



Deerfield Beach Community Redevelopment Agency

AGENDA

Tuesday, August 9, 2011, 6:30 P.M.

City Commission Chambers, Deerfield Beach City Hall

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES*

June 14, 2011

APPROVAL OF THE AGENDA*

GENERAL ITEMS

1. Resolution approving Keith and Associates' scope of services for the survey and design of ADA compliant sidewalks in a pilot program area of the CRA*
2. Resolution approving reimbursement to the City of Deerfield Beach for Kester Park Marina Plan*
3. Request to authorize the CRA Director to purchase 1601 East Hillsboro Boulevard*
4. Resolution to reimburse the City of Deerfield Beach for Dunn's Run special event*
5. Presentation of Proposed FY2012 CRA Budget
6. Report on 4th of July Special Event

BOARD/ADMINISTRATION COMMENTS

Expense report, pursuant to CRA Resolution 2011-011

PUBLIC INPUT

ADJOURN

* Indicates an Action Item

(Next Meeting: Tuesday, August 16, 2011, 6:30 PM unless otherwise determined)

REQUESTED ACTION:

Pass resolution authorizing Keith and Associates' scope of services to survey and design ADA Compliant sidewalks in a pilot area of the CRA for an amount not to exceed \$18,870.00.

SUMMARY EXPLANATION/BACKGROUND:

At the February 22, 2011 CRA Board meeting, the CRA Board approved the ADA Compliance of Sidewalks Report, as prepared by Keith and Associates. This document assesses the status of sidewalks throughout the CRA as it relates to ADA accessibility and makes recommendations on how to bring sidewalks in the area into compliance and construct ADA compliant sidewalks where they are missing.

Due to the complexity of achieving ADA compliance in the CRA's built environment, CRA staff proposes undertaking the implementation of this project in a pilot area. The area selected for the pilot project is the neighborhood by Hillsboro Boulevard to the south, the Intracoastal to the West, NE 2nd Street to the North and Ocean Way to the East. Areas that have either already been brought into compliance or are planned for future improvements via other capital projects have been omitted from the pilot program.

The proposed scope of services will compensate the consultant for surveying the pilot area and designing ADA sidewalks. It includes stakeholder meetings, as impacted property owners' concerns will be taken into consideration in the design and implementation of this project. This work authorization is being issued pursuant to Keith and Associates' CCN continuing services contract.

If approved, surveying will commence immediately. Design will be completed within 90 of notice to proceed.

This is a budgeted expense and sufficient funds are in account 190-8000-559.63-04 – Infrastructure and Capital Improvements to pay for this scope of services.

ATTACHMENTS:

Scope of Services
Resolution

July 22, 2011
August 3, 2011 Revised

Mr. Keven Klopp
Assistant City Manager, CRA Director
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4390
Fax: (954) 480-4393
Email: kklopp@deerfield-beach.com

RE: Work Authorization # 29
CRA ADA Topographic Survey and Preliminary Engineering Evaluation Services
Project Location: Deerfield Beach
Our Project/Proposal Number: 04065.29

Dear Mr. Klopp,

In accordance with your request and pursuant to our Master Agreement to provide Professional General Engineering Consulting Services to the City of Deerfield Beach, as provided by City Resolutions 2004/215 and 2004/234, this agreement between Keith & Associates, Inc. ("CONSULTANT"), and the City of Deerfield Beach ("CLIENT") for professional services is submitted for your consideration and approval. All the terms and conditions of the Master Agreement apply to this Work Authorization.

I. PURPOSE OF AGREEMENT/PROJECT DESCRIPTION

The purpose of this Agreement is to outline the scope of services recommended by CONSULTANT and accepted by CLIENT with respect to the proposed services. This proposal is specifically for services provided on a one time basis for a portion of the Community Redevelopment Agency pilot project area, as further described below, for ADA Topographic Survey and Preliminary Engineering Evaluation Services based on the previously completed ADA Compliance of Sidewalks Report within the City of Deerfield Beach Community Redevelopment Agency, prepared by Keith and Associates, Inc. dated February, 2011.

CONSULTANT proposes to provide professional engineering and surveying services associated with the evaluation and preliminary engineering design services related to the pilot project area generally described as those portion of roadway most adaptable to provide an ADA accessible route along NE 19th Avenue, NE 1st Street, NE 2nd, Street, NE 20th Avenue, and NE 20th Terrace, hereinafter referred to as the "Pilot Area". All areas associated within A1A are excluded from this scope of work.

The purpose of this evaluation is to determine the feasibility of constructing an ADA accessible route sidewalk in the Pilot Area and to develop a preliminary design and an order of magnitude cost estimate for complete design, permitting (if required) and construction of said ADA accessible route sidewalk in the Pilot Area.



SCOPE OF SERVICES

ADA Accessible Route Right-of-Way Analysis, Survey and Cost Evaluation Services

Task 001 Right-of-Way Analysis

CONSULTANT shall identify the plats of the subdivisions adjacent to the described corridors and obtain copies of said plats from the Broward County Records Division. CONSULTANT shall also obtain available information pertaining to additional right-of-way purchases (non-plat), which may exist within the corridors from the public records of Broward County.

The Lump Sum Fee for this Task is.....\$1,500.00

Task 002 Routing Analysis

Upon completion of Right of Way Analysis, CONSULTANT will evaluate the potential routing of an ADA accessible pathway and will provide said evaluation to CLIENT for review. CLIENT shall determine if the routing is acceptable and CONSULTANT will perform the necessary topographic survey to establish the viability of the routing based on existing grades, minimum setbacks and clear zones, accessibility and existing physical conflicts such as landscaping or utility infrastructure.

The Lump Sum Fee for this Task is.....\$720.00

Task 003 Topographic Survey

CONSULTANT shall prepare a Topographic Survey of a portion of the Northeast one-quarter (1/4) of Section 5, Township 48 south, Range 43 east) located in the City of Deerfield Beach, Broward County, Florida. The purpose of this survey is to locate all existing on site improvements from the centerline of the road to 10 feet beyond the designated right-of-way lines of the following streets; (1) East side of N.E. 19th Ave from N.E. 2nd St. to Hillsboro Blvd Ramp; (2) North side of N.E. 2nd St. from N.E. 19th Ave. to A1A; (3) N.E. 1st St. from N.E. 19th Ave. to N.E. 20th Terr.; (4) N.E. 20th Terr. from A1A to North Ocean Way. Elevations shall be obtained throughout the designated areas at 25 foot intervals (to include the centerline of the road, edge of pavement, 16 feet +/- from the said right-of-way lines and 10 feet beyond said right-of-way lines) with obvious intermediate high and low areas obtained. Topographic Survey shall conform to the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, F.A.C.

Note: Vertical Datum for this survey shall be NGVD 1929 unless otherwise directed by Client.

The Lump Sum Fee for this Task is.....\$12,000.00

Task 004 Review of Survey As-built Data and Preliminary Design

Upon completion of the topographic survey, the CONSULTANT shall review the as-built data and prepare a preliminary engineering design plan. The CONSULTANT shall meet with the CLIENT (to include all pertinent staff as required and directed by CLIENT) to further review existing project area conditions and finalize design recommendations for the most suitable alternative for the development of final design plans.

The Lump Sum Fee for this Task is.....\$1,200.00

Task 005 Final ADA Accessible Route Design Plans

The CONSULTANT shall prepare sidewalk improvements, grading and restoration plans that meet all ADA accessibility requirements of the regulatory agencies and the City of Deerfield Beach. The sidewalk improvements, grading and restoration plans and standard details may include modifications to the swales / roadside retention areas, driveways, roadside parking areas, sidewalks, and curbing within the public right-of-way. The modifications to the existing driveways and roadside parking areas may include area(s) of reconstruction, milling and resurfacing, and overbuild of the existing pavement. Typical sections, standard details and notes are included.

The plans shall meet the typical section and requirements of the regulatory agencies; including South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Broward County Environmental Protection Department (BCEPD), the Florida Accessibility (ADA) Code and the City of Deerfield Beach.

The Lump Sum Fee for this Task is.....\$2,130.00

Task 006 Estimate of Probable Construction Cost

CONSULTANT shall prepare an itemized order of magnitude estimate of probable construction cost for budgeting purposes based on the Final Design Plans developed under Task 005 (Final ADA Accessible Route Design Plans).

The Lump Sum Fee for this Task is.....\$960.00

Task 007 Meetings with the CLIENT

The CONSULTANT shall meet and coordinate with the City of Deerfield Beach CRA and Engineering Department (as required and directed by the CRA) to review the proposed Final Design during the development of design plans.

CONSULTANT shall meet and provide miscellaneous project coordination efforts associated with the initial analysis and pre-design services as follows:

- Attend up to two (2) coordination meetings with CLIENT (including CRA and City staff) to review proposed Final Design alternatives.

The Lump Sum Fee for this Task is.....\$360.00

Additional Services

CONSULTANT shall not perform any additional services without the written consent of the CLIENT. Services performed beyond the Scope of Services described above shall be considered additional services and will be presented to the CLIENT as an Addendum to this Agreement prior to initiating the work. Additional services shall be invoiced on a time and material basis in accordance with the Professional Services Fee Schedule (Exhibit A) included in the Master Agreement for Professional General Civil Engineering Consulting Services between the City of Deerfield Beach and Keith & Associates, Inc., or on a lump sum basis if a specific scope of service can be so defined.

Compensation

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

This Contract will be invoiced on a percent complete basis for Lump Sum items as stated above in accordance with our reduced Professional Services Fee Schedule (Exhibit A). Fee does not include associated review and application fees required by governing reviewing/permitting agencies, which shall be paid by the CLIENT if applicable.

