



Deerfield Beach Community Redevelopment Agency AGENDA

Tuesday, November 12, 2013, 6:30 P.M.
City Commission Chambers, Deerfield Beach City Hall

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES*

October 8, 2013

APPROVAL OF THE AGENDA*

GENERAL ITEMS*

1. Request by the City Manager to address the CRA Board
2. Resolution to approve CRA Director's Contract*
3. Presentation on Sullivan Park Master Plan Implementation Strategy*
4. Resolution to approve FY13-14 CRA Carryover Resolution*
5. Resolution to amend Interlocal Agreement regarding use of the showmobile*
6. Presentation regarding property acquisition

BOARD/ADMINISTRATION COMMENTS

Expense report, pursuant to CRA Resolution 2011-011

PUBLIC INPUT

ADJOURN

* Indicates an Action Item

(Next Meeting: Tuesday, January 14, 2013, 6:30 PM unless otherwise determined)

REQUESTED ACTION:

None.

SUMMARY EXPLANATION/BACKGROUND:

The City Manager would like to address the CRA Board regarding planning for the future of the CRA.

ATTACHMENTS:

None.

REQUESTED ACTION:

Resolution to approve CRA Director contract.

SUMMARY EXPLANATION/BACKGROUND:

At the October 8, 2013 CRA Board meeting, the Board voted to name Kris Mory as permanent CRA Director and directed the City Manager to negotiate a contract. Ms. Mory served as Interim CRA Director since November 2012.

Because this is a promotion, the contract includes a 5% raise to reflect the new level of responsibility. The CRA Director has considerable responsibility as the top administrator of the Community Redevelopment Agency to oversee Agency projects, implement a multi-year Capital Improvements Plan, supervise staff and consultants, ensure fiscal responsibility and plan the Agency budget. The CRA Director reports directly to the CRA Board of Directors with day to day oversight by the City Manager.

Adequate funds are available in the CRA FY2014 Budget Regular Salary (190-800-552.10-01).

ATTACHMENTS:

Proposed CRA Director's Contract
Resolution



CONTRACTUAL EMPLOYMENT AGREEMENT

This **CONTRACTUAL EMPLOYMENT AGREEMENT** (hereinafter referred to as the Agreement) is made and entered into by the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA**, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes (and hereinafter referred to as **Employer**), and by **KRIS MORY** (hereinafter referred to as **Employee**), both of whom agree as follows:

Section 1 - Term

This **Agreement** shall remain in full force and effect from **November 12, 2013**, until terminated by the **Employer** or the **Employee** as provided in Section 7 or Section 9 of this **Agreement**.

Section 2 – Function and Duties

Employee agrees to perform the functions and duties of a Director for the Community Redevelopment Agency [CRA] as directed by **Employer**. In such capacity, **Employee** shall report directly to the CRA Board of Directors under the supervision of the City Manager.

Section 3 - Compensation

Employer agrees that **Employee** is an Exempt Employee under the provisions of the Fair Labor Standards Act (FLSA) and to pay **Employee** an annual salary of ninety three thousand six hundred dollars (\$93,600), payable in bi-weekly installments in the same manner as other management employees of the City of Deerfield Beach are paid. This **Agreement** shall be automatically amended to reflect any base salary adjustments that may be provided by the **Employer**.

Section 4 - Health, Disability and Life Insurance Benefits

Employer agrees to provide the **Employee** with individual and dependents (if applicable) coverage for health insurance, vision insurance, and dental insurance equal to that, and at the identical cost of that, which is offered to employees of the City of Deerfield Beach.

Employer agrees to provide the **Employee** long term disability coverage for the **Employee** equal to that, and at the identical cost of that, which is offered to employees of the City of Deerfield Beach..

Employer agrees to provide the **Employee** term life insurance coverage and optional term insurance coverage in the amount of one (1) times the **Employee's** annual base salary, including any increases in said annual base salary during the life of this Agreement.

Section 5 -Vacation and Sick Leave

Employee shall carry over any accrued and unused Vacation Leave and Sick Leave accumulated by virtue of **Employee's** prior service with the **Employer**. Thereafter, **Employee** shall be entitled to accrue, accumulate and use Vacation Leave and Sick Leave as all other management employees of the **Employer**.

Section 6 – 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 7 - Retirement

Employer agrees to continue **Employee's** participation in the ICMA-RC's 401 Qualified Plan and **Employee** agrees to contribute four percent (4%) of her annual base earnings under the identical terms and conditions applicable to all other management employees of the City of Deerfield Beach since the inception of the aforementioned defined contribution retirement plan.

Section 8 – General Business Expenses

Employer agrees to budget for and to pay for professional dues and subscriptions for **Employee** that are reasonably necessary for continuation and full participation in national, regional, state, and local associations and organization deemed appropriate by **Employer** for the **Employee's** Continued professional development and for the good of the Employer. **Employer** shall have the right to approve all organizations joined, which approval shall not be unreasonably withheld. **Employer** also agrees to budget for and to pay for reasonable travel and subsistence expenses of **Employee** for short courses, institutes, conferences and seminars that are deemed appropriate by **Employer** for the **Employee's** continued professional development and for the good of the **Employer**.

Section 9 – Termination from Employment

Employee shall serve at the pleasure of the **CRA Board of Directors** and may be terminated at any time by the Board as an at-will employee with cause. **Employee** shall not enjoy any benefits of City of Deerfield Beach employees except as specifically provided herein.

Section 10 – Severance and Severance Benefits

(a) Severance – Upon **Employee's** termination pursuant to Section 9 of this Agreement,

Employee shall be paid severance in a sum equal to ninety (90) calendar days of the salary set forth in Section 3 of this Agreement. If Employee is terminated because of a criminal arrest for a felony, the severance provided in this Section shall be forfeited by Employee and shall not be paid by the Employer.

(b) Severance Benefit – In the event Employee is terminated pursuant to Section 9 of this Agreement, Employee shall be compensated for all accrued and unused Vacation Leave and Sick Leave in a manner identical to that of all other management employees of the Employer.

(c) Severance Benefit - In the event **Employee** is terminated pursuant to Section 7 or resigns pursuant to Section 9 of this **Agreement**, **Employee** shall be afforded the benefits of the Consolidated Omnibus Budget Reconciliation Act (COBRA) as provided in such law.

Section 11 - Resignation

In the event **Employee** wishes to voluntarily resign her position under this **Agreement**, **Employee** shall provide written notice to the **Employer** no less than thirty (30) calendar days in advance of **Employee's** anticipated date of separation from service with the **Employer**. In the event Employee resigns from employment under this Agreement, Employee shall not be entitled to the Severance provided in Section 10(a) of this Agreement.

Section 12 - Performance Evaluation

Employer shall evaluate the work performance of **Employee** on an annual basis using the evaluation tool(s) and procedure(s) as for other management employees of the **Employer**.

Section 13 - Hours of Work

Recognizing that **Employee** must perform a great deal of work outside of the **Employer's** regular hours of business, **Employer** and **Employee** agree to develop and establish a mutually agreeable work and holiday schedule for **Employee**.

Section 14 – Outside Activities

The employment provided for in this **Agreement** shall be the **Employee's** sole employment. However, recognizing that certain teaching opportunities provide indirect benefits to the **Employer** and the community, the **Employee** may elect to accept limited teaching opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with **Employee's** responsibilities under this Agreement. Any such teaching opportunities must first be approved by the City Manager or Successor, which approval shall not be unreasonably withheld.

