



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-127

Agenda Date: 3/31/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with the Broward County Tax Collector for the collection of Non-Ad Valorem Special Assessments; authorizing execution of the Agreement; providing for conflicts, 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, Florida, imposes non-ad valorem special assessments to fund specific services and improvements. This item seeks approval of an agreement with the Broward County Tax Collector to collect such non-ad valorem special assessments on behalf of the City. The agreement outlines the responsibilities of the City and Tax Collector, including certification of the assessment roll, collection of assessments, and reimbursement of administrative costs. The agreement ensures the assessments are collected efficiently, uniformly, and in compliance with Florida law.

Recommendation

Staff recommends approval and authorization for the Mayor to execute the agreement.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE BROWARD COUNTY TAX COLLECTOR FOR THE COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) is authorized to levy and collect non-ad valorem special assessments in accordance with applicable law; and

WHEREAS, Sections 197.3631 through 197.3635, Florida Statutes, provide that notice of non-ad valorem assessments may be provided by including assessments in the property appraiser’s notice of proposed taxes and proposed or adopted non-ad valorem assessments; and

WHEREAS, Section 197.3632, Florida Statutes, requires that the City enter into a written agreement with the property appraiser and tax collector providing for reimbursement of necessary administrative costs incurred; and

WHEREAS, the purpose of the Agreement for Uniform Collection of Non-Ad Valorem Assessments (the “Agreement”) with the Broward County Tax Collector (the “Tax Collector”), attached as Exhibit “1”, is to establish the terms and conditions between the Tax Collector and the City, in order for the Tax Collector to collect non-ad valorem assessments imposed by the City; and

WHEREAS, the Agreement provides for reimbursement of the Tax Collector’s actual costs of collection in an amount not to exceed two percent (2%) of the amount of the assessments collected and remitted pursuant to Section 197.3632(8)(c), Florida Statutes, and the Tax Collector’s necessary administrative costs for the collection and enforcement of the special assessments by the Tax Collector under the uniform methodology; and

WHEREAS, City staff recommends the City Commission approve and authorize execution of the Agreement with the Tax Collector, attached as Exhibit “1”; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve and authorize the execution of the Agreement with the Tax Collector, 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 Tax Collector, attached as Exhibit “1,” for the Tax Collector to collect and enforce non-ad valorem assessments on behalf of the City.

Section 3. The City Manager is hereby authorized to execute the Agreement with the Tax Collector, 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 take all necessary steps to implement the aims of this Resolution.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**AGREEMENT FOR UNIFORM COLLECTION OF
NON-AD VALOREM SPECIAL ASSESSMENTS**

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the City of Deerfield Beach (“City”), whose address is 150 NE 2nd Avenue, Deerfield Beach, Florida, 33441 and the Honorable Abbey Ajayi, the state-constitution Tax Collector in and for the Broward County political subdivision, whose address is 115 S. Andrews Avenue, A100, Fort Lauderdale, Florida 33301 (“Tax Collector”).

SECTION I
Purpose

1. The City is authorized to impose and to levy, and by appropriate Resolution has expressed its intent to use the statutory uniform methodology form of collection of, non-ad valorem assessments for certain projects or improvements (“Assessments”), by Chapter 76-441, as amended, Laws of Florida, Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, and rules adopted by the City, and other applicable provision of law.

2. The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall, pursuant to Section 197.3632, Florida Statutes, collect and enforce those certain non-ad valorem special assessments imposed and levied by City.

3. City acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem assessments, including the City’s “Assessments,” and that it is the sole responsibility and duty of the City to follow

all procedural and substantive requirements for the imposition and levy of constitutionally lienable non-ad valorem assessments, including the Assessments.

SECTION II
Term

The term of this Agreement shall commence upon execution, effective for 2025, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the City shall inform the Tax Collector, as well as Property Appraiser and the Department of Revenue, by January 10th of that calendar year, that the City intends to discontinue to use the uniform methodology for such Assessments using form DR-412 promulgated by the Florida Department of Revenue.

SECTION III
Duties and Responsibilities of City

The City shall:

1. Reimburse the Tax Collector for the actual costs of collection of the non-ad valorem assessments, which reimbursement amount will not exceed two (2) percent of the amount of the Assessments collected and remitted pursuant to Section 197.3632(8)(c), Florida Statutes;
2. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the Assessments by the Tax Collector under the uniform methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

3. Pay for or alternatively reimburse the Tax Collector for any separate tax bill (not the tax notice) necessitated by any subsequent inability of the Tax Collector to merge the non-ad valorem special assessment roll as certified pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2) Florida Administrative Code.

4. Upon being billed timely, pay directly for necessary advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida statutes, and Rule 12D-18.004(2), Florida Administrative Code.

5. Timely certify the applicable non-ad valorem assessment roll to the Tax Collector in accordance with the requirements of Section 197.3632(10), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.

SECTION IV
Duties of the Tax Collector

1. The Tax Collector shall take all actions legally required to collect the Assessments in accordance with Chapter 197, Florida Statutes.

2. The Tax Collector agrees to cooperate with the City in implementation of the uniform methodology for collecting Assessments pursuant to and as limited by Sections 197.3632 and 197.3635, Florida Statutes.

3. If the Tax Collector discovers errors or omissions on such roll, Tax Collector may request that the City file a corrected roll or a correction of the amount of any assessment. The City shall bear the cost of any such error or omission.

4. Tax Collector hereby agrees to accept Intent Resolution Nos. 2001/174, 2009/307 and 2023/190, attached hereto and incorporated as part of this agreement as Exhibit A, as required by Section 197.3632(3)(a), Florida Statutes.

SECTION VI
Miscellaneous

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, except in writing and signed by the parties hereto.

2. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

3. This Agreement shall be governed by the laws of the State of Florida.

4. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute but one and the same instrument.

5. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

a. As to Tax Collector: Hon. Abbey Ajayi
Broward County Tax Collector
115 S. Andrews Avenue, A100
Fort Lauderdale, FL 33301

With a copy to: Timothy R. Qualls, Esq.
Young Qualls, P.A.
Post Office Drawer 1833
Tallahassee, FL 32302-1833

b. As to City: Mayor Todd Drosky
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

With a copy to:

Anthony Soroka, City Attorney
Weiss Serota Helfman Cole & Bierman
2255 Glades Road, Suite 200E
Boca Raton, FL 33431

6. To the extent of any legal action which may be filed in local, state or federal courts or before an administrative agency against either party regarding the imposition, levy, roll preparation and certification of the Assessments, each party agrees to be fully responsible for such claim, liability or damage arising from its own acts or omissions within the course and scope of this own authority or actions within the scope of this Agreement. Nothing herein shall serve or be interpreted as a waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, as may be applicable to or limit liability on behalf of the other party. The parties further agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement.

7. Each Party hereby knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury in respect to any litigation based herein, or arising out of, under, or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either Party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

BROWARD COUNTY TAX COLLECTOR

Signature

Abbey Ajayi, Tax Collector

Printed Name

Date

ATTEST:

CITY OF DEERFIELD BEACH

Signature

Todd Drosky, Mayor

Printed Name

Date

RESOLUTION NO. 2001/174

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach, Florida (the "City") is contemplating the imposition of special assessments for the provision of fire rescue services; and

WHEREAS, the City intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing fire rescue services to property within the incorporated area of the City as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2002, in the same manner as provided for ad valorem taxes; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A;

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

SECTION 1. Commencing with the Fiscal Year beginning on October 1, 2002, and with the tax statement mailed for such Fiscal Year, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing fire rescue services. Such non-ad valorem assessments shall be levied within the incorporated area of the City. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference.

SECTION 2. The City hereby determines that the levy of the assessments is needed to fund the cost of fire rescue services within the incorporated area of the City.

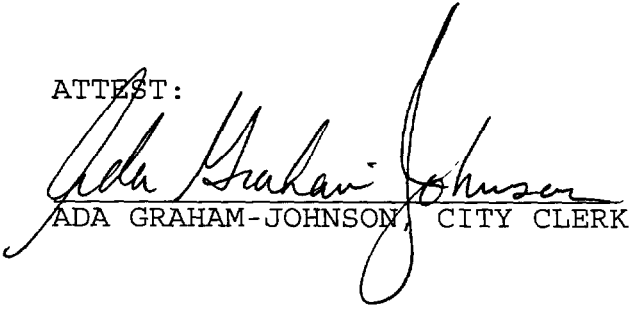
SECTION 3. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Broward County Department of Revenue Collection, and the Broward County Property Appraiser by January 10, 2002.

Resolution No. 2001/174
Page 2

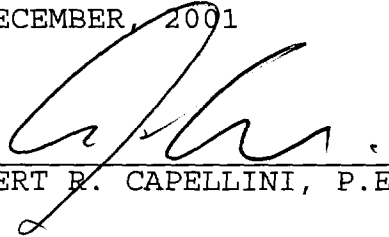
SECTION 4. This Resolution shall be effective upon adoption.

