



## **Deerfield Beach Community Redevelopment Agency**

### **AGENDA**

Tuesday, June 14, 2011, 6:30 P.M.

City Commission Chambers, Deerfield Beach City Hall

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

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

April 26, 2011 Special CRA Meeting

May 10, 2011 Regular Meeting

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

#### **GENERAL ITEMS**

1. Resolution to Renew Contract with Zambelli Fireworks for 4<sup>th</sup> of July Fireworks\*
2. Resolution to Award Paver Sealing Contract\*
3. Resolution to Approve Turtle Lighting Cost Sharing\*
4. Approval of CRA 5 Year Capital Plan\*
5. Request for Budget Transfer from Infrastructure and Capital Improvements to Other Contractual Services\*
6. Resolution to Award Commercial Façade Improvement Loan to Two Georges at The Cove Restaurant\*
7. Discussion Regarding Parking Deviations in the Cove Shopping Center Parking Lot

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

Expense report, pursuant to CRA Resolution 2011-011

#### **PUBLIC INPUT**

#### **ADJOURN**

\* Indicates an Action Item

(Next Meeting: Tuesday, August 9, 2011, 6:30 PM unless otherwise determined)

**REQUESTED ACTION:**

Approve Resolution to renew the contract between the City of Deerfield Beach and Zambelli for fireworks for the City of Deerfield Beach's CRA-Sponsored Fourth of July Celebration to be held on Monday, July 4, 2011.

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**SUMMARY EXPLANATION/BACKGROUND:**

The 4<sup>th</sup> of July Celebration is scheduled to take place on Monday, July 4, 2011 with the fireworks display scheduled to take place from approximately 9:30pm – 10:00pm. The event includes three bands that will perform at the Main Beach Parking Lot from 1:00pm - 9:00pm.

The original Zambelli Fireworks Manufacturing Co. (Zambelli) Agreement is a one (1) year contract with the option to renew for four (4) additional years, upon mutual consent. Zambelli has agreed to perform the same services for the 2011 event in accordance with the original Agreement terms and conditions. The shell quantities, terms of services, average unit prices and price all remain the same as provided in 2010. Although the contract allowed the vendor to increase prices by 5% annually, City staff negotiated no increase in price over 2010. The total contract price for the turnkey display at the Deerfield Beach Pier remains at a cost of \$25,000 for 2011.

The adopted Redevelopment Plan for the CRA supports special events that enhance economic activity within the redevelopment area. The Independence Day event is an anticipated and budgeted expense in CRA line item 190-8000-579.35-74 (Special Events).

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**ATTACHMENTS:**

Original Zambelli Contract  
Signed letter from Zambelli stating they will do the same performance in 2011 as they did in 2010 for the same cost  
Resolution

RESOLUTION NO. 2010/097

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING A CONTRACT WITH ZAMBELLI FIREWORKS MANUFACTURING COMPANY FOR FOURTH OF JULY FIREWORKS DISPLAY**

**WHEREAS**, pursuant to 2009-10/17, the City of Deerfield Beach sought proposals for Fourth of July fireworks display; and

**WHEREAS**, after review, the City evaluation committee and the City Commission has determined that the response of Zambelli Fireworks Manufacturing Company is in the best interest of the City of Deerfield Beach with the most responsive and best value for the City; and

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

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

**Section 2.** The City Commission does hereby award a contract for Fourth of July fireworks to Zambelli Fireworks Manufacturing Company for a maximum price of Twenty-Five Thousand (\$25,000.00) Dollars in accordance with the terms and conditions as set forth in RFP 2009-10/17.

PASSED AND ADOPTED THIS 18<sup>TH</sup> DAY OF MAY, 2010.

  
PEGGY NOLAND, MAYOR

ATTEST:

  
ADA GRAHAM JOHNSON, MMC, CITY CLERK

Deerfield/Resolutions/Fireworks Display

**AGREEMENT**

This Agreement for the City of Deerfield FIREWORKS DISPLAY is entered into between Zambelli Fireworks Manufacturing Co., Inc. (CONTRACTOR) and the City of Deerfield Beach (CITY) as follows:

1. **Term of Agreement:** The initial term of the Agreement shall be for a twelve (12) month period and may be renewed for four (4) additional twelve (12) month periods, upon mutual consent.

2. **Selling, Transferring or Assigning Contract:** No agreement awarded under these terms, conditions or specifications shall be sold, transferred or assigned without the written approval of the CITY, which shall have the sole discretion to deny or approve any sub-lease. In the event of such assignment, the assignee shall expressly consent, in writing, to the terms of this Agreement and this assignee shall assume all of the obligations of the original CONTRACTOR.

CONTRACTOR shall perform the FIREWORKS DISPLAY in a safe, professional and business-like manner.

As part of this agreement, the Contractor shall provide a FIREWORKS DISPLAY - ELECTRONICALLY FIRED at a price of \$25,000.00 for the following: July 4, 2010

ADDITIONALLY:

If after the display is fired and defective shells are found, a credit will be issued based on the total number of shells and their size. This shall be based on the following breakdown:

3" Shell	-	\$ 3.00	/per shell
4" Shell	-	\$ 5.00	/per shell
5" Shell	-	\$ 11.00	/per shell
6" Shell	-	\$ 17.00	/per shell
8" Shell	-	\$ 25.00	/per shell
10" Shell	-	\$ 35.00	/per shell
12" Shell	-	\$ N/A	/per shell
Multi-shot Devices		\$ 25.00	per device

3. Contractor agrees to reimburse the City in the amount of \$1,000.00, as a result of loss in pier revenues should the Contractor require early access to the Pier on July 7<sup>th</sup>, 2010. (MM)

4. Contractor will be given access to the T-portion of the pier, from the shelter to the end of pier, beginning 4:00 p.m., July 3<sup>rd</sup>, 2010. The area will be secured and Contractor agrees to provide, at no additional cost to the City, professional security personnel to oversee that equipment and safety is not compromised.

5. The City may cancel the contract based upon terms and conditions within the RFP documents. The City reserves the right to terminate this contract upon thirty (30) calendar days notice, without cause.

6. This is the complete contract between the parties and no amendment hereto shall be permitted except through a written document executed by the parties hereto.

7. All required insurance policies in a form and amount acceptable to the City of Deerfield Beach Risk Manager, shall be furnished to the City prior to June 15, 2010. The City shall be named as additional insured on an insurance policy which protects the City from any liability resulting from Contractor, its agents, servants or employees pursuant to this contract.

8. The Contractor shall defend, indemnify and hold harmless the City of Deerfield Beach, Florida, from all suits, actions and damages, judgments or costs of every name and description to which the City, its agents or employees may be subject or put by reason of injury to persons (bodily injury including death; or personal injury) or property damage as a result of the work, whether caused or alleged to be caused, by the negligence, carelessness or willfulness, or on the basis of strict liability on the part of the Contractor, his employees, servants or agents, or other cause. The Contractor acknowledges that 1% of the payment to it represents payment from the City of Deerfield Beach as consideration for this hold harmless agreement. Monies

due, or to become due, to the Contractor under the Contract, as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall be settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the City. However, release of monies to Contractor shall not be deemed a waiver or release of City's rights or protections hereunder. This provision shall be liberally construed in favor of the City.

**9. Performance Standards:**

A. The contractor shall observe and comply with all of the current N.F.P.A. Code 1123, 1124 and 1126 and any changes to the code enacted during the term of the contract.

B. The Contractor shall fire the show by electrical firing only.

C. All fireworks shells shall be readily marked for identification, including size and what shells contain multiple projections.

D. All fireworks shells used must have been tested and assigned "EX" numbers by the appropriate regulatory agency.

E. Contractor shall use the most current and best safety practices at all times and comply with all applicable laws and regulations.

**10. Contractor's Responsibilities:**

A. The Contractor shall provide, deliver and secure fireworks to the designated point of fire area.

B. The Contractor shall provide a sufficient number of certified and experienced pyrotechnicians to set-up and fire display.

1. A minimum of two (2) pyrotechnicians plus an applicable number of handlers to help set-up are required. The two (2) pyrotechnicians each must have a minimum experience of

five (5) major electronically fired shows and a minimum of five (5) years certified experience in the handling, transporting and discharge of fireworks.

2. Display shall begin promptly at 9:00 p.m. local time.

C. The Contractor shall provide radio communications, including at a minimum, radios for shooter and designated City staff, for the day of the show, beginning with the inventory check <sup>before</sup> ~~at~~ 10:00 a.m., and maintain radio contact throughout the day. In addition, the Contractor shall provide the shooter with a working cellular phone, and provide the designated City personnel with the cellular phone number.

D. The Contractor shall provide to the designated City staff on the day before the shoot, prior to inventory check, a printed, detailed, itemized, inventory shipping list of all shells shipped for the fireworks display.

E. The Contractor shall provide on-site inventory check of shells with assigned City staff, <sup>before</sup> ~~at~~ 10:00 a.m. All fireworks packages shall be clearly labeled as to size, type, quantity and country of origin.

F. The Contractor shall provide to the City, at least three (3) weeks prior to the shoot, a copy of all applicable permits (police, fire, local, state and U.S. Coast Guard approval). The Contractor shall also provide compliance with all state and local requirements.

G. The Contractor shall provide to the City, a copy of the approved fireworks permit submitted to the Fire Prevention Department, three (3) weeks prior to the shoot.

H. The Contractor shall allow total access of contractor operations to the City of Deerfield Beach Fire Marshall, at all times on the day of the display.

11. **City's Responsibilities:**

A. A member from the City Festivals staff to coordinate with the Contractor and act as a representative of the City on matters not directly relating to safety or regulations.

B. A member of the City Festivals staff to count and inventory all shells. This employee will verify the actual number of shells delivered vs. the proposed shell count submitted in the R.F.P.

C. The City's Fire Marshall will verify the shell count after the show, insuring all shells were discharged during the show.

**12. Contract Price Adjustment:**

A. Prices and display quoted shall be firm for the first year of the initial contract term. Thereafter, any increases which may be approved by the City shall be subject to the following: Costs for any subsequent terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

B. The yearly increase or decrease in the CPI shall be the latest Index published and available one hundred and twenty (120) days prior to the end of the contract year then in effect, as compared to the index for the comparable month, one year prior.

C. Any requested adjustment shall be fully documented and submitted to the City at least one hundred twenty (120) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

D. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter

cannot be resolved to the satisfaction of the City, the Contract will be considered canceled on the scheduled expiration date.

13. **Operating Regulations:** All City, County and State Laws and regulations shall be adhered to by the CONTRACTOR, his representatives and employees. This shall relate to laws currently in force and those adopted hereafter.

The security for all property, equipment and supplies owned and provided by the CONTRACTOR, shall remain the responsibility of the CONTRACTOR. Costs relating to the repair or replacement of such items, stolen or lost, or damaged shall be at the expense of the CONTRACTOR.

The CONTRACTOR will be responsible for all damage to City property or the City pier caused by the CONTRACTOR or his agents. Any such damage that may occur shall be promptly corrected at the expense of the CONTRACTOR.

14. **Uncontrollable Circumstances:** ("FORCE MAJEURE"). The CITY and the CONTRACTOR will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikers or other labor disputes, acts of God or public emergency, war riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence

and its expected duration, and continued to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure

15. **Liquidated Damages:** Failure by the vendor to start the fireworks display by 9:15 pm will cause the vendor to pay liquidated damages to the City in the amount of \$1,800.00 for every 15 minutes beyond 9:15 pm. For example, if the delay occurs between 9:16 pm and 9:30 pm, the liquidated damages will be \$1,800.00. Exception: If weather conditions or other safety factors, as determined by the City's Fire Marshall, require a delay.

16. **Additions, Deletions and Changes of Services:** The City may require the addition or deletion of services from the Contract, during the contract term, as the requirements and needs of the City change. It may entail, but not be limited to, additional shells, increase in the length of the show, change of materials used for a different show, modifications in hours, or similar type changes.

17. **Employee Qualifications and Appearance:** The CONTRACTOR shall employ workers to service the operation whom are literate, neat, clean, well groomed and courteous and experienced in pyrotechnics. An experienced manager shall be provided to oversee the set-up and operation and have the authority to direct the operation and immediately take any and all corrective action required to correct any and all problems. Staff shall be uniformed so that the general public may identify those employees associated with the operation. CONTRACTOR shall provide the names of personnel proposed for the show. In the event that the

CONTRACTOR wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for Cause. The Contractor shall, at its expense, obtain a criminal background check for each of its employees within the past 12 months prior to initiating services. The Contractor must ensure a similar check has been done of its subcontractors' employees who will have access to the City's property.

18. **Background Check:** The check shall include the following: a criminal record that includes 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 persons to perform services for the City if the criminal background check indicates conviction for the following, regardless of when the conviction occurred:

- Any felony
- Any crime involving moral turpitude

All background checks must be conducted prior to any covered individual's initial access to the City's facilities and, depending on the contract's term, on an annual basis thereafter. If such a check reveals any of the foregoing, 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. 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 contract. The contractor shall provide written confirmation that the background checks have been conducted for each covered individual gaining access to the City's facilities. The City may conduct its own independent background checks and bar any covered individual from accessing the City's property in its complete discretion. The contractor's failure to comply with the terms of this provision shall be considered a material breach rendering the contractor in default under its contract with the City and allowing for immediate termination by the City. If, in the sole opinion of the City, an employee of the Contractor is determined not to be qualified, competent, or acceptable for any other reason, the Contractor shall not assign that individual for further service at the City.

19. **Location of Services:** The fireworks will be shot from the "T" portion of the pier.

20. **Permits, Taxes, Licenses:** For all uses, the CONTRACTOR shall, at his/her own expense, obtain all necessary permits, pay all license fees and taxes required to comply with all applicable Federal Laws, State Statutes and local ordinances and all fees, licenses, and taxes associated with the operation a fireworks show. The CONTRACTOR shall conform to all state and federal laws and rules and regulations applicable to business to be carried on under the Agreement. Failure to obtain all necessary permits within the prescribed time of three (3) weeks prior to the commencement of the show shall be considered a material violation of the agreement and misrepresentation in the bid proposal and render the agreement void.

21. **Insurance:** The CONTRACTOR assumes all risks in the operation of the FIREWORKS DISPLAY. The CONTRACTOR agrees that it shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and agrees to

indemnify and hold harmless the City and its officials and employees from any and all claims, suits, losses, damage or injury to the personal property or life and limb of whatever kind and nature arising out of the fireworks display. The CONTRACTOR shall provide general liability with the City as an Additional Insured in the amount of two million dollars (\$2,000,000) or the Face Amount of the CONTRACTOR'S current policy in force if higher; auto liability coverage in the same stated amount above or higher as outlined. Fire/property damage amount attached to general liability contract in the relative amount of fifty thousand dollars (\$50,000) or higher as stated above. Excess liability/umbrella coverage in force if higher or a minimum amount of two million dollars (\$2,000,000) is required. Notification of Workers' Compensation coverage is requested for City statutory compliance. All insurance forms and coverage must first be approved by the City and the City shall be notified by the insurance carrier/broker of any renewal, changes in coverage or cancellation of any affected policies.

**22. Termination by the City:** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the provisions of this Agreement, the City may upon written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement or with such part or parts of the Agreement as to which there has been a default, and may hold the CONTRACTOR liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the CONTRACTOR under this Agreement shall, at the option of the City, become the City's property and the CONTRACTOR shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The CONTRACTOR, however, shall not

be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the CONTRACTOR.

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City, the notice of termination to the CONTRACTOR will state that the contract is being terminated for the convenience of the City.

**23. Non-Discrimination:** The CONTRACTOR shall for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, covenant and agree that:

A. No person on the ground of race, color, religion, national origin, sex, age or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility, except for bona fide causes allowed by law.

B. That in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the ground of race, color, religion, national origin, sex, age or handicap shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination, except for bona fide causes allowed by law.

C. It shall comply with all applicable laws relating to minority or disadvantaged CONTRACTOR.

The CONTRACTOR shall not discriminate against any employee or applicant for employment or vendor subcontractor or other person or entity needed for the provision of supplies, material or labor because of age, sex or physical handicap (except where based on a

bona fide occupational qualification); or because of marital status, color, religion, national origin or ancestry.

24. The CONTRACTOR and any Offeror shall, in addition, instruct his insurance agent or carrier to furnish the City a Certificate of Insurance attesting to the issuance of insurance policies affording coverage as required and listed herein and to provide the required indemnification with the city named as additional insured. Please note that such Certificate of Insurance and any required Bonds must be issued and then approved by Risk Management as to form prior to the issuance of a Notice to Proceed being forwarded to the CONTRACTOR by the City's Contract Administrator.

The CONTRACTOR shall furnish proof of insurance coverage to remain in force at all times during the contracted term. The following principle amounts are required naming the City as an Additional Insured in general liability and any excess liability used as follows:

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

Combined single limit bodily injury, \$2,000,000; fire property damage, \$50,000.

