



## **Deerfield Beach Community Redevelopment Agency**

### **REGULAR MEETING**

### **AGENDA**

Tuesday, October 12, 2010, 6:30 P.M.

City Commission Chambers, Deerfield Beach City Hall

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

#### **APPROVAL OF MINUTES\***

August 3, 2010

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

October 12, 2010

#### **GENERAL ITEMS**

1. Resolution to authorize Keith and Associates Work Authorization #31 for the Design of Drainage Improvements to the Cove Shopping Center Alleyway\*
2. Resolution to approve The Market Company as the preferred vendor to provide Green Market Management and Operations services and authorize CRA staff to negotiate a contract with The Market Company\*
3. Resolution to approve Silsar LLC application for CRA Commercial Façade Improvements Grant funding\*
4. Discussion regarding CRA 5 Year Capital Improvements Plan

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

#### **PUBLIC INPUT**

#### **ADJOURN**

\* Indicates an Action Item

(Next Meeting: Monday, November 8, 2010, 6:30 PM unless otherwise determined)

**REQUESTED ACTION:**

Approval of a resolution to approve Work Authorization #31 from Keith and Associates for Design, Permitting, and Construction Administration related to The Cove Shopping Center Alleyway Improvements for an amount not to exceed \$27,310.

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**SUMMARY EXPLANATION/BACKGROUND:**

During the course of public meetings held to seek input on the Cove Shopping Center Parking Lot Improvements, residents to the south of the plaza asked the CRA to address improvements to the alleyway that separates the plaza from the residents' backyards. Issues include faulty drainage, general disrepair and unkempt appearance, and the need for better separation between the residents' homes and the businesses' service areas. CRA staff indicated that the request would be incorporated into the CRA FY 2011 Budget for study, design and improvement.

Because Keith and Associates designed the improvements for the front of the shopping plaza, staff requested that they prepare a scope of services to study and design improvements for the alleyway, as the drainage system of the alley will have to be integrated into that of the parking lot. Staff anticipates that the alleyway design will be completed by the end of February 2011. Construction of the improvements would take place after the completion of phase four of the shopping center parking lot improvements.

Keith and Associates is currently under a continuing services contract with the City of Deerfield Beach. The design and construction of this project is contained in the CRA FY 11 Budget.

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**ATTACHMENTS:**

**Scope of Services  
Resolution**

October 7, 2010

Mr. Keven Klopp,  
CRA Director/Interim Assistant City Manager  
City of Deerfield Beach  
Community Redevelopment Agency (CRA)  
150 N.E. Second Avenue  
Deerfield Beach, FL 33441-3598  
Phone: (954) 480-4222  
Fax: (954) 422-5816  
[kklopp@deerfield-beach.com](mailto:kklopp@deerfield-beach.com)

**RE: Work Authorization #31**

Project Name: The Cove Shopping Center Alleyway Improvements  
Project Location: Deerfield Beach  
Our Project/Proposal Number: 04065.31

Dear Mr. Klopp,

In accordance with your request and pursuant to our Master Agreement to provide Professional General Engineering Consulting Services to the City of Deerfield Beach, as provided by City Resolution 2010/066, this agreement between Keith & Associates, Inc. ("CONSULTANT"), and the City of Deerfield Beach ("CLIENT") for professional services is submitted for your consideration and approval. All the terms and conditions of the Master Agreement apply to this Work Authorization.

**I. PURPOSE OF AGREEMENT/PROJECT DESCRIPTION**

The purpose of this Agreement is to outline the scope of services recommended by CONSULTANT and accepted by CLIENT with respect to the proposed services.

The CONSULTANT is to provide professional services associated with Design, Permitting and Construction Administration for the proposed Cove Shopping Center Alleyway Improvements in accordance with the adopted Cove Charrette Master Plan and previous conversations with City staff. The proposed improvements as part of this project are anticipated to include but may not be limited to the following:

Alleyway Redesign:

1. Drainage improvements for alleyway;
2. Signing and pavement markings;
3. Coordinate with City staff on new buffer wall design and installation;
4. Raised curb south of alleyway to protect utilities, future wall and to provide for future landscape Green Space ("Buffer");
5. Analyze redesign of alleyway to optimize available landscape Green Space

(“Buffer”) on the south side.

## II. SCOPE OF SERVICES

### Section 1 – Initial Design

#### Task 001 Additional Updated Topographic Survey

The CONSULTANT shall perform all field and office work necessary to obtain additional topographic data for The Cove Shopping Center Alleyway Improvement Project. Services shall adhere to the survey requirements as specified by the project Engineer of Record, which includes, but not limited to:

- Finished Floor elevations at the rear doors of the buildings, locate fences and walls and obtain elevations at 25-foot intervals along the south side of the alley, locate any missing portions of the buildings.

The vertical datum for the survey will be National Geodetic Vertical Datum of 1929 (NGVD 1929) and the horizontal datum will be North American Datum of 1983 with the National Spatial Reference System adjustment of 2007 (NSRS 07). All survey work shall be done in accordance with the Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers in Chapter 61G17-6 of the Florida Administrative Code.

#### Task 002 Utility Designation and Location Services

The CONSULTANT shall complete the following services for the utility designation and location:

1. Horizontally designate the existing utility (provide the horizontal alignment of the identified subsurface utility as determined from the surface). Sweep the area along the probable path of the existing utility using standard electromagnetic techniques and ground penetrating radar (GPR) if required. Technical Limitations are attached as part of this agreement.
2. Mark on the ground surface and survey, at appropriate intervals, the approximate horizontal location of the facility. Utilities designated shall be marked on the surface with pink spray paint.
3. Mark the utilities found and insert into design plan sheets.
4. Based on the horizontal designation provided above and the pre-established locations where vertical and horizontal locations will be verified, provide vacuum excavation services to expose and confirm the facility and to provide accurate horizontal and vertical data (a test hole): a) neatly cut and remove any sod, asphalt or concrete surface at the selected locations, b) use vacuum excavation techniques to safely expose the facility, c) measure and record the depth to the top of

the facility, d) backfill the test hole with native soil, compact in lifts and provide restoration of the surface. Compaction will be performed with a hand held tamper, density tests will not be taken.

7. Install an identifiable above ground marker at the test hole location. Field markers will consist of a nail and disk in asphalt, an iron rod and cap with survey stake in grassed areas or X chiseled in concrete. The test hole number and the utility found will be identified on the ground or on the stake, as appropriate.
8. Prepare and provide a report of the test hole results and findings.

The consultant shall provide for up to 8 test hole locations associated with locating existing utilities in connection with the proposed demolition and engineering design of the proposed development.

The number of test holes including Maintenance of Traffic (MOT) provided is an estimate. Final invoicing will reflect the actual units of work performed. This proposal assumes all areas will be accessible to vehicle traffic.

The services included in this Task will be invoiced on a per test hole basis at a rate of \$400.00 per test.

### **Task 003 Preliminary Engineering Plans**

The CONSULTANT shall prepare preliminary civil engineering plans for the alleyway improvements in accordance with the recommendations of the Cove Charrette Master Plan and conversations with City staff. The improvements will include modifications to the existing alleyway in order to maximize the available future landscape buffer area on the south side, areas of reconstruction, milling and resurfacing. In addition the preliminary plan will include the anticipated proposed drainage system.

### **Task 004 Initial Design Public Involvement & Reviews**

CONSULTANT shall attend one (1) public meeting, one (1) Community Appearance Board (CAB) Meeting and one (1) CRA Board Meeting to present the proposed improvements. It is anticipated that the City will provide proper notification to the public and stakeholders of such meetings. The CONSULTANT will be available to attend other public meetings, as requested by the CRA and/or City; however they will be invoiced on a time and materials basis.

## **Section 2 – Final Design**

### **Task 005 Final Engineering Plan**

CONSULTANT shall prepare a complete engineering plan which shall include all paving, grading, drainage, pavement markings and signage information that meets the requirements of the regulatory agencies; including South Florida Water Management District (SFWMD), Broward County Environmental Protection and Growth Management Department (BCEPD), Broward County Traffic Engineering Division (BCTED) and the City of Deerfield Beach. The paving and grading improvements will include modifications to existing alleyway in order to maximize the available landscape buffer area on the south side, areas of reconstruction, milling and resurfacing. The proposed drainage system will address water quality treatment and water quantity storage requirements. Typical sections and standard paving, grading, drainage, pavement markings and signage details and notes are included. If required, a separate demolition plan will also be prepared.

### **Task 006 Stormwater Pollution Prevention Plan**

CONSULTANT shall prepare a general site-wide Stormwater Pollution Prevention Plan and detailed phased Stormwater Pollution Prevention Plan(s) to allow for the completion of the work in phases to limit business disruption during the project's construction. The development of the detailed phased Stormwater Pollution Prevention Plans will be coordinated with the CITY and other consultants. The Stormwater Pollution Prevention Plan(s) shall include standard details and notes to meet the requirements of the regulatory agencies.

### **Task 007 Buffer Wall Plan**

CONSULTANT shall prepare a Buffer Wall Plan for the design and construction of a six foot high buffer wall located adjacent to the south property line extending approximately nine hundred linear feet from east to west. Plan shall include architectural drawings as well as structural designs and calculations from a Florida Registered Professional Structural Engineer in accordance and conformance with all applicable state and local building codes. CONTRACTOR shall be responsible for obtaining plan approval by the City Building Official for wall construction with inspections performed by City. The development of the detailed Buffer Wall Plan will be coordinated with the CITY and other consultants. The Buffer Wall Plan shall include standard details and notes to meet the requirements of the regulatory agencies.

### **Task 008 Meetings w/ City Staff (Final Design)**

CONSULTANT shall meet and provide miscellaneous project coordination efforts associated with the final design services as follows:

- Attend up to three (3) coordination meetings with CITY and key design

team members.

### **Section 3 – Permitting**

#### **Task 009 Permit Processing**

The CONSULTANT shall meet with all agencies having jurisdiction over the project as required to facilitate permit approvals.

The CONSULTANT shall prepare and submit the permit applications for the construction of the improvements designed and process them through the following regulatory agencies:

- City of Deerfield Beach (Engineering and Utilities Departments)
- Broward County Environmental Protection and Growth Management Department (BCEPD) - stormwater
- South Florida Water Management District (SFWMD) (if required)
- Florida Department of Environmental Protection (FDEP) – Stormwater Pollution Prevention.

#### **Task 010 Final Cost Estimate**

CONSULTANT shall prepare a final detailed (itemized) cost estimate for budgeting of the potential future bids or change order based on the Final Permitted Plans. This cost estimate shall include all general categories/disciplines associated with the project and each will be itemized accordingly.

### **Section 4 – Construction Administration Services**

#### **Task 011 Construction Administration Services**

CONSULTANT shall furnish a Resident Project Representative (RPR) and other staff (RPR Team) to assist in the performance of the selected CONTRACTOR'S work.

RPR is the CONSULTANT'S agent at the site, will act as directed by and under the supervision of the CITY, and will confer with the CITY regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall, in general, be with CONSULTANT and CONTRACTOR keeping the CITY advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with the CITY with the knowledge of and under the direction of CONSULTANT.

A. Duties and Responsibilities of RPR Team:

1. Schedules: Review the submittal schedule, progress/work schedule and schedule of values prepared by CONTRACTOR and consult with CITY concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and record minutes in a format approved by CITY. Prepare meeting minutes and distribute within four days after meeting to participants and those affected by decisions made.
3. Liaison:
  - a. Serve as a liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent, and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as the CITY'S liaison with CONTRACTOR when CONTRACTOR'S operations affect the CITY'S on-site operations.
  - b. Assist in obtaining from the CITY additional details or information, when required for proper execution of the work.
4. Shop Drawings and Samples:
  - a. Receive and record date of receipt of shop drawings and samples.
  - b. Review for conformance with design concept and coordinate approval of submittals from / by CONTRACTOR.
  - c. Receive samples, which are furnished at the site by CONTRACTOR, and notify CITY of availability of samples for examination.
  - d. Advise CONTRACTOR of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by CONSULTANT.
  - e. Review and make recommendations to CITY for material substitution requests from the CONTRACTOR.
5. Coordination: The CONSULTANT shall review and coordinate Requests for Information between the CONTRACTOR, designer and CITY.
6. Change Orders / Construction Change Directives: The CONSULTANT shall assist the CITY in the processing of change orders and / or construction change directives.
7. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the work in progress to assist in determining if the work is in general proceeding in accordance with the Contract Documents.
  - b. Report to CITY whenever RPR believes that any work is

- unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CITY of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project and record the results of these inspections.
8. Utility Inspection Testing: CONSULTANT shall observe the utility testing required for site utilities to certify to the responsible utility entity (the actual testing will be by others) that the utilities meet minimum testing requirements.
9. Interpretation of Contract Documents: Report when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations.
10. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in drawings or specifications and report with RPR's recommendations to CITY. Transmit to CONTRACTOR decisions as issued by CITY / CONSULTANT.
11. Records:
- a. Maintain at the job site (or local office) orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions or original contract documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, K&A'S clarifications and interpretations of the contract documents, progress reports, and other project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of work directive, change orders or changed conditions, list of job site visitors, daily activities, decisions, and observations in general.
12. Reports:
- a. Furnish CITY periodic reports as required of progress of the work and of CONTRACTOR'S compliance with the progress schedule and schedule of shop drawing and sample submittals.
- b. Consult with CITY in advance of scheduled major tests, inspections or start of important phases of the work.

- c. Review proposed change orders and work directive changes, obtaining backup material from CONTRACTOR and recommend to CITY change orders, work directive changes, and field orders.
  - d. Report immediately to K&A and CITY upon the occurrence of any accident.
13. Payment Requests: Review and approve the schedule of values; review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CITY, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
14. As-built Review: The CONSULTANT shall review, coordinate and approve the final as-built drawings prepared by the CONTRACTOR.
15. Final Certification: The CONSULTANT will prepare the final certification and process record drawings for the design from survey information supplied by the contractor or by other means agreed to by both CONSULTANT and CITY and certified to the appropriate agencies.

Note: It is the contractor's responsibility to coordinate through the CONSULTANT the scheduling of testing. The CONSULTANT shall represent the CITY in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans. The contractor must obtain regulatory agency approval and forward this information to the CONSULTANT for final certification.

We anticipate the following items requiring as-built certification:

- Storm drainage system;
- Pavement markings and signage; and
- Sidewalks/Walkways and appurtenances.

16. Completion:
- a. Before K&A issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
  - b. Conduct final inspection in the company of K&A, CITY, and CONTRACTOR and prepare a final list of items to be completed or corrected.
  - c. Observe that all items on final list have been completed or corrected and make recommendations to CITY concerning acceptance.

