Deerfield Beach
Florida

Regular City Commission Meeting Agenda

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

Mayor Todd Drosky
Vice Mayor Ben Preston
District 1 Commissioner Michael Hudak
District 3 Commissioner Daniel Shanetzky
District 4 Commissioner Tom Plaut

Tuesday
February 3, 2026
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: January 6, 2026

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Municipal Firefighters Pension Fund Meeting Minutes

Attachment: October 13, 2025

Community Appearance Board Meeting Minutes

Attachment: November 25, 2025

Charter Review Board Meeting Minutes

Attachment: December 18, 2025

APPROVAL OF THE AGENDA

February 3, 2026

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:
https://deerfield-beach.zoom.us/j/82981850822?pwd=WUvgsoGuKqDkFODGLXiMSu2sbKdxaJ.1

Join Zoom Meeting via telephone by dialing:
Call-in Number: (305) 224-1968
Meeting ID: 829 8185 0822#
Participant ID: #
Passcode: 397834#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Certificate of Appreciation presented to Maria Bergstein for her exceptional generosity and dedication to serving children and families throughout South Florida.**

   Sponsor: Vice Mayor Preston

2. **Certificate of Recognition presented to Jarvis Brunson for his outstanding efforts and commitment to the Stanley Terrace community garden.**

   Sponsor: Vice Mayor Preston

3. **Certificate of Recognition presented to the Martin Luther King Parade Winners.**

   Sponsor: Department of Parks & Recreation

4. **Certificate of Recognition to be presented by Captain Hofstein to BSO Law Enforcement**

staff.

Sponsor: BSO - Law Enforcement

PUBLIC COMMENT

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

5. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a first amendment to the Contract with Kenco Sign and Awning LLC for the installation of the two monument signs within the City to extend the substantial completion date to May 5, 2026, and final completion date to June 5, 2026; authorizing execution of the Amendment; providing for implementation and an effective date.**

   Suggested Action: Commission to vote on Resolution

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

   Sponsor: Department of Environmental Services

   Attachment: Kenco Sign and Awning LLC

6. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a reciprocal use agreement with the St. Ambrose Catholic Church and School for the reciprocal use of facilities for a three-year term; authorizing execution of**

the Agreement; 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: St. Ambrose Catholic Church and School

7. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a license agreement with Cellco Partnership d/b/a Verizon Wireless for continued use of approximately 494.5 square feet of ground space for Verizon's communications equipment and above ground space on the City's Water Tower located at 570 South Powerline Road; authorizing execution of the License Agreement; 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: Office of the City Manager

   Attachment: Verizon Wireless

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

8. **Discussion and potential action regarding waiving the fee for sightseers on the International Fishing Pier.**

   Suggested Action: Motion on decision of Commission

   Sponsor: Commissioner Hudak

   Attachment: International Fishing Pier

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, February 17, 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.

Deerfield Beach
Florida

Meeting Minutes

City Commission

Tuesday, January 6, 2026	**7:00 PM**	**Commission Chambers**

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Todd Drosky at 7:03 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

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

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - December 2, 2025

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

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes - October 28, 2025
African American Heritage Board Meeting Minutes - November 13, 2025
Charter Review Board Meeting Minutes - November 20, 2025

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

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

APPROVAL OF CITY COMMISSION AGENDA

January 6, 2026

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

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

AWARDS & RECOGNITION

1. Certificate of Appreciation presented to Lawannna Strowbridge for her distinguished service and invaluable contributions to the African American Heritage Board.

Vice Mayor Preston thanked Ms. Strowbridge for her efforts.

PRESENTATIONS

2. Presentation regarding the Grow Deerfield Beach: Spend Local, Save Local campaign.

Michelle Caba, Director of Economic Development, highlighted a brief PowerPoint presentation, outlining the Grow Deerfield Beach: Spend Local, Save Local campaign.

Commissioner Hudak suggested offering a pier discount to individuals who present their card.

Commissioner Plaut spoke in support of supporting the local businesses.

After a brief discussion, it was decided to maintain the agenda order as presented.

PUBLIC COMMENT

Paula Cook, 62 Centennial Court, Deerfield Beach, suggested that the speed limit in school zones be written on the street.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, commented on the status of various city reimbursements.

Julie Rodriquez, 150 SE 7th Street, Deerfield Beach, wished everyone a happy new year. Thereafter, she commented on a school zone violation she received, and expressed concerns with the lack of signage.

Alfred Bova, 718 S. Federal Highway, Deerfield Beach, commended the City for the lifeguard stations. Further, he said Southern Living magazine featured an article highlighting Deerfield Beach. Thereafter, he commented on the improvements to the S-Curve and expressed concerns regarding delays in the processing of his building plans.

Jumorrow Poitier, 219 SW 4th Street, Deerfield Beach, suggested that the City waive fees for Deerfield Beach non-profits hosting events.

Howard Noland, 325 SE 3rd Terrace, Deerfield Beach, commented on the over 50 senior softball program. Thereafter, he commented on the dilapidated pavilion at Pioneer Park.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, wished everyone a happy new year. Thereafter, he thanked Ms. Strowbridge for her efforts, and commented on the process for raising, lowering, and changing out city flags.

Caryl Berner, 3130 Cambridge F, Deerfield Beach, expressed concerns with the raising, lowering, and changing out city flags.

PUBLIC COMMENT - CONTINUED

Thomas Noland, 406 SE 8th Avenue, Deerfield Beach, wished everyone a happy new year. Thereafter, he expressed concerns with the standing water after last evening's rainfall, and requested that the City take action.

Demetrius Givens, 1150 SW 7th Avenue, Deerfield Beach, thanked the City for the 100 year celebration, as this city's history must be displayed and represented.

John Slattery, 1455 SE 5th Place, Deerfield Beach, commented on the railroad tracks along Dixie Highway that are in need of repair, specifically at SW 10th Street and Hillsboro Boulevard.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked for clarification on the signage regarding the school zone cameras.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, wished everyone a happy new year. Thereafter, she commended the City for the December events, as well as a swim team who volunteered at the Women's Club, etc. for community service hours.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

3. **Resolution 2026/001 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a modification request to the Florida Department of Environmental Protection Grant Agreement No. LPA0508 to extend the performance period through September 30, 2026 and extend the Grant Agreement for the Martin Luther King Jr. Avenue Stormwater Project until March 31, 2027; authorizing execution of the amendment to the Grant Agreement; providing for conflicts, implementation, and an effective date.**

4. **Resolution 2026/002 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a community participation grant to Deerfield Beach Little League, Inc. in the amount of $18,000.00 and use of city facilities to support youth baseball programs within the City; approving and authorizing execution of a facility use agreement with Deerfield Beach Little League for a three-year term, with two one year renewal options; providing for implementation, conflicts, severability, and an effective date.** *(Funds from Account #100-700-720-7202-000-57200-503914 - Athletic Program Supplement)*

Mayor Drosky opened the public hearing on Items 3 & 4.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on Item 4.

Mayor Drosky closed the public hearing.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Items 3 & 4 in concert. Roll Call:

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

DEPARTMENTAL BUSINESS

5. **ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 "PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS" OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON THE SWALES AND MEDIANS OF SE 19TH AVENUE FROM SE 6TH STREET TO SE 8TH STREET; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

DEPARTMENTAL BUSINESS - CONTINUED

The Ordinance was read by title only.

Commissioner Hudak said if approved, this will correct the parking issues along these swales.

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

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Items 5 on first reading. Voice Vote:

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

6. Presentation and potential action regarding public safety services.

Mayor Drosky provided a brief explanation of the process for this evening.

Vice Mayor Preston requested that members of the Fire Department be permitted to speak.

Mayor Drosky stated that anyone wishing to speak may do so during public comment.

Sheriff Dr. Gregory Tony stated that he's approaching the Commission in a cease-fire manner to refocus the discussion on what is in the best interest of the 87,000 residents he represents. He expressed concern that the Commission was considering ending a 35-year relationship between law enforcement and fire rescue without having all the necessary facts. Sheriff Tony stated that the referenced transition report was an advocacy memorandum supporting a move toward independent police and fire departments, rather than a comprehensive analysis. He emphasized that any such decision should be informed, data-driven, and based on thorough qualitative and quantitative analysis, rather than emotion, given its impact on residents and first responders. Thereafter, Sheriff Tony offered an apology for any personal offense and stated that personal conflicts should not detract from the responsibilities of elected officials. He emphasized that his presentations are based on facts and assured the Commission that there would be no targeting of City officials by himself or his command staff. Further, he stated that he intended to outline critical deficiencies alleged in the report, warning that decisions based on those deficiencies could have serious, potentially life-threatening consequences. Sheriff Tony acknowledged Vice Mayor Preston's experience as a first responder and emphasized the realities faced by firefighters and law enforcement officers over the past 35 years. He requested that first responders be given the opportunity to speak when appropriate and stated that he expects his personnel to approach the matter with humility and professionalism.

Continuing, Sheriff Tony expressed concern over the accelerated timeline and the limited scope of the report, stating that the $72,000 contract resulted in a 12-page memorandum, whereas, comprehensive transition studies typically cost significantly more, take much longer, and include extensive analysis. He cautioned against making decisions affecting a 35-year public safety relationship and 87,000 residents based on such a brief document. He stated that the fire rescue portion is not a true feasibility study and is financially and operationally incomplete, contains factual errors, and underestimates startup and institutional risks. He identified major deficiencies, including the absence of EMS oversight, medical direction, training infrastructure, standards compliance, operational modeling, labor relations planning, and accreditation analysis, warning that moving forward without addressing these gaps could create serious operational, safety and liability risks, and potentially put lives at risk. Furthermore, Sheriff Tony stated that if the City terminated the agreement, all affected personnel would be retained within the Broward Sheriff's Office (BSO) and reassigned elsewhere in the County. Thereafter, he stated that the study lacked comprehensive qualitative and quantitative analysis, failed to address the required dual budget process during a transition, and was completed too quickly to support an informed decision, particularly given that no new funding would be available to the City.

DEPARTMENTAL BUSINESS - CONTINUED

Moreover, Sheriff Tony stated that the report's claim of a $33,000 per-employee cost differential is unexplained and unrealistic, effectively implying a potential 58% reduction in baseline salaries for firefighters and law enforcement, which would severely undermine recruitment and retention efforts. Additionally, the report includes the assertion that the City has extremely limited control over staffing decisions under the BSO contract, which is inaccurate as staffing decisions are made collaboratively and that the City retains meaningful influence once contracts are executed. Additionally, the report cites a projected 7.5% annual BSO cost increase, but lacks the supporting data. He spoke in opposition of fixed cost caps in public safety contracts, as prior caps failed to account for inflation, population growth, tourism impacts, and evolving service demands, making them unsustainable. Thereafter, he continued outlining his concerns, which included vague staffing model assumptions, unsupported cost estimates, i.e. $713,347 for new administrative personnel, arbitrary cost comparisons between independent services and BSO, and the absence of an analysis on fleet needs, vehicle shortages, procurement strategy, and rising vehicle costs. Lastly, Sheriff Tony stated that if the goal is to move forward and terminate the current relationship, he urged the Commission to exercise due diligence, as it took him an hour to dissect the 12-page report. He proposed that the Commission engage one of the top reputable firms, who specialize in this type of analysis, from a list the Commission may select from. Additionally, he offered to extend the contract for two years and to fund the independent study, with the Commission selecting the firm.

Commissioner Hudak accepted the Sheriff's apology and stated that if he did anything to offend the Sheriff, he apologizes as well.

Commissioner Shanetzky said the City of Pompano Beach was offered a one-year extension while they completed their study; therefore, he asked if the Sheriff would be amenable to a one-year extension.

Sheriff Tony stated that he is offering a two-year extension, but will allow the Commission to decide on the length of time. Additionally, he can provide a list of consultants for the commission to select from, with the cost covered by the BSO.

In response to Commissioner Shanetzky's question, Sheriff Tony replied that five different offers were presented to the City, whereby, nothing needs to be changed. If an extension is the desire of the Commission, the numbers will remain.

Stockton Reeves, Center for Public Safety, clarified that the document is a feasibility report, not a transition report, and that it represents an executive summary rather than a comprehensive report. Thereafter, he provided a brief overview of the feedback he received from the public safety workshops. Mr. Reeves stated that he was tasked with obtaining and analyzing information to be presented to the City through an objective report focused on four critical areas: (1) public safety costs, including historical, current, and projected costs; (2) control over costs, personnel, personnel allocation, and service delivery; (3) accountability, whereas, a city-operated model would provide Police and Fire Chiefs directly accountable to the City; and (4) opportunity, whereby, public safety service costs have historically increased by approximately 10% annually, and total payments to the BSO over a 20-year period could reach approximately $3.2 billion. The City's estimates outlined in the report indicate that the cost of a city-operated model could be approximately $2.3 billion, which is a potential savings of approximately $1.2 billion over the life of the analysis period. Mr. Reeves stated that reports of this nature can span hundreds of pages and could include extensive supporting documentation. Using publicly available data, he reviewed agreements from ten Broward County cities contracted with the BSO, encompassing 16 law enforcement and fire rescue contracts, and obtained additional information from various entities for data collection and benchmarking. Current vendor quotes and equipment pricing were used to estimate startup costs for vehicles, hardware, software, and technology. Although not within the scope of work, Mr. Reeves reviewed other municipalities that had transitioned to independent public safety services and identified common success factors, including populations of 75,000 or more, diversified commercial or industrial revenue, and realistic financial projections. He stated that Deerfield Beach would not be reinventing the process and that national databases identify 1,365 police departments with at least 85 sworn officers, along with available resources and grant opportunities.

DEPARTMENTAL BUSINESS - CONTINUED

Continuing, Mr. Reeves highlighted a PowerPoint presentation. Thereafter, he provided a brief overview of his firm, which was also retained in conjunction with Raftelis to conduct a similar study for the City of Pompano Beach. Further, he displayed the current BSO contract costs, which include personnel expenses, operating expenditures, capital outlay, and transfers & reserves, $35.7 million for law enforcement and $39.5 million for fire rescue, for a total cost of $75.2 million. Mr. Reeves stated that independent public safety departments typically provide more positions at a lower cost per employee. He explained that the report suggests a potential reduction of up to 16% in overall personnel costs paid to the BSO; however, this does not represent a 16% reduction in employee salaries, but rather a reduction in the cost structure associated with the contracted services. Thereafter, he displayed a comparison between the current BSO contract model and an independent municipal department model, which reported that independent departments would provide more personnel at a lower per-employee cost. For law enforcement, the BSO model includes 152 positions at an estimated cost of approximately $30.6 million, while an independent department would provide 158 positions at an estimated cost of approximately $27.4 million, for a reported projected year one savings of approximately $6.0 million, inclusive of personnel, transfers, and expenses. For fire rescue, the BSO model includes 144 positions at an estimated cost of approximately $36.5 million, while an independent department would provide 145 positions at an estimated cost of approximately $31.6 million, for a projected year one savings of approximately $5.7 million, inclusive of personnel, transfers, and expenses. Mr. Reeves displayed the 20-year financial projections, which indicated an estimated cost of approximately $3.2 billion under the current BSO contract model compared to approximately $2.3 billion under an independent department model, representing a potential long-term savings of approximately $925 million.

