



150 NE 2nd Avenue
Deerfield Beach, FL 33441
954-480-4200

Regular Meeting Community Redevelopment Agency

Tuesday, August 22, 2023

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: April 11, 2023

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

August 22, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link

<https://deerfield-beach.zoom.us/j/85126686701?pwd=YmdicUcyVTE3UzluRkgwZzUvZndKdz09>

Join Zoom Meeting via telephone by dialing

Call-in Number: (301) 715-8592

Meeting ID: 851 2668 6701#

Participant ID: #

Passcode: 844787#

For complete instructions on joining and/or participating during Public Comment, please click

the following link or attend in person in the City Commission Chambers.

Attachment: Zoom Instructions

GENERAL ITEMS

1. **CRA Resolution 2023/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a work authorization with Carnahan, Proctor and Cross, Inc. in the amount of \$50,000.00 for construction administration services for the S-Curve Streetscape Improvements Project; authorizing a budget transfer within the CRA Capital Improvements Fund in the amount of \$50,000.00 from the infrastructure and capital improvements account to the lighting account; providing for execution and an effective date. (Funds from Account #190-1500-539-63-11 - Lighting)**
Suggested Action: CRA Board to vote on Resolution
Attachment: Carnahan, Proctor and Cross, Inc.
2. **CRA Resolution 2023/ - A Resolution of the Deerfield Beach Community Redevelopment Agency (CRA), approving an amendment to the Employment Contract with Mark DiMascio, the CRA Capital Projects Manager, to increase his compensation; providing for execution and an effective date.**
Suggested Action: CRA Board to vote on Resolution
Attachment: Capital Projects Manager Contract Amendment
3. **CRA Resolution 2023/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving an amendment to the CRA Director's Employment Agreement to clarify the benefits provided to the CRA Director consistent with the benefits provided to managerial employees of the City of Deerfield Beach; providing for execution and an effective date. (Funds from Account #190-1500-552-23-00 - Insurance Services Allocation & Account #190-1500-552-10-03 - Longevity)**
Suggested Action: CRA Board to vote on Resolution
Attachment: CRA Director Contract Amendment
4. **Presentation regarding the proposed Fiscal Year 2024 Deerfield Beach Community Redevelopment Agency Budget.**
Suggested Action: Motion on decision of CRA Board
Attachment: FY24 Proposed CRA Budget

BOARD/ADMINISTRATION COMMENTS

5. **Monthly Change Order Report**
Suggested Action: Informational Only
Attachment: 2023 Change Order Report

PUBLIC INPUT**ADJOURNMENT****NEXT MEETING**

Tuesday, August 29, 2023

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes

Community Redevelopment Agency

Tuesday, April 11, 2023

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:00 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Todd Drosky
Mr. Bernie Parness
Mr. Ben Preston
Vice Chair Michael Hudak
Chair Bill Ganz

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - February 23, 2023

MOTION was made by Mr. Parness, seconded by Vice Chair Hudak, to approve the February 23, 2023 minutes as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak, and Chair Ganz

Nays: 0

APPROVAL OF AGENDA

April 11, 2023

MOTION was made by Mr. Parness, seconded by Vice Chair Hudak, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Parness, Mr. Preston, Vice Chair Hudak, and Chair Ganz

Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2023/002 - A Resolution of the Community Redevelopment Agency of the City of Deerfield Beach, Florida, designating Bernie Parness as Vice Chair of the Board of the Deerfield Beach Community Redevelopment Agency; providing for an effective date.**

The Resolution was read by title only.

Chair Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Board.

MOTION was made by Mr. Hudak, seconded by Mr. Preston, to approve Item 1 adopted CRA Resolution 2023/002. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

- 2. CRA Resolution 2023/003 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting an amendment to the CRA fiscal year 2023 budget to amend the regular salary line item description to reflect the title of City Clerk; providing for implementation and an effective date.**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, explained that the Assistant City Clerk was promoted to City Clerk; therefore, the title within the CRA budget must be updated for auditing purposes.

Chair Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Board.

MOTION was made by Vice Chair Parness, seconded by Mr. Preston, to approve Item 2 adopted CRA Resolution 2023/003. Roll Call:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

3. Presentation of the FY 2022 Annual Report.

Kris Mory, Director of Economic Development, provided the Board with the FY22 Annual Report. The report is submitted to the State annually, per Florida Statutes, as well other various funding contributors, City of Deerfield Beach, Broward County, and the North Broward Hospital District. She said the report is available for public inspection on the City's website.

Chair Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Board.

MOTION was made by Mr. Preston, seconded by Vice Chair Parness, accepting the FY22 Annual Report. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

GENERAL ITEMS - CONTINUED

4. Presentation regarding the Fiscal Year 2023 Mid-Year Accomplishments.

Kris Mory, Director of Economic Development, outlined the FY23 mid-year accomplishments via PowerPoint. The budget allocation consists of capital projects - 78%; 9% - debt service; contractual services - 1%; operating - 5%; and programs - 7%. Thereafter, she listed the capital improvement projects: island mobility and ADA compliance, which provided additional revenue through more parking spaces; S-Curve utility undergrounding and streetscape; main beach parking lot rail and seating; Ocean Way bollards; Sullivan Park maintenance; Sullivan Park Facility, whereby, staff continues to work with the Guy Harvey Foundation, who has a new executive director, Steve Roden. She explained that the Guy Harvey Foundation is realigning themselves more to curriculum and education and city staff will be co-hosting a fundraiser with them sometime in June. Ms. Mory also outlined various programs: community policing; commercial façade program; public art; pier fishing improvements; special events; and professional development and networking.

Continuing, Ms. Mory said the estimated FY23 carryover is \$7.1 million and the estimated FY24 new tax increment revenue is \$5.1 million for an estimated available tax increment revenue of \$12.3 million; however, the debt service is \$1 million, regularly funded programming and operating expenses is estimated at \$507,600, and other contractual services is estimated at \$168,600. Therefore, the projected tax increment funding available for capital projects is \$10.5 million. Thereafter, she outlined the FY24 priority projects and their costs: S-Curve utility undergrounding and lighting - \$2.1 million; Ocean Way bollards - \$622,000; and Sullivan Park facility - \$3.5 million. New proposed projects consist of real estate purchase to house CRA offices - \$2 million; main beach parking lot design, i.e. incorporating the fire station - \$300,000; and Hillsboro Bridge public art installation - \$800,000.

Mr. Hudak said his priority projects include moving the fire station to a different location and improving the main beach parking lot to allow for additional parking, i.e. parking garage; nevertheless, he understands there are restrictions, but something must be done to that area. Further, he spoke in support of the possibility of entering a partnership to add a parking garage to the Cove Shopping Center, but stated that public opinion has changed over the years, and a referendum may be necessary to amend the height restrictions to allow for a garage at the main beach parking lot.

Mr. Drosky agreed with reevaluating the restrictions on the main beach parking lot, as a two-story garage does not fit with the times. Further, he said the main beach parking lot, along with the Cove parking garage would be two signature projects that would cap out the CRA and put the City on the map for a long time. Mr. Drosky said the Cove could consist of parking on the top and retail at the bottom; however, logistics will be needed, whereas, businesses and residents will not be happy during the construction phase. He again reiterated his support for reevaluating the restrictions for the main beach parking lot but wants to await the results of the Public Safety Master Plan. Lastly, Mr. Drosky reiterated his priority projects, Cove parking garage and main beach parking lot.

Chair Ganz cautioned the Board on moving forward with amending the restrictions after the public voted, in a referendum, to protect the beach. He said these restrictions have made Deerfield's beach unique, and it has prevented over development. Thereafter, he provided a brief overview as to why the referendum came before the voters. Chair Ganz said these referendums are tough because there are a lot of misinformed voters, and many people try and manipulate the situation. Although he would have previously spoken against this, there must now be reconsideration due to the issues with parking and lack of land to purchase. Chair Ganz said years ago the CRA had an opportunity to purchase land for parking but decided to go another route. The CRA also previously discussed metering the Cove parking lot and establishing a sticker program with businesses for their employees and suggested reevaluating that option, as the City is losing revenue.

In response to Chair Ganz's question, Ms. Mory replied that the previous owner of the Cove hotel no longer provides maintenance, as they paid the City in full when the hotel was sold.

Chair Ganz said he is more openminded to reevaluating the parking at the Cove, whereas, parking is an issue and will continue to be in the future; however, he wants to ensure that staff understands why these beach restrictions were put into place. He also wants to see new safeguards established so updates can be done without compromising the integrity of the beach, and he wants all involved to understand the difficulty in pushing a referendum with very little power to promote it.

GENERAL ITEMS - CONTINUED

Vice Chair Parness commented on being approached by an owner who would like to bring their business to the City, with the possibility of garage parking above their restaurant.

Chair Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

Ms. Mory said when the budget is brought back before the Board, it will include a small amount for professional services for both parking lot scenarios and all remaining funds will be earmarked for parking, which can be decided upon the completion of the Public Safety Master Plan.

In response to Chair Ganz's question, Ms. Mory replied that CRA funds cannot be used to rebuild the fire station or build a new fire station.

Chair Ganz spoke in support of additional public art, i.e. Hillsboro Bridge.

ADMINISTRATION COMMENTS

None.

BOARD COMMENTS**MAYOR GANZ**

Thank You - Chair Ganz received feedback from the community and commended CRA and Economic Development staff for a job well done.

Community Policing - Chair Ganz urged the deputies to stay on the boardwalk to ensure the rules are being enforced.

There were no other board comments.

PUBLIC COMMENT

There were no comments made by the public.

ADJOURNMENT

MOTION was made by Mr. Hudak, seconded by Vice Chair Parness, to adjourn the meeting at 7:47 p.m. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk



Community Redevelopment Agency Meeting - August 22, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Tuesday, August 22, 2023, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the CRA Board will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The August 22, 2023, Community Redevelopment Agency meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the August 22, 2023 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the Community Redevelopment Agency Meeting:

This meeting will be broadcast live for members of the public via Zoom. Below are the available options for the public to attend/view the meeting:

1. In Person Attendance. Attend in person in the City Commission Chambers.

2. Zoom

a. Via Zoom Online - Access to the meeting will begin at 6:45 PM on August 22, 2023.

i. Use the following link below to access the meeting via Zoom:

<https://deerfield-beach.zoom.us/j/85126686701?pwd=YmdicUcyVTE3UzluRkgwZzUvZndKdz09>

ii. The video camera display feature is disabled for public use

b. Via Zoom Telephone - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 851 2668 6701#, Participant ID: #, Password: 844787#

For more information on using Zoom, please visit Zoom Support at the following link: <https://support.zoom.us/hc/en-us>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

- 1. In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
- 2. Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click "raise hand" on the bottom of the "participants" tab, and your audio will be unmuted when you are recognized.
- 3. Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to "raise your hand" and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk's Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-2069

Agenda Date: 8/22/2023

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2023/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a work authorization with Carnahan, Proctor and Cross, Inc. in the amount of \$50,000.00 for construction administration services for the S-Curve Streetscape Improvements Project; authorizing a budget transfer within the CRA Capital Improvements Fund in the amount of \$50,000.00 from the infrastructure and capital improvements account to the lighting account; providing for execution and an effective date. (Funds from Account #190-1500-539-63-11 - Lighting)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$50,000

Account Name: Lighting (transfer to)

Account Number: 190-1500-539-63-11

Secondary Account Name: Infrastructure and Capital Improvements (transfer from)

Secondary Account Number: 190-1500-559-63-04

Background/History

At the December 10, 2019 CRA Board Meeting, Carnahan, Proctor and Cross (CPC) presented the findings of the S-Curve Streetscape Improvements Feasibility Report to the Board for their consideration. At the March 10, 2020 CRA Board Meeting, the Board approved Resolution 2020/001 providing a Work Authorization with Carnahan Proctor & Cross (CPC) for design, permitting and construction administration services for an amount not to exceed \$194,000. On March 24, 2021, an amendment to Work Authorization #1 was approved for \$14,750 for additional surveying tasks associated with utility easements that were identified by FPL, Comcast and AT&T during their undergrounding design development. Work Authorization #2 for \$11,500 was within the Director's signing authority and approved on 6/11/2021. Work Authorization #2 was required to redesign the street lighting element of the project to reflect the Board's direction to utilize FPL's PL-1 Premium Lighting Program in place of FPL's LT-1 Lighting program that was specified in the original design. Work Authorization #3 for \$13,500 was within the Director's signing authority and approved on 1/28/2022. Work Authorization #3 was required to redesign the location of an FPL transformer and the route of utility undergrounding when an easement on private property identified as the original location for this equipment was not granted by the property owner. Changes to the Streetscape design and bid documents were also a result of this change. Work Authorization #4 for \$800 was approved by the Project Manager on 2/6/2023. Work Authorization #4 was required to draft a sketch and description of an additional easement required in a City Right of Way.