## B. Limitations of Authority

### Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by K&A and the city.
2. Shall not exceed limitations of K&A's authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR'S superintendent.
4. Shall not advise on: directions or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Shall not advise on: directions or assume control over safety precautions and programs in connection with the work.
6. Shall not accept shop drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by K&A and the city.

Note: Construction-related surveying (stakeout, as-builts, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

### **Additional Services**

CONSULTANT shall not perform any additional services without the written consent of the CITY. Services performed beyond the Scope of Services described above shall be considered additional services and will be presented to the CITY as an Addendum to this Agreement prior to initiating the work. Additional services shall be invoiced on a time and material basis in accordance with our attached Professional Services Fee Schedule (Exhibit A) or on a lump sum basis if a scope of service can be defined.

### **Compensation**

Compensation for services rendered under this Work Authorization will be as specified in each Task and in accordance with the terms and conditions of the Master Agreement for Professional General Civil Engineering Consulting Services between the City of Deerfield Beach and Keith & Associates, Inc. as referred to herein.

This Contract will be invoiced on a Time and Materials basis in accordance with our reduced Professional Services Fee Schedule (Exhibit A). Fee does not include associated review and application fees required by governing reviewing/permitting agencies.

TASK		FEE
<b>SECTION 1 – INITIAL DESIGN</b>		
TASK 001 Additional Boundary & Topographic Survey	NTE	\$3,500.00
TASK 002 Utility Designation and Location Services	NTE	\$3,200.00
TASK 003 Preliminary Engineering Plan	NTE	\$2,430.00
TASK 004 Initial Design Public Involvement & Reviews	NTE	\$1,710.00
<b>SECTION 2 - FINAL DESIGN</b>		
TASK 005 Final Engineering Plan	NTE	\$3,100.00
TASK 006 Stormwater Pollution Prevention Plan	NTE	\$420.00
TASK 007 Buffer Wall Plan	NTE	\$3,000.00
TASK 008 Meetings with City Staff	NTE	\$620.00
<b>SECTION 3 – PERMITTING</b>		
TASK 009 Permit Processing	NTE	\$3,960.00
TASK 010 Final Cost Estimate	NTE	\$370.00
<b>SECTION 4 – CONSTRUCTION ADMINISTRATION SERVICES</b>		
TASK 011 Construction Administration Services	NTE	\$5,000.00
KEITH AND ASSOCIATES SUBTOTAL	NTE	\$27,310.00
TOTAL NTE FEES		\$27,310.00

**Closure**

If you concur with the foregoing and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned.

We appreciate the opportunity to submit our proposal. Mr. Mark Castano has been selected to serve as project manager. Please contact Mr. Mark Castano or myself if you have any questions.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT  
Keith & Associates, Inc.  
*Consulting Engineers*



**Dodie Keith-Lazowick**  
President

As to CLIENT  
City of Deerfield Beach, Florida

**Mr. Keven Klopp**  
CRA Director / Interim Assistant City Manager

DATED: \_\_\_\_\_

**EXHIBIT A  
PROFESSIONAL SERVICE FEE SCHEDULE**

	Hourly Rate
01 Administrative Assistant .....	\$50.00
02 Community Liaison .....	\$75.00
03 Economic/Financial Analyst .....	\$90.00
10 Graphic Designer .....	\$75.00
11 CAD Specialist .....	\$85.00
15 Technician .....	\$65.00
16 CAD Technicians .....	\$80.00
20 Scientist .....	\$90.00
21 Quality Control Manager .....	\$115.00
30 Associate Planner .....	\$75.00
31 Planner AICP .....	\$90.00
32 Senior Planner .....	\$95.00
33 Landscape Designer .....	\$80.00
34 Senior Landscape Designer .....	\$95.00
35 Landscape Architect (RLA) .....	\$100.00
36 GIS Specialist .....	\$95.00
40 Transportation Planner .....	\$100.00
41 Senior Transportation Planner .....	\$120.00
50 Project Engineer .....	\$90.00
51 Senior Project Manager .....	\$100.00
52 Professional Engineer (PE) .....	\$105.00
53 Senior Professional Engineer .....	\$115.00
54 Field Representative .....	\$80.00
55 Engineering Manager .....	\$110.00
56 Senior Engineering Manager .....	\$150.00
60 Project Manager .....	\$115.00
61 Senior Project Manager .....	\$160.00
70 Principal .....	\$250.00
72 Expert Witness .....	\$300.00
80 Professional Surveyor & Mapper (PSM) .....	\$105.00
81 Survey Party (2) person .....	\$100.00
82 Survey Party (3) person .....	\$125.00
83 Survey Party (4) person .....	\$140.00
84 GPS Survey Party .....	\$155.00
85 Survey Party w/Watercraft .....	\$145.00

Effective 12/10/08

N:\08' PROPOSALS\07416.M0 Cove Shopping Center - Deerfield\Contracts\2008 Fee Schedule

RESOLUTION NO. 2010/\_\_\_\_\_

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, AWARDED WORK AUTHORIZATION TO KEITH AND ASSOCIATES TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE RECONSTRUCTION OF THE COVE SHOPPING CENTER ALLEYWAY FOR AN AMOUNT NOT TO EXCEED \$27,310.**

**WHEREAS**, the CRA wishes to complete the improvements to the Cove Shopping Center,

**WHEREAS**, improvements to the alleyway behind the shopping center were not included in the scope of the parking lot improvements, and

**WHEREAS**, Keith and Associates designed the reconstruction and drainage improvements to the front of the Cove Shopping Center Parking Lot;

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

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

**Section 2.** The CRA hereby awards Work Authorization #31 to Keith and Associates for the design of improvements to the Cove Shopping Center Alleyway for an amount not to exceed \$27,310.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
PEGGY NOLAND, CHAIR

ATTEST:

\_\_\_\_\_  
ADA GRAHAM-JOHNSON, MMC, CITY CLERK

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**REQUESTED ACTION:**

Approval of a resolution to selecting The Market Company as the preferred vendor to provide Green Market Management and Operations services and authorize CRA staff to negotiate a contract with The Market Company.

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**SUMMARY EXPLANATION/BACKGROUND:**

The City of Deerfield Beach issued RFP 2009-10/58 to solicit proposals for the Operation and Management of a Farmer's Market/Green Market. Two proposals were submitted by the September 3, 2010 deadline. An evaluation committee comprised of City staff convened to review the proposals. The committee recommended that The Market Company is the most qualified proposer. The committee also made several recommendations that CRA staff has addressed with The Market Company to ensure the event's success.

The Deerfield Beach City Commission granted permission to the CRA to use Sullivan Park for the markets on Sunday mornings from October 17, 2010 through May 1, 2011 from 9 a.m. to 2 p.m. The Market Company strongly recommends that markets begin on November 14<sup>th</sup>, 2010, as fresh, locally grown produce is not available until this time.

Funding for the Management and Operation of a Farmer's Market/Green Market is budgeted for in the FY 2011 CRA Budget Special Events line item.

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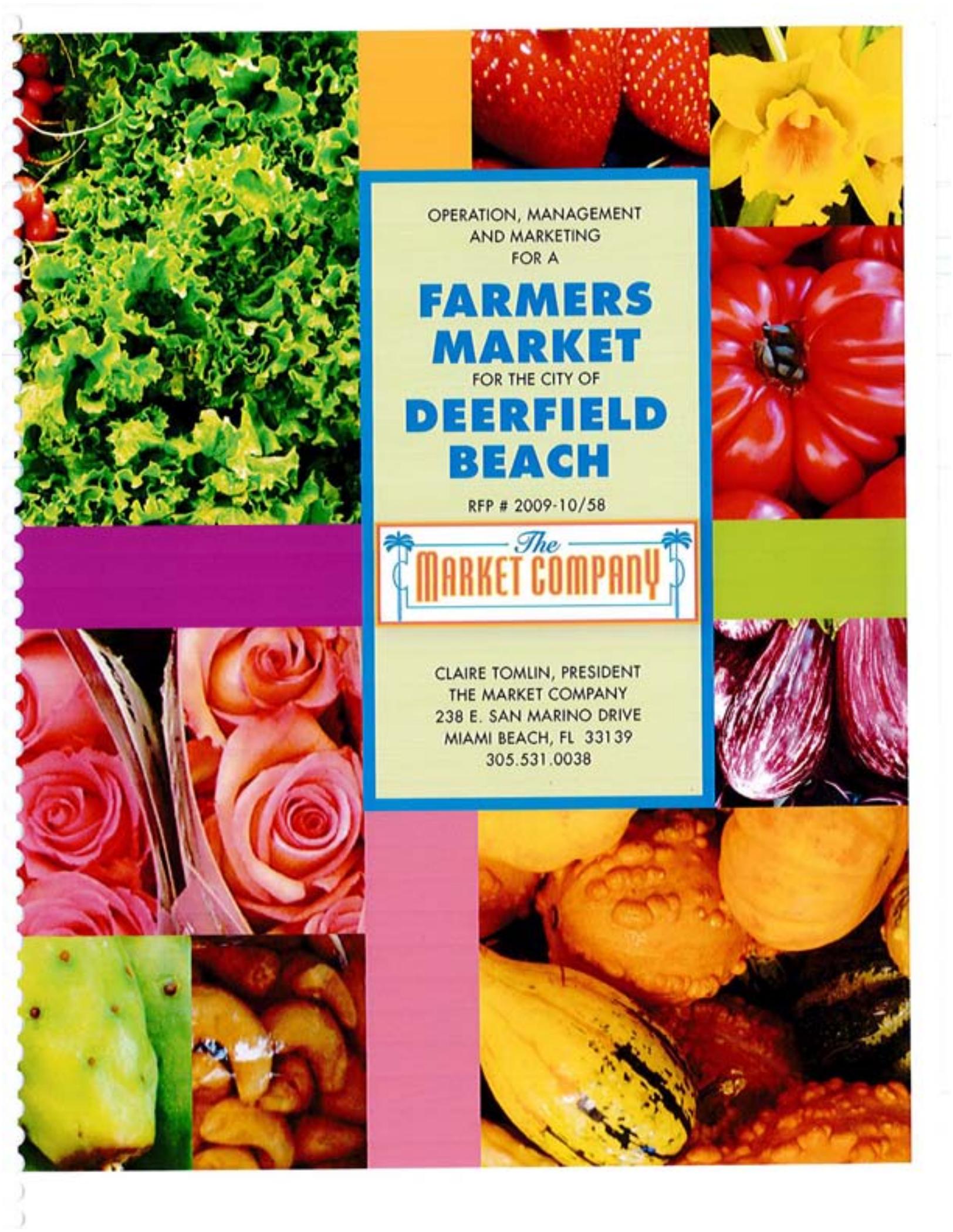
**ATTACHMENTS:**

The Market Company proposal for the "Operation, Management and Marketing for a Farmers Market for the City of Deerfield Beach"

Minutes of Evaluation Committee Meeting

Staff memo regarding Evaluation Committee member recommendations

Resolution



OPERATION, MANAGEMENT  
AND MARKETING  
FOR A

**FARMERS  
MARKET**  
FOR THE CITY OF  
**DEERFIELD  
BEACH**

RFP # 2009-10/58



CLAIRE TOMLIN, PRESIDENT  
THE MARKET COMPANY  
238 E. SAN MARINO DRIVE  
MIAMI BEACH, FL 33139  
305.531.0038



September 11, 2010

Purchasing Division  
City of Deerfield Beach  
401 SW 4<sup>th</sup> Street – 2<sup>nd</sup> Floor  
Deerfield Beach, FL 33441

Re: RFP #2009-10/58 – Operation & Management of a Farmers' Market

To Whom It May Concern:

As President of The Market Company, I am pleased to respond to your RFP pertinent to the operation, management and marketing of a farmers' market for the City of Deerfield Beach. The Market Company is a financially stable, fully licensed and insured company and is eligible to perform in the capacity of market coordinator, organizer and manager.

The Market Company will be happy to work with the City of Deerfield Beach to create a unique experience that will satisfy the residents' desires to have easy access to nutritious healthy produce in a friendly, open-air atmosphere that has the potential to become a weekly "happening" for their families. In addition, herb and plant sales, alongside planting displays and demonstrations, will encourage individual involvement in activities that have fast results, and, therefore, motivate further intergenerational ecological projects.

Thank you for giving my company the opportunity to work with the City of Deerfield Beach.

Sincerely,

Claire Tomlin  
President



September 11, 2010

Purchasing Division  
City of Deerfield Beach  
401 SW 4<sup>th</sup> Street – 2<sup>nd</sup> Floor  
Deerfield Beach, FL 33441

Re: RFP #2009-10/58 – Operation & Management of a Farmers' Market

To Whom It May Concern:

As President of The Market Company, I am pleased to respond to your RFP pertinent to the operation, management and marketing of a farmers' market for the City of Deerfield Beach. The Market Company is a financially stable, fully licensed and insured company and is eligible to perform in the capacity of market coordinator, organizer and manager.

The Market Company will be happy to work with the City of Deerfield Beach to create a unique experience that will satisfy the residents' desires to have easy access to nutritious healthy produce in a friendly, open-air atmosphere that has the potential to become a weekly "happening" for their families. In addition, herb and plant sales, alongside planting displays and demonstrations, will encourage individual involvement in activities that have fast results, and, therefore, motivate further intergenerational ecological projects.

Thank you for giving my company the opportunity to work with the City of Deerfield Beach.

Sincerely,

Claire Tomlin  
President

## Introduction

The Market Company, a female owned business, has produced green markets in Miami Dade County, Broward County and Monroe County since 1996 and is pleased to respond to the City of Deerfield Beach Request for Proposals to produce, manage and market a green market for the city.

In almost 15 years of continuous service, The Market Company has had the opportunity to work closely with many municipalities, private and public corporations and non-profit foundations to achieve specific goals that include creating sources of economic development, enhancing services for residents and promoting healthy eating habits. We have experience creating, developing and producing markets in Miami Beach on Lincoln Road, Collins Park, Espanola Way and Normandy Village; and in Fort Lauderdale at Las Olas Boulevard. In addition, the company has established and manages markets in the Aventura Mall, Pinecrest Gardens, Jackson Memorial Hospital, Mary Brickell Village, Hollywood Art/Park, Barry University and Memorial regional Hospital in Hollywood.

Their vast and varied experience allows The Market Company staff to adapt to different locations and requirements, depending upon the needs and objectives of each individual community and/or organizational sponsor.

## Scope of Services

The weekly Sunday market will be held on City property each Sunday from October 17, 2010 through May 1, 2011, hours to be determined with the City. A site plan and vendor locations will be developed to accommodate the maximum number of vendors. The Market Company will work with the City to develop and approve appropriate signage and other directional tools.