Section 15 - Indemnification

Employer shall defend, save harmless and indemnify **Employee** against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of **Employee's** duties under this

Agreement, provided said activities are within the scope of **Employee's** job responsibilities under this **Agreement**. Legal representation, provided by **Employer** for **Employee**, shall extend until a final determination of the legal action, including any appeals brought by either party. The **Employer** shall indemnify **Employee** against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney's fees and any other liabilities incurred by, imposed upon, or suffered by **Employee** in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of matters in connection with and within the scope of his job responsibilities under this **Agreement**. Any settlement of any claim must be made with prior approval of the **Employer** in order for indemnification, as provided in this section, to be available and shall relate only to matters in connection with and within the scope of **Employee's** job under this **Agreement**.

Employee recognizes that **Employer** shall have the right to compromise any claim or suit, unless said compromise or settlement is of a personal nature to **Employee**. Further, **Employer** agrees to pay all reasonable litigation expenses of **Employee** throughout the pendency of any litigation to which the **Employee** is a party or witness, where the action relates to matters in connection with and within the scope of his job under this **Agreement**. Such expense payments shall continue beyond **Employee's** service to the **Employer** as long as litigation is pending. If a judgment is issued against **Employee** in his personal capacity for actions outside the scope of his employment under this **Agreement** or for actions which are malicious or in bad faith, **Employee** shall reimburse the **Employer** for all legal fees and costs associated with the defense and shall be responsible for said judgment. Notwithstanding any obligations set forth above, the **Employer** shall have no obligation to **Employee** relating to matters not in connection with or within the scope of his job responsibilities under this **Agreement** and this provision shall not extend to any activities outside the scope of **Employee's** job responsibilities.

All indemnity and hold harmless provisions above shall also apply to protect the City of Deerfield Beach, its employees, agents and officers to the same extent as they protect the **Employer**.

Section 16 – Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the **Employee** under any law or ordinance.

Section 17 - Other Terms and Conditions of Employment

Employer, only upon agreement with **Employee**, shall fix any such other terms and conditions of employment as it may determine relating to the performance of the **Employee**, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this **Agreement**.

Section 18 - Notices

Notice pursuant to this **Agreement** shall be given by Registered United States Mail addressed as follows:

For the **Employer**: Jean M. Robb
 Chair
 City of Deerfield Beach
 150 NE Second Avenue
 Deerfield Beach, Florida 33441

For the **Employee**: Kris Mory
 CRA Director
 150 NE Second Avenues
 Deerfield Beach, FL 33064

Alternatively, notice required pursuant to this **Agreement** may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice by Registered United States Mail.

Section 19 - General Provisions

This **Agreement** sets forth and establishes the entire understanding between the **Employer** and the **Employee** relating to the employment of the **Employee** by the **Employer**. Any prior discussions or representations by or between the parties hereto are merged into and rendered null and void by this **Agreement**. The parties hereto by mutual written agreement may amend any provision of this **Agreement** during the life of the Agreement. Such amendments shall be incorporated and made a part of this **Agreement**.

The invalidity or partial invalidity of any portion of this **Agreement** will not affect the validity of any other provision. In the event that any provision of this **Agreement** is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by the parties hereto subsequent to the force and effect as if they have been executed by the parties hereto subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year first written above.

**CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY,
(Employer)**

By: _____
Jean M. Robb, Chair

Dated: _____

KRIS MORY (Employee)

By: _____
Kris Mory

Dated: _____

ATTESTATION:

Ada Graham-Johnson, MMC - City Clerk

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 _____, 2013, by **Jean M. Robb**, Chair, Deerfield Beach CRA.

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 _____, 2013, by **Kris Mory** (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

RESOLUTION NO 2013/

**A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY APPROVING AN EMPLOYMENT CONTRACT
WITH THE CRA DIRECTOR**

WHEREAS, on October 8, 2013 the CRA Board of Directors voted to name Kris Mory CRA Director; and

WHEREAS, the CRA Board of Directors does hereby find that the attached Employment Contract with Kris Mory as CRA Director is fair and provides reasonable compensation for Kris Mory as CRA Director; and

WHEREAS, the CRA Board of Directors does hereby find that it is in the best interest of the Deerfield Beach CRA to approve the attached Employment Contract;

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

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

Section 2. The attached Employment Contract between the Deerfield Beach Community Redevelopment Agency and Kris Mory is found to be reasonable and appropriate and is hereby approved by the Board of Directors of the Deerfield Beach Community Redevelopment Agency. The Chair authorized to execute the same.

PASSED AND ADOPTED THIS 12th DAY OF NOVEMBER, 2013.

JEAN M. ROBB, CHAIR

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

REQUESTED ACTION:

Direct CRA Director to complete the Sullivan Park Master Plan approval process and provide direction on desired implementation option.

SUMMARY EXPLANATION/BACKGROUND:

At the September 9, 2013 CRA Board meeting, the Board approved Sullivan Park Master Plan Option 1. Redevelopment highlights of this option include a public marina, waterfront pedestrian Boardwalk, interactive water feature and playground, additional parking and a 2 story staircase connection to Hillsboro Boulevard. Public comments were almost completely in support of Option 1. Staff was asked to add bike racks, add a floating dock, look at options for reducing the amount of parking, increase green space, include safety measures like proper lighting and possibly omit the playground equipment. These and many other aspects of the park will be addressed through additional public comment and CRA Board direction as the project progresses through more detailed stages of design. The Board directed staff to move into the next phase of the project scope of services which was the creation of a comprehensive cost estimate for park improvements and recommendations for project implementation.

The CRA/City staff team worked with the project consultant to create a project cost estimate. The consultant was directed to include all aspects of Master Plan Option 1 to create a "worst case" cost scenario of the project's likely maximum cost. Staff provided detailed project component specifications, means and methods input and design guidance to the consultant to create the estimate. The line item and unit cost estimates have been compared to current construction projects that the City and CRA have under construction to verify the accuracy of the costs. The cost estimate indicates that if bid today, the construction contract for the full menu of master plan improvements would be expected to cost \$4,776,633. It is important to note that since the cost estimate is based on a master plan concept (as opposed to fully detailed architecture and engineering) that a design development contingency of 10% is included in this figure to allow for unknown conditions that may arise as the project progresses through the full design process. There is a 9% allowance for contractor overhead and 10% is included for architecture and engineering services. Finally, the cost estimate includes a 10% line item for a construction contingency. Permit fees are unknown at this time. The total project cost, inclusive of physical improvements and associated services, and based on the level of detail available from the master plan is \$5,731,960.

The CRA earmarked \$4 million in bond funds for this project. It also secured a FIND grant for the portions of the project attributable to providing public access to the Intracoastal Waterway. Other potential funding sources include unencumbered FY14 Infrastructure and Capital Improvements funds as well as FY15 Tax Increment Revenue that could be budgeted for this project.

An implementation strategy can make all components of the project feasible. Because the cost estimate is presented in a line item format, the Board is able to weigh the cost and desirability of various park development features.

Implementation Strategy Number 1: Full Master Plan Implementation

Constructing the project from east to west could result in cost savings due to logistics. If the project commenced by first installing the floating dock, marina facilities, and pedestrian boardwalk along the water's edge, the CRA could immediately begin receiving reimbursements (50% of eligible project costs) from the Florida Inland Navigation District (FIND) as money is spent on improvements.

The attached spread sheet shows items in black that are likely to be determined to be eligible for reimbursement and items in red that are not. Completing these items in Project Phase 1 would result in an approximately \$1.3 million reimbursement from FIND. This strategy would drop the overall project cost after Phase 1 to \$3,056,011. This logistical arrangement would also allow the contractor to use the existing parking lot for staging, the current electrical supply and the bathroom facilities for workers – conditions that would reduce the overall construction price.

