



Regular City Commission Meeting Agenda

150 NE 2nd 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 18, 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 - *forthcoming*

Attachment: None

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Affordable Housing Advisory Committee Meeting Minutes

Attachment: May 4, 2026

Planning & Zoning Board Meeting Minutes

Attachment: June 4, 2026

Code Compliance Meeting Minutes

Attachment: June 23, 2026, July 14, 2026

APPROVAL OF THE AGENDA

August 18, 2026

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/86058953455?pwd=2SPwagCQJsT2Xv3tYwx4l1NbdsbPeL.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 860 5895 3455#

Participant ID: #

Passcode: 206461#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

- 1. Proclamation presented to the members of Northeast Focal Point at the Braithwaite Center for Active Aging in recognition of National Senior Citizens Day.**

Sponsor: Department of Community Services

- 2. Presentation by Greg Warner, Director of Parks & Recreation, recognizing the department for receiving an award for its bus wrap design.**

Sponsor: Department of Parks & Recreation

PUBLIC HEARINGS – FIRST READING

- 3. ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 3.7 GROSS ACRES LOCATED AT 2100-2150 SW 10TH STREET, FROM BUSINESS, COMMUNITY (B-1) TO**

GENERAL BUSINESS (B-3) (APPLICATION 24-R-202); PROVIDING FOR A RESTRICTIVE COVENANT TO RESTRICT CERTAIN B-3 USES ON THE PROPERTY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for October 6, 2026

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

Sponsor: Department of Planning & Development Services

Attachment: Application 24-R-202

- 4. ORDINANCE 2026/ - AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS OF THE CITY ("OBLIGATIONS"), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,500,000, TO PROVIDE FUNDS TO PAY THE COST OF PURCHASING CERTAIN PUBLIC SAFETY VEHICLES, INCLUDING, WITHOUT LIMITATION, REIMBURSEMENT TO THE CITY FOR PREVIOUSLY PURCHASED PUBLIC SAFETY VEHICLES TO THE EXTENT PERMISSIBLE UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM MONEYS DEPOSITED IN THE DEBT SERVICE FUND ESTABLISHED FOR THE OBLIGATIONS DERIVED FROM THE CITY'S COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES, AS SHALL BE SET FORTH OR PROVIDED FOR IN A SUPPLEMENTAL RESOLUTION TO BE ADOPTED BY THE CITY COMMISSION PRIOR TO THE ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT, SUBJECT TO THE LIMITATIONS HEREIN CONTAINED, THE TERMS OF SUCH OBLIGATIONS SHALL BE ESTABLISHED OR PROVIDED FOR AND THE OBLIGATIONS SHALL BE SOLD AS PROVIDED IN THE SUPPLEMENTAL RESOLUTION; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATING TO THE OBLIGATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for September 9, 2026

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

Sponsor: Department of Financial Services

Attachment: Debt Obligations

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

- 5. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Ethel Estrada Simon as an alternate member to the African American Heritage Committee; 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: Commissioner Preston

Attachment: AAHB Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 6. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a service order amendment to the ClearGov, Inc. Service Agreement to add the financial engagement subscription services for the five-year term in an aggregate amount of \$79,331.70, inclusive of a one-time set up fee of \$8,030.00, for an updated total contract amount not to exceed \$560,047.56; providing for conflicts, implementation and an effective date. (Funds from Account #100-100-130-1301-000-51300-503004 - Software Maintenance)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: ClearGov, Inc.

- 7. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, approving the artwork permit application submitted by the City for installation of a graphic design wrap mural on the Oveta McKeithen Park football concession building; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Artwork Permit Application

- 8. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an agreement with the Florida Department of Environmental Protection Division of State Lands to receive state appropriation funding in the amount of \$450,000.00 for the Oveta McKeithen Park Basketball Courts Air Pavilion Project; 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: Florida Department of Environmental Protection

- 9. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to Contract #JZ026-06-2027 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program to increase the funding allocation; authorizing execution of the Contract Amendment; providing for implementation and an effective date. (*Funds from Account #100-000-640-0000-000-33469-334699 - ADI - State Grant*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Alzheimer's Disease Initiative Program

- 10. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Most Dependable Fountains, Inc. to supply and deliver six shower towers in an amount not to exceed \$54,100.00; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; providing for implementation and an effective date. (*Funds from Account #100-300-340-1907-000-53900-506031 - Improvements Other than Buildings*)**

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: Most Dependable Fountains, Inc.

- 11. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the filing of the Local Government Funding Request for fiscal year 2027/2028 with the Florida Department of Environmental Protection for the next joint beach renourishment project with the Town of Hillsboro Beach; supporting projects for which funding is requested; confirming the City's ability to serve as a local sponsor; confirming the City's ability to fund the appropriate local share of the Project; identifying the City's funding source; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Municipal Services

Attachment: Local Government Funding Request

- 12. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Agreement with Advanced Roofing, Inc. to increase the contract amount to \$225,000.00 in order to proceed with the emergency and remedial repairs to Fire Stations 4, 66 and 75; authorizing execution of the Amendment; providing for implementation and an effective date. (*Funds from Account #100-200-340-1906-000-52900-506022 - Municipal Services/Public Safety Buildings*)**

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: Advanced Roofing, Inc.

- 13. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Interlocal Agreement with Broward County for cost share support of the Broward Water Partnership/Conservation Pays Program; 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 Environmental Services

Attachment: Broward Water Partnership/Conservation Pays Program

- 14. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Coastal Protection Engineering, LLC to provide professional engineering services for a citywide canal bathymetric survey and dredging assessment, municipal land surveys and platting, and permit closeout surveys, in an amount not to exceed \$248,318.60; providing for execution and an effective date. (*Funds from multiple accounts*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Coastal Protection Engineering, 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 Rexel USA, Inc. for two 300 HP Variable Frequency Drives, and related installation, startup and commissioning services for the reverse osmosis feed pumps at the Water Treatment Plant in an amount not to exceed \$155,592.45; approving the purchase in accordance with Section 38-116(3)(D)(2) of the City's Procurement Code for non-declared emergency acquisitions; providing for an effective date. (*Funds from multiple accounts*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Rexel USA, Inc.

- 16. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of ITBC No. 26-017 for injection well IW-1 rehabilitation and mechanical integrity testing to All Webbs Enterprises, Inc.; authorizing execution of a contract with All Webbs Enterprises, Inc., the lowest priced responsive and responsible bidder, in an amount not to exceed \$472,000.00, plus a \$100,000.00 city contingency to address unforeseen conditions and necessary adjustments during the project; providing for execution and an effective date. (*Funds from Account #413-360-3603-53600-506530 - CIP-Infrastructure*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: All Webbs Enterprises, Inc.

DEPARTMENTAL BUSINESS

- 17. 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. (*Deferred from August 4, 2026*)**

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

- 18. Update regarding public safety transition.**

Sponsor: Office of Public Safety

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Wednesday, September 9, 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.

Affordable Housing Advisory Committee (AHAC)

Meeting Minutes

Monday, May 4, 2026
Johnny L. Tigner Center

Call to Order and Roll Call

Mr. Murray called the meeting to order at 6:35 pm.

Members Present: Brian Bennett
Carolyn McNamara
Michael Marion
Patricia O'Neil
Paula Cook

City Staff Present: Ferline Mesidort, Community Services Department
Lauren Noland, Community Services Department
Debra Reese, City Attorney's Office

A quorum was established.

Approval of Minutes

MOTION made by Carolyn McNamara and seconded by Patricia O'Neil to approve the February 10, 2026, meeting minutes. The MOTION carried unanimously.

Staff Updates

Staff Member Intro

Mrs. Ferline Mesidort, Housing and Community Affairs Manager, introduced herself to the committee.

Affordable Housing Program Status Report

Project Status

Mrs. Mesidort provided status updates on the Affordable Housing Programs.

- Purchase Assistance: SHIP \$68,000, CDBG – N/A, HOME – N/A.
- Home Rehabilitation: SHIP \$265,295.10, CDBG \$68,019.30, HOME \$57,498.50.
 - To date, three (3) applications have been submitted/under review, we have four (4) in the bidding phase, seven (7) projects in process, and six (6) projects completed.

FY26-27 Funding Allocation

Mrs. Mesidort explained that program-specific allocations represent only a portion of total available funding.

- **SHIP Allocation:** \$629,300 (\$156,370 – Purchase Assistance, \$410,000 – Home Rehabilitation)

- **CDBG Allocation:** \$735,662 (\$249,634 supports Home Rehabilitation, remaining funds will be allocated for infrastructure projects, senior services, and transportation)
- **HOME Allocation:** \$214,300 (\$108,647 Purchase Assistance, \$105,653 – Home Rehabilitation)

AHAC Composition – Vacancies

Mrs. Mesidort provided an update to the committee on what vacancies the Affordable Housing Advisory Committee has available at this time.

MEMBERSHIP MAKEUP

The Affordable Housing Advisory Committee shall be made up of eleven (11) members as follows:

- 1. One citizen who is actively engaged in the residential home building industry in connection with affordable housing;**
- 2. One citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;**
- 3. One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;**
4. One citizen who is actively engaged as an advocate for low income persons in connection with affordable housing;
5. One citizen who is actively engaged as a for profit provider of affordable housing;
6. One citizen who is actively engaged as a not-for-profit provider of affordable housing;
7. One citizen who is actively engaged as a real estate professional in connection with affordable housing;
8. One citizen who actively serves on the local planning agency;
9. One citizen who resides within the jurisdiction of the City of Deerfield Beach;
- 10. One citizen who represents employees within the jurisdiction;**
11. One citizen who represents essential service personnel as defined in the local housing plan.

SHIP Audit

Mrs. Mesidort reported on the SHIP audit. Since the last meeting, several questions had been raised regarding some of the files. Those questions were answered, and no further communication or additional questions have been received.

SHIP Report

Mrs. Mesidort informed the board the SHIP Report is due, September 15, 2026. Staff will start working on the report in the coming weeks and the report will be presented at the next AHAC meeting.

Old Business

CDBG Annual Action Plan Development

Mrs. Mesidort provided an updated on CDBG Annual Action Plan, Staff is currently preparing the FY 2026–2027 Community Development Block Grant (CDBG) Annual Action Plan and managing a substantial amendment to transfer approximately \$443,000 in Neighborhood Stabilization Program (NSP) program income into the CDBG program. As the NSP program is closing out, HUD permits the transfer of the remaining funds, which are proposed to be used for public facilities and infrastructure improvements.

A public notice and press release will initiate the required 30-day public comment period, and the substantial amendment will be presented to the City Commission for approval on June 16.

Staff has also launched a community survey to gather input on priorities for the City's anticipated \$735,000 FY 2026–2027 CDBG allocation. Following the required public comment period, both the NSP substantial amendment and the FY 2026–2027 CDBG Annual Action Plan will be presented to the City Commission for approval and submitted to HUD by August 15.

YIGBY! Yes-in-God's-Backyard Update

Mrs. Mesidort informed the board that, since the last AHAC meeting, the city held the Mayor's Faith Breakfast, where representatives from the Florida Housing Finance Corporation introduced the **Yes in God's Backyard (YIGBY)** initiative to local clergy. The program encourages faith-based organizations to make available surplus land for the development of affordable housing.

Following the presentation, interested faith leaders have begun discussing potential opportunities within their congregations. Staff will coordinate with the Development Services Department to evaluate how the YIGBY initiative may affect the City and establish a process for working with any churches that choose to pursue affordable housing projects.

Mrs. Reese reported that House Bill 1389 has been passed by the Florida Legislature but has not yet been signed by the Governor. Until it is signed, the bill has not become law. If enacted, it is scheduled to take effect on July 1. Staff will continue to monitor the bill and provide updates as additional information becomes available.

SHIP Program Update

Mrs. Mesidort provided an update on the SHIP Program. She reported that, following discussion at the previous meeting, staff evaluated increasing the SHIP purchase assistance and rehabilitation award amounts. As part of that review, staff compared neighboring jurisdictions from Boca Raton to Pembroke Pines and found that many offer assistance levels ranging from \$90,000 to \$100,000.

Based on this analysis, staff is proposing to increase the purchase and rehabilitation award to \$85,000. However, rehabilitation costs remain significantly higher than available funding, with recent bids averaging approximately \$133,000 per home.

To remain within program limits, project scopes are often reduced, resulting in only critical structural and health-and-safety repairs being completed. Eligible work includes roofs, windows, doors, plumbing, electrical, HVAC, and mold remediation; cosmetic improvements are not funded.

Staff noted that while increasing the award to \$85,000 will help, rising construction costs may require another review of funding levels in the coming months if market conditions do not improve.

HOME Agreement Update

Mrs. Mesidort reported that staff will seek City Commission approval at the May 19 meeting to reinstate the FY 2024–2025 HOME Program Agreement. Broward County has approved the reinstatement of these funds, which were not fully expended during the original grant period.

Staff is also awaiting the FY 2025–2026 HOME Program Agreement from Broward County. Once received, it will be presented to the Committee for review at a future meeting.

New business

No new business

Board Updates

No board updates

Public Comments

No comments from the public

Adjournment

MOTION was made by Paula Cook and seconded by Michael Marion to adjourn the meeting at 6:59 pm. The motion was CARRIED unanimously.

Minutes approved Dir. K Date 8/3/2026

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
June 4, 2026
MEETING MINUTES**

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

ROLL CALL

Present: Michelle Balaun
Joe Chancy, Alternate
Judith Lovely, Alternate
William Lane
Keith Porter
Bridgette Beckford, Vice Chair
Brian Bennett, Chair

Also Present: Heather Waldstein, Assistant Director of Planning and Development Services
Anthony Soroka, City Attorney
Heather Montemayor, City Clerk

Absent: Angela Falzone, Alternate
Brian Shartrand, Alternate

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES

Ms. Balaun made a motion, seconded by Vice Chair Beckford to approve the May 7, 2026 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

1. P.H. 2026-049: APPLICATION 25-P-249 *(Deferred to a future date)*

Applicant: MBA Development Partners of Florida LLC

Proposal: Seeking PLAT NOTE AMENDMENT application approval to amend the restrictive plat note on the Deerfield Beach FAU – Plat 2 (Plat Book 178, Page 29) to allow for the development of a mix of uses, including workforce housing, retail and restaurant space, a hotel, green space, and other public amenities.

Location: The property is described as DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A, more particularly described in the file, and located at **1045 SW 11th Way.**

Item 1 was deferred to a future meeting.

2. P.H. 2026-050: PROPOSED LAND DEVELOPMENT CODE AMENDMENT**Applicant: City of Deerfield Beach**

Proposal: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CERTAIN SECTIONS OF CHAPTER 14 “BUILDINGS AND BUILDING REGULATIONS” SECTIONS 14-69 “PLAT BOOK”, AND 14-72 “DEVELOPMENT PLATS TO CONTAIN STREET NAMES”; AMENDING CERTAIN SECTIONS OF CHAPTER 22 “CEMETERIES” SECTION 22-2 “BURIAL PROHIBITED EXCEPT IN DULY DESIGNATED OR PLATTED CEMETERIES”; AMENDING CERTAIN SECTIONS OF CHAPTER 98 “LAND DEVELOPMENT REGULATIONS” SECTIONS 98-10 “[SITE PLAN OR PLAT TO BE COMPATIBLE]”, 98-12 “APPLICATIONS FOR DEVELOPMENT PERMITS”, 98-14 “DRC MAJOR DEVELOPMENT REVIEW PROCEDURES”, 98-15 “DRC MINOR DEVELOPMENT REVIEW”, AND 98-17 “DEVELOPMENT PERMIT REQUIREMENTS” OF THE CITY LAND DEVELOPMENT CODE TO CLARIFY, REORGANIZE, AND IMPROVE PLAT REGULATIONS WITHIN THE CITY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

SUMMARY BACKGROUND/EXPLANATION

On June 20, 2025, the Florida Legislature passed Senate Bill 784, which amends Sections 177.071 F.S. and 17.111 F.S. of the Florida Statutes regarding plans. The law was intended to potentially shorten timeframes and carry costs for new development. The law went into effect July 1, 2025, and essentially changed approval of plats to an administrative official (city manager, assistant city manager or high-ranking department or division) to be processed by an administrative authority (department, division or agency) rather than a governing body (council, board, or commission). Section 177.071(1)(5) indicates that if this law is inconsistent with any county charter, the county charter will prevail. Although Broward County is a Charter County, they are considering 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.

Section 177.071(1)(a) of the state law requires the governing body to enact an ordinance that will designate an administrative authority for the processing of a plat and an administrative official who is responsible for approving, approving with conditions, or denying the plat. The proposed amendment identifies the Planning & Development Services 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 from a "major site plan procedure" to a "minor site plan procedure." 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 the site plans would still be required to obtain approval from the City Commission (governing body).

Heather Waldstein, Assistant Director of Planning and Development Services, provided a brief overview of the item.

Anthony Soroka, City Attorney, entertained questions posed by the Board.

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

Vice Chair Beckford made a motion, seconded by Mr. Porter to approve P.H. 2026-050: Proposed Land Development Amendment. The motion CARRIED by unanimous vote.

STAFF REPORT

Next Meeting - Heather Waldstein, Assistant Director of Planning and Development Services, said there will be a meeting on July 2nd.

CHAIRMAN'S REPORT

None.

MEMBERS' REPORTS

None.

ADJOURNMENT

There being no further business to discuss the meeting adjourned at 7:18 p.m.

Brian Bennett, Chair
Planning and Zoning Board

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

June 23, 2026

Special Magistrate Andrew Dunkel, in the City Commission Room, called the meeting to order at 11:00 AM.

PRESENT: Patesha Johnson, Code Compliance Supervisor
Thomas Braga, Code Compliance Inspector
Katherine Delve, Code Compliance Inspector
Jamarr Campbell, Code Compliance Inspector
Hector Barrett, Code Compliance Inspector
Jehu, Baptiste, Code Compliance Inspector
Kyle Riquelme, Code Compliance Inspector
Chandler Volel, Code Compliance Inspector
Adam Osowsky, Code Compliance Inspector
Jake Smilen, Code compliance Inspector
Blake Tedim, Code Compliance Inspector

For the record, Winlett Jordan-Banton, Special Magistrate Clerk swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Address</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
4	26030067	HILLSBORO HOLDINGS LLC	299 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 6-19-2026 FOR \$150 PER DAY
5	26040061	M T H HOLDINGS LLC % MITA MANAGEMENT/boat lifts	164 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CONTINUED TO 7-14-2026
7	26040001	DASILVA,MANOEL M H/E DASILVA,VIRGINIA R	4000 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026 \$150 PER DAY \$80 PROSECUTION COST
8	25100002	MONTEMARANO,JOHN MONTEMARANO,JACQUELINE	512 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT EXTENDED TO 7-24-2026

9	25120011	1156 HILLSBORO INVESTMENTS LLC	1156 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits FIRE PREVENTION CODE 1.1 Fire extinguisher(s) need service	RESPONDENT WAS NOT PRESENT EXTENDED TO 7-24-2026
10	26030147	CABLE,DOUGLAS H	4411 NE 2 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT EXTENDED TO 7-14-2026
11	26040040	DE OLIVEIRA,RONILDO CARLOS DE PAULA,ROSANGELA A	4701 NW 4 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 6-2-2006 FOR \$150 PER DAY FINES IMPOSED AS OF 6-19-2026 FOR \$150 PER DAY FINES IMPOSED AS OF 6-19-2026 FOR \$1,000 PER DAY

				ENFORCEMENT Section 98-113(a) Building permits	
12 & 138-154	26060010	THE HOUSE COMPANY LLC	1100 S FEDERAL HWY, UNIT 10, DEERFIELD BEACH, FL 33441 10	Chapter 70 STORMWATER ARTICLE VI. - STORMWATER MANAGEMENT; Sec. 70-199. - Stormwater management program. Chapter 78 - COMMUNITY APPEARANCE BOARD Chapter 78 - COMMUNITY APPEARANCE BOARD; Sec. 78-6.(a-c) - Submission of plans and specifications. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- BRENO GOMEZ CONTINUED TO 8-25-2026
28	26050058	SLAVIN, DAVID A	623 DEER CREEK HOLLOWS CIR, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII.	RESPONDENT WAS PRESENT- DAVID SALVIN CONTINUED TO 7-14-2026

				ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-12 (a) - Porches, balconies, decks, exterior stairs, walkways and appurtenances. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec. 98-74 (a-e). - Swimming pools and spas.	
29	26050019	CHERNIAEV,KIRILL	146 NW 41 CT, UNIT 27, DEERFIELD BEACH, FL 33064 27	Chapter 102 – SIGNS Section 102-8.(f)(9) - Signs allowed. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026 \$150 PER DAY \$80 PROSECUTION COST

31	26040110	DAJ RENTALS LLC	240 NW 41 CT, UNIT 1-2, DEERFIELD BEACH, FL 33064 1-2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residential zones lots.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
32	26040104	CAMPBELL,DONNIE & LAURA	3820 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026. \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
33	26040056	NOTHE,JAMES M & LUCINDA A JAMES M NOTHE REV TR ETAL	4065 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONSS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026 \$150 PER DAY \$80 PROSECUTION COST

36	26030112	EDMOND,NANCY CHARLES,FRANETO	4221 NE 4 TER, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off- street parking and loading.	RESPONDENT WAS NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
39	26040052	BURKE,SHENKA	4335 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026 \$150 PER DAY \$80 PROSECUTION COST
42	26020005	ECKERT REALTY CORP	2345 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 8-25-2026
43	26010116	BUSH,LASHANDRA RENEE	378 SW 35 AVE, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34- 160 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted.	RESPONDENT WAS NOT PRESENT CONTINUED TO 7-14-2026

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING ; Sec. 94-7. (d)- Minimum standards for maintenance of premises.	
56	26040038	209 HILLSBORO INVESTMENTS LLC	209 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS NOT PRESENT CASE WAS DISMISSED
57	26040015	BATMASIAN,JAMES H	27 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-38(c)(1-7) Limitation on donation bins; regulations. Chapter 46 - OFFENSES Section 46-38(i)(1) Limitation on donation bins; regulations.	RESPONDENT WAS NOT PRESENT CONTINUED TO 7-28-2026
58	26040016	FTL 806 STORAGE LLC	721 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

61	26030184	R REAL SERVICES LLC	530 NE 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off- street parking and loading	RESPONDENT WAS NOT PRESENT CONTINUED TO 7-28-2026
62	26030082	2281 DEERFIELD BEACH FL LLC	2281 W SAMPLE RD, DEERFIELD BEACH, FL 33073	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required	RESPONDENT WAS NOT PRESENT EXTENDED TO 7-24-2026
63	26030090	RUBIO,ISAURO	560 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off- street parking and loading	RESPONDENT WAS NOT PRESENT CERTIFIED WITH \$80 COST
64	26050129	J F EXPORTS INC	583 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCESARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS NOT PRESENT EXTENDED TO 7-3-2026

				Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCESSECTION . 34-124. - PUBLIC NUISANCE ABATEMENT PROGRAM ESTABLISHED - ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. – GENERALLY Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	
65	26030148	WALKER,CALVIN	300 NE 44 ST, UNIT A-B, DEERFIELD BEACH, FL 33064 A-B	Chapter 14 - BUILDINGS AND BUILDING REGULATIONSARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 6-23-2026 FOR \$150 PER DAY
66	26020047	SCI FUNERAL SERVICES OF FL LLC % PROPERTY TAX-9 FLR	217 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT CONTINUED TO 9-22-2026

67	26020048	SCI FUNERAL SERVICES OF FL LLC % PROPERTY TAX 9 F	37 NE 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT CONTINUED TO 9-22-2026
68	26020077	DEERFIELD SQUARE INVESTMENTS LLC	600 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS NOT PRESENT CONTINUED TO 7-28-2026
73	26050028	LEONARD ASSOCIATES INC	1636 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODENFPA 1:10.2.1 Fire Code	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026. \$150 PER DAY \$80 PROSECUTION COST
74	26050017	ISAACS,MICHAEL SALAZAR,SILVIA ETAL	541 SE 17 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026. \$150 PER DAY \$80 PROSECUTION COST
76	26050011	LEONARD ASSOCIATES INC	1636 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODENFPA 1:10.2.1 Fire Code	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026. \$150 PER DAY \$80 PROSECUTION COST

77	26040100	COMMERCE SECURITY CENTER PRTNR % ALAN LEVY	1533 SW 1 WAY, UNIT 1, DEERFIELD BEACH, FL 33064 1	FIRE PREVENTION CODENFPA 1:10.2.1 Fire Code	RESPONDENT WAS PRESENT ATTORNEY JACOB ROTH CONTINUED TO 8-25-2026
84	26030198	PETERSON,JOHN C H/E SURIANO-PETERSON,PAULA	812 SE 10 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026. \$150 PER DAY \$80 PROSECUTION COST
85	26030189	PHAM,DUNG THI	4256 NW 1 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026. \$150 PER DAY \$80 PROSECUTION COST
86	26010010	HILLSBORO RIVER APARTMENTS LLC	73 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- ATTORNEY ROD FEINER CONTINUE TO 7-28-2026
87	25110057	TRUE VINE CHURCH	408 NW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-16-2026. \$100 PER DAY \$80 PROSECUTION COST

88	25120001	UNIVERSITY OF MIAMI	1300 E NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 6-19-2026 FOR \$150 PER DAY
89	25120086	FIRST SA LLC	5001 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 6-19-2026 FOR \$150 PER DAY
90	25030005	SOUTH FL COMMERCIAL PROPERTIES LLC % ATTN MARVIN K HEWATT	3355 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
106	26050031	BUSHEY,MATTHEW H/E BUSHEY,MICHAEL F	1313 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CONTINUED TO 7-28-2026
107	26050052	FYR SFR BORROWER LLC %HAVENBROOK HOMES	4441 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT BUT LEFT CONTINUED TO 7-28-2026
108	26050079	ETA 919 LLC	919 SE 17 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). -	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026. \$150 PER DAY \$80 PROSECUTION COST

				Prohibitions relative to stopping, standing, or parking in specific places. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	
111	26050006	SILVA,RICHARD DA	1240 SW 5 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CASE ADDED TO THE 7-14-2026 HEARING FOR AN ORDER
112	26040162	JOSEPH,DENICKA H/E JOSEPH,PHILLIP	1301 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off- street parking and loading.	RESPONDENT WAS PRESENT PHILLIP JOSEPH CONTINUED TO 7-28-2026
117	26030140	MCKEE,ANNETTE & RICHARD	248 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026. \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

118	26030116	VOLTAIRE,MIRTHA & INNOCENT	1320 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026 \$150 PER DAY \$80 PROSECUTION COST
120	26030125	AARON,WALTER L	1350 SW 6 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98- 88 (j) PARKING LOT CRITERIA	RESPONDENT WAS NOT PRESENT CONTINUED TO 7-28-2026
122	26060037	SANCHEZ,JOSUE ELIAS	1430 SW 3 TER, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS NOT PRESENT CONTINUED TO 7-28-2026
123	26060051	RADAK,MARC	1648 SE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026. \$150 PER DAY \$80 PROSECUTION COST
124	26030115	BROWN,JOANN F	1471 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WAS NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA FIRE PREVENTION CODEF-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	
125	26040163	NEW BEGINNING CHRISTIAN CENTER % MICHAEL HARVEY/shutters	288 SW 11 ST, DEERFIELD BEACH, FL 33441	FIRE PREVENTION CODEF-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT WAS NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
126	26040170	CARRALHAES DE ASSIS,HENRIQUE MARTINS,LUCIANO S	3801 NE 4 TER, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
127	26060002	DCGC PROPERTIES LLC	2601 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE ARTICLE II. - COLLECTION AND DISPOSAL: DIVISION 1. Sec. 58-31. - Responsibility for removal of construction wastes.	RESPONDENT WAS NOT PRESENT VIOLATION COMPLIED FINDING OF FACT ORDER ISSUED COST WAIVED
129	26050080	ROBINSON,JOHNIE JR	225 SW 8 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES SECTION . 34-124. - PUBLIC NUISANCE ABATEMENT PROGRAM ESTABLISHED - ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. – GENERALLY	RESPONDENT WAS NOT PRESENT CONTINUED TO 7-28-2026

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	
132	25120078	EULA POITIER REV TR	224 SW 8 ST, UNIT 1-8, DEERFIELD BEACH, FL 33441 1-8	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINES IMPOSED 6-19-2026 FOR \$150 PER DAY
133	26030022	LATSON,WILLIE M JR MORRIS,ESTELLA L EST	614 NW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPNDENT WAS NOT PRESENT VACATE ORDER ISSUED
134	26050016	BOVA,VICTOR	900 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (5) - Minimum standards for exterior of structures. (b) Exterior walls.	RESPONDENT WAS NOT PRESENT EXTENDED TO 7-24-2026

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
135	26010058	FRENCH,JOHN K & VELIA M	540 SE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-24-2026. \$150 PER DAY \$80 PROSECUTION COST
136	26010051	BACSIK,DOREEN M BACSIK,KATHLEEN M	4541 NW 13 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
137	26010056	FARRINGTON,JOS EST & FARRINGTON,BASIL ELLIOT R ET AL	164 SW 2 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (2) - Minimum standards for interior structures.	RESPONDENT NOT PRESENT EXTENDED TO 8-21-2026

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (1) - Minimum standards for interior structures Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (10) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (g) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (h) (2) - Minimum standards for interior structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (1) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (2) - Minimum standards for exterior of structures.	
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				FIRE PREVENTION CODEF-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	
155	26030066	A.LUXURY PROPERTY LLC	NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY Section 66-59.(b) - Parking on residentially zoned lots.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
A	25100019	DB 2151 MEDICAL OFFICE LLC	2151 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENTS WERE PRESENT- ARON MANDEL MARIAN AND FRANSISCO SANTOS VACATE ORDER ISSUED
B	26030105	APARICIO PEREZ BATEN REV LIV TR PEREZ BATEN,APARICIO TRSTEE	173 SE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES SECTION . 34-124. - PUBLIC NUISANCE ABATEMENT PROGRAM	RESPONDENT WAS NOT PRESENT CERTIFIED SETTLEMENT OF \$1.650

				ESTABLISHED - ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY	
C-D & P	22070197	CRD FEDERAL LLC	201 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT CERTIFIED CITY SETTLEMENT OF \$53,00 FOR ALL CASES
D	24110003	CRD FEDERAL LLC	201 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CERTIFIED CITY SETTLEMENT OF \$53,00 FOR ALL CASES
E	25100014	CRD FEDERAL LLC	201 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS NOT PRESENT CERTIFIED CITY SETTLEMENT OF \$53,00 FOR ALL CASES
F	26020090	TIVOLI FAIRWAY INVESTMENTS LLC	500 FAIRWAY DR, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS NOT PRESENT VACATE ORDER ISSUED
G	26020079	JACOBUS-MONTUORI,JANUS L H/E JACOBUS,JON DAVID & JACOBUS,J M	230 NE 42 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

				106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
H	26020094	BUSATO,RICARDO	4705 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT WAS NOT PRESENT VACATE ORDER ISSUED
I	19040053	NAPIER,GREGORY LEE,MELANIE	38 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- GREG NAPIER MITIGATION FOR \$3,000 TO BE PAID BY 9-22-2026

J	24050023	TAYLOR,ELSIE M EST	173 SW 5 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2.(b) - Storage and accumulation of refuse and solid waste. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CERTIFIED SETTLEMENT OF \$2,350 TO BE PAID BY JULY 28,2026
K-O	17030074	BAYLISS,JOHN M	1260 SE 3 ST, DEERFIELD BEACH, FL 33441 1-2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT- JOHN BAYLISS FINES MITIGATED FOR \$10,000 TO BE PAID BY 3-4-2027

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-113(a) Building permits	
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkel, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

July 14, 2026

Special Magistrate Andrew Dunkiel, in the City Commission Room, called the meeting to order at 11:00 a.m.

PRESENT: Patesha Johnson, Code Compliance Supervisor
Hector Barrett, Senior Code Compliance Inspector
Kyle Riquelme, Senior Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Chandler Volel, Code Compliance Inspector
Jake Smilen, Code Compliance Inspector
Blake Tedim, Code Compliance Inspector

For the record, Paulette Sybron, Special Magistrate Clerk swore in the attendees.

<u>Tab #</u>	<u>Case #</u>	<u>Owner's Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	26030147	CABLE, DOUGLAS H	4411 NE 2 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT EXTENDED TO 8-7-2026
3	26040061	M T H HOLDINGS LLC % MITA MANAGEMENT	164 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-7-2026 \$150 PER DAY \$80 PROSECUTION COST
4	26060128	M. T. H. HOLDINGS LLC % MITA MANAGEMENT	164 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-7-2026 \$150 PER DAY \$80 PROSECUTION COST
5	26030068	SP DEERFIELD BEACH II LLC	1150 SW 32 WAY, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 7-10-2026 FOR \$250 PER DAY
7	26050070	WILLIAMS, DIANNE & JOSEPH	171 NE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 7-10-2026 FOR \$150 PER DAY
10	26020118	DURANT, JOYCE M JOYCE M DURANT REV TR	299 NE 44 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – JOYCE DURANT EXTENDED TO 9-4-2026
12	26040074	MARITHA N DESIR REV TR DESIR, MARITHA N TRSTEE	3880 NW 2 AVE, DEERFIELD BEACH, FL 33064	Chapter 66 – TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. – REGULATIONS, GENERALLY · Section 66-	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-7-2026

				56(1)(L). – Prohibitions relative to stopping, standing or parking in specific places.	\$150 PER DAY \$80 PROSECUTION COST
13	26040088	LITUS, TIEJOSHISME	4201 NW 7 AVE, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 7-10-2026 FOR \$150 PER DAY PER VIOLATION
34-43	26010095	CONCALVES LAURIANO, MARIA	20 SE 10 ST, UNIT 10, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – ATTY KEVIN SELLAR FINAL ORDER ISSUED COMPLY BY 9-4-2026 \$100 PER DAY \$80 PROSECUTION COST
44	26030047	CROWN USA INVESTMENTS CORP	835 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-7-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
45	26030056	CAPUTO, MICHAEL	331 SE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 7-10-2026 FOR \$150 PER DAY
46	26030081	VAKBNB LLC	262 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-7-2026 \$150 PER DAY \$80 PROSECUTION COST

50	26040008	BH 825 LLC & RDR 825 LLC LJR 825 LLC & RER 1825 LLC	825 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 7-10-2026 FOR \$150 PER DAY
51	26040037	HILLSBORO TECHNOLOGY CENTER LLC ATTN: MALCOLM BUTTERS	350 HILLSBORO TECHNOLOGY DR, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
56	26050085	HILLSBORO COMMERCE PARK LLC	232 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-77(6) - Non- residential walls and fences	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
66	26060196	LOPEZ, JUAN	278 NE 42 CT, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-143(a-g) - Registration of abandoned real property. Added Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES SECTION. 34-124. - PUBLIC NUISANCE ABATEMENT PROGRAM ESTABLISHED - ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-7-2026 \$150 PER DAY \$80 PROSECUTION COST HEALTH & SAFETY COMPLY BY 7-21-2026 \$500 PER DAY ABATEMENT GRANTED
68- 114	25080035	MAHARAJ, PATRICIA H/E MAHARAJ, SUSHMA	941 CRYSTAL LAKE DR, UNIT 106, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT EXTENDED TO 10-2-2026
115	26010003	ZWASKA, THOMAS R	325 SW 34 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – THOMAS ZWASKA

					EXTENDED TO 7-24-2026
119	25010214	CRACKER BARREL OLD COUNTRY STORE ATTN: PROPERTY MGT	1250 SW 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS NOT PRESENT EXTENDED TO 10-2-2026
120	25010238	ZION EVANGELICAL LUTHERAN CH OF POMPANO BEACH DEERFIELD BEACH	959 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT EXTENDED TO 9-4-2026
121	25010239	ZION EVANGELICAL LUTHERAN CH OF POMPANO BEACH DEERFIELD BEACH	959 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT EXTENDED TO 9-4-2026
123	26020087	MCDERMOTT, NICOLE	1094 SW 24 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – NICOLE MCDERMOTT CONTINUED TO 8-11-2026
128	25120086	FIRST SA LLC	5001 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT EXTENDED TO 8-7-2026
131	26030078	LEWIS, BRAD	1480 SW 5 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT EXTENDED TO 8-7-2026
134	26040002	WISNIEWSKI, JOANNE M	946 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
136	26040010	CUNNINGHAM, THADDEUS & STACEY	242 NW 4 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-7-2026 \$150 PER DAY

					\$80 PROSECUTION COST
140	26050051	JACKSON, ROBERT LEROY RANDOLPH, VERNEE	3950 NE 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – ROBERT JACKSON CONTINUED TO 8-11-2026
141	26050060	MACK, WILLIE EUGENE MACK, DAVID JUNIOR	5350 NE 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-7-2026 \$150 PER DAY \$80 PROSECUTION COST
142	26050062	DELETIS, HAIM	115 SE 15 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-7-2026 \$150 PER DAY \$80 PROSECUTION COST
145	26060034	SPIROPOULOS, CHRISTOPH SPIROPOULOS, LAUREN	1477 SE 4 AVE, DEERFIELD BEACH, FL 33441	FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7-21-2026 \$150 PER DAY \$80 PROSECUTION COST
164	17120057	STROWBRIDGE, ROOSEVELT & ELLA R	230 SW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. - REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS Sec. 98-46(a-b) - RS-7 residence, single-family. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 7-10-2026 FOR \$150 PER DAY PER VIOLATION
165	25100017	MLKM LLC	190 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA	RESPONDENT WAS PRESENT – OWNER CONTINUED TO 10-6-2026

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	
166	26030070	SCHOPMANN, ESTHER EST	309 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 7-10-2026 FOR \$150 PER DAY
167	26040013	JAMROZ, EUGENE	4120 NW 8 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-7-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
168	26050089	YOUSSEF, SARWET SAWERES	264 SW 1 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-7-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
A	26020096	HUSEY, RODNEY W & JUDITH A	1454 SW 28 TER, DEERFIELD BEACH, FL 33442	City Settlement \$1,650	RESPONDENT WAS NOT PRESENT SETTLEMENT GRANTED
B	25100064	VISTA CLARA OWNER LLC	454 NE 1 AVE, DEERFIELD BEACH, FL 33441	City Settlement \$30,000 to be paid in 30 days	RESPONDENT WAS NOT PRESENT SETTLEMENT GRANTED
C	25120062	VISTA CLARA OWNER LLC	240 NE 5 ST, DEERFIELD BEACH, FL 33441		
D	26020120	DISCOVERY POINTE HOA INC	1901 DISCOVERY CIR, DEERFIELD BEACH, FL 33442	City Settlement \$1,600	RESPONDENT WAS NOT PRESENT SETTLEMENT GRANTED
E	19080252	SUAREZ, ERIC J MATOS, SHARICK	250 NW 43 PL, DEERFIELD BEACH, FL 33064	City Settlement \$24,240 to be paid at closing	RESPONDENT WAS NOT PRESENT SETTLEMENT GRANTED

173	26040024	BUCCARELLI, MICHAEL H/E DOHERTY, AMY	1272 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
65	26060130	DITTA, VINCENT	1430 SE 10 STREET, DEERFIELD BEACH FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94(2) - Growth of plants and placement of objects in the right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94(3) - Growth of plants and placement of objects in the right-of-way.	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
48	26030114	BIENAIME, DONALD H/E PAUL BIENAIME, BERTHUDE	125 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
55	26050069	NORDELUS, ALBERT & ELIANA	3270 SW 4 ST, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
58	26060122	LIBUONO, JARRETT JAMES LIBUONO, KATARZYNA M	905 SE 15 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES Sec. 34-36. - Maximum noise level by receiving land use unit and measurement period	RESPONDENT WAS PRESENT – KATARZYNA LIBUONO DISMISSED
124	26020097	BISSON, KEITH	123 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY	RESPONDENT WAS NOT PRESENT

				REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	CONTINUED TO 8-11-2026
125	26030145	PATTERSON, BRUCE	1464 SE 5 PL, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
126	26040021	OSIRIS HOLDING OF FLORIDA INC	1391 NW 45 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
127	26050081	MITCHELL, HENRY C	326 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
15	26050048	MERINO, ANESTASSIA LAUREN	328 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
16	26050058	SLAVIN, DAVID A	623 DEER CREEK HOLLOWS CIR, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-12 (a) - Porches, balconies, decks, exterior stairs, walkways and appurtenances. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026

				REGULATIONS; Sec. 98-74 (a-e). - Swimming pools and spas.	
116	26050053	LEONARD ASSOCIATES INC	1636 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODE NFPA 1:10.2.1 Fire Code	
117	26060053	STERLING PROPERTIES FL LLC	1701 GREEN RD, DEERFIELD BEACH, FL 33064 #B	FIRE PREVENTION CODE NFPA 1:10.2.1 Fire Code	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
132	26030121	ROLLINS, HERBERT & TAYLOR, DONNA	1320 SW 6 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CONTINUED TO 8-11-2026
2	25110055	MCEVOY, DENIS MCEVOY, WENDY	1558 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-87.(5) - Docking and mooring facilities.	RESPONDENT WAS NOT PRESENT CONTINUED TO 10-6-2026

SPECIAL MAGISTRATE MINUTES

CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date



Regular City Commission Meeting - August 18, 2026

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, August 18, 2026, at 7:00 PM** in the **City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The August 18, 2026, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the August 18, 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 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 18, 2026.

- i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/86058953455?pwd=2SPwagCQJsT2Xv3tYwx4l1NbdsbPeL.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: 860 5895 3455#, Participant ID: #, Passcode: 206461#

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 18, 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 prior to the meeting. If you attend in person, comment cards will be provided in the Commission Chambers.

- 1. In person** - Public comment may be given in the Commission Chambers during the applicable public comment portion of the meeting.
- 2. Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” which is located at the bottom of the screen under the “reactions” tab, and your audio will be unmuted when you are recognized.
- 3. Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



PUBLIC COMMENT

ONE CARD PER AGENDA ITEM OR PUBLIC COMMENT, PLEASE!

Date: _____

Agenda Item #: _____

Public Comment: (Circle one) YES/NO

If you wish to address the City Commission, please provide the below required information:

Name: _____

Address: _____

You may also provide the following optional information, so staff may contact you, if necessary:

Phone and/or E-mail Address (optional): _____

***NOTE: You have 3 minutes to speak. TIME IS NOT TRANSFERRABLE.**

Public comment shall be governed by the City Commission Meeting Rules of Procedure outlined in Resolution 2018/014, which states that no comments shall be made related to the personal life, or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-444

Agenda Date: 8/18/2026

Status: PUBLIC HEARINGS – FIRST
READING

In Control: City Commission

Title

ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 3.7 GROSS ACRES LOCATED AT 2100-2150 SW 10TH STREET, FROM BUSINESS, COMMUNITY (B-1) TO GENERAL BUSINESS (B-3) (APPLICATION 24-R-202); PROVIDING FOR A RESTRICTIVE COVENANT TO RESTRICT CERTAIN B-3 USES ON THE PROPERTY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for October 6, 2026

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Greenspoon Marder, LLP, authorized agent for Geneva 2100, LLC is seeking Minor Site Plan approval on an approximately 3.7 gross acre site to convert a portion of the existing 25,000 square foot office building B into a office/warehouse with 9,983 square feet of office space and 15,017 square feet of warehousing, a request for a Technical Deviation (Case 2655) from the minimum requirement of 162 parking spaces to allow for 159 parking spaces, a deviation of three spaces which is the result of a newly proposed loading area, and associated site improvements, including the addition of a roll-up door, and modifications to curbing, asphalt, and landscape islands.

Concurrent with the Minor Site Plan approval and Technical Deviation request is a request for a Rezone (24-R-202) from the B1 "Business, Community" zoning district to B3 "General Business" zoning district which will allow for the proposed office/warehouse use; a Plat Note Amendment (25-P-247) to amend the note currently restricting development to 70,000 square feet of office use and 159,394 square feet of commercial use to the proposed "Parcel A-1 (see attached legal description) of this plat is restricted to 12,000 square feet of commercial, 12,000 square feet of office, and 17,000 square feet of warehouse. The remainder of this plat is restricted to 70,000 square feet of office and 159,394 square feet of commercial."

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

This agenda item addresses the request to Rezone the Property from the B1 "Business, Community" zoning district to the B3 "General Business" zoning district. In connection with the Rezoning, the Applicant has provided a voluntary Declaration of Restrictive Covenants to limit certain higher-intensity B-3 uses (ex. boat repair, dry cleaning, outside storage, auto repair) on the Property as part of the justification for the Rezoning (the "Use Restriction"). On August 6, 2026, the item was heard and approved by the Planning & Zoning Board with the condition that auto repair garage be included

in the Use Restriction.

ORDINANCE NO. 2026/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 3.7
GROSS ACRES LOCATED AT 2100-2150 SW 10th STREET, FROM
BUSINESS, COMMUNITY (B-1) TO GENERAL BUSINESS (B-3)
(APPLICATION 24-R-202); PROVIDING FOR A RESTRICTIVE
COVENANT TO RESTRICT CERTAIN B-3 USES ON THE PROPERTY;
PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE
DATE**

WHEREAS, the City Commission, as the governing body of the City of Deerfield Beach, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the City of Deerfield Beach Code of Ordinances, is authorized and empowered to consider applications related to zoning and land development orders; and

WHEREAS, Geneva 2100, LLC (the “Applicant”) has applied for a rezoning of approximately 3.7 gross acres of land generally described as COLONNADE BUSINESS CENTER 1 139-49 B A POR OF PAR A DESC AS:COMM AT NW COR SAID PAR A;E 420.24;S 107.30 TO POB CONT S 248.97;E 431.71;N 356.23 TO N LINE OF PAR A;W 240.38 TO P/C;WLY & SLY AN ARC DIST OF 41.23;SLY & WLY AN ARC DIST 124.13 TO P/T;W 91.82 TO POB, and located at 2100-2150 SW 10th Street #A, Deerfield Beach, Florida, (the “Property”) from Business, Community (B-1) to General Business (B-3) (the “Rezoning”); and

WHEREAS, the Rezoning is to provide for the proposed conversion of a portion of the existing 25,000 square foot office building B on the Property into an office/warehouse use with 9,983 square feet of office space and 15,017 square feet of warehouse; and

WHEREAS, the Rezoning Application is being processed concurrently with a Plat Note Amendment Application (Application #25-P-247), and a Site Plan Application (Application #99-B1-146 Rev. 1); and

WHEREAS, in connection with the Rezoning, the Applicant has provided a voluntary Declaration of Restrictive Covenants to limit certain higher-intensity B-3 uses (ex. boat repair, dry cleaning, outside storage, auto repair) on the Property as part of the justification for the Rezoning (the “Use Restriction”); and

WHEREAS, the Deerfield Beach Community Appearance Board reviewed the Rezoning Application on July 22, 2026, and recommended approval; and

WHEREAS, the Deerfield Beach Planning and Zoning Board reviewed the Rezoning Application on August 6, 2026, and recommended approval with the condition that auto repair uses be included in the Use Restriction; and

WHEREAS, the notice and hearing requirements have been satisfied; and

WHEREAS, the City Commission has considered the evidence and testimony presented by the Applicant and other interested parties and the recommendations of the various City of Deerfield Beach review agencies and staff; and

WHEREAS, the City Commission has determined that the proposed Rezoning, together with the Use Restriction, is consistent with the City of Deerfield Beach Comprehensive Plan designation of Commercial for the Property; and

WHEREAS, the City Commission of the City of Deerfield Beach finds it in the best interest of the City to rezone the Property to General Business (B-3).

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated into this Resolution.

Section 2. The Rezoning of the Property from Business, Community (B-1) to General Business (B-3) is hereby approved, subject to the following conditions all of which shall be satisfied by the Applicant: (i) the conditions set forth in the DRC report, as amended and dated July 6, 2026, and (ii) the execution, and recording in the public records of Broward County, of a Declaration of Restrictive Covenants, in a form approved by the City Attorney’s Office, prohibiting certain higher intensity B-3 uses on the Property as were voluntarily agreed upon by the Applicant in connection with the Applicant’s request for the Rezoning.

Section 3. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5. 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.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Return to: (enclose self-addressed stamped envelope)

Name: Elizabeth Somerstein, Esq.

Address:

Greenspoon Marder
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Elizabeth Somerstein, Esq.
Greenspoon Marder
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") made this _____ of _____ 2026, by GENEVA 2100, LLC ("Owner"), which shall be for the benefit of CITY OF DEERFIELD BEACH, FLORIDA, a municipal corporation existing under the laws of the State of Florida ("City").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of land located within the City of Deerfield Beach, more particularly described in **Exhibit A** containing approximately 3.7+/- gross acres ("Property"); and

WHEREAS, an application has been made to the City to rezone the Property from Business, Community (B-1), to Business, General (B-3), as such terms are defined under Chapter 98 of the Land Development Code of the City of Deerfield Beach, Florida ("Code"), and the Owner has voluntarily agreed to enter into this Declaration; and

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Owner hereby declares that the Property shall be subject to the covenants hereinafter set forth, which shall run with the land, and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Declaration by this reference.

2. Restriction on Use. The Property may not be used for the following uses permitted under the Business, General (B-3) zoning district.

Automotive repair garage;
Boat repair;
Boat yard/boat basis;
Marina;
Dry cleaning plant;
Outside storage;
Plant nursery;
Halfway house; and
Indoor recreation.

3. Amendments. This Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners of the portion of the Property affected by such modification, amendment, or release and approved in writing by the City, but only after such modification, amendment, or release has been approved at a duly-noticed public meeting by a majority vote of the members of the City Commission. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida.

4. Recordation and Effective Date. Upon approval of this Declaration by the City and execution by the Owner, this Declaration shall be recorded in the Public Records of Broward County, Florida. Once recorded, this Declaration shall run with the land and shall bind all successors-in-interest with respect to the Property.

5. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

6. Enforcement. The City is the beneficiary of this Declaration and may enforce the provisions herein by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of this Declaration. Any failure by the City to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter.

7. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

8. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form

thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

9. Covenant Running with the Land. The Owner hereby agrees that this Restrictive Covenant shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the undersigned, their heirs, successors and assigns, and all parties claiming under them.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner has executed this Declaration on the day first above written.

Signed, sealed and delivered
In the presence of:

Witnesses:

GENEVA 2100, LLC

Signature

By:_____

Print Name:

Its:

Printed Name of Witness

Address

Printed Name of Witness

Signature

Address

STATE OF FLORIDA)
COUNTY OF BROWARD) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of **GENEVA 2100, LLC**, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2026.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

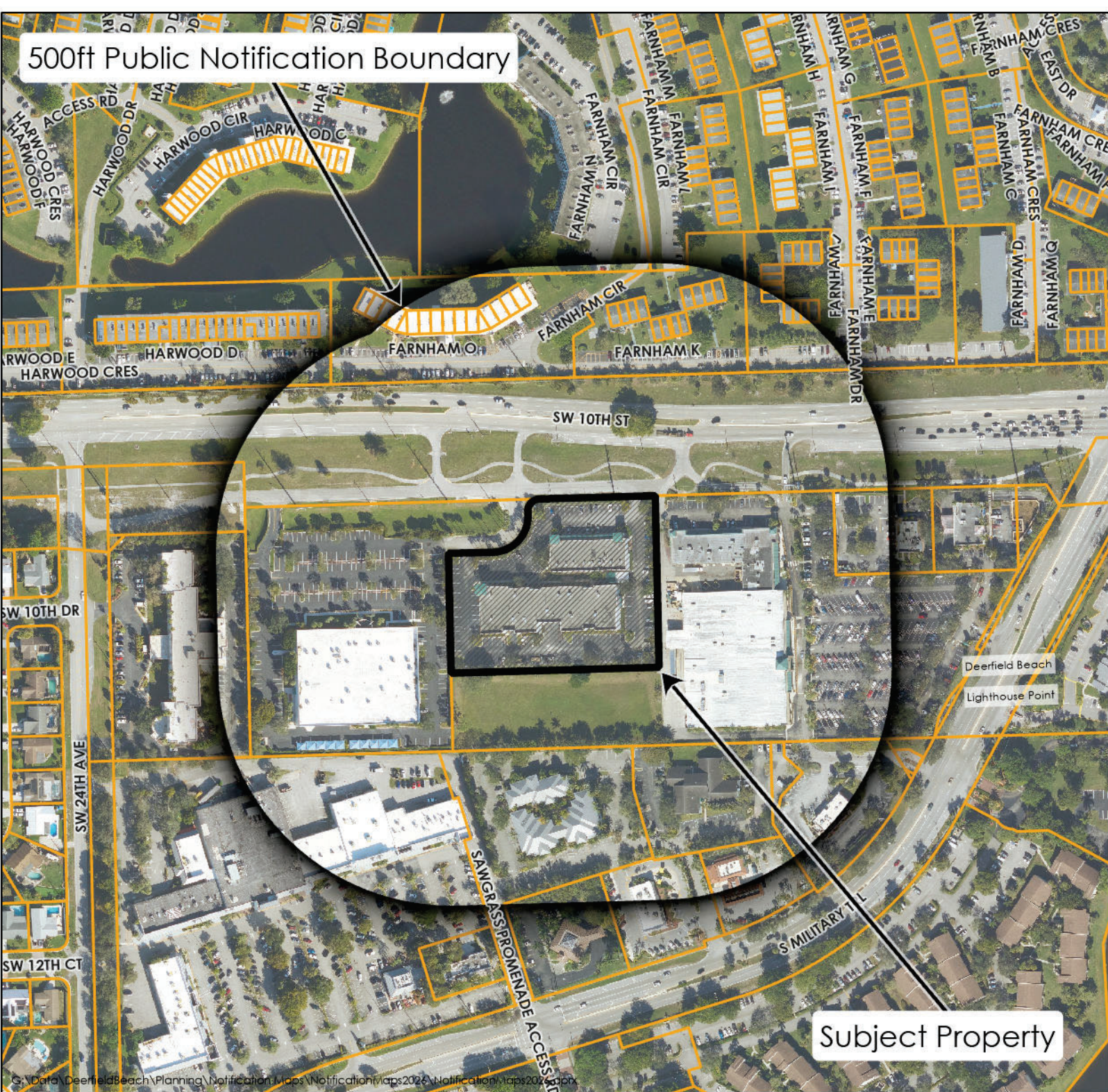
EXHIBIT A LEGAL DESCRIPTION

A portion of Parcel "A", COLONNADE BUSINESS CENTER 1, according to the Plat thereof, as recorded in Plat Book 139, Page 49, of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing at the Northwest corner of said Parcel "A"; thence North 88°21'19" East, on the North line of said Parcel "A", a distance of 420.24 feet; thence South 01°18'31" East, a distance of 107.30 feet, to the Point of Beginning, thence continuing South 01°18'31" East, a distance of 248.97 feet; thence North 88°21'02" East, a distance of 431.71 feet; thence North 01°18'31" West, a distance of 356.23 feet, to a point on the North line of said Parcel "A"; thence South 88°21'19" West, on said North line, a distance of 240.38 feet; to a point of curve, thence Westerly through Southerly on a curve to the left, with a radius of 25.00 feet, a central angle of 94°29'37", an arc distance of 41.23 feet, to a point of reverse curve, thence Southerly through Westerly on a curve to the right, with a radius of 75.00 feet, a central angle of 94°49'47", an arc distance of 124.13 feet, to a point of tangency, thence South 88°41'29" West, a distance of 91.82 feet, to the Point of Beginning.

Together with those non-exclusive easement rights as granted in Easement Agreement recorded March 14, 2000, In Official Records Book 30330, Page 623, of the Public Records of Broward County, Florida.

500ft Public Notification Boundary



Public Hearing Notice Map

App 99-B1-146 Rev. 1

Rezoning App 24-R-202

Plat Amendment 25-P-247

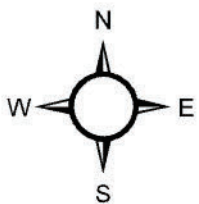
Case 2655

2100-2150 SW 10 St

For additional information

call the Planning Department at 954-250-4124

or visit www.deerfield-beach.com/1554/Meetings-Agendas



0 200 400 Feet



Deerfield Beach
Florida



Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	99-B1-146 Rev. 1; 25-P-247; 24-R-202	
Owner:	Geneva 2100, LLC	
Agent:	Greenspoon Marder LLP	
Requested Action/Description:	Seeking Minor Site Plan approval with a Technical Deviation to convert a portion of an existing office building into a office/warehouse on an existing 3.14-acre property with associated site improvements. As part of the Site Plan Approval, the Applicant is seeking to rezone from the existing B-1 Community Business zoning district to B-3 General Business, and a concurrent application for a Plat Note Amendment.	
Location:	2100-2150 SW 10 Street A (Folio #484211100011)	
Legal Description:	COLONNADE BUSINESS CENTER 1 139-49 B A POR OF PAR A DESC AS:COMM AT NW COR SAID PAR A;E 420.24;S 107.30 TO POB CONT S 248.97;E 431.71;N 356.23 TO N LINE OF PAR A;W 240.38 TO P/C;WLY & SLY AN ARC DIST OF 41.23;SLY & WLY AN ARC DIST 124.13 TO P/T;W 91.82 TO POB	
Size:	3.7 acres (gross) / 3.14 acres (net)	
Existing Zoning:	B-1 Business, Community	
Proposed Zoning:	B-3 Business, General	
Existing Land Use:	Commercial	
Future Land Use Plan Designation:	Commercial	
Surrounding Land Use and Zoning:		
	<u>Existing Land Use</u>	<u>Zoning</u>
North:	FDOT ROW	FDOT ROW
East:	Commercial	B-1 Business, Community
South:	Commercial	B-1 Business, Community
West:	Commercial	B-1 Business, Community

Applicable Regulations:	Deerfield Beach Land Development Code
Plat Restrictions:	This plat is restricted to 70,000 square feet of office use and 159,394 square feet of commercial use.
Proposed:	Parcel A-1 (see attached legal description) of this plat is restricted to 12,000 square feet of commercial, 12,000 square feet of office, and 17,000 square feet of warehouse. The remainder of this plat is restricted to 70,000 square feet of office and 159,394 square feet of commercial.

Department Comments & Requirements

REQUEST:

- Rezone from the B1 “Business, Community” zoning district to B3 “Business, General” zoning district; and
- Plat Note Amendment to amend the note restricting development to 70,000 square feet of office use and 159,394 square feet of commercial use to “Parcel A-1 (see attached legal description) of this plat is restricted to 12,000 square feet of commercial, 12,000 square feet of office, and 17,000 square feet of warehouse. The remainder of this plat is restricted to 70,000 square feet of office and 159,394 square feet of commercial.”
- Minor Site Plan approval to convert a portion of an existing office building into a warehouse on an existing 3.14-acre property with associated site improvements.
- Technical Deviation (Case 2655) from the minimum requirement of 162 parking spaces to allow for 159 parking spaces, a deviation of three (3) spaces.

BACKGROUND:

Greenspoon Marder, LLP, authorized agent for Geneva 2100, LLC is seeking Minor Site Plan approval on a 3.1-acre site to convert a portion of the existing 25,000 square foot office building B into a office/warehouse with 9,983 square feet of office space and 15,017 square feet of warehousing, a request for a Technical Deviation (Case 2655) from the minimum requirement of 162 parking spaces to allow for 159 parking spaces, a deviation of three (3) spaces which is the result of a newly proposed loading area, and associated site improvements, including the addition of a roll-up door, and modifications to curbing, asphalt, and landscape islands.

The property is not within any special design district and does not require a specific color and material scheme. The proposed improvements will not alter the existing height or aesthetics of the building. The proposed roll up door is located in the rear of the building and not viewable from the public right-of-way. The existing building materials include stucco, scoring lines, parapet reveals and decorative band accents.

The existing Building B is part of a greater parcel which contains two (2) freestanding buildings – Building A and Building B. The proposed improvements are for Building B only and not A. Currently Building B is occupied by a religious institution which received approval for a technical deviation on April 1, 2025. It is the Applicant’s intent, once the

approval for this application is complete, the religious institution will relocate off the subject property. The proposal of the roll up door and supplemental loading zone access removes three (3) existing parking spaces. The existing site with the inclusion of the improvements and elimination of three (3) parking spaces creates a total of 159 onsite parking spaces. The total required parking based on the Land Development Codes Schedule B. - Off-Street Parking requirements is 162 parking spaces for the existing uses and proposed use. Thus, the applicant is seeking a technical deviation of three (3) parking spaces.

The Property is within an existing zoning district of B-1, Business Community, with a Future Land Use (FLU) designation of Commercial.

As part of the Applicant's request for a Minor Site Plan, the applicant is seeking a request for a rezone from the existing B-1, Business Community to B-3 Business General zoning district which will allow for the conversion of approximately 15,000 square feet of an existing 25,000 square foot office building to be used for warehousing. The applicant is voluntarily restricting certain uses permitted within the B-3 zoning district in order to eliminate more intense uses on the site and ensure the uses permitted on the site align with the surrounding commercial area. The Applicant will record a restrictive covenant, or other similar form/agreement acceptable to the City.

The Applicant is also requesting to amend the existing Plat Note, which currently restricts development to 70,000 square feet of office use and 159,394 square feet of commercial use. The proposed Plat Note language reads, "Parcel A-1 (see attached legal description) of this plat is restricted to 12,000 square feet of commercial, 12,000 square feet of office, and 17,000 square feet of warehouse. The remainder of this plat is restricted to 70,000 square feet of office and 159,394 square feet of commercial."

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

On August 6, 2026, the project was heard and approved, as submitted, by the Planning & Zoning Board.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Sanitation, Fire and Traffic). Staff comments have been addressed, and the application is considered to be in compliance with the Land Development Code. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved that does not comply with the goals, objectives, and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Commercial. The proposed warehouse and office uses are allowed in the commercial land use designation.
2. Land Development Requirements: The existing property is zoned B-1, Business Community, and is requesting a rezoning to B-3 Business General. Pursuant to the City of Deerfield Beach Land Development Requirements, Warehouse and Office uses are permitted uses within the B-3, Business General zoning district. All zoning

regulations for B-3 are being met while a technical deviation is being requested for a parking deficiency of three (3) spaces.

3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17 (15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relation to the immediate surrounding area:

a. *Permitted uses, structures and activities allowed within the zoning category;*

The proposed building conversion to warehouse and office uses are permitted uses in the B-3 Business General zoning district where a rezoning is proposed. The project does not propose any exterior alterations to the existing building footprint. The existing building is in compliance with the bulk area requirements in the B-3 zoning district.

b. *Building location, dimensions, height and floor area;*

The Project meets all yard setback regulations for B-3 (proposed rezoning designation). The setbacks are as follows:

- | | |
|--|--------------------|
| • Front setback: Existing – 68 feet 2 inches | Required – 25 feet |
| • Interior Side Setback: Existing – 70 feet 6 inches | Required – 0 feet |
| • Interior Side Setback: Existing – 75 feet | Required – 0 feet |
| • Rear Setback: Existing – 79 feet 1 inch | Required – 10 feet |

The existing building height is 28 feet 6 inches. No modifications to the building height are proposed and the building will remain at 28 feet 6 inches where the maximum allowable height is 50 feet. The existing lot coverage is 25.59%. No modifications to the lot coverage are proposed and the lot coverage will maintain at 25.59% where the maximum allowable lot coverage is 65%.

c. *Location and extent of parking, access drives, and service areas;*

The existing Building B is part of a greater parcel which contains two (2) freestanding buildings – Building A and Building B. The proposed improvements are for Building B only. Currently Building B is occupied by a religious institution which received approval for a technical deviation on April 1, 2025. It is the Applicant's intent, once the approval for this application is complete, the religious institution will relocate off the subject property. The proposal of the roll up door and supplemental loading zone access removes three (3) existing parking spaces. The existing site with the inclusion of the improvements and elimination of three (3) parking spaces creates a total of 159 onsite parking spaces. The total required parking based on the Land Development Codes Schedule B. - Off-Street Parking requirements is 162 parking spaces for the existing uses and proposed use. Thus, the applicant is seeking a technical deviation of three (3) parking spaces. No improvements to the existing access drives are proposed.

d. *Traffic generation, hours of operation, noise levels and outdoor lighting;*

The proposed project generates fewer than 500 trips per day which traditionally does not require review by the City's traffic engineering consultant, per code section 98-17(c). Being that a technical deviation is proposed, the City's traffic

engineer reviewed the applications technical deviation justification and site layout. The City's traffic engineering deemed the justification to be sufficient. The amount of traffic generation, noise, levels, and lighting are anticipated to be compatible with the surrounding developments. While all lighting is existing, a photometric plan was submitted with this application and demonstrates that the existing outdoor lighting will not encroach onto the adjacent property lines, meeting the requirements for lighting.

e. *Alteration of light and air;*

The proposed Project's height and compatibility with the surrounding uses will not impact light and air more than what would be allowed by the zoning regulations. Lighting will not encroach outside the property line.

f. *Setbacks and buffers – Fences, walls, landscaping and open space treatment. To be compatible, design treatments must reflect consideration of adjoining and surrounding development and land use;*

The proposed Project meets the underlying setback requirements of the current zoning district of B-1 and the proposed rezoning classification of B-3. The existing building footprint is not expanding and will maintain its existing footprint. All other buffers and setbacks for the designated zoning are met. The existing location is surrounded by similar uses.

g. *Conditions, uses or activities which pose a significant risk to the safety or security to those under 18 years of age using schools, churches, parks, playgrounds or other facilities which cater to those under 18 years of age;*

The applicant is proposing a office/warehouse use in the existing building, which does not pose a significant risk to the safety or security of those less than 18 years of age in the 500-foot vicinity.

h. *Outside activities associated with the proposed use which could interfere with the peace and/or tranquility of residences or propose a significant risk to the safety or security of children in public or private schools, day care facilities, churches, parks, playgrounds, and other places that cater to children under the age of 18 or places which regularly provide facilities for such children to gather; and*

The project proposes the inclusion of a loading zone on the rear south side of the building which is heavily screened on both sides by newly proposed landscaping and two landscape islands on either side of the loading zone. The site plan does not propose any outdoor activity which would pose a significant risk to the safety or security to children in public or private schools, day care facilities, churches, parks, playgrounds, and other places that cater to children under the age of 18 or places which regularly provide facilities for such children to gather.

i. *Conditions, uses, or activities which could pose a significant risk to the safety or security of single-family residences within 500 feet of the lot upon which the use will occur.*

The proposed Project will not pose a significant risk to the safety or security of multi-family residences within 500 feet. There are no single-family residences within 500 feet.