Lastly, Mr. Reeves explained that in addition to financial considerations, the City will receive benefits of independence, including increased local control over collective bargaining, staffing, training, policies, and deployment strategies; enhanced community engagement; elimination of county administrative overhead; and direct accountability of police and fire leadership to the City Manager and City Commission. He stated that an independent police and fire rescue model could provide Deerfield Beach with improved fiscal predictability, greater operational control, and increased accountability. Mr. Reeves stated that the City should be able to capitalize in year one and start-up costs will be fully recovered after 2½ years based on the savings.

In response to Vice Mayor Preston's question, Mr. Reeves replied that he does not have the exact figures for establishing an independent fire department; however, the operational savings could amount to approximately $4.8 million. Additionally, the total for all capital and equipment for both police and fire rescue services are estimated at $21.4 million.

In response to Vice Mayor Preston's question, Rodney Brimlow, City Manager, replied that he believes $6 million was outlined in the backup data for additional support personnel; nonetheless, the start-up costs for both police and fire are $21.8 million (s/b $21.4 million).

In response to Vice Mayor Preston's question, Mr. Reeves replied that the start-up costs do not include costs for stocking each apparatus, as it was not a part of the scope.

Vice Mayor Preston expressed concerns with making a decision without knowing all the costs. Further, he needs assurance that if a transition occurred, the residents would continue receiving a high level of service.

In response to Vice Mayor Preston's question, Mr. Reeves replied that training is not included in the initial start-up cost, whereby, the report is about feasibility and looking at the escalating costs. Further, he stated that the estimated cost savings will be enough to provide training, whereby, if brought in-house, this commission would be able to set those training standards.

Vice Mayor Preston stated that the previously city-operated fire department lacked proper guidance, which led to insufficient training; however, the BSO has been able to properly train our firefighters to ensure residents are receiving the highest level of service.

Mr. Reeves said the standards for training and facilities have drastically changed over the years.

DEPARTMENTAL BUSINESS - CONTINUED

In response to Commissioner Shanetzky's comments, Mr. Reeves listed the entities for which he's completed feasibility studies. Thereafter, he briefly commented on the City of Pompano Beach's study. Mr. Reeves reiterated that a 12-page executive summary has been provided; nonetheless, if the Commission desires, he can provide the complete report.

Commissioner Shanetzky stated that he went door-to-door in Century Village to gauge his constituents, and the majority expressed satisfaction with the BSO and a desire to maintain current services.

In response to Commissioner Shanetzky's comment, Mr. Reeves stated that extensive data was used, including past, current, and projected BSO contracts, as well as data from other cities with similar contracts. Further, the projected costs with the BSO increase between 10.1% and 10.88% annually, and when extrapolated, the figures reflect this trend.

Commissioner Shanetzky stated that from 2020 to 2024/25, the City of Coral Springs' costs increased from $57 million to $68 million and Boynton Beach's from $35 million to $44 million. Additionally, Boca Raton is planning a major capital investment in new police headquarters, which will result in higher long-term operating and debt costs in the millions and Jupiter's police labor costs have increased 40% over the past few years. Based on these trends, how can a projected savings of half a billion dollars occur.

Mr. Reeves reiterated the extensive data that was gathered in order to complete the study. Further, he said if services are brought in-house the City would have the ability to make their own financial decisions. Thereafter, he commented on conversations he had with Commissioner Shanetzky during the public safety workshops.

In response to Commissioner Hudak's question, Mr. Reeves provided a brief overview of the difference between a feasibility and transition study, whereby, a feasibility study focuses on the primary concern of cost. Thereafter, he reiterated that extensive data was gathered to complete the study, and stated that he stands by the numbers. Lastly, the only factor that could change the projections would be a renegotiation of BSO contracts at a lower cost.

Commissioner Plaut spoke in support of the savings.

Vice Mayor Preston stated that he spearheaded the request to hire a consultant to conduct a study, so this commission would have all the facts, prior to making a decision; however, many of his questions remain unanswered and the full report would have been beneficial.

In response to Vice Mayor Preston's question, Mr. Reeves replied that the feasibility study provides sufficient data to evaluate the numbers.

Commissioner Shanetzky agreed, whereby, he has questions and concerns that have not been answered or addressed.

Mayor Drosky opened the public hearing.

Charles Whatley, no address provided, commented on the Sheriff's actions, and urged the Commission to act in the best interest of their constituents.

The following individuals spoke in support of continuing services with the BSO:

- ***Paula Cook, 62 Centennial Court, Deerfield Beach.***
- ***Donna Capobiano, 2157 Cambridge G, Deerfield Beach.***

Bernie Parness, 3074 Harwood F, Deerfield Beach, spoke in support of bringing law enforcement and fire rescue services in-house.

Julie Rodriguez, 150 SE 7th Street, Deerfield Beach, spoke in support of continuing services with the BSO.

DEPARTMENTAL BUSINESS - CONTINUED

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, requested that the Commission not vote based on self-interest. Thereafter, she commented on the previous transition and lack of BSO presence in District 2.

Chad Brocato, 8211 Canopy Terrace, Parkland, commented on his previous role as Deerfield Beach's Fire Chief. Thereafter, he commented on the inaccuracies within the report, as well as Jupiter's staffing levels.

Caryl Berner, 3130 Cambridge F, Deerfield Beach, spoke in support of continuing services with the BSO.

Eric Conte, 505 NE 20th Avenue, Deerfield Beach, commented on the struggles he endured, i.e. lack of training, inadequate staffing, etc. while serving as a firefighter in the City of Dania Beach.

Bob DiChristopher, 517 NE 6th Avenue, Deerfield Beach, spoke in support of extending the contracts for two years, so a transition study can be conducted, whereby, the savings, if they truly exist, will still be effective. Although, he is a proponent of staying local, he reiterated the need for an extension, so a more thorough study can be completed.

The following individuals spoke in support of continuing services with the BSO:

- ***Joseph Miller, 248 SE 18th Avenue, Deerfield Beach.***
- ***Mary Drabik, 4081 Marina Way, Lighthouse Point.***

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the consultant's background. Thereafter, he expressed concerns with the feasibility study.

Howard Noland, 325 SE 3rd Terrace, Deerfield Beach, commented on his experiences as a Deerfield Beach and BSO firefighter. Thereafter, he expressed concerns with the numbers being the main priority, as numbers are not what shows up to your front door. Lastly, he commented on the difficulties the Town of Jupiter is facing, whereby, they are currently having issues hiring firefighters and paramedics.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, asked that a decision not be made this evening, as more information is needed. Thereafter, she urged the Commission to extend the contract, so a more thorough study can be performed.

Demetrius Givens, 1150 SW 7th Avenue, Deerfield Beach, stated that we must get past our differences, and do what's best for the community.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, spoke in support of extending the contract for two-years, so a more thorough study can be conducted. Thereafter, she commented on the public safety study.

Commissioner Ryan Shrouder, 11540 SW 56th Street, Cooper City, commented on his experience with bringing services in-house. Further, regardless of the decision that is made, he believes this relationship can be salvaged.

Joe Cummings, 267 Oakridge P, Deerfield Beach, expressed concerns with the continued increase in costs. Thereafter, he commented on the County's position and questioned who will cover any shortfall if the BSO doesn't get their requested funding from the County. Thereafter, he commented on the training requirements of personnel, as well as the public safety workshops.

Thomas Noland, 406 SE 8th Avenue, Deerfield Beach, expressed concerns with the feasibility study, particularly salary assumptions. Further, he stated that the contract increases stem from the Sheriff's salary study and explained that more firefighters are retiring than are graduating from the fire academy.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, spoke in opposition to the Sheriff's termination of the contract, which ended early to align agreements with other cities. Thereafter, he commented on a recent experience he had with the BSO, lack of accountability, and the extremely large BSO administration.

DEPARTMENTAL BUSINESS - CONTINUED

Major Christopher DiGiovanni, 2601 W. Broward Blvd., Fort Lauderdale, expressed concerns with the data that was gathered in order to perform the study.

John Slattery, 1455 SE 5th Place, Deerfield Beach, stated that other cities who were in similar situations decided to stay with the County, i.e. City of Deltona. If the Commission decides to bring services in-house, various services, i.e. SWAT, etc. would still be county-provided. Thereafter, he commented on telecommunication systems, questioned whether projected savings would result in a reduced millage rate for taxpayers, and that rebuilding what we already have at a higher cost and risk makes no sense.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said everyone should have a right to speak, regardless of residency. Further, she stated that while academy graduates may lack experience, they should possess the required training. Currently, the City has no control over the personnel assigned to Deerfield Beach. Lastly, she spoke in support of the two-year extension, but questioned the cost.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, stated that the City does not have sufficient information to make a decision at this time. Thereafter, she spoke in support of extending the contract to allow for a more thorough study. She suggested that the Commission submit a list of specific questions they need answered, rather than relying on the consultant to determine what should be addressed.

April Bolowich, 899 NE 4th Street, Deerfield Beach, expressed concerns with making this change, as it puts the City at considerable risk. Thereafter, she commented on the consultant's qualifications and city's drainage system and infrastructure, which must be corrected prior to entering into another large capital expense.

Brian Palmer, no address provided, spoke in support of Local 4321, and as a Broward County firefighter, expressed concerns with the hiring of firefighters.

Brian Prather, no address provided, stated that he works for Palm Beach Fire Rescue as a firefighter and instructor, and expressed concerns with retention. Thereafter, he stated that the Town of Jupiter is currently experiencing issues, and asked that the Commission do their due diligence.

Mayor Drosky closed the public hearing.

Commissioner Shanetzky asked if the City enters into a new contract, will the terms be honored.

Sheriff Tony replied that rising costs and long-term sustainability are challenges faced by all partner cities, not just Deerfield Beach. He explained that the BSO contracts include joint assessments to evaluate future cost projections and ensure flexibility, rather than assuming current arrangements will remain viable years down the line. He advised against relying on hypothetical long-term savings projections, as they are risky. Sheriff Tony commented on significant staffing challenges across Broward County, whereby, when first elected there were more than 250 vacant positions, which required extraordinary recruitment efforts. He stated that public safety agencies are currently losing first responders due to compensation and financial constraints, which threatens retention. Sheriff Tony supported funding a salary study and extending the contract for two years, but stressed that any extension must be based on the results of the study, as extending the contract without addressing compensation issues would likely result in the loss of first responders.

Commissioner Shanetzky reiterated his question.

Sheriff Tony stated that the issue cannot be reduced to a simple yes-or-no answer, whereas, if a future salary study shows evidence that compensation is significantly below market standards, it would be unreasonable for any governing body to ignore that finding. He said there was general agreement on the importance of periodically evaluating investments in public safety personnel, which is why the contract includes language providing for a jointly conducted salary study rather than revisiting the issue every year or two. Further, he stated that the BSO would fund the independent study at no cost.

Commissioner Shanetzky asked if the results would be honored once the study is completed and both parties agree on the terms.

DEPARTMENTAL BUSINESS - CONTINUED

Sheriff Tony replied that it would be inappropriate to speculate on hypothetical outcomes three to four years into the future. The consultant's 12-page report makes preconceived assumptions about costs and implications without a thorough evaluation, which he cannot endorse and the community should not expect him to endorse.

Commissioner Shanetzky left the meeting temporarily at 10:34 p.m. and returned 10:37 p.m.

Commissioner Plaut commented on the study that was performed in 1989, and stated that the City is in a completely different position today. Further, he expressed concerns with the City losing control over these services, and the possibility of knowing that services can be cancelled at any time by the Sheriff. If public safety services are brought in-house, first responders will have to be paid a comparable salary, otherwise no one will be interested. Thereafter, various graphs were displayed. Commissioner Plaut explained that Deerfield Beach is the 10th largest city out of the 31 in Broward County and the largest city that contracts out both police and fire services. Additionally, the BSO provides law enforcement services to 27% of Broward County residents and fire rescue services to 12% of the County's residents. Although, he strongly believes the City needs to take back control of public safety services, he is not ready to make a decision this evening.

Vice Mayor Preston stated that, going forward, individuals who do not provide their address should not be permitted to speak.

Anthony Soroka, City Attorney, explained that under the Florida State public records law, there are a number of exemptions and certain addresses are considered confidential including law enforcement, fire rescue, etc.

Vice Mayor Preston spoke in opposition to individuals not disclosing their address. Further, he said the City has the same leverage and control as the Sheriff when it comes to terminating the contract. Thereafter, he spoke in support of the two-year extension, so the City can perform a more thorough study.

In response to Commissioner Hudak's question, Colonel Steve Robson, replied that Deerfield Beach must enter into both contracts, as entering into only one is not an option.

Commissioner Hudak stated that he had hoped to obtain more information from the feasibility study and expressed interest in exploring a two-year contract, as a transition study is warranted. Public safety is the number one priority, and although he has confidence in the City's ability to operate high quality police and fire departments, there is a need for this commission to do their due diligence. Thereafter, he commented on the 1989 study, and reiterated the need for more details. Commissioner Hudak stated that, ultimately, the issue centers on cost control, as the larger cities are moving away from the BSO services; currently, only 13 cities are contracted with the BSO.

Mayor Drosky urged the Commission to get their questions answered prior to the January 20th meeting.

Commissioner Shanetzky commented on the police and fire stations. Thereafter, he outlined the financial incentives provided to first responders by other cities.

Commissioner Hudak left the meeting temporarily at 10:56 p.m. and returned 10:59 p.m.

In response to Mr. Soroka's question, Mayor Drosky replied that the Commission will need clarification on the Sheriff's two-year proposal.

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - *None.*

CITY MANAGER - *None.*

COMMENTS BY MAYOR & CITY COMMISSION

COMMISSIONER HUDAK DISTRICT 1

Happy New Year - Commissioner Hudak wished everyone a happy new year.

Thank You - Commissioner Hudak thanked everyone for showing up this evening.