Phase 2 would include demolition of the existing bathroom facility and completion of the parking lot and roadway. After Phase 2, the total project cost \$4,047,647. This figure is consistent with the amount of available bond funds for the project.

Phase 3 would include installation of the playground equipment and Wi-Fi system. These two items were the only aspects of the park that did not have full public support or enthusiasm. The CRA Board could decide whether to implement the final stage at a later date. After Phase 3 the implementation of the full master plan would be complete and the total project cost would be approximately \$4,425,636.

It is important to note that the City/CRA staff team will be able to identify additional value engineering opportunities during the full design process. Other elements of the master plan may be required to be downsized due to permitting restrictions. Prime examples of these project components include finger piers, which may only be allowed to be marginal; the floating docks might be downsized to a shorter frontage length; and FDOT may not allow parking spaces or the staircase structure in the right of way area. Any one of these scenarios would greatly reduce the overall budget. Also, the public and the CRA Board will have additional opportunities to comment on desired aspects of the project at the 50% design stage before the project plans are finalized.

Implementation Strategy Number 2 – Water Access Implementation

This implementation strategy focuses resources on those features contained in Master Plan Option 1 that provide public access to the Intracoastal Waterway. Construction of these features

can be done at great cost savings, as nearly all of the items in this project budget are reimbursable through the FIND grant.

Strategy 2 continues to provide a pedestrian walkway along the water's edge, offers floating docks and boat slips in a marina facility, and provides a picnic pavilion for park patrons to enjoy. It removes the 2 story staircase from the park to Hillsboro Boulevard, the children's covered playground, and the interactive water feature. Because there would be fewer park users arriving by car, the budget for parking is decreased commensurate with demand. Other line items such as demolition, landscaping and irrigation, lighting and walkways would also decrease.

The total cost of strategy 2 implementation is \$3,025,113. Items eligible for FIND reimbursements total \$1,140,704. Therefore the final cost to the CRA would be approximately \$1,884,409.

Although staff offers two implementation strategies, many other variations exist. Because the cost estimate is presented in line item format, the Board can use it as a decision making tool. The Board is being asked for direction on how to proceed.

If the Board opts to continue to pursue Implementation Strategy Number 1, staff requests Board direction to complete the public approval process of the Sullivan Park Master Plan, which includes Community Appearance Board, Planning and Zoning Board and City Commission approvals. Concurrent with this approval process, staff requests direction from the Board to negotiate with Bermello Ajamil and Partners on a scope of services and price for architectural and engineering services for the full Sullivan Park project. This contract would be presented for Board action at the January 2014 CRA meeting.

If the Board opts to pursue a scaled back implementation strategy, the CRA Director will authorize a change order to the existing contract with Bermello Ajamil and Partners to revise the Sullivan Park master plan. The revised master plan would be brought back to the CRA Board at its next meeting for approval.

There is no budget impact of this item at this time.

ATTACHMENTS:

Project Cost Estimate – Sullivan Park
Implementation Spread Sheets
Approved Sullivan Park Master Plan “Option 1”

City of Deerfield Beach, Florida

Project Cost Estimate

Sullivan Park



Estimate Date: October 30, 2013



Prepared By:



Project Cost Estimate

Sullivan Park - Deerfield Beach

Basis of Estimate

Project Description

RIB U.S. Cost, Inc. was tasked by Bermello Ajamil & Partners, Inc. and the City of Deerfield Beach to provide this Order of Magnitude Cost Estimate for the Masterplan Improvements planned for the Sullivan Park located at the City of Deerfield Beach, Florida.

This Order of Magnitude Cost Estimate is based on the scope described in the rendering labeled **Concept 1**, single page - attached to this report for reference, and additional information provided by Bermello Ajamil including site survey and meeting notes and comments.

The Sullivan Park Base Concept, Concept 1 scope of work includes the complete development of the existing park facilities, which entails site demolition of the existing parking lot and roads, traffic railing, removal of trees, light poles and jersey barriers, site clearing & grading and demolition of an existing bathroom.

The Masterplan improvements planned for the Sullivan Park consist of new landscape package including sod, shrubs, canopy trees, palms and new irrigation system. Roadways and pavements package includes new parking area with asphalt pavement, pavement markings, concrete pavers at the main crosswalk and bollards. Site improvements includes two playground areas, picnic shelter, restroom, stair tower, trash receptacles, benches, signage, water fountain feature, two monuments- one at the Eastern most point and one at the Hillsboro Blvd/ Chamber of Commerce, trellis at walkways, picket fence, new floating and pier docks and allowance for Wi-Fi.

Site lighting includes sidewalk and parking lighting. Site utilities includes domestic water distribution for restroom, interactive water feature, picnic shelter and storm drain collection system, sanitary sewer system and power feeds.

Estimate report includes the cost for the Add Alternate to use Grass Pave for the south parking area in lieu of asphalt pavement at the Department of Transportation, right of way area. This includes approximately 12,281 sq. ft. of parking.

A second Add Alternate is included as an allowance to improve the existing Sea Wall. This includes approximately 411 linear feet of the existing sea wall.

This detailed cost report section of this estimate includes the direct cost of construction (trade cost) including sub contractor markups for jobsite general requirements, overhead and profit.

The Estimate Summary includes additional project costs such as '*To Be Determined Elements and Components*' allowance, general contractor's fee and construction contingency.

The estimate anticipates that this project will be bid out to a single Prime Contractor (General Contractor). It is assumed that the role of the Prime Contractor will include coordinating with the Owner and A/E and directly managing trade contractors. The General Contractor will also provide QA / QC, testing, inspections, safety, scheduling, commissioning, warranty and project documentation activities as specified in the bid documents.

Project Cost Estimate

Sullivan Park - Deerfield Beach

Basis of Estimate

Estimate Methodology

RIB U.S. Cost quantified the areas for all improvements from the reference documents using digital plotting software.

The unit costs herein include Labor, Material and Equipment costs obtained from nationally recognized cost references, historical data, and material quotations obtained for this submittal. All costs reflect the current city Index for Deerfield Beach, Florida.

Unit Costs include Trade Contractor markups for overhead, profit, insurances.

Estimate Assumptions

Estimate is in 2013 dollars, escalation beyond 2013 is not included

Existing Domestic Water, Fire Protection Water, Electrical Feeds and other utilities are within 100' of the location of proposed facilities.

Uninterrupted continuous work schedule, work will be done during normal business hours with one shift per day

Storage and Staging will be available to contractors in the proximity of the work area

Estimate Exclusions

existing tree relocations

Sea Wall Improvements (excluded from base bid)

topsoil &/or fill material

Medjool Palms

Interior Ceramic Tile at Restrooms

Exterior Enclosure at Stair Tower Structure

Relo of Existing Force Main

Fence & Gates at Grass Pave Area

Hazardous Waste removal and/or disposal including contaminated soil

Wastewater treatment upgrades

Emergency Power Generators

Power Transformers, switchgear or other primary power requirements

Underground drains at parking lots

Project Cost Estimate

Sullivan Park - Deerfield Beach

Basis of Estimate

Berm Stabilization or Sod Pinning

Improvements at Intersection of Hillsboro Blvd and Riverview Rd

CCTV Cameras

Security Gates

Lift Stations

Overtime or Shift Work

Escalation - Estimate represents cost in 2013 dollars

Soft Costs including Construction Administration and Owner PM Costs

Allowances are included for the following

Water Feature

Minimal Trellis covering at Walkway

Signage at Park - Directional and historical purposes

Monument at Eastern most point (Art Feature)

Monument at Hillsboro Blvd/ Chamber of Commerce

Wi-Fi at Park

Site Utilities except relocation of existing underground force main

Estimate Qualifications

This estimate assumes that all work will be procured through competitive bid with at least 7 General Contractor bidders. Estimate is an opinion of probable costs based on fair market value and is not a prediction of the anticipated low bid.