2. AUTO LIABILITY INSURANCE:

Combined single limit bodily injury/property damage, \$2,000,000.

3. EXCESS/UMBRELLA LIABILITY INSURANCE:

Umbrella or other form, \$2,000,000.

Per Section 19, if higher principle or face amount is already in force with contractor, that amount is required.

4. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY INSURANCE:

Statutory amount notification.

This section shall survive any termination of this Agreement.

25. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified or Registered mail, with return receipt requested, addressed to the party to whom it is intended, at the place specified as the place for giving of notice. For the present, the parties designate the following as the respective places for the giving of notice to wit:

CITY OF DEERFIELD BEACH: City Manager, City of Deerfield Beach  
150 N.E. Second Avenue  
Deerfield Beach, Florida 33441

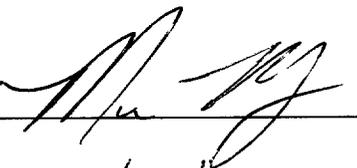
CONTRACTOR: Zambelli Fireworks Manufacturing Co.  
1 West Camino Real Blvd.  
Boca Raton, FL 33432

26. The effective date of this Agreement shall be the date upon which the last signature is affixed hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day set below their signature.

Witness: 

CONTRACTOR:  
ZAMBELLI FIREWORKS MANUFACTURING CO.

By: 

Date: 5/20/10

CITY

CITY OF DEERFIELD BEACH, a municipal corporation

By: Peggy Valand  
Mayor

Date: 6/11/10

Approved as to form:

By: [Signature]  
City Attorney

By: [Signature]  
Risk Manager

Attest:  
By: [Signature]  
City Clerk



May 12, 2011

Philip D. Biscorner  
City of Deerfield Beach  
Parks and Recreation Manager I

Dear Mr. Biscorner,

Zambelli Fireworks is pleased to work with the City of Deerfield Beach again for the 2011 July 4<sup>th</sup> fireworks display. Per the 2010 fireworks proposal in response to RFP #2009-10/17 Zambelli Fireworks will again perform the same services for the 2011 display.

The shell quantities, terms of services, average unit prices and price all remain the same as proposed in 2010. The total contract price for the turnkey display at the Deerfield Beach pier remains \$25,000 for 2011.

Please also find attached the updated Certificate of Insurance for the Display.

If you have any questions please do not hesitate to call.

Cordially,

Mason Meyer  
Regional Manager  
Zambelli Fireworks  
1 West Camino Real Blvd Ste 100  
Boca Raton, FL 33432  
(561) 395-0955  
(561) 886-8626  
masonmeyer@zambellifireworks.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. 6240 SOM Center Rd. Cleveland OH 44139	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 440-248-4711      FAX (A/C, No): 440-544-1234 E-MAIL ADDRESS: PRODUCER CUSTOMER ID#:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Granite State Insurance Co.</td> <td>23809</td> </tr> <tr> <td>INSURER C: Colony National Insurance Co</td> <td>34118</td> </tr> <tr> <td>INSURER D: Florida JUA</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Co		INSURER B: Granite State Insurance Co.	23809	INSURER C: Colony National Insurance Co	34118	INSURER D: Florida JUA		INSURER E:		INSURER F:
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INSURER C: Colony National Insurance Co	34118														
INSURER D: Florida JUA															
INSURER E:															
INSURER F:															
<b>INSURED</b> Zambelli Fireworks Mfg. Co., Inc. PO Box 1463 New Castle PA 16103-1463															

**COVERAGES**      **CERTIFICATE NUMBER: 1253630975**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			1619391-03	2/1/2011	2/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA93488083	2/1/2011	2/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			AR5461096	2/1/2011	2/1/2012	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2838C374 (FL)	12/30/2010	12/30/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Display Date: July 4, 2011. Display Location: Deerfield Beach International Pier. Additionally Insured: City of Deerfield Beach - ATIMA

<b>CERTIFICATE HOLDER</b>  110401 City of Deerfield Beach 401 SW 4th Street Deerfield Beach FL 33441	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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U.S. Department of  
Homeland Security  
  
United States  
Coast Guard



Commander  
United States Coast Guard  
Sector Miami

100 MacArthur Causeway  
Miami Beach, FL 33139  
(305) 535-8724  
Fax. (305) 535-4378

16750/11-0470  
May 5, 2011

Zambelli Fireworks  
Attn: Mason Meyer  
1 W Camino Real Blvd.  
Boca Raton, FL 33432

Dear Mr. Meyer,

I have reviewed your marine event permit request for the Deerfield Beach July 4, 2011 Fireworks Display and determined that a permit is not required for your event. The proposed event does not meet the requirements of a permitted Coast Guard marine event outlined in title 33 Code of Federal Regulations Part 100, in that the event does not cause conditions which are deemed to introduce extra or unusual hazards to the safety of life on a navigable waterway. Although no Coast Guard permit will be issued at this time, it is your responsibility to contact this office if there are any changes to the event, including number of participants, number of spectators, location, or any other significant changes that may influence our decision to issue a permit for this event.

Please note, under the requirements set forth in the Code of Federal Regulations (33 CFR §100.15), you are required to submit an application for a marine event at least 135-days prior to any future marine event. This letter **does not** exempt you from submitting a marine event permit for future events. This letter **does not** alleviate you from the necessity of complying with any other Federal, State or local laws or from obtaining any other required permits.

Thank you for your interest in conducting a safe marine event. If you have any marine event permitting questions, please contact any of our Sector Waterway's Staff at (305) 535-4317/4307.

Sincerely,

A handwritten signature in black ink, appearing to read "D. G. McClellan".

D. G. MCCLELLAN  
Commander, U.S. Coast Guard  
Captain of the Port, Miami  
By direction

Date: May 13, 2011

I agree to and accept the above mentioned terms.

A handwritten signature in black ink, appearing to read "Mason Meyer".

Name

Zambelli Fireworks - Regional Manager

Organization and Position

Copy: Coast Guard Station Fort Lauderdale

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

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, RENEWING THE CONTRACT BETWEEN ZAMBELLI FIREWORKS MANUFACTURING COMPANY AND THE CITY OF DEERFIELD BEACH AND AUTHORIZING THE EXPENDITURE OF \$25,000 TO CONTINUE THE TERMS AND SERVICES OF THE CONTRACT.**

**WHEREAS**, pursuant to Deerfield Beach City Commission Resolution 2009-10/17 whereby the City sought proposals from qualified vendors to provide fireworks for the annual 4<sup>th</sup> of July display; and

**WHEREAS**, after review, the evaluation Committee determined that the proposal from Zambelli Fireworks Manufacturing Company is in the best interest of the City of Deerfield Beach; and

**WHEREAS**, the CRA Board must approve expenditures in excess of \$25,000; and

**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 approve the renewal of the contract with Zambelli to provide fireworks for the July 4<sup>th</sup> display.

**Section 3.** The CRA Board does hereby agree to allocate \$25,000 for the 4<sup>th</sup> of July display as per the terms of the existing contract with Zambelli.

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

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

ATTEST:

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

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**REQUESTED ACTION:**

Approve resolution authorizing the CRA Director to enter into a contract with the lowest responsible responsive bid for paver sealing services for paver sidewalks in the CRA District for a lump sum not to exceed \$\_\_\_\_\_ (low bid amount to be reported at the meeting as explained below).

---

**SUMMARY EXPLANATION/BACKGROUND:**

The CRA is currently soliciting bids for cleaning, pressure washing and sealing of paver sidewalks in the CRA District. Bids are due on Monday, June 13. Bids will be evaluated by staff for responsiveness and ranked based on the price submitted by the contractors. The vendor with the lowest responsible responsive bid will be presented to the CRA Board at the June 14<sup>th</sup> CRA Board meeting and the Board will be asked to authorize the expenditure and direct the CRA Director to enter into a contract for these services.

Pavers will be sealed in phases beginning on the S-Curve, then moving to Phase 1 of the Cove Shopping Center and subsequent phases as they are completed. Pavers on Hillsboro Boulevard will be sealed upon completion of the streetscape project. Ocean Way will be sealed after the installation of the new turtle friendly lighting and before the next tourist season.

Application of sealant to pavers provides protection against the damaging effects of traffic, sun and weather, and enhances their original color, thus making the surfaces look deeper and richer in appearance. Once sealed, staff will monitor wear and make future requests for cleaning and maintenance. This schedule will depend largely on the amount of foot traffic – some areas will require more frequent maintenance while others will require less. Tentatively, city staff advises to expect cleaning and pressure washing twice a year and sealing of the pavers every two years.

---

**ATTACHMENTS:**

Excerpts from paver sealing bid – specifications, phases and map of areas included in the service contract  
Resolution

**City of Deerfield Beach**  
**Invitation to Bid – Paver Sealing**  
**ITB #2010-11/55**

**SECTION 5 - SPECIFICATIONS**

- 5.0 **SCOPE OF WORK:** The Contractor shall provide all labor, materials, and equipment necessary chemically clean, pressure wash, and apply two (2) coats of LC 225 Sealant to concrete pavers in accordance with the specifications. Payment shall also include, but not limited to, mobilization, maintenance of traffic, insurances, bonds, permits, re-sanding, protection of all adjacent surfaces from cleaning and sealant installation, cleaning of surfaces and all other clean up at the following locations in Deerfield Beach, FL:
1. SR A1A, between NE 2<sup>nd</sup> Street and NE 20<sup>th</sup> Avenue
  2. Hillsboro Boulevard, between SR A1A and SE 9<sup>th</sup> Terrace
  3. Cove Shopping Center
  4. Ocean Way, between NE 2<sup>nd</sup> Street and SE 4<sup>th</sup> Street
- 5.0.1 Special attention shall be given for directing the flow of pedestrian and vehicular traffic, especially in areas surrounding schools. At the discretion of the City, the City may require the Contractor to call for and hire off-duty police officers at Contractor's expense, for directing traffic and maintaining safety if in any way his operations will curtail the use of the streets, roads and work areas specified herein.
- 5.0.2 All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that is damaged while work area is under construction shall be restored as found by the Contractor prior to leaving the work areas after completion of work. It is recommended that the Contractor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the CRA if needed. All work must meet or exceed the State of Florida Applicable Standards, to include the Florida Building Code, City of Deerfield Beach and Broward County Public Works Standards.
- 5.0.3 All traffic control devices (including signs), warning devices and barriers shall be furnished by the Contractor. It is the Contractor's sole responsibility to maintain the existing flow of traffic during the performance of all work. Contractor shall be responsible for protecting the sealed areas until dried and approved by CRA to be opened to foot and vehicular traffic.
- 5.0.4 The Contractor shall provide the necessary access to all adjacent property during construction.
- 5.0.5 Traffic may be detoured only upon prior coordination with the City.

**City of Deerfield Beach  
Invitation to Bid – Paver Sealing  
ITB #2010-11/55**

**PART II – PROPOSAL FORM**

The work requested below includes all the necessary labor, material, equipment, incidentals, mobilization, maintenance of traffic, insurances, bonds, permits, and the final cleaning up of the work in accordance with the Proposal/Contract documents contained herein. The Contractor shall be responsible for visiting the sites and verifying existing site conditions and all material quantities needed to perform the work.

The Proposal must be accompanied with a clearly identified scope of work, labor, materials, equipment, incidentals and mobilization required to complete the work as specified herein and part of this Proposal.

**5. Paver Sealing – SR A1A between NE 2<sup>nd</sup> Street and NE 20<sup>th</sup> Avenue:**

**3,500 SF @ Unit Price of \$ \_\_\_\_\_ per SF**

**Sub-Total: \$ \_\_\_\_\_**

**6. Paver Sealing - Hillsboro Boulevard between SR A1A and SE 9<sup>th</sup> Terrace:**

**56,000 SF @ Unit Price of \$ \_\_\_\_\_ per SF**

**Sub-Total: \$ \_\_\_\_\_**

**7. Paver Sealing – Cove Shopping Center:**

**32,000 SF @ Unit Price of \$ \_\_\_\_\_ per SF**

**Sub-Total: \$ \_\_\_\_\_**

**8. Paver Sealing - Ocean Way, between NE 2<sup>nd</sup> Street and SE 4<sup>th</sup> Street:**

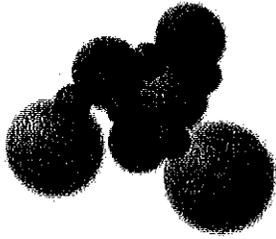
**65,000 SF @ Unit Price of \$ \_\_\_\_\_ per SF**

**Sub-Total: \$ \_\_\_\_\_**

**Total Lump Sum: \$ \_\_\_\_\_**

**Written Dollar Amount: \_\_\_\_\_**

\_\_\_\_\_



# Lakeland Chemical LLC

Take Control Of Your Resources

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## LC 225 'Wet Look'

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### Description

LC 225 is a unique chemistry that provides long lasting Wet appearance finish to surfaces. LC 225 is commonly used with LC 170 multi-surface cleaner that is applied first to give a clean substrate to apply LC 225.

### Applications

#### Recommended for use in:

Terrazzo  
Trevertine  
Segmental Retaining Wall  
Units  
Paving Stones  
Concrete Roof Tile  
Limestone  
Slate  
Granite

### Penetrating Sealer

#### Features

- Wet Look Surface Finish
- Hydrophobic
- Ultra Violet Protection
- Penetrating Sealer

#### Benefits

- Adds visual appeal
- Water Resistant
- UV Stable for Southern States
- Long Term Protection against a wide range of graffiti
- Protects against water borne and tree oil stains
- Restores faded colors
- Increased coverage per sq. ft. of product

#### Guidelines for Use

**Application:** *Only apply if temperature is above 55° F (13°C).* It is highly recommended that the surface be treated with LC 170 as specified to ensure the surface is clean of any debris and previous sealer is removed before applying LC 225. Also ensure that the surface is free of any standing water before applying LC 225. Protect surrounding areas from splash or overspray and do not allow sealant to come in contact with areas not to be sealed. Use smooth evening strokes when applying LC 225 with a pressure sprayer or roller. For best results apply two coats allowing ample time between applications. Avoid standing puddles by sponging up excess LC 225 before it dries. Please consult your Lakeland Chemical sales representative if other application scenarios are being considered outside of the listed ranges.

**Mixing:** Do not dilute LC 225 with other chemicals or water.

*Shake well before use.*

#### Handling and Storage

**Storage Temperature:** If LC 225 freezes, thaw at 35°F (2°C) or above and completely reconstitute by mild mechanical agitation.

**Do not use pressurized air for agitation.**

**Shelf Life:** LC 225 has a minimum shelf life of 12 months. Depending on conditions, the shelf life may be greater. Please contact you Lakeland Chemical representative if the shelf life has been exceeded.

Lakeland Chemical LLC

3745 Overlook Drive

Port Clinton OH 43452

Tel: 419-797-4897 or Direct: 330-289-7081

Fax: 419-797-2070

Contact: [www.lakelandchemical.com](http://www.lakelandchemical.com)

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# Product Data: LC 225

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## Packaging

LC 225 Sealant is available in 1 gal (3.78 L), 5 gal (18.93 L), 55 gal (208 L) drums, 264 gal (999 L) totes.

## Coverage

(Sq. ft. per gallon) 500-600

Some surfaces may be more porous than others which may decrease estimated coverage area.

