



## **Deerfield Beach Community Redevelopment Agency**

### **AGENDA**

Monday, March 21, 2011, 6:30 P.M.

City Commission Chambers, Deerfield Beach City Hall

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

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

February 22, 2011

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

#### **GENERAL ITEMS**

1. Request to approve a Pre-Construction Services Agreement for the Pier Buildings Replacement project with Stiles Corporation\*
2. Request to approve additional services contract with Garcia Stromberg for the revision of the plans for the Pier Buildings Replacement project\*
3. Discussion regarding change order from West Construction for water main replacement in the Cove Shopping Center Parking Lot
4. Request to approve Commercial Façade Program application and funding for 7-Eleven\*
5. Request to transfer funds from Infrastructure and Capital Improvements to Other Contractual Services\*
6. Request to approve resolution regarding proposed Amendments to the Deerfield Beach CRA Plan\*
7. Request to approve funding for Special Event (Falconaires Air Force Academy Band Concert)\*

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

#### **PUBLIC INPUT**

#### **ADJOURN**

\* Indicates an Action Item

(Next Meeting: Tuesday, April 12, 2011, 6:30 PM unless otherwise determined)

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**REQUESTED ACTION:**

A resolution approving a Pre-Construction Services Agreement for the Pier Buildings Replacement Project with Stiles Construction in the amount of \$49,857.

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**SUMMARY EXPLANATION/BACKGROUND:**

The CRA Board, pursuant to RFQ 2010-11/06, authorized negotiations with Stiles Construction for Construction Manager at Risk services for the Pier and Buildings Replacement Project. The pre-construction services phase brings the selected contractor into the project team prior to the finalization of the construction plans. Pre-construction services include constructability analyses, identification of subcontractors and SBDE participants, preparation of final permitting responsibilities and schedules, value engineering processes, and ***preparation and coordination*** as pertains to numerous important aspects involved with implementation, including the following:

- demolition plans,
- the engineer's plans for the pier replacement,
- the architect's plans for the building replacement,
- utility coordination,
- temporary access plans,
- staging area, parking provisions, and restroom provisions, and
- LEED requirements

Most importantly, all of the services described above contribute to cost estimating reports that then lead to a proposed Guaranteed Maximum Price (GMP) which, if acceptable, would result in a second contract specifically for the construction phase.

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**ATTACHMENTS:**

**Pre-Construction Services Agreement  
Resolution**

# Preconstruction Services Agreement



## AGREEMENT

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between

**DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY**

and

**STILES CORPORATION d/b/a STILES CONSTRUCTION COMPANY**

for

MANAGING GENERAL CONTRACTOR  
CONSTRUCTION MANAGEMENT AT RISK  
PRECONSTRUCTION SERVICES FOR  
PIER BUILDINGS REPLACEMENT  
Project Number: 11221-P

IN CITY OF DEERFIELD BEACH, FLORIDA

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EXHIBIT "A" SCOPE OF SERVICES

- Attachment 1: Project Schedule
- Attachment 2: Electronic Media Submittal Requirements
- Attachment 3: Preliminary Project Budget
- Attachment 4: Preliminary Scheduling Procedure
- Attachment 5: Value Engineering Procedure

EXHIBIT "B" SCHEDULE OF SDBE PARTICIPATION

EXHIBIT "C" WORK AUTHORIZATION FORM

EXHIBIT "D" BACKGROUND CHECK AFFIDAVIT

EXHIBIT "E" RFQ #2010-11/06 AND RESPONSE

EXHIBIT "F" MANAGING CONTRACTOR'S STAFF / WEEKLY COMPENSATION

AGREEMENT

between

**DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY**

and

STILES CORPORATION d/b/a STILES CONSTRUCTION COMPANY

MANAGING GENERAL CONTRACTOR  
PRECONSTRUCTION SERVICES FOR

PIER BUILDINGS REPLACEMENT  
Project Number: 11221-P

IN CITY OF DEERFIELD BEACH, FLORIDA

This is an Agreement, made and entered into by and between: **DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY**, hereinafter referred to as "CRA,"

AND

Stiles Corporation d/b/a Stiles Construction Company, a for-profit Florida corporation, as Managing General Contractor for the Pier Buildings Replacement Project (Project Number: 11221-P), hereinafter referred to as "CONTRACTOR."

WHEREAS, the City Commission of Deerfield Beach, Florida, acting as the Deerfield Beach Community Redevelopment Agency, through its Selection Negotiation Committee, has selected the CONTRACTOR to act as the Managing General Contractor for the Pier Buildings Replacement Project; and

WHEREAS, the CRA, through the Selection Negotiation Committee, has decided to negotiate the Managing General Contractor's services for the Pier Buildings Replacement Project in two separate agreements with the first agreement consisting of preconstruction services and the second agreement consisting of construction services; and

WHEREAS, CRA and CONTRACTOR wishes to enter into this Agreement to provide preconstruction services for the Pier Buildings Replacement Project; and

WHEREAS, the Selection Negotiation Committee recommends that the CRA enter into this Agreement for preconstruction services with the CONTRACTOR; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CRA and CONTRACTOR agree as follows:

## **ARTICLE 1 – DEFINITIONS AND IDENTIFICATIONS**

- 1.1 **Agreement** - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **CONSULTANT** - The architectural/engineering firm hired under separate agreement by CRA to provide professional design services and other related tasks for the project described herein.
- 1.3 **Contract Administrator** - The primary responsibilities of the Contract Administrator (Environmental Services Director or designee) are to implement end-user (CRA) requirements, facilitate communications between the CONTRACTOR Architect/Engineers in the execution and completion of the Scope of Services. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **CRA** - The City Commission of the City of Deerfield Beach acting as the Deerfield Beach Community Redevelopment Agency.
- 1.5 **Notice To Proceed** - A written notice to proceed with the Project issued by the Contract Administrator.
- 1.6 **Project** - The Project consists of the services described in Article 2.
- 1.7 **Project Manager** - A designee of the Contract Administrator having day-to-day administrative and managerial responsibility for the Project.
- 1.8 **Small Disadvantaged Business Enterprise ("SDBE")** – Pursuant to Ordinance No. 1993/068, the CRA has evidenced its intent to provide for 15% participation of SDBEs in contracts over \$50,000. The CRA has determined to apply this ordinance to this agreement. The Schedule of SDBE Participation and the letters of intent to perform as subcontractors should be submitted with the qualifications to demonstrate said compliance with all responses, updated monthly throughout the Project.

## **ARTICLE 2 – SCOPE OF SERVICES**

- 2.1 CONTRACTOR's services shall consist of the phases set forth in Exhibit "A," attached hereto and made a part hereof, and shall include estimating, scheduling, constructability analysis, value engineering, subcontractor pre-qualification, bidding services and other preconstruction services, as applicable for the Project. CONTRACTOR shall provide all services as set forth in Exhibit "A" including all necessary, incidental, and related activities and services required by the Scope of Services and contemplated in CONTRACTOR's level of effort.
- 2.2 CONTRACTOR and CRA acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONTRACTOR to complete the Project. If, during the course of the performance of the services included in this Agreement, CONTRACTOR determines that work should be performed to complete the Project which is in the CONTRACTOR's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONTRACTOR shall notify Contract

Administrator in writing in a timely manner before proceeding with the work. If CONTRACTOR proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CRA to perform the work. Performance of work by CONTRACTOR outside the originally anticipated level of effort without prior written CRA approval is at CONTRACTOR's sole risk.

- 2.3 CRA and CONTRACTOR acknowledge that Exhibit "A" is for the first portion of services related to the Project and that additional negotiations will be required for subsequent phases, principal on-site construction operations, or for additional services except as otherwise provided herein. The CRA and CONTRACTOR may negotiate additional scopes of services, compensation, time of performance, and other related matters for future phases of Project. If CRA and CONTRACTOR cannot contractually agree, CRA shall have the right to immediately terminate negotiations at no cost to CRA and procure services for future Project phases from another source.

**ARTICLE 3 – TERM AND TIME OF PERFORMANCE**

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall run for a period of ninety (90) consecutive calendar days from that date. At the Contract Administrator's option, the term of the Agreement may be extended for thirty (30) consecutive calendar days. Any additional cost for Contract Administrator's optional extensions may be negotiated between the Contractor and CRA if needed and justified at the discretion of the Contract Administrator. Additional extensions of the term beyond the Contract Administrator's optional extensions may be made by action of CRA. The continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from CRA in accordance with Chapter 129, Florida Statutes.
- 3.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

**ARTICLE 4 - COMPENSATION**

- 4.1 CRA agrees to pay CONTRACTOR, in the manner specified in Section 4.3, the total amount of **Forty-four thousand three hundred fifty-seven** Dollars ( **\$44,357.00** ) for work actually performed and completed pursuant to this Agreement, up to **Not Applicable at This Time** Dollars ( **Not Applicable at This Time** ) for Optional Services, and **Five thousand five hundred** Dollars ( **\$5,500.00** ) for all Reimbursables agreed to in Section 4.2, which amounts shall be accepted by CONTRACTOR as full compensation for all such work and expenses. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CRA's obligation to compensate CONTRACTOR for its services and expenses related to this Agreement. These maximum amounts, however, do not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

4.2 **REIMBURSABLES**

- 4.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project may be charged at no more than the actual cost. The maximum sum which may be charged for such reimbursable expenses shall not exceed that figure listed in Article 4.1 for Reimbursable Services, and shall be limited to the following:
- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Dade-Broward-Palm Beach County area or from locations outside the Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.
  - b) Identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONTRACTOR's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONTRACTOR's employees from one of CONTRACTOR's offices to another.
  - c) Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail between the CONTRACTOR and the Contract Administrator's various permanent offices. The CONTRACTOR's field office at the Project site is not considered a permanent office. Reimbursable long distance telephone charges do not include calls placed to the normal subcontractors, material product representatives (including vendors, distributors or manufacturers), consultants, cost estimators, and/or the CRA's or CONTRACTOR's architectural, civil, structural, mechanical, electrical, landscape architectural and/or interiors consultant's living outside the CONTRACTOR's local calling area or to the Contract Administrator or its staff from outside the Contract Administrator's local calling area).
  - d) Cost of printing, reproduction or photography which is required by or of CONTRACTOR to deliver services set forth in this Agreement except for those printing, reproduction or photography services conducted as part of preparing deliverables required for Basic Services or as part of an assigned Optional Service under this Agreement's Exhibit "A" Scope of Work. Contractor's printing of drawings, specifications and other related design documentation generated by the Consultant or Owner may be authorized by the Contract Administrator as an Optional Service or Reimbursable. Contract Administrator's authorization will be in writing prior to the provision of any printing services as an Optional Service or Reimbursable.
  - e) Other services identified as reimbursable items under this Agreement's Exhibit "A" Scope of Work with written prior authorization by the Contract Administrator.
  - f) All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.
- 4.2.2 Reimbursable subcontractor expenses are limited to the items described above when the subcontractor agreement provides for reimbursable expenses.
- 4.2.3 It is acknowledged and agreed to by CONTRACTOR that the dollar limitation set forth in Section 4.2.1 is a limitation upon, and describes the maximum extent of,

CRA's obligation to reimburse CONTRACTOR for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to incur such expenses in the performance of services hereunder. If CRA or Contract Administrator requests CONTRACTOR to incur expenses not contemplated in the amount for Reimbursables, CONTRACTOR shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by Contract Administrator prior to incurring such expenses.

4.2.4 A detailed statement, suitable for CRA review and acceptance, of expenses must accompany any request for reimbursement. Expenses other than auto travel must be documented by copies of paid receipts, checks or other evidence of payment.

#### 4.3 METHOD OF BILLING AND PAYMENT

4.3.1 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. When any work involved SDBE subcontractors, invoices for compensation for work completed by such subcontractors during the Project at monthly intervals and shall pay its subcontractors within thirty (30) days following receipt of payment from CRA for such subcontracting work. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. For reimbursable expenses, CONTRACTOR may submit invoices no more often than bi-weekly. Invoices shall designate the nature of the services performed and/or the expenses incurred.

4.3.2 CRA shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

4.3.3 Exhibit "F" stipulates the Managing Contractor's (Project) Staff's weekly compensation.

4.4 Notwithstanding any provision of this Agreement to the contrary, CRA may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by CRA.

4.5 Payment shall be made to CONTRACTOR at:

Stiles Corporation d/b/a Stiles Construction Company  
301 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

Federal Identification No. 65-0036314

**ARTICLE 5 – OPTIONAL AND ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES**

- 5.1 CRA or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any Additional Services.
- 5.2 Costs of Additional Services identified by the Contract Administrator and a log updated monthly by the Managing Contractor during the life of this agreement and as contained in a written amendment will be compensated on an hourly basis, or an agreed upon lump sum, or as a reimbursable as provided in Article 4. Additional Services authorized by the Contract Administrator shall include a required completion for CONTRACTOR's performance of those additional services.
- 5.3 CONTRACTOR may, at Contract Administrator's discretion, be authorized to perform Optional Services as delineated in Exhibit "A," Scope of Services, up to the maximum fee amount established for Optional Services under Article 4. Any Optional Services to be performed by CONTRACTOR pursuant to the terms of this Agreement shall first be authorized by the Contract Administrator in writing by a "Work Authorization," in accordance with this article.
- 5.3.1 Before any Optional Service is commenced pursuant to a Work Authorization, CONTRACTOR shall supply the Contract Administrator with a written estimate for all charges expected to be incurred for such Optional Service, which estimate shall be reviewed by the Contract Administrator and a final amount for CONTRACTOR's compensation shall be approved as follows:
- 5.3.1.1 Work Authorizations that will cost CRA Ten Thousand Dollars (\$10,000.00) or less shall be signed by Contract Administrator and CONTRACTOR, using the Work Authorization Form attached hereto as "Exhibit C."
- 5.3.1.2 Work Authorizations that will cost CRA more than Ten Thousand Dollars (\$10,000.00) shall be signed by the City Commission as the CRA and CONTRACTOR.
- 5.3.2 Subsequent to Contract Administrator issuing a Work Authorization pursuant to this article, Contract Administrator will issue a Notice to Proceed (NTP) for those authorized Optional Services. CONTRACTOR shall not commence such work until after receipt of the Contract Administrator's NTP.
- 5.3.3 Any charges in excess of the amount approved in the original Work Authorization shall require a modification thereto approved by Contract Administrator. Contract Administrator shall sign in instances where the cumulative total of the modifications (the amount approved in the original Work Authorization plus the modifications thereto) does not exceed Ten Thousand Dollars (\$10,000.00). The City Commission as the CRA shall sign in instances where the cumulative total of the modifications exceeds Ten Thousand Dollars (\$10,000.00). Notwithstanding anything contained in this subsection, CONTRACTOR's compensation shall not exceed the amount approved in the Work Authorization unless such additional

amount received the prior written CRA approval as outlined above.