RIB U.S. Cost has no control over the cost of labor and materials, the Prime Contractor's or any Subcontractor's method of determining price or competitive bidding and market conditions. This opinion of probable costs of construction is made on the basis of the experience, qualifications, and best judgment of the Cost Estimating team.

RIB U.S. Cost cannot, and does not, guarantee that proposals bid or actual construction costs will not vary from this or subsequent estimates.

RIB U.S. Cost has prepared this estimate in accordance with generally accepted cost estimating and practices and standards.

Project Cost Estimate

Sullivan Park - Deerfield Beach

Basis of Estimate

To Be Determined Elements and Components

Design documents developed during master planning are conceptual and do not include many elements and components that are necessary to adequately meet the design intent. As a result, this budget estimate includes a 'To Be Determined Elements and Components' contingency of **10%**. This should be considered a Project Cost that is to be re-evaluated with each subsequent design submittal.

Escalation

Escalation is not included in this estimate, Estimate represents 2013 dollars. Delayed procurement will affect the Construction Cost.

Construction Contingency

Estimate Summary include **10%** for Construction Contingency to cover change orders during construction.

AE Design Fees

AE Design Fees are included as **10%** of the Total Direct Cost + Procurement Costs.

Soft Costs

Owner related, Project Soft Costs including Surveying and Testing, Permitting Costs, Project Administration, etc are not included in this Estimate Report.



Project Cost Estimate

Sullivan Park - City of Deerfield Beach

Estimate Summary

		Base Concept	Add Alternate - Grasspave ILO Asphalt Pavement	Add Alternate - Sea Wall Improvements
Direct Cost of Work				
Demolition		\$ 183,990		
Landscaping & Irrigation		\$ 366,048		
Roadways & Pavements		\$ 784,311	\$ 39,345	
Site Improvements		\$ 1,817,257		\$ 411,000
Site Lighting		\$ 486,232		
Site Utilities		\$ 359,213		
Total Direct Cost of Work (2013 Dollars)		\$ 3,997,049	\$ 39,345	\$ 411,000
Procurement Costs				
To Be Determined Elements or Components	10%	\$ 399,705	\$ 3,935	\$ 41,100
General Contractor Fee's (Home Office Overhead, Profit, Bond & Insurance)	12%	\$ 527,610	\$ 5,194	\$ 54,252
Competitive Market Discount - assumes 7+ bidders	-3%	\$ (147,731)	\$ (1,454)	\$ (15,191)
Escalation (Not Included)		Not Included	Not Included	Not Included
Total Direct Cost + Procurement Costs (2013 dollars)		\$ 4,776,633	\$ 47,019	\$ 491,161
Construction Contingency				
Construction Contingency	10%	\$ 477,663	\$ 4,702	\$ 49,116
Soft Costs				
A/E Design	10%	\$ 477,663	\$ 4,702	\$ 49,116
Permitting, Owner's Project Management, Owners Contingency (Not Included)		Not Included	Not Included	Not Included
TOTAL ESTIMATED PROJECT COST (2013 dollars)		5,731,960	56,423	589,394

Sullivan Park Project

Order of Magnitude Estimate based on Planning Concept

Prepared by RIBU.S. Cost for Bermello Ajamil & Partners, Inc

<u>WBS LEVEL DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
Sullivan Park Project	136,000	SF	\$29.39	\$3,997,049
--- Base Concept - Concept 1	1	LS	-----	\$3,997,049
--- Demolition	1	LS	-----	\$183,990
--- Site Demolition	1	LS	-----	\$176,691
--- Building Demolition	1	LS	-----	\$7,299
--- Landscaping & Irrigation	136,000	SF	\$2.69	\$366,048
--- Landscaping	3	ACRE	\$98,615.86	\$295,848
--- Irrigation	78,000	SF	\$0.90	\$70,200
--- Roadways & Pavements	74,257	SF	\$10.56	\$784,311
--- Roadways and Parking	52,380	SF	\$9.73	\$509,476
--- Pedestrian Paths	21,124	SF	\$13.01	\$274,835
--- Site Improvements	136,000	SF	\$13.36	\$1,817,257
--- Play Areas	3,230	GSF	\$65.31	\$210,941
--- Picnic Shelter	2,500	SF	\$54.56	\$136,400
--- Restroom	1,200	SF	\$175.09	\$210,113
--- Stair Tower 25'	945	SF	\$169.07	\$159,768
--- Bike Racks	3	EA	\$3,000.00	\$9,000
--- Trash Receptacles	20	EA	\$1,794.00	\$35,880
--- Benches	20	EA	\$2,542.65	\$50,853
--- Signage	1	ALLOW	-----	\$75,000
--- Allowance for Water Feature - Allow	1	ALLOW	-----	\$500,000
--- Monuments	1	ALLOW	-----	\$60,000
--- Trellis at Walkways	1,900	SF	\$90.00	\$171,000
--- Picket Fence	280	LF	\$105.71	\$29,600
--- Docks	1,575	SF	\$94.41	\$148,702
--- WIFI	1	ALLOW	-----	\$20,000
--- Site lighting	136,000	SF	\$3.58	\$486,232
--- Sidewalk Lighting	29	EA	\$7,130.00	\$206,770
--- Parking Lighting	29	EA	\$9,636.60	\$279,462
--- Site Utilities	136,000	SF	\$2.64	\$359,213
--- Domestic Water Distribution	1	ALLOW	-----	\$50,000
--- Storm Drainage	1	ALLOW	-----	\$250,000
--- Sanitary Sewer System	1	ALLOW	-----	\$25,000
--- Power Feeds for Site Improvements	1	LS	-----	\$34,213

Total Estimated Direct Cost
\$3,997,049

Base Concept - Concept 1

		<u>QTY</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL</u>
Demolition					
<i>Site Demolition</i>					
1	Traffic Railing (Wood and Metal)	1,050.00	LF	3.45	\$3,623
2	Surface Pavement - Asphalt	28,500.00	SF	2.30	\$65,550
3	Surface Pavement - Concrete (Under Overpass)	2,250.00	SF	4.60	\$10,350
4	Tree removal	35.00	EA	862.50	\$30,188
5	Shuffleboard Courts - Concrete (Includes Curb)	5,650.00	SF	2.30	\$12,995
6	Allowance to remove existing light poles and overhead utilities at site	1.00	ALLOW	10,000.00	\$10,000
7	Site Clearing & Rough Grading	136,000.00	SF	0.29	\$38,986
8	Remove Jersey Barriers at Roadway underpass	1.00	ALLOW	5,000.00	\$5,000
TOTAL Site Demolition		1	LS		\$176,691

Demolition

<i>Building Demolition</i>					
9	Bathrom demolition, includes Overhang Roof	11,140.00	CF	0.40	\$4,432
10	Concrete slab and Foundation	1,000.00	SF	2.87	\$2,866
TOTAL Building Demolition		1	LS		\$7,299

Landscaping & Irrigation

<i>Landscaping</i>					
11	Sod Replacement	78,000.00	SF	0.67	\$52,603
12	Shrubs in 3-gallon Container	2,500.00	EA	16.43	\$41,077
13	Deciduous trees (18' - 4" min Caliper)	103.00	EA	712.88	\$73,426
14	10' Ornamental Trees	45.00	EA	360.30	\$16,214
15	20' Regular Palm (Coconut, MayPan)	70.00	EA	991.67	\$69,417
16	25' Large Palm	10.00	EA	3,841.67	\$38,417
17	Protect existing large trees	5.00	EA	939.02	\$4,695
TOTAL Landscaping		3	ACRE	\$98,615.86	\$295,848

