



## **Deerfield Beach Community Redevelopment Agency**

### **AGENDA**

Special Meeting

Tuesday, May 25, 2010, 7:30 P.M.

City Commission Chambers, Deerfield Beach City Hall

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

#### **APPROVAL OF MINUTES**

None

#### **APPROVAL OF THE AGENDA\***

May 25, 2010

#### **GENERAL ITEMS\***

- 1 Request for Additional Services – Garcia Stromberg, Pier Entrance Building Redesign\*
- 2 Request for a motion authorizing a transfer of funds in the amount of \$30,000 from Other Contractual Services to Personal Services\*

#### **BOARD/ADMINISTRATION COMMENTS**

#### **ADJOURN**

\* Indicates an Action Item

(Next Meeting: Tuesday, June 15, 2010, 6:30 PM unless otherwise determined)

**REQUESTED ACTION:**

A motion authorizing additional services related to the design and construction of the Pier Entrance Buildings from the architect for the project, Garcia Stromberg as attached.

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**SUMMARY EXPLANATION/BACKGROUND:**

Garcia Stromberg's costs to complete the Schematic Design Phase Services will exceed the amount anticipated in their contract.

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**ATTACHMENTS:**

**Attachment A – CRA's written request for changes to the schematic design**

**Attachment B – Request for Additional Services received from Garcia Stromberg**

**Attachment C – Exhibit pertaining to Additional Services as contained in the Contract**

## Keven Klopp

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**From:** Keven Klopp  
**Sent:** Saturday, April 17, 2010 11:06 AM  
**To:** 'spe\_5@bellsouth.net'  
**Cc:** Dean Payne  
**Subject:** PBR - Parameters for conceptual footprint revisions

Steve,

Please prepare two conceptual revisions to the site plan for discussion. Both will bring the future eastern-most building line slightly landward of the existing line. One will accomplish this by removing floor area on level 1 and adding floor area on level two. Additional building height should be placed towards the north if possible.

The other concept would not increase building height. It will relocate floor area to the west of the north end of the currently proposed building, extending into the parking area as necessary.

Use your judgment as necessary within these parameters for these concepts. Please keep a list of questions and concerns that arise and we will discuss Tuesday.

Thank you.

# GARCIA STROMBERG

## **AUTHORIZATION TO PROCEED WITH ADDITIONAL SERVICES**

**DATE:** May 7, 2010

**IN ACCORDANCE WITH:** The Agreement dated December 23, 2009

**TO:** The City of Deerfield Beach, Florida  
c/o Mr. Keven Klopp  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441-5816

**FROM:** Garcia Stromberg, Inc.  
8000 North Federal Highway, 3<sup>rd</sup> Floor  
Boca Raton, FL 33487

**PROJECT:** **The Deerfield Pier**

**PROJECT #:** **29010-07**

**SCOPE OF SERVICES:** Design modifications to the project so that the face of the new pier buildings is no further eastward than the face of the existing pier bait shop building and that the intent of the program is still met. These modifications address what is anticipated to be acceptable by FDEP, based on their preliminary review of the current architectural and engineering schematic design and the consensus of the Chappell Group, Environmental Consultant. Also, separate service personnel access to the elevator will be added. To accomplish this, the changes to the buildings and site are shown in Exhibit 'A' and exemplified as follows: Move the restaurant building to the West of its existing proposed position.

1. Move the Pier Maintenance Storage areas to the north end of the restaurant building.
2. The Ocean Viewing Deck and the Terrace will be resized.
3. The Pier Office will be moved to the 2nd level and accessed by an internal stairway. The Ocean Rescue Observation Tower will also be accessed by this stair.
4. The Pier patron parking lot will be decreased in size and the parking will be reconfigured.
5. The Elevator will be moved and will be two sided to accommodate the service personnel access.
6. The 2nd level/Upper Deck access will be redesigned to accommodate the new elevator location.
7. The Civil Engineer will reconfigure the site engineering and calculations, based on the revised design.
8. The Landscape Architect will reconfigure the landscaping and planting schedule, based on the revised design.