The City of Deerfield Beach will pay The Market Company a \$10,000 one-time production fee to cover the costs of expenses for graphics, signage, flyers, posters, banners, insurance and staff. This fee will be paid at the time the contract is signed, prior to October 17, 2010.

The Market Company will be responsible for community outreach and market publicity including signage and advertising. The Market Company anticipates assistance from the City in communicating information about the market in all possible City forms of communication; i.e., website, email blasts, newsletters, etc.

The Market Company vendor guidelines are included in this proposal.

The Market Company will have a staff person, assigned as Market Manager, who will be on-site at the market each week. If this person cannot be on-site, an Interim Manager, whose name and phone number will be delivered to the city's market liaison prior to the market day, will be there.

The Market Company will provide general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate prior to the commencement.

The Market Company may provide Electronic Benefit Transfers (EBT) at the weekly market.

The Market Company will leave the area in clean condition at the end of the market. The City of Deerfield Beach will remove vendor and public trash.

### Business Profile

The Market Company, Inc. is an S Corporation registered with the State of Florida.

Internal Revenue Employer Identification #65-0998144

Banking: BB&T  
1691 Michigan Avenue, Miami Beach, FL 33139  
Contact: Axel Lacau, Manager 305/673-5161

Insurance: Worldwide Entertainment Insurance Inc.  
10980 SW 91<sup>st</sup> Street, Miami, FL 33176  
Contact: Isabel Tejada, President 305/279-8168

Website: [www.themarketcompany.org](http://www.themarketcompany.org)

### Market Philosophy

Claire Tomlin/The Market Company will strive to identify and bring to the market as much locally grown and organic produce as possible. The Market Company has been working closely with local growers and can count on many of them to bring their produce to market once the season begins.

The addition of items beyond produce (i.e., local honey baked goods, etc) will add interest to the market and enhance the shoppers' experience. Furthermore, a juried selection of craft vendors will bring an artistic component that will increase the appeal of the market and attract a larger number of residents.

Although farmers markets have been perceived as appealing to a select group of customers, the movement to address nutrition problems in low-income populations by encouraging them to eat healthy foods has been recognized by the federal, state and regional governments. In fact, The Market Company has been chosen to administer a "Pilot Project" that will reward Electronic Benefit Transfer (EBT) beneficiaries at the Jackson Memorial Foundation Green Market with an incentive program. The experience that will be derived from the implementation of this project may be used to address similar issues among the City of Deerfield population.

## References

Jossie Aguirre, Director  
Special Events  
Jackson Memorial Foundation  
305/355-4999 – [Jaguirre@med.miami.edu](mailto:Jaguirre@med.miami.edu)

Anna Parekh, Director  
Real Estate, Housing and Community Development  
City of Miami Beach  
786/348-4141 – [annaparekh@miamibeachfl.gov](mailto:annaparekh@miamibeachfl.gov)

Yoly Solano, Director  
Strategic Event Development  
WOW Factor Marketing Group  
305/273-8373 ext 203 – [yoly@wowfactoradgroup.com](mailto:yoly@wowfactoradgroup.com)

## Management and Staff

Claire Tomlin, President  
305/775-2166 [claire@themarketcompany.org](mailto:claire@themarketcompany.org)

Donald M. Tomlin, Corporate Secretary/Treasurer, IT Director  
305/439-8901 [dtomlin238@aol.com](mailto:dtomlin238@aol.com)

Pola Reydburd, Associate Manager  
305/798-8924 [pola@themarketcompany.org](mailto:pola@themarketcompany.org)

Evani Maass, Bookkeeper  
305/606-7644

Guillermo Forstmann, Vendor Recruiter and Market Manager  
786/319-8510



## FARMERS MARKET MANAGEMENT PROPOSAL

### A. Logistics

1. Site Plan Review
  - a. General Layout
  - b. Specific Vendor Locations
  - c. Parking
  - d. Event & Directional Signage
2. Utilities
  - a. Electricity
  - b. Water
3. Restrooms
  - a. Portable for Guests
  - b. Local Facilities for Vendors

### B. Sample of Vendor Products

1. Produce (Fruits & Vegetables)
  - a. Organic
  - b. Locally Grown
  - c. Conventional
2. Prepared Foods
  - a. Vegetarian/Vegan
  - b. Ethnic Foods & Specialty Foods
  - c. Bakery Items
  - e. Spices, Teas and Coffee
  - f. Fresh Cheeses and Dairy Products
3. Plants
  - a. Potted Herbs
  - b. Cut Flowers & Orchids
  - c. Indoor Plants
  - d. Fruit and Ornamental Trees

### C. Event Management & Production

1. Weekly Organization & Quarterly Reviews
2. Special Entertainment
  - a. Performing Community groups (i.e., School Band, etc.)
  - b. Children's Activities (i.e., Clotheslines Art, Face Painting, etc.)

### D. Marketing (in conjunction with Market Host Entity)

1. Printed and Internet Materials
  - a. Posters & Flyers
  - b. Newspaper Ads
  - c. Constant Contact/Local Harvest
  - d. Local Newsletters
  - e. E-Blast/Neighborhood Associations/Community Groups
2. Other Media
  - a. Radio (Spanish & English)
  - b. Press Releases (Spanish & English)
  - c. City TV and/or Radio Channels/Stations
3. Sponsorship Opportunities, work with interested party/parties to identify list.

305 775-2166

Claire@themarketcompany.org

# The Market Company, Inc.

238 E. San Marino Drive/Miami Beach, FL 33139 (mailing address)  
4127 NW 2<sup>nd</sup> Avenue/Miami, FL 33137 (business address)  
305/531-0038 o 305/576-9792 f

## APPLICATION & AGREEMENT

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Name: \_\_\_\_\_

State of Florida Sales Tax#: \_\_\_\_\_ (Copy Must Accompany Application)

Mobile Vending Permit \_\_\_\_\_ (for all edible products)

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Market(s) of Interest: \_\_\_\_\_

Merchandise to be sold: \_\_\_\_\_

\_\_\_\_\_  
(Please continue on back of this page if necessary and initial your work).

I hereby agree to sell only such items which are listed on the application. I swear that all information is correct and complete. I hereby affirm that I have read the regulations and policies as outlined and agree to abide by all rules established for the operation of the markets. I further acknowledge that I am an independent contractor and take full responsibility for all activities conducted and agree to hold harmless and indemnify The Market Company, its owners, agents and employees, and any municipality from any and all liability arising from participation and sales in the market.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Approved: \_\_\_\_\_

Claire Tomlin/The Market Company, Inc.

**Note:** Violation or falsification of any of the conditions set forth in this legal agreement will result in the immediate and permanent loss of permission to sell any product at markets sponsored by The Market Company, Inc.

# The Market Company, Inc.

238 E. San Marino Drive/Miami Beach, FL 33139 (mailing address)  
4127 NW 2<sup>nd</sup> Avenue/Miami, FL 33137 (business address)  
305/531-0038 o 305/576-9792 f

## Vendor Guidelines

**Definition of Vendor:** All persons selling in a market area. Merchants who own stores and/or businesses and participate in a market are also considered vendors and must follow vendor guidelines.

**Market Location & Times:** To be determined

The Market Company has permits with several municipalities and private corporations which designate set-up and break-down times. It is imperative that vendors follow these time guidelines.

**Market Fees:** Market fees must be paid in advance by the close of the day on the Thursday before the market is to be held. Fees can be paid in cash, check or credit card (automatic credit card deductions can be arranged). This payment guarantees a reserved space in the market. If a vendor cannot attend a market for which payment has been made, cancellation made 48 hours in advance will transfer paid funds to the next market date. Funds will be forfeited if cancellation is not made.

Vendors who do not pay in advance but choose to come and obtain an unreserved space will pay prior to set up and will be assigned a space on a first come first served basis determined by the number of spaces available.

**Markets Operate Rain or Shine.** If a vendor elects to set up for product sales, even if rain reduces sales, a minimum fee of 50% will be charged. In the case of advanced payment, if a vendor questions whether a market will be set up due to rain, he should call the market coordinator to protect his funds.

**Vendor Spaces are Assigned by The Market Company:** Vendors are expected to attend each weekend. If a vendor misses two market days without notice his assigned space will be forfeited and he will re-apply for a market space.

**Additional Markets:** Vendors are welcomed to participate in multiple markets. For a vendor to be eligible to be in additional markets he must be prepared to stay in his original marketplace and apply to the additional markets.

**Vendor Display Area:** Vendors furnish their own tents, umbrellas, tables, cloths, carts, chairs, displays, trash cans, brooms and trash bags. Market standards are white 10x10 tents (Insta-shade, EZUp), green market umbrellas with stands and green table skirts (Dade Towel – 305/751-1284). Market aesthetics are very important. White tablecloths can be purchased from The Market Company.

**Tents and Umbrellas:** Vendor's tents and umbrellas must be weighed down immediately after set-up. Immediately following set-up of tables, the table skirts must be installed.

**Vendors Who Need Electricity:** Vendors who need electricity may make a request to The Market Company representative for access to an approved electrical outlet. Vendors must provide heavy-duty grounded cords and a heavy-duty grounded connector. Cords exposed on the sidewalk or street must be covered with plastic heavy-duty covers and duck-taped in place. Vendors who provide light can use up to 300 watts per 10'x10' booth. There is a \$4.00/day fee for electricity.

**Vendors Are Allowed A 10'x10' Space:** All tables must fit within the 10'x10' space.

**Vendor Behavior:** Vendors must dress appropriately with shirts on at all times. Alcoholic beverage consumption by vendors is not allowed. Please see Vendor Rules & Regulations.

**Vendor Clean-up:** Vendors are responsible for removal of all trash related to their stand. They are not to use public trash cans. They are to remove trash from the street. Vendors are advised to bring their own trash receptacle and broom.

**Vendor Rental Procedure:** An appointment must be made with The Market Company to review the guidelines. The Market Company application and agreement must be completed and signed. Upon acceptance vendor will be allowed to participate in the market.

**Signs/Pricing:** No handwritten signs are allowed. Products must be priced either individually, by basket/crate or on a posted sign. Signs will be on white background only. The Market Company can recommend a sign maker.

**State Sales Tax and Food Handling Permits:** Vendors must provide The Market Company with a copy of all such licenses when filing their application and must provide copies of the annual renewals. If a vendor does not follow the state guidelines for food handling, they must leave the market.

**Parking:** Following loading/unloading, vendor's vehicles must be removed from loading/unloading area.

**Agreement with Relevant Contractors/Associations:** The markets are designed as economic development for the area in which they are located. If there is a complaint from merchants about a particular vendor selling products that interfere with their business, The Market Company may ask a vendor to no longer participate in the event.

**Insurance:** The Market Company has general liability insurance in the amount of \$1,000,000 pursuant to permit requirements of each location. This insurance protects The Market Company and the specific municipality or corporation.

Vendors should carry their own general liability insurance which covers property damage, personal injury and product liability. Most farm/business policies cover activities at the market. Check with your insurance carrier.



Miami's Premier Special Events and Festival Company

**Addendum to the Market Company Vendor Guidelines**  
**Vendor Rules & Regulations**  
**Last Chance Agreement**

**In order to provide a safe, secure and pleasant environment, The Market Company requests your cooperation in complying with the following vendor rules and regulations:**

1. The use of profanity, loud, rude, disruptive or threatening behavior by any vendor or participant in the market is strictly prohibited.
2. Appropriate dress, including shirts and shoes or sandals, must be worn at all times.
3. No booth may be left unattended at anytime.
4. Smoking while staffing a booth is strictly prohibited.
5. The playing of loud radios that disturb the pleasant shopping experience is strictly prohibited.
6. Taking unauthorized photographs or videos of vendors or their property is strictly prohibited.
7. The display, selling or soliciting of anything pornographic in nature is strictly prohibited.
8. Possession/consumption of alcoholic beverages and/or illegal substances is strictly prohibited.
9. The carrying of weapon(s) of any kind, possession of any item defined as a weapon, whether illegal or not is strictly prohibited.

**I understand and accept the conditions set forth in the Market Company Vendor Guidelines and the Market Company Vendor Rules and Regulations and this Last Chance Agreement.**

**Signed: \_\_\_\_\_ Date: \_\_\_\_\_**

**Your cooperation in abiding by the Market Company Vendor Guidelines and Vendor Rules and Regulations and the Last Chance Agreement is appreciated. The Market Company or its designee, reserves the right to request that those who refuse to comply with the above conditions leave the market immediately.**

## IMPORTANT CONTACTS

### SALES TAX NUMBER

Miami Service Center  
(305) 470-5001  
8175 NW 12<sup>th</sup> Street, Suite 119 – Miami, FL 33126  
[www.myflorida.com/dor](http://www.myflorida.com/dor)

### PREPARED FOODS AND DRINKS LICENSE/

#### MOBILE VENDING PERMIT

Form DACS-14223  
Nelly Alvarez (305) 470-6900  
alvaren@doacs.state.fl.us  
[www.doacs.state.fl.us](http://www.doacs.state.fl.us)

### SEAFOOD RETAIL LICENSE

FL Fish and Wildlife Conservation  
(850) 487-3122  
[www.myfwc.com](http://www.myfwc.com)

vendor

### TABLE SKIRTING

Dade Towel Company  
(305) 751-1284 – contact Karen  
7000 NE 4<sup>th</sup> Ct. (at the West end of NE 70<sup>th</sup> St. off Biscayne Blvd.)

### DARK GREEN TABLE SKIRTS

WHITE TABLE CLOTHS (Can be purchased from The Market Company for \$10 each)

### TENTS 10' x 10'

Home Depot or The Market Company  
[www.quikshade.com](http://www.quikshade.com)  
[www.ezupdirect.com](http://www.ezupdirect.com)

### WHITE TENTS

### MARKET UMBRELLAS AND BASES

Home Depot or The Market Company  
[www.lovemypatio.com](http://www.lovemypatio.com)

### DARK GREEN

### 6FT FOLDING TABLES

Home Depot

### BANNER SIGNS

AAA Flag & Banner  
(305) 865-4718 – contact Neca  
1440 N. Bay Causeway (North Bay Village)

Approximate size 10' x 1'

## REMINDERS

Bring ample change to the market  
Bring drop cloths in case of rain  
Bring a broom & dustpan  
Vendors remove all of their trash,  
public facilities are not used

Stand-up and interact with clientele  
All products must be first quality  
Stands must be clean/orderly  
All food handling employees must  
be licensed  
Tents/umbrellas must be weighted  
Get to know your neighboring

trade off when bathroom breaks  
are needed

# MINUTES OF EVALUATION COMMITTEE MEETING

A committee of qualified City Staff selected to evaluate **RFQ#2009-10/58 OPERATION AND MANAGEMENT OF A FARMER'S MARKET/GREEN MARKET** responses met on **Tuesday, September 28, 2010 starting at 9:12 A.M.** in the Planning Department Conference Room, 1st floor of City Hall, 150 NE 2<sup>nd</sup> Avenue, Deerfield Beach, Florida.