The S-Curve Undergrounding and Streetscape Improvements project was approved in FY 2020 and had an anticipated completion date of January 2022. In addition to the award of the General Contract

to Team Contracting, the Board also approved contracts for FPL, Comcast and AT&T to perform utility undergrounding. During design development, the installation of street lighting was removed from the General Contractor's scope and awarded to FPL Street Lighting under a separate PL-1 contract.

Current Activity

As outlined above, there have been numerous, unanticipated changes to the scope and design of the project which resulted in delays. While this is typical for a complex overhead utility undergrounding project, the specific design changes can not be anticipated in advance of contracting with all involved entities. Negotiating and recording 7 easements from 5 different corporate private property owners delayed the project by 12 months. One easement was not approved by the property owner and the planned route of two others had to be modified at the property owners' request. Every change required redesigns by FPL, Comcast and AT&T. Every change by FPL, Comcast and AT&T required CPC to change their plans, which caused additional work and delays. Although construction started in April 2023, coordination and field changes by FPL, Comcast, AT&T and their utility undergrounding contractors and subcontractors continue to cause changes and delays.

The efforts to get this project to this point have expended the majority of the Construction Administration line item in CPC's contract and additional funding is needed for construction administration, bi-weekly inspections, project close out and as-builts. Carnahan Proctor & Cross has submitted the attached Scope of Services to replenish the Construction Administration line to provide ample funding throughout the construction phase of the project. The amount of the additional services exceeds the Director's spending authority, as it exceeds 10% of the original contract.

Recommendation

Staff recommends approval of the additional work authorization. If approved, a budget transfer is required. Staff also recommends approval of a budget transfer from the Infrastructure and Capital Improvements Account (1901500-5396304) to the Lighting Account (1901500-5396311) in the amount of \$50,000. Adequate funds are available in the budget for this expense.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING A WORK AUTHORIZATION WITH CARNAHAN, PROCTOR AND CROSS, INC. IN THE AMOUNT OF \$50,000.00 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE S-CURVE STREETSCAPE IMPROVEMENTS PROJECT; AUTHORIZING A BUDGET TRANSFER WITHIN THE CRA CAPITAL IMPROVEMENTS FUND IN THE AMOUNT OF \$50,000.00 FROM THE INFRASTRUCTURE AND CAPITAL IMPROVEMENTS ACCOUNT TO THE LIGHTING ACCOUNT; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the S-Curve is the commercial and retail center of the barrier island and beach area within the CRA and is the location of many shops and restaurants; and

WHEREAS, in April 2018, the CRA Board discussed S-Curve lighting as a priority project and indicated a desire to include undergrounding of utilities, which resulted in advancing the project in priority in the 5 Year Capital Improvements Plan adopted as part of the FY 19 CRA Budget; and

WHEREAS, the Board directed staff to move forward with selecting a contractor to perform the preliminary feasibility study; and

WHEREAS, staff solicited and evaluated proposals from three engineering and design firms that are currently under continuing contracts with the City and deemed Carnahan, Proctor and Cross, Inc. (“Carnahan”) as the most qualified firm to complete the engineering and design services for the S-Curve Streetscape Improvements; and

WHEREAS, in August 2019, the CRA Board approved \$1.7 million dollars to be allocated to lighting and utility undergrounding streetscape upgrades along the S-Curve; and

WHEREAS, at the December 10, 2019 CRA Meeting, Carnahan presented the findings of the S-Curve Streetscape Improvements Project Feasibility Report to the Board and the Board directed staff to negotiate a fee for the design and permitting of the project with Carnahan; and

WHEREAS, at the March 10, 2020 CRA Board Meeting, the Board approved Resolution 2020/001, approving a Work Authorization with Carnahan (the “Contract”) for design, permitting and construction administration services for the S-Curve Streetscape Improvements Project in an amount not to exceed \$194,000; and

WHEREAS, on March 24, 2021, the Board approved an amendment to the Work Authorization for \$14,750.00 for additional surveying tasks associated with utility easements that were identified by FPL, Comcast and AT&T during their undergrounding design development; and

WHEREAS, construction started in April 2023, and the efforts to get the Project to this point, including addressing field changes by FPL, Comcast, AT&T and their utility undergrounding contractors and subcontractors, have expended the majority of the Construction Administration line item in the Contract; and

WHEREAS, additional funding is needed for construction administration, bi-weekly inspections, project close out and as-builts, and staff requested a proposal from Carnahan that would provide sufficient construction administration services throughout the construction phase of the Project, which services (the “Construction Administration Services”) are reflected in the attached proposal for the amount of \$50,000.00; and

WHEREAS, staff recommends a budget transfer within the Capital Projects fund in the amount of \$50,000.00 from the Infrastructure and Capital Improvements account (1901500-5596304) to the Lighting account (1901500-5396311) (the “Budget Transfer”) to fund the additional Construction Administration Services; and

WHEREAS, CRA staff recommends approving the Work Authorization with Carnahan, attached as Exhibit “A”, to perform the Construction Administration Services for the Project in the amount of \$50,000.00 (the “Work Authorization”), and authorizing the Budget Transfer.

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

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA hereby approves the Work Authorization with Carnahan, attached as Exhibit “A”, for the Construction Administration Services for the Project in the amount of \$50,000.00.

Section 3. The CRA Director is hereby authorized to execute the Work Authorization, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. The Budget Transfer in the amount of \$50,000.00 to fund the Work Authorization is hereby authorized and approved.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

WORK AUTHORIZATION
BETWEEN
CITY OF DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY AND
CARNAHAN PROCTOR & CROSS, INC.
FOR PROFESSIONAL SERVICES

This Work Authorization is entered into this ___ day of ___, 20___, by and between City of Deerfield Beach (the “City”) Community Redevelopment Agency (the “CRA”) with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, and Carnahan Proctor & Cross, Inc., a Florida Corporation (the “Consultant”), with its business address located at 814 S. Military Trail, Deerfield Beach, Florida 33442.

RECITALS

WHEREAS, Consultant is a pre-qualified Consultant of the City pursuant to RFQ No. 21-11-IG and the Continuing Contract between the City and Consultant, dated April 6, 2021 (the “Continuing Contract”); and

WHEREAS, the CRA and the Consultant desire to enter into this Work Authorization to provide for the Consultant to perform certain professional services in accordance with the terms and conditions of the Continuing Contract and this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, CRA and Consultant agree as follows:

SECTION 1
SCOPE OF SERVICES

Consultant agrees to perform certain professional services for the CRA, as specifically described in the scope of services attached as Exhibit “A-1” to this Work Authorization (the “Services”), which by this reference is incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 2

COMPENSATION

- 2.1 In consideration for the Services to be performed by Consultant, the CRA agrees to pay Consultant in an amount not-to-exceed \$50,000, as further detailed in Exhibit "A-1," which amount shall be accepted by Consultant as full compensation for all such work. It is acknowledged and agreed by Consultant that this amount is the maximum payable and constitutes a limitation upon CRA's obligation to compensate Consultant for the Services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon Consultants obligation to perform all items of work required by or which can be reasonably inferred from the Contract. No amount shall be paid to Consultant to reimburse its expenses, unless authorized in this Contract.
- 2.2 Compensation due to the Consultant shall be payable in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes, following submission of a proper invoice by the Consultant to the CRA.
- 2.3 In the event of CRA's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, CRA shall pay Consultant on a pro- rata basis for the Services performed by Consultant prior to the CRA's termination of this Work Authorization.

SECTION 3

TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until completion of the Services (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization.

SECTION 4

TERMINATION OF WORK AUTHORIZATION

CRA may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5

CONTINUING CONTRACT TERMS AND CONDITIONS

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between CRA and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this

Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6 **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City or CRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the CRA's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7 **INDEMNIFICATION/HOLD HARMLESS CLAUSE**

In Consultant's performance of Services under this Work Authorization, Consultant shall indemnify and hold harmless City, the CRA, and their officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, or other persons employed or utilized by Consultant in the performance of this Contract. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and CRA Executive Director, any sums due Consultant under this Work Authorization may be retained by the CRA until all of the CRA's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CRA. Nothing in this Agreement shall be deemed or treated as a waiver by the CRA of any immunity to which it is entitled by law, including but not limited to the CRA's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 8 **INSURANCE AND BONDING**

8.1 Consultant shall procure and maintain insurance in accordance with the insurance requirements set forth in the Continuing Contract.

8.2 This Work Authorization shall not be deemed approved until the Consultant has obtained all insurance required under the Continuing Contract and has supplied the CRA with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

SECTION 9
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the CRA, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the CRA.

SECTION 10
MISCELLANEOUS

Consultant shall, without additional expense to the CRA, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11
AUDIT AND INSPECTION RIGHTS

11.1 The CRA may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.

11.2 The CRA may, at reasonable times during the term hereof, perform such inspections, as the CRA deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization and the Continuing Contract. Consultant shall make available to the CRA all reasonable assistance to facilitate the performance of inspections by the CRA's representatives.

SECTION 12
AMENDMENTS AND ASSIGNMENT

12.1 This Work Authorization together with the Continuing Contract constitutes the entire agreement between Consultant and CRA and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.

12.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the CRA, which may be withheld or conditioned in the CRA's sole discretion.

SECTION 13 **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Section 10.11 of the Continuing Contract.

SECTION 14 **GOVERNING LAW AND VENUE**

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15 **HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16 **NON-DISCRIMINATION**

Consultant represents and warrants to the CRA that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 17
PUBLIC RECORDS

Consultant agrees to comply with the provisions of Chapter 119, Florida Statutes, as outlined in Section 10.3.4 of the Continuing Contract. Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CRA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CRA and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the CRA.

SECTION 18
SEVERABILITY

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 20
JOINT PREPARATION

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
CARNAHAN PROCTOR & CROSS, INC. FOR PROFESSIONAL
SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CRA

CITY OF DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY

By: _____
Kris Mory, CRA Executive Director

This ____ day of _____, 2023.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach Community
Redevelopment Agency only:

Anthony C. Soroka, CRA Attorney

CONSULTANT

Carnahan Proctor & Cross, INC.

By:  _____
Name: William R. Barbaro
Title: Vice President

This 28th day of July, 2023.

EXHIBIT “A-1” SCOPE OF SERVICES

EXHIBIT "A-1"

SCOPE OF SERVICES



AGREEMENT FOR PROFESSIONAL SERVICES

Carnahan Proctor and Cross, Inc.
814 S. Military Trail
Deerfield Beach, Florida 33442
Phone: 954. 972. 3959
Fax: 954. 972. 4178
www.carnahan-proctor.com

Contract Date: 7/24/2023
Amendment No: 5 CPC Proj. No:200311

Planning
Civil Engineering
Surveying
CEI Services

**Project Name: City of Deerfield Beach CRA
S-Curve Utility Relocations and Streetscape Improvements**

To: Mark DiMascio, Capital Project Manager
City of Deerfield Beach CRA
1601 E. Hillsboro Blvd.
Deerfield Beach, FL 33441
PH: (954)952-0221
MDiMascio@deerfield-beach.com

☒ Fixed Fee
☐ Maximum Upset Fee

☐ Time & Expenses
☐ Other

Scope of Services: See Attached Scope of Services, which are made a part of this Agreement.

Please execute this Client Authorization for Carnahan Proctor and Cross, Inc. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to CPC.

☐ Subject to attached terms & conditions

☒ Subject to terms & conditions in our original Agreement: **City of Deerfield Beach CCNA for Architectural and Engineering Services (RFQ #21-11-IG)**

Carnahan Proctor and Cross, Inc. Authorization

By: 

Title: Vice President Engineering Services

Date: 07/24/2023

Date: _____

Client Authorization (Please sign original and return)

By: _____

Title: _____

PROJECT DESCRIPTION:

Carnahan Proctor, and Cross, Inc. (CPC) has been selected, by The City of Deerfield Beach, to provide this agreement for professional Engineering Services under the City of Deerfield Beach Architecture and Engineering Services Continuing Contract for the N. Ocean Drive "S-Curve Streetscape Improvements Project. The project limits as defined in the request for Scope of Work span approximately 1,500 LF of existing right-of-way from the intersection of N Ocean Drive (A1A) and NE 2nd Street to N. Ocean Drive and NE 4th Court.