5.3.4 All Work Authorizations shall contain, as a minimum, the following information and requirements:

5.3.4.1 A description of the work to be undertaken, a reference to this Agreement pursuant to which the work to be undertaken is authorized, and a statement of the method of compensation.

5.3.4.2 A budget establishing the amount of compensation, which amount shall constitute a guaranteed maximum and shall not be exceeded unless prior written approval of CRA is obtained. In the event CRA does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of CONTRACTOR, the authorization shall be terminated, and CONTRACTOR shall be paid in full for all work completed to that point, but shall in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail so as to identify the various elements of costs.

5.3.4.3 A time established for completion of the work or services undertaken by CONTRACTOR or for the submission to CRA of documents, reports, and other information pursuant to this Agreement.

5.3.4.4 Any other additional instructions or provision relating to the work authorized pursuant to this Agreement.

5.3.4.5 Work Authorizations shall be dated, serially numbered, and signed by CRA Director after approval by the City Commission acting as the CRA..

## **ARTICLE 6 - INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and hold harmless the City of Deerfield Beach acting as the CRA, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Agreement. In the event that any action or proceeding is brought against the City of Deerfield Beach or the CRA by reason of any such claim or demand, CONTRACTOR shall, upon written notice from the City of Deerfield Beach or the CRA, resist and defend such action or proceeding by counsel satisfactory to the City of Deerfield Beach acting as the CRA. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and the City of Deerfield Beach Attorney, any sums due CONTRACTOR under this Agreement may be retained by CRA until all of CRA's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CRA.

## **ARTICLE 7 - INSURANCE**

7.1 In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Sections 7.3, 7.4, 7.5 and 7.6, in accordance with the terms and conditions required by this Article.

7.2 Such policy or policies shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect the City of Deerfield Beach acting as the CRA and the City Commissioners of Deerfield Beach acting as the CRA by naming City of Deerfield Beach acting as the CRA and the Commissioners of Deerfield Beach acting as the CRA as additional insureds under the Comprehensive General Liability Policy only.

7.3 Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

7.4 Business Automobile Liability. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles.

Hired and Non-Owned Vehicles.

Employer's Non-Ownership, if applicable.

7.5 Workers' Compensation Insurance. The Contractor shall procure and maintain, for the life of this Contract/Agreement, Statutory Worker's Compensation Insurance covering all employees with limits as required by Florida Statute Chapter 440, regardless of the size of the company (number of employees). This coverage must extend to any sub-contractor with three or more employees who does not exclude himself as a principal of the company and that does not have their own Workers' Compensation and Employer's Liability Insurance. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employee in the course of their employment.

Excess Liability. Umbrella form policy with a limit of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 7.6 Professional Liability Insurance with the limits of liability provided by such policy to be no less than One Million Dollars (\$1,000,000), with a maximum deductible of Fifty Thousand Dollars (\$50,000) each claim.

**CONTRACTOR shall notify CRA in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.**

- 7.7 CONTRACTOR shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverages specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract, and state that such insurance is as required by the Contract. The failure to provide to City/CRA the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract. CONTRACTOR shall specify protect City/CRA and the Deerfield Beach City Commission by naming CITY/ CRA and the Deerfield Beach City Commission as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- 7.8 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CRA with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

## **ARTICLE 8 - TERMINATION**

- 8.1 This Agreement may be terminated for cause by action of the CRA or by CONTRACTOR if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach, or for convenience by action of CRA upon not less than thirty (30) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 8.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of CRA as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CRA's election to terminate, CONTRACTOR shall refrain from performing further

services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by CRA, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CRA's right to terminate this Agreement for convenience.

- 8.5 In the event this Agreement is terminated, any compensation payable by CRA shall be withheld until all documents are provided to CRA pursuant to Section 9.1 of Article 9.

## **ARTICLE 9 – EEO AND ADA COMPLIANCE**

### **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, political affiliation, disability, or physical or mental disability if qualified. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, political affiliation, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The CRA shall also require that any contractor selected to perform work on a CRA project include the foregoing or similar language in its contracts with any subcontractors or subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. The Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure by the Contractor to comply with the above requirements shall constitute a material breach of the contract, which shall permit the CRA to terminate the contract or to exercise any other remedy provided under the contract under applicable law, or such other remedy as the CRA deems appropriate.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

## **ARTICLE 10 - MISCELLANEOUS**

### **10.1 OWNERSHIP OF DOCUMENTS**

Any and all reports, photographs, surveys, schedules, estimates, specifications, studies and other data and documents provided or created in connection with this Agreement are and shall remain the property of CRA. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CRA and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) calendar days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

### **10.2 AUDIT RIGHT AND RETENTION OF RECORDS**

CRA shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this Project. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CRA, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CRA to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CRA's disallowance and recovery of any payment upon such entry.

### **10.3 PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CRA, may not submit a bid on a contract with CRA for the construction or repair of a public building or public work, may not submit bids on leases of real property to CRA, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CRA, and may not transact any business with CRA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CRA's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with

committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

#### 10.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the CRA. This Agreement shall not constitute or make the parties a partnership or joint venture.

#### 10.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CRA intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### 10.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

##### FOR CRA:

City of Deerfield Beach  
Environmental Services Department  
200 Goolsby Boulevard  
Deerfield Beach, FL 33442

##### FOR CONTRACTOR:

Timothy Moore and President  
Stiles Construction Company  
301 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

#### 10.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CRA's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CRA shall be comparable to the best local and national standards.

#### 10.8 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CRA in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CRA in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

#### 10.10 CONTINGENCY FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CRA shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 10.11 BACKGROUND CHECKS

In accordance with Section 38-117 of the City of Deerfield Beach Code of Ordinances, prior to beginning any services under this Agreement for work on City property, the CONTRACTOR shall, at its expense, obtain a criminal background check through the National Crime Information Center (NCIC) for each of its employees prior to for any employee of the company who is doing the work required by this [bid, request for proposal or contract]. The Contractor must ensure a similar check has been done of its subcontractors' employees who will have access to the City's property.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, for a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is

otherwise a job-related crime, the CONTRACTOR shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the CONTRACTOR intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

The City reserves the right to approve or disapprove whether contract employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the CONTRACTOR's employment of an individual outside of this Agreement.

The CONTRACTOR shall certify compliance with this provision prior to commencing work by submitting the affidavit attached as Exhibit "D" to the Purchasing Division.

#### 10.12 MATERIALITY AND WAIVER OF BREACH

CRA and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

CRA's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 10.13 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 10.14 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CRA or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 10.15 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

#### 10.16 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or

provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.17 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida. The Parties expressly waive any rights they may have to a jury trial for any civil litigation related to or arising out of this Agreement.

10.18 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CRA and CONTRACTOR.

10.19 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 10.17 above.

10.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," and "C," are incorporated into and made a part of this Agreement.

10.21 MULTIPLE ORIGINALS

This Agreement may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10.22 DISPUTE RESOLUTION

In the event a dispute between the Contract Administrator and CONTRACTOR over any of the terms of this Agreement, such dispute shall be promptly presented to the City Manager or designee for resolution. The City Manager's decision shall be final and binding on the parties. During the pendency of any dispute, CONTRACTOR shall promptly perform the disputed services.

10.23 DIRECT OWNER PURCHASE/SALES TAX RECOVERY PROGRAM

CONTRACTOR shall advise all subcontractors, material product suppliers and manufacturers (bidders) of the Direct Owner Purchase/Sales Tax Recovery Program.

**THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK**

**DEERFIELD BEACH CRA**

**Witnesses:**

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
KEVEN R. KLOPP, DIRECTOR

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

**ATTESTED:**

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

By: \_\_\_\_\_  
PEGGY NOLAND, CHAIR

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ANDREW S. MAURODIS, CRA ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by KEVEN R. KLOPP, as the CRA Director, who is personally known to me or has produced \_\_\_\_\_ as identification.

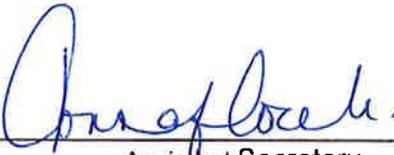
\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name

**CONTRACTOR**

ATTEST:

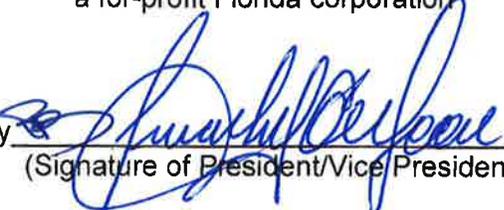
**MANAGING GENERAL CONTRACTOR:**  
Stiles Corporation d/b/a  
Stiles Construction Company

  
Assistant Secretary

Donna Florek, Assistant Secretary  
(Please Type Name of Secretary)

(CORPORATE SEAL)

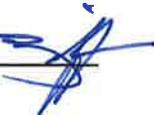
\_\_\_\_\_ a for-profit Florida corporation

By   
(Signature of President/Vice President)

Timothy O. Moore, President  
(Typed Name of President/Vice President)

WITNESSES:

16th day of March, 2011

\_\_\_\_\_  
Signature of Witness 

Russell Biffis  
Name of Witness

  
Signature of Witness

Elizabeth Gunter  
Name of Witness



**Preconstruction Estimate**

**PROJECT DELIVERABLES**

**I. Meetings: Schematic Design - CDs:**

Assume one (1) per week; +/-4 hours each for three (3) months.  
- Participating in all regularly scheduled team meetings.

<u>Associated Meetings:</u>	<u>DURATION</u>	<u>UNITS</u>	<u>LUMP SUM</u>	
			<u>RATES</u>	<u>TOTALS</u>
Director of Operations	0 Hrs		\$ -	Included As Needed
Director of Precon	0 Hrs		\$ -	Included As Needed
LEED Precon Manager	0 Hrs		\$ -	Included As Needed
Project Executive	0 Hrs		\$ -	Included As Needed
Sr. Preconstruction Manager	56.10 Hrs		\$ 66.11	\$ 3,709
Asset Builders (15%)				
Principal	8.42 Hrs		\$ 125.00	\$ 1,052
Project Manager	8.42 Hrs		\$ 71.75	\$ 604
				\$ 5,365

**II. 100% Design Development (DD):**

Includes:  
- Providing constructability, cost and functionality input as DDs progress to 100% complete.  
**Deliverable #1 - Perform and Establish Baseline Budget Estimate.**  
- Value Engineering efforts as required.

**\*\*NOTE:** This conceptual estimate will become the budget baseline against which all future pricing efforts are measured against.

<u>Baseline Construction Cost Estimate I - 4 Weeks</u>	<u>DURATION</u>	<u>UNITS</u>	<u>LUMP SUM</u>	
			<u>RATES</u>	<u>TOTALS</u>
Director of Precon (30%)	0 Wks		\$ -	Included As Needed
Sr. Preconstruction Manager (75%)	4 Wks		\$ 1,983.17	\$ 7,933
LEED Precon Manager (50%)	4 Wks		\$ 1,100.00	\$ 4,400
Precon Assistant (25%)	4 Wks		\$ 192.31	\$ 769
Director of Ops (25%)	0 Wks		\$ -	Included As Needed
Project Executive (30%)	0 Wks		\$ -	Included As Needed
Scheduler (25%)	1 Wks		\$ 597.75	\$ 598
Project Manager (30%)	4 Wks		\$ -	Included As Needed
Asset Builders (15%)				
Principal	4 Wks		\$ 750.00	\$ 3,000
Project Manager	4 Wks		\$ 430.50	\$ 1,722
				\$ 18,422

**III. Construction Documents (CD):**

Includes:  
- Providing continued constructability, cost and functionality input as CDs progress to 50% complete.  
**Deliverable #2 - Performing Construction Cost Estimate at 50% CD drawings.**  
- Providing continued constructability, cost and functionality input as CDs progress to 100% complete.  
- Value Engineering efforts as required.

**Deliverable #3 - Performing Final Construction Cost Estimate at 100% CD drawings**  
- Establish Guaranteed Maximum Price (GMP) for Contract Amount based on Deliverable #3.