SUMMARY:

Staff's review of Minor Site Plan application 99-B1-146 Rev. 1, Rezoning application 24-R-202, Plat Note Amendment 25-P-247 and Technical Deviation Case 2655 has found that the proposed project is consistent with the goals, objectives, and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.



DEVELOPMENT PLAN APPLICATION

PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)

One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

- | | |
|---|---|
| ☒ New Site Plan / Site Plan Modification (See Attachment A) | ☐ Plat or Plat Note Amendment (See Attachment F) |
| ☒ Community Appearance Board (See Attachment B) | ☐ Conditional Use (See Attachment G) |
| ☐ Variance (See Attachment C) | ☐ Vacation & Abandonment (See Attachment H) |
| ☐ Technical Deviation (See Attachment D) | ☐ ROW Variance (See Attachment I) |
| ☒ Rezoning (See Attachment E) | ☐ Sign Variance (See Attachment J) |

Project Name: Geneva Warehouse Conversion

Property Owner: Geneva 2100, LLC

Applicant (if different from Owner): Geneva 2100, LLC

Agent (if different from Owner/Applicant): Greenspoon Marder LLP

Address of Property: 2150 SW 10th Street

Legal Description of Property (lot, block, tract, subdivision): Please see enclosed special warranty deed for the legal description of the property.

Description of Project: Conversion of a +/- 10,000 sq. ft. portion of existing office building located at 2150 SW 10th Street for warehouse use.

New Development (Y/N):	<u>No</u> ☒	Modification to Existing Development (Y/N):	<u>Yes</u> ☒
Zoning District:	<u>B-1</u>	Future Land Use Category:	<u>Commercial</u>
Existing Use:	<u>Office</u>	Proposed Use:	<u>Office & Warehouse</u>
Lot Area (acres):	<u>3.14 acres (approx.)</u>	Number of Dwelling Units (proposed):	<u>n/a</u>
Sq. Ft. of Structure (existing):	<u>24,792 sq. ft. (approx.)</u>	Sq. Ft. of Structure (proposed):	<u>24,792 sq. ft. (approx.)</u>

Agent Signature: 

Name Printed: Dennis Mele, Esq. for Greenspoon Marder LLP

Address: 200 E. Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301

Telephone: (954) 527-2409

Email: dennis.mele@gmlaw.com; cc: kelly.ray@gmlaw.com

Owner Signature: 

Name Printed: Jarred E. Elmar for Geneva 2100, LLC

Address: 2150 SW 10th Street, Suite B, Deerfield Beach, FL 33442

Telephone: (954) 483-7102

Email: jarred@genevagp.com

INTERNAL USE ONLY:

SUBMITTAL DATE: _____

REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided		REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided	
Site Plan - Residential		\$2000 + \$10/unit + \$100 (Fire)		Site Plan Modification - Major		\$2000 + \$100 (Fire)	
Site Plan - Nonresidential		\$2000 + \$20 / 1000 GFA + \$100 (Fire)		Site Plan Modification - Minor		\$500 + \$100 (Fire)	
Community Appearance Board (CAB)		\$50		Plat or Note Amendment		\$1000 + \$50/acre (Nonres) \$1000 + \$40/acre + \$10/unit (Res) \$550 (Note)	
Variance (Site Plan)		\$1000		Conditional Use		\$1000 / \$300	
Variance (ZASM)		\$300					
Sign Variance		\$550					
Technical Deviation		\$500		ROW Vacation / Abandonment		\$1,350	
Rezoning		\$2000		Easement Vacation / Abandonment		\$1,350	

Total Fees Paid: _____

Cost Recovery

Account No.	Project No.	Project Name	Service	Deposit Amount	Date Received	Check No.	Receipt No.

Return to:
Michael A. Trinkler, P.A.
5501 University Drive, Suite 101
Coral Springs, FL 33067

This Instrument Prepared by and Return to:

Scott A. Elk, Esq.
Scott A. Elk, P.A.
750 Park of Commerce Blvd, Suite 400
Boca Raton, FL 33487

Property Identification Number: 4842 11 10 0011

SPACE ABOVE THIS LINE FOR PROCESSING
DATA

SPACE ABOVE THIS LINE FOR PROCESSING
DATA

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 31st day of May, 2016, by COLONNADE PLAZA ASSOCIATES, LLC, a Delaware limited liability company, having a mailing address of 2150 SW 10th Street, Suite B, Deerfield Beach, FL 33442, as Grantor, to GENEVA 2100, LLC, a Florida limited liability company, having a mailing address of 151 N. Nob Hill Road, Suite 305, Plantation, FL 33324, as Grantee.

WITNESSETH

That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described property, lying and being in Broward County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO:

- (1) Ad Valorem Real Property Taxes and Assessments for the year 2016 and subsequent years, not yet due and payable;
- (2) Zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority; and
- (3) All permitted exceptions listed on Exhibit "B" attached hereto and made a part hereof, but this reference shall not operate to reimpose same.

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining, if any.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said

land, and hereby warrants the title to said land and will defend same against the lawful claims of all persons claiming by, through or under Grantor.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

[Signature]
Printed Name: SWP

[Signature]
Printed Name: Marsha Lemanski

COLONNADE PLAZA ASSOCIATES, LLC, a
Delaware limited liability company

By: [Signature]
Name: Robert E. Milhous
Title: Director
Date: 5-21-16

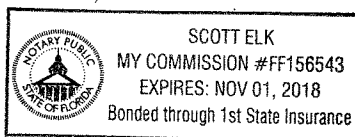
STATE OF Fla)
COUNTY OF Brevard) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Robert E. Milhous, a Director of Colonnade Plaza Associates, LLC, who

☒ is personally known to me or
☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of May, 2016.

(NOTARY SEAL)



[Signature]
NOTARY PUBLIC

(Name of Notary Typed, Printed, or Stamped)

Exhibit "A"

A portion of Parcel "A", of **COLONNADE BUSINESS CENTER I**, according to the Plat thereof, recorded in Plat Book 139, Page 49, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCING at the Northwest corner of said Parcel "A"; thence North 88°21'19" East, on the North line of said Parcel "A", a distance of 420.24 feet; thence South 01°18'31" East, a distance of 107.30 feet, to the **POINT OF BEGINNING**; thence continuing South 01°18'31" East, a distance of 248.97 feet; thence North 88°21'02" East, a distance of 431.71 feet; thence North 01°18'31" West, a distance of 356.23 feet, to a point on the North line of said Parcel "A"; thence South 88°21'19" West, on said North line, a distance of 240.38 feet, to a point of curve; thence Westerly through Southerly on a curve to the left, with a radius of 25.00 feet, a central angle of 94°29'37", an arc distance of 41.23 feet, to a point of reverse curve; thence Southerly through Westerly on a curve to the right, with a radius of 75.00 feet, a central angle of 94°49'47", an arc distance of 124.13 feet, to a point of tangency, thence South 88°41'29" West, a distance of 91.82 feet, to the **POINT OF BEGINNING**.

TOGETHER WITH:

A non-exclusive easement created by Easement Agreement for the purposes of providing vehicular and pedestrian access, ingress and egress, recorded March 14, 2000, in Official Records Book 30330, Page 623.

Exhibit "B"
Permitted Exceptions

- 1.0 Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.
- 2.0 Restrictions, dedications, notes and easements shown or recited on the plat of COLONNADE BUSINESS CENTER I, as recorded in Plat Book 139, Page(s) 49, as affected by that certain Agreement for Amendment of Notation on Plat recorded November 30, 2000, In Official Records Book 31059, Page 1258, of the Public Records of Broward County, Florida.
- 3.0 Terms and provisions of that certain Agreement Between Broward County and Regency Centers, Inc., Relating to Non-Vehicular Access Lines recorded November 4, 1997, in Official Records Book 27231, Page 221, of the Public Records of Broward County, Florida.
- 4.0 Terms and provisions of that certain Agreement between The Institute for Econometric Research, Incorporated, a Delaware corporation, successor by merger to The Institute for Econometric Research, Incorporated, a Florida corporation (Institute), and Colonnade Plaza, Ltd., a Florida limited partnership, recorded March 17, 2000, in Official Records Book 30342, Page 1825, of the Public Records of Broward County, Florida.
- 5.0 Deed of Easement in favor of Southern Bell Telephone and Telegram Company recorded May 9, 1986, in Official Records Book 13389, Page 162, of the Public Records of Broward County, Florida.
- 6.0 Easement in favor of the City of Deerfield Beach recorded November 8, 1995, in Official Records Book 27124, Page 626, of the Public Records of Broward County, Florida.
- 7.0 Non-exclusive easement rights in favor of Colonnade Plaza, Ltd., a Florida limited partnership as granted in Easement Agreement recorded March 14, 2000, in Official Records Book 30330, Page 623, of the Public Records of Broward County, Florida.
- 8.0 Declaration of Restrictions recorded September 11, 2000, in Official Records Book 30837, Page 1051, of the Public Records of Broward County, Florida.
- 9.0 Easement in favor of Florida Power & Light Company recorded February 5, 2001, in Official Records Book 31243, Page 1801, of the Public Records of Broward County, Florida.
- 10.0 Easement in favor of the City of Deerfield Beach, a municipal corporation of the State of Florida recorded May 16, 2001, in Official Records Book 31603, Page 1906, of the Public Records of Broward County, Florida.
- 11.0 Grant of Non-Exclusive Easement in favor of Peoples Gas System, a division of Tampa Electric Company, a Florida corporation recorded June 1, 2015, in Official Records Instrument No. 113018854, of the Public Records of Broward County, Florida.

October 30, 2024

Mr. Eric Power, Director
Planning & Development Services
City of Deerfield Beach
150 N.E. 2nd Ave.
Deerfield Beach, FL 33441

Re: Project Narrative – Geneva Warehouse Conversion

Dear Mr. Power:

Geneva 2100, LLC, (the “Applicant”), is proposing to convert a portion of an existing office building into a warehouse. The property consists of approximately 3.14 acres located on the south side of SW 10th Street between SW 24th Avenue and S. Military Trail and can be further identified by Broward County folio number 484211100011 (“Property”). The Property contains two existing buildings, a +/- 10,037 square foot commercial building (“Building A”), and a +/- 25,000 square foot office building (“Building B”). No changes are proposed to Building A. Applicant proposes to repurpose Building B, a 25,000 square foot office building, to one containing 9,983 square feet of office space and 15,017 square feet of warehousing. The Applicant is proposing a rezoning, and minor site plan modification to accomplish the modification and those applications are enclosed. The Applicant is aware that a plat note amendment will also be required and is currently coordinating with Broward County to verify available development rights and ensure forthcoming proposed note language is acceptable.

Rezoning

The Property is in the B-1 (business, community) zoning district and has a commercial future land use designation. The existing office and commercial use of the Property is permitted in the applicable land use and zoning categories; however, the B-1 zoning designation does not permit the warehouse use proposed within a portion of Building B. As such, the Applicant is proposing a rezoning from B-1 to the B-3 (business, general) zoning district. The proposed rezoning to B-3 includes a restriction of uses to not allow for certain higher intensity uses on the Property that would otherwise be permitted in the B-3 zoning district. The elimination of more intense B-3 uses will accommodate the proposed warehouse while also maintaining the integrity of the office and commercial uses existing on-site and along the SW 10th Street corridor.

Minor Site Plan Modification

A minor site plan modification application is proposed to account for modifications to Building B that are necessary to support the warehouse portion of the building. No changes are proposed to Building A. The changes to Building B are summarized as follows:

Building B:

- Addition of one (1) 12'x14' roll-up door to rear of Building B
- Removal of three (3) parking spaces for new loading area in front of new roll-up door location
- Modify curbing, asphalt and landscape islands to accommodate addition of the roll-up door
- Interior modifications to accommodate a total of three (3) suites to contain a combination of office and warehouse space

Additionally, a traffic statement has been prepared analyzing the change in uses and is enclosed with this submittal. The proposed building modification is not expected to generate as many vehicle trips as the existing use.

We look forward to working with the City on the successful completion of this request. Please let us know if you need any other information to review and process the applications regarding this matter.

Sincerely,

GREENSPOON MARDER LLP

A handwritten signature in blue ink, appearing to read 'K. Ray' with a stylized flourish at the end.

Kelly Ray
For the Firm



2150 SW 10th Street Suite B Deerfield Beach, FL 33442

AUTHORIZATION FOR LOBBYIST REPRESENTATION

We hereby authorize GREENSPOON MARDER LLP to act as agents in connection with all land development matters related to the property owned by Geneva 2100, LLC located in the City of Deerfield Beach, Florida.

DATED: 6/7/24

Sincerely,

[Signature]
Geneva 2100, LLC

agm
Title of Officer or Agent

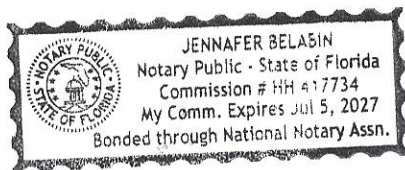
Jarred Elmar
Print Name

STATE OF Florida) ss
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Jarred Elmar (Name of Officer or Agent, Title of Officer or Agent) of Geneva 2100, LLC (Name of Corporation Acknowledging), a (State or Place of Incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (Type of Identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of June, 2024.

NOTARY'S SEAL:



[Signature]
FL Notary Public-Signature

Jennafer Belabin
Name of Notary Public Typed, Printed or Stamped

My Commission Expires:



DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

A. Shall not induce, attempt to offer, solicit or knowingly assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

2/9/23 Ben Preston \$500 Greenspoon Marder, LLP \$500 Equity Land Title, LLC

2/10/24 Daniel Shanetzsky \$500 Greenspoon Marder, LLP \$500 Equity Land Title, LLC

12/18/24 Tom Plaut \$500 Greenspoon Marder, LLP \$500 Equity Land Title, LLC

2. 1/13/25 Todd Drosky \$500 Greenspoon Marder, LLP \$500 Equity Land Title, LLC
Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

NONE

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

NONE

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Dennis D. Mele, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Dennis D. Mele
Signature

4-2-26
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

notarization, this 2nd day of April, 2026 by

Dennis D. Mele (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: Oct. 17, 2027

Commission No.: HH 437924

Leslie E. Suarez
(Signature of Notary Public - State of Florida)



Leslie E. Suarez
Comm.: HH 437924
Expires: Oct. 17, 2027
Notary Public - State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)



DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

none

2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

none

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

none

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Jarred Elmar, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

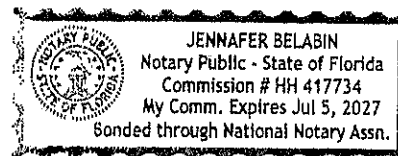
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 3 day of June, 2024 by

Jarred Elmar (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 7/5/27

Commission No.: 417734



(Signature of Notary Public - State of Florida)

Jennafer Belabin
(Print, Type, or Stamp Commissioned Name of Notary Public)

Memorandum

To: Aaron Goldberg
The Geneva Group
2150 SW 10 Street, Suite B
Deerfield Beach, FL 33442

From: J. Suzanne Danielsen, P.E.

Date: October 15, 2024

Re: **2150 SW 10 Street – Deerfield Beach, Florida**
Trip Generation Statement

As requested, Danielsen Consulting Engineers, Inc. (DC Engineers, Inc.) has prepared this trip generation statement specific to the repurposing of a 25,000 square foot office building to one containing 9,983 square feet of office space and 15,017 square feet of warehousing. The project site is located at 2150 SW 10 Street (along the south side of SW 10 Street between SW 24 Avenue and Military Trail) within municipal limits of the City of Deerfield Beach. Figure 1 shows the location of the project site.

TRIP GENERATION ANALYSIS

The project site is currently occupied by the 25,000 square foot office building proposed for repurposing and a 10,037 square foot commercial building which will remain unchanged. The South Florida Bible College is located west of the project site and commercial properties including a Walmart Neighborhood Market are located to the east. Along the north property line is a public right of way and vacant property is located to the south. Vehicles accessing the property will continue to do so through two (2), two-lane two-way driveways along the SW 10 Street frontage. A current site plan is included as Attachment A.

Trip Generation

A trip generation analysis has been completed for the proposed office and warehouse space. The analysis was performed using rates and formulae published in the Institute of Transportation Engineer's (ITE) report *Trip Generation* (11th Edition). The trip generation analysis was undertaken for daily, AM peak hour, and PM peak hour conditions. According to the referenced ITE report, the most appropriate land use categories and corresponding rates for the proposed development are as follows:

General Office – ITE Land Use #710

- Weekday: $\ln(T) = 0.87\ln(X) + 3.05$
where T = number of trips and X = 1,000 sf GFA
- AM Peak Hour: $\ln(T) = 0.86\ln(X) + 1.16$ (88% in / 12% out)
- PM Peak Hour: $\ln(T) = 0.83\ln(X) + 1.29$ (17% in / 83% out)

Warehousing – ITE Land Use #150

- Weekday: $T = 1.58(X) + 38.29$
where T = number of trips and X = 1,000 sf GFA
- AM Peak Hour: $T = 0.12(X) + 23.62$ (77% in / 23% out)
- PM Peak Hour: $T = 0.12(X) + 26.48$ (28% in / 72% out)

As shown in Table 2 'Trip Generation Summary Proposed Uses', the proposed office and warehouse space is expected to produce 218 vehicle trips per day with 48 vehicle trips occurring during the AM peak hour (39 entering and nine (9) exiting) and 53 vehicle trips occurring during the PM peak hour (12 entering and 41 exiting).

Trip Generation estimates provided in Table 1 'Trip Generation Summary Existing Uses' consider the 25,000 square foot building as it exists today. As shown in Table 1, the existing office space likely produces 347 vehicle trips per day with 51 vehicle trips occurring during the AM peak hour (45 entering and six (6) exiting) and 53 vehicle trips occurring during the PM peak hour (nine (9) entering and 44 exiting). Considering vehicle trips produced by the existing use and those expected to be produced by the proposed use yields less vehicle trips during the AM peak hour and on a daily basis. The same number of vehicle trips is expected during the PM peak hour.

CONCLUSION

Based upon the foregoing analysis, the proposed project should not require a comprehensive traffic study as the proposed change of use is not expected to generate as many vehicle trips as the existing use across all three study scenarios.

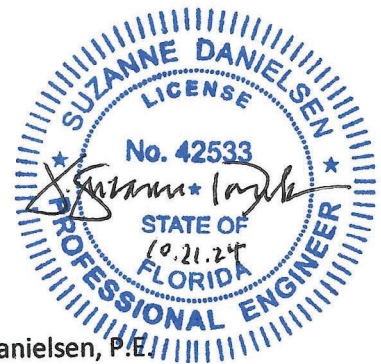
Of course, please do not hesitate to contact me directly with any questions you may have.

Sincerely,

DC ENGINEERS, INC.



J. Suzanne Daniels, P.E.
Senior Transportation Engineer



J. Suzanne Daniels, P.E.
Florida Registration Number 42533
Danielsen Consulting Engineers, Inc.
12743 NW 13th Court
Coral Springs, FL 33071
CA # 32022

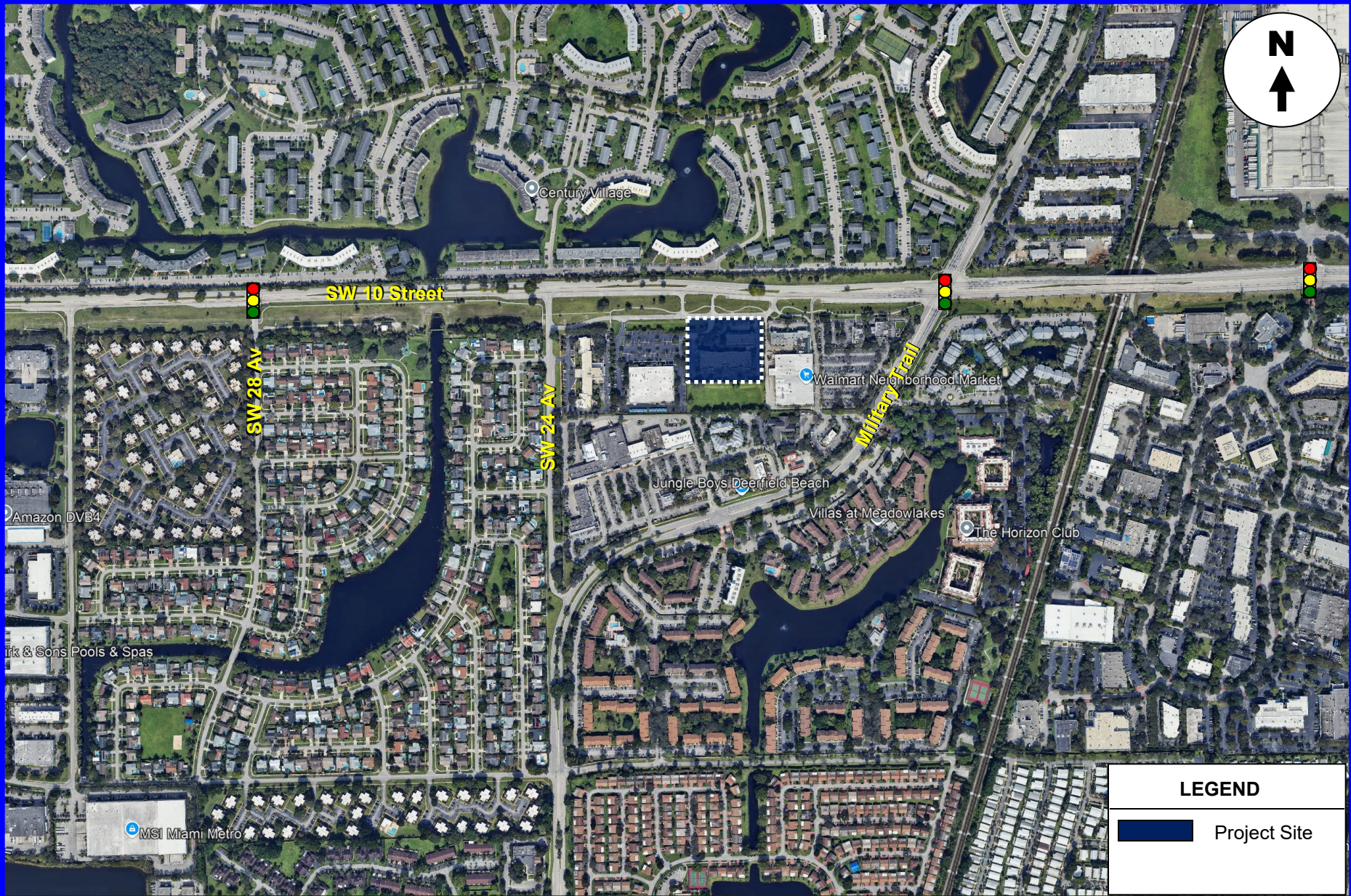


Table 1: Trip Generation Summary Existing Uses

Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Daily
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total
General Office (LUC 710)	25.000	ksf	51	45	6	53	9	44	347
Subtotal			51	45	6	53	9	44	347
Internal (0%)									
Subtotal			51	45	6	53	9	44	347
Multi-Modal Reduction (0%)			0	0	0	0	0	0	0
Total			51	45	6	53	9	44	347

Source: ITE Trip Generation Manual (9th Edition)

Table 1: Trip Generation Summary Proposed Uses

Land Use	Scale	Units	AM Peak Hour			PM Peak Hour			Daily
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound	Total Trips
General Office (LUC 710)	9.983	ksf	23	20	3	25	4	21	156
Warehouse (LUC 150)	15.017	ksf	25	19	6	28	8	20	62
Subtotal			48	39	9	53	12	41	218
Internal (0%, 0%)									
Subtotal			48	39	9	53	12	41	218
Multi-Modal Reduction (20%)			0	0	0	0	0	0	0
Total			48	39	9	53	12	41	218

Source: ITE Trip Generation Manual (11th Edition)

Net New Trips	-3	-6	3	0	3	-3	-129
----------------------	----	----	---	---	---	----	------



For Office Use Only
Application No.: 24-R-202
Submittal Date: 11/8/24

ATTACHMENT E APPLICATION FOR REZONING

Pursuant to Code Section 98-12.

**COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

All of the following must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- ☐ **Complete Application** (*Including Development Plan Application Form*)
- ☐ **Application Processing Fee** (*See fee schedule*)
- ☐ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☐ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☐ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **(2) 24"x 36" and (1) 11"x 17" Copies of Current & Up-to-Date Boundary Survey** meeting the requirements of Code Section 98-13(8)(b).
- ☐ **One (1) Digital CD** of required submittals listed above must be provided.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

****Public Notice and Advertising Requirements****

Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.



THIS APPLICATION WILL NOT BE ACCEPTED WITHOUT A SPECIFIC STATEMENT IN
RESPONSE TO EACH OF THE REQUIREMENTS ON THE FOLLOWING PAGES

A. PROPOSED REZONING

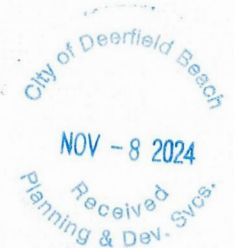
Current Zoning District(s): B-1 Proposed Zoning District(s): B-3

Site Area (Gross Acres): 3.14 acres (approx.)

Is this request in connection to a Development Plan Application? ☒ Yes ☐ No

Reason for the requested rezoning: Applicant is requesting a rezoning from B-1 to B-3 to allow for
the conversion of approximately 15,017 sq. ft. of an existing +/- 25,000 square-foot office building
to be used for warehousing. The Applicant is voluntarily restricting certain uses permitted
within the B-3 district in order to eliminate more intense uses on the site and ensure the
uses permitted on the site align with the surrounding commercial area. The Applicant will
record a restrictive covenant, or other form/agreement acceptable to the City, restricting the
permitted uses. Exhibit A attached depicts the uses permitted in the B-3 district but shows
the proposed eliminated uses in "strike".

In addition, the applicant is applying for a minor site plan modification concurrent with
the proposed rezoning. A plat note amendment application will also be forthcoming.



B. DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA

(Attach additional page(s) if more space is needed).

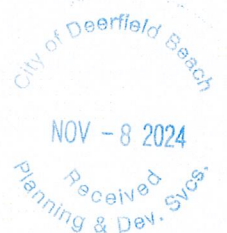
The burden of proving that all of the requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.

1. That the petition for a change of zoning will not result in spot zoning or contract zoning:

Please see attached Exhibit B: DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA

2. That the proposed change is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan:

Please see attached Exhibit B: DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA



3. That conditions have substantially changed from the date the present zoning district classification was placed on the property, which make the passage of the proposed change necessary:

Please see attached Exhibit B: DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA

4. That the proposed change will not adversely influence residential living conditions in the adjacent and neighboring (500 feet) communities:

Please see attached Exhibit B: DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA



5. That the proposed change is compatible with the development(s) in the adjacent and neighboring (500 feet) uses and zoning:

Please see attached Exhibit B: DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA



Return to: (enclose self-addressed stamped envelope)

Name: Elizabeth Somerstein, Esq.

Address:

Greenspoon Marder
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Elizabeth Somerstein, Esq.
Greenspoon Marder
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") made this _____ of _____ 2026, by GENEVA 2100, LLC ("Owner"), which shall be for the benefit of CITY OF DEERFIELD BEACH, FLORIDA, a municipal corporation existing under the laws of the State of Florida ("City").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of land located within the City of Deerfield Beach, more particularly described in **Exhibit A** containing approximately 3.7+/- gross acres ("Property"); and

WHEREAS, an application has been made to the City to rezone the Property from Business, Community (B-1), to Business, General (B-3), as such terms are defined under Chapter 98 of the Land Development Code of the City of Deerfield Beach, Florida ("Code"), and the Owner has voluntarily agreed to enter into this Declaration; and

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Owner hereby declares that the Property shall be subject to the covenants hereinafter set forth, which shall run with the land, and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Declaration by this reference.

2. Restriction on Use. The Property may not be used for the following uses permitted under the Business, General (B-3) zoning district.

Boat repair;
Boat yard/boat basis;
Marina;
Dry cleaning plant;
Outside storage;
Plant nursery;
Halfway house;
Indoor recreation.

3. Amendments. This Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners of the portion of the Property affected by such modification, amendment, or release and approved in writing by the City, but only after such modification, amendment, or release has been approved at a duly-noticed public meeting by a majority vote of the members of the City Commission. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida.

4. Recordation and Effective Date. Upon approval of this Declaration by the City and execution by the Owner, this Declaration shall be recorded in the Public Records of Broward County, Florida. Once recorded, this Declaration shall run with the land and shall bind all successors-in-interest with respect to the Property.

5. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

6. Enforcement. The City is the beneficiary of this Declaration and may enforce the provisions herein by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of this Declaration. Any failure by the City to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter.

7. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

8. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form

thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

9. Covenant Running with the Land. The Owner hereby agrees that this Restrictive Covenant shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the undersigned, their heirs, successors and assigns, and all parties claiming under them.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner has executed this Declaration on the day first above written.

Signed, sealed and delivered
In the presence of:

Witnesses: GENEVA 2100, LLC

Signature

Printed Name of Witness

Address

Printed Name of Witness

Signature

Address

By: _____
Print Name: _____
Its: _____

STATE OF FLORIDA)
COUNTY OF BROWARD) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of **GENEVA 2100, LLC**, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2026.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT A LEGAL DESCRIPTION

A portion of Parcel "A", COLONNADE BUSINESS CENTER 1, according to the Plat thereof, as recorded in Plat Book 139, Page 49, of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing at the Northwest corner of said Parcel "A"; thence North 88°21'19" East, on the North line of said Parcel "A", a distance of 420.24 feet; thence South 01°18'31" East, a distance of 107.30 feet, to the Point of Beginning, thence continuing South 01°18'31" East, a distance of 248.97 feet; thence North 88°21'02" East, a distance of 431.71 feet; thence North 01°18'31" West, a distance of 356.23 feet, to a point on the North line of said Parcel "A"; thence South 88°21'19" West, on said North line, a distance of 240.38 feet; to a point of curve, thence Westerly through Southerly on a curve to the left, with a radius of 25.00 feet, a central angle of 94°29'37", an arc distance of 41.23 feet, to a point of reverse curve, thence Southerly through Westerly on a curve to the right, with a radius of 75.00 feet, a central angle of 94°49'47", an arc distance of 124.13 feet, to a point of tangency, thence South 88°41'29" West, a distance of 91.82 feet, to the Point of Beginning.

Together with those non-exclusive easement rights as granted in Easement Agreement recorded March 14, 2000, In Official Records Book 30330, Page 623, of the Public Records of Broward County, Florida.

EXHIBIT A
B-3 RESTRICTED/PERMITTED USES

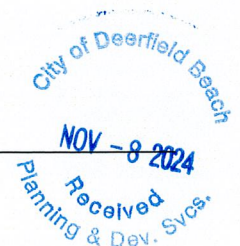
Applicant is voluntarily restricting certain uses permitted within the B-3 district from being permitted on the subject property. The Applicant will record a restrictive covenant, or other form/agreement acceptable to the City, restricting the permitted uses.

Uses shown in “~~strike~~” are proposed to be eliminated from the list of permitted/conditional uses.

For informational purposes, uses shown in **bold** are also permitted in the B-1 and/or B-2 districts.

Sec. 98-55. B-3 general business.

- (a) *Purpose and intent.* The purpose of this district is to provide for heavy commercial activities which can serve as a transition between commercial and industrial areas and, with proper buffering, be compatible with residential development. This district is intended to be applied to those areas identified by the land use element of the comprehensive plan as C-2 land use where the existing lot pattern or development pattern makes an industrial district inappropriate. With the exception of outdoor seating for craft/artisan production facilities and outdoor storage as provided herein, all business must be conducted within a fully enclosed building.
- (b) *Permitted uses.* The following uses shall be permitted principal uses in the B-3 district:
- (1) Building materials supply/distribution to the trade - (includes, but not limited to, hardware, lumber, millwork, plumbing);
 - (2) Printing;
 - (3) Trade shops: metal work, woodworking, plumbing, roofing, electrical and associated building trades;
 - (4) **Store, retail (in accordance with land use plan limitations);**
 - (5) **Essential services;**
 - (6) Lawn service;
 - (7) Commercial bakery;
 - (8) Exterminator;
 - (9) **Medical or dental lab;**
 - (10) **Offices, business and professional;**
 - (11) Warehouses;



(12) Wholesale trade;

~~(13) Boat repair~~

~~(14) Plant nursery;~~

(15) Automotive services;

~~(16) Marina;~~

(17) Commercial kitchen;

(18) School, vocational;

(19) Building cleaning and maintenance services;

(20) Sports performance training facility;

~~(21) Indoor recreation, provided:~~

- ~~a. The location, design and operation of an indoor recreation shall not adversely affect the continued use, enjoyment and development of adjacent properties. In considering this requirement, particular attention shall be focused on noise, pollution and traffic;~~
- ~~b. The use is in accordance with the land use plan limitations;~~
- ~~c. Alcoholic beverage sales may not be permitted as an accessory use.~~

(22) Craft/artisan production (in accordance with land use plan limitations) provided:

- a. There is a non-production area dedicated for uses such as retail, eating, drinking or tasting that is at least ten percent, but no more than 30 percent of the total floor area;**
- b. The facility must front a street or have a well-marked and visible entrance;**
- c. All production, processing and distribution activities are to be conducted within an enclosed building;**
- d. Access and loading bays shall not face any street, excluding alleys;**
- e. Silos are permitted as accessory structures and must obtain site plan approval; the maximum height shall be as allowed in the dimensional requirements of the zoning district;**
- f. Live music or entertainment shall only be allowed as an accessory use. All noise generated by live music or entertainment activities shall be fully contained within the building;**
- g. Outdoor seating shall be permitted as an accessory use and limited in size to 20 percent of the gross floor area of the tenancy space.**

(23) Dry cleaning establishment;

~~(24) Dry cleaning plant;~~

- (25) **Automobile accessories retail establishment provided that such facility is located at least 1,000 feet from any other automobile accessories retail store. The distance requirements shall be measured and computed by following a straight line from the nearest point of the existing building or structure, or part thereof, in which an automobile accessories retail store is located to the nearest point of the building or structure in which automobile accessories retail store is proposed to be located;**
- (26) **Thrift shop.**
- (27) **Pharmacy, provided that such facility is located at least 250 feet from any other pharmacy. The distance requirements shall be measured and computed by following a straight line from the nearest point of the existing building or structure, or part thereof, in which a pharmacy is located to the nearest point of the building or structure in which a pharmacy is proposed to be located;**
- (c) *Conditional uses.* Upon application and after a favorable determination by the zoning appeals special master or the city commission (where the conditional use is part of the site plan application) that all conditions and provisions of a conditional use have been met, the uses listed below may be permitted as conditional uses in this district, provided that the property listed below may be permitted as conditional uses in this district. In addition to any provisions listed herein, all proposed conditional uses shall comply with the requirements of this Code, be heard and decided by the zoning appeals special master (or the city commission where applicable) as set forth herein, and be consistent with the goals, objectives and policies of the city's comprehensive plan.
- (1) Automobile repair garage provided the requirements of this Code are complied with. No vehicle may be stored in the public right-of-way while such vehicle is in the custody of the automobile repair garage. No vehicle may be stored in the required parking spaces for the business except temporarily while a customer is picking up or dropping off the vehicle. No vehicle may be stored in any required landscaped area. For the purpose of this section, the term "vehicle" shall mean any vehicle regardless of type, including, but not limited to cars, trucks, motorcycles, scooters, boats, trailers, all-terrain and recreational vehicles. An automotive body shop shall contain within said shop, a spray paint booth constructed in compliance with the National Fire Code;
- (2) Fabricating, assembly and processing operations which produce no noise, smoke or other pollutants noticeable at the property line of the subject site;
- ~~(3) Outside storage provided:~~
- ~~a. The outside storage is subordinate to the principal use located on the same property; and~~
- ~~b. The outside storage area does not abut a residential district; and~~
- ~~c. The storage area is in a rear or side yard and screened according to the requirements of this Code; and~~

~~d. The height of the material stored does not exceed the height of the screening.~~

~~(4) Boat yard/boat basis;~~

(5) Auto rental agency;

(6) Check cashing store; and

(7) Astrologist, palmist, psychic, and related services;

~~(8) Halfway house; provided the parcel upon which it is located is at least 1,000 feet from the nearest RS-5, RS-7, RM-10 or RM-15 zoning district and no halfway house is located within a radius of 1,000 feet of an existing halfway house;~~

(9) Pain management clinics, subject to the requirements set forth in section 98-65 of this Land Development Code.;

(10) Smoke shop provided:

a. No smoke shop shall be located within 1,000 feet of any other smoke shop or within 1,000 feet of any school (public or private as defined in Sections 1002.01 or 1003.01 Florida Statutes), house of worship, licensed day care center, medical clinic or specialty hospital treating persons for substance abuse; or located 100 feet from any residentially zoned property, alcoholic beverage establishment, nightclub or private club; and

b. The distance requirements shall be measured and computed by following a straight line from the nearest point of the existing building or structure, or part thereof, in which an existing smoke shop, public or private school, house of worship, licensed day care center, medical clinic or specialty hospital treating persons for substance abuse is located to the nearest point of the building or structure in which a smoke shop is proposed to be located;

(11) Pawn shop in accordance with section 98-99 of the Land Development Code;

(12) Secondhand store in accordance with section 98-99 of the Land Development Code.

(d) *Accessory uses.* The following use shall be permitted accessory use in the B-3 district:

(1) Accessory uses customarily incidental to a principal, permitted or approved conditional use.

(e) *Property development requirements.* Property development regulations addressing minimum lot requirements, minimum floor area, required yards, maximum lot coverage, floor area ratio, minimum landscape area and height are presented in tabular form contained herein.

(f) *Signs.* No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in Chapter 102 of the Land Development Code, whichever is less.

EXHIBIT B

DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA

1. That the petition for a change of zoning will not result in spot zoning or contract zoning.

The Property is located in a commercial area, surrounded by the B1 Zoning district to the east, south and west, with a B2 Zoning district also within 500' of the Property. Residential is to the north and separated from the Property by City right-of-way and SW 10th Street. The presence of a B-3 Zoning district (restricted) on the Property aligns with the commercially designated areas in the vicinity, indicating it is not an instance of spot zoning. The proposed rezoning to B-3 includes voluntary use restrictions intended to prohibit more intense commercial uses that would otherwise be permitted in the B-3 zoning district and ensuring it aligns with the surrounding commercial area.

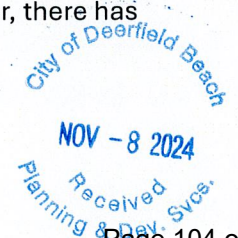
2. That the proposed change is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan.

The property has a commercial land use designation, which permits warehouse uses per the City's Comprehensive Plan. The commercial land use category is intended for neighborhood, community and regional commercial enterprises. The existing office use that will remain on the property is also consistent with the commercial land use category. The proposed rezoning will allow for the conversion of a portion of an existing office building to a warehouse, which is consistent with Goal FLU 1.0 which includes that development and redevelopment occurring in the City should achieve and maintain a functional mix of commercial uses. The voluntary use restriction associated with the proposed rezoning application is also consistent with Policy FLU 1.1.16 which states the City shall maintain separate community and highway intensities of commercial development. The use restrictions associated with the rezoning will prevent higher intensity uses normally permitted in the B-3 zoning district from being developed on the property and maintain consistency with the surrounding commercial development in the area.

3. That conditions have substantially changed from the date the present zoning district classification was placed on the property, which make the passage of the proposed change necessary.

The subject property contains two existing commercial buildings. The smaller, northern building fronting SW 10th Street contains commercial spaces including a bakery and a VA outpatient clinic. The applicant does not propose to alter this building.

The larger, southern building located at the rear of the property, is a +/- 25,000 square-foot office building. The applicant is proposing to convert a portion (approximately 10,000 sq. ft.) of the office building to be utilized for warehouse space. The rezoning is appropriate given the evolving conditions in the market, which have led the 10,000 square-foot office space to remain vacant for some time. Attempts to attract office tenants have not been successful. However, there has



been interest from users looking to utilize the space for light warehouse activities, while also incorporating an office component for routine operations.

In addition to changing market conditions, SW 10th Street in the vicinity of the site has evolved into a critical transportation corridor for all types of traffic and in this area is a critical link between I-95 and the Sawgrass Expressway. A 3-mile segment of SW 10th Street, including adjacent to the Property, is part of FDOT's SW 10th Street Connector project. The current arterial roadway is forced to accommodate both the regional long-distance through trips, while simultaneously serving the local business and residential community traffic of the adjacent property owners. Per FDOT, the SW 10th Street Connector Project will provide two roadways along SW 10th Street in Deerfield Beach. One roadway, the SW 10th Street connector lanes, will improve regional connectivity by connecting the Sawgrass Expressway with I-95. The other roadway, local SW 10th Street, will become a "Complete Street" that will incorporate a shared-use path and provide connectivity to all existing local properties and the local roadway network. Recognizing the importance of SW 10th Street as a connector to I-95 and the Sawgrass Expressway, the permission of limited warehouse on the Property will add to the attractiveness for potential tenants and support transportation infrastructure investments.

The proposed rezoning to B-3 with restricted uses will allow the existing uses to remain while also granting the site the flexibility to respond to changing conditions in a manner consistent with and sensitive to its surroundings. Additionally, the site will comply with the City's Land Development Regulations.

4. That the proposed change will not adversely influence residential living conditions in the adjacent and neighboring (500 feet) communities.

The proposed rezoning will not adversely influence residential living conditions in the adjacent and neighboring communities. The subject property is located in a commercial area of the City and is adjacent to commercial properties to west, south, and east. The residential communities located to the north are separated from the property by SW 10th Street, and the other residential communities to the west, south, and east are all at least approximately 700' or further from the property. The existing commercial and office uses on the property will remain, and only a portion of the office building is proposed to be converted to warehouse use. A site plan modification is being submitted concurrently with the rezoning application which includes the necessary modifications required to support the proposed warehouse use on the property.

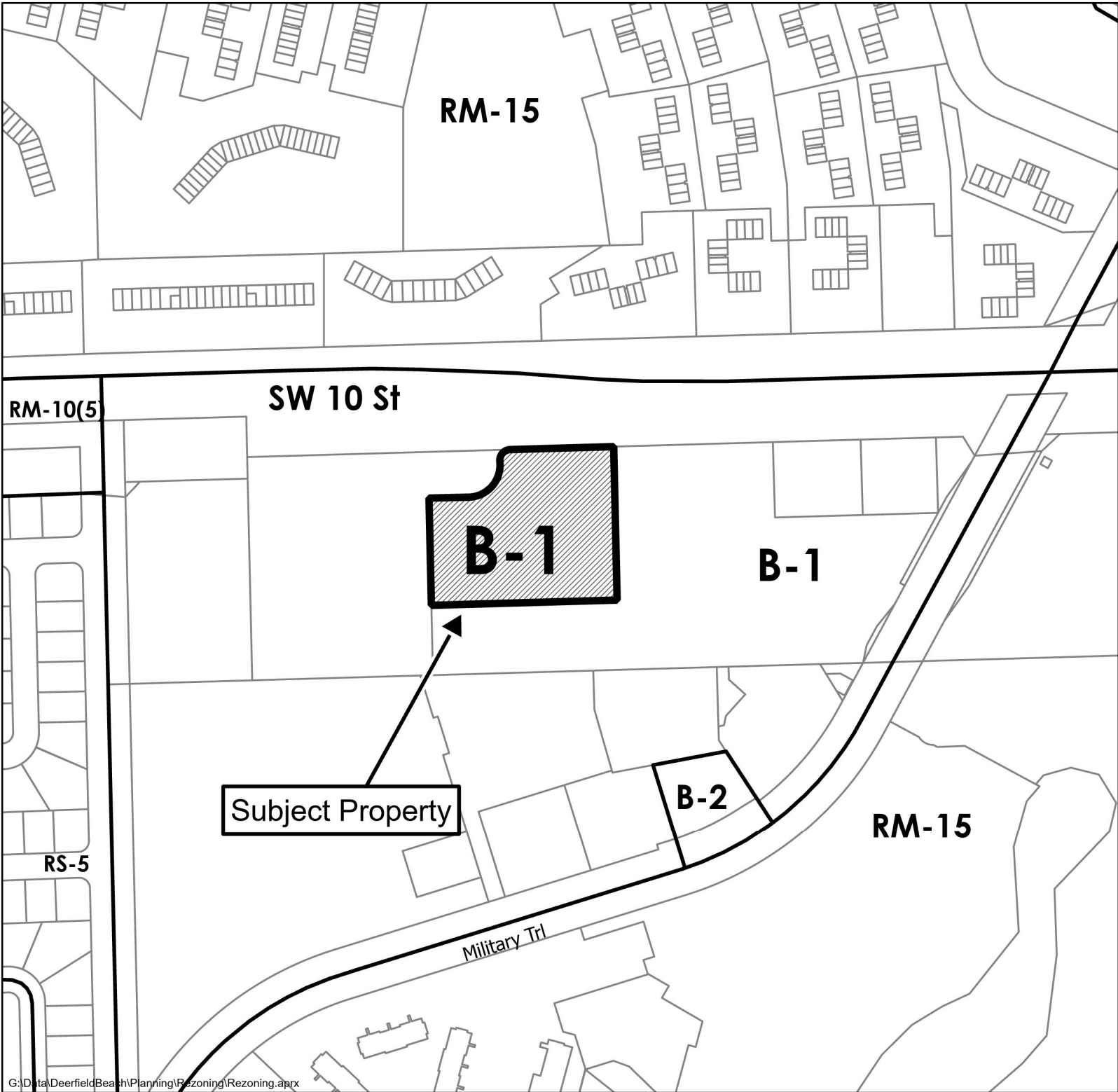
5. That the proposed change is compatible with the development(s) in the adjacent and neighboring (500 feet) uses and zoning.

The proposed rezoning is compatible with the existing development and adjacent neighborhood uses and zoning. The SW 10th Street corridor is currently lined with a mix of uses including residential, commercial and industrial. This mix of uses has existed in the SW 10th Street corridor without any detrimental impacts. The subject property is adjacent to B-1 zoning to west, south, and east. The existing commercial and office uses will remain on the property, while a portion of the larger office building will be converted to warehouse use. The proposed rezoning to B-3

City of Deerfield Beach
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Planning & Dev. Svcs.

includes voluntary use restrictions intended to prohibit more intense commercial uses that would otherwise be permitted in the B-3 zoning district from being allowed on the property, which will maintain compatibility with the adjacent and neighboring uses.





Existing Zoning Map

Rezoning Application 24-R-202

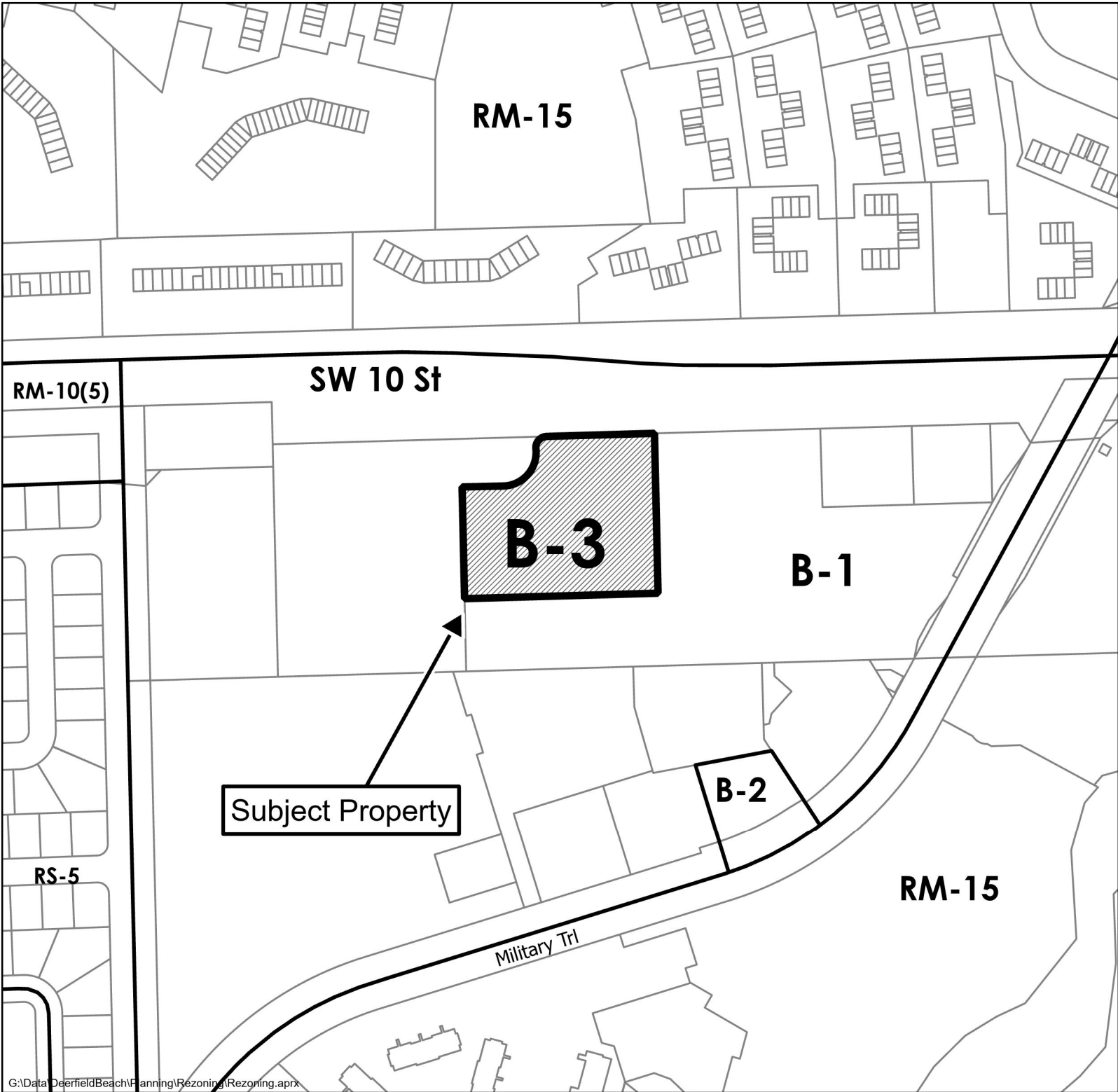
2100-2150 SW 10 ST A



0 200 400
Feet



For additional information
call the Planning Department at 954-250-4124
or visit www.deerfield-beach.com/1554/Meetings-Agendas



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Proposed Zoning Map

Rezoning Application 24-R-202

2100-2150 SW 10 ST A



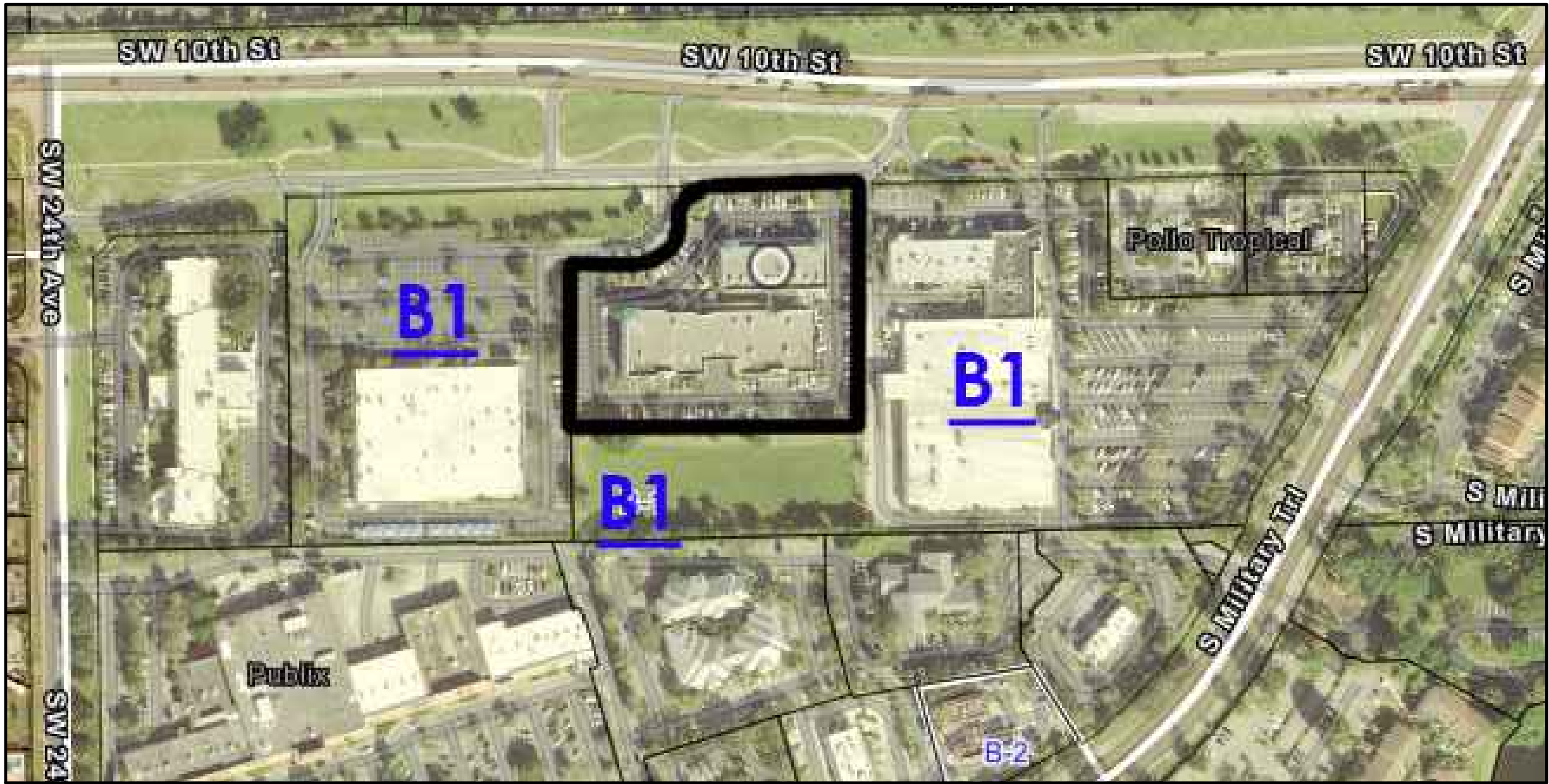
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For additional information
call the Planning Department at 954-250-4124
or visit www.deerfield-beach.com/1554/Meetings-Agendas



SITE PLAN MODIFICATION COLONNADE BUSINESS CENTER

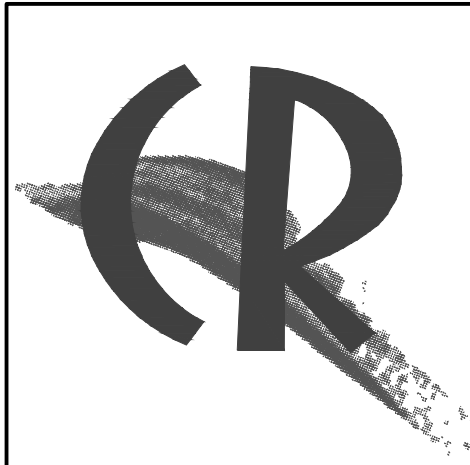
2100-2150 S.W. 10th Street,
Deerfield Beach, Florida 33442
Parcel ID: 484211100011



ADJACENT PROPERTIES - ZONED: B1
LAND USE: COMMERCIAL

OWNER and APPLICANT:
Geneva 2100 LLC
2150 SW 10th St, Suite B,
DEERFIELD BEACH, FL 33442
954-240-5428

ARCHITECT:



CABRERA RAMOS
Architects, Inc.

9851 N.W. 58 ST., #107, Doral, Florida
33178 - TEL: 305.593.0750 (AA C001621)
MIGUEL CABRERA JR. #AR13118
ROSA RAMOS-BOTTA #AR15209

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0	08/13/2024 SITE PLAN SUBMITTAL

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SURVEY	
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A200	FLOOR PLAN 'BUILDING B'
A201	FLOOR PLAN 'BUILDING A'
L100	LANDSCAPE PLAN
SL100	PHOTOMETRIC PLAN

PROJECT DESCRIPTION & SCOPE OF WORK

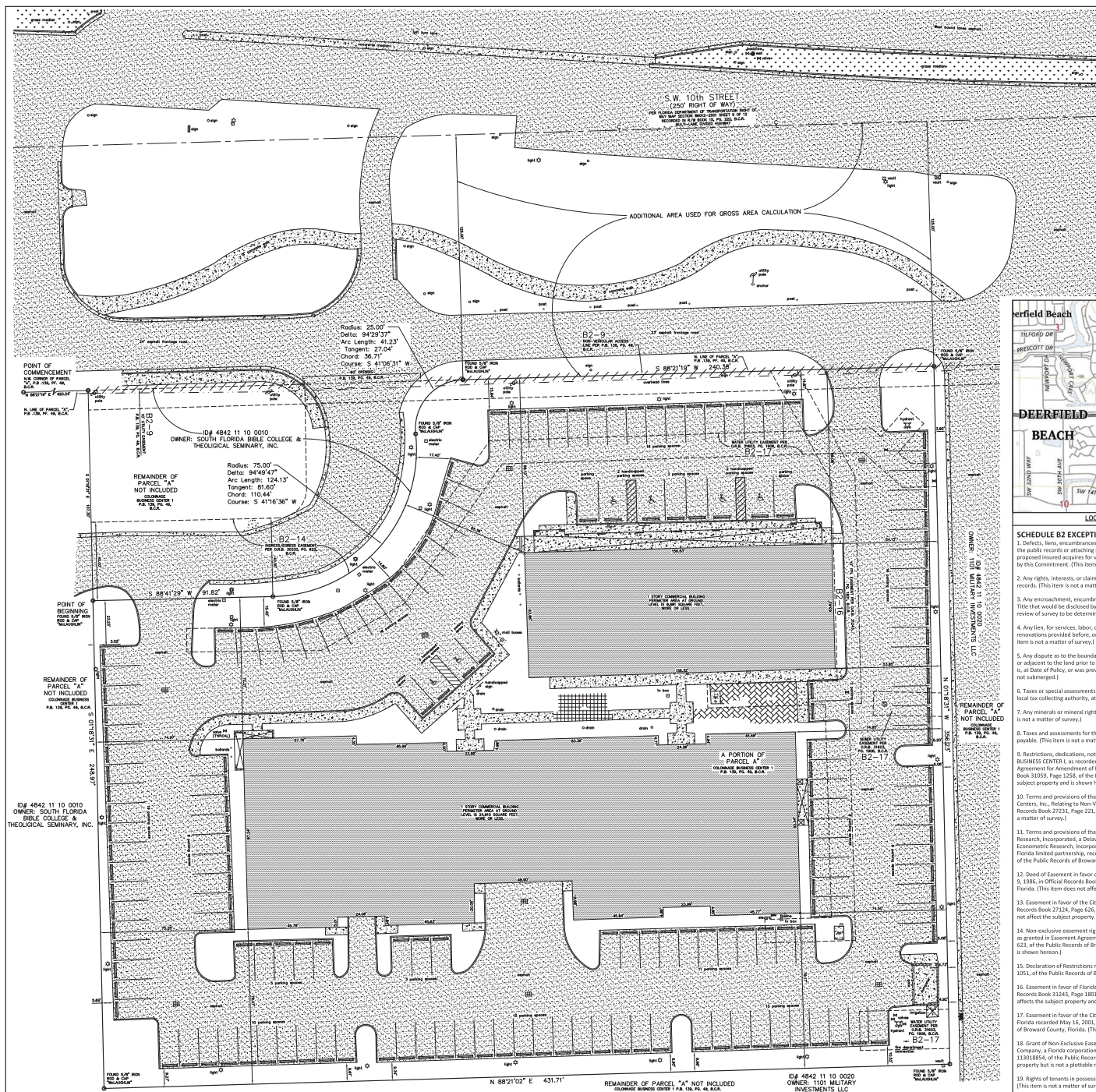
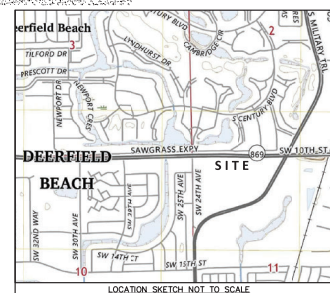
REZONING: THE PROPERTY IS IN THE B-1 (BUSINESS, COMMUNITY) ZONING DISTRICT AND HAS A COMMERCIAL FUTURE LAND USE DESIGNATION. THE EXISTING OFFICE AND COMMERCIAL USE OF THE PROPERTY IS PERMITTED IN THE APPLICABLE LAND USE AND ZONING CATEGORIES; HOWEVER, THE B-1 ZONING DESIGNATION DOES NOT PERMIT THE WAREHOUSE USE PROPOSED WITHIN A PORTION OF BUILDING B. AS SUCH, THE APPLICANT IS PROPOSING A REZONING FROM B-1 TO THE B-3 (BUSINESS, GENERAL) ZONING DISTRICT. THE PROPOSED REZONING TO B-3 INCLUDES A RESTRICTION OF USES TO NOT ALLOW FOR CERTAIN HIGHER INTENSITY USES ON THE PROPERTY THAT WOULD OTHERWISE BE PERMITTED IN THE B-3 ZONING DISTRICT. THE ELIMINATION OF MORE INTENSE B-3 USES WILL ACCOMMODATE THE PROPOSED WAREHOUSE WHILE ALSO MAINTAINING THE INTEGRITY OF THE OFFICE AND COMMERCIAL USES EXISTING ON-SITE AND ALONG THE SW 10TH STREET CORRIDOR.

MINOR SITE PLAN MODIFICATION: A MINOR SITE PLAN MODIFICATION APPLICATION IS PROPOSED TO ACCOUNT FOR MODIFICATIONS TO BUILDING B THAT ARE NECESSARY TO SUPPORT THE WAREHOUSE PORTION OF THE BUILDING. NO CHANGES ARE PROPOSED TO BUILDING A. THE CHANGES TO BUILDING B ARE SUMMARIZED AS FOLLOWS:

- BUILDING B:
- ADDITION OF ONE (1) 12'X14' ROLL-UP DOOR TO REAR OF BUILDING B
 - REMOVAL OF THREE (3) PARKING SPACES FOR NEW LOADING AREA IN FRONT OF NEW ROLL-UP DOOR LOCATION
 - MODIFY CURBING, ASPHALT AND LANDSCAPE ISLANDS TO ACCOMMODATE ADDITION OF THE ROLL-UP DOOR
 - INTERIOR MODIFICATIONS TO ACCOMMODATE A TOTAL OF THREE (3) SUITES TO CONTAIN A COMBINATION OF OFFICE AND WAREHOUSE SPACE

PLAT NOTE AMENDMENT:
A PLAT NOTE AMENDMENT IS BEING SUBMITTED TO SUPPORT THE PROPOSED USE OF THE PROPERTY.