TASK	FEE
SECTION 1 – Phase I-A INITIAL ANALYSIS AND PRE-DESIGN SERVICES	LS
TASK 001 Right-of-Way Analysis	\$1,500.00
TASK 002 Routing Analysis	\$720.00
TASK 003 Topographic Survey	\$12,000.00
TASK 004 Review of Survey As-built Data and Preliminary Design	\$1,200.00
TASK 005 Final ADA Accessible Route Design Plans	\$2,130.00
TASK 006 Estimate of Probable Construction Cost	\$960.00
TASK 007 Meetings with the CLIENT	\$360.00
TOTAL:	\$18,870.00

Schedule

The final design and engineer's opinion of probable cost will be complete within 90 days from NTP. It is anticipated that some additional coordination meetings in the Scope of Work will occur subsequent to this submittal.

Closure

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

We appreciate the opportunity to submit our proposal. Mr. Mike Guinaugh, PE will serve as the project manager. Please contact Mr. Guinaugh or me if you have any questions or comments, or if you require any additional information.

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

As to CONSULTANT
Keith & Associates, Inc.
Consulting Engineers

As to CLIENT
City of Deerfield Beach, Florida

Eliot Lazowick
Executive Vice President

Mr. Keven Klopp
Assistant City Manager, CRA Director

DATED: _____

DATED: _____

RESOLUTION NO. 2011/ _____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING KEITH AND ASSOCIATES' PROPOSAL FOR SURVEYING AND DESIGN OF ADA COMPLIANT SIDEWALK PILOT PROGRAM FOR A LUMP SUM OF \$18,870.00.

WHEREAS, the CRA Board wishes to provide ADA compliant access throughout the CRA District; and

WHEREAS, the CRA Board acknowledges that professional surveying and design services are necessary to design ADA compliant sidewalks; and

WHEREAS, as part of the team of engineers chosen pursuant to the Consultants Competitive Negotiations Act, Keith and Associates has previously prepared the ADA Compliance Assessment for this project;

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

Section 1. The CRA Board does hereby approve Keith and Associates' proposal to survey and design ADA compliant sidewalks in a pilot program area of the CRA for an amount not to exceed \$18,870.00 and authorizes the CRA Director to execute same.

PASSED AND ADOPTED THIS 9th DAY OF AUGUST, 2011.

PEGGY NOLAND, CHAIR

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

REQUESTED ACTION:

Resolution to reimburse the City of Deerfield Beach for the preparation of the Kester Point Marina (Sullivan Park) Conceptual Plan in the amount of \$47,256.49.

SUMMARY EXPLANATION/BACKGROUND:

CRA staff have received a request from the City of Deerfield Beach for reimbursement for the preparation of the Kester Point Marina (Sullivan Park) feasibility study. The City authorized the preparation of the plan, with the understanding that the cost to prepare the plan would be reimbursed by a grant from the Florida Inland Navigation District (FIND). Due to environmental conditions discovered in the preparation of the conceptual plan, the project never moved to construction – a condition of reimbursement.

The City is asking the CRA for reimbursement for this conceptual plan. The Kester Point Marina is located within the CRA District. The area is a redevelopment priority in the CRA Plan and the 5 Year Capital Plan. More recently the area has been further studied for redevelopment feasibility by the Urban Land Institute.

This is not a budgeted expense. However, adequate discretionary funds are available for this expense in account 190-8000-552.32-99 (Other Contractual Services).

ATTACHMENTS:

Reimbursement request memorandum from Parks and Recreation
Resolution



City of
D E E R F I E L D
B E A C H

Parks and Recreation Department

MEMORANDUM

TO: Keven Klopp, Community Redevelopment Agency (CRA) Director
Assistant City Manager

FROM: Walt Bratton, CPRP, Acting Director of Parks and Recreation *Walt Bratton*

DATE: August 3, 2011

SUBJECT: **Pay an outstanding bill for the Kester Point Marina (Sullivan Park) planning, design, conceptual, permitting activities and environmental findings in the amount of \$47,256.49**

The city received a Florida Inland Navigation District (FIND) Waterways Assistance Program grant for \$150,000 for of the Kester Point Marina/Sullivan Park Project on December 27, 2004. The grant was a reimbursable pursuant to planning, design, conceptual, engineering and/or permitting activities. The agreement for reimbursables was contingent upon commencement of construction of the project.

Staff findings at the time resulted in the following:

- Factors associated with the project such as permitting, wildlife endangerment, and environmental issues would take a minimum of two years to complete after a Boat Facility Site Plan was completed and approved by the U.S. Fish & Wildlife Department and the Army Corps of Engineers, and
- The current Manatee Protection Plan (MPP) would mandate 2,200 additional feet of city owned shoreline for mitigation as part of the project scope.

Due to these findings city staff did not pursue construction on this project.

The city requested reimbursement on March 23, 2007, and was denied based upon the project not commencing construction. However, the city has already paid the consultant and for the preparation of this plan; therefore, the city is asking the CRA to pay for this expense.

RESOLUTION NO. 2011/ _____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A REIMBURSEMENT TO THE CITY OF DEERFIELD BEACH FOR THE CREATION OF THE KESTER POINT (SULLIVAN PARK) MARINA CONCEPTUAL PLAN FOR A LUMP SUM OF \$47,256.49.

WHEREAS, the CRA Board wishes to expand and redevelop Sullivan Park; and

WHEREAS, the CRA Board acknowledges that the Kester Point (Sullivan Park) Marina Plan is consistent with the CRA Plan and the 5 Year Capital Improvements Plan; and

WHEREAS, the CRA Board is in receipt of a request from the City of Deerfield Beach for reimbursement for the creation of the Kester Point Marina (Sullivan Park) Conceptual Plan;

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

Section 1. The CRA Board does hereby approve reimbursement to the City of Deerfield Beach for the creation of the Kester Point (Sullivan Park) Marina Conceptual Plan for a lump sum of \$47,256.49 and authorizes the CRA Director to execute same.

PASSED AND ADOPTED THIS 9th DAY OF AUGUST, 2011.

PEGGY NOLAND, CHAIR

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

REQUESTED ACTION:

Resolution approving the attached contract for sale and purchase of 1601 E. Hillsboro Blvd. for \$399,000 in accordance with the CRA's Real Estate Acquisition Policy

SUMMARY EXPLANATION/BACKGROUND:

The Community Redevelopment Agency, over the previous year, has analyzed the possibility of purchasing property in several locations for various purposes. A real estate consultant was retained by the CRA to formally analyze the opportunities. The CRA Board, via an amendment to the Redevelopment Plan, subsequently instructed staff to pursue the purchase of the five highest ranked sites. Appraisals were ordered for each of the five sites. Funding has been earmarked in the CRA's budget and in its five year plan for real estate acquisition. The funds set aside for the purchase property will likely be adequate to purchase three or four of the five sites.

The average appraised value of the property at 1601 E. Hillsboro Blvd. was \$418,000. The attached contract, if approved, will result in a purchase price \$19,000 less than the average appraised value.

ATTACHMENTS:

Contract
Appraisal Summary Chart
Acquisition Policy
Redevelopment Plan (excerpt regarding real estate)
Resolution

CONTRACT FOR SALE AND PURCHASE

SELLER: **DEERFIELD BEACH CHAMBER OF COMMERCE**
a Florida corporation not-for-profit
of 1601 E. Hillsboro Blvd.
 Deerfield Beach, FL 33441

and
BUYER: **THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT**
AGENCY, a public instrumentality pursuant to Sec.163.356, F.S. ("CRA")
of 150 N.E. 2nd Avenue
 Deerfield Beach, FL 33441

hereby agree that the Seller shall sell and the Buyer shall buy the following-described property (the "Property"), as described in paragraphs 1, 2 and 3, below, upon the following terms and conditions:

1. **REAL PROPERTY.** That certain real property more particularly described as follows (the "Real Property"):

A portion of the South One-half (S½) of the Northwest Quarter (NW¼) of Section 5, Township 48, Range 43, lying West of the Right-of-Way of the Intracoastal Waterway and South of the Center Line of existing Deerfield Beach Road less portion platted as THE COVE, as recorded in Plat Book 32, page 48 and LESS State Road 810 Right-of-Way, and LESS portion set forth in Official Records Book 2427, page 642 and Official Records Book 2615, page 721 and LESS Right-of-Way described in Official Records Book 18742, page 387, of the Public Records of Broward County, Florida, said lands situate, lying and being in the City of Deerfield Beach, Broward County, Florida.

*Street Address: 1601 E. Hillsboro Blvd., Deerfield Beach, FL 33441
Property ID No. 484305-00-0081*

2. **APPURTENANCES.** All right, title and interest of Seller, if any, in and to any and all strips, gores, easements, privileges, choses in action, and other tenements, hereditaments, and appurtenances of or related to the Real Property (collectively, the "Appurtenances"), including, without limitation, the following: (i) rights to lands underlying streets, roads, highways, and avenues adjacent to the Real Property; (ii) access easements and rights-of-way related to or benefiting the Real Property; (iii) riparian, littoral rights, and other water rights related to or benefiting the Real Property; (iv) utility mains, service laterals, hydrants, and valves servicing or available to serve the Real Property and the Improvements; and (v) oil, gas, minerals, soil, flowers, shrubs, crops, trees, timber, compacted soil, submerged lands, fill, landscaping, and other embellishments now or in the future on or appurtenant to the Real Property.

3. **IMPROVEMENTS.** All buildings, structures, and improvements situated on the Real Property, including, without limitation, the existing building or buildings, if any, and all existing structures, and improvements (collectively, the "Improvements").

4. **PURCHASE PRICE.** The purchase price for the Property (the "Purchase Price") shall be the sum of \$399,000.00 (U.S. Funds), subject to prorations and adjustments described in this Contract. The Purchase Price shall be payable as follows: All cash at closing.

5. **RATIFICATION BY CRA.** This Contract must be ratified by Buyer by a resolution duly enacted by a majority vote of the Board of Directors of THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY, sitting in a regular or special meeting and confirming the authority of the Community Redevelopment Director to sign this Contract on

behalf of Buyer and to execute all closing documents necessary to complete this transaction, including, but not limited to, the Closing Statement.