<u>Construction Cost Estimate II - (50% CDs) - 3 Weeks</u>	<u>DURATION</u>	<u>UNITS</u>	<u>LUMP SUM</u>	
			<u>RATES</u>	<u>TOTALS</u>
Director of Precon (30%)	0 Wks		\$ -	Included As Needed
Sr. Preconstruction Manager (75%)	3 Wks		\$ 1,983.17	\$ 5,950
LEED Precon Manager (50%)	3 Wks		\$ 1,100.00	\$ 3,300
Precon Assistant (25%)	3 Wks		\$ 192.31	\$ 577
Director of Ops (25%)	0 Wks		\$ -	Included As Needed
Project Executive (30%)	0 Wks		\$ -	Included As Needed
Scheduler (100%)	2 Hrs		\$ 59.78	\$ 120
Project Manager (30%)	0 Wks		\$ -	Included As Needed
Asset Builders (15%)				
Principal	3 Wks		\$ 750.00	\$ 2,250
Project Manager	3 Wks		\$ 430.50	\$ 1,292
				\$ 13,487

<u>Final Construction Cost Estimate - GMP (100% CDs) - 6 Weeks</u>				
Director of Precon (30%)	0 Wks		\$ -	Included As Needed
Sr. Preconstruction Manager (75%)	6 Wks		\$ 1,983.17	\$ 11,899
LEED Precon Manager (75%)	6 Wks		\$ 1,650.00	\$ 9,900
Precon Assistant (25%)	6 Wks		\$ 192.31	\$ 1,154
Director of Ops (25%)	0 Wks		\$ -	Included As Needed
Project Executive (40%)	0 Wks		\$ -	Included As Needed
Scheduler (25%)	2 Hrs		\$ 59.78	\$ 120
Project Manager (30%)	1 Wks		\$ 867.00	\$ 867
Asset Builders (15%)				
Principal	6 Wks		\$ 750.00	\$ 4,500
Project Manager	6 Wks		\$ 430.50	\$ 2,583
				\$ 31,022

<b>SUBTOTAL BASIC SERVICES FEE</b> .....	<b>\$ 68,296</b>
<b>LESS Final Construction Cost Estimate (Stiles Personnel)</b> .....	<b>\$ (23,939)</b>
<b>TOTAL BASIC SERVICES FEE</b> .....	<b>\$ 44,357</b>
<b>REIMBURSABLE SERVICES FEES</b> .....	<b>\$ 5,500</b>

**RESOLUTION NO. 2011/\_\_\_\_**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PRE-CONSTRUCTION AGREEMENT FOR THE PIER BUILDINGS REPLACEMENT PROJECT WITH STILES CORPORATION D/B/A STILES CONSTRUCTION COMPANY**

**WHEREAS**, the CRA Board, pursuant to RFQ 2010-11/06, authorized negotiations with Stiles Construction Company for Construction Manager at Risk Services for the Pier and Buildings Replacement Project; and

**WHEREAS**, the pre-construction services phase includes constructability analyses, identification of subcontractors and SDBE participants, preparation of final permitting responsibilities and schedules, value engineering processes and preparation and coordination relating to numerous important aspects involved with implementation; and

**WHEREAS**, all the services in the Pre-Construction Agreement contribute to cost estimating reports which will lead to a proposed Guaranteed Maximum Price (GMP) which, if acceptable, would result in a second contract specifically for the construction phase; and

**WHEREAS**, the Board wishes to move forward with the project and therefore authorizes the approval of the Pre-Construction Agreement in the amount of \$49,857;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY BOARD 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 Board does hereby authorize the approval of the Pre-Construction Agreement with Stiles Corporation d/b/a Stiles Construction Company for the Project in the amount of \$49,857. The Director is hereby authorized to execute the Pre-Construction Agreement on behalf of the CRA Board.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

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

ATTEST:

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

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**REQUESTED ACTION:**

A resolution approving additional architectural services from Garcia Stromberg for revision of the plans for the Pier Buildings Replacement project to accommodate anticipated Florida Department of Environmental Protections (FDEP) stipulations. The additional services are to be provided on a time and materials basis with a not-to-exceed amount of \$32,000.

---

**SUMMARY EXPLANATION/BACKGROUND:**

The permit application submitted to the FDEP for the Pier and Buildings Replacement Project has been discussed by City officials with decision makers in Tallahassee. While the design objectives for the new buildings grew out of a well-received collaborative public input process, FDEP staff's objection to our coastal engineer's calculation of the 30-year erosion projection line is one of many issues that need to be resolved as quickly as possible. The state objects to the proposed altered footprint seaward of the restaurant building. Two fundamental **public safety goals** of the project are 1) to ensure the pier is structurally sound, and 2) to provide the Florida Building Code-required egress width by moving the buildings off the pier itself and connecting the pier to a continuous north and south boardwalk. The city-approved design accomplishes these two safety objectives. FDEP is suggesting, instead, that the buildings remain on the pier and/or be moved landward into the parking lot. The project design team is continuing its efforts to convince FDEP to minimize their changes to the plan so that the requests of numerous and varied local stakeholders, which are currently respected by the design, are accommodated: "keep as much parking as possible; keep the vertical scale low; maintain the functionality and access for fishing", etc. The Florida Building Code requirements and FDEP's code interpretations are currently at odds with one another. Negotiations are taking place, and concessions may be necessary. Attached is a summary of the plan revisions that will be proposed to FDEP.

It is essential that the project continue on a steady pace toward implementation because, for public safety assurance, the structural repairs to the pier itself cannot be further delayed. In order for the repairs to commence, the dilapidated buildings at the entrance will need to be removed.

The current plans provide the much needed repairs within a visionary overall design that provides a beautiful and environmentally sensitive transition from urban development to the natural environment of the beachfront. The proposed additional services from Garcia Stromberg would be limited to those plan revisions required to obtain FDEP's approval.

---

**ATTACHMENTS:**

**Resolution  
Changes Being Considered  
Garcia Stromberg proposal**

**RESOLUTION NO. 2011/**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING ADDITIONAL ARCHITECTURAL SERVICES FOR GARCIA STROMBERG FOR REVISION OF PLANS FOR THE PIER ENTRANCE PROJECT**

**WHEREAS**, the CRA Board has approved a project for the replacement and renovation of the Pier entrance and fishing pier (the Project); and

**WHEREAS**, Garcia Stromberg has been hired as the architect to design and draw the plans for the Project; and

**WHEREAS**, in the permitting process, the City has been advised by the Florida Department of Environmental Protection (FDEP) that certain changes are required; and

**WHEREAS**, additional changes will require additional design costs to be incurred by Garcia Stromberg; and

**WHEREAS**, the Board wishes to move forward with the project and therefore authorized the additional services in an amount not to exceed \$32,000;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY BOARD 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 Board does hereby authorize additional architectural services from Garcia Stromberg for the Project in an amount not to exceed \$32,000. The Director is hereby authorized, in conjunction with the Board attorney, to develop an amendment for the provision of those additional architectural services and to execute same.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
PEGGY NOLAND, MAYOR

ATTEST:

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

## **ATTACHMENT TO CRA AGENDA ITEM**

Potential revisions to Pier Redevelopment site plan to be discussed with FDEP:

1. Remove the wood deck, structure and steps to the east of the restaurant building.
2. Remove the paved terrace, directly under the 2nd level deck, at the north end of the restaurant.
3. Move the east edge of the remaining paved terrace approximately 2 feet to the west to align with the existing sea wall in front of JB's on the Beach and Ocean's 234.
4. Redesign the 2nd level deck to either
  - a) Cantilever over the Line of Construction and sand/dune and/or
  - b) Extend the width, north and south along the Line of Construction.
5. Redesign the exterior egress stair to accommodate the redesigned deck.
6. Redesign the dune system and landscape to be continuous along the east edge of the paved terrace.
7. The buildings will remain as they are, but the foundation system for the baitshop and women's restroom may change as follows:
  - a) No change to foundation, but a slight revision in the 30 year erosion projection calculation
  - b) Design the foundation piles as part of the pier system, or
  - c) Redesign the pier system so that the baitshop and women's restroom building cantilevers off of the pier.

## Keven Klopp

---

**From:** Steve Edwards, Architect [spe\_5@bellsouth.net]  
**Sent:** Thursday, March 17, 2011 3:01 PM  
**To:** Keven Klopp  
**Cc:** Jorge Garcia; Michelle Caldwell  
**Subject:** PBR - FDEP Pier Redesign Additional Services

Dear Keven,

Below is Proposal for Additional Services for the Deerfield Beach Fishing Pier

Scope of Work:

1. Remove the wood deck, structure and steps to the east of the restaurant building.
2. Remove the paved terrace, directly under the 2nd level deck, at the north end of the restaurant.
3. Move the east edge of the remaining paved terrace to align with the existing sea wall in front of JB's on the Beach and Ocean's 234. (approx. 2 feet to the west)
4. Redesign the 2nd level deck to either a) cantilever over the Line of Construction and sand/dune by 10 to 12 feet (this length was confirmed by BNI as reasonable to construct) or b) extend the width, north and south along the Line of Construction. The exterior egress stair will need to be redesigned, too.
5. Landscaping and Civil: Redesign the dune system and landscape to be continuous along the east edge of the paved terrace and buildings. Per meeting discussion.
6. The buildings will remain as they are, but the foundation system for the baitshop and women's restroom may change as follows: a) no changes, b) Volkert Engineering will design the foundation piles as part of the pier system, or c) Volkert Engineering will redesign the pier system, so that the baitshop and women's restroom building cantilevers off of the pier.

Fee Not to Exceed: \$32,000.00

Please call if you have any questions.

Thank You Very Much,

Steve Edwards

*AIA, NCARB, LEEDap*

954-675-0950

**REQUESTED ACTION:**

Discussion regarding change order for West Construction for water main replacement in the Cove Shopping Center Parking Lot.

---

**SUMMARY EXPLANATION/BACKGROUND:**

During construction of Phase 1 of the Cove Shopping Center Reconstruction project, excavation near a transite water main in the parking lot ruptured the pipe. City public works crews applied a temporary sleeve to the ruptured area to stop the leak until a permanent solution was found. At the January 21, 2011 CRA Board meeting, the Board approved funding for Keith and Associates to design the replacement of the water main. The project is currently being permitted with Broward County and is planned for installation as part of Phase 2 when work resumes on May 1, 2011.

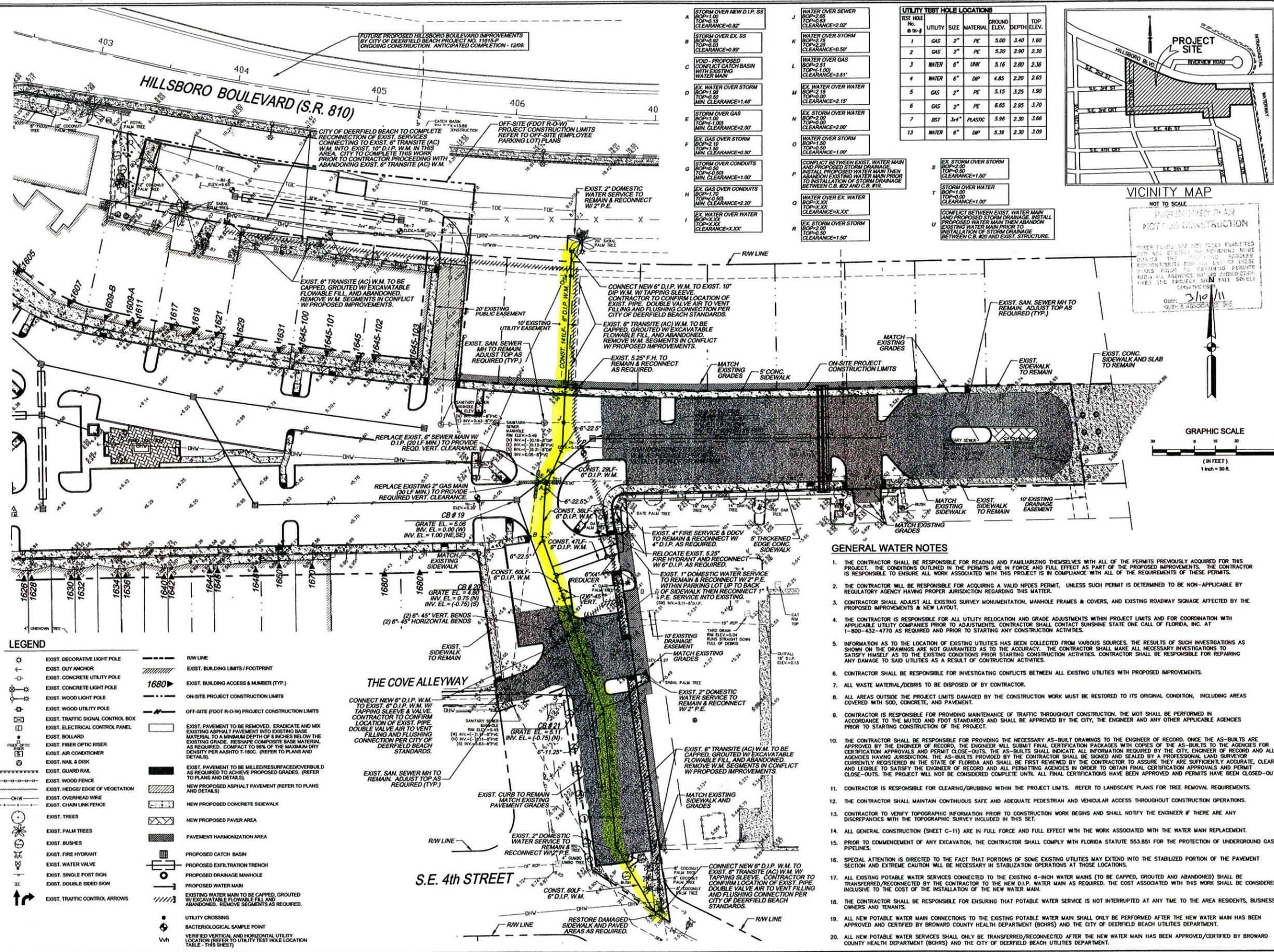
CRA staff requested the change order from West Construction so as to streamline construction activities and ensure that this work is fully integrated with parking lot reconstruction activities. As of the agenda deadline, staff were not able to arrive at a mutually satisfactory price for the work. Therefore, this item is for discussion only, pending further staff efforts to arrive at an acceptable price.