# GARCIA STROMBERG

9. The Electrical and Mechanical Engineers will reconfigure the site lighting photometric diagram and preliminary energy models.
10. The Kitchen Consultant will reconfigure the equipment in the restaurant support spaces.

**COMPENSATION:**

Architectural: \$8,000.00  
M/E/P Engineering: \$2,000.00  
Civil Engineering: \$1,500.00  
Landscape: \$ 500.00

**Total Compensation:**

**PAYABLE AS FOLLOWS:** Commensurate with Services Rendered, progress invoicing.

Your signature on this Agreement, together with the initial payment, shall serve as our instructions to proceed with the development of your Project. All other terms of the original agreement shall remain applicable and in force.

**CLIENT:**

**ARCHITECT:**

\_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Print Name & Title



\_\_\_\_\_  
Garcia Stromberg, Inc.  
Jorge H. Garcia  
Chief Executive Officer

## **EXHIBIT D - ADDITIONAL SERVICES**

**Additional Services:** Professional services beyond those indicated as the basic scope of services; the services listed below shall be undertaken only upon written authorization from the CRA to the CONSULTANT confirming mutually agreed scope and fees.

**Making material revisions in Drawings, Specifications or other documents when such revisions alter the CONSULTANT's responsibilities and are:**

- A. Inconsistent with written approvals previously given by the CRA where such revisions occur after formal approval of the design and are not the result of errors or omissions of the CONSULTANT.
- B. Required by the enactment or revision of codes, laws or regulations subsequent to formal approval of the design.
- C. Due to changes required in writing as a result of the CRA's failure to render decisions in a timely manner.

For the purpose of this section, a material revision shall be one that significantly alters the responsibilities of the CONSULTANT.



**REQUESTED ACTION:**

A motion authorizing a transfer of funds in the amount of \$30,000 from the CRA's "Other Contractual Services" account to its "Personal Services" account is requested.

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**SUMMARY EXPLANATION/BACKGROUND:**

This transfer will facilitate the employment of a CRA Coordinator as a contract employee through the remainder of Fiscal Year 2011. The amount is based upon 35 hours a week at an hourly rate comparable to the market rate for an employee with the professional responsibilities required. As proposed, the contract position would not include benefits.

Transfer Details:

From: 190-8000-552.10-01  
\$30,000

To: 190-8000-552.32-99  
\$30,000

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**ATTACHMENTS:**

Draft Job Description and Employment Agreement

# City of Deerfield Beach Job Description

		(Completed by HR)
Job Title:	<b>Community Redevelopment Agency Coordinator</b>	New: <input type="checkbox"/> Recl: <input type="checkbox"/>
Reports to (Title):	<b>Community Redevelopment Agency Director</b>	Job Code:
Department/Division:	<b>Community Redevelopment Agency</b>	Grade:
EEOC Category:		FLSA:

**GENERAL SUMMARY:**

Performs professional work in economic development. Performs a variety of program or project planning activities that impact municipal development and include analyzing data and formulating and recommending plans and programs relevant to municipal conditions and needs. Responsible for developing, coordinating and implementing revitalization and economic development plans and the adopted Community Redevelopment Area plan. Assists the CRA Director in a wide array of functions, including long- and short-range planning, and budgetary responsibilities as they pertain to the Community Redevelopment Agency (CRA). Confers with upper management in the selection and implementation of programs and initiatives. Work is reviewed through conferences, reports submitted and results obtained.