The purpose of the meeting was to review proposals from the two firms who responded to the RFP. The committee openly discussed the proposals and then, considering what would be in the best interest of the CRA to meet its needs, ranked the two firms.

The evaluation committee members were Kris Mory, CRA Coordinator, Bob Harbin, Parks and Recreation Director and Colleen O'Dea, City of Parkland Farmer's Market Coordinator. The CRA Coordinator explained that it is the committee's intention to provide its ranking as a recommendation to the Deerfield Beach Community Redevelopment Agency Board at a public meeting on October 12<sup>th</sup>, 2010. The CRA would be asked to make its determination whether to authorize the CRA Director to commence negotiation of a contract for provision of the services needed.

The Committee ranked the respondents as follows:

<b>Committee Member</b>	<b>Deerfield Beach Historical Society</b>	<b>The Market Company</b>
Kris Mory	15	60
Colleen O'Dea	30	63
Bob Harbin	15	60
<b>TOTAL</b>	<b>60</b>	<b>183</b>

In addition to giving The Market Company the highest ranking, the Committee members made several recommendations for staff to consider when negotiating a contract with this company to ensure a successful event.

1. Determine what, if any, return on investment is received by the City.
2. Determine if \$10,000 fee is a one-time expense or recurring annually.
3. Determine if Market Company can relax its policy of uniform signage and table set ups to allow more individuality among vendors.

4. Determine what fee the Market Company is charging its vendors to ensure it is affordable for local vendors.
5. Determine what the terms of terminating the contract are with respect to vendor contacts and relationships.
6. Determine what arrangements The Market Company has made for parking for market attendees, since Sullivan Park onsite parking is limited.
7. Determine if The Market Company will be able to launch the Green Market by October 17 or if it needs to be delayed to ensure a more successful launch date.

The Committee unanimously agreed that The Market Company is the highest ranked proposer.

The Evaluation Committee Meeting was adjourned at 9:54 a.m.



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## City of Deerfield Beach

### MEMORANDUM

TO: Claire Tomlin, President – The Market Company

FROM: Kris Mory, CRA Coordinator

CC: Keven Klopp, CRA Director/Interim Assistant City Manager

DATE: 9/29/2010

SUBJECT: Farmer's Market Evaluation Committee Recommendations

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After the Farmer's Market Evaluation Committee meeting, I spoke with you about the recommendations made by the committee. The following is a summary of how we agreed to address the committee's recommendations.

1. **(In response to Committee Recommendation #1 regarding return on investment to the City)** In the first year of operation, The Market Company would keep all profits from the market. In the second and subsequent years, 10% of sales would go to the City.
2. **(In response to Committee Recommendation #2 regarding the management fee)** The \$10,000 fee is a one-time fee. You anticipate the market being self-funding in subsequent years.
3. **(In response to the Committee Recommendation #3 regarding The Market Company's strict sign and tent policy)** The Market Company will relax the uniform sign and tent policy to allow more individuality amongst vendors.
4. **(In response to the Committee Recommendation #4 regarding vendor participation fees)** The fee the vendors pay to participate varies based on the success of the market, with a minimum charge usually being \$50/day. In order to promote the market to vendors and get it off the ground, you will offer free space to vendors in the first few markets.
5. **(In response to the Committee Recommendation #5 regarding contract terms)** The CRA can terminate its contract with you with 30 days notice. You don't have a non-compete clause with your vendors, in case the City wants to staff the farmers market with existing vendors in future years. However, since you won't be charge a fee in subsequent years and sharing profits with the City, you hope to continue this relationship on a long term basis.



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## City of Deerfield Beach

6. **(In response to Committee Recommendation #6 regarding parking)** You are aware that there is inadequate on-site parking. You will work with CRA and City staff to devise a parking plan that may include uniformed crossing guards to escort market attendees across Hillsboro Boulevard from the Cove Shopping Center Parking Lot.
7. **(In response to Committee Recommendation #7 regarding market schedule)** In order to ensure a good market that is properly promoted with adequate vendors and fresh locally grown produce (which isn't available until mid-November), you recommend not starting the first market until +/- November 14<sup>th</sup> (this is consistent with the start dates of other successful markets). You will also need this time to line up the 20 vendors that you feel is a minimum number to have for a market.

As discussed, this item will be placed on the October 12, 2010 CRA Board Meeting Agenda for approval.

RESOLUTION NO. 2010/\_\_\_\_\_

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA,  
AUTHORIZING STAFF TO NEGOTIATE A CONTRACT WITH  
THE MARKET COMPANY TO MANAGE AND OPERATE A  
GREEN MARKET**

**WHEREAS**, the CRA wishes to attract additional shoppers to the CRA District,

**WHEREAS**, the CRA seeks to provide residents with healthy food options,

**WHEREAS**, the CRA has received permission from the City of Deerfield Beach to use Sullivan Park to hold Green Markets on Sundays from October 17, 2010 through May 1, 2011;

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

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

**Section 2.** The CRA hereby authorizes staff to negotiate a contract with The Market Company to manage and operate a green market in Sullivan Park.

**Section 3.** The CRA hereby directs staff to only use these services on an as-needed basis.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
PEGGY NOLAND, CHAIR

ATTEST:

\_\_\_\_\_  
ADA GRAHAM-JOHNSON, MMC, CITY CLERK

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**REQUESTED ACTION:**

Approval of a resolution awarding Silsar LLC \$57,600 in grant funding from the Commercial Façade Improvement Program for façade improvements to 1997 NE 2<sup>nd</sup> Avenue (Antilla Plaza).

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**SUMMARY EXPLANATION/BACKGROUND:**

Antilla Plaza, located at 1997 NE 2<sup>nd</sup> Avenue, fell into bankruptcy while under construction in 2005. In March of this year, the property was purchased by Silsar LLC, whose address is 780 NW 42<sup>nd</sup> Avenue, Miami, Florida 33126. Mr. George Cesar, President of Silsar LLC, is the applicant requesting funding from the Deerfield Beach CRA Commercial Façade Program. The property has been vacant, unmaintained and surrounded by a chain link fence for the past five years. The uncompleted structure has suffered water damage, the 2005 building permit was expired and the building has been a general eyesore in a very visible location within the redevelopment area.

Eligible façade improvement activities that are proposed for the building include removal of existing water damaged stucco and replacement with new stucco that meets code, landscaping, exterior painting, installation of decorative pavers in pedestrian areas, railings along balconies, signage, awnings and overhangs, and exterior lighting. The façade improvements being proposed would cost the applicant approximately \$270,800. Façade program guidelines award funds on a per linear foot basis (\$200 per linear foot on the first floor and \$150 per linear foot on the second floor). Based on its linear footage, this building is eligible for \$57,600 in funding from the program. Since the applicant's total budget far exceeds the 50/50 match requirement of the program, it is eligible for the entire \$57,600.

Upon completion this mixed-use building will house three residential condominium units on the second floor and 4,200 square feet of retail uses on the first floor. The applicant is currently in the process of securing tenants. A building permit for the shell improvements was issued on 10/7/2010 and the project is ready to proceed immediately with a scheduled completion of no later than January 1, 2011.

Commercial façade program funds are awarded to applicants on a reimbursement basis. Improvements must receive final building inspections and release of liens to qualify for reimbursement. Funding for this request is included in the FY11 CRA budget line item for Commercial Façade Improvements Program.

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**ATTACHMENTS:**

**Grant Application and backup materials  
Resolution**

DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMERCIAL FAÇADE PROGRAM

APPLICATION  
(PLEASE TYPE OR PRINT)

Applicant's Name: SILCAR LLC / GEORGE CESAR  
Phone: 754-204-1789  
Mailing Address: 7322 VISTALMAR ST  
CORAL GABLES 33143  
Property Address: 1997 NE 2ND STREET  
DEERFIELD BCH  
Business Name: ANTILLA PLAZA II

Description of Planned Improvements (You may attach additional typed/printed sheets if needed):

NEW FRONT & SIDE OVERHANGS, NEW PAINT,  
LANDSCAPING, EXTERIOR LIGHTING, PAVERS  
RAILINGS, STUCCO REFINISH

*(Please see next page for additional site documentation required)*

Total Cost of Project: \$ 273,005  
CRA Funds Requested: \$ 57,600

## ADDITIONAL SITE DOCUMENTATION REQUIRED

### Please attach the following:

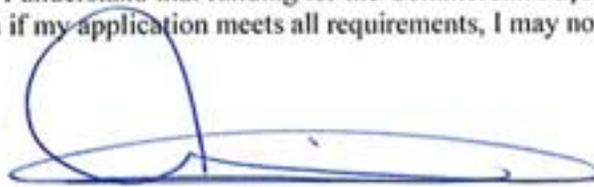
- All detailed exterior building elevations, height and scale element.
- Color sample specifying exterior surface treatment.
- Landscape plan (if applicable)—Show location, type and size of planting.
- Color photographs of subject site features and adjacent properties and buildings.

### For signage, attach the following:

- Dimensions, lettering style and sizes, materials and mounting details.
- Color samples and colors noted on drawings
- Lighting details including type, intensity and mounting specifications
- Building elevations for all wall signs—illustrating dimensioned location of sign.
- Survey showing location of free-standing sign. Landscape drawings must also be provided indicating size, type and location of material for all free-standing signs.
- Photos of signs on abutting and subject properties.

**Please Read:** By signing below, I acknowledge that I have read and understand the instructions associated with this program. I understand that if I fail to abide by the instructions, my application may be disqualified. I further acknowledge that I understand that funding for the Commercial Façade Program is limited. As such, there is a risk that even if my application meets all requirements, I may not be approved for funding in this fiscal year.

Signature & Date

 10/5/2010

**END OF APPLICATION**

## CHECKLIST

**Before you submit the application, verify that you have attached/completed each of the following. Incomplete applications will not be considered for funding.**

- Copy of Deed/Proof of Ownership
- Estimates/quotes/bids for all costs associated with the project from a licensed architect, engineer or contractor ("Sweat equity" hours will not be credited).
- Complete, written description of all rehabilitation work planned (typed or printed).
- Additional site documentation requested in application.
- Evidence (such as a letter from your banker) of available private funds to pay for the rehabilitation. The Commercial Façade Program is a reimbursement program in which funds are paid to owners after receipts have been given to the city showing that all contractors and subcontractors have been paid in full.
- Proof of insurance coverage (Please ask your insurance agent for the Accord Form).
- Signature and date on application.

### REMEMBER:

**Do not begin any improvements prior to CRA Board Approval and building permit issuance.**

# Camelot Construction Management Inc.

14391 62<sup>nd</sup> Court North, Loxahatchee FL33470  
561-516-9177 Office Fax 561-623-8656

Date: October 5, 2010  
To: Keven R. Klopp Director  
City of Deerfield Beach  
Community Redevelopment Agency

## Commercial Façade Funding Program

### Scope of Work

1. Permits	\$2,200.00
2. Stucco	\$ 42,500.00
Due to water intrusion the existing stucco finish has to be replaced in most area's along with area's that the stucco finish is too thin and is not to code. Minimum thickness is 5/8" inch.	
3. Landscaping	\$27,000.00
This is landscaping for the South and East elevation which is visible from the right of way. A detailed landscape plan will be provided	
4. Exterior paint	\$ 28,350.00
5. Pavers	\$ 22,270.00
6. Railings	\$ 8,500.00
7. Signage	\$ 18,700.00
8. South and East Awnings/Overhangs	\$120,000.00
Awning's will be constructed to match the existing silver standing seam roof. These will be located over the two balconies on the second floor of the south side, over the balcony on the east side and over the glass storefront along both the south and east side. It will be build with exterior lighting built in and be closed on the bottom with stucco.	
9. Exterior lighting	\$3,485.00
10. Total	\$273,005.00

The time frame for the work will be 90 days in total. Our goal is to have all work completed by January 1, 2011

We would like to do a "partner project" with the 7-11 and find a way to relocate the two dumpsters in front of the 7-11

Silsar LLC and Camelot Construction with your help would like to turn this problem property into a valued asset of the community.

CFN # 100264101, CR BK 47007 Page 510, Page 1 of 3, Recorded 04/12/2010 at 10:36 AM, Broward County Commission, Doc. D \$9450.00 Deputy Clerk 3405

This instrument created by  
 And return to  
 Harold L. Lewis, Esq.  
 Falman Lewis, LLP  
 One Biscayne Tower, Suite 2400  
 2 South Biscayne Boulevard  
 Miami, Florida 33121

Parcel Identification Nos 48-43-06 ED 0010-0020-0030-0040-0050-0060-0070

**SPECIAL WARRANTY DEED**

This Special Warranty Deed is made and entered into this 30th day of March 2010, by AP REPH LLC, a Florida limited liability company, whose address is 780 NW 42nd Avenue, Suite 300, Miami, Florida 33126, as Grantor, and, SILSAR, L.L.C., a Florida limited liability company, whose address is 7322 Vistalmar Street, Coral Gables, Florida 33143, as Grantee. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their heirs, legal representatives and assigns.

WITNESSETH  
**THIS IS NOT AN OFFICIAL COPY**

GRANTOR, for and in consideration of Ten and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee, the following described land, trust(s) and being in Miami-Dade County, Florida (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

THIS CONVEYANCE is subject to the following:

1. Taxes and assessments for 2010 and all subsequent years;
2. Zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority;
3. Conditions, restrictions, reservations, limitations, easements, agreements and other matters of record, if any, but this reference shall not operate to reimpose same;
4. Restrictions, conditions, covenants, liens, terms and limitations set forth in the Declaration of Condominium, of ANTILLA PLAZA II CONDOMINIUM, recorded on July 19, 2008, in Official Records Book 42421, Page 1477, and Amendment recorded October 6, 2006 in Official Records Book 42895, Page 1893, Public Records of Broward County, Florida.

*[Handwritten signature]* 3

GRANTOR hereby specially warrants the title to the property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but none other.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

Witnessed by:

AP REPH LLC, a Florida limited liability company

By: REPH MANAGEMENT INC., a Florida corporation, its Manager

*[Signature]*  
Print Name: *[Illegible]*

*[Signature]*  
By: \_\_\_\_\_

Carlos Sandino  
As: Vice President

*[Signature]*  
Print Name: *[Illegible]*

THIS IS NOT AN OFFICIAL COPY

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2010, by Pedro J. Max, as Vice President of REPH MANAGEMENT INC., a Florida corporation, as Manager of AP REPH LLC, a Florida limited liability company, on behalf of said limited liability company. He is personally known to me or has produced a Florida Drivers License as identification and did not take an oath.