6. **EFFECTIVE DATE.** The date of this Contract ("Effective Date") will be the date when the CRA has ratified this transaction.

7. **CLOSING DATE.** This transaction shall be closed and the deed and other closing papers delivered Forty-five (45) days after Effective Date (the "Closing Date"), unless extended by other provisions of the Contract.

8. **PLACE OF CLOSING.** Closing shall be held at the office of Robert S. Kleinman, Esq., (Buyer's Title Agent), located at 1701 West Hillsboro Blvd., Suite 207, Deerfield Beach, Florida.

9. **SELLER'S PUBLIC DISCLOSURE PURSUANT TO SEC. 286.23, F.S.** If Seller is a partnership, limited partnership, corporation, trust, or is an entity in any form of representative capacity whatsoever for others, then Seller hereby confirms that Seller has previously furnished Buyer with a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, the names and addresses of every person or firm having a beneficial interest in the property, however small or minimal, or shall deliver same at least ten (10) days prior to closing.

10. **SELLER POST-CLOSING OCCUPANCY PROVISION.** Seller may, at Seller's option, maintain possession of Property for a period of no more than thirty (30) days after closing and shall abide by the following:

- A. To accept the premises in their present condition;
- B. To pay all utilities and services (including maintenance, insurance and taxes) on a pro-rated basis commencing upon the date hereof.
- C. To maintain heating, air-conditioning, sewer, plumbing and electrical systems and any built-in appliances and equipment in normal working order, commencing upon the date hereof;
- D. To abide by all laws and governmental regulations with respect to the use and occupancy of the premises;
- E. To admit Buyer or its authorized agent at reasonable times for the purpose of inspecting the premises; and
- F. To indemnify and hold Buyer harmless against any loss, damage, and expense on account of Seller retaining possession as provided herein.

This paragraph is intended to create a relationship of landlord and tenant and the right of Seller to occupy the premises shall be on a day-to-day basis, subject to the terms hereof. In the event such right shall terminate, Seller agrees to vacate the premises within three days following written demand by Buyer personally delivered or mailed to the premises. Seller agrees to pay all costs of any legal action that may be instituted by Buyer to enforce the terms hereof or for the eviction of the Seller from the property, including a reasonable attorney's fee. The provisions of this paragraph shall survive closing.

11. **TIME IS OF THE ESSENCE.** Time is specifically declared to be of the essence for this Contract, and for all acts required to be done and performed by Seller and Buyer.

12. **NO BROKERS.** The Seller and Buyer each represent and warrant to the other that it has not dealt with any broker, salesperson, agent, or finder in connection with any of the transactions contemplated by this Contract, and insofar as each party knows, no broker, salesperson, agent, finder, or other person is entitled to any commission or finder's fee in connection with any of the transactions contemplated by this Contract. Seller and Buyer each agree to indemnify, defend (by counsel reasonably satisfactory to the indemnified party), save

and hold harmless the other from and against any and all losses, claims, damages, liabilities, fees and costs, and all other expenses related to, growing out of, or arising from, any claims or demands for any brokerage commissions or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party. The terms of this paragraph shall survive the Closing and any termination of this Contract.

13. SELLER'S REPRESENTATIONS AND WARRANTIES. To induce Buyer to enter into this Contract and the purchase of the Property, Seller covenants with and represents and warrants to Buyer as follows:

A. That to the best of Seller's knowledge without investigation, Seller owns the entire fee simple title to the Property, legal and equitable, subject only to the Permitted Exceptions;

B. That Seller has no knowledge regarding, and has received no written notice of, violations of any law, ordinance, order, or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property that has not been corrected; and that before the Closing Seller shall promptly disclose to Buyer any knowledge regarding, and furnish to Buyer copies of, any and all written notices of violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Property or any Board of Fire Underwriters;

C. That there are no (i) existing or pending improvement liens affecting the Property; (ii) existing, pending, or threatened lawsuits or appeals of prior lawsuits affecting the Property or Seller; (iii) existing, pending, or threatened zoning, building, or other moratoria, down zoning petitions, proceedings, restrictive allocations, or similar matters that could affect Buyer's use of the Property or the value of the Property; or (iv) pending real estate tax appeals or protests with respect to the Property before any applicable governmental authority;

D. That there is permanent vehicular and pedestrian physical and legal egress from and ingress to the Property over public roads;

E. That the Property is filled to grade and there are no natural or artificial conditions on or adjacent to the Property that would prevent, limit, impede, or render more costly the use of the Property for its Intended Use;

F. That Seller, if a corporation, is duly organized and whose status is active under the laws of the State of Florida, and it has full power and authority to enter into this Contract and to consummate the transaction contemplated by this Contract;

G. That Seller is not a "foreign person" within the meaning of Foreign Investment in Real Property Tax Act (FIRPTA), as amended;

H. That Seller is solvent, and no receivership, bankruptcy, or reorganization proceedings are pending or, to Seller's knowledge, contemplated against Seller in any court;

I. That at all times during the term of this Contract and as of the Closing, all of Seller's representations, warranties, and covenants in this Contract shall be true and correct; and

J. That no representation or warranty by Seller contained in this Contract and no statement delivered or information supplied to Buyer pursuant to this Contract contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements or information contained in them or in this Contract not misleading.

14. INSPECTION PERIOD. Buyer shall have thirty (30) days from Effective Date to inspect the physical condition of the Real Property and Improvements (the "Inspection Period"). During the Inspection Period, Buyer may, at Buyer's expense have inspections of the Real Property and Improvements made by appropriately licensed and insured professionals or by Buyer's own employees or employees of the City of Deerfield Beach. If the physical condition of the Real Property and Improvements is not satisfactory to Buyer in Buyer's sole and exclusive judgment, Buyer shall have the right to terminate this Contract by giving Seller written notice of such termination at any time before 5:00 p.m. of the last day of the Inspection Period. In the event of termination, the Deposit, if any, shall be returned to Buyer and this Contract shall be null and void.

If Seller does not receive notice of termination by the end of the Inspection Period, Buyer's right to terminate shall be deemed waived, and Buyer shall be deemed to have accepted the physical condition of the Real Property and Improvements "as is" as of the expiration of the Inspection Period, subject to ordinary wear and tear, and Seller makes no warranties, express, implied, or otherwise with respect to the Property except as otherwise provided by this Contract. If Buyer terminates this Contract pursuant to this paragraph Buyer shall pay in full the cost of all inspections, reports, surveys, and tests of any kind resulting from Buyer's inspection so that no person, firm or entity shall have the right to file a claim of lien against the Real Property.

Buyer or Buyer's agent shall not conduct any inspection so as to cause damage to the Property, except damage reasonably resulting from soil borings, but if any such damage occurs, Buyer shall restore the Property to its pre-inspection condition not later than seven (7) days after the damage occurs.

Buyer agrees to indemnify, defend (by counsel reasonably satisfactory to Seller), save and hold harmless Seller, its shareholders, directors, employees, other agents, successors and assigns, from and against any and all losses, claims, damages, liabilities, fees and costs, and all other expenses related to, growing out of, or arising from the entry on or investigation of the Real Property and/or Improvements by Buyer and any agents of Buyer.

Buyer may, at Buyer's sole option, extend the Inspection Period by an additional thirty (30) days, by providing notice to that effect to Seller with five (5) days prior to the end of the Inspection Period.

15. ENVIRONMENTAL MATTERS. In the event a release or threatened release of a hazardous substance is discovered on the Real Property, regardless of whether Seller was in any way responsible for such release, which subjects Buyer or any of Buyer's officers, agents or employees to liability, in any form whatsoever, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., Section 403.727, Florida Statutes, or under any other statutory or common law, whether federal, state, or local, all as amended from time to time, Seller agrees to indemnify, protect, defend (by counsel acceptable to Buyer), and hold Buyer and Buyer's officers, agents or employees harmless from and against any and all such liability, demands, expenses, losses, costs, claims, damages, actions and the cost of actions, including reasonable attorneys' fees and other costs and expenses incurred at the trial level and with respect to all appeals which may be imposed in connection therewith. The foregoing indemnification and hold harmless obligation of Seller shall survive the Closing. If during the Inspection Period (as defined in the paragraph of this Contract entitled "Inspection Period") Buyer obtains an environmental audit which indicates that any such hazardous substance exists within the Real Property, Buyer shall provide to Seller written notice of same within ten (10) days of Buyer's receipt of such audit. Seller shall fully clean up and remove such hazardous substance from the Real Property prior to Closing at Seller's expenses. Seller shall diligently and continuously proceed to commence and complete such cure in full compliance with all applicable laws, regulations or ordinances. Buyer may at Buyer's sole option, extend the date of completion of such cure and the Closing Date if such cure is not completed as of the Closing Date set forth in the paragraph of this Agreement entitled "Closing Date", or Buyer may cancel this Contract.

16. TITLE MATTERS.

A. Conveyance of Title; Permitted Exceptions: Seller shall convey title by General Warranty Deed to Buyer on the Closing Date, fee simple title to the Real Property subject only to the following: (i) zoning restrictions, prohibitions, and other requirements imposed by governmental authority; (ii) restrictions and matters appearing on the plat or otherwise common to the subdivision; (iii) public utility easements of record; and (iv) taxes for the year of closing, (the "Permitted Exceptions"), and such additional matters as otherwise may be

permitted by this Contract. Buyer agrees to accept title to the Real Property subject only to the Permitted Exceptions and such additional matters as otherwise may be permitted by this Contract. Said Warranty Deed shall include and encompass all of the Seller's right, title and interest in and to any appurtenant or reversionary rights therein or thereon and in any streets, rights-of-way, dedications or easements within the said lands, or on the perimeter thereof, or any parcel thereof.

B. Evidence of Title. The Seller shall, at Seller's expense, furnish to the Buyer within twenty (20) days of the Effective Date either: (i) a complete abstract of title which shall commence with the earliest public records through the Effective Date; or (ii) a prior owner's title insurance policy issued by a currently licensed title insurance company and partial, certified abstract or computer certified search from the date of such policy through the Effective Date, (iii) such other title evidence as may be required by Title Agent.