COMMISSIONER SHANETZKY DISTRICT 3

Updates/Events - Commissioner Shanetzky commented on the Main Gate at Century Village, which is now open. Further, he congratulated Mayor Drosky for being honored as Man of the Year by Young Israel. Thereafter, he said BSO Fire will be putting on a free CPR class at Century Village on January 26th and 28th. Additionally, he is working on a crosswalk on Powerline and Hillsboro.

Crystal Lake - Commissioner Shanetzky thanked everyone involved for the sidewalks. Further, he said staff is now working on traffic calming devices in the area.

Meadows at Crystal Lake - Commissioner Shanetzky said they will be hosting a health fair on January 9th.

COMMISSIONER PLAUT DISTRICT 4

Centennial Events - Commissioner Plaut commented on all the events, and thanked everyone involved.

VICE MAYOR PRESTON DISTRICT 2

Thank You - Vice Mayor Preston thanked everyone for coming out and although debate is challenging, its important.

Dr. Martin Luther King, Jr. Day - Vice Mayor Preston said the Day of Service, which is a neighborhood cleanup, will occur on January 17th and the MLK celebration on January 19th at 10:00 a.m.

MAYOR DROSKY

Thank You - Mayor Drosky thanked everyone for coming out this evening. Thereafter, he urged his colleagues to get their questions answered and asked that the City Attorney seek clarification from the BSO on the two-year contract.

America 250 - Mayor Drosky asked if banners can be added to the light poles.

ADJOURNMENT

There was no additional business to discuss.

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

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

CITY OF DEERFIELD BEACH

____
TODD DROSKY, MAYOR

____
Heather Montemayor, CMC, City Clerk

Minutes of the meeting held on October 13, 2025

Trustees Present:
Robert Weech, Chairman
Stephen Hill, Secretary
Jonathan Campbell, Trustee
Sharon Haynes, Trustee
Patrick Simon, Trustee

Also in Attendance:[RL1]
Jeffrey Amrose, Gabriel Roeder Smith (GRS)
Trisha Amrose, Gabriel Roeder Smith (GRS)
Burgess Chambers, Burgess Chambers & Associates
Richelle Levy, Lorium Law, Fund Counsel

Members of the Public
Dan Herz, Deerfield Resident
Danny Pritchard, BSO Fire
Caleb Devore, BSO Fire
Brent Edwards, BSO Fire

Presenting to the Board
Mark Rhein, Salem Trust
Kristen Stahling, Trustmark
Lauren Boatwright, Trustmark

The Chairman called the meeting to order at 8:35 a.m.

TRUSTEE COMMENTS
None

Update on concerns with BSO and City of Deerfield

The Chairman opened the remarks by stating that the pension issues that are raised as a result of the ongoing discussion between BSO and the City of Deerfield are a concern to the members and the Board and asked fund counsel to begin the discussion. Chapter 112.0515, Florida Stat was read to the meeting and the interpretations and implications of the language were discussed at legnth. (see below) The members were told that the Board is working diligently to understand and preserve their rights to retire from the Local Plan as is legally possible. At this moment, we do not know the direction the City is going to take but we will be prepared whatever the decision is. We intend to maintain communications with the City, with BSO and with the Union and keep the membership informed as to their pension rights. It is the Board's duty as the fiduciaries to the Plan to ensure that the Plan provides to the members all benefits to which they are entitled.

> **112.0515 Retirement or pension rights unaffected by consolidation or merger of governmental agencies.**—It is hereby declared to be the policy of this state that in any consolidation or merger of governments or the transfer of functions between units of governments either at the state or local level or between state and local units, the rights of all public employees in any retirement or pension fund shall be fully protected. No consolidation or merger of governments or governmental services, either state or local, accomplished in this state shall diminish or impair the rights of any public employee in any retirement or pension fund or plan which existed at the date of such consolidation or merger and in which the employee was participating, nor shall such consolidation or merger result in any impairment or reduction in benefits or other pension rights accruing to such employee.

The Chairman reiterated that this Board cares about the plan and the members and will not stop working to make sure that pension rights are protected but at this time we do not know what the City intentions are. Dan Herz asked to speak and stated that he has had conversations with the City Attorney and that there are no ongoing negotiations between the City and BSO at this time.

<u>Custodian Presentations</u>

The Chairman reminded the Board that the current custodian Fiduciary Trust sent a termination letter to its pension plan clients throughout the state and as a result this Board issued a Request for Proposal to several custodians. Two custodians have been invited to present to the Board, Trustmark and Salem Trust.

<u>Trustmark:</u> Trustmark is a smaller bank with 18 billion under management and 6 billion in custody. They provide hands on customer service and can tailor the service as the Plan needs.Every transaction up to 50k is looked at by two people, 50k-250k it is

looked at by three and over 250k it is reviewed by four people. They provide a secure portal for communications between custodian and plan. They will check plan balances two weeks prior to benefit payments. Transaction requests are in writing and call backs are always performed at the initial setup and for any transaction without a standard written order. A Soc 1 is performed and a year round internal audit. They expect approximately 60 days for a transition and would ideally like two cycles of test payents before the transition is concluded. There are no wire or transaction fees; there is a processor fee for benefit payments of $25 per retiree per year. They discussed their close relationship with the clients.

Salem : Been in existence a long time and only do custody services with 15 billion in assets under custody. They have 197 governmental plans with the largest client at 3 billion. They have received about 31 RFPs as a result of the Truist and Fiducairy Trust terminations.They use a pensioner portal through US Bank and a sweep fund through Goldman Sachs.They use encrypted emails as communication between custodian and and Plan administration. They provide a discount if service is not provided as promised. Should allot approximately 60 days for a transition and may request Karen Russo as client representative if put into contract. They will check plan balances 7-8 days prior to benefit payments.

The Board engaged in lengthy discussion, and considered the value of a smaller custodian where they may receive more personalized service as opposed to a large company where they will be one of several hundred plans. Mr. Chambers stated that he has plans with Trustmark and has had no issues.

Motion made by Trustee Campbell seconded by Trustee Simon to direct Ms. Levy to engage in Trustmark on behalf of the Plan, motion passed unanimously.

Motion made by Trustee Hill seconded by Trustee Haynes authorizing the Chairman to execute the agreement upon approval by fund counsel. Motion passed unanimously.

CONSULTANT

Mr. Chambers reviewed the portfolio and discussed that the Alternatives are underweighted as a result in the growth of the overall portfolio due to the performance of equities. He expects equities to continue to grow so would like the Board to consider adding another Alternatives manager, Pennant Park, and adding capital to some of the existing Alternative managers. The next meeting he will bring Constitution and JP Morgan for an update and will have Pennant Park for a presentation.

Regarding Cohen and Steers, when the documents are completed, he will send a letter to American Realty and Intercontinental informing them that Cohen and Steers will be taking over their portfolios. He discussed the changes to the Investment Policy Statement to reflect the new targets. Mr. Chambers addressed Trustee Haynes concerns about changing the IPS again. She stated it should be based on a longterm outlook and was concerned that we are changing it to try to gauge the market. The Chairman agreed with Ms. Haynes that the IPS should reflect a long term policy and we should be setting long-term goals but that he understood the need to be flexible as new products and new outlooks are recommended by the Consultant. Mr. Chambers discussed the changing markets since the pandemic and the need to provide more stability and income to the closed plan. His job is to be proactive and Trustee Haynes agreed with moving forward with more stability and liquidity. Mr. Chambers discussed the Monte Carlo Simulation performed by his office which indicated that based on the revised allocations the Plan has an 87% probability of attaining the assumed rate of return of 7.25% or better.

Motion to approve revised Investment Policy Statement by Trustee Campbell, seconded by Trustee Haynes, passed unanimously to take effect 31 days after sending to Plan Sponsor.

ACTUARY

The Actuaries discussed with the board the timing of the valuation and receipt of data and assets as needed. They reviewed the Plan briefly stating that it was in very good shape with a funded ration of 85%. Mr. Amrose stated that the Normal Cost portion of the required city contribution is expected to remain relatively stable at about 35% of covered payroll in future years. Since the plan is closed and covered payroll will gradually decline, the total dollar amount of the Normal Cost will also decrease over time. A significant reduction in the amortization portion of the required city contribution will occur when the $3.2 million amortization base with seven years remaining (as of the October 1, 2024 valuation) is fully paid off. This payoff will be first be reflected in the October 1, 2031 valuation report, resulting in an approximate $3.2 million decrease in the total RCC at that time. They were asked about the timing of member calculations and Ms. Amrose stated that generally they should have them about two weeks after they receive all the data includingthe final payroll information from BSO.

ATTORNEY

Ms. Levy discussed the 112 compliance attestation which is required every other year. She will provide the template to the administrator who will send it to the state with the

Investment Policy Statement. She updated the Board on the Cohen and Steers documents and stated that the parties should reach total agreement on the side letter shortly and then the administrator will complete the subscriber documents so that the investment can be funded.
On behalf of the Adminsitrator, Ms, Levy presented the minutes for review and approval.

A motion made by Trustee Hill seconded by Trustee Campbell to approve the minutes of the meetings August 18, 2025 motion passed unanimously.

On behalf of the Administrator, Ms. Levy presented the disbursements for review and approval.

A motion made by Trustee Hill seconded by Trustee Campbell to approve the City of Deerfield Beach Municipal Firefighters Pension Fund Disbursements, motion passed unanimously.

Trustee Haynes asked about the quarterly financials which were not provided. Ms. Levy stated that she would request them of the Adminstrator and provide them to the Board.

Discussion arose about the next meeting date and concern for monitoring the flow of data to the actuary and auditor so that the audt and valution will be delivered timely. The Board set the next meeting date for March 2, 2026.

PUBLIC COMMENTS

Mr. Herz provided the Board with an informational handout comparing the Police and Fire plans investment returns and addressed the Board on its performance.

ADJOURN

A motion made by Trustee Hill seconded by Trustee Haynes and unanimously passed to adjourn the meeting at 11:48 a.m.

Yolanda P. Shea

COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
November 25, 2025

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:01 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Cummings.

Roll Call:

Present:	Jack Hugentugler Jason Leet Joseph Cummings, Chair
Also Present:	Daniel Mantell, Planning and Zoning Manager Anthony Soroka, City Attorney Samantha Charlemont, Assistant City Clerk
Absent:	Christina Fink, Alternate James Giasullo, Jr., Alternate Scott Mulheron Janelle Richards, Vice Chair, Alternate

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Leet to approve the November 13, 2025 meeting minutes. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

#7225 Resurrection Orthodox Church
1416 SE 2nd Terrace
Major Site Plan

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

George M. Petrocelli, representing the applicant, explained that the proposed changes include the installation of a barrel vault metal roof. Additionally, two existing buildings: a cathedral and a parish hall, will be repainted and landscaping will be installed throughout.

In response to Chair Cummings' question, Alex Lukianov, representing the applicant, replied that there is no generator; however, they are open to the suggestion.

Mr. Leet made a motion, seconded by Mr. Mulheron to approve Item #7225 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

Holiday - Anthony Soroka, City Attorney, wished everyone a happy and healthy Thanksgiving.

Live Local Act - Mr. Soroka stated that he will be providing a presentation to the Charter Review Board on January 15, 2026, should anyone be interested in attending.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting - Daniel Mantell, Planning and Zoning Manager, said the next meeting will be held on December 10, 2025; currently, there are no items.

Mr. Hugentugler made a motion, seconded by Mr. Leet to adjourn the meeting at 7:15 p.m. The motion CARRIED by unanimous vote.

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Joseph Cummings, Chair
Community Appearance Board

CHARTER REVIEW BOARD
CITY OF DEERFIELD BEACH, FLORIDA
December 18, 2025
MEETING MINUTES

A regular meeting of the Charter Review Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 6:34 p.m. in the City Commission Chambers by Chair Noland.

ROLL CALL

Present:	Ms. Battle, Alternate Mr. Cahn, Alternate Ms. Chisholm Ms. Hathaway, Alternate Ms. Heck Mr. Medina, Alternate Ms. Pascar Vice Chair Ellington Chair Noland
Also Present:	Rodney Brimlow, City Manager Anthony Soroka, City Attorney Heather Montemayor, City Clerk
Absent:	Ms. Diaz, Alternate

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE MINUTES

November 20, 2025

Vice Chair Ellington made a motion, seconded by Ms. Heck to approve the November 20, 2025 minutes as submitted. The motion carried unanimously.

APPROVAL OF THE AGENDA

December 18, 2025

Vice Chair Ellington made a motion, seconded by Ms. Pascar to approve the December 18, 2025 agenda as submitted. The motion carried unanimously.

GENERAL ITEMS

A. Old Business

Follow up review regarding Article III. Legislative.

Anthony Soroka, City Attorney, outlined the recommended changes in Section 3.06, 3.14 - 3.18.

B. New Business

Article IV. Administrative.

In response to Chair Noland's question, Anthony Soroka, City Attorney, replied that charter amendments cannot be changed by an ordinance alone, whereby, they must be approved by a referendum vote.

Ms. Pascar and Ms. Chisholm recommended that the City Manager be required to reside within the City limits.

Mr. Soroka explained that the Charter currently states that to become the City Manager and reside outside city limits requires commission approval.

Chair Noland agreed that the City Manager should reside within the City, as it would demonstrate a greater level of commitment and accountability to the community.

Vice Chair Ellington agreed with the rationale; however, she spoke in opposition to the residency requirement, as it may not be financially feasible and could limit the applicant pool.

Mr. Cahn said it would be a mistake to allow people to apply for a job to manage a city they don't reside in.

Mr. Medina recommended adding language stating that *in considering an applicant for City Manager, the City Commission shall give preference to qualified applicants that reside within city limits.*

In response to Mr. Medina's comment, Chair Noland clarified that you don't have to live in Deerfield Beach to apply for the job; however, upon acceptance, the individual would have to live in the City.

Mr. Soroka stated that municipalities with strict residency requirements allow the individual a specified period of time to relocate within the City.

Vice Chair Ellington agreed with the residency requirement for individuals residing out of state or several counties away, but spoke in opposition to requiring it for those who live within a specified radius.

In response to Mr. Medina's question, Chair Noland provided a brief overview of the hiring process for the City Manager.

Mr. Soroka provided a brief overview of the hiring process for the last two City Managers.

Thereafter, discussion ensued regarding Section 4.01.

Mr. Cahn agreed with Vice Chair Ellington's position regarding the residency requirement for individuals living within a specified radius.