**DUTIES AND RESPONSIBILITIES:**

- Work 35 hours per week at City Hall and in the Community Redevelopment Area
- Direct implementation of the Community Redevelopment Area Plan. Evaluate and report to various boards on plan execution and progress.
- Manage the acquisition and/or assembly of real estate as potential redevelopment sites.
- Collect and compile information relative to such planning assignments as land use, community/economic development, growth management, urban design, transportation, housing, leisure/human services, or historic preservation.
- Assist with the preparation of the annual CRA operating budget.
- Coordinate facilities improvements and manage the CRA's involvement in special events aimed at economic development.
- Assist with the management of major construction projects, including preparation of requests for proposals, bid openings, and contract awards.
- Research and write grant proposals as required, and ensure adherence to grant agreements.
- Act as liaison to intergovernmental officials, private consultants, architects, contractors, citizen advisory boards, neighborhood groups, and City departments.
- Coordinate and prepare information packets and newsletters.
- Coordinate purchase and maintenance of necessary equipment.
- Attend meetings as required.
- Perform all other related duties as assigned.

**Education and Experience:**

Master's Degree in Planning, Public Administration or related field and at least four (4) years economic development or related experience at the local governmental level; or an equivalent combination of education, training, and experience.

**Licenses and/or Certificates:**

Valid Florida Driver's License

**Knowledge, Skills, and Abilities:**

Knowledge of principles, practices, methods and theories of planning community redevelopment. Knowledge of laws, ordinances, regulations and statutes that govern urban planning functions. Knowledge of redevelopment legislation.

Skill in budget analysis and financial/accounting principles. Skill in establishing and maintaining good working relationships with other City employees and the public. Skill in resolving problems or situations requiring the exercise of good judgment. Skill in preparing clear and concise written reports. Skill in interpreting policies.

Ability to plan, direct, coordinate and administer a comprehensive program of urban planning. Ability to articulate and present plans to City staff, the Commission, and the public. Ability to train or advise City personnel in related tasks and activities.



# **AGREEMENT**

**THIS AGREEMENT** is entered into by and between the Deerfield Beach Community Redevelopment Agency, (CRA), and [REDACTED] (Employee) as follows:

**WHEREAS**, the CRA wishes to employ, as Community Redevelopment Agency Coordinator for a limited period of time, that period of time commencing on the date of this Agreement and terminating September 30,2010; and

**WHEREAS**, inasmuch as this shall be temporary employment, Employee shall not receive any benefits provided to other CRA or City of Deerfield Beach employees except the payment specifically provided for herein; and

**WHEREAS**, this Agreement contains the full terms of the employment of Employee;

**NOW, THEREFORE**, be it agreed by and between the parties as follows:

**Section 1.** The above referenced "Whereas" clauses are true and correct and made a part hereof.

**Section 2.** CRA hereby agrees to employ Employee until September 30, 2010. At the conclusion of this temporary employment period, all relationship between Employee and the City of Deerfield Beach shall cease, and Employee shall have no job, property, liberty or other interest in employment with the CRA or the City of Deerfield Beach whatsoever.

**Section 3.** Further, this Agreement may be terminated by the CRA at any time for convenience upon 14 days notice.

**Section 4.** Employee shall be paid a salary of \$1,500.00 per week, paid bi-weekly. No other benefits of any kind shall be provided.

**Section 5.** The duties of Employee as CRA Coordinator are as set forth on Exhibit A.

**Section 6.** The CRA Coordinator shall work directly for the CRA Director subject to his supervision and direction.

**Section 7.** Except as set forth herein, Employee shall receive no other benefits from the CRA nor shall Employee have any appeal or civil service rights

with regard to any employment actions undertaken against the Employee by the CRA.

**Section 8.** This Agreement between the parties may not be amended except by written agreement executed by the parties hereto.

**Section 9.** This Agreement shall take effect the date the last party affixing a signature hereto.

**IN WITNESS WHEREOF** the parties have caused these presents to be executed.

Witnesses:

**Deerfield Beach  
Community Redevelopment Agency**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Keven R. Klopp,  
CRA Director

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ada Graham-Johnson, MMC, City Clerk

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
[Redacted]  
Employee

Date: \_\_\_\_\_