



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

Regular Meeting Community Redevelopment Agency

Tuesday, October 8, 2024

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: August 27, 2024

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

October 8, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link

<https://deerfield-beach.zoom.us/j/81803126695?pwd=KEBJ2QJHI7OAys5yfTEaKM1GYtnen2.1>

Join Zoom Meeting via telephone by dialing

Call-in Number: (305) 224-1968

Meeting ID: 818 0312 6695#

Participant ID: #

Passcode: 893369#

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 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the CRA regular meeting schedule for fiscal year 2025; providing for an effective date.**
Suggested Action: CRA Board to vote on Resolution
Attachment: FY25 Meeting Schedule
2. **CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Commercial Facade Improvement Program Funding Agreement for Amante Italian Restaurant, LLC (d/b/a Amantes Italian Cuisine & Bob's Pizza) in an amount not to exceed \$100,000.00; waiving certain program guidelines; authorizing execution of the Agreement; authorizing a budget transfer within the CRA Fund in the amount of \$13,900.00 from the infrastructure and capital improvement account to the commercial facade loan account; and providing for an effective date. (*Funds from Account #190-1500-552-39-59 - Commercial Facade Improvements & #190-1500-559-63-04 - Infrastructure and Capital Improvements*)**
Suggested Action: CRA Board to vote on Resolution
Attachment: Amantes Italian Cuisine & Bob's Pizza
3. **CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a Memorandum of Understanding ("MOU") with the New World Aquarium, Inc., an affiliated entity of the Museum of Discovery and Science, Inc., ("MODS") for consulting and exhibit design services related to the Marine Science Center at Sullivan Park; authorizing execution of the MOU with MODS in an amount not to exceed \$700,000.00 for a one-year term, with the option to extend the MOU for an additional six months; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; providing for implementation and an effective date. (*Funds from Account #190-1500-559-6304 - Programming Consulting Contracts*)**
Suggested Action: CRA Board to vote on Resolution
Attachment: MODS MOU
4. **CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving and authorizing execution of a settlement agreement with Florida Power & Light Company related to the S-Curve Undergrounding Project delays; and providing for an effective date.**
Suggested Action: CRA Board to vote on Resolution
Attachment: Florida Power & Light Company

5. Discussion regarding the BSO hourly rate increase and the impact on CRA Community Policing detail for FY25.

Suggested Action: Direction from CRA Board regarding the Community Policing Program

Attachment: CRA Community Policing

6. Freebee Rideshare monthly report.

Suggested Action:

Attachment: Freebee

BOARD/ADMINISTRATION COMMENTS

PUBLIC INPUT

ADJOURNMENT

NEXT MEETING

Tuesday, November 12, 2024

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, August 27, 2024

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. Michael Hudak
Mr. Bernie Parness - *via Zoom*
Mr. Ben Preston
Chair Bill Ganz

Also Present:

City Manager David Santucci
Assistant City Attorney Debra Reese
City Clerk Heather Montemayor

Excused Absence:

Vice Chair Todd Drosky

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - August 20, 2024

MOTION was made by Mr. Preston, seconded by Mr. Hudak, to approve the August 20, 2024 minutes as submitted.
Voice Vote:

Yeas: 4 - Mr. Hudak, Mr. Parness, Mr. Preston, and Chair Ganz
Nays: 0

APPROVAL OF AGENDA

August 27, 2024

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

Yeas: 4 - Mr. Hudak, Mr. Parness, Mr. Preston, and Chair Ganz
Nays: 0

APPROVAL OF AGENDA

MOTION was made by Mr. Preston, seconded by Mr. Hudak, to excuse Vice Chair Drosky's absence. Voice Vote:

Yeas: 4 - Mr. Hudak, Mr. Parness, Mr. Preston, and Chair Ganz
Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2024/009 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the Fiscal Year 2025 Budget; adopting the Capital Improvements Plan for Fiscal Years 2026-2029; providing for implementation and an effective date.**

The Resolution was read by title only.

Kris Mory, Community Redevelopment Agency Director, provided a brief overview of the item, which was discussed at lengths on August 20th.

Chair Ganz opened the public hearing.

The following individuals commented on Item 1:

1. Dan Herz, 330 SE 