Mr. Medina stated that if the City were to experience a decline, the pool of qualified candidates would be limited. Further, he said it should be a decision of the Commission.

Vice Chair Ellington continued to express concerns with the residency requirement, as it would diminish the pool of candidates.

In response to various board member comments, Rodney Brimlow, City Manager, stated that he resides outside of the City, whereby, he has a child who would not qualify for the educational programs provided by Broward County.

In response to various board member comments, Mr. Soroka stated that the City Manager can be terminated at any meeting with the vote of three commissioners, which is something that candidates consider when applying. Further, he said during the most recent hiring process, none of the final four candidates resided in Deerfield Beach.

Thereafter, discussion ensued regarding Section 4.01.

Ms. Pascar made a motion, seconded by Ms. Chisholm to amend Section 4.01 to, *but shall reside within the City of Deerfield Beach six months after the approval of the Commission*. YEAS: Ms. Chisholm, Ms. Pascar, and Chair Noland. NAYS: Ms. Heck and Vice Chair Ellington.

After a brief discussion, it was the consensus of the Board to remove the second paragraph in Section 4.02.

It was the consensus of the Board to not make any changes, other than the gender references, to Section 4.03, 4.04, and 4.05.

It was the consensus of the Board to change *journal of its proceedings* to *written record* in Section 4.06. Additional changes will be made to update the language *record in full the book*.

In response to Ms. Chisholm's question, Mr. Soroka replied that Section 4.05 provides the City with the ability to put policies, procedures, etc. in place for hiring, disciplining, etc. employees.

In response to Ms. Chisholm's comments, Mr. Brimlow stated that the employee handbook is located on the website. Thereafter, he briefly outlined the handbook.

It was the consensus of the Board to not make any changes to Section 4.07, 4.08, and 4.09.

Article V. Financial Procedures.

It was the consensus of the Board to update the language in Sections 5.06 and 5.07; no other changes were made in Article V.

Article VI. Elections.

It was the consensus of the Board to update the language in Section 6.09; no other changes were made to Article VI.

PUBLIC INPUT

There were no comments from the public.

ADJOURNMENT

Ms. Pascar made a motion, seconded by Ms. Heck to adjourn the meeting at 8:29 p.m. The motion CARRIED by unanimous vote.

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PEGGY NOLAND, CHAIR

Deerfield Beach
Florida

Regular City Commission Meeting - February 3, 2026

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, February 3, 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 February 3, 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 February 3, 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 February 3, 2026.

i. Use the following link below to access the meeting via Zoom:
https://deerfield-beach.zoom.us/j/82981850822?pwd=WUvgsoGuKqDkFODGLXiMSu2sbKdxaJ.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: 829 8185 0822#, Participant ID: #, Passcode: 397834#

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 February 3, 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.

Deerfield Beach
Florida

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.

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

Face Sheet
File Number: I.D. 2026-25

Agenda Date: 2/3/2026

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 first amendment to the Contract with Kenco Sign and Awning LLC for the installation of the two monument signs within the City to extend the substantial completion date to May 5, 2026, and final completion date to June 5, 2026; authorizing execution of the Amendment; providing for implementation and an effective date.

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: No cost, extension of time
Account Name: Machinery & Equipment
Account Number:186-300-360-3601-000-53600-506043

Background/History
On November 19, 2024, the City Commission passed and adopted Resolution No. 2024/180, approving the award of Invitation to Bid for Construction No. 24-14-PEC to Kenco Sign and Awning, LLC (the "Contractor") for the installation of two monument signs within the City of Deerfield Beach, which would be located on the SW corner of SW 10th Street and S. Dixie Hwy and the SW corner of SE 10th Street and S. Federal Hwy.

The contract for this project was effective through November 6, 2025. Since the issuance of the Notice to Proceed, the Contractor has been coordinating reconstruction takes, exploratory work, material submittals and preliminary site plans required for permitting. In the course of performing the services, it has been determined that additional exploratory work and surveying is necessary to address the visibility of the signs at each location as recommended by the City's Arborist and agreed to be the Contractor.

Current Activity
The Contractor has completed manufacturing of the message board monument signs. The Contractor has submitted a letter requesting an extension of the contract completion dates for an additional 180 days in order for the Contractor to finalize exploratory work in the area, (including site visibility assessment, possible tree relocation, coordination with FP&L for available power sources to energize the message boards), submittal of permit applications and completion of the installation of the monument signs with message boards. The Contractor is not seeking additional compensation due to

this delay.

Recommendation
It is recommended that the City Commission approve the First Amendment to the Contract with the Contractor to extend the substantial completion date to May 5, 2026 and the final completion date to June 6, 2026.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE CONTRACT WITH KENCO SIGN AND AWNING LLC FOR THE INSTALLATION OF TWO MONUMENT SIGNS WITHIN THE CITY TO EXTEND THE SUBSTANTIAL COMPLETION DATE TO MAY 5, 2026, AND FINAL COMPLETION DATE TO JUNE 5, 2026; AUTHORIZING EXECUTION OF THE AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City and Kenco Sign and Awning LLC (the "Contractor") entered into a contract (the "Contract") for the Contractor to provide construction services for the installation of monument signs at specific locations within the City as further described in Invitation to Bid for Construction No. 24-14-PEC (the "Project"); and

WHEREAS, the two monument signs are to be located on the SW corner of SW 10th Street and South Dixie Highway and the SW corner of SE 10th Street and South Federal Highway; and

WHEREAS, the Contract provided that the Contractor was to achieve substantial completion of the Project within 120 calendar days from the issuance of a Notice to Proceed by the City, and achieve Final Completion of the Project within 150 calendar days of the Notice to Proceed (collectively the "NTP"); and

WHEREAS, the City issued the Notice to Proceed effective on June 9, 2025, whereby substantial completion was to be achieved by October 7, 2025 and final completion was to be achieved by November 6, 2025; and

WHEREAS, since the issuance of the Notice to Proceed, the Contractor has been coordinating preconstruction tasks, exploratory work, material submittals and preliminary site plans required for permitting, however, in the course of performing the services, it has been determined that additional exploratory work and surveying is necessary to address visibility of the signs at each location as recommended by the City's Arborist and agreed to by the Contractor; and

WHEREAS, due to the need for further assessment by the Contractor, which will allow for finalization of the site plans and the permitting application process to complete the installation of the signs, it was determined that it is necessary to extend the completion dates and the Contractor has requested an extension for 180 days due to this delay; and

WHEREAS, Subsection 2.3 of the Contract allows for the contract time to be extended in accordance with the Invitation to Bid provisions through a written amendment; and

WHEREAS, the City and Contractor desire to amend the Contract to reflect the new completion dates for the Contractor to fulfill its obligations to achieve substantial completion by May 5, 2026 and final completion by June 5, 2026, with no additional costs to the City associated with this extension; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve and authorize the execution of the First Amendment to the Contract with Contractor, 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 First Amendment to the Contract with Contractor, attached as Exhibit "1", to extend the substantial completion date for the Project to May 5, 2026 and the final completion date to June 5, 2026.

Section 3. The City Commission hereby authorizes the City Manager to execute the First Amendment to the Contract, 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 THE CONTRACT BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND KENCO SIGN AND AWNING, LLC FOR THE INSTALLATION OF MONUMENT SIGNS

This First Amendment (the "Amendment") to the Contract dated November 19, 2024, (the "Contract") 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 Kenco Sign and Awning, LLC (the "Contractor").

RECITALS

WHEREAS, City and Contractor entered into a Contract for Contractor to provide construction services for the installation of monument signs at specific locations within the City as set forth in Invitation to Bid for Construction No. 24-14-PEC (the "Services"); and

WHEREAS, Subsection 2.1 of Article 2 of the Contract set forth that the Contractor was to achieve substantial completion of the Project within 120 calendar days from the City's issuance of a Notice to Proceed, and achieve Final Completion of the Project within 150 calendar days of the issuance of the Notice to Proceed; and

WHEREAS, the City issued the required Notice to Proceed effective on June 9, 2025 whereby substantial completion was to be achieved by October 7, 2025 and final completion achieved by November 6, 2025; and

WHEREAS, since the issuance of the Notice to Proceed, Contractor has been coordinating preconstruction tasks, including exploratory work, material submittals and preliminary site plans required for permitting, however, in the course of the performing the services, it has been determined that additional exploratory work and surveying is necessary to address visibility of the signs at each location as recommended by the City's Arborist and agreed to by the Contractor; and

WHEREAS, due to the need for further assessment by the Contractor which will allow for finalization of the sites plans and the permitting application process to complete the installation of the two monument signs, it was determined that it is necessary to extend the completion dates and the Contractor has requested an extension for 180 days due to this unforeseen delay; and

WHEREAS, Subsection 2.3 of the Contract allows for the contract time to be extended in accordance with the Invitation to Bid provisions; and

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

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

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

Section 2. That Article 2, Subsection 2.1 of the Contract is hereby amended to read as follows:

> Contractor shall complete the Services and achieve substantial completion in accordance with the Contract terms and conditions by May 5, 2026 and shall achieve final completion in accordance with the Contract terms by June 5, 2026.

Section 3. The parties agree that, except as expressly amended herein, all terms, conditions, and specifications of the original Contract shall remain the same and in full force and effect, and shall apply to all work performed by the Contractor from the date of execution of the Contract through the completion of the Services.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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.

ATTEST:

____
Heather Montemayor, City Clerk

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

____
Anthony C. Soroka, City Attorney

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

By: ______________________________
Rodney Brimlow, City Manager

Date: ______________________________

Witnesses:

____
Signature
Print Name: ______________

Kenco Sign and Awning, LLC

By: __________________________
Signature
Title: __________________________
Date: __________________________

December 2, 2025

Sarah Ricci
Construction Project Manager
City of Deerfield Beach
Capital Projects Division
200 Goolsby Boulevard,
Deerfield Beach, FL 33441

Re: Time Extension Request for Monument Signs - Resolution No. 2024/180

Dear Ms. Ricci,

This time extension request is regarding Resolution No. 2024/180, for the Monument Signs Project at the locations SW 10th Street and S Dixie Hwy and SE 10th Street and S Federal Hwy in Deerfield Beach.

Since June 2025, Kenco Sign and Awning, LLC has been coordinating preconstruction tasks including exploratory work, material submittals and preliminary site plans required for the permit application with the City of Deerfield Beach Building Division. The construction work suffered delays in coordinating the multiple requirements for both location including the need to perform additional exploratory work and surveying to properly asses the quantity and quality of the trees at the sites.

One of the main reasons for this time extension request derives from the need to properly asses the visibility of the signs at each location which requires the professional assessment and recommendation of the City Arborist. Existing trees must be confirmed by type and size when designing for the site plan. Kenco Sign and Awning, LLC agrees with this approach as it aligns with the intent to use the monument signs as aesthetic features in the community identifying significant visible obstructions ahead of time.

We kindly request that the City of Deerfield Beach considers this request for time extension for a period of 180 days to allow for the site plans at both locations to be finalized, the permit applications to be processed and to allow for the completion of the installation of the two monument signs.

Kenco Sign and Awning, LLC is not seeking additional compensation due to this unforeseen delay.
Regards,

Raymond Webb
Kenco Sign and Awning, LLC

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-16

Agenda Date: 2/3/2026

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 reciprocal use agreement with the St. Ambrose Catholic Church and School for the reciprocal use of facilities for a three-year term; authorizing execution of the Agreement; 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 partnership between the City and St. Ambrose Catholic Church and School allows both entities the ability to share facility resources. This Reciprocal Use Agreement provides the framework and communication protocols between city officials, city staff, and their counterparts at St. Ambrose Catholic Church and School related to facility usage. The City currently provides overflow parking for several major events at the St. Ambrose Catholic School parking lot. The City will also use St. Ambrose's parking lot for parade line-ups. Likewise, the City owns and maintains facilities that are suitable for St. Ambrose to use for its educational and training programs.

Current Activity
The City and St. Ambrose currently utilize each other's facilities for special events, recreation, and year-round athletic programming pursuant to a reciprocal use agreement that expires in February 2026. The City and St. Ambrose Catholic Church and School desire to enter into a new reciprocal use agreement for a term of three years.

Recommendation
Staff recommends approval of the Reciprocal Use Agreement with St. Ambrose Catholic Church and School.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A RECIPROCAL USE AGREEMENT WITH THE ST. AMBROSE CATHOLIC CHURCH AND SCHOOL FOR THE RECIPROCAL USE OF FACILITIES FOR A THREE-YEAR TERM; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach ("City") owns and operates a number facilities located in the City that are suitable for use by the St. Ambrose Catholic Church and School ("St. Ambrose") for its athletic and educational programs; and

WHEREAS, St. Ambrose owns, operates, and maintains various athletic facilities located in the City that may be suitable for use by residents of the City and the City may desire to use such facilities for City programs, special functions, meetings or training programs at these sites; and

WHEREAS, the City and St. Ambrose staff have determined that entering into numerous agreements for the use of each other's facilities on a case-by-case basis will result in the unnecessary expense of additional administrative time and resources; and

WHEREAS, pursuant to Resolution 2023/033, the City and St. Ambrose entered into a reciprocal use agreement on February 21, 2023 providing for the use of each other's facilities and that agreement expires on February 20, 2026; and

WHEREAS, the City and St. Ambrose desire to enter into a new reciprocal use agreement, attached and incorporated herein as Exhibit "1," (the "Reciprocal Use Agreement") for a term of three years for reciprocal use of City and St. Ambrose owned facilities; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve the Reciprocal Use Agreement with St. Ambrose, 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 Reciprocal Use Agreement with St. Ambrose, attached as Exhibit "1," for a three-year term.

Section 3. The City Manager is hereby authorized to execute the Reciprocal Use Agreement with St. Ambrose, 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.

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

<u>Section 5.</u> 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

RECIPROCAL USE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND ST. AMBROSE CATHOLIC CHURCH AND SCHOOL

THIS RECIPROCAL USE AGREEMENT (the "Agreement") is made and entered into this _____ day of **______________**, 2026, by and between the City of Deerfield Beach, a municipal corporation of the State of Florida (the "City') and St. Ambrose Catholic School, located at 363 SE 12th Avenue, Deerfield Beach, Florida 33441 ("SACS").