## Related Documents

Material Safety Data Sheets: LC 225

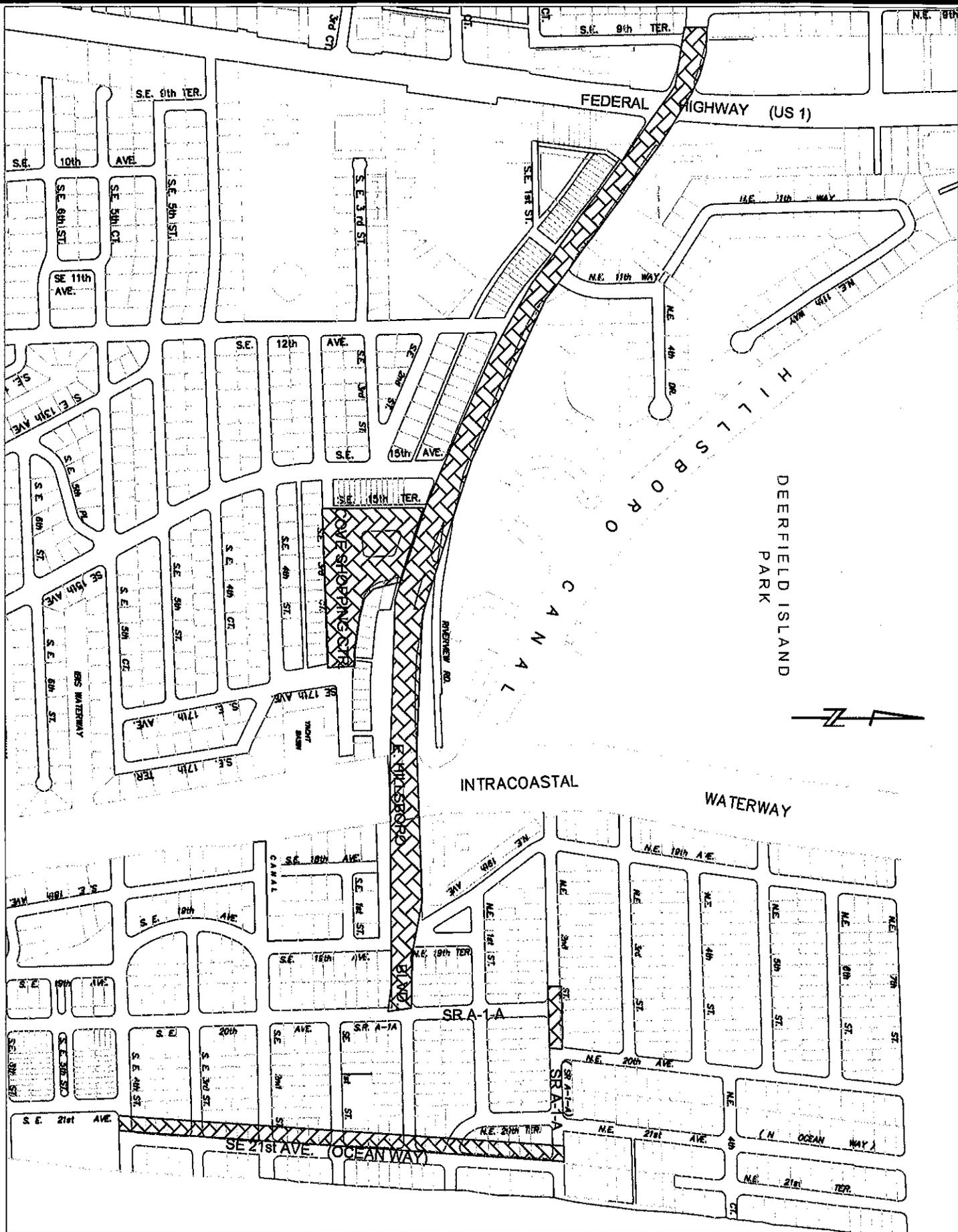
## Additional Information

For additional information consult your Lakeland Chemical representative.

The admixtures of Lakeland Chemical are cutting edge products specially designed for use in dry cast products, manufactured concrete products, ready mix, pre-cast, underground construction and paving markets throughout the North American Region. Lakeland product lines are used to improve placing, finishing, appearance, pumping and performance characteristics of concrete.

The information contained in this technical documentation relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. The information provided herein is based on technical data that Coatex believes to be reliable, provided that Coatex makes no representation or warranty as to the completeness or accuracy thereof and Coatex assumes no liability resulting from its use for any claims, losses, or damages of any third party. Recipients receiving this information must exercise their own judgement as to the appropriateness of its use and it is the user's responsibility to assess the material's suitability (including safety) for a particular purpose prior to such use. Reference to trade names used by other companies is neither a recommendation, nor does it imply that similar products could not be used.

**Lakeland Chemical LLC**  
3745 Overlook Drive  
Port Clinton OH 43452  
Tel: 419-797-4897 or Direct: 330-289-7081  
Fax: 419-797-2070  
Contact: [www.lakelandchemical.com](http://www.lakelandchemical.com)



CITY OF DEERFIELD BEACH  
 ENGINEERING DEPARTMENT  
 DEERFIELD BEACH, FLORIDA

**CRA PAVER SEALING PROJECT**  
**ITB # 2010 - 11/ 55 PROJECT # 11248-P**  
 LEGEND:  PROJECT LOCATIONS

DATE  
 JUNE 2011

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

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, RENEWING THE CONTRACT BETWEEN XXXXXXXXXXXXX AND THE CITY OF DEERFIELD BEACH AND AUTHORIZING THE EXPENDITURE OF \$XXXXXXXXXX TO CLEAN, PRESSURE WASH AND SEAL PAVER SIDEWALKS IN THE CRA DISTRICT.**

**WHEREAS**, pursuant to Deerfield Beach City Request for Proposals 2010-11/55 whereby the City sought proposals from qualified vendors to clean, pressure wash and seal pavers in the CRA District; and

**WHEREAS**, after review, the evaluation Committee determined that the proposal from XXXXXXXXXXXXXXXX is in the best interest of the City of Deerfield Beach; and

**WHEREAS**, the CRA Board must approve expenditures in excess of \$25,000; and

**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 approve the contract with XXXXXXXXXXXX to clean, pressure wash and seal pavers in the CRA district for an amount not to exceed \$XXXXXXXXXX.

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

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

ATTEST:

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

---

**REQUESTED ACTION:**

Approve resolution to enter into a cost-sharing agreement with the City of Deerfield Beach for turtle compliant lighting in an amount not to exceed \$100,000.

---

**SUMMARY EXPLANATION/BACKGROUND:**

The City of Deerfield Beach is currently advertising and accepting proposals for the installation of turtle compliant lighting along Ocean Way. On June 21, 2011, the City Commission will be asked to approve the bid from the lowest responsible and responsive contractor for this work. The City's Department of Environmental Services secured a \$450,000 grant from the Florida Wildlife Foundation (FWF) to design, purchase and install turtle compliant lighting along the beach. Some of the grant funds have already been used for design and the purchase of 225 bollards. The balance of the grant funds will be spent on the installation of the bollards and related grant work.

The CRA budget (190-8000-559.63-04 – Infrastructure and Capital Improvements) contains funding for lighting in the CRA with this type of cost sharing having been anticipated. In the event that bids for the installation of the turtle compliant lighting come in above the balance remaining in the grant, the CRA would fund a portion of the cost of installing this lighting within the CRA boundaries. FWF turtle grant funds will be expended first with the balance being drawn from the CRA budget to complete the installation. It is possible, based upon the engineering cost estimates, that the work will be paid entirely by the grant and will not require any CRA cost-sharing. Contingent upon the award of the contract by the City Commission, and if the expense of turtle compliant lighting is in excess of the CRA bid limit of \$10,000, the Board is asked to authorize the CRA Director to approve the matching expenditure of CRA funds as necessary but not to exceed \$100,000.

Funds for lighting are a budgeted expense (190-8000-559.63-04 – Infrastructure and Capital Improvements).

---

**ATTACHMENTS:**

**Turtle Compliant Bollard Installation Memo  
Resolution (To be distributed at meeting)**



# *Memorandum*

## *Department of Environmental Services*

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**To:** Burgess Hanson, City Manager

**From:** Charles DaBrusco, Director of ES  
Chad Grecsek, Assistant to ES Director

**Copy:** Keven Klopp, Assistant City Manager  
Amanda Shafer, Assistant to City Manager

**Date:** 06/03/11

---

**Subject:** Authorization to approve contract with XXXXX to conduct bollard installation and related work associated with sea turtle grant for an amount not to exceed \$XXX.XX.

---

### **Background**

In November 2010 the City of Deerfield Beach (City) signed an agreement with the Florida Fish and Wildlife Conservation Commission (FFWCC) to utilize \$450,000 of grant funds awarded to the City from the Florida Wildlife Foundation (FWF) to install energy efficient LED sea turtle friendly bollards and remove existing non-sea turtle compliant lighting along Ocean Way.

Over the last several months staff has been working with FFWCC representatives to develop a design using FFWCC approved bollards manufactured by Stonelight. Design work was completed in May and last month staff received commission approval to purchase 225 bollards from Stonelight for this project. Manufacturing of the bollards has commenced and the Stonelight bollards are the same ones that were recently installed as part of the SE 9<sup>th</sup> – 10<sup>th</sup> Street Ocean Way improvement project.

The work will entail the installation of approximately 225 bollards starting at the North Pavilion along Ocean Way meeting up with the recently completed bollard installation approximately 100 feet north of SE 9<sup>th</sup> Street.

### **Competitive Bids**

On May 26, 2011, a bid specification package was released to request pricing for the installation of the bollards and the related work associated with this grant project.

Bids were opened on June 16, 2011 and XX proposals were received. XXXX was identified as the lowest most responsible and responsive bidder. See attached memo.



In light of XXXX being the lowest most responsible and responsive bidder to respond, staff is recommending authorization to negotiate a contract with XXXX to conduct the work so that it can be completed by the September 29, 2011 deadline.

This project will be paid for using Sea Turtle Grant dollars and – *Depending on bid prices received it may also include CRA allocation for work conducted within the CRA.*

Respectfully Submitted,

---

Charles DaBrusco

C: Chad Grecsek, Assistant to the ES Director

**REQUESTED ACTION:**

Approve the CRA FY 2012 – 2016 5-Year Capital Improvement Plan and direct staff to incorporate it into the current (FY'12) and future (FY '13-16) budget processes.

---

**SUMMARY EXPLANATION/BACKGROUND:**

In order to plan the next five years' activities of the CRA, staff has developed a 5 Year Capital Improvement Plan (FY 2012 – FY 2016). This plan lists the projects that the CRA anticipates implementing and lists the costs involved for each project. Projects are prioritized and scheduled on a timetable that is manageable for *proposed* staff to implement (note that a subsequent agenda item discusses construction project staff).

The Capital Improvements Plan will be integrated with the CRA's FY 2012 annual budget, with the current year's capital projects appearing as line items within the budget. This type of integration will allow staff to accurately benchmark progress, CRA accomplishments and return on investment.

The 5 year capital improvement plan will be adjusted as necessary to reflect the annual budget that the CRA Board adopts later this year. Then, one year from now, an updated 5 year CIP (FY 2013-FY 2017) will be presented for the Board's consideration.

---

**ATTACHMENTS:**

**5 Year Capital Improvement Plan**

	A	C	D	E	F	G	H	I	J
1	<b>DRAFT - City of Deerfield Beach CRA Five-Year CIP FY 2012-2016</b>								
2	June 10, 2011								
3									
4	<b>WATER/SEWER</b>								
5	<u>Project Name</u>	<u>Total Cost</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>Five Year Total</u>	<u>Unexpended Current Budget (FY10-11)</u>
6	Fire Hydrant Coverage Upgrades	\$ 175,500	\$ 175,500					\$ 175,500	\$ -
7									
8	<b>WATER/SEWER TOTAL</b>	<b>\$ 175,500</b>	<b>\$ 175,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 175,500</b>	<b>\$ -</b>
9									
10	<b>DRAINAGE IMPROVEMENTS</b>								
11	<u>Project Name</u>	<u>Total Cost</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>Five Year Total</u>	<u>FY10-11 Budget</u>
12	Cove Gardens Drainage Improvements	\$ 1,625,000	\$ 1,213,000	\$ -	\$ -	\$ -	\$ -	\$ 1,625,000	\$ 412,000
13									
14	<b>DRAINAGE TOTAL</b>	<b>\$ 1,625,000</b>	<b>\$ 1,213,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,625,000</b>	<b>\$ 412,000</b>
15									
16	<b>SIDEWALK/STREETSCAPING IMPROVEMENTS</b>								
17	<u>Project Name</u>	<u>Total Cost</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>Five Year Total</u>	<u>FY10-11 Budget</u>
18	Five Year Sidewalk CIP	\$ 1,000,000	\$ 148,000	\$ 148,000	\$ 148,000	\$ 148,000	\$ 148,000	\$ 1,000,000	\$ 260,000
19	Beach Area Sidewalk Upgrades	\$ 425,000	\$ 25,000	\$ 400,000	\$ -	\$ -	\$ -	\$ 425,000	\$ -
20	Hillsboro Blvd. Streetscaping	\$ 1,186,794	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,186,794	\$ -
21									
22	<b>SIDEWALK/STREETSCAPING TOTAL</b>	<b>\$ 2,611,794</b>	<b>\$ 173,000</b>	<b>\$ 548,000</b>	<b>\$ 148,000</b>	<b>\$ 148,000</b>	<b>\$ 148,000</b>	<b>\$ 2,611,794</b>	<b>\$ 260,000</b>
23									
24	<b>PARKING IMPROVEMENTS</b>								
25	<u>Project Name</u>	<u>Total Cost</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>Five Year Total</u>	<u>FY10-11 Budget</u>
26	Main Beach Parking Area Improvements	\$ 1,625,000	\$ 1,025,000	\$ -	\$ -	\$ -	\$ 600,000	\$ 1,625,000	\$ -
27	Community Facility & Parking Deck Debt Service	\$ 1,500,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,500,000	\$ -
28	Cove Shopping Center Parking Lot	\$ 2,530,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 2,530,000	\$ 2,500,000
29	Purchase of Deerfield Beach Island Entryway/NE 1st Street Properties	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000	\$ -
30									
31	<b>PARKING TOTAL</b>	<b>\$ 6,755,000</b>	<b>\$ 2,455,000</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>\$ 900,000</b>	<b>\$ 6,755,000</b>	<b>\$ 2,500,000</b>
32									
33	<b>PARK IMPROVEMENTS</b>								
34	<u>Project Name</u>	<u>Total Cost</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>Five Year Total</u>	<u>FY10-11 Budget</u>
35	Option 1 Improvements	\$ 332,118	\$ 25,000	\$ 307,118	\$ -	\$ -	\$ -	\$ 332,118	\$ -
36	Purchase of Riverview Road and Pal's/Charlie's Crab	\$ 2,200,000	\$ 2,200,000	\$ -	\$ -	\$ -	\$ -	\$ 2,200,000	\$ -
37	Option 2 Improvements	\$ 2,000,000	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 2,000,000	\$ -
38	Purchase of Chamber of Commerce	\$ 350,000	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ 350,000	\$ -
39	Pier Project	\$ 3,500,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000	\$ 2,500,000
40	Beach Enhancements	\$ 1,016,500	\$ 670,000	\$ -	\$ 85,500	\$ 85,500	\$ 85,500	\$ 1,016,500	\$ 90,000
41									
42	<b>PARK TOTAL</b>	<b>\$ 9,398,618</b>	<b>\$ 3,895,000</b>	<b>\$ 657,118</b>	<b>\$ 1,085,500</b>	<b>\$ 1,085,500</b>	<b>\$ 85,500</b>	<b>\$ 9,398,618</b>	<b>\$ 2,590,000</b>
43									
44	<b>LIGHTING IMPROVEMENTS</b>								
45	<u>Project Name</u>	<u>Total Cost</u>	<u>FY 2011/2012</u>	<u>FY 2012/2013</u>	<u>FY 2013/2014</u>	<u>FY 2014-2015</u>	<u>FY 2015-2016</u>	<u>Five Year Total</u>	<u>FY10-11 Budget</u>
46	Lighting Coverages Upgrades	\$ 666,900	\$ 65,000	\$ 150,475	\$ 150,475	\$ 150,475	\$ 150,475	\$ 666,900	\$ -
47	Beach Area Lighting Improvements	\$ 975,000	\$ -	\$ -	\$ 150,000	\$ -	\$ 825,000	\$ 975,000	\$ -
48	Turtle Nesting Season Compliant Lighting	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ 400,000
49									
50	<b>LIGHTING TOTAL</b>	<b>\$ 2,041,900</b>	<b>\$ 65,000</b>	<b>\$ 150,475</b>	<b>\$ 300,475</b>	<b>\$ 150,475</b>	<b>\$ 975,475</b>	<b>\$ 2,041,900</b>	<b>\$ 400,000</b>
51									
52	<b>OVERALL TOTALS</b>	<b>\$ 22,607,812</b>	<b>\$ 7,976,500</b>	<b>\$ 1,655,593</b>	<b>\$ 1,833,975</b>	<b>\$ 1,683,975</b>	<b>\$ 2,108,975</b>	<b>\$ 22,607,812</b>	<b>\$ 6,162,000</b>
53									
54									
55									

---

**REQUESTED ACTION:**

Authorize a budget transfer in the amount of \$19,000 from the CRA's "Infrastructure and Capital Improvements" budget to "Personal Services" budget.

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**SUMMARY EXPLANATION/BACKGROUND:**

This transfer will facilitate the employment of a Project Manager as a contractual employee through the remainder of FY'11. The amount is based on 35 hours a week at an hourly rate comparable to the market rate for an employee with the required education, skill and experience. As proposed, the position will not include benefits.

Transfer Details

From: 190-8000-559.63-04  
\$19,000

To: 190-8000-552.10-01  
\$19,000

The inclusion of a full-time CRA construction project manager will be recommended in the proposed FY 2012 CRA Budget. City staff members from the Environmental Service Department currently assist with managing the CRA's capital improvement projects. Their salaries are subsidized by the CRA. It is anticipated that in FY 2012 those City employees will be assigned to plan and implement bond-funded capital improvement projects outside of the CRA. Employing a CRA project manager now will allow for a transition as well as allow the CRA to initiate projects which had been scheduled for 2011, such as ADA sidewalks, which have not begun yet.