Landscaping & Irrigation

<i>Irrigation</i>					
18	Irrigation System	78,000.00	SF	0.90	\$70,200
TOTAL Irrigation		78,000	SF	\$0.90	\$70,200

Roadways & Pavements

<i>Roadways and Parking</i>					
19	Asphalt Pavement at main road and parking area	52,380.00	SF	6.90	\$361,422
20	D Curb & Gutter (DOT standard)	2,850.00	LF	13.80	\$39,330
21	Parking Pavement markings	1,360.00	LF	2.91	\$3,964
22	Fine Grading at main road and parking area	52,380.00	SF	2.00	\$104,760
TOTAL Roadways and Parking		52,380	SF	\$9.73	\$509,476

Total Estimated Direct Cost
\$3,997,049

Base Concept - Concept 1

	<u>QTY</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL</u>		
Roadways & Pavements						
<i>Pedestrian Paths</i>						
23	4ø	thick concrete sidewalks with broom finish and picture frame edges	16,524.00	SF	8.00	\$132,192
24	IPE Deck Material, assume 2 x 6 boards, along waterfront and under the bridge	4,600.00	SF	18.25	\$83,950	
25	Bollards at Crosswalk, 8" to 10"	13.00	EA	1,265.00	\$16,445	
26	Fine Grading at Pedestrian Path areas	21,124.00	SF	2.00	\$42,248	
TOTAL Pedestrian Paths		21,124	SF	\$13.01	\$274,835	
Site Improvements						
<i>Play Areas</i>						
27	Playground Shelters, structure and roof covering (2 Each)	1.00	ALLOW	70,000.00	\$70,000	
28	Playground equipment	2.00	EA	40,000.00	\$80,000	
29	Playground Rubberized surface	3,230.00	SF	18.87	\$60,941	
TOTAL Play Areas		3,230	GSF	\$65.31	\$210,941	
Site Improvements						
<i>Picnic Shelter</i>						
30	Open Picnic Shelter, structure and roof covering	1,250.00	SF	90.00	\$112,500	
31	Concrete Pad and foundation for Shelter areas	1,250.00	SF	7.12	\$8,900	
32	Grills & Tables	1.00	ALLOW	15,000.00	\$15,000	
TOTAL Picnic Shelter		2,500	SF	\$54.56	\$136,400	
Site Improvements						
<i>Restroom</i>						
33	Steel Standing Seam Roof panels on Preengineered Roof trusses	1,200.00	SF	15.53	\$18,634	
34	Exterior CMU reinforced wall	1,400.00	SF	20.00	\$28,000	
35	Concrete Slab and Spread Foundation	1,200.00	SF	13.23	\$15,880	
36	Ventilation only - HVAC not included	1,200.00	SF	8.00	\$9,600	
37	Plumbing Fixtures, toilets, lavs, drinking fountains	1,200.00	SF	75.00	\$90,000	
38	Electrical Power & Lighting	1,200.00	SF	25.00	\$30,000	
39	Finishes, Toilet Partitions	1,200.00	SF	15.00	\$18,000	
TOTAL Restroom		1,200	SF	\$175.09	\$210,113	
Site Improvements						
<i>Stair Tower 25'</i>						
40	Stair tower building structure, covered, 3-level, 25'H	945.00	SF	80.00	\$75,600	
41	Concrete Slab and Spread Foundation	315.00	SF	13.23	\$4,168	
42	Stair Construction, 25' H assume steel	25.00	VLf	3,000.00	\$75,000	
43	Bridge from stair tower to roadway	100.00	SF	50.00	\$5,000	
TOTAL Stair Tower 25'		945	SF	\$169.07	\$159,768	

Total Estimated Direct Cost
\$3,997,049

Base Concept - Concept 1

	<u>QTY</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL</u>
Site Improvements				
<i>Bike Racks</i>				
44 Bicycle Racks	3.00	EA	3,000.00	\$9,000
<i>TOTAL Bike Racks</i>	3	EA	\$3,000.00	\$9,000
Site Improvements				
<i>Trash Receptacles</i>				
45 Double Waste Receptacles (Recycle Bins). Silver wrought iron	20.00	EA	1,794.00	\$35,880
<i>TOTAL Trash Receptacles</i>	20	EA	\$1,794.00	\$35,880
Site Improvements				
<i>Benches</i>				
46 Silver Wrought Iron Park Bench	20.00	EA	2,542.65	\$50,853
<i>TOTAL Benches</i>	20	EA	\$2,542.65	\$50,853
Site Improvements				
<i>Signage</i>				
47 Allowance for Signage at Park - Directional and historical purposes	1.00	ALLOW	75,000.00	\$75,000
<i>TOTAL Signage</i>	1	ALLOW		\$75,000
Site Improvements				
<i>Allowance for Water Feature - Allow</i>				
48 Allowance for Water Feature	1.00	ALLOW	500,000.00	\$500,000
<i>TOTAL Allowance for Water Feature - Allow</i>	1	ALLOW		\$500,000
Site Improvements				
<i>Monuments</i>				
49 Allowance for Monument at Eastern most point (Art Feature)	1.00	ALLOW	50,000.00	\$50,000
50 Allowance for Monument at Hillsboro Blvd/ Chamber of Commerce	1.00	ALLOW	10,000.00	\$10,000
<i>TOTAL Monuments</i>	1	ALLOW		\$60,000
Site Improvements				
<i>Trellis at Walkways</i>				
51 Trellis, Aluminum Overhead at Walkways	1,900.00	SF	90.00	\$171,000
<i>TOTAL Trellis at Walkways</i>	1,900	SF	\$90.00	\$171,000
Site Improvements				
<i>Picket Fence</i>				
52 Picket aluminum Fence (Per Quote)	280.00	LF	85.00	\$23,800

Total Estimated Direct Cost
\$3,997,049

Base Concept - Concept 1

	<u>QTY</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL</u>
Site Improvements				
<i>Picket Fence</i>				
53 Columns at Fence (Per Quote) - sey 40' OC	8.00	EA	600.00	\$4,800
54 Permits	1.00	LS	1,000.00	\$1,000
TOTAL Picket Fence	280	LF	\$105.71	\$29,600

Site Improvements

<i>Docks</i>				
55 Floating Dock Construction	1,050.00	SF	48.02	\$50,426
56 Finger Piers, 12' to 15' L x 5' wide, 7 ea	525.00	SF	168.14	\$88,276
57 Handicap Ramp at Floating Docs	1.00	EA	10,000.00	\$10,000
TOTAL Docks	1,575	SF	\$94.41	\$148,702

Site Improvements

<i>WIFI</i>				
58 Allowance for Wifi at Park	1.00	ALLOW	20,000.00	\$20,000
TOTAL WIFI	1	ALLOW		\$20,000

Site lighting

<i>Sidewalk Lighting</i>				
59 14' Light Poles, includes feeder from source	29.00	EA	7,130.00	\$206,770
TOTAL Sidewalk Lighting	29	EA	\$7,130.00	\$206,770

Site lighting

<i>Parking Lighting</i>				
60 25' Light One-head Pole, includes feeder from source	25.00	EA	9,142.50	\$228,563
61 25' Light Two-head Pole, includes feeder from source	4.00	EA	12,724.75	\$50,899
TOTAL Parking Lighting	29	EA	\$9,636.60	\$279,462