Additional Scope of Services:

The following unforeseen circumstances resulted in additional work and a 24-month extension of the estimated project completion date:

- Overall project duration has been extended approximately 24 months due to:
 - Delays to coordinate with FPL and Property owners to negotiate utility easements for work being performed on private property due to changes to FPL utility connection points.
 - Several design changes were required as easements were denied or requested to be rerouted by impacted property owners.
 - Due to the changes and complexity of the project scope and break out of undergrounding services to FPL, ATT and Comcast; CPC was required to performed additional coordination with procurement staff and project manager for development of RFP package for selection of General Contractor
 - Utility providers revision of design and routing due to field conditions and comments from Utility Contractors.
 - Coordination and management of design and routing changes from Utility providers Sub-contractors
 - A change approach to the Street lighting portion of the project requested by the client prior to bidding. This resulted in additional delays and plan changes and added a fourth outside contract for the FPL PL-1 lighting program.
 - Management and coordination of 3rd party utility provers (FPL, AT&T, Comcast & FPL Street Lighting) providing their own subcontractors to perform the overhead to underground conversion of Utilities and street lighting installation.
- Current project status:
 - The initial construction schedule estimated a construction completion date in January 2022. Due to unforeseen delays outlined above, construction did not start until April 2023. The current construction schedule estimates a completion date of January 16, 2024. Unforeseen delays and changes prior to the construction bid being awarded resulted in the original Construction Administration budget being depleted. Additional funding for Construction Administration services is required to complete the construction phase of the project.

SCHEDULE:

CPC will begin performance of the above services on the date written authorization to proceed is received. The schedule is subject to delivery of information promised by the Client. If the Client requests that work under this Agreement be stopped, the schedule is subject to renegotiations, when written authorization to proceed again is received.

COMPENSATION:

The following summary of fees outlines the lump sum cost for the tasks outlined in the scope of work above:

SUMMARY OF FEES

**Project Name: City of Deerfield Beach CRA S-Curve
Utility Relocations and Streetscape Improvements
Contract Amendment No. 5
7/24/2023**

Task	Description	Lump Sum Fee
8.1	Construction Administration Additional Services	\$50,000

SERVICES NOT INCLUDED

The following services are not anticipated at the current stage of the project and, therefore, are not included in this Agreement at this time:

- Any services not specifically included herein.

Should work be required in these areas, or areas not previously described, CPC will prepare a proposal or amendment, at the Client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

END OF SCOPE OF SERVICE



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1951

Agenda Date: 8/22/2023

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2023/ - A Resolution of the Deerfield Beach Community Redevelopment Agency (CRA), approving an amendment to the Employment Contract with Mark DiMascio, the CRA Capital Projects Manager, to increase his compensation; providing for execution and an effective date.

Recommended Action

CRA Board to vote on Resolution

Background/History

The CRA Capital Project Manager, Mark DiMascio, was hired in January 2017 on a full-time contractual basis by the Deerfield Beach Community Redevelopment Agency. Since that time, Mr. DiMascio has performed his duties with the highest level of expertise and professionalism. His annual performance evaluations have documented his outstanding job performance. He is a highly valued member of the DBCRA team.

Over the past three years, the compensation for this position has lagged behind similar capital projects manager positions. Due to the nature of the CRA's large scale capital projects and the contractual basis of the position, the CRA competes with the private sector for this talent. At the same time, skyrocketing capital project costs and increasingly difficult project constraints like working within an ever changing supply chain and a shortage of skilled and entry-level trade workers have resulted in significant increases for skilled capital project managers. Adjustments to this position's contract were not requested earlier, as the City was in the process of undertaking the Pay and Classification study to re-align jobs with the current market. Unfortunately, Pay and Class looked primarily at public sector jobs in its evaluation of the Capital Projects Manager. This approach did not properly address the CRA Capital Project Manager, because the private sector is the more relevant market and indicator of current value and is the sector the CRA competes with for talent.

Current Activity

CRA staff have been monitoring comparable jobs and have compiled a sampling of current salaries for Capital Projects Manager positions that offer a pay range of \$115,000-\$160,000. A sampling of these jobs is attached to this item. To further verify the current private sector job market, staff searched the national O*Net occupational database. In the South Florida job market, O*Net reports that the average annual salary for this position is \$108,850 in the Miami Dade, Broward, and Palm Beach job markets. The position currently makes \$46.87 hourly or \$98,708 annually after the implementation of the first of two 3% pay increases recommended by the Pay and Class study. After the recommended second 3% increase from the implementation of the pay and class study, the position would make \$48,2803 or \$100,423 annually. After reviewing this market information, staff recommends that the salary be increased to \$55.25 hourly or \$115,000 annually. No other changes to the contract are recommended.

Recommendation

Staff recommends approval of a revised employment contract with CRA Capital Project Manager Mark DiMascio with a \$55.25 hourly salary. If approved, adequate funds will be included in the proposed Fiscal Year 2024 CRA Budget for this expense.

CRA RESOLUTION NO. 2023/

A RESOLUTION OF THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AN AMENDMENT TO THE EMPLOYMENT CONTRACT WITH MARK DIMASCIO, THE CRA CAPITAL PROJECTS MANAGER, TO INCREASE HIS COMPENSATION; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, Mark DiMascio has served as the CRA's Capital Project Manager since January, 2017 pursuant to an employment agreement with the CRA; and

WHEREAS, Mr. DiMascio's performance evaluations have documented his outstanding job performance over the years; and

WHEREAS, based on comparable job market information, the CRA Director is recommending amending Mr. DiMascio's current employment contract with the CRA to increase his compensation to \$55.25/hour, as reflected in Exhibit "1", (the "Contract Amendment") with all other terms of his contract remaining the same.

NOW, THEREFORE, BE IT RESOLVED BY THE CRA BOARD AS FOLLOWS:

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

Section 2. The CRA hereby approves the Contract Amendment with Mark DiMascio, attached as Exhibit "1", to increase his compensation to \$55.25/hour.

Section 3. The CRA Director and Chair are hereby authorized to execute the Contract Amendment with Mark DiMascio, attached as Exhibit "1", together with such non-substantial changes as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

EXHIBIT 1

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT (the “Amendment”) to the Employment Agreement dated January 24, 2017, (the “Agreement”) is made and entered into as of the ____ day of August, 2023, by and between the City of Deerfield Beach Community Redevelopment Agency, (the “Employer”) and Mark DiMascio (“Employee”).

NOW, THEREFORE, the Employer and the Employee hereby agree to amend the Agreement as follows:

1. Effective October 1, 2023, Section 3 shall be amended to read as follows:

Section 3- Compensation.

Employer agrees to pay Employee an hourly salary of ~~\$33.65/hour~~ \$55.25/hour, payable in bi-weekly installments as other management employees of the Employer are paid.

2. All other provisions of the Agreement shall be and remain the same and in full force and effect..

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

ATTEST:

DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY

HEATHER MONTEMAYOR

By: _____
BILL GANZ, CHAIR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance of
the Deerfield Beach Community Redevelopment
Agency only:

ANTHONY C. SOROKA, CRA ATTORNEY

AGREED TO AND ACCEPTED BY
EMPLOYEE:

MARK DIMASCIO, CRA CAPITAL
PROJECTS MANAGER



AGREEMENT

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

Section 1 - Term

This **Agreement** shall remain in full force and effect from **January 16, 2017** until terminated by the **Employer** or the **Employee**.

Section 2 - Duties and Authority

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

Section 3 - Compensation

Employer agrees to pay **Employee** an hourly salary of \$33.65/hour, payable in bi-weekly installments as other management employees of the **Employer** are paid.

Section 4 - Automobile

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

Section 5 - 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.

~ An Equal Opportunity Employer ~

Page 1 of 6 Pages

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

Section 6 -Vacation and Sick Leave

Employee shall be entitled to accrue, accumulate and use Vacation Leave and Sick Leave as employees of the City of Deerfield Beach.

Section 7 – Retirement Benefit

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

Section 8 – Termination from Employment

Employee shall serve at the pleasure of the **Employer's** Director or his/her Successor and may be terminated at any time by the CRA Director or his/her Successor as an at-will employee either with or without cause. **Employee** shall not enjoy any benefits of City of Deerfield Beach employees except as specifically provided herein.

Section 9 – Terminal Benefits

(a) In the event **Employee** is terminated pursuant to Section 8 or resigns pursuant to Section 8 of this **Agreement**, **Employee** shall be compensated for all accrued and unused Vacation Leave and Sick Leave in a manner identical to that of employees of the City of Deerfield Beach.

(b) In the event **Employee** is terminated pursuant to Section 8 or resigns pursuant to Section 8 of this **Agreement**, **Employee** shall be afforded the benefits of the Consolidated Omnibus Budget Reconciliation Act (COBRA) as provided in such law.

Section 10 - 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**.

Section 11 - 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 employees of the **Employer**.

Section 12 - Hours of Work

Employer and **Employee** agree to develop and establish a mutually agreeable full-time work schedule for **Employee**.

Section 13 - 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 14 - Other Terms and Conditions of Employment

Employer 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 15 - Notices

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

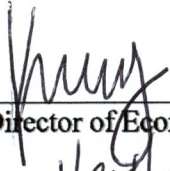
For the **Employer**: Kris Mory
Director of Economic Development
(or Successor)
City of Deerfield Beach
150 N. E. Second Avenue
Deerfield Beach, Florida 33441

For the **Employee**: Mark DiMascio

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.

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: 
Kris Mory, Director of Economic Development

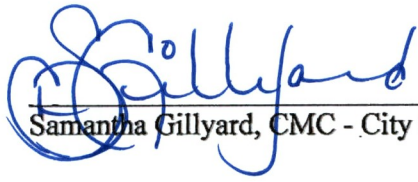
Dated: 1/29/2017

Mark DiMascio (Employee)

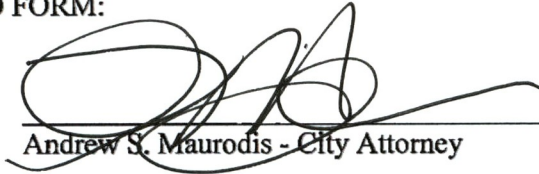
By: 
Mark DiMascio

Dated: 1/17/17

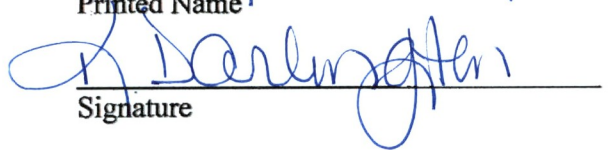
ATTESTATION:

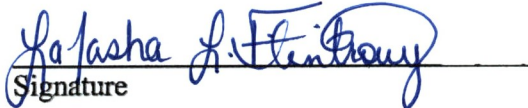

Samantha Gillyard, CMC - City Clerk

APPROVED AS TO FORM:


Andrew S. Maurodis - City Attorney

WITNESSES:

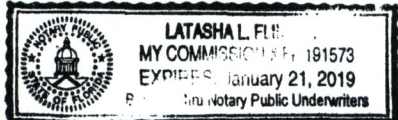
Kathy Dardington
Printed Name

Signature

LaTasha L. Flintroy
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 24th day of January, 2017, by **Kris Mory**, Director, City of Deerfield Beach Community Redevelopment Agency.

Latasha L. Flinn
Notary Public, State of Florida



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

☒ Personally known to me
or
☐ Produced identification
Type of Identification Produced:

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 1th day of January, 2017, by **Mark DiMascio** (Employee).

David W. Opatosky
Notary Public, State of Florida



DAVID W. OPATOSKY
MY COMMISSION # EE 862258
EXPIRES: May 3, 2017
Bonded Thru Budget Notary Services

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

☐ Personally known to me
or
☒ Produced identification
Type of Identification Produced:
FL Drivers Lic

Mark DiMascio CRA Capital Projects Manager

Qualifications

BS in Business Administration

34 years construction management experience – 5 in private sector – 15 as a contractor – 14 in municipal government

Registered Building Contractor – License expired 8/31/2019

Current duties and activities FY 23

Completed \$323,188 Main Beach Parking Lot seating project in April 2023 under budget by \$5,704.