The CRA Budget contains a \$1,145,100 line item for infrastructure with funds available for this expense (190-8000-559.63-04 – Infrastructure and Capital Projects).

---

**ATTACHMENTS:**

Map of Water Main Replacement project scope



FUTURE PROPOSED HILLSBORO BOULEVARD IMPROVEMENTS BY CITY OF DEERFIELD BEACH PROJECT NO. 11915-1. ONGOING CONSTRUCTION. ANTICIPATED COMPLETION - 12/09.

CITY OF DEERFIELD BEACH TO COMPLETE RECONNECTION OF EXIST. SERVICES CONNECTING TO EXIST. 6" TRANSITE (AC) W.M. INTO EXIST. 10" D.I.P. W.M. IN THIS AREA. CITY TO COMPLETE THIS WORK PRIOR TO CONTRACTOR PROCEEDING WITH ABANDONING EXIST. 6" TRANSITE (AC) W.M.

OFF-SITE (FDOT R-O-W) PROJECT CONSTRUCTION LIMITS REFER TO OFF-SITE (EMPLOYEE PARKING LOT) PLANS

EXIST. 2" DOMESTIC WATER SERVICE TO REMAIN & RECONNECT W/ 2" P.E.

EXIST. 6" TRANSITE (AC) W.M. TO BE CAPPED, GROUTED W/ EXCAVATABLE FLOWABLE FILL, AND ABANDONED. REMOVE W.M. SEGMENTS IN CONFLICT W/ PROPOSED IMPROVEMENTS.

EXIST. 5.25" F.H. TO REMAIN & RECONNECT AS REQUIRED.

EXIST. 4" FIRE SERVICE & DDCCV TO REMAIN & RECONNECT W/ 4" D.I.P. AS REQUIRED.

EXIST. 1" DOMESTIC WATER SERVICE TO REMAIN & RECONNECT W/ 2" P.E. WITHIN PARKING LOT UP TO BACK OF SIDEWALK THEN RECONNECT 1" P.E. SERVICE INTO EXISTING.

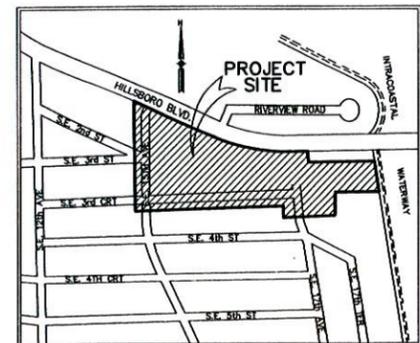
EXIST. 2" DOMESTIC WATER SERVICE TO REMAIN & RECONNECT W/ 2" P.E.

EXIST. 6" TRANSITE (AC) W.M. TO BE CAPPED, GROUTED W/ EXCAVATABLE FLOWABLE FILL, AND ABANDONED. REMOVE W.M. SEGMENTS IN CONFLICT W/ PROPOSED IMPROVEMENTS.

CONNECT NEW 6" D.I.P. W.M. TO EXIST. 6" TRANSITE (AC) W.M. W/ TAPPING SLEEVE. CONTRACTOR TO CONFIRM LOCATION OF EXIST. PIPE. DOUBLE VALVE AIR TO VENT FILLING AND FLUSHING CONNECTION PER CITY OF DEERFIELD BEACH STANDARDS.

**UTILITY TEST HOLE LOCATIONS**

TEST HOLE No.	UTILITY	SIZE	MATERIAL	GROUND ELEV.	DEPTH	TOP ELEV.
1	GAS	2"	PE	5.00	3.40	1.60
2	GAS	2"	PE	5.20	2.90	2.30
3	WATER	6"	UNK	5.16	2.80	2.36
4	WATER	6"	DP	4.85	2.20	2.65
5	GAS	2"	PE	5.15	3.25	1.90
6	GAS	2"	PE	6.65	2.85	3.70
7	BST	3/4"	PLASTIC	5.96	2.30	3.66
13	WATER	6"	DP	5.39	2.30	3.09



VICINITY MAP  
NOT TO SCALE

PRELIMINARY PLAN  
NOT FOR CONSTRUCTION

DATE: 3/10/11  
BY: KEITH ENGINEERS

**LEGEND**

	EXIST. DECORATIVE LIGHT POLE		RW LINE
	EXIST. GUY ANCHOR		EXIST. BUILDING LIMITS / FOOTPRINT
	EXIST. CONCRETE UTILITY POLE		EXIST. BUILDING ACCESS & NUMBER (TYP.)
	EXIST. WOOD LIGHT POLE		ON-SITE PROJECT CONSTRUCTION LIMITS
	EXIST. WOOD UTILITY POLE		OFF-SITE (FDOT R-O-W) PROJECT CONSTRUCTION LIMITS
	EXIST. TRAFFIC SIGNAL CONTROL BOX		EXIST. PAVEMENT TO BE REMOVED. ERADICATE AND MIX EXISTING ASPHALT PAVEMENT INTO EXISTING BASE MATERIAL TO A MINIMUM DEPTH OF 8 INCHES BELOW THE EXISTING GRADE. RESHAPE COMPOSITE BASE MATERIAL AS REQUIRED. CONTACT TO 95% OF THE MAXIMUM DRY DENSITY PER AASHTO T-100C. (REFER TO PLANS AND DETAILS).
	EXIST. ELECTRICAL CONTROL PANEL		EXIST. PAVEMENT TO BE MILLED/RESURFACED/OVERBUILT AS REQUIRED TO ACHIEVE PROPOSED GRADES. (REFER TO PLANS AND DETAILS).
	EXIST. BOLLARD		NEW PROPOSED ASPHALT PAVEMENT (REFER TO PLANS AND DETAILS)
	EXIST. FIBER OPTIC RISER		NEW PROPOSED PAVER AREA
	EXIST. AIR CONDITIONER		PAVEMENT HARMONIZATION AREA
	EXIST. NAIL & DISK		PROPOSED CATCH BASIN
	EXIST. GUARD RAIL		PROPOSED DRAINAGE MANHOLE
	EXIST. WOOD FENCE		PROPOSED WATER MAIN
	EXIST. HEDGE/EDGE OF VEGETATION		EXISTING WATER MAIN TO BE CAPPED, GROUTED W/ EXCAVATABLE FLOWABLE FILL AND ABANDONED. REMOVE SEGMENTS AS REQUIRED.
	EXIST. OVERHEAD WIRE		UTILITY CROSSING
	EXIST. CHAIN LINK FENCE		BACTERIOLOGICAL SAMPLE POINT
	EXIST. TREES		VERIFIED VERTICAL AND HORIZONTAL UTILITY LOCATION (REFER TO UTILITY TEST HOLE LOCATION TABLE - THIS SHEET)
	EXIST. PALM TREES		
	EXIST. BUSHES		
	EXIST. FIRE HYDRANT		
	EXIST. WATER VALVE		
	EXIST. SINGLE POST SIGN		
	EXIST. DOUBLE SIDED SIGN		
	EXIST. TRAFFIC CONTROL ARROWS		

**GENERAL WATER NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR READING AND FAMILIARIZING THEMSELVES WITH ALL OF THE PERMITS PREVIOUSLY ACQUIRED FOR THIS PROJECT. THE CONDITIONS OUTLINED IN THE PERMITS ARE IN FORCE AND FULL EFFECT AS PART OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR IS RESPONSIBLE TO ENSURE ALL WORK ASSOCIATED WITH THIS PROJECT IS IN COMPLIANCE WITH ALL OF THE REQUIREMENTS OF THESE PERMITS.
2. THE CONTRACTOR WILL BE RESPONSIBLE FOR ACQUIRING A VALID NPDES PERMIT, UNLESS SUCH PERMIT IS DETERMINED TO BE NON-APPLICABLE BY REGULATORY AGENCY HAVING PROPER JURISDICTION REGARDING THIS MATTER.
3. CONTRACTOR SHALL ADJUST ALL EXISTING SURVEY MONUMENTATION, MANHOLE FRAMES & COVERS, AND EXISTING ROADWAY SIGNAGE AFFECTED BY THE PROPOSED IMPROVEMENTS & NEW LAYOUT.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY RELOCATION AND GRADE ADJUSTMENTS WITHIN PROJECT LIMITS AND FOR COORDINATION WITH APPLICABLE UTILITY COMPANIES PRIOR TO ADJUSTMENTS. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA, INC. AT 1-800-432-4770 AS REQUIRED AND PRIOR TO STARTING ANY CONSTRUCTION ACTIVITIES.
5. INFORMATION AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN COLLECTED FROM VARIOUS SOURCES. THE RESULTS OF SUCH INVESTIGATIONS AS SHOWN ON THE DRAWINGS ARE NOT GUARANTEED AS TO THE ACCURACY. THE CONTRACTOR SHALL MAKE ALL NECESSARY INVESTIGATIONS TO SATISFY HIMSELF AS TO THE EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO SAID UTILITIES AS A RESULT OF CONSTRUCTION ACTIVITIES.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR INVESTIGATING CONFLICTS BETWEEN ALL EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS.
7. ALL WASTE MATERIAL/DEBRIS TO BE DISPOSED OF BY CONTRACTOR.
8. ALL AREAS OUTSIDE THE PROJECT LIMITS DAMAGED BY THE CONSTRUCTION WORK MUST BE RESTORED TO ITS ORIGINAL CONDITION, INCLUDING AREAS COVERED WITH SOO, CONCRETE, AND PAVEMENT.
9. CONTRACTOR IS RESPONSIBLE FOR PROVIDING MAINTENANCE OF TRAFFIC THROUGHOUT CONSTRUCTION. THE NOT SHALL BE PERFORMED IN ACCORDANCE TO THE MUTCD AND FDOT STANDARDS AND SHALL BE APPROVED BY THE CITY, THE ENGINEER AND ANY OTHER APPLICABLE AGENCIES PRIOR TO STARTING CONSTRUCTION OF THE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY AS-BUILT DRAWINGS TO THE ENGINEER OF RECORD. ONCE THE AS-BUILTS ARE APPROVED BY THE ENGINEER OF RECORD, THE ENGINEER WILL SUBMIT FINAL CERTIFICATION PACKAGES WITH COPIES OF THE AS-BUILTS TO THE AGENCIES FOR CERTIFICATION APPROVALS AND PERMIT CLOSE-OUTS. THE AS-BUILTS SHALL INDICATE ALL INFORMATION REQUIRED BY THE CITY, ENGINEER OF RECORD AND ALL AGENCIES HAVING JURISDICTION. THE AS-BUILTS PROVIDED BY THE CONTRACTOR SHALL BE SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR CURRENTLY REGISTERED IN THE STATE OF FLORIDA AND SHALL BE FIRST REVIEWED BY THE CONTRACTOR TO ASSURE THEY ARE SUFFICIENTLY ACCURATE, CLEAR AND LEGIBLE TO SATISFY THE ENGINEER OF RECORD AND ALL PERMITTING AGENCIES IN ORDER TO OBTAIN FINAL CERTIFICATION APPROVALS AND PERMIT CLOSE-OUTS. THE PROJECT WILL NOT BE CONSIDERED COMPLETE UNTIL ALL FINAL CERTIFICATIONS HAVE BEEN APPROVED AND PERMITS HAVE BEEN CLOSED-OUT.
11. CONTRACTOR IS RESPONSIBLE FOR CLEARING/GRUBBING WITHIN THE PROJECT LIMITS. REFER TO LANDSCAPE PLANS FOR TREE REMOVAL REQUIREMENTS.
12. THE CONTRACTOR SHALL MAINTAIN CONTINUOUS SAFE AND ADEQUATE PEDESTRIAN AND VEHICULAR ACCESS THROUGHOUT CONSTRUCTION OPERATIONS.
13. CONTRACTOR TO VERIFY TOPOGRAPHIC INFORMATION PRIOR TO CONSTRUCTION WORK BEGINS AND SHALL NOTIFY THE ENGINEER IF THERE ARE ANY DISCREPANCIES WITH THE TOPOGRAPHIC SURVEY INCLUDED IN THIS SET.
14. ALL GENERAL CONSTRUCTION (SHEET C-11) ARE IN FULL FORCE AND FULL EFFECT WITH THE WORK ASSOCIATED WITH THE WATER MAIN REPLACEMENT.
15. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
16. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME EXISTING UTILITIES MAY EXTEND INTO THE STABILIZED PORTION OF THE PAVEMENT SURFACE AND EXTREME CAUTION WILL BE NECESSARY IN STABILIZATION OPERATIONS AT THOSE LOCATIONS.
17. ALL EXISTING POTABLE WATER SERVICES CONNECTED TO THE EXISTING 6-INCH WATER MAINS (TO BE CAPPED, GROUTED AND ABANDONED) SHALL BE TRANSFERRED/RECONNECTED BY THE CONTRACTOR TO THE NEW D.I.P. WATER MAIN AS REQUIRED. THE COST ASSOCIATED WITH THIS WORK SHALL BE CONSIDERED INCLUSIVE TO THE COST OF THE INSTALLATION OF THE NEW WATER MAIN.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT POTABLE WATER SERVICE IS NOT INTERRUPTED AT ANY TIME TO THE AREA RESIDENTS, BUSINESS OWNERS AND TENANTS.
19. ALL NEW POTABLE WATER MAIN CONNECTIONS TO THE EXISTING POTABLE WATER MAIN SHALL ONLY BE PERFORMED AFTER THE NEW WATER MAIN HAS BEEN APPROVED AND CERTIFIED BY BROWARD COUNTY HEALTH DEPARTMENT (BCHRS) AND THE CITY OF DEERFIELD BEACH UTILITIES DEPARTMENT.
20. ALL NEW POTABLE WATER SERVICES SHALL ONLY BE TRANSFERRED/RECONNECTED AFTER THE NEW WATER MAIN HAS BEEN APPROVED/CERTIFIED BY BROWARD COUNTY HEALTH DEPARTMENT (BCHRS) AND THE CITY OF DEERFIELD BEACH UTILITIES DEPARTMENT.