[illegible][illegible]

SECTION 82: BEST EVIDENCE:

1. **Default, liens, encumbrances, adverse claims or other matters**, if any, created, first appearing in the public records or attaching subsequent to the effective date prior to the date the proposed subject property was sold, mortgaged, or otherwise encumbered or otherwise affected by this Commitment. (This item is not a matter of survey.)
2. **Any rights, interests, or claims of parties in possession of the land** not shown by the public records. (This item is not a matter of survey.)
3. **Any encroachment, encumbrance, violation, violation or adverse circumstance affecting the title** that would be disclosed in an actual and complete land survey or a professional land survey review of survey to be determined by title examination.
4. **Any lien, for services, labor, or materials in connection with improvements, repairs or alterations**, on, or to the land of Part of Policy, not shown by the public records. (This item is not a matter of survey.)
5. **Any dispute as to the boundaries** caused by a change in the location of any water body with or adjacent to the land prior to Date of Policy, and any adverse claim in all or part of the land that is not shown by the public records or was previously under water. (As of date of survey the subject property was not submerged.)
6. **Titles and special assessments** not shown as items in the public records or in the records of the local tax collecting authority, if Date of Policy. (This item is not a matter of survey.)
7. **Any minerals or mineral rights**, granted or retained by certain or prior owners. (This item is not a matter of survey.)
8. **Taxes and assessments for the year 2016 and subsequent years**, which are not yet due and payable. (This item is not a matter of survey.)
9. **Restrictions, dedications, notes and easements shown or recited on the plat of COLONADE BUSINESS CENTER**, as recorded in Public Records 179, Page 49, as affected by that to certain Official Records 30095, Page 1258, of the Public Records of Broward County, Florida. (This item affects the subject property and is shown hereon.)
10. **Terms and provisions of that certain Agreement between Broward County and Registry** of the State of Florida, as recorded in Public Records 1997, Page 1037, of the Public Records 27231, Page 221, of the Public Records of Broward County, Florida. (This item is not a matter of survey.)
11. **Terms and provisions of that certain Agreement between The Institute for Economic Research, Incorporated, a Delaware corporation, successor by merger to the Institute for Economic Research, Incorporated, a Florida corporation (Institute), and Colomade Plaza, LLC, a Florida limited liability company, as recorded in Public Records 30342, Page 4825, of the Public Records of Broward County, Florida. (This item is not a matter of survey.)**
12. **Deed of Easement in favor of Southern Bell Telephone and Telegraph Company recorded May 19, 1984, in Public Records 158, Page 123, of the Public Records of Broward County, Florida. (This item does not affect the subject property.)**
13. **Easement in favor of the City of Deerfield Beach recorded November 8, 1995, in Official Records 27724, Page 626, of the Public Records of Broward County, Florida. (This item does not affect the subject property.)**
14. **Non-enclosed easement rights in favor of Colomade Plaza, LLC, a Florida limited partnership as granted in Easement Agreement recorded March 14, 2000, in Official Records Book 30330, Page 623, of the Public Records of Broward County, Florida. (This item affects the subject property and is shown hereon.)**
15. **Declaration of Restrictions recorded September 11, 2010, in Official Records Book 30837, Page 1051, of the Public Records of Broward County, Florida. (This item is not a matter of survey.)**
16. **Easement in favor of Florida Power & Light Company recorded February 3, 2001, in Official Records Book 11243, Page 1881, of the Public Records of Broward County, Florida. (This item is not a matter of survey.)**
17. **Easement in favor of the City of Deerfield Beach, a municipal corporation of the State of Florida recorded May 16, 2004, in Official Records Book 31663, Page 1906, of the Public Records of Broward County, Florida recorded March 2, 2015, in Official Records Book 31663, Page 1906, of the Public Records of Broward County, Florida. (This item is not a matter of survey.)**
18. **Partial Enclosed Easement in Favor of Peoples Gas System, a division of Tampa Electric Company, recorded September 11, 2010, in Official Records Book 30837, Page 1051, of the Public Records of Broward County, Florida. (This item does not affect the subject property.)**
19. **Rights of tenements in possession, if any, under written records** recorded in the Public Records. (This item is not a matter of survey.)

DATE OF FIELD SURVEY	05-16-19	DRAWN BY	M.W.
FIELD BOOK: AL-S--16-1639		CHECKED BY	M.W.
REVISIONS & SURVEY UPDATES		DATE OF SURVEY & REVISIONS	BY
UPDATE SURVEY & LOCATE ADJACENT R/W TO C/A, 28--0875	05--28--2025	M.W.	
UPDATE SURVEY 24--0882	05--17--2024	M.W.	
UPDATE SURVEY 24--0828	03--11--2024	M.W.	
ADD DATE OF FIELD NOTES TO CERTIFICATION	05--24--16	M.W.	
CERTIFICATION & CHANGE CIR:	05--23--16		
CERTIFY TO:			
Genesee 2000, LLC			
CERTIFICATION:			
This document certifies that this map and plan and the survey on which it is based were made in accordance with the 2013 Minimum Standard Statement Requirements for ALTA/NPSPLand Title Surveys, jointly established and adopted by ALTA and NPSPL, and includes items 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 14, 16, 18, and 19 of Table A attached hereto. The fieldwork was completed on 05-28-2025.			
Robert L Thompson		Digitally signed by Robert L. Thompson Date: 2025.05.30 10:59:08 (UTC)	
ROBERT L. THOMPSON (PREVIOUS)			
SHEET 1 OF 1	SCALE = 1"=20'	SKETCH NUMBER: SU-16-1639	

SITE DATA TABLE			
	REQUIRED	EXISTING	PROPOSED
ZONING		B-1 (COMMUNITY BUSINESS)	B-3 (GENERAL BUSINESS)
GROSS LOT AREA		154,318 SF	154,318 SF
NET LOT AREA	7,000 SF (MIN.)	136,899 SF (3.14 ACRES)	136,899 SF (3.14 ACRES)
LOT WIDTH	50 FT. (MIN.)	431.71'	431.71'
FRONT SETBACK	25 FT.	72 FT (BLDG A) 68'-2" (BLDG B)	72 FT (BLDG A) 68'-2" (BLDG B)
SIDE SETBACK	0 FT.	54'-1"/221'-6" (BLDG A) 75 FT./ 70'-6" (BLDG B)	54'-1"/221'-6" (BLDG A) 75 FT./ 70'-6" (BLDG B)
REAR SETBACK	10 FT.	203'-6" (BLDG A) 79'-1" (BLDG B)	203'-6" (BLDG A) 79'-1" (BLDG B)
FLOOR AREA	1,000 SF (MIN.)	35,037 SF	35,037 SF
FLOOR AREA RATIO	0.80 (MAX.)	0.26	0.26
LOT COVERAGE	65% (MAX.)	25.59% 88,984 SF	25.59% 35,037 SF
LANDSCAPE (PERVIOUS)	15% (MIN.)	29,535 (21.59%)	29,689 SF (21.69%)
IMPERVIOUS AREA		107,333 SF (78.41%)	107,210 SF (78.31%)
HEIGHT	50 FT. (MAX.)	28'-6"	28'-6"
PARKING STANDARD 10' X 20' ADA 12' X 20'	155 TOTAL SPACES	162 TOTAL SPACES 156 REGULAR SPACES 6 ADA PARKING SPACES	159 TOTAL SPACES 153 REGULAR PARKING SPACES 6 ADA PARKING SPACES

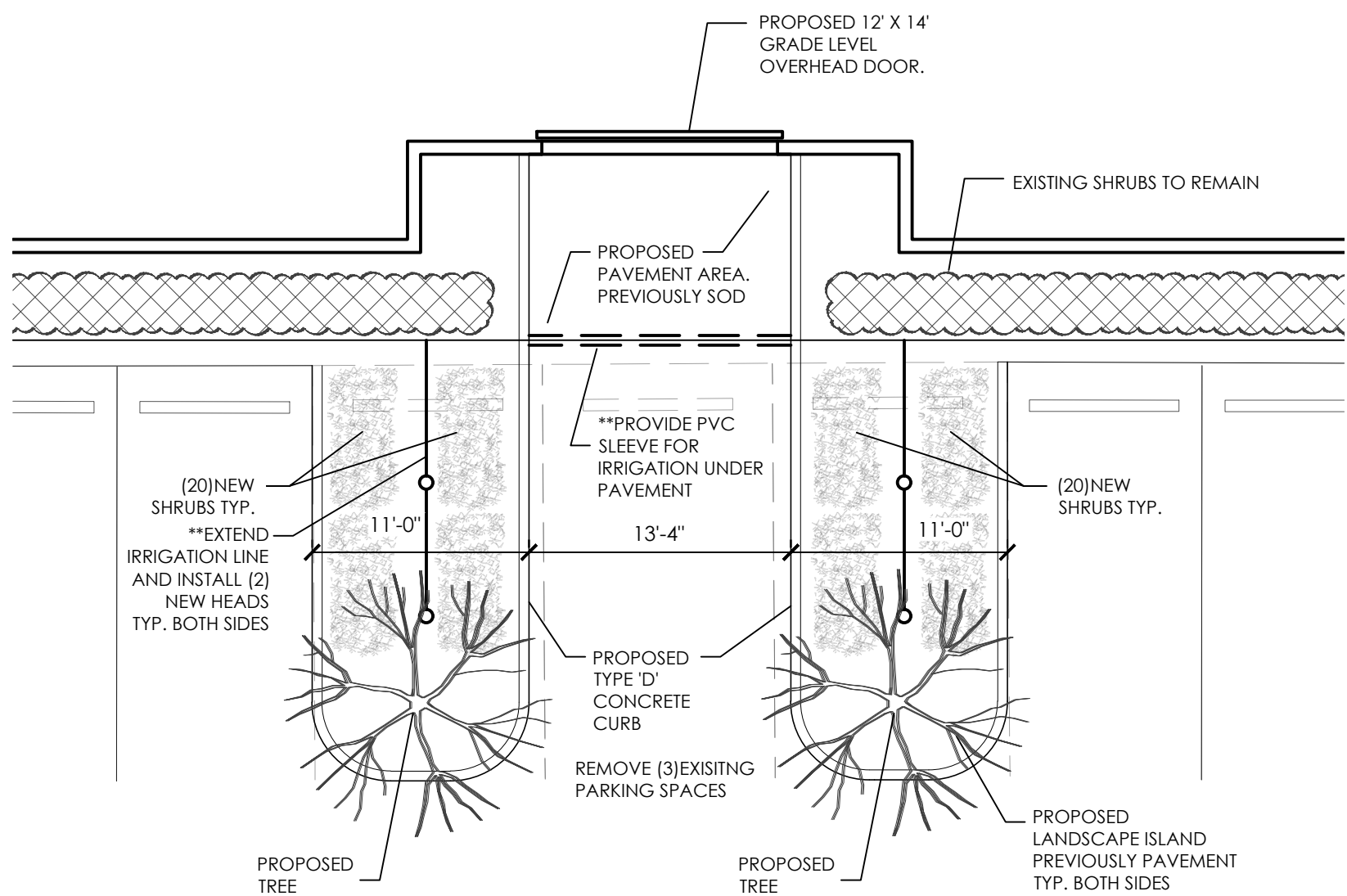
SITE INFORMATION			
EXISTING ZONING:		B-1	
PROPOSED ZONING:		B-3	
NET LOT ACREAGE		136,899 SF ± 3.1428 ACRES	
EXISTING BUILDING AREA (A+B)		35,000 SF	
		PROVIDED	
LOT COVERAGE		35,000 SF (25.57%)	
OPEN SPACE	(INCREASE OF 154 SF)	29,689 SF (21.69%)	
ASPHALT AREA	(DECREASE OF 154 SF)	66,583 SF (48.63%)	
SIDEWALKS		5,627 SF (4.11%)	

APPLICABLE CODES	
1.	CITY OF DEERFIELD BEACH LAND DEVELOPMENT CODE

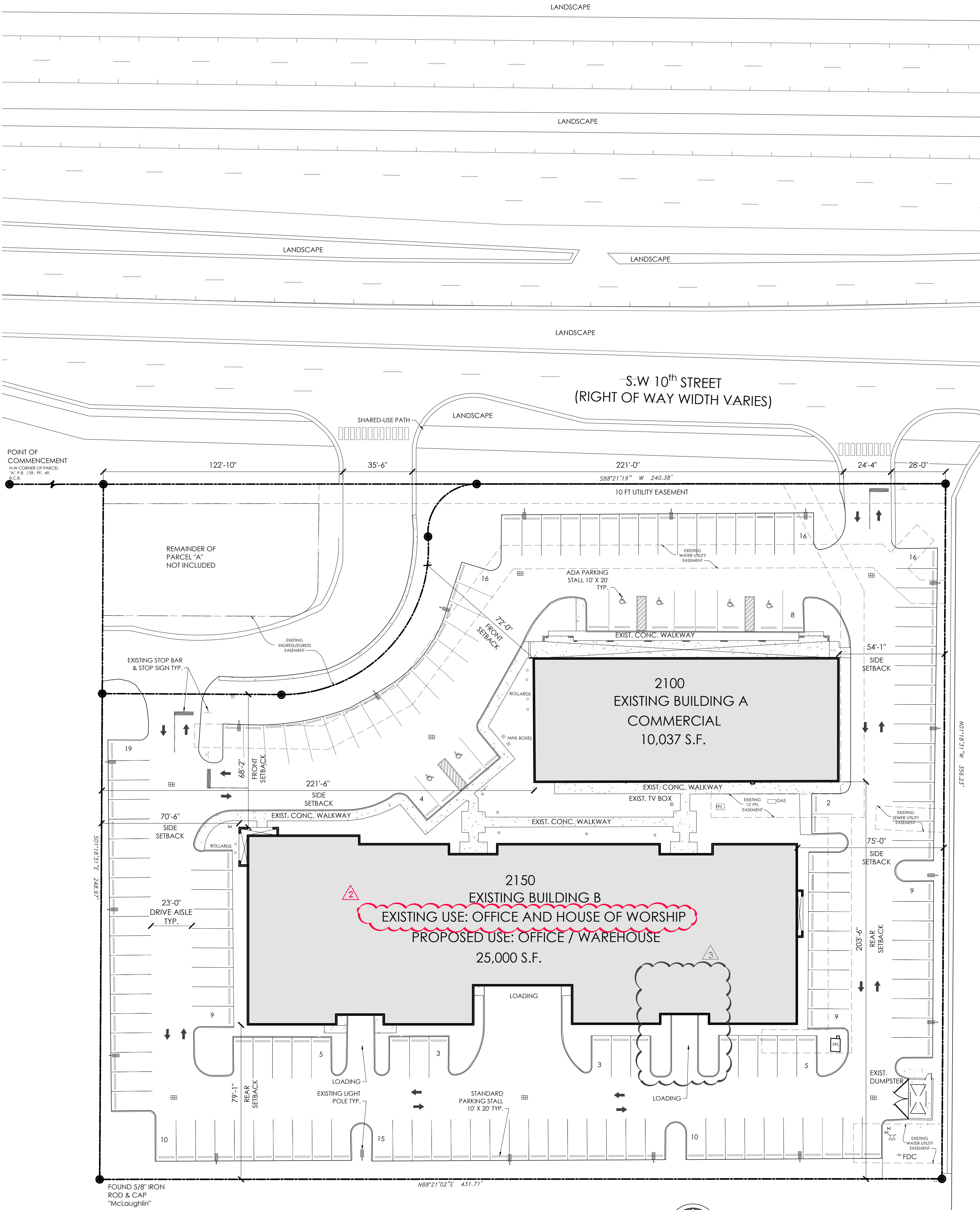
PARKING CALCULATIONS			
BUILDING "A" - (COMMERCIAL)			
2,845 SF (CUSTOMER SERVICE AREA) / 50 SF		= 57 SPACES	
26 LINEAR FEET OF BAR AREA (200 SF) / 2 LINEAR FEET		= 13 SPACES	
1,973 SF (STORAGE / KITCHEN AREA) / 400 SF		= 5 SPACES	
5,019 SF (MEDICAL CLINIC) / 200 SF		= 26 SPACES	
BUILDING "B" - (OFFICE / WAREHOUSE)			
9,983 SF (OFFICE)/250 SF		= 40 SPACES	
15,017 SF (WAREHOUSE) / 750 SF		= 21 SPACES	
TOTAL PARKING REQUIRED		= 162 SPACES	
PARKING PROVIDED:		= 159 SPACES	
INCLUDING:			
ACCESSIBLE SPACES REQUIRED & PROVIDED		= 6	

SERVICE PROVIDERS	
POTABLE WATER PROVIDER:	CITY OF DEERFIELD BEACH
FACILITY:	CITY OF DEERFIELD BEACH WATER TREATMENT PLANT
SANITARY SEWER PROVIDER:	BROWARD COUNTY
FACILITY:	BROWARD COUNTY NORTH DISTRICT REGIONAL WASTEWATER TREATMENT PLANT
DRAINAGE PROVIDER:	DRAINAGE MANAGEMENT DISTRICT 4
SOLID WASTE PROVIDER:	WASTE MANAGEMENT INC.

LEGAL DESCRIPTION	
A PORTION OF PARCEL "A" COLONNADE BUSINESS CENTER 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOCK 139, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA:	
COMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A" +/- THENCE NORTH 88°21'19" EAST, ON THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 42024 FEET +/- THENCE SOUTH 01.18°31" EAST, A DISTANCE OF 107.30 FEET, TO THE POINT OF BEGINNING +/- THENCE CONTINUING SOUTH 01.18°31" EAST, A DISTANCE OF 431.72 FEET +/- THENCE NORTH 01.18°31" WEST, A DISTANCE OF 356.23 FEET, TO A POINT ON THE NORTH LINE, A DISTANCE OF 356.23 FEET, TO A POINT ON THE NORTH LINE, A DISTANCE OF 240.38 FEET, TO A POINT OF CURVE +/- THENCE WESTERLY THROUGH SOUTHERLY ON A CURVE TO THE LEFT, WITH A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94.29°37", AN ARC DISTANCE OF 41.23 FEET TO A POINT OF REVERSE CURVE +/- THENCE SOUTHERLY ON A CURVE TO THE RIGHT, WITH A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 94.49°47" AN ARC DISTANCE OF 124.13 FEET, TO A POINT OF TANGENCY +/- THENCE SOUTH 88°41'29" WEST, A DISTANCE OF 91.82 FEET, TO THE POINT OF BEGINNING.	
SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 136,899 SQUARE FEET OR 3.1428 ACRES MORE OR LESS.	



- | | |
|---------------------|---|
| * LANDSCAPING SCOPE | - 1. (2) NEW LANDSCAPE ISLANDS |
| | - 2. ADDITIONAL 154 SF OF SOD |
| | - 3. (2) NEW CRAPE MYRTLE TREES: 10' HEIGHT, 5' SPREAD & 40 NEW RED TIP COCOPLUM SHRUBS |
| ** IRRIGATION SCOPE | - 1. PVC SLEEVE UNDER PORTION OF EXISTING IRRIGATION NOW UNDER PAVEMENT |
| | - 2. EXTEND IRRIGATION LINE APPROXIMATELY 40 FT AND PROVIDE (4) IRRIGATION HEADS. |



REVISIONS:

3

10-06-2025
RESPONSE TO
LATEST COMMENTS

4

05-13-2025
RESPONSE TO
LATEST COMMENTS

COLONNADE BUSINESS CENTER

CHANGE OF ZONING REQUEST

CLIENT: GENEVA 2100 LLC

Project Location: 2100-2150 S.W. 10th Street, Deerfield Beach, FL 33442

CABRERA RAMOS
Architects, Inc.

9851 NW 58 STREET, #107
DORAL, FLORIDA 33178
T:305.593.0750 F:305.593.8862
AA C001621

MIGUEL A. CABRERA JR., P.A.
State Reg. No. AR13118

ROSA E. RAMOS-BOTTA, P.A.
State Reg. No. AR15209

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DATE: 07-30-2024

DRAWN: GPM

CHECKED BY: MAC

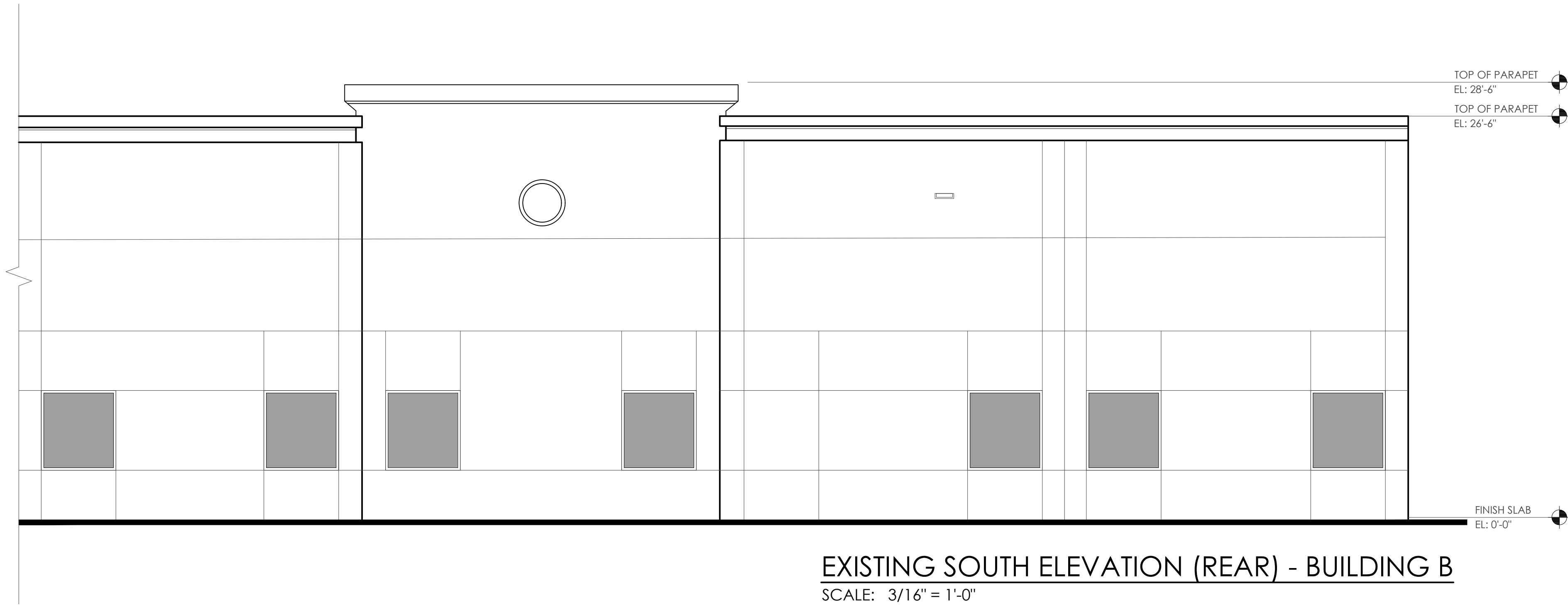
JOB NO.: 2917-24

SEAL

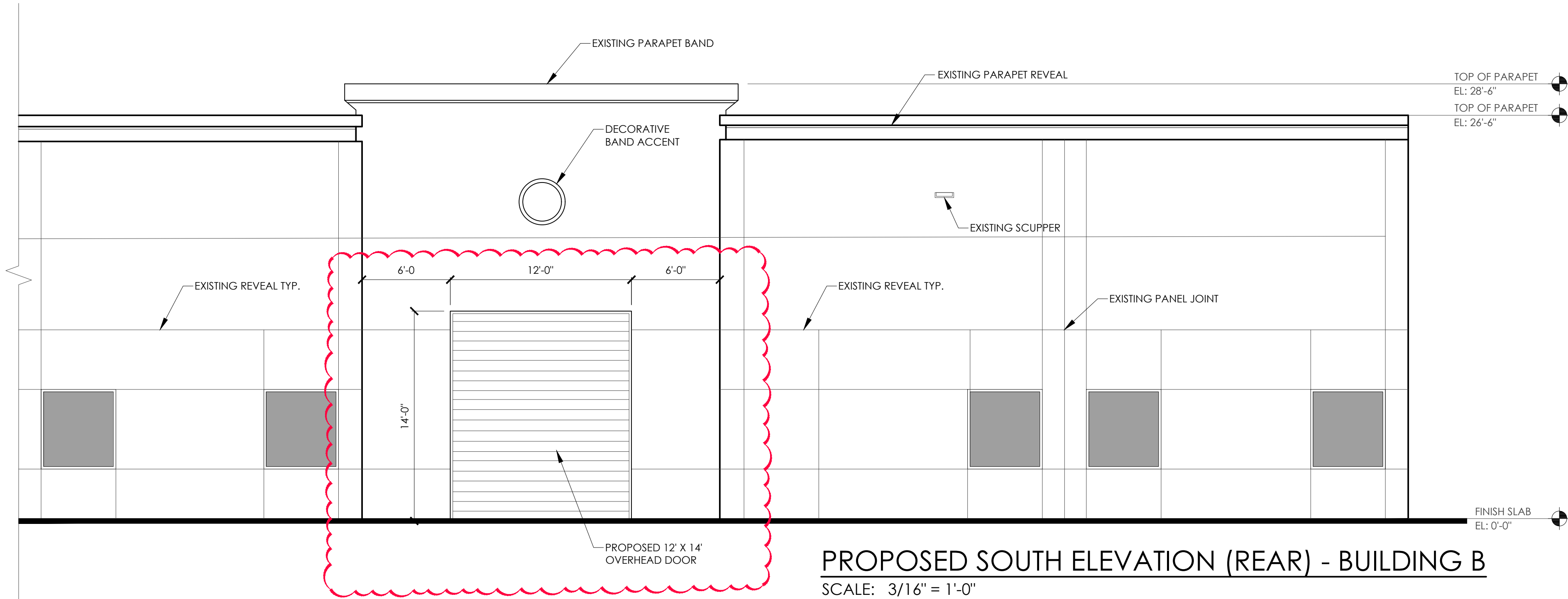
SHEET NO.

A100

SITE PLAN



EXISTING SOUTH ELEVATION (REAR) - BUILDING B
SCALE: 3/16" = 1'-0"



PROPOSED SOUTH ELEVATION (REAR) - BUILDING B
SCALE: 3/16" = 1'-0"

REVISIONS:

10-06-2025
RESPONSE TO
LATEST COMMENTS

COLONNADE BUSINESS CENTER
CHANGE OF ZONING REQUEST

CLIENT: GENEVA 2100 LLC
Project Location: 2100-2150 S.W. 10th Street, Deerfield Beach, FL 33442


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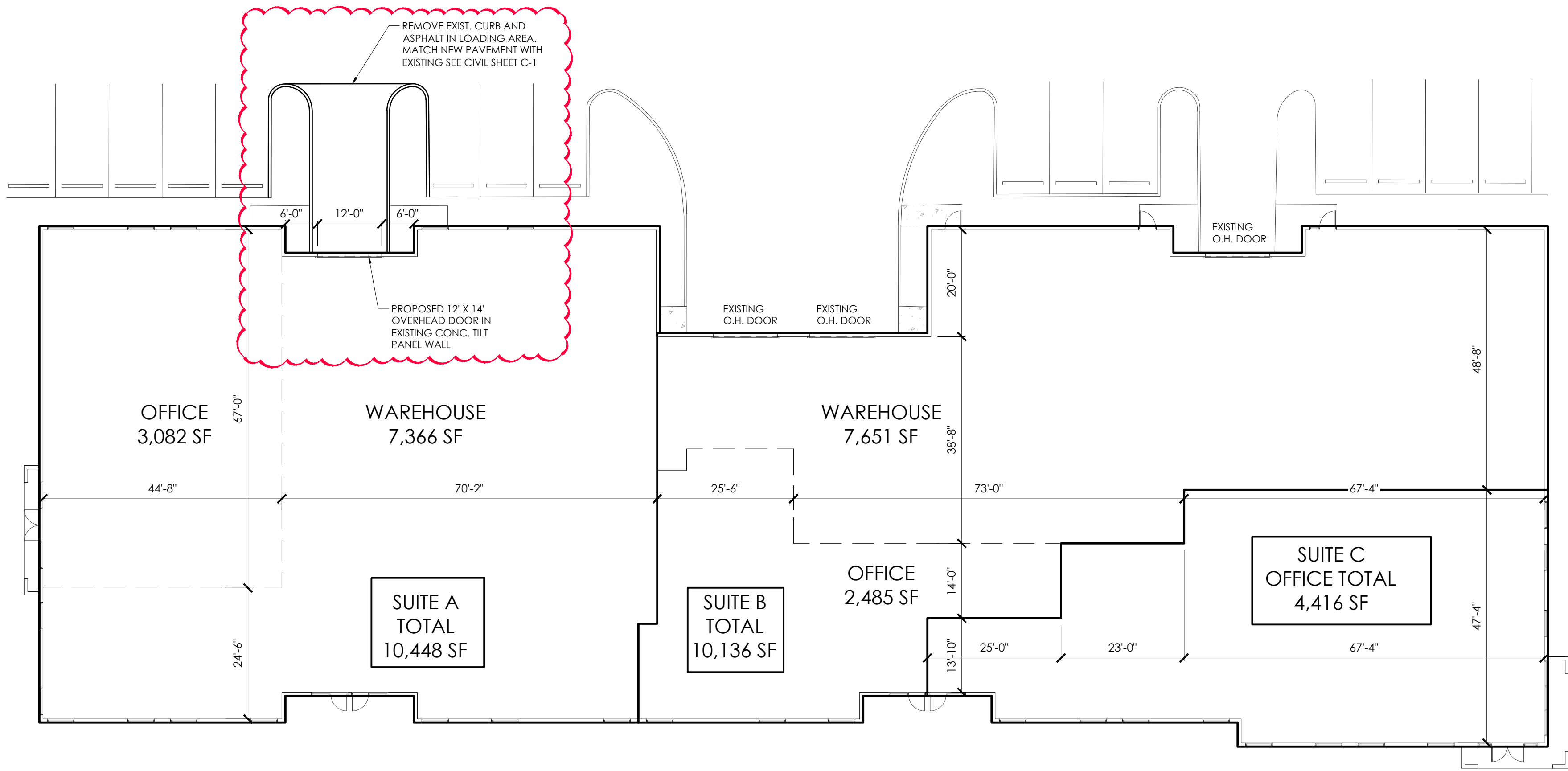
JOB NO.: 2917-24

SEAL

SHEET NO.

A101

ELEVATION



**PROPOSED FLOOR PLAN
BUILDING 'B'**

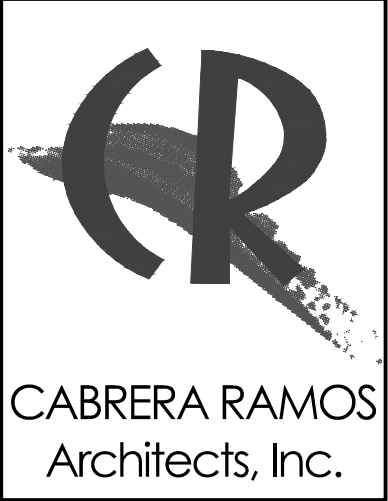
SCALE: 1/16" = 1'-0"

REVISIONS:

COLONNADE BUSINESS CENTER
CHANGE OF ZONING REQUEST

CLIENT: GENEVA 2100 LLC

Project Location: 2100-2150 S.W. 10th Street, Deerfield Beach, FL 33442



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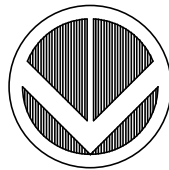
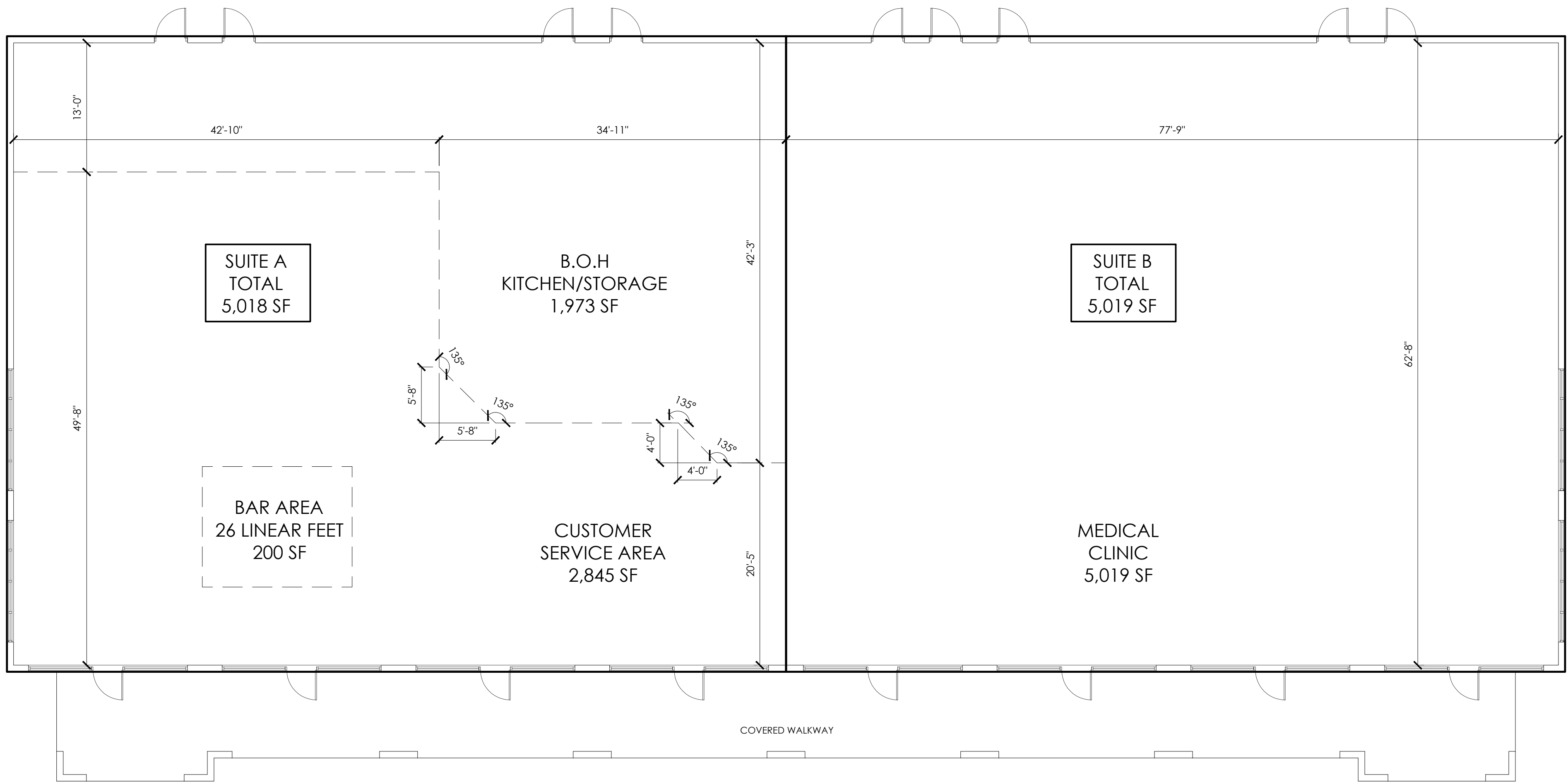
JOB NO.: 2917-24

SEAL

SHEET NO.

A200

FLOOR PLAN



FLOOR PLAN
BUILDING 'A'
SCALE: 1/8" = 1'-0"

REVISIONS:

COLONNADE BUSINESS CENTER

CHANGE OF ZONING REQUEST

CLIENT: GENEVA 2100 LLC

Project Location: 2100-2150 S.W. 10th Street, Deerfield Beach, FL 33442



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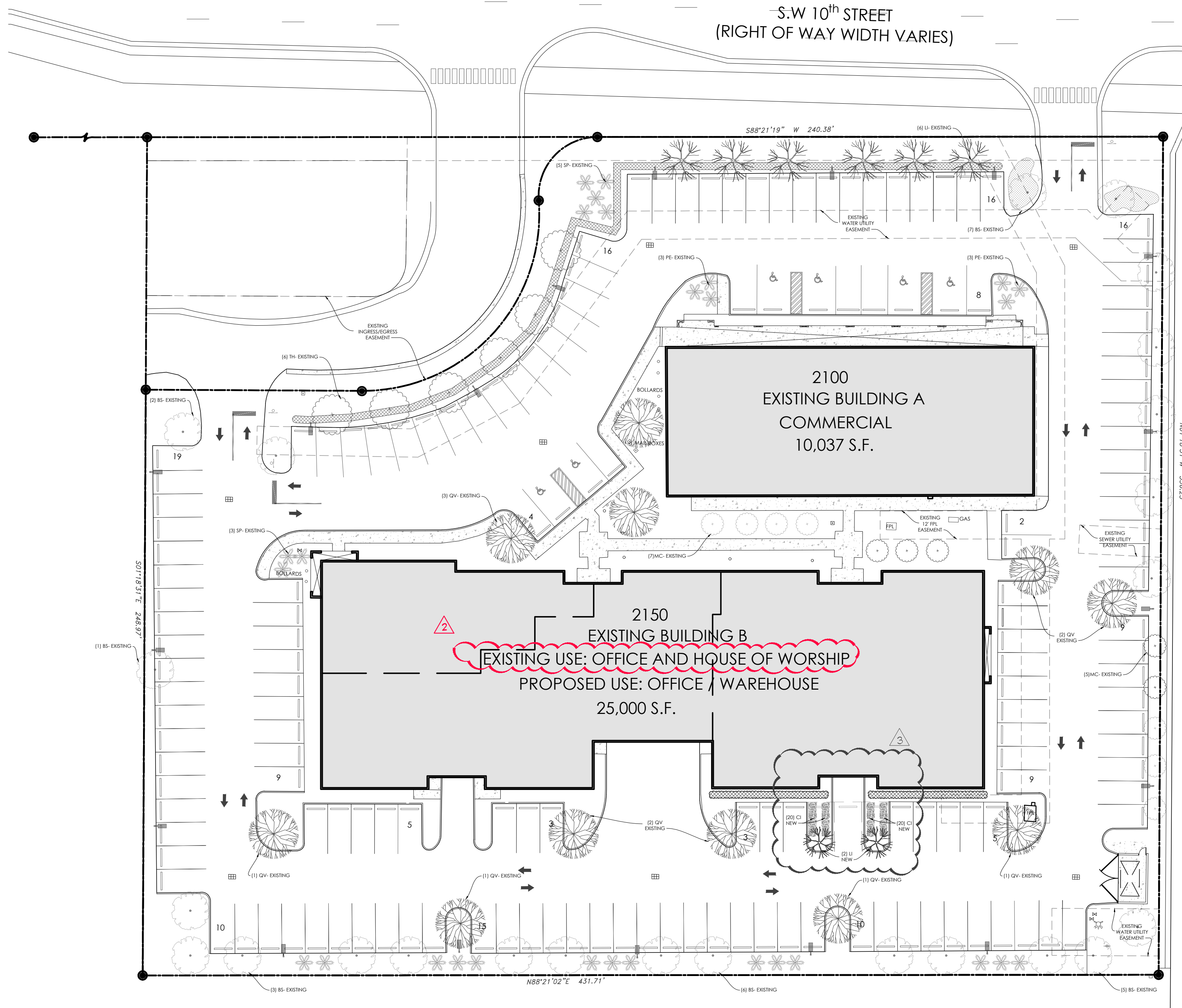
JOB NO.: 2917-24

SEAL

SHEET NO.

A201

FLOOR PLAN



LANDSCAPE PLAN
SCALE: 1" = 30'-0"

PLANT LIST

QUANTITY	KEY	BOTANICAL NAME (COMMON NAME)	SPECIFICATIONS
11	QV	QUERCUS VIRGINIANA (LIVE OAK)	EXISTING
24	BS	BURSERA SIMAROUBA (GUMBO LIMBO)	EXISTING
12	MC	MYRTICA CERIFERA (WAX MYRTLE)	EXISTING
6	TH	TABEBUIA HETEROPHYLLIA (PINK TABEBUIA)	EXISTING
6	LI	LAGERSTOEMIA INDICA 'RED, WHITE, OR PURPLE'	EXISTING
		CRAPE MYRTLE	EXISTING
8	SP	SABAL PALMETTO (SABAL PALM)	EXISTING
6	PE	PTYCHOSPERMA ELEGANS (SOLITAIRE PALM)	EXISTING
21	HS	HIBISCUS 'RED STANDARD'	EXISTING
5	CA	CRINUM ASIATICUM (CRINUM LILY)	EXISTING
57	PK	PHILODENDRON 'NANADI'	EXISTING
731	CI	CHRYSOBALANUS ICACO (REDTIP COCPULUM)	EXISTING
235	SA	SCHEFFLERA ARBORICOLA (DWARF COCOPULUM)	EXISTING
248	IN	IXORA 'NORA GRANT'	EXISTING
44	CN	CODIAEUM VARIEGATUM 'PETRA' (CROTON)	EXISTING
490	LE	LIRIOPE 'EVERGREEN GIANT'	EXISTING
40	CI	CHRYSOBALANUS ICACO (REDTIP COCPULUM)	NEW
2	LI	LAGERSTOEMIA INDICA 'RED, WHITE, OR PURPLE'	NEW
		CRAPE MYRTLE	10' ht. 5' spr.; min. 3, max. 5 main trunks; min. 3" cal. total; limb-up to 4'-5' ht.

LANDSCAPE INFORMATION

TOTAL TREES REQUIRED: 85
TOTAL TREES: 86 (EXISTING)
TOTAL TREES PROVIDED: 2 (NEW)
88

REVISIONS:
10-06-2025
RESPONSE TO
LATEST COMMENTS
05-13-2026
RESPONSE TO
LATEST COMMENTS

COLONNADE BUSINESS CENTER
CHANGE OF ZONING REQUEST

CLIENT: GENEVA 2100 LLC
Project Location: 2100-2150 S.W. 10th Street, Deerfield Beach, FL 33442



CABRERA RAMOS
Architects, Inc.

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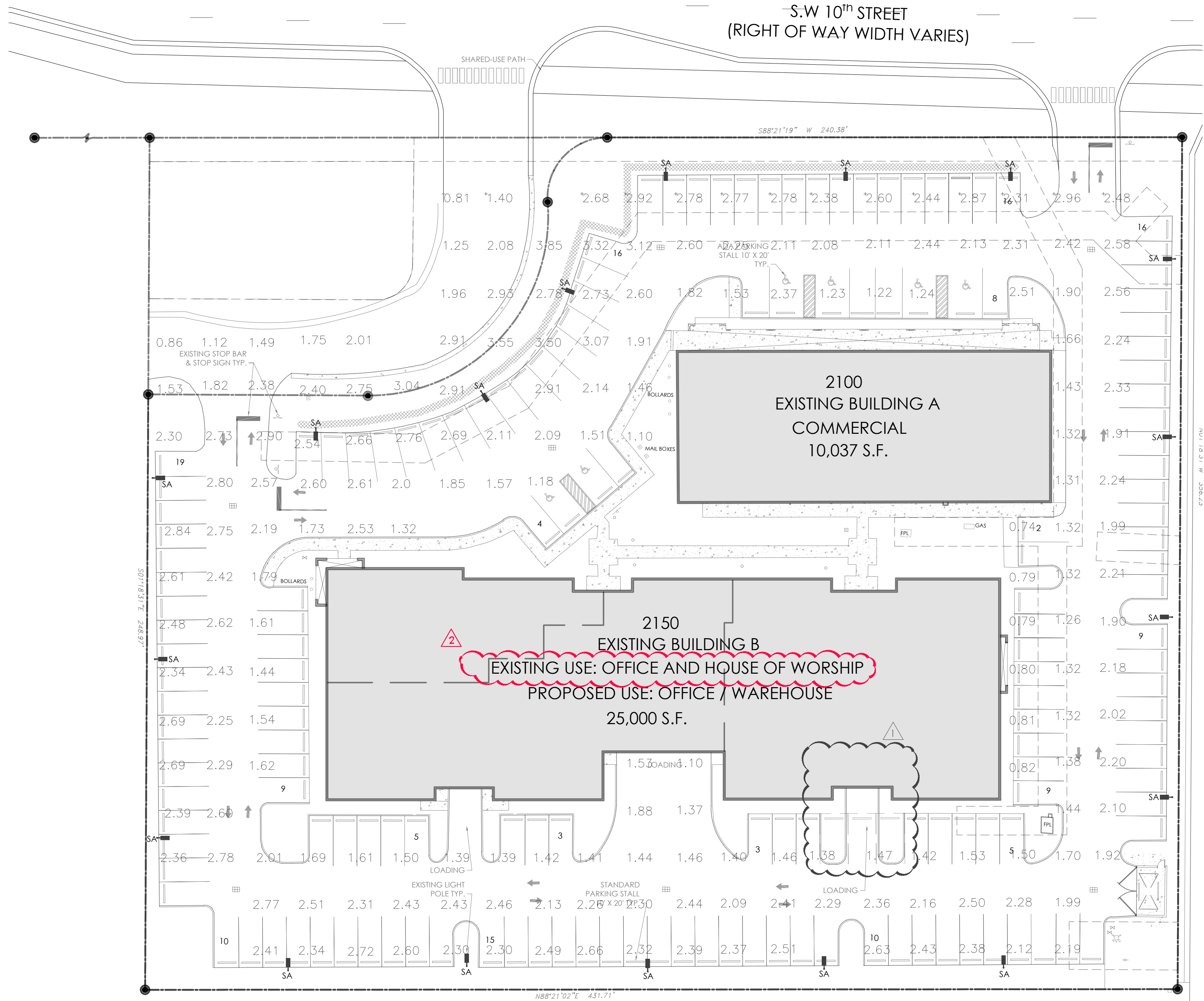
DATE: 07-30-2024
DRAWN: GPM
CHECKED BY: MAC
JOB NO.: 2917-24

SEAL

SHEET NO.

L100

LANDSCAPE PLAN



 **SITE LIGHTING PLAN**
SCALE: 1" = 30'-0"

EXISTING SITE LIGHTING

ALL SITE LIGHTING IS EXISTING

EXISTING FIXTURE DATA

PROPOSED ZONING B-3

POINT SPACING LEFT-TO-RIGHT = 20 FT
POINT SPACING TOP-TO-BOTTOM = 20 FT
LOWER LEFT HAND CORNER OF PLANE:
X = 368 Y = 1380 Z = 0

UPPER RIGHT HAND CORNER OF PLANE:
X = 791 Y = 1723 Z = 0

LIGHT METER IS NORMAL TO PLANE

AVERAGE Fc = 207
MAXIMUM Fc = 3.65
MINIMUM Fc = 0.74
AVERAGE/ MINIMUM = 4.93
TOTAL NUMBER OF POINTS = 201

TYPE SA - MCGRAW GMA40VVMDS - 400SMH - POLE MOUNTED - 25' A.F.G

REVISIONS:

-  PROPOSED CHANGES TO EXISTING SITE
-  05-13-2026 RESPONSE TO LATEST COMMENTS

COLONNADE BUSINESS CENTER

CHANGE OF ZONING REQUEST

CLIENT: GENEVA 2100 LLC

Project Location: 2100-2150 S.W. 10th Street, Deerfield Beach, FL 33442



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DATE: 07-30-2024

DRAWN: GPM

CHECKED BY: MAC

JOB NO.: 2917-24

SEAL

SHEET NO.

SL100

SITE LIGHTING PLAN



For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT F

APPLICATION FOR PLAT OR PLAT NOTE AMENDMENT

Pursuant to Code Section 98-12.

Application Type (Check applicable box)

☐ Plat Approval

☒ Plat Note Amendment

COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

All of the following items must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- ☐ **Complete Application** (including Development Plan Application Form)
- ☐ **Application Processing Fee** (See fee schedule)
- ☐ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☐ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☐ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Public Notice Requirements** (for applications requiring City Commission approval only) as required by the provisions set forth in Code Section 98-35(1).
- ☐ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Current Boundary Survey** (*12 months or less*) signed and sealed by a Florida registered surveyor of the subject property, containing the information required by Code Section 98-13(b)(8)(b).
- ☐ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Proposed Plat** consistent with requirements set forth in Article IX Division 3 of the Broward County Land Development Code.
- ☐ **One (1) Digital CD** of required submittals listed above must be provided.
- ☐ **Other Information** may be required as determined by staff.

PROPOSED NOTE AMENDMENT (To be completed for plat note amendment applications only.)

Existing Plat Note: This plat is restricted to 70,000 square feet of office use and 159,394 square feet of commercial use.

Proposed Plat Note: Parcel A-1 (see attached legal description) of this plat is restricted to 12,000 square feet of commercial, 12,000 square feet of office, and 17,000 square feet of warehouse. The remainder of this plat is restricted to 70,000 square feet of office and 159,394 square feet of commercial.

Public Notice and Advertising Requirements

Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.

Kelly Ray

From: Munoz, Diego <DIMUNOZ@broward.org>
Sent: Thursday, September 18, 2025 3:39 PM
To: Kelly Ray
Cc: Luchong, Jennifer; {F14908644}.Active@gmlaw.imatege.work
Subject: RE: Colonnade Business Center I Plat (139/49) [IMAN-ACTIVE.FID14908644]

[External Sender]

Good afternoon, Kelly,
The proposed note language is acceptable.



Diego Munoz, Senior Planner

Resilient Environment Department

URBAN PLANNING DIVISION

1 North University Drive, BOX 102 | Plantation, Florida 33324

954.357.6617

[Broward.org/Planning](https://www.broward.org/Planning) [broward.org] | [ePermits](https://www.broward.org/ePermits) [broward.org]



From: Kelly Ray <Kelly.Ray@gmlaw.com>
Sent: Thursday, September 18, 2025 11:25 AM
To: Munoz, Diego <DIMUNOZ@broward.org>
Cc: Luchong, Jennifer <JLUCHONG@broward.org>; {F14908644}.Active@gmlaw.imatege.work
Subject: RE: Colonnade Business Center I Plat (139/49) [IMAN-ACTIVE.FID14908644]

Hi Diego,

Following up on the below. Thanks for your help.

Kelly Ray
Land Planner
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
Office Phone Number: (954) 491-1120, Ext. 3477
Direct Line: (954) 333-4377
Email Address: Kelly.Ray@gmlaw.com

From: Kelly Ray
Sent: Thursday, September 11, 2025 11:52 AM
To: Munoz, Diego <dimunoz@broward.org>
Cc: Luchong, Jennifer <jluchong@broward.org>; [F14908644}.Active@gmlaw.imatech.com](mailto:{F14908644}.Active@gmlaw.imatech.com)
Subject: Colonnade Business Center I Plat (139/49) [IMAN-ACTIVE.FID14908644]

Hi Diego,

Our client owns a parcel (https://gisweb-adapters.bcpa.net/bcpawebmap_ex_new_web/bcpawebmap.aspx?FOLIO=484211100011) within the above referenced/attached plat. Our client's parcel contains 2 buildings - Building A to the north and Building B to the south. Building A is a 10,000-sf commercial building and no changes to that building are proposed. Building B is a 25,000-sf building currently used for office. Our client is proposing to use Building B for +/- 15,000 sf of warehouse and +/- 10,000 sf for office. Please refer to attached proposed site plan.

The current plat note restriction on the plat is 70,000 sf of office and 159,394 sf of commercial, as indicated in the attached plat note agreement (31059/1258).

To accommodate the proposed uses on our client's parcel, we propose to create a new parcel A-1 and amend the plat note as follows:

CURRENT NOTE

This plat is restricted to 70,000 square feet of office and 159,394 square feet of commercial.

PROPOSED NOTE

Parcel A-1 (see attached legal description) of this plat is restricted to 12,000 square feet of commercial, 17,000 square feet of warehouse, and 12,000 square feet of office. The remainder of this plat is restricted to 70,000 square feet of office and 159,394 square feet of commercial.

Please review the above and attached and let me know if this approach and language is acceptable.

Call or email with any questions.

Thank you.

GreenspoonMarder_{LLP}

Kelly Ray, LEED AP BD+C
Land Planner
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

Office Phone Number: (954) 491-1120, Ext. 3477

Direct Line: (954) 333-4377

Email Address: Kelly.Ray@gmlaw.com

www.gmlaw.com



GREENSPOON MARDER LLP LEGAL NOTICE

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Unless specifically indicated otherwise, any discussion of tax issues contained in this e-mail, including any attachments, is not, and is not intended to be, "written advice" as defined in Section 10.37 of Treasury Department Circular 230.

A portion of our practice involves the collection of debt and any information you provide will be used for that purpose if we are attempting to collect a debt from you.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

PREPARED BY
KEITH AND SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
6500 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA
(305) 776-1616

JANUARY, 1985

DESCRIPTION

A PARCEL OF LAND IN THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 11, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST BOUNDARY OF THE EAST ONE HALF (E 1/2) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 11 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 10TH STREET BEING A LINE PARALLEL WITH AND 53.00 FEET SOUTH OF THE NORTH BOUNDARY OR SAID SECTION 11; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 88° 21' 19" EAST, 1715.91 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MILITARY TRAIL; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 31° 38' 41" EAST, 51.96 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 28° 21' 19" WEST, 651.45 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH ONE HALF (N 1/2) OF THE NORTHEAST ONE QUARTER (NE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 11 BEING THE NORTHEAST CORNER OF MEADOWLANDS COMMERCIAL PLAT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 111, PAGE 42, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID SOUTH BOUNDARY BEING THE NORTH BOUNDARY OF SAID MEADOWLANDS COMMERCIAL PLAT, SOUTH 88° 21' 02" WEST, 1419.74 FEET; THENCE ALONG THE AFORESAID WEST BOUNDARY OF THE EAST ONE HALF (E 1/2) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 11, NORTH 01° 18' 31" WEST, 609.30 FEET TO THE POINT OF BEGINNING; CONTAINING 22.264 ACRES, MORE OR LESS.

DEDICATION

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

KNOW ALL MEN BY THESE PRESENTS: THAT CROW-CHILDRESS-DONNER LIMITED, A TEXAS LIMITED PARTNERSHIP, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, OWNER OF THE LAND DESCRIBED AND SHOWN AS INCLUDED WITHIN THIS PLAT, HAS CAUSED SAID LAND TO BE SURVEYED AND PLATTED IN THE MANNER SHOWN HEREON TO BE KNOWN AS "COLONNADE BUSINESS CENTER 1". EASEMENTS SHOWN HEREON ARE DEDICATED TO THE PUBLIC FOR USES INDICATED. RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED TO THE PUBLIC IN FEE SIMPLE.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND SEAL THIS 15th DAY OF October, A.D., 1985.

CROW-CHILDRESS-DONNER LIMITED
A TEXAS LIMITED PARTNERSHIP
BY: Kenneth S. Donner
KENNETH S. DONNER
MANAGING GENERAL PARTNER
WITNESS Mark Smith

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED BY LAW TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, KENNETH S. DONNER, MANAGING GENERAL PARTNER OF CROW-CHILDRESS-DONNER LIMITED, A TEXAS LTD. PARTNERSHIP, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAME FREELY AND VOLUNTARILY, FOR USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND SEAL THIS 15 DAY OF October, A.D., 1985.

MY COMMISSION EXPIRES: July 4, 1987

NOTARY PUBLIC
STATE OF FLORIDA

COLONNADE BUSINESS CENTER 1

A SUBDIVISION IN SECTION II, TOWNSHIP 48 SOUTH, RANGE 42 EAST,
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

MORTGAGEE'S CONSENT

STATE OF FLORIDA)
COUNTY OF ORANGE) SS

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE CO-TRUSTEE OF THE ESTATE OF SAM SCHNEIDER, DECEASED, OWNER AND HOLDER OF A MORTGAGE UPON A PORTION OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT THE MORTGAGE WHICH IS RECORDED IN O.R. BOOK 12235, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND SEAL THIS 31 DAY OF October, 1985.

WITNESS Sam Schneider
BARNETT BANK TRUST COMPANY, N.A.
BY: Guy W. Gilleland
SENIOR VICE PRESIDENT AND
SENIOR REAL ESTATE OFFICER

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF ORANGE) SS

BEFORE ME PERSONALLY APPEARED GUY W. GILLELAND, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS SENIOR VICE PRESIDENT AND SENIOR REAL ESTATE OFFICER OF THE BARNETT BANK TRUST COMPANY, N.A. ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT AS SUCH OFFICER OF SAID BANK, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID BANK.

WITNESS MY HAND AND SEAL THIS 29 DAY OF October, A.D., 1985.

MY COMMISSION EXPIRES: August 24, 1987
NOTARY PUBLIC-STATE OF FLORIDA

MORTGAGEE'S CONSENT

STATE OF PENNSYLVANIA)
COUNTY OF LEHIGH) SS

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE CO-TRUSTEE OF THE ESTATE OF SAM SCHNEIDER, DECEASED, OWNER AND HOLDER OF A MORTGAGE UPON A PORTION OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT THE MORTGAGE WHICH IS RECORDED IN O.R. BOOK 12235, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND SEAL THIS 13th DAY OF November, 1985.

WITNESS Irwin J. Schneider
IRWIN J. SCHNEIDER
WITNESS Sam Schneider

ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA)
COUNTY OF LEHIGH) SS

BEFORE ME PERSONALLY APPEARED IRWIN J. SCHNEIDER, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS CO-TRUSTEE OF THE ESTATE OF SAM SCHNEIDER, DECEASED, OWNER AND MORTGAGEE UPON A PORTION OF THE PROPERTY DESCRIBED HEREON AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES EXPRESSED THEREIN.

WITNESS MY HAND AND SEAL THIS 16 DAY OF November, A.D., 1985.

MY COMMISSION EXPIRES: 11/21/89
NOTARY PUBLIC-STATE OF PA

BROWARD COUNTY OFFICE OF PLANNING

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD THIS 4 DAY OF AUGUST, A.D., 1989.

BY: Donald Howell 8/14/89
DIRECTOR DATE

MORTGAGEE'S CONSENT

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE HOLDERS OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREON AND DO HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT THEIR MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 12235, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE MORTGAGEES HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS 18 DAY OF October, A.D., 1985.

WITNESS AS TO BOTH Mort Levin
BY: Mort Levin
MORT LEVIN
WITNESS AS TO BOTH Julian Levin
BY: Julian Levin
JULIAN LEVIN

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME PERSONALLY APPEARED MORT LEVIN AND JULIAN LEVIN, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MORTGAGEES UPON THE PROPERTY DESCRIBED HEREON AND ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES EXPRESSED THEREIN.

WITNESS MY HAND AND SEAL THIS 18 DAY OF October, A.D., 1985.

MY COMMISSION EXPIRES: June 12, 1989
NOTARY PUBLIC-STATE OF FLORIDA

MORTGAGEE'S CONSENT

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNERS THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS 13849, PAGE 279, OF THE PUBLIC RECORDS OF BROWARD COUNTY, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE MORTGAGEE HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 15 DAY OF Jan, A.D. 1987.

WITNESS AS TO BOTH Maria E. Garcia
BY: Wanda H. Aylesworth
WINSOR H. AYLESWORTH
VICE PRESIDENT
WITNESS AS TO BOTH Linda J. Carter
BY: Linda J. Carter
ASST. V. PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME PERSONALLY APPEARED WINSOR H. AYLESWORTH + LINDA J. CARTER TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS V. PRESIDENT + ASST. V. PRESIDENT OF THE FIRST NATIONAL BANK OF BOSTON, ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED SAID BANK INSTRUMENT AS SUCH OFFICER AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID BANK

WITNESS MY HAND AND SEAL THIS 15 DAY OF JAN, A.D., 1987.

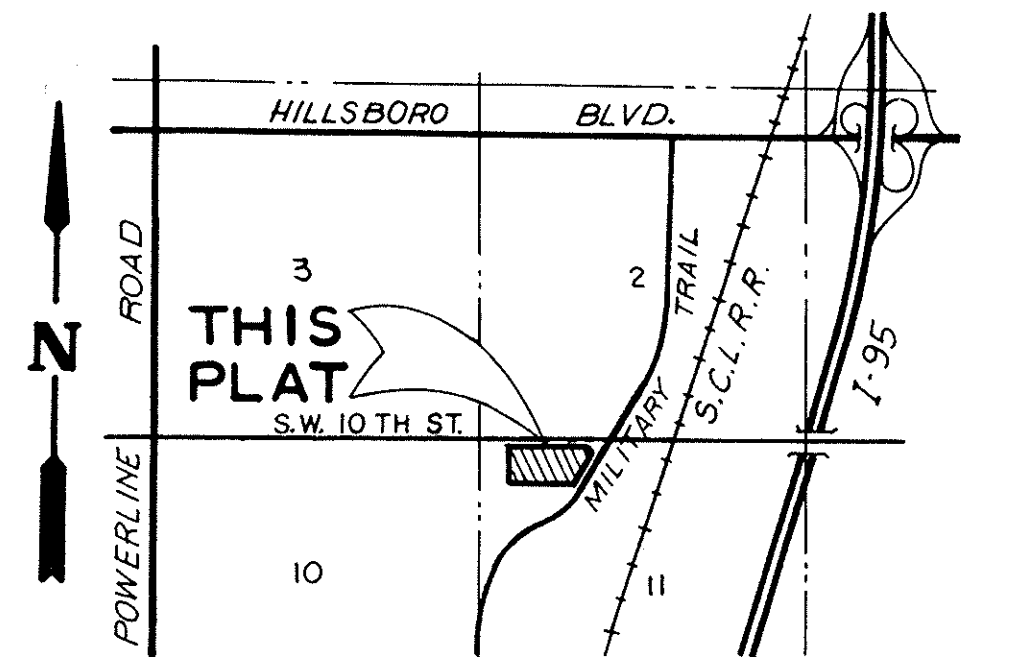
MY COMMISSION EXPIRES: 8-9-87
NOTARY PUBLIC, STATE OF FLORIDA

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED. THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN SET AS INDICATED HEREON; THAT THE SURVEY WAS MADE UNDER OUR RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WITH THE APPLICABLE SECTIONS OF CHAPTER 21H-6 FL. ADMINISTRATIVE CD. ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V.D. OF 1929 AND CONFORM TO THIRD ORDER ACCURACY STANDARDS.

DATED 8-23-85 KEITH AND SCHNARS, P.A.

BY: William V. Keith
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 1856



• LOCATION SKETCH •
(N.T.S.) - SEC. 11 - 48 - 42 -

BROWARD COUNTY ENGINEERING DIVISION

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD

BY: Henry P. Cook 8-9-87
HENRY P. COOK DATE
DIRECTOR
FLORIDA P.E., REG. NO. 12506

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT WITH REGARD TO DEDICATION OF RIGHTS-OF-WAYS BY RESOLUTION ADOPTED THIS 28th DAY OF MAY, A.D., 1987.

BY: John J. ... 9/2/87
CHAIRMAN

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - RECORDING SECTION

THIS INSTRUMENT WAS FILED FOR RECORD THIS 8 DAY OF Aug, A.D. 1989, AND RECORDED IN PLAT BOOK 139, PAGE 49 RECORD VERIFIED.

ATTEST: L. A. Hester OCT 1ST 1989
COUNTY ADMINISTRATOR BY: Shirley R. Carlo

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - MINUTES SECTION

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 7th DAY OF AUGUST, A.D., 1987.

ATTEST: L.A. HESTER
COUNTY ADMINISTRATOR

BY: Miller Kerkling DEPUTY
BY: Nick E. Grossman CHAIRPERSON-COUNTY COMMISSION

CITY CLERK'S CERTIFICATE

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY OF DEERFIELD BEACH, FLORIDA, BY A MOTION, DULY ADOPTED BY THE CITY COMMISSION ON THE 16th DAY OF August, A.D. 1985. IN WITNESS WHEREOF, I HAVE EXECUTED THESE PRESENTS AND AFFIXED THE CORPORATE SEAL OF THE CITY OF DEERFIELD BEACH, FLORIDA, IN SAID CITY THIS 7th DAY OF January, A.D. 1986.

BY: Muriel W. Rickard
MURIEL W. RICKARD - CITY CLERK

CITY PLANNING AND ZONING BOARD

THIS IS TO CERTIFY THAT THE CITY OF DEERFIELD BEACH PLANNING AND ZONING BOARD HAS APPROVED AND ACCEPTED THIS PLAT FOR RECORD THIS 11th DAY OF August, A.D. 1986.

BY: James Smith CHAIRMAN THIS 9th DAY OF JANUARY, A.D., 1986.

CITY ENGINEER

THIS IS TO CERTIFY THAT THE LAND DEVELOPER HAS COMPLIED WITH THE APPLICABLE PROVISIONS SET FORTH IN CHAPTER IV OF THE DEERFIELD BEACH CITY CODE.

DATED THIS 4th DAY OF August, A.D. 1989.