Oversaw construction of Public Art railing installation at the Main Beach Parking Lot.

Completed \$1,272,971 Island Mobility project in May 2023 under budget by \$70,511.

Completed the \$126,162 Pier Fishing Improvements project in July 2023 with no change orders.

Overseeing the \$2.3 million Ocean Way Bollard replacement project scheduled for completion in August 2023 and projected to be under budget.

Overseeing the \$2.2 million S-Curve Undergrounding and Streetscape improvement project and Sullivan Park Facility.

Successfully got the original Sullivan Park shade sail manufacturer to replace three ripped playground sails at no cost to the City saving \$20,000

Ongoing CRA duties

Develop and implement specialized, unique projects.

Oversee design development, permitting, bidding, award and construction of CRA projects.

Maintain a consistent in-field presence by making daily site visits and inspections of all active projects.

Perform regular inspections of completed CRA projects during the warranty period and coordinate warranty repairs with responsible contractors.

Conduct periodic inspections of completed CRA projects beyond the warranty period. Notify responsible department of issues.

Interact with outside regulatory agencies (FWC, FDEP) about turtle lighting requirements. Received FWC approval of custom turtle friendly lighted bollard for use along the DFB Boardwalk

Assist with CRA funded public art projects and supervise installation/construction.

Manage maintenance of CRA building. Coordinate with Facilities, Parks and outside contractors to perform maintenance and repairs.

Maintenance of Sullivan Park - Coordinate with Facilities, Parks and outside contractors to perform maintenance and repairs.

Manage the commercial façade sign inventory and installation.

Perform inspections of CRA district to identify needed improvements and repairs.

Notify Code Enforcement of violations within the CRA.

Work with IT, PAM and outside software development vendor to develop, maintain and update the Kirk Cottrell Pavilion interactive kiosk.

Develop and write content for KCP kiosk slides.

Assist with CRA agenda development.

Attend Project Manager meetings.

Attend CRA meetings.

Attend Public outreach meetings.

Performs occasional night or weekend work.

Additional initiatives

Consult with Facilities and Parks before and during design development to confirm CRA projects are meeting the requirements, needs and standards of the City.

Submit final construction plans to DFB Building Department prior to bidding to avoid change orders and expedite the permitting process.

Review plans to confirm our design consultants are specifying corrosion resistant materials.

Provide support to Pier Staff for Port Hole display. Coordinate repairs with contractor.

Provide Splash Pad support to Aquatics staff. Oversee re-grouting.

Provide support to PAM for beach cams.

Provide field supervision of contractors for automated crosswalks along the S-curve.



Local Wages

11-9021.00 - [Construction Managers](#) **Bright Outlook**

Wages for state:

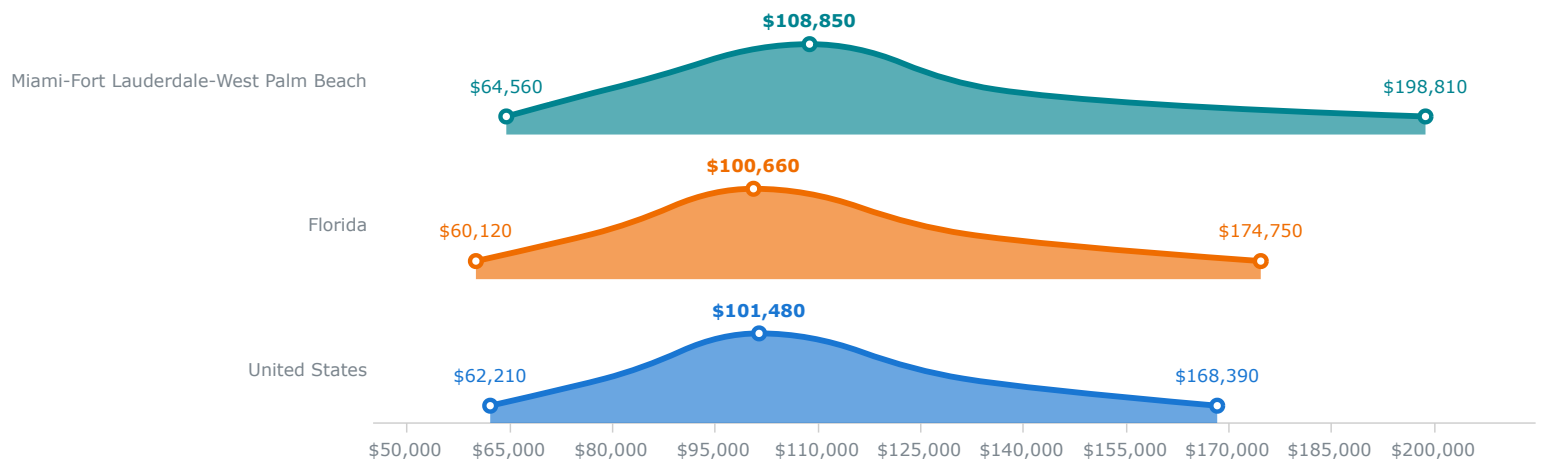
Go

Wages near ZIP Code:

Go

Annual Wages

[Hourly Wages](#)



In Miami-Fort Lauderdale-West Palm Beach, FL:

- Workers on average earn **\$108,850**.
- 10% of workers earn **\$64,560 or less**.
- 10% of workers earn **\$198,810 or more**.

In Florida:

- Workers on average earn **\$100,660**.
- 10% of workers earn **\$60,120 or less**.
- 10% of workers earn **\$174,750 or more**.

In the United States:

- Workers on average earn **\$101,480**.
- 10% of workers earn **\$62,210 or less**.
- 10% of workers earn **\$168,390 or more**.

Source: Bureau of Labor Statistics [2022 wage data](#)

Full Details

Save Table: [XLSX](#) [CSV](#)

Location	Annual Low (10%)	Annual Q _L (25%)	Annual Median (50%)	Annual Q _U (75%)	Annual High (90%)
United States	\$62,210	\$78,950	\$101,480	\$131,280	\$168,390
Florida	\$60,120	\$77,180	\$100,660	\$131,690	\$174,750
Miami-Fort Lauderdale-West Palm Beach, FL	\$64,560	\$79,360	\$108,850	\$135,920	\$198,810
Cape Coral-Fort Myers, FL	\$61,500	\$79,990	\$96,840	\$126,260	\$168,270

Location	Annual Low (10%)	Annual Q _L (25%)	Annual Median (50%)	Annual Q _U (75%)	Annual High (90%)
Deltona-Daytona Beach-Ormond Beach, FL	\$50,560	\$64,420	\$82,190	\$121,160	\$161,770
Gainesville, FL	\$51,740	\$66,170	\$92,040	\$123,380	\$162,670
Homosassa Springs, FL	\$56,680	\$62,150	\$93,340	\$129,310	\$225,750
Jacksonville, FL	\$54,330	\$73,500	\$93,620	\$128,030	\$165,480
Lakeland-Winter Haven, FL	\$55,950	\$76,760	\$97,020	\$132,410	\$161,060
North Florida nonmetropolitan area	\$43,750	\$66,170	\$94,550	\$124,840	\$168,050
North Port-Sarasota-Bradenton, FL	\$50,920	\$76,820	\$95,980	\$131,050	\$168,680
Ocala, FL	\$55,940	\$68,880	\$81,890	\$124,160	\$160,560
Orlando-Kissimmee-Sanford, FL	\$61,010	\$77,300	\$99,990	\$131,700	\$169,240
Palm Bay-Melbourne-Titusville, FL	\$64,740	\$75,610	\$95,540	\$126,400	\$174,430
Panama City, FL	\$57,330	\$68,640	\$85,960	\$127,620	\$167,960
Pensacola-Ferry Pass-Brent, FL	\$49,390	\$67,810	\$90,730	\$127,130	\$173,790
Port St. Lucie, FL	\$61,020	\$78,050	\$89,970	\$125,810	\$166,840
Punta Gorda, FL	\$59,030	\$65,940	\$82,770	\$128,090	\$182,920
Sebastian-Vero Beach, FL	\$59,140	\$74,030	\$85,190	\$127,940	\$187,250
Sebring, FL	\$54,330	\$65,050	\$92,770	\$123,050	\$162,440
South Florida nonmetropolitan area	\$60,120	\$76,880	\$97,580	\$147,990	\$208,000
Tallahassee, FL	\$52,000	\$64,280	\$76,480	\$109,990	\$151,860
Tampa-St. Petersburg-Clearwater, FL	\$64,010	\$80,430	\$115,730	\$148,930	\$193,920
The Villages, FL	\$59,140	\$73,450	\$100,280	\$126,110	\$197,120



Sr. Project Manager (Construction & Development) (Hybrid in Miami)

[Carnival Cruise Line](#) Miami, FL Hybrid 2 weeks ago 72 applicants

- [\\$115,000/yr - \\$150,000/yr \(from job description\)](#) · Full-time · Mid-Senior level
- 10,001+ employees · Travel Arrangements

Apply

SaveSave Sr. Project Manager (Construction & Development) (Hybrid in Miami) at Carnival Cruise Line

Share

Show more options

About the job

Job ID 6440 **Location** Miami, Florida **Date posted** 06/22/2023

Job Description

Under the general direction of the Senior Director, the Senior Project Manager (SPM) manages a wide range of project related tasks supporting the Carnival Corp Global Ports & Destinations Development (GPDD) organization and projects portfolio. As a Senior Project Manager, you will play a key leadership role, overseeing the successful planning, execution, and completion of complex construction projects. Your expertise will be essential in delivering projects on time, within budget, and according to quality standards.

Essential Functions

- Project Planning and Execution

- Develop comprehensive project plans, including timelines, budgets, and resource allocation, to ensure the successful execution of construction projects
- Coordinate and collaborate with stakeholders, including clients, architects, engineers, subcontractors, and suppliers, to define project objectives and deliverables
- Lead project teams, providing guidance and direction throughout the project lifecycle to ensure adherence to project milestones and goals
- Monitor project progress, identify risks, and implement effective mitigation strategies to maintain project schedule and budget
- Budget and Cost Control
 - Prepare accurate cost estimates and budgets for construction projects, considering labor, materials, equipment, and other resources
 - End to end budgeting cost control (from concept to completion)
 - Own project costs, review financial reports, and implement measures to control expenses and maximize profitability
 - Collaborate with the finance department to ensure accurate and timely project accounting, invoicing, and payment processes
- Quality Assurance and Compliance
 - Ensure that construction projects comply with relevant codes, regulations, and industry standards
 - Implement quality control measures, conduct inspections, and address any non-compliance issues to ensure the delivery of high-quality workmanship
 - Collaborate with the project team to develop and implement effective safety protocols, maintaining a safe working environment for all personnel
- Communication and Stakeholder Management
 - Foster strong relationships with clients, providing regular project updates, addressing concerns, and managing expectations
 - Facilitate effective communication among project stakeholders, ensuring information flow and timely resolution of issues or conflicts
 - Conduct project meetings, prepare progress reports, and deliver presentations to senior management, clients, and other stakeholders
- Team Leadership and Development
 - Lead and manage external vendors & project teams, fostering a collaborative and results-oriented environment
 - Provide guidance and mentorship to junior project managers and team members, promoting professional growth and development
 - Conduct performance evaluations, identify training needs, and facilitate training programs to enhance team capabilities
- KPI's/Monitoring & Controls

- Develop and own performance monitoring controls for the overall projects and projects portfolio
- Set KPIs for individual projects, and develop project monitoring standards across GPDD
- May need to stand for long periods of time
- Work may require employee to work inside and outside with exposure to changing climate and/or operate machinery
- Less than 25% non-shipboard travel likely

Qualifications

- Bachelor's degree in construction management, civil engineering, or a related field
- Project Management Professional (PMP) certification is preferred
- Proven track record of at least 8 years in construction project management, with experience in overseeing complex projects
- Strong knowledge of construction methods, materials, and best practices
- Construction, Property Development or Property Management experience
- Excellent project planning, execution, and monitoring abilities
- Proficiency in using project management software and tools to manage project schedules, budgets, and resources
- Possess strong knowledge of MS Office, including Word, MS Project or Primavera P6, Excel, PowerPoint, File Maker and Outlook
- Prioritize and manage multiple projects simultaneously and follow through on issues in a timely manner
- Possess knowledge of office related-management principles procedures and techniques
- Ability to work in a fast-paced environment and adapt quickly in order to meet deadlines
- Ability to schedule meetings, document and manage them through completion
- Ability to develop and maintain cooperative working relationships with supervisors and staff
- Ability to follow-up on decisions and directives from the Sr. Director of PMO
- Ability to supervise and/or maintain essential records and files
- Ability to write business letters & proofread drafts
- Must be highly organized and detailed oriented

The range for this role's base salary is \$115,000 - \$150,000. Offers to selected candidates will be made on a fair and equitable basis, taking into account specific job-related skills and experience.