DATE: FEBRUARY 2009  
SCALE: 1:30  
DRAWN BY: M.C.  
DESIGN BY: M.C.  
CHECKED BY: P.M.

REVISION

NO.	DATE	DESCRIPTION

MICHAEL GUINAGUI, P.E.  
FLORIDA REG. NO. 56042  
(FOR THE FIRM)

**KEITH**  
consulting engineers  
301 EAST ATLANTIC BOULEVARD  
POMPANNO BEACH, FLORIDA 33060-6643  
(954) 786-3400 FAX (954) 786-3500  
STATE OF FLORIDA CERTIFICATE OF  
AUTHORIZATION NUMBER - 1728

**THE COVE SHOPPING CENTER**  
**PHASE I - PARKING LOT IMPROVEMENTS**  
**WATER MAIN REPLACEMENT PLAN**  
BROWARD COUNTY, FLORIDA  
CITY OF DEERFIELD BEACH

SHEET NO. **C-17**

PROJECT NO. **04065.23**

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**REQUESTED ACTION:**

Approve Commercial Façade loan to 7-Eleven (1991 NE 2<sup>nd</sup> Street) for dumpster relocation in an amount not to exceed \$10,000.

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**SUMMARY EXPLANATION/BACKGROUND:**

Two unenclosed dumpsters currently occupy the first three parking spaces in the front parking lot of the 7-Eleven convenience store. The dumpsters are an unsightly welcome to visitors traveling northbound on A1-A through the Deerfield Beach S-Curve. 7-Eleven does not have access to the rear of its property due to the zero lot line layout of the property. Historically, 7-Eleven accessed dumpsters in the rear of the property via the former gas station. When Antilla Plaza was redeveloped in 2005, a concrete block wall was installed between the two properties that terminated 7-Eleven's access to the rear of its property. At that time, the dumpsters were relocated to the front of the property and have been an eyesore ever since.

CRA staff have worked with the owners of 7-Eleven and the adjacent Antilla Plaza to craft an agreement whereby the dumpsters would be eliminated from the front of 7-Eleven. The agreement calls for Antilla Plaza to construct a dumpster enclosure large enough for both properties to share. 7-Eleven will use the dumpsters via a proposed pedestrian opening in the concrete block wall between the properties. Antilla Plaza, recognizing the benefit of not having dumpsters directly adjacent to their newly improved building, is participating in the arrangement by "hosting" the enlarged dumpster on its property. The dumpsters will be regularly serviced by City sanitation via Antilla Plaza's property. Both parties will share the cost of maintenance. The arrangement is detailed in a two-party agreement and will remain in effect for a minimum of 5 years.

The construction of dumpster enclosures is an allowable expense under the Commercial Façade Program. While the physical improvement is not being made to 7-Eleven's property, the main benefactor of the improvement is 7-Eleven – therefore 7-Eleven will be the applicant. 7-Eleven will contract with Antilla Plaza's general contractor to construct the \$20,000 improvement. CRA staff is recommending the project for funding in an amount not to exceed \$10,000, payable on a 50/50 reimbursement basis, under the program due to the project's elimination of an eyesore.

The Board is being asked to authorize funding for the project in an amount not to exceed \$10,000. This is a budgeted expense (190-8000-552.39-59 – Commercial Façade).

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**ATTACHMENTS:**

**7-Eleven Commercial Façade program application  
Photo of dumpsters in 7-Eleven front parking lot  
Resolution**



**DEERFIELD BEACH  
COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FAÇADE FUNDING PROGRAM**

- **ELIGIBILITY CRITERIA**
- **APPLICATION**
- **CHECKLIST**

**Please read instructions thoroughly before completing application. Use checklist to verify that all required documentation is included. Application must be signed and dated. Incomplete applications will not be considered for funding.**

**For any questions, contact:**

**City of Deerfield Beach  
Community Redevelopment Agency  
Keven R. Klopp, Director  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441  
(954) 480-4222 T  
kklopp@Deerfield-Beach.com**

## **FUNDING:**

1. All funding is subject to approval by the Deerfield Beach Community Redevelopment Agency (CRA) Board.
2. The recipient must be the property owner, as evidenced by a deed.
3. Applicants may receive funding on a one-to-one (public to private) matching basis. The funds will be provided as a reimbursement once all work is complete. One hundred percent of all backup documentation is required prior to reimbursement, including copies of all City of Deerfield Beach building permits and completed inspection reports for the project. The maximum funding amount is \$100,000 – most projects will qualify for less than the maximum based upon building size as explained below. Furthermore, all projects are eligible to receive at least \$12,500 regardless of building size.
4. All private funds must be invested and related work elements completed prior to the release of CRA funds. The owner will be responsible for any and all debt incurred.
5. All funds provided by the CRA shall be in the form of a Deferred Payment Note filed as a lien on the property title to ensure the maintenance and protection of funded improvements for a five-year period.
6. Repayment is required if, prior to a five-year period, property ownership transfers or funded improvements are removed or otherwise unmaintained. Otherwise, after five years the lien will be released.
7. Funding for the Commercial Façade Program is reserved on a first come – first served basis subject to eligibility and the annual budget allocation for the program. An application which is not funded solely because program funds are depleted may be resubmitted on the first day of the following fiscal year and thereby secure its place in line.

### **CRITERIA:** (Threshold criteria that all applicants must meet)

1. The project must be for commercially-zoned or community-facility zoned property in the Community Redevelopment Area.
2. The application package must be complete.
3. Project design must be consistent with the design criteria adopted in the Community Redevelopment Plan.

### **SCORING:** 50 points possible. Must score 20 points or more to be given consideration

- Up to ten points based upon whether the project is **VISIBLE** with major/substantial community neighborhood impact (i.e. a structural modification/change will score higher than a “paint-over”). Roofs will be considered if the improvements are visible from the public right-of-way (not including unimproved right-of-way and/or alleys).
- Up to ten points based upon whether the project prevents, diminishes or eliminates a blighting condition.
- Up to ten points based upon whether the project reduces or eliminates unsafe conditions for employees and/or customers.

- Up to ten points based upon whether the applicant commits to provide more than 50% of the total project funds (CRA funds match is less than 1 to 1).
- Up to ten points based upon whether the application is for a “partner project” which will upgrade two or more separately-owned properties simultaneously, thus giving greater impact and visibility to the project.

## **CALCULATION OF MAXIMUM FUNDING AMOUNT**

<b>1<sup>st</sup> Floor</b>	<b>\$200 per lineal foot of building frontage</b>
<b>Top Floor</b>	<b>\$150 per lineal foot of building frontage (if improvement required)</b>
<b>Additional Floors</b>	<b>\$50 per lineal foot of building frontage (if being improved)</b>

## **ELIGIBLE EXPENSES:**

1. Exterior improvements that protect the structural integrity of the building provided the improvements are visible from the public right-of-way (not including unimproved right-of-way and/or alleys).
2. Exterior lighting
3. Landscape improvements
4. Awnings
5. Signage
6. Painting/Stucco/Siding
7. Site amenities such as dumpster enclosures and/or concrete paver features provided the improvements are visible from the public right-of-way (not including unimproved right-of-way and/or alleys).

## **PLEASE ATTACH THE FOLLOWING TO THE APPLICATION:**

1. Copy of Deed/Proof of Ownership
2. Estimates/quotes/bids for all costs associated with the project from a licensed architect, engineer or contractor (“Sweat equity” hours will not be credited).
3. Complete, written description of all rehabilitation work planned (typed or printed).
4. Detailed concept drawings of improvements prepared by a registered architect, landscape architect or engineer including measured and labeled elevations clearly indicating building height and lineal feet of building frontage.
5. 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.
6. Proof of insurance coverage (Please ask your insurance agent for the Accord Form).
7. Anticipated time frame for improvements.

## **APPLICATION PROCESS:**

No improvements are to begin prior to Community Redevelopment Agency Board approval. Improvements started before board approval will not be reimbursed.

1. Completed application packets are to be submitted to the CRA. Mail or hand deliver the application with all attachments to:

Keven Klopp  
Community Redevelopment Agency  
City of Deerfield Beach  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441

2. CRA Staff will review application for consistency with CRA Plan and Program Criteria.
3. CRA design committee will review and rank completed applications.
4. Award of funding is subject to approval by the Deerfield Beach Community Redevelopment Agency (CRA) Board.

## **REIMBURSEMENT PROCESS:**

1. If approved by the CRA Board, property owner may then proceed to begin work (proper City of Deerfield Beach building permits required).
2. Upon full completion of the improvements, property owner should deliver copies of all receipts for the improvements listed on the initial application to the CRA.
3. Itemized receipts must clearly demonstrate that the contractors and/or suppliers have been paid in full by the applicant. Each receipt must clearly cite the applicant as the payor. If the applicant's name is not listed on the receipt as such, any costs contained therein will not be reimbursed. Additional improvements not approved as part of the original application will not be reimbursed.
4. Copy of the release of contractor lien on property.
5. Property owner must provide copies of all applicable City of Deerfield Beach building permits and completed inspection reports obtained for improvements when submitting receipts.
6. Color photo essay of completed project.
7. All copies of receipts, permits, inspection reports, releases and photos must be submitted at same time. Only one reimbursement check will be processed for any one applicant. There will be no partial reimbursements.
8. Any documentation submitted by the property owner becomes public record and will be kept on file with the Deerfield Beach Community Redevelopment Agency.

**DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY**

**COMMERCIAL FAÇADE PROGRAM**

**APPLICATION**  
*(PLEASE TYPE OR PRINT)*

Applicant's Name: 7-Eleven, Inc.

Phone: 407-532-2055

Mailing Address: 1300 Lee Rd.

Orlando, FL 32810

Property Address: 1991 N.E. 2nd St. @ 12th St.

Deerfield Beach, FL 33441

Business Name: 7-Eleven #10440

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

Signposter relocation & enclosure

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

Total Cost of Project: \$19,981.00

CRA Funds Requested: 10,000.00

## 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**

 3-17-11

**END OF APPLICATION**

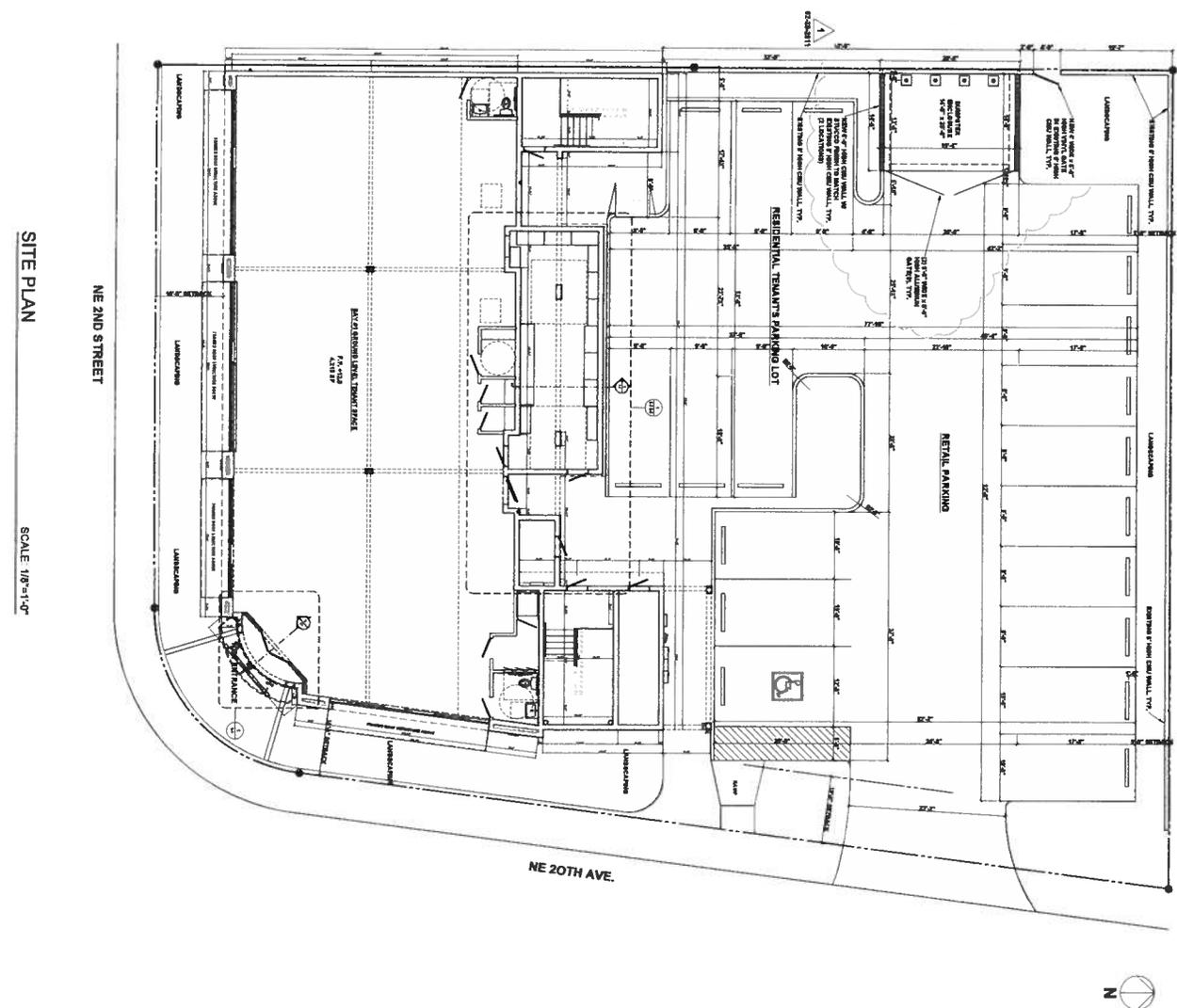
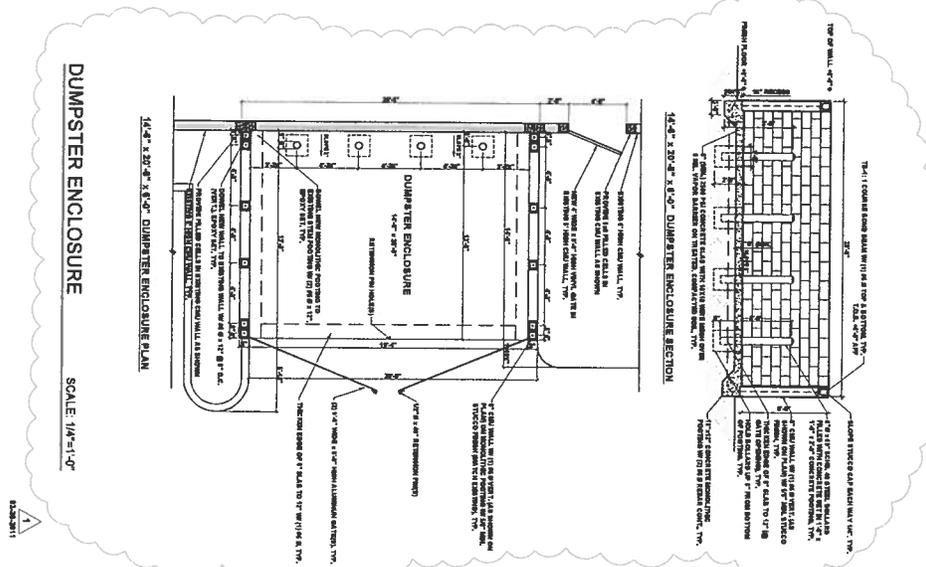
## CHECKLIST