ADOPTED THIS 18 DAY OF DECEMBER, 2001

ATTEST:



ADA GRAHAM-JOHNSON, CITY CLERK



ALBERT R. CAPELLINI, P.E., MAYOR

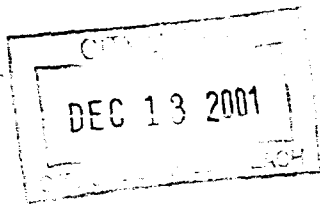


EXHIBIT "A"
SUN-SENTINEL
PUBLISHED DAILY

FORT LAUDERDALE, BROWARD COUNTY, FLORIDA
BOCA RATON, PALM BEACH COUNTY, FLORIDA
MIAMI, MIAMI DADE COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF BROWARD/PALM BEACH/MIAMI DADE
BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED

CHRIS BULL WHO, ON OATH, SAYS THAT
HE/SHE IS A DULY AUTHORIZED REPRESENTATIVE OF THE CLASSIFIED
DEPARTMENT OF THE SUN-SENTINEL, DAILY NEWSPAPER PUBLISHED
IN BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA, AND THAT THE
ATTACHED COPY OF ADVERTISEMENT, BEING A:

P.H. 2002-063

IN THE MATTER OF:

P.H. 2002-063

IN THE CIRCUIT COURT, WAS PUBLISHED IN SAID NEWSPAPER IN THE
ISSUES OF:

11/28,,S,12/4,11

10664358

AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A NEWSPAPER
PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA,
AND THAT THE SAID NEWSPAPER HAS HERETOFORE BEEN CONTINUOUSLY
PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA,
EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MATTER AT THE
POST OFFICE IN FORT LAUDERDALE, IN SAID BROWARD COUNTY, FLORIDA,
FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF
ATTACHED COPY OF ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT
HE/SHE HAS NEITHER PAID, NOR PROMISED, ANY PERSON, FIRM, OR
CORPORATION, ANY DISCOUNT, REBATE, COMMISSION, OR REFUND, FOR THE
PURPOSE OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID
NEWSPAPER.

Chris Bull
(SIGNATURE OF AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME
ON: 11-December-2001, A.D.

Tara L. Bezak
(SIGNATURE OF NOTARY PUBLIC)



Tara L. Bezak
MY COMMISSION # DD024939 EXPIRES
July 20, 2005
BONDED THRU: TROY FAIR INSURANCE INC.

(NAME OF NOTARY, TYPED, PRINTED, OR STAMPED)

PERSONALLY KNOWN OR

PRODUCED IDENTIFICATION

PH 2002-063
CITY OF DEERFIELD
BEACH, FLORIDA
**NOTICE OF INTENT
TO USE UNIFORM
METHOD OF COLLECTING
NON-AD VALOREM AS-
SESSMENTS**
The City of Deerfield
Beach, Florida (the "City")
hereby provides notice,
pursuant to Section 197.
3632(3)(a), Florida Stat-
utes, of its intent to use
the uniform method of
collecting non-ad valorem
special assessments to be
levied within the incorpo-
rated area of the City, for
the cost of providing fire
rescue services com-
mencing for the Fiscal
Year beginning on Octo-
ber 1, 2002. The City will
consider the adoption of a
resolution electing to use
the uniform method of
collecting such assess-
ments authorized by Sec-
tion 197.3632, Florida
Statutes, at a public hear-
ing to be held at 7:00 p.m.
on December 18, 2001, at
the City Commission
Chambers, 150 NE 2nd Av-
enue, Deerfield Beach,
Florida. Such resolution
will state the need for the
levy and will contain a le-
gal description of the
boundaries of the real
property subject to the
levy. Copies of the pro-
posed form of resolution,
which contains the legal
description of the real
property subject to the
levy, are on file at the Of-
fice of the City Clerk,
Deerfield Beach, Florida.
All interested persons are
invited to attend.
In the event any person
decides to appeal any de-
cision by the City with re-
spect to any matter relat-
ing to the consideration of
the resolution at the
above-referenced public
hearing, a record of the
proceeding may be need-
ed and in such an event,
such person may need to
ensure that a verbatim
record of the public hear-
ing is made, which record
includes the testimony
and evidence on which
the appeal is to be based.
Any person requiring aux-
iliary aids and services at
this meeting may contact
the City Clerk's Office at
(954) 480-4213 at least 24
hours prior to the meet-
ing. If you are hearing or
speech impaired, please
contact the Florida Relay
Service by using the fol-
lowing numbers: 1-800-
955-8770 or 1-800-955-
8771.
CITY OF DEERFIELD
BEACH, FLORIDA
BY: ADA GRAHAM-JOHN-
SON, CMC CITY CLERK
**November 28, December
4, 11, 2001**

EXHIBIT "B"

§ 2.01

DEERFIELD BEACH CODE

ARTICLE II. CORPORATE LIMITS

Section 2.01. Description of corporate limits.

The following area shall constitute the corporate limits of the city:

All that territory lying and situate in Broward County, Florida as provided in the laws of Florida, Chapter 59-1214, Special Acts, 1959; Chapter 61-2068, Special Acts, 1961; Chapter 70-647, Special Acts, 1970; additions thereto, and subsequent additions by ordinance, and special act to wit:

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

Commencing at a point of beginning which is the northeast corner of Broward County, Florida; thence westerly along the north boundary line of Broward County, Florida to a point on the east boundary of Florida's Turnpike; thence southerly along the east boundary of Florida's Turnpike to the south right-of-way line of said Hillsboro Boulevard (SR 810); thence continue along said east boundary of Florida's Turnpike to a point on the south line of the north one-half ($N\frac{1}{2}$) of the northeast one-quarter ($NE\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of Section 5, Township 48 South, Range 42 East; thence S. $88^{\circ}38'14''$ E. along said south line 98.76 feet to a point on the west line of Section 4, Township 48 South, Range 42 East; thence N. $00^{\circ}08'17''$ W. along said west line a distance of 665.79 feet to a point on the north line of the southwest one-quarter ($SW\frac{1}{4}$) of said Section 4; thence S. $89^{\circ}40'49''$ E. along said north line a distance of 1,007.51 feet to a point on the west line of the east one-half ($E\frac{1}{2}$) of the east one-half ($E\frac{1}{2}$) of the northwest one-quarter ($NW\frac{1}{4}$) of the southwest one-quarter ($SW\frac{1}{4}$) of said Section 4; thence south along said west line a distance of 1,332.81 feet to the north line of the southwest one-quarter ($SW\frac{1}{4}$) of the southwest one-quarter ($SW\frac{1}{4}$); thence S. $89^{\circ}36'27''$ E. along said north line a distance of 334.34 feet to a point on the east line of the southwest one-quarter ($SW\frac{1}{4}$) of the southwest one-quarter ($SW\frac{1}{4}$) of said Section 4; thence S. $00^{\circ}07'08''$ E. along said east line a distance of 438.90 feet to a point of the north right-of-way line of S.W. 10th Street; thence S. $00^{\circ}07'08''$ W., a distance of 281.38 feet to an intersection with the arc of a circular curve to the right whose radius point bears N. $07^{\circ}32'26''$ W.; thence westerly along the arc of said curve having a radius of 11,919.76 feet, a central angle of $01^{\circ}41'44''$, an arc distance of 352.72 feet; thence S. $07^{\circ}57'04''$ E., a distance of 372.44 feet; thence S. $04^{\circ}48'24''$ W., a distance of 466.62 feet; thence S. $46^{\circ}28'34''$ W., a distance of 466.62 feet; thence S. $88^{\circ}53'16''$ W., a distance of 709.58 feet, more or less, to an intersection with the east right-of-way line of the Florida Turnpike; thence southerly along said east right-of-way line to an intersection with a line 40.0 feet north of and parallel with the south line of the southwest one-quarter ($SW\frac{1}{4}$) of said Section 9; thence easterly along said parallel line to an intersection with the east line of the southwest one-quarter ($SW\frac{1}{4}$) of said Section 9; thence northerly along said line to an intersection with a line 55.0 feet north of and parallel with the south line of the southeast