RECITALS

WHEREAS, youth sports instill a sense of pride and responsibility in students that will last far beyond their educational experience; and

WHEREAS, cities and schools may share resources to support each other's goals and objectives; and

WHEREAS, this collaboration provides the opportunity to develop seamless communication between City officials, City staff and their counterparts in the school; and

WHEREAS, as part of its athletics, parks and recreation program, the City wishes to provide additional facilities for its citizens; and

WHEREAS, SACS owns, operates and maintains various athletic facilities in the City of Deerfield Beach suitable for use by City in its municipal athletic, parks and recreation programs; and

WHEREAS, SACS wishes to obtain additional facilities for its programming; and

WHEREAS, City owns, operates and maintains numerous facilities suitable for use by SACS for its educational and athletic programs; and

WHEREAS, City staff and SACS have determined that entering into numerous agreements for the use of each other's facilities on a case-by-case basis will result in the expense of additional administrative time and resources; and

WHEREAS, City and SACS believe that a formal agreement providing for use of each other's facilities will be of mutual benefit to all parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereby agree as follows:

1. RECITALS

The parties agree the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. TERM

The term of this Agreement shall be for a period of three (3) years from the date of execution, unless terminated earlier pursuant to Sections 3.6 or 10 of this Agreement.

3. AUTHORIZED USE OF CITY FACILITIES BY SACS

3.1. City owns and operates a number of facilities located in the City of Deerfield Beach, Florida, which are suitable for use by SACS for its education and athletic programs.

3.2. City agrees to allow SACS use of all City facilities as described on Exhibit “A” (hereinafter referred to as "City Facilities") on such days and at such times as are mutually agreed upon by the Director of Parks and Recreation or designee (in his/her sole discretion) and the Senior Pastor or his/her designee. The City agrees to waive any and all rental fees associated with SACS's use of the City Facilities.

3.3. The following procedure shall be followed whenever SACS desires to use any City Facilities:

3.3.1 SACS shall submit a Notice of Facility Use (via a memo to the Director of Parks and Recreation or his/her designee) for use of City Facilities a minimum of ten (10) calendar days in advance of usage. The Notice of Facility Use must specify the dates, times, and facilities to be used by SACS and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. SACS will submit the Notice of Facility Use to the Director of Parks and Recreation or her/his designee for review and approval or denial. The Director of Parks and Recreation or his/her designee will determine if the requested use conflicts with the regular operations of the City or with other City uses.

3.3.2 The City Manager or designee shall determine if the requested use conflicts or interferes with any other usage of the City Facility.

3.3.3 Upon receipt of the request, the City Manager or designee shall notify SACS within two (2) business days if the facility is available on the dates and times requested.

3.4. The City Facilities are to be used by SACS solely for educational and athletic purposes, which are an integral part of the school's purpose and for no other purpose whatsoever without the prior written consent of the City.

3.5. The use of City Facilities by SACS shall, at all times, be in compliance with the laws of the State of Florida, local laws and the City Code of Ordinances. SACS shall require its instructors, agents, students, and invitees to follow all such laws and the rules and regulations promulgated by City.

3.6. *Background Checks.* SACS shall be required to perform a Level II background check on all SACS employees, coaches, agents, and volunteers who may utilize any of the City Facilities and will have direct contact with or be in close proximity to youth sports participants ("SACS Volunteer") and the results of such background checks shall be provided to the City prior to any SACS Volunteer utilizing a City Facility for youth sports. Level II Background checks for SACS Volunteers shall be conducted on an annual basis for each year of this Agreement. SACS Volunteers shall be prohibited from participating in youth sports at any City Facilities in the event the results of their Level II background check reveal any of the disqualification factors set forth in the City's Sports Volunteer Background Screening Policy, Section 50-80 of the City Code, as such provisions may be amended from time to time (the "Policy"). By signing this Agreement, SACS acknowledges that SACS has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to SACS's Volunteers. Further, SACS agrees to provide written notice to the City immediately upon SACS's knowledge of an occurrence that, under the Policy, would disqualify any SACS Volunteer. The City shall have the right to immediately terminate this Agreement upon written notice to SACS if SACS fails to abide by the Policy.

3.7. The City shall have the continuing duty to maintain City Facilities in a safe condition and to ensure that all known unsafe conditions or defects in or upon City Facilities is remedied and/or repaired. If in the course of its maintenance and operation, the City becomes aware of any dangerous or unsafe condition in or upon City Facilities or equipment, City shall immediately correct the dangerous condition or prevent the use of City Facilities or equipment by other persons so as not to endanger the life or safety of persons using these facilities or equipment. If in the course of SACS's use and occupancy of City Facilities or equipment, SACS becomes aware of any dangerous condition in or upon City Facilities or equipment, SACS shall, immediately, notify the City Manager or his designee of such dangerous or unsafe condition and cease SACS's use of City Facilities or equipment that is unsafe until such time as CITY corrects or remedies the condition. The City shall have final determination as to what is deemed "unsafe". If the City is not notified by SACS of such dangerous conditions, City shall not be liable to SACS, its employees, agents or invitees for loss, personal injury or damage.

3.8. City and its officers, agents and employees engaged in the operation, maintenance or repair of the City Facilities reserve the right, at any time, to enter upon and have free access to any and all part of the City Facilities in regard to ensuring that said facilities are not subjected to risk of loss. City reserves the right to preclude or interrupt any act or use of equipment by SACS within the reasonable judgment of the City Manager or his designee of the affected City Facilities, if it is so necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage, or loss. CITY shall have the right to inspect any and all parts of City Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises, and to enforce the license obligations hereunder.

3.9. City assumes no responsibility whatsoever for any property placed on its premises by SACS, its agents, employees, representatives, independent contractors or invitees.

3.10. SACS agrees not to bring onto City Facilities, any material, substances, equipment, or objects that are likely to endanger the life or to cause bodily injury to any person or to the City Facilities or which are likely to constitute a hazard to property thereon. City shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the City Facilities and the right to require their immediate removal here from if found thereon.

3.11. SACS shall not construct any improvements upon any of City Facilities during the term of this Agreement without prior written consent of City, which may be withheld in the City’s sole discretion. Any improvement constructed upon City Facilities without prior written approval of the City shall be removed or relocated by SACS within ten (10) calendar days of written demand by City. SACS is authorized to place items of movable personal property onto the City Facilities for use therein without prior written approval of City provided that SACS shall be responsibility for such personal property. If SACS fails to remove items of moveable personal property upon termination of the Agreement, City may remove and store said items and SACS shall reimburse City for the costs of relocating and storing the items.

3.12. Upon vacation of City Facilities after each use and occupancy, SACS shall leave said facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of moveable personal property brought onto the City Facilities by SACS and any debris generated during use of the City Facilities by SACS.

3.13. City shall provide and maintain the parking lot, parking lot lighting, and ingress and egress, at all City Facilities.

4. AUTHORIZED USE OF SACS FACILITIES BY CITY:

4.1. SACS owns, operates and maintains various athletic facilities as described on Exhibit “B” (hereinafter referred to as "SACS Facilities") located in the City of Deerfield Beach that may be suitable for use by residents of the City and the City may desire to place its programs; special functions, training programs, homeowners association and community meetings, at these sites.

4.2. SACS agrees to allow City use of SACS facilities (hereinafter referred to as "SACS Facilities") located within the City of Deerfield Beach on such days and at such times as are mutually agreed upon by the Senior Pastor or his/her designee (in his/her sole discretion) and the City Manager or designee. SACS agrees to waive any and all rental fees associated with the City's use of SACS Facilities, with the exception of the use of SACS’s kitchen as discussed in Section 4.10.

The following procedure shall be followed whenever the City desires to use any SACS Facilities:

4.2.1. City shall submit Notice of Facility Use (via a memo to the Senior Pastor or his/her designee) to SACS for use of SACS Facilities for use of the facilities a minimum of ten (10) calendar days in advance of usage. The Notice of Facility Use must specify the dates, times, and facilities to be used by the City or its residents and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The City will submit the Notice of Facility Use to the Senior Pastor or his/her designee for review and approval or denial. The Senior Pastor or his/her designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SACS Facilities by other parties.

4.2.2. Upon receipt of the request, the Senior Pastor or his/her designee shall notify the City within two (2) business days if the facility is available on the dates and times requested.

4.2.3. The use of SACS Facilities by the City shall, at all times, be in compliance with the applicable laws of the State of Florida and SACS policies.

4.3. SACS shall have the continuing duty to maintain SACS Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon SACS Facilities and equipment is remedied and/or repaired. If in the course of its maintenance and operation, SACS becomes aware of any dangerous or unsafe condition in or upon SACS licensed premises or equipment, SACS shall immediately correct the dangerous condition or prevent the use of the facilities or equipment by other persons so as not to endanger the life or safety of persons at the facility. If in the course of City's use and occupancy of SACS Facilities or equipment, City becomes aware of any dangerous condition on or upon SACS premises or equipment, City shall, as soon as reasonably possible, notify the principal of SACS Facilities being utilized, of such dangerous or unsafe condition and cease City’s use of the facilities or equipment which are unsafe until such time as SACS corrects or remedies the condition. SACS shall have final determination as to what is deemed "unsafe." If SACS is not notified by the City of such dangerous conditions, SACS shall not be liable to City, its employees, agents or invitees for loss, personal injury or damage.

4.4. SACS and its officer, agents and employees engaged in the operation, maintenance or repair of the SACS Facilities reserve the right, at any time, to enter upon and have free access to any and all part of SACS Facilities. SACS shall have the right to supervise all operations of City at SACS Facilities in order to ensure that the facilities are not subject to risk of loss. SACS reserves the right to preclude or interrupt any act or use of equipment by City within the reasonable judgment of the

Senior Pastor or his/her designee of SACS Facilities, if it is so necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. SACS shall have the right to inspect any and all part of SACS Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises, and to enforce the license obligations hereunder.

4.5. SACS assumes no responsibility whatsoever for any property placed on the premises by City, its agents, employees, representative, independent contractors or invitees.

4.6. SACS shall provide and maintain the parking lot, parking lot lighting, and ingress and egress, at all SACS Facilities.

4.7. City shall not construct any improvements upon any SACS Facilities during the term of this Agreement without the prior written consent of SACS. Any improvement constructed upon SACS Facilities without prior written approval of SACS shall be removed or relocated by City within ten (10) calendar days of written demand by SACS. City is authorized to place items of personal property onto the licensed facilities for use thereon by City without prior written approval of SACS. If City fails to remove items of personal property upon termination of this Agreement, SACS may remove and store said items and City shall reimburse SACS for the costs of relocating and storing the items.

4.8. Upon vacation of SACS Facilities after each use and occupancy, City shall leave SACS Facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the SACS Facilities by City and any debris generated during the City's use of the facility.

4.9. City agrees not to bring onto SACS Facilities any material, substances, equipment, or objects that are likely to endanger the life or to cause bodily injury to any person or SACS Facilities or which are likely to constitute a hazard to property thereon. SACS shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto SACS Facilities and the rights to require their immediate removal from the property.

4.10. City agrees to comply with SACS guidelines as they apply to SACS's kitchen. The Principal shall require the use of regular food service workers when fixed kitchen equipment is used for the preparation of food for banquets, etc. and require the City to pay the cost of the entire event, including but not limited to food, decorations, food service worker(s) involved according to the actual cost of said services, including fringe benefits. The food service worker shall assist in the preparation, serving and cleanup.

5. MISCELLANEOUS

5.1. The City and SACS agree to continue to work cooperatively to identify all school athletic ·fields and educational facilities available for use by the residents of the City of Deerfield Beach.

5.2. The cost for additional services, i.e., security, law enforcement, personnel, etc. for events at City Facilities and SACS Facilities shall be mutually agreed upon by the parties prior to the scheduled events. Such agreement shall be reduced to writing. However, the parties agree that there will be no additional costs charged for normal and customary operations that are associated with regular facility operations.

6. DISCRIMINATION:

Neither party shall discriminate against any employee or participant in this Agreement regardless of age, religion, race, color, creed, sex, handicap, marital status, national origin, status with regard to public assistance, or sexual orientation. Nothing herein is intended to make SACS facilities a government service or program subject to Title II of the Americans with Disabilities Act or the Rehabilitation Act.

7. INSURANCE:

7.1 Upon execution of this Agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage. In the event any insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension thereunder is in effect.

7.2 Each party shall procure and maintain at its own expense, and keep in effect during the full term of the Agreement, a policy or policies of insurance or the equivalent reserves in its self-insurance program the following coverages and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation;

(b) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the parties in the performance of their respective obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

$1,000,000 Combined Single Limit, per occurrence, Bodily Injury and Property Damage;

(c) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements naming the other party as additional insured;

$1,000,000 Combined Single Limit, per occurrence, Bodily Injury and Property Damage.

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability to protect against liability claims arising out of:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Complete Operations Liability;
4. Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in Paragraph 8 of the Agreement

7.3 These insurance requirements shall not relieve or limit the liability of either party. Both parties reserve the right to require other insurance coverage that it deems necessary depending upon the risk of loss and exposure to liability, and the right to be named as an additional insured on the other party's insurance policy.

7.4 Violations of the terms of the Paragraph and it subparts shall constitute a breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

7.5 No activities under this Agreement shall be commenced until the required certificates of insurance have been received and approved by the Risk Managers of each party.

8. INDEMNIFICATION:

To the extent permitted by law, CITY agrees to indemnify, defend and hold SACS, including its officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind of nature whatsoever arising out of or because of the CITY's use and occupancy of any SACS facilities licensed hereunder, or as a result of any actions or omissions hereunder.

To the extent permitted by law, SACS agrees to indemnify, defend and hold CITY, including its officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind of nature whatsoever arising out of or because of SACS's use and occupancy of any City facilities licensed hereunder, or as a result of any actions or omissions hereunder.

Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement.

Compliance with the foregoing shall not relieve the CITY or SACS of any liability or other obligation under this Agreement. Nothing contained herein is intended or shall be construed to waive either party's rights and immunities under the common law or Section 768.28, Florida Statutes.

9. PROTECTION OF PUBLIC SAFETY:

Each party specifically reserves the right, through it representatives, to eject any person(s) behaving in an objectionable manner from its own facilities or facilities of the other it may be using, and upon the exercise of this authority, each party hereby waives any right and all claims for damages against the other whether directly or through any of its agents or employees.

10. TERMINATION:

Each party to this Agreement shall have the unrestricted right to terminate this Agreement, without cause, by furnishing ninety (90) calendar days advance written notice to the other party. Each party to this Agreement shall have the right to terminate this Agreement, with cause, by furnishing fourteen (14) calendar days advance written notice to the other party, providing the basis for termination. Such termination for cause shall only be effective after the party seeking to terminate the Agreement for cause has provided the other party written notice of the breach and fourteen (14) calendar days to cure the breach.

11. FORCE MAJEURE:

In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, the Agreement will be terminated.