*[Signature]*  
Print Name: *[Illegible]*  
Notary Public State of Florida  
My Commission Expires:

cc:open bank/ceash bank - arilla para lictio/special warranty deed.  
Attachment  
Exhibit A -- Legal Description



CFN # 109264101, OR BK 47007 PG 520, Page 3 of 3

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot 34 less the West 25 feet thereof, and all of Lot 35, in Block 11, OCEAN VUE, according to the Plat thereof, as recorded in Plat Book 3, Page 34, of the Public Records of Broward County, Florida;

AKA

Units 101, 102, 103, 104, 201, 202 and 203, of ANTILLA PLAZA II CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof recorded on July 19, 2000, in Official Records Book 42421, Page 1477, and Amendment recorded October 6, 2000 in Official Records Book 42895, Page 1893, of the Public Records of Broward County, Florida; together with an undivided interest in the common elements appurtenant thereto.

THIS IS NOT AN  
OFFICIAL COPY

Zurich North America Small Business  
**Builders Risk and Installation**  
**Quote Proposal**  
Premium Summary



**Prepared For** Silsar LLC  
7322 Vistalmar St  
Coral Gables, FL 33143

**Presented By** R. A. BRANDON & COMPANY, INC.  
PO BOX 140847  
CORAL GABLES, FL 33114-0847  
305-442-2340

**Proposed Policy Period** From 04/20/2010 To 10/20/2010  
(12:01 a.m. Standard Time at your address as stated herein)

**Coverage and premium information**

This is intended only as a brief outline and does not alter any of the coverages, conditions, exclusions or provisions contained in the policy.

Type of coverage	Total premium (all locations)
Builders Risk	\$2,085.75
<u>Total Proposed Policy Premium*</u>	<u>\$2,085.75</u>

- Structures (Excluding Remodelers Policies) \$1 Million or more in total completed value in the second year of coverage can be cancelled pro-rata subject to the minimum premium applicable.

See attached Disclosure of Terrorism Premium.

Silsar LLC  
4/9/2010  
ZNASB

New Business

Proposed Policy Effective 04/20/2010  
Zurich North America Small Business

This is a proposal for insurance. It is not an insurance policy. Only the policy itself provides coverage. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The client and their agent should discuss any additional or optional coverages needed. Coverage descriptions are abbreviated and do not indicate in force coverage. This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.

# Zurich North America Small Business Builders Risk and Installation Quote Proposal



## Customer and agent information

**Named insured:** Silsar LLC  
**Agent name:** R. A. BRANDON & COMPANY, INC.

## Customer location information

<b>Location Number:</b> N/A	<b>Location address:</b>
<b>Building Number:</b> N/A	1997 SR A1A
<b>Protection Class:</b> 4	Deerfield, FL 33442

**Insured interest:** Owner  
**Construction:** Joisted Masonry  
**# of Stories:** 2  
**Primary occupancy:** Retail

**Mortgagees:**

**Loss Payees:**

Silsar LLC  
4/9/2010  
ZNASB

New Business

Proposed Policy Effective 04/20/2010  
Zurich North America Small Business

This is a proposal for insurance. It is not an insurance policy. Only the policy itself provides coverage. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The client and their agent should discuss any additional or optional coverages needed. Coverage descriptions are abbreviated and do not indicate in force coverage. This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.

# Zurich North America Small Business Builders Risk and Installation Quote Proposal



## Customer and agent information

**Named insured:** Silsar LLC

**Agent name:** R. A. BRANDON & COMPANY, INC.

The following summarizes the proposal for your insurance. This is not a contract. The terms of the policy forms will control the insurance contract without regard to any statement made below.

Primary Builders Risk Coverages	Deductible	Proposed Total Limits
Amount of renovation/improvements	\$1,500	\$200,000
Property while in Transit	\$1,500	\$25,000
Property at temporary location	\$1,500	\$10,000
For all covered property	\$1,500	\$750,000

Coverage Extensions	Deductible	Proposed Total Limits
Existing Structure Coverage	\$1,500	\$550,000

Special Conditions	Deductible	Proposed Total Limits
Windstorm		Excluded

Silsar LLC  
4/9/2010  
ZNASB

New Business

Proposed Policy Effective 04/20/2010  
Zurich North America Small Business

This is a proposal for insurance. It is not an insurance policy. Only the policy itself provides coverage. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The client and their agent should discuss any additional or optional coverages needed. Coverage descriptions are abbreviated and do not indicate in force coverage. This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.

Prepared by:

Michael A. Correa, Esq.  
8181 N.W. 36 St., Ste. 27 C  
Miami, FL 33166  
Fla. Bar No. 198455  
Tel. No. (305) 470-9335

*ARTICLES OF ORGANIZATION OF  
SILSAR, L.L.C.*

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, hereby make, acknowledge, and file the following Articles of Organization.

ARTICLE I - NAME

The name of the limited liability company shall be SILSAR, L.L.C., hereafter referred to as "company".

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the company is 3391 S.W. 192 Avenue, Miramar, FL 33029.

ARTICLE III - DURATION

The company shall commence its existence on the date these articles of organization are filed with the Florida Department of State. The company's existence shall be perpetual, unless the company is dissolved earlier, as provided in these articles of organization or in the operating agreement.

ARTICLE IV - REGISTERED OFFICE AND AGENT

The name and street address of the registered agent of the company in the State of Florida are: GEORGE F. CESAR, 3391 S.W. 192 Avenue, Miramar, FL 33029.

ARTICLE V - CONTRIBUTIONS

The contributions of the members may be in cash, property, services rendered, or a promissory note or other obligation to contribute cash or property or to perform services, as set forth in the operating agreement.

ARTICLE VI - ADDITIONAL CAPITAL CONTRIBUTIONS

Each member shall make additional capital contributions to the company only upon the unanimous consent of all the members, or as provided in the operating agreement.

ARTICLE VII - ADMISSION OF NEW MEMBERS

Except as set forth in the operating agreement, no additional members shall be admitted to the company, except with the unanimous written consent of the members and on such terms and conditions as shall be determined by the then existing members. A member may transfer his or her interest in the company as

provided in the operating agreement of the company, but the transferee shall have no right to participate in the management of the business and affairs of the company or become a member, unless all of the members of the company, excluding the member proposing to dispose of his or her interest, approve of the proposed transfer by written consent.

ARTICLE VIII - MEMBER'S RIGHT TO CONTINUE BUSINESS

The company shall be dissolved on the death, bankruptcy, or dissolution of a member or manager, or on the occurrence of any other event that terminates the continued membership of a member in the company, unless the business of the company is continued by a majority vote of the remaining members.

ARTICLE IX - MANAGEMENT

The company shall be managed by one or more managers, in accordance with the operating agreement adopted by the members for the management of the business and affairs of the company. The operating agreement may contain any provisions for the regulation and management of the affairs of the company not inconsistent with law or these articles of organization. The names and addresses of the initial managers of the company are:

GEORGE F. CESAR  
3391 S.W. 192 Avenue  
Miramar, FL 33029

and

SONIA DA CORTE  
3391 S.W. 192 Avenue  
Miramar, FL 33029

ARTICLE X - INITIAL MEMBERS

The names and addresses of the initial members of the company are:

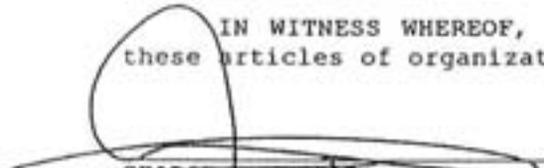
GEORGE F. CESAR  
3391 S.W. 192 Avenue  
Miramar, FL 33029

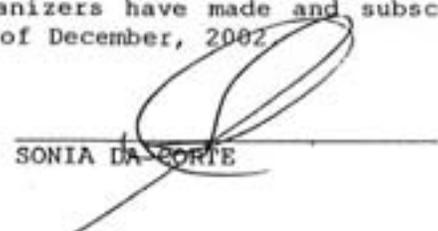
and

SONIA DA CORTE  
3391 S.W. 192 Avenue  
Miramar, FL 33029

In accordance with Sec. 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, the undersigned organizers have made and subscribed these articles of organization on the 12 day of December, 2002

  
GEORGE F. CESAR

  
SONIA DA CORTE

# OCEAN BANK

BEATRIZ RODRIGUEZ VASQUEZ  
Assistant Vice President

October 5, 2010

City Of Deerfield Beach, Florida

Re: Silsar, LLC  
George Ferreira Cesar,

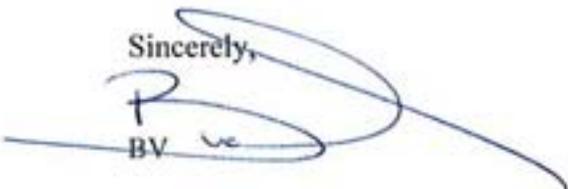
Dear Sir or Madam:

At the request of our client, Silsar LLC, we are pleased to inform you that they have established depository relationship with our institution since January 6, 2003. As of today, said account is reflecting a current balance in the Moderate Six Figures proportions. Said relationship has been handled in a very satisfactory manner.

Any courtesies extended to Mr. George Ferreira Cesar would be appreciated.

If you need further information, please do not hesitate to contact the undersigned at 305-569-8029.

Sincerely,

  
BV

This information is provided in restrict confidence, and as a courtesy, and without any liability to ocean bank, its directors, officers, employees, or agents. This is strictly confidential response to a written request and any standing of any person, firm, or corporation, is given as a record of fact for which no responsibility, in any way, is to attach to this bank or any of its directors, officers, employees, or agents.

## OPERATING AGREEMENT OF SILSAR, L.L.C.

This operating agreement ("agreement") is entered into by and between GEORGE F. CESAR and SONIA DA CORTE, jointly sometimes referred to below as the "initial members".

### RECITALS

The initial members desire to form and formulate a limited liability company ("company") under laws of the State of Florida.

The initial members have executed the articles of organization, attached to and made part of this agreement.

The initial members desire to activate the company by executing the following agreement. Therefore, the following agreement shall be in full force and effect until amended according to the unanimous agreement of the members of the company:

### SECTION 1

#### Section 1.1. *Name.*

The name of the company shall be SILSAR, L.L.C..

#### Section 1.2. *Duration.*

The company's duration shall be perpetual.

#### Section 1.3. *Registered Office.*

The Registered Office of the company shall be 3391 S.W. 192 Avenue, Miramar, FL 33029.

#### Section 1.4. *Mailing Address.*

The mailing address of the company shall be 3391 S.W. 192 Avenue, Miramar, FL 33029.

#### Section 1.5. *Purpose.*

The primary purpose for which the company is organized is to purchase real estate in the State of Florida and to develop same, for the purpose of thereafter selling, exchanging, renting or otherwise negotiate in all nature of real estate transactions, with the main sources of income being the profits on the sale and rental of such properties, with ancillary income derived from sources of related types of businesses. Without being limited by the above, the company may transact all lawful business for which limited liability companies may be organized under Florida law.

#### Section 1.6. *Powers.*

The powers, duties and obligations of the company shall include, without limitation, all of the powers, duties and obligations allowed a limited liability company pursuant to Florida law.

### SECTION 2

Section 2.1. Managers.

a. The company's everyday business and affairs shall be vested in two managers ("the managers").

b. The names and addresses of the managers of the company shall be:

GEORGE F. CESAR  
3391 S.W. 192 Avenue  
Miramar, FL 33029

and

SONIA DA CORTE  
3391 S.W. 192 Avenue  
Miramar, FL 33029

Managers shall serve until their successors are elected and qualified, or until they are otherwise discharged, pursuant to this agreement. Managers may be discharged, for any reason, on a majority vote of the voting members.

c. The number of managers shall be initially two, as determined hereafter from time to time by the members of the company.

d. Newly created managerial positions resulting from any increase in the authorized number of managers may be filled by a vote of a majority of the voting interest of the members, then existing or by a sole remaining member; and the managers so chosen shall hold office until the next annual election and until their successor has been duly elected and qualified, unless sooner discharged, pursuant to the terms of this agreement. If there are no managers in office, then an election of managers shall be held by a special meeting of the members.

e. The ordinary, everyday business of the company, as it relates to the purchase of real property, construction operations, maintenance of the property owned by the company, shall be managed by its managers, who may exercise all powers necessary to carry on the ordinary, everyday business of the company and do all lawful acts and things, relating to it, as are directed by this agreement and the articles of organization. Any expenditure related to other business ventures shall be first approved by a majority vote of the voting interests of the members.

f. A manager of the company who is either present at a meeting of the managers at which action on any company matter is taken, or who is absent but has notice of the action, shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to the action with all other managers of the company before the adjournment of the meeting, or shall forward the dissent by certified mail to all other managers of the company immediately after the adjournment of the meeting or within 3 days after notification of the action. The objection shall be deemed made when mailed by certified mail. The right to dissent shall not apply to a manager who voted in favor of the action.

g. Regular meetings of the managers may be held, with notice to all managers, at a time and place as shall from time to time be determined by a

majority in number of the managers.

h. Special meetings of the managers may be called by any manager with three days' notice to each manager, either personally, by mail or by facsimile.

i. At all regular and special meetings of the managers, a majority of the managers shall constitute a quorum for the transaction of business. The act of a majority of the managers present at any meeting at which there is a quorum shall be the act of all the managers, except as may be otherwise specifically provided. If a quorum shall not be present at any meeting of the managers, the managers present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

j. Unless otherwise restricted by the articles of organization or this agreement, any action required or permitted to be taken at any meeting of the managers may be taken without a meeting, if all managers or members of the committee, as the case may be, consent to it in writing.

k. Managers may participate in a meeting by means of a telephone conference call or similar communications equipment which enables all participants in the meeting to hear each other, and participation in the meeting pursuant to this subsection shall constitute presence in person at the meeting.

l. When called for by a vote of the members, the managers shall present at any annual meeting or at any special meeting of the members, a full and clear statement of the business and condition of the company.

m. No loan shall be contracted on behalf of the company and no evidence of indebtedness shall be issued in its name unless authorized by the unanimous resolution of all the managers, or pursuant to a general or special meeting of the managers, as provided in this agreement. The authority may be general or confined to specific instances.

n. Any manager or agent authorized by a manager may enter into any contract or execute and deliver any instrument on behalf of the company, consistent with the terms of this agreement. This authority may be general or confined to specific instances.

o. No contract or transaction between the company and one or more of its managers or members, or between the company and any other company, partnership, association, corporation, or other organization in which one or more of its managers or members are managers, shareholders or officers, or have a financial interest, shall be void or voidable solely for this reason or solely because the manager or member is present at or participates in the meeting of the board which authorizes the contract or transaction, or solely because their votes are counted for that purpose, if:

(i) The material facts regarding his relationship or interest and regarding the contract or transaction are disclosed or are known to any disinterested managers and members authorize the contract or transaction by the affirmative votes of a majority, even though they are less than a quorum; or

(ii) The material facts regarding his relationship or interest, and

regarding the contract or transaction, are disclosed or are known to the members entitled to vote on it, and the contract or transaction is specifically approved in good faith by vote of the members.