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**ATTACHMENTS:**

Project Manager job description and employment contract

# City of Deerfield Beach Community Redevelopment Agency Job Description

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Job Title	Project Manager
Reports to (Title):	CRA Coordinator
Department/Division:	Community Redevelopment Agency

**GENERAL SUMMARY:**

Performs administrative and professional work serving as a project manager for the Community Redevelopment Agency (CRA). Work involves working with the development review committee to review development plans and CRA projects for compliance with all engineering standards. Work also includes development and/or revision of procedures and special research projects. Performs a variety of tasks to oversee administrative details. Work is performed under general direction of the CRA Coordinator or designee and is reviewed from an overall standpoint upon completion through discussion and evaluation of reports submitted and results obtained.

**DUTIES AND RESPONSIBILITIES:**

- Perform detailed design and production of plans and specifications.
- Research and compile data or information for reports, maintain database for cost estimates, etc.
- Act as liaison among departments, functions or groups within the City. Communicate information to appropriate personnel.
- Disseminate engineering information to consultants, developers, contractors, and citizens as appropriate.
- Operate computer to enter, retrieve, delete, and/or manipulate various types of engineering data; prepare correspondence, and prepare various projects on AutoCad.
- Perform field inspections of construction sites and/or roadways to determine existing conditions, verify as-builts, resolve construction issues and collect other data.
- Maintain project compliance with the City's Standard Engineering specifications.
- Research information regarding right-of-ways, easements, storm drain lines and existing utilities.
- Attend meetings as required.
- Perform all other related duties as assigned.

**Education and Experience:**

Bachelor's Degree in Civil Engineering or related field and at least three (3) years experience; or an equivalent combination of training, education and experience.

**Licenses and/or Certificates:**

Valid Florida Driver's License  
Minimum of Engineering Intern Certification  
Preferred Florida Licensed Professional Engineer (PE)

**Knowledge, Skills, and Abilities:**

Knowledge of the principles and practices of assigned area (e.g. City Manager, CRA, Public Works, Engineering and Utilities, etc). Knowledge of Federal, State, County and local engineering standards and permitting requirements. Knowledge of training techniques and presentation skills. Knowledge of policies and procedures of city government.

Skill and proficiency in preparing designs and construction drawings in AutoCad. Skill and proficiency in creating and maintaining critical path projections. Skill and proficiency in word processing and spreadsheet software.

Ability to detect errors and make corrections in written correspondence, budget documents, reports, etc. Ability to establish and maintain effective relationships with employees, City officials, and the general public. Ability to coordinate various projects in an efficient and effective manner. Ability to effectively communicate orally and in writing.

# City of Deerfield Beach Community Redevelopment Agency Job Description

## WORKING CONDITIONS:

The physical conditions that apply to the Worker in this job are described as follows:

- None: The worker is **not substantially exposed to adverse environment conditions**: job likely consists of typical office work or administrative work.
- The worker is subject to **inside environmental conditions**: protection from weather conditions but not necessarily from temperamental changes (i.e. warehouses, covered loading docks, garages, etc).
- The worker is subject to **outside environmental conditions**: no effective protection from the weather.
- The worker is subject to **extreme cold**: temperatures below 32 degrees for periods of more than one hour.
- The worker is subject to **extreme heat**: temperatures above 100 degrees for periods of more than one hour.
- The worker is subject to **noise**: there is sufficient noise to cause the workers to shout in order to be heard above the surrounding noise level.
- The worker is subject to **vibration**: exposure to oscillating movements of the extremities or whole body.
- The worker is subject to **hazards**: includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on scaffolding and high places or exposure to chemicals.
- The worker is subject to **atmospheric conditions**: one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dust, mists, gases or poor ventilation.
- The worker is subject to **oils**: there is air and/or skin exposure to oils and other cutting fluids.
- The worker is required to wear a **respirator**.

## PHYSICAL ACTIVITIES:

Essential physical activities:

- |   |   |  |   |                                    |                                   |
|---|---|--|---|------------------------------------|-----------------------------------|
| <input type="checkbox"/> Stooping           | <input type="checkbox"/> Crouching              | <input type="checkbox"/> Walking               | <input type="checkbox"/> Pulling          | <input type="checkbox"/> Lifting   | <input type="checkbox"/> Grasping |
| <input checked="" type="checkbox"/> Hearing | <input checked="" type="checkbox"/> Near Acuity | <input checked="" type="checkbox"/> Far Acuity | <input type="checkbox"/> Kneeling         | <input type="checkbox"/> Reaching  | <input type="checkbox"/> Pushing  |
| <input checked="" type="checkbox"/> Talking | <input type="checkbox"/> Standing               | <input type="checkbox"/> Fingering             | <input type="checkbox"/> Climbing         | <input type="checkbox"/> Balancing | <input type="checkbox"/> Crawling |
| <input type="checkbox"/> Feeling            | <input type="checkbox"/> Driving                | <input type="checkbox"/> Repetitive Motion     | <input type="checkbox"/> Depth Perception |                                    |                                   |
| <input type="checkbox"/> Other              |   |  |   |                                    |                                   |

**DISCLAIMER:** The above information on this description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties and qualifications required of employees assigned to this job.

## For Office Use Only

Revision Date: June, 2011  
Previous Revision Date: October, 2007  
Previous Title: Project Engineer

**ACKNOWLEDGEMENT:** By signing below, employee acknowledges receipt of this job description.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## AGREEMENT

This **Agreement** is made and entered into by the **CITY OF DEERFIELD BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as **Employer**), and by XXXXXXXXXX (hereinafter referred to as **Employee**), an individual who has professional knowledge, skills and abilities in capital project management, both of whom agree as follows:

### Section 1 - Term

This **Agreement** shall remain in full force and effect from **June 15, 2011 through September 30, 2011**, or until terminated by the **Employer** or the **Employee**.

### Section 2 - Duties and Authority

**Employee** agrees to perform the functions and duties of Project Manager, as directed by **Employer** and according to Project Manager Job Description. In such capacity, **Employee** shall report directly to **Employer's** CRA Coordinator or Successor.

### Section 3 - Compensation

**Employer** agrees to pay **Employee** an hourly salary of \$36.00/hour, payable in bi-weekly installments as other management employees of the **Employer** are paid.

### Section 4 - Automobile

**Employer** shall provide a car allowance of \$4,000 per year, payable on a bi-weekly basis, to **Employee** for her use of her personal vehicle for work related travel.

### Section 5 - Termination

**Employee** shall serve at the pleasure of the **Employer's** City Manager or Successor and may be terminated at any time by the City Manager or Successor as an at-will employee either with or without cause.

### Section 6 - Hours of Work

**Employee** will work 35 hours per week.



APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew S. Maurodis - City Attorney

WITNESSES:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by **Burgess Hanson**, City Manager of the City of Deerfield Beach.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_ Personally known to me  
or  
\_\_\_\_ Produced identification  
Type of Identification Produced:

\_\_\_\_\_  
Printed, typed or stamped name of  
Notary Public exactly as commissioned

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

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by **XXXXXXXXXXXX** (Employee).

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_ Personally known to me  
or  
\_\_\_\_ Produced identification  
Type of Identification Produced:

\_\_\_\_\_  
Printed, typed or stamped name of  
Notary Public exactly as commissioned

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

---

**REQUESTED ACTION:**

Approval of a resolution awarding CSHJ INC. (Two Georges at The Cove) \$98,800 in funding from the Commercial Façade Improvements Program for façade improvements to 1754 SE 3<sup>rd</sup> Court.

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**SUMMARY EXPLANATION/BACKGROUND:**

The former Cove Restaurant was purchased by the owners of Two Georges in September 2010. The restaurant was subsequently renamed Two Georges at The Cove and the new owners began undertaking several interior improvements to update the restaurant and bring it in line with the Two Georges brand.

The owners are proposing to commence improvements to the restaurant's exterior and seek funding from the CRA Commercial Façade Program to offset the costs of these improvements. The façade of this waterfront restaurant is going to be completely renovated. The project will include new hardy plank exterior siding, paint, decorative custom painted mural, awnings, protective hurricane shutters, wrought iron railings along the Intracoastal, parking lot parking sign, drainage, asphalt and striping and dumpster enclosure. In addition to façade improvements, the restaurant will be repainted inside, a cooling mister system will be installed for the comfort of deck patrons and a compactor will be installed in the dumpster to reduce the number of weekly sanitation service calls. Non-façade improvements, permit and professional services fees such as architecture, design and engineering were not considered eligible for the façade program match.

The project was well-received by the Community Appearance Board and unanimously approved at its June 8, 2011 meeting. It is consistent with the Cove Overlay District guidelines. The project will still need to gain the necessary permits and approvals required for the work.

The attached budget details \$205,545.74 in proposed façade improvements that will be undertaken as part of this project. If façade program funding is approved, the project will be privately financed by CSHJ, Inc. and will begin immediately. All improvements are scheduled to be completed within six months.

The restaurant has 494 linear feet of facade and therefore qualifies for \$98,800 in program funding.

This is a budgeted expense (190-8000-552.39-59 – Commercial Façade Improvements Program)

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**ATTACHMENTS:**

**Two Georges at The Cove Commercial Façade Application  
Resolution**

# DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

## COMMERCIAL FAÇADE PROGRAM

### APPLICATION (PLEASE TYPE OR PRINT)

Applicant's Name: CSHJ Lots LLC TBA Two Georges at The Cove

Phone: (904) 427-0353

Mailing Address: 1645 S.E. 3<sup>RD</sup> Ct. Ste. 011

Deerfield Beach, FL 33441

Property Address: 1754 S.E. 3<sup>RD</sup> Ct.

Deerfield Beach, FL 33441

Business Name: Two Georges at The Cove

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

See attached description

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

Total Cost of Project: \$212,000.00

CRA Funds Requested: \$98,800.00

## 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**

*Steve Scapp*

6/7/11

**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.**

DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMERCIAL FACADE PROGRAM

**DESCRIPTION OF PLANNED IMPROVEMENTS:**

**DUMPSTER:** DUMPSTER ENCLOSURE WITH ELECTRIC FOR COMPACTOR .

**AWNING:** RECOVER ONE 45' X 7' ROUND TOP ENTRANCE CANOPY. (ISLAND TURQUOISE #857204)  
RECOVER CANOPY ROOF OVER RESTAURANT. (MAIN CANOPY COVER AND OUTER PERMIETER COVER TO BE INSTALLED AS TWO SEPARATE COVERS. MAIN CANOPY COVER WILL HAVE A FLAP TO COVER THE SPLIT BETWEEN THE COVERS). (IVORY COAST #857239)

**EAST SIDE FENCE:** INSTALLATION OF 93 FT. ALUMINIUM EXTERIOR GUARDRAILS (BRONZE COLOR TO MATCH EXISTING).

**MARINA PARKING LOT AND DRAINAGE:**

INSTALL TO CATCH BASINS 2 EACH, INSTALL EXFILTRATION TRENCH 80LF, ERADICATE/MIX ASPHALT 1335 SY, 2 LIFTS ¾" ASPHALT 1335 SY, D CURB 360 LF, FINAL STRIPING.

**HURRICANE SHUTTERS:**

INSTALLATION OF 0.50 ALUMINIUM HURRICANE PANELS.

**PAINTING BUILDING:**

**RESTAURANT:** PAINT (PALE YELLOW COLOR FULL MOON - SW#6679) AND QUENCH BLUE #SW6785 FOR THE SHUTTERS. (SEE ATTACHED DESIGN)  
PAINT OUTSIDE DECK WALLS (SEE ATTACHED DESIGN)

**SIDING:** CLAPBOARD (WITH HARDY PLANK) ALL EXTERIOR WALLS, CORNER BOARDS AND TRIM WITH HARDY PLANKS 1"X 4". FAUX WINDOW AND SHUTTERS FOR NORTH WALL...PAINT SHUTTER (SHERWIN WILLIAMS QUENCH BLUE #SW6785).

**PAINT MURAL:** PAINT 30FT. X 6 FT. "TROPICAL BEACH" EXTERIOR MURAL, FRAMED WITH 1" X 4" HARDY PLANK (WHITE) (SEE ATTACHED DESIGN)

**PARKING SIGN:** 8' X 3' WOOD PARKING SIGN WITH NAUTICAL PILINGS – CLEATS – ROPE.

**ENTRY WAY:** REFLOAT CONCRETE – FINISH WITH DECORATIVE STAIN AND EXTERIOR CLEAR COAT WITH 2 ANTIQUE NAUTICAL LAMPS PORT AND STARBOARD FOR EACH SIDE OF DOOR.

**TWO GEORGES AT THE COVE  
COMMUNITY REDEVELOPMENT AGENCY  
COMMERCIAL FACADE FUNDING PROGRAM**

	DESCRIPTION ITEM	CONTRACTOR	PROPOSAL AMOUNT
1	DUMPSTER	TEKTONICA INDUSTRIES	\$19,101.60
2	ELECTRICAL DUMPSTER	HYPOWER, INC.	\$5,568.00
3	EAST SIDE FENCE	LAKE WORTH STEEL	\$3,578.14
4	EASTSIDE WALL REMOVAL	TEKTONICA INDUSTRIES (WAYNE)	\$5,640.00
5	MARINA PAVING/DRAINAGE	WEST CONSTRUCTION	\$84,441.00
6	FRONT DOOR AWNING	HOOVER AWNING	\$2,090.00
7	RESTAURANT AWNING	HOOVER AWNING	\$24,500.00
8	HURRICANE SHUTTERS	FLORIDA STORM PROTECTION	\$13,000.00
9	PAINT BUILDING/CLAPBOARD	ED CAREY DESIGN	\$23,952.00
10	ENTRY WAY FLOORING	ED CAREY DESIGN	\$2,225.00
11	PAINT MURAL	RICK NOVAK TROPICAL FINE ART	\$9,750.00
12	STAIN OUTSIDE DOCK AREA	BRIKAR, INC.	\$9,350.00
13	PARKING SIGN	ED CAREY DESIGN	\$2,350.00
<b>TOTAL</b>			<b>\$205,545.74</b>

DATE 6/08/2011

**CHAPIN, OWEN & SANDSTROM, PA**  
**CERTIFIED PUBLIC ACCOUNTANTS**

3901 National Drive, Suite 260  
Burtonsville, MD 20866-1189

Tel: (301) 421-1330  
Fax: (301) 384-6664  
[www.coscpas.com](http://www.coscpas.com)

June 3, 2011

Deerfield Beach CRA,

I am writing to confirm that CSHJ Inc. T/A Two Georges at The Cove does have the appropriate finances to complete the proposed projects. They will not need to acquire bank financing, as it will be funded by CSHJ Inc.

Sincerely,

  
Leesa J. E. Owen, CPA

**ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT**

ANNEXED TO AND FORMING A PART OF THE REAL ESTATE PURCHASE AGREEMENT BETWEEN COVE REAL PROPERTIES, INC., a Florida corporation ("Seller") and CSHJ PROPERTIES, LLC, a Florida limited liability company, and CSHJ LOTS, LLC, a Florida limited liability company (collectively, the "Purchaser") dated September 3, 2010, Re: Premises located at 1754-1756 S.E. 3<sup>rd</sup> Court, Deerfield Beach, Florida.

The first paragraph of Article 1.1 of the aforesaid Agreement entitled "Property" is hereby amended to read as follows:

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, at the price and upon the other terms and conditions hereafter set forth, that certain real property located at 1754-1756 SE 3<sup>rd</sup> Court, Deerfield Beach, Florida, together with the following:

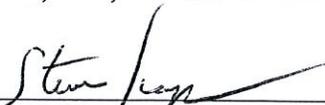
IN WITNESS WHEREOF, the parties have caused this Addendum to Real Estate Purchase Agreement dated this 18 day of September, 2010.