12. ASSIGNMENT:

Neither this Agreement, nor any interest therein, may be assigned, transferred, by any party without the prior consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SACS.

13. PUBLIC RECORDS: Pursuant to Florida Statutes Chapter 119, SACS shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the terms and conditions of this Agreement.

b. Upon request by City's records custodian, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

d. Upon completion of the term of the Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Owner shall be delivered by SACS to City, at no cost to City, within seven (7) days. All records stored electronically by SACS 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 this Agreement, SACS shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

e. SACS' failure or refusal to comply with the provisions of this Article may result in the immediate termination of this Agreement by the City.

IF SACS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SACS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, EMAIL ADDRESS web.clerk@deerfield-beach.com OR MAILING ADDRESS 150 N.E. 2ND AVENUE DEERFIELD BEACH, FL 33441.

14. NOTICE:

Notices required by this Agreement shall be deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

AS TO CITY: Director of Parks and Recreation
445 SW 2nd Street
Deerfield Beach, Florida 33441

WITH A COPY TO:	Anthony C. Soroka, City Attorney 2255 Glades Road, Suite 200-E Boca Raton, Florida 33431
AS TO SACS:	Senior Pastor St. Ambrose Catholic School 363 S.E. 12th Avenue Deerfield Beach, Florida 33441
WITH COPIES TO:	Principal Athletic Director Director of Student Affairs 363 S.E. 12th Avenue Deerfield Beach, Florida 33441

15. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida.

16. SEVERABLITY:

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be null and void insofar as it is found in conflict with the laws of the State of Florida, but the remainder of the Agreement shall be and remain in full force and effect.

17. LICENSE NOT LEASE:

This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein. No leasehold interest in either CITY premises or SACS's premises is conferred to the using party under the provisions hereof.

18. NO PARTNERSHIP CREATED:

SACS and its employees, volunteers, and agents shall be and remain independent from, and not an agent or employee of, the CITY with respect to all activities of SACS. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. AUTHORITY:

Each person executing this Agreement on behalf of either party individually warrants that he/she has full legal authority to execute this Agreement on behalf of the party for whom he/she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement for reciprocal use of facilities.

CITY

ATTEST:

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

____
HEATHER MONTEMAYOR, CITY CLERK

____
TODD DROSKY, MAYOR

"SACS"

(CORPORATE SEAL)

SAINT AMBROSE
CATHOLIC SCHOOL

ATTEST:

____
PRINCIPAL

____
CHURCH PASTOR

EXHIBIT A

City facilities for authorized use by St. Ambrose Catholic Church and School include:

- The middle school athletic complex (after middle school hours)
- The middle school aquatics complex
- Pioneer Park ball fields and playground

Note: all scheduling must be done so as to NOT conflict with existing programming.

EXHIBIT B

St. Ambrose Catholic Church facilities for authorized use by the City include:

- The exterior basketball courts
- Church and school Parking lot for special events sponsored by the City (i.e., for parking overflow); when the City needs to park and shuttle patrons for special events implemented in the Cove Shopping Center and in Sullivan Park
- Meeting space (ex: meeting rooms, the school cafeteria, classrooms, etc.)

City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2026-20

Agenda Date: 2/3/2026

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 license agreement with Cellco Partnership d/b/a Verizon Wireless for continued use of approximately 494.5 square feet of ground space for Verizon's communications equipment and above ground space on the City's Water Tower located at 570 South Powerline Road; authorizing execution of the License Agreement; 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

Since 1996, Cellco Partnership d/b/a Verizon Wireless ("Verizon") has had a Wireless Site Agreement, which expired back in 2022. Verizon has requested to enter into a new Wireless Site License Agreement with the City of Deerfield Beach for the continued use, placement, operation, and maintenance of wireless communication equipment on city-owned property located at 570 South Powerline Road. The proposed agreement allows Verizon to continue to have its antennas on the Water Tower and utilize approximately 494.5 square feet of ground space for its communications equipment.

Current Activity

The Wireless Site License Agreement establishes the terms and conditions under which Verizon may install, maintain and operate wireless facilities on the designated city site. The agreement includes provisions related to licensing, rental payments to the City, maintenance and responsibilities, insurance requirements, and compliance with applicable federal, state, and local regulations. The agreement preserves the City's ownership of the property and includes provisions addressing site access, safety, and termination.

The initial term of the agreement is five years, commencing retroactively as of October 1, 2022. Thereafter, the agreement will automatically renew for two additional five-year terms unless Verizon provides written notice of its intent not to renew at least 90 calendar days prior to the expiration of the initial term or any renewal term.

The License Agreement will generate annual revenue for the City in the amount of $55,000.00, payable in advance, with an annual escalation of 3% per year. License fee payments are due each year on or before the anniversary of the commencement date throughout the initial term and any renewal terms. Any partial year payments will be prorated. No expenditures by the City are anticipated as a result of this agreement.

Recommendation
Staff recommends approval.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A LICENSE AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR CONTINUED USE OF APPROXIMATELY 494.5 SQUARE FEET OF GROUND SPACE FOR VERIZON'S COMMUNICIATIONS EQUIPMENT AND ABOVE GROUND SPACE ON THE CITY'S WATER TOWER LOCATED AT 570 SOUTH POWERLINE ROAD; AUTHORIZING EXECUTION OF THE LICENSE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 4, 1996, Cellco Partnership d/b/a Verizon Wireless ("Verizon") and the City entered into a Tower Lease Agreement and Memorandum of Lease Agreement (the "Agreement"), to allow Verizon to place antennas on the Water Tower located at located at 570 South Powerline Road (the "Tower Site"); and

WHEREAS, in 2010, Verizon requested the use of additional ground space at the Tower Site to accommodate a pad for the placement of a propane tank to be used to fuel a generator on site in the event of electrical outages, and the parties entered into an amendment to the Agreement, which has since expired in 2022, however, Verizon has continued to use the Tower Site and has been working with the City to negotiate a new agreement; and

WHEREAS, in order for Verizon to continue its use of the Tower Site, they have requested a new wireless site license agreement with the City; and

WHEREAS, as consideration for the City's consent to allow Verizon to continue its use of the Tower Site, Verizon has agreed to enter into a License Agreement and Memorandum of License Agreement with the City, attached as Exhibit "1" and Exhibit "2" respectively, (collectively the "License Agreement") for continued use of approximately 494.5 square feet of ground space for its equipment along with the above ground space on the City's Water Tower located at 570 south Powerline Road for an initial five year term commencing retroactively as of October 1, 2022 and expiring September 30, 2027 with two (2) additional five (5) year automatic renewals; and

WHEREAS, in accordance with the License Agreement, beginning on the commencement date, Verizon will pay an annual license rental fee of $55,000.00, and thereafter on each anniversary of the commencement date, the annual License Rental Fee will increase by an amount equal to three percent (3%) of the annual License Rental Fee payable with respect to the immediately preceding license year; and

WHEREAS, City staff recommends approving and authorizing execution of the License Agreement with Verizon, attached as Exhibit "1," and the Memorandum of License Agreement attached as Exhibit "2" to allow for the use of the ground space and above ground tower space by Verizon.

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 License Agreement with Verizon, attached as Exhibits "1" and "2", to allow Verizon continued use of the approximately 494.5 square feet of ground space and above ground space on the Water Tower as described in Exhibit "B" of the License Agreement.

Section 3. The City Commission hereby authorizes the City Manager to execute the License Agreement, attached as Exhibits "1" and "2", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS _______DAY OF _______________, 2026.

CITY OF DEERFIELD BEACH

____
TODD DROSKY, MAYOR

ATTEST:

____
HEATHER MONTEMAYOR, CITY CLERK

Licensee Site ID: Deerfield Beach WT / 5000073914

**WIRELESS SITE LICENSE AGREEMENT
BETWEEN THE CITY OF DEERFIELD, FLORIDA AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

This Wireless Site License Agreement ("Agreement") is made and entered into the ___ day of ____________, 2025 (the "Effective Date"), by which the City of Deerfield Beach, Florida, a municipal corporation, with an address of 150 NE 2nd Avenue, Deerfield Beach, Florida 33441 ("Owner" or "City"), grants a license to Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Licensee"), for the Licensed Premises described below (which are part of that certain real property owned by Owner (the "Property"), as more fully described in Exhibit "A" attached hereto), for the purpose of constructing, operating and maintaining wireless communication antenna facilities.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Premises and Use**.

(a) Owner hereby grants a non-exclusive license to Licensee for the use of approximately 494.5 square feet of Property for Licensee's equipment which includes cabinets and ground-based equipment, together with a portion of space above ground on the City's Water Tank located at 570 South Powerline Road, Deerfield Beach, Florida, Broward County, Florida, a/k/a "Water Tank Site", and all access and utility easements necessary or desirable therefore (the "Licensed Premises "), subject to certain conditions described below and depicted in Exhibit "B" attached hereto. For the avoidance of doubt, although the license granted to Licensee in this Agreement is non-exclusive, Licensee's use and occupancy of the 494.5 square feet of Property is exclusive.

(b) The Licensed Premises described above is situated in the location(s) shown on Exhibit "B" attached hereto and made a part hereof, together with a non-exclusive use of an area(s), extending from the nearest public right-of-way, to the Licensed Premises, for reasonable access, upon written notice to Owner, 24 hours per day, 7 days per week and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along such area(s) as permitted. Such access and utility area(s) ("Access Area") is as described on Exhibit "B".

(c) The Licensed Premises will be used by Licensee for no purpose other than installing, removing, replacing, modifying, upgrading, maintaining and operating, at its expense, wireless communications antenna facilities and accompanying communications equipment, cable wiring, back-up power sources, related fixtures and appurtenances all in accordance with Owner's applicable ordinances ("Licensee's Facilities"). Owner and Licensee acknowledge that this Agreement pertains to existing Licensee's Facilities and existing equipment and all required plans for such have been submitted to and have been approved by Owner. Licensee may, at any time, modify, supplement, upgrade, maintain, replace, remove or relocate any of Licensee's Facilities or other appurtenances during the term of this Agreement, provided, however, that (a) to the extent necessary, the plans for such modifications must be submitted to the Owner for its reasonable review and approval, such approval not to be unreasonably withheld, delayed, or conditioned, prior to the commencement of construction (unless such approval is not required as stated herein) and (b) such modifications must comply with any applicable federal, state or local requirements. Notwithstanding anything herein to the contrary, Licensee may perform maintenance on Licensee's Facilities and make like-kind modifications to Licensee's Facilities that are the same or smaller in size, without obtaining Owner's prior consent, provided that: (i) any equipment or antenna modification fits within the Licensed Premises; (ii) the structural integrity of the City's Water Tank must not be adversely affected by any such modification; (iii) Licensee shall provide Owner with prior written notice of any such like-kind modifications and the schedule/date and time for such modifications; if there is an issue with such schedule, Owner shall promptly notify Licensee; and (iv) Licensee shall obtain any and all permits or approvals required by any applicable federal, state or local laws or requirements.

2. **Term**. The initial term of this Agreement (the "Initial Term") is five (5) years, commencing retroactively as of October 1, 2022 ("Commencement Date"). Thereafter, this License Agreement will be automatically renewed for two (2) additional five (5) year terms (each, a "Renewal Term"), unless Licensee provides Owner notice of its intention not to renew not less than ninety (90) calendar days prior to the expiration of the Initial Term or any Renewal Term.

3. **License Rental Fee**. Beginning on the Commencement Date, Licensee shall pay the sum of Fifty-Five Thousand and 00/100 Dollars ($55,000.00) per year to Owner (the "License Rental Fee"), which annual License Rental Fee will be paid by Licensee to Owner in advance, at City of Deerfield Beach Finance Department located at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441, or to such other person, firm, or place as Owner may, from time to time, designate. The initial annual License Rental Fee payment shall be due within ninety (90) calendar days of the Effective Date. Thereafter, all License Rental Fee payments shall be due on or before each anniversary of the Commencement Date during the remainder of the Initial Term and any Renewal Terms. On each anniversary of the Commencement Date, the annual License Rental Fee will increase by an amount equal to three percent (3%) of the annual License Rental Fee payable with respect to the immediately preceding license year. The License Rental Fee for any partial lease year will be prorated. Licensee shall pay all License Rental Fees without Owner submitting invoices.

4. **Inspections**. Commencing on the Effective Date, Owner shall permit Licensee and/or its sublicensees and their respective employees, agents, and contractors, during this Agreement, free ingress and egress to the Licensed Premises to conduct subsurface boring tests, environmental inspections, radio frequency tests, and such other tests, investigations, and similar activities as Licensee may deem necessary (collectively, the "Inspections"), at the sole cost of Licensee. Licensee understands that Owner uses the Water Tank for public safety purposes; Licensee's use of the Licensed Premises and the undertaking of the Inspections shall not interfere with Owner's use of the Water Tank. The sequence and timing of the Inspections shall require Owner's prior consent giving public safety consideration's paramount importance. Licensee and its sublicensees and their respective employees, agents and contractors shall also require Owner's prior consent to bring the necessary vehicles and equipment onto the Licensed Premises

to conduct any tests, investigations, and similar activities. Licensee shall indemnify, defend and hold Owner harmless against any loss or damage for personal injury or physical damage to the Licensed Premises or the Water Tank, or the property of third parties resulting from any Inspections. Upon written request, Licensee shall furnish to Owner copies of the environmental findings, if any. Prior to the commencement of the Inspections, Licensee shall furnish Owner with evidence of the insurance required under this Agreement.

5. **Title and Quiet Possession**. Owner represents and agrees (a) that it is the owner of the Property and has the legal right to use the Licensed Premises and the Access Area and to grant Licensee the right to use the Licensed Premises and the Access Area as set forth in this Agreement; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; and (d) that, in accordance with the terms and conditions of this Agreement, Licensee is entitled to access to the Licensed Premises at all times subject to the terms of this Agreement and to the quiet possession of the Licensed Premises throughout the Initial Term and the Renewal Term so long as Licensee is not in default beyond the expiration of any cure period. Licensee represents and agrees that it has the right to enter into this Agreement; and that the person signing this Agreement has the authority to sign.

6. **Assignment/Subletting**. Licensee will not assign, sublease or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, Licensee may assign, sublicense or transfer this Agreement without Owner's prior written consent to Licensee's parent, principal(s), affiliates, subsidiaries of its parent, principal(s) and affiliates or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission by reason of a merger, acquisition or other business reorganization. No assignment, transfer or sublet shall release Licensee from its obligations hereunder unless the assignee, transferee, or sublicensee assumes in writing all of Licensee's obligations under this Agreement. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

7. **Notices**. All notices must be in writing and are effective only when deposited in the U.S. mail, certified, return receipt requested and postage prepaid, or when sent via overnight delivery (provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender).