C. Marketable Title. Seller shall convey a marketable title, subject only to the Permitted Exceptions set forth in this Contract and those which shall be discharged by Seller at or before closing. Marketable title shall be determined according to the applicable Title Standards adopted by The Florida Bar and in accordance with law. Buyer shall have ten (10) days from the date of receiving evidence of title to examine same. Buyer's title agent shall issue a title insurance commitment (the "Commitment") for an owner's marketability policy issued by Old Republic National Title Insurance Company (the "Title Underwriter") in the full amount of the Purchase Price.

D. Additional Title Exceptions Set Forth in Commitment. If the Commitment contains any exceptions other than the Permitted Exceptions as determined by Buyer in Buyer's sole discretion, Buyer shall deliver written notice to Seller specifying the additional exceptions other than the Permitted Exceptions. Upon receipt of the notice, Seller shall have thirty (30) days in which to remove the additional exceptions with reasonable effort and reasonable expenditures.

E. Failure to Remove Title Objections. If Seller fails to remove any such objections within thirty (30) days after notice to Seller, Buyer may elect by giving written notice to Seller, which notice must be received by Seller before the date that is five (5) business days after the end of such thirty (30) day period, either to (i) reject title as it then exists and terminate this Contract and thereupon be entitled to a return of the Deposit. Upon return of the Deposit to Buyer pursuant to this provision, this Contract shall cease and terminate and the parties shall have no further rights, duties, or obligations under this Contract, except for those rights, duties and obligations that specifically survive termination of this Contract; or (ii) waive such objections and proceed with the Closing and accept the Real Property subject to such exceptions without reduction of the Purchase Price; or (iii) accept the title as it then is, but with a credit against the purchase price in an amount equal to the anticipated cost of eliminating or curing the title defects, to the extent that they may be eliminated or cured by the payment of money, provided that any such credit against the purchase price shall not exceed \$5,000.00. If Buyer fails to send any notice by the required date, Buyer shall be deemed to have waived the objections to such exceptions and shall proceed to the Closing as provided by this Contract.

F. Additional Exceptions Set Forth in Title Endorsement. If any subsequent endorsement to the Commitment reveals any additional exceptions not permitted by this Contract, Seller shall have ten (10) days in which to remove such additional exceptions, subject to the limitations set forth above. If Seller is unable to remove such additional exceptions, Buyer shall have the same rights and remedies as provided above, except that the Closing shall not be extended more than ten (10) days to permit Seller to cure any such additional exceptions.

G. Seller's Covenants. During the term of this Contract, Seller shall not, without in each instance first obtaining Buyer's written consent, which may be withheld in Buyer's sole discretion, consent to or permit (i) any modifications to existing easements, covenants, conditions, restrictions, or rights of way affecting the Property, (ii) any new easements, covenants, conditions, restrictions, or rights of way affecting the property, (iii) any zoning changes or other changes of governmental approvals, (iv) any modifications to or future advances under any existing liens, mortgages, deeds of trust or other encumbrances on the Property, or (v) any new liens, mortgages, deeds of trust, or other encumbrances on the Property.

H. Deletion of Standard Exceptions. Seller and Buyer each agree to provide reasonable affidavits and documentation to enable the Title Agent to delete all Schedule B-I requirements, the "gap" exception, and the construction lien and parties-in-possession exceptions from the Commitment at Closing. Seller and Buyer each shall be responsible for satisfying those Schedule B-I requirements applicable to each of them.

17. **LEGAL DESCRIPTION**. If the legal description herein has been taken from the tax rolls or any source other than the deed conveying title to Seller, or is subject to survey, then the legal description shall be clarified by an addendum to this contract when ascertained. Said addendum shall be initialed by both parties and shall by substitution replace the legal description herein by incorporation by reference of the addendum.

18. **SURVEY**. The Buyer, within thirty (30) days of Effective Date, may have said property surveyed by a licensed Florida surveyor. Any of the following matters shown on the survey shall be treated as a title defect as provided by the section above entitled "Evidence of Title": (i) any encroachments onto the Real Property; (ii) any encroachments of the Improvements onto the lands of others; (iii) any encroachments of the Improvements onto easements or beyond setback lines located on the Real Property; (iv) no means of physical and legal ingress to and egress from a publicly dedicated roadway; (v) voids or lapses in the legal description of the Real Property; (vi) slivers, strips, gores, or hiatuses contained in the Real Property; (vii) other matters that would, in Buyer's sole opinion, interfere with Buyer's intended use of the property; (viii) any other matters that reasonably cause the title insurance underwriter chosen by Buyer refuse to delete the survey and unrecorded easement exceptions to the title commitment.

If the survey shows any of the above-enumerated matters affecting said property the same shall be treated as a title defect and Seller shall be responsible for the cost of removal thereof.

19. **LIENS**. Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the property for ninety (90) days immediately preceding the date of closing. If the property has been improved, or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing.

20. **SELLER'S JOINDER BEFORE CLOSING**. Seller shall promptly, at Buyer's request and expense, before or after the closing, and provided that Seller thereby assumes no liability or obligation, join in all applications for platting, site plan approval, building permits, certificate of dedication, public works or other agreements and permits for sewer, water, or other utility services, other instruments of dedication or other permits or approvals, the granting or of entry into which, by any governmental or quasi-governmental authority having

jurisdiction of the property, is, in the Buyer's reasonable opinion, necessary to permit the use and occupancy of the property for the Intended Use without violating applicable law.

21. DOCUMENTS FOR CLOSING. Buyer's counsel or Title Agent shall furnish the Deed, Affidavit Regarding Liens, Bill of Sale for personal property, Certificate of Non-Foreign Status and any corrective instruments that may be required in connection with perfecting the title, and the Closing Statement.

22. PROVISIONS REGARDING FIRPTA. At closing Seller shall execute and deliver a Certificate of Non-Foreign Status in form acceptable to Buyer's counsel. In the event Seller does not so execute and deliver to Buyer a fully and properly completed and executed Certificate of Non-Foreign Status, Buyer or Title Agent shall withhold ten (10%) percent of the Purchase Price and pay the withheld amount to the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code, unless Seller proves, to Buyers' satisfaction, that such withholding is not required under said Section 1445 and regulations promulgated thereunder. Any such amount thus withheld, shall be deemed to have been paid to Seller in cash at Closing as part of Buyer's obligation to pay the Purchase Price.

23. EXPENSES. Abstracting of title prior to closing, municipal lien search, documentary stamps on the deed and recording corrective instruments shall be paid by Seller. Abstracting after closing, title insurance and recording deed shall be paid by Buyer.

24. PRORATIONS; CREDITS. Taxes, assessments, rent, interest, insurance and other expenses and revenue of the property shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required by prorations. In the event the date of closing shall occur between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Revenue Collection Division an amount equal to current taxes prorated to the date of transfer of title, based upon the current assessment and millage rates on the property. In the event that closing occurs on or after November 1, the tax bill shall be paid in full, if not already paid, and Buyer shall grant Seller a pro-rated credit for Buyer's share of same at closing.

25. SPECIAL ASSESSMENT LIENS. Certified, confirmed and ratified special assessment liens by governmental authority through the date prior to closing (and not as of the date of this Contract) are to be paid by the Seller. Pending liens as of the date of closing shall be assumed by the Buyer.

26. RISK OF LOSS. If the improvements are damaged by fire or other casualty before delivery of the deed and can be restored to substantially the same condition as now existing within a period of sixty (60) days thereafter, Seller may restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property "as is" together with insurance proceeds, if any, or (2) canceling the Contract and all deposits will be forthwith returned to the Buyer and the parties released of any further liability hereinbefore.

27. PROCEEDS OF SALE AND CLOSING PROCEDURE. The deed shall be recorded upon clearance of funds. The proceeds of sale shall be tendered to Seller at closing, Payment to Seller may be made by attorney or title company escrow account check.

28. POSSESSION. Possession and occupancy of the property shall be delivered to Buyer at the time of closing, subject to the provisions of paragraph 10 herein.

29. ESCROW. Any escrow agent ("Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. Failure

of clearance of funds shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement, or until judgment of a court of competent jurisdiction shall determine the rights of the parties or Agent may deposit with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. In any suit between Buyer and Seller where Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be charged and assessed as court costs in favor of the prevailing party. Parties agree that Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of Contract or gross negligence of Agent.

30. BUYER'S DEFAULT. If Buyer shall default in the performance of its obligations under this Contract, without fault on Seller's part and without failure of title or any conditions precedent to Buyer's obligations under this Contract, Seller shall have the right of specific performance of this Contract.

31. SELLER'S DEFAULT. If Seller shall default in the performance of its obligations under this Contract, Buyer shall have the right to elect either (i) to terminate this Contract by giving notice to Seller, in which event the Deposit, if any, shall be returned to Buyer and this Contract shall be deemed null and void with no party having any further rights or obligations under the Contract, except for those rights, obligations, with remedies that specifically survive the termination of this Contract; or (ii) to seek to specifically enforce the terms and conditions of this Contract, without thereby waiving any action for damages resulting from Seller's breach.

32. TIME. Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays and state and national legal holidays, and any time period provided herein which shall end on Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

33. CONTRACT NOT RECORDABLE. Neither this Contract nor any notice or memorandum of it shall be recorded in any public records, and any violation of this paragraph shall be default under the Contract.

34. ASSIGNABILITY. Neither party shall assign its rights under this Contract without the other party's written consent, which shall not be unreasonably withheld by the other party in its sole discretion. Assignment of a majority of the assets or stock of any corporation to another party or a change of a general partner of any partnership shall be deemed an assignment of rights under this paragraph and a violation of this paragraph. No assignment, whether or not permitted under this paragraph shall relieve the assigning party of its obligations under this Contract.