Public Records of Broward County, Florida; thence easterly along said south line to an intersection with a line 94.0 feet west of and parallel with the east line of Section 4, Township 48 South, Range 42 East, said line being further described as the west right-of-way line of Powerline Road (SR 845); thence southerly along said west right-of-way line to a point on the north line of the south half ($S\frac{1}{2}$) of the northeast quarter ($NE\frac{1}{4}$) of the southeast quarter ($SE\frac{1}{4}$) of the southeast quarter ($SE\frac{1}{4}$) of Section 4, Township 48 South, Range 42 East; thence west along said north line to the northwest corner of the south half ($S\frac{1}{2}$) of the northeast quarter ($NE\frac{1}{4}$) of the southeast quarter ($SE\frac{1}{4}$) of the southeast quarter ($SE\frac{1}{4}$) of said Section 4; thence south along the west line of the south half ($S\frac{1}{2}$) of the northeast quarter ($NE\frac{1}{4}$) of the southeast quarter ($SE\frac{1}{4}$) of the southeast quarter ($SE\frac{1}{4}$) to the southwest corner of said south half of Section 4, Township 48 South, Range 42 East; thence north $89^{\circ}58'36''$ east to a point 615.44 feet west of the east line of said Section 4; thence south $00^{\circ}21'17''$ west a distance of 65.00 feet; thence north $89^{\circ}58'36''$ east, a distance of 521.45 feet to a line 94.0 feet west of and parallel with the east line of Section 4, Township 48 South, Range 42 east, said line being further described as the west right-of-way line of Powerline Road (S.R. 845); thence southerly along said west right-of-way line to a point 70.00 feet south of the north line of the south one-half ($S\frac{1}{2}$) of the northeast one-quarter ($NE\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of Section 4, Township 48 South, Range 42 East; thence north $89^{\circ}57'58''$ west for a distance of 239.00 feet; thence north $00^{\circ}20'52''$ east for a distance of 70.00 feet to the south line of a 100 foot wide canal; thence along the said south right-of-way line north $89^{\circ}57'58''$ west for a distance of 287.33 feet to the point of curve of a curve concave to the southeast and having a radius of 60.00 feet; thence along the arc of said curve southwesterly for a distance of 43.45 feet, through a central angle of $41^{\circ}29'22''$ to its intersection with the east right-of-way line of an 80.00 foot wide canal; thence along said east right-of-way line S. $00^{\circ}21'17''$ W. a distance of 292.00 feet to the south line of the south one-half ($S\frac{1}{2}$) of the northeast one-quarter ($NE\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 4; thence along said south line N. $89^{\circ}58'36''$ east for a distance of 20.00 feet to its intersection with the east right-of-way line of a 100 foot wide canal; thence along the said east right-of-way line south $00^{\circ}21'17''$ west for a distance of 65.00 feet to its intersection with a line parallel with and 65.00 feet southerly from the south line of the south one-half ($S\frac{1}{2}$) of the northeast one-quarter ($NE\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of the southeast one-quarter ($SE\frac{1}{4}$) of said Section 4; thence continuing along said parallel line north $89^{\circ}58'36''$ east for a distance of 521.44 feet to its intersection with the west right-of-way line of Powerline Road (S.R. 845); thence south along the westerly right-of-way line of said Powerline Road to a point lying 301.79 feet north of the south line of said Section 4, as measured along the westerly right-of-way line of said Powerline Road (SR 845); thence S. $45^{\circ}20'52''$ W. on an assumed bearing, making an excluded angle of $45^{\circ}00'00''$ with the westerly right-of-way line of said Powerline Road (SR 845) a distance of 49.50 feet to an intersection with the north right-of-way of S.W. 10th Street; thence N. $89^{\circ}39'08''$ W., along the said north right-of-way, a distance of 969.50 feet to a point of curve; thence westerly and northerly along the arc of a circular curve to the right, having a radius of 2875.00 feet, a central angle of $20^{\circ}39'08''$, an arc distance of 1036.29 feet to a point of tangency; thence N.

69°00'00" W., a distance of 901.45 feet to a point of curve; thence northerly and westerly along the arc of a circular curve to the left having a radius of 1625.00 feet, a central angle of 20°32'04", an arc distance of 582.39 feet to a point of tangency; thence N. 89°32'04" W., a distance of 511.19 feet; thence S. 00°07'08" W., a

one-quarter (SE $\frac{1}{4}$) of said Section 9; thence easterly along said parallel line to an intersection with the east right-of-way line of Powerline Road (SR 845); thence northerly along said east right-of-way line, said line being further described as being 33.0 feet east of and parallel with the east line of said Section 9, a distance of 283.76 feet; thence S. 62°48'04" E., on an assumed bearing making an included angle of 62°45'12" with the east right-of-way line of said Powerline Road (SR 845), a distance of 62.23 feet to an intersection with the north right-of-way line of N.W. 48th Street (Green Road); thence N. 54°26'45" E. along said north right-of-way line, a distance of 356.35 feet; thence N. 59°18'15" E., along said north right-of-way line, a distance of 200.72 feet; thence N. 35°33'15" W., along said north right-of-way line of N.W. 48th Street, a distance of 12.0 feet; thence N. 54°26'45" E. along said north right-of-way line, a distance of 50.11 feet to an intersection with the arc of a circular curve to the right whose radius point bears S. 35°20'59" E.; thence easterly along the arc of said curve having a radius of 689.35 feet, a central angle of 15°39'01", an arc distance of 188.30 feet; thence N. 81°08'10" E., a distance of 100.00 feet to an intersection with the arc of a circular curve to the right whose radius point bears S. 11°34'20" E.; thence easterly along the arc of said curve having a radius of 677.35 feet, a central angle of 09°26'53", an arc distance of 111.69 feet to a point of tangency; then N. 87°52'33" E., continuing along said north right-of-way of N.W. 48th Street, a distance of 1,731.86 feet to an intersection with the west line of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 10, Township 48 South, Range 42 East; thence N. 87°52'20" E. along said northerly right-of-way line, a distance of 674.56 feet to an intersection with the west line of the east one-half (E $\frac{1}{2}$) of the west one-half (W $\frac{1}{2}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 10; thence S. 02°54'12" W. along the west line of the lands platted as The Lakes, being the centerline of N.W. 13 Avenue, according to the plat of The Lakes, P.B. 109 p.9, a distance of 53 feet; thence S. 88°16'03" E. along the centerline of Green Road (N.W. 49th Court) as shown on said plat of The Lakes, 816.58 feet; thence N. 01°43'57" E., 127.71 feet; thence N. 37°48'52" E. 103.37 feet; thence N. 17°39'00" W. 189.24 feet; thence N. 52°11'08" W. 510.71 feet; thence N. 02°53'53" E. 187.12 feet; thence S. 88°16'03" E. 84.22 feet; thence N. 37°54'12" E. 273.17 feet; thence N. 22°18'22" W. 84.31 feet; thence N. 37°54'12" E. 271.27 feet; thence S. 89°22'50" E. 189.36 feet; thence N. 07°55'11" E. 159.94 feet; thence N. 69°30'14" E. 98.27 feet; thence N. 02°52'38" E. 110.00 feet; thence S. 88°07'22" E. along the north line of the lands platted as The Lakes to an intersection with a line 53.00 feet west of and parallel with the east line of said Section 10; thence southerly along said parallel line to an intersection with the south line of the north one-half (N $\frac{1}{2}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 10; thence easterly along the south line of the north one-half (N $\frac{1}{2}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 10 and the south line of the north one-half (N $\frac{1}{2}$) of the southwest one-quarter (SW $\frac{1}{4}$) of Section 11, Township 48 South, Range 42 East to an intersection with a line 55.0 feet east of and parallel with the west line of said southwest one-quarter (SW $\frac{1}{4}$) of Section 11; thence southerly along said parallel line, a distance of 625.33 feet; thence easterly, making an included angle of 89°10'22", a distance of 109.20 feet to a point of curve; thence easterly and southerly along the arc of a circular curve to the right, having a radius of 2870.04 feet, a central angle of 21°22'11" an arc distance of 1070.44 feet to a point of tangency; thence southeasterly, tangent to the last described curve, a

distance of 454.20 feet, more or less, to an intersection with the westerly right-of-way line of the Seaboard Coastline Railroad; thence northeasterly along said westerly right-of-way line to an intersection with the east and west quarter section line of Section 11, Township 48 South, Range 42 East; thence easterly along said east and west quarter section line to an intersection with a line 50.0 feet west of and parallel with the east line of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 11; thence southerly along said parallel line 50.0 feet west of and parallel with the east line of said southeast one-quarter (SE $\frac{1}{4}$) to an intersection with the south line of the northeast one-quarter (NE $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 11; thence easterly along the south line of the northeast one-quarter (NE $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 11 and the south line of the northwest one-quarter (NW $\frac{1}{4}$) of the southwest one-quarter (SW $\frac{1}{4}$) of Section 12, Township 48 South, Range 42 East to an intersection with a line 53.0 feet east of and parallel with the west line of the southwest one-quarter (SW $\frac{1}{4}$) of said Section 12, said point being further described as the northwest corner of Parcel "A" of the Plat of "Pompano Baptist Temple" as Recorded in Plat Book 119, Page 6 of the Public Records of Broward County, Florida; thence southerly along the west line of said Parcel "A" and the easterly right-of-way of S.W. 11th Way (NE 3rd Ave. - Plat) to an intersection with the north line of the southwest one-quarter (SW $\frac{1}{4}$) of the southwest one-quarter (SW $\frac{1}{4}$) of the southwest one-quarter (SW $\frac{1}{4}$) of said Section 12; thence easterly along said north line to the northeast corner of said southwest one-quarter (SW $\frac{1}{4}$) of the southwest one-quarter (SW $\frac{1}{4}$) of the southwest one-quarter (SW $\frac{1}{4}$); thence southerly along the east line thereof to an intersection with the northerly right-of-way line of N.E. 48th Street as shown on the Plat of said "Pompano Baptist Temple"; thence easterly along said northerly right-of-way line and the southerly line of Parcel "A" of "Pompano Baptist Temple" to an intersection with the east property line of said "Pompano Baptist Temple"; thence northerly along the east property line of "Pompano Baptist Temple," 80.0 feet west of and parallel with the east line of southwest one-quarter (SW $\frac{1}{4}$) of the southwest one-quarter (SW $\frac{1}{4}$) of said Section 12 to the northeast corner of said "Pompano Baptist Temple" and the south line of the north one-half (N $\frac{1}{2}$) of the southwest one-quarter (SW $\frac{1}{4}$) of said Section 12; thence easterly along said south line to an intersection with a line 10.0 feet west of and parallel with the east line of the northwest one-quarter (NW $\frac{1}{4}$) of the southwest one-quarter (SW $\frac{1}{4}$) of said Section 12; thence northerly along said parallel line, a distance of 340.50 feet, more or less, to an intersection with the westerly extension of the north line of Block 1 of "Park Ridge," according to the Plat thereof as recorded in Plat Book 48, Page 6 of the Public Records of Broward County, Florida; thence easterly along said line, a distance of 10.0 feet to the east line of the northwest one-quarter (NW $\frac{1}{4}$) of the southwest one-quarter (SW $\frac{1}{4}$) of said Section 12; thence northerly along said east line of the northwest one-quarter (NW $\frac{1}{4}$) of the southwest one-quarter (SW $\frac{1}{4}$) of said Section 12 to the south right-of-way line Southwest 15th Street; thence easterly along the south right-of-way line of Southwest 15th Street to an intersection with the west line of the northeast one-quarter (NE $\frac{1}{4}$) of the northwest one-quarter (NW $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of Section 12, Township 48 South, Range 42 East; thence southerly along said west line a distance of 495.58 feet, more or less, to an intersection with the north right-of-way line of N.E. 52nd Court; thence easterly, southerly and westerly along the arc of a circular curve to the right,