At Carnival, your total rewards package is much more than your base salary. All non-sales roles participate in an annual cash bonus program, while sales roles have an incentive plan. Director and above roles are also eligible for an additional vesting equity plan. Plus, Carnival provides comprehensive and innovative benefits to meet your needs, including:

- Health Benefits:
 - Cost-effective medical, dental and vision plans
 - Employee Assistance Program and other mental health resources
 - Additional programs include company paid term life insurance and disability coverage
- Financial Benefits:
 - 401(k) plan that includes a company match
 - Employee Stock Purchase plan
- Paid Time Off
 - Holidays – All full-time and part-time with benefits employees receive days off for 7 company-wide holidays, plus an additional floating holiday to be taken at the employee's discretion.
 - Vacation Time – All full-time employees at the manager and below level start with 14 days/year; director and above level start with 19 days/year. Part-time with benefits employees receive time off based on the number of hours they work, with a minimum of 84 hours/year. All employees gain additional vacation time with further tenure.
 - Sick Time – All full-time employees receive 80 hours of sick time each year. Part-time with benefits employees receive time off based on the number of hours they work, with a minimum of 60 hours each year.
- Other Benefits
 - Complementary stand-by cruises, employee discounts on confirmed cruises, plus special rates for family and friends
 - Personal and professional learning and development resources including tuition reimbursement
 - On-site preschool program, wellness center, and health clinic at our Miami campus



Commercial Construction Project Manager

Gulf Building LLC - Hollywood, FL

\$125,000 - \$135,000 a year

Gulf Building, LLC – Fort Lauderdale, FL

GULF BUILDING LLC is a privately-held construction firm headquartered in Fort Lauderdale, Florida for over 30 years. Established and experienced General Contractor / Construction Management Firm serving selective markets, including High-End Residential, Private and Public Owners, and the Federal Government.

Job Title: **Project Manager with Commercial Construction Experience**

Location: Fort Lauderdale, FL

Start Date: Immediate

Interview: Required

General Purpose of the Position:

The Project Manager is responsible for the overall management, coordination, performance and financial success of each assigned Project from inception through completion. This includes adherence and maintenance of the budget, schedule, quality control, safety, and the management and administration of all contractual responsibilities and obligations for full client satisfaction. This individual works closely with the Superintendent and Team Members through consistent, effective communication, leadership, and collaboration with the Owner to ensure that all project goals are met for complete Project success. This position should lead to career growth directly within the company. Gulf Building is currently looking for a Project Manager with experience in commercial projects.

Essential Duties and Responsibilities: *The items below are to be used as a guide and are not all-inclusive.*

- Prior experience as project manager for commercial construction projects

- In collaboration with the Superintendent, lead and manage all Subcontractors for total project responsibility.
- Reports directly to the Vice President of Construction or assigned Project Executive.
- Direct company representative to Owner(s), Stakeholder(s), and Project Consultant(s).
- Directly responsible for all financial aspects of the Project.
- Development of the "Team" working environment with all Project members.
- Participates in the Preconstruction Phase. Assists with preparation of bid packages, proposals, and the evaluation of bids for a complete scope of work.
- Reviews and fully understands the Owner's Contract, including preparation of Project Logs and Notice provisions for compliance.
- Develops with the Superintendent with the Project Schedule and maintains the schedule updates from Baseline approval through Project Closeout.
- Assists with the negotiation and award of Subcontracts and Purchase Orders.
- Drafts Subcontractor Agreements and Purchases Orders, inclusive of the scope of work.
- Assures that Subcontractor Bonds, Insurance and Agreements are timely provided and fully executed prior to the start of the Work.
- Develops the initial Owner Pay Application Package for approval and maintains through-out the course of the Project.
- Develops and manage Subcontractor Requisitions, including lien releases and project payroll.
- Responsible for Project financial accuracy, reports, updates, and funding status.
- Tracks and ensures that all Owner and Contract Notices are properly files and issued for compliance with the Contract.
- Tracks and ensures that all Permits are timely applied for, maintained during the course of the Work and properly closed.
- In coordination with the Superintendent, meet and coordinate with the Authority Having Jurisdiction and outside agencies, all permit requirements and applications.
- Demonstrates understanding of standard concepts, practices and procedures within construction field.
- Researches and resolves drawing interpretation problems, conflicts, interference, and errors.

- Prepares field design change requisitions and “as built” drawings, as required.
- Prepares and disseminates all required documentation records such as status reports, punch lists describing work items to be done, sketches of work already completed, material requirement calculations, etc.
- Verifies that all completed work complies with applicable codes, drawings and specifications.
- Attends and chairs meetings with the Owner, clients, or A/E representatives to coordinate design and construction efforts and on-going progress.
- Demonstrates a working knowledge of construction equipment and techniques, drawings, and specifications, building materials and required standards applicable to discipline.
- Participates in job walks and documents and reports findings with tracking reports.
- Administers the company’s quality control plan and takes weekly photos to document any quality control issues with reporting.
- Researches and proposes solutions to quality control issues.
- Generates queries and reports in Prolog software.
- Responsible for the review and maintenance of subcontractor non-compliance and coordinates with QA/QC procedures.
- Administers the company safety program and participates in safety inspections and management.
- Ensure compliance with OSHA regulations to include health, safety, and welfare as appropriate.
- Review all shop drawings and submittals for compliance with the plans and specifications.
- Reviews mock-up and/or shop drawings and specifications.
- Possess the ability to attend meetings and transcribe detailed meeting minutes clearly, precisely and accurately.
- Demonstrates schedule understanding in coordination with construction logistics and construction sequencing.
- Administers the PCO process and minimal ability in identifying PCO/change orders.
- Administers the Owner Change Order Process, inclusive of Notice Provisions, RCO Submission, negotiations, and incorporation of all changes via Owner Change Order or Contingency Adjustment.
- Administers construction scheduling in coordination with construction logistics and sequencing.
- Demonstrates knowledge of commonly used concepts, practices, and procedures within a particular field.

- Analyzes and resolves construction process problems and issues and effectively communicates and interfaces with all levels of personnel.
- Develops and maintains an efficient Project Close-out from Punch list through Warranties for timely completion in compliance with the Contract.
- Manages all Subcontractor close-out.
- Responsible for collection of Final Payment.

Computer Equipment and Software:

- Full knowledge of Windows Office Systems; particularly in Excel, Word and Outlook, etc.
- Full knowledge of Prolog, ProCore, & Primavera or similar software required.
- Full knowledge of blueprint reading required.
- Working knowledge of AutoCad and 3-D modeling is desired.

Education and Experience:

Education: Bachelor's degree in Engineering, Construction Management or related field is required. A combination of education and work experience may also be considered in lieu of degree.

Experience: Minimum of four (4) years of project management experience in commercial construction.

Workplace Civility Rules & Attributes:

- Represents the company with a positive attitude internally and externally.
- Participates fully as a team member, completing all requirements assigned in a timely manner.
- Treats all employees, clients, subcontractors and vendors with dignity and respect.
- Works cohesively with team members and all co-workers, displaying a positive attitude through behaviors and supportive problem solving and communication skills both orally and in writing.
- Acts in a professional manner at all times to maintain a positive work environment.
- Excellent organizational skills and attention to detail; be able to multi-task, manage and assign responsibilities to other Team Members.

- Performs work tasks by receiving direction and then working independently with an interest in quickly learning and applying new skills and abilities.
- Demonstrates consistent ability to be dependable, consistent, diligent, and thorough.
- Exercises creativity and resourcefulness in completing tasks accurately in a compressed timeframe.
- Performs all other duties as assigned by supervisor
- Utilizes excellent written and oral communications and team skills.
- Sense of urgency with problem solving skills and the ability to confidently take action and resolve conflicts in an effective and fair manner.
- Maintains a professional client relationship in order to properly represent Gulf Building LLC as a quality General Contractor and provide for repeat business.

Physical Demands:

The physical demands described are representative of those that must be met to successfully perform the essential functions of this job. On occasion it may be necessary to lift and carry or manipulate items of up to 50 lbs., walk over uneven or unpaved ground to reach a worksite in construction zones. This position may be required to perform a variety of construction tasks in all areas and aspects of the construction project—including scaffold or platform work, confined spaces and exposure to outside elements. If your position requires you to enter the field it is mandatory that you wear approved Personal Protective Equipment. This position may be required to work schedules which may include shift work, such as; dayshift, swing-shift, graveyard, holiday and/or weekend shifts. This position may also require occasional travel as necessary. While performing the duties of this job, the employee is regularly required to sit, stand, walk, bend, use hands, operate a computer, and have specific vision abilities to include close and distance vision, and ability to adjust focus working with computer and business equipment.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Gulf Building LLC is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment regardless of and will not be discriminated against on the basis of race, color, gender, pregnancy or breastfeeding, sexual orientation, gender identity or expression, religion,

national origin, age, genetic information, marital status, veteran status, disability, or other status protected by state or federal law.

Work Remotely

- No

Job Type: Full-time

Pay: \$125,000.00 - \$135,000.00 per year

Benefits:

- 401(k)
- 401(k) matching
- Dental insurance
- Health insurance
- Paid time off

Schedule:

- 8 hour shift



CONSTRUCTION PROJECT MANAGER

Delta Construction Partners - Fort Lauderdale, FL

\$140,000 a year

CONSTRUCTION PROJECT MANAGER

Delta Construction Partners is a national executive search firm for the nation's premier electrical contractors and industry professionals. A confidential client has retained Delta to search for the Construction Project Manager position in **Fort Lauderdale, Florida.**

Construction Project Manager Compensation & Benefits

Total compensation for the **Construction Project Manager** is \$120,000 - \$150,000 based on experience and successful performance history.

- Competitive salary
- Bonus Program - 10-20% of Salary
- Health Benefits – Vision, Medical, Dental
- 401K with Company Match
- Stock Awards

Construction Project Manager Duties & Responsibilities:

- Communicates with and provides recommendations to Construction President, Vice President and directs project teams on issues related to project design, pricing, staffing, and construction
- Provide technical/construction management support to the Development Group.
- Collaborates with the client's project teams, architects, engineers, and other design and third-party consultants to prepare contract documents. Participates in constructability review and redlines of plans and specifications at designated design milestones
- Work with the preconstruction and estimating department in developing and updating project construction budgets, schedules, and logistics plans.
- Takes a leadership role in identifying and securing all permits and approvals necessary to construct the projects.

- Acts as a primary project contact for building officials and other agencies with project permitting and inspection authority.
- Arranges for and place adequate project field staffing and provide leadership.
- Arranges for and ensure the appropriate training of staff and manage the employee performance appraisal process.
- Oversees the competitive bidding process and contracting of sub-contractors and suppliers by Company policy and procedures.
- Reviews monthly project reporting, including updates to budget and schedule forecasts.
- Works to ensure team integration of Quality Standards, Schedule Reliability, and Budget Control practices in compliance with Company policies and procedures.
- Conducts project team meetings with vested parties, including Development, Residential Services, Estimating, and the project field teams, to identify and present pertinent issues requiring action or decision.
- Verifies the completion of all project punch and warranty work.
- Verifies the close out of all project construction accounts and bonds according to Company policy and procedure.
- All other duties as assigned

Construction Senior Project Manager Qualifications:	
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- | |
|---|
| <ul style="list-style-type: none"> • Employment Stability • Graduate from an accredited four-year college or university with major coursework in architecture, engineering, construction science, or another related field preferred. • Minimum of 6 years experience in managing all phases of construction of multi-family /high-density residential / mixed-use projects. • Knowledge of MS Office, Procore, MS Project, and Bluebeam. |
|---|

Preferred but Not Necessary	
------------------------------------	--

- | |
|--|
| <ul style="list-style-type: none"> • College Degree Preferred, not mandatory. |
|--|



Construction Senior Project Manager (Tilt-Up)

CyberCoders - Coconut Creek, FL

\$120,000 - \$160,000 a year

Construction Senior Project Manager (Tilt-Up)

Job Title: Senor Project Manager or Project Manager

Job Location: Pompano Beach, FL Area

Salary: \$120k-\$160k

Requirements: 5-10+ years as a Project Manager - We are looking for candidates with a background on industrial or commercial projects with tilt / Site work experience

We are an established General Contractor focused in projects in Pompano Beach and Miami. We are seeking an experience project manager to join the team! Most of our projects are big box industrial/manufacturing buildings. We also have some projects for office buildings, hotels, etc.