35. INTEGRATION. This Contract constitutes the entire agreement between the parties, and supersedes all prior negotiations, writings, agreements, or other understandings between the parties with respect to the subject matter of this Contract.

36. MODIFICATION. This Contract may not be modified orally or in any other manner than by an agreement in writing signed by the party or parties against whom enforcement is sought. Escrow Agent, if any, shall not be required to join in the execution of any amendments unless its rights or obligations under this Contract are affected.

37. TYPEWRITTEN AND HANDWRITTEN PROVISIONS. Typewritten or handwritten provisions that are inserted in this Contract or attached to this Contract as addenda or riders shall control over all printed or pretyped provisions with which they may conflict.

38. EXHIBIT AND PARAGRAPH REFERENCES. All references in this Contract to exhibits, schedules, paragraphs, subparagraphs, sections, and subsections refer to the respective subdivisions of this Contract unless the reference expressly identifies another document. The exhibits attached to this Contract are made a part of this Contract and incorporated into this Contract by this reference.

39. NOTICES. All notices, requests, consents, instructions, and communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or nationally recognized overnight courier service, telecommunicated, telecopied or mailed (air mail if international) by registered or certified mail (postage prepaid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this paragraph.

If to Buyer:

KEVEN R. KLOPP
Community Redevelopment Director
DEERFIELD BEACH CRA
150 N.E. Second Avenue
Deerfield Beach, FL 33441
Tel. Number: (954) 480-4263
Fax Number: (954) 480-4268

with a copy to:

ANDREW S. MAURODIS, ESQ.
City Attorney
710 East Hillsboro Blvd., #200
Deerfield Beach, FL 33441
Tel. Number: (954) 429-1440
Fax Number: (954) 429-1442

with a copy to:

ROBERT S. KLEINMAN, ESQ.
1701 West Hillsboro Blvd., #207
Deerfield Beach, FL 33442
Tel. Number: (954) 428-5838
Fax Number: (954) 428-0294

If to Seller:

JOHN LOMBARDI, President
Deerfield Beach Chamber of Commerce
1601 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

with a copy to:

40. RADON GAS DISCLOSURE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

41. PARAGRAPH HEADINGS. The boldface word or words appearing at the commencement of paragraphs and subparagraphs of this Contract are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those paragraphs or subparagraphs.

42. GENDER AND CASE. Wherever in this Contract the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the Contract shall require.

43. SEVERABILITY. If any provision of this Contract is void, invalid, or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect.

44. BINDING EFFECT. This Contract shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

45. FURTHER ASSURANCES. Seller and Buyer each agree from time to time to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things that are legally required or reasonably necessary to effectuate the intentions of this Contract. This provision shall survive the Closing.

46. SURVIVAL. Unless otherwise expressly provided by this Contract, all covenants, agreements, representations, and warranties of Seller and Buyer in this Contract, all remedies related to them, and the provisions of this paragraph shall survive the Closing or the termination of this Contract.

47. GOVERNING LAW. This Contract and all transactions contemplated by this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

48. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Contract occurred in or shall occur in Broward County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally (i) agrees that any lawsuit, action, or other legal proceeding arising out of or related to this Contract may be brought in the courts of record of the State of Florida in Broward County or the District Court of the United States, Southern District of Florida, sitting in Broward County; (ii) consents to the jurisdiction of such court in any such lawsuit, action, or proceeding; and (iii) waives any objection that it may have to the laying of venue of any such lawsuit, action or proceeding in any such court.

49. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

50. INTERPRETATION. This Contract, and the exhibits or addenda to this Contract, have been negotiated at arm's length by Seller and Buyer, and the parties mutually agree that for the purpose of construing the terms of this Contract or exhibits or addenda, neither party shall be deemed responsible for the drafting of this Contract.

51. **WAIVER OF JURY TRIAL.** Seller and Buyer hereby mutually, knowingly, willingly, and voluntarily waive their right to trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties (all of whom are collectively referred to below as the "parties") shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation proceeding based upon or arising out of this Contract or any related agreement or instrument, or any course of action, course of dealing, statements (whether verbal or written) or actions relating to the property or this Contract. The parties also waive any right to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the inclusion of this provision is a material inducement for entering into this agreement. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.

52. **FULL AGREEMENT.** This is the full Contract between the parties and may not be changed except by a written amendment executed with equal dignity hereto.

Witnesses:

Executed by Seller
on _____, 2011

DEERFIELD BEACH CHAMBER OF
COMMERCE

By: JOHN LOMBARDI, Chairman

Executed by Buyer
on _____, 2011

DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY,

By: KEVEN R. KLOPP, CRA Director

	<u>Site</u>	<u>Agent</u>	<u>Autrey</u>	<u>Real Estate Analysts</u>	<u>Anderson and Carr</u>	<u>Newstreet</u>	<u>Quinleven</u>	<u>Average</u>	<u>10% under</u>	<u>10% over</u>	<u>High low difference</u>
1	Future Parking Behind Wyndham Hotel	Mark Lasman		\$1,050,000.00		\$1,045,000.00	\$1,050,000.00	\$ 1,048,333.33	\$ 943,500.00	\$ 1,153,166.67	\$ 209,666.67
2	Future CRA Office / Community Facility (Chamber of Commerce)	John Lombardi			\$435,000.00	\$420,000.00	\$400,000.00	\$ 418,333.33	\$ 376,500.00	\$ 460,166.67	\$ 83,666.67
3	Future Island Gateway (Motels NE corner of A1A & Hillsboro)							\$ -	\$ -	\$ -	\$ -
	Island Gateway 1 (South/Dominic)	Balistreri PJ Carswell 954.242.4260	\$560,000.00	\$650,000.00	\$520,000.00			\$ 576,666.67	\$ 519,000.00	\$ 634,333.33	\$ 115,333.33
	Island Gateway 2 (North/Maiuro)	Joe Maiuro - 954.782.4900 4201 N Federal Hwy	\$550,000.00	\$600,000.00	\$550,000.00			\$ 566,666.67	\$ 510,000.00	\$ 623,333.33	\$ 113,333.33
4	Future Sullivan Park Expansion (Riverview site)	Chris Metzger	\$2,150,000.00	\$2,000,000.00		\$1,900,000.00		\$ 2,016,666.67	\$ 1,815,000.00	\$ 2,218,333.33	\$ 403,333.33
5	Future Parking Garage at Cove Shopping Center (Pal's)	Kim Spicer	\$2,440,000.00		\$2,700,000.00		\$2,025,000.00	\$ 2,388,333.33	\$ 2,149,500.00	\$ 2,627,166.67	\$ 477,666.67
								\$ 7,015,000.00	\$ 6,313,500.00	\$ 7,716,500.00	\$ 1,403,000.00

DEERFIELD BEACH

COMMUNITY REDEVELOPMENT AGENCY

REAL ESTATE ACQUISITION POLICY – ADOPTED MAY 10 2011

- a) The CRA may only acquire properties specifically identified in the adopted CRA Plan.
- b) Prior to the acquisition of any real property parcel of land, the CRA Director shall:
 - i) Identify himself/herself to all parties when purchase discussions begin as representing the Deerfield Beach Community Redevelopment Agency.
 - ii) Obtain three (3) independent appraisals. Appraisals will be based in part on comparable sales including the previous sale of each subject property.
 - iii) Ensure that the appraisal used to obtain FMV is dated within 60 days of contract execution and takes into account the property's current condition.
 - iv) Obtain a pre-acquisition inspection report wherein a property inspector lists and provides photographs of any exterior or interior area needing site or repair work and provides a cost estimate.
 - v) Obtain a Phase I environmental audit and any further environmental studies necessary, including lead-based paint and asbestos surveys.
 - vi) Ensure that the Deerfield Beach Community Redevelopment Agency (DBCRA) is the entity that will take title to all acquired real estate. DBCRA will be known as the BUYER in all Contracts for Purchase and Sale.
 - vii) Engage the services of legal counsel, as necessary, to identify and prepare contracts to purchase real estate and to eventually close transactions or review closing documents.
 - viii) Receive an executed contract or written acceptance of an offer which is in compliance with this policy. No offer which is inconsistent with this policy may be made without the prior specific consent of the CRA Board pursuant to section h) below.
 - ix) Ensure compliance with Florida Statutes and the City of Deerfield Beach procurement code.
- c) Earnest money (deposits) placed on properties shall not exceed the CRA Director's discretionary spending level of \$10,000.
- d) Purchase price shall not exceed an amount which is 10% above the average of the three appraisals unless this limit is specifically waived by the CRA Board pursuant to section h) below.
- e) All property purchases require approval of the CRA Board of Directors.

CRA Real Estate Acquisition Policy

- f) Contracts shall be signed by the CRA Director. Such contracts shall be contingent upon the approval of a CRA resolution ratifying the contract and authorizing the closing to proceed. Such resolution shall include property address and folio number, title holder's name, price, inspection date, date of pricing Fair Market Value, and date of offer.
- g) The CRA shall not purchase occupied residential property. A contract for purchase of occupied residential property may proceed contingent upon an occupant/tenant vacation plan having been agreed to by the CRA and Seller with implementation prior to close. In such case, a written notice shall be provided to the Seller stating that the purchase is strictly voluntary and that no eminent domain action will be taken.
- h) Any of the above policies or procedures may be waived by a unanimous affirmative vote of the CRA Board.

acquisition may be considered.

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

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

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

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

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

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

Broward County Land Use Plan

RESOLUTION NO. 2011/

A RESOLUTION OF THE BOARD OF THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) AUTHORIZING THE CRA DIRECTOR TO EXECUTE A CONTRACT FOR SALE AND PURCHASE OF CERTAIN PROPERTY LOCATED AT 1601 E. HILLSBORO BOULEVARD, DEERFIELD BEACH, FLORIDA FOR THE PURCHASE PRICE OF \$399,000.