as described in Official Records Book 4031, Page 57 of the Public Records of Broward County, Florida, having a radius of 40.0 feet, a central angle of 282;deg ,38'08", an arc distance of 197.32 feet to an intersection with the west line of the northeast one-quarter (NE $\frac{1}{4}$) of the northwest one-quarter (NW $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 12; thence southerly along said west line, a distance of 100.0 feet to the southwest corner of said northeast one-quarter (NE $\frac{1}{4}$) of the northwest one-quarter (NW $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 12; thence easterly along the south line thereof, a distance of 286.83 feet; thence northeasterly, parallel with the west right-of-way line of the Florida East Coast Railway to an intersection with the south right-of-way line of Southwest 15th Street; thence easterly along said south right-of-way line to an intersection with the easterly right-of-way line of the Florida East Coast Railway; thence southwesterly along said right-of-way, a distance of 10.36 feet to the northwest corner of Parcel "A" of Morgan Plat No. 1, according to the plat thereof as recorded in Plat Book 110, Page 42 of the Public Records of Broward County, Florida; thence continuing southwesterly along said Florida East Coast Railway right-of-way and the westerly line of said Parcel "A" to the southwest corner of said Parcel "A"; thence easterly along the south line of said Parcel "A" to the southeast corner thereof; thence northerly along the east line of said Parcel "A" to the south right-of-way of N.E. 13th Way; thence westerly and northerly along the south and west right-of-way of said N.E. 13th Way to an intersection with a line 40.00 feet south of and parallel with the north line of the southeast one-quarter (SE $\frac{1}{4}$) of Section 12, Township 48 South, Range 42 East; thence westerly along said line, being further described as the north line of said Parcel "A" to the northwest corner of said Parcel "A"; thence northeasterly along the easterly right-of-way line of the Florida East Coast Railway, a distance of 10.36 feet to the south right-of-way of Southwest 15th Street; thence easterly along the south right-of-way line of Southwest 15th Street to an intersection with the easterly right-of-way line of U.S. Federal Highway No. 1 (State Road No. 5); thence northeasterly along said easterly right-of-way line of U.S. Federal Highway No. 1 to the east-west quarter section line of Section 7, Township 48 South, Range 43 East; thence easterly along said east-west quarter section line of Section 7 to the northwest corner of the east one-half (E $\frac{1}{2}$) of the northeast one-quarter (NE $\frac{1}{4}$) of the northwest one-quarter (NW $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 7; thence southerly along the west line of the east one-half (E $\frac{1}{2}$) of the northeast one-quarter (NE $\frac{1}{4}$) of the northwest one-quarter (NW $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 7 to an intersection with a line 165.0 feet south of and parallel with the north line of said southeast one-quarter (SE $\frac{1}{4}$) of Section 7; thence westerly along said parallel line to the west line of the northeast one-quarter (NE $\frac{1}{4}$) of the northwest one-quarter (NW $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 7; thence southerly along said west line to the southwest corner of the southeast one-quarter (SE $\frac{1}{4}$) of the northwest one-quarter (NW $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 7; thence easterly along the south line of the north one-half (N $\frac{1}{2}$) of the southeast one-quarter (SE $\frac{1}{4}$) to the southeast corner of the west one-half (W $\frac{1}{2}$) of the northeast one-quarter (NE $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 7; thence northerly along the east line of the west one-half (W $\frac{1}{2}$) of the northeast one-quarter (NE $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 7 to a point of intersection with the east and west quarter

section line of said Section 7; thence easterly along the east and west quarter section line to the east boundary of Section 7; thence continuing easterly along the east and west quarter section line of Section 8, Township 48 South, Range 43 East, to the northwest corner of that part of Lot 9 lying west of the centerline of the Intracoastal Waterway of the Subdivision of Government Lots 2 and 3 of Section 8, Township 48 South, Range 43 East, according to the Plat thereof recorded in Plat Book "B," Page 154, of the Public Records of Dade County, Florida; said lands situate lying and being in Broward County, Florida, (said tract of land being hereinafter referred to as "Lot Nine"); thence running southerly along the west boundary of said Lot 9 to the southwest corner thereof; thence easterly along the south boundary of said Lot 9 to the southeast corner thereof; thence continuing easterly along a line which is an extension in an easterly direction of the south boundary of said Lot 9 to a point of intersection with the centerline of the now existing right-of-way of the Intracoastal Waterway (Florida East Coast Canal); thence northerly along the aforesaid centerline of the Intracoastal Waterway to the north boundary of said Section 8; thence, easterly along the north boundary of Section 8, to the waters of the Atlantic Ocean; thence due east to the eastern boundary of the State of Florida; thence northerly along the eastern boundary of the State of Florida to a point which is the northeast corner of Broward County, Florida, which is the point of beginning of this description.

Less

Those Powerline (SR 845) right-of-way parcels, lying in Section 10, Township 48 South, Range 42 East, deeded to Broward County and Recorded in Official Records Book 15126, Pages 180 thru 186 of the Public Records of Broward County, Florida,

and less

all that portion of the road right-of-way in Section 10, Township 48 South, Range 42 East, deeded to Broward County in Official Records Book 4816, Page 453, as recorded in the public records of Broward County, Florida, lying within 66.00 feet of the west line of said Section 10, Township 48 South, Range 42 East. (Amended to comply with State Legislature). (Ord. No. 1989/22, § 1, 3-21-89; Laws of Fla. ch. 90-486, § 1; Ord. No. 1993/057, § 2, 11-23-93; Ord. No. 1995/036, § 1, 9-5-95; Ord. No. 1995/043, § 1, 9-5-95; Ord. No. 1996/004, § 1, 2-20-96; Ord. No. 1997/005, § 1, 3-18-97; Ord. No. 1997/028, § 1, 9-16-97)

RESOLUTION NO. 2009/307

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Deerfield Beach, Florida (the "City") is contemplating the imposition of special assessments for the provision of property restoration and rehabilitation, fire rescue and stormwater services, facilities and programs; and

WHEREAS, the City intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing property restoration and rehabilitation, fire rescue and stormwater services, facilities and programs to property within the incorporated area of the City as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2010, in the same manner as provided for ad valorem taxes; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 2010 and continuing until discontinued by the City, and with the tax statement mailed for such Fiscal Year, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing property restoration and rehabilitation, fire rescue and stormwater services, facilities and programs. Such non-ad valorem assessments shall be levied within the incorporated area of the City. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference.

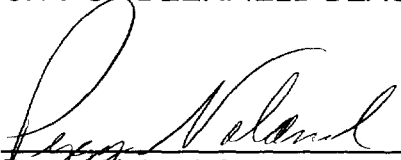
2. The City hereby determines that the levy of the assessments is needed to fund the cost of property restoration and rehabilitation, fire rescue and stormwater services, facilities and programs within the incorporated area of the City.

3. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Broward County Tax Collector, and the Broward County Property Appraiser by January 10, 2010.

4. This Resolution shall be effective upon adoption.

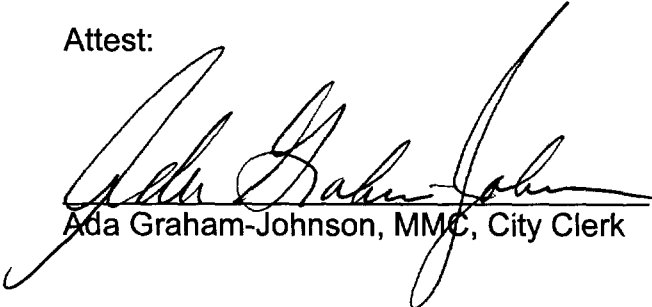
DULY ADOPTED THIS 15TH DAY OF DECEMBER, 2009.