Site Utilities

<i>Domestic Water Distribution</i>				
62 Allowance for Water Distribution to Restroom Facility	1.00	ALLOW	25,000.00	\$25,000
63 Allowance for Water Distribution to Interactive Water Feature	1.00	ALLOW	25,000.00	\$25,000
TOTAL Domestic Water Distribution	1	ALLOW		\$50,000

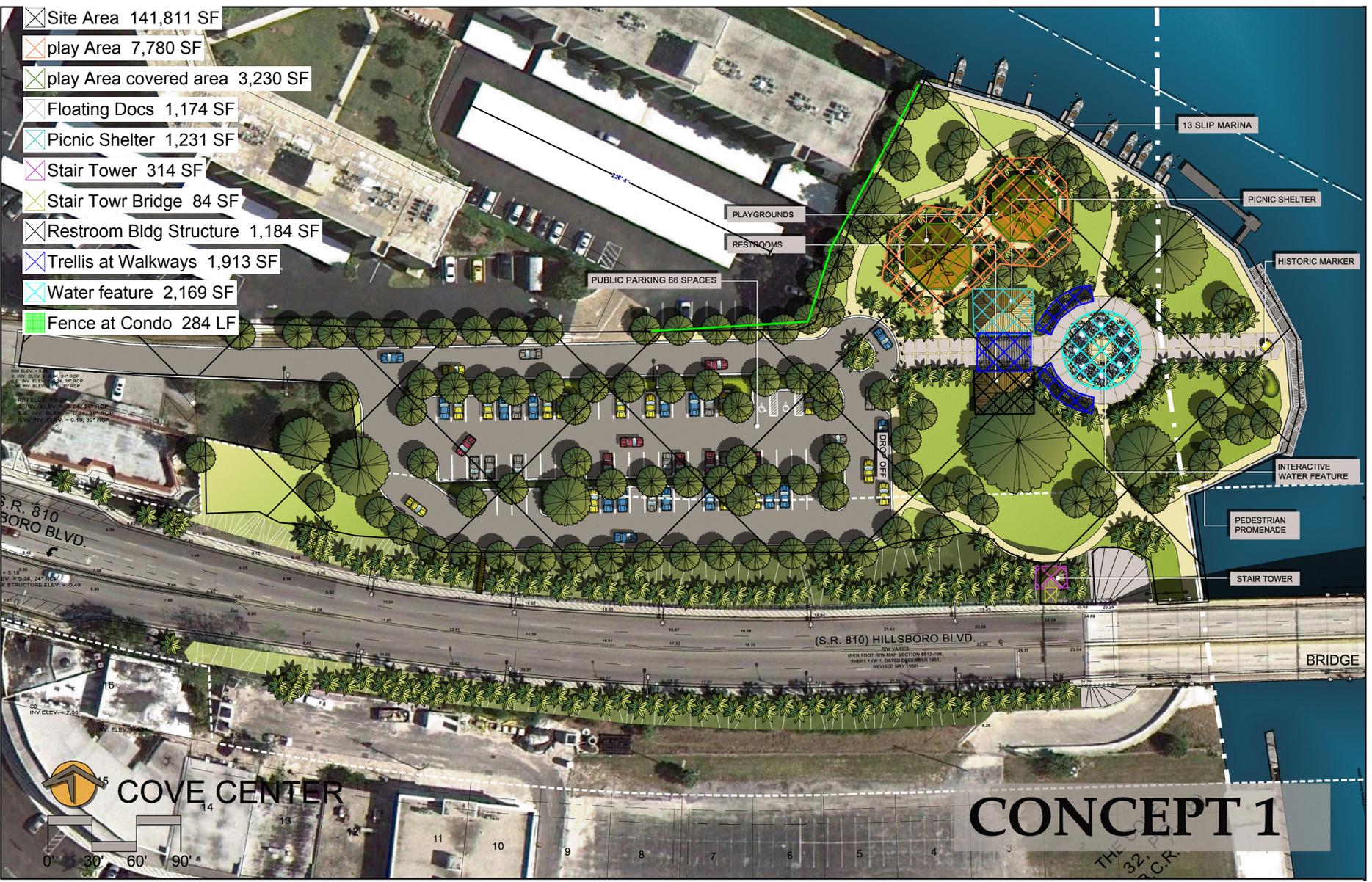
Site Utilities

<i>Storm Drainage</i>				
64 Allowance for U.G. Storm Drainage System using retention ponds	1.00	ALLOW	250,000.00	\$250,000
TOTAL Storm Drainage	1	ALLOW		\$250,000

Total Estimated Direct Cost
\$3,997,049

Base Concept - Concept 1

	<u>QTY</u>	<u>UOM</u>	<u>UNIT COST</u>	<u>TOTAL</u>
Site Utilities				
<i>Sanitary Sewer System</i>				
65 Allowance for Sanitary Sewer Connection to Restroom Building	1.00	ALLOW	25,000.00	\$25,000
TOTAL Sanitary Sewer System	1	ALLOW		\$25,000
Site Utilities				
<i>Power Feeds for Site Improvements</i>				
66 Power Feeds for Bathroom	250.00	LF	40.25	\$10,063
67 Power Feeds for Playground	150.00	LF	40.25	\$6,038
68 Power Feeds for Picnic Shelter	150.00	LF	40.25	\$6,038
69 Power Feeds for Stair Tower	150.00	LF	40.25	\$6,038
70 Power Feeds for Interactive Water Feature	150.00	LF	40.25	\$6,038
TOTAL Power Feeds for Site Improvements	1	LS		\$34,213



Option 1: Full Master Plan Implementation

	Phase 1	Phase 2	Phase 3	
Direct Costs				
demolition	100000	83990		
landscaping and irrigation	366048			
roadways and pavements	411828	411828		
site improvements				
Playground			210941	
picnic shelter	136400			
restrooms	210113			
stair tower	159768			
trash receptacles	35880			
benches/bike racks	59853			
signage	75000			
IWF	500000			
monuments	60000			
trellis	171000			
fence @ condos	29600			
docks	148702			
wi fi			20000	
sidewalk lighting	206770			
parking lighting	279462			
utilities	359213			
Total Park Costs	\$ 3,309,637	\$ 495,818	\$ 230,941	\$ 4,036,396
Procurement Costs				
contractor overhead and profit	\$ 496,446			
Soft Costs				
A&E&Construction Admin	\$ 496,446			
Permitting and PM	\$ 55,000			
Total	\$ 4,357,528	\$ 495,818	\$ 230,941	\$ 5,084,287
FIND Reimbursement				
Park Costs	\$ 1,053,295			
A&E	\$ 248,223			
Total FIND Reimbursement	\$ 1,301,517			
Total CRA Cost	\$ 3,056,011	\$ 991,636	\$ 377,989	\$ 4,425,636