**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.**



SP-1  
PROJECT NO.  
21048

ISSUED BY:  
KDB

REVISIONS:  
12-08-2011 REVISED NEW ENTRY  
02-18-2011 ADDED TP COVER IN EXIST. WEST. F. CSU  
WALL 10' 4" TO 8' HIGH OVER COLD & (D) P-W GATES  
02-24-2011 RESUBMITTAL SET  
02-28-2011 REVISED DUMPSTER ENCLOSURE - ADD DETAIL

DESIGNED BY:  
TED DAVIS

DATE:  
02-28-2011

**DEERFIELD BEACH BILLABONG STORE**

GROUND LEVEL INTERIOR RENOVATION  
ANTILLA PLAZA II, 1997 S.R. 11A  
DEERFIELD BEACH, FLORIDA

**THEODORE E. DAVIS**  
ARCHITECT AND ASSOCIATES, P.A.

1251 West Indianshore Road Suite 101 Jupiter, Florida 33406  
Phone 561-744-7790 Fax 561-744-4775  
AR-4915 ACC 091629



Nothing here is to be construed as a contract. The client shall be responsible for obtaining all necessary permits and approvals. The architect shall not be responsible for the construction of the project.

**CAMELOT CONSTRUCTION  
MANAGEMENT INC.**

**“WE MEET OR EXCEED OUR CLIENTS  
EXPECTATIONS”**

**February 28, 2011**

**To whom it may concern;**

**Construction cost Breakdown**

<b>Architectural fee to redraw site plan</b>	
<b>\$800</b>	<b>Landscape Architectural fee to redraw</b>
<b>landscape plan</b>	<b>for submittal to</b>
<b>City</b>	<b>\$650</b>
<b>Building and Engineering Dept Permitting</b>	
<b>\$500</b>	
<b>Engineering and architectural fee to increase size of</b>	
<b>dumpster from 12' to 24' and provide sealed drawings.</b>	
<b>\$2,500</b>	<b>Sitework</b>
	<b>\$1,500</b>
<b>Form footer, pour and finish additional 225 square feet</b>	
<b>of pad, with 2 additional bollards.</b>	
<b>\$5,500</b>	<b>additional</b>
<b>PVC gate 12' wide with steel frame and roller</b>	<b>assembly</b>
	<b>\$1,200</b>
<b>opening in existing wall and install 2 new concrete</b>	<b>Cut 4'</b>
<b>columns</b>	
<b>on both sides of opening, labor and materials</b>	<b>\$3,200</b>
<b>Stucco and paint to match existing</b>	
<b>\$650</b>	<b>New 4' PVC gate with double cylinder deadbolt</b>
<b>\$525</b>	<b>Stepping stone walkway from rear of 7-11 to</b>
<b>front of</b>	<b>dumpster enclosure</b>
	<b>\$350</b>
	<b>15% general contracting fee</b>
	<b>\$2,606</b>
	<b>Total</b>
	<b>\$19,981.00</b>

**14391 62<sup>nd</sup> court north Loxahatchee Florida 33470**

**Main 561-516-9177 fax561-623-8656**  
**riksquadrito@gmail.com**

THIS DOCUMENT PREPARED BY  
AND WHEN RECORDED MAIL TO:

J Donald Stevenson, Jr.  
7-Eleven, Inc  
Legal Department  
One Arts Plaza  
1722 Routh Street, Suite 1000  
Dallas, Texas 75201-2506

ADDRESS FOR TAX NOTICES:

7-Eleven, Inc  
Attn: Ad Valorem Tax Dept  
(Location 10440)  
One Arts Plaza  
1722 Routh Street, Suite 1000  
Dallas, Texas 75201-2506

NO5-446627A

Tax Parcel No 4843 05 02 2110

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED given as of this 22<sup>nd</sup> day of FEBRUARY 2011, by EVERCORE TRUST COMPANY, NATIONAL ASSOCIATION, solely in its capacity as Trustee of the 7-ELEVEN, INC. EMPLOYEES' TRUST (formerly known as The Southland Employees' Trust) under Trust Agreement dated November 15, 1991, as amended and restated from time to time, the original of which is on file in the offices of 7-Eleven, Inc, One Arts Plaza, 1722 Routh Street, Suite 1000, Dallas, Texas 75201-2506 ("Grantor"), to 7-ELEVEN, INC., a Texas corporation, with principal offices at One Arts Plaza, 1722 Routh Street, Suite 1000, Dallas, Texas 75201-2506 ("Grantee");

**WITNESSETH:**

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, aliened, remised, released, conveyed, confirmed and sold, and by these presents does grant, bargain, alien, remise, release, convey, confirm and sell unto Grantee that certain property situated in the County of Broward, State of Florida, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

BEING AND INTENDED TO BE the same property conveyed to Grantor by Warranty Deed dated March 31, 1976, recorded August 10, 1976, in Book 6683, at Page 304, of the Official Public Records of Broward County, Florida.

SUBJECT TO current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; covenants, restrictions, reservations, rights, rights-of-way and easements of record; zoning ordinances or statutes and building use and occupancy restrictions of public record; all public and private roads and easements; and any encroachments

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, belonging or in anywise appertaining, unto and for the proper use only, benefit and behoof forever of Grantee, its successors and assigns in fee simple

GRANTOR HEREBY CERTIFIES that this conveyance is not part of a transaction effecting a sale, lease exchange or other transfer of all or substantially all of the properties or assets of Grantor in the State of Florida.

AND GRANTOR HEREBY COVENANTS that it is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed on the day and year first above written

**EVERCORE TRUST COMPANY,  
NATIONAL ASSOCIATION**, solely in its capacity as Trustee of the 7-Eleven, Inc Employees' Trust (formerly known as The Southland Employees' Trust)

Signed in the presence of:

Demi Tupua  
Witness

Demi Tupua  
Printed Name

[Signature]  
Witness

MYRA GARCIA  
Printed Name

By: Richard C. Murray  
Richard C. Murray  
Senior Vice President



**EXHIBIT A**

The East 37 5 feet of Lot 33 and the West 25 0 feet of Lot 34, Block 11, Ocean Vue, according to the plat thereof, recorded in Plat Book 3, Page 34, Public Records of Broward County, Florida.

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168976 01

Exhibit A

Location 10440  
1991 NE 2nd Street  
Deerfield Beach  
Broward Co., FL



1991

NOW  
HIRING

CITIBANK



RESOLUTION NO. 2011/\_\_\_\_\_

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING 7-ELEVEN REQUEST FOR COMMERCIAL FAÇADE IMPROVEMENT GRANT FUNDING FOR 1991 NE 2<sup>ND</sup> STREET (7-ELEVEN) FOR \$10,000.**

**WHEREAS**, the CRA wishes to encourage improvements to businesses in the CRA District,

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

**WHEREAS**, 7-Eleven submitted an application for Commercial Façade Improvement Grant funding in the amount of \$10,000; 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 \$10,000 in funding from the Commercial Façade Improvement Program to 7-Eleven for improvements to 1991 NE 2<sup>nd</sup> Street (7-Eleven), 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 \_\_\_\_\_, 2011.

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

ATTEST:

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

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**REQUESTED ACTION:**

Authorize a budget transfer of \$75,000 from CRA Budget line item 190-8000-559.63-04 (Infrastructure and Capital Improvements) to line item 190-8000-552.32-99 (Other Contractual Services) to begin to study conditions in the Main Beach Parking Lot area.

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**SUMMARY EXPLANATION/BACKGROUND:**

The CRA Board is being asked to authorize a budget transfer from the Infrastructure and Capital Improvements Line in the CRA Budget to the Other Contractual Services Line in the CRA Budget. A preliminary study of the city's parking lots and rights of way in the vicinity of Hillsboro Boulevard, SE 1<sup>st</sup> Street, SE 2<sup>nd</sup> Street, A1-A and Ocean Way is necessary. The preliminary study would be the basis for enhancements to the area to improve traffic circulation to and from the Main Beach Parking Lot, traffic circulation within the parking lots, drainage, solid waste management, emergency services access, landscaping, and lighting. Objectives will also include maximizing available parking areas and installing a new pay and display payment system.

The investigative portion of the project will develop a topographical survey, secure geotechnical data and perform traffic counts. The initial data gathering will provide staff with valuable information to evaluate and formulate proposed parking lot enhancements. The conceptual plan will be vetted with City stakeholders, City development review staff and outside regulators.

The transfer of funds is being requested to make money available in the Other Contractual Services budget for a preliminary consultant study. Adequate funds are available in the Infrastructure and Capital Improvements budget to fund the transfer. The transfer itself does not authorize the expenditure of funds; it would simply make the funds available for this purpose. If the budget transfer is approved, a specific proposal and scope will be developed and presented for the CRA Board consideration at its April meeting.

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**ATTACHMENTS:**

None

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**REQUESTED ACTION:**

Approve a Resolution to amend the Deerfield Beach CRA Plan and authorize staff to process CRA Plan Amendment.

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**SUMMARY EXPLANATION/BACKGROUND:**

The Deerfield Beach CRA Plan was last updated in 2007. The CRA has experienced significant economic and physical changes since the last update. At the direction of the CRA Board, staff recently held a series of public meetings to solicit public input on the short term capital strategy of the CRA over the next 5 years. This direction has been translated into the 5 Year Capital Improvements Plan which will be used by staff to manage projects and the budget for the next 5 years. In order to undertake some of the new projects identified through the CIP process and to maintain an up to date CRA Plan, the CRA Board is being asked to approve an Amendment to the CRA Plan that updates its strategy content and to authorize staff to process a plan amendment.

The proposed Amendment consists of the following changes to the CRA Plan:

- Deleting language referring to the reconfiguration of traffic patterns in the S-Curve area
- Deleting language referring to land acquisition for structured parking where such parking has already been achieved
- Deleting language referring to mixed-use development in the residential neighborhood known as Cove Gardens
- Inserting specific land acquisition opportunities and goals as outlined in the Master Real Estate Plan
- Inserting language allowing the CRA to maintain projects that have been improved using Tax Increment funds
- Inserting specific language regarding the revitalization and expansion of Sullivan Park
- Inserting specific language regarding development of a linear park/entryway feature with parking at the intersection of Hillsboro Boulevard and A1-A.
- Inserting language specific to pedestrian enhancements on City streets within the CRA

Upon CRA Board approval of this update, staff will forward the proposed amendment through the approval process outlined by Florida Statutes Chapter 163, Part III.

There is no budget impact of this action.

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**ATTACHMENTS:**

**Proposed amended Deerfield Beach CRA Plan  
Approval process and schedule  
Resolution**

Subarea II extends generally along the southside of Hillsboro Boulevard from the Intracoastal Waterway west through the Cove Shopping Center and through to the Palm Aire Hillsboro Square Shopping Center to Federal Highway. It also incorporates Sullivan Park and the vacant restaurant building adjacent to Riverview Road north of Hillsboro Boulevard at the Intracoastal Waterway.

Single-family neighborhoods exist in this Subarea south of the Cove Shopping Center, and a mix of single-family and multi-family blocks occur between The Cove and Palm Aire commercial centers. The Cove Shopping Center represents the traditional “downtown” of the City to many long-time Deerfield Beach residents.