If you are a Project Manager with Industrial tilt wall and site work experience, please read on!

Top Reasons to Work with Us

1. Great work/life balance with generous time off!
2. Well established and stable General Contractor
3. Competitive Salary (\$120k-\$160k)
4. Health Benefits

What You Will Be Doing

- Manage all phases of the project
- Assures construction meets established quality standards
- Identifies and implements method and systems for achieving cost savings
- Establish and maintain effective working relationships with owners, architects, engineers, etc.
- Develop budget parameters and perform conceptual estimating relating to that development

What You Need for this Position

- 5+ years as a construction project manager



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1952

Agenda Date: 8/22/2023

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2023/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving an amendment to the CRA Director's Employment Agreement to clarify the benefits provided to the CRA Director consistent with the benefits provided to managerial employees of the City of Deerfield Beach; providing for execution and an effective date. (Funds from Account #190-1500-552-23-00 - Insurance Services Allocation & Account #190-1500-552-10-03 - Longevity)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: To be determined based on benefit options selected.

Account Name: Insurance Services Allocation

Account Number: 190-1500-552-23-00

Secondary Account Name: Longevity (\$1200/year)

Secondary Account Number: 190-1500-552-10-03

Background/History

The current CRA Director's contract specifies a 75% CRA-25% City split of time, but allows for annual adjustments to the percentage of time spent on each duty depending on the nature of the work. The Director of Economic Development position is currently budgeted for 50% of the director's time spent on Community Redevelopment duties and 50% on City Economic Development duties for Fiscal Year 2024. Although funded by two different funding sources, the Director of Economic Development is a full-time position. As the CRA nears its sunset date and as economic development and redevelopment activities are expanded elsewhere in the City, it is anticipated that this position will spend an increasing amount of time on City matters.

Current Activity

The current employment contract between CRA Director Kris Mory and the Deerfield Beach CRA doesn't specifically indicate that she is eligible for benefits available to full-time employees. Because of this, Ms. Mory does not receive longevity pay that is offered to full-time employees after their tenth year of employment even though she has worked full time since 2010 (13 Years). More recently, Ms. Mory did not receive a 6% pay raise that was recommended by the Pay and Class Study because she is considered part of the Executive Team. However, she also did not receive the Executive Compensation Package that was offered to the Executive Team because that is only available to full-time employees.

In 2012, Ms. Mory took a 5% pay cut with all other City employees in response to the economic downturn. In 2020, she took a 20% pay cut in furlough days with all other City employees due to the impact of COVID.

Recommendation

Staff recommends that the CRA Board authorize an amendment to the CRA Director's employment contract that specifies that she is entitled to receive the same retirement, health care, sick leave and vacation time benefits as all other full-time managerial employees of the City.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AN AMENDMENT TO THE CRA DIRECTOR'S EMPLOYMENT AGREEMENT TO CLARIFY THE BENEFITS PROVIDED TO THE CRA DIRECTOR CONSISTENT WITH THE BENEFITS PROVIDED TO MANAGERIAL EMPLOYEES OF THE CITY OF DEERFIELD BEACH; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, Kris Mory has served as the Director of the Deerfield Beach Community redevelopment Agency since November 2013 pursuant to an employment agreement with the CRA; and

WHEREAS, on March 8, 2016, the CRA Board approved an amended and restated employment agreement between the CRA and Ms. Mory (the "Employment Agreement") that reflected Ms. Mory allocating some of her time working on citywide economic development projects outside of the CRA District; and

WHEREAS, the current Employment Agreement specifies a 75% CRA-25% City split for Ms. Mory's time, and allows for annual adjustments to the percentage of time spent on each duty depending on the nature of the work; and

WHEREAS, Ms. Mory also serves as the City's Economic Development Director and as the CRA nears its sunset date and as economic development and redevelopment activities are expanded elsewhere in the City, it is anticipated that she will spend an increasing amount of time on City matters; and

WHEREAS, Section 4 of the Employment Agreement provides for the CRA to provide Ms. Mory with coverage for health insurance, vision insurance, dental insurance, and long term disability equal to that, and at the identical cost of that which is offered to employees of the City of Deerfield Beach; and

WHEREAS, Section 5 of the Employment Agreement provides for Ms. Mory to accrue, accumulate and use Vacation Leave and Sick Leave as all other management employees of the Employer; and

WHEREAS, Section 7 of the Employment Agreement provides for Ms. Mory to receive a contribution to a ICMA 401 qualified plan "under the identical terms and conditions applicable to all other managerial employees of the City of Deerfield Beach..." accumulate and use Vacation Leave and Sick Leave as all other management employees of the Employer; and

WHEREAS, since the last time the Employment Agreement was amended, the City of Deerfield Beach currently provides additional and/or enhanced benefits to managerial employees that are not expressly addressed in her Employment Agreement; and

WHEREAS, the amendment to the Employment Agreement between Ms. Mory and the CRA, attached as Exhibit “1”, (the “Contract Amendment”) provides for Ms. Mory to receive the same retirement, health care, sick leave and vacation time benefits as all other full-time managerial employees of the City.

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

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA hereby approves the Contract Amendment with Kris Mory, attached as Exhibit “1”, providing for Ms. Mory to receive the same retirement, health care, sick leave and vacation time benefits as all other full-time managerial employees of the City.

Section 3. The CRA Director and Chair are hereby authorized to execute the Contract Amendment with Kris Mory, attached as Exhibit “1”, together with such non-substantial changes as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 4. The appropriate CRA officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

AMENDED AND RESTATED
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:

RECITALS

WHEREAS, Employee has been employed by the CRA since December 30, 2010; and

WHEREAS, Employee entered into an employment agreement with the Community Redevelopment Agency of the City of Deerfield Beach, Florida (the “Prior Employment Agreement”), with an effective date of November 12, 2013, to serve as the Director of the CRA; and

WHEREAS, the Prior Employment Agreement provides that it shall remain in full force and effect until Employee commences working on economic development projects outside of the CRA district on behalf of the City of Deerfield Beach, Florida (the “City”); and

WHEREAS, Employee presently works on projects outside of the CRA District on behalf of the City; and

WHEREAS, in order to maintain compliance with Chapter 163, Florida Statutes, and to accurately reflect Employee’s dual roles with both the CRA and the City, the CRA Board wishes to amend and restate Employee’s Prior Employment Agreement; and

WHEREAS, except as specifically detailed herein, the terms and conditions of Employee’s employment will mirror the terms and conditions applicable to executive-level managerial employees of the City.

Section 1 - Term

The Agreement entered into between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA and KRIS MORY with an effective date of November 12, 2013 shall remain in full force and effect until an agreement between the CITY OF DEERFIELD BEACH and KRIS MORY authorizing her to work on citywide economic development projects is approved by the City Commission of the City of Deerfield Beach. At the time of the approval of such agreement by the City Commission of the City of Deerfield Beach, the Agreement entered into between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DEERFIELD BEACH, FLORIDA and KRIS MORY with an effective date of November 12, 2013 shall terminate and this Agreement shall begin and shall be in full force and effect until terminated by the Employer or the Employee as provided in Section 7 or Section 9 of this Agreement.

This **Agreement** shall remain in full force and effect from August 22, 2023, until terminated by **Employer** or **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~~. It is understood that **Employee** may also perform duties relating to economic development in the City at large under the direction and supervision of the City Manager; as noted in section 3 below, ~~be the~~ **Employee's** compensation shall be pro-rated between the City and CRA.

Section 3 - Compensation

Employer agrees that **Employee** is **Non-Exempt** under the provisions of the Fair Labor Standards Act (FLSA). Effective upon the execution of this Agreement, Employer agrees and to pay Employee an annual salary of one hundred and seventy six thousand (\$176,000) ~~one hundred and twenty four thousand nine hundred dollars (\$124,900)~~ per year, 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 deemed amended to reflect any base salary adjustments that may be provided by the Employer from time to time.

Based upon the understanding that ~~the Employee~~ shall be providing services outside the CRA, ~~Employer the CRA~~ shall only pay 7550% of the compensation ~~for the present fiscal year~~ with the remainder of the compensation the responsibility of the City. This **Employment** Agreement does not bind the City to any financial payment without the consent of the City. The pro-rata distribution shall be reviewed and adjusted annually to reflect the actual work distribution between the CRA and the City.

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 has arranged with City for City to provide ~~the Employee~~ with individual and dependent (if applicable) health insurance coverage (including medical, dental and vision insurance), as well as long term disability coverage equal to that, and at the identical cost of that, which is offered to employees of the City.~~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 executive-level managerial employees (Fringe A) of the City.~~management employees of the Employer.~~

Section 6 – Automobile

Employer shall provide a car allowance of \$400 per month~~\$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

The City has agreed to permit employee to participate in the City's ICMA retirement program. **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 paid by CRA under the identical terms and conditions applicable to all other executive-level managerial management employees (Fringe A) of the City.~~of Deerfield Beach since the inception of the aforementioned defined contribution retirement plan.~~ The City shall be responsible for contributions based upon its share of compensation paid. The City has also agreed to permit **Employee** to participate in its offered Section 457(b) Deferred Compensation Retirement Plan and Retirement Health Savings Program under the same terms and conditions applicable to executive-level managerial employees of the City (Fringe A).

Section 8 – General Business Expenses

Employer agrees to budget for and to pay for professional dues and subscriptions for **Employee** related to the CRA 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 ~~ne-be~~ unreasonably withheld.

~~Section 9 – Termination from Employment~~
~~Employer shall agree to budget for Employer pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences and seminars that are deemed appropriate by Employer. The CRA Board of Directors and may be terminated at any time by the Board as an at-will employee with or without cause terminable 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 ~~twelve (12) weeks~~ ~~ninety (90) calendar days~~ of the salary set forth in Section 3 of this Agreement; **Employer and the City** ~~the CRA~~ shall ~~only~~ be responsible for its respective pro-rata share of compensation paid. 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 executive-level managerial employees (Fringe A) of the City ~~management employees of the Employer~~.

(c) Severance Benefit - In the event **Employee** is terminated pursuant to Section ~~97~~ or resigns pursuant to Section ~~119~~ 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**, which includes the work performed for the City, 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**.

Employee shall be afforded the same executive benefits package provided to executive-level managerial employees (Fringe A), as may be amended by the City from time to time, except as detailed herein. In the event any conflict arises between the terms and conditions established in this Agreement and the fringe benefits offered to executive-level managerial employees of the City, this Agreement shall prevail.

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~~ Bill Ganz
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 33441

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 or agreements 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~~ AGENCY,
(Employer)

By: _____
~~Jean M. Robb~~ Bill Ganz, Chair

Dated: _____

KRIS MORY (Employee)

By: _____
Kris Mory

Dated: _____

ATTESTATION:

~~Samantha Gillyard~~ Heather Montemayor, ~~City~~ Clerk

APPROVED AS TO FORM:

~~Anthony C. Soroka~~ Andrew S. Maurodis, ~~City~~ CRA 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 _____, 20~~23~~¹⁶, by ~~Jean M. Robb~~Bill Ganz, Chair, Community Redevelopment Agency.

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 _____, 20~~23~~¹³, by **Kris Mory** (Employee).

_____ Personally known to me
or
_____ Produced identification

Type of Identification Produced:

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

AMENDED AND RESTATED
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:

RECITALS

WHEREAS, Employee has been employed by the CRA since December 30, 2010; and

WHEREAS, Employee entered into an employment agreement with the Community Redevelopment Agency of the City of Deerfield Beach, Florida (the “Prior Employment Agreement”), with an effective date of November 12, 2013, to serve as the Director of the CRA; and

WHEREAS, the Prior Employment Agreement provides that it shall remain in full force and effect until Employee commences working on economic development projects outside of the CRA district on behalf of the City of Deerfield Beach, Florida (the “City”); and

WHEREAS, Employee presently works on projects outside of the CRA District on behalf of the City; and

WHEREAS, in order to maintain compliance with Chapter 163, Florida Statutes, and to accurately reflect Employee’s dual roles with both the CRA and the City, the CRA Board wishes to amend and restate Employee’s Prior Employment Agreement; and

WHEREAS, except as specifically detailed herein, the terms and conditions of Employee’s employment will mirror the terms and conditions applicable to executive-level managerial employees of the City.