Option 2: Implement Intracoastal Waterway Access Improvements

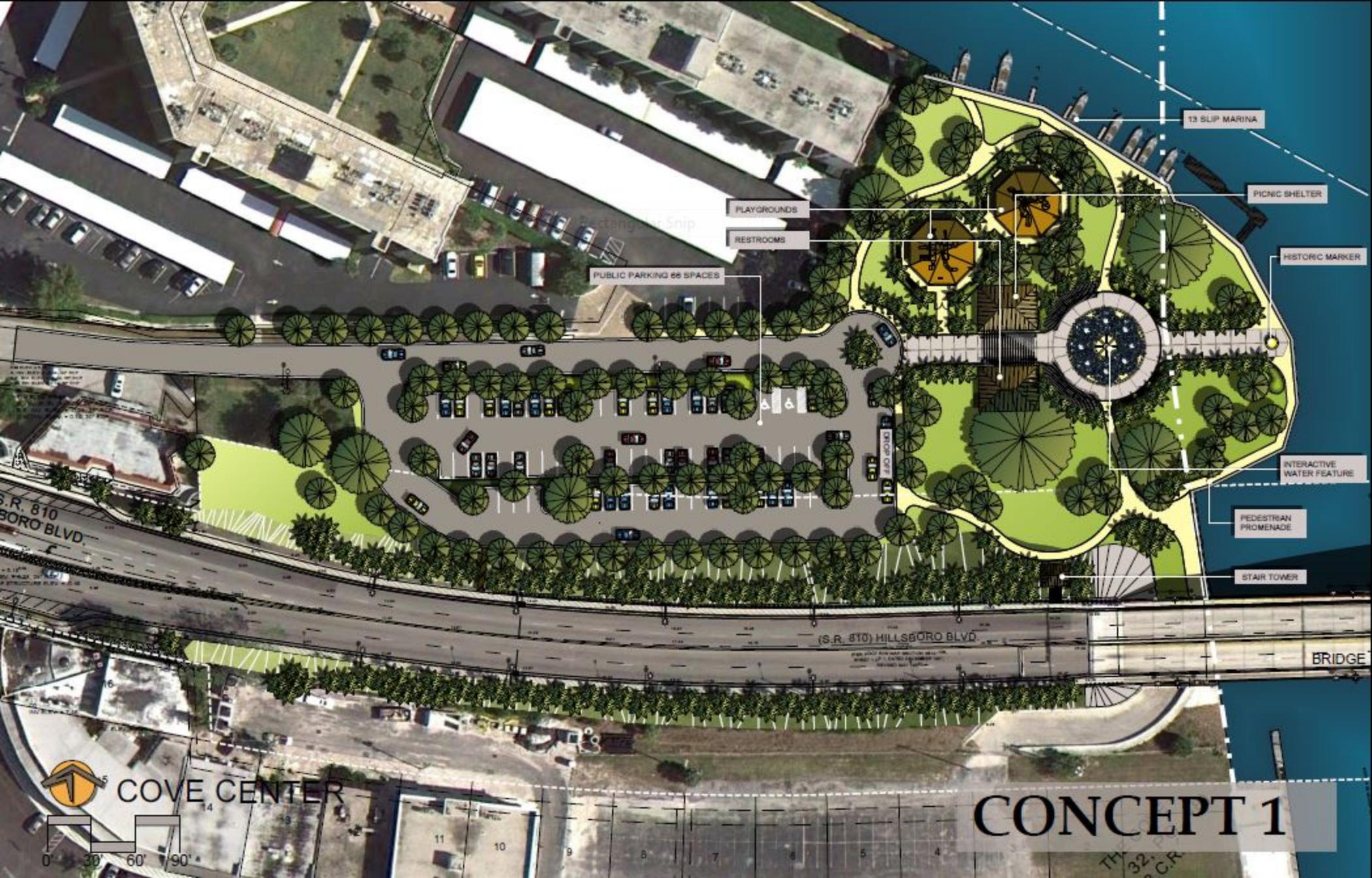
Direct Costs

demolition	\$ 800,000
landscaping and irrigation	\$ 180,000
roadways and pavements	\$ 300,000
site improvements	
picnic shelter	\$ 136,400
restrooms	\$ 50,000
trash receptacles	\$ 25,000
benches/bike racks	\$ 30,000
signage	\$ 75,000
monuments	\$ 60,000
fence @ condos	\$ 29,600
docks	\$ 148,702
sidewalk lighting	\$ 150,000
parking lighting	\$ 140,000
utilities	\$ 160,000
Total Park Costs	\$ 2,284,702
Procurement Costs	
contractor overhead and profit	\$ 342,705
Soft Costs	
A&E&Construction Admin	\$ 342,705
Permitting and PM	\$ 55,000
Total	\$ 3,025,113

FIND Reimbursement

Park Costs	\$ 969,351
A&E	\$ 171,353
Total FIND Reimbursement	\$ 1,140,704

Total CRA Cost \$ 1,884,409



13 SLIP MARINA

PICNIC SHELTER

HISTORIC MARKER

INTERACTIVE WATER FEATURE

PEDESTRIAN PROMENADE

STAIR TOWER

BRIDGE

PLAYGROUNDS

RESTROOMS

PUBLIC PARKING 66 SPACES

S.R. 810
HILLSBORO BLVD

(S.R. 810) HILLSBORO BLVD

 COVE CENTER

CONCEPT 1

0' 30' 60' 90'

11 10 9 8 7 6 5 4

TH 32' C.R.

REQUESTED ACTION:

Resolution to approve appropriating funds remaining in the CRA Trust Fund.

SUMMARY EXPLANATION/BACKGROUND:

Florida Statutes Chapter 163 Section III, requires Community Redevelopment Agencies (CRA) to appropriate Tax Increment Revenue (TIR) funds on projects that will be completed within 3 years or reduce indebtedness incurred in carrying out the implementation of the CRA Plan. A current best practice is CRA Board approval of documentation showing the amount of Tax Increment Revenue funds that are "carried over" from one fiscal year to the next. Annually the Board approves a budget via resolution that appropriates all unencumbered TIR funds to projects that will be completed within three years or toward the reduction of indebtedness.

Approving a carryover resolution is an administrative act that provides greater transparency into the agency's finances and its compliance with this statutory requirement.

The Finance Department has analyzed all CRA transactions for FY13. After all FY13 transactions were accounted for the unaudited balance of unencumbered funds in the CRA Trust fund was \$1,831,249. This amount will be finalized and reported in the FY13 CRA Annual Report in March 2014 after the audit is completed.

There is no fiscal impact of this resolution.

ATTACHMENTS

Florida Statute Section 163.387(7)
CRA FY14 Budget
Resolution

2011 Florida Statutes

163.387 – Redevelopment trust fund –

(7) On the last day of the fiscal year of the community redevelopment agency, any money which remains in the trust fund after the payment of expenses pursuant to subsection (6) for such year shall be:

- (a) Returned to each taxing authority which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the trust fund by all taxing authorities for that year;
- (b) Used to reduce the amount of any indebtedness to which increment revenues are pledged;
- (c) Deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or
- (d) Appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan which project will be completed within 3 years from the date of such appropriation.

Budget Line Item Summary
October 1, 2013 - September 30, 2014
Community Redevelopment Agency Fund 190
Non-Departmental 8000