**Figure 3. Aerial view of A1A ‘S’ Curve**



The vacant Galleria Building fronts the south side of Hillsboro Boulevard just east of Federal Highway. This immense building, referred to by many in the community as the “White Elephant,” is 125,000 square feet in size with sub-surface parking and has been vacant since the year it was constructed, 1984. More than any other building in the City, the Galleria Building signifies the glaring need for redevelopment of this area for many residents and business owners

**Figure 4. The “White Elephant”**

The vacant Galleria Building fronts the south side of Hillsboro Boulevard just east of Federal Highway. This immense building, referred to by many in the community as the “White Elephant,” is 125,000 square feet in size with sub-surface parking and has been vacant since the year it was constructed, 1984. More than any other building in the City, the Galleria Building signifies the glaring need for redevelopment of this area for many residents and business owners

### ***C. Land Use and Zoning***

**Figures 6 and 7** show the existing Land Use and Zoning patterns, respectively, in the Redevelopment Area. The Beach Subarea has a central commercial area surrounded by

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relatively high-density residential uses except for a few single-family neighborhoods. Two-story motel uses, (many in converted single-family structures), are prevalent along SR A1A and on east west cross streets to Ocean Way (21<sup>st</sup> Avenue). Low-density neighborhoods exist with a mix of single-family homes, duplexes and multi-family parcels northwest of the central commercial district.

Subarea II is primarily commercial in nature and is dominated by the presence of the Cove and ~~Palm Aire~~ Hillsboro Square shopping centers. Medium density residential neighborhoods exist south of the Cove Shopping Center (**Figure 5**). Mixed single-family and multi-family parcels predominate between Southeast 12<sup>th</sup> and 15<sup>th</sup> Avenues. Overall, the Beach/Cove Redevelopment Area has thirty-eight acres of commercially zoned land and fifty-eight acres zoned for medium-to-high density residential uses.



**Figure 5: Cove Shopping Center**

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### ***The Cove /~~Palm Aire~~Hillsboro Square Shopping Areas***

~~A central green space and pedestrian/vehicular promenade is planned to replace renovate the central parking lots in the Cove Shopping Center is underway, and an improvement project in continue through the residential area to the west is imminent. These projects will complement the revitalization which occurred at and the Palm Aire Shopping Center (now Hillsboro Square) at Federal Highway. This will create a “main street” for Deerfield Beach, connecting the two shopping areas at either end and reinforcing their function. The design could create room for special events, outdoor dining and pedestrian browsing. A pedestrian link in the form of a waterfront park is planned to be extended from The Cove Restaurant and Charlie’s Crab area along the Intracoastal Waterway and under the Hillsboro Boulevard Bridge to Sullivan Park. A pedestrian link will also be enhanced along Hillsboro Boulevard to the Beach. Redevelopment of existing and new storefronts to include porticos and landscaping is planned. Improved sidewalks between Hillsboro Square and the Cove Shopping Center are planned to promote non-vehicular travel in the neighborhood.~~

A parking lot and/or structure or structures will be needed to accommodate displaced space and to provide incentive for new retail development.

### ***Beach Area***

~~To enhance the sense of arrival on the Beach, Hillsboro Boulevard will be improved east of SR A1A, and a new road project is planned to be built northbound behind the revitalized Howard Johnson (now Wyndham) Hotel, and the beachfront block of development. To reinforce the vitality of the Beach retail area, a streetscape/pedestrian promenade proposed along existing SR A1A, which will be remain two-way from the turn at the Pier to Hillsboro Boulevard. This could create the equivalent of a large roundabout or two-way roadway pair.~~

~~On the beach, the existing road streetscape in front of the WyndhamHoward Johnson is proposed to become a pedestrian only beach walk from the Pier to Hillsboro Boulevard, and the streetscape extended to the south end of the CRA district will be maintained. Land on the beach north of the Pier is recommended for a combination of open space and civic uses — perhaps parking and a restaurant. Parking elsewhere will be either at grade structured as needed to replace and increase public access to the area.~~

The entire Beach area will receive pedestrian improvements in the form of ADA compliant sidewalks.

## ***D. Transportation and Pedestrian Improvements***

Recommended transportation and pedestrian improvements include:

- ~~• An additional roadway from Hillsboro Boulevard, behind the first block of development on the beach (including Howard Johnson) to SR A1A at the east end of NE 2<sup>nd</sup> Street. This would effectively become an extension of NE 21<sup>st</sup> Avenue to Hillsboro Boulevard, and would incorporate NE 20<sup>th</sup> Terrace. It would cut through the existing Howard Johnson's parking lot and provide a two-way alternative to SR A1A.~~
- Streetscape improvements on SR A1A from the east end of the "S" Curve (or NE 2<sup>nd</sup> Avenue), west to NE 20<sup>th</sup> Avenue and south to Hillsboro Boulevard. These improvements will include two lanes of vehicular traffic, a full bike lane, and landscape and walkway improvements on both sides. Street parking will occur in islands parallel to the roadway.
- Additional streetscape improvements on SR A1A south of Hillsboro Boulevard, and north of NE 2<sup>nd</sup> Street, including landscaping and sidewalks.
- ADA compliant sidewalks will be extended into the neighborhoods throughout the CRA to encourage pedestrian activity and to make the area more "walkable".
- Streetscape improvements on Hillsboro Boulevard west to Federal Highway, including landscaped walkways will be completed and maintained.
- ~~• A new "main street" boulevard from the Cove Shopping Center Restaurant, through the Cove Shopping Center, and potentially connecting to the Palm Aire Shopping Center through the residential area in between.~~
- Parking lots and/or structures are recommended for the Cove Shopping Center and the retail area on the beach, and the south end of the redevelopment area on the beach. Parking structures may be incorporate ground level retail.
- A linear walk along the Intracoastal Waterway connecting the marina to the south of the Cove Restaurant to the restaurant north a revitalized and expanded of Sullivan Park.

- Streetscape improvements from the Pier to the south end of the redevelopment area, ~~and potentially closing the street to pedestrian traffic from NE 2<sup>nd</sup> Street to where Hillsboro Boulevard meets the beach.~~ This will be maintained, including landscaping and hardscaping improvements.
- Pedestrian connection from the Pier to the public beach at NE 3<sup>rd</sup> Street.
- Public sponsorship may be needed in the development of parking structures on the beach and in the Cove Shopping Center area.

### ***E. Park and Recreation Facilities***

Plans for these improvements include:

- Increased open space to the north of the Pier along the Beach Sullivan Park, including indoor activity space, CRA offices, and park management space.
- ~~Open space in the middle of the “main street” boulevard in the Cove Shopping Center.~~
- A pocket park, entry feature with parking and pedestrian mall from the Pier south amenities along NE 21<sup>st</sup> Avenue to A1A at Hillsboro Boulevard, and an improvement of the pedestrian walkway to the south end of the redevelopment area.

### ***F. Business Façade Improvements***

Façade loan programs are recommended for the Beach commercial district, and the Cove and Palm Aire shopping areas.



**Figure 15: Existing commercial facade**

### ***G. Urban Design Concepts***

The following are primary urban design concepts that underlie the Plan.

- The desired architectural style is “Old Florida” or “Key West”, with a “village” context.
- To create pedestrian linkages from Federal Highway to the beach. These linkages could be landscaped with separation from vehicular traffic and safety and aesthetic consideration given to crosswalks.
- In the retail districts, parking is recommended in islands alternating with landscaped areas. Walkways will be inside and then porticos are recommended between walkways and storefronts. The porticos and a part of the walkway may be used for outside vending or dining.
- On the beach, the basic design of the new walkway south of the redevelopment area could be applied to the walkway within the redevelopment area. ~~The area between the Pier and Hillsboro Boulevard will be considered for pedestrians only.~~
- Major streets should be landscaped and pedestrian crosswalks designed for aesthetic appeal and safety.
- Along the Intracoastal Waterway, it is recommended that pedestrian ways be comfortable for many people to traverse, with seating areas and landscaping.
- Parking should be integrated into commercial redevelopment projects to maximum extent feasible and distributed throughout the redevelopment area.
- Specially designed signage themes may also be considered.
- Special lighting with a unified character may be considered to add character to public

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moderate-income rental households in and near the CRA Area in 1990. For owner occupied households, seventy-nine were in the low-income range and forty were in the moderate-income category. The CRA Plan is not expected to significantly impact these households. The implementation of the Plan is expected to create a greater diversity of housing and job opportunities for current CRA residents and persons relocating to the Area. The Redevelopment Plan does not propose acquisition of any low or moderate income housing units. Therefore, no relocation of residents requiring replacement affordable housing will be anticipated.

The City provides for affordable housing on a citywide basis and the Redevelopment Plan recommends that eligible sites in the CRA Area be given special priority status as part of the City's overall affordable housing program. However, due to the identified problems of affordable housing ownership and housing deterioration within the redevelopment area, the City will actively market the availability of SHIP (State Housing Initiatives Partnership) funds for First Time Home Buyers and Minor Home Repair programs. The City's First Time Home Buyers Program provides up to \$10,000 for purchase assistance to first time home buyers, the program assists low and moderate income families. The City's Minor Home Repairs Program provides a five year deferred payment loan (\$10,000 per household) for home maintenance, including roof repairs, window replacement, exterior repairs, and to correct code violations.

The Redevelopment Plan does not propose any increase in residential densities beyond those currently allowed by the City's Comprehensive Plan. ~~However, the Redevelopment Plan will call for new housing opportunities in the existing Cove and Palm Aire shopping areas, by recommending the creation of mixed-use districts in those areas. The intent of these mixed-use districts will be to allow rental and ownership housing opportunities in these areas. Further, it is the intent of the Redevelopment Plan to create progressive development incentives for new affordable housing opportunities in these mixed-use areas.~~

*Traffic Circulation:* A major component of the Redevelopment Plan focuses on improving the traffic circulation pattern in the beach area, with the intent of mitigating problems associated with existing traffic flows and accommodating future growth in the area. The Redevelopment Needs Study specifically identified traffic circulation as a major issue affecting the beach neighborhood ~~and this Redevelopment Plan addresses this impact on surrounding neighborhoods by proposing to convert the problematic AIA "S" curve into a two way pair system and providing additional programs as discussed in Section IV. These improvements will significantly reduce overflow parking otherwise confused by the current difficult traffic system.~~ Further, the Redevelopment Plan proposes to examine and implement if appropriate, selected traffic calming techniques for the residential neighborhoods south of the Cove and ~~Palm Aire~~ Hillsboro Square shopping centers.

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*Environmental Quality:* The Redevelopment Plan should have a positive impact on environmental quality in the neighborhoods by planting street trees along the beach area and along many major streets, and installing bicycle and pedestrian improvements. In addition, the plan will make improvements to the stormwater drainage system in the central/beach commercial area.

*Availability of Community Facilities and Services:* The Redevelopment Plan recommends substantial improvements to existing community facilities and services, such as: improvements to the beach boardwalk area, pedestrian access throughout the area and traffic circulation improvements that will lower response times for the fire station located on the beach. Further, the plan supports an increase in public parking throughout the area.

*Parks and Recreation:* The Redevelopment Plan specifically calls for the enhancement and expansion of the beach and related park areas. Further, new recreation opportunities are recommended, such as new water front recreational boating along the Intracoastal Waterway, enhanced bicycle circulation along the beach and throughout the CRA Area, and improved pedestrian circulation.

*Effect on School Population:* The Beach Area population consists predominantly of retirees and seasonal housing, and this Redevelopment Plan does not envision any significant impacts on schools. New housing opportunities on the beach likely will continue to appeal to the seasonal and retiree population.

The residential areas to the west of the Intracoastal Waterway are built-out and the only new residential opportunities created in this area will be in the Cove and Palm Aire shopping areas, which would be subject to school concurrency review at the time of platting.

*Other Matters Affecting the Physical and Social Quality of the Neighborhood:* Overall, the Redevelopment Plan will have a positive impact on the quality of life in the neighborhood by providing enhanced parks, more public beach areas, landscaping, drainage improvements and traffic circulation. The improvements will increase property values in the area, boost tourism, and provide a stronger commercial base, while maintaining the village-like character of the area.

## ***J. Land and Building Acquisition***

Several ~~No~~ parcels are targeted for acquisition ~~at this point~~. For example, ~~To~~ complete linkages between the Cove and Palm Aire Hillsboro Square shopping centers, land

acquisition may be considered.

~~In addition, should areas be identified for parking, acquisition may also be necessary. The proposed CRA Area Plan may necessitate land acquisition building demolition as redevelopment proceeds. It is intended that private market land and building transactions be used to the maximum extent possible in the implementation of this Plan. Eminent domain will only to be utilized by the Beach/Cove Area as a last resort for the most critical redevelopment projects and when all concerted efforts to require key properties and/or buildings through private market transactions have failed.~~

~~Several proposed projects may require land and/or building acquisition either by private developers or the CRA for implementation. The three phase “Mainstreet Promenade” stretching between the Cove and Palm Aire shopping centers could require the acquisition of right of way at selected points and the possible purchase of buildings within the eventual promenade corridor itself. Additional public right of way will be needed for the beach commercial one way pair transportation and streetscape project. Several parking lots and/or structures planned for locations (to be determined) throughout the CRA Area may be implemented in part using land or building acquisition. Small strips of right of way Land acquisition along SR A1A and Hillsboro Boulevard may also be necessary to properly implement planned streetscape projects along those roadways.~~

~~As dDesign plans for proposed CRA Area projects are being developed at this timein the future, †The CRA willhas documented specific building and/or land acquisition needs (See 2011 Real Estate Acquisition Strategy Plan adopted herein by reference). –and aAttempts to acquire the following necessary lands and/or buildings through public/private development partnerships or private market purchases will commence in 2011:~~

<u>Site</u>	<u>Purpose/Project</u>
<u>Former Riverview Restaurant Site</u>	<u>Expand and Redevelop Sullivan Park</u>
<u>Chamber of Commerce</u>	<u>Expand and Redevelop Sullivan Park</u>
<u>NE Corner of A1A and Hillsboro</u>	<u>Temporary Parking, Beautify, Assemble</u>
<u>Former Pal’s Site</u>	<u>Parking garage</u>
<u>Former motel site at NE 1<sup>st</sup> St. at NE 21Ave.</u>	<u>Temporary Parking, Beautify, Assemble</u>

~~. As mentioned above, †If all market acquisition efforts fail, then eminent domain may be used consistent with applicable State laws and regulations.~~

***K. Conformance with Deerfield Beach Comprehensive Plan and Broward County Land Use Plan***

***Broward County Land Use Plan***

## **B. Capital Improvement Program**

The CRA Board of Directors will adopt a 5 Year Capital Improvement Plan (CIP) that specifically fulfills the goals and objectives of this Plan. The adoption of the 5 Year CIP will be done annually as part of the annual budget process. The CRA Board will further adopt an Annual Budget via resolution each Fiscal Year.