Section 1 - Term

This **Agreement** shall remain in full force and effect from **August 22, 2023**, until terminated by **Employer** or **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 . It is understood that **Employee** may also perform duties relating to economic development in the City at large under the direction and supervision of the City Manager; as noted in section 3 below, **Employee's** compensation shall be pro-rated between the City and CRA.

Section 3 - Compensation

Employer agrees that **Employee** is Exempt under the provisions of the Fair Labor Standards Act (FLSA). Effective upon the execution of this Agreement, **Employer** agrees to pay **Employee** an annual salary of one hundred and seventy six thousand (\$176,000) per year, 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 deemed amended to reflect any base salary adjustments that may be provided by the Employer from time to time.

Based upon the understanding that **Employee** shall be providing services outside the CRA, **Employer** shall only pay 50% of the compensation with the remainder of the compensation the responsibility of the City. This Agreement does not bind the City to any financial payment without the consent of the City. The pro-rata distribution shall be reviewed and adjusted annually to reflect the actual work distribution between the CRA and the City.

Section 4 - Health, Disability and Life Insurance Benefits

Employer has arranged with City for City to provide **Employee** with individual and dependent (if applicable) health insurance coverage (including medical, dental and vision insurance), as well as long term disability coverage equal to that, and at the identical cost of that, which is offered to employees of the City..

Employer agrees to provide **Employee** term life insurance coverage and optional term insurance coverage in the amount of one (1) times **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 be entitled to accrue, accumulate and use Vacation Leave and Sick Leave as all other executive-level managerial employees (Fringe A) of the City.

Section 6 – Automobile

Employer shall provide a car allowance of \$400 per month, payable on a bi-weekly basis to **Employee** for her use of her personal vehicle for work related travel.

Section 7 - Retirement

The City has agreed to permit employee to participate in the City's ICMA retirement program. **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 paid by CRA under the identical terms and conditions applicable to all other executive-level managerial employees (Fringe A) of the City . The City shall be responsible for contributions based upon its share of compensation paid. The City has also agreed to permit **Employee** to participate in its offered Section 457(b) Deferred Compensation Retirement Plan and Retirement Health Savings Program under the same terms and conditions applicable to executive-level managerial employees of the City (Fringe A).

Section 8 – General Business Expenses

Employer agrees to budget for and to pay for professional dues and subscriptions for **Employee** related to the CRA that are reasonably necessary for continuation and full participation in national, regional, state, and local associations and organization deemed appropriate by **Employer** for **Employee's** Continued professional development and for the good of **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 **Employee's** continued professional development and for the good of **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 or without cause.

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 twelve (12) weeks of the salary set forth in Section 3 of this Agreement; **Employer** and the City shall be responsible for its respective pro-rata share of compensation paid. 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.

(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 executive-level managerial employees (Fringe A) of the City.

(c) Severance Benefit - In the event **Employee** is terminated pursuant to Section 9 or resigns pursuant to Section 11 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 **Employer** no less than thirty (30) calendar days in advance of **Employee's** anticipated date of separation from service with **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 **Employer**.

Section 13 - Hours of Work

Recognizing that **Employee** must perform a great deal of work outside of **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**, which includes the work performed for the City, shall be **Employee's** sole employment. However, recognizing that certain teaching opportunities provide indirect benefits to **Employer** and the community, **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. **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 **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 **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 **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 **Employer** for all legal fees and costs associated with the defense and shall be responsible for said judgment. Notwithstanding any obligations set forth above, **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 **Employer**.

Section 16 – Bonding

Employer shall bear the full cost of any fidelity or other bonds required of **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 **Employee**, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this **Agreement**.

Employee shall be afforded the same executive benefits package provided to executive-level managerial employees (Fringe A), as may be amended by the City from time to time, except as detailed herein. In the event any conflict arises between the terms and conditions established in this Agreement and the fringe benefits offered to executive-level managerial employees of the City, this Agreement shall prevail.

Section 18 - Notices

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

For the **Employer**: Bill Ganz
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 33441

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 **Employer** and **Employee** relating to the employment of **Employee** by **Employer**. Any prior discussions or representations or agreements 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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: _____
Bill Ganz, Chair

Dated: _____

KRIS MORY (Employee)

By: _____
Kris Mory

Dated: _____

ATTESTATION: _____
Heather Montemayor, Clerk

APPROVED AS TO FORM: _____
Anthony C. Soroka, CRA 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 _____, 2023, by **Bill Ganz**, Chair, Community Redevelopment Agency.

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 _____, 2023, by **Kris Mory** (Employee).

_____ Personally known to me
or
_____ Produced identification

Type of Identification Produced:

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



EXECUTIVE BENEFITS PACKAGE

Note: Fringe A offered to employees in Classification 127 to 133; and Fringe B to employees in Classification 124 to 125

- **Paid Time Off** - In addition to accrual benefits afforded to regular fulltime employees (vacation & sick), executives are eligible for additional days off. PTO offers more flexibility in scheduling time off to meet personal needs and balance work and family life. Executives will receive a specified number of PTO days, on the first pay period of each fiscal year. PTO will be prorated each quarter, based on new hire start date. Days not used or cashed out by the end of the fiscal year will be lost.
- **Paid Time Off Cash-Out**** - Executives are eligible to receive payment for the balance of unused PTO days at the end of each fiscal year. PTO Cash-Outs are generally paid during the last month of the fiscal year (September) and executives must be employed with the City at the time of payment to qualify. The PTO Cash-Outs are taxable.
- **457 Retirement Plan**** - The 457 plan provides an opportunity to save and invest money for retirement with pre-tax benefits. Funds are withdrawn pre-taxed from an employee's income and the City will match a percentage of the employee's contribution. For qualifying employees, the default will be set to allow the maximum City match. This is an optional benefit, as employees may adjust their contribution levels or opt out of the benefit.
- **Retirement Health Savings**** - The Retirement Health Savings Account (RHS) is a pre-tax savings account designed to help executives set aside money to help pay for qualified medical expenses in retirement. The City will contribute a specific pre-tax amount per month to the employee's RHS account.
- **Auto Allowance**** - The City will provide a set amount each month in order to offset vehicle-related expenses for use of personal vehicle for business purposes. This is effective at the start of the first full month of employment. The auto allowance is considered as taxable income.
- **Cell Phone Allowance**** - Executives may elect to receive a cell phone allowance in lieu of an assigned City-issued cell phone. The City will pay a set amount each month for 'business use' of a personal cell phone to conduct official city business. This is an optional benefit. If elected, the cell phone allowance is considered taxable.
- **Legal Insurance***** - Provides access to legal services offered by a network of provider law firms to members. Executives may elect to enroll when eligible for benefits as a new employee, or during annual open enrollment; this is an optional benefit.

- **Life Scan Wellness Screen** ***- Preventive health screening that helps with early detection and understanding of risk for developing chronic conditions before symptoms are present. The City will pay for an annual wellness physical; this is an optional benefit

** The Allowance or City contribution will not figure into the calculation for pension contribution.

*** This City contribution is a taxable benefit, but will not figure into pension calculation contribution.

Revised 5/24/23

Eligible Classifications

Fringe A (127 – 133)

Deputy City Manager
 Chief Financial Officer
 Chief Information Officer
 Director of Public Safety
 Director of Environmental Services
 Director of Human Resources & Risk Management
 Director of Planning & Development Services
 Director of Sustainable Management
 Director of Parks & Recreation
 Director of Public Affairs & Marketing
 Director of Community Services

457 Retirement Plan	5% City Match (Optional)
Paid Time Off	10 days (per fiscal year) *
Auto Allowance	\$400 per month (No Take Home Vehicle)
Cell Phone Allowance	\$35 per month (Optional)
Retirement Health Savings Account	\$300 per month City Contribution
Legal Insurance	City Paid (Optional)
Life Scan Wellness Screen	City Paid (Optional)

* benefit prorated, based on hire date

Fringe B (124 – 125)

Assistant Director of Environmental Services
 Assistant Director of Financial Services
 City Clerk
 City Engineer
 Assistant Director of Parks & Recreation
 Assistant Director of Human Resources
 Assistant Director of Planning & Development Services
 Assistant Director of Sustainable Management
 Assistant Director of Community Services

457 Retirement Plan	3.5% City Match (Optional)
Paid Time Off	5 days (per fiscal year)*
Auto Allowance	\$250 per month (No Take Home Vehicle)
Cell Phone Allowance	\$35 per month (Optional)
Retirement Health Savings Account	\$125 per month City Contribution
Legal Insurance	City Paid (Optional)
Life Scan	City Paid (Optional)

*benefit prorated, based on hire date

CRA Agenda Item #3

CRA Director Contract Amendment to Clarify and Provide Benefits Equal to other Management Employees

Contract CRA Director/ Economic Development Director (Grade 128)

CRA Director: Contractual 50% Funded by CRA	Economic Development Director Pay Grade 128 50% Funded by City
CRA Contract	City Benefits and Executive Benefit Package (Grade 124 & Above)
No Salary Increase: Pay and Class did not provide for executive level increase in pay for positions graded at 124 and above.	No Salary Increase – no increase in lieu of Executive Benefits Package
Paid Time Off: Accrues monthly as per City vacation accrual schedule. CRA contract conflicts with Executive Benefit Package	Paid Time Off: Executives eligible for additional 10 of PTO days. Unused days can be cashed out at the end of the fiscal year.
457 Retirement Plan: Optional self-fund 457 retirement plan	457 Retirement Plan: City matching contribution of 5% of executive's contribution
Auto Allowance: \$4,000 annually	Auto Allowance: \$4,800 annually
Cell Phone Allowance: Not applicable	Cell Phone Allowance: \$35 mo. or city issued cell phone
Retirement Health Savings Account: Not applicable	Retirement Health Savings Account: \$300 monthly
Legal Service: Voluntary	Legal Services: Optional and provided by city
Life Scan Wellness Screening: Not applicable	Life Scan Wellness Screening: Optional and provided by city
Longevity: Not Applicable	Longevity – Eligible after 10 years of service for \$1200 annually



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-2005

Agenda Date: 8/22/2023

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

Presentation regarding the proposed Fiscal Year 2024 Deerfield Beach Community Redevelopment Agency Budget.

Recommended Action

CRA Board to provide direction on the Fiscal Year 2024 Budget

Background/History

Every year in August, the CRA Board meets to consider the CRA Director's proposed budget. This proposed budget is prepared based on direction by the Board from the Mid-Year Accomplishments report and general Board discussion about funding priorities.

Current Activity

The estimated CRA Tax Increment Revenue (TIR) for FY2023-2024 is \$5,774,758 which is a \$812,881 (14%) gain over FY 2022-2023 and the eleventh straight year that the tax base has expanded in the CRA District. When combined with the current ongoing projects and unencumbered TIR the total available funding is \$12,446,554 for FY2024.

CRA fixed costs include agency administration and operations (\$823,684) and debt service (\$1,097,675). Agency overhead includes staff salaries, operating expenses, payment to the City for support services, and insurance. Debt service will continue to be an annual expense for the life of the CRA.

After overhead and debt service are deducted from available funds, \$10,525,195 remains available for programs and projects. The proposed CRA FY 2024 Line Item Budget is attached to this item.

CRA staffing needs vary from year to year based on the nature of the projects being managed. Staffing this year includes the payment of 100% of the CRA Capital Projects Manager and Administrative Coordinator salaries, 50% of the Director of Economic Development Position, and the City Clerk (25%). Positions that work on a part-time basis for the CRA are required to maintain timesheets documenting their contributions to CRA work and the actual amount of hours spent on CRA work is trued up with their City hours at the end of the fiscal year.

Activities that the Board has indicated a desire to fund on an ongoing basis include: Community Policing (\$50,000), Special Events (\$239,000), Public Art (\$50,000) and the Commercial Facade Loan Program (\$200,000).