CITY OF DEERFIELD BEACH, FLORIDA



Peggy Noland, Mayor

Attest:



Ada Graham-Johnson, MMC, City Clerk

EXHIBIT A

PROOF OF PUBLICATION

[INSERT PROOF OF PUBLICATION]

SUN-SENTINEL
PUBLISHED DAILY
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA
BOCA RATON, PALM BEACH COUNTY, FLORIDA
MIAMI, MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF BROWARD/PALM BEACH/MIAMI-DADE

BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED LINDA HALL, WHO, ON OATH, SAYS THAT SHE IS A DULY AUTHORIZED REPRESENTATIVE OF THE CLASSIFIED DEPARTMENT OF THE SUN-SENTINEL, DAILY NEWSPAPER PUBLISHED IN BROWARD/PALM BEACH/MIAMI-DADE COUNTY, FLORIDA, THAT THE ATTACHED COPY OF ADVERTISEMENT, BEING A:

NOTICE OF INTENT

THE MATTER OF:

CITY OF DEERFIELD BEACH, FLORIDA
TO USE UNIFORM METHOD OF COLLECTION
FISCAL YEAR BEGINNING OCTOBER 1, 2010
P.N. 2010-014

IN THE CIRCUIT COURT, WAS PUBLISHED IN SAID NEWSPAPER IN THE ISSUES OF:

NOVEMBER 17, 24, DECEMBER 2, 8, 2009

13815530

AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A NEWSPAPER PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI-DADE COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS HERETOFORE BEEN CONTINUOUSLY PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI-DADE COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MATTER AT THE POST OFFICE IN FORT LAUDERDALE, IN SAID BROWARD COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF ATTACHED COPY OF ADVERTISEMENT AND AFFIANT FURTHER SAYS THAT SHE HAS NEITHER PAID, NOR PROMISED, ANY PERSON, FIRM, OR CORPORATION, ANY DISCOUNT, REBATE, COMMISSION, OR REFUND, FOR THE PURPOSE OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID NEWSPAPER.

(SIGNATURE OF LINDA HALL, AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME
ON 8 DECEMBER 2009, A D.

(SIGNATURE OF NOTARY PUBLIC)



(NAME OF NOTARY, TYPED, PRINTED, OR STAMPED)

PERSONALLY KNOWN (X) OR PRODUCED IDENTIFICATION ()

NON-AD VALOREM ASSESSMENTS
The City of Deerfield Beach, Florida (the "City") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting annual non-ad valorem special assessments to be levied within the incorporated area of the City, for the cost of providing property restoration and rehabilitation, fire rescue and storm-water services, facilities and programs for the Fiscal Year beginning on October 1, 2010 and continuing thereafter. The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 7:00 p.m. on December 15, 2009 in the City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the City Manager's office in City Hall, located at 150 N.E. Second Avenue, Deerfield Beach, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerks office at (954)480-4200 at least two (2) days prior to the date of the hearing. DATED this 17th day of November, 2009 By Order of ADA GRAHAM-JOHNSON, MMC, CITY CLERK, CITY OF DEERFIELD BEACH, FLORIDA
November 17, 24, December 1, 8, 2009



EXHIBIT B

LEGAL DESCRIPTION

«EXHIBIT_B__LEGAL_DESCRIPTION»

CORPORATE LIMITS OF THE CITY OF DEERFIELD BEACH, FLORIDA

Section 2.01 Description of Corporate Limits

The following area shall constitute the corporate limits of the City:

All that territory lying and situate in Broward County, Florida as provided in the laws of Florida, Chapter 59-1214, Special Acts, 1959; Chapter 61-2068, Special Acts, 1961, Chapter 70-647, Special Acts, 1970; additions thereto, and subsequent additions by ordinance, and special act to wit:

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

Commencing at a Point of Beginning which is the northeast corner of Broward County, Florida; thence westerly along the north boundary line of Broward County, Florida to a point on the east boundary of Florida's Turnpike; thence southerly along the east boundary of Florida's Turnpike to an intersection with a line 40.0 feet north of and parallel with the south line of the southwest one-quarter (SW $\frac{1}{4}$) of said Section 9; thence easterly along said parallel line to an intersection with the east line of the southwest one-quarter (SW $\frac{1}{4}$) of said Section 9; thence northerly along said line to an intersection with a line 55.0 feet north of and parallel with the south line of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 9; thence easterly along said parallel line to a point 106.00 feet west of the east line of said Section 9, said point also being an intersection of the westerly right-of-way line of Powerline Road (SR 845) as extended on the plat of "York Chase Ronto Commercial Plat" according to the plat thereof as recorded in Plat Book 123, Page 28 of the Public Records of Broward County, Florida; thence southerly along the west right-of-way line of Powerline Road (SR 845) to the northeast corner of Parcel "B", "G and P Plat" according to the plat thereof as recorded in Plat Book 96, Page 44 of the Public Records of Broward

County, Florida; thence, south 88°46'20" west along the north line of said "G and P Plat", a distance of 1,250.55 feet to the northwest corner of said G and P Plat", thence south 01°35'19" east along the west line of "G and P Plat", a distance of 276.15 feet to the northeast corner of Parcel "A", "J.F.C. Plat" according to the plat thereof as recorded in Plat Book 133, Page 35 of the Public Records of Broward County, Florida; thence south 89°48'04" west along the North line of said Parcel "A", a distance of 660.02 feet to the northwest corner of said Parcel "A"; thence south 00°35'19" east along the west line of said Parcel "A", a distance of 311.01 feet to a point on the north right-of-way line of NW 36th Street (Sample Road); thence north 89°48'04" east, a distance of 204.32 feet; thence south 86°23'05" east, a distance of 180.40 feet, thence north 00°11'55" west, a distance of 12.00 feet, thence north 89°48'04" east, a distance of 167.00 feet; thence south 85°37'30" east, a distance of 109.26 feet to a point on the east line of the southwest one-quarter (SW ¼) of the southeast one-quarter (SE ¼) of Section 16, Township 48 South, Range 42 East, Broward County, Florida; thence north along said east line, a distance of 36.70 feet to a point on the north line of a 40 foot easement as shown on aforementioned "G and P Plat"; thence east along said north line, which is also 40 feet north of and parallel when measured at right angles to the north right-of-way line of NW 36th Street (Sample Road) to a point on the west right-of-way line of Powerline Road (SR 845), said point also being an intersection of the north right-of-way line of NW 36th Street (Sample Road) as projected from the south line of Parcel "A", "Kleopa Plat" according to the plat thereof as recorded in Plat Book 114, Page 6 of the Public Records of Broward County, Florida; thence easterly along said north right-of-way line to the westerly right-of-way line of Seaboard Coastline Railroad; thence northeasterly along said westerly right-of-way line to the south right-of-way line of NW 48th Street (Green Road); thence easterly along said south right-of-way line to the easterly right-of-way line of the Florida East Coast Railway; thence northeasterly along said easterly right-of-way to the southwest corner of Parcel "A", "Morgan Plat No. 1" according to the plat thereof as recorded in Plat Book 110, Page 42 of the Public Records of Broward County, Florida; thence north 89°51'04" east a distance of 563.15 feet to the southeast corner of said Parcel "A"; thence north, a distance of 604.00 feet to the southwest corner of Parcel "B" of said "Morgan Plat No. 1"; thence continue north, a

distance of 132.06 feet to a point of curvature of a curve concave to the southeast; thence, northeasterly along the arc of said curve, having a radius of 380.00 feet and a central angle of 27°06'45", an arc distance of 179.82 feet; thence north 27°06'45" east, a distance of 225.28 feet to a point on the arc of a curve concave to the northwest; thence northeasterly along the arc of said curve, having a radius of 440.00 feet and a central angle of 23°29'28", an arc distance of 180.40 feet; thence north 46°52'13" east, a distance of 34.26 feet; thence south 89°52'52" east, a distance of 86.10 feet to the northeast corner of Parcel "B" of said "Morgan Plat No. 1"; thence north 10.00 feet to the south right-of-way of Southwest 15th Street; thence easterly along the south right-of-way line of Southwest 15th Street to an intersection with the easterly right-of-way line of US Federal Highway No. 1 (State Road No. 5); thence northeasterly along said easterly right-of-way line of US Federal Highway No. 1 to the east-west quarter section line of Section 7, Township 48 South, Range 43 East; thence easterly along said east-west quarter section line of Section 7 to the northwest corner of the east one-half (E ½) of the northeast one-quarter (NE¼) of the northwest one-quarter (NW ¼) of the southeast one-quarter (SE¼) of said Section 7; thence southerly along the west line of the east one-half (E½) of the northeast one-quarter (NE¼) of the northwest one-quarter (NW¼) of the southeast one-quarter (SE¼) of said Section 7 to an intersection with a line 165.0 feet south of and parallel with the north line of said southeast one-quarter (SE¼) of Section 7; thence westerly along said parallel line to the west line of the northeast one-quarter (NE¼) of the northwest one-quarter (NW¼) of the southeast one-quarter (SE¼) of said Section 7; thence, southerly along said west line to the southwest corner of the southeast one-quarter (SE¼) of the northwest one-quarter (NW¼) of the southeast one-quarter (SE¼) of said Section 7; thence easterly along the south line of the north one-half (N½) of the southeast one-quarter (SE¼) to the southeast corner of the west one-half (W½) of the northeast one-quarter (NE¼) of the southeast one-quarter (SE¼) of said Section 7; thence northerly along the east line of the west one-half (W½) of the northeast one-quarter (NE¼) of the southeast one-quarter (SE¼) of said Section 7 to a point of intersection with the east and west quarter section line of said Section 7; thence easterly along the east and west quarter section line to the east boundary of Section 7; thence continuing easterly along the east and west quarter section line of Section 8, Township 48 South, Range 43 East, to the northwest corner of that part