WHEREAS, the Deerfield Beach CRA wishes to purchase certain property located at 1601 e. Hillsboro Boulevard, Deerfield Beach as more particularly described in the attached Contract for Sale and Purchase (the Property); and

WHEREAS, the CRA Board finds that the purchase of this Property is in the best interest of the CRA; and

WHEREAS, the CRA has appraised the Property and CRA staff has negotiated with the Deerfield Beach Chamber of Commerce (the Property owner); and

WHEREAS, based upon CRA staff recommendation, the CRA Board finds that purchasing the Property for \$399,000 would be in the best interest of the CRA;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECOTRS OF THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

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

Section 2. The CRA Board does hereby authorize the CRA Director to execute a Contract for Sale and Purchase and undertake such necessary measures to purchase the Property at a price of \$399,000. The CRA Director is authorized to obtain such counsel as is necessary to close the transaction.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2011.

PEGGY NOLAND, CHAIR
CRA BOARD

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

Deerfield/Resolutions/Purchase of property.reso - CRA

REQUESTED ACTION:

Resolution to reimburse the City of Deerfield Beach for Dunn's Run special event in an amount not to exceed \$9,787.00

SUMMARY EXPLANATION/BACKGROUND:

The City of Deerfield Beach is requesting funding for the Dunn's Run special event in the amount of \$9,787.00. This event will take place entirely within the CRA District and attract approximately 5,000 people to the CRA on October 2, 2011.

This is a budgeted expense. Adequate discretionary funding is available in CRA account 190-8000-579.35-74 (Special Events).

ATTACHMENTS:

Request from Parks and Recreation Department to fund Dunn's Run Resolution



City of
D E E R F I E L D

B E A C H

Parks and Recreation Department

MEMORANDUM

TO: Kris Mory, CRA Coordinator
FROM: Philip Biscorner, Parks and Recreation Manager I
DATE: August 4, 2011
SUBJECT: **Dunn's Run**

Kris,

Here is the budget that we are looking to get funded by the CRA for the Dunn's Run Event held at the beach.

BSO Detail (OT)	-	\$4,269
Fire/Rescue (OT)	-	\$1,218
Parks and Recreation (OT)	-	\$1,000
Rentals		
Traffic Signage/Barricades	-	\$800
Lighting	-	\$500
Tables, Chairs, Stage, Tents	-	\$2,000
Total	-	\$9,787

Please let me know if you have any questions or need any more information.

Thanks,

Philip D. Biscorner
City of Deerfield Beach
Parks and Recreation Manager I
(954) 480-4429

RESOLUTION NO. 2011/ _____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA, TO REIMBURSE THE CITY OF DEERFIELD BEACH FOR COSTS ASSOCIATED WITH THE DUNN'S RUN SPECIAL EVENT IN AN AMOUNT NOT TO EXCEED \$9,787.

WHEREAS, the Deerfield Beach CRA seeks to support business development by funding special events that attract people and money to the CRA District; and

WHEREAS, Dunn's Run will attract an estimated X people to the District; and

WHEREAS, the CRA Board has received a request from the City of Deerfield Beach to fund the Dunn's Run special event in an amount not to exceed \$9,787.00; 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 reimbursement to the City of Deerfield Beach for the Dunn's Run Special Event in an amount not to exceed \$9,787.00.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2011.

PEGGY NOLAND, CHAIR

ATTEST:

ADA GRAHAM JOHNSON, MMC, CITY CLERK

REQUESTED ACTION:

None. Staff will present the Proposed CRA Budget for FY 2012 and facilitate a discussion regarding the proposed budget

SUMMARY EXPLANATION/BACKGROUND:

Staff has prepared a proposed FY 2012 CRA Budget. This budget reflects the goals of the CRA Plan and the specific projects outlined in the adopted 5 Year Capital Plan. The proposed FY 2012 CRA Budget is being presented for informational purposes and for input/direction from the CRA Board.

The CRA Board will be asked to adopt the FY2012 CRA Budget by resolution at the August 30, 2011 meeting, as per the requirements of Florida Statutes, Section 189.418.

ATTACHMENTS:

Proposed CRA Budget

2011/12 Proposed Community Redevelopment Agency Budget



City of

D E E R F I E L D

B E A C H

Deerfield Beach, Florida

CRA Board of Directors

Peggy Noland, Chair

Bill Ganz

Joseph Miller

Martin Popelsky

Ben Preston

City Manager

Burgess Hanson

Economic Development Office Community Redevelopment Agency

The Economic Development Office/Community Redevelopment Agency is responsible for the City's economic development consisting of three areas of professional concern: business retention and attraction, economic development and community redevelopment. The Economic Development Office/Community Redevelopment Agency maintains a strong relationship with Broward County's public/private economic development organization – the Greater Fort Lauderdale Broward Alliance, the Broward County Office of Economic Development and the State's Enterprise Florida.

The Community Redevelopment Agency is charged with implementing the adopted Beach/Cove Community Redevelopment Plan. The Agency monitors the reinvestment of tax increment dollars stemming from the Beach/Cove Community Redevelopment Area toward public infrastructure improvements. The Agency is also tasked with coordinating such infrastructure improvements with the different private development activities occurring within the Beach/Cove Community Redevelopment Area. Furthermore, the Agency has the responsibility to keep the public informed as to activities within the CRA. The Agency also ensures that proper reporting is submitted to the County and the State on an annual basis.

The general purpose of the Economic Development Office/Community Redevelopment Agency is to strengthen the City's tax base which, in turn, will result in an improved quality of life for all its citizens.

COMMUNITY REDEVELOPMENT AGENCY FUND
REVENUES BY CATEGORY AND SOURCE

	2008-09	2009-10	2010-11	2010-11	2010-11	2011-12
	Actual	Actual	Y-T-D	Y-T-D	Budget	Budget
			(Thru 3/31/11)	%age		
TAXES						
Tax Increment Revenue	1,868,856	1,500,220	1,382,280	105	1,322,509	1,211,228
<i>General Property Taxes</i>	<u>1,868,856</u>	<u>1,500,220</u>	<u>1,382,280</u>	<u>105</u>	<u>1,322,509</u>	<u>1,211,228</u>
TOTAL TAXES	<u>1,868,856</u>	<u>1,500,220</u>	<u>1,382,280</u>	<u>105</u>	<u>1,322,509</u>	<u>1,211,228</u>
CHARGES FOR SERVICES						
Records Retrieval and Copying	-	12	-	-	-	-
<i>General Government</i>	<u>-</u>	<u>12</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL CHARGES FOR SVCS	<u>-</u>	<u>12</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
MISCELLANEOUS REVENUE						
Interest on Investments	86,461	7,968	-	-	40,000	20,000
Interest on Idle Cash	22,864	14,363	9,467	47	20,000	15,000
<i>Interest Earnings</i>	<u>109,325</u>	<u>22,331</u>	<u>9,467</u>	<u>16</u>	<u>60,000</u>	<u>35,000</u>
TOTAL MISC REVENUES	<u>109,325</u>	<u>22,331</u>	<u>9,467</u>	<u>16</u>	<u>60,000</u>	<u>35,000</u>
NON-REVENUES						
General Fund	1,390,279	1,216,726	1,237,523	99	1,253,003	900,177
CRA Construction Fund	34,736	-	-	-	-	-
<i>Interfund Transfers</i>	<u>1,425,015</u>	<u>1,216,726</u>	<u>1,237,523</u>	<u>99</u>	<u>1,253,003</u>	<u>900,177</u>
Cash Bal for Planned Projects	-	-	-	-	10,719,643	8,529,223
<i>Other Non-Revenues</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,719,643</u>	<u>8,529,223</u>
TOTAL NON-REVENUES	<u>1,425,015</u>	<u>1,216,726</u>	<u>1,237,523</u>	<u>10</u>	<u>11,972,646</u>	<u>9,429,400</u>
TOTAL COMMUNITY REDEVELOPMENT AGENCY FUND	<u>3,403,196</u>	<u>2,739,289</u>	<u>2,629,270</u>	<u>20</u>	<u>13,355,155</u>	<u>10,675,628</u>

City of Deerfield Beach, Florida
 Community Redevelopment Agency Fund
 Summary

<u>BY DIVISION</u>	2008-09 Actual	2009-10 Actual	2010-11 YTD 3/31/11	2010-11 Budget	2011-12 Budget
CRA	\$ 924,659	\$ 1,078,513	\$ 806,941	\$ 13,355,155	\$ 10,675,628
TOTAL	<u>\$ 924,659</u>	<u>\$ 1,078,513</u>	<u>\$ 806,941</u>	<u>\$ 13,355,155</u>	<u>\$ 10,675,628</u>
<u>EXPENSE GROUP</u>					
Personal Services	\$ -	\$ -	\$ 71,552	\$ 278,512	\$ 423,062
Materials & Supplies	53	8,124	20,892	2,800	5,300
Operating Expenses	924,606	1,070,389	77,193	1,940,249	1,858,572
Infrastructure	<u>-</u>	<u>-</u>	<u>637,304</u>	<u>11,133,594</u>	<u>8,388,694</u>
TOTAL APPROPRIATIONS	<u>\$ 924,659</u>	<u>\$ 1,078,513</u>	<u>\$ 806,941</u>	<u>\$ 13,355,155</u>	<u>\$ 10,675,628</u>

Community Redevelopment Agency Fund

EXPENDITURES	2008-09 Actual	2009-10 Actual	2010-11 YTD 3/31/11	2010-11 Budget	2011-12 Budget
Personal Services					
Salaries and Wages	\$ -	\$ -	\$ 63,601	\$ 241,791	\$ 365,678
Employee Benefits	-	-	7,951	36,721	57,384
Materials & Supplies	53	8,124	20,892	2,800	5,300
Other Services and Charges	924,606	1,070,389	714,497	1,940,249	1,858,572
Operations Subtotal	<u>924,659</u>	<u>1,078,513</u>	<u>806,941</u>	<u>2,221,561</u>	<u>2,286,934</u>
Capital Outlay	-	-	-	11,133,594	8,388,694
DEPARTMENTAL TOTAL	<u>\$ 924,659</u>	<u>\$ 1,078,513</u>	<u>\$ 806,941</u>	<u>\$ 13,355,155</u>	<u>\$ 10,675,628</u>
PERSONNEL					
Full-Time	0	0	1	1.3	4.1
Part-Time	0	0	0	0	0
TOTAL	0	0	1	1.3	4.1

Mission Statement

The mission of the Deerfield Beach Economic Development Office/Community Redevelopment Agency is to improve the quality of life for residents by strengthening the City's tax base. This is accomplished by engaging in three areas of professional concern – Economic Development, Business Attraction and Retention and Community Redevelopment.