### *Cove/Palm Aire Area*

Name	Description	Estimated Cost*	Timeframe	Funding
Cove Center Parking Garage	Build parking garage west of Charlie's Crab	Construction: \$6,000,000	2000-2002	Parking Revenue Bond and Special Assessments
Sullivan Park/Cove Connection	Improvements to pedestrian connection under bridge	Construction: \$225,000	2002-2003	CRA Fund and FIND
Mainstreet Promenade-East Phase	Build eastern portion of promenade in Cove parking lot	Construction: \$3,000,000	2002-2004	City Bond Issue, City CIP, SFWMD, Special Assessments and Gas Tax
Cove Center Façade Program	Establish grant/loan program to help businesses enhance and coordinate facades	Construction: \$600,000	2001-2003	CRA Fund
Mainstreet Promenade-West Phase	Build western entrance and Palm Aire portion of promenade	Construction: \$2,500,000	2004-2006	CRA Fund, City CIP, SFWMD, Special Assessments and Gas Tax
Mainstreet Promenade-Central Phase	Complete promenade through residential area and link to Cove Shopping Center section	Construction: \$1,800,000	2006-2008	CRA Fund, City CIP, SFWMD and City Gas Tax
Hillsboro Boulevard Streetscape	Enhance landscaping, sidewalks, other street elements from Federal Highway to Intracoastal	Construction: \$1,200,000	2006-2008	FDOT, CRA Fund and State Forestry



*Beach Area*

Name	Description	Estimated Cost*	Timeframe	Funding
New Beach Commercial Parking Facility	New parking facility to replace current Howard Johnson's parking lot and provide additional spaces for beach commercial	Land: \$1,250,000 Construction: \$2,250,000	2000-2002	Parking Revenue, Bond, CRA Fund and City CIP
"S" Curve Two-Way Pair	Provide two-way roadway alternative to existing SR A1A from Hillsboro Boulevard behind HOJOS.	ROW: \$850,000 Construction: \$1,100,000	2000-2002	FDOT, City Bond Issue, MPO, BCAC, City CIP and SFWMD
"S" Curve Streetscape	Install sidewalks, landscaping, streetlights, furniture and other improvements south to Hillsboro Boulevard Bridge.	Construction: \$1,250,000	2001-2003	FDOT, City Bond Issue, City CIP and State Forestry Program
Beach Commercial Façade Program	Establish grant/loan program to help businesses enhance and coordinate facades	Construction: \$250,000	2003-2004	CRA Fund
North A1A Streetscape	Install pedestrian and aesthetic improvements north of "S" curve to City limits.	Construction: \$900,000	2004-2006	FDOT, CRA Fund and State Forestry Program
South A1A Streetscape	Install pedestrian and aesthetic improvements from Hillsboro Boulevard Bridge south to SE 3 <sup>rd</sup> St	Construction: \$800,000	2007-2009	FDOT, CRA and State Forestry

*Beach Area (continued)*

Name	Description	Estimated Cost*	Timeframe	Funding
Beachfront pedestrian and landscape improvements	Extend prior beachfront improvements north to pier and beyond to city pavilion	Construction: \$1,100,000	2003-2005	CRA Fund, and State Park Funds
Improvements to central beach city parking lot	New parking structure on existing City surface parking lot	Construction: \$2,200,000	2004-2006	Parking Revenue Bond and CRA Fund
Drainage Study and Improvements	Study improves drainage near "S" curve and Howard Johnson	Construction: \$1,000,000 Study: \$100,000	2004-2006	CRA Fund, SFWMD

### C. Project Financing

*CRA Tax Increment Bonds:* Once created, the CRA will accumulate the tax increment generated within the district, which may be used to secure bonds for public improvements. The tax increment is that portion of tax revenue that has increased from the year the CRA was established and the year the bonds are issued. All improvements funded through bonds must be located within the CRA Area district.

~~*South Florida Regional Planning Council (SFRPC):* SFRPC has a grant program of \$50,000 for special studies and planning efforts, these funds may be a resource for funding the ongoing planning efforts that will be required to implement the Redevelopment Plan.~~

*South Florida Water Management District (SFWM):* SFWM provides 50/50 matching funds for drainage improvements, these funds may be utilized for drainage improvements along SR A1A, Hillsboro Boulevard and along Main Street.

*State of Florida:* State of Florida has various funding sources for improvements in the district, including:

- Florida Department of Transportation (FDOT): Funding through FDOT may be allocated for the re-alignment of SR A1A, including streetscape

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improvements along SR A1A and Hillsboro Boulevard. Improved traffic circulation and capacity along these roadways will provide a strong incentive for FDOT funding of these improvements.

- The Secretary of State maintains a grant program for local parks and recreation improvements; these funds may be utilized in the district for improvements to the beach and park areas.
- Urban and community forestry grants for special landscape improvements, which may include improvements throughout the district.
- State Division of Historic Resources offers grant programs for rehabilitation of historic structures, ~~which is a potential resource for the restoration of the historic Riverview Inn.~~
- Florida Inland Navigation District provides funds for waterway improvements, these funds may be used in the district to create and expand marina facilities, for dredging and to create or improve docking facilities.

*Broward County:* The County has numerous funding sources, which the district may utilize, such as:

- Neighborhood traffic calming programs for improvements, such as those contemplated for the neighborhoods south of the Cove and ~~Palm Aire Shopping Centers.~~
- County capital improvements fund, including roads and public facilities.
- Broward Cultural Affairs Council (BCAC) provides funds for art in public places, such as the entry feature contemplated at Hillsboro Boulevard and SR A1A.
- Metropolitan Planning Organization allocates funds for mass transit improvements, these funds may be a potential source for bus lanes, bus shelters/kiosks, transit route improvements and other transit related traffic circulation improvements.

*City of Deerfield Beach:* City funding sources include:

## City of Deerfield Beach CRA Plan Modification Process and General Schedule

Action	Scheduling Consideration	Date
DBCRA recommends the adoption of the Redevelopment Plan Amendment		3/21/2011
Transmit Amendment to City Clerk for Advertising	The City Clerk requires one week from the date of receipt until it appears in the newspaper	3/22/2011
Public Notification of Proposed Amendment	Advertised in newspaper with local circulation	3/28/2011
Transmit Modification to Planning and Zoning Board staff for advertising	Transmit to Daidre for advertising deadline	3/22/2011
Review of Plan Amendment by Planning and Zoning Board *		4/7/2011
Notification of Public Hearing and Possible Amendment of Plan Mailed to Taxing Authorities	Sent via certified mail 15 days prior to CRA Board consideration	4/11/2011
Provide digital copy of Amendment Resolution to City Clerk		4/11/2011
Public Notice of City Commission Hearing		4/12/2011
City Commission Hearing for Consideration/Approval of Modification	1st and 3rd Tuesday of the month	5/3/2011
Project Implementation	May begin immediately upon approval of the Resolution	5/4/2011

\* If the Planning and Zoning Board or City Commission vote to alter the Amendment Resolution, this process must be repeated.

**CRA RESOLUTION NO. 2011/\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, RECOMMENDING THAT THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, AMEND THE COMMUNITY REDEVELOPMENT PLAN OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, AS ESTABLISHED BY RESOLUTION NO. 1999/174 (AS AMENDED), TO INCLUDE VARIOUS UPDATES TO THE PLAN.**

WHEREAS, the City Commission adopted a CRA Plan in Resolution No. 1999/174, pursuant to Chapter 163, Part III ; and

WHEREAS, The Board of Directors of the Deerfield Beach Community Redevelopment Agency recognizes the importance of updating the CRA Plan from time to time, and

WHEREAS, the Board of Directors of the Deerfield Beach Community Redevelopment Agency do hereby find that various updates to the CRA Plan reflect current conditions and short terms redevelopment goals and objectives of the CRA,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEAFCH, FLORIDA AS FOLLOWS:**

Section 1. The Whereas clauses set forth above are hereby incorporated within this resolution as part hereof.

Section 2. The Board of Commissioners of the Community Redevelopment Agency hereby recommends that the City Commission amend the Community Redevelopment Plan for the Community Redevelopment Agency of the City of Deerfield, as originally adopted in Resolution 1999/174, to specifically include various updates to the Plan as shown on the attached Exhibit "A".

Section 3. If any section, sentence, clause or phrase of this resolution is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 21<sup>st</sup> DAY OF March, 2011.

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PEGGY NOLAND, CHAIR

ATTEST:

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ADA GRAHAM-JOHNSON, MMC, CITY CLERK

Deerfield/Resolutions/CRA Plan Update Resolution

**REQUESTED ACTION:**

Approve funding in the amount of \$3485.27 for Falconaires Air Force Academy Band Concert.

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**SUMMARY EXPLANATION/BACKGROUND:**

The City of Deerfield Beach Cultural Commission is hosting the Falconaires Air Force Academy Band for a concert at the Main Beach Parking Lot at 7:00 p.m. on April 11, 2011. To encourage greater participation, the Cultural Commission is requesting Special Event funding from the CRA in support of the event to pay for event advertising, a pre-concert reception, a stage, and staffing to set up the venue and tear down after the concert.

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**ATTACHMENTS:**

**Funding request and event budget**

JUDITH A. STANICH  
2257 Alba Way  
Deerfield Beach, FL 33442  
954.461.1152 mobile  
561.368.0151 fax

TO: Parks and Recreation Dept

RE: Air Force Concert

Here is the proposal for the Air Force Concert which is scheduled for April 11, 2011. As soon as you give me the ok I will fax it to Keven at CRA for his perusal. Please advise.

Thank you,



Judith Stanich  
jazztrig@bellsouth.net  
954-461-1152 cell



City of

**DEERFIELD  
BEACH**

Date: March 10, 2011

**REQUEST FOR FUNDING COMMITMENT/EVENT PROPOSAL**

**Sponsor of Event:** City of Deerfield Beach  
Deerfield Beach Cultural Committee

**Event Proposed:** Air Force Academy Band-the Falconaires band concert

**Location of Event:** Main Beach Concert Plaza

**Date of Event:** April 11, 2011 7PM (confirmed)

**Purpose of Event:**

To expose our community and citizens to a concert by an armed forces band and to showcase Deerfield Beach to the members of the Air Force Academy Band.

**Brief Synopsis of Event:**

The event will include a reception prior to the event for the members of the band, local dignitaries and any area Air Force veterans. A comprehensive advertising campaign is planned to ensure a substantial crowd. Notices will be sent to all local schools to encourage attendance by students. The City of Deerfield Beach will provide a memorable event for the Air Force Band as well as the citizens and visitors that attend.

**Proposed Budget:**

**Reception prior to the event:**

1 10 x 30 tent	300.00
40 Folding chairs @ .75 each	30.00
10 Banquet tables @ \$7.00 each	70.00
Showmobile rental (City of Boca Raton)	300.00
City labor-pick up and return stage to Boca Raton	109.47
Food and beverages	800.00
<b>Total</b>	<b>\$1609.47</b>

**Funding for advertising:**

Sun Sentinel Showtime (2x5.25 ad)	352.00
Century Village Reporter (1/2 page)	250.00
The Deerfield Observer (1/2 page)	432.00
Pompano Pelican (1/4 page)	240.00
3 Fast Sign Banners	301.80
Flyers	100.00
<b>Total</b>	<b>\$1675.80</b>

**American Flags:**

40 dozen flags @ \$3.99 per dozen	
\$160.00 plus S&H	200.00

**Dollar Amount Requested: \$3485.27**

**Submitted by:**

Judith Stanich  
Cultural Committee Chair  
[jazztrig@bellsouth.net](mailto:jazztrig@bellsouth.net)  
954-461-1152



City of  
**DEERFIELD  
BEACH**

March 10, 2011

Mr. Keven Klopp  
CRA Administrator  
City of Deerfield Beach  
150 NE Second Avenue  
Deerfield Beach FL 33441

RE: AIR FORCE FALCONAIRES CONCERT  
MONDAY, APRIL 11, 2011 7PM

Mr. Klopp and the CRA Board,

The Cultural Committee is excited about the opportunity to co-host the Air Force Academy Band along with the City as they tour the southeast. The band is scheduled to perform in Deerfield Beach on Monday, April 11 at 7 PM.

**Deerfield Beach  
Cultural Committee**

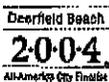
- Judi Stanich, *Chair*
- Fran Butler
- Eileen Giacrusso
- Henry Gould
- Robert D. Hedges
- Janice Hennigar
- James Higgins
- Gina Johnson
- Norbert LaRochelle
- Pat McGonigal
- Liz McGuire
- Elaine Panella
- Andre Samuels
- Jan Muenzenmaier, *Liaison*  
Parks & Recreation Dept

We on the Cultural Committee always like to "go the extra mile". We thought it would be appreciated by the Air Force Band and the citizens of Deerfield Beach if we held a reception for the band prior to the concert. The idea was well received by the Air Force coordinator.

We are seeking funding from the CRA for the items outlined in the attached budget. We believe the concert and the reception will highlight the splendor of Deerfield Beach and provide a memorable and patriotic experience for both citizens and tourists.

Respectfully,

*Judith Stanich*  
Judith Stanich  
Committee Chair



[www.deerfieldbeachfestivals.com](http://www.deerfieldbeachfestivals.com)  
[www.deerfield-beach.com](http://www.deerfield-beach.com)