#### Section 2.2. *Responsibility/Functions.*

a. Management functions and responsibility shall include the following:

(i) What accounts payable are to be paid.

(ii) Whether or not the company should borrow and under what terms and conditions (not inconsistent with the terms of this agreement).

(iii) Borrowing money and giving security for it (not inconsistent with the terms of this agreement).

(iv) Determining requirements for the number and type of salaried staff and their hiring and firing (other than managers and members of the manager's families, which requires a determination by a majority vote of the voting interests of the members).

(v) What salary and fringe benefits to pay salaried staff (other than managers and members of the manager's families, which requires a determination by a majority vote of the voting interests of the members).

(vi) Maintenance of the books.

(vii) Preparation and filing of the tax returns.

(viii) Depositing and withdrawing company funds (not inconsistent with the terms of this agreement).

(ix) Determining what sales effort will be conducted and how it will be conducted.

(x) Advertising.

(xi) Determining hours of operation and otherwise conducting the everyday business and affairs of the company.

(xii) Purchasing, constructing or leasing any and all equipment (not inconsistent with the terms of this agreement).

b. All management functions shall be held jointly by all of the managers and they may do any other things, not inconsistent with this agreement, as they may deem necessary, to successfully establish, operate and manage the ordinary, everyday affairs of the company.

c. The determination of when to temporarily replace any manager who is temporarily disabled or otherwise temporarily unwilling or unable to serve, shall be made by the unanimous decision of all other managers; or if none, by a two-thirds vote of the voting interests of the members. The manager's temporary replacement shall be selected as otherwise provided for in this agreement.

#### Section 2.3. *Election of Managers.*

At the first annual meeting of the members and at each annual meeting of members after that, the members shall elect managers to hold office. Each manager shall hold office for the term for which he is elected and until his successor has been elected and qualified, or until the manager is otherwise discharged, as set out in this agreement.

#### Section 2.4 Vacancies.

Any vacancies occurring in the group of managers shall be filled by a majority vote of the voting interests of the members. The manager chosen to fill the vacancy shall serve the unexpired term of his predecessor in office. Notwithstanding the above, all managers or any lesser number may be removed in the manner previously provided for in this agreement.

#### Section 2.5 Salary.

a. The company shall employ GEORGE F. CESAR as a Manager of the company for a period of not less than one year (unless discharged earlier in accordance with the terms of this agreement) and shall pay him a reasonable sum for his services. The amount shall be paid in periodic installments and amounts as may be determined from time to time by the members.

b. The company shall employ SONIA DA CORTE as a Manager of the company for a period of not less than one year (unless discharged earlier in accordance with the terms of this agreement) and shall pay her a reasonable sum for her services. The amount shall be paid in periodic installments and amounts as may be determined from time to time by the members.

c. Except as provided above, no other member shall be entitled to receive any salary from the company, nor shall any member receive a drawing account from the company.

#### Section 2.6 Indemnification of Managers.

a. The company shall indemnify against liability incurred, in any proceeding, by an individual made a party to the proceeding because he is or was a manager if:

(i) He conducted himself in good faith; and

(ii) He reasonably believed, in the case of conduct in his official capacity, that his conduct was in the company's best interests and was not contrary to the grant of powers specified in this agreement in any material aspect; and

(iii) In the case of any criminal proceeding, he acted in good faith and had no reasonable cause to believe that his conduct was unlawful.

b. The company shall indemnify a manager who is wholly successful, on the merits or otherwise, in defense of any proceeding in which He was a party, against reasonable expenses incurred by him in connection with the proceeding, unless his conduct was in violation of Section 2.6a, above.

c. A manager who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of

competent jurisdiction.

d. The company shall pay for or reimburse the reasonable expenses incurred by a manager who is a party to a proceeding in advance of the final disposition of the proceeding if:

(i) the manager furnishes the company with a written affirmation of his good-faith belief that he has met the standard of conduct required; and

(ii) he furnishes the company with a written undertaking, executed personally or on his behalf, to repay the advance if it is determined that he did not meet the standard of conduct; and

(iii) a determination is made by the company that the facts then known to those making the determination would not preclude indemnification.

### Section 3.1 Initial Contributions of Members.

Within \_\_\_\_\_ days after the execution of this agreement by all parties to it (the "effective date"), each of the initial members shall deposit \$ \_\_\_\_\_ into the company's account, which shall represent his first contribution.

### Section 3.2 Voting Interests of Initial Members.

a. Except as otherwise specifically provided for in this agreement, each initial member shall have a voting interest in matters affecting the company (the "voting interest") and an interest in the assets, gains, income, profits, and losses and deductions of the company (inclusive of all distributions on liquidation) ("members share") in the following proportions and percentages:

Member's Name	Voting Interest/ Member's Share
GEORGE F. CESAR	50%
SONIA DA CORTE	<u>50%</u>
<u>Total</u>	<u>100%</u>

b. The member's share, and voting interest, set forth above, for each member, shall remain constant, unless amended or modified in a writing signed by each member. Any payments made by a member to the company, in addition to those specifically set forth in this agreement as a contribution, shall be deemed a loan by the member to the company, unless agreed to be otherwise by all members in writing.

### 3.3 Distributions.

a. At the end of the first year of existence of the company, and each one year anniversary date thereafter, the company may declare a distribution, to be paid to each member, consistent with that member's member share, as set out in this agreement.

b. No minimum distribution shall be made if it shall: (i) result in a reduction of the capital account for any member; (ii) render the company insolvent under either federal or state insolvency laws, or; (iii) result in the company being unable to meet its debts and obligations as they become due.

#### Section 3.4. *Withdrawal*

a. No member may resign, dissolve or otherwise voluntarily withdraw from the company unless: (i) the resignation, dissolution or withdrawal has been approved in writing by all of the other members, or; (ii) the member has, together with a notice of intent to withdraw, given to and received by each non-withdrawing member 3 months in advance, specified his agreement to accept as full payment for his interest in the company, payment as provided in Section 3.4b. Unless the members (other than the withdrawing member) unanimously agree to continue the business of the company and pay the withdrawing member pursuant to Section 3.4c, notice of which is to be made within 30 days of the issuance by the withdrawing member of his notice of intent to withdraw, the member shall be permitted to withdraw and the company shall be dissolved.

b. In the event of a withdrawal, or in the event of the filing of a petition of bankruptcy or an insolvency pursuant to state or federal laws, and an election of remaining members pursuant to it to continue the business of the company, the withdrawing member shall receive as full payment for his interest in the company, his member's share multiplied by the book value of the company. Book value is based on the value of assets less liabilities as reflected on the books of the company and shall not include any provision for good will. On the remaining member's voting to continue the business of the company, the withdrawing member shall execute and deliver any documents as may be required to effectuate a transfer and assignment of the member's interest in the company and simultaneously, the withdrawing member shall receive payment equal to 50% percent of the Purchase Price of his interest, with the balance to be paid in equal installments in 60 months from the date of the transfer. Each payment shall bear interest at the rate of 10% percent per year.

c. Pursuant to this Section, any payments to withdrawing members shall be solely in the form of cash returns.

#### Section 3.5. *Meetings of Members.*

a. Meetings of members may be held at a place, either in or out of the State of Florida, as may be stated in or fixed in accordance with this agreement. If no other place is stated or so fixed, all meetings shall be held at the registered office of the company.

b. An annual meeting of the members shall be held at a time as may be stated or fixed in accordance with this agreement.

c. Special meetings of the members may be called by any member or manager.

d. Whenever the vote of the members is required or permitted to be taken for in connection with any company action, the meeting and vote of members may be dispensed with if all of the members who would have been entitled to vote on the action, if the meeting were held, consent in writing

to the action taken by the company.

e. Members may have any meetings provided for in this agreement, via telephone conference call or similar communications equipment, as provided for in Section 2.1k.

#### Section 3.6. Notice.

a. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting is called, shall be delivered not less than 3 days nor more than 10 days before the date of the meeting, either personally or by mail, by or at the direction of any manager or calling the meeting, to each member of record entitled to vote at the meeting.

b. Notice to members, if mailed, shall be deemed delivered when deposited in the United States mail, addressed to the member, with postage prepaid. If 2 successive letters mailed to the last known address of any member are returned as undeliverable, no further notices to the member shall be necessary, until another address for the member is made known to the company.

c. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place of it is announced at the meeting which the adjournment is taken. At the adjourned meeting, the company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 10 days, a notice of the adjourned meeting shall be given to each member entitled to vote at the meeting.

d. A waiver in writing, signed by the person entitled to such notice, whether before, at, or after the time stated in it, shall be equivalent to the giving notice. This applies when any notice is required to be given to any member of a company under the provisions of this agreement or under the provisions of the article of organization.

e. By attending a meeting, a member: (i) waives objection to lack of notice or defective notice of the meeting unless the member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; (ii) waives objection to consideration at the meeting of a particular matter not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

#### Section 3.7. Voting.

a. Any member may vote in person or by proxy.

b. A majority of the members entitled to vote shall constitute a quorum of the members. If a quorum is present, the affirmative vote of the majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members. If a quorum is not represented at any meeting of the members, the meeting may be adjourned for a period not to exceed 10 days at any one adjournment.

### SECTION 4

Section 4.1. *Action by Members Without a Meeting.*

a. Action required or permitted by this agreement to be taken at a members' meeting may be taken without a meeting if the action is evidenced by written consent describing the action taken, and signed by each member entitled to vote. Action taken under this subsection is effective when all members entitled to vote have signed the consent, unless the consent specifies a different effective date.

b. Written consent of the members entitled to vote has the same force and effect as a unanimous vote of the members and may be stated in any document.

Section 4.2. *Dissolution.*

a. The company shall be dissolved on the occurrence of any of the following events: (i) when the period fixed for the duration of the company expires; (ii) by the unanimous written agreement of all members; (iii) on the death, retirement, notice of resignation, notice of intent to withdraw [after the three-month time period for providing a notice of intent to withdrawal as provided above], expulsion, bankruptcy or dissolution of a member; or (iv) the occurrence of any other event which terminates the membership of a member in the company. However, there shall be no dissolution if the business of the company is continued by the consent of all the remaining member(s) under a right to do so stated in the articles or organization of the company, within 30 days after the occurrence of either (iii) or (iv), above.

b. Payments made to any member shall be in the amount of, and in accordance with Section 4.2d, on the death of a member should the remaining member's unanimous vote to continue the business of the company. In the event of a liquidation, distribution of all assets and liabilities and the proceeds of it shall be in accordance with the member's share and in the manner provided in Section 4.2e.

c. As soon as possible following the occurrence of any of the events specified in this section, effecting the dissolution of the company, the company shall execute a statement of intent to dissolve in the form as shall be prescribed by the Secretary of State. The statement of intent to dissolve may be executed by any manager of the company.

d. In the event of a death of a member and if the remaining member(s) unanimously agree, within 30 days after death, to continue the business of the company, payment to the deceased member's legal representative shall be based on the fair market value of the member's interest, as determined by appraisals. The company and the deceased member's legal representative, shall each select an appraiser qualified and experienced in evaluating similar businesses and properties, to determine the fair market value of the deceased member's interest. If they are unable to agree within 90 days as to the value, they shall select a third, whose decision shall be binding. Payment shall be made in full within 90 days after that, at which time the interest of the deceased member and his heirs and legal representative shall terminate.

e. If the company is dissolved, the remaining members shall wind up its affairs. On the winding up of the company, the assets of the company shall be distributed as follows: first, to creditors, including members and managers who are creditors, to the extent otherwise permitted by law, in satisfaction

of liabilities of the company, other than liabilities for which reasonable provision has been made and liabilities of the type referred to in the next two paragraphs; second, to members for unpaid distributions to which they have become entitled prior to dissolution; and third, to members, in proportion to their respective interests.

#### Section 4.3. *Amendment.*

This agreement may be altered or amended by the affirmative vote of all of the members, at any regular meeting of the members or at any special meeting of the members, if notice of the proposed amendment is contained in the notice of the special meeting.

### SECTION 5

#### Section 5.1. *Agreement Binding.*

This agreement shall be binding on the parties and their heirs, executors, administrators, successors or assigns; and the parties agree for themselves and their heirs, executors, administrators, successors or assigns, to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this agreement.

#### Section 5.2. *Banking.*

The company shall maintain one or more bank accounts in the company's name in a national or state bank in the State of Florida, as may be determined and authorized by the Managers. Checks and drafts shall be drawn on the company's bank account for company purposes only and shall be signed by any one of the managers.

#### Section 5.3. *Titles and Subtitles.*

Titles of the paragraphs and subparagraphs are placed in this agreement for convenient reference only and shall not, have the effect of modifying, amending or changing the express terms and provisions of this agreement.

#### Section 5.4. *Rules of Construction.*

As used in this agreement, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The term "manager", as used herein, shall include "managing member", if the manager is also a member of the company.

#### Section 5.5. *Execution in Counterparts.*

This company agreement may be executed in any number of counterparts, each of which shall be taken to be an original.

#### Section 5.6. *Severability.*

In the event any portions of this agreement are found to be void, the remaining provisions of this agreement shall nevertheless be binding, with the same effect as though the void parts had been deleted.

#### Section 5.7. *Effective Date.*

This agreement shall be effective only on execution by all of the proposed members.

Section 5.8. Assignability.

A member may only assign his interest in the company, in whole or in part, with the unanimous consent of all non-assigning member(s), except for an assignment to a spouse or child of the members

Section 5.9. Execution.

This agreement may be executed by each of the members on a separate signature page.

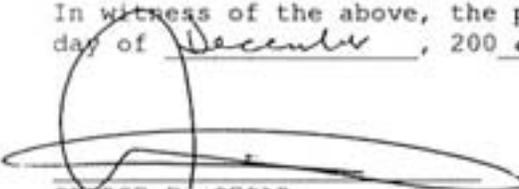
Section 5.10. Waiver.

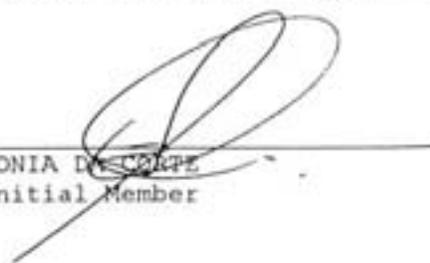
No waiver of any provisions of this agreement shall be valid unless in writing and signed by the person or party against whom such waiver is charged.