Notices to Licensee are to be sent to:

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

with a mandatory copy to:

Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way

Basking Ridge, NJ 07920

Notices to Owner must be sent to: City of Deerfield Beach
150 NE 2nd Avenue
Deerfield, Florida 33441
Attn. Eric Power, Deputy City Manager

with a copy to: Anthony C. Soroka, Esq.
City Attorney
2255 Glades Road, Suite 200-E
Boca Raton, Florida, 33431

8. **Improvements**. Except for improvements which do not require Owner's consent as set forth in Paragraph 1 above, Licensee may, at its expense and upon the prior written consent of Owner, which consent shall not be unreasonably withheld, delayed or conditioned, make such improvements on the Licensed Premises as it deems necessary from time to time for the operation of the Licensee's Facilities (the "Improvements"). If such Improvements will structurally affect the Water Tank, upon receipt of Owner's consent, Licensee shall make the necessary structural modifications to the Water Tank. Owner agrees to reasonably cooperate with Licensee with respect to obtaining any required governmental approvals for the Licensed Premises and the Improvements, at no cost to Owner, and Owner shall take no action which would adversely affect the status of the Licensed Premises with respect to the proposed use by Licensee . Licensee is liable for damage to the Licensed Premises and/or Water Tank caused by the Improvements or the installation, removal or replacement thereof. Upon the expiration of this Agreement (*i.e.*, at the end of the second Renewal Term), Licensee may request from Owner to negotiate a new license agreement, however, Owner is not obligated to enter into a new license agreement If Owner agrees to such negotiation of a new license agreement and a new agreement cannot be reached within one hundred eighty (180) calendar days after the termination or expiration of this Agreement, Licensee shall remove Licensee's Facilities and the Improvements and will restore the Licensed Premises to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty, within sixty (60) calendar days of the parties' determination that they cannot reach agreement on the terms of a new license agreement. In the event Licensee does not remove such items within sixty (60) calendar days, Owner will give Licensee written notice of such failure and, if Licensee thereafter fails to remove such items within thirty (30) calendar days, then the personal property remaining on the Licensed Premises shall be deemed the property of Owner. Licensee agrees that once the equipment, fixtures and/or personal property remaining is deemed the Owner's property, Owner shall have the option to remove said items and to charge Licensee the reasonable costs associated with the removal of said items.

9. **Compliance with Laws**. . Licensee covenants that it will keep Licensee's Facilities in good repair as required by all applicable federal, state, county and local laws, including without limitation, any federal rules and regulations, as may be amended, that apply to Licensee or Licensee's Facilities. Licensee will further comply with all applicable laws, ordinances and regulations, as amended, relating to its specific use of the Licensed Premises.

10. **Interference**. Where applicable, Licensee agrees to have installed radio Equipment of the type and frequency which will not cause technical interference problems with any of the Owner's public safety equipment located within a one thousand (1,000) foot radius of Water Tank (Owner's Equipment) as of the Effective Date of this Agreement. In the event Licensee desires to add equipment to the Licensed Premises at any future date pursuant to the terms of this Agreement, Licensee agrees that such future installations shall not cause technical interference problems with Owner's Equipment. Likewise, Owner will not permit installation of any future equipment on the Water Tank which results in technical interference of Licensee's Facilities, unless such equipment is required by applicable laws or regulations. Licensee and Owner agree, within seventy-two (72) hours after receipt of written notice from the other party, to resolve, at their sole cost and expense, any technical interference arising out of a violation of the provisions of this paragraph. In the event the interfering party is unable to resolve any technical interference within said seventy-two (72) hours, the interfering party agrees to turn off the equipment causing the interference; provided, however, the interfering party shall have the right to briefly turn on its equipment for testing purposes. Owner and Licensee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, either party hereto shall have the right to specifically enforce the provisions of this Paragraph in a court of competent jurisdiction.

11. **Utilities**. To the best of Owner's knowledge, without inquiry, Owner represents that utilities are available for Licensee's use of the Licensed Premises . Licensee will pay for all utilities used by it on the Licensed Premises. Owner will reasonably cooperate, at no cost to Owner, with Licensee in Licensee's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company. In the event Owner desires to relocate the utilities and utility easement(s), Owner will make its best efforts, at no cost to Licensee, during the relocation of such utilities, not to interfere with the construction, maintenance, or operation of Licensee's Facilities.

12. **Termination**.

(a) Licensee may terminate this Agreement upon sixty (60) calendar days' prior written notice to Owner without further liability if: (1) Licensee, after exhausting all reasonable efforts, does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate Licensee's Facilities or if any such approval is subsequently canceled, expires or terminated through no fault of Licensee, or (2) Owner fails to have proper ownership of the Licensed Premises or authority to enter into this Agreement, or (3) Licensee determines that the Licensed Premises is no longer technically compatible for its intended use or in the manner intended by Licensee due to imposed zoning conditions or requirements, environmental concerns or unresolved interference with Licensee's Facilities, or (4) in the event that after the Commencement Date, any necessary certificate, permit, license, or approval is finally rejected or any previously issued certificate, permit, license, or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority through no fault of Licensee, or (5) if Licensee is unable to utilize the Licensed Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies, or (6) if Licensee reasonably determines that the Licensed Premises is not appropriate for its operations for economic or technological reasons including, without limitation, signal interference or the communications systems to which the Licensee's Facilities belong become incompatible under its design or engineering specifications. Upon any termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default, in which event Licensee shall receive a prorated reimbursement of said prepaid rent.

(b) If Licensee remains on the Licensed Premises after termination of this Agreement (and expiration of the cure period, if termination is due to a default by Licensee), and Owner is forced to pursue eviction proceedings, Licensee shall pay (1) rent at the then existing monthly rate until such time as the Licensee is evicted and (2) all attorney's fees and costs associated with such eviction proceedings.

(c) This Agreement may be terminated by Owner at the end of the Initial Term or any Renewal Term upon at least twelve (12) months' written notice by Owner to Licensee, if Owner, in the exercise of its reasonable discretion, determines: (i) that there exists and higher and better use for the Ground Space; (ii) that the Licensee's installation is inconsistent with the said proposed use; and (iii) that the removal of Licensee's Facilities and equipment is necessary under the circumstances.

13. **Default**. If either party is in default under this Agreement for a period of (a) thirty (30) calendar days following receipt of written notice from the non-defaulting party with respect to a monetary default; or (b) sixty (60) calendar days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a sixty (60) calendar day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such sixty (60) calendar day period and proceeds with due diligence to fully cure the default. Neither party hereto may maintain any action or effect any remedies for default against the other party unless and until the defaulting party has failed to cure the same within the time periods provided in this Paragraph.

14. **Indemnity**. Licensee indemnifies, defends and holds harmless the Owner against and from any and all costs (including reasonable attorneys' fees) and claims of liability or loss from personal injury or property damage which arise out of the Licensee's construction or ownership of Licensee's Facilities and/or use, subleasing, and/or occupancy of the Licensed Premises by Licensee ; provided, however, this indemnity does not apply to the extent that any claims arise from the negligent acts or misconduct of Owner, or its employees, contractors or agents. The indemnity obligations under this paragraph will survive termination or expiration of this Agreement.

15. **Hazardous Substances**.

(a) As of the Effective Date of this Agreement: (1) Licensee represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material (as defined below) in, on, under, upon or affecting the Property or surrounding property in violation of any Environmental Law (as defined below), and (2) Owner represents, to the best of Owner's knowledge that: (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of Environmental Law; (ii) no notice has been received by or on behalf of Owner from, and Owner has no knowledge that notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law. The parties hereto recognize that Licensee is only utilizing a small portion of the Property and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's specific activities and responsibilities.

(b) **"Hazardous Material"** means any solid, gaseous, or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law. Notwithstanding the foregoing, Hazardous Material shall not include any materials or products used by Licensee in the ordinary course of its business.

(c) **"Environmental Law"** means any and all present of future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, which create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

16. **Taxes and Assessments.**

(a) In the event that Owner receives a tax assessment relating to taxes imposed on License under the law, then Owner shall forward the tax assessment to Lessee and Lessee shall make the applicable tax payments relating levied on Licensee's use of the Licensed Premises.

(b) Licensee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or tax for which Licensee is responsible for payment under the law. In the event that as a result of any appeal or challenge by

Lessee, there is a reduction, credit or repayment actually received by the Owner for any taxes previously paid by Lessee, Owner agrees to promptly reimburse to Lessee the actual amount received by Owner for the said reduction, credit or repayment.

17. **Insurance**. Licensee will procure and maintain commercial general liability insurance, limits of $2,000,000 per occurrence for bodily injury and property damage and $10,000,000 general aggregate, and automobile liability in the amount of $1,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles, with a certificate of insurance to be furnished to Owner including Owner as an additional insured as their interest may appear under this Agreement under such liability policy within thirty (30) calendar days of Owner's approval of this Agreement. Upon receipt of notice from its insurer(s), Licensee shall provide Owner with thirty (30) calendar days' prior written notice of cancellation of any required coverage and provide Owner with a new Certificate of Insurance with the required insurance coverage.

18. **Maintenance**. Licensee, at its sole cost and expense, will be responsible for repairing and maintaining Licensee's Facilities and Improvements at the Licensed Premises in a proper operating and reasonably safe condition and in compliance with applicable laws and regulations, as amended. In the event that a repair or maintenance of the Licensed Premises is necessitated by Licensee, either due to a dangerous condition on the Licensed Premises created by Licensee, or due to the acts or omissions of Licensee, its agents or employees, Licensee shall reimburse Owner the reasonable costs incurred by Owner to restore the damaged areas to the condition which existed immediately prior thereto, as long as Licensee was provided written notice and an estimate of reasonable costs for such repairs prior to Owner's commencement of such work. Notwithstanding anything to the contrary in this Agreement, Licensee acknowledges that Owner may place on the City's Water Tank Tower communications equipment for Owner's Fire, Police, Community Service and Public Works/Utilities departments, as long as such equipment does not cause interference with Licensee's Facilities or encroach upon the Licensed Premises.

19. **Condemnation**. If the whole of the Licensed Premises, or such portion thereof as will make the Licensed Premises unusable for the purposes herein licensed, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rent shall be accounted for as between Owner and Licensee as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Owner and Licensee hereunder, provided however, in the event of any condemnation of the Property, Licensee may terminate this Agreement upon fifteen (15) calendar days written notice to Owner if such condemnation may reasonably be expected to disrupt Licensee's operations at the Licensed Premises for more than three (3) calendar days. Licensee may on its own behalf make a claim in any condemnation proceeding involving the Licensed Premises for losses related to Licensee's Facilities, its relocation costs and its damages and losses including its leasehold interest. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to

payments due to the other under this Agreement, with Owner promptly refunding any portion of unused Licensed Rental Fee to Licensee.

20. **Additional Rent**. In the event of any default of this Agreement by Licensee beyond any applicable cure period(s) as described herein, Owner may, at any time after notice, cure the default for the account of and at the expense of Licensee; provided, however, unless Licensee's Facilities are deemed to have become Owner's property pursuant to Paragraph 8 hereof or Licensee fails to timely remove its equipment, under no circumstances is Owner (or anyone on behalf of Owner) permitted to move, alter, relocate or remove Licensee's Facilities. If Owner elects to cure such default, then any sum of money so expended by Owner in connection with such cure, including reasonable attorney's fees, shall be deemed to be additional rent and shall be due from the Licensee to Owner within forty-five (45) calendar days of Licensee's receipt of written notice from Owner.

21. **No Waiver of Police Power**. Owner cannot and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to governmental regulations of general applicability which may govern the Licensed Premises, any improvements thereon, or any operations at the Licensed Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of Owner to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

22. **Late Fees**. Licensee shall pay Owner a late payment charge equal to five percent (5%) of the late payment for any payment not paid within twenty (20) business days of its due date.

23. **As-Is**. Except as otherwise expressly provided herein, Owner makes no representation or warranty with respect to the condition of the Licensed Premises and Owner shall not be liable for any latent or patent defect in the Licensed Premises. Notwithstanding anything to the contrary herein, Owner shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Licensee's construction, maintenance, repair, use, operation, condition or dismantling of the Licensed Premises, unless such liability arises from Owner's gross negligence or misconduct.

24. **Miscellaneous**.

a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement;

b) This Agreement is governed by the laws of the State of Florida;

c) Venue shall be in Broward County, Florida or in any federal court having jurisdiction over Broward County, Florida;

d) If requested by Licensee, Owner agrees promptly to execute and deliver to Licensee a recordable Memorandum of this Agreement;

e) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties;

f) Any amendments to this Agreement must be in writing and executed by both parties;

g) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law;

h) The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity; and

i) The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement and they shall not affect or be utilized in the construction or interpretation of the Agreement.

25. **Non-Binding Until Fully Executed**. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

26. **Surveys**. Owner hereby grants to Licensee the right to survey the Licensed Premises and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the Licensee. The parties hereto agree that in the event that a sketch of survey depicting the as-built equipment on the Licensed Premises is not available as of the date of execution of this Agreement, said sketch of survey showing the as-built equipment shall in the future replace the existing Exhibit "B" attached hereto.

27. **Casualty**. In the event of damage by fire or other casualty to the Licensed Premises that cannot reasonably be expected to be repaired within thirty (30) days following same or, if the Licensed Premises are damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Licensed Premises for more than five (5) calendar days, then Licensee may at any time following such fire or other casualty, terminate this Agreement upon fifteen (15) calendar days' written notice to Owner. Any such notice of termination shall cause this Agreement to expire with the same force and effect as

though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement through the date of termination.

In the event of casualty, or total destruction of the Water Tank, Owner agrees to use its reasonable efforts to permit Licensee to place temporary transmission facilities on the Property until such time as Licensee is able to secure a replacement transmission location for the Licensee's Facilities. The placement of any temporary transmission facilities shall be subject to Owner's prior written consent and all other necessary government approvals in accordance with the Owner's zoning and land use codes, administrative codes, ordinances, rules and regulations. In such case, Licensee agrees that it will avoid interfering with Owner's efforts to redevelop the Property. Notwithstanding the foregoing, all Rent payments shall abate during the period of restoration after such fire or other casualty, so long as the fire or other casualty is not the fault of Licensee.