BY: Dale G. Holinbeck
DALE G. HOLINBECK, P.E.
FLORIDA REGISTRATION NO. 21158

NOTARY - DEDICATION

NOTARY - MORTGAGEE

BARNETT BANK

NOTARY - MORTGAGEE

NOTARY - MORTGAGEE

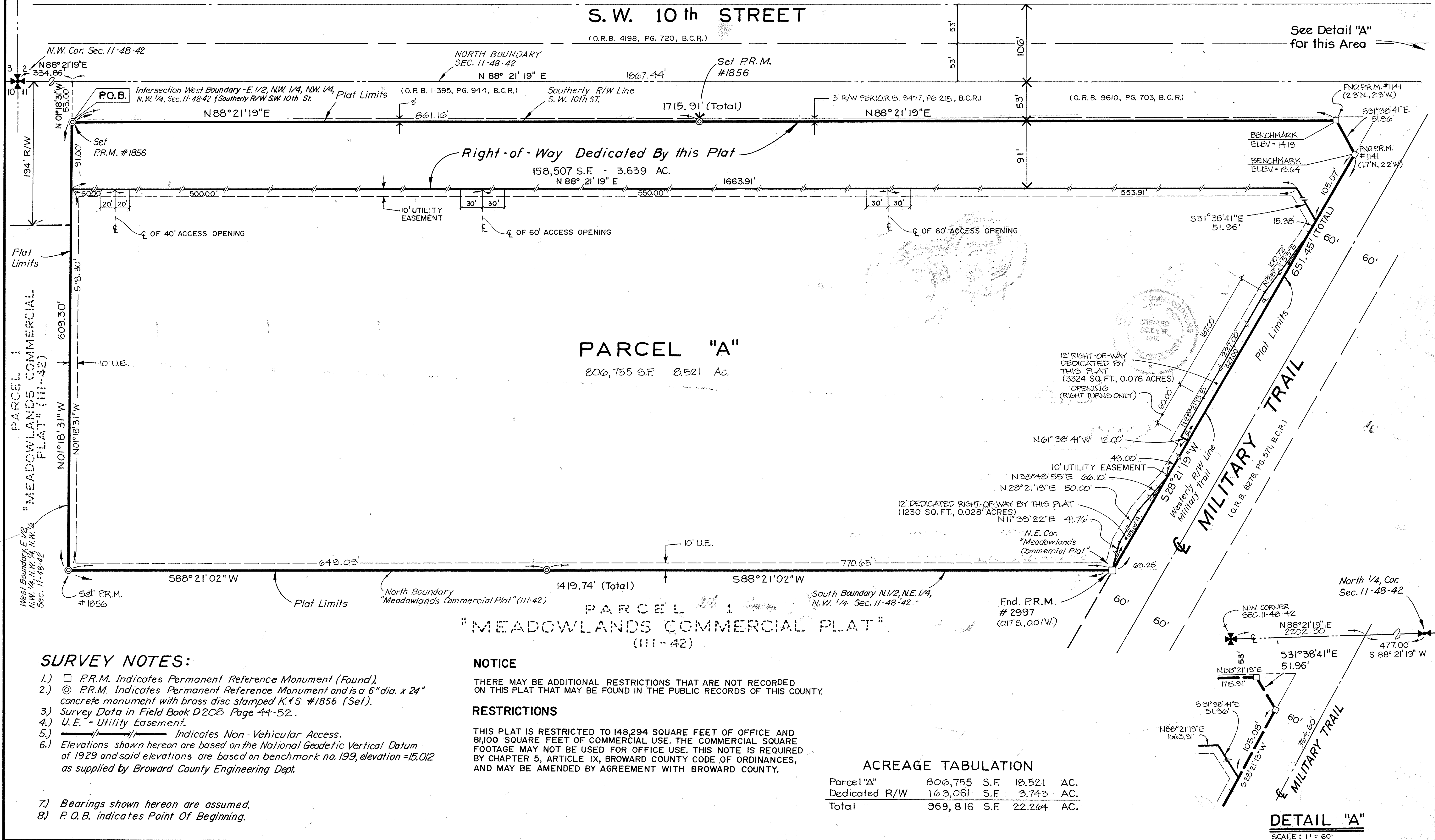
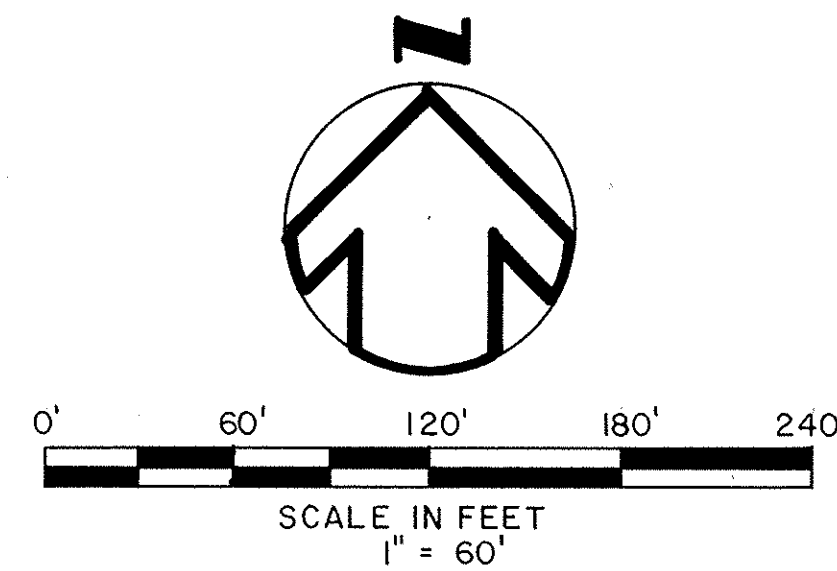
SURVEYOR

NOTARY - MORTGAGEE

COLONNADE BUSINESS CENTER I

A SUBDIVISION IN SECTION 11, TOWNSHIP 48 SOUTH, RANGE 42 EAST,
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY
KEITH AND SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
6500 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA
(305) 776-1616
JANUARY, 1985



Return recorded copy to:

John B. Smith Engineers, Inc.
400 N.E. Third Avenue
Ft. Lauderdale, FL 33301

Document prepared by:

John B. Smith Engineers, Inc.
400 N.E. Third Avenue
Ft. Lauderdale, FL 33301

INSTR # 100684748
OR BK 31059 PG 1258
RECORDED 11/30/2000 04:12 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1004

**AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

WASHINGTON MUTUAL BANK, FA, A AND FEDERALLY CHARTERED ASSOCIATION
REGENCY CENTERS, L.P., A DELAWARE LIMITED PARTNERSHIP
FG 2200, LLC, A FLORIDA LIMITED LIABILITY CORPORATION
COLONNADE PLAZA LTD, A FLORIDA LIMITED PARTNERSHIP, its successors
and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of Parcel "A" as shown on the Colonnade Business Center 1 Plat, more particularly described in Exhibit "A," which Plat was recorded in Plat Book 139, Page 49, in the Public Records of Broward County on August 8, 1989 (date); and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said Plat; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of May 16, 2000 (date);

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals are true and are incorporated into this Agreement.

CAF#233a
7/1/99

Approved BCC 5/16/00 # 60
Submitted By Dev. Mgmt. / MCM
RETURN TO DOCUMENT CONTROL

2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the Colonnade Business Center 1 Plat is hereby amended as follows:

PLEASE CHECK THE APPROPRIATE BOX

☒ Amend the uses on the property

Clarifying and limiting the use of the Colonnade Business Center 1 Plat property from:

This plat is restricted to 148,294 square feet
of office and 81,100 square feet of commercial
use.

to:

This plat is restricted to 70,000 square feet
of office use and 159,394 square feet of
commercial use

If a building permit for a principal building (excluding dry models, sales and construction offices) and first inspection approval are not issued by NA, which date is five (5) years from the date of approval of this note amendment by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; and/or

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads are not installed by

NA which date is five (5) years from the date of approval of the application by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the application satisfies the adequacy requirements set forth within this Article. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

[] De minimus Exception

The de minimus exception note is amended to read as follows:

This plat was approved for development under the de minimus exception of Chapter 5, Article IX, of the Broward County Code of Ordinances. Such approval required that a building permit for a principal building be issued on or before the ____ day of _____, _____ (date), which date was three (3) years from the date of approval of the plat by the Broward County Board of County Commissioners. Since no building permit was issued or will be issued by the above date, the County's finding of adequacy of the regional road network expired or will expire. On the ____ day of _____, _____ (date), the Board of County Commissioners made a subsequent finding of adequacy of the regional road network. In the event no building permit is issued by the ____ day of _____, _____ (date), which date (3) years from the date of County's subsequent finding of adequacy of the regional road network, the County's finding of adequacy of the regional road network shall expire and no building permit shall be issued.

[] Other change to the notation on the face of the plat

3. This Agreement shall be recorded in the Public Records of Broward County, Florida, to evidence the agreements and representations of the parties as set forth herein.

4. VENUE: CHOICE OF LAW. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.

5. All other notations on the face of the above referenced plat not amended by this Agreement shall remain in full force and effect.

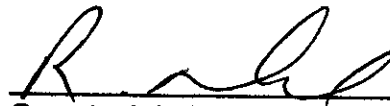
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

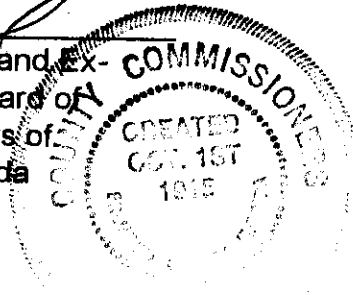
IN WITNESS WHEREOF, the COUNTY and DEVELOPER have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, acting by and through its Chair or Vice Chair, authorized to execute same; and _____, acting by and through its _____, duly authorized to execute same.

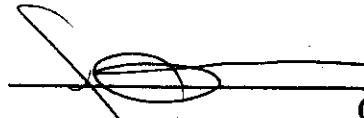
COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida



By  _____
Chair

21st day of November, 2000 (date)

Approved as to form by
Office of County Attorney
Broward County, Florida
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By  _____ 11/16/00
Assistant County Attorney

AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT BETWEEN BROWARD COUNTY AND REGENCY CENTERS, L.P., A DELAWARE LIMITED PARTNERSHIP

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

SEAN GORBELL

Print name:

SEAN GORBELL

Print name:

SEAN GORBELL

Regency Centers, L.P.,
a Delaware Limited Partnership
BY: Regency Realty Corporation,
a Florida Corporation, General Partner

(Name of corporation/partnership)

By DAVID A. MCNULTY

Print name: David A. McNulty

Title: Vice President

Address:

14th day of August, 2000 (date)

ATTEST (if corporation):

Secretary

(CORPORATE SEAL)

(Name of Secretary)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
COUNTY OF Duval) SS.

The foregoing instrument was acknowledged before me this 14th day of August, 2000 (date), by DAVID A. MCNULTY as Vice President of Regency Realty Corporation, a Florida corporation/partnership, on behalf of the corporation/partnership. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

(Seal)  MARY E. DOYLE
Notary Public, State of Florida
My comm. expires Oct. 10, 2003
Comm. No. CC 878486
My commission expires:

NOTARY PUBLIC: Mary E. Doyle
Mary E. Doyle
Print name:

CAF#233a
7/1/99

-7- (b)

AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT BETWEEN BROWARD COUNTY AND FG 2200, LLC, A FLORIDA LIMITED LIABILITY CORPORATION

DEVELOPER-CORPORATION/PARTNERSHIP

FG 2200, LLC
a Florida Limited Liability Corporation

Witnesses (if partnership):

Sandra Lane
Print name:

Sandra Lane
Print name:

Dilek Samil
Dilek Samil

ATTEST (if corporation):

(Name of corporation/partnership)

By Daniel Mendicino

Print name: DANIEL MENDICINO

Title: OPERATING MEMBER

Address: 631 US Highway 1, Suite 206B
North Palm Beach, FL 33408

28th day of July, 2000 (date)

Secretary

(CORPORATE SEAL)

(Name of Secretary)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
) SS.
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 28th day of July, 2000 (date), by DANIEL MENDICINO, as OPERATING MEMBER of FG 2200, LLC, a Florida Limited corporation/partnership on behalf of the corporation/partnership. He or she is: Liability
☒ personally known to me, or
☐ produced identification. Type of identification produced _____

(Seal)



My commission expires: 10/21/2002

NOTARY PUBLIC:

Francine McGuire

Print name: FRANCINE MCGUIRE

CAF#233a
7/1/99

-7- (c)

AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT BETWEEN BROWARD COUNTY AND FG 2200, LLC, A FLORIDA LIMITED LIABILITY CORPORATION

MORTGAGEE-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Print name: LYLEITH C. CHONG

Print name: Pauline E. LYN

Bank of America, NA
(Name of corporation/partnership)

By Damon J. Virtuoso

Print name: DAEMON J. VIRTUOSO

Title: VICE PRESIDENT

Address: One Financial Plaza
Ft. Lauderdale, FL 33394

31 day of July, 2000 (date)

ATTEST (if corporation):

Nancy Blackwood
Secretary

(CORPORATE SEAL)

NANCY BLACKWOOD
(Name of Secretary)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
) SS.
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31st day of July, 2000 (date), by Damon J. Virtuoso, as Vice President of Bank of America, NA, a National corporation/partnership, on behalf of the corporation/partnership. He or she is: Association
☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires:

Pauline E. Lyn
Print name: PAULINE E. LYN
COMMISSION # CC 852378
EXPIRES: October 9, 2003
Notary Public Underwriters

CAF#233a
7/1/99

AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT BETWEEN BROWARD COUNTY AND COLONNADE PLAZA LTD, A FLORIDA LIMITED PARTNERSHIP

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Mala Geller
Print name: MALA GELLER

Roger E. Forget
Print name: ROGER E. FORGET

Colonnade Plaza LTD
a Florida Limited Partnership
BY: Colonnade Plaza Inc.
a Florida Corporation General Partner
(Name of corporation/partnership)

By _____

Print name: Malcolm Butters

Title: President

Address: 1096 E. Newport Center Drive, Suite 100
Deerfield Beach, FL 33442

15 day of July, 2000 (date)

ATTEST (if corporation):

Secretary

(CORPORATE SEAL)

(Name of Secretary)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
) SS.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 17 day of July, _____ (date), by Malcolm Butters, as President of Colonnade Plaza Inc., a Florida corporation/partnership, on behalf of the corporation/partnership. He ~~is~~ is: The President
[] personally known to me, or
[] produced identification. Type of identification produced N/A.

(Seal)

My commission expires:
6/16/2003

CAF#233a
7/1/99

NOTARY PUBLIC:

Marilynn L. De Gannes
Print name: MARILYNN L. DE GANNES

-7- (a)



AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT BETWEEN BROWARD COUNTY AND

MORTGAGEE-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Print name: Felicia O'Grady

Print name: Paula J. Dilione

Wachovia Bank, N.A.
(Name of corporation/partnership)

By: Dean Fennell

Print name: DEAN FENNEL

Title: SENIOR VICE PRESIDENT

Address: 350 E. Las Olas Blvd.
Fort Lauderdale, FL 33301

12th day of SEPTEMBER, 2000 (date)

ATTEST (if corporation):

Secretary

(CORPORATE SEAL)

(Name of Secretary)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
) SS.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 12th day of September, 2000 (date), by Dean Fennell, as Sr. V.P. of Wachovia Bank Association, a N.A. Association corporation/partnership, on behalf of the corporation/partnership. He or she is:

☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

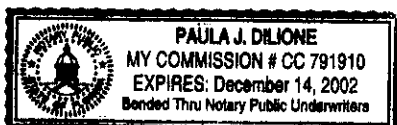
(Seal)

My commission expires:

NOTARY PUBLIC:

Print name:

CAF#233a
7/1/99



-9-

Oct-04-00 02:19P

P.13

AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT BETWEEN BROWARD COUNTY AND _____

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Beverly Bolt
Print name: BEVERLY BOLTZ

Dana L. Bathurst
Print name: DANA L. BATHURST

WASHINGTON MUTUAL BANK, FA, a federally chartered association

(Name of corporation/partnership)

By [Signature]
Print name: R. MICHAEL NUCKLES

Title: Vice President

Address: 2601 10th Avenue North
Lake Worth, Florida 33461

11th day of October, 2000 (date)

ATTEST (if corporation):

Secretary

(CORPORATE SEAL)

(Name of Secretary)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
) SS.
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 11th day of OCTOBER, 2000 (date), by R. MICHAEL NUCKLES, as V.P. of WASHINGTON MUTUAL BANK, FA, a Federally Chartered Association, on behalf of the corporation/partnership. He is personally known to me, or produced identification. Type of identification produced _____

(Seal)

My commission expires:

NOTARY PUBLIC:

[Signature]
Print name:

DIANE GEARY



Diane Geary
MY COMMISSION # CC796834 EXPIRES
April 11, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

-7-

OR BK 31059 PG 1268

EXHIBIT "A"

Parcel "A", Colonnade Business Center 1 according to the plat thereof as recorded in Plat Book 139, Page 49, Broward County Records

SKETCH & DESCRIPTION

LEGAL DESCRIPTION:

A portion of Parcel "A-1", COLONNADE BUSINESS CENTER 1, according to the Plat thereof, as recorded in Plat Book 139, Page 49, of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing at the Northwest corner of said Parcel "A"; thence North 88°21'19" East, on the North line of said Parcel "A", a distance of 420.24 feet; thence South 01°18'31" East, a distance of 107.30 feet, to the Point of Beginning, thence continuing South 01°18'31" East, a distance of 248.97 feet; thence North 88°21'02" East, a distance of 431.71 feet; thence North 01°18'31" West, a distance of 356.23 feet, to a point on the North line of said Parcel "A"; thence South 88° 21'19" West, on said North line, a distance of 240.38 feet; to a point of curve, thence Westerly through Southerly on a curve to the left, with a radius of 25.00 feet, a central angle of 94° 29'37", an arc distance of 41.23 feet, to a point of reverse curve, thence Southerly through Westerly on a curve to the right, with a radius of 75.00 feet, a central angle of 94° 49'47", an arc distance of 124.13 feet, to a point of tangency, thence South 88° 41'29" West, a distance of 91.82 feet, to the Point of Beginning.

Together with those non-exclusive easement rights as granted in Easement Agreement recorded March 14, 2000, In Official Records Book 30330, Page 623, of the Public Records of Broward County, Florida.

NOTES:

1. This is not a map of boundary survey, but is a graphic depiction of the description shown hereon.
2. Unless otherwise noted field measurements are in agreement with record measurements.
3. Bearings shown hereon are based on a bearing of North 88°21'19" East, on the North line of said Parcel "A", Plat Book 139, Page 49, of the Public Records of Broward County, Florida.
4. The lands shown hereon were not abstracted for ownership, rights of way, easements, or other matters of records by Accurate Land Surveyors, Inc.
5. This survey is the property of Accurate Land Surveyors, Inc. and shall not be used or reproduced in whole or in part without written authorization.
6. This sketch reflects all obtainable, legible, plottable, recorded matters of survey per First American Title Insurance Company Commitment Customer Reference Number: 16-MT2649, First American File number: 1062-3559406, effective May 16, 2016 @ 8:00A.M.
7. Printed copies of this sketch are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
8. PDF copies of this sketch are not valid without the digital signature of a Florida Licensed Surveyor and Mapper and must be verified.

CERTIFICATION:

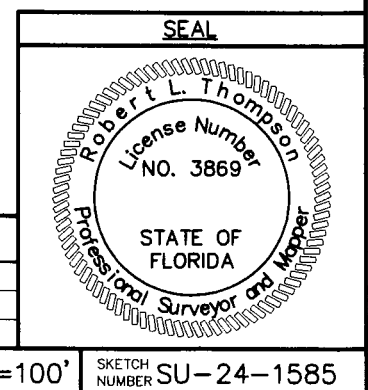
This is to certify that this sketch was made under my responsible charge and is accurate and correct to the best of my knowledge and belief and does not constitute a field survey as such. I further certify that this sketch meets the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Codes, pursuant to current Section 472.027, Florida Statutes.

Robert L
Thompson

Digitally signed by Robert L.
Thompson
Date: 2025.11.03 13:39:10 -05'00'

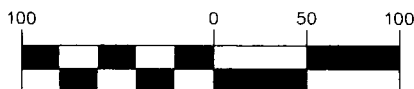
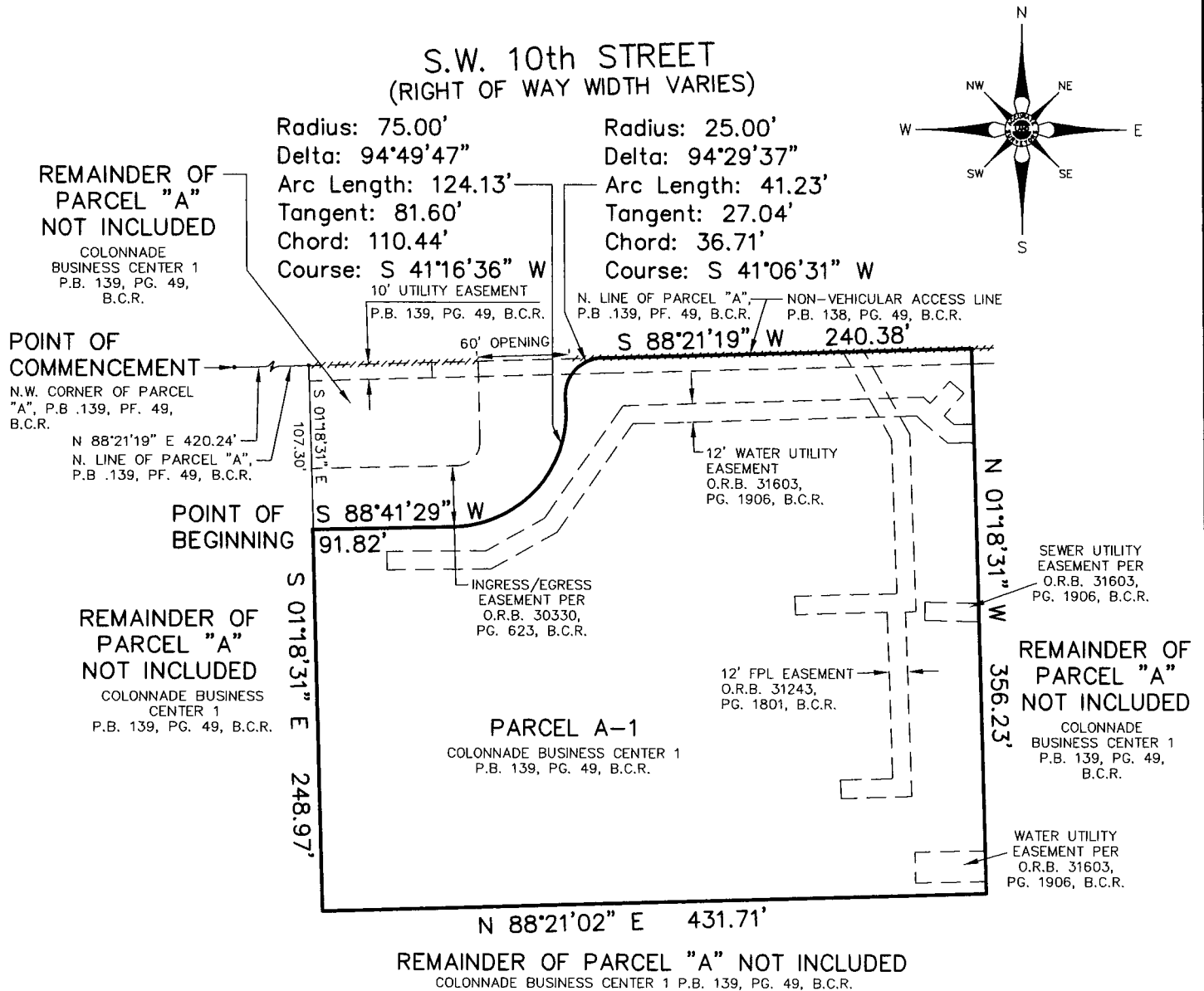
ROBERT L. THOMPSON (PRESIDENT)
PROFESSIONAL SURVEYOR AND MAPPER No.3869 - STATE OF FLORIDA

REVISIONS & SKETCH UPDATES	DATE OF SKETCH & REVISIONS	BY
REVISE SKETCH PER COMMENTS DATED 09-03-2025 MLW		
SEE 16-1639 FOR ORIGINAL BOUNDARY SURVEY		



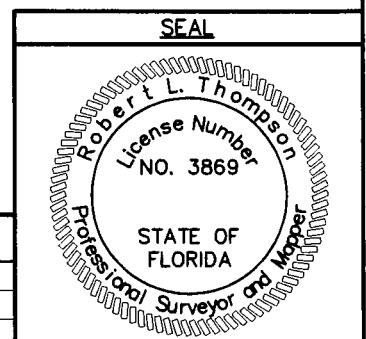
ORIGINAL DATE OF SKETCH 01-22-2025	DRAWN BY MLW	CHECKED BY MLW	FIELD BOOK 24-1585	SCALE 1"=100'	SKETCH NUMBER SU-24-1585
---------------------------------------	-----------------	-------------------	-----------------------	---------------	-----------------------------

SKETCH & DESCRIPTION



GRAPHIC SCALE
1"=100'

REVISIONS & SKETCH UPDATES	DATE OF SKETCH & REVISIONS	BY
REVISE SKETCH PER COMMENTS DATED 09-03-2025 MLW		
SEE 16-1639 FOR ORIGINAL BOUNDARY SURVEY		





For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT D

APPLICATION FOR TECHNICAL DEVIATION

Pursuant to Code Section 98-88(q).- *Off Street Parking and Loading.*

**COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

The following items must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- ☒ **Complete Application** (*Including Development Plan Application Form*)
- ☐ **Application Processing Fee** (*See fee schedule*)
- ☐ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☐ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☐ **Agent Authorization Letter** (*if applicable*) authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Business Tax Receipt Application** (*if applicable*)
- ☒ **Dimensioned Floor Plan** and/or site sketch showing proposed use in relation to the building and/or site.
- ☐ **One (1) Digital CD** of required submittals listed above must be provided.
- ☐ **Other Information** may be required as determined by staff (e.g. architectural elevations, floor plans, site plan etc.).

Public Notice and Advertising Requirements

Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.

A. PROPOSED TECHNICAL DEVIATION

Provide the following calculations in the table below:

	Required	Existing	Proposed	Change (+/-)
Total number of parking spaces	162	162	159	-3
Total number of ADA-accessible parking spaces	6	6	6	0

B. DEMONSTRATION OF COMPLIANCE WITH TECHNICAL DEVIATION CRITERIA

(Attach additional page(s) if more space is needed)

Section 98-88(q) of the Deerfield Beach Land Development Code states: *one the following requirements must be met in order to receive a technical deviation. The burden of proving that one of the requirements is met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.*

The City Commission may grant a technical deviation from the requirements of the off-street parking requirements as it deems justified based upon the criteria described below with any conditions it deems necessary to assure that the reasonable parking needs of the use are provided for.

Application WILL NOT be accepted without a specific statement in response to either i, ii, or iii on the following pages.

- i. The applicant affirmatively demonstrates that the application for off-street parking requirements places restrictions upon the use of the proposed development which make the off-street parking requirements excessive in view of the use limitations being voluntarily placed upon the proposed use (provided said use restrictions are included in an enforceable development agreement). It shall be the burden of the applicant to propose, with its application, the voluntary restriction:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

- ii. It is found that the arrangement of uses in close proximity to the proposed use is such that, when combined with available mass transit or other uses which are likely to provide parking for patrons of the proposed use without the necessity of seeking a different parking space, is such that the strict application of the off-street parking ordinance requirements would be inequitable to the applicant, or unnecessary to protect the public interest, or would be in excess of that needed to provide sufficient parking for the proposed use:

[illegible]

- iii. A study is provided by a qualified traffic engineer or (AICP) certified planner indicating that, for the specific use, considering any use restrictions, other unique characteristics of the area, or other specific elements unique to the development, strict application of the off-street parking requirements will make it inequitable to the applicant or unnecessary to protect the public interest to apply the specific requirements of the off-street parking ordinance and that sufficient parking to serve the proposed development exists with the granting of the technical deviation:

Please see attached study prepared by Suzanne Danielsen, PE, DC Engineers, Inc.

[illegible]

Memorandum

To: Aaron Goldberg
The Geneva Group
2150 SW 10 Street, Suite B
Deerfield Beach, FL 33442

From: J. Suzanne Danielsen, P.E.

Date: May 18, 2026

**Re: 2150 SW 10 Street – Deerfield Beach, Florida
Parking Statement**

Danielsen Consulting Engineers, Inc. has prepared this parking statement to address the expected parking demand created by the conversion of an existing 10,061 square foot worship facility and 14,939 square feet of office space to a facility consisting of 9,983 square feet of office space and 15,017 square feet of warehouse use. The project site is located at 2150 SW 10 Street (along the south side of SW 10 Street between SW 24 Avenue and Military Trail) within municipal limits of the City of Deerfield Beach. Figure 1 shows the location of the project site.

Parking Requirement

According to Land Development Regulations (LDR's) specific to the City of Deerfield Beach, the project site (Building 'A' - 10,037 square feet to remain and Building 'B' – 25,000 square feet reconfigured) should provide 162 parking spaces as demonstrated in Table 1 below.

Table 1: Parking Generation Using LDR Rates

Land Use	Intensity (sf)	Rate	Parking Spaces
Existing (to Remain)			
Building 'A'	10,037	Varies*	101
Proposed			
Office	9,983	1/250 sf	40
Warehouse	15,017	1/750 sf	21
Total			162

**refer to site plan in Attachment A.*

ITE Parking Rates

Historical data published by the Institute of Transportation Engineers (ITE) in the document *Parking Generation* (6th Edition) has been considered in place of rates provided within the Land Development Regulations (LDR's) specific to the City of Deerfield Beach. Table 2 below shows that ITE rates yield a project-specific parking demand of 126 parking spaces for the proposed project. As 159 parking spaces are proposed to be provided according to current plans, adequate parking is expected to be available for both existing uses to remain (Building 'A') and those proposed (Building 'B').

Table 2: Parking Generation Incorporating ITE Rates (Proposed Uses Only)

Land Use	Intensity (sf)	Rate	Parking Spaces
Existing (to Remain)			
Building 'A'	10,037	Varies*	101
Proposed			
Office (LUC 710)	9,983	$\ln(P) = 0.99\ln(X) + 0.66$	19
Warehouse (LUC 150)	15,017	$P = 0.37(X)$	6
Total			126

*refer to site plan in Attachment A.

**LUC = Land Use Code

A technical deviation is, therefore, requested for the proposed project in accordance with **Section 98-88(q)iii** of the City's LDR's. This section has the following requirement, 'A study is provided by a qualified traffic engineer or (AICP) certified planner indicating that, for the specific use, considering any use restrictions, other unique characteristics of the area, or other specific elements unique to the development, strict application of the off-street parking requirements will make it inequitable to the applicant or unnecessary to protect the public interest to apply the specific requirements of the off-street parking ordinance and that sufficient parking to serve the proposed development exists with the granting of the technical deviation'.

CONCLUSION

Although LDR's specific to the City of Deerfield Beach require this project to provide 162 parking spaces, a review of rates published within ITE's document *Parking Generation* (6th Edition) shows that a maximum of 126 parking spaces may be appropriate for the proposed mixed-use development.

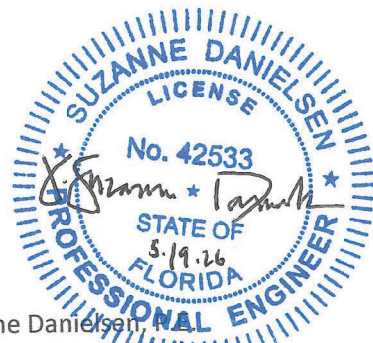
Of course, please do not hesitate to contact me directly with any questions you may have.

Sincerely,

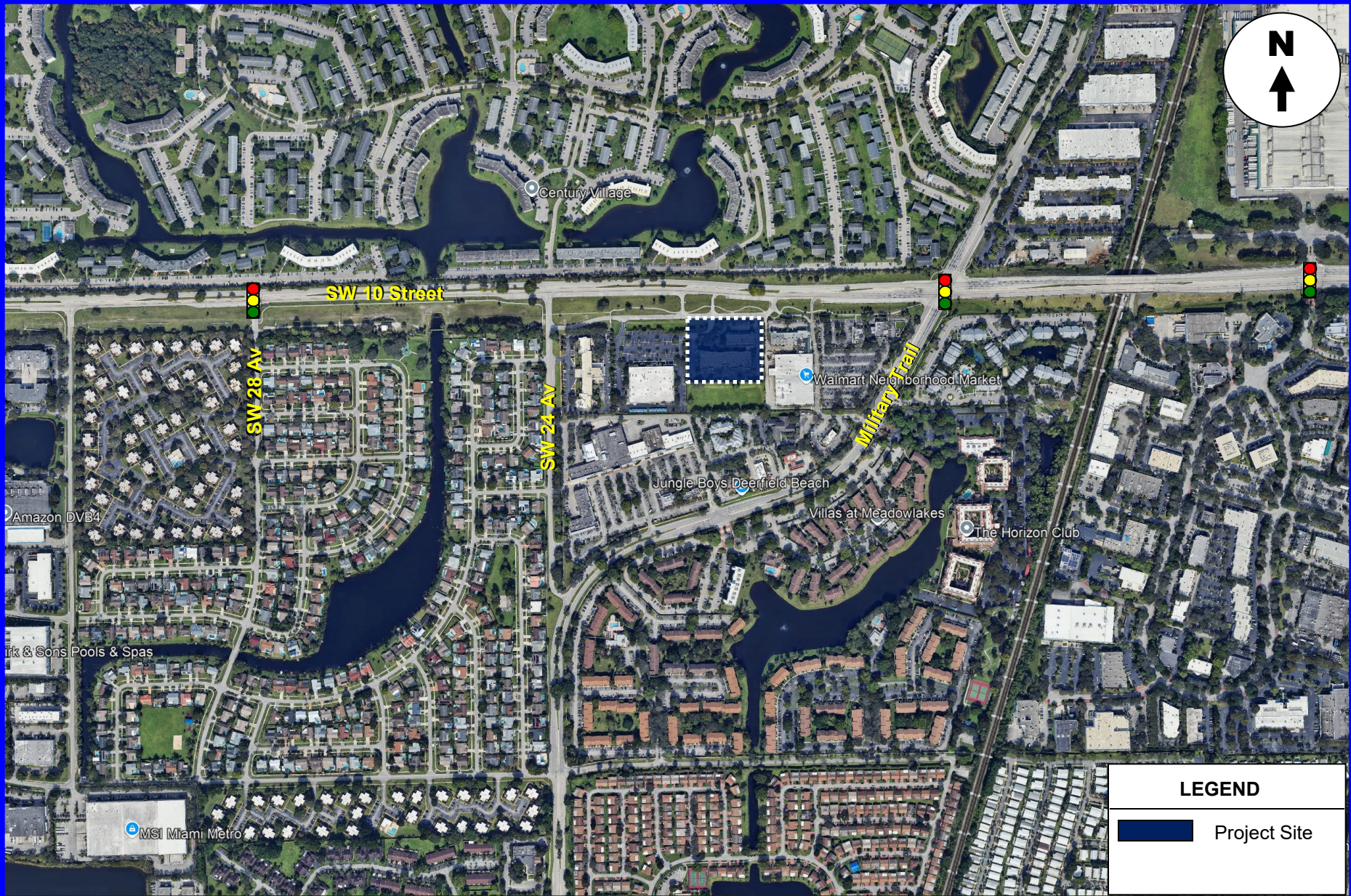
DC ENGINEERS, INC.



J. Suzanne Daniels, P.E.
Senior Transportation Engineer



J. Suzanne Daniels
Florida Registration Number 42533
Danielsen Consulting Engineers, Inc.
12743 NW 13th Court
Coral Springs, FL 33071
CA # 32022



Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Geneva Warehouse Conversion	Application No.:	99-B1-146 Rev. 1
Reviewer Name:	Daniel Mantell	Project Address:	2150 SW 10th Street
Department/Division:	Planning & Development Services		
Position:	Planning & Zoning Manager		
Date of Review:	June 22, 2026		
Submittal No.:	5		

A. GENERAL COMMENTS:

GENERAL COMMENTS:	
1.	The Project coordinator, Daniel Mantell, shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
1a.	Comment acknowledged. 7/31/2025
2.	Per Sec. 98-35 All applications proceeding to City Commission shall comply with requirements for public notice, including payment of all required public notification fees, submittal of all documents and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist. For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
2a.	Contrary to the applicant's response, the minor site plan will travel concurrently with the rezoning application to CCM for approval, as is the City's process. Notifications for hearings are required.

Development Plan Application Comments

2b.	Comment acknowledged. 12/6/2025									
3.	The initial site plan application fee includes the first review plus two resubmittals. Per Section 98-13(b)(4) and as provided in the City's fee schedule (Resolution 2018/194), any resubmittal after the 3rd site plan review requires a fee of 30% of the initial application fee to be submitted for each submittal thereafter, which will be \$780.									
3a.	Comment acknowledged. 7/31/2025									
4.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.									
4a.	Comment acknowledged. 7/31/2025									
5.	This property is subject to Broward County transportation concurrency approval, based on the level of development intensity shown on the plat for this site. At this time, the applicant is advised to verify with Broward County whether an amendment to the restrictive note on the plat is required. Plat note amendments also require City approval pursuant to subsection 98-17 of the Land Development Code. The issuance of building permits may be delayed until such requirements are satisfied.									
5a.	Plat note amendment is required. Please submit the plat note amendment in submittal #3. 7/31/2025									
5b.	Comment addressed. Plat Note amendment submitted accordingly. 12/6/2025									
6.	Provide evidence from Broward County Urban Planning Division, that the proposed development does not require re-platting/plat note amendment.									
6a.	Plat note amendment is required. Please submit the plat note amendment in submittal #3. 7/31/2025									
6b.	Comment addressed. Plat Note amendment submitted accordingly. 12/6/2025									
7.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. <table><tr><td>1.</td><td>Fire Rescue</td><td>\$</td></tr><tr><td>2.</td><td>Police</td><td>\$</td></tr><tr><td>3.</td><td>Parks</td><td>\$</td></tr></table>	1.	Fire Rescue	\$	2.	Police	\$	3.	Parks	\$
1.	Fire Rescue	\$								
2.	Police	\$								
3.	Parks	\$								
7a.	Comment acknowledged. 7/31/2025									
8.	A Building permit will not be issued until the applicant has also received approval of an Engineering permit for the Environmental Services Department.									
8a.	Comment acknowledged. 7/31/2025									

Development Plan Application Comments

9.	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Resilient Environment Department, Urban Planning Division, Development and Environmental Review, 954-357-6666, Option 2, DERPLans@broward.org
9a.	Comment acknowledged. 7/31/2025
10.	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
10a.	Contrary to the applicant response. The proposed changes will require Community Appearance Board per code section 78-6(a)(c)(3). 7/31/2025
10b.	Comment acknowledged. 12/6/2025
11.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrence Letter from the Planning and Development Services Department. This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan.
11a.	Comment acknowledged. 7/31/2025
12.	Per Section 98-14(j), Expiration or extension of site plan approval. A site plan approval shall expire 18 months following the date of approval unless a building permit for a principal building as required by the Florida Building Code, has been issued to the applicant and kept in force so that work is proceeding towards a completion of the site and project in a commercially reasonable time.
12a.	Comment acknowledged. 7/31/2025
13.	Be advised that based on the corrections requested, additional DRC comments may be forthcoming following resubmittal.
13a.	Comment acknowledged. 7/31/2025
14.	All resubmittals shall be provided with a written narrative responding to all comments.
14a.	Comment acknowledged. 7/31/2025
15.	Prior to resubmittal, contact Daniel Mantell and Ruthie Jusino at dmantell@deerfield-beach.com and rjusino@deerfield-beach.com , respectively, to schedule a Development Review Committee meeting.
15a.	Comment acknowledged. 7/31/2025

Development Plan Application Comments

B. APPLICATION:	
1.	Per Section 98-13(b)(8) At a minimum, six hard copies (five copies with sheet format of 24 inches x 36 inches and one copy with sheet format of 11 inches x 17 inches) and two electronic copies (provided electronically and digitally signed), in which all pages are signed and sealed as well as being consistently scaled using a measurement found on a civil engineer's scale. Location plans, master plans, elevations and floor plans are exempt from this scale requirement. As supplied, staff did not receive an 11"x17" plan set. Provide accordingly.
1a.	Comment addressed. 7/31/2025
2.	Per Section 98-13(b)(8), The applicant is required to provide the development plan in the required sheet order. Revise the plan sheets to be in the following order: Cover Page, Survey, Site Plan, Site Plan Details (as needed), Elevations, Floor Plans, Landscape Plan, Irrigation Plan, Photometric Plan. Update the sheet order accordingly and add a landscape plan which reflects existing and proposed landscaping. Additionally, the sheet index references the paving and grading plan which is a separate set. Remove accordingly and update the sheet index to accurately reflect the correct sheets.
2a.	Comment addressed. 7/31/2025
3.	Per Section 98-13(8)(j) The attached document titled Conceptual Engineering Plan are advisory comments and shall be addressed upon submittal of the engineering permit. Applicant must not resubmit conceptual engineering plan sets or address these comments during the DRC process.
3a.	Comment acknowledged. 7/31/2025.
4.	Modifications to plans previously approved by the City Commission, intended to replace an existing approved plan must be clouded to show all proposed changes. Do not cloud changes per DRC comments. Only cloud proposed changes to the existing site plan.
4a.	Portion of comment still applies. The site plan should cloud the changes where the new loading zone is - similar to the floor plan, landscape plan and site lighting plan.
4b.	Comment addressed. 12/6/2025
	NEW COMMENTS 12/6/2025
5.	The 11"x17" plan set is missing pages. Ensure the 11"x17" plan set is consistent. As provided A201 and SL100 are both missing.
5a.	Comment addressed. 3/26/2026
	NEW COMMENTS 3/26/2026
6.	Staff needs a clear understanding of the direction ownership is going with this building. While the proposal under this scope of work is for a new warehouse/office space, the same suite (2150 SW 10 th Street, Suite A) was recently remodeled for a New Hope Brazilian Baptist Church which is currently active and operating. The proposal seems to directly conflict with

Development Plan Application Comments

	the church operations.
6a.	Comment addressed. The church will vacate the space prior to occupancy by proposed warehouse. 6/22/2026

C.

COVERPAGE:	
1.	Per Section 98-13(8)(a)(2) Provide the project description and scope of work.
1a.	Portion of comment still applies. Further revise the scope of work in the resubmittal to include the submittal of the plat note amendment application.
1b.	Comment still applies. The hard copy cover pages no longer have the project description at all. Add accordingly. 12/6/2025
1c.	Comment addressed. 3/26/2026
2.	Per Section 98-13(8)(a)(6) Provide the revision date.
2a.	Comment addressed. 7/31/2025

D.

SURVEY:	
1.	Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, no more than one year old from the submittal date and extending to the center line of all adjacent streets, which specifies gross and net acreage or square footage. Gross acreage means the number of acres within a parcel of land including the building site and one-half of the area of all abutting public streets and alleys.
1a.	Comment addressed. 7/31/2025
2.	Per Section 98-13(8)(b)(2) Show existing natural features, including trees and other vegetation and soils (unless provided as a separate page), etc.
2a.	Comment addressed. 7/31/2025
3.	The survey should reflect all underground utilities.
3a.	Comment addressed. 7/31/2025

E.

SITE PLAN:	
1.	Provide the location of all stop bars and stop signs.
1a.	Comment addressed. 7/31/2025
2.	Within the parking calculation table and floor plan for Building A, the bar area is referenced as 26 linear feet. Update to reflect the square footage.
2a.	Comment addressed. 7/31/2025
3.	Clarify the provided parking ratio for building B warehouse which reflects 1 parking space for every 1,000 square feet. Adjust accordingly and update the total required parking.
3a.	Comment addressed. 7/31/2025
4.	Per Section 98-13(8)(c)(6) Provide existing and proposed utility lines, easements and adjacent rights-of-ways.
4a.	Comment addressed. 7/31/2025
5.	Per Section 98-13(8)(c)(7) Provide existing and proposed light pole

Development Plan Application Comments

	locations.
5a.	Comment addressed. 7/31/2025
6.	Per Section 98-13(8)(c)(16) The site data table is missing the following information: • Floor area ratio (FAR) → Update the FAR to accurately reflect the total (35,037 square feet) • Gross and net acreage of total site → Provide the gross acreage. Gross acreage means the number of acres within a parcel of land including the building site and one-half of the area of all abutting public streets and alleys. • Lot coverage → Update the lot coverage to accurately reflect the total (35,037 square feet) • Total landscape (pervious) and impervious area. The totals should equal the lot area. • Total number of access spaces (existing, required, and proposed), including compact, and ADA accessible spaces. → Provide a breakdown of the total compact parking stalls and standard parking stalls.
6a.	Comment addressed. 7/31/2025
7.	Per Section 98-13(8)(c)(2) Parking spaces, and driveways, including location, dimensions, setbacks, ADA compliance and location of loading zones. Provide drive aisle dimensions on the site plan in addition to the parking stall dimensions. Provide a supplemental parking count as well for each row of parking. Per Section 98-88(n), Standard and compact parking spaces shall meet the requirements of Schedule C for size and configuration.
7a.	Comment addressed. 7/31/2025
8.	While the site plan reflects a total building A area of 10,037 square feet the lighting plan reflects a total building A area of 10,000 square feet. Adjust accordingly and provide consistency across all sheets and references.
8a.	Comment addressed. 7/31/2025
9.	Per Section 98-80(e)(8), terminal landscape islands must be 11' in width (ten-foot-wide landscape and Type "D" curbing around it). Site plan enlargement demonstrates two islands at 8'-4" and 8'-5" from face of curb to face of curb.
9a.	Comment addressed. 7/31/2025
	NEW COMMENTS 7/31/2025

Development Plan Application Comments

10.	Provide further clarity regarding the chosen parking ratio of 1/300 for the proposed office uses. Per schedule B of the Land Development Code: - General business, commercial—One parking space per 300 square feet of non-storage floor area. - Offices, office buildings—One space for each 250 square feet, of gross floor area.
10a.	Technical Deviation is being requested. 12/6/2025
	NEW COMMENTS 3/26/2026
11.	The site data/parking calculations need to be updated to reflect the current uses on site. 2150 SW 10 th Street, Suite A is now occupied by a New Hope Brazilian Church (which received a technical deviation – Case 2635 and improved the tenant space). The technical deviation justification will need to be reworked to reflect such changes as well.
11a.	Comment addressed. 6/22/2026

F.	ELEVATIONS:
1.	Provide the height of the proposed rollup door on the elevation sheet.
1a.	Comment addressed. 7/31/2025

G.	FLOOR PLANS:
1.	Per Section 98-13(8)(e)(1) Show the complete dimension of each room on all floors, including rooftop activation (if proposed), labeling any permanent feature.
1a.	Comment addressed. 7/31/2025
2.	Remove the revision notation on the floor plan and cloud.
2a.	Comment addressed. 7/31/2025
	NEW COMMENTS 3/26/2026
3.	As referenced in comment E11, 2150 SW 10th Street, Suite A is now occupied by a New Hope Brazilian Church (which received a technical deviation – Case 2635 and improved the tenant space). The floor plan needs to be updated to reflect the new onsite use. Additionally, staff will need to determine how the proposal of the new roll up doors will impact the church use which is occupying that space. Is the intention for the space to be a warehouse/office as proposed in this submittal or a Church which recently remodeled the space and is currently occupying (reference comment B6 above).
3a.	Comment addressed. 6/22/2026

H.	LANDSCAPING PLAN:
1.	Provide a landscape plan. Additional comments may be forth coming.
1a.	Comment addressed. 7/31/2025

Development Plan Application Comments

2.	Per Section 98-80(e)(8), terminal landscape islands must be 11' in width (ten-foot-wide landscape and Type "D" curbing around it). Site plan enlargement demonstrates two islands at 8'-4" and 8'-5" from face of curb to face of curb.
2a.	Comment addressed. 7/31/2025
3.	Landscaping scope from Site plan enlargement indicates new landscape beds will only contain sod. Each island is required to provide a shade tree.
3a.	Comment addressed. 7/31/2025

I. IRRIGATION PLAN:

1.	No comments.
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J. PHOTOMETRIC PLAN:

1.	Per Section 98-13(8)(h)(3) Provide a minimum foot candle taken at the property line.
1a.	Comment addressed. 7/31/2025
2.	Per Section 98-13(8)(h)(4) Provide the location of all existing and proposed easements, notating any above ground utility lines.
2a.	Comment addressed. 7/31/2025
3.	Per Section 98-13(8)(h)(5) Provide the location of all existing off-site lighting, including rights-of-way lighting.
3a.	Comment addressed. 7/31/2025

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Geneva Warehouse Conversion	Application No.:	99-B1-146
Reviewer Name:	Harold Hoyte	Project Address:	2100-2150 SW 10th St.
Department / Division:	Landscape		
Position:	Urban Forester		
Date of Review:	12/19/24		
Submittal No.:	2		

A. LANDSCAPE PLAN:

1.	Submit a complete set of landscape plans for review. Additional comments may follow after submitting the requested plans.
1.a	Comment addressed 12.19.25
2.	Per Section 98-80 (e)(11), add one tree and 20 shrubs for each new island.
2.a	Comment addressed 12.19.25

B. IRRIGATION PLAN:

1.	Submit a complete set of irrigation plans for approval. Additional comments may follow after submitting the requested plans.
1.a	Comment addressed 12.19.25

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Geneva Warehouse Conversion	Application No.:	99-B1-146
Reviewer Name:	LT. Dave Zipoli		
Department / Division:	FIRE PREVENTION		
Position:	Lieutenant		
Date of Review:	11/18/2024		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 8TH Ed., NFPA 1-Fire Code, Florida Edition 2021, NFPA 101-Life Safety Code, Florida Edition 2021.
	<u>N/A</u>
2.	PROVIDE A HYDRANT FLOW TEST TO DETERMINE THE AVAILABLE WATER SUPPLY TO THIS PROJECT AND SHALL BE PREPARED BY A PROFESSIONAL ENGINEER BASED ON THE FLORIDA FIRE PREVENTION CODE 8TH EDITION (NFPA 1 18.4.5.3 BUILDINGS OTHER THAN 1 AND 2 STORY RESIDENTIAL BUILDINGS)
	N/A

B. SITE PLAN:

1.	Approved as submitted.
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DEVELOPMENT REVIEW COMMITTEE

Project Name:	Geneva Warehouse Conversion Minor Site Plan	Application No.:	99-B1-146
Reviewer Name:	Alfonso Orellana, CFM		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	12-02-2024		
Submittal No.:	1		

A. SITE PLAN COMMENTS:

1.	No objection to Minor Site Plan modifications with respect to proposed site modifications.
2.	Submit an Engineering Permit Application to Environmental Services upon Minor Site Plan approval for the site related modifications.

Conceptual Engineering Review Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Geneva Warehouse Conversion Minor Site Plan	Application No.:	99-B1-146
Reviewer Name:	Alfonso Orellana, CFM		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	12-02-2024		
Submittal No.:	1		

A. CONCEPTUAL ENGINEERING COMMENTS:

- | | |
|----|--|
| 1. | Submit an Engineering Permit Application to Environmental Services upon Minor Site Plan approval for the site related modifications.
The application can be found here:
https://www.deerfield-beach.com/DocumentCenter/View/11154/Engineering-Permit-Applicationpdf?bidId= |
|----|--|

B. ADVISORY COMMENTS:

- | | |
|----|--|
| 1. | Provide copies of all permits from agencies having jurisdiction at the time of Engineering Permit Application, including, but not limited to Broward County EPGMD. |
| 2. | All work in public right-of-way shall be done in strict compliance with the rules and regulations of the City of Deerfield Beach Code of Ordinances, Manual on Uniform Traffic Control Devices, the Occupational Safety and Health Administration, the Americans with Disabilities Act, AASTHTO "Green Book", Broward County and FDOT.
Civil Engineering Plans must include, as applicable, the following:
a. Demolition Plan
b. Stormwater Pollution Prevention Plan/ E&SC Plan
c. Paving, Grading and Drainage Plans and Details
d. Water and Sewer Standard Details
e. Pavement Markings and Signing plan in accordance with the MUTCD latest edition |

Conceptual Engineering Review Comments

3.	DAMAGE BY CONTRACTOR A. The Contractor shall protect from damage by construction operations, all public streets sidewalks, landscape, irrigation, signage, striping, pavements, including all base courses and surface courses, that abuts the work area. B. Any sidewalk, base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with prevailing applicable professional standards, to the satisfaction of the City of Deerfield Beach, and to the satisfaction of any other governing authority having jurisdiction over the work area. C. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City of Deerfield Beach. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lanes in which the damage occurred for the entire block. D. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the Contractor will require that he repave the full width.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Geneva Warehouse Conversion Minor Site Plan	Application No:	99-B1-146
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	11/18/2024		
Submittal No:	Submittal 1		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 2100-2150 SW 10 th Street Deerfield Beach FL 33442, has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Division) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles.
	The conversion of the office building into a warehouse, don't affect where the dumpster enclosures are located, which would not modify the service in a timely manner.
	However, if access to the garbage service is blocked for delivery and storage of construction materials or any other reason, the container must be relocated to an accessible and safe location prior notification to the Recycling and Solid Waste Division of the City of Deerfield Beach.



DEVELOPMENT REVIEW COMMITTEE

TECHNICAL DEVIATION COMMENTS

Project Name:	Geneva Warehouse Conversion	Application No.:	2655
Reviewer Name:	Daniel Mantell	Project Address:	2150 SW 10th Street
Department/Division:	Planning & Development Services		
Position:	Planning & Zoning Manager		
Date of Review:	June 22, 2026		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	The Project coordinator, Daniel Mantell, shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
1a.	Comment acknowledged. 3/30/2026
2.	Per Sec. 98-35 All applications proceeding to City Commission shall comply with requirements for public notice, including payment of all required public notification fees, submittal of all documents and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist . For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
2a.	Comment acknowledged. 3/30/2026
3.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department. This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan and technical deviation.
3a.	Comment acknowledged. 3/30/2026

4.	Applicants are required to compensate the city for any costs associated for reviews made by a City consultant for items such as traffic and noise. The Certificate of Concurrency Letter shall not be issued until all associated fees are paid.
4a.	Comment acknowledged. 3/30/2026
	NEW COMMENTS 3/30/2026
5.	2150 SW 10 th Street, Suite A is now occupied by a New Hope Brazilian Church (which received a technical deviation – Case 2635 and improved the tenant space). The site data/parking calculations need to be updated to reflect the current uses on site. Floor plan and site plan need to be updated as well. As such the technical deviation justification needs to be reworked to reflect the current active uses and their parking requirements.
5a.	Comment addressed. 6/22/2026

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Genva Warehouse Expansion	Application No.:	2655
Reviewer Name:	Bryan Kelley, P.E.	Project Address:	2150 SW 10th Street
Department/Division:	Traffic Engineering		
Position:			
Date of Review:	12/19/2025		
Submittal No.:	1		

A. Parking Statement

1.	Our office has reviewed the Technical Deviation, Site Plan, and Parking Statement prepared by DC Engineers, Inc. dated November 5, 2025. The Parking Statement was prepared using traffic engineering industry standards and provides sufficient justification for the reduction in parking from the 162 spaces required by code to the proposed 159 parking spaces. We have no further comments.
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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-446

Agenda Date: 8/18/2026

Status: PUBLIC HEARINGS – FIRST
READING

In Control: City Commission

Title

ORDINANCE 2026/ - AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS OF THE CITY ("OBLIGATIONS"), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,500,000, TO PROVIDE FUNDS TO PAY THE COST OF PURCHASING CERTAIN PUBLIC SAFETY VEHICLES, INCLUDING, WITHOUT LIMITATION, REIMBURSEMENT TO THE CITY FOR PREVIOUSLY PURCHASED PUBLIC SAFETY VEHICLES TO THE EXTENT PERMISSIBLE UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM MONEYS DEPOSITED IN THE DEBT SERVICE FUND ESTABLISHED FOR THE OBLIGATIONS DERIVED FROM THE CITY'S COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES, AS SHALL BE SET FORTH OR PROVIDED FOR IN A SUPPLEMENTAL RESOLUTION TO BE ADOPTED BY THE CITY COMMISSION PRIOR TO THE ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT, SUBJECT TO THE LIMITATIONS HEREIN CONTAINED, THE TERMS OF SUCH OBLIGATIONS SHALL BE ESTABLISHED OR PROVIDED FOR AND THE OBLIGATIONS SHALL BE SOLD AS PROVIDED IN THE SUPPLEMENTAL RESOLUTION; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATING TO THE OBLIGATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for September 9, 2026

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: NOT TO EXCEED \$10,500,000

Account Name: General Fund/Capital Lease Proceeds

Account Number: 100-000-130-0000-000-38400-384200

Secondary Account Name: General Capital Fund / Automobile Vehicles (Police)

Secondary Account Number: 399-200-211-2101-000-52100-506420

Tertiary Account Name: General Capital Fund / Automobile Vehicles (Fire Rescue)

Tertiary Account Number: 399-200-220-2200-000-52200-506420

Background/History

The City is in a process to acquire and to provide for the long-term maintenance of certain public safety vehicles, as more specifically described below, to be owned and operated by the City.

At the June 16, 2026 City Commission Meeting, the City Commission approved the issuance of a Purchase Order to Cocoa Ford for the purchase of 144 vehicles for the City's Police and Fire Departments in an amount not to exceed \$8,279,400.01, inclusive of wrap graphics for 108 of the 144

vehicles, utilizing the terms and pricing of the Florida Sheriff's Association Contract, and a premium maintenance plan for the vehicles in an amount not to exceed \$470,160.00.

The City additionally intends to purchase a Fire Engine apparatus with an approximate cost not to exceed \$1,500,000.

City staff, along with financial management consultants and the legal team (including bond counsel), considered and evaluated several funding strategies to assess and understand the potential impacts of each strategy as it pertains to cash flow, debt service coverage, and reserve positions. The goal was to provide the funding needed for the vehicles, preserve as much flexibility as possible, and identify/mitigate risks. Therefore, the City has determined that it intends to finance these purchases with the proceeds of obligations, including without limitation, tax-exempt notes, the interest on which is excludable from gross income for federal income tax purposes (the "Tax-Exempt Obligations"). The City reasonably expects to advance from its own internal funds certain costs of the purchase to be paid prior to issuance of the Tax-Exempt Obligations and reasonably expects to reimburse itself for such capital costs of the purchase from the proceeds of the Tax-Exempt Obligations to be issued subsequent to the date hereof. Pursuant to Treasury Regulations Section 1.150-2(d)(1), to reimburse itself from proceeds of Tax-Exempt Obligations for expenditures paid by the City prior to the issuance of the Tax-Exempt Obligations, the City adopted a declaration of official intent to reimburse on July 7, 2026.

Current Activity

The City currently contemplates issuing Tax-Exempt Obligations in a maximum principal amount of \$10,500,000 for costs of the Project and reasonably expects to reimburse itself for all or a portion of the costs of the Project paid from its own internal funds.

ORDINANCE NO. 2026/

AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS OF THE CITY (“OBLIGATIONS”), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,500,000, TO PROVIDE FUNDS TO PAY THE COST OF PURCHASING CERTAIN PUBLIC SAFETY VEHICLES, INCLUDING, WITHOUT LIMITATION, REIMBURSEMENT TO THE CITY FOR PREVIOUSLY PURCHASED PUBLIC SAFETY VEHICLES TO THE EXTENT PERMISSIBLE UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM MONEYS DEPOSITED IN THE DEBT SERVICE FUND ESTABLISHED FOR THE OBLIGATIONS DERIVED FROM THE CITY’S COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES, AS SHALL BE SET FORTH OR PROVIDED FOR IN A SUPPLEMENTAL RESOLUTION TO BE ADOPTED BY THE CITY COMMISSION PRIOR TO THE ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT, SUBJECT TO THE LIMITATIONS HEREIN CONTAINED, THE TERMS OF SUCH OBLIGATIONS SHALL BE ESTABLISHED OR PROVIDED FOR AND THE OBLIGATIONS SHALL BE SOLD AS PROVIDED IN THE SUPPLEMENTAL RESOLUTION; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATING TO THE OBLIGATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This Ordinance is enacted pursuant to (a) Chapter 166, Florida Statutes, as amended; (b) the City Charter of the City of Deerfield Beach, Florida; (c) Article VIII, Section 2, of the Florida Constitution; and (d) other applicable provisions of law.

SECTION 2. DEFINITIONS, CAPTIONS AND HEADINGS.

(a) As used herein, unless the context otherwise requires:

“City” means the City of Deerfield Beach, Florida.

“City Commission” means the City Commission of the City.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Non-Ad Valorem Revenues” means all revenues of the City derived from any source whatsoever other than revenues derived from ad valorem taxes imposed on real or personal property, but only to the extent that such revenues are legally available to pay the principal of and interest on the Obligations and make other payments required by the Supplemental Resolution and/or the loan agreement entered into by the City in connection with the issuance of the Obligations.

“Obligations” mean bonds, notes or any other type of debt obligations issued by the City under authority of this Ordinance and a Supplemental Resolution to finance all or a portion of the cost of the Vehicles.

“Supplemental Resolution” means and includes any resolution of the City Commission supplemental to this Ordinance relating to the Obligations.

“Tax-Exempt Obligations” means Obligations issued with the intent that the interest thereon be excludable from the gross income of the owners thereof under the Code.

(b) All capitalized terms used herein without definitions shall have the meanings specified in this Ordinance, the Supplemental Resolution or any loan or other financing agreement authorized thereby, as applicable, unless the context otherwise requires.

(c) The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any section, subsection, paragraph, subparagraph, sentence, clause, phrase or word contained herein.

“Vehicles” means certain public safety vehicles, including, but not limited to, police department vehicles, fire department vehicles, and any other public safety or municipal vehicles in the City’s capital budget for Fiscal Year 2026 which are approved by the City Commission to be financed, in whole or in part, with proceeds of the Obligations, so long as such Vehicles are eligible to be financed with proceeds of Tax-Exempt Obligations, together with maintenance and extended warranty plans for such Vehicles, to be purchased, acquired and installed by or on behalf of the City and financed, in whole or in part, with the proceeds of the Obligations, which Vehicles shall be generally described in the Supplemental Resolution.

SECTION 3. FINDINGS. It is hereby ascertained, found, determined and declared that:

(a) Pursuant to the Florida Constitution and Chapter 166, Florida Statutes, as amended, the City has all powers of local self-government to perform municipal functions and to render municipal services, to acquire and finance public safety vehicles in furtherance thereof and to provide for the financing of the same, except as otherwise provided by law, and such power may be exercised by the City through the enactment of appropriate ordinances and resolutions.

(b) It is in the best interests of the City and its residents to purchase, acquire, equip, and provide for the long-term maintenance of, the Vehicles.

(c) It is desirable for the City Commission to authorize, by this Ordinance, as the same shall be supplemented by a Supplemental Resolution, the issuance and sale of the

Obligations as herein provided and to use the proceeds thereof to pay for all or a portion of the cost of the Vehicles and the costs of issuance of the Obligations.

(d) The Obligations shall be secured by and payable from moneys deposited in the debt service fund to be established for the Obligations pursuant to the Supplemental Resolution, which moneys shall be derived from the City's covenant to budget and appropriate Non-Ad Valorem Revenues.

(e) The proposed issuance of the Obligations serves a valid and proper municipal purpose and public purpose.

(f) Subject to the terms hereof, the terms and details of the Obligations shall be as set forth or provided for in a Supplemental Resolution.

SECTION 4. AUTHORIZATION OF OBLIGATIONS.

(a) The City Commission hereby authorizes and approves the issuance and sale of the Obligations, in the aggregate principal amount of not to exceed \$10,500,000, for the purpose of (i) providing funds to pay the cost of purchasing the Vehicles, including, without limitation, reimbursement to the City for previously purchased Vehicles to the extent permissible under the Code and (ii) paying the costs of issuance of the Obligations. The principal amount of the Obligations shall be determined by, or provided for in, a Supplemental Resolution. The Obligations shall be dated, shall bear interest at a rate or rates, shall be payable, shall mature, shall be subject to redemption, and shall have such other characteristics as shall be provided for in a Supplemental Resolution; provided, however that (i) the principal amount of the Obligations shall not exceed \$10,500,000, (ii) the final maturity thereof shall not exceed five (5) years from their date of issuance or, if the City Commission delegates to the City Manager the authority to determine the terms of the Obligations pursuant to Section 4(e)(i) hereof, then such longer term as the City Manager determines is in the best interest of the City, and (iii) the interest rate thereon shall not exceed the maximum interest rate permitted by applicable law. The Supplemental Resolution for the Obligations shall also provide for the award and manner of sale of such Obligations.

(b) The Obligations shall be designated as set forth in the Supplemental Resolution.

(c) The Obligations shall be secured by and payable from moneys deposited in the debt service fund to be established for the Obligations pursuant to the Supplemental Resolution, which moneys shall be derived from the City's covenant to budget and appropriate Non-Ad Valorem Revenues.

(d) The Obligations may be issued as Tax-Exempt Obligations or as taxable Obligations.

(e) The following conditions shall be complied with prior to the issuance of the Obligations:

(i) Prior to the issuance and sale of the Obligations to the original purchaser, the City Commission shall have adopted a Supplemental Resolution specifying the terms of the Obligations as required hereby or delegating to the City Manager the authority to determine the terms of the Obligations within the parameters set forth herein and in said Supplemental Resolution.

(ii) Prior to the issuance and sale of the Obligations to the original purchaser, the City Commission shall have adopted a Supplemental Resolution (which may be the resolution described in (i) above) providing for the negotiated sale and award of the Obligations to the original purchaser within the parameters set forth herein and in the Supplemental Resolution.

SECTION 5. AUTHORIZATION OF VEHICLES. The City Commission hereby authorizes the purchase of the Vehicles and the application of the proceeds of the Obligations to pay the costs thereof and the costs of issuance of the Obligations.

SECTION 6. AUTHORIZATION OF NEGOTIATIONS. The City Manager, the Chief Financial Officer, the City Attorney, bond counsel to the City and the financial advisor for the City are each hereby authorized to negotiate with banks or other financial institutions for the purchase of the Obligations and with respect to the terms of the Obligations. The City Manager is hereby authorized to accept the commitment from the institution offering, in his opinion, after consultation with the financial advisor and bond counsel, the best terms for the purchase of the Obligations. The final terms of the Obligations, as so agreed to by the City Manager, shall be set forth in the Supplemental Resolution or in the form of the loan or other financing agreement approved thereby. The City Attorney and bond counsel to the City are hereby authorized to draft documents and to do all other things necessary to accomplish the issuance and sale of the Obligations.