Section 5.11. Arbitration.

Any controversy or claim arising out of or relating to this agreement shall only be settled by arbitration in accordance with the rules of the American Arbitration Association, and shall be enforceable in any court having competent jurisdiction.

In witness of the above, the parties have executed this agreement on the 12 day of December, 2002.

  
GEORGE F. CESAR  
Initial Member

  
SONIA D. CORPE  
Initial Member



  
LANE  
AHEAD

ANOTHER QUALITY JOB BY  
**CERRITO**  
*Electric*  
Industrial • Commercial • Residential  
Royal Palm Beach • Wellington  
561.396.8892 • 561.798.0775  
CERRITOELECTRIC.COM

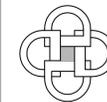
UNDESIGNED TO A CODE  
**WARNING**  
UNDESIGNED WILL BE PENALIZED



COMMERCIAL REAL ESTATE AND MORE  
**CFRATO**  
COMMERCIAL REAL ESTATE  
1000 1st Street, Suite 100  
Tampa, FL 33602  
813.255.1111







**THEODORE E. DAVIS**  
ARCHITECT AND ASSOCIATES, P.A.  
1851 West Indian Road Suite 101 Jupiter, Florida 33458  
Phone 561-744-7798 Fax 561-744-5775  
AR-4615 ACC 001630



# ANTILLA PLAZA II

1997 S.R. A1A  
DEERFIELD BEACH, FLORIDA

**ANTILLA PLAZA II**  
1997 S.R. A1A  
DEERFIELD BEACH, FLORIDA

**PROJECT DESCRIPTION:**

PROJECT CONSISTS OF THE COMPLETION OF THE GROUND LEVEL SHELL BUILDING AND THE SECOND LEVEL RESIDENTIAL UNITS IN EXISTING 2 STORY MIXED-USE CBS BUILDING. PROPOSED AREA: 9,284 SF.

**CONSTRUCTION TYPE:**

CONSTRUCTION TYPE: TWO STORY CBS BUILDING, TYPE V-B; BUILDING IS SPRINKLERED.  
ALLOWABLE AREA: 9,500 SF, PROPOSED AREA: 9,284 SF.

**PROJECT DATA:**

OCCUPANCY CLASSIFICATION:  
GROUND LEVEL: GROUP M (MERCHANTILE): 4,215 SF  
2ND LEVEL: GROUP R2 (RESIDENTIAL): 5,069 SF  
TOTAL BUILDING AREA: 9,284 SF

TENANT SEPERATION: 1 HOUR - GROUP M & R2  
OCCUPANCY SEPARATION: 1 HOUR  
SEPERATION REQUIRED BETWEEN GROUND LEVEL AND 2ND LEVEL PER 2007 FBC TABLE 508.3.3:  
ALL STRUCTURAL ELEMENTS: STEEL COLUMNS, I-BEAMS AND BEARING WALLS.

OCCUPANT LOAD:  
GROUND LEVEL OCCUPANT LOAD 1/30 GSF= 141 PERSONS  
2ND LEVEL OCCUPANT LOAD 1/100 GSF= 51 PERSONS

APPLICABLE BUILDING CODES:  
FLORIDA BUILDING CODE - 2007 W/ 2009 REVISIONS.  
NATIONAL FIRE PROTECTION AGENCY (NFPA) LIFE SAFETY CODE - 2007 EDITION.  
FLORIDA MECHANICAL CODE - 2007 EDITION W/ 2009 REVISIONS.  
FLORIDA PLUMBING CODE - 2007 EDITION W/ 2009 REVISIONS.  
FLORIDA FUEL / GAS CODE - 2007 EDITION W/ 2009 REVISIONS.  
NATIONAL ELECTRIC CODE - 2007 EDITION.  
FLORIDA BUILDING CODE CHAPTER 11 - 2007 EDITION W/ 2009 REVISIONS.

**CONTRACTOR NOTE:**

CONTRACTOR TO PROVIDE A MINIMUM OF (1) ONE COMPLETE SET OF "AS-BUILT" DRAWINGS TO THE BUILDING OWNER.

**DRAWING INDEX:**

- |                                      |                                       |
|--------------------------------------|---------------------------------------|
| A-1 COVERSHEET                       | E-1 GROUND LEVEL ELECTRICAL           |
| SP-1 SITE PLAN                       | E-2 SECOND LEVEL ELECTRICAL           |
| SP-2 SITE DETAILS                    | E-3 ELECTRICAL LEGEND / NOTES         |
| SP-3 SITE LIGHTING                   | E-4 ELECTRICAL RISER DIAGRAM          |
| PM-1 SITE PHOTOMETRICS               | M-1 GROUND LEVEL MECHANICAL           |
| C-1 CIVIL PLAN                       | M-2 SECOND LEVEL MECHANICAL           |
| C-2 POLLUTION PREVENTION PLAN        | M-3 MECHANICAL DETAILS                |
| L-1 LANDSCAPE PLAN                   | P-1 GROUND LEVEL PLUMBING             |
| L-2 IRRIGATION PLAN                  | P-2 SECOND LEVEL PLUMBING             |
| A-2 GROUND LEVEL FLOOR PLAN          | P-3 PLUMBING ISOMETRICS               |
| A-3 SECOND LEVEL FLOOR PLAN          | P-4 PLUMBING DETAILS / SCHEDULES      |
| A-4 2ND LEVEL REFLECTED CEILING PLAN | S-1 FOUNDATION PLAN                   |
| A-5 ROOF PLAN                        | S-2 FLOOR FRAMING PLAN                |
| A-6 NORTH & SOUTH ELEVATIONS         | S-3 2ND FLOOR PLANK PLAN              |
| A-7 EAST ELEVATION                   | S-4 UPPER FRAMING PLAN                |
| A-8 SECTIONS                         | S-5 STRUCTURAL DETAILS                |
| A-9 SECTIONS                         | S-6 STRUCTURAL DETAILS                |
| A-10 DETAILS                         | S-7 STRUCTURAL DETAILS                |
| A-11 STAIR SECTIONS / DETAILS        | S-8 STRUCTURAL DETAILS                |
| A-12 INTERIOR ELEVATIONS             | S-9 NEW STRUCTURAL ELEMENTS / DETAILS |
| A-13 DETAILS / SCHEDULES             | LSP-1 LIFE SAFETY PLAN                |

REVISIONS:  
09-10-2010 SUBMITTAL SET

DRAWN BY:  
KIM

CHECKED BY:  
TED DAVIS

DATE:  
09-22-2010

PROJECT NO.

21024

A-1

of 13



**THEODORE E. DAVIS**  
ARCHITECT AND ASSOCIATES, P.A.  
1851 West Indian Town Road Suite 101 Jupiter, Florida 33458  
Phone 561-744-7798 Fax 561-744-5775  
AR-4615 ACC 001630

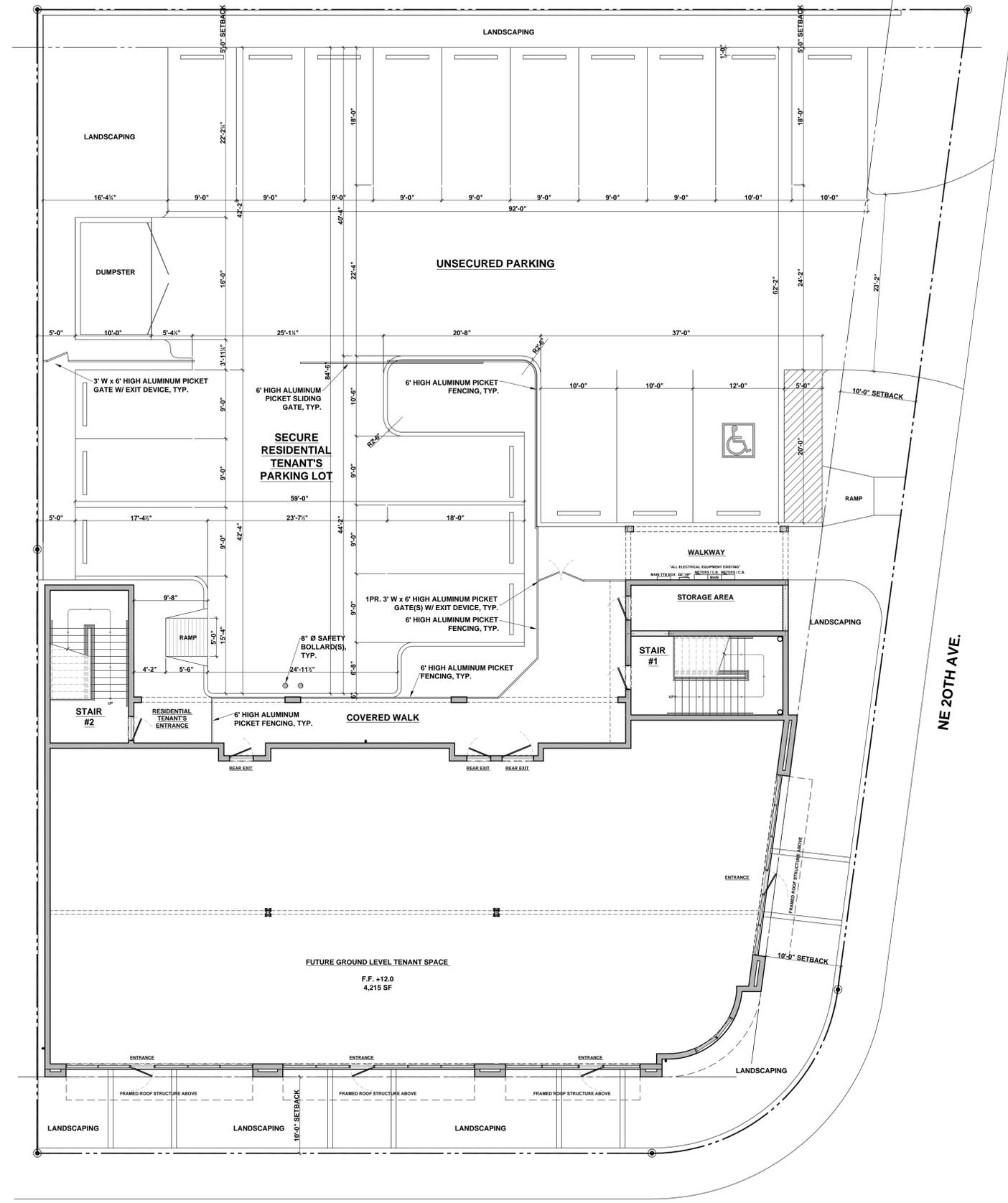
**ANTILLA PLAZA II**  
1997 S.R. A1A  
DEERFIELD BEACH, FLORIDA

REVISIONS:  
08-10-2010 SUBMITTAL SET

DRAWN BY:  
KIM  
CHECKED BY:  
TED DAVIS  
DATE:  
10-04-2010

PROJECT NO.  
**21024**

**SP-1**



NE 2ND STREET

NE 20TH AVE.

**SITE PLAN**

SCALE: 1/8"=1'-0"