of Lot 9 lying west of the centerline of the Intracoastal Waterway of the Subdivision of Government Lots 2 and 3 of Section 8, Township 48 South, Range 43 East, according to the plat thereof recorded in Plat Book "B", Page 154, of the Public Records of Dade County, Florida; said lands situate lying and begin in Broward County, Florida, (Said tract of land being hereinafter referred to as "Lot Nine"); thence running southerly along the west boundary of said Lot 9 to the southwest corner thereof; thence easterly along the south boundary of said Lot 9 to the southeast corner thereof; thence continuing easterly along a line which is an extension in an easterly direction of the south boundary of said Lot 9 to a point of intersection with the centerline of the now existing right-of-way of the Intracoastal Waterway (Florida East Coast Canal); thence northerly along the aforesaid centerline of the Intracoastal Waterway to the north boundary of said Section 8; thence easterly along the north boundary of Section 8, to the waters of the Atlantic Ocean; thence due east to the eastern boundary of the State of Florida; thence northerly along the eastern boundary of the State of Florida to a point which is the northeast corner of Broward County, Florida, which is the Point of Beginning of this description.

Less

Those Powerline (SR 845) right-of-way parcels, lying in Section 10, Township 48 South, rang 42 East, dedeed to Broward County and Recorded in Official Records Book 15126, pages 180 thru 186 of the Public Records of Broward County, Florida,

And less

All that portion of the road right-of-way in Section 10, Township 48 South, Range 42 East, dedeed to Broward County in Official Records Book 4816, Page 453, as recorded in the Public Records of Broward County, Florida, lying within 66.00 feet of the West line of said Section 10, Township 48 South, Range 42 East.

(Amended to comply with State Legislature). (Ord. No. 1989/22 _ 1, 3-21-89; Laws of Fla. Ch. 90-486, _ 1; Ord. No. 1993/057, _ 2, 11-23-93; Ord. No. 1995/036, _ 1, 9-5-95; Ord. No. 1995/043, _ 1, 9-5-95; Ord. No. 1996/004, _ 1, 2-20-96; Ord. No. 1997/005, _ 1, 3-18-97).

Appendix B

FORM OF PUBLISHED NOTICE

P.N. 2010-014
NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING
NON-AD VALOREM ASSESSMENTS

The City of Deerfield Beach, Florida (the "City") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting annual non-ad valorem special assessments to be levied within the incorporated area of the City, for the cost of providing property restoration and rehabilitation, fire rescue and stormwater services, facilities and programs for the Fiscal Year beginning on October 1, 2010 and continuing thereafter. The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 7:00 p.m. on December 15, 2009 in the City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the City Manager's office in City Hall, located at 150 N.E. Second Avenue, Deerfield Beach, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954)480-4200 at least two (2) days prior to the date of the hearing.

DATED this 17th day of November 2009.

By Order of:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK
CITY OF DEERFIELD BEACH, FLORIDA

Published: Sun Sentinel
November 17, 2009
November 24, 2009
December 1, 2009
December 8, 2009

RESOLUTION 2023/190

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DECLARING THE CITY’S INTENT TO USE THE UNIFORM METHOD FOR COLLECTION OF SPECIAL ASSESSMENTS TO BE LEVIED UPON ALL PROPERTIES WITHIN THE CITY, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A”, TO FUND THE INSTALLATION OF A STORMWATER MANAGEMENT SYSTEM AND RELATED IMPROVEMENTS; STATING A NEED FOR SUCH LEVY; PROVIDING FOR TRANSMITTAL OF THE RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission, as the governing body of the City of Deerfield Beach, Florida (“City”), pursuant to authority set forth in Chapters 163, 166 and 170, Florida Statutes, is authorized and empowered to declare and levy special assessments for those public improvements authorized by Florida Statutes; and

WHEREAS, the uniform method of collecting non-ad valorem assessments, as authorized by Section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments on an annual basis in the same manner as provided for ad valorem taxes; and

WHEREAS, the City intends to use the uniform method of collecting non-ad valorem assessments, as authorized by Section 197.3632, Florida Statutes, to collect special assessments upon certain real properties located within the jurisdictional boundaries of the City of Deerfield Beach, as more specifically set forth on the attached Exhibit “A”, which is incorporated herein by this reference, to fund the installation of a stormwater management system and related operations, maintenance and capital improvements; and

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City has advertised the City’s intent to use the uniform method for the collection of the stormwater special assessments once per week in a newspaper of general circulation for four consecutive weeks preceding the public hearing regarding the adoption of this Resolution; and

WHEREAS, on November 14, 2023, the City Commission of the City of Deerfield Beach held a duly advertised public hearing prior to adopting this Resolution.

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

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

Section 2. Commencing with the Fiscal Year beginning October 1, 2024 and with the tax statement mailed for such fiscal year, the City hereby gives notice of the City’s intent to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, to collect special assessments to be levied upon all properties (“Assessed

Property”) located within the incorporated area of the City of Deerfield Beach, as more fully described in the Exhibit “A”, to fund the installation of a stormwater management system and related operation, maintenance, and capital improvements.

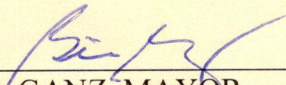
Section 3. The City Commission hereby determines that the levy of the stormwater special assessments described in Section 2 above is needed to fund the cost of the stormwater management system and related operation, maintenance, and capital improvements benefiting the Assessed Property described in the attached Exhibit “A”.

Section 4. Upon adoption, the City Clerk is hereby directed to send an executed copy of this Resolution by U.S. Mail to the Broward County Property Appraiser, the Broward County Tax Collector, and the State of Florida Department of Revenue by January 10, 2024.

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

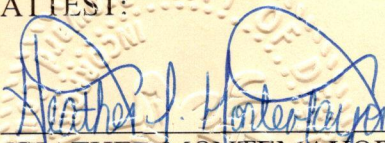
PASSED AND ADOPTED THIS 14TH DAY OF NOVEMBER, 2023.

CITY OF DEERFIELD BEACH, FLORIDA



BILL GANZ, MAYOR

ATTEST:



HEATHER MONTEMAYOR, CITY CLERK

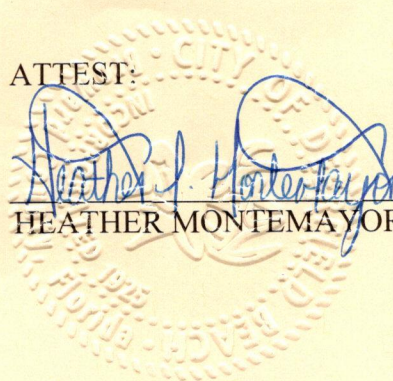


EXHIBIT "A"

AREAS SUBJECT TO ASSESSMENT

The entire corporate boundaries of the City of Deerfield Beach on file in the City Clerk's office, as of November 14, 2023. See also the enclosed map and legal descriptions.

AGREEMENT

between

MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER

and

CITY OF DEERFIELD BEACH, FLORIDA

for

NON-AD VALOREM ASSESSMENTS

This is an Agreement, made and entered into, by, and between: MARTY KIAR, as BROWARD COUNTY PROPERTY APPRAISER (“PROPERTY APPRAISER”), and CITY OF DEERFIELD BEACH, FLORIDA (“CITY”).

WHEREAS, the City desires to develop and implement a non-ad valorem assessment roll for the year 2024 and succeeding years, to provide funds from property owners within the City for Stormwater Services.

WHEREAS, the City desires to use the services of Property Appraiser to create and maintain a non-ad valorem tax roll, and Property Appraiser is prepared to do so on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Property Appraiser agrees to perform the following services for the City:
 - A. Create a Non-Ad Valorem Assessment Roll for the City for tax year 2024 and each succeeding year until this Agreement is terminated pursuant to Paragraph 11 below, using data presently in the Property Appraiser’s computer as to the property characteristics the City intends to use for purposes of levying the non-ad valorem assessments. Should the City desire to use additional property characteristics other than those already in the computer records, Property Appraiser will advise City whether this is possible, when it can be accomplished, and the additional cost incurred of so doing.
 - B. Provide the City with an annual preliminary estimate of the number of each type of property within the City (e.g., single family residential, vacant land, condominium, etc.) for the City's planning purposes in establishing its non-ad valorem assessments.