Major FY11-12 Goals

1. Continue the successful implementation of projects contained the in the Deerfield Beach Community Redevelopment Plan.
2. Retain existing businesses and attract new ones to the City of Deerfield Beach.
3. Provide ongoing technical assistance and resources in support of the business community.

Strategic Objectives:

- Complete the permitting of and begin construction on the Deerfield Beach Pier.
- Complete construction of The Cove Shopping Center Parking Lot.
- Commence design and construction of improvements to the Main Beach Parking area.
- Commence design and construction of drainage and streetscape improvements to the Cove Gardens neighborhood.
- Market and implement the Commercial Façade Improvement Program throughout the CRA District.
- Implement the real estate acquisition strategy for the CRA and begin property acquisition.
- Continue to implement a 5 Year Capital Improvement Plan in the CRA.
- Begin implementation of an ADA Compliance Strategy in the CRA.
- Coordinate business attraction and retention activities with The Greater Fort Lauderdale Broward Alliance and the Broward County Office of Economic Development.
- Market the City of Deerfield Beach as a business destination.

Economic Development Office / Community Redevelopment Agency

PERFORMANCE MEASURES	2008-09 Actual	2009-10 Goal	2009-10 Estimated	2010-11 Projection
INPUTS:				
Number of CRA & Economic Development Staff	0	1	1	4.1
OUTPUTS:				
Number of businesses assisted	10	50	50	80
Number of joint efforts	2	2	4	4
Number of regional meetings attended	5	10	12	12
Number of capital projects managed	3	3	5	5
Number of public awareness meetings/presentations	8	12	12	12
EFFECTIVENESS MEASURES:				
Jobs Retained	N/A	N/A	N/A	N/A
Jobs Created	N/A	N/A	N/A	N/A
Value of Projects Completed	N/A	N/A	N/A	N/A
Impact of redevelopment efforts on TIF	N/A	N/A	N/A	N/A
EFFICIENCY MEASURES:				
Response time to business inquiries	N/A	N/A	N/A	N/A
Number of business complaints resolved	N/A	N/A	N/A	N/A
Number of projects completed on time	N/A	N/A	N/A	N/A
Number of projects completed on budget	N/A	N/A	N/A	N/A

BUDGET LINE ITEM SUMMARY
OCTOBER 1, 2011 TO SEPTEMBER 30, 2012

COMMUNITY REDEVELOPMENT AGENCY FUND 190
NON-DEPARTMENTAL
NON-DEPARTMENTAL 8000-552

ACCT NO.	ACCOUNT DESCRIPTION	FY 2011 BUDGET	FY 2012 REQUEST	INCREASE (DECREASE)	% CHANGE
10-01	Regular Salary	236,769	353,928	117,159	49.5%
10-03	Longevity	1,022	1,750	728	71.2%
10-06	Automobile Allowance	4,000	8,000	4,000	100.0%
10-12	Sick Leave Conversion Pay	-	2,000	2,000	-
11-01	FICA	18,497	27,989	9,492	51.3%
12-04	ICMA Pension Plan	18,224	29,395	11,171	61.3%
32-16	Landscaping Services	5,000	5,000	-	0.0%
32-99	Other Contractual Services	390,000	215,000	(175,000)	-44.9%
35-04	Office Supplies	400	800	400	100.0%
35-09	Professional Publications	300	300	-	0.0%
35-13	Minor Tools, Equip, Hdwe	2,100	4,200	2,100	100.0%
35-74	Special Events	275,000	171,000	(104,000)	-37.8%
39-01	Travel and Training	5,000	10,000	5,000	100.0%
39-02	Printing	1,500	1,500	-	0.0%
39-21	Advertising	10,000	10,000	-	0.0%
39-27	General Admin Charge	32,955	70,000	37,045	112.4%
39-35	Dues and Memberships	-	2,000	2,000	-
39-59	Commercial Façade Improv Loan Prog	600,000	500,000	(100,000)	-16.7%
60-41	Automotive Equipment	-	175,000	175,000	-
60-42	Office Machinery & Equipment	10,000	10,000	-	0.0%
60-43	Other Machinery & Equipment	20,000	-	(20,000)	-100.0%
63-01	Cove Parking Lot	2,500,000	30,000	(2,470,000)	-98.8%
63-02	Hillsboro Streetscape	510,000	510,000	-	0.0%
63-03	Pier	3,500,000	350,000	(3,150,000)	-90.0%
63-04	Infrastructure & Capital Improvements	1,065,100	75,000	(990,100)	-93.0%
63-05	Cove Gardens Improvements	-	1,213,000	1,213,000	-
63-06	Beach Enhancements	90,000	670,000	580,000	644.4%
63-07	Real Estate Acquisition	3,368,494	4,500,000	1,131,506	33.6%
63-08	Main Beach Parking Area Improvements	-	1,625,000	1,625,000	-
63-09	Sidewalk Improvements	-	285,000	285,000	-
63-10	Fire Hydrants	-	175,500	175,500	-
63-11	Lighting	-	65,000	65,000	-
63-12	Park Improvements	-	1,025,000	1,025,000	-
90-01	Transfer to General Fund	686,794	689,072	2,278	0.3%
90-03	Transfer to Insurance Services Tr	4,000	-	(4,000)	-100.0%
Total		13,355,155	12,810,434	(544,721)	-4.1%

**PERSONAL SERVICES AND OPERATING EXPENSES
DETAIL BUDGET INFORMATION
OCTOBER 1, 2011 TO SEPTEMBER 30, 2012**

**COMMUNITY REDEVELOPMENT AGENCY FUND 190
NON-DEPARTMENTAL
NON-DEPARTMENTAL 8000-552**

10-01 REGULAR SALARY

This Year's Request	353,928
Last Year's Budget	236,769
Difference	117,159
% Change	49.5%

Regular salary	353,928
Longevity	1,750
Automobile allowance	8,000
Sick Leave Conversion Pay	2,000
Total	<u>365,678</u>

Cost of living included: 0%
 Number of personnel: 4.1 - shared with General Fund (Keven Klopp 35%, Kris Mory 95%, Administrative Assistant 75%, Charlie DaBrusco 15%, Dean Payne 40%, Bernard Buxton-Tetteh 50%) - Project Manager 100% paid entirely with Tax Increment Revenues
 New positions included: 2

10-03 LONGEVITY

This Year's Request	1,750
Last Year's Budget	1,022
Difference	728
% Change	71.2%

FROZEN: Longevity is paid in accordance with the following schedule to permanent full time employees who have worked for the city for at least five years. The longevity percentage is applied to regular salary only.

<u>Years of Service</u>	<u>Longevity Allowance</u>
5	2%
10	4%
15	6%
20	8%
25	10%

10-06 AUTOMOBILE ALLOWANCE

This Year's Request	8,000
Last Year's Budget	4,000
Difference	4,000
% Change	100.0%

CRA's portion of the cost of a vehicle for use by staff in the CRA. (Added \$4,000 for Project Manager vehicle)

10-12 SICK LEAVE CONVERSION PAY

This Year's Request	2,000
Last Year's Budget	-
Difference	2,000
% Change	-

Once a year, in December, every full-time, permanent employee who has used less than six days of sick leave during the preceding year may choose to be paid for the unused portion of those six days. For example, if an employee has used two days of sick leave during the year, he or she may choose to be paid for the remaining four days worth of sick leave. The payment is calculated using the employee's base hourly rate; therefore not including any additional pay factors such as longevity.

**PERSONAL SERVICES AND OPERATING EXPENSES
DETAIL BUDGET INFORMATION
OCTOBER 1, 2011 TO SEPTEMBER 30, 2012**

**COMMUNITY REDEVELOPMENT AGENCY FUND 190
NON-DEPARTMENTAL
NON-DEPARTMENTAL 8000-552**

11-01 FICA

This Year's Request	27,989
Last Year's Budget	18,497
Difference	9,492
% Change	51.3%

The 7.65% FICA rate is composed of two rates; a 6.20% social security tax that is applied to the first \$106,800 that an employee earns and a 1.45% Medicare tax that is applied to all earnings.

12-04 ICMA PENSION PLAN

This Year's Request	29,395
Last Year's Budget	18,224
Difference	11,171
% Change	61.3%

Estimated city pension contribution for those city employees who are participants in the ICMA defined contribution plan; the city contribution, as a percentage of salary, is 8%.

32-16 LANDSCAPING SERVICES

This Year's Request	5,000
Last Year's Budget	5,000
Difference	-
% Change	0.0%

Maintenance of projects improved using CRA TIR funds – The Cove Shopping Center Parking Lot, Hillsboro Boulevard and Ocean Way.

32-99 OTHER CONTRACTUAL SERVICES

This Year's Request	215,000
Last Year's Budget	390,000
Difference	(175,000)
% Change	-44.9%

Budget item includes costs for miscellaneous consultant and contractual services (Architect for Façade Program (\$50,000), Wayfinding (\$25,000), Appraisals (\$25,000), Graphic Design (\$5,000) and Website Design (\$45,000); includes cost of legal services provided by CRA Attorney (\$38,000); includes \$27,500 for other consultant services to be determined by the CRA Board.

35-04 OFFICE SUPPLIES

This Year's Request	800
Last Year's Budget	400
Difference	400
% Change	100.0%

Office supplies necessary for departmental operations.