**THEODORE E. DAVIS**  
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AR-4615 ACC 001630

**ANTILLA PLAZA II**  
1997 S.R. A1A  
DEERFIELD BEACH, FLORIDA

REVISIONS:  
09-10-2010 SUBMITTAL SET

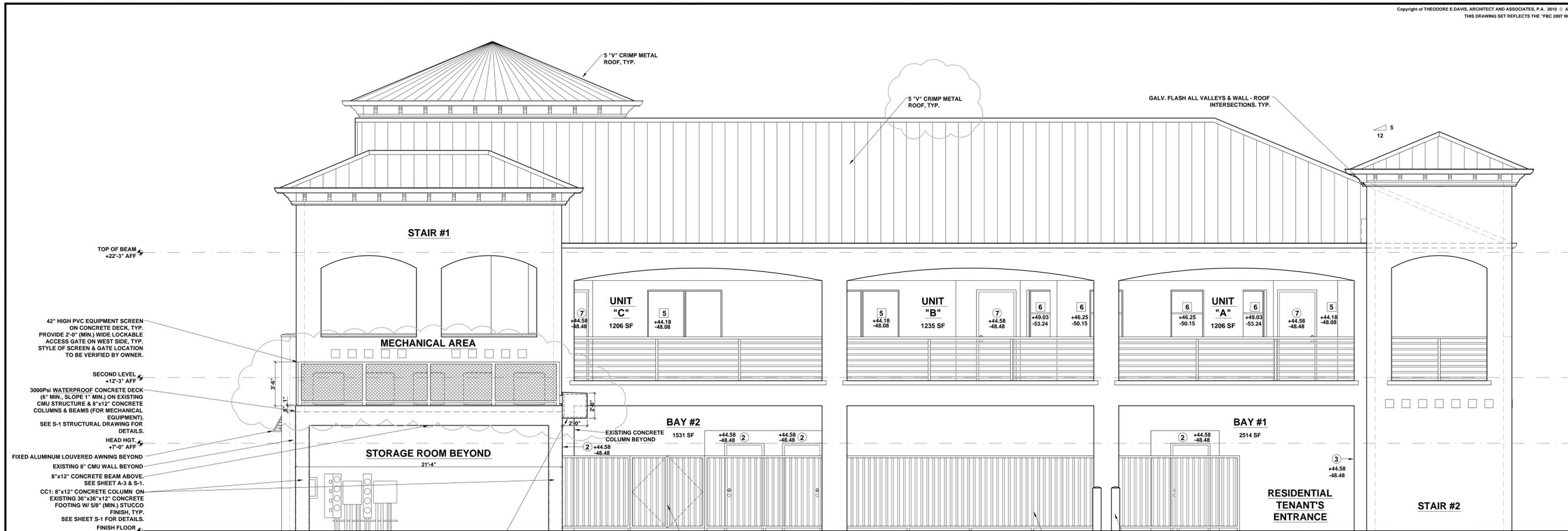
DRAWN BY:  
KIM

CHECKED BY:  
TED DAVIS

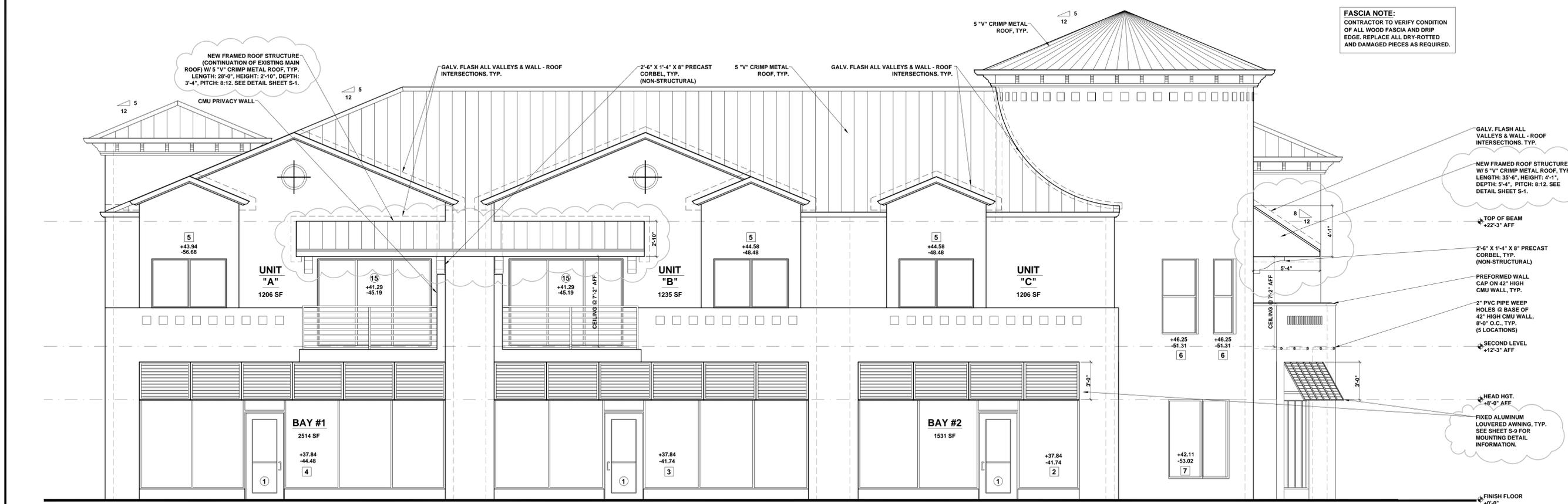
DATE:  
09-22-2010

PROJECT NO.  
21024

A-6



**NORTH ELEVATION** SCALE: 1/4"=1'-0"



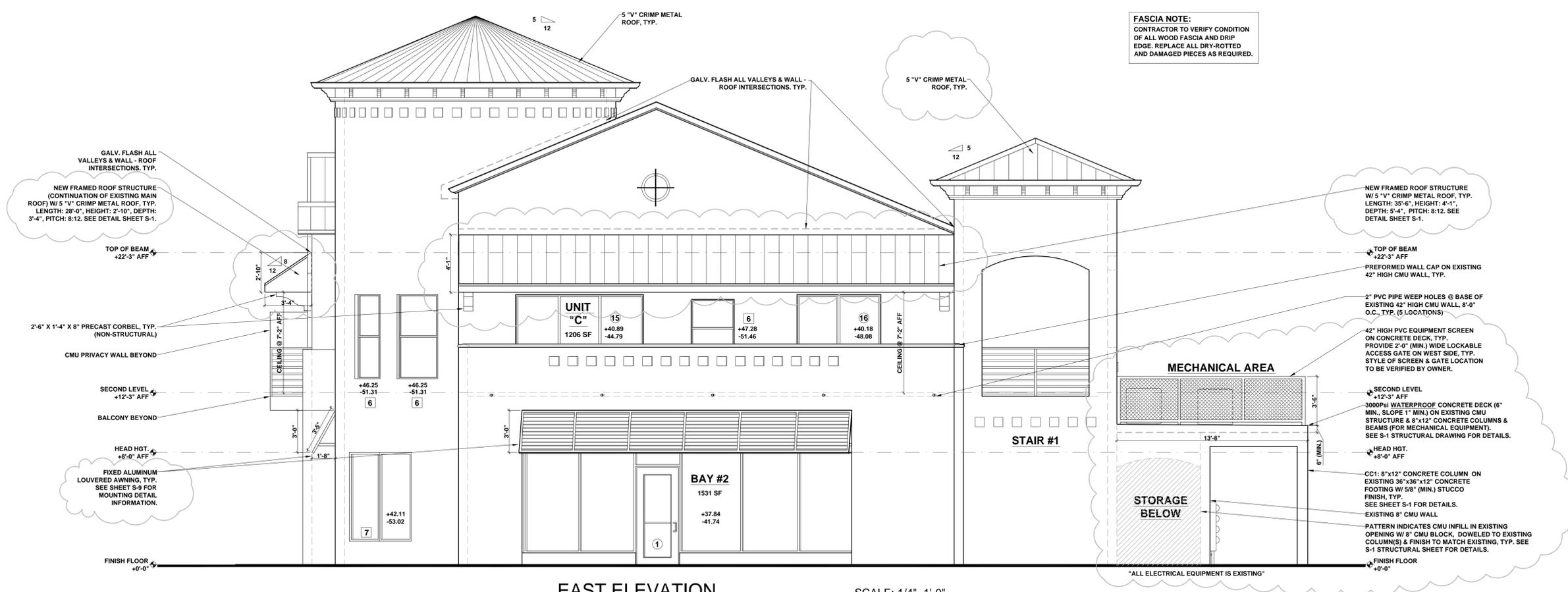
**SOUTH ELEVATION** SCALE: 1/4"=1'-0"

**FASCIA NOTE:**  
CONTRACTOR TO VERIFY CONDITION OF ALL WOOD FASCIA AND DRIP EDGE. REPLACE ALL DRY-ROTTED AND DAMAGED PIECES AS REQUIRED.



**THEODORE E. DAVIS**  
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1851 West Indian Town Road Suite 101 Jupiter, Florida 33458  
Phone 561-744-7798 Fax 561-744-5775  
AR-4615 ACC 001630

**ANTILLA PLAZA II**  
1997 S.R. A1A  
DEERFIELD BEACH, FLORIDA



**FASCIA NOTE:**  
CONTRACTOR TO VERIFY CONDITION OF ALL WOOD FASCIA AND DRIP EDGE. REPLACE ALL DRY-ROTTED AND DAMAGED PIECES AS REQUIRED.

**EAST ELEVATION** SCALE: 1/4"=1'-0"

REVISIONS:  
09-10-2010 SUBMITTAL SET  
DRAWN BY: KIM  
CHECKED BY: TED DAVIS  
DATE: 09-22-2010

PROJECT NO.  
**21024**

**A-7** of 13



PAINT COLORS BY SHERWIN WILLIAMS



SW 6387  
COMPATIBLE CREAM



SW 6227  
MEDITATIVE



SW 6496  
OCEANSIDE LRV



SW 6142  
MACADAMIA



SW 7130  
AQUACADE



AEICOR  
GALVALUME

# ANTILLA PLAZA II

DEERFIELD BEACH, FLORIDA

**GALLO ARCHITECTS**  
 &  
 DEVELOPMENT CONSULTANTS, INC.  
AA-000001

1311 W. NEWPORT CENTER DRIVE DEERFIELD BEACH, FL 33442  
 VOICE: 954 480 2800 FAX: 954 480 2885 email: gallo@jdgallo.com

RESOLUTION NO. 2010/\_\_\_\_\_

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING SILSAR LLC REQUEST FOR COMMERCIAL FAÇADE IMPROVEMENT GRANT FUNDING FOR 1997 NE 2<sup>ND</sup> STREET (ANTILLA PLAZA) FOR \$57,600**

**WHEREAS**, the CRA wishes to encourage the redevelopment of business facades in the CRA District,

**WHEREAS**, the CRA budgeted funds for Commercial Façade Improvement Grants in the FY 2011 CRA Budget,

**WHEREAS**, Silsar LLC submitted an application for Commercial Façade Improvement Grant funding in the amount of \$57,600; and

**WHEREAS**, the application for funding is consistent with all program guidelines and eligibility criteria.

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

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

**Section 2.** The CRA hereby awards \$57,600 in funding from the Commercial Façade Improvement Program to Silsar LLC for improvements to 1997 NE 2<sup>nd</sup> Street (Antilla Plaza), as per the terms of the grant program, the application submitted, and all applicable City requirements pertaining to development approvals and building permits.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
PEGGY NOLAND, CHAIR

ATTEST:

\_\_\_\_\_  
ADA GRAHAM-JOHNSON, MMC, CITY CLERK

**REQUESTED ACTION:**

Discussion concerning the CRA 5 Year Capital Improvement Plan

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**SUMMARY EXPLANATION/BACKGROUND:**

At the August 31, 2010 CRA Board meeting, a draft of the 5 Year Capital Improvement Plan was presented to the board and discussed. No action was taken on the CIP at the time.

The CIP is a planning and budgeting tool to assist the Board in prioritizing projects and creating a manageable and affordable implementation strategy. Staff seeks to work with the Board over the next year to formalize the CIP so that it can serve as the framework for the CRA budget process for FY 2012 and subsequent years.

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**ATTACHMENTS:**

**Draft 5 Year CIP Budget**

DRAFT - City of Deerfield Beach CRA Five-Year CIP FY 2011-2015

August 10, 2010

**WATER/SEWER**

<u>Project Name</u>	<u>Report Section</u>	<u>Total Budget</u>	<u>FY 2010/2011</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>Five Year Total</u>	<u>Future CIPs</u>
Fire Hydrant Coverage Upgrades	2.2	\$ 175,500	\$ 35,100	\$ 35,100	\$ 35,100	\$ 35,100	\$ 35,100	\$ 175,500	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>WATER/SEWER TOTAL</b>		\$ 175,500	\$ 35,100	\$ 35,100	\$ 35,100	\$ 35,100	\$ 35,100	\$ 175,500	\$ -

**DRAINAGE IMPROVEMENTS**

<u>Project Name</u>	<u>Report Section</u>	<u>Total Budget</u>	<u>FY 2010/2011</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>Five Year Total</u>	<u>Future CIPs</u>
Cove Gardens Drainage Improvements	3.4	\$ 412,100	\$ 40,000	\$ 372,100	\$ -	\$ -	\$ -	\$ 412,100	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>DRAINAGE TOTAL</b>		\$ 412,100	\$ 40,000	\$ 372,100	\$ -	\$ -	\$ -	\$ 412,100	\$ -

**SIDEWALK/STREETSCAPING IMPROVEMENTS**

<u>Project Name</u>	<u>Report Section</u>	<u>Total Budget</u>	<u>FY 2010/2011</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>Five Year Total</u>	<u>Future CIPs</u>
Five Year Sidewalk CIP	4.4	\$ 1,300,000	\$ 260,000	\$ 260,000	\$ 260,000	\$ 260,000	\$ 260,000	\$ 1,300,000	\$ -
Beach Area Sidewalk Upgrades		\$ 421,200	\$ -	\$ 25,000	\$ 396,200	\$ -	\$ -	\$ 421,200	\$ -
Hillsboro Blvd. Streetscaping		\$ 1,186,794	\$ 1,186,794	\$ -	\$ -	\$ -	\$ -	\$ 1,186,794	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SIDEWALK/STREETSCAPING TOTAL</b>		\$ 2,907,994	\$ 1,446,794	\$ 285,000	\$ 656,200	\$ 260,000	\$ 260,000	\$ 2,907,994	\$ -

**PARKING IMPROVEMENTS**

<u>Project Name</u>	<u>Report Section</u>	<u>Total Budget</u>	<u>FY 2010/2011</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>Five Year Total</u>	<u>Future CIPs</u>
Parking Lot A Improvements	5.9	\$ 249,600	\$ -	\$ 249,600	\$ -	\$ -	\$ -	\$ 249,600	\$ -
Property X Purchase		\$ 750,000	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 750,000	\$ -
Expansion of Lot A		\$ 1,372,280	\$ -	\$ -	\$ -	\$ 1,372,280	\$ -	\$ 1,372,280	\$ -
Closure of Road, Lot A and B Combination		\$ 1,625,000	\$ -	\$ -	\$ -	\$ -	\$ 1,625,000	\$ 1,625,000	\$ -
Residential Lot Purchase		\$ 600,000	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ 600,000	\$ -
Residential Lot Parking Lot		\$ 105,000	\$ -	\$ -	\$ -	\$ 105,000	\$ -	\$ 105,000	\$ -
Community Facility & Parking Deck Debt Service		\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ 600,000	\$ -
Cove Shopping Center Parking Lot		\$ 2,500,000	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -
Property Y Purchase		\$ 2,000,000	\$ 1,400,000	\$ 600,000	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PARKING TOTAL</b>		\$ 9,801,880	\$ 3,900,000	\$ 849,600	\$ 1,350,000	\$ 1,477,280	\$ 2,225,000	\$ 9,801,880	\$ -

**PARK IMPROVEMENTS**

<u>Project Name</u>	<u>Report Section</u>	<u>Total Budget</u>	<u>FY 2010/2011</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>Five Year Total</u>	<u>Future CIPs</u>
Option 1 Improvements	6.6	\$ 332,118	\$ 25,000	\$ 307,118	\$ -	\$ -	\$ -	\$ 332,118	\$ -
Purchase of Property (Commercial Near Cove)		\$ 2,352,000	\$ 2,352,000	\$ -	\$ -	\$ -	\$ -	\$ 2,352,000	\$ -
Option 2 Improvements*		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Option 3 Improvements Debt Service		\$ 650,000	\$ -	\$ -	\$ 250,000	\$ 100,000	\$ 300,000	\$ 650,000	\$ -
Pier Project		\$ 3,500,000	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000	\$ -
Beach Enhancements		\$ 90,000	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PARK TOTAL</b>		\$ 6,924,118	\$ 5,967,000	\$ 307,118	\$ 250,000	\$ 100,000	\$ 300,000	\$ 6,924,118	\$ -

**LIGHTING IMPROVEMENTS**

<u>Project Name</u>	<u>Report Section</u>	<u>Total Budget</u>	<u>FY 2010/2011</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>Five Year Total</u>	<u>Future CIPs</u>
Lighting Coverages Upgrades	7.4	\$ 666,900	\$ 65,000	\$ 150,475	\$ 150,475	\$ 150,475	\$ 150,475	\$ 666,900	\$ -
Beach Area Lighting Improvements		\$ 975,000	\$ -	\$ -	\$ 150,000	\$ -	\$ 825,000	\$ 975,000	\$ -
Turtle Nesting Season Compliant Lighting		\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>LIGHTING TOTAL</b>		\$ 2,041,900	\$ 465,000	\$ 150,475	\$ 300,475	\$ 150,475	\$ 975,475	\$ 2,041,900	\$ -

**OVERALL TOTALS**

		\$ 22,263,492	\$ 11,853,894	\$ 1,999,393	\$ 2,591,775	\$ 2,022,855	\$ 3,795,575	\$ 22,263,492	\$ -
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\* = Projects not funded in Five Year CIP Budget