ACCT	ACCOUNT DESCRIPTION	FY 2012 BUDGET	FY 2013 BUDGET	FY 2014 REQUEST
10 01	Regular Salary	\$ 353,928	\$ 189,695	\$ 306,428
10 03	Longevity	\$ 1,750	\$ 399	\$ 1,604
10 06	Automobile Allowance	\$ 8,000	\$ 8,000	\$ 8,000
10 12	Sick Leave Conversion Pay	\$ 2,000	\$ 3,000	\$ 6,518
11 01	FICA	\$ 27,989	\$ 16,024	\$ 24,696
12 04	ICMA Pension	\$ 29,395	\$ 16,291	\$ 22,000
32 30	Community Policing	\$ -	\$ -	\$ 50,000
32 16	Landscaping Services	\$ 5,000	\$ 5,000	\$ 5,000
32 99	Other Contractual Services	\$ 290,698	\$ 170,500	\$ 200,000
35 04	Office Supplies	\$ 800	\$ 500	\$ 500
35 09	Professional Publications	\$ 300	\$ 150	\$ 150
35 13	Minor Tools, Equip, Hardware	\$ 4,200	\$ -	\$ -
35 74	Special Events	\$ 171,000	\$ 190,000	\$ 150,000
39 01	Travel and Training	\$ 10,000	\$ 5,000	\$ 5,000
39 02	Printing	\$ 1,500	\$ 1,500	\$ 1,500
39 21	Advertising	\$ 10,000	\$ 2,500	\$ 2,500
39 27	General Admin Charge	\$ 166,803	\$ 114,317	\$ 162,260
39 35	Dues and Memberships	\$ 2,000	\$ 1,500	\$ 1,500
39 59	Commercial Façade Improvement Loan	\$ 500,000	\$ 100,000	\$ 100,000
60 41	Automotive Equipment	\$ 175,000	\$ -	\$ -
60 42	Office Machinery & Equipment	\$ 10,000	\$ -	\$ -
60 43	Other Machinery & Equipment	\$ 18,816	\$ -	\$ -
63 01	Cove Parking Lot	\$ 887,670	\$ -	\$ -
63 02	Hillsboro Streetscape	\$ 510,000	\$ -	\$ -
63 03	Pier	\$ 5,016,488	\$ 150,000	\$ -
63 04	Infrastructure and Capital Improvements	\$ 115,065	\$ 439,229	\$ 1,301,088
63 05	Cove Gardens Improvements	\$ 13,000	\$ -	\$ -
63 06	Beach Enhancements	\$ 235,000	\$ -	\$ -
63 07	Real Estate Acquisition	\$ 2,213,348	\$ -	\$ -
63 08	Main Beach Parking Area Improvements	\$ 100,000	\$ -	\$ -
63 10	Fire Hydrants	\$ 60,000	\$ -	\$ -
63 11	Lighting	\$ 10,000	\$ -	\$ -
63 12	Parking Improvements	\$ 25,000	\$ -	\$ -
90 01	Transfer to General Fund	\$ 689,072	\$ 685,400	\$ 1,099,031
90 03	Transfer to Insurance Services	\$ 20,640	\$ 20,501	\$ 87,425
Total Tax Increment Renue Trust Funds		\$ 11,684,462	\$ 2,119,506	\$ 3,535,200
Total FY2014 CRA Budget (Agency Overhead and Debt Service)				\$ 3,535,200

RESOLUTION NO. 2013/ _____

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING THE APPROPRIATION OF FUNDS REMAINING IN THE REDEVELOPMENT TRUST FUND TO CERTAIN PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Deerfield Beach created a redevelopment trust fund (“Trust Fund”) for the Deerfield Beach Community Redevelopment Agency (“CRA”) pursuant to Section 163.387, Florida Statutes; and

WHEREAS, for Fiscal Year 2012/2013 the CRA budgeted and appropriated funds deposited in the Trust Fund to pay certain administrative and operating expenses as well as project and program expenses of the CRA; and

WHEREAS, certain funds remain in the Trust Fund as of September 30, 2013 after the payment of all budgeted expenses.

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

Section 1. As of September 30, 2013, the unexpended amount of \$ remains in the Trust Fund.

Section 2. The Board of Directors desires to appropriate such funds to the specific redevelopment projects in the amounts shown on the attached Exhibit “A” and to encumber said funds for Fiscal Year 2013/2014.

Section 3. Such projects are included within the approved Community Redevelopment Plan of the CRA and will be completed within three (3) years from the date of such appropriation.

PASSED AND ADOPTED THIS 12th DAY OF NOVEMBER, 2013.

JEAN M. ROBB, CHAIR

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

REQUESTED ACTION:

Resolution to approve amendment to Interlocal Agreement regarding use of the Showmobile.

SUMMARY EXPLANATION/BACKGROUND:

In October 2012, the CRA Board of Directors approved an Interlocal Agreement regarding use of the showmobile mobile stage.

The agreement that the Board approved allowed for the City of Deerfield Beach to use the showmobile for City special events for an annual user fee of \$8,500. It also specified that the CRA would pay the City \$7,500 annually to manage the stage for CRA sponsored events in the District. It has come to staff's attention that when the resolution was written, it only specified the City's payment of \$8,500 and omitted language specifying the CRA's payment of \$7,500.

The CRA Board is being asked to approve a resolution to amend the Interlocal Agreement between the City of Deerfield Beach and the Deerfield Beach CRA as per the attached document. If approved, a companion request for approval will be made to the City Commission.

This is an administrative item with no budget impact.

ATTACHMENTS:

Interlocal Agreement regarding use of the showmobile
Resolution

**AMENDMENT
TO
AGREEMENT**

THIS AMENDMENT TO THE AGREEMENT entered into by and between the CITY OF DEERFIELD BEACH (CITY) and the CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) on October 19, 2012 is hereby amended to read as follows:

WHEREAS, the CITY and the CRA entered into an Interlocal Agreement for the operation of the Showmobile with the CITY in October of 2012; and

WHEREAS, this Amendment clarifies the responsibilities of the CITY and the CRA as it relates to payment; and

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

1. SECTION 2. of the Agreement is hereby amended to read as follows:

SECTION 2. ~~As compensation for the CITY's staff and expertise in operating the Showmobile, the CRA shall be permitted to operate the Showmobile at other CITY functions outside the CRA district for a fixed annual fee of \$8,500. The CRA acknowledges that the City desires to use the showmobile elsewhere throughout the City and agrees to this use in exchange for a fixed annual payment of \$8,500. The CRA proposes to pay the City \$7,500 annually to compensate the Parks and Recreation Department for the turnkey management of the showmobile for three (3) annual events (4th of July, Cove Holiday Celebration, and the Green Market Grand Opening or similar, as per the Board's direction).~~

2. All other terms and conditions not amended herein shall remain in full force and effect.

THE REMAINDER OF THIS PAGE SHALL REMAIN BLANK

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

Witnesses:

CITY OF DEERFIELD BEACH

Printed Name:

By: _____
JEAN M. ROBB, MAYOR

Printed Name:

Date: _____

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

CITY OF DEERFIELD BEACH CRA

Witnesses:

Print Name:

By: _____
JEAN M. ROBB, CHAIR

Print Name:

Date: _____

DEERFIELD/ CRA/Showmobile Amendment

RESOLUTION NO. 2013/

**A RESOLUTION OF THE OF THE DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY APPROVING
AN AMENDMENT TO THE INTERLOCAL AGREEMENT
WITH THE CITY OF DEERFIELD BEACH FOR THE
OPERATION AND MANAGEMENT OF A SHOWMOBILE**

WHEREAS, the CITY and the CRA entered into an Interlocal Agreement for the operation of the Showmobile with the CITY in October of 2012; and

WHEREAS, the CITY and the CRA wish to amend the Interlocal Agreement to clarify the responsibilities of the CITY and the CRA as it relates to payment; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF 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 approve the attached Amendment to the Interlocal Agreement with respect to the use operation and maintenance of the showmobile.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2013.

JEAN M. ROBB, CHAIR

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK
Deerfield/CRA/Showmobile Amendment CRA Resolution

REQUESTED ACTION:

None.

SUMMARY EXPLANATION/BACKGROUND:

At the October 8, 2013 CRA Board meeting, the Board requested that the CRA Attorney provide information regarding the process required to acquire properties located at 10 and 30 NE 20th Avenue. The CRA Attorney will make a presentation to the Board on this process and the economic impact of such acquisition.

There is no budget impact at this time.

ATTACHMENTS:

None

**Deerfield Beach
Community Redevelopment Agency
Monthly Expenditure Report**

11/12/2013

As per CRA Resolution 2011-011

Expenditures

Date	Project	Expenditure Description	Amount
		No expenditures to report	