35-09 PROFESSIONAL PUBLICATIONS

This Year's Request	300
Last Year's Budget	300
Difference	-
% Change	0.0%

Funding for development and management-related newspapers, trade magazines, and books.

**PERSONAL SERVICES AND OPERATING EXPENSES
DETAIL BUDGET INFORMATION
OCTOBER 1, 2011 TO SEPTEMBER 30, 2012**

**COMMUNITY REDEVELOPMENT AGENCY FUND 190
NON-DEPARTMENTAL
NON-DEPARTMENTAL 8000-552**

35-13 MINOR TOOLS, EQUIPMENT AND HARDWARE

This Year's Request	4,200
Last Year's Budget	2,100
Difference	2,100
% Change	100.0%

35-74 SPECIAL EVENTS

This Year's Request	171,000
Last Year's Budget	275,000
Difference	(104,000)
% Change	-37.8%

Funds for the CRA to form Special Events partnerships (\$60,000), Deerfield Beach Green Market (\$10,000) and July 4th event (\$115,000).

39-01 TRAVEL AND TRAINING

This Year's Request	10,000
Last Year's Budget	5,000
Difference	5,000
% Change	100.0%

Includes attendance at annual conferences, seminars, workshops and business retention/attraction meetings. Includes travel to Tallahassee for state meetings.

39-02 PRINTING

This Year's Request	1,500
Last Year's Budget	1,500
Difference	-
% Change	0.0%

Printing of brochures, hand-outs, annual report, etc.

39-21 ADVERTISING

This Year's Request	10,000
Last Year's Budget	10,000
Difference	-
% Change	0.0%

Advertising of programs and events in newspapers, industry publications and exhibits. Includes advertising for The Cove Shopping Center Parking Lot Improvements project and Commercial Façade Program

39-27 GENERAL ADMINISTRATIVE CHARGE

This Year's Request	70,000
Last Year's Budget	32,955
Difference	37,045
% Change	112.4%

Money which is paid to the general fund for the services that are provided to support the CRA Fund.

**PERSONAL SERVICES AND OPERATING EXPENSES
 DETAIL BUDGET INFORMATION
 OCTOBER 1, 2011 TO SEPTEMBER 30, 2012**

**COMMUNITY REDEVELOPMENT AGENCY FUND 190
 NON-DEPARTMENTAL
 NON-DEPARTMENTAL 8000-552**

39-35 DUES AND MEMBERSHIPS

This Year's Request	2,000
Last Year's Budget	-
Difference	2,000
% Change	-

39-59 COMMERCIAL FACADE IMPROVEMENT LOAN PROGRAM

This Year's Request	500,000
Last Year's Budget	600,000
Difference	(100,000)
% Change	-16.7%

The Cove Shopping Center parking lot improvements will be under construction during this FY and Cove Shopping Center tenants and property owners will be encouraged to undertake private improvements concurrently.

60-41 AUTOMOTIVE EQUIPMENT

This Year's Request	175,000
Last Year's Budget	-
Difference	175,000
% Change	-

Cost of a showmobile mobile event venue for special events to be held in the CRA.

60-42 OFFICE MACHINERY & EQUIPMENT

This Year's Request	10,000
Last Year's Budget	10,000
Difference	-
% Change	0.0%

60-43 OTHER MACHINERY & EQUIPMENT

This Year's Request	-
Last Year's Budget	20,000
Difference	(20,000)
% Change	-100.0%

63-01 COVE PARKING LOT

This Year's Request	30,000
Last Year's Budget	2,500,000
Difference	(2,470,000)
% Change	-98.8%

Funding for decorative seasonal banner program and hardware

63-02 HILLSBORO STREETScape

This Year's Request	510,000
Last Year's Budget	510,000
Difference	-
% Change	0.0%

**PERSONAL SERVICES AND OPERATING EXPENSES
DETAIL BUDGET INFORMATION
OCTOBER 1, 2011 TO SEPTEMBER 30, 2012**

**COMMUNITY REDEVELOPMENT AGENCY FUND 190
NON-DEPARTMENTAL
NON-DEPARTMENTAL 8000-552**

63-03 PIER

This Year's Request	350,000
Last Year's Budget	3,500,000
Difference	(3,150,000)
% Change	-90.0%

10% contingency for unforeseen circumstances while under construction.

63-04 INFRASTRUCTURE & CAPITAL IMPROVEMENTS

This Year's Request	75,000
Last Year's Budget	1,065,100
Difference	(990,100)
% Change	-93.0%

Wayfinding Signage \$75,000.

63-05 COVE GARDENS IMPROVEMENTS

This Year's Request	1,213,000
Last Year's Budget	-
Difference	1,213,000
% Change	-

Drainage and streetscape improvements for the Cove Gardens neighborhood.

63-06 BEACH ENHANCEMENTS

This Year's Request	670,000
Last Year's Budget	90,000
Difference	580,000
% Change	644.4%

Funds for lifeguard rescue operation stands (\$270,000), landscape upgrades (\$50,000), tree well upgrades (\$50,000), and North Beach Access Improvements (\$125,000).

63-07 REAL ESTATE ACQUISITION

This Year's Request	4,500,000
Last Year's Budget	3,368,494
Difference	1,131,506
% Change	33.6%

Funds to purchase real estate in the CRA.

63-08 MAIN BEACH PARKING AREA IMPROVEMENT

This Year's Request	1,625,000
Last Year's Budget	-
Difference	1,625,000
% Change	-

Funds to improve vehicular circulation, increase the number of parking spaces, install drainage, landscaping, lighting, pay and display machines, signage, and storage at the main beach parking area.

**PERSONAL SERVICES AND OPERATING EXPENSES
DETAIL BUDGET INFORMATION
OCTOBER 1, 2011 TO SEPTEMBER 30, 2012**

**COMMUNITY REDEVELOPMENT AGENCY FUND 190
NON-DEPARTMENTAL
NON-DEPARTMENTAL 8000-552**

63-09 SIDEWALK IMPROVEMENTS

This Year's Request	285,000
Last Year's Budget	-
Difference	285,000
% Change	-

Funds to design and install ADA compliant sidewalks in the CRA District.

63-10 FIRE HYDRANTS

This Year's Request	175,500
Last Year's Budget	-
Difference	175,500
% Change	-

Funds to install fire hydrants in the CRA District to improve public safety.

63-11 LIGHTING

This Year's Request	65,000
Last Year's Budget	-
Difference	65,000
% Change	-

Funds to install necessary lighting in the CRA District.

63-12 PARK IMPROVEMENTS

This Year's Request	1,025,000
Last Year's Budget	-
Difference	1,025,000
% Change	-

Funds to redevelop or enhance park space in the CRA.

90-01 TRANSFER TO GENERAL FUND

This Year's Request	689,072
Last Year's Budget	686,794
Difference	2,278
% Change	0.3%

Interfund transfer for debt service payments on Florida Municipal Loan Council Covenant Bonds.

90-03 TRANSFER TO INSURANCE SERVICES TRUST FUND

This Year's Request	-
Last Year's Budget	4,000
Difference	(4,000)
% Change	-100.0%

Interfund transfer for allocable portion of employee benefits funded through insurance services trust fund.

REQUESTED ACTION:

None.

SUMMARY EXPLANATION/BACKGROUND:

The attached report is for informational purposes only.

ATTACHMENTS:

Parks and Recreation 4th of July Celebration Report



City of
D E E R F I E L D

B E A C H

Parks and Recreation Department

MEMORANDUM

TO: Keven Klopp, Community Redevelopment Agency (CRA) Director
Assistant City Manager

FROM: Walt Bratton, Acting Director of Parks and Recreation

DATE: August 2, 2011

SUBJECT: **2011 Annual 4th of July Celebration report**

The 2011 annual 4th of July Celebration turned out to be the most attended 4th of July in recent history. According to the Broward Sheriff's Office (BSO), Fire Rescue and the Coast Guard the event had over 60,000 attendees. The cost to implement the event was approximately \$67,400. Staff is still waiting on a few items regarding BSO services.

Below are the results of evaluations that staff received from attendees of the event:

- Each group/party that attended the event averaged 6.74 persons
- The average person traveled 168 round-trip to attend the event
- The average person spent \$218.88 of fuel costs
- The average person stayed 1 night/hotel lodging
- The average person spent \$124.84 on lodging as part of their event attendance
- The average person spent \$110.60 on food/beverages as part of their event attendance
- On a scale of 1-5 (with 5 being the highest) participants rated the event with an overall average of 4.19

The majority of the negative comments were regarding parking. The majority of the positive comments were regarding the cleanliness of the beach.

Staff is looking into increasing the number of food and art vendors for next year's event. Also, having vendors arrive earlier in the day may attract more of a crowd for the day portion of the event. In 2012 staff will be adding temporary fencing behind the vendor's booths and the sidewalk on Ocean Way to create a barrier between the vendors and the sidewalk. This was requested by the vendors.

**Deerfield Beach
Community Redevelopment Agency
Monthly Change Order Report**

as per CRA Resolution 2011-011

Change Orders

Date	Project	Expenditure Description	Amount
8/1/2011	Cove Shopping Center Parking Lot	West Construction - Installation of paver stairs at Cove Executive Building for project ADA compliance	\$1,425.00
8/1/2011	Cove Shopping Center Parking Lot	West Construction - Change out of electrical panel equipment to accommodate FPL power source*	\$3,587.85
8/1/2011	Cove Shopping Center Parking Lot	West Construction - Change of electrical wiring to fixtures to accommodate FPL power source*	\$2,920.57
7/28/2011	Ocean Way Turtle Lighting	Eagle Enterprises Inc. - Temporary paver restoration at the Pier	\$1,645.00
7/8/2011	Cove Shopping Center Parking Lot	West Construction - Credits and charges for changes in site work	\$19,661.92
7/7/2011	Cove Shopping Center Parking Lot	West Construction - Credits and charges for drainage work	\$20,390.40

*Staff is requesting reimbursement from FPL for these change order expenses