Nothing herein contained shall obligate the Owner to replace any of Licensee's Facilities including, but not limited to, Licensee's Facilities shown on the plans attached as Exhibit B hereto if said Licensee's Facilities are destroyed or damaged.

28. **Capital Contribution**. Licensee agrees to pay Owner the sum of Five Thousand and 00/100 Dollars ($5,000.00) (the "Capital Contribution") within sixty (60) calendar days of the Effective Date. Licensee acknowledges that the Capital Contribution is in addition to any other review fee or rental amount due or rent abatement granted under this Agreement. This one-time Capital Contribution is intended to be used for the maintenance and beautification of the Water Tank and Property over the life of this Agreement.

29. **Future Expansion**. If additional land is requested beyond the initial licensed area of (a) 494.5 square feet of Property and (b) tower space located approximately 128 feet above ground on the City's Water Tank, and Owner approves such a request, a formal plan would need to be presented to and approved by Owner. If the plan is reasonably approved by Owner, Owner agrees to set the rental rate for the expanded area equal to the then current escalated dollar per square foot rate that Owner is receiving from Licensee at the time of the approval, and this Agreement will be amended to document such change in the License Rental Fee.

30. **Survival**. The provisions of the Agreement relating to indemnification from one party to the other party shall survive termination or expiration of this Agreement for up to one (1) year after such expiration or termination. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. **Terminated Agreement**. Owner and Licensee agree that this Agreement replaces that certain Water Tower PCS Site License Agreement dated September 4, 1996 (and identified by LESSEE as Contract #25930) (the "Terminated Agreement"). Owner and Licensee acknowledge and agree that the Terminated Agreement shall be terminated and have no further force or effect, and replaced by this Agreement, effective as of the Effective Date of this Agreement. Owner and Licensee acknowledge that, notwithstanding the termination of the Terminated Agreement and the

commencement of this Agreement, Licensee may make, and Owner may receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

The following exhibits are attached to and made a part of this Agreement: Exhibit A, B and C.

[Remainder of page left blank.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Deerfield Beach through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ______ day of _______________, 202_; and __________________ authorized to execute same, through its ____________________________.

Attest:

Approved on this ___ day of ______________, 202_.

____
Print Name: ____________________
Mayor

_________________________,
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

WITNESSES:

____
Name William Nidicksberd

____
Name Jamie Fernandez

Cellco Partnership d/b/a Verizon Wireless

By: ______________________________
Signature
Print Name: Kevin Powell
Title: AVP Network Eng
30 day of December 2025

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

THIS IS TO CERTIFY, that on this _____ day of ______________________, 202_, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared ____________ as Mayor of the CITY OF DEERFIELD BEACH, a Florida municipal corporation, who (check one) [ ] is personally known to me or [ ] produced

______________________ as identification.

____
Notary Public, State of Florida

Print Name: ______________________

My Commission expires:

STATE OF Florida)
)SS.
COUNTY OF Hillsborough)

THIS IS TO CERTIFY, that on this 30 day of December, 2025 before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Kevin Powell, as AVP Network Eng of Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, who is (check one) [✓] is personally known to me or [ ] produced ______________________ as identification.

Lauren McLemore
Notary Public, State of Florida

Print Name: Lauren McLemore

My Commission expires:

LAUREN MCLEMORE
MY COMMISSION # HH 651752
EXPIRES: March 16, 2029

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The Property is described and/or depicted as follows (metes and bounds description):

The West 325.00 feet of the North 480.00 feet of the South 540.00 feet of the North three-quarters of the Northwest one-quarter of the Southwest one-quarter of Section 3, Township 48 South, Range 42 East, Broward County, Florida.

Containing 3.581 acres

EXHIBIT B

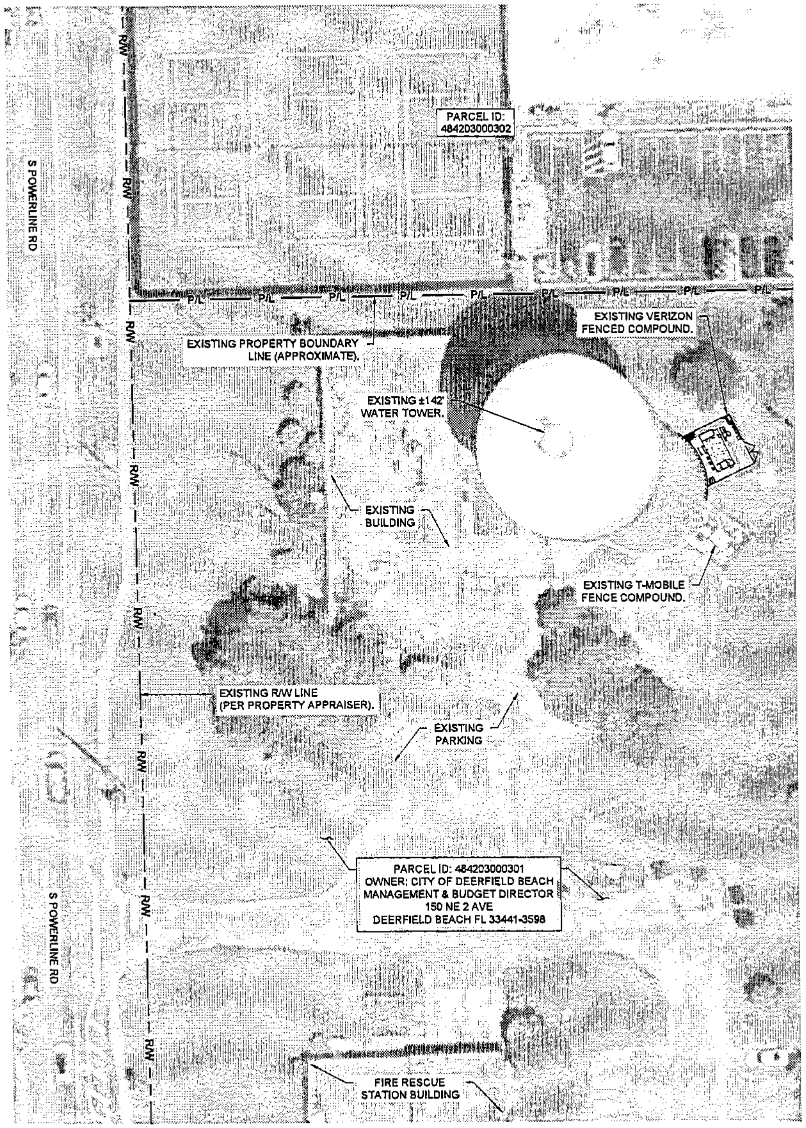
DESCRIPTION OF LICENSED PREMISES

The Premises are described and/or depicted as follows:

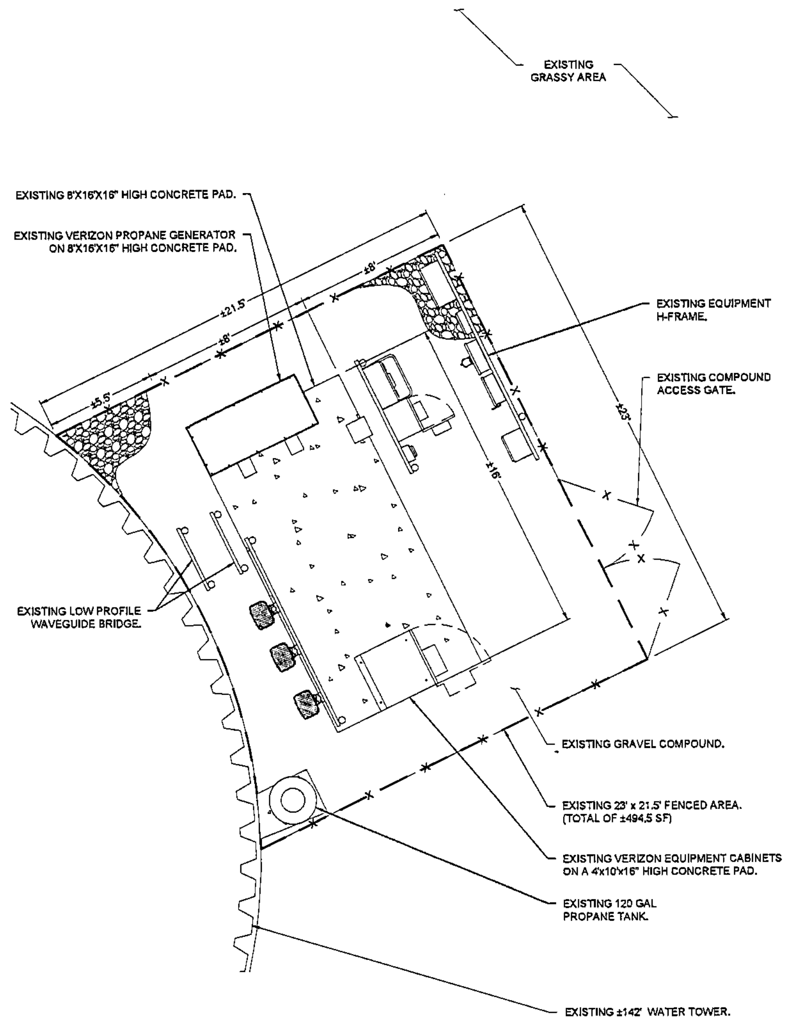
[See attached.]

Notes:

1, Licensee may replace this Exhibit with a survey of the Licensed Premises once Licensee receives it.
2. The Licensed Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities or as otherwise permitted upon granting of a setback variance by the applicable governmental authorities
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations or antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.



OVERALL SITE PLAN W/ AERIAL VIEW
11x17 SCALE: 1"=50'



ENLARGED COMPOUND PLAN
11x17 SCALE: 1"=5'

PREPARED BY

CBVR
TELECOM DESIGN GROUP

6505 N HIMES AVE
TAMPA, FLORIDA 33614
(813) 353-0026
FL CA # 31014

PROFESSIONAL SEAL

PREPARED FOR

verizon
7701 E. TELECOM PKWY
TEMPLE TERRACE, FLORIDA 33637

PROJECT INFORMATION

5000073914
DEERFIELD WATER TOWER
570 S POWERLINE RD
DEERFIELD BEACH, FL 33442

CBVR PROJECT #: VZW.240.24

ISSUED DATES

A	PRELIM FOR REVIEW	02.24.25
B	PRELIM FOR REVIEW	03.03.25

SHEET NAME

LEASE EXHIBIT

SHEET NUMBER

LE-1

EXHIBIT C

SURVEY

A COPY OF THE SURVEY SHALL BE ATTACHED HERETO IF AVAILABLE

Prepared By and Upon Recording, Return to:

Bonnie Bolz Merkt, Esq.
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

Licensee Site ID: Deerfield Beach WT / 5000073914

MEMORANDUM OF WIRELESS SITE LICENSE AGREEMENT

This Memorandum of Wireless Site License Agreement ("Memorandum") is made this ____ day of ____________, 2025, between the City of Deerfield Beach, Florida, a municipal corporation, with an address of 150 NE 2nd Avenue, Deerfield Beach, Florida 33441 ("Owner"), and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Licensee"). Owner and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the the "Party".

1. Owner owns certain real property located at 570 South Powerline Road, Deerfield Beach, Florida, Broward County, Florida (the "Property"). The Property is more specifically described in Exhibit "A" attached hereto and made a part hereof (the "Site").

2. Owner and Licensee entered into an Wireless Site License Agreement (the "Agreement") on ____________________, 2025, pursuant to which Owner has granted a non-exclusive license to Licensee for the use of approximately 494.5 square feet of the Property for Licensee's equipment which includes cabinets and ground-based equipment, together with a portion of space above ground on the City's water tank located at the Property, and all access and utility easements necessary or desirable therefore. A depiction of the premises licensed by Licensee appears in the Agreement.

3. The initial term of this Agreement (the "Initial Term") is five (5) years, commencing retroactively as of October 1, 2022. Thereafter, this License Agreement will be automatically renewed for two (2) additional five (5) year terms (each, a "Renewal Term"), unless Licensee provides Owner notice of its intention not to renew not less than ninety (90) calendar days prior to the expiration of the Initial Term or any Renewal Term.

4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Licensee.

[Remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Memorandum on the respective dates under each signature: City of Deerfield Beach through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ______ day of ________________, 202_; and ____________________ authorized to execute same, through its ______________________________.

Attest:

Approved on this ___ day of _______________, 202_.

____

_______________________, Mayor

_____________________________,
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

WITNESSES:

Name Bill Nedicksberg

Name Jamie Fernandez

Cellco Partnership d/b/a Verizon Wireless

By: Kevin Powell
Signature
Print Name: Kevin Powell
Title: AVP Network Eng
30 day of December, 2025

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

THIS IS TO CERTIFY, that on this _____ day of ______________________, 202_, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared _____________________ as Mayor of the CITY OF DEERFIELD BEACH, a Florida municipal corporation,
who (check one) [ ] is personally known to me or [ ] produced
______________________ as identification.

____
Notary Public, State of Florida

Print Name: __________________________

My Commission expires:

STATE OF Florida)
)SS. COUNTY OF
Hillsborough)

THIS IS TO CERTIFY, that on this 30 day of December, 2025 before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Kevin Powell, as AVP Network Eng of Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, who is (check one) [✓] is personally known to me or [ ] produced ______________________ as identification.

Lauren McLemore
Notary Public, State of Florida

Print Name: Lauren McLemore

My Commission expires:

LAUREN MCLEMORE
MY COMMISSION # HH 651752
EXPIRES: March 16, 2029

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The Property is described and/or depicted as follows (metes and bounds description):

The West 325.00 feet of the North 480.00 feet of the South 540.00 feet of the North three-quarters of the Northwest one-quarter of the Southwest one-quarter of Section 3, Township 48 South, Range 42 East, Broward County, Florida.

Containing 3.581 acres

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

City of Deerfield Beach

Face Sheet

File Number: I.D. 2025-661

Agenda Date: 2/3/2026

Status:
CITY COMMISSION BUSINESS

In Control: City Commission

Title

Discussion and potential action regarding waiving the fee for sightseers on the International Fishing Pier.

Recommended Action

Motion on decision of Commission

Background/History

In July 2024, the City Commission adopted an amended Parks and Recreation Fee Schedule. Staff has been asked to evaluate the City's Fee Schedule as it relates to International Fishing Pier admission charges for discussion and potential action. For discussion and potential action, staff has gathered information on the past year's pier admission revenues and attendance figures, and what other communities in Florida charge for pier admissions.

Current Activity

Staff is not charging admission to the Pier at this time and is awaiting direction from the City Commission.