A new program that the Board has discussed on several occasions and is proposed for funding is the introduction of a community rideshare program. The program is intended to reduce traffic congestion in the CRA by removing vehicles from the roadway and alleviating the unmet demand for parking in the District. While \$300,000 in funding is proposed for this program, additional program design,

policies and funding structure will require additional input from the CRA Board and the businesses within the CRA District prior to implementation.

Funds are budgeted in FY2024 for costs associated with legal representation, ADA compliance, Independent Financial Audit, Annual Report preparation, janitorial services and projects to be determined by the Board.

Construction costs associated with S-Curve Utilities Undergrounding and Streetscape Improvements and the Sawgrass to Seagrass Facility at Sullivan Park are the two capital projects included in the FY2024 Budget, as the S-Curve Utilities and Undergrounding project is currently in progress and will span FY2024 and procurement for the Sawgrass to Seagrass Facility at Sullivan Park is anticipated to begin as early as Q2 of FY2024.

The proposed 4-Year 2025-2028 Capital Improvements Plan (CIP) is also attached to this item. Unlike previous years, this is a 4 year CIP as the CRA is scheduled to sunset in 2029, so no new capital improvement projects are proposed for that year. Projects on the CIP will be updated and re-prioritized based on the CRA Board's input to assist in future annual budget planning and overall project implementation. New projects, if desired by the Board, should be included or more specifically defined for inclusion in the updated CIP. The Board will be asked to approve the updated 2025-2028 CIP at the August 29th meeting along with the final CRA Budget.

Recommendation

Other projects may still be deleted from or included in the budget or re-prioritized in the CIP at the Board's direction.

Board direction is requested to finalize the FY2024 CRA Budget. State statute requires the budget be adopted in August. Therefore, a final budget will be placed on the August 29, 2023 meeting agenda for approval.

***Deerfield Beach Community Redevelopment Agency Fiscal Year 2024 Budget**

OPERATING				
ORG	OBJECT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT
1901500	5521001	REGULAR SALARY	Payment for the following portion of staff salaries (Director of Economic Development 50%, CRA Project Manager 100%, CRA Administrative Coordinator 100%, City Clerk 25%)	\$ 289,575
1901500	5521012	SICK LEAVE CONVERSION PAY	Once a year in December, every full-time 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 days. The payment is calculated using the employee's base hourly rate and not including any additional pay factors	\$ 8,221
1901500	5521101	FICA	The 7.65% FICA rate is composed of two rates; a 6.2% 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	\$ 22,152
1901500	5521204	ICMA PENSION	Estimated by 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%	\$ 23,166
1901500	5522300	INSURANCE SERVICES ALLOCATION	Payment to the general fund for insurances required for staff and the agency	\$ 59,475
1901500	5523927	GENERAL ADMIN CHARGE	Payment to the general fund for the services that are provided to support the CRA Fund	\$ 131,645
1901500	5521003	LONGEVITY	Payment to staff who have greater than 10 years service	\$ 4,300
1909000	5177001	DEBT SERVICE / BOND PRINCIPAL PAYMENT	Principal payment for debt service on Florida Municipal Loan Council Covenant Bonds	\$ 950,000
1909000	5177002	DEBT SERVICE / BOND INTEREST PAYMENT	Interest payment for debt service payments on Florida Municipal Loan Council Covenant Bonds	\$ 140,369
1909000	5177010	DEBT SERVICE / PAYING AGENT FEES	Trustee and Administrative fees for debt service payments on Florida Municipal Loan Council Covenant Bonds	\$ 7,306
1901500	5543602	RENT OF BUILDING/OFFICE	Rent Lease of CRA Office Space (\$150,000) and tenant improvements (\$75,000)	\$ 225,000
1901500	5521006	AUTOMOBILE ALLOWANCE	CRA's portion of the cost of one and a half (1.5) vehicles for use by CRA staff	\$ 6,000
1901500	5521025	CLOTHING ALLOWANCE	Staff clothing	\$ 350
1901500	5523403	CELLULAR PHONE SERVICES	Staff cell phone service	\$ 3,000
1901500	5523513	MINOR TOOLS AND EQUIPMENT	Minor administrative office repairs	\$ 1,000
1901500	5523609	COPIER LEASE	Cost of Toshiba lease and maintenance	\$ 5,000
1901500	5523524	MATERIALS AND MAINTENANCE	Office utilities and maintenance of Sullivan Park	\$ 30,000
1901500	5523509	PROFESSIONAL PUBLICATIONS	Funding for development and management newspapers, trade magazines and books	\$ 100
1901500	5523935	DUES AND MEMBERSHIPS	Annual professional association memberships and Special District Reporting	\$ 1,200
1901500	5523504	OFFICE SUPPLIES	Office supplies as necessary for operations	\$ 1,000
1901500	5523901	TRAVEL AND TRAINING	Mileage reimbursement for CRA Administrative Coordinator (\$4,000), attendance at seminars and meetings	\$ 9,500
1901500	5523902	PRINTING	Printing of brochures, hand-outs and annual report	\$ 500
1901500	5523921	ADVERTISING	Advertising in newspapers	\$ 500
1901500	5526043	OTHER MACH AND EQUIPMENT	Laptop replacement for CRA Staff	\$ 2,000
OPERATING TOTAL				\$ 1,921,359
OTHER CONTRACTUAL (NON CAPITAL)				
ORG	OBJECT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT
1901500	5523216	LANDSCAPING SERVICES	Small landscaping projects within the CRA	\$ 5,000
1901500	5523299	ADA COMPLIANCE SERVICES	Funding for document remediation and ADA compliance	\$ 4,000
1901500	5523009	LEGAL SERVICES	Contractual services provided by the CRA Attorney for legal services	\$ 48,000
1901500	5523101	CUSTODIAL SERVICES	CRA portion of janitorial services contract	\$ 4,842
1901500	5523006	INTERNAL AUDITING SERVICES	Marcum LLP Independent audit of CRA financials as required by statute; based on 4 year contract	\$ 6,700
1901500	5523299	ANNUAL REPORT DESIGN SERVICES	Annual report design as required by statute	\$ 5,000
1901500	5523299	OTHER PROFESSIONAL SERVICES AS NEEDED	Other professional services as determined by the CRA Board	\$ 100,000
OTHER CONTRACTUAL TOTAL				\$ 173,542

PROGRAMS				
ORG	OBJECT	ACCOUNT DESCRIPTION	BUDGET DESCRIPTION	AMOUNT
1901500	5213230	COMMUNITY POLICING	Cost of BSO Deputy Detail to provide additional security in the CRA	\$ 50,000
1901500	552XXX	RIDESHARE	Funding for Rideshare Service	\$ 300,000
1901500	5793574	SPECIAL EVENTS	Funding for 4th of July Celebration (\$105,000), December Holiday Celebration (Event \$25,000 and Lighting \$102,000), Greater Pompano, Lighthouse Point and Deerfield Beach Holiday Boat Parade (\$7,000) and other events as determined by the CRA Board	\$ 250,000
1901500	5523595	ART IN PUBLIC PLACES	Public art projects, programs and events	\$ 50,000
1901500	5523959	COMMERCIAL FAÇADE LOAN PROGRAM	Funds to partner on façade improvements to storefronts in the CRA District and past year awards	\$ 200,000
PROGRAMS TOTAL				\$ 850,000

CAPITAL PROJECTS				
ORG	OBJECT	ACCOUNT DESCRIPTION	PROJECT/DESCRIPTION	AMOUNT
			S-Curve Utilities Undergrounding and Streetscape Improvements	
1901500	5396311	LIGHTING	Streetscape Construction, Utility Undergrounding	\$ 2,051,025
1901500	5396311	OTHER CONTRACTUAL SERVICES	Construction Administration	\$ 60,000
			Sullivan Park Facility - Phase II of Sullivan Park Expansion	
1901500	5596304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS	Construction	\$ 7,019,308
1901500	5596304	OTHER CONTRACTUAL SERVICES	Design, Permitting and Construction Administration	\$ 371,320
CAPITAL PROJECTS TOTAL				\$ 9,501,653

Fiscal 2024 Projected Budget	
Total Proposed CRA Budget	\$ 12,446,554
Projected Fiscal Year 2024 Tax Increment Revenue	\$ 5,774,758
ESTIMATED Fiscal 2023 Carryover	\$ 6,671,796
Total Available Tax Increment Revenue Funds	\$ 12,446,554

***PROPOSED FY 2024 BUDGET AUGUST 22, 2023**

City of Deerfield Beach CRA Four-Year Capital Improvements Plan (CIP) FY 2025-2028*

*Proposed 8/22/2023

ACQUISITION/REDEVELOPMENT							
	Total Cost	FY 2025	FY 2026	FY2027	FY2028	FY2029	4 Year Total
				\$ -	\$ -	\$ -	\$ -
ACQUISITION/REDEVELOPMENT TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PARKING IMPROVEMENTS							
		FY 2025	FY 2026	FY2027	FY2028	FY2029	4 Year Total
Main Beach Parking Lot		\$ -	\$ -	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000
Cove Shopping Center Parking Garage		\$ -	\$ 5,000,000	\$ -		\$ -	\$ 5,000,000
PARKING TOTAL	\$ 9,000,000	\$ -	\$ 5,000,000	\$ 4,000,000	\$ -	\$ -	\$ 9,000,000

PARK IMPROVEMENTS							
		FY 2025	FY 2026	FY2027	FY2028	FY2029	4 Year Total
			\$ -	\$ -	\$ -	\$ -	\$ -
Ocean Way Public Facility Redevelopment		\$ -	\$ -		\$ 3,000,000	\$ -	\$ 3,000,000
PARK TOTAL	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -	\$ 3,000,000

OVERALL TOTALS	\$ 12,000,000	\$ -	\$ 5,000,000	\$ 4,000,000	\$ 3,000,000	\$ -	\$ 12,000,000
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City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1971

Agenda Date: 8/22/2023

Status: Board/Administration
Comments

In Control: Community Redevelopment
Agency (CRA)

Title
Monthly Change Order Report

Recommended Action

This item is for informational purposes only.

Background/History

CRA Resolution 2011-11 allows the CRA Director the ability to undertake expenditures of limited amounts so as to improve the efficiency of the CRA.

The CRA Director may authorize change orders to existing contracts previously approved by the CRA Board not to exceed \$25,000 and conditioned upon the availability of budgeted contingency funds specific to the project in an amount not to exceed 10% of the original contract amount.

Additionally, as per Resolution CRA 2011-11, any change orders approved by the CRA Director are reported on a monthly basis to the CRA Board for all construction projects.

Recommendation

No Action Required.

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

3/31/2023

As per CRA Resolution 2011-011

Change Orders

Date	Project	Expenditure Description	Amount
3/30/2023	Ocean Way Bollard Project	Miller Electric Company-Change Order #1: Cost associated with replacing EV charger breakers not included in original project scope.	\$572

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

4/30/2023

As per CRA Resolution 2011-011

Change Orders

Date	Project	Expenditure Description	Amount
4/21/2023	Island Mobility Improvements	Magnum Construction Management-Change Order #6: Cost associated regarding portion of sidewalk to meet ADA Compliance standards	\$1,516

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

5/30/2023

As per CRA Resolution 2011-011

Change Orders

Date	Project	Expenditure Description	Amount
5/5/2023	Ocean Way Bollards	Miller Electric Company-Change Order #2: Cost associated with restoration of electrical panel and irrigation pipe relocation.	\$19,963

Deerfield Beach
Community Redevelopment Agency
Monthly Change Order Report
6/30/2023
As per CRA Resolution 2011-011
Change Orders

Date	Project	Expenditure Description	Amount
6/28/2023	Ocean Way Bollards	Miller Electric Company-Change Order#4: Cost associated with additional irrigation	\$11,148

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

7/31/2023

As per CRA Resolution 2011-011

Change Orders

Date	Project	Expenditure Description	Amount
7/3/2023	Ocean Way Bollards	Miller Electric Company-Change Order #5: Cost associated with graphic wrap for Electrical Panel	\$1,422
7/3/2023	Ocean Way Bollards	Miller Electric Company-Change Order #6: Cost associated with graphic wraps for (2) Electrical Panels	\$3,986.00

Deerfield Beach
Community Redevelopment Agency
Monthly Change Order Report
8/31/2023
As per CRA Resolution 2011-011
Change Orders

Date	Project	Expenditure Description	Amount
8/4/2023	Ocean Way Bollards	Miller Electric Company-Change Order #7-Cost associated with rubber landscape replacement	\$8,500