SECTION 7. GENERAL AUTHORITY. The members of the City Commission, the City Manager, the Chief Financial Officer, the City Attorney, the City Clerk and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, the Supplemental Resolution or any loan or other financing agreement approved thereby, desirable or consistent with the requirements of this Ordinance, the Supplemental Resolution or the loan or other financing agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the City Commission, the City Manager, the Chief Financial Officer, the City Clerk and the City Attorney is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 8. COMPLIANCE WITH OPEN MEETING LAW. It is found and determined that all formal actions of the City Commission concerning and relating to the enactment of this Ordinance were taken in open meetings of the City Commission and that all deliberations of the City Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes and the City Charter.

SECTION 9. CONFLICT. All ordinances or resolutions or parts thereof in conflict herewith are to the extent of such conflict superseded and repealed.

SECTION 10. SEVERABILITY. In case any section or provision of this Ordinance, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Ordinance or any application thereof is held to be illegal or invalid for any reason by a court of competent jurisdiction, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Ordinance, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained herein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, covenant, agreement, stipulation, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

SECTION 11. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and enactment on second reading.

PASSED 1ST READING ON THIS ____ DAY OF AUGUST, 2026.

PASSED 2ND READING ON THIS ____ DAY OF SEPTEMBER, 2026.

(SEAL)

CITY COMMISSION OF THE CITY
OF DEERFIELD BEACH, FLORIDA

By: _____
Todd Drosky, Mayor

(ATTEST)

By: _____
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. 2026-430

Agenda Date: 8/18/2026

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 Ethel Estrada Simon as an alternate member to the African American Heritage Committee; 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

At the September 14, 2022, Commission Meeting, the City Commission unanimously voted to adopt an Ordinance establishing the African American Heritage Committee as an advisory committee to the Commission. Pursuant to the Ordinance, the Committee shall be composed of no more than 10 members, with up to five regular members and five alternate members. The Mayor and each Commissioner may appoint one regular member and one alternate member. All appointments shall be subject to approval by a majority of the City Commission. Committee members shall be residents of the City and shall serve two-year terms. A majority of the Committee members appointed shall constitute a quorum.

Ethel Estrada Simon has expressed an interest in serving on the Board and has been nominated by Commissioner Preston to serve as an alternate member. Ms. Simon has also passed the required Level II Background Check.

Current Activity

Upon approval, the Committee will have four regular members with one vacancy, and three alternates with two vacancies. Note that this Committee will need to sunset prior to January 1, 2027 when Florida Senate Bill 1134/Section 166.04971, Fla. Stat., (DEI Law) takes effect.

Recommendation

Approval is recommended.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING ETHEL ESTRADA SIMON AS AN ALTERNATE MEMBER TO THE AFRICAN AMERICAN HERITAGE COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 2-210.8 of the City Code of Ordinances establishes the African American Heritage Committee (the “Committee”) to provide recommendations and input to the City for events recognizing and celebrating African American history relating to Martin Luther King Jr. Day, Juneteenth, and Black History Month; and

WHEREAS, the Committee shall be composed of no more than ten members, including up to five regular members and five alternate members, appointed by and serving at the pleasure of the City Commission for two-year terms; and

WHEREAS, Ethel Estrada Simon has been nominated by Commissioner Preston to serve as an alternate member of the Committee.

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. Ethel Estrada Simon is hereby appointed to serve as an alternate member of the Committee.

Section 3. 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 Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: African American Heritage 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 Ethel Simon

Address 1431 SW 6th Way

City Deerfield Beach

State FL

Zip 33441

I reside in District # (can be found on back of your Voter Registration Card)
 DFB District 2
District 2
FL District 20

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone 954-531-4484

Work/Mobile Phone 954-531-4484

E-mail ethelsimon.dfb@gmail.com

Employer NNAF

Address 9450 SW Gemini Dr, PMB 16009, Beaverton, OR 97008

Occupation (if retired, please indicate and list former occupation) Senior Director of Operations

Please list any governmental Advisory Boards or Committees on which you currently serve:

N/A

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

University of North Carolina at Chapel Hill - B.A. in Latin American and Caribbean Studies & Spanish, minor in African American Studies

Professional: Certification(s)

Racial Justice Facilitation Certificate - Interactive Institute for Social Change

Knowledge: Training, interest or experience

Background: facilitation, program design, large gatherings, operations, governance, compliance, community engagement
Published Work: "Haitian immigration policy and women in South Florida: Transnationality and its representations," MURAP

Community Involvement: List organizations/positions

WomenNC former Board Member
Advovates for Youth former Youth Fundraising Advisory Board member
Girl Scouts of America former troop leader

Organizations: Memberships

Spiritual Alliance of Communities Reproductive Dignity (SACReD)

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: 4 August 2026

Print Name: Ethel Anise Simon

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213
Website: www.deerfield-beach.com

Fax: 954-480-4323
E-mail: 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. 2026-445

Agenda Date: 8/18/2026

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 service order amendment to the ClearGov, Inc. Service Agreement to add the financial engagement subscription services for the five-year term in an aggregate amount of \$79,331.70, inclusive of a one-time set up fee of \$8,030.00, for an updated total contract amount not to exceed \$560,047.56; providing for conflicts, implementation and an effective date. (Funds from Account #100-100-130-1301-000-51300-503004 - Software Maintenance)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Total five-year aggregate amount increase by \$79,331.70

Account Name: Software Maintenance

Account Number: 100-100-130-1301-000-51300-503004

Background/History

As Florida prepares for the implementation of recently adopted Florida House Bill 1329, which takes effect on January 1, 2027, the City is proactively enhancing its financial transparency and public engagement capabilities through the implementation of the ClearGov platform. ClearGov provides an integrated solution designed to streamline financial reporting, improve public access to information, and strengthen community engagement.

The Financial Engagement module expands transparency by providing tools that allow the City to actively involve residents throughout the budgeting process. Through interactive surveys, budget simulations, project prioritization tools, and public feedback opportunities, the City can collect meaningful community input while increasing residents' understanding of the financial decisions that impact the community. Together with the Digital Budget Book, these solutions provide the City with a modern, citizen-focused approach to financial transparency by improving the publication of financial information, enhancing public accessibility, and fostering greater trust between the City and its residents.

Current Activity

This Service Order Amendment amends the Service Order dated January 23, 2026, which was approved by the City of Deerfield Beach City Commission pursuant to Resolution No. 2026/011. The purpose of this amendment is to increase the existing ClearGov Service Order to add Financial Engagement Subscription Services. The original five-year aggregate amount of the agreement was

\$480,715.87. This amendment increases the five-year aggregate amount to \$560,047.57 to add Financial Engagement subscription services, and incorporate a one-time setup fee of \$8,030, effective October 1, 2026 (Fiscal Year 2027).

Except for the inclusion of the Financial Engagement Subscription Services and the related Statement of Work specifically associated with these services, all other terms and conditions of the Service Order, dated January 23, 2026, including the Billing Terms and Conditions, General Terms and Conditions, Statement of Work, and ClearGov BCM Service Agreement, shall remain unchanged and continue in full force and effect.

Recommendation

Staff recommends approval of the Service Order Amendment with ClearGov to increase the existing Service Order from the original five-year aggregate amount of \$480,715.87 to a revised five-year aggregate amount of \$560,047.57 by adding Financial Engagement subscription services and a one-time setup fee of \$8,030, effective October 1, 2026. Approval of this amendment will enhance the City's ability to engage residents, collect community feedback, and promote greater transparency throughout the budgeting process.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A SERVICE ORDER AMENDMENT TO THE CLEARGOV, INC. SERVICE AGREEMENT TO ADD THE FINANCIAL ENGAGEMENT SUBSCRIPTION SERVICES FOR THE FIVE YEAR TERM IN AN AGGREGATE AMOUNT OF \$79,331.70, INCLUSIVE OF A ONE-TIME SET UP FEE OF \$8,030.00, FOR AN UPDATED TOTAL CONTRACT AMOUNT NOT TO EXCEED \$560,047.56; PROVIDING FOR CONFLICTS, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on February 17, 2026, the City Commission passed and adopted Resolution No. 2026/011 approving a Service Agreement and Addendum with ClearGov, Inc. (“ClearGov”) to provide a budget software subscription platform for a five-year period in a total aggregate amount not to exceed \$480,715.86 (the “Contract”); and

WHEREAS, pursuant to the recently adopted Florida House Bill 1329, entitled “Local Government Financial Transparency and Accountability Act”, which is effective January 1, 2027, (the “Act”) counties and municipalities are required to post budgets on their websites, publish quarterly reports concerning employee compensation and an annual budget development calendar, conduct budget cutting exercises and post results of such exercises on their websites, along with certain public notice requirements; and

WHEREAS, as a proactive step to adhere to the Act's requirement and enhance the City's financial transparency and public engagement capabilities, the City reviewed ClearGov's financial engagement module, which provides an integrated solution designed to streamline financial reporting, improve public access to information, and strengthen community engagement (the “Financial Module”); and

WHEREAS, the Financial Module will allow the City to actively involve the public in the budget process through interactive surveys, budget simulations, project prioritization tools, and public feedback opportunities; and

WHEREAS, Section 38-116(3)(c)(3) of the City Code authorizes the City to acquire or contract for licensed computer software and web-based applications without utilizing the sealed competitive method or written quotations method; and

WHEREAS, the City desires to enter into a Service Order Amendment with ClearGov, attached as Exhibit “1”, (the “Amendment”) to add the Financial Module in an aggregate amount of \$79,331.70, inclusive of a one-time set up cost of \$8,030.00, for an updated total contract amount not to exceed \$560,047.56 over the five-year term; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Amendment with ClearGov, attached as Exhibit “1”, for the additional Financial

Module for the five-year period in an aggregate amount of \$79,331.70, with the Financial Module services commencing October 1, 2026.

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

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

Section 2. The City Commission hereby approves the Amendment, attached as Exhibit “1”, to include the Financial Module in an aggregate amount not to exceed \$79,331.70 inclusive of a one-time start-up cost of \$8,030.00, for an updated total five-year Contract term aggregate cost not to exceed \$560,047.56.

Section 3. The City Manager is hereby authorized to execute the Amendment, 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. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Service Order Amendment

2 Mill & Main; Suite 630; Maynard, MA 01754

Created By	Nathaniel Pecina
Contact Phone	512-507-5879
Contact Email	npecina@cleargov.com

Order Date	
Order Valid If Signed By	

Customer Information					
Customer	The City of Deerfield Beach, FL	Contact	Rodney Brimlow	Billing Contact	Tamara Baker
Address	150 NE 2nd Avenue	Title	City Manager	Title	Budget Manager
City, St, Zip	Deerfield Beach, FL 33441	Email	TBaker@deerfield-beach.com	Email	TBaker@deerfield-beach.com
Phone	954-480-4200			PO # (If any)	

This Second Amendment is to the Service Order dated January 23, 2026 and approved by the City of Deerfield Beach City Commission pursuant to Resolution No. 2026-011. Except for the updated Subscription Services set forth below to include the Budget Platform and the related Statement of Work specifically related to Subscription Services outlined below all other terms of the Service Order dated January 23, 2026, inclusive of the billing terms and conditions, General Terms and Conditions, Statement of Work and ClearGov BCM Service Agreement shall remain and be in full force and effect. The new total five-year aggregate amount shall be \$560,047,56. The Services you will receive and the Fees for those Services are...

Customer Annual Budgeted Expenditures - All Funds Total		\$338,000,000	
Setup Services		Tier / Rate	Service Fees
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions		Tier 5A	\$ 56,700.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions		Tier 5A	\$ (15,595.00)
Total ClearGov Setup Service Fee - Billed ONE TIME			\$ 41,105.00
Subscription Services		Tier / Rate	Service Fees
ClearGov Base Platform - Civic Edition		Tier 5A	\$ 4,950.00
ClearGov Operational Budgeting - Civic Edition		Tier 5A	\$ 25,800.00
ClearGov Personnel Budgeting - Civic Edition		Tier 5A	\$ 25,800.00
ClearGov Capital Budgeting - Civic Edition		Tier 5A	\$ 25,800.00
ClearGov Digital Budget Book - Civic Edition		Tier 5A	\$ 18,200.00
ClearGov Strategic Planning - Civic Edition		Tier 5A	\$ 18,200.00
ClearGov Transparency - Civic Edition		Tier 5A	\$ 15,800.00
Bundle Discount: Platform		Tier 5A	\$ (2,475.00)
Bundle Discount: Modules		Tier 5A	\$ (36,510.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE			\$ 95,565.00

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Apr 1, 2026	Apr 1, 2026	ClearGov Setup Services (DBB)
Pro-Rata	Apr 1, 2026	Sep 30, 2026	ClearGov Subscription Services (DBB)
Setup	Oct 1, 2026	Oct 1, 2026	ClearGov Setup Services (OB, PB, CB, SP, TR)
Initial	Oct 1, 2026	Sep 30, 2031	ClearGov Subscription Services (OB, PB, CB, DBB, SP, TR)

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Apr 1, 2026	\$33,075.00	One-Time Setup Fee (OB, PB, CB, DBB, SP)
Apr 1, 2026	\$11,575.00	6 Month Pro-Rata Subscription Fee (DBB)
Oct 1, 2026	\$8,030.00	One-Time Setup Fee (TR)
Oct 1, 2026	\$95,565.00	Year 1 Annual Subscription Fee (OB, PB, CB, DBB, SP, TR)
Oct 1, 2027	\$98,431.95	Year 2 Annual Subscription Fee (OB, PB, CB, DBB, SP, TR)
Oct 1, 2028	\$101,384.91	Year 3 Annual Subscription Fee (OB, PB, CB, DBB, SP, TR)
Oct 1, 2029	\$104,426.46	Year 4 Annual Subscription Fee (OB, PB, CB, DBB, SP, TR)
Oct 1, 2030	\$107,559.25	Year 5 Annual Subscription Fee (OB, PB, CB, DBB, SP, TR)
	\$560,047.57	Total Aggregate Cost

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Valid Until	Apr 30, 2026
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Payment	Net 30	
Initial Period Rate Increase	3% per annum	
Rate Increase	6% per annum	

Statement of Work as to the Budget Civic Edition

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order, unless the parties mutually agree to change the Service Periods..

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

RESOLUTION NO. 2026/011**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A SERVICE AGREEMENT AND ADDENDUM WITH CLEARGOV, INC., TO PROVIDE A BUDGET SOFTWARE SUBSCRIPTION PLATFORM FOR A FIVE-YEAR PERIOD IN A TOTAL AGGREGATE AMOUNT NOT TO EXCEED \$480,715.87; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach has an existing agreement with OpenGov, Inc. (“OpenGov”) for the provision of budgeting and planning software that supports operating and capital budget development, as well as online budget publication (the “Program”) utilized by all City departments; and

WHEREAS, the City’s existing agreement with OpenGov is for a three year term and the agreement expires on September 30, 2026; and

WHEREAS, in evaluating the current Program and interaction with the current provider, it was determined that the City desires to obtain a new budget and software program; and

WHEREAS, City staff has reviewed the budget planning, building and reporting solutions software platform (the “Subscription Services”) offered by ClearGov, Inc. (“ClearGov”) and has determined that the Subscription Services will provide enhanced functionality, improve the user experience, and provide the City with overall cost savings; and

WHEREAS, the Subscription Services include operating budgeting, personnel budgeting, capital budgeting, the digital budgeting book, and strategic planning; and

WHEREAS, Section 38-116(3)(c)(3) of the City’s Code authorizes the City to acquire or contract for licensed software and web-based applications, which are not part of an existing software or web-based application system without utilizing the sealed competitive method or written quotations method, and an expenditure for such acquisition of such software or web-based application greater than \$100,000 requires City Commission approval; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Service Agreement and Addendum with ClearGov, attached as Exhibit “1,” (collectively, the “Agreement”) for the Subscription Services for a five-year period in an aggregate amount not to exceed \$480,715.87, which includes an initial upfront setup cost and annual subscription amounts and a first year cost commencing on October 1, 2026 of \$82,135.00.

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

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

Resolution 2026/011

Section 2. The City Commission hereby approves the Agreement with ClearGov, attached as Exhibit "1", for the Subscription Services for a five-year period in a total aggregate amount not to exceed \$480,715.87.

Section 3. The City Manager is hereby authorized to execute the Agreement with ClearGov, 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 17TH DAY OF FEBRUARY, 2026.

CITY OF DEERFIELD BEACH

A large, stylized handwritten signature in blue ink, likely belonging to Todd Drosky, the Mayor.

TODD DROSKY, MAYOR

ATTEST:

A handwritten signature in blue ink, likely belonging to Heather Montemayor, the City Clerk.

HEATHER MONTEMAYOR, CITY CLERK



Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created By	Nathaniel Pecina
Contact Phone	512-507-5879
Contact Email	npecina@cleargov.com

Order Date	Jan 23, 2026
Order Valid If Signed By	Feb 28, 2026

Customer Information					
Customer	The City of Deerfield Beach, FL	Contact	Rodney Brimlow	Billing Contact	Tamara Baker
Address	150 NE 2nd Avenue	Title	City Manager	Title	Budget Manager
City, St, Zip	Deerfield Beach, FL 33441	Email	TBaker@deerfield-beach.com	Email	TBaker@deerfield-beach.com
Phone	954-480-4200			PO # (If any)	

The Services you will receive and the Fees for those Services are...

Customer Annual Budgeted Expenditures - All Funds Total		\$338,000,000	
Setup Services		Tier / Rate	Service Fees
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions		Tier 5A	\$ 47,250.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions		Tier 5A	\$ (14,175.00)
Total ClearGov Setup Service Fee - Billed ONE TIME			\$ 33,075.00
Subscription Services		Tier / Rate	Service Fees
ClearGov Base Platform - Civic Edition		Tier 5A	\$ 4,950.00
ClearGov Operational Budgeting - Civic Edition		Tier 5A	\$ 25,800.00
ClearGov Personnel Budgeting - Civic Edition		Tier 5A	\$ 25,800.00
ClearGov Capital Budgeting - Civic Edition		Tier 5A	\$ 25,800.00
ClearGov Digital Budget Book - Civic Edition		Tier 5A	\$ 18,200.00
ClearGov Strategic Planning - Civic Edition		Tier 5A	\$ 18,200.00
Bundle Discount: Platform (50%)		Tier 5A	\$ (2,475.00)
Bundle Discount: Modules (30%)		Tier 5A	\$ (34,140.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE			\$ 82,135.00

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Apr 1, 2026	Apr 1, 2026	ClearGov Setup Services (DBB)
Pro-Rata	Apr 1, 2026	Sep 30, 2026	ClearGov Subscription Services (DBB)
Setup	Oct 1, 2026	Oct 1, 2026	ClearGov Setup Services (OB, PB, CB, SP)
5-Year Initial	Oct 1, 2026	Sep 30, 2031	ClearGov Subscription Services (OB, PB, CB, DBB, SP)

To be clear, you will be billed as follows...

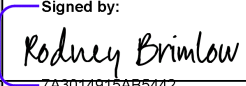
Billing Date(s)	Amount(s)	Notes
Apr 1, 2026	\$33,075.00	One-Time Setup Fee
Apr 1, 2026	\$11,575.00	6 Month Pro-Rata Subscription Fee (DBB)
Oct 1, 2026	\$82,135.00	Year 1 Annual Subscription Fee (OB, PB, CB, DBB, SP)
Oct 1, 2027	\$84,599.05	Year 2 Annual Subscription Fee (OB, PB, CB, DBB, SP)
Oct 1, 2028	\$87,137.02	Year 3 Annual Subscription Fee (OB, PB, CB, DBB, SP)
Oct 1, 2029	\$89,751.13	Year 4 Annual Subscription Fee (OB, PB, CB, DBB, SP)
Oct 1, 2030	\$92,443.67	Year 5 Annual Subscription Fee (OB, PB, CB, DBB, SP)
	\$480,715.87	Total Aggregate Cost

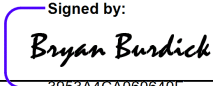
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms & Conditions		
Valid Until	Feb 28, 2026	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount. (Already included in the above pricing schedule).
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

Terms & Conditions

Customer Satisfaction Guarantee	During the first sixty (60) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the execution of the Service Order set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail. In addition, this Agreement includes the Addendum attached hereto and incorporated by reference.

Customer	
Signature	Signed by: 
Name	7A3014915AB5442... Rodney Brimlow
Title	City Manager

ClearGov, Inc.	
Signature	Signed by: 
Name	3953A4CA060640F... Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)			
Select Order Type for this Service Order	NL	If XS: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order, unless the parties mutually agree to change the Service Periods..

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



This ClearGov BCM Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement along with the ClearGov Service Order and the Addendum attached thereto governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**"). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

- 1.1) "**Account**" means an access point for the ClearGov Service that requires registration by the Customer.
- 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
- 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
- 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
- 1.5) "**ClearGov Service**" means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
- 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
- 1.7) "**Customer PDF**" means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
- 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer,

including Sensitive Data entered or provided by Customer. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Sensitive Data**" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) **Service Usage & Licenses.**

- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access with prior notice to Customer regarding such access. ClearGov shall be liable for any and all activities it conducts regarding the Services to be provided.
- 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) **Term and Termination.**

- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
 - a) Either Party may terminate this Agreement if the other

Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.

- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.
- c) During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
- d) Customer shall have the option to Terminate the Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.

3.3) **Obligations.** Upon expiration or termination of this Agreement:

- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
- b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
- c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees, unless termination is for cause.

3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) **Interest and Collections.** Any and all payments shall be remitted in accordance with Chapter 218, Florida Statutes, "Local Government Prompt Payment Act".
- 4.3) **Taxes.** Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

- 5.1) **General.** Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute

documents confirming such ownership.

5.2) **Data Ownership and License.**

- a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.
- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions

provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.
- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.

Further, ClearGov shall indemnify, hold harmless and defend Customer, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, including but not limited to attorney's fees, court cost or other alternative dispute resolution costs arising during the term of this Agreement and any renewal as a result of ClearGov's: (a) performing any Services under this Agreement and Service Orders or the failure to do any work herein; (b) arising out of any error, omission, or negligent act of ClearGov, its agents or employees, in the performance of the Services under this Agreement, (c) any inaccuracy in or breach of any of the representations, warranties or covenants may by ClearGov herein, except that ClearGov shall not be liable under this section for damages caused or resulting from the sole negligence of Customer. Nothing in this Agreement shall be deemed or treated as a waiver by Customer of any immunity to which it is entitled by law, including but not limited to Customer's sovereign immunity set forth in Section 768.28, Florida Statutes.

- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of

work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.
- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) ClearGov hereby acknowledges that Customer is a governmental entity. Customer is subject to Chapter 119, Florida Statutes "Public Records Law." Any confidentiality relating to disclosure of information and data processing/proprietary software will be in accordance with Chapter 119, Florida Statutes.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event

shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

- 7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Section removed.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability

insurance and auto liability insurance in amounts set forth in the Addendum attached to the Service Order. ClearGov shall maintain Worker's Compensation insurance as required by law.

- 8.6) Section removed.
- 8.7) Governing Law; Waiver of Jury Trial. Each party expressly waive ay right to jury trial in connection with any action or litigation arising out or related to this Agreement. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that exclusive venue for any action or 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 Parties agree that the exclusive venue for any such lawsuit shall be in the United State District Court of United States Bankruptcy Court in and for the Southern District of Florida.
- 8.8) Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including but not limited to acts of God, acts of government, flood, fire, hurricanes or other natural disasters, epidemics, civil unrest, acts of terror, strikes, and other governmental actor or orders or restrictions. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- 8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

ADDENDUM TO CLEARGOV SERVICE ORDER AND BCM SERVICE AGREEMENT

THIS ADDENDUM TO THE CLEARGOV SERVICE ORDER AND BCM SERVICE AGREEMENT ("Addendum") is attached to the CLEARGOV SERVICE ORDER AND BCM SERVICE AGREEMENT ("BCM") (collectively the "Agreement") made and entered into on February 17, 2026, by and between the City of Deerfield Beach, Florida (the "City" or "Customer") and ClearGov, Inc. ("ClearGov").

To the extent that any terms or conditions of this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood that the terms and conditions of this Addendum shall take precedence and supersede the Agreement.

The parties agreed as follows:

1. **Public Records.** ClearGov shall comply with the public records laws as set forth in Chapter 119, Florida Statutes, and to the extent required by law only, adhere to the following:
 2.
 - a. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service.
 - b. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement.
 - d. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of ClearGov shall be delivered by ClearGov to City, at no cost to City, within seven days. All records stored electronically by ClearGov shall be delivered to City in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of the Agreement, ClearGov shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 - e. ClearGov's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of the Agreement by the City.

IF CLEARGOV HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CLEARGOV'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, web.clerk@deerfield-beach.org

beach.com OR BY MAIL: City of Deerfield Beach — City Clerk's Office, 150 N.E. 2nd Ave, Deerfield Beach, FL 33441.

- f. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of City. Any compensation due to ClearGov shall be withheld until all documents are received as provided herein.
3. That Subsection 8.6 of the BCM Agreement is hereby deleted and replaced with the following.

Scrutinized Companies.

- a. ClearGov certifies that it and their subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate the Agreement at its sole option if ClearGov or their subcontractors are found to have submitted a false certification; or if the ClearGov or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or are engaged in the boycott of Israel during the term of the Agreement.
 - b. ClearGov agrees to observe the above requirements for applicable subcontracts entered into under the Agreement.
 - c. As provided in Subsection 287.135(8), F.S. if the federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.
4. **Verification of Employment Status.**

ClearGov shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of ClearGov in accordance with Section 448.095, Florida Statutes. ClearGov is liable for any additional costs incurred by the City as a result of termination of the Agreement. If the Agreement is terminated for a violation of the statute by ClearGov, ClearGov may not be awarded a public contract for a period of one year after the date of termination.

5. **Human Trafficking Affidavit.**

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

6. Foreign Countries of Concern Affidavit.

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

7. **Insurance.** During the course of performing the Services under the Agreement, ClearGov agrees to maintain the following insurance: (a) Commercial Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) Professional Liability (Errors and Omissions) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Cyber Security Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. All such insurance policies shall name the City of Deerfield Beach as an additional insured and ClearGov shall provide the Customer with copies of the Certificate of Insurance prior to commencing such Services. In the event that the insurance is cancelled, ClearGov shall notify the Customer within five (5) days of such notice of cancellation and provide Customer with a new Certificate of Insurance. ClearGov shall maintain Worker's Compensation as required by law.

8.

IN WITNESS WHEREOF, the parties hereof have executed this Addendum as of the date first written above. It is hereby acknowledged and agreed that the undersigned for the City is duly authorized to execute this Addendum on behalf of the City, and the undersigned for ClearGov is duly authorized to execute this Addendum on behalf of ClearGov.

City of Deerfield Beach

Signed by:
By: Rodney Brimlow
7A3014915AB5442...
Rodney Brimlow
City Manager

Signed by:
Attest: Heather Montemayor
5E72EBB3A1E04DD...
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
Signed by:
Anthony Soroka
5CAA0437D59A4C4...
Anthony C. Soroka, City Attorney

ClearGov, Inc.

Signed by:
By: Bryan Burdick
3953A4CA060640F...
Signature

Print Name: Bryan Burdick

Title: President



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-471

Agenda Date: 8/18/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, approving the artwork permit application submitted by the City for installation of a graphic design wrap mural on the Oveta McKeithen Park football concession building; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

At the August 4, 2026 City Commission meeting, the City Commission approved the purchase and installation of the mural wrap for the concession stand building at the Oveta McKeithen Recreational Complex contingent upon Public Art Committee review and Commission approval of the final graphic design.

As part of the City's public art review process, the proposed mural design was required to be reviewed by the Public Art Committee and recommended to the City Commission for final design approval. The Public Art Committee reviewed the proposed design at its August 5, 2026 meeting and recommended the design for approval.

This item is being presented to the City Commission for final approval of the mural wrap design for the concession stand building at the Oveta McKeithen Recreational Complex, as recommended by the Public Art Committee.

This mural may be updated over time to reflect additional athletes and future modifications consistent with the intent of the mural.

Recommendation

Staff recommends approval of the mural design.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, APPROVING THE ARTWORK PERMIT APPLICATION SUBMITTED BY THE CITY FOR INSTALLATION OF A GRAPHIC DESIGN WRAP MURAL ON THE OVETA MCKEITHEN PARK FOOTBALL CONCESSION BUILDING; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

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

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

WHEREAS, on August 4, 2026, the City Commission passed and adopted Resolution No. 2026/120, approving the issuance of 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 contingent upon Committee review and Commission approval of the final graphic design; and

WHEREAS, the City submitted an artwork permit application (the “Application”) to the Committee for consideration of the installation of the graphic design wrap by Ad Graphics, LLC, which will depict the history and legacy of the Packer Rattlers football program by showcasing Packer Rattlers players who have advanced to the National Football League, while also highlighting the pride and tradition of the organization, as further depicted in Exhibit “A” (the “Mural”); and

WHEREAS, on August 5, 2026, the Committee met to review the Application in accordance with City Code Sections 14-136 and 14-138, and the Committee determined that the Mural meets the standards in the City Code and is recommending approval of the Mural and the Application (the “Artwork”); and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Artwork, as depicted on Exhibit “A”, for installation on the Oveta McKeithen Park Football Concession Building.

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

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

Section 2. The City Commission hereby approves the Application and installation of the Artwork, as depicted on the attached Exhibit “A”, on the Oveta McKeithen Park Football Concession Building.

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.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



For Office Use Only
Application No. _____
Submittal Date: _____

Artwork Permit Application

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

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

Per Code of Ordinances Section 14-137:

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

Property Address: 445 SW 2nd Street

Property Owner: City of Deerfield Beach

Agent (if different from Owner): _____

Property Folio #: _____ Zoning District: _____

Address of Property: _____

Description of proposed artwork: A building wrap mural to be placed on the concession stand with pictures honoring

former Packer Rattler players who went on to play professionally in the NFL.
Wrap also honors and signifies that the field is the home of the Packer Rattlers

How will this artwork be displayed in a location visible to the public? Building faces MLK Blvd and is also a focal point of

Oveta McKeithen Park

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

Start Date: September 2026

End Date: Undetermined

Agent Signature: _____

Name Printed: _____

Address: _____

Telephone: _____

Email: _____

Owner Signature: Gregory Warner

Name Printed: GREGORY WARNER

Address: 445 SW 2ND ST, AFB 33441

Telephone: (954) 250-4170

Email: gwarner@deerfieldbeachfl.gov

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

Artwork Permit Application

SUBMITTAL CHECKLIST

Note: Per Code of Ordinances Section 14-138.(n):

Artwork may be illuminated only if approved by the city commission and only by indirect lighting. Such illumination shall be permitted from 6:00 p.m. to midnight Standard Time and 7:00 p.m. to midnight Daylight Savings Time or such shorter time as approved by the city commission, and only in accordance with Broward County Code sections 39-63 "Sign Illumination Standards," as amended. Internal illumination, blinking lights, and flashing lights are prohibited.

NEED PROVIDED

☐	☐	Complete Application , including two (2) copies of each required submittal item and any additional documentation as requested by staff.
☐	☐	Application Processing Fee (See fee schedule)
☐	☐	Proof of Ownership (such as title, warranty deed, articles of incorporation if a corporation)
☐	☐	Agent Authorization Letter if applicable, authorizing the applicant/agent to act on all property owners' behalf.
☐	☐	Preliminary sketches, photographs, or renderings to indicate the nature of the proposed artwork
☐	☐	Aerial Photograph depicting location of artwork on private property
☐	☐	Official Zoning Map copy of the portion depicting the city zoning of the property where the artwork is to be located
☐	☐	Documentation that the subject private property is in good standing with the city with no pending code enforcement matters and no outstanding fee(s), fine(s), civil or administrative violation(s), or lien(s) for any amounts owed to the city, including, but not limited to, business taxes, certificate of use fees, code enforcement fines or liens, fire liens, unsafe structure fines or liens, or any other fee, fine, penalty, or lien due and owing to the city.

West Elevation



North Elevation



East Elevation



South Elevation





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-461

Agenda Date: 8/18/2026

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 an agreement with the Florida Department of Environmental Protection Division of State Lands to receive state appropriation funding in the amount of \$450,000.00 for the Oveta McKeithen Park Basketball Courts Air Pavilion Project; 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 Oveta McKeithen Park is located at 445 SW 2nd Street. The Park features football fields, picnic shelters, baseball fields, a community center, and two connected outdoor full-court basketball courts. Adjacent to this park are the Stanley Terrace Apartments, which are owned and operated by the Deerfield Beach Housing Authority. The Housing Authority provides Section 8 Affordable Housing for lower-income families, funded by the U.S. Department of Housing and Urban Development (HUD).

The basketball courts are popular among Stanley Terrace residents and the surrounding neighborhoods. Oveta McKeithen Park is centrally located in the city and is viewed as a destination park for residents. However, the South Florida heat discourages residents from using the courts during the day, and frequent afternoon rain showers render the courts unusable for extended periods. This project aims to construct an air pavilion to cover the courts, protecting them from weather disruptions.

An Air pavilion would provide a covered space over two additional basketball courts, creating a communal area for sports and recreation. With the air pavilion, the courts would become a gathering spot where residents can meet, socialize, and build lasting friendships, enhancing social cohesion. The pavilion design will be open-sided, allowing users to enjoy fresh outdoor air while shielding them from extreme sun exposure and the hazards of frequent rain. It will enable both competitive and recreational basketball play year-round.

The city has only one indoor gymnasium that hosts youth basketball, adult basketball, volleyball, and pickleball, often resulting in scheduling challenges. Due to capacity limitations, nearly fifty children are on a waiting list to participate in these programs. The Parks and Recreation staff aim to utilize the outdoor courts to expand capacity and programming, but weather conditions remain a hindrance. As a local government, public involvement plays a vital role in initiating and executing City projects and activities.

The City hosts workshops, public hearings, and conducts surveys to gather input from residents, schools, organizations, and local businesses to identify and develop projects. The Deerfield Beach community has actively advocated for additional recreational opportunities at Oveta McKeithen Park, particularly through the installation of an air pavilion.

On December 16th, 2025, the City Commission approved the City's 2026 Legislative Agenda by Resolution 2025-569. Within the Legislative agenda, the City submitted several local projects and senior programs for funding to be considered for the State Legislature's 2026 budget. Governor DeSantis approved an appropriation of \$450,000 for the development of the Oveta McKeithen Park Pavilion.

Current Activity

To receive the \$450,000 appropriation for the City of Deerfield Beach Oveta McKeithen Park Basketball Courts Air Pavilion, the City must have an adopted resolution allowing the City to enter into an agreement with the Florida Department of Environmental Protection, Division of State Lands, Land and Recreation Grants Section to receive these funds.

Recommendation

It is recommended that the City Commission approve and authorize execution of an agreement with the Florida Department of Environmental Protection, Division of State Lands, Land and Recreation Grants, to receive \$450,000.00 in funds for the City of Deerfield Beach Oveta McKeithen Park Basketball Courts Air Pavilion.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF STATE LANDS TO RECEIVE STATE APPROPRIATION FUNDING IN THE AMOUNT OF \$450,000.00 FOR THE OVETA MCKEITHEN PARK BASKETBALL COURTS AIR PAVILION PROJECT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on December 15, 2025, the City Commission approved Resolution No, 2025/569, adopting the City's 2026 State Legislative Agenda, which included a request for state funding in the amount of \$450,000.00 for the Oveta McKeithen Park Basketball Courts Air Pavilion (the "Project"); and

WHEREAS, the FY 2026–27 State Budget signed into law by Governor Desantis includes a \$450,000.00 state appropriation for the Project (the "Funding"); and

WHEREAS, in order to receive the appropriation Funding for the Project, the City is required to enter into an agreement with the Florida Department of Environmental Protection, Division of State Lands, Land and Recreation Grants section ("FDEP"); and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of an agreement with FDEP in order to receive the Funding in the amount of \$450,000.00 for the Project.

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

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

Section 2. The City Commission hereby approves entering into an agreement with FDEP to receive the Funding in the amount of \$450,000.00 for the Project.

Section 3. The City Manager, or his designee, is hereby authorized to execute an agreement with FDEP to effectuate receipt of the Funding for the Project in an amount not to exceed \$450,000.00, subject to the terms of such agreement being 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



THE 2026-2027 FLORIDA BUDGET: CITY OF DEERFIELD BEACH

On Monday June 29, 2026, Governor Ron DeSantis signed Florida's Fiscal Year 2026–2027 state budget, totaling approximately \$117.6 billion. The Governor vetoed roughly \$1.6 billion which includes \$810 million in member project vetoes. The enacted budget reflects Florida's continued focus on fiscal restraint, marking the fourth consecutive year of declining overall state spending while maintaining significant investments in key priorities.

Rubin Turnbull is pleased to report that the FY 2026–27 State Budget includes \$750,000 in appropriations approved by the Governor for the City of Deerfield Beach.

The funded appropriations include:

- **Alzheimer's Daycare Senior Transportation – \$300,000**
- **Oveta McKeithan Park Air Pavilion – \$450,000**

Additional key highlights of the Fiscal Year 2026-2027 Budget are included below.

Fiscal Strength & Tax Relief

Florida continues to maintain a strong financial position, with approximately \$18 billion in total reserves, including a fully funded \$5 billion rainy day fund. Since 2019, the state has delivered an estimated \$9.7 billion in tax relief, reinforcing its low-tax environment for residents and businesses.

Education Investments

The budget provides a record \$30 billion for K–12 education, equating to roughly \$9,338 per student, the highest level in state history. Funding continues to prioritize teacher pay increases and the expansion of school choice initiatives. The FY 2026–27 Florida budget also emphasizes maintaining top-ranked higher education while keeping tuition affordable with \$1.8B for the Florida College System, \$3.9 billion for the State University System, \$158.6 million for historically Black colleges and universities (HBCUs) and \$732 million allocated for workforce education programs.

Infrastructure & Economic Development

The state is investing \$14.4 billion in transportation and infrastructure, supporting continued population growth and economic expansion. Additional funding supports workforce development, job creation initiatives, and rural infrastructure improvements.

Environmental Funding

Florida continues its long-term commitment to environmental restoration, with significant funding for Everglades restoration, water quality improvements, and conservation efforts. Since 2019, the state has allocated nearly \$9.5 billion toward environmental and water-related initiatives.



Public Safety & Health Priorities

The budget includes continued investments in law enforcement recruitment and retention, healthcare services, mental health programs, cancer research, and support for seniors and affordable housing.

Tax Policy & Consumer Relief

The budget makes several tax holidays permanent, including those for back-to-school and disaster preparedness purchases, while maintaining targeted tax exemptions to provide ongoing relief to residents.

The FY 2026–2027 budget underscores Florida’s commitment to fiscal conservatism paired with targeted investment in growth areas. The state’s stable fiscal position and ongoing tax relief measures remain key drivers of Florida’s business-friendly climate.

If you have questions or would like more information, please let me know. As always, thank you for your confidence in Rubin Turnbull and congratulations! We look forward to continuing our work together in the upcoming 2027 Legislative Session.

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

For projects meeting the definition of House Rule 5.14

1. Title of Project: Deerfield Beach Oveta McKeithen Park Air Pavilion
2. Date of Submission: 11/15/2025 10:33:02 AM
3. House Member Sponsor: Mitch Rosenwald

4. Details of Amount Requested:

- a. Has funding been provided in a previous state budget for this activity? No
- b. What is the most recent fiscal year the project was funded?
- c. Were the funds provided in the most recent fiscal year subsequently vetoed?
- d. Complete the following Project Request Worksheet to develop your request.

FY:	Input Prior Year Appropriation for this project for FY 2025-26 (If appropriated in 2025-26 enter the appropriated amount, even if vetoed.)			Nonrecurring Funds Request for FY 2026-27		
Column:	A	B	C	D	E	F
Funds Description:	Recurring Funds	Nonrecurring Funds	Total Funds Appropriated	Operations	Fixed Capital Outlay	TOTAL Operations + Fixed Capital Outlay (FCO)
Input Amounts:					450,000	450,000

- e. Provide the total cost of the project for FY 2026-27 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	Percent of Total	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request	450,000	37.5%	N/A
2. Federal	0	0.0%	No
3. State (Excluding the requested Total Amount in #4d, Column F)	0	0.0%	No
4. Local	750,000	62.5%	Yes

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2026-27
For projects meeting the definition of House Rule 5.14

5. Other	0	0.0%	No
TOTAL	1,200,000	100%	

5. Is this a multi-year project requiring funding from the state for more than one year?

No

6. Is this project related to relief or recovery from a natural disaster?

No

7. Which is the most appropriate state agency to place an appropriation for the issue requested? Department of Environmental Protection

a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? No

b. Describe suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures.

Decrease funding.

8. Requester:

a. Name: Rodney Brimlow

b. Organization: City of Deerfield Beach

c. Email: Rbrimlow@deerfieldbeachfl.gov

d. Phone #: (954)250-4083

9. Contact for questions about specific technical or financial details about the project.

a. Name: Jonathan Salas

b. Organization: City of Deerfield Beach

c. Email: jsalas@deerfield-beach.com

d. Phone #: (954)250-4240

10. Registered lobbyist working to secure funding for this project.

a. Name: Heather L. Turnbull

b. Firm: Rubin, Turnbull & Associates

c. Email: heather@rubinturnbull.com

d. Phone #: (305)495-3868

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2026-27
For projects meeting the definition of House Rule 5.14

11. Organization or Name of entity receiving funds:

- a. Name: City of Deerfield Beach
b. County (County where funds are to be expended): Broward
c. Service Area (Counties being served by the service(s) provided with funding): Broward

12. What type of organization is the entity that will receive the funds?

- ☐ For Profit
☐ Non Profit 501(c)(3)
☐ Non Profit 501(c) (4)
☒ Local Government
☐ School District
☐ State Agency
☐ University or College
☐ Other (Please describe)

13. What is the specific purpose or goal that will be achieved by the funds being requested?

This project would provide for the construction of an open-sided air pavilion over the basketball courts at Oveta McKeithen Park, protecting residents from heat and rain while maintaining airflow. The space will support community activities such as food distribution, medical testing, recreation, and social gatherings, offering a versatile outdoor hub for safe, year-round use.

14. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Should equal 4d, Col. F) Enter "0" if request is zero for the category
Administrative Costs:		
☐ a. Executive Director/Project Head Salary and Benefits		
☐ b. Other Salary and Benefits		
☐ c. Expense/Equipment/Travel/Supplies/Other		

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2026-27
For projects meeting the definition of House Rule 5.14

☐ d. Consultants/Contracted Services/Study		
Operational Costs:		
☐ e. Salaries and Benefits		
☐ f. Expenses/Equipment/Travel/Supplies/Other		
☐ g. Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
☒ h. Construction/Renovation/Land/Planning Engineering	Installation of an air pavilion.	450,000
TOTAL		450,000

15. For Fixed Capital Costs requested in Question 14, what type of ownership will the facility be under when complete?

- ☐ For Profit
- ☐ Non Profit 501(c) (3)
- ☐ Non Profit 501(c) (4)
- ☒ Local Government
- ☐ School District
- ☐ State Agency
- ☐ University or College
- ☐ Other (Please describe)

16. Is the project request an information technology project?

17. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support?

Yes

a. Please Describe:

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

For projects meeting the definition of House Rule 5.14

The City of Deerfield Beach has demonstrated strong support for the air pavilion. The community has expressed at "Community Cafe" meetings the need for an air pavilion to combat extreme weather elements affecting this public space. The City has received letters of support from the community and the backing of local civic organizations. The initiative has been discussed during 2024 Budget Workshops and City Commission meetings, which highlights its significance to the community.

18. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served?

No

19. Will the requested funds be used directly for services to citizens?

20. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies)

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
☒ Improve physical health	Physical fitness for the proper functioning of organs and body systems through exercise.	Self-reported by residents via satisfaction surveys.
☒ Improve mental health	Emotional, psychological and social well-being through outdoor physical activities.	Self-reported by residents via satisfaction surveys.
☒ Enrich cultural experience	The public site is centrally located in the City and is viewed as a destination park for residents. It is a communal area for sports, recreation, social cohesion, and general community services.	Self-reported by residents via satisfaction surveys.
☐ Improve agricultural production/promotion/education		

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2026-27
For projects meeting the definition of House Rule 5.14

☐ Improve quality of education		
☐ Enhance/preserve/improve environmental or fish and wildlife quality		
☒ Protect the general public from harm (environmental, criminal, etc.)	The City of Deerfield Beach and its residents will have the ability to use the outdoor courts more frequently. City staff will program at the outdoor courts year-round with the benefit of a protection barrier from extreme heat conditions and rain storms. The spacious site has varied utility, as demonstrated during the global COVID-19 pandemic when the courts were utilized as a testing site for residents.	Self-reported by residents via satisfaction surveys and City staff reports.
☐ Improve transportation conditions		
☐ Increase or improve economic activity		
☐ Increase tourism		
☐ Create specific immediate job opportunities		
☐ Enhance specific individual's economic self sufficiency		
☐ Reduce recidivism		
☐ Reduce substance abuse		
☐ Divert from Criminal/Juvenile justice system		

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2026-27
For projects meeting the definition of House Rule 5.14

☐ Improve wastewater management		
☒ Improve stormwater management	Use of large outdoor public area for varied purposes during extreme weather events will divert heavy rain from site.	Self-reported by residents via satisfaction surveys and City staff reports.
☐ Improve groundwater quality		
☐ Improve drinking water quality		
☐ Improve surface water quality		
☒ Other (Please describe): General benefit to all City residents	Access by all City residents to a centrally located park with covered basketball courts will allow for year-round use, together with year-round programming at the site. The City has one indoor space with limited capacity. There is a waiting list for recreational use of this lone facility.	Self-reported by residents via satisfaction surveys and City staff reports.



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2026-2027

1. **Project Title**
2. **Senate Sponsor**
3. **Date of Request**

4. **Project/Program Description**

This project would provide for the construction of an air pavilion to cover the basketball courts at Oveta McKeithen Park and keep the elements from impacting residents. The air pavilion would be open-sided, so it would still provide for users to experience fresh outdoor air, but would not experience the heat of the sun and the hazards of the rain. The air pavilion would be raised high enough to allow for both competitive and recreational basketball play. In an event of a COVID-19 outbreak this area would be suitable for outdoor meetings as well.

5. **State Agency to receive requested funds**
- State Agency contacted? ☐ Yes ☒ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2026-2027**

Type of Funding	Amount
Operating	450,000
Fixed Capital Outlay	
Total State Funds Requested	450,000

7. **Total Project Cost for Fiscal Year 2026-2027 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	450,000	37.5 %
Matching Funds		
Federal	0	0.0 %
State (excluding the amount of this request)	0	0.0 %
Local	750,000	62.5 %
Other	0	0.0 %
Total Project Costs for Fiscal Year 2026-2027	1,200,000	100.0 %



The Florida Senate Local Funding Initiative Request Fiscal Year 2026-2027

8. Has this project previously received state funding? ☐ Yes ☒ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

The completion of this Air Pavilion project will not be possible without state funding.

Complete questions 10 and 11 for Fixed Capital Outlay Projects

10. Status of Construction

- a. What is the current phase of the project? ☒ Planning ☐ Design ☐ Construction ☐ N/A
- b. Is the project "shovel-ready" (i.e. permitted)? ☒ Yes ☐ No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?
- e. What funding stream will be used for ongoing operations and maintenance of the project?

The City of Deerfield Beach currently maintains the amenities at Oveta McKeithen Park.

11. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

The City of Deerfield Beach would be the owner of the Air Pavillion at the City owned Park.



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2026-2027

12. Details on how the requested state funds will be expended

Spending Category	Description	Amount
Administrative Costs:		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Operational Costs		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
Construction/Renovation/Land/Planning Engineering	Installation of an air pavilion over the basketball courts.	450,000
Total State Funds Requested (must equal total from question #6)		450,000



The Florida Senate Local Funding Initiative Request Fiscal Year 2026-2027

13. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

The request of funds would allow the City to accommodate more youth and adults in the City through City sponsored basketball program year round. This proposed air pavilion project would provide a covered space over 2 additional basketball courts by providing a common space for sports and recreation. Placing an air pavilion over the courts would foster a sense of community; becoming a gathering spot where residents can meet, socialize, and build lasting friendships, enhancing social cohesion.

b. What activities and services will be provided to meet the intended purpose of these funds?

An air Pavilion would allow for additional programs year round such as: youth basketball, adult basketball, volley ball, and pick ball.

c. What direct services will be provided to citizens by the appropriation project?

Direct services include access to a centrally located park for residents of all ages to share a common space for sports and recreation year round despite the weather conditions in south Florida.

d. Who is the target population served by this project? How many individuals are expected to be served?

The proposed air pavilion would be installed in an underserved low-to-moderate area in the City adjacent to the Stanely Terrace Apartment Complex a large HUD funded affordable housing complex. As a result of Oveta McKeithen Park being centrally located, the park will be utilized by all 87,000 residents of the City.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

The expected benefit or outcome of the air pavilion at Oveta McKeithen Park would provide a covered space over 2 additional basketball courts by providing a common space for sports and recreation. Placing an air pavilion over the courts would foster a sense of community; becoming a gathering spot where residents can meet, socialize, and build lasting friendships, enhancing social cohesion. Parks and Recreation would complete community surveys to gage the community usage of the facility as well as staff would create additional

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

If the City fails to meet the performance measures provided by the contract the City would suggest reducing the total funding allocation.



The Florida Senate Local Funding Initiative Request Fiscal Year 2026-2027

14. Is this project related to mitigation, response, or recovery from a natural disaster?

- ☐ Yes ☒ No *(Skip Questions 15 and 16)*

a. If yes, what phase best describes the project?

- ☐ Mitigation (reducing or eliminating potential loss of life or property)
☐ Response (addressing the immediate and short-term effects of a natural disaster)
☐ Recovery (assisting communities return to normal operations, including rebuilding damaged infrastructure)

b. Name of the natural disaster (or Executive Order # for events not under a federal declaration):

15. Has the entity applied for or received federal assistance for this project?

- ☐ Yes, Applied
☐ Yes, Received
☒ No
☐ No, but intends to apply

a. If yes, provide the FEMA project worksheet ID#:

b. Provide the total project cost listed on the FEMA project worksheet:

16. Has the entity applied for or received state assistance for this project (other than this request)?

- ☐ Yes, Applied
☐ Yes, Received
☐ No
☐ No, but intends to apply

a. If yes, specify the program and state agency (ex. Local Government Emergency Bridge Loan, Department of Commerce):



The Florida Senate

Local Funding Initiative Request

Fiscal Year 2026-2027

Please complete questions 17 through 21 for Water Projects only.

17. Have you been awarded or applied for alternative state funding for this project?

☐

Water Quality Improvement Grant Program

☐

Resilient Florida Grant Program

☐

Wastewater Revolving Loan

☐

Drinking Water Revolving Loan

☐

Small Community Wastewater Treatment Grant

☐

Other (please specify, ex. Alternative Water Supply Grants)

☒

N/A

18. What is the population economic status?

☐

Financially Disadvantaged Community (ch. 62-552, F.A.C.)

☐

Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)

☐

Rural Area of Economic Concern

☐

Rural Area of Opportunity (s. 288.0656, Florida Statutes)

☒

N/A

19. What is the status of construction?

The project is in design phase.

20. What percentage of the construction has been completed?

N/A

21. What is the estimated completion date of construction?

12/31/2026



The Florida Senate Local Funding Initiative Request Fiscal Year 2026-2027

22. Requester Contact Information

- a. First Name Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number Ext.

23. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-Profit Entity
- ☐ Non-Profit 501(c) (3)
- ☐ Non-Profit 501(c) (4)
- ☒ Local Entity
- ☐ University or College
- ☐ Other (please specify)
- d. First Name Last Name
- e. E-mail Address
- f. Phone Number

24. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number Ext.

The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-434

Agenda Date: 8/18/2026

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 amendment to Contract #JZ026-06-2027 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program to increase the funding allocation; authorizing execution of the Contract Amendment; providing for implementation and an effective date. (Funds from Account #100-000-640-0000-000-33469-334699 - ADI - State Grant)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$12,415.00 (additional funding allocation)

Account Name: ADI - STATE GRANT

Account Number: 100-000-640-0000-000-33469-334699

Background/History

The City of Deerfield Beach Braithwaite Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging have been working together in collaboration for over 42 years to provide supportive services for the senior population in the City.

Pursuant to Resolution 2026/072, the City Commission approved Contract #JZ026-06-2027 with the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging for the Alzheimer's Disease Initiative (ADI) Program in an amount not to exceed \$463,819.00.

The Alzheimer's Disease Initiative (ADI) Program assists individuals living with Alzheimer's disease and other forms of dementia in remaining as independent as possible by providing support to their family members and caregivers.

Current Activity

This amendment will increase the total contract amount by \$12,415.00 for the period of July 1, 2026, through June 30, 2027. The additional funding reflects an increase in federal and state allocations for the program and will be utilized to provide supportive respite care services to eligible clients and their caregivers.

Recommendation

It is recommended that the City Commission approve Amendment I to Contract #JZ026-06-2027 with

the Areawide Council on Aging of Broward County, Inc., to increase the total contract amount for the Alzheimer's Disease Initiative (ADI) program.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO CONTRACT #JZ026-06-2027 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE ALZHEIMER'S DISEASE INITIATIVE PROGRAM TO INCREASE THE FUNDING ALLOCATION; AUTHORIZING EXECUTION OF THE CONTRACT AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on May 19, 2026, the City Commission passed and adopted Resolution No. 2026/072 approving Contract #JZ026-06-2027 (the “ADI Contract”) with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for the Alzheimer's Disease Initiative Program (the “ADI Program”) in an amount not to exceed \$463,819.00; and

WHEREAS, through the ADI Program, staff provides supportive services for the senior population who are afflicted with Alzheimer's disease and other forms of dementia to live independently, and to provide support to family members and caregivers; and

WHEREAS, the ADI Contract with the Council is effective for the period from July 1, 2026, to June 30, 2027; and

WHEREAS, additional funding has become available through federal and state allocations, and the City is receiving an additional amount of \$12,415.00 for the ADI Program to provide respite care services to eligible clients and their caregivers; and

WHEREAS, the City and the Council desire to amend the ADI Contract as set forth in Amendment 001, attached as Exhibit “A,” (the “Amendment”) to reflect the increase in the funding allocation from \$463,819.00 to \$476,234.00; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve and authorize execution of the Amendment to the ADI Contract with the Council, attached as Exhibit “A”.

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

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

Section 2. The City Commission hereby approves the Amendment to the ADI Contract, attached as Exhibit “A”, to increase the funding allocation to the City for the ADI Program.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

July 1, 2026 – June 30, 2027
Amendment 001
July 2026

Contract JZ026-06-2027

THIS AMENDMENT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the “Contractor,” and collectively referred to as the “Parties,” to amend Contract JZ026-06-2027.

The purpose of this amendment is to increase the contract amount by \$12,415.00, increase the level of services accordingly, change the total contract funding from \$463,819.00 to \$476,234.00, and replace attachments.

(1) Section 4 is hereby amended to read as follows:

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$476,234.00** subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

(2) Exhibit 2 is hereby revised and replaced in its entirety.

(3) Attachment IV is hereby revised and replaced in its entirety.

All provisions in the Contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions in the Contract not in conflict with this amendment are still in effect and are to be performed at the level specified in the Contract.

This amendment and all of its attachments are hereby made a part of the contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

July 1, 2026 – June 30, 2027
Amendment 001
July 2026

Contract JZ026-06-2027

IN WITNESS THEREOF, the Parties hereto have caused this 4-page amendment to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Deerfield Beach, Florida / Northeast
Focal Point Senior Center dba Department of
Active Aging**

**Areawide Council on Aging of
Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

SIGNED BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

EXHIBIT 2

FUNDING SUMMARY

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to Contractor. Information contained herein is a prediction of funding sources and related amounts on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer's Disease Initiative – Special Projects	General Revenue	65.002	\$ 300,000.00
Alzheimer's Disease Initiative – Specialized Day Care	General Revenue	65.002	\$ 26,234.00
Alzheimer's Disease Initiative - Respite	General Revenue	65.004	\$150,000.00
TOTAL AWARD			\$476,234.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

July 1, 2026 – June 30, 2027
Amendment 001
July 2026

Contract JZ026-06-2027

ATTACHMENT IV

ALZHEIMER'S DISEASE INITIATIVE PROGRAM BUDGET SUMMARY

			eCIRTS Provider # 10235	eCIRTS Provider # 10233	eCIRTS Provider # 10233	Total Reimbursement
			Project Funds	Respite Funds	Specialized Day Care	
FIXED SERVICES	Total Units	Unit Rate				
Case Management	448.00	\$50.87	\$16,471.00	\$6,318.76	\$0.00	\$22,789.76
Caregiver Training/ Support Ind	150.00	\$38.83	\$4,210.48	\$1,614.02	\$0.00	\$5,824.50
Respite In-Facility	19,737.75	\$20.14	\$262,060.94	\$135,457.35	\$0.00	\$397,518.29
Respite In-Facility - Specialized Alzheimer's Services	3,316.50	\$7.91		\$0.00	\$26,234.00	\$26,234.00
Transportation	1,988.75	\$12.00	\$17,257.58	\$6,609.87	\$0.00	\$23,867.45
TOTAL AGREEMENT AMOUNT - ADI			\$300,000.00	\$150,000.00	\$26,234.00	\$476,234.00



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-360

Agenda Date: 8/18/2026

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 Most Dependable Fountains, Inc. to supply and deliver six shower towers in an amount not to exceed \$54,100.00; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; providing for implementation and an effective date. (Funds from Account #100-300-340-1907-000-53900-506031 - Improvements Other than Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$54,100

Account Name: Improvements Other Than Buildings

Account Number: 100-300-340-1907-000-53900-506031

Background/History

The City has 16 Shower Towers (the "Showers") located at the beach. In October 2025, the City approved the replacement and installation of eight of the Showers by Shiff Construction. Shiff selected Most Dependable Fountains, Inc. (MDF) as the equipment provider of the showers, and ordered eight for replacement, plus two for additional stock. This project was completed in February 2026. The department wishes to purchase the remaining six showers to complete the replacement project along the beach. These existing older showers located on the beach require excessive maintenance.

Current Activity

City staff has determined that the replacement of six (6) additional shower towers should be facilitated as the existing six showers require excessive maintenance. In order to have consistency, continuity, and compatibility for all of the showers located on Deerfield Beach, staff has determined that acquiring the same shower towers as those installed by Shiff is in the best interest of the City.

The City has obtained a proposal from MDF, the manufacturer, for the City to purchase six shower towers, which are the same shower towers installed by Shiff Construction. The existing style, brand, and model meet the City's requirements for performance, consistency, and compatibility. Section 38-116 of the City Code, allows the City Commission to waive the City's competitive selection requirements when the City Commission finds that it is in the best interests of the City to do so and

that the waiver will not inure to the financial disadvantage of the City.

MDF will supply and deliver the shower towers to the City and the Department of Municipal Services will facilitate the removal and replacement of the remaining eight showers; four north of the pier, and four south of SE 3rd Street.

Recommendation

Staff recommends that the City Commission approve the purchase of the showers from MDF and waive the requirements for competitive solicitations in accordance with Section 38-116 of the Procurement Code.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA; APPROVING THE ISSUANCE OF A PURCHASE ORDER TO MOST DEPENDABLE FOUNTAINS, INC. TO SUPPLY AND DELIVER SIX SHOWER TOWERS IN AN AMOUNT NOT TO EXCEED \$54,100.00; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN SECTION 38-116 OF THE PROCUREMENT CODE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) has 16 shower towers located on Deerfield Beach; and

WHEREAS, on October 21, 2025, the City Commission passed and adopted Resolution No. 2025/188 approving an agreement with Shiff Construction and Development, Inc. (“Shiff”) for the removal and replacement of eight shower towers on Deerfield Beach; and

WHEREAS, as part of Shiff's obligations to replace and install new shower towers, Shiff obtained the eight shower towers from Most Dependable Fountains, Inc. (“MDF”) and completed the replacement project in February 2026; and

WHEREAS, staff has determined that the replacement of the remaining six older shower towers should be facilitated as the existing six showers require excessive maintenance; and

WHEREAS, in order to have consistency, continuity and compatibility for the shower towers located on Deerfield Beach, City staff desires to acquire the same shower towers as those previously installed by Shiff on the beach; and

WHEREAS, staff received a quote from MDF for the supply and delivery of the six shower towers in the total amount of \$54,100.00; and

WHEREAS, pursuant to Section 38-116 of the City Code, the City Commission may waive the City’s competitive selection requirements when the City Commission finds that it is in the best interests of the City to do so and that the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, City staff recommends that the City Commission approve and authorize the issuance of a purchase order to MDF for the purchase and delivery of the six shower towers in an amount not to exceed \$54,100.00 (the “Purchase Order”), as described in the quote attached as Exhibit “1” (the “Shower Towers Purchase”); and

WHEREAS, the City Commission finds it is in the best interest of the City to waive the competitive selection requirements of the City Code with respect to the Shower Towers Purchase, and approves and authorizes the issuance of a Purchase Order to MDF for the Shower Towers

Purchase in an amount not to exceed \$54,100.00.

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

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

Section 2. The City Commission hereby waives the competitive selection requirements of the City Code with respect to the Shower Towers Purchase and finds that said waiver is in the best interest of the City and will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves and authorizes the issuance of a Purchase Order to MDF for the Shower Towers Purchase in an amount not to exceed \$54,100.00.

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



Quote QTE91578
Date 4/29/2026
Page 1/1

Quoted by:

(901) 867-0039

Bill To: CITY OF DEERFIELD BEACH
150 NORTHEAST SECOND AVENUE
DEERFIELD BEACH FL 33441

Ship To: CITY OF DEERFIELD
CITY OF DEERFIELD BEACH
150 NORTHEAST SECOND AVENUE
DEERFIELD BEACH FL 33441

Purchase Order No.	Customer ID		Shipping Method	Payment Terms	Req Ship Date	Master No.
	954-571-2658		FEDEX 85	NET 30	0/0/0000	168,961
Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
6	565-10 SMSS 316	565 SMSS ADA SHOWER	EA	\$0.00000	\$6,070.00000	\$36,420.00
24	EXTRA SHOWER HEAD	ATTACHED EXTRA SHOWER HEAD	EA	\$0.00000	\$395.00000	\$9,480.00
12	NEW METERED VALVE	PARTS - 3/8" 15-30 SECOND SLOW CLOSING METERED VA	EA	\$0.00000	\$255.00000	\$3,060.00
6	HOSE BIBB	ATTACHED HOSE BIBB	EA	\$0.00000	\$290.00000	\$1,740.00
1.000	MISC ITEMS	USE HB2 REMOVABLE WHEEL HANDLE	EA	\$0.00000	\$0.00000	\$0.00
1.000	TEAL	TEAL	EA	\$0.00000	\$0.00000	\$0.00
6	10" EXTERNAL RING	MDF - 10" EXTERNAL RING	EA	\$0.00000	\$0.00000	\$0.00

PRODUCTION TIMES ARE 3-4 WEEKS + SHIPPING
PO MUST LIST/REFLECT FREIGHT COSTS
PLEASE SEND PO TO CHRISTIAN@MOSTDEPENDABLE.COM

Subtotal \$50,700.00

Freight \$3,400.00
Tax \$0.00

Total \$54,100.00

ONE YEAR WARRANTY. LABOR NOT INCLUDED
PRICES SUBJECT TO CHANGE WITHOUT NOTICE
CALIFORNIA SALES TAX IS SUBJECT TO CHANGE BASED ON SHIP TO ZIP CODE



Memorandum

TO: Rodney Brimlow, City Manager

THRU: Eleonel Lorenzo, Assistant Director

FROM: Christina Kohta, Business Operations Administrator

DATE: July 21, 2026

RE: Beach Shower Towers

Purpose

The purpose of this memorandum is to justify the selection of Most Dependable Fountain ("MDF") for the procurement of six (6) Beach Shower Towers ("Showers"), pursuant to Section 38-116(3)(e) for a Best Interest Exemption.

The City of Deerfield Beach previously approved the replacement and installation of eight (8) of the Showers by Shift Construction. This was completed in February 2026. In April 2026, the City purchased two (2) units for stock from MDF. To maintain consistency, the Department intends to procure the remaining quantity of six (6) from MDF.

This acquisition represents the final phase of the beach shower replacement project initiated in 2025.

Justification for Vendor Selection

Standardizing our beachfront infrastructure with MDF equipment is in the City's best interest for the following operational and financial reasons:

- **Interchangeable Parts & Inventory Management:** Utilizing a single manufacturer ensures that all internal plumbing valves, handles, and showerhead components are identical across the beachfront. This consistency simplifies inventory management and significantly reduces the carrying costs associated with maintaining a diverse stock of spare parts.
- **Operational Efficiency:** Facilities maintenance teams are already trained in the specific repair protocols for this MDF model. Selecting a different vendor would necessitate additional staff training and the development of redundant maintenance schedules.