**PURCHASER:**

CSHJ Properties, LLC, a Florida limited liability company

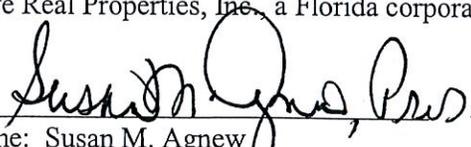
By:   
Name: Steven Scaggs  
Title: President

CSHJ Lotts, LLC, a Florida limited liability company

By:   
Name: Steven Scaggs  
Title: President

**SELLER:**

Cove Real Properties, Inc., a Florida corporation

By:   
Name: Susan M. Agnew  
Title: President



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
06/07/2011

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach, FL 33483 Thomas E. Lynch		PHONE (A/C, No, Ext): 561-276-5221	COMPANY Citizens Property Insurance Co 6676 Corporate Ctr Parkway Jacksonville, FL 32216-6105	
FAX (A/C, No): 561-276-5244	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: TWOGE-1				
INSURED  Two Georges at the Cove CSHJ, Inc 1645 SE Third Court, Ste. 211 Deerfield Beach, FL 33441		LOAN NUMBER	POLICY NUMBER CCW1046444	
		EFFECTIVE DATE 12/01/10	EXPIRATION DATE 12/01/11	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
1754 SE 3rd Court  
Deerfield Beach, FL 33441

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**COVERAGE INFORMATION**

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Citizens -Basic Form R/C		
Building 3% Wind/Hail ded	1900400	5000
Personal Property 3% Wind/Hail ded	421600	5000
Business Income 1/6 monthly limitation	500000	24
Liberty Mutual Fire Ins. Co. Excess over Citizens		
Policy # TBD - Eff 6/1/11-12 DIC/Special R/C		
Building	1900400	5000
Personal Property	421600	5000
Business Income	1200000	24

**REMARKS (Including Special Conditions)**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

NAME AND ADDRESS  CSHJ Inc. Two Georges at the Cove 1754 SE 3rd Court Deerfield Beach, FL 33441	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	<input checked="" type="checkbox"/> Proof of Coverage
	LOAN #	
AUTHORIZED REPRESENTATIVE Thomas E. Lynch		

# TEKTONICA INDUSTRIES, INC.

CGC1505694

CCC1327744

#3 TURTLE CREEK RD. TEQUESTA, FL 33469

PHONE: (561)745-2858

FAX: (561)743-1850

3-9-11

Revised 6-3-11

## PROPOSAL/CONTRACT

**Job:** 2 Georges @ the Cove

Deerfield Beach Florida

Dumpster enclosure w/ electric for compactor.

Scope of work:

1. Have draftsman and engineer do drawings for dumpster enclosure and also for door and framing that was installed without permit under awning.
2. Includes engineered density report before we pour concrete.
3. Cut out asphalt and remove, form and pour slab and pour 3 foot approach. (4" slab)
4. Install 6 foot high block wall, pour beam and columns.
5. Stucco and paint.
6. Install 6' high by 8'-8" wide double Gates with privacy slats, wall mounted hinges.
7. Electric as follows:
  - Trench and install pipe from existing transformer to new dumpster location.
  - Tap into transformer
  - Run wire in conduit and back fill trench after inspection
  - Install 1- 2 pole 60 amp disconnect at dumpster location for Compactor Company to hook up to.
8. We will pull both permits for door and dumpster and need to be reimbursed for fees.
9. Owner to update and pay for surveys.
10. Owner responsible for compactor and installation. We will schedule and work with Compactor Company.

Addendum's per Zoning location and size change. May 2011

Scope of work:

1. Add block, stucco, slab, and paint to make 16' wide instead of 12'.
2. Remove 2' of asphalt and 1 foot deep of road rock around 3 sides for hedge.
3. Plant 25 Coco plum, install topsoil and mulch.
4. Have electrician (High power) run electric underground to new dumpster location.
5. Have architect do minor changes to site plan.
6. Make dumpster gate wider to accommodate new opening.

Total add on. \$6441.60

Total original Price: \$12,660.00

With add on: **\$19,101.60**

deposit \$3798.00

due at block \$10,303.60

due at final \$5000.00

Progressive payment schedule.

### ACCEPTANCE OF PROPOSAL/ AGREEMENT

OWNER/AGENT: \_\_\_\_\_  
(FACSIMILE SIGNATURE IS VALID AND BINDING)

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_  
(FACSIMILE SIGNATURE IS VALID AND BINDING)

DATE: \_\_\_\_\_

RESPECTFULLY SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(FACSIMILE SIGNATURE IS VALID AND BINDING)

*ALL MATERIALS ARE GUARANTEED AS SPECIFIED, AND THE WORK PERFORMED IS IN ACCORDANCE WITH THE SPECIFICATIONS LISTED. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER AND WILL COMPLY WITH STATE BUILDING CODES. THIS PROPOSAL IS VALID FOR 30 DAYS. ANY DEVIATION FROM THIS PROPOSAL/ AGREEMENT IS SUBJECT TO CHANGE ORDER. ALL BILLS ARE DUE UPON RECEIPT AND ARE PAST DUE AFTER 10 DAYS. INTEREST OF 1.5% MONTHLY WILL BE CHARGED ON ALL PAST ACCOUNTS. ANY LEGAL FEES INCURRED BY TEKTONICA INDUSTRIES, INC., COLLECTING PAST DUE ACCOUNTS WILL BE ADDED TO THE PAST DUE BALANCE. TEKTONICA INDUSTRIES, INC. IS NOT RESPONSIBLE FOR SUDDEN INCREASES IN MATERIAL PRICES.*

5913 NW 31<sup>st</sup> Ave  
Ft. Lauderdale, FL 33309  
P: (954) 917-1474  
F: (954) 969-3174  
C: (954) 410-7277

## Scope of Work Agreement

**Date:** May 24, 2011

**Company Name:** Tektonica Inc.  
3 Turtle Tree Dr.  
Jupiter, FL 33469

**Attention:** Brian C McIntire, *Owner*

We are pleased to submit our Price Proposal Pages 1 through 3 enclosed herein, to furnish and install the electrical system at the construction project referenced below.

We guarantee that all equipment and material except as herein otherwise noted, shall be new and conform to standards specified by these documents.

**PROJECT INFORMATION:**

**Two Georges at The Cove**  
1755 SE 3<sup>rd</sup> Court  
Deerfield Beach, FL 33441

**Project:** Trash Compactor Project

**Total Labor and Material.....\$5,568.00**

Drawings	Dated	Drawings	Dated	Drawings	Dated
N/A					

**SCOPE  
CLARIFICATIONS:**

**INCLUDED:**

Furnish and install

1. Conduit, wiring, disconnects and appurtenances associated with new trash compactor system.
2. New sub panel from existing Panel located at west end of the dock in order to feed additional circuitry.
3. Directional bore from new sub panel to trash compactor location.
4. Acquire permit and coordinate necessary inspections required by authorities having jurisdiction.
5. Installation shall comply with NEC NFPA 70.
6. Commercial liability insurance (as per specifications).
7. Workers compensation insurance (per State of Florida).
8. Automobile liability insurance (as per specifications).

**EXCLUDED:**

1. Overtime, weekend, or holiday work.
2. Permit fees.

**SPECIAL CONDITIONS:**

1. Bonds not included.
2. Hypower Inc. is a Merit Shop contractor EC # 13003796.
3. This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 5%. We reserve the right to recover cost impacts above (SIR).
4. Prime Contractor shall provide Hypower Inc. with a part of the staging area sufficient to store our materials and equipment. Final restoration of staging area is to be by others.
5. It is understood and accepted that this proposal is confidential and is furnished to the contractor for its use. As such, the information in this proposal is strictly confidential and shall not be disclosed to any party, excepting the project owner, without the express written consent of Hypower Inc.

**OTHER  
TERMS &  
CONDITIONS:**

Requisitions for progress payments shall be made each month for all work performed and all materials stored on the jobsite through the end of the pay estimate period.

Payment shall be due within THIRTY (30) days from billing of invoice.

This price is good for Ten (10) days, after which time, might be subjected to escalation.

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations and agreements, either written or oral, with respect to the subject matter hereof. This Agreement may only be changed with a fully executed scope of work agreement change order and no terms or provisions hereof may be waived by **Tektonica Industries Inc.** except in writing signed by its duly authorized officer or agent. All price negotiations and agreements for this job are merged into this Agreement.

The said parties for themselves, their heirs, executors, administrators, successors and assigns, in signing below, do hereby agree to the full performance of the covenants herein contained.

By executing this scope of work agreement, your company commits to pay the funds for the scope specified above for the stated price herein in addition to any subsequent change orders to this scope of work agreement fully executed by both parties.

Please acknowledge your acceptance and agreement by signing this letter and returning it to this office within ten (10) days of your receipt of this letter.

Thank you,

*Nick Giannoutsos*

Nick Giannoutsos  
Service Account Manager  
Fort Lauderdale, Florida



AGREED and ACCEPTED:  
**Tektonica Industries Inc.**

\_\_\_\_\_  
Name (print):

\_\_\_\_\_  
Name (sign):

\_\_\_\_\_  
Title:

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

# LAKE WORTH STEEL INC.

113 NORTH O ST.  
LAKE WORTH, FL 33460  
(561)707-4074  
daniel@lakeworthsteel.com

Date	Estimate #
3/16/2011	1218-14

Name / Address
<b>Two Gourges Restraunt</b>

PROJECT NAME
TWO GOURGES @ THE COVE RAILING

## PROPOSAL

P.O. No.

Description	Qty	Rate	Total
<b>MISC. MATERIAL (due up front with final payment due upon completion)</b>	1	1,200.00	<b>1,200.00</b>
<b>Fabrication and installation of aluminum exterior guardrail. (bronze)</b>	98	22.20	<b>2,175.60</b>
<b>FLTX (6 %)</b>	1	202.54	<b>202.54</b>

### NOTE/TERMS

\*ENGINEERING AND PERMITTING BY OTHER.

<b>Total</b>	<b>\$3,578.14</b>
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THANK YOU

DAN PAGE  
LAKE WORTH STEEL ERECTORS

ACCEPTANCE <u>Steve Suggs</u>
-------------------------------

# COVER PAGE

Date: 03/29/2011 01:26

NO. OF PAGE: 2 (include this page)

To:

---

Name: STEVE

---

From:

---

Name: Dan Page

---

TEL & FAX: (TEL) 561-707-4074  
(FAX) 561-588-1427

---

E-Mail: daniel@lakeworthsteel.com

---

Company: Lake Worth Steel Inc.

---

Address: 113 north O st.

---

Comment:

---

PLEASE SEE ATTACHED REV SED QUOTE...

# TEKTONICA INDUSTRIES, INC.

CGC1505694

CCC1327744

#3 TURTLE CREEK RD. TEQUESTA, FL 33469

PHONE: (561)745-2858

FAX (561)743-1850

6-7-11

## PROPOSAL/CONTRACT

Job: THE COVE  
HILLSBORO

### Scope of Work:

1. Demo 93 feet of a wood framed wall.
2. Remove all fasteners and brackets.
3. Remove any electrical in between columns.
4. Install up to 8 outlets in existing columns.

5640.00

Demo.....\$1500.00  
 Electric..... \$3200.00 (Price is reflecting info. Given)  
 Contractors fee..... cost plus 20% (including permit fees)

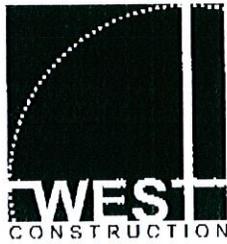
### ACCEPTANCE OF PROPOSAL/ AGREEMENT

OWNER/AGENT: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (FACSIMILE SIGNATURE IS VALID AND BINDING)

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (FACSIMILE SIGNATURE IS VALID AND BINDING)

RESPECTFULLY SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(FACSIMILE SIGNATURE IS VALID AND BINDING)  
 ALL MATERIALS ARE GUARANTEED AS SPECIFIED, AND THE WORK PERFORMED IS IN ACCORDANCE WITH THE SPECIFICATIONS LISTED. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER AND WILL COMPLY WITH STATE BUILDING CODES. THIS PROPOSAL IS VALID FOR 30 DAYS. ANY DEVIATION FROM THIS PROPOSAL/ AGREEMENT IS SUBJECT TO CHANGE ORDER. ALL BILLS ARE DUE UPON RECEIPT AND ARE PAST DUE AFTER 10 DAYS. INTEREST OF 1.5% MONTHLY WILL BE CHARGED ON ALL PAST ACCOUNTS. ANY LEGAL FEES INCURRED BY TEKTONICA INDUSTRIES, INC., COLLECTING PAST DUE ACCOUNTS WILL BE ADDED TO THE PAST DUE BALANCE. TEKTONICA INDUSTRIES, INC. IS NOT RESPONSIBLE FOR SUDDEN INCREASES IN MATERIAL PRICES.



WEST CONSTRUCTION, INC.  
318 S. Dixie Hwy. Suite 4 - 5  
Lake Worth, FL 33460-4452  
Phone (561) 588-2027  
Fax (561) 582-9419

Matthew F. West, Vice President  
e-mail - mwest@westconstructioninc.net

Sent VIA fax: 954-698-9719

June 2, 2011

Denise Buzzelli  
1754 S. 3<sup>rd</sup> Ct.  
Deerfield Beach, Florida 33441

Ms. Buzzelli,

West Construction, Inc. has proposes to provide materials, labor, and subcontractor services to necessary to design and build for the sum of **\$84,441.00**

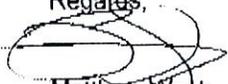
The following is the scope of work:

- Pollution Prevention
- Install to Catch Basins 2 Each
- Install Exfiltration Trench 80 LF
- Eradicate/Mix Asphalt 1335 SY
- 2 Lifts ¾" Asphalt 1335 SY
- D Curb 360 LF
- Final Striping
- Seal Coat Existing Parking Lot

- Survey Work
- Design Fees
- General Conditions
- Permits
- MOT

Please contact me should you have any questions.

Regards,

  
Matthew West  
Vice President

Winner of 70 National  
And International Awards  
Serving all of South Florida  
Since 1949

In Broward County at:  
844 NW 9<sup>th</sup> Avenue  
Ft. Lauderdale FL 3331



**PROPOSAL**  
**HOOVER**  
**CANVAS PRODUCTS CO.**

Member of  
Industrial Fabrics Assn. International  
Southern Canvas Products Assn.  
Construction Assoc. of South Florida

In Palm Beach County at:  
5107 Australian Avenue  
West Palm Beach FL 33407

INVOICE TO <b>Two Georges at The Cove</b>		PROJECT NAME <b>Same</b>			
STREET <b>1645 SE 3 Ct. suite 211</b>		STREET <b>Same</b>			
CITY, STATE, ZIP CODE <b>Deerfield Bch. FL 33441</b>		CITY, STATE, ZIP CODE <b>Same</b>			
PHONE <b>Denise Buzzelli</b>	CONTACT <b>561 901 4946</b>	SITE PHONE		FAX	
PATTERN NBR. <b>Match existing</b>	VALANCE <b>na</b>	SCALLOP <b>na</b>	BRAID <b>na</b>	TRIM <b>na</b>	PAINT FRAME <b>na</b>

**FABRICATE AND INSTALL**

1. Recover one 45' x 7' Round Top entrance canopy. \$2,090.00
  2. Recover Canopy Roof over Restaurant. Canopy runs 77' x 18' at north side, 75' x 18' at east side, 95' x 19' at south side and 35' x 10' at west side over storage. \$24,500.00
- Main canopy cover and outer perimeter cover to be installed as two separate covers. Main canopy cover will have a flap to cover the split between the covers.

One-year warranty on our materials and workmanship. Five-year warranty on electronically sealed seams. Five year pro-rated warranty on fabric only, and excludes labor and installation. For jobs outside of Dade, Broward, Palm Beach and Martin counties, Hoover will not be responsible for any expenses incurred by Hoover to bring Hoover's labor to the job site or to bring the awning(s) to Hoover, including (without limitation): airfare, room and board, taxi's, rental cars, taxes, duty, labor cost to and from the job site, etc.

<b>A Proposal</b> in excess of \$5,000.00 will not be binding on Hoover until signed by an executive officer.		PRICE	
THIS IS A LUMP SUM CONTRACT UNLESS OTHERWISE STATED. <b>We Propose</b> hereby to furnish material and labor as described above.		TAX	<b>Lump sum</b>
Sales Person: <b>Michael Hess</b> Date <b>5/31/2011</b>		PERMIT	<b>Per city/ engineer</b>
Hoover Canvas Products Co. by: _____ Date _____		TOTAL	
(Executive Officer)		DEPOSIT	
Payment Terms <b>Pay upon completion</b>		BAL DUE	

**CANVAS AND VINYL AWNINGS WILL WRINKLE.**

**Acceptance of Proposal-** The above prices, specifications and conditions on the reverse side hereof are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  
C.C. #77-77-AE C.C. #77-76-AE

PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

I OWN THE PROPERTY  YES  NO

**SERVING ALL SOUTH FLORIDA, THE BAHAMAS AND THE CARIBBEAN**  
**www.hoovercanvas.com**

<b>FT. LAUDERDALE</b>	<b>954-764-1711</b>	<b>1-800-264-7417</b>	<b>FAX: 954-763-5606</b>
<b>WEST PALM BEACH</b>	<b>561-844-4444</b>	<b>1-800-844-4848</b>	<b>FAX: 561-844-6879</b>

• The "TERMS AND CONDITIONS OF THIS SALE" accompany, and are part of, this proposal •  
**PLEASE RETURN SIGNED ORIGINAL UPON ACCEPTANCE**

# PROPOSAL

Date: 6-2-11 Lead Source: American Shutters

Proposal Prepared By: Tim Frangos

Proposal Valid for 7 days.

Purchaser: Steve Scaggs (Two Georges At The Cove)

Job Site Address: 1754 S.E 3rd Ct.