- C. Receive from the City its preliminary non-ad valorem assessment levy for each type of property and preliminarily extend that amount against each parcel of real property within the City.
 - D. Furnish the City with a computer-readable data file of the Non-Ad Valorem Roll when such preliminary amounts have been extended.
 - E. Upon notification by the City of their proposed date for the scheduled public hearing, the Property Appraiser shall immediately let the City know whether the 20-day advanced notification requirement cannot be met for said proposed public hearing date.
 - F. Include the City's non-ad valorem assessment in the TRIM notice sent to the City's property owners in August.
 - G. Receive from the City corrections to the roll and update the Non-Ad Valorem Assessment Roll with the changed and corrected information.
 - H. Deliver the City's Uniform Non-Ad Valorem Assessment Roll to the Broward County Revenue Collector's office so that the tax bills mailed on or about November 1 will include the amount for the City's assessment levies.
2. City agrees to perform the following acts in connection with this agreement:
- A. Advise the property owners within the City in an appropriate and lawful manner of the City's intention to utilize the uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes and carry out its responsibilities under said Sections.
 - B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll.
 - C. Any material changes of assessment, including, but not limited to, methodology, units of measurement, or creation of additional rates within a single district, must be submitted to the Property Appraiser no later than May 1st of the applicable tax year.
 - D. Establish an appropriate appeal process for property owners who wish to contest the classification of their property or amounts of uniform non-ad valorem assessments.
 - E. Advise the property owners within the City, as appropriate, that the Property Appraiser's office is acting in a ministerial capacity for the City in connection

with the non-ad valorem assessments.

- F. The City shall notify Property Appraiser of the proposed date of the scheduled public hearing to be included in the TRIM Notice no later than July 31.
 - G. Within 30 days of invoice, pay the Property Appraiser the necessary administrative costs incurred in carrying out his functions under this Agreement, including but not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage if necessary, and programming.
3. Within 30 days of invoice, the Property Appraiser shall be compensated by the City for all administrative costs incurred in carrying out this Agreement at the rate of \$.50 per parcel. The parties understand this rate per parcel does not include any amount for extraordinary programming or other services required by the City. For purposes of this Agreement, "extraordinary programming" shall mean the creation of customized computer programs, assessment calculation routines or creation of data not normally used by the Property Appraiser. In the event that the use of extraordinary programming or creation of such data is required, the Property Appraiser shall estimate the cost of such programming or creation of such data and inform the City of such cost in writing in advance. The Property Appraiser will not engage in such extraordinary programming or creation of such data without prior written approval from the City.
 4. Any changes submitted to the Property Appraiser after the May 1st cutoff date shall be disregarded by the Property Appraiser and will not be reflected on the TRIM Notice, or in the file passed to the Revenue Collector. Failure of the City to provide the Property Appraiser with material changes of assessment by May 1st shall not be grounds for a refund of any monies paid, and shall not relieve the City of any outstanding financial obligations to the Property Appraiser, and the City agrees to hold the Property Appraiser harmless for any repercussions resulting from the new material changes of assessment not being reflected on the TRIM Notice, or in the file passed to the Revenue Collector.
 5. The specific duties to be performed under this Agreement and their respective timeframes are contained in Attachment A, which is incorporated herein by reference.
 6. If the Property Appraiser or City determines this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1st of the tax year in which such modification is to become effective.
 7. Neither party may assign his or its obligations under this Agreement.

8. This Agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this Agreement shall be in writing and sent by first class mail or email to the other party. Notices to the City shall be addressed to David Santucci, City Manager at the following address:

City of Deerfield Beach

150 NE 2nd Avenue

Deerfield Beach, FL 33441

Email: web.citymgr@deerfield-beach.com

Notices to the Property Appraiser shall be addressed to:

Holly Cimino, Director of Finance, Budget, and Tax Roll
Broward County Property Appraiser's Office
115 South Andrews Avenue, Room 111
Fort Lauderdale, Florida 33301
Email: hcimino@bcpa.net

11. Except as otherwise provided herein, this Agreement shall continue from year to year unless cancelled by either party. Either party may cancel this Agreement by providing the other party written notice of the cancellation prior to January 1st of the year the agreement shall stand terminated. Property Appraiser will perform no further work after a written cancellation is received.

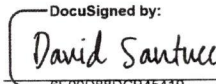
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: PROPERTY APPRAISER by and through MARTY KIAR and CITY, by and through David Santucci, City Manager, duly authorized to execute same.

PROPERTY APPRAISER:


MARTY KIAR, BROWARD COUNTY
PROPERTY APPRAISER

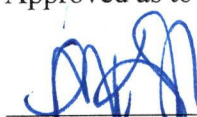
29 day of January 2024

CITY:

DocuSigned by:

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David Santucci, CITY MANAGER

_____ day of 12/13/2023 2024

Approved as to form:

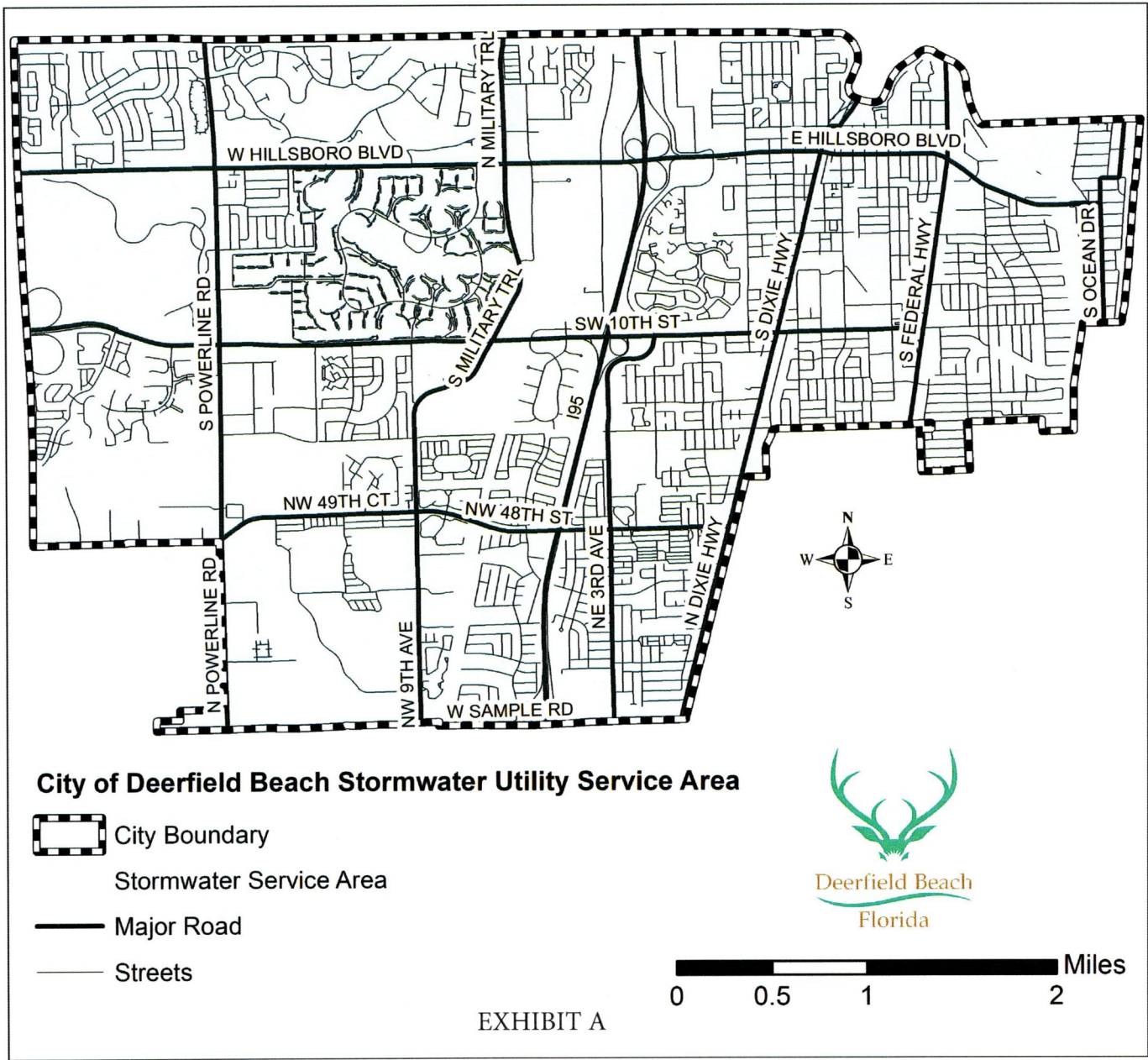
 1/25/24
Mila Schwartzreich, General Counsel
Broward County Property Appraiser's Office