- **Aesthetic Uniformity:** To maintain a high-quality, professional appearance for City residents and visitors, it is vital that all beach amenities remain visually consistent. MDF towers provide a cohesive architectural look that protects the visual integrity of the property.
- **Financial Advantage:** Reordering from a known vendor allows the City to leverage its established procurement history and relationship to secure favorable volume pricing and streamlined shipping logistics.
- **Established Support:** Continuing with an existing vendor eliminates the need for administrative onboarding and ensures that delivery and billing preferences remain consistent with previous successful installations.

Determination and Recommendation

Based on the factors above, it is determined that this purchase from MDF is the most efficient and cost-effective method to complete the beach shower replacement project while protecting the City's long-term investment in its public amenities.

Recommendation:

It is recommended that the City select MDF to purchase the remaining six (6) Showers under the Best Interest Acquisitions provision to ensure project continuity and operational efficiency.

In summary, according to Section 38-116(3)e of the code, the City Commission has the authority to waive the City's competitive selection requirement if it determines that doing so is in the best interest of the City and will not result in any financial disadvantage to the City.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-433

Agenda Date: 8/18/2026

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 filing of the Local Government Funding Request for fiscal year 2027/2028 with the Florida Department of Environmental Protection for the next joint beach renourishment project with the Town of Hillsboro Beach; supporting projects for which funding is requested; confirming the City's ability to serve as a local sponsor; confirming the City's ability to fund the appropriate local share of the Project; identifying the City's funding source; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach manages several coastal projects along their shoreline, which require planning and budgeting for existing and future projects. In order to qualify and obtain state cost-sharing and reimbursement funds, the City must demonstrate an eligibility and financial need, which is done through application and/or documentation. Specifically, the Local Government Funding Request (the "LGFR") is required of all Florida coastal protection projects on an annual basis to determine project ranking for funding allocation. This year's application for FY 27/28 includes engineering and design for the next joint beach nourishment project with the Town of Hillsboro Beach.

The City of Deerfield Beach and the Town of Hillsboro Beach are requesting design funds for the development of construction plans and specifications. Construction funds are requested for the next installment of beach renourishment under the Settlement Agreement expected during the winter 2027/2028 construction season. Additional design funds are requested to study the feasibility of erosion control structures in northern Hillsboro Beach to address the erosional hotspot in the area. Monitoring funds are requested for the continuing post-construction monitoring for the 2023 and 2025 projects, including semiannual physical monitoring surveys, hard bottom monitoring, juvenile sea turtle surveys, sea turtle nest monitoring, escarpment and lighting surveys, and tilling of the beach. Projected budget requests include continued physical and biological monitoring as well as the next planned joint beach renourishment project during the winter of 2027/2028.

Recommendation

City Staff recommends the approval of this Resolution with the understanding that most, if not all projects, will require upfront costs to be paid by the municipalities with the anticipation of receiving

some reimbursement from this State Program.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FILING OF THE LOCAL GOVERNMENT FUNDING REQUEST FOR FISCAL YEAR 2027/2028 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE NEXT JOINT BEACH RENOURISHMENT PROJECT WITH THE TOWN OF HILLSBORO BEACH; SUPPORTING PROJECTS FOR WHICH FUNDING IS REQUESTED; CONFIRMING THE CITY'S ABILITY TO SERVE AS A LOCAL SPONSOR; CONFIRMING THE CITY'S ABILITY TO FUND THE APPROPRIATE LOCAL SHARE OF THE PROJECT; IDENTIFYING THE CITY'S FUNDING SOURCE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Florida Department of Environmental Protection (“FDEP”) is responsible for the development and implementation of a comprehensive, long-range statewide beach management plan; and

WHEREAS, FDEP has developed a Strategic Beach Management Plan; and

WHEREAS, FDEP, through its Beach Management Funding Assistance Program (the “Program”) is developing the annual prioritized list of beach and inlet management projects for FDEP's Fiscal Year 2027/2028 Local Government Funding Requests (the “LGFR”), which applications were due on July 31, 2026; and

WHEREAS, the City's Comprehensive Beach Management Plan (the “Plan”) has been in place since 2018; and

WHEREAS, the Plan is consistent with the City's settlement with the Town of Hillsboro Beach regarding beach renourishment projects; and

WHEREAS, due to the July 31, 2026 deadline, City staff filed the application for consideration by FDEP for the Fiscal Year 2027/2028 LGFR (the “Application”), which includes the engineering and design for the next joint beach renourishment project with the Town of Hillsboro Beach (the “Town”); and

WHEREAS, the Application requests program design funds for the development of construction plans and specifications and construction funds for the next beach renourishment project during the 2027/2028 winter season, along with a study for the feasibility of erosion control structures in northern Hillsboro Beach to address the erosional hotspot in the area; and

WHEREAS, monitoring funds are requested for the continuing of post-construction monitoring for the 2023 and 2025 projects, including semi-annual physical monitoring surveys, hardbottom monitoring, juvenile sea turtle surveys, sea turtle nest monitoring, escarpment and

lighting surveys, and tilling of the beach; and

WHEREAS, the projected budget requests include continued physical and biological monitoring as well as the next planned joint beach renourishment project during the winter of 2027/2028; and

WHEREAS, FDEP will reimburse up to 50% of the funds for beach management projects that serve areas of critical concern through the Program, including the feasibility study portion of the Plan; and

WHEREAS, in order to be eligible to apply for the Program, the City must meet certain requirements, including confirmation that it is a sponsor of the identified projects, that it can fund the local share of the projects, and that there is a funding source for the projects; and

WHEREAS, staff has budgeted funds for certain projects, and will continue to explore all avenues of funding in order to continue implementation of the Plan; and

WHEREAS, staff has concluded that upon approval of this Resolution by the City Commission, the City will be eligible for consideration of its LGFR for Fiscal Year 2027/2028, for the proposed projects and funding reimbursement through the Program; and

WHEREAS, staff recommends the City Commission approve the filing of the Application for the LGFR for Fiscal Year 2027/2028 to FDEP in order to receive reimbursement for identified projects.

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

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

Section 2. The City hereby approves the Fiscal Year 2027/2028 LGFR application submittal to FDEP in order to be eligible to receive reimbursement for the beach renourishment projects identified in the LGFR.

Section 3. The City Manager is hereby authorized to execute the documents necessary to effectuate the LGFR application process with FDEP.

Section 4. The City Commission hereby supports the projects identified in the LGFR and confirms the City's ability and desire to serve as the local sponsor for the specified projects.

Section 5. The City Commission hereby confirms the City's ability to fund the City's local cost share portion of the LGFR projects utilizing City funds.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



**Beach Management Funding Assistance Program
Local Government Funding Request
Fiscal Year 2027-2028
Beach Project Application**

PART I: APPLICANT INFORMATION

Local Sponsor	City of Deerfield Beach		
Primary Contact Name	59-60000305	Title	Coastal & Waterway Coordinator
Telephone Number	Patrick Bardes	Email Address	pbardes@deerfield-beach.com
Mailing Address Line 1	401 SW 4th Street		
Mailing Address Line 2			
City	Deerfield Beach	Zip Code	33441
		Federal ID # (FEID)	

Additional Contact Information

The City of Deerfield Beach has retained the professional services of Coastal Protection Engineering (CPE) to assist with technical aspects of this funding request. The point of contact at CPE is:

Dylan Nestler, PE
904-806-07098
dnestler@coastalprotectioneng.com

PART II: CERTIFICATION

I hereby certify that all information provided with this application is true and complete to the best of my knowledge.

Signature of Local Sponsor

Electronic or scanned signatures accepted.

Printed Name

Patrick Bardes

Date



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PART III: EVALUATION CRITERIA

1. Project Name: *(as listed in the Strategic Beach Management Plan)*

Deerfield-Hillsboro Beach Nourishment Project

2. Project Description: Include county, location with reference to DEP range monuments, brief project history, and description of proposed activities.

The Hillsboro Beach Nourishment Project in Broward County has cumulatively placed approximately 1.6 million cubic yards (cy) of beach compatible sand within approximately 7,000 ft of shoreline in the Town of Hillsboro Beach and the City of Deerfield Beach since 1972. Placement has occurred in different sections of the critically eroded beach between R-monuments 5 and 12. Larger scale dredging projects occurred in 1972 (360,000 cy), 1998 (555,000 cy), 2011 (339,000 cy) and 2023 (200,000 cy). Smaller scale truck haul projects were constructed in 2008 (10,000 cy), 2015 (45,000 cy), 2018 (34,000 cy), 2020 (69,000 cy), and 2025 (64,500 cy). The next beach renourishment project is expected to occur during the winter 2027/2028 construction season.

In October 2020, Deerfield and Hillsboro Beach agreed to end ongoing litigation and collaboratively manage their adjacent coastlines through the acceptance of a Settlement Agreement (provided as Attachment 2 in this application), which included the periodic renourishment of the shoreline every five years. This funding request is to support the ongoing implementation of the Settlement Agreement, construct the next installment of beach nourishment under that agreement in the winter of 2027-28, and to continue to improve regional, inlet-to-inlet sand management.

The repeated beach renourishment projects have not been able to adequately address the erosion hotspot in northern Hillsboro Beach. As a result, this application requests design funds for a feasibility study for erosion control structures in that area. Updates to the SBMP have been submitted to align the plan with this application and the Town's intent to mitigate this erosional hotspot.

The following are provided attached to this application:

- Attachment 1 - Project Area Maps (as requested in question #4)
- Attachment 2 - Settlement Agreement
- Attachment 3 - Deerfield Beach Fiscal Plan
- Attachment 4 - Excerpt from Hillsboro Beach Annual Budget
- Attachment 5 - Lighting Ordinance (City of Deerfield Beach)
- Attachment 6 - Lighting Ordinance (Town of Hillsboro Beach)
- Attachment 7 - 2025 Property Values (as requested in question #4)



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3. Use of Program Requested Funds:

- Provide a brief description of tasks to be completed (or reimbursed) for each requested phase (Feasibility, Design and Permitting, Construction, Monitoring, or USACE Multiphase).
- Indicate which tasks are cost reimbursement from previous fiscal years.
- Include the year and type of post-construction monitoring.

FY 2027/2028

Design, construction, and monitoring funds are requested as listed within the Schedule and Budget table. Design funds are requested for expected effort related to the development of construction plans and specifications. Construction funds are requested for the next installment of beach renourishment under the Settlement Agreement expected during the winter 2027/2028 construction season. Additional design funds are requested to study the feasibility of erosion control structures in northern Hillsboro Beach to address the erosional hotspot in the area. Monitoring funds are requested for the continuing post-construction monitoring for the 2023 and 2025 projects including semiannual physical monitoring surveys, hardbottom monitoring, juvenile sea turtle surveys, sea turtle nest monitoring, escarpment and lighting surveys, and tilling of the beach.

Projected budget requests include continued physical and biological monitoring as well as the next planned joint beach renourishment project during the winter of 2027/2028.

Are the requested funds additional funding for, or a continuation of project activities that already exist within an active BMFA Grant? If so, please explain:



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4. Map Requirements

- Provide as attachment(s) required pursuant to Chapter 62B-36.005(1)(a). The map(s) of the project area must be formatted at a minimum of 1" = 200' scale and include a compass rose and legend.

Map elements must include:

1. Project boundary: DEP reference monuments and shoreline designated as critically eroded
2. Eligibility: Indicate lengths of eligible shoreline based on criteria outlined in Chapter 62B-36.007, F.A.C.
 - a. Beach access locations: indicate primary or secondary access, and include the shoreline length, number and location of auto parking spaces, mass transit stops, bike parking spaces, and public restroom facilities within 1/4 mile walking distance of each access.
 - b. Public lodging establishments: include the length fronting the project shoreline, and include the length of street-side frontage for lodging within 1/4 mile walking distance of a secondary beach access location
3. Recreational benefits: Comprehensive list of current land use designations of properties fronting project shoreline
4. Value of upland property: Include one-quarter mile buffer and provide a comprehensive list of the values of properties (data from year 2025) that are enclosed or intersected by the buffer. The 2025 property value tax roll data and ArcGIS shapefiles can be obtained from the Department of Revenue website:
https://floridarevenue.com/property/Pages/DataPortal_RequestAssessmentRollGISData.aspx.
See Guidance Document for more information.

5. Eligibility Instructions

- Required for all beach projects per to Chapter 62B-36.007, F.A.C. *Provide as a separate attachment, if needed.*
- Complete the table on the following page to verify state cost share percentage of non-federal project costs.
- Information shall be supported by map attachments from #4 (**Map Requirements**).

Location/Access Name: Use the official name of the park or road that is associated with the public access.

DEP Reference Monument: Use the DEP monument that is closest to the main public access location.

Type of Access: Indicate Primary, Secondary, or (beachfront) Lodging per definitions in Chapter 62B-36 F.A.C.

Width of Access/Frontage: The length of the legal boundary (in feet) of the public access or lodging along the project shoreline.

Number of Eligible Units: Units must be within ¼ walking distance of the public access location. A unit is defined as one automobile parking space, one rental unit in a public lodging establishment (non-beachfront), one mass transit stop, or four bicycle parking spots. For non-beachfront public lodging establishment rental units, total eligibility utilized from that establishment may not exceed the streetside frontal width of the property.

Additional Width from Eligible Units: Total distance in feet added to width of access/frontage. Primary access points may not exceed ½ mile in each shore parallel direction. Secondary access points may not exceed ¼ mile in each shore parallel direction.

Total Eligible Shoreline: Sum of Width of Access column and Additional Width from Units Column. Eligible shorelines cannot overlap between access points.

Website Link for DBPR License: Provide the link to the Department of Business and Professional Regulation (DBPR) website for proof of licensure for any public lodging establishments used for eligibility or the Recreational Benefits ranking criteria.



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5. Eligibility: Verification of State Cost Share Percentage per Chapter 62B-36.007

Project boundary (R-monuments) R-5 to R-9

Project Length 7500 (ft)

Total restored project length of critically eroded area
(as listed in SBMP)

Additional Comments on Project Range

Permitted beach placement extends south to R-12+400. Filed permit application extends beach placement north to R-3 and south to R-24. Cost-share eligibility section of beach placement remains unchanged from R-5 to R-9.

Location / Access Name	DEP Reference Monument	Type of Access	Width of Access/ Frontage (ft)	Number of Eligible Units	Additional Width from Units (ft)	Total Eligible Shoreline (ft)	Website Link: DBPR License (Lodging Only)
SE 6th St to SE 10th St	R-5.3 to R-6.7	Primary	1,430	318	16,790	6,710	
Ashley Brooke Resort	R-5.6	Lodging	100	Overlap	Overlap	0	/portalsearches/VerifyLicense/LicenseDetail?ID=688C921
Ocean Villas	R-5.7	Lodging	100	Overlap	Overlap	0	/portalsearches/VerifyLicense/LicenseDetail?ID=AC05BBE
Ocean Pearl	R-6.1	Lodging	58	Overlap	Overlap	0	/portalsearches/VerifyLicense/LicenseDetail?ID=E2805B1f
Embassy Suites	R-6.5	Lodging	367	Overlap	Overlap	0	/portalsearches/VerifyLicense/LicenseDetail?ID=EE63626C
Flamingo Villas	R-8	Lodging	275	Overlap	Overlap	0	/portalsearches/VerifyLicense/LicenseDetail?ID=9A08BA0
Hillsboro Beach Resort	R-10.8	Lodging	100	1.9	100	100	/portalsearches/VerifyLicense/LicenseDetail?ID=41181CA

Total Eligible Shoreline (All)

6810



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6. Schedule and Budget (*Provide as separate attachment, if needed*)

- **Cost Reimbursement:** Specify eligible costs incurred during the three previous fiscal years (FY24-25, FY25-26, and FY26-27)
 - Eligible costs will be added to the current request upon Department verification that request is not duplicative.
- **Current Costs:** Specify eligible costs for the current fiscal year (FY27-28) that are not in a current DEP agreement.
 - Post-construction monitoring may be requested in FY28-29 if construction phase requested in FY27-28.
- **Future Costs:** Project costs for FY28-29 through FY31-32.
 - Informs Department's Long Range Budget Plan, not included in current request. (Located on next page)
- Select phase: Feasibility, Design and Permitting, Construction, Monitoring, or USACE Multiphase.
 - Include the year and type of post-construction monitoring in the description.
- State cost share percentage applied to non-federal project costs.

Fiscal Year	Project Phase	Description	Federal Cost	State Cost	Local Cost	Total Cost
24-25						
24-25						
24-25						
24-25						
25-26						
25-26						
25-26						
25-26						
26-27	Design and Permitting	Permit application processing	0	137500	137500	275000
26-27						
26-27						
26-27						
27-28	Design and Permitting	Construction plans and specifications	0	\$ 35,000.00	\$ 35,000.00	\$ 70,000.00
27-28	Construction	Settlement Agreement Nourishment 2	0	\$ 8,000,000.00	\$ 8,000,000.00	\$ 16,000,000.00
27-28	Monitoring	Post-Construction Physical Monitoring	0	63500	63500	127000
27-28	Monitoring	Post-Construction Biological & Environmental Monitoring	0	55000	55000	110000
27-28	Feasibility	Northern Hillsboro Erosion Control Structures Study	\$ 0.00	\$ 125,000.00	\$ 125,000.00	\$ 250,000.00

Total State Share of Request



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6. Schedule and Budget (Long Range Budget Plan) *(Provide as separate attachment, if needed)*

- **Future Costs:** Project costs for FY28-29 through FY31-32.
 - Informs Department's Long Range Budget Plan, not included in current request.
- Select phase: Feasibility, Design and Permitting, Construction, Monitoring, or USACE Multiphase.
 - Include the year and type of post-construction monitoring in the description.
- State cost share percentage applied to non-federal project costs.

Fiscal Year	Project Phase	Description	Federal Cost	State Cost	Local Cost	Total Cost
28-29	Monitoring	Yr 1 Post-Construction Physical Monitoring	0	\$ 65,500.00	\$ 65,500.00	\$ 131,000.00
28-29	Monitoring	Yr 2 Post-Construction Biological & Environmental Monitoring		\$ 57,000.00	\$ 57,000.00	\$ 114,000.00
28-29						
28-29						
29-30	Monitoring	Yr 2 Post-Construction Physical Monitoring	0	\$ 67,500.00	\$ 67,500.00	\$ 135,000.00
29-30	Monitoring	Yr 2 Post-Construction Biological & Environmental Monitoring	0	\$ 58,750.00	\$ 58,750.00	\$ 117,500.00
29-30						
29-30						
30-31	Monitoring	Yr 3 Post-Construction Physical Monitoring	0	\$ 69,500.00	\$ 69,500.00	\$ 139,000.00
30-31	Monitoring	Yr 3 Post-Construction Biological & Environmental Monitoring	0	\$ 60,500.00	\$ 60,500.00	\$ 121,000.00
30-31						
30-31						
31-32	Monitoring	Yr 4 Post-Construction Physical Monitoring	0	\$ 69,500.00	\$ 69,500.00	\$ 139,000.00
31-32	Monitoring	Yr 4 Post-Construction Biological & Environmental Monitoring	0	\$ 60,500.00	\$ 60,500.00	\$ 121,000.00
31-32						
31-32						

Additional Comments for Schedule and Budget

The FY27-28 Northern Hillsboro Erosion Control Structures Study was input for first time this application at the Town's request. A recommended edit to the SBMP was submitted to the FDEP on June 22, 2026 to align with this application request and the Town's intent to mitigate the erosional hotspot in northern Hillsboro.



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7. Tourism-Related Impacts

Criteria is calculated by the Department using 2025 data. For reference, tax data can be obtained from the Department of Revenue website: <https://floridarevenue.com/DataPortal/Pages/TaxResearch.aspx> See Guidance Document for more information.

Select if applicable: ☒ Current requests includes construction and year one post-construction monitoring.
☐ Project is managed by two or more counties.

Additional Comments Tourism-Related Impacts

8. Federal Involvement

The documentation to verify authorization, federal cost share percentage, and status of funding award must be provided with the application materials for the award of points.

United States Army Corps of Engineers (USACE)

Project federally authorized by USACE? Authorization Year: Expiration Year:

Does this project have a signed USACE Chief's report or Civil Works Congressional authorization for the requested phase?

USACE federal cost share percentage for this project (excluding FCCE):

Is the current requested project receiving FCCE appropriation?

Federal Emergency Management Agency (FEMA) & Florida Division of Emergency Management (FDEM)

Has this project received appropriation from FEMA & FDEM for storm recovery?

If yes, please list storm incident(s) and associated FEMA and FDEM appropriations and cost share percentages.

Additional Federal Involvement Comments



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9. Physical Monitoring Survey Data

The most-recent physical monitoring survey data is required to complete coastal engineering ranking criteria.

Verify the date (month/year) of the most recent survey data of the project area: June 2026

Verify submittal method of the required data:

- ☐ Previously provided to JCP Compliance
☒ Submitted currently with application materials

Enter date (month/year) of the most recent completed beach nourishment project: March 2025

10. Storm Damage Reduction Benefits (*Criteria is calculated by the Department*)

What is the volume (cy) of advanced nourishment lost since the last sand placement event of a beach restoration or nourishment project as measured above the Mean High Water contour? Data should be consistent with the annual post-construction monitoring reports.

-40,800 cy

For restoration projects, what is the historical erosion rate?

-20,400 cy/yr. (CPE, 2025 ENG. DESIGN REPORT)

11a. Cost Effectiveness (Cost/Volume/Mile/Year)

What is the proposed sand placement volume?

400,000 cy (prelim estimate for 2027/28 project pending ongoing)

What is the nourishment interval (years)?

5

11b. Cost Effectiveness (Enhanced Longevity, Dune Addition, Innovative Tech, Regionalization)

Select all that apply for the current project funding request:

- ☒ **Enhanced longevity:** Propose structural or design components that could extend the beach nourishment interval
- ☒ **Dune addition:** Incorporate new/enhanced dune structures or new or existing dune restoration/revegetation projects
- ☐ **Innovative technology:** Propose innovative technologies designed to reduce project costs
- ☒ **Regionalization:** Two or more local sponsors manage projects together or projects propose regional sediment management strategies to conserve sand resources or reduce project costs

* Criteria verified by Department. Project design analysis must be submitted for verification and award of points for Enhanced Longevity category. See LGFR Guidance Document for more information.

Additional Comments for Storm Damage Reduction Benefits & Cost Effectiveness

Regionalization: There are two local sponsor for this project (City of Deerfield Beach and Town of Hillsboro Beach) who are committed to the management of this project area through their 2020 settlement agreement provided as Attachment 2.
Dune: In June 2026, the municipalities filed a beach renourishment permit request to add a dune to the construction template throughout the project area.
Longevity: Hillsboro is requesting funds to study the feasibility of erosion control structures along northern Hillsboro Beach to address the erosion hotspot in the area.



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12. Previous State Commitment

Has the Department previously reviewed, approved, and cost-shared on a feasibility or design phase for this project?

Has the current proposed project phase(s) received a partial state appropriation within 3 years of phase completion?

(i.e., state legislative appropriation did not fully cover corresponding previous LGFR request)

Additional Comments Previous State Commitment:

13. Accessible Beach Area

Criteria is calculated by the Department. *Optional*: provide additional information for consideration including a description of the landward and seaward edges of the accessible beach width.

14. Recreational Benefits *(Provide additional documentation and DBPR website links as attachments, if needed)*

Provide the linear footage within the project boundaries zoned as:

1) Recreational or open space

2) Commercial use

3) to allow for public lodging (or equivalent)

Total frontage for recreational benefits (sum):

Project Length:

Rec. Benefits %

Additional Comments Rec. Benefits

15. Mitigation of Inlet Effects

Criteria is calculated by the Department. *Optional*: provide additional information for consideration.

By building a joint project with the City of Boca Raton, the 2023 construction event was able to bypass approximately 200,000 cy more sand from the Boca Ebb Shoal to the Deerfield-Hillsboro project area. Applicant continues to coordinate with neighboring inlets' governing bodies on future projects and has submitted a permit application that includes the addition of Hillsboro Inlet's exterior dredge area as a potential sand source to balance the inlet-to-inlet sediment budget along the island.



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16. Successive Unfunded Requests

Is the current proposed project phase(s) a successive, unfunded request?
If so, how many years of successive request(s) is the current application?

1

Does the successive request add the construction phase to a previous unfunded design phase request?

No

17. Environmental Habitat Enhancement

Is the project within a designated critical habitat area for threatened or endangered species?

Yes

What percentage of the project contains shoreline armoring?

47.1

Does the project exceed best management practices and or management strategies to protect resources or benefit critical habitat area? If so, please explain and provide any supporting documentation.

The beach construction template in the recently filed permit application newly incorporates a turtle-friendly berm sloped at 1:50. The City and Town have adopted lighting ordinances and the project will be constructed outside of marine turtle nesting season. Ordinances provided in Attachments 5 and 6.

Note: project must meet armoring and vulnerable thresholds that receive base award of points to be eligible to receive additional points for best management practices. See Guidance Document for more information.

18. Readiness to Construct

Permits:

Active State Permit?

Yes

Permit Number: 0289706-001-JC

Expiration Date: 4/15/2028

Active Federal Permit?

Yes

Permit Number: SAJ-1997-02355

Expiration Date: 3/23/2033

Easements: Have all necessary easements been acquired for upcoming or proposed construction phase? Yes

Resolution: Has the necessary local funding been secured for the proposed project?

If so, provide a copy of the draft Resolution. The signed Resolution is due by October 2, 2026.

No

Erosion Control Line: Is an Erosion Control Line established along the project length?

Yes

Additional Comments for Readiness to Construct:

Next construction planned for November 2027-April 2028 season.



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Provide additional information and comments below, or provide supporting detail for attachments.

June 2026 3-Yr Post-Construction Physical Monitoring Survey Data has been submitted in this LGFR application package for reference. Deerfield and Hillsboro's local funding resolutions are planned to be executed and submitted before the October, 2 2026 deadline.



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Attachments Checklist (Beach Projects)

- ☐ **Resolution:**
- Signed resolution from local sponsor governing board due October 2, 2026.
 - Must include support for the project, ability to serve as local sponsor, ability to provide local funding.
 - Draft resolutions to be provided to receive award of points within "Readiness to Proceed".
- ☒ **Maps**
- Full detail located on Page #4
 - Includes project boundary information, public access information, recreational benefits (zoning) information, and 1/4 mile buffer for upland property values (may be provided as separate maps)
- ☒ **Parcel Data (Upland Property Values)**
- List of upland property values enclosed or intersected by 1/4 mile buffer from project
- ☒ **Physical Monitoring Survey Data**
- Most recent survey data required for coastal engineering ranking assessments.
 - Not required to submit again if previously provided to JCP Compliance
 - Contact Beaches_Funding@FloridaDEP.gov & JCPCompliance@FloridaDEP.gov to verify
- ☐ **Federal Cost-Share Documentation**
- USACE or FEMA documentation required to verify federal appropriations for award of points
- ☐ **Project Design Analysis**
- *If seeking points for Enhanced Longevity within Cost Effectiveness Criteria*
- ☐ **Optional:** Separate Attachments for #5 Eligibility , #6 Schedule and Budget
- ☐ **Optional:** Supporting documentation you wish to provide for #13 Accessible Beach Area , #15 Mitigation of Inlet Effects , or #17 Environmental Habitat Enhancement

Additional Resources

Strategic Beach Management Plans and Inlet Management Plans

<https://floridadep.gov/rcp/beaches-inlets-ports/content/strategic-planning-and-coordination>

Critically Eroded Beaches Report

<https://floridadep.gov/rcp/coastal-engineering-geology/documents/critically-eroded-beaches-florida>

LGFR Guidance Document

<https://floridadep.gov/rcp/beaches-funding-program/documents/fy-20252026-guidance-document>

Department of Revenue Upland Property Value Information

https://floridarevenue.com/property/Pages/DataPortal_RequestAssessmentRollGISData.aspx

Department of Revenue Tax Research

<https://floridarevenue.com/DataPortal/Pages/TaxResearch.aspx>

Department of Business and Professional Regulation (DBPR)

<https://www2.myfloridalicense.com/>

USFWS Critical Habitat Area

<https://ecos.fws.gov/ecp/report/table/critical-habitat.html>



City of Deerfield Beach

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33441
954-480-4200

Face Sheet File Number: I.D. 2026-455

Agenda Date: 8/18/2026

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 amendment to the Agreement with Advanced Roofing, Inc. to increase the contract amount to \$225,000.00 in order to proceed with the emergency and remedial repairs to Fire Stations 4, 66 and 75; authorizing execution of the Amendment; providing for implementation and an effective date. (Funds from Account #100-200-340-1906-000-52900-506022 - Municipal Services/Public Safety Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$185,000

Account Name: Municipal Services / Public Safety Buildings

Account Number: 100-200-340-1906-000-52900-506022

Appropriation From:

Secondary Account Name: Non-Departmental / Contingency

Secondary Account Number 100-100-990-9990-000-51300-503999

Background/History

On May 17, 2023, the City of Cape Coral ("Cape Coral") formally executed an agreement with Advanced Roofing, Inc. ("Advanced") for comprehensive Roofing Inspection, Maintenance, and Repair Services on an as-needed basis pursuant to the City of Cape Coral Request for Proposal No. RPW22137MM (the "Cape Coral Contract"). The Cape Coral Contract was for a three-year initial term with options for two additional one-year renewals.

On March 24, 2026, the City of Deerfield Beach and Advanced entered into an Agreement (the "Agreement") for Roofing Inspection, Maintenance and Repair Services (the "Services"), utilizing the terms and pricing of the competitively procured Cape Coral Contract.

On April 27, 2026, Cape Coral exercised its first renewal option with no price increase for a one-year period, which will expire on May 17, 2027. On June 6th, the City executed the renewal of the Agreement with Advanced.

The Broward County Building Safety Inspection Program (Inspection Program) requires commercial and residential buildings to undergo structural and electrical safety inspections once they reach 25

years of age, with subsequent recertifications required every 10 years thereafter. Fire Stations 4, 66, and 75 are currently due for the 25-year building inspection and recertification.

The City retained Crain Atlantis, Inc. ("Crain") to provide professional engineering services related to the Life Safety 35 Years Inspection Certification for Fire Station Nos. 4, 66 and 75 and the Leo J. Robb Gymnasium pursuant to a Work Authorization under the CCNA Continuing Services Agreement. Crain completed the inspection services and identified that all three Fire Stations were in need of roof repairs.

Current Activity

As a result of Crain's report, the City requested that Advanced evaluate each facility in order to provide quotes for the cost of repairs. Advanced has recommended several emergency and remedial repairs, including a silicone coating, to address all issues identified, as well as actions that will extend the life of the roofs.

The quotes for the work needed are as follows:

	Emergency	Remedial	Total
Fire Station 4	\$7,769.45	\$50,232.80	\$58,002.25
Fire Station 66	\$1,961.10	\$49,808.58	\$51,769.68
Fire Station 75	\$8,937.25	\$38,389.50	\$47,326.75
	\$18,667.80	\$138,430.88	\$157,098.68

These amounts exceed the current Agreement's annual not-to-exceed amount of \$40,000.

The Department is requesting that the not-to-exceed amount of the Agreement be increased to \$225,000 for Services to be performed during Fiscal Year 2026. The increased amount will include the additional costs related to Fire Station 4, Fire Station 66, and Fire Station 75, as well as unanticipated future roof needs within the City.

Recommendation

Staff recommends approving the amendment to the Agreement with Advanced Roofing, Inc., for roofing inspection, maintenance, and repair services.

Staff also recommends approving the transfer of \$185,000 in existing General Fund appropriations from Non-Departmental to the Municipal Services Department to fund the associated departmental expenditures. This internal transfer of appropriations will have no net fiscal impact on the City's adopted budget.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH ADVANCED ROOFING, INC. TO INCREASE THE CONTRACT AMOUNT TO \$225,000.00 IN ORDER TO PROCEED WITH THE EMERGENCY AND REMEDIAL REPAIRS TO FIRE STATIONS 4, 66 AND 75; AUTHORIZING EXECUTION OF THE AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on March 24, 2026, the City and Advanced Roofing, Inc. (“Advanced”) entered into an agreement for roofing inspection, maintenance and repair services (collectively, the “Services”) on an as needed basis in an amount not to exceed \$40,000.00 during Fiscal Year 2026, utilizing the pricing and terms of the competitively procured City of Cape Coral Request for Proposals No. RPW22137MM and resulting contract (the “Cape Coral Contract”); and

WHEREAS, the City retained Crain Atlantis, Inc. (“Crain”) to provide professional engineering services (the “Inspection Services”) related to the Life Safety 35 Years Inspection Certification for Fire Station Nos. 4, 66 and 75 (collectively, the “Fire Stations”) and the Leo J. Robb Gymnasium pursuant to a Work Authorization issued under Crain’s CCNA Continuing Services Agreement; and

WHEREAS, Crain completed the Inspection Services and identified that all three Fire Stations were in need of roof repairs; and

WHEREAS, in order to facilitate the roof repairs to the Fire Stations by September 30, 2026, the City requested quotes from Advanced pursuant to the terms and pricing of the Agreement and Cape Coral Contract; and

WHEREAS, Advanced evaluated each of the Fire Stations, and has provided three quotes, one for each of the Fire Stations, that recommend both emergency and remedial repairs, inclusive of a silicone coating (collectively, the “Roof Repair Services”), and the quotes address all issues identified; and

WHEREAS, the total aggregate cost for the Roof Repair Services is in the amount of \$157,098.68, which exceeds the current Agreement not to exceed amount of \$40,000.00 for Fiscal Year 2026; and

WHEREAS, as such repairs are in response to the Life Safety 35 Years Inspection Certification, the City's goal is to achieve completion of the Services by September 30, 2026; and

WHEREAS, City staff desires to amend the Agreement with Advanced to increase the Fiscal Year 2026 not to exceed amount from \$40,000.00 to \$225,000.00 in order to cover the additional costs for the Roof Repair Services, as well as any unanticipated costs related to roof repair needs within the City; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve and authorize execution of the amendment to the Agreement with Advanced Roofing, as set forth in the attached Exhibit “1”, (the “Amendment”) to increase the Agreement amount from \$40,000.00 to \$225,000.00 for the remainder of Fiscal Year 2026, to provide for the Roof Repair Services.

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

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

Section 2. The City Commission hereby approves the Amendment to the Agreement with Advanced, attached as Exhibit “1”, to increase the Agreement amount from \$40,000.00 to \$225,000.00 for the remainder of Fiscal Year 2026 to provide for the Roof Repair Services.

Section 3. The City Manager is hereby authorized to execute the Amendment, 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

**FIRST AMENDMENT TO AGREEMENT FOR ROOFING INSPECTION,
MAINTENANCE AND REPAIR SERVICES**

This First Amendment ("Amendment") to the Agreement, dated March 24, 2026, (the "Agreement") is made and entered into this ____ day of _____, 2026 by and between the City of Deerfield Beach, Florida, a municipal corporation in the State of Florida (the "City") and Advanced Roofing, Inc., Inc., a Florida Profit Corporation (the "Contractor").

RECITALS

WHEREAS, City and Contractor entered into the Agreement for Contractor to provide Roofing Inspection, Maintenance and Repair Services on an as needed basis (the "Services") based upon the City of Cape Coral's Request for Proposals No. RFPW22137MM and resulting contract (the "Cape Coral Contract") ; and

WHEREAS, the initial term under the Agreement commenced upon execution and expired on May 17, 2026, however, the Agreement may be renewed if City of Cape Coral renews its Agreement; and

WHEREAS, the City of Cape Coral renewed its Agreement with no price increases for a one-year period, which renewal will expire on May 17, 2027; and

WHEREAS, consistent with Cape Coral's renewal, the City renewed the Agreement for a one year term, which expires on May 17, 2027; and

WHEREAS, during the Phase I Milestone Inspections for Fire Stations 4, 66 and 75, necessary roof repairs were identified for each fire station pursuant to the Crain Atlantis inspection report (the "Roof Repairs Project"); and

WHEREAS, City staff requested repair quotes from the Contractor for the Roof Repairs Project, and the Contractor provided the quotes in a total amount not to exceed \$157,158.50; and

WHEREAS, in order for the Project to be properly funded and include funding for possible unanticipated costs related to roof repair needs within the City, it is necessary to amend the existing 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 Contractor do hereby agree as follows:

1. That Section 3 of the Agreement entitled "Compensation" is hereby amended as follows:

Section 3. Compensation. The City shall compensate Primary Contractor in accordance with the Purchase Order(s) issued by the City based upon the price and labor and rates included in the Primary Contractor's Bid Response for Services attached as Composite Exhibit "A". Primary Contractor acknowledges and agrees that ~~from the date of execution until May 17, 2026,~~ the total amount for all Services performed pursuant to the issued Purchased Order(s) during Fiscal Year 2026 shall not exceed ~~\$40,000.00~~ \$225,000.00 for the Services rendered. As the Services will be purchased on an as needed basis pursuant to the issuance of a Purchase Order, City is only obligated to compensate Primary Contractor based upon the applicable Purchase Order. It is acknowledged and agreed that the amount set forth in the applicable Purchase Order is the maximum payable and constitutes a limitation upon the City's obligation to compensate Primary Contractor for the Services under this Agreement. This amount, however, does not constitute a limitation, of any sort, upon Primary Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Agreement. No amount, however, shall be paid to Primary Contractor to reimburse its expenses, unless authorized in this Agreement. In accordance with Section 1 above, for Services performed from October 1, 2026 through May 17, 2027, such Services are contingent upon annual appropriation by the City Commission and the issuance of Purchase Order(s). If such appropriation is not approved, then Cit may terminate this Agreement for convenience.

2. Any and all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY

ATTEST:

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

Heather Montemayor, City Clerk

Rodney Brimlow, City Manager

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

Date: _____, 2026.

Anthony C. Soroka, City Attorney

**FIRST AMENDMENT TO AGREEMENT FOR ROOFING INSPECTION,
MAINTENANCE AND REPAIR SERVICES**

CONTRACTOR

ATTEST:

Advanced Roofing, Inc.

Corporate Secretary

By: _____
Signature

Title: _____

Date: _____

Witnesses:

Signature
Print Name: _____

Signature
Print Name: _____



Management Report



City of Deerfield Beach
City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue, Deerfield Beach, FL





City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441

Site Overview

Site Overview

Section 1

Section 2

Budget Matrix



Total Sections: 2
Total Sq Ft: 4,190

Map	Name	Sq Ft	Est Install	Grade
1	Section 1 Lower Elevation	2,095	2006	D
2	Section 2 Upper Elevation	2,095	2006	D



Composition

Section: Section 1 Lower Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar

City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Core spike
LWC
Modified bitumen



Temp repair



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Observations

Section: Section 1 Lower Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar



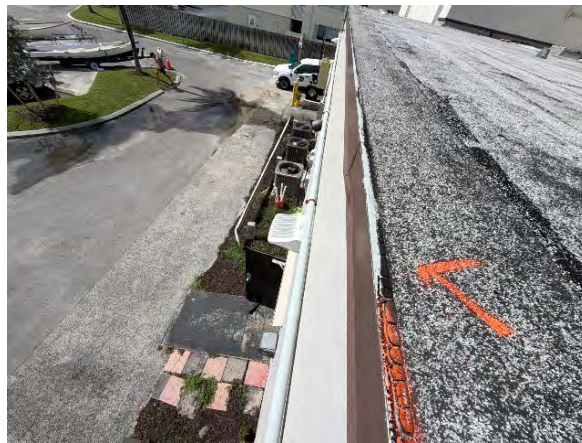
Roof overview



Roof overview



Roof overview



Typical drip edge with flashing detail
Observation deteriorated receiving membrane



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Observations (continued)

Section: Section 1 Lower Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar



Typical exhaust fan with electrical conduit, flashing detail



Typical retrofit with flashing detail



Typical counter flashing



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Deficiencies

Section: Section 1 Lower Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar



Modified Bitumen Roof - 11-Debris-Roof (Emergency)

Quantity: 4 HRS

Deficiency:

Debris on the roof can lead cause poor drainage, premature failure of the roof membrane, and insect infestation.

Corrective Action:

Remove and dispose of all debris from the roof surface.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew) 4H @ \$130.00 = \$520.00

Materials Total x 15%

\$50 x 15%(\$7.5) = \$57.50

Repair Cost:

\$577.50

Repair Cost:

\$577.50



Modified Bitumen Roof - 03-Blisters (Remedial)

Quantity: 4 EA

Deficiency:

Blisters are an entrapment of air between the roof membrane and the underlying substrate. Blisters can continue to enlarge if left unrepaired and can lead to more costly repairs.

Corrective Action:

Cut open the blister to relieve entrapped air/moisture. Clean and prepare the repair area. Install new like membrane over the blister repair area.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

6H @ \$130.00 = \$780.00

MaterialsTotal x 15%

\$440.00x 15%(\$66.00) = \$506.00

Repair Cost:

\$1,286.00

Repair Cost:

\$1,286.00

Site Overview	Section 1	Section 2	Budget Matrix	Summary
Composition	Observations	Deficiencies		



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Deficiencies (continued)

Section: Section 1 Lower Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar



Modified Bitumen Roof - 02-Membrane-Open Field Seam (Emergency)

Quantity: 140 LF

Deficiency:

Open membrane seams allow water to enter the roof system that can cause damage to substrate materials and the interior of building.

Corrective Action:

Clean and prepare the seam repair area. Install a new membrane patch over the seam repair area.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

17H @ \$130.00 = \$2210.00

Materials Total x 15%

\$513.00 x 15%(\$76.95) = \$589.95

Repair Cost:

\$2799.95

Repair Cost:

\$2,799.95



Modified Bitumen Roof - Coating-Repair (Remedial)

Quantity: 2095 Sq Ft

Deficiency:

The existing roof system is showing signs of normal age-related weathering and is an excellent candidate for a silicone-applied restoration system before more significant deterioration occurs.

Corrective Action:

Pressure clean the roof and prepare the surface for coating application. Apply a manufacturer-approved base/primer coat at a coverage rate of 2 gallons per square (2 gal/SQ). After the primer has cured, apply a manufacturer-approved silicone top coat at a coverage rate of 2 gallons per square (2 gal/SQ) to provide a seamless, weather-resistant restoration system

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)
114H @ \$130.00 = \$14820.00
Materials Total x 15%
\$3145.00 15%(\$471.75) = \$3616.75
Repair Cost:
\$18436.75
Repair Cost:
\$18,436.75



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Summary

Section: Section 1 Lower Elevation
Size: 2095
Overall Grade: D
Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar

Condition Summary

Membrane: C
 Flashings: C
 Sheet Metal: D

Overall: D

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining

Estimated Replacement: 2028

Recommendations

This building has a modified bitumen roof system which is in fair condition for its age. Satellite imagery suggest this roof was installed in 2006 and has no leaks reported at the time of this inspection. This roof is believed to have several years of service life left and would be a great project for Silicone coating restoration instead of replacement.

The deficiencies and recommendations are in the condition summary of this report. Deficiencies labeled emergency are possibly allowing water to enter the roof system and or building and should be addressed to prevent leaks at identified locations. Deficiencies include granular loss sealant failure at chem-curbs, blisters, debris, and open voids at the wall. All the deficiencies in this report should be corrected to allow this roof to reach its estimated service life and to keep this roof up to a serviceable condition.

An annual inspection should be continued to monitor the condition of this roof system. Preventive maintenance should also be performed regularly to address the common areas of concern which is typically the sealants and mastic locations. The estimated replacement date was based on the age and current deficiencies and assumes all deficiencies will be corrected. The Estimated coating cost is included in this report below and is for budgeting purposes only.

Estimated Repair Costs: \$23,100.20



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Summary

Section: Section 1 Lower Elevation
Size: 2095
Overall Grade: D
Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar

1 - Section 1 Lower Elevation (2,095 Sq Ft) Grade D

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
11-Debris-Roof	4 HRS	\$577.50			
03-Blisters	4 EA		\$1,286.00		
02-Membrane-Open Field Seam	140 LF	\$2,799.95			
Coating-Repair	2095 Sq Ft		\$18,436.75		
Total		\$3,377.45	\$19,722.75	\$0.00	\$0.00



Composition

Section: Section 2 Upper Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar

City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Core cut
 LWC- 3"
 Modified bitumen hot asphalt- 1" 1/2"



Temporary repair
 Mastic cement



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Observations

Section: Section 2 Upper Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar



Roof overview



Roof overview



Roof overview



Typical exhaust fans
 Observation abandoned, exposed electrical wire



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Observations (continued)

Section: Section 2 Upper Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar



Typical plumber vent



Typical retrofit drain



Typical drip edge with flashing detail



Typical roof hatch



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Observations (continued)

Section: Section 2 Upper Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar



Typical APV vent



Typical gooseneck with flashing detail



Typical mansard with satellite equipment
 Observation all rusted out



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Deficiencies

Section: Section 2 Upper Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar



General - (Remedial)

Quantity: 1 EA

Deficiency:

Antenna appears to have fell off wall support due to deterioration and is lying on roofs surface. This has already caused a hole through the membrane and could be an safety concern during a wind storm and should be properly secured or removed.

Corrective Action:

Contact your cable contractor for corrective actions.



Modified Bitumen Roof - 11-Debris-Roof (Emergency)

Quantity: 4 HRS

Deficiency:

Debris on the roof can lead cause poor drainage, premature failure of the roof membrane, and insect infestation.

Corrective Action:

Remove and dispose of all debris from the roof surface.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew) 4H @ \$130.00 = \$520.00

Materials Total x 15%

\$50 x 15%(\$7.5) = \$57.50

Repair Cost:

\$577.50

Advanced

Repair Cost:

\$577.50



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Deficiencies (continued)

Section: Section 2 Upper Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar



General - (Emergency)

Quantity: 3 EA

Deficiency:

Flexible conduits deteriorated and junction boxes should be replaced. This could allow water to enter the conduit contributing to leaks and is a fire hazard as well.

Corrective Action:

Contact your electrical contractor for corrective actions.



Modified Bitumen Roof - 03-Blisters (Remedial)

Quantity: 4 EA

Deficiency:

Blisters are an entrapment of air between the roof membrane and the underlying substrate. Blisters can continue to enlarge if left unrepaired and can lead to more costly repairs.

Corrective Action:

Cut open the blister to relieve entrapped air/moisture. Clean and prepare the repair area. Install new like membrane over the blister repair area.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

6H @ \$130.00 = \$780.00

MaterialsTotal x 15%

\$440.00 x 15%(\$66.00) = \$506.00

Repair Cost:

\$1286

Repair Cost:

\$1,286.00



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Deficiencies (continued)

Section: Section 2 Upper Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar



General - (Emergency)

Quantity: 1 EA

Deficiency:

Cover to exhaust fan missing and motor is exposed to the elements. It is believed this exhaust fan is no longer in use and should be removed and curb capped. This may also cause leaks at this location and is a possible fire hazard if electrical is still connected.

Corrective Action:

Contact your mechanical contractor to disconnect and remove discontinued equipment.



Modified Bitumen Roof - 02-Membrane-Open Field Seam (Emergency)

Quantity: 220 LF

Deficiency:

Open membrane seams allow water to enter the roof system that can cause damage to substrate materials and the interior of building.

Corrective Action:

Clean and prepare the seam repair area. Install a new membrane patch over the seam repair area.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

29H @ \$130.00 = \$3770.00

Materials Total x 15%

\$513.00 x 15%(\$76.95) = \$589.95

Repair Cost:

\$4359.95

Repair Cost:

\$4,359.95



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Deficiencies (continued)

Section: Section 2 Upper Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar



Modified Bitumen Roof - Penetration Flashing-Damaged (Emergency)

Quantity: 5 EA

Deficiency:

Damaged flashings can allow water to enter the roof system that can cause damage to substrate materials and the interior of building.

Corrective Action:

Clean and prepare the penetration flashing repair area. Install new membrane flashing on the penetration.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew) 4H @ \$130.00 = \$520.00

Materials Total x 15%

\$89.00 x 15%(\$13.35) = \$102.35

Repair Cost:

\$622.35

Repair Cost:

\$622.35



Modified Bitumen Roof - Coating-Repair (Remedial)

Quantity: 2095 Sq Ft

Deficiency:

The existing roof system is showing signs of normal age-related weathering and is an excellent candidate for a silicone-applied restoration system before more significant deterioration occurs.

Corrective Action:

Pressure clean the roof and prepare the surface for coating application. Apply a manufacturer-approved base/primer coat at a coverage rate of 2 gallons per square (2 gal/SQ). After the primer has cured, apply a manufacturer-approved silicone top coat at a coverage rate of 2 gallons per square (2 gal/SQ) to provide a seamless, weather-resistant restoration system.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew) 108H @ \$130.00 = \$14040.00

Materials Total x 15%\$2905.00x 15%(\$435.75) = \$3340.75

Repair Cost:

\$17380.75

Repair Cost:

\$17,380.75

Site Overview

Section 1

Section 2

Budget Matrix

Observations

Deficiencies

Summary



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Summary

Section: Section 2 Upper Elevation
Size: 2095
Overall Grade: D

Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar

Condition Summary

Membrane: D
 Flashings: C
 Sheet Metal: D

Overall: D

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining

Estimated Replacement: 2028

Recommendations

This building has a modified bitumen roof system which is in fair condition for its age. Satellite imagery suggest this roof was installed in 2006 and has had several repairs done in the past with no leaks reported during inspection. This roof is believed to have several years of service life left and would be a great project for Silicone coating restoration instead of replacement.

The deficiencies and recommendations are in the condition summary of this report. Deficiencies labeled emergency are possibly allowing water to enter the roof system and or building and should be addressed to prevent leaks at identified locations. Deficiencies include discontinued equipment, sealant failure at chem-curbs, blisters, debris, and a puncture through the roof membrane. All the deficiencies in this report should be corrected to allow this roof to reach its estimated service life and to keep this roof up to a serviceable condition.

An annual inspection should be continued to monitor the condition of this roof system. Preventive maintenance should also be performed regularly to address the common areas of concern which is typically the sealants and mastic locations. The estimated replacement date was based on the age and current deficiencies and assumes all deficiencies will be corrected. The Estimated coating cost is included in this report below and is for budgeting purposes only.

Estimated Repair Costs: \$24,226.55



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441



Summary

Section: Section 2 Upper Elevation
Size: 2095
Overall Grade: D
Inspection Date: 07/10/2026
Inspector: Marlon Rameshwar

2 - Section 2 Upper Elevation (2,095 Sq Ft) Grade D

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Antenna appears to have fell o...	1 EA		\$0.00		
11-Debris-Roof	4 HRS	\$577.50			
Flexible conduits deteriorated...	3 EA	\$0.00			
03-Blisters	4 EA		\$1,286.00		
Cover to exhaust fan missing a...	1 EA	\$0.00			
02-Membrane-Open Field Seam	220 LF	\$4,359.95			
Penetration Flashing-Damaged	5 EA	\$622.35			
Coating-Repair	2095 Sq Ft		\$17,380.75		
Total		\$5,559.80	\$18,666.75	\$0.00	\$0.00



City of Deerfield Beach - Firestation #75
71 Southeast 21st Avenue
Deerfield Beach, FL 33441

Budget Matrix

City of Deerfield Beach - Firestation #75
 Deerfield Beach, FL
 4190 Sq Ft

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining



			Emergency	Remedial	Replacement	Coating
1 - Section 1 Lower Elevation (2,095 Sq Ft) Grade D						
Projected Replacement: 2028						
Deficiency	Qty					
11-Debris-Roof	4 HRS	\$577.50				
03-Blisters	4 EA			\$1,286.00		
02-Membrane-Open Field Seam	140 LF	\$2,799.95				
Coating-Repair	2095 Sq Ft			\$18,436.75		
Total			\$3,377.45	\$19,722.75	\$0.00	\$0.00
2 - Section 2 Upper Elevation (2,095 Sq Ft) Grade D						
Projected Replacement: 2028						
Deficiency	Qty					
Antenna appears to have fell o...	1 EA			\$0.00		
11-Debris-Roof	4 HRS	\$577.50				
Flexible conduits deteriorated...	3 EA	\$0.00				
03-Blisters	4 EA			\$1,286.00		
Cover to exhaust fan missing a...	1 EA	\$0.00				
02-Membrane-Open Field Seam	220 LF	\$4,359.95				
Penetration Flashing-Damaged	5 EA	\$622.35				
Coating-Repair	2095 Sq Ft			\$17,380.75		
Total			\$5,559.80	\$18,666.75	\$0.00	\$0.00
			Emergency	Remedial	Replacement	Coating
Budget Totals			\$8,937.25	\$38,389.50	\$0.00	\$0.00

Advanced Roofing Inc - FTL

1950 NW 22nd St Fort Lauderdale, FL 33311-2939



City of Deerfield Beach
150 Northeast 2nd Avenue
Deerfield Beach, FL 33441



PROPERTY:

City of Deerfield Beach - Firestation #75

71 Southeast 21st Avenue

Deerfield Beach, FL



Deficiency	Qty	Emergency	Remedial
11-Debris-Roof	4 HRS	\$577.50	\$0.0
03-Blisters	4 EA	\$0.0	\$1,286.00
02-Membrane-Open Field Seam	140 LF	\$2,799.95	\$0.0
Coating-Repair	2095 Sq Ft	\$0.0	\$18,436.75
Total		\$3,377.45	\$19,722.75

Deficiency	Qty	Emergency	Remedial
	1 EA	\$0.0	\$0.00
11-Debris-Roof	4 HRS	\$577.50	\$0.0
	3 EA	\$0.00	\$0.0
03-Blisters	4 EA	\$0.0	\$1,286.00
	1 EA	\$0.00	\$0.0
02-Membrane-Open Field Seam	220 LF	\$4,359.95	\$0.0
Penetration Flashing-Damaged	5 EA	\$622.35	\$0.0
Coating-Repair	2095 Sq Ft	\$0.0	\$17,380.75
Total		\$5,559.80	\$18,666.75

☐ Emergency	\$8,937.25
☐ Remedial	\$38,389.50

Emergency and Remedial Repair Total	\$47,326.75
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Payment Terms established under Contract P2026-010

Signature: _____ Date: _____ \$ _____ Printed Name: _____ PO # _____		
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Management Report



City of Deerfield Beach
City of Deerfield Beach - Firestation #66
590 South Powerline Road, Deerfield Beach, FL





Site Overview

City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442



Total Sections: 2

Total Sq Ft: 6,500

Map	Name	Sq Ft	Est Install	Grade
1	Section 1 Lower elevation	3,600	2007	D
2	Section 2 Upper elevation	2,900	2007	D



Composition

Section: Section 1 Lower elevation
Size: 3600
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442



Modified bitumen
Concrete Deck
Perlite Insulation
Polyiso Insulation
Modified Bitumen roof system
(1 1/2" to 6" thick tapered)



Observations

Section: Section 1 Lower elevation
Size: 3600
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442



Roof overview facing south



Roof overview facing north



Roof overview facing east



Roof overview facing west



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442



Observations (continued)

Section: Section 1 Lower elevation
Size: 3600
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Typical mechanical vent with curb base flashing detail



Typical plumbing stack with flashing detail



Typical roof vent with flashing detail



Typical antenna mounted over wall



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Observations (continued)

Section: Section 1 Lower elevation
Size: 3600
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Typical AC unit with air conditioning stand



Typical pitch pan flashing detail



Typical line jack with flashing detail



Typical gooseneck with flashing detail



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442



Observations (continued)

Section: Section 1 Lower elevation
Size: 3600
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Typical exhaust vent with curb base flashing detail



Typical primary and overflow scupper with flashing detail



Typical parapet wall with base flashing detail



Typical antenna with concrete blocks mounted



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Observations (continued)

Section: Section 1 Lower elevation
Size: 3600
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Typical coping cap metal



Typical surface mount counter flashing



Metal mansard overview



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442



Deficiencies

Section: Section 1 Lower elevation
Size: 3600
Overall Grade: D
Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

1



Modified Bitumen Roof - 02-Membrane-Open Field Seam (Remedial)

Quantity: 15 LF

Deficiency:

Open membrane seams allow water to enter the roof system that can cause damage to substrate materials and the interior of building.

Corrective Action:

Clean and prepare the seam repair area. Install a new membrane patch over the seam repair area.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
(shingle, tile, BUR, Membrane etc)

hours at \$130.00 (2 men crew)

1H @ \$130.00 = \$130.00

Materials

Total x 15%

\$178 x 15% (\$26.70) = \$204.70

Repair Cost:

\$334.70



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Deficiencies (continued)

Section: Section 1 Lower elevation
Size: 3600
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - Penetration Flashing-Damaged (Emergency)

Quantity: 1 EA

Deficiency:

Damaged flashings can allow water to enter the roof system that can cause damage to substrate materials and the interior of building.

Corrective Action:

Clean and prepare the penetration flashing repair area. Install new membrane flashing on the penetration.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle, tile, BUR, Membrane etc)

hours at \$130.00 (2 men crew)

1H @ \$130.00 = \$ 130

Materials

Total x 15%

\$424 x 15% (\$63.6) = \$487.60

Repair Cost:

\$617.60



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Deficiencies (continued)

Section: Section 1 Lower elevation
Size: 3600
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - 03-Blisters (Remedial)

Quantity: 2 EA

Deficiency:

Blisters are an entrapment of air between the roof membrane and the underlying substrate. Blisters can continue to enlarge if left unrepaired and can lead to more costly repairs.

Corrective Action:

Cut open the blister to relieve entrapped air/moisture. Clean and prepare the repair area. Install new like membrane over the blister repair area.

1H @ \$130.00 = \$ 130

Materials

Total + 15%

\$ 440 + 15%(\$66) = \$506

Repair Cost:

\$636.00



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Deficiencies (continued)

Section: Section 1 Lower elevation

Size: 3600

Overall Grade: D

Inspection Date: 07/09/2026

Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - 05-Penetration Flashing-Deteriorated Caulking (Emergency)

Quantity: 10 EA

Deficiency:

Deteriorated caulking can allow water to enter the roof system that can cause damage to substrate materials and the interior of building.

Corrective Action:

Clean and remove the old caulking from the penetration flashing termination repair area. Install new sealant to provide a watertight seal.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

2H @ \$130.00 = \$ 260

Materials

Total x 15%

\$50 x 15%(\$7.5) = \$57.50

Repair Cost:

\$317.50



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Deficiencies (continued)

Section: Section 1 Lower elevation
Size: 3600
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - Coating (Remedial)

Quantity: 3600 Sq Ft

Deficiency:

The existing roof system is showing signs of normal age-related weathering and is an excellent candidate for a fluid-applied restoration system before more significant deterioration occurs.

Corrective Action:

Pressure clean roof and prep area. Apply base/primer coat @rate 2gal/SQ. Apply silicone Top coat @ rate 2gal/SQ.

NOTE: The proposed coating application is contingent upon the results of an approved moisture survey confirming that the existing roof assembly is suitable for restoration and the completion of the repairs listed above.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

147H @ \$130.00 = \$ 19,110

Materials

Total + 15%

\$ 6,340 + 15%(\$951.00) = \$7,291.00

Repair Cost:

\$26,401.00



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442



Summary

Section: Section 1 Lower elevation
Size: 3600
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

Condition Summary

Membrane: D
 Flashings: D
 Sheet Metal: D

Overall: D

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining

Estimated Replacement: 2030

Recommendations

The roof of this building consist in Modified bitumen System over concrete deck. Based on satellite imagery this roof was install in 2007 and is currently in poor condition with few deficiencies and no active leaks at the moment of this inspection. Drainage is provide by primary scuppers located in the west side of the building, discharging thru downspouts above grounds.

Deficiencies are in the condition summary of this report. Deficiencies labeled emergency are possibly allowing water to enter the roof system and/or building and should be corrected to allow this roof to reach its estimated replacement date.

Due to the overall condition of the roof, a moisture survey is recommended to determine whether the existing roof system is a suitable candidate for a silicone coating restoration. If excessive moisture is found within the roofing assembly or the roof is determined to be beyond the point where restoration is practical or cost-effective, a complete roof replacement should be considered.

The overall grade an the estimate replacement time are based on the suggested installation time and the condition this roof appears to be in.

Estimated Repair Costs: \$28,306.80



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Summary

Section: Section 1 Lower elevation
Size: 3600
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



1 - Section 1 Lower elevation (3,600 Sq Ft) Grade D

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
02-Membrane-Open Field Seam	15 LF		\$334.70		
Penetration Flashing-Damaged	1 EA	\$617.60			
03-Blisters	2 EA		\$636.00		
05-Penetration Flashing-Deteri...	10 EA	\$317.50			
Coating	3600 Sq Ft		\$26,401.00		
Total		\$935.10	\$27,371.70	\$0.00	\$0.00



Composition

Section: Section 2 Upper elevation
Size: 2900
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442



Modified bitumen
Concrete Deck
Perlite Insulation
Polyiso Insulation
Modified Bitumen roof system
(4" to 6" thick Tapered)



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442



Observations

Section: Section 2 Upper elevation
Size: 2900
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Roof overview facing south



Roof overview facing north



Roof overview facing east



Roof overview facing west



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Observations (continued)

Section: Section 2 Upper elevation
Size: 2900
Overall Grade: D
Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



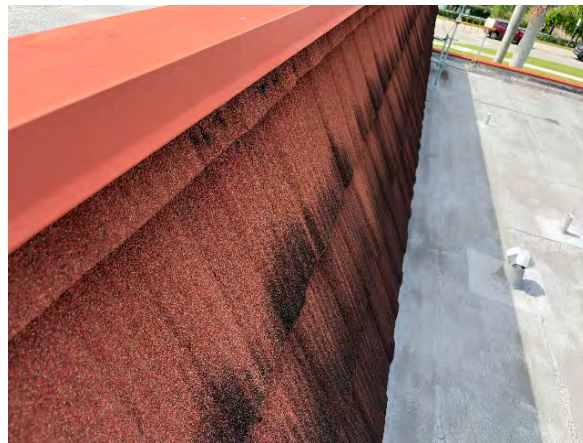
Typical primary scupper with flashing detail



Typical parapet wall with base flashing detail



Typical coping cap metal



Metal mansard overview



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Deficiencies

Section: Section 2 Upper elevation
Size: 2900
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - 03-Blisters (Remedial)

Quantity: 3 EA

Deficiency:

Blisters are an entrapment of air between the roof membrane and the underlying substrate. Blisters can continue to enlarge if left unrepaired and can lead to more costly repairs.

Corrective Action:

Cut open the blister to relieve entrapped air/moisture. Clean and prepare the repair area. Install new like membrane over the blister repair area.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

2H @ \$130.00 = \$ 260

Materials

Total + 15%

\$ 440 + 15%(\$66) = \$506

Repair Cost:

\$766.00



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Deficiencies (continued)

Section: Section 2 Upper elevation

Size: 2900

Overall Grade: D

Inspection Date: 07/09/2026

Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - 01-Puncture/Hole (Emergency)

Quantity: 4 EA

Deficiency:

Punctures/Holes in the membrane can allow water to enter the roof system that can cause damage to substrate materials and the interior of building.

Corrective Action:

Clean and prepare the roof repair area. Install a new membrane patch over the puncture.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

4H @ \$130.00 = \$ 520

Materials

Total + 15%

\$ 440 + 15%(\$66) = \$506

Repair Cost:

\$1,026.00



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Deficiencies (continued)

Section: Section 2 Upper elevation
Size: 2900
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - Coating (Remedial)

Quantity: 2900 Sq Ft

Deficiency:

The existing roof system is showing signs of normal age-related weathering and is an excellent candidate for a fluid-applied restoration system before more significant deterioration occurs.

Corrective Action:

Pressure clean roof and prep area. Apply base/primer coat @rate 2gal/SQ. Apply silicone Top coat @ rate 2gal/SQ.

NOTE: The proposed coating application is contingent upon the results of an approved moisture survey confirming that the existing roof assembly is suitable for restoration and the completion of the repairs listed above.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

124H @ \$130.00 = \$ 16,120

Materials Total + 15%

\$ 4,826.85 + 15%(\$724.03) = \$5,550.88

Repair Cost:

\$21,670.88



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442



Summary

Section: Section 2 Upper elevation
Size: 2900
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

Condition Summary

Membrane: D
 Flashings: D
 Sheet Metal: C

Overall: D

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining

Estimated Replacement: 2030

Recommendations

The roof of this building consist in Modified bitumen System over concrete deck. Based on satellite imagery this roof was install in 2007 and is currently in poor condition with few deficiencies and no active leaks at the moment of this inspection. Drainage is provide by primary scuppers located in the east side of the building, discharging thru downspouts above grounds.

Deficiencies are in the condition summary of this report. Deficiencies labeled emergency are possibly allowing water to enter the roof system and/or building and should be corrected to allow this roof to reach its estimated replacement date.

Due to the overall condition of the roof, a moisture survey is recommended to determine whether the existing roof system is a suitable candidate for a silicone coating restoration. If excessive moisture is found within the roofing assembly or the roof is determined to be beyond the point where restoration is practical or cost-effective, a complete roof replacement should be considered.

The overall grade an the estimate replacement time are based on the suggested installation time and the condition this roof appears to be in.