Deerfield Beach, Fl 33441

Tel.: 954-427-0353 Fax: \_\_\_\_\_

E-mail: (Denise) denee05@aol.com



**FLORIDA  
STORM  
PROTECTION  
UNLIMITED**

CGC 1515827 U-20814

Licensed and Insured

Member of the Better Business Bureau

Openings	Item	Color	Description	Total
30	Aluminum PNL	Mill	Installation of 0.50 Aluminum Hurricane Panels	
			Install Direct Mount Or With Tracks.	
			Bronze F-Track If Needed.	
			Miami/Dade Approved.	
Material and Labor Subtotal				\$13,000.00
Permit/Windload/Filing				NOT INCLUDED
Total				\$13,000.00
50% Deposit				\$6,500.00
<b>Balance Due Upon Completion of Installation</b>				<b>\$6,500.00</b>

Seller reserves the right to cancel and return deposit monies to buyer or adjust this proposal without penalty to company after final measurement, which is arranged after execution of this agreement. Any alteration or deviation from the above specifications, permitting delays, major material cost increases or extra work due to the unforeseen site conditions involving extra costs will be executed only upon written orders and will become an extra charge over and above the contract amount.

Signature \_\_\_\_\_

**Notes:**

PERMITS ARE NOT INCLUDED AT THIS TIME. COST FOR ENGINEERING WILL BE ADDED IF NEEDED. PERMITTING AND ENGINEERING COST SHOULD BE ABOUT (\$500 TO \$1000)

**Acceptance of Contract** – I/We have read both the front and back of this Proposal/Work Authorization and accept the terms and conditions printed/written on the front and back sides which are incorporated herein as part of this Agreement.

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Corporate Officer

**BUYER'S AND SELLER'S RIGHT TO CANCEL:** This is a home solicitation sale, and if you do not want the goods and services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or any part of any cash down payment. Seller shall have (15) days after the final measurement to review the terms and cancel the proposal if such review is not acceptable to its Engineering Review Department. In event of cancellation by Seller any deposit will be refunded.

Phone: (954) 785-0741

517 South Flagler Ave.

www.floridastormprotection.com

Fax: (954) 784-6878

Pompano Beach, Fl 33060

info@floridastormprotection.com

## TERMS AND CONDITIONS

1. **BINDING AGREEMENT.** PURCHASER REPRESENTS THAT IT HAS READ THIS AGREEMENT IN ITS ENTIRETY AND AGREES THAT FOLLOWING SELLERS HOME OFFICE APPROVAL, THIS AGREEMENT SHALL BE BINDING UPON PURCHASER, ITS HEIRS, SUCCESSORS AND/OR ASSIGNS. THIS AGREEMENT IS CONTINGENT UPON SELLERS HOME OFFICE APPROVAL WHICH SHALL BE CONCLUSIVELY EVIDENCED BY THE SIGNATURE OF THE SELLERS HOME OFFICE REPRESENTATIVE UPON THE FACE OF THIS AGREEMENT. PURCHASER FURTHER REPRESENTS THAT HE IS THE TRUE OWNER OR THE LAWFUL AGENT OF THE TRUE OWNER OF THE SUBJECT PREMISES UPON WHICH SELLER WILL BE INSTALLING THE SUBJECT GOODS AND SERVICES. PURCHASER ACKNOWLEDGES THAT THIS AGREEMENT AND THE SUBJECT PURCHASE AND SALE CONTEMPLATED HEREIN DOES NOT CONSTITUTE A HOME SOLICITATION SALE AND THAT SELLER AND ITS SALESPERSONS AND AGENTS CALLED UPON PURCHASER AND MADE A BUSINESS VISIT TO PURCHASERS HOME UPON THE EXPRESS INVITATION OF THE PURCHASER OR PURCHASERS AGENT.

2. **NO OTHER REPRESENTATIONS OR AGREEMENTS.** THIS AGREEMENT SETS FORTH EACH AND EVERY AGREEMENT BY AND BETWEEN SELLER AND PURCHASER. ANY OTHER ORAL AGREEMENTS OR PRIOR AGREEMENTS BETWEEN SELLER AND PURCHASER ARE INCORPORATED AND MERGED INTO THIS AGREEMENT AND THE CONTENTS OF THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR AGREEMENT OR OF ANY CONTEMPORANEOUS ORAL AGREEMENTS. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS MADE NO MATERIAL REPRESENTATIONS TO PURCHASER THAT ARE NOT SET FORTH WITHIN THIS WRITTEN AGREEMENT AND THAT PURCHASER HAS ASSURED HIMSELF THAT ANY REPRESENTATIONS MADE BY SELLER TO PURCHASER WHICH PURCHASER DEEMS TO BE MATERIAL AND IMPORTANT TO PURCHASER HAVE BEEN INCLUDED WITHIN THIS AGREEMENT. THIS AGREEMENT MAY NOT BE ORALLY AMENDED OR MODIFIED AND ANY AMENDMENT OR MODIFICATION TO THIS AGREEMENT MUST BE IN WRITING AND MUST BE SIGNED BY BOTH PURCHASER AND SELLER.

3. **INSTALLATION PROCESS.** DURING THE INSTALLATION OF THE SHUTTER SYSTEMS (OR SUCH HURRICANE PROTECTION PRODUCT AS CONTRACTED FOR WITHIN THIS AGREEMENT), EACH SYSTEM SHALL BE TESTED FOR PROPER FIT AND OPERATION. PURCHASER AGREES THAT IT MUST BE PRESENT DURING THE INSTALLATION PROCESS IF IT DESIRES TO VIEW THE SHUTTER SYSTEM AS INSTALLED AND DEPLOYED. SHOULD PURCHASER NOT MAKE ARRANGEMENTS TO BE PRESENT, SELLER WILL BE UNDER NO OBLIGATION TO AGAIN INSTALL OR DEPLOY EITHER THE SHUTTER SYSTEM OR ANY OF THE SHUTTERS FOLLOWING THE INITIAL INSTALLATION OF THE SHUTTER SYSTEM. FOLLOWING INSTALLATION, IF PURCHASER BELIEVES THAT SELLER HAS FAILED TO PROVIDE ANY PRODUCTS PURCHASED UNDER THE AGREEMENT THEN IN THAT EVENT PURCHASER MUST ADVISE SELLER WITHIN TEN (10) DAYS FOLLOWING THE INSTALLATION. FOLLOWING INSTALLATION, APPLICABLE LOCAL AUTHORITIES MAY REQUIRE SELLER TO LEAVE ONE OR MORE OF THE SHUTTERS IN THE INSTALLED AND DEPLOYED POSITION FOR INSPECTION AND SELLER SHALL HAVE NO RESPONSIBILITY TO THEREAFTER REMOVE ANY SHUTTERS LEFT INSTALLED AND DEPLOYED FOR INSPECTION. IT SHALL BE PURCHASER'S RESPONSIBILITY TO THEREAFTER REMOVE ANY SUCH INSTALLED AND DEPLOYED SHUTTERS WHICH WERE LEFT INSTALLED AND DEPLOYED FOR INSPECTION. ANY SUCH REQUIRED INSPECTION PROCESS SHALL NOT CONSTITUTE A REASON FOR DELAYING PAYMENT IN FULL TO THE SELLER.

4. **FINAL PAYMENT.** FINAL PAYMENT IS DUE AT THE TIME OF INSTALLATION UNLESS OTHER PAYMENT TERMS HAVE BEEN AGREED IN WRITING AND SET FORTH ON THE FRONT PAGE OF THIS AGREEMENT. PURCHASER PROMISES TO PAY THE SELLER INTEREST AT THE RATE OF EIGHTEEN (18%) PERCENT PER ANNUM UPON ALL PAST DUE AMOUNTS. SHOULD PURCHASER FAIL TO MAKE PAYMENT WHEN DUE, SELLER SHALL BE ENTITLED TO REPOSSESS THE GOODS AND PRODUCTS WHICH ARE THE SUBJECT OF THIS AGREEMENT WITH OR WITHOUT NOTICE TO PURCHASER AND TO RETAIN ALL SUMS PREVIOUSLY PAID. PURCHASER AGREES THAT SELLER SHALL HAVE THE RIGHT AND AUTHORITY TO ENTER THE SUBJECT PREMISES WITH OR WITHOUT NOTICE TO PURCHASER FOR THE PURPOSE OF ENFORCING SELLER'S RIGHTS IN REMOVING SUCH PROPERTY. PURCHASER WAIVES ANY RIGHTS OR ACTIONS AGAINST THE SELLER ARISING OUT OF SUCH ENTRY AND REPOSSESSION AND WAIVES ANY DAMAGES CAUSED BY THE REMOVAL OF ANY SUCH GOODS OR PRODUCTS FROM THE SUBJECT PREMISES. IF FOLLOWING THE INSTALLATION OF THE SUBJECT GOODS AND PRODUCTS, MINOR SERVICE WORK WHICH DOES NOT AFFECT THE OPERATION OF THE PRODUCT IS STILL REQUIRED, SUCH MINOR SERVICE WORK SHALL BE CONSIDERED SERVICE FOLLOW-UP AND DOES NOT CONSTITUTE A REASON TO DELAY PAYMENT DUE TO SELLER. PURCHASER AGREES THAT IT WILL NOT MAKE ANY DEDUCTIONS FROM OR BACK CHARGES AGAINST ANY AMOUNTS DUE SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT WITHOUT PRIOR WRITTEN AGREEMENT OF THE SELLER.

5. **PURCHASER'S REMEDIES.** IT IS EXPRESSLY AGREED THAT FOLLOWING INSTALLATION OF THE SUBJECT GOODS AND PRODUCTS, THE PURCHASER'S EXCLUSIVE AND SOLE REMEDY SHALL BE THOSE REMEDIES CONTAINED WITHIN FLORIDA STORM PROTECTION UNLIMITED, LLC'S ONE (1) YEAR CUSTOMER PROTECTION PROGRAM, THE CONTENTS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. THERE ARE NO OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED WITHIN FLORIDA STORM PROTECTION UNLIMITED, LLC'S ONE (1) YEAR CUSTOMER PROTECTION PROGRAM. SELLER SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES INCURRED BY PURCHASER. NOTWITHSTANDING THE FOREGOING, SELLERS LIABILITY FOR DAMAGES TO PURCHASER, INCLUDING ANY AND ALL ATTORNEY'S FEES AND COSTS OF SUIT TO WHICH THE PURCHASER MAY BE ENTITLED, ARE EXPRESSLY LIMITED TO THE LESSER OF THE CONTRACT AMOUNT OF THIS AGREEMENT OR THE AMOUNT PAID OR DEPOSITED BY PURCHASER. THAT SHOULD PURCHASER BE ENTITLED TO A RETURN OF ITS DEPOSIT, PURCHASER AGREES THAT IT SHALL NOT BE ENTITLED TO ANY INTEREST, COURT COSTS OR ATTORNEY'S FEES FOR OBTAINING RETURN OF ITS DEPOSIT UNLESS SELLER'S RETENTION OF THE DEPOSIT WAS WILLFUL AND IN BAD FAITH. PURCHASER UNDERSTANDS AND THE PARTIES AGREE THAT THE SHUTTER SYSTEMS OR PRODUCTS WHICH ARE THE SUBJECT OF THIS AGREEMENT ARE INDIVIDUALLY AND CUSTOM MANUFACTURED BUT THEY ARE NOT INTENDED TO BE WATERTIGHT AND ARE NOT GUARANTEED OR WARRANTED TO PREVENT OR RESIST WATER INTRUSION.

6. **LIQUIDATED DAMAGES.** SHOULD PURCHASER DEFAULT IN THE PAYMENT OF ANY SUMS DUE UNDER THIS AGREEMENT OR SHOULD PURCHASER ATTEMPT TO CANCEL OR TERMINATE THIS AGREEMENT FOR ANY REASON WHATSOEVER, SELLER IN ADDITION TO ANY AND ALL OTHER RIGHTS TO WHICH SELLER IS ENTITLED AS A MATTER OF LAW SHALL HAVE THE OPTION OF ELECTING TO ACCEPT AS LIQUIDATED DAMAGES A SUM EQUAL TO ONE-HALF (1/2) OF THE TOTAL CONTRACT AMOUNT AS SHOWN ON THE FRONT OF THIS AGREEMENT.

7. **NOTICE OF CONSUMER RIGHTS UNDER THE CONSTRUCTION INDUSTRIES RECOVERY FUND.** FOR RESIDENTIAL CONTRACTS IN EXCESS OF TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS. FLORIDA STATUTE 489.1425 REQUIRES US TO NOTIFY YOU OF THE CONSTRUCTION INDUSTRIES RECOVERY FUND AND TO FURTHER ADVISE YOU THAT PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY THE STATE LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 7960 ARLINGTON EXPRESSWAY, SUITE 300, JACKSONVILLE, FLORIDA 32211-7467. (904) 727-8530.

8. **SUFFICIENCY OF STRUCTURE.** PURCHASER AGREES THAT IT SHALL BE HIS OBLIGATION TO PROVIDE AND TO INSURE THAT ANY AND ALL WALLS, STRUCTURES AND OTHER IMPROVEMENTS TO WHICH SELLER'S SHUTTER PRODUCT IS TO BE ATTACHED IS OF SUFFICIENT STRENGTH, CONSTRUCTION AND INTEGRITY SO AS TO ALLOW THE ATTACHMENT AND INSTALLATION OF SELLER'S SHUTTER PRODUCT IN COMPLIANCE WITH ALL APPLICABLE GOVERNMENT BUILDING CODES AND REQUIREMENTS, USING SELLER'S STANDARD INSTALLATION PROCEDURES, TOOLS, PARTS AND FASTENERS. SELLER SHALL NOT BE RESPONSIBLE FOR AND IS RELIEVED OF ANY AND ALL OBLIGATION TO INSTALL ANY PRODUCT IF SELLER ENCOUNTERS ANY HIDDEN OR UNFORESEEN CONDITION WHICH INTERFERES WITH OR OTHERWISE INCREASES THE COST OF SELLER'S STANDARD INSTALLATION. IT IS OFTEN DIFFICULT FOR SELLER'S SALESPERSONS TO DETERMINE WHETHER THE INTENDED MANUFACTURE AND INSTALLATION OF THE HURRICANE PROTECTION PRODUCTS IS UNUSUAL AND/OR EXTRAORDINARY. SHOULD UNUSUAL, EXTRAORDINARY OR ABNORMAL CONDITIONS ARISE OR BECOME EVIDENT AS TO ANY PORTION OF THE ENGINEERING, MANUFACTURE AND/OR INSTALLATION OF THE HURRICANE PROTECTION PRODUCT, THEN IN THAT EVENT SELLER SHALL HAVE THE ABSOLUTE RIGHT TO CANCEL THIS AGREEMENT AND THE SELLER'S FINANCIAL LIABILITY THEREAFTER SHALL BE LIMITED TO THE RETURN OF THE PURCHASER'S DEPOSIT LESS SELLER'S INCURRED COSTS.