ATTACHMENT A

CITY OF DEERFIELD BEACH, FLORIDA
CALENDAR FOR IMPLEMENTATION OF
NON-AD VALOREM ASSESSMENT

TASK TO BE PERFORMED ON AN ANNUAL BASIS	DUE DATE
<p>1. Property Appraiser to provide the City with an electronic file that includes owner name, property address and property ID, property classifications, square footage of non-residential property, and number of units for residential property.</p> <p>Note: The file shall be a text file or an excel file and shall include a file layout of all data fields, as well as a description of all Property Appraiser codes.</p>	<p>On or prior to June 1.</p>
<p>2. Property Appraiser certifies City's taxable value.</p>	<p>On or prior to July 1.</p>
<p>3. City reviews assessment data (unit counts, square footage amounts, property classifications, etc.) provided by the Property Appraiser for accuracy, and notifies the Property Appraiser of any corrections.</p>	<p>From June 1 to July 31.</p>
<p>4. City calculates its preliminary <u>Stormwater Services</u> assessment rates. If the preliminary rates are different than existing rates, the Property Appraiser shall provide a recap of revenues to be generated based upon the new rates or, if necessary, re-run the assessment data file with the new rates for the City.</p>	<p>From June 1 to July 31.</p>
<p>5. City adopts its preliminary millage rate and preliminary non-ad valorem <u>Stormwater Services</u> assessment rates.</p>	<p>On or prior to August 4.</p>
<p>6. City adopts an Initial Assessment Resolution for the <u>Stormwater Services</u> assessment program.</p>	<p>On or prior to August 4.</p>
<p>7. City provides the Property Appraiser with its preliminary adopted non-ad valorem <u>Stormwater Services</u> assessment rates, and the date, time and place of the public hearing, and any other information necessary to be placed on the TRIM notice.</p>	<p>On or prior to August 4.</p>
<p>8. Property Appraiser shall send TRIM notices, which include the non-ad valorem <u>Stormwater Services</u> assessment to all City property owners.</p>	<p>On or prior to August 24.</p>

9. City advertises its public hearing in a newspaper.	On or prior to August 24.
10. City provides Property Appraiser with any corrections for re-TRIM.	September
11. City holds its public hearing and adopts a Final Assessment Resolution.	On or prior to September 15.
12. In conformance with Fla. Stat. 197.3632, the City certifies the final non-ad valorem <u>Stormwater Services</u> assessment rates and provides the Property Appraiser with a certified copy of the resolution adopting the rates.	On or prior to September 15.
13. Property Appraiser delivers the City's non-ad valorem <u>Stormwater Services</u> assessment rolls to the Revenue Collector.	At the time of ad valorem tax roll certification.
14. Property Appraiser provides the City a file of the non-ad valorem assessment roll delivered to the Revenue Collector as the final record of current year <u>Stormwater Services</u> assessments.	30 days after delivery of non-ad valorem assessment roll to the Revenue Collector.



RESOLUTION NO. 2010/028

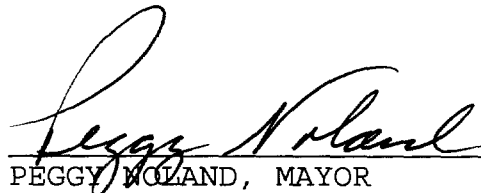
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH LORI PARRISH, AS BROWARD COUNTY PROPERTY APPRAISER, FOR LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS

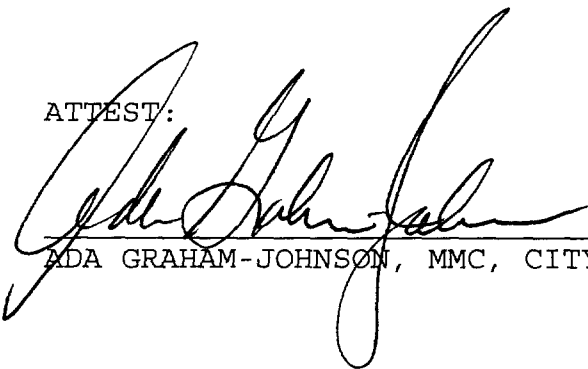
WHEREAS, the City Commission of the City of Deerfield Beach, Florida believes that it is in the best interests of the City to enter into an Agreement with Lori Parrish, as Broward County Property Appraiser, for Levy, Collection and Enforcement of Non-Ad Valorem Assessments;

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

Section 1. The proper City officials are hereby authorized to execute the Agreement with Lori Parrish, as Broward County Property Appraiser, as on file with the City Clerk's Office.

PASSED AND ADOPTED THIS 16TH DAY OF FEBRUARY, 2010.


PEGGY NOLAND, MAYOR

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

Deerfield/Resolutions/Lori Parrish

AGREEMENT

between

LORI PARRISH, AS BROWARD COUNTY PROPERTY APPRAISER

and

THE CITY OF DEERFIELD BEACH, FLORIDA

for

LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS

This is an Agreement, made and entered into, by, and between: LORI PARRISH, as BROWARD COUNTY PROPERTY APPRAISER (“PROPERTY APPRAISER”), and THE CITY OF DEERFIELD BEACH, FLORIDA (“TAXING AUTHORITY”).

WHEREAS, Section 197.3632, Florida Statutes, requires that annually by June 1, the Property Appraiser must provide each local government using the uniform method of levy, collection, and enforcement of non-ad valorem assessments provided in Section 197.3632 certain information by list or compatible electronic medium.

WHEREAS, Section 197.3632, Florida Statutes, provides that notice of a non-ad valorem assessment levied by taxing authorities located in Broward County may be provided by including the assessment in the Property Appraiser’s notice of proposed property taxes and proposed or adopted non-ad valorem assessments under Section 200.069, Florida Statutes.

WHEREAS, Section 197.3632, Florida Statutes, requires the taxing authority levying the non-ad valorem assessment pursuant to Section 197.3632 to enter into a written agreement with the Property Appraiser for reimbursement of necessary administrative costs incurred.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The parties herein agree that, commencing with the 2010 assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Taxing Authority, specifically the City of Deerfield Beach assessments levied through the Nuisance Abatement Program.

3. The Taxing Authority shall meet all relevant requirements of Section 197.3632, Florida Statutes. Failure to do so shall be grounds for immediate termination by the Property Appraiser at any date, and is not subject to the time cancellation restrictions set by Paragraph 17.
4. The Taxing Authority shall furnish the Property Appraiser all up-to-date data concerning the boundaries of the area that are to be assessed, as well as proposed assessments and other information requested from time to time by the Property Appraiser necessary to facilitate her making the assessment.
5. The Property Appraiser shall, using the information provided by the Taxing Authority, place the Taxing Authority's non-ad valorem assessments, as made from time to time and certified to her, on the properties within the specified boundary.
6. The Taxing Authority's assessments shall be uniform (e.g. one uniform assessment for drainage, etc.) to facilitate the making of assessments by mass data techniques utilized by the Property Appraiser.
7. Within 30 days of invoice, the Property Appraiser shall be compensated by the Taxing Authority for all administrative costs incurred in carrying out this Agreement at the rate of \$2.00 per parcel. However, regardless of the number of parcels covered by this Agreement, the total compensation paid to the Property Appraiser shall be a minimum of \$400.00 for each year in which such assessments are placed on the tax rolls.
8. Within 30 days of invoice, the Taxing Authority shall pay the Property Appraiser the sum of \$1,000.00 in the first year in which the Agreement is effective. This sum represents the Taxing Authority's reimbursement for programming changes made to the Property Appraiser's computer system, which are necessary for placement of the Taxing Authority's non-ad valorem assessment on the tax rolls.
9. If the actual costs of performing the services under this Agreement exceed the compensation provided for in Paragraphs 7 and 8 above, the amount of compensation shall be the actual cost of performing the services under this Agreement.
10. This Agreement constitutes the entire Agreement of the parties.
11. Neither party may assign her or its obligations under this Agreement.
12. This Agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No

single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

13. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

14. If the Property Appraiser or Taxing Authority determines this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1st of the tax year in which such modification is to become effective.

15. All communications required by this Agreement shall be in writing and sent by first class mail or email to the other party. Notices to the Taxing Authority shall be addressed to Sally Siegel, Finance Director, at the following address:

City of Deerfield Beach

City Hall, Finance Department

150 NE 2nd Avenue

Deerfield Beach, FL 33441

Email: _____

Notices to the Property Appraiser shall be addressed to:

Lori Parrish, Broward County Property Appraiser
115 South Andrews Avenue, Room 111
Fort Lauderdale, FL 33301
Email: lori@bcpa.net

17. Except as otherwise provided herein, this Agreement shall continue from year to year unless cancelled by either party. Either party may cancel this agreement by providing the other party written notice of the cancellation prior to January 1st of the year the Agreement shall stand terminated. Property Appraiser will perform no further work after the written cancellation is received. This Agreement shall automatically terminate at the end of the Property Appraiser's term of office (January, 2013).

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: PROPERTY APPRAISER by and through LORI PARRISH and TAXING AUTHORITY, by and through Mayor Peggy Noland, CITY OF DEERFIELD BEACH, FLORIDA, duly authorized to execute same.

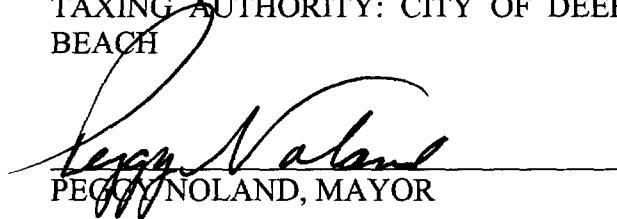
PROPERTY APPRAISER:



LORI PARRISH, BROWARD COUNTY
PROPERTY APPRAISER

8 day of March 2010

TAXING AUTHORITY: CITY OF DEERFIELD
BEACH



PEGGY NOLAND, MAYOR

16th day of February, 2010

Approved as to form:



Jerrod Mathias, Deputy General Counsel
Broward County Property Appraiser's Office