Estimated Repair Costs: \$23,462.88



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Summary

Section: Section 2 Upper elevation
Size: 2900
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



2 - Section 2 Upper elevation (2,900 Sq Ft) Grade D

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
03-Blisters	3 EA		\$766.00		
01-Puncture/Hole	4 EA	\$1,026.00			
Coating	2900 Sq Ft		\$21,670.88		
Total		\$1,026.00	\$22,436.88	\$0.00	\$0.00



City of Deerfield Beach - Firestation #66
590 South Powerline Road
Deerfield Beach, FL 33442

Budget Matrix

City of Deerfield Beach - Firestation #66
 Deerfield Beach, FL
 6500 Sq Ft

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining



			Emergency	Remedial	Replacement	Coating
1 - Section 1 Lower elevation (3,600 Sq Ft) Grade D						
Projected Replacement: 2030						
Deficiency	Qty					
02-Membrane-Open Field Seam	15 LF			\$334.70		
Penetration Flashing-Damaged	1 EA	\$617.60				
03-Blisters	2 EA			\$636.00		
05-Penetration Flashing-Deteri...	10 EA	\$317.50				
Coating	3600 Sq Ft			\$26,401.00		
Total			\$935.10	\$27,371.70	\$0.00	\$0.00
2 - Section 2 Upper elevation (2,900 Sq Ft) Grade D						
Projected Replacement: 2030						
Deficiency	Qty					
03-Blisters	3 EA			\$766.00		
01-Puncture/Hole	4 EA	\$1,026.00				
Coating	2900 Sq Ft			\$21,670.88		
Total			\$1,026.00	\$22,436.88	\$0.00	\$0.00
Budget Totals			Emergency	Remedial	Replacement	Coating
			\$1,961.10	\$49,808.58	\$0.00	\$0.00

Advanced Roofing Inc - FTL

1950 NW 22nd St Fort Lauderdale, FL 33311-2939



PROPERTY:

City of Deerfield Beach - Firestation #66

590 South Powerline Road

Deerfield Beach, FL

City of Deerfield Beach

150 Northeast 2nd Avenue

Deerfield Beach, FL 33441



Deficiency	Qty	Emergency	Remedial
02-Membrane-Open Field Seam	15 LF	\$0.0	\$334.70
Penetration Flashing-Damaged	1 EA	\$617.60	\$0.0
03-Blisters	2 EA	\$0.0	\$636.00
05-Penetration Flashing-Deteriorated Caulking	10 EA	\$317.50	\$0.0
Coating	3600 Sq Ft	\$0.0	\$26,401.00
Total		\$935.10	\$27,371.70

Deficiency	Qty	Emergency	Remedial
03-Blisters	3 EA	\$0.0	\$766.00
01-Puncture/Hole	4 EA	\$1,026.00	\$0.0
Coating	2900 Sq Ft	\$0.0	\$21,670.88
Total		\$1,026.00	\$22,436.88

☐ Emergency	\$1,961.10
☐ Remedial	\$49,808.58

Emergency and Remedial Repair Total	\$51,769.68
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Payment Terms established under Contract P2026-010

Signature: _____ Date: _____ \$ _____ Printed Name: _____ PO # _____		
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Management Report



City of Deerfield Beach
City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard, Deerfield Beach, FL





Site Overview

City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Total Sections: 4
Total Sq Ft: 14,384

Map	Name	Sq Ft	Est Install	Grade
1	Section 1	2,513	2002	D
2	Section 2	1,721	2002	D
3	Section 3	1,938	2002	D
4	Section 4	8,212	2002	F



Composition

Section: Section 1
Size: 2513
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Modified bitumen
Modified Bitumen Roof System
Perlite Insulation
Concrete Deck
(2 inches thick)



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Observations

Section: Section 1
Size: 2513
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Roof overview facing north



Roof overview facing south



Typical pitch pan flashing detail



Typical exhaust vent with curb base flashing detail



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Observations (continued)

Section: Section 1
Size: 2513
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Typical plumbing stack with flashing detail



Typical expansion joint



Typical stucco stop counter flashing



Typical gutter system with downspouts



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Deficiencies

Section: Section 1
Size: 2513
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - Electrical conduit - Detached (Remedial)

Quantity: 1 EA

Deficiency:

Electrical conduit is disconnected from junctural box.

Corrective Action:

Please contact your electrical contractor for a proper solution.



Modified Bitumen Roof - 02-Membrane-Open Field Seam (Emergency)

Quantity: 50 LF

Deficiency:

Open membrane seams allow water to enter the roof system that can cause damage to substrate materials and the interior of building.

Corrective Action:

Clean and prepare the seam repair area. Apply 3 courses system, which consist in 2 layers of roof mastic embedded in 1 layer of asphalt fabric. Apply compatible coating.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

5H @ \$130.00 = \$650.00

Materials

Total x 15%

\$316 x 15%(\$47.40) = \$363.40

Repair Cost:

\$1,013.40



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Deficiencies (continued)

Section: Section 1
Size: 2513
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - 12-Debris-Gutter (Emergency)

Quantity: 4 HRS

Deficiency:

Debris in the gutter inhibits the proper flow of water from the roof to the ground and away from the building.

Corrective Action:

Remove and dispose of all debris from the gutter.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

4H @ \$130.00 = \$520.00

Materials

Total x 15%

\$50 x 15%(\$7.5) = \$57.50

Repair Cost:

\$577.50



Modified Bitumen Roof - 01-Puncture/Hole (Remedial)

Quantity: 1 EA

Deficiency:

Punctures/Holes in the membrane can allow water to enter the roof system that can cause damage to substrate materials and the interior of building.

Corrective Action:

Clean and prepare the roof repair area. Install a new membrane patch over the puncture.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

1H @ \$130.00 = \$130.00

Materials

Total x 15%

\$178 x 15%(\$26.70) = \$204.70

Repair Cost:

\$334.70



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Deficiencies (continued)

Section: Section 1
Size: 2513
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - Coating-Repair (Remedial)

Quantity: 2513 Sq Ft

Deficiency:

The existing roof system is showing signs of normal age-related weathering and is an excellent candidate for a silicone applied restoration system before more significant deterioration occurs.

Corrective Action:

Pressure clean roof and prep area. Apply base/primer coat @rate 2gal/SQ. Apply silicone Top coat @ rate 2gal/SQ.

NOTE: The proposed coating application is contingent upon the results of an approved moisture survey confirming that the existing roof assembly is suitable for restoration and the completion of the repairs outline above.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

112H @ \$130.00 = \$14,560

Materials

Total x 15%

$\$4073.70 \times 15\% (\$611.05) = \$4,684.75$

Repair Cost:

\$19,244.75



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Summary

Section: Section 1
Size: 2513
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

Condition Summary

Membrane: D
Flashings: D
Sheet Metal: D

Overall: D

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining

Estimated Replacement: 2030

Recommendations

The roof of this building consist in Modified bitumen System over concrete deck. Based on satellite imagery this roof was install in 2002 and aluminum coated in 2010. This roof is currently in poor condition with few deficiencies and no active leaks at the moment of this inspection. Drainage is provide by gutter system located in the west and east side of this section and discharges thru downspouts above lower roofs.

Deficiencies are in the condition summary of this report. Deficiencies labeled as emergency are possibly allowing water to enter the roof system and/or building and should be corrected to allow this roof to reach its estimated replacement date. Due to the overall condition of the roof, a moisture survey is recommended to determine whether the existing roof system is a suitable candidate for a silicone coating restoration. If excessive moisture is found within the roofing assembly or the roof is determined to be beyond the point where restoration is practical or cost-effective, a complete roof replacement should be considered.

The overall grade an the estimate replacement time are based on the suggested installation time and the condition this roof appears to be in.

Estimated Repair Costs: \$21,170.35



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Summary

Section: Section 1
Size: 2513
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

1 - Section 1 (2,513 Sq Ft) Grade D

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Electrical conduit - Detached	1 EA		\$0.00		
02-Membrane-Open Field Seam	50 LF	\$1,013.40			
12-Debris-Gutter	4 HRS	\$577.50			
01-Puncture/Hole	1 EA		\$334.70		
Coating-Repair	2513 Sq Ft		\$19,244.75		
Total		\$1,590.90	\$19,579.45	\$0.00	\$0.00



Composition

Section: Section 2
Size: 1721
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Modified bitumen
Modified Bitumen Roof System
Perlite Insulation
Wood Deck
(2 inches thick)



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Observations

Section: Section 2
Size: 1721
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Roof overview facing north



Roof overview facing south



Typical wall with base flashing detail



Typical stucco stop counter flashing



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Observations (continued)

Section: Section 2
Size: 1721
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Typical plumbing stack with flashing detail



Typical pitch pan flashing detail



Typical expansion joint



Typical gutter system with downspouts



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Observations (continued)

Section: Section 2
Size: 1721
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Typical lighting protection



Typical coping cap metal



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Deficiencies

Section: Section 2
Size: 1721
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - 11-Debris-Roof (Emergency)

Quantity: 4 HRS

Deficiency:

Debris on the roof can lead cause poor drainage, premature failure of the roof membrane, and insect infestation.

Corrective Action:

Remove and dispose of all debris from the roof surface.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

4H @ \$130.00 = \$520.00

Materials

Total x 15%

\$50 x 15%(\$7.5) = \$57.50

Repair Cost:

\$577.50



Modified Bitumen Roof - 12-Debris-Gutter (Emergency)

Quantity: 4 HRS

Deficiency:

Debris in the gutter inhibits the proper flow of water from the roof to the ground and away from the building.

Corrective Action:

Remove and dispose of all debris from the gutter.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

4H @ \$130.00 = \$520.00

Materials

Total x 15%

\$50 x 15%(\$7.5) = \$57.50

Repair Cost:

\$577.50



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Deficiencies (continued)

Section: Section 2
Size: 1721
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - 02-Membrane-Open Field Seam (Emergency)

Quantity: 50 LF

Deficiency:

Open membrane seams allow water to enter the roof system that can cause damage to substrate materials and the interior of building.

Corrective Action:

Clean and prepare the seam repair area. Apply 3 courses system, which consist in 2 layers of roof mastic embedded in 1 layer of asphalt fabric. Apply compatible coating.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)
 hours at \$130.00 (2 men crew)

5H @ \$130.00 = \$650.00

Materials

Total x 15%

\$316 x 15%(\$47.40) = \$363.40

Repair Cost:

\$1,013.40



Modified Bitumen Roof - 03-Blisters (Remedial)

Quantity: 1 EA

Deficiency:

Blisters are an entrapment of air between the roof membrane and the underlying substrate. Blisters can continue to enlarge if left unrepaired and can lead to more costly repairs.

Corrective Action:

Cut open the blister to relieve entrapped air/moisture. Clean and prepare the repair area. Install new like membrane over the blister repair area.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)
 hours at \$130.00 (2 men crew)

1H @ \$130.00 = \$130.00

Materials

Total x 15%

\$178 x 15%(\$26.70) = \$204.70
Repair Cost:
\$334.70

Site Overview	Section 1	Section 2	Section 3	Section 4	Budget Matrix
	Composition	Observations	Deficiencies	Summary	



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Deficiencies (continued)

Section: Section 2
Size: 1721
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - Gutter is not attach (Emergency)

Quantity: 10 LF

Deficiency:

Gutter is not attach and does not allow the water to properly drain from the roof to the ground. The gutter needs to be reattach.

Corrective Action:

Re attach gutter

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

1H @ \$130.00 = \$130.00

Materials

Total x 15%

\$50 x 15%(\$7.5) = \$57.50

Repair Cost:

\$187.50



Modified Bitumen Roof - Coating (Remedial)

Quantity: 1721 Sq Ft

Deficiency:

The existing roof system is showing signs of normal age-related weathering and is an excellent candidate for a silicone applied restoration system before more significant deterioration occurs.

Corrective Action:

Pressure clean roof and prep area. Apply base/primer coat @rate 2gal/SQ. Apply silicone Top coat @ rate 2gal/SQ.

NOTE: The proposed coating application is contingent upon the results of an approved moisture survey confirming that the existing roof assembly is suitable for restoration and the completion of the repairs outline above.

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

70H @ \$130.00 = \$9,100

Materials

Total x 15%

\$3,084.93 x 15%(\$462.73) = \$3,547.66

Repair Cost:

\$12,647.66

Site Overview	Section 1	Section 2	Section 3	Section 4	Budget Matrix
	Composition	Observations	Deficiencies	Summary	



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Summary

Section: Section 2
Size: 1721
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

Condition Summary

Membrane: D
Flashings: D
Sheet Metal: D

Overall: D

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining

Estimated Replacement: 2030

Recommendations

The roof of this building consist in Modified bitumen System over concrete deck. Based on satellite imagery this roof was install in 2002 and aluminum coated in 2010. This roof is currently in poor condition with few deficiencies and no active leaks at the moment of this inspection. Drainage is provide by gutter system located in the east side of this section and discharges thru downspouts above grounds.

Deficiencies are in the condition summary of this report. Deficiencies labeled as emergency are possibly allowing water to enter the roof system and/or building and should be corrected to allow this roof to reach its estimated replacement date. Due to the overall condition of the roof, a moisture survey is recommended to determine whether the existing roof system is a suitable candidate for a silicone coating restoration. If excessive moisture is found within the roofing assembly or the roof is determined to be beyond the point where restoration is practical or cost-effective, a complete roof replacement should be considered.

The overall grade an the estimate replacement time are based on the suggested installation time and the condition this roof appears to be in.

Estimated Repair Costs: \$15,338.26



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Summary

Section: Section 2
Size: 1721
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

2 - Section 2 (1,721 Sq Ft) Grade D

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
11-Debris-Roof	4 HRS	\$577.50			
12-Debris-Gutter	4 HRS	\$577.50			
02-Membrane-Open Field Seam	50 LF	\$1,013.40			
03-Blisters	1 EA		\$334.70		
Gutter is not attach	10 LF	\$187.50			
Coating	1721 Sq Ft		\$12,647.66		
Total		\$2,355.90	\$12,982.36	\$0.00	\$0.00



Composition

Section: Section 3
Size: 1938
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Modified bitumen
Modified Bitumen Roof System
Perlite Insulation
Wood Deck
(2 inches thick)



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Observations

Section: Section 3
Size: 1938
Overall Grade: D

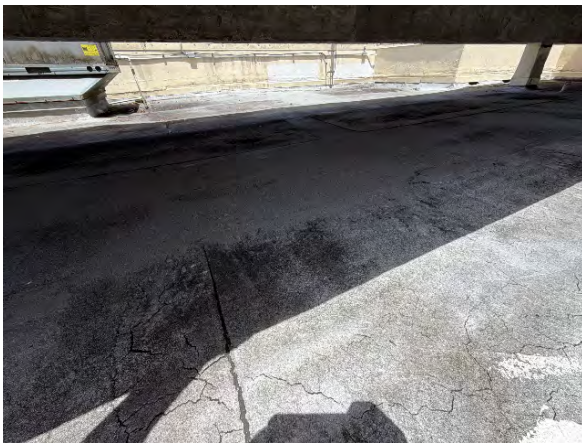
Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Roof overview facing south



Roof overview facing north



Roof overview facing west
Under skylight bridge



Roof overview



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Observations (continued)

Section: Section 3
Size: 1938
Overall Grade: D

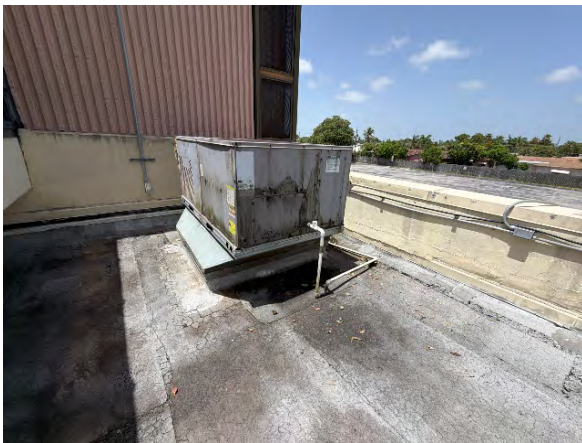
Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Roof overview facing east



Typical expansion joint



Typical Ac unit with curb base flashing detail



Typical roof drain with flashing detail



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Observations (continued)

Section: Section 3
Size: 1938
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Typical primary scupper with flashing detail



Typical coping cap metal



Column support with base flashing detail



Typical exhaust vent with curb base flashing detail

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Typical plumbing stack with flashing detail

City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441





City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Deficiencies

Section: Section 3
Size: 1938
Overall Grade: D
Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - Drain flashing - Deteriorated (Emergency)

Quantity: 1 EA

Deficiency:

Existing flashing is falling, this could lead to water intrusion into roof substrate and/or building's interior.

Corrective Action:

Remove existent flashing. clean and prep area. Re-flashing drains per industrial standards.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

17H @ \$130.00 = \$2210.00

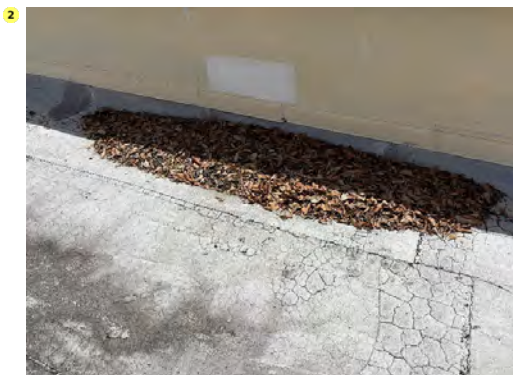
Materials

Total x 15%

\$511 x 15%(\$76.65) = \$587.65

Repair Cost:

\$2,797.65



Modified Bitumen Roof - 11-Debris-Roof (Emergency)

Quantity: 4 HRS

Deficiency:

Debris on the roof can lead cause poor drainage, premature failure of the roof membrane, and insect infestation.

Corrective Action:

Remove and dispose of all debris from the roof surface.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

4H @ \$130.00 = \$520.00

Materials

Total x 15%

\$50 x 15%(\$7.50) = \$57.50

Repair Cost:

\$577.50



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Deficiencies (continued)

Section: Section 3
Size: 1938
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - Missing drain baskets (Remedial)

Quantity: 2 EA

Deficiency:

Drain baskets are missing allowing debris to enter the roof drains.

Corrective Action:

Install (2) 15" new drain baskets and secure them in place.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

1H @ \$130.00 = \$130

Materials

Total x 15%

\$340 x 15%(\$51.00) = \$391.00

Repair Cost:

\$521.00



Modified Bitumen Roof - Deteriorated Caulking at coping cap joint (Emergency)

Quantity: 10 EA

Deficiency:

Deteriorated caulking can allow water to enter the roof system that can cause damage to substrate materials and the interior of building.

Corrective Action:

Clean and remove the old caulking from the area. Install new sealant to provide a watertight seal.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs

(shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

3H @ \$130.00 = \$390.00

Materials

Total x 15%

\$50 x 15%(\$7.5) = \$57.50

Repair Cost:

\$447.50



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Deficiencies (continued)

Section: Section 3
Size: 1938
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - Coating (Remedial)

Quantity: 1938 Sq Ft

Deficiency:

The existing roof system is showing signs of normal age-related weathering and is an excellent candidate for a silicone applied restoration system before more significant deterioration occurs.

Corrective Action:

Pressure clean roof and prep area. Apply base/primer coat @rate 2gal/SQ. Apply silicone Top coat @ rate 2gal/SQ.

NOTE: The proposed coating application is contingent upon the results of an approved moisture survey confirming that the existing roof assembly is suitable for restoration.

RPW22137MM-A

Labor crew rate for unscheduled roof repairs
 (shingle,tile,BUR,Membrane etc)

hours at \$130.00 (2 men crew)

95H @ \$130.00 = \$12,350

Materials

Total x 15%

\$4,173.91 x 15%(\$626.08) = \$4,799.99

Repair Cost:

\$17,149.99



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Summary

Section: Section 3
Size: 1938
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

Condition Summary

Membrane: D
Flashings: D
Sheet Metal: D

Overall: D

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining

Estimated Replacement: 2030

Recommendations

The roof of this building consist in Modified bitumen System over concrete deck. Based on satellite imagery this roof was install in 2002 and aluminum coated in 2010. This roof is currently in poor condition with few deficiencies and no active leaks at the moment of this inspection. Drainage is provide by internal drain system,

Deficiencies are in the condition summary of this report. Deficiencies labeled as emergency are possibly allowing water to enter the roof system and/or building and should be corrected to allow this roof to reach its estimated replacement date. Due to the overall condition of the roof, a moisture survey is recommended to determine whether the existing roof system is a suitable candidate for a silicone coating restoration. If excessive moisture is found within the roofing assembly or the roof is determined to be beyond the point where restoration is practical or cost-effective, a complete roof replacement should be considered.

The overall grade an the estimate replacement time are based on the suggested installation time and the condition this roof appears to be in.

Estimated Repair Costs: \$21,493.64



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Summary

Section: Section 3
Size: 1938
Overall Grade: D

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

3 - Section 3 (1,938 Sq Ft) Grade D

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Drain flashing - Deteriorated	1 EA	\$2,797.65			
11-Debris-Roof	4 HRS	\$577.50			
Missing drain baskets	2 EA		\$521.00		
Deteriorated Caulking at copin...	10 EA	\$447.50			
Coating	1938 Sq Ft		\$17,149.99		
Total		\$3,822.65	\$17,670.99	\$0.00	\$0.00



Composition

Section: Section 4
Size: 8212
Overall Grade: F

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

City of Deerfield Beach - Fire Station #4 928 East Hillsboro Boulevard Deerfield Beach, FL 33441



Modified bitumen
 1/2 "Modified Bitumen
 1/2" Wood fiber board
 1.5" Polyiso
 1/2" Asphalt
 Concrete deck
 (3" thick)



Modified bitumen
 1/2 "Modified Bitumen
 1/2" Wood fiber board
 1.5" Polyiso
 1/2" Asphalt
 Concrete deck
 (3" thick)



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Observations

Section: Section 4
Size: 8212
Overall Grade: F

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Roof overview facing east



Roof overview facing west



Roof overview facing north



Roof overview facing south



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Observations (continued)

Section: Section 4
Size: 8212
Overall Grade: F

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Typical AC unit with curb base flashing detail



Typical parapet wall with base flashing detail



Typical intake vent with curb base flashing detail



Typical plumbing stack with flashing detail



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Observations (continued)

Section: Section 4
Size: 8212
Overall Grade: F

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Typical roof hatch with curb base flashing detail



Typical exhaust vent with curb base flashing detail



Typical roof drain with flashing detail



Typical termination bar counter flashing



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Observations (continued)

Section: Section 4
Size: 8212
Overall Grade: F

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Typical overflow with flashing detail



Typical pitch pan flashing detail



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Deficiencies

Section: Section 4
Size: 8212
Overall Grade: F

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - Roof at finish state (Remedial)

Quantity: 8212 Sq Ft

Deficiency:

The roof system has reached the end of its useful service life and is in a failed condition. A complete roof replacement is recommended

Corrective Action:

Price for replacement could be provide upon request.



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Deficiencies (continued)

Section: Section 4
Size: 8212
Overall Grade: F

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL



Modified Bitumen Roof - Core test Repair (Remedial)

Quantity: 2 EA

Deficiency:

Core test repair.

Corrective Action:

Perform repairs at core test locations.



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Summary

Section: Section 4
Size: 8212
Overall Grade: F

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

Condition Summary

Membrane: F
Flashings: F
Sheet Metal: F

Overall: F

Estimated Replacement: 2027

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining

Recommendations

The roof of this section consist in Modified bitumen system over a concrete deck. Based on satellite imagery this roof was install in 2002. The roof system has reached the end of its useful service life and is in a failed condition. drainage is provide by internal drain system located in the south side of this section.

Based on the observed conditions, the existing roof is beyond the point where repairs would be effective. While isolated repairs may temporarily reduce water intrusion, they would not resolve the overall deterioration or extend the service life of the roof in a meaningful way. In addition, core test results confirmed that the insulation and underlying roof components have been compromised by elevated moisture levels, indicating that water has infiltrated the roofing assembly over an extended period.

A full roof replacement is highly recommended to restore the building's structural integrity and provide a long-term watertight roofing system.



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441



Summary

Section: Section 4
Size: 8212
Overall Grade: F

Inspection Date: 07/09/2026
Inspector: Jorge Carlos Alcantara FTL

4 - Section 4 (8,212 Sq Ft) Grade F

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Roof at finish state	8212 Sq Ft		\$0.00		
Core test Repair	2 EA		\$0.00		
Total		\$0.00	\$0.00	\$0.00	\$0.00



City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL 33441

Budget Matrix

City of Deerfield Beach - Fire Station #4
 Deerfield Beach, FL
 14384 Sq Ft

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining



1 - Section 1 (2,513 Sq Ft) Grade D

Projected Replacement: 2030

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Electrical conduit - Detached	1 EA		\$0.00		
02-Membrane-Open Field Seam	50 LF	\$1,013.40			
12-Debris-Gutter	4 HRS	\$577.50			
01-Puncture/Hole	1 EA		\$334.70		
Coating-Repair	2513 Sq Ft		\$19,244.75		
Total		\$1,590.90	\$19,579.45	\$0.00	\$0.00

2 - Section 2 (1,721 Sq Ft) Grade D

Projected Replacement: 2030

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
11-Debris-Roof	4 HRS	\$577.50			
12-Debris-Gutter	4 HRS	\$577.50			
02-Membrane-Open Field Seam	50 LF	\$1,013.40			
03-Blisters	1 EA		\$334.70		
Gutter is not attach	10 LF	\$187.50			
Coating	1721 Sq Ft		\$12,647.66		
Total		\$2,355.90	\$12,982.36	\$0.00	\$0.00

3 - Section 3 (1,938 Sq Ft) Grade D

Projected Replacement: 2030

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Drain flashing - Deteriorated	1 EA	\$2,797.65			
11-Debris-Roof	4 HRS	\$577.50			
Missing drain baskets	2 EA		\$521.00		
Deteriorated Caulking at copin...	10 EA	\$447.50			
Coating	1938 Sq Ft		\$17,149.99		
Total		\$3,822.65	\$17,670.99	\$0.00	\$0.00

4 - Section 4 (8,212 Sq Ft) Grade F

Projected Replacement: 2027

Deficiency	Qty	Emergency	Remedial	Replacement	Coating
Roof at finish state	8212 Sq Ft		\$0.00		

Core test Repair	2 EA		\$0.00		
Total		\$0.00	\$0.00	\$0.00	\$0.00
		Emergency	Remedial	Replacement	Coating
Budget Totals		\$7,769.45	\$50,232.80	\$0.00	\$0.00

Site Overview
Section 1
Section 2
Section 3
Section 4
Budget Matrix

Advanced Roofing Inc - FTL

1950 NW 22nd St Fort Lauderdale, FL 33311-2939



City of Deerfield Beach
150 Northeast 2nd Avenue
Deerfield Beach, FL 33441



PROPERTY:

City of Deerfield Beach - Fire Station #4
928 East Hillsboro Boulevard
Deerfield Beach, FL



Deficiency	Qty	Emergency	Remedial
Electrical conduit - Detached	1 EA	\$0.0	\$0.00
02-Membrane-Open Field Seam	50 LF	\$1,013.40	\$0.0
12-Debris-Gutter	4 HRS	\$577.50	\$0.0
01-Puncture/Hole	1 EA	\$0.0	\$334.70
Coating-Repair	2513 Sq Ft	\$0.0	\$19,244.75
Total		\$1,590.90	\$19,579.45

Deficiency	Qty	Emergency	Remedial
11-Debris-Roof	4 HRS	\$577.50	\$0.0
12-Debris-Gutter	4 HRS	\$577.50	\$0.0
02-Membrane-Open Field Seam	50 LF	\$1,013.40	\$0.0
03-Blisters	1 EA	\$0.0	\$334.70
Gutter is not attach	10 LF	\$187.50	\$0.0
Coating	1721 Sq Ft	\$0.0	\$12,647.66
Total		\$2,355.90	\$12,982.36

Deficiency	Qty	Emergency	Remedial
Drain flashing - Deteriorated	1 EA	\$2,797.65	\$0.0
11-Debris-Roof	4 HRS	\$577.50	\$0.0
Missing drain baskets	2 EA	\$0.0	\$521.00
Deteriorated Caulking at coping cap joint	10 EA	\$447.50	\$0.0
Coating	1938 Sq Ft	\$0.0	\$17,149.99
Total		\$3,822.65	\$17,670.99

Deficiency	Qty	Emergency	Remedial
Roof at finish state	8212 Sq Ft	\$0.0	\$0.00
Core test Repair	2 EA	\$0.0	\$0.00
Total		\$0.00	\$0.00

☐ Emergency	\$7,769.45
☐ Remedial	\$50,232.80

Emergency & Remedial Repairs Total	\$ 58,002.25
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Payment Terms established under Contract P2026-010

Signature: _____ Date: _____ \$ _____		
Printed Name: _____ PO # _____		



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-414

Agenda Date: 8/18/2026

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 the Interlocal Agreement with Broward County for cost share support of the Broward Water Partnership/Conservation Pays Program; providing for 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: \$36,000 (or less) annually for 5 years

Account Name: Government Fees and Permits

Account Number: 401-300-360-3602-000-53600-503929

Background/History

The City participates in the Broward Water Partnership, a water conservation program that is not only mandatory per our water use permit with the South Florida Water Management District but also essential for fostering resident engagement in water conservation. This program is established via an Interlocal Agreement between Broward County and municipalities within the County, with the County providing overall program administration.

In 2007, the South Florida Water Management District adopted the Regional Water Availability (RWA) Rule to ensure the preservation of regional water resources in support of Everglades restoration. In May 2008, the Broward Water Resources Task Force ("Task Force") was created to identify and evaluate potential regional and sub-regional water supply projects and conservation opportunities. The Task Force concluded that water conservation provides the most cost-effective means of generating the additional water needed to meet the region's projected demands. In June 2010, the Task Force issued a final report containing several recommendations for immediate implementation of regional water conservation efforts.

In response, the Broward Water Partnership was formed in 2011. Participating water utilities committed resources to fund a regional rebate and incentives program, while Broward County provided funding for consultant services to support branding, marketing, outreach, and implementation. This program was subsequently branded "Conservation Pays." The City has successfully partnered with Broward County throughout the previous five-year Interlocal Agreement terms.

Current Activity

The County will provide overall administration of the Agreement, including financial and annual reporting. The County will also:

- Coordinate at least one annual meeting with Partners to present program achievements, review administrative or logistical issues, and consider new promotional opportunities.
- Provide reports to Partners upon request regarding rebate expenditures, device deliveries, and water savings.
- Submit an Annual Report outlining program performance and the achievement of goals and objectives. This report will include a comparison of planned vs. implemented measures, marketing efforts (including media buys), an analysis of marketing relative to rebate activities, a summary of leveraged funds and awards, and recommendations for the future. The report will also address any unanticipated delays or issues necessitating program modification. The County shall provide the Annual Report within one month following the completion of the County's fiscal year.

The City agrees to pay an annual base cost of \$18,581.81 for media outreach and administration, subject to a 3% annual cost-of-living adjustment in years two through five, plus reimbursement of incentive/rebate costs actually incurred by the County.

The County agrees to contribute a total amount not to exceed \$125,000.00 annually toward meeting the collective obligations of the parties to the Agreement.

Recommendation

It is recommended that the City Commission approve the Interlocal Agreement between the City of Deerfield Beach and Broward County for Cost Share Support Funding through the Broward Water Partnership Conservation Pays Program.

RESOLUTION NO. 2026/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, APPROVING
AND AUTHORIZING EXECUTION OF THE INTERLOCAL
AGREEMENT WITH BROWARD COUNTY FOR COST
SHARE SUPPORT OF THE BROWARD WATER
PARTNERSHIP/CONSERVATION PAYS PROGRAM;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Broward Water Partnership funds the Conservation Pays Program (the “Program”), which is a regional rebate and incentive program administered by Broward County's Natural Resources Division; and

WHEREAS, the Program is a Broward County (the “County”) coordinated program with municipal and utility partners to educate and encourage residents and businesses in the County to adopt an enduring water conservation ethic that supports long-term water resource sustainability and to achieve permanent and measurable water savings through replacement of low-efficiency plumbing fixtures with high-efficiency models, and provide incentives for retrofitting existing fixtures with new, high efficiency plumbing fixtures; and

WHEREAS, the City of Deerfield Beach (the “City”) participates in the Broward Water Partnership, which participation is not only mandatory through the City's water use permit with the South Florida Water Management District but is also essential for fostering resident engagement in water conservation; and

WHEREAS, to facilitate the Program, the City and County desire to enter into the Interlocal Agreement, attached as Exhibit “1”, for cost share support of the Program (the “Agreement”); and

WHEREAS, pursuant to the Agreement, the County will provide \$125,000.00 annually towards meeting all obligations of the Program; and

WHEREAS, the City agrees to pay: (i) an annual base cost for media, outreach, and administration, subject to an annual adjustment of 3% in years 2 through 5 (the “Base Cost”), and (ii) reimbursement of incentives and rebate costs actually issued within City’s service areas within the applicable year by County (the “Rebate Amounts”), up to the annual maximum not to exceed amounts set forth in Exhibit “B” of the Agreement (ex. Year 1: not to exceed \$18,581.81 for Base Costs and \$14,976.00 for Rebate Amounts); and

WHEREAS, the term of the Agreement is effective upon execution and will expire on September 30, 2031, and may be renewed for one additional five year term on the same rates, terms and conditions; and

WHEREAS, City staff recommends that the City Commission approve 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 cost share support of the Program.

Section 3. The Mayor and City Manager are hereby authorized to execute the Agreement with the 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

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH FOR COST SHARE SUPPORT OF BROWARD WATER PARTNERSHIP/CONSERVATION PAYS PROGRAM

This Interlocal Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the City of Deerfield Beach, a [municipal corporation of the State of Florida] ("Participant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Broward Water Partnership funds the Conservation Pays Program, a regional rebate and incentives program administered by Broward County's Natural Resources Division ("Program").

B. The Program is a County-coordinated program with municipal and utility partners and uniform branding that distinguishes this collaborative program. The objectives of the Program are to encourage residents and businesses in Broward County to adopt an enduring water conservation ethic that supports long-term water resource sustainability and to achieve permanent and measurable water savings through replacement of low-efficiency plumbing fixtures with high-efficiency models.

C. The Program implements an aggressive media campaign to promote the overall need for water conservation, provide residents and businesses with information on ways to reduce their water consumption, and promote the availability of Program resources.

D. The Program provides incentives for retrofitting existing fixtures with new, high efficiency plumbing fixtures through offers of free water-saving fixtures and rebates. Incentives and rebates will be provided for specific retrofitting to include high efficiency toilets, pre-rinse spray valves, faucets, aerators, and showerheads, and other combinations of water-saving fixtures of equal value approved by County.

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. **City Manager** or **Town Manager** means the mayor, manager, or administrator, whichever is applicable, that is the chief executive officer of Participant.

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Contract Administrator** means the Director of Natural Resources Division, the Assistant Director of Natural Resources Division, or such other person designated by the Director of Natural Resources Division in writing.

1.6. **Services** means all work required under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as **Exhibit A**.

ARTICLE 2. SCOPE OF SERVICES

2.1. County shall perform all County obligations, including, without limitation, County Responsibilities specified in **Exhibit A** (the “**Scope of Services**”).

2.2. Participant agrees to perform all Participant obligations identified in this Agreement including, without limitation, the Participant Responsibilities specified in the Scope of Services outlined in **Exhibit A**.

2.3. The Scope of Services is a description of Parties’ respective obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by that Party impractical, illogical, or unconscionable.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues through September 30, 2031 (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and Renewal Term, as those terms are defined in this article, are collectively referred to as the “Term.”

3.2. Renewals. County may renew this Agreement for up to one (1) additional five (5) year term (a “Renewal Term”) on the same rates, terms, and conditions stated in this Agreement by sending written notice to Participant at least thirty (30) days prior to the expiration of the then-current term. The County Administrator is authorized to exercise the Renewal Term and notice of same to Participant by electronic mail alone shall be effective and sufficient.

ARTICLE 4. FINANCIAL CONTRIBUTION

4.1. County agrees to provide the aggregate amount of one hundred twenty-five thousand dollars (\$125,000.00) annually, inclusive of County’s obligations under agreements with all Program participants, towards meeting all obligations of the Program as outlined in **Exhibit A**, including those responsibilities under this agreement with Participant and the agreements with all other municipal partners.

4.2. For all Services provided under this Agreement, Participant agrees to pay (i) an annual base cost for media, outreach, and administration (“Base Cost”), subject to an annual adjustment of 3% in years 2 through 5, and (ii) reimbursement of incentives and rebate costs actually issued

within Participant's service areas within the applicable year by County, up to the maximum not-to-exceed amounts as set forth in **Exhibit B**. Participant will not front the cost of individual rebates and incentives. Instead, County will invoice Participant the Base Amount and any additional incentives and rebates actually issued within Participant's service areas within a given year up to the maximum not-to-exceed costs reflected in the chart in **Exhibit B**.

County will make a good-faith effort to conduct as many evaluations and distribute as many rebates as possible within the designated amount identified in the Scope of Services attached as **Exhibit A** of this Agreement.

4.3. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. In the event the County or Participant does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary.

4.4. County may invoice Participant within 45 days after the Effective Date and annually thereafter for the amounts set forth in **Exhibit B**. Participant must pay County the invoiced amount no later than 45 days after the date of the invoice. Payment shall be made to County at:

Broward County Board of County Commissioners
Director, Natural Resources Division
115 South Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301

ARTICLE 5. INSURANCE

The Parties are entities subject to Section 768.28, Florida Statutes, and upon request, shall furnish the other Party with written verification of liability protection in accordance with state law.

ARTICLE 6. TERMINATION

6.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, Participant's failure to suitably or continuously perform the Services required of Participant in a manner calculated to meet or accomplish the objectives in this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County

erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 6.2, effective thirty (30) days after such notice was provided.

6.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Participant. Participant 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 Participant of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator or City Manager upon such notice as the County Administrator or City Manager deems appropriate under the circumstances if the County Administrator or City Manager determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, County shall be paid for the Base Cost and at any additional incentives or rebates actually issued within Participant's service areas through the termination date specified in the written notice of termination, and Participant shall have no further obligation to pay County for additional Services under this Agreement after termination.

6.3. Notice of termination 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.

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY

7.1 Participant 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. Participant shall include the foregoing or similar language in its contracts with all subcontractors providing Services under this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Participant to manage and supervise the performance of this Agreement. Participant acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

8.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Participant specifically for County in connection with

performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and, subject to public records laws and retention obligations, Participant 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 and shall be delivered by Participant to the Contract Administrator within seven (7) days after expiration or termination.

8.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County or Participant 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. If Participant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Participant shall:

8.3.1. Keep and maintain public records required by County to perform the Services;

8.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

8.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law throughout the Term and after completion or termination of this Agreement if the records are not transferred to County; and

8.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Participant or keep and maintain public records required by County to perform the Services. If Participant transfers the records to County, Participant shall destroy any duplicate public records that are exempt or confidential and exempt. If Participant keeps and maintains the public records, Participant shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Participant receives a request for public records regarding this Agreement or the Services, Participant must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Participant must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Participant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Participant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Participant must, simultaneous with the submission of any Restricted Material, provide

a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Participant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Participant as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Participant, or the claimed exemption is waived. Any failure by Participant to strictly comply with the requirements of this section shall constitute Participant's waiver of County's obligation to treat the records as Restricted Material. Participant must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-519-1270, VBALTA@BROWARD.ORG, 115 S ANDREWS AVE., ROOM 329H, FORT LAUDERDALE, FLORIDA 33301.

8.4. Prohibited Telecommunications. Participant represents and certifies that Participant does not use, and for 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 C.F.R. §§ 52.204-24 through 52.204-26.

8.5. Independent Contractor. The Parties are independent contractors, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Party nor their agents shall act as officers, employees, or agents of the other. Neither party shall not have the right to bind the other to any obligation not expressly undertaken under this Agreement.

8.6. 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.

8.7. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party

is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law.

8.8. Third-Party Beneficiaries. Neither Participant 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.

8.9. Notices. 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). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Natural Resources Division
Broward Water Partnership/Conservation Pays Program
Attn: Vanessa Balta, Water Conservation Manager
115 South Andrews Avenue, Room 329H, Fort Lauderdale, Florida 33301
Email address: vbalta@broward.org

FOR PARTICIPANT:

City of Deerfield Beach Environmental Services
200 Goolsby Blvd, Deerfield Beach, FL 33442
Email address: dfbenv@deerfieldbeachfl.gov; amocanu@deerfieldbeachfl.gov

8.10. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of the other Party. 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.

8.11. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, to the extent provided by law, Participant is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Participant must ensure that any use of generative artificial intelligence tools by Participant or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Participant must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

8.12. 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.

8.13. Compliance with Laws. Participant and the Services must comply with all Applicable Law, including, without limitation, 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, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

8.14. 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.

8.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

8.16. 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.

8.17. 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.

8.18. 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.**

8.19. 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 Participant.

8.20. 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.

8.21. Payable Interest.

8.21.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Participant for any reason, whether as prejudgment interest or for any other purpose, and Participant 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.

8.21.2. 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).

8.22. 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.

8.23. 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.

8.24. Use of Parties' Name or Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the other Party. Consent to use the County's logo may be provided by the Contract Administrator. Consent to use the Participant's logo may be provided by the City Manager.

8.25. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.26. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Participant, Participant hereby attests under penalty of perjury that Participant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Participant declares that they have read the foregoing statement and that the facts stated in it are true.

8.27. Section 125.595 Compliance. Participant represents and warrants that the Services provided under this Agreement do not constitute or relate to diversity, equity, or inclusion. Participant is expressly prohibited from using any funds provided by County or under this Agreement to promote diversity, equity, or inclusion initiatives, or for any program or activity that relates to diversity, equity, or inclusion. As used herein, “diversity, equity, or inclusion” has the meaning set forth in Section 125.595(b), Florida Statutes. This section does not prohibit Participant from engaging in any activity permitted by Section 125.595, Florida Statutes, including but not limited to any action required for compliance with state or federal laws or regulations.

8.28. Section 287.139 Compliance. Participant certifies that Participant does not and will not use County or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes.

(The remainder of this page is 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 Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and City of Deerfield Beach, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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 _____
Attorney's Name (Date)
Senior/Assistant County Attorney

By _____
Attorney's Name (Date)
Deputy County Attorney

DK/gmb
Conservation Pays ILA
07/01/2025
#____.____

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF DEERFIELD BEACH
FOR COST SHARE SUPPORT OF BROWARD WATER PARTNERSHIP/CONSERVATION PAYS
PROGRAM**

PARTICIPANT

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
TODD DROSKY, MAYOR

HEATHER MONTEMAYOR, CITY CLERK

Date: _____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency
subject to execution by the parties:

Anthony C. Soroka, City Attorney

Exhibit A
Scope of Services
Broward Water Partnership/Conservation Pays Program

INTRODUCTION

The Conservation Pays Program (“Program”) is a County-coordinated program with municipal and utility partners, and uniform branding that distinguishes this collaborative Program. Year-round messaging promotes water conservation, which is heightened during dry months and periods of water shortage. Promotion and coordination of rebates and incentives is coordinated by the County, with an annual goal of distributing two thousand (2,000) toilet rebates, along with the production of promotional materials, articles, a recognition program, and community outreach.

The proposed Scope of Services builds upon achievements already realized through implementation of the Program during its first three (3) five-year periods. The Scope of Services, below, details the Program elements, obligations, and commitments of the Parties in the delivery of the water conservation and incentives program within Participant's jurisdiction. This scope of work covers five (5) years of Program implementation.

The County will provide these services to achieve water conservation, cost savings, and greater environmental stewardship within residences and businesses throughout the County. This effort consists of both: i) a technical approach designed to replace water fixtures with higher efficiency models and reduce demand throughout residences and business operations, thereby resulting in documented water and cost savings, and supporting energy conservation; and ii) an education and outreach approach aimed at championing the overall need to conserve water. The County will coordinate the overall effort and the Participant will aid in Program implementation as outlined below.

1. SCOPE OF SERVICES

The Scope of Services in support of the Partnership Agreement is undertaken through the following series of tasks.

COUNTY RESPONSIBILITIES:

A. ADMINISTRATION OF THE PROGRAM

- a. Provide overall administration of the Agreement. Except as otherwise provided, administration of the Program will be left to the sole discretion of the County.
- b. Coordinate at least one (1) meeting annually with Participant to present the Program’s annual achievements, review administrative or logistical program

issues, and consider new program promotions and opportunities for improvement.

- c. Provide reports to Participant as requested on rebate expenditures, device deliveries, and water savings, including an Annual Report outlining the performance of the program and the meeting of goals and objectives. It will include a comparison of planned vs. implemented measures, communications tools, marketing efforts (including media buys), an analysis of marketing efforts relative to rebate activities, a report on leveraged funds, a summary of Program awards, identification of Program needs and opportunities, and recommendations going forward. The report will also address any unanticipated delays and issues that necessitate modification of the Program. County shall provide the Annual Report within one (1) month following the completion of the County's fiscal year.
- d. Optionally seek additional funds and support from local, state, and national sources including, but not limited to, SFWMD's Local Cooperative Funding Program, Water Sense Partnership (EPA), and local groups. In addition, County may solicit support from sponsors through County's Advantage Marketing program. Funds obtained from additional sources may be used to provide additional rebates or to offset other costs at County's discretion.

B. CONSERVATION PAYS PROGRAM

- a. County will develop and promote media campaigns designed to: i) impart water conservation messages to residents (brochures, website, etc.); ii) identify opportunities to distribute water-saving information and Program promotional materials to communities, businesses, schools, and other venues of interest; iii) and develop and deliver to residents and businesses through various media educational materials on the need to conserve water and ways to save water. Residents, employees, businesses, homeowner associations, and other organizations that include utility customers are the target audiences. Categories of media to be considered for promoting the Program include pieces for written publications (newspapers, trade publications, newsletters, brochures), broadcast media (television, radio, automated phone lines), social media, and mobile device-compatible websites.
- b. County may allow the term to expire for the County's existing marketing and outreach vendor contract and may assume primary responsibility for Program branding, Program website, database management, media buys, and promotional

campaigns. For cost-effectiveness, campaigns will be designed to integrate as much as possible with existing regional outreach initiatives and media sources. County may procure consulting services to assist in overall Program development and implementation on an as-needed basis.

- c. County will promote the water conservation and incentives initiative through interaction with consumer groups, the plumbing industry, and fixture vendors. County will identify to Participant opportunities to highlight results and publicize successes. County will work with Participant to complete the following tasks, including, but not limited to: develop and maintain Program branding and a Program website, prepare newsprint advertisements, arrange media buys, develop promotional articles, produce PSAs for viewing on public access channels and the County's video-on-demand service, design print materials, and develop promotional concepts.
- d. County will work with Participant to facilitate coordination of resources and communications among the network of partners. County will create a database that identifies partners, Program services, and educational resources and provide Program materials (brochures, fliers, posters) in electronic form for reproduction by Participant. County will generate and post a detailed list of preferred educational resources on the Program's main website. Participant will share the Program materials and preferred educational resources within its service area and with its residents and businesses.
- e. County will coordinate with device vendors to: i) promote the Program and eligible devices; ii) manage and process rebates; iii) coordinate the purchase of conservation devices for exchange and giveaway; iv) coordinate with Participant to identify appropriate points of distribution; v) promote both residential and commercial opportunities; vi) provide for full accounting/tracking; and vii) provide additional outreach/promotion where demand may be less than availability.
- f. County will work with residents to guide them through the incentives process; work with regional vendors to ensure the availability of the desired retrofit fixtures and establish agreements for bulk purchasing; establish working relationships with the plumbing industry and fixture vendors; receive and evaluate resident applications for eligibility for replacement and rebates; manage the acquisition and distribution of fixtures to be provided to residents free of charge; manage the collection and disposal of replaced fixtures; manage the preparation and issuance of rebate checks; collect and analyze resident survey data; and evaluate the success of the incentives initiative.

PARTICIPANT RESPONSIBILITIES

- a. Provide a point of contact to coordinate with on matters pertaining to this Agreement and inform County in writing within thirty (30) days after a change to the point of contact.
- b. Participate in coordination meetings and provide comments within thirty (30) days after request on programmatic matters. Following such thirty (30) day period, County may assume Participant has no comments if none have been provided.
- c. Coordinate with County to promote the Program, including identifying points of distribution and promotional outlets available to Participant to promote the Program and services within Participant's jurisdiction and actively coordinate with County on Program promotions utilizing municipal media outlets and communications.
- d. Inform County in writing no later than the start of the fourth (4th) quarter of each Program year of any increases or decreases to the total dollar amount to be paid out for rebates or incentives as set forth in Exhibit B for the upcoming program year. For clarity, Participant may not modify the Base Cost absent a formal amendment to this Agreement.

EXHIBIT B
PAYMENT SCHEDULE

For all Services provided under this Agreement, Participant agrees to pay up to the maximum not to exceed amount as set forth in the chart below, including (i) an annual Base Cost for media, outreach, and administration, which amount shall increase annually by 3% (which annual increase is included in years 2 through 5 below), and (ii) reimbursement of incentives and rebate costs actually incurred by County. Participant will not front the cost of individual rebates and incentives, but will be invoiced up to the maximum not-to-exceed costs exhibited in the chart below, by the County for the actual rebates and incentives issued within their service areas within a given year.

Year	Base Cost (Media, Outreach & Administration)	Rebate/Incentives Amount	Maximum Not to Exceed Amount	Invoice Submitted by:
1	\$18,581.81	\$14,976.00	\$33,557.81	August 20, 2027
2	\$19,139.26	\$14,976.00	\$34,115.26	August 20, 2028
3	\$19,713.44	\$14,976.00	\$34,689.44	August 20, 2029
4	\$20,304.85	\$14,976.00	\$35,280.85	August 20, 2030
5	\$20,913.99	\$14,976.00	\$35,889.99	August 20, 2031



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-421

Agenda Date: 8/18/2026

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 Work Authorization with Coastal Protection Engineering, LLC to provide professional engineering services for a citywide canal bathymetric survey and dredging assessment, municipal land surveys and platting, and permit closeout surveys, in an amount not to exceed \$248,318.60; providing for execution and an effective date. (*Funds from multiple accounts*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$248,318.60 (Environmental Services \$127,338.60; Planning and Zoning Department \$120,980.00)

Account Name: Other Contractual Services — Environmental Services Department

Account Number: 460-300-360-3800-000-53800-503299

Secondary Account Name: Other Contractual Services — Planning & Zoning Department

Secondary Account Number: 100-100-150-1500-000-51500-503299

Background/History

The City last conducted a comprehensive canal dredging analysis in 2016. Because a decade has passed, the City is now due for a renewed analysis to accurately assess sediment accumulation and determine which specific city canals require dredging. Canals require periodic dredging to maintain proper water depth, ensure safe navigation, support optimal stormwater management, and prevent ecological degradation. The critical first step in any canal dredging program is performing a bathymetric survey to map underwater topography and measure water depths.

The Planning and Zoning Department simultaneously required several other municipal land and platting surveys, and the Capital Projects Division needed permit closeout surveys. The City unified these various municipal surveying needs to maximize efficiency and reduce administrative costs.

Current Activity

On July 7, 2026, the City Commission passed and adopted Resolution No. 2026/108 approving the ranking and awarding Continuing Service Contracts to 40 firms for architectural and engineering services. City staff reviewed the qualifications of the firms to determine which firms would be best qualified for the current project, and determined that Coastal Protection Engineering, WGI and Chen Moore would be the best suited project. Each firm was asked to submit a proposal describing their approach for performing the required services. Only Coastal Protection and WGI submitted their

proposals. The City reviewed both proposals and determined Coastal Protection was the most qualified. Thereafter, the City requested that Coastal Protection Engineering submit a comprehensive fee proposal along with the scope of services. The total lump sum fee for all services under this Work Authorization is \$248,318.60, to be invoiced monthly on a percent-complete basis.

The Scope of Services is divided into three main parts:

Part A - Canal Bathymetric Survey & Dredging Assessment: Conducts bank-to-bank bathymetric surveys of approximately 9.60 miles (19,689 linear feet) of city canals across 16 designated locations for the Environmental Services Department to establish survey controls and collect single-beam sonar and topographic data, and subsequently analyze the data to evaluate sediment accumulation, establish priority dredging areas, and calculate dredging volumes.

Part B - Municipal Land Surveys & Platting: Provides boundary surveys, property research, and optional replatting/plat application services for five municipal properties and right-of-way areas (including Beachfront property at 890 SE 21st Avenue, NW 4th Street surplus ROW, Trailhead Park, Trailhead Linear Park, and Pastor Willie James Ford Sr. Park) to support park rezoning, property disposition, and residential development for the Planning & Zoning Department.

Part C - Permit Closeout Surveys: Performs an as-built survey of constructed improvements and measures the finished floor elevation for the precast restroom facility at Constitution Park to secure final permit closeout for the Parks & Recreation Department.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach approve a Work Authorization with Coastal Protection Engineering LLC., to conduct professional engineering services for the Citywide Canal Bathymetric Survey & Dredging Assessment, Municipal Land Surveys & Platting, and Permit Closeout Surveys, in an amount not to exceed \$248,318.60.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH COASTAL PROTECTION ENGINEERING, LLC, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR A CITYWIDE CANAL BATHYMETRIC SURVEY AND DREDGING ASSESSMENT, MUNICIPAL LAND SURVEYS AND PLATTING, AND PERMIT CLOSEOUT SURVEYS, IN AN AMOUNT NOT TO EXCEED \$248,318.60; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Department of Environmental Services and the Planning and Zoning Department have been reviewing their departments' requirements and needs as they relate to various surveys; and

WHEREAS, the Department of Environmental Services oversees the City's canals, and found that the last comprehensive canal dredging analysis was conducted in 2016, and the City should update its analysis to accurately assess sediment accumulation and determine which City canals will require dredging; and

WHEREAS, in order to complete the updated analysis, a bathymetric survey map to map underwater topography and measure water depths is necessary; and

WHEREAS, the Planning and Zoning Department has determined that there is a need to obtain services related to the municipal land surveys, platting and permit closeout surveys; and

WHEREAS, pursuant to Request for Qualifications #26-008 (the "RFQ") and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering services on an as needed basis, including a continuing contract with Coastal Protection Engineering, LLC ("Coastal") dated July 7, 2026 (the "Continuing Contract"); and

WHEREAS, City staff reviewed and considered the qualifications of the City's continuing contractors, determined that Coastal is the most qualified for the needed services and requested a proposal from Coastal for the services; and

WHEREAS, staff negotiated a project scope and fee in an amount not to exceed \$248,318.60 for the services, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, City staff recommends the City Commission approve and authorize execution of the Work Authorization with Coastal, attached as Exhibit "1", (the "Work Authorization") in an amount not to exceed \$248,318.60 for the professional services as more specifically set forth in Exhibit "A" to the Work Authorization (collectively, the "Services").

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

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

Section 2. The City Commission hereby approves the Work Authorization with Coastal, attached as Exhibit “1”, for the Services in an amount not to exceed \$248,318.60.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND COASTAL PROTECTION ENGINEERING, LLC FOR PROFESSIONAL ENGINEERING SERVICES FOR CITYWIDE CANAL BATHYMETRIC SURVEY AND DREDGING ASSESSMENT, MUNICIPAL LAND SURVEYS AND PLATTING, AND PERMIT CLOSEOUT SURVEYS

This Work Authorization is entered into this ____ day of _____, 2026, (the "Execution Date") by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the "City") and Coastal Protection Engineering, LLC., a Florida Limited Liability Company authorized to do business in the State of Florida (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract, dated July 7, 2026, pursuant to RFQ #26-008, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant along with its sub-consultants to perform professional engineering services, as more specifically set forth in Exhibit "A" of this Work Authorization, pursuant to the terms and conditions of the Continuing Contract.

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

SECTION 1
RECITALS

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

SECTION 2
SCOPE OF SERVICES

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

2.2 **Subconsultants.** The parties hereby acknowledge and agree that Consultant will be utilizing sub-consultants identified in Exhibit "A" for the Services. Consultant shall not change the sub-consultants listed in Exhibit "A" without the prior approval of the City's Project Manager. Accordingly, Consultant shall pay its sub-consultants pursuant to Article 5, subsection 5.3 of the Continuing Contract.

Prior to commencing work, Consultant shall ensure that its sub-consultants prior Certificates of Insurance meeting the requirements set forth in Article 9 herein, and the Certificates shall name the City of Deerfield Beach as an additional insured. Further,

Consultant shall obtain an acknowledgement and agreement from each of its subconsultants prior to the Services commencing, that all finished or unfinished documents, data,, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by sub-consultants in connection with this Work Authorization shall become the property of City, whether the Project for which they are made is completed or not, and shall be delivered by each of the Sub-consultants to the CONSULTANT and City's Contract Administrator within fifteen (15) days of Project completion or receipt of the written notice of termination.

Each sub-consultant retains ownership of its pre-existing intellectual property, methodologies, and tools, and grants CITY a non-exclusive, royalty-free license to use such pre-existing materials solely to the extent necessary for CITY to use the deliverables for the purposes contemplated by this Work Authorization. CONSULTANT and its sub-consultants retain all rights to any general knowledge, skills, experience, and non-client-specific templates or code developed during the performance of services

2.3 Additional Services. In accordance with Article 6 of the Continuing Contract, the City may request additional services that fall within the parameters of this Work Authorization. Such additional services shall be agreed to by the City and Consultant and set forth in written amendment to this Work Authorization.

SECTION 3 **COMPENSATION**

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant in an amount not-to-exceed \$248,318.60 as further detailed in Exhibit "B" of Consultant's Proposal, attached as Exhibit "B". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4 **TERM OF WORK AUTHORIZATION**

The term of this Work Authorization shall commence upon the date of execution by the Parties and shall be completed by _____ (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization. Should the term of the Continuing Contract expire prior to the completion of this Work Authorization, the Work Authorization shall remain in effect until completion of the Services set forth herein.

SECTION 5 **TERMINATION OF WORK AUTHORIZATION**

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either

party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6 **CONTINUING CONTRACT**

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

SECTION 7 **INDEPENDENT CONSULTANT**

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

SECTION 8 **INDEMNIFICATION / HOLD HARMLESS CLAUSE**

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, its subconsultants and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

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

by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

9.2 General

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

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

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

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

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

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

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

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations

undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 10 **NON-APPROPRIATION OF FUNDS**

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

SECTION 11 **MISCELLANEOUS**

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

SECTION 12 **AUDIT AND INSPECTION RIGHTS**

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

SECTION 13 **AMENDMENTS AND ASSIGNMENT**

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other

agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.

- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14 **NOTICES**

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

SECTION 15 **GOVERNING LAW AND VENUE**

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

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

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

SECTION 17 **NON-DISCRIMINATION**

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

SECTION 18
PUBLIC RECORDS

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

SECTION 19
HUMAN TRAFFICKING AFFIDAVIT

In accordance with Section 787.06(13), Florida Statutes, as Consultant and each sub-consultant are nongovernmental entities, Consultant and each sub-consultant are required to attest that they do not use coercion for labor or services. At the time of execution of this Work Authorization, Consultant and its sub-consultants shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 20
FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

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

SECTION 21
SEVERABILITY

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

SECTION 22
SURVIVAL

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

SECTION 23
JOINT PREPARATION

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

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

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

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 C. Soroka, City Attorney

Attest:

Corporate Secretary

Witnesses:

Signature

Signature

CITY

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

By: _____
Rodney Brimlow, City Manager

Date: _____, 2026.

CONSULTANT

By: _____
Signature

Print Name: _____

Title: _____

Date: _____, 2026.

EXHIBIT A SCOPE OF SERVICES

Consultant and its sub-consultants shall provide professional engineering services for the Citywide Canal Bathymetric Survey And Dredging Assessment, Municipal Land Surveys and Permit Closeouts as more specifically set forth in the attached proposal.



COASTAL PROTECTION ENGINEERING
 5301 N. FEDERAL HWY, SUITE 105
 BOCA RATON, FL 33487
 561-565-5100

July 29, 2026

Sent Via Email

Josef Farbiarz, PE
 City Engineer
 City of Deerfield Beach
 200 Goolsby Boulevard
 Deerfield Beach, FL 33442

Re: RFQ #26-008 Continuing Services - Citywide Canal Bathymetric Survey, Dredging Assessment, Municipal Land Surveys & Platting, and Permit Closeout Surveys

Dear Mr. Farbiarz:

This updated proposal is being provided in response to your request for Coastal Protection Engineering LLC (CPE) to conduct professional coastal services for the City of Deerfield Beach (City) under the Contract approved pursuant to RFQ #26-008. CPE will provide professional services on the following tasks as further described in the attached Scope of Services (Exhibit A):

Part A: Canal Bathymetric Survey & Dredging Assessment

Part B: Municipal Land Surveys & Platting

Part C: Permit Closeout Surveys

The total cost for these services is a lump sum fee of \$248,318.60 as detailed in the attached Fee Proposal (Exhibit B) to be invoiced monthly based on percent complete by task. CPE will perform these services in accordance with the Rate Schedule attached herein and Terms and Conditions of the governing Contract dated July 2026. As described in the attached Scope of Services and Fee proposal, CPE will utilize the services of Morgan & Eklund, Inc. (M&E) and BGE, Inc. (BGE) to conduct the requested survey work. We respectfully request that the City provide a written Notice to Proceed or corresponding Purchase Order for CPE to commence work.

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

Sincerely,

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

cc: Thomas Pierro, P.E., BC.CE., CPE
 Stacy Buck, CPE

RFQ #26-008 Continuing Services - Citywide Canal Bathymetric Survey, Dredging Assessment, Municipal Land Surveys & Platting, and Permit Closeout Surveys

Exhibit A – Scope of Services

Part A: Canal Bathymetric Survey & Dredging Assessment

The City requires updated canal survey data to support proactive maintenance, reduce flooding risk, maintain navigational depths, and improve water quality through sediment removal. The goal of these tasks will be to assess current conditions and identify priority dredging areas, if any, based on need and minimize risks of structural conflicts during future dredging operations. The tasks described below include furnishing all support equipment, labor, supplies, and materials to perform the bank-to-bank surveys of approximately 10 miles of canals located in Deerfield Beach as illustrated and listed in **Figure 1**. CPE's subconsultant M&E will provide the topographic and bathymetric surveying services as further described below.

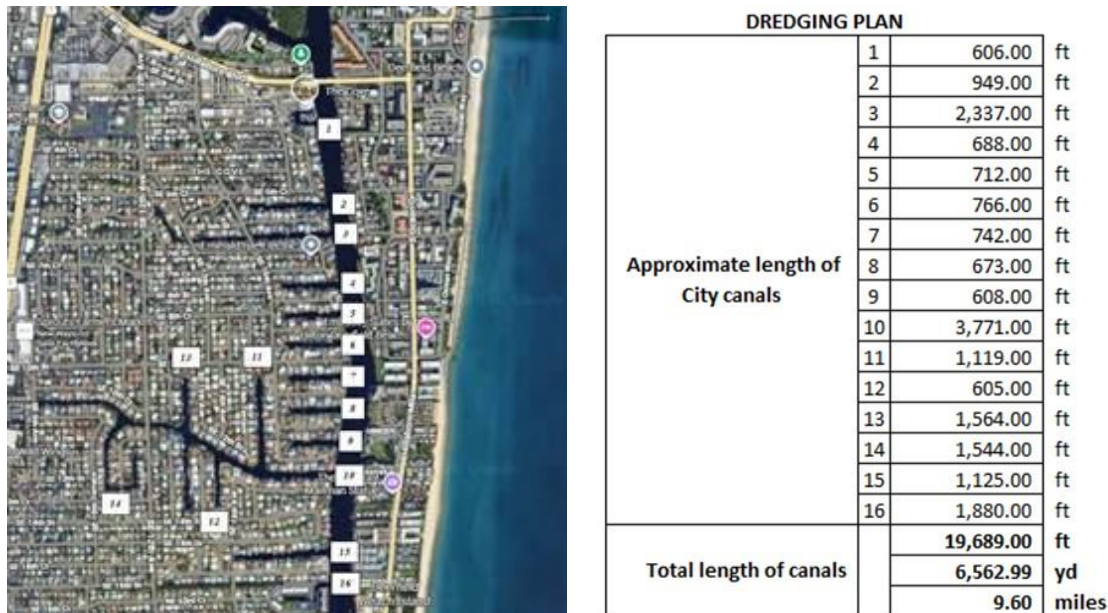


Figure 1: Location and length of each canal to be surveyed and assessed.

Task 1: Project Management

This task involves a kick-off meeting between City staff, CPE, and its subconsultants either in person or virtually. During the meeting, the survey work plan and schedule will be discussed. The final work plan and schedule will be provided at a later date. No formal coordination with regulatory agencies is expected to complete this project.

CPE will additionally manage the surveying work to be performed by our subconsultants (reviewing deliverables, coordinating between the City and the subconsultants, updating schedules, etc.) throughout the life of this project.

Deliverable: Final work plan and project schedule.

Task 2: Control & Topographic Survey

This task involves establishing the survey control for the topographic and bathymetric survey data to be collected. To establish survey controls, M&E will set survey horizontal and vertical controls from published monumentation to third order accuracy standards using a GNSS RTK system. Horizontal and vertical data will be referenced to the Florida East State Plane System (NAD83) and NAVD88, respectively. All data will be established with The methodology to establish control will be documented in a survey report signed and sealed by a professional surveyor licensed in the state of Florida.