9. **DAMAGES DURING INSTALLATION.** ALTHOUGH SELLER WILL USE REASONABLE CARE IN THE INSTALLATION OF THE SUBJECT GOODS AND PRODUCTS, PURCHASER AGREES THAT CERTAIN DAMAGES TO PURCHASER'S PROPERTY AS A RESULT OF THE INSTALLATION ARE UNAVOIDABLE. PURCHASER AGREES THAT SELLER SHALL NOT BE RESPONSIBLE AND PURCHASER SPECIFICALLY WAIVES ANY CLAIMS FOR SUCH DAMAGES THAT MAY OCCUR DURING INSTALLATION, WHETHER CAUSED BY SELLER OR OTHERS, INCLUDING BUT NOT LIMITED TO, CRACKED, CHIPPED OR DAMAGED TILE, MARBLE OR CHATTAHOOCHEE CAUSED BY DRILLING, CRACKED ROOFING TILES OR OTHER ROOF DAMAGE CAUSED BY WALKING ON PURCHASER'S ROOF, DAMAGES TO LANDSCAPING WHEN ACCESS TO WINDOW OR DOOR OPENINGS ARE IMPEDED OR HAMPERED BY LANDSCAPING SUCH AS TREES, FLOWER BEDS OR SHRUBBERY, DAMAGE TO PAINT, STUCCO AND PLASTER WHEN INSTALLATION OF THE SHUTTER SYSTEM MARS, CRACKS, CHIPS, DENTS AND/OR OTHERWISE DAMAGES PAINT, STUCCO OR PLASTER, DAMAGES TO WINDOWS OR WINDOW SILLS, DAMAGES TO POOL ENCLOSURES AND SCREENS SURROUNDING POOLS, DAMAGES FROM DEBRIS, DUST OR SCRAP CAUSED BY METAL SHAVINGS OR CEMENT DUST OCCURRING DURING THE INSTALLATION OF SHUTTER SYSTEMS AND WHICH MAY BE BLOWN INTO POOLS, SPAS OR PONDS, DAMAGES CAUSED BY THE EXISTENCE OF CONCEALED OR NON-APPARENT CONDITIONS, INCLUDING THE PRESENCE OF ELECTRICAL, PLUMBING, AIR-CONDITIONING, ALARM SYSTEMS OR OTHER COMPONENTS NOT VISIBLE TO SELLER OR SELLER'S INSTALLER AND ANY AND ALL DAMAGES OR DEFECTS RESULTING FROM INSTALLATIONS REQUIRED BY PURCHASER WHICH DEPART FROM CONVENTIONAL INSTALLATION METHODS OR PRACTICES OR DEFECTS OR DAMAGES RESULTING FROM DESIGN CHANGES REQUESTED BY PURCHASER WHICH DEPART FROM APPROVED ENGINEERING SPECIFICATIONS OR BUILDING CODES. THE INSTALLATION OF HURRICANE PROTECTION PRODUCTS REQUIRES THE DRAWING OF A CONSIDERABLE NUMBER OF HOLES IN THE STRUCTURE TO WHICH THE HURRICANE PROTECTION PRODUCT IS TO BE ATTACHED. PURCHASER UNDERSTANDS THAT OCCASIONALLY HOLES ARE DRILLED IN AN INCORRECT LOCATION. SELLER SHALL NOT BE RESPONSIBLE FOR FILLING, PAINTING OR OTHERWISE REPAIRING ANY SUCH INADVERTENT DRILL HOLES OR OTHER MINOR DAMAGE WHICH OCCURS DURING THE INSTALLATION PROCESS. SHOULD PURCHASER PRESENTLY HAVE CONCRETE DECORATIVE SHUTTERS INSTALLED, SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE WHICH MAY BE CAUSED TO THE CONCRETE DECORATIVE SHUTTERS DURING THEIR REMOVAL AND SELLER SHALL HAVE NO RESPONSIBILITY OR OBLIGATION TO REMOVE SUCH CONCRETE DECORATIVE SHUTTERS WITHOUT DAMAGE. PURCHASER ACKNOWLEDGES THAT ANY CONCRETE DECORATIVE SHUTTERS HAVE NO VALUE TO PURCHASER AND PURCHASER INTENDS TO DISCARD ANY SUCH CONCRETE DECORATIVE SHUTTERS.

10. **NO DAMAGE FOR DELAY.** PURCHASER AGREES THAT SELLER SHALL NOT BE RESPONSIBLE FOR AND SHALL NOT BE LIABLE TO PURCHASER FOR ANY DELAY DAMAGES EXPERIENCED BY PURCHASER. PURCHASER EXPRESSLY WAIVES ANY SUCH DELAY DAMAGES. SHOULD THE DELIVERY OR INSTALLATION OF THE SUBJECT GOODS AND PRODUCTS REQUIRE PURCHASER OR ITS AGENTS TO OBTAIN HOMEOWNER ASSOCIATION APPROVAL OR CONDOMINIUM ASSOCIATION APPROVAL FOR THE DELIVERY AND INSTALLATION OF THE SUBJECT GOODS AND PRODUCTS, THEN IN THAT EVENT SELLER'S OBLIGATIONS TO PERFORM UNDER THIS AGREEMENT SHALL BE POSTPONED UNTIL RECEIPT OF SUCH APPROVAL. PURCHASER'S OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT BE CONTINGENT UPON ANY SUCH APPROVAL AND PURCHASER AGREES TO SEEK DILIGENTLY AND IN GOOD FAITH TO OBTAIN SUCH APPROVAL AS SOON AS POSSIBLE. PURCHASER UNDERSTANDS AND AGREES THAT ANY DATES PROVIDED OR OTHERWISE REPRESENTED FOR THE MANUFACTURE, COMPLETION OR INSTALLATION OF THE GOODS AND PRODUCTS WHICH ARE THE SUBJECT OF THIS CONTRACT ARE SIMPLY GOOD FAITH, NON-BINDING ESTIMATES, ARE ANTICIPATED APPROXIMATE DATES AND DO NOT CONSTITUTE A MATERIAL REPRESENTATION BY SELLER OR A MATERIAL INDUCEMENT TO PURCHASER AND MAY BE EXTENDED AND/OR DELAYED DUE TO CONDITIONS REASONABLY BEYOND SELLER'S CONTROL, INCLUDING BUT NOT LIMITED TO, SUPPLY AND DEMAND, THE TIME OF YEAR, AVAILABILITY OF MATERIAL, AVAILABILITY OF INSTALLERS, WEATHER CONDITIONS, PERMITTING PROBLEMS, GOVERNMENT APPROVALS AND OTHER FACTORS WHICH MAY DELAY SELLER AND ITS PERFORMANCE UNDER THIS AGREEMENT. PURCHASER ACKNOWLEDGES THE ADDITIONAL TIME WHICH WILL BE NECESSARY FOR THE INSTALLATION OF THE SUBJECT GOODS AND PRODUCTS BASED UPON THE FOREGOING MATTERS. PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT THE MANUFACTURE AND INSTALLATION OF THE SUBJECT GOODS AND PRODUCTS WILL TAKE LONGER IF PURCHASER IS PURCHASING THE SUBJECT GOODS AND PRODUCTS DURING OR IMMEDIATELY PRIOR TO THE YEARLY HURRICANE SEASON AND THE GOODS AND PRODUCTS MAY NOT BE MANUFACTURED AND INSTALLED IN TIME FOR THE HURRICANE SEASON. THE FAILURE TO MANUFACTURE AND INSTALL THE GOODS AND PRODUCTS IN TIME FOR HURRICANE SEASON OR IN ADVANCE OF A SPECIFIC HURRICANE SHALL NOT BE CAUSE OR EXCUSE FOR PURCHASER TO NOT HONOR ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. SELLER SHALL HAVE NO RESPONSIBILITY TO PURCHASER FOR DAMAGE CAUSED TO PURCHASER'S PROPERTY OR FOR PURCHASED EMERGENCY MATERIALS AND/OR SUPPLIES, BECAUSE OF SELLER'S FAILURE TO TIMELY SUPPLY AND INSTALL HURRICANE PROTECTION PRODUCTS WHICH ARE THE SUBJECT OF THIS AGREEMENT.

11. **LEGAL PROCEEDINGS.** SHOULD IT BECOME NECESSARY FOR SELLER TO UTILIZE THE SERVICES OF AN ATTORNEY TO COLLECT OR ATTEMPT TO COLLECT ANY AMOUNTS DUE AND OWING UNDER THIS AGREEMENT, THEN IN THAT EVENT PURCHASER AGREES TO PAY SELLER'S REASONABLE ATTORNEY'S FEES AND COURT COSTS. SHOULD PURCHASER BRING ANY ACTION AGAINST SELLER RELATING TO THIS AGREEMENT OR RELATING TO ANY OF THE RIGHTS, DUTIES AND/OR OBLIGATIONS ARISING FROM THIS AGREEMENT, PURCHASER AGREES THAT THE EXCLUSIVE JURISDICTION AND VENUE FOR BRINGING THAT ACTION SHALL BE WITHIN THE STATE COURTS OF BROWARD COUNTY, FLORIDA. ANY JUDGMENT OBTAINED BY SELLER AGAINST PURCHASER SHALL BEAR INTEREST AT THE RATE OF EIGHTEEN (18%) PERCENT PER ANNUM. PURCHASER AND SELLER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY (OR TO THE USE OF AN ADVISORY JURY) IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY TYPE WHATSOEVER OF ANY PARTY HERETO.



# E D C A R E Y D E S I G N

May 07, 2011

**Steve and Diane Scaggs**  
2- Georges at the Cove  
1754 SE 3<sup>rd</sup> Court  
Deerfield Beach, FL 33441

## ~ P R O P O S A L ~

**MISSION STATEMENT:** To change exterior of existing building to a "Key West" feel waterfront restaurant.

### SIDING

- CLAPBOARD (WITH HARDY PLANK) ALL EXTERIOR WALLS, CORNER BOARDS AND TRIM (WITH HARDY PLANKS 1" X 4")
- PAINT (SHERWIN WILLIAMS APPROVED COLOR) PALE YELLOW SIDING AND WHITE TRIM AND CORNER BOARDS
- FAUX WINDOW AND SHUTTERS FOR NORTH WALL. PAINT SHUTTERS (APPROVED SHERWIN WILLIAMS BLUE)

COST: \$ 23,952

### MURAL

- PAINT 30 FT. X 6 FT "TROPICAL BEACH" EXTERIOR MURAL (APPROVED DESIGN) FRAMED WITH 1" X 4" HARDY PLANK (WHITE)

COST: \$ 7,500

- (8) GOOSE NECK LIGHTS TO LIGHT MURAL FROM ABOVE (Color to be Determined)

COST: \$ 2,250

### PARKING SIGN

- 8' X 3' WOOD PARKING SIGN WITH NAUTICAL PILINGS - CLEATS - ROPE

COST: \$ 2,350

### ENTRY WAY

- REFLOAT CONCRETE - FINISH w/ DECORATIVE STAIN AND EXTERIOR CLEAR COAT
- 2 ANTIQUE NAUTICAL LAMPS PORT AND STARBOARD FOR EACH SIDE OF DOOR

COST: \$ 2,225



2 Georges, continued

<b>COST:</b>	<b>\$ 38,277</b>
<b>Florida Sales Tax</b>	<b><u>141</u></b>
<b>TOTAL COST:</b>	<b>\$ 38,418</b>

TERMS:  
50% Deposit for Commencement  
Balance on Completion

Agreed and Accepted:

\_\_\_\_\_  
Steve Scaggs, 2-Georges                      date

\_\_\_\_\_  
Ed Carey, Ed Carey Design                      date



# E D C A R E Y D E S I G N

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Agreed and Accepted:

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Steve Scaggs, 2-Georges                      date

\_\_\_\_\_  
Ed Carey, Ed Carey Design                      date

**BriKar Inc.**  
**Brian S Bursey**  
**928 Duval St**  
**Lantana, Florida 33462**  
**561-313-5396**

Cove Restaurant

[scaggsd@comcast.net](mailto:scaggsd@comcast.net)

Attention: Steven Staggs

June 1, 2011

Proposal

(Refinishing exterior T1-11 panels)

1. Secure all exterior T1-11 siding panels and trim where needed.
2. Countersink fasteners (nails and screws) prior to sanding T1-11 panels and trim.
3. Sand/degrease/prep and mask off exterior T1-11 paneling/trim /window columns and headers.
4. Exterior to be sealed with a UV resistant base coat prior to staining. (Stain color Key West Tantalizing Teal to be verified.)
5. Apply Key West stain color to T1-11 paneling and trim as per sample supplied.
6. After staining (pickling) has been completed a UV resistant clear sealer will be applied, 2 coats.
7. BriKar Inc will thoroughly clean up project areas prior to restaurant opening each day.

Project Amount

\$9,350.00

Terms

A deposit of \$6,000.00 will be needed for starting the project and securing all materials to be used for this process. A draw of \$2,000.00 becomes due after the staining (pickling) has been completed. Balance becomes due after project completion.

Any alterations or deviations from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above estimate.

Respectfully submitted by Brian Bursey per BriKar Inc.

Acceptance \_\_\_\_\_

Date \_\_\_\_\_

Two Georges at The Cove

Mural

Size  
6 FT. tall X 30 FT. long  
1 X 6 FRAME AROUND Mural (White)



**WATERFRONT  
GRILLE**

**BOYNTON BEACH**

728 Casa Loma Blvd.  
Boynton Beach, FL 33435  
Restaurant (561) 736-2717  
Fax (561) 736-4382

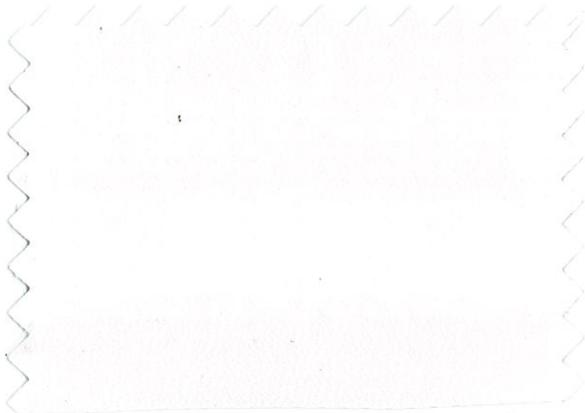


On The Intracoastal  
[www.twogeorgesrestaurant.com](http://www.twogeorgesrestaurant.com)

*at*  
*The Cove*

**DEERFIELD BEACH**

1754 S.E. 3rd Court  
Deerfield Beach, FL 33441  
Restaurant (954) 421-9272  
Fax (954) 421-0587



Weblox Coast Line Plus - Awning  
Fabric  
#CPQ739 Ivory Coast  
#857239



Weblox Coast Line Plus - Awning  
Fabric  
#CPQ704 Island  
Turquoise  
#857204

98



◇  
SW 6679  
Full Moon

◇  
SW 6680  
Friendly Yellow

SW 6681  
Butter Up

◇ P  
SW 6682  
June Day

◇ P  
SW 6683  
Bee

P  
SW 6684  
Brittlebush

P  
SW 6685  
Trinket

113

SW 6784  
Bravo Blue

SW 6785  
Quench Blue

SW 6786  
Cloudless

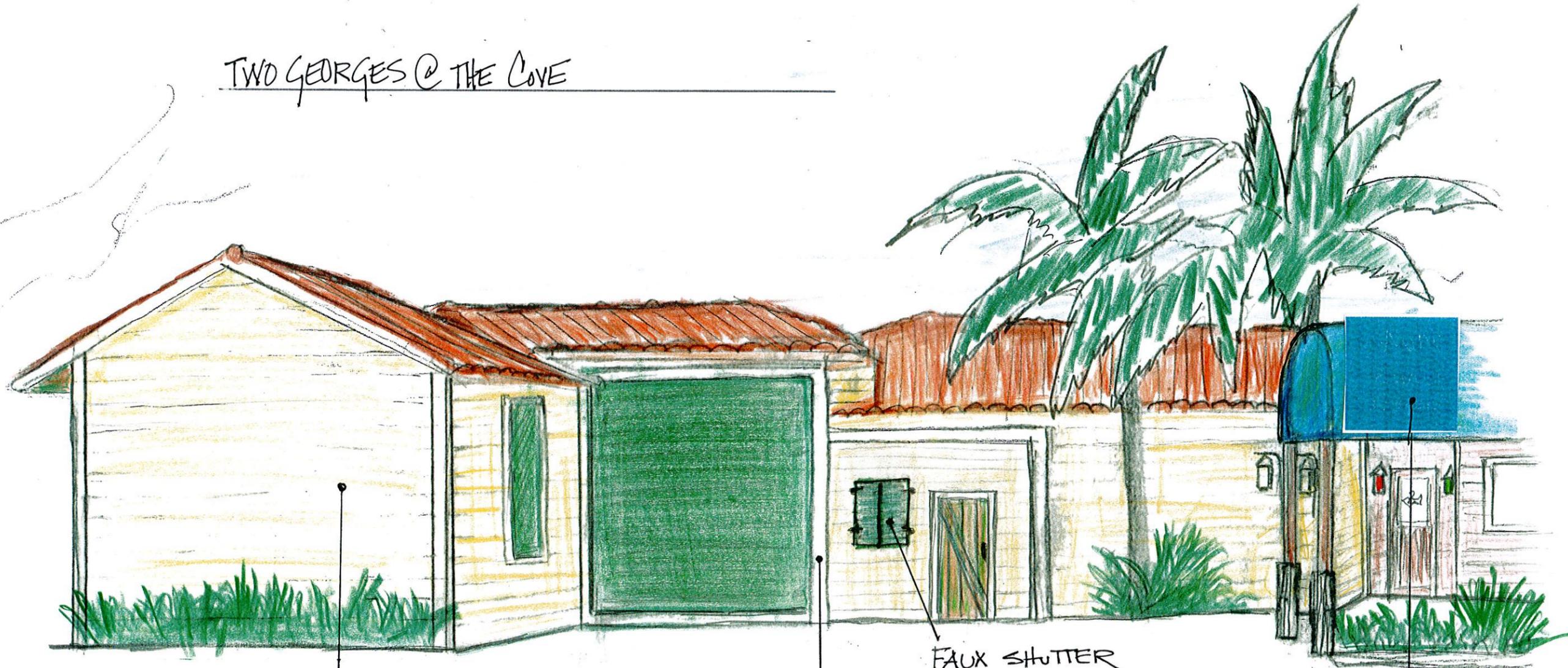
SW 6787  
Fountain

SW 6788  
Capri

P  
SW 6789  
Blue Mosque

P  
SW 6790  
Adriatic Sea

TWO GEORGES @ THE COVE



HARDY PLANK  
CLAPBOARD SIDING  
(PALE YELLOW)