As part of this updated proposal, no topographic data will be collected. The elevations of canal banks, seawalls, bulkheads, outfalls, headwalls, docks, shoreline structures, or any visible infrastructure will not be collected.

Deliverable: Signed and sealed survey control report.

Task 3: Bathymetric Survey

For the bathymetric surveys, M&E will use a skiff to collect single beam sonar data for all depths less than -2 ft from the water surface. Data acquisition and navigation will be achieved using Hypack survey software. M&E's preliminary strategy for this site is to run single beam transects at 100' intervals perpendicular to the canal's alignment for the entirety of the canal sites, with additional Point of Intersection bisecting transects in locations where channel alignment changes, as well as centerline transects run both in center of each canal alignment and offset centerlines running 15' left and right of the center. Vessel positioning will be obtained from Trimble Applanix POS M/V GNSS RTK IMU system that is integrated directly with the sonar systems.

Canal 16, as depicted in **Figure 1**, contains depths too shallow for the survey vessel to navigate through. As such, this canal will be surveyed using a combination of RTK and levels at 100-200 ft intervals.

The deliverables for this task will include bathymetric survey drawings signed by a professional surveyor licensed in the state of Florida. The drawings will include contour maps and cross-sections at approximately 100-ft intervals. Digital map files will be submitted and compatible with CAD and GIS software.

Deliverable: Signed and sealed survey drawings in PDF format and digital files (CAD and GIS compatible).

Task 4: Dredging Assessment & Analysis

Once the topographic and bathymetric survey data have been collected and submitted, CPE will begin analyzing the data to evaluate current conditions and potential dredging needs. Canal bottom elevations will be compared to various tidal stages to identify priority dredging areas. Multiple dredge template alternatives will be considered based on the City's input, and the resulting dredging volumes will be provided to the City. Potential constraints to dredging identified by the City, M&E, or CPE will be highlighted for future consideration. The access and staging areas for a potential contractor's construction equipment will be evaluated based on aerial imagery and the City's input.

The overall findings from Tasks 2 and 3 and the analyses described above will be summarized into a technical memorandum for the City's decision-making consideration. The memorandum will describe the survey methodology, existing conditions of the canals, the priority dredge areas, volumes for a potential dredging project, and recommendations for the next steps in a potential dredging project (design, permitting, and construction). The memorandum will be provided electronically in PDF format. If requested, CPE can present a summary of the findings to the City's commission for their consideration.

Deliverable: Technical memorandum in PDF format.

Part B: Municipal Land Surveys & Platting

The City requires certified boundary surveys of five properties to facilitate the rezoning of municipal parks to "Open Space" (S) and to prepare surplus right-of-way for property disposition and residential development. CPE's subconsultant BGE, Inc. will provide the land surveying services as further described below.

Task 5: Parcel 1 – Beachfront (890 SE 21 Ave)

BGE, Inc. will provide a boundary survey of lot 484305042870 located in Broward County in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. The boundary survey will show above ground fixed improvements/utilities located on the subject parcel if visible and attainable. The survey will also show improvements up to the crown of 21st Ave. BGE can review title documentation as provided by the City, but research and/or abstracting for title or encumbrances will not be performed by BGE. The deliverable will contain a CAD file and an electronically signed and sealed plot of the boundary survey showing known easements and improvements.

Deliverable: Signed and sealed plot of the boundary survey and associated CAD and GIS file.

Task 6: Parcel 2 – NW 4th Street (Surplus ROW)

BGE, Inc. will provide a boundary survey of a 50'x120' area, between Parcel IDs 474236040010 & 474236040190, located in Broward County in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. The boundary survey will show above ground fixed improvements/utilities located on the subject parcel if visible and attainable. The survey will also show improvements up to the crown of NW 4th St. BGE can review title documentation as provided by the City, but research and/or abstracting for title or encumbrances will not be performed by BGE. The deliverable will contain a CAD file and an electronically signed and sealed plot of the boundary survey showing known easements and improvements.

Deliverable: Signed and sealed plot of the boundary survey and associated CAD and GIS file.

Task 6A: Optional Platting

BGE can prepare a plat cover sheet and plan view for the area to be platted in accordance with Chapter 177, Part 1 – Land Boundaries of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. The plat is estimated to have a single 50'x120' lot. The plat application can be prepared and submitted for review as well as address any comments from the City. As part of this task, four permanent reference monuments can be set up. The deliverables for this task include signed and sealed cover sheet and distribution of the final plat for signatures.

Deliverable: Signed and sealed cover sheet and distribution of the final plat for signatures.

Task 7: Trailhead Park

BGE, Inc. will provide a boundary survey of lot 484209020023 located in Broward County in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. The boundary survey will show above ground fixed improvements/utilities located on the subject parcel if visible and attainable. The survey will also show improvements up to the crown of American Way. BGE can review title documentation as provided by the City, but research and/or abstracting for title or encumbrances will not be performed by BGE. The deliverable will contain a CAD file and an electronically signed and sealed plot of the boundary survey showing known easements and improvements.

Deliverable: Signed and sealed plot of the boundary survey and associated CAD and GIS file.

Task 8: Trailhead Linear Park (Replatting)

BGE, Inc. will provide a boundary survey of lots 484209020160, 484209020170, and 484209000393 located in Broward County in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. The boundary survey will show above ground fixed improvements/utilities located on the subject parcel if visible and attainable. The survey will also show improvements and full right-of-way of Powerline Road adjacent to the subject parcels. BGE can review title documentation as provided by the City, but research and/or abstracting for title or encumbrances will not be performed by BGE. The deliverable will contain a CAD file and an electronically signed and sealed plot of the boundary survey showing known easements and improvements.

Following collection of the boundary survey, BGE will prepare and submit a plat application to the City for review. Any comments from the City will be addressed. Up to fifteen Permanent Reference Monuments will be set up, and a signed & sealed cover sheet will be distributed with the Final Plat for signatures.

Deliverable: Signed and sealed cover sheet and distribution of the final plat for signatures along with associated CAD and GIS file.

Task 9: Pastor Willie James Ford Sr. Park (Replatting)

BGE, Inc. will provide a boundary survey of lots 484201021602, 484201021440, and 484201021420 located in Broward County in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant

to Chapter 472.027 of the Florida Statutes. The boundary survey will show above ground fixed improvements/utilities located on the subject parcel if visible and attainable. The survey will also show improvements and full right-of-way of SW 10th St adjacent to the subject parcels. BGE can review title documentation as provided by the City, but research and/or abstracting for title or encumbrances will not be performed by BGE. The deliverable will contain a CAD file and an electronically signed and sealed plot of the boundary survey showing known easements and improvements.

Following collection of the boundary survey, BGE will prepare and submit a plat application to the City for review. Any comments from the City will be addressed. Up to eighteen Permanent Reference Monuments will be set up, and a signed & sealed cover sheet will be distributed with the Final Plat for signatures.

Deliverable: Signed and sealed cover sheet and distribution of the final plat for signatures along with associated CAD and GIS file.

Part C: Permit Closeout Surveys

The City requires a professional As-Built survey and Elevation Certificate for the final permit closeout of the Constitution Park Pathway and Drainage Improvement project. The primary objective is to verify that all constructed assets, including pedestrian pathways and stormwater infrastructure, align with the approved design grades and regulatory requirements. Additionally, this survey will provide the necessary elevation data for the newly installed precast restroom facility to ensure compliance with local floodplain management ordinances.

Task 10: Constitution Park Pathway and Drainage Improvement Project

BGE will perform an As-built survey of constructed improvements (pathways, drainage structures, and restroom) at Constitution Park (2481 West Hillsboro Blvd.) per City plans dated May 2020 in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. The deliverable will be an electronically signed and sealed plot of the As-built Survey.

The pathways consist of an asphalt path with two pedestrian bridges. A cross-section will be taken on both sides of the existing bridges. The restroom consists of a single building with drainage and sanitary. Manufacturers information for parts shall be conveyed to the survey where required for Asbuilt approval.

BGE will measure the finished floor elevation (NAVD88) for the first floor of the finished construction precast restroom facility at Constitution Park (2481 West Hillsboro Blvd.) in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. The deliverable will contain a completed Elevation Certificate (2023 edition) and a submittal to Florida Division of Emergency Management per Florida Statute 472.0366.

Deliverable: Signed and sealed As-built survey and a completed Elevation Certificate.

Exhibit B - Fee Proposal and Subconsultants' Scope of Services

The Scope of Services presented in Exhibit A will be performed for a lump sum fixed price as shown in the fee estimate below. The work will be invoiced monthly on a percent-complete basis. The services will be conducted in accordance with the terms and conditions of the Contract between Coastal Protection Engineering LLC (CPE) and the City of Deerfield Beach dated July 2026.

Please issue the Purchase Order and/or Notice to Proceed in the name of our licensed contracting entity, Coastal Protection Engineering LLC, and reference the contract under which we are performing these services. The rates, classifications, and fee estimate build up are presented below. Although this proposal is detailed by separable items and estimated by specific staff and categories, it is anticipated that some work elements will exceed the estimate while others fall below the estimate to complete. Our staff and subconsultants will be used as needed to achieve the scope of services and to meet the stated objectives and timelines within the proposed budget. Should the project require additional services not included in this proposal, CPE will coordinate with the City to amend the scope of services with a mutually agreeable revision. Additional services can be provided under a future phase proposal upon request.

City of Deerfield Beach

RFQ #26-008 Continuing Services - Citywide Canal Bathymetric Survey, Dredging Assessment,
Municipal Land Surveys & Platting, and Permit Closeout Surveys

Fee Proposal – July 1, 2026

Part	Task No.	Description	Task Total	Labor			Sub-Consultants	
				Principal Engineer (Hours)	Sr. Marine Biologist (Hours)	Coastal Engineer III (Hours)	BGE, Inc. (Direct Costs)	Morgan & Eklund, Inc. (Direct Costs)
A	1	Project Management	\$11,123.50	4	4	8	\$2,500.00	\$4,485.00
	2	Control & Topographic Survey	\$14,431.80	1		8		\$11,538.00
	3	Bathymetric Survey	\$72,803.30	1		8		\$64,603.00
	4	Dredging Assessment & Analysis	\$13,360.00	8	8	52		
B	5	Parcel 1 – Beachfront (890 SE 21 Ave)	\$8,980.00			1	\$8,000.00	
	6	Parcel 2 – NW 4th Street (Surplus ROW)	\$5,680.00			1	\$5,000.00	
	6A	Optional Platting	\$11,180.00			1	\$10,000.00	
	7	Trailhead Park	\$10,080.00			1	\$9,000.00	
	8	Trailhead Linear Park (replatting)	\$41,980.00			1	\$38,000.00	
	9	Pastor Willie James Ford Sr. Park (Replatting)	\$43,080.00			1	\$39,000.00	
	C	10	Permit Closeout Surveys	\$15,620.00	2		4	\$13,000.00
			Total =	16	12	86	\$124,500.00	\$80,626.00
			Rate =	\$300.00	\$200.00	\$180.00	1.1	1.1
			Cost =	\$4,800.00	\$2,400.00	\$15,480.00	\$136,950.00	\$88,688.60
Total Labor Cost =			\$22,680.00					
Total Materials Cost =			\$0.00					
Total Sub-Consultants Costs =			\$225,638.60					
Total Project Costs =			\$248,318.60					
Coastal Protection Engineering LLC								



Morgan & Eklund, Inc.

4909 US Highway 1
Vero Beach, Florida 32967

Phone: 772-388-5364
Fax: 772-388-3165

June 24, 2026
(Revised July 30, 2026)

Coastal Protection Engineering
Attn: Dylan Nestler
5301 N. Federal Highway, Suite 105
Boca Raton, FL 33487

**RE: Survey Support for City of Deerfield Beach, RFQ #26-008 Continuing Services -
Citywide Canal Bathymetric Survey, Dredging Assessment, Municipal Land Surveys
& Platting, and Permit Closeout Surveys, Broward County, FL**

Dear Dylan:

Morgan & Eklund, Inc. (M&E) is pleased to provide you with the following proposal to furnish professional land and hydrographic survey services for the above-referenced project.

Prices will be as follows:

Project Planning

- Attend meetings
- Develop survey work plan and schedule

Lump Sum\$ 4,485.00

Establish and Set Control

- From published monumentation using GNSS RTK rover system
- Vertical control will be established in NAVD 88 datum
- Horizontal positioning will be established in NAD 83/11 datum
- All points will be established with redundant RTK measurements

Lump Sum\$ 11,538.00

Bathymetric Survey

- Using single beam
- As close to docks and shorelines as possible
- On 100' line spacing perpendicular to the channel along with centerline and 2 offset lines running parallel to the channel

Lump Sum\$ 49,774.00

Canal 16 Hand Topography

- Using combination of RTK and level on 100' to 200' intervals

Lump Sum\$ 14,829.00

TOTAL.....\$ 80,626.00

Deliverables will include signed and sealed bathymetric map, contours map and cross-sections in hard copy and .pdf and AutoCAD formats. We will also furnish XYZ data set and a survey report.

As always, Morgan & Eklund, Inc. appreciates this opportunity to work with you and CPE on this project.

Sincerely,

David W. Coggin, PSM
Vice President

DWC: dmc

Billing: will be invoiced monthly based on percent complete

Terms: Net 30 days

Prices are good through 2026



June 30, 2026

Dylan Nestler, P.E.
Coastal Protection Engineering, LLC
5301 N. Federal Hwy, Suite 105
Boca Raton, FL 33487

RE: 2026 Citywide Canal Bathymetric Survey Dredging Assessment Municipal Land Surveys & Platting and Permit Closeout Surveys Deerfield Beach, Florida

Dear Dylan:

Per your request, BGE, Inc. (BGE) is providing this proposal for the subject project.

1.0 OVERVIEW

Coastal Protection Engineering, LLC (Client) has requested from BGE, Inc. (BGE) a proposal outlining the scope of services and fees to provide various survey projects throughout the City of Deerfield Beach (City) through Client's contract with the City.

2.0 SCOPE OF SERVICES

2.1 Task 1: Project Management

Attend one in-person kickoff meeting with City staff.

Survey Work Plan & Schedule.

Coordinate with regulatory agencies as necessary.

The Deliverable will contain Work Plan and Project Schedule.

2.2 Task 5: Parcel 1 - Beachfront (890 SE 21st Ave)

Perform a Boundary Survey of a 0.2-acre tract being Parcel ID 484305042870 located in Broward County in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.

Review of title documentation as provided by the client and/or title company (if any). A general online search for property records will be performed by BGE. Onsite and in person Research and/or Abstracting for title or encumbrances will not be performed by BGE.

The Boundary Survey will show above ground fixed improvements/utilities located on the subject parcel if visible and attainable. The survey will also show improvements up to the crown of 21st Ave.

The Deliverable will contain an AutoCAD file (.DWG) and an electronically signed and sealed plot of the Boundary Survey showing known easements and improvements along with an ESRI Shapefile of said linework.

2.3 Task 6: Parcel 2 – NW 4th Street (Surplus ROW)

Perform a Boundary Survey of a 50'x120' area, being between Parcel IDs 474236040010 & 474236040190 located in Broward County in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.

Review of title documentation as provided by the client and/or title company (if any). A general online search for property records will be performed by BGE. Onsite and in person Research and/or Abstracting for title or encumbrances will not be performed by BGE.

The Boundary Survey will show above ground fixed improvements/utilities located on the subject parcel if visible and attainable. The survey will also show improvements up to the crown of NW 4th Street.

The Deliverable will contain an AutoCAD file (.DWG) and an electronically signed and sealed plot of the Boundary Survey showing known easements and improvements along with an ESRI Shapefile of said linework.

2.4 Task 6A (Optional): Task 6 Plat

Prepare plat cover sheet and plan view for the area to be platted in accordance with Chapter 177, Part 1 – Land Boundaries of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. Plat is estimated to have a single 50'x120' lot.

Prepare plat application and submit for review. Address comments from local municipalities.

Set up to 4 Permanent Reference Monuments (PRM)

Sign & Seal cover sheet and distribute Final Plat (mylar) for signatures.

2.5 Task 7: Trailhead Park

Perform a Boundary Survey of a 0.9 acres being Parcel ID 484209020023 located in Broward County in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.

Review of title documentation as provided by the client and/or title company (if any). A general online search for property records will be performed by BGE. Onsite and in person Research and/or Abstracting for title or encumbrances will not be performed by BGE.

The Boundary Survey will show above ground fixed improvements/utilities located on the subject parcel if visible and attainable. The survey will also show improvements up to the crown of American Way.

The Deliverable will contain an AutoCAD file (.DWG) and an electronically signed and sealed plot of the Boundary Survey showing known easements and improvements along with an ESRI Shapefile of said linework.

2.6 Task 8: Trailhead Linear Park (replatting)

Perform a Boundary Survey of a combined three parcels totaling approximately 15 acres being Parcel IDs 484209020160, 484209020170, and 484209000393 located in Broward County in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.

The full right-of-way (R/W) of Powerline Road adjacent to the subject parcels will be established and shown.

Review of title documentation as provided by the client and/or title company (if any). A general online search for property records will be performed by BGE. Onsite and in person Research and/or Abstracting for title or encumbrances will not be performed by BGE.

The Boundary Survey will show above ground fixed improvements/utilities located on the subject parcel if visible and attainable. The survey will also show improvements within the R/W of Powerline Road.

The Deliverable will contain an AutoCAD file (.DWG) and an electronically signed and sealed plot of the Boundary Survey showing known easements and improvements.

Prepare plat cover sheet and plan view for the area to be platted in accordance with Chapter 177, Part 1 – Land Boundaries of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. Plat is estimated to have a single tract.

Prepare plat application and submit for review. Address comments from local municipalities.

Set up to 15 Permanent Reference Monuments (PRM)

Sign & Seal cover sheet and distribute Final Plat (mylar) for signatures.

2.7 Task 9: Pastor Willie James Ford Sr. Park (replatting)

Perform a Boundary Survey of three blocks totaling 21 parcels and an alley being approximately 3.5 acres being Parcel IDs 484201021602, 484201021440, and 484201021420 located in Broward County in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.

The full right-of-way (R/W) of SW 10th Street adjacent to the subject parcels will be established and shown.

Review of title documentation as provided by the client and/or title company (if any). A general online search for property records will be performed by BGE. Onsite and in person Research and/or Abstracting for title or encumbrances will not be performed by BGE.

The Boundary Survey will show above ground fixed improvements/utilities located on the subject parcel if visible and attainable.

The Deliverable will contain an AutoCAD file (.DWG) and an electronically signed and sealed plot of the Boundary Survey showing known easements and improvements.

Prepare plat cover sheet and plan view for the area to be platted in accordance with Chapter 177, Part 1 – Land Boundaries of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. Plat is estimated to have three separate unified lots/tracts.

Prepare plat application and submit for review. Address comments from local municipalities.

Set up to 18 Permanent Reference Monuments (PRM)

Sign & Seal cover sheet and distribute Final Plat (mylar) for signatures.

2.8 Task 10: Closeout Surveys

Perform an As-built Survey of constructed improvements (pathways and restroom) at Constitution Park (2481 West Hillsboro Blvd.) per City plans dated May 2020 in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.

The pathways consist of an asphalt path with two pedestrian bridges. A cross-section will be taken on both sides of the existing bridges.

The restroom consists of a single building with drainage and sanitary.

Manufacturers information for parts shall be conveyed to the survey where required for As-built approval.

The Deliverable will be an electronically signed and sealed plot of the As-built Survey using the Engineers CAD file and showing differences in locations and elevations where applicable. An ESRI Shapefile will also be delivered in the City's SCHEMA if provided during kickoff.

Elevation Certificate: Measure the finished floor elevation for the first floor of the finished construction precast restroom facility at Constitution Park (2481 West Hillsboro Blvd.) in accordance with Chapter 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.

Elevations shall be shown in NAVD88.

The Deliverable will contain a completed Elevation Certificate (2023 edition) pdf and a submittal to Florida Division of Emergency Management per Florida Statute 472.0366.

3.0 GENERAL CONDITIONS AND UNDERSTANDINGS

- 3.1 The following will be provided by the Client:
 - 3.1.1 Title Commitments.
 - 3.1.2 Historical survey files where available.
 - 3.1.3 Approved Site Plan and associated engineering files to support the application.
 - 3.1.4 Plat application fees including Bonds or reimbursed per the above Task.
- 3.2 Revisions after the initial approval are not included in this proposal.
- 3.3 The production and delivery of hard copies except for Mylar shall be invoiced under the Reimbursable Expenses Task.
- 3.4 The fee estimate is based on the current plans as provided. Significant changes may result in a revision of fees.
- 3.5 **PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**
- 3.6 This proposal is valid for 60 days from the date of this letter. The performance of the work associated with this project will be in accordance with the attached Standard Terms and Conditions Agreement. Hourly fees for labor will be billed on an hourly basis according to our standard current rates.

4.0 EXCLUDED SERVICES

The professional services that BGE will provide include and are limited to those described under Scope of Services, Sections 2.0. All other services are specifically excluded. Specifically excluded items include:

- Control Survey
- New Easements (sketch and legals)
- Topographic Surveying (less Task 10)
- Construction stake-out or layout
- Arborist related services
- Subsurface Utility Engineering

- Title Commitment procurement

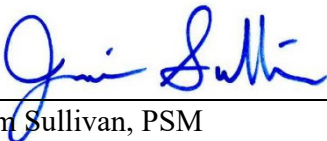
5.0 FEES

ITEM	SERVICE	FEE BASIS	FEE AMOUNT
2.1	Task 1: Project Management	Lump Sum	\$2,500
2.2	Task 5: Parcel 1 - Beachfront (890 SE 21st Ave)	Lump Sum	\$8,000
2.3	Task 6: Parcel 2 – NW 4th Street (Surplus ROW)	Lump Sum	\$5,000
2.4	Task 6A (Optional): Task 6 Plat	Lump Sum	\$10,000
2.5	Task 7: Trailhead Park	Lump Sum	\$9,000
2.6	Task 8: Trailhead Linear Park (replatting)	Lump Sum	\$38,000
2.7	Task 9: Pastor Willie James Ford Sr. Park (replatting)	Lump Sum	\$39,000
2.8	Task 10: Closeout Surveys	Lump Sum	\$13,000
		Total:	\$124,500

If this outlined proposal meets your acceptance, please approve by signing below and returning a copy for our files. We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

BGE, Inc.



Jim Sullivan, PSM
Vice President / Director, Surveying

June 30, 2026
Date

ACCEPTED

Coastal Protection Engineering, LLC

Dylan Nestler, P.E.

Date



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-447

Agenda Date: 8/18/2026

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 Rexel USA, Inc. for two 300 HP Variable Frequency Drives, and related installation, startup and commissioning services for the reverse osmosis feed pumps at the Water Treatment Plant in an amount not to exceed \$155,592.45; approving the purchase in accordance with Section 38-116(3)(D)(2) of the City's Procurement Code for non-declared emergency acquisitions; providing for an effective date. (Funds from multiple accounts)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$155,592.45

Account Name: CIP-Infrastructure

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

Secondary Account Name: Improvements Other than Buildings

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

Background/History

The City of Deerfield Beach Water Treatment Plant (WTP) has a total production capacity of 21 million gallons per day (MGD), comprising three separate treatment processes:

- Reverse Osmosis (RO) Treatment: 3 MGD
- Lime Softening Treatment: 7 MGD
- Nanofiltration (NF) Treatment: 11 MGD

The RO facility utilizes two treatment skids, each driven by a dedicated 300-horsepower (HP) feed pump controlled by a Variable Frequency Drive (VFD). Originally manufactured and installed in approximately 2009, both VFDs are reaching their end of their expected service life. To address the deteriorating condition of these critical assets, the Department has initiated the procurement process for a replacement motor.

Because the RO facility treats water from the Floridan Aquifer, it serves as a critical alternative source that reduces dependency on Biscayne Aquifer withdrawals. Prolonged loss of RO treatment capacity will overtax the remaining Biscayne wells, exacerbating challenges related to maintaining permitted withdrawal allocations—particularly within the East Biscayne Wellfield.

Current Activity

Rexel USA, Inc., the City's authorized VFD service provider and distributor, evaluated the equipment and advised that the existing drive model was discontinued by the manufacturer in 2017 and is now obsolete. Spare parts are increasingly difficult to obtain, which severely impedes reliable repairs and long-term operability.

Rexel presented the following two alternatives:

Repair Existing VFDs:

Lead time of 2 to 3 weeks, contingent upon parts availability.

Offers no performance guarantees or long-term reliability due to the obsolete nature of replacement components.

Replace Existing VFDs:

New, modern equipment backed by full manufacturer support and warranty.

Expected delivery in August 2026.

Provides long-term operational reliability and seamless compatibility with future facility upgrades.

Given the age of the current units, replacing the VFDs represents the most prudent technical and financial solution for the City. Therefore, Staff are requesting authorization to proceed with the emergency procurement, replacement, installation, startup, and commissioning of two new 300 HP Variable Frequency Drives for the Reverse Osmosis Plant feed pumps due to the imminent risk to water production reliability and the critical nature of maintaining available treatment capacity.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve the issuance of a purchase order for the non-declared emergency for the replacement, installation, startup, and commissioning, by Rexel USA, Inc., of two new 300 HP Variable Frequency Drives for the Reverse Osmosis Plant feed pumps, in an amount not to exceed \$155,592.45

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA; APPROVING THE ISSUANCE OF A PURCHASE ORDER TO REXEL USA, INC. FOR TWO 300 HP VARIABLE FREQUENCY DRIVES, AND RELATED INSTALLATION, STARTUP AND COMMISSIONING SERVICES FOR THE REVERSE OSMOSIS FEED PUMPS AT THE WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$155,592.45; APPROVING THE PURCHASE IN ACCORDANCE WITH SECTION 38-116(3)(D)(2) OF THE CITY'S PROCUREMENT CODE FOR NON-DECLARED EMERGENCY ACQUISITIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City's Water Treatment Plant (the "Plant") reverse osmosis facility (the "Facility") utilizes advance membrane technologies to supply high quality drinking water to the City of Deerfield Beach residents; and

WHEREAS, the City's reverse osmosis process utilizes high rejection membrane systems like nanofiltration and reverse osmosis for softening and removing impurities, and such process includes the procuring of specialized high-flow reverse osmosis feed pump motors and pilot testing units to maintain the optimal water purity; and

WHEREAS, the reverse osmosis system's two treatment skids are driven by a dedicated 300 horsepower feed pump controlled by a Variable Frequency Drive ("VFD"), and both reverse osmosis units are currently out of service due to critical equipment failures associated with the VFDs; and

WHEREAS, prolonged loss of reverse osmosis treatment capacity will overtax the remaining Biscayne wells, exacerbating challenges related to maintaining permitted withdrawal allocations particularly within the East Biscayne Wellfield; and

WHEREAS, both VFDs were originally manufactured and installed in 2009, and have reached the end of their expected life expectancy;

WHEREAS, the Department of Environmental Services has determined that immediate expedited actions are necessary for restoration of the reverse osmosis facility feed pumps, and replacing the VFDs is the most prudent technical and financial solution for the City, and consider the VFD deficiencies as a non-declared emergency; and

WHEREAS, Rexel USA, Inc. ("Rexel"), the authorized VFD service provider and distributor, evaluated the City's equipment and has advised that the existing drive model was discontinued by the manufacturer in 2017 and is obsolete, whereby obtaining spare parts is increasingly difficult, which impedes reliable repairs and long-term operability; and

WHEREAS, due to the exigent circumstances and the immediate need to ensure the Facility is operational and properly functioning, Rexel proposed two alternatives as follows: (1) repair of existing VFDs with a lead time of 2 to 3 weeks contingent upon availability of parts with no performance guarantees or reliability; or (2) replacement of the VFDs with new equipment backed by full manufacturer support and warranty with an expected delivery in August 2026; and

WHEREAS, Section 38-116(3)(d)(2)(ii) of the Procurement Code addresses non-declared emergencies under which the City Commission may enter into contracts without utilizing a sealed competitive method or written quotations method, by a majority vote, without limitation on the contract amount, and the City shall employ sound purchasing practices including requests for quotations and proposals, whenever prudent and practicable as determined by the City Commission; and

WHEREAS, in order to avoid prolonging more time for Facility to be fully operationally, including redundancy, staff determined it is more prudent and necessary to expedite a purchase order for the replacement of the existing VFDs; and

WHEREAS, City staff has obtained a quote from Rexel for the new VFDs, inclusive of installation, start-up and commission services provided by Rexel (collectively the “Services”) in the total aggregate amount of \$155,592.45 and

WHEREAS, City staff recommends that the City Commission approve and authorize the issuance of a purchase order to Rexel for the purchase of the VFDs and the Services from Rexel in an amount not to exceed \$155,592.45; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the issuance of a Purchase Order to Rexel in an amount not to exceed \$155,592.45 for the purchase of the VFDs and the related Services.

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

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

Section 2. The City Commission hereby approves and authorizes the issuance of a Purchase Order to Rexel for the purchase of the VFDs and the related Services in an amount not to exceed \$155,592.45.

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

Description:
300HP VFD New

Quote #3070617
Updated On: 07/02/2026

Company Name:
CITY OF DEERFIELD BEACH

Billing Address:
CITY OF DEERFIELD BEACH
(174020)
290 GOOLSBY BLVD
DEERFIELD BEACH, FL 33442-3002

Created Date:
7/1/26

Shipping Address:
290 GOOLSBY BLVD
DEERFIELD BEACH, FL 33442-3002 US

Shipping Method:
Store Truck

FOB:
Destination

Sales Person:
Edward Arndt
Edward.Arndt@RexelUSA.com

Branch:
Orlando - DC #1586
4078505400

Terms:
PROX.25TH

	PRODUCTS	QTY	UNT PR / UOM	TOTALS
1.	 20G14ND361JN0NNNNN Item# 2166529 POWERFLEX AIR COOLED 755 AC DRIVE MFR: Allen-Bradley <i>Rockwell shows a 35-day lead time on this item.</i>	2	\$44,473.99 ¹⁰³ EA	\$88,947.98
2.	 PN-136915 - asm-18 pulse, diode bridge, 490A <i>Rockwell shows this item in stock.</i>	2	\$15,680.60 ⁸⁹⁰ EA	\$31,361.22
3.	 20-HIM-A6 Item# 67662 Human Interface Module, Enhanced LCD Display, Full Numeric Keypad MFR: Allen-Bradley	2	\$291.62 ⁴⁰⁰ EA	\$583.25

Entire Quote:

Sub Total:	\$120,892.45
S/H:	Not Included
Tax:	Not Included
Total:	\$120,892.45

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's

reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility".

Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html>

Full phone support at (888) 739-3577

Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays.



THE CONNECTED WATERPLANT

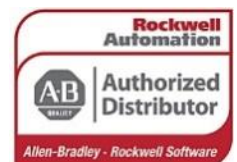
Immediate Value. Long-Term Flexibility

DEERFIELD BEACH
RO VFD MODERNIZATIONS

JULY 2, 2026

PRESENTED TO:
Francisco Martinez

PROPOSED BY:
Edward Arndt
Rexel USA, Inc.



Deerfield Beach – RO VFD Modernization

We are pleased to submit the following proposal.

Solution:

This quote is for labor to modernize 2, RO Pump 300 HP Variable Frequency Drives:

- Remove existing VFDs and replace with Rockwell 755TS drives 300HP, 480V, 3PH, load = Pump
- Remove and install new Diode Bridge Rectifier
- Remove and install new HIM
- Startup and commissioning
- Note: Wiring diagrams and schematics are unavailable.

Scope

1. Variable Frequency Drive & Diode Bridge Replacement

Replace three (2) existing Variable Frequency Drives (VFDs), Diode Bridges and HMIs with new units as specified. Work includes removal of existing VFDs and installation, termination, and basic configuration of new drives.

Assumptions and Limitations:

- The owner is to verify the other components are in proper working order:
 - We suggest they test the main circuit breakers and confirm they are in proper working order.
 - All fuses should be replaced or tested.
 - Verify all power supplies or other electronic equipment are working properly.
- Hidden, inaccessible, buried, or previously undocumented wiring, devices, or modifications are not included unless discovered during the normal course of work.
- Schematics are provided for reference and record purposes only and shall not be construed as certified engineering documents or original design drawings.
- The Contractor assumes no responsibility for pre-existing deficiencies, undocumented modifications, code violations, or improper installations that existed prior to the commencement of this work.
- Any discrepancies, unsafe conditions, or conflicts discovered will be reported to the General Contractor. Corrective actions, if required, shall be addressed under a separate authorized scope.

4. Field Device Exclusions

This scope does not include troubleshooting, repair, or replacement of faulty field devices. The Contractor's responsibility is limited to verifying circuit locations and labeling related to the work described herein.

5. Startup and Commissioning Support

Provide standby assistance during startup, testing, and commissioning of the installed VFDs and associated pump systems. Operational testing will be performed in coordination with the General Contractor and Owner

• CUSTOMER RESPONSIBILITIES

• Single Point of Contact

Customer will designate a representative authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell personnel during working hours. This representative will need to assist Rockwell Field Service Engineer with the removal and installation of products.

- **Maintenance, Electrical, Or Operations Staff**

When applicable, Customer will provide dedicated and available appropriate personnel knowledgeable in the process, operation, control system, and facility layout to assist Rockwell Automation personnel during onsite visits. They will remain onsite and available as necessary for project and/or safety reasons.

System Maintenance and Use

Customer is responsible for (i) the overall performance and overall design of the machine or manufacturing system, including safety features failure modes; (ii) properly using, calibrating, operating, monitoring and maintaining the products and system consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations, and product and system documentation; (iii) ensuring that properly trained personnel use, operate and maintain the products and system at all times; (iv) staying informed of product updates and alerts and implementing all updates and fixes; (v) notifying Rockwell Automation of any problems with the products or system; and (vi) all other factors affecting the products or system that are outside of the direct control of Rockwell Automation.

Access to the System

Customer will make the applicable processes and/or systems available to Rockwell Automation personnel during the mutually agreed upon schedule for services and equipment implementation as described in this Statement of Work.

- **ASSUMPTIONS, CLARIFICATIONS, AND EXCEPTIONS**

Table 1 describes all assumptions, clarifications, and exceptions for this scope of work.

Table 1 Assumptions, Clarifications, and Exceptions

Reference	Assumptions (A), Clarifications (C) and Exceptions (E)
A1	Safety. All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	Installation. If applicable, all mechanical and electrical installation is to be provided and managed by Customer and their selected Contractor.
C1	Quotation Scope. Any elements not explicitly outlined within this Statement of Work are not included in the deliverables for this Rockwell Automation Services Agreement.
C2	Documentation. All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C3	RoHS. Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C4	Existing Devices. Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C5	Documented Change Request (DCR) Process. Changes to this scope of work requested by Customer throughout the duration of the Support Agreement will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and schedule impacts will be prepared when a change in scope is identified. Refer to the Rockwell Automation Changes provision for additional terms.
C6	Customer Specific Requirements. This proposal does not include Customer specific requirements or onsite activities such as Customer or site specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C7	Infectious Disease Planning. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding. In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.
C8	On-site Working Hours. Rockwell Automation Standard working hours may differ by country. Contact your local Rockwell Automation Distributor or Sales Office to obtain current local standard working hours.
C9	Stand-by time is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.
C10	Work Site Safety. Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally recognized standards and regulations, for work at the site.
C11	Safety and Substance Abuse. Rockwell Automation will comply with its own Substance Abuse Policy which meets the intent of the DRUG FREE WORKPLACE Act and all other legal requirements regarding drug testing. A copy of this policy can be supplied upon request.
C12	Ethics and Compliance. All of Rockwell Automation's employees and every person who performs work for, or on behalf of Rockwell Automation are treated with respect and dignity. Rockwell Automation has a no-tolerance

	policy for discrimination, harassment, and zero tolerance for workplace violence and weapons. Please see the PartnerNetwork Code of Conduct and the Rockwell Automation Global Policy People for further details. https://www.rockwellautomation.com/en-us/company/about-us/sustainability/ethics-compliance.html .
C13	Third Party Software. This Statement of Work may include third party software that is subject to third party license terms ("Third Party Software"). Customer's right to use such Third Party Software as part of or in connection with the Work is subject to any applicable acknowledgements and license terms accompanying such Third Party Software contained therein. If there is a conflict between the licensing terms of such Third Party Software and this Statement of Work, the licensing terms of the Third Party Software shall prevail in connection with the related Third Party Software.
C14	Information Security Standards In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices: Data Transmission Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place using secure, industry acceptable, standards (e.g., password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, an encrypted file transfer service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use Customer specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility. Customer-Provided Hard Disk If Rockwell Automation personnel are required to use Customer provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry standard open-source encryption solutions. The Customer must use commercially reasonable efforts to prevent the Customer-provided hard disk from introducing any malicious software into Rockwell Automation's systems. These efforts shall include, but are not limited to, the use of anti-virus and/or anti-malware and the regular deployment of security patches to remediate any vulnerabilities. Remote Access Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.
C15	Cybersecurity for Solutions. Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.
C6	Personal Data. To the extent Rockwell Automation processes personal data in the performance of the services under this Statement of Work, such processing of personal data will be conducted in accordance with the Data Processing Addendum ("DPA") available at https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/data-processing-addendum.html .
C17	Customer Information. Rockwell Automation will share with its authorized distributor or partner of record Customer Data collected under this Agreement pursuant to the terms herein and the Rockwell Automation Privacy and Cookies Policy located at https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/privacy-and-cookies-policy.html .
C18	Customer Success Publication. Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer's name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.
C19	Resource Allocation. Rockwell Automation will dispatch the most local resource available. In the scenario where the most local resource is not available, Rockwell Automation will dispatch the nearest qualified Field Service Resource to respond to the request. If the customer does not wish to pay additional travel costs, Rockwell Automation will dispatch the <i>first available</i> local Field Service Professional.
C20	All demolition, installation and wiring requirements not included in this proposal. Rockwell Automation Installation Services can be offered upon request at an additional expense.
E1	Parts, installation of parts, and any travel associated with such activity are not included in this Agreement. Any part(s) required in coordination with this Agreement is the responsibility of the customer. Rockwell Automation Field Service Professionals do not carry parts. Parts and materials provided will be invoiced per Rockwell Automation standard pricing in effect at the time of services rendered, except in cases of prior contractual agreement. Rockwell Automation shall be the sole authority to determine warranty/non-warranty status of any service disputes.

• DISTRIBUTOR COMMERCIAL TERMS

• DELIVERY

Delivery is contingent upon the availability of customer and Rockwell resources and products. Work may be performed on-site or off as a function of the type of work and the acceptance of the customer. Rockwell cannot guarantee a specific engineer as work is performed and checked by a team.

• OTHER LIMITATIONS

- Customer shall not directly contact or communicate with any Rockwell employee or subcontractor for purposes of hiring such Rockwell employee or subcontractor during the provision of the services or for two (2) years thereafter, except as may otherwise be authorized by Rockwell in writing. Customer further covenants and agrees that it shall not enter into any agreement or understanding with such Rockwell employee, subcontractor or any third party to circumvent this provision.
- If Rockwell personnel deems any equipment to be unfamiliar or unsafe, Rockwell may choose to refuse service.
- This Statement of Work will supersede any other terms identified in Customer's purchase order or other relevant agreements or documentation. Any changes to this proposal or Statement of Work must be agreed by both parties in a signed writing.

• PRICING SUMMARY

Rexel's price is based on the Statement of Work set forth in Section Error! Reference source not found. above. All prices are in U.S (United States). dollars. Proposal is valid for 30 days (about 4 and a half weeks) from date of issue. Rexel reserves the right to provide a new proposal should new needs or information become available.

Table 2 shows the summary of hours and extended price.

Table 2, Pricing Summary

Qty	Manufacturer	Products	Short Description	Unit Price	UOM	Extended Price
10 Days	Allen-Bradley	FLDA125	AB SERVICE FIELD SERVICE VIRTUAL STOCK - Removal, Installation and commissioning	\$3,407.00	Hour	\$34,700.00
	Not to exceed Total					\$34,700.00

• Purchase Order Instructions

Email Purchase Order

To: Edward.Arndt@RexelUSA.com

• Distributor Terms and Conditions of Sale

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html> Full phone support at (888) 739-3577.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-448

Agenda Date: 8/18/2026

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 ITBC No. 26-017 for injection well IW-1 rehabilitation and mechanical integrity testing to All Webbs Enterprises, Inc.; authorizing execution of a contract with All Webbs Enterprises, Inc., the lowest priced responsive and responsible bidder, in an amount not to exceed \$472,000.00, plus a \$100,000.00 city contingency to address unforeseen conditions and necessary adjustments during the project; providing for execution and an effective date. (Funds from Account #413-360-3603-53600-506530 - CIP-Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$472,000.00 (plus \$100,000 City Contingency)

Account Name: CIP-Infrastructure

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

Background/History

The City of Deerfield Beach utilizes Class I deep injection wells as a critical component of its wastewater management and concentrate disposal infrastructure. Injection Well IW-1 serves as a primary asset for the safe and permitted disposal of treated effluent or reverse osmosis concentrate, operating under regulatory oversight enforced by the Florida Department of Environmental Protection (FDEP) pursuant to Underground Injection Control (UIC) regulations.

To maintain continuous operational compliance, protect the underlying hydrogeology, and satisfy FDEP operating permit mandates, Class I injection wells must undergo periodic comprehensive evaluations. This includes rigorous Mechanical Integrity Testing (MIT), comprising radioactive tracer surveys, caliper logs, and temperature/pressure testing, to verify the structural soundness of the casing and confirm the absence of fluid migration into overlying underground sources of drinking water.

Routine operational monitoring and historical well performance data indicate that Injection Well IW-1 is experiencing capacity constraints and efficiency losses associated with scaling, bio-fouling, and potential particulate accumulation within the injection zone and well screen/casing intervals.

Performing timely rehabilitation and mechanical integrity testing is essential for the following reasons:

- Regulatory Compliance: FDEP operating permits mandate strict adherence to testing

schedules and mechanical integrity standards. Executing the required MIT ensures the City remains fully compliant, avoiding potential regulatory notices of violation, fines, or restrictions on plant discharge capacity.

- **Asset Preservation & Longevity:** Deep injection wells represent multi-million-dollar capital investments. Proactive mechanical cleaning, acid treatment, and well rehabilitation remove performance-inhibiting blockages, restoring injectivity and extending the useful operational life of the asset.
- **Operational Redundancy & Capacity:** With the City's water and wastewater utilities operating under strict peak demand and disposal requirements, maintaining fully functioning disposal infrastructure is vital. Unplanned outages or capacity reductions in primary injection wells severely threaten the plant throughout and the operational flexibility.

Executing this specialized rehabilitation and testing program ensures the continuous, safe, and legally compliant operation of the City's deep well disposal system while protecting critical environmental resources.

Current Activity

The Procurement and Contract Administration Division issued Invitation to Bid Construction (ITBC) 26-017 for Injection Well IW-1 Rehabilitation and Mechanical Integrity Testing (MIT). On June 3, 2026, the ITBC was advertised and the notice was sent to 215 prospective firms/vendors via the eProcurement Marketplace.

On July 8, 2026 at 2:00 p.m., the Procurement and Contract Administration Division opened the three responses from the following bidders: All Webbs Enterprises, Inc.; A.C. Schultes of Florida, Inc.; and Florida Design Drilling Corp, and reviewed the bids to ensure that they met the ITBC requirements.

The Procurement and Contract Administration Division reviewed the bid submitted by All Webbs Enterprises, Inc., the apparent the lowest responsive and responsible bidder, discussed it with the Department of Environmental Services and the Engineer of Record, Hazen and Sawyer, and concluded that All Webbs Enterprises, Inc. met all the requirements.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach approve the award of ITBC #26-017 to All Webbs Enterprises, Inc. for the Injection Well IW-1 Rehabilitation and Mechanical Integrity Testing (MIT), in an amount not exceed \$472,000.00, plus a City contingency amount of \$100,000.00 to address unforeseen conditions or necessary adjustments during the Project.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITBC NO. 26-017 FOR INJECTION WELL IW-1 REHABILITATION AND MECHANICAL INTEGRITY TESTING TO ALL WEBBS ENTERPRISES, INC.; AUTHORIZING EXECUTION OF A CONTRACT WITH ALL WEBBS ENTERPRISES, INC., THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$472,000.00, PLUS A \$100,000.00 CITY CONTINGENCY TO ADDRESS UNFORSEEN CONDITIONS AND NECESSARY ADJUSTMENTS DURING THE PROJECT; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation to Bid Construction No. 26-017 (the “ITBC”) seeking a qualified contractor for the Injection Well IW-1 Rehabilitation and Mechanical Integrity Testing (the “Project”); and

WHEREAS, the ITBC was advertised in the legal notices section on the Broward County designated website on June 3, 2026, and the notice was sent to 215 prospective firms via the e-Procurement Marketplace with 22 firms viewing the ITBC documents; and

WHEREAS, on July 8, 2026, at 2:00 p.m., the ITBC due date and time, the Procurement and Contract Administration Division (the “Division”) opened the three bids that were timely received, and reviewed the bids to ensure that they met the ITBC requirements; and

WHEREAS, the Division reviewed the bid submitted by All Webbs Enterprises, Inc. (“All Webbs”), the apparent lowest priced responsive and responsible bidder, discussed it with the Department of Environmental Services and the Engineer of Record, Hazen and Sawyer, and concluded that All Webbs met all the requirements of the ITBC; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITBC to All Webbs, the lowest priced responsive and responsible bidder to the ITBC, and authorize execution of a contract with All Webbs for the Project in an amount not to exceed \$472,000.00 (the “Contract”); and

WHEREAS, City staff determined that this Project should include a City contingency amount of \$100,000.00 to address unforeseen conditions or necessary adjustments during the Project; and

WHEREAS, substantial completion of the project shall be within 160 calendar days from the Notice to Proceed with final completion to be achieved within 190 days from the issuance of the Notice to Proceed pursuant to the ITBC.

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 ITBC to All Webbs for the Project in an amount not to exceed \$472,000.00, plus a City contingency amount of \$100,000.00 to address unforeseen conditions or necessary adjustments during the Project.

Section 3. The City Commission hereby authorizes the City Manager to execute a Contract with All Webbs for the Project, based upon the terms and conditions of the ITBC, 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 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: Yaroslav Concepcion, Environmental Services Director

FROM: Eddyson Etienne, CPPB, Senior Buyer

THRU: Oleg Gorokhovsky, Chief Financial Officer

DATE: July 24, 2026

SUBJECT: Injection Well IW-1 Rehabilitation and Mechanical Integrity Testing (MIT), ITBC #26-017

The Procurement and Contract Administration Division issued an Invitation to Bid Construction (ITBC) for Injection Well IW-1 Rehabilitation and Mechanical Integrity Testing (MIT), ITBC #26-017. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On June 3, 2026, the ITBC was advertised in the legal notices section of the Broward County Website. The notice was sent to Two Hundred Fifteen (215) prospective Offerors via the eProcurement Marketplace.
- Twenty-Two (22) vendors viewed the ITBC document.
- A non-mandatory pre-bid conference was held on June 22, 2026 at 11:00 a.m. ET, virtually via Microsoft Teams. No addenda were issued for this solicitation.
- On July 8, 2026 at 2:00 p.m. ET, the Procurement and Contract Administration Division closed and unsealed three (3) responses from the following bidders: All Webbs Enterprises, Inc., A.C. Schultes of Florida, Inc., and Florida Design Drilling Corp. 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 ITBC requirements.
- Award is recommended to the lowest responsive and responsible bidder based on the total base bid.
- The Procurement and Contract Administration Division reviewed the responses received and determined that All Webbs Enterprises, Inc. submitted the lowest responsive and responsible bid in the amount of \$472,000.00, plus \$100,000.00 City Contingency to address unforeseen conditions or necessary adjustments during the project.
- The Procurement and Contract Administration Division discussed the responses with the Department of Environmental Services and Hazen and Sawyer, the Engineer of Record. By letter dated July 23, 2026, Hazen and Sawyer confirmed that the recommended bidder is qualified to perform the work described in the solicitation documents and recommended

award to All Webbs Enterprises, Inc.

- Reference checks were conducted on All Webbs Enterprises, Inc., which revealed positive ratings.
- The work shall be substantially completed within One Hundred Sixty (160) calendar days and finally completed within One Hundred Ninety (190) calendar days of the City's issuance of the Notice to Proceed.
- Documentation related to this solicitation may be obtained by e-mailing eetienne@deerfield-beach.com. You may contact the Procurement and Contract Administration Division at 954-250-4039 with any questions.

In summary, All Webbs Enterprises, Inc. is deemed to be a responsive and responsible bidder and meets the ITBC requirements. Therefore, it is recommended that the City award ITBC 26-017, Injection Well IW-1 Rehabilitation and Mechanical Integrity Testing (MIT), to All Webbs Enterprises, Inc. in the amount of \$572,000.00, inclusive of the \$100,000.00 City Allowance, 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

Event Number	ITBC 26-017	Organization	City of Deerfield Beach
Event Title	Injection Well IW-1 Rehabilitation and Mec	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting seal	Event Owner	Eddyson Etienne
Event Type	ITB (Construction)	Email	eetienne@deerfield-beach.com
Issue Date	6/3/2026 04:20:23 PM (ET)	Phone	954 (250) 4039
Close Date	7/8/2026 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
all webbs enterprises inc	jupiter	FL	7/8/2026 10:38:38 AM (ET)	9	\$572,000.00
A.C. Schultes of Florida, Inc.	GIBSONTON	FL	7/8/2026 01:39:25 PM (ET)	9	\$584,000.00
Florida Design Drilling Corporati	West Palm Beach	FL	7/8/2026 10:42:14 AM (ET)	9	\$716,000.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

1	Mobilize and Demobilize (Not to exceed 15% of total price of bid)								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	all webbs enterprises inc	1	Lump Sum		\$63,000.00	\$63,000.00			
	A.C. Schultes of Florida, Inc.	1	Lump Sum		\$67,500.00	\$67,500.00			
	Florida Design Drilling Corporati	1	Lump Sum		\$105,000.00	\$105,000.00			
2	Well Suppression								
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	all webbs enterprises inc	8	ea		\$1,000.00	\$8,000.00			
	A.C. Schultes of Florida, Inc.	8	ea		\$5,000.00	\$40,000.00			
	Florida Design Drilling Corporati	8	ea		\$15,000.00	\$120,000.00			
3	Geophysical Logging and Video Survey								
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Florida Design Drilling Corporati	1	ea		\$20,000.00	\$20,000.00			
	A.C. Schultes of Florida, Inc.	1	ea		\$25,000.00	\$25,000.00			
	all webbs enterprises inc	1	ea		\$30,000.00	\$30,000.00			
4	Injection Well Cleaning								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	A.C. Schultes of Florida, Inc.	1	Lump Sum		\$105,000.00	\$105,000.00			
	Florida Design Drilling Corporati	1	Lump Sum		\$125,000.00	\$125,000.00			
	all webbs enterprises inc	1	Lump Sum		\$170,000.00	\$170,000.00			
5	Hydrochloric Acid								
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	A.C. Schultes of Florida, Inc.	13000	gal		\$6.50	\$84,500.00			
	Florida Design Drilling Corporati	13000	gal		\$7.00	\$91,000.00			
	all webbs enterprises inc	13000	gal		\$7.00	\$91,000.00			
6	Well Acidization								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	all webbs enterprises inc	1	Lump Sum		\$40,000.00	\$40,000.00			
	Florida Design Drilling Corporati	1	Lump Sum		\$75,000.00	\$75,000.00			
	A.C. Schultes of Florida, Inc.	1	Lump Sum		\$85,000.00	\$85,000.00			
7	Video Survey (not inclusive of the MIT video)								
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Florida Design Drilling Corporati	1	ea		\$5,000.00	\$5,000.00			
	A.C. Schultes of Florida, Inc.	1	ea		\$7,000.00	\$7,000.00			
	all webbs enterprises inc	1	ea		\$10,000.00	\$10,000.00			
8	Injection Well IW-1 Mechanical Integrity Test								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	all webbs enterprises inc	1	Lump Sum		\$60,000.00	\$60,000.00			
	A.C. Schultes of Florida, Inc.	1	Lump Sum		\$70,000.00	\$70,000.00			
	Florida Design Drilling Corporati	1	Lump Sum		\$75,000.00	\$75,000.00			
9	City Allowance (\$100,000.00)								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Florida Design Drilling Corporati	1	Lump Sum		\$100,000.00	\$100,000.00			

all webbs enterprises inc	1	Lump Sum	\$100,000.00	\$100,000.00
A.C. Schultes of Florida, Inc.	1	Lump Sum	\$100,000.00	\$100,000.00

SECTION VI – SCOPE OF WORK

The City of Deerfield Beach is seeking a qualified Contractor to furnish all labor, materials, equipment, tools, supervision, insurance, bonds, permits, and incidentals necessary to perform the rehabilitation and mechanical integrity testing (MIT) of one existing Class I injection well, IW-1, located at the City's West Water Treatment Plant, 290 Goolsby Boulevard, Deerfield Beach, Florida 33442.

The Work includes cleaning, flushing, airlift development, and acidization of Injection Well IW-1 to remove scale buildup within the fiberglass reinforced plastic (FRP) tubing and open-hole interval, reduce injection pressures, and restore well performance and injection capacity. Following rehabilitation activities, the Contractor shall perform geophysical logging and video surveying to evaluate and document the effectiveness of the rehabilitation efforts.

The Work further includes performing internal and external mechanical integrity testing of IW-1 to demonstrate the integrity of the well casing and tubing and to verify that no fluid movement occurs into an underground source of drinking water, in accordance with Chapter 62-528, Florida Administrative Code, and Florida Department of Environmental Protection Underground Injection Control Operation Permit No. 0128648-007-UO/11. The required mechanical integrity testing shall be completed no later than December 9, 2026, in accordance with permit requirements.

All Work shall be performed in strict accordance with the requirements, technical specifications, drawings, and plans contained in Exhibit I – Technical Specifications and Plans, which is incorporated herein by reference. In the event of a conflict between the narrative description in this section and the technical requirements of Exhibit I, the requirements of Exhibit I shall govern, subject to the overall order of precedence set forth in Section III, Article 13. The Contractor shall coordinate all activities with the City to minimize disruptions to ongoing water treatment plant operations.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-458

Agenda Date: 8/18/2026

Status: DEPARTMENTAL BUSINESS

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. (Deferred from August 4, 2026)

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 8th 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 2nd 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.

Application #		Complete Application Received:	
----------------------	--	---------------------------------------	--

**Above is for City use only*

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

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

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

APPLICANT INFORMATION	
Organization Name: 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:	
☒ For Profit	
☐ Non-Profit (must include IRS 501(c) tax exempt letter)	
☐ 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 & 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 1st - October 31st, 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 entrances	removable yard signs only 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:



SE 15th Ave

E Hillsboro Blvd

SE 15th Terrace

SE 15th Terrace

North Broward
Center for Laser...

Bunker Barbershop

Cartorio Brasileiro

102

Casa Miya Grill
Mexican

301

318

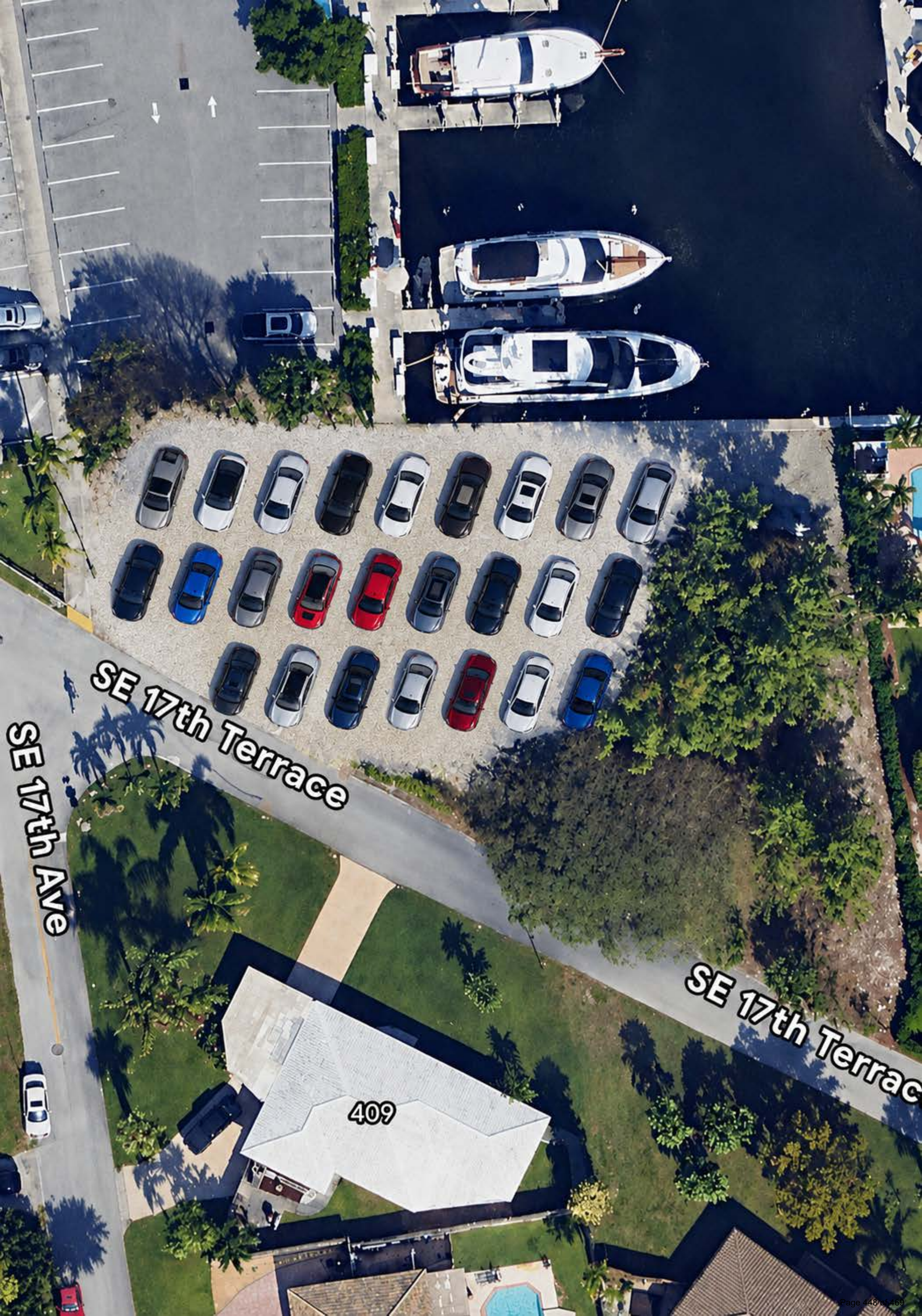
Canine grooming lounge

Embossd Hair Studio

Saints Irish Pub PUB

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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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.

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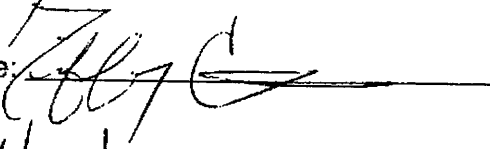
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 - Works collaboratively with plaza tenants to enhance, rather than hinder, business activity
- We believe that with these considerations, the market can become a valuable addition to The Cove—one that supports both the community and the businesses 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:

TIFFANY CASSO ST. PAT'S IRISH PUB

Signature: 

Date: 4/15/26

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:

COVE LAUNDRY

Signature: 

Date: 4/15/26

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.

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- 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:

CASA MAYA GELL

Signature: 

Date: 4/15/26

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.

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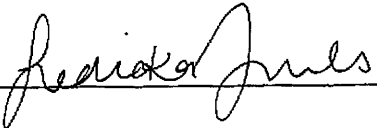
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 - Works collaboratively with plaza tenants to enhance, rather than hinder, business activity
- We believe that with these considerations, the market can become a valuable addition to The Cove—one that supports both the community and the businesses 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:

Sage Dental
of East Deerfield ATC

Signature: 

Date: 4/16/2026

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.

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Specifically, we support a market that:

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 - 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:

Kavasutra - Jack Senfno

Signature: _____

Date: _____

4/16/26

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.

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- 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:

INBA SHAKY wiy By Jolie

Signature: [Signature]

Date: 4-16-26

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.

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- 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:

Jennifer Swomela - Reiki Acupuncture & Natural Medicine

Signature: 

Date: 4/16/26

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.

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- 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:

Embassy Hair Studio

Signature: Bianca Pedroni

Date: 4/16/2026

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.

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 - 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:

GUARDIAN EXCHANGE CENTER

Signature: _____

Date: _____

7/16/2026

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:

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 - 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:

Revive Smoothie Bar

Signature: 

Date: 4-16-26

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:

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 - 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:

Paul's Cove Barbershop

Signature: Rhonda L. Pina

Date: 4/16/26

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
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- 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:

PATRIZIA'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

To Whom It May Concern,

We, the undersigned tenants of The Cove Shopping Center in Deerfield Beach, collectively express our position regarding the current Cove Farmers Market and the request to extend it through the summer months. While we appreciate the effort to activate the plaza and support local initiatives, the market in its current form has not received sufficient support from the businesses within the shopping center. As we enter the summer season—historically the most challenging time of year for many of our businesses—customer parking becomes essential to our ability to remain competitive and continue serving our community. The continued use of the parking lot for the market during the summer creates a hardship that we cannot afford, as it limits parking availability for our customers during a period when every customer matters. For this reason, we do not support extending the current market through the summer months. We do, however, support a restructured market for the season of **October 3, 2026 through May 1, 2027**, provided it better reflects the needs of the shopping center and the community by:

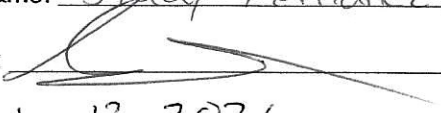
- Prioritizing local artisans, makers, and arts & crafts vendors.
- Reducing the number of food vendors to minimize direct competition with existing restaurants and food businesses.
- Remaining true to the original vision of **"For Locals, By Locals."**
- Working collaboratively with plaza tenants to create an event that complements, rather than competes with, existing businesses.

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

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:

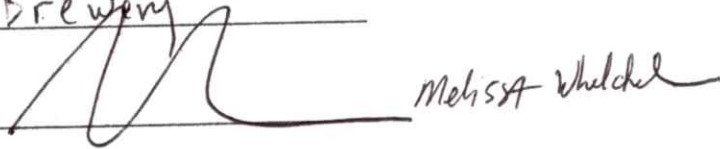
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- Works collaboratively with plaza tenants to enhance, rather than hinder, business activity

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:

Cove Brewery
Signature: 
Date: 4-14-26

**Letter of Position from Tenants of The Cove Shopping Center
Regarding the Cove Farmers Market**

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.

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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.

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- Prioritizes **local artisans, makers, and arts & crafts vendors**
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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: Cove Food Mart
Name & Title: N. Sai Sakeeth
Signature: N. Sai Sakeeth
Date: 07/13/2026

**Letter of Position from Tenants of The Cove Shopping Center
Regarding the Cove Farmers Market**

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.

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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: IV Splash
Name & Title: Alyson Pillittery
Signature: [Signature]
Date: 7/13/24

**Letter of Position from Tenants of The Cove Shopping Center
Regarding the Cove Farmers Market**

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.

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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: Andrew F. Bruno MD PA
Name & Title: Fran Bruno - Manager/owner
Signature: Fran Bruno
Date: 7/13/26

**Letter of Position from Tenants of The Cove Shopping Center
Regarding the Cove Farmers Market**

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.

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- 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: DELUXE JEWELRY
Name & Title: PRESIDENT
Signature: [Signature]
Date:

**Letter of Position from Tenants of The Cove Shopping Center
Regarding the Cove Farmers Market**

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: Thai Sushi Express
Name & Title: Hikary manager
Signature: [Signature]
Date: mon July 13, 2026

LETTER OF POSITION FROM TENANTS OF THE COVE SHOPPING CENTER

Regarding the Cove Farmers Market

To Whom It May Concern,

We, the undersigned tenants of The Cove Shopping Center in Deerfield Beach, collectively express our position regarding the current Cove Farmers Market and the request to extend it through the summer months. While we appreciate the effort to activate the plaza and support local initiatives, the market in its current form has not received sufficient support from the businesses within the shopping center. As we enter the summer season—historically the most challenging time of year for many of our businesses—customer parking becomes essential to our ability to remain competitive and continue serving our community. The continued use of the parking lot for the market during the summer creates a hardship that we cannot afford, as it limits parking availability for our customers during a period when every customer matters. For this reason, we do not support extending the current market through the summer months. We do, however, support a restructured market for the season of **October 3, 2026 through May 1, 2027**, provided it better reflects the needs of the shopping center and the community by:

- Prioritizing local artisans, makers, and arts & crafts vendors.
- Reducing the number of food vendors to minimize direct competition with existing restaurants and food businesses.
- Remaining true to the original vision of “**For Locals, By Locals.**”
- Working collaboratively with plaza tenants to create an event that complements, rather than competes with, existing businesses.

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: Five Elements Medical Spa & Wellness Center

Printed Name: Ornela Rothermel

Signature: *Ornela Rothermel*

Date: 07/14/26