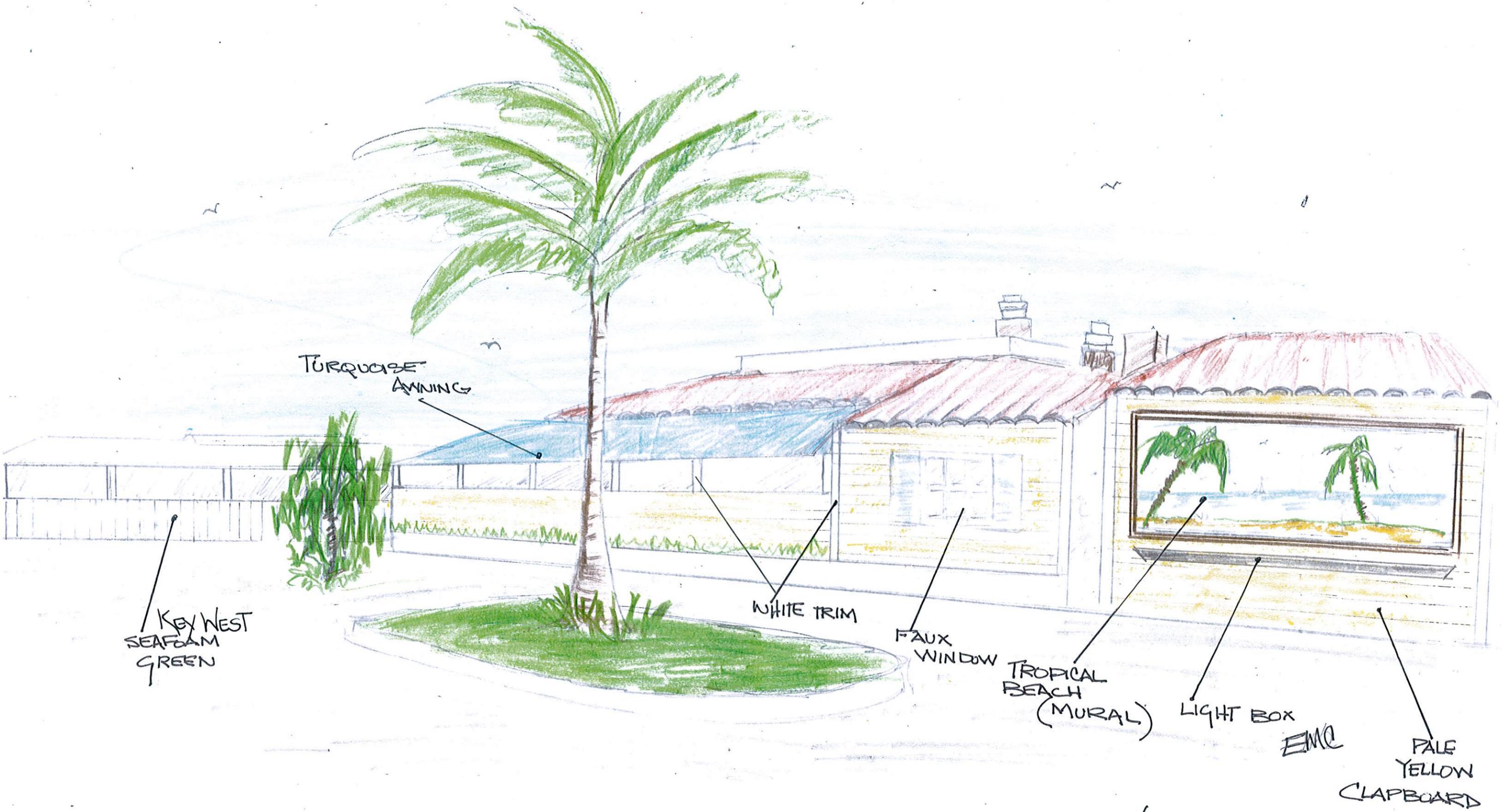
(WHITE)  
TRIM & CORNERBOARDS.

FAUX SHUTTER

ISLAND  
TURQUISE

# 7204





KEY WEST  
SEAFOAM  
GREEN

TURQUOISE  
AWNING

WHITE TRIM

FAUX  
WINDOW

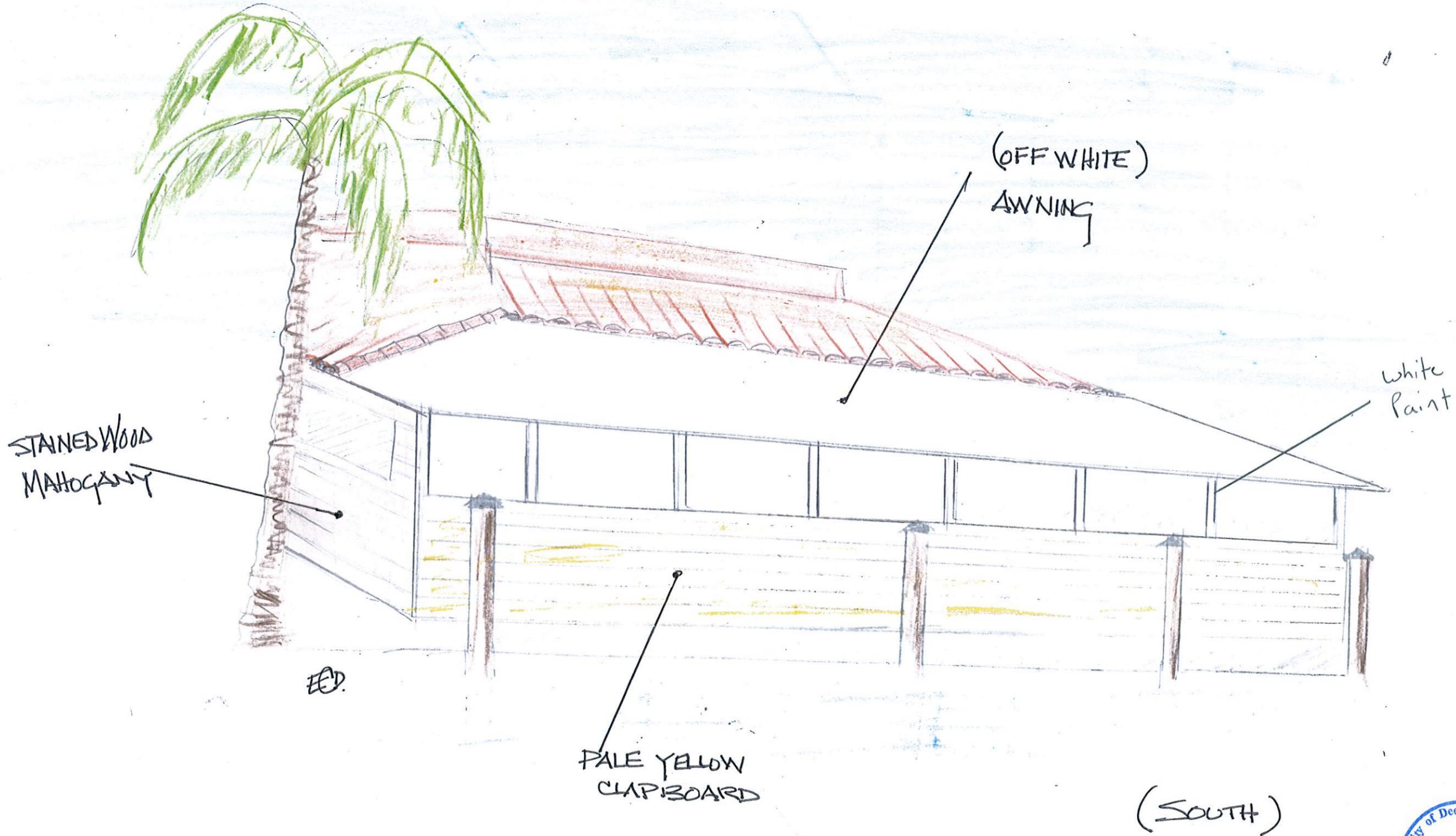
TROPICAL  
BEACH  
(MURAL)

LIGHT BOX

PALE  
YELLOW  
CLAPBOARD

(NORTH)





STAINED WOOD  
MAHOGANY

(OFF WHITE)  
AWNING

White  
Paint

PALE YELLOW  
CLAPBOARD

(SOUTH)

EED.



(OFF WHITE)  
AWNING

White  
Paint

(PALE YELLOW)  
CLADBOARD

(EAST)

ED





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

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CSHJ INC. REQUEST FOR COMMERCIAL FAÇADE IMPROVEMENT LOAN FUNDING FOR 1754 SE 3<sup>RD</sup> COURT (TWO GEORGES AT THE COVE) FOR \$98,800.**

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

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

**WHEREAS**, CSHJ INC. submitted an application for Commercial Façade Improvement Loan funding in the amount of \$98,800; 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 \$98,800 in funding from the Commercial Façade Improvement Program to CSHJ INC. for improvements to 1754 SE 3<sup>RD</sup> COURT (TWO GEORGES AT THE COVE), 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

---

**REQUESTED ACTION:**

None – This item is for discussion purposes only.

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**SUMMARY EXPLANATION/BACKGROUND:**

CRA and City staff have been asked to evaluate solutions addressing the availability of ample parking and the means by which parking is allocated in the Cove Shopping Center. The CRA Board is being asked to consider the constraints and options regarding parking in hopes that the discussion will lead to a policy directive whereby staff can prepare and propose new parking guidelines. The attached memo is a summary of the various actions taken with respect to parking in The Cove since 1982.

To further assist the Board in its discussion, please note the following list which identifies some of constraints and challenges being considered by staff:

1. The Cove Shopping Center Parking lot is public right of way and property that is held by the City of Deerfield Beach in conservatorship to be used for public parking.
2. The lot is frequently used by beach goers who seek to avoid paying for parking on the barrier island.
3. The CRA is in the process of spending approximately \$3 million to improve the lot and create a more pedestrian friendly environment.
4. The lot is highly occupied on weekend evenings – often resulting in patrons circling the lot for as much as 20 minutes waiting for a space to become available.
5. The western side of the plaza is highly occupied on weekdays due to the presence of large medical office uses.
6. Based upon city code and is evident from experience, the plaza does not provide a sufficient number of parking spaces to serve the current occupants.
7. Several of the plaza's tenants (under the various policy directives outlined in the attached memo) have either paid into a parking deviation fund or signed agreements obligating them to pay into a fund to be used if the City builds a future structured parking facility. This fund currently has a balance of \$330,000.
8. On weekend evenings, plaza tenants engage in valet parking to address the lack of parking. Valet parking is not allowed by city code without an approved valet parking plan. Enforcement of the prohibition of unapproved valet parking is problematic.
9. Only the City is allowed to valet park cars in public parking areas.
10. To receive approval of a valet parking plan, the area which is to receive the cars must, by code, be an improved parking lot in conformance with code requirements. Thus, vacant parcels which may currently be used for valet parking are technically in violation of code.

11. The lack of available parking has resulted in property owners leasing vacant space to tenants whose use category requires less parking (thrift stores and light retail, for example).
12. Ample parking is necessary to operate a successful business. At some point the lack of parking will either discourage tenants from seeking to locate in the center – or create an overly competitive/survival of the fittest environment. In a highly competitive environment tenants that are currently sustaining themselves will begin to suffer due to a lack of parking as additional traffic generating users fill the available space.
13. The Cove Shopping Center is unique in that the owners and tenants count the city parking lot towards their parking requirements but do not pay for the land where their parking is located, the use of the spots, or the maintenance of the lot.
14. The City generates no revenue from this parking area.
15. By ordinance, the parking spots nearest the store entrances are limited to 2 hour parking to encourage vehicle turnover and discourage beachgoers from using customer parking. Enforcement of this has been waived during the reconstruction of the parking lot.
16. The CRA will soon be able to provide input to the Urban Land Institute Technical Assistance Panel on goals and constraints regarding the redevelopment of the eastern portion of the Cove/Sullivan Park area. Parking is a primary concern the panel has been asked to consider. The panel includes the Director of Miami's parking authority.

The policy directive that staff seeks at the moment relates to a current request from the owner of several buildings in the shopping center. The request is for the fee section of the technical deviation ordinance to be revised. The fee is the only constraint preventing him from filling a vacancy with a quality tenant. The options would be as follow: 1) propose an ordinance revision that would eliminate or substantially reduce the fee and allow the City Commission to grant or deny technical deviations on their merit ; 2) propose an ordinance that would allow the fee to be paid at a later date when the funds will be utilized to offset the cost of adding parking capacity; or 3) maintain the status quo until such time that an all inclusive parking system and strategy can be developed, with the first step in developing that strategy being the upcoming ULI event. Thus, the policy directive requested relates closely to consideration #12 listed above.

---

**ATTACHMENTS:**

**Memo regarding history of parking deviations in the Cove Shopping Center**



***City of Deerfield Beach***  
***Planning & Growth Management Department***

## **MEMORANDUM**

**TO:** Keven Klopp, CRA Director/Assistant City Manager

**FROM:** Amanda Martinez, Planner

**DATE:** June 9, 2011

**SUBJECT:** Cove Shopping Center Technical Deviations

The Cove Shopping Center was developed in the 1960's, before parking requirements were part of the Land Development Code. Businesses were permitted to locate in the shopping center without taking parking into consideration. In 1976, the parking requirements in the Code at the time were applied, thus creating a non-conforming situation in terms of the number of available spaces. In 1982, the City Commission granted a parking variance to allow the Cove Shopping Center to be excluded from the provisions of the off-street parking requirements. In 1997, a cap was placed on the number of parking spaces available in the shopping center. The cap was based on the number of parking spaces required by the current Code in 1982. That number was 1,162 parking spaces, at the time there were only 464 actual spaces on site, a difference of 698 parking spaces.

The parking requirements of the current users in the shopping center are 1,162 spaces, leaving no available spaces for intensive users (restaurants, hair salons, nail salons). The Station House was built in a space where a former restaurant was located, Claude's. Claude's was allocated 62 parking spaces. Those 62 spaces have now been allocated to the Station House, no technical deviation was required.

### **HISTORY OF BEACH AREA TECHNICAL DEVIATION REQUIREMENTS**

May 21, 1996: First technical deviation ordinance is written, it does not include the "beach area"

April 1, 1997: The "beach area" is added and defined as being east of Federal Hwy.

- The City was to create a Beach Parking Master Plan within 18 months of the adoption of the ordinance
- Created the fee of \$6,000 per parking space to support the Beach Master Parking Plan

- The money “shall be used to off-set the costs to finance the construction of the facilities identified in the Beach Parking Master Plan.”
- The terms of the commitment were to be set forth in a developer’s agreement that “shall be recorded as a lien against the property benefited by the technical deviation”
- The agreement could provide for either the payment in the amount of \$6,000 per space or the contribution of the funds with the City’s implementation of the Beach Parking Master Plan.
- If the City did not begin implementation of the Beach Parking Master Plan within 3 years of the date of the commitment, then the commitment shall be null and void

Nov. 18, 1997: This ordinance repealed the previous one and made the following changes:

- The funds will be paid to city upon the undertaking of construction of any parking facility identified in the Beach Parking Master Plan or upon any financing obligation to pay for said parking facilities
- If the City does not undertake either financing or construction of the 1<sup>st</sup> parking facility within 3 years of the date of the granting of the deviation, then any cash payments made will be returned or an agreement will be null and void
- Set up an appeal process for the fee

April 5, 2000: This ordinance changed the “beach area” from east of Federal Hwy. to east of SE 15<sup>th</sup> Ave. and also made the following changes:

- Added an exemption for development on city owned property
- The funds received were to be used for the construction of facilities identified in the Beach Parking Master Plan AND “located within 750 feet of the lot or parcel upon which the facility receiving the deviation is located”
- The option to provide a commitment to pay the fees when the undertaking of construction or financing a parking facility was removed, applicants only were required to pay the fees up front
- Increased the time from 3 to 5 years for the City to build a parking facility before funds returned to the applicant

Jan. 7, 2003: This ordinance changed several aspects:

- Removed the City's obligation to build a parking facility within a certain time frame and return the funds if not built within that time frame
- Removed the option to appeal
- Removed the Beach Parking Master Plan and added "improvements to the public parking system in the beach area"
- Removed the requirement for the funds to be utilized for a parking facility within 750 feet of the lot or parcel upon which the facility receiving the deviation is located
- Added a section stating that the funds received shall be used for the following purposes:
  - Constructing parking facilities except as prohibited by the City Charter
  - Operating shuttle systems and bicycle paths, facilities and safety
  - Long term (in excess of 25 years) leasing private spaces for public use
  - Improving existing parking facilities (except as prohibited by the City Charter)
  - Other programs to improve the parking system
  - Any project which has the effect of reducing the demand on existing public parking spaces in the Beach Area

Jan. 11, 2011: This ordinance put the burden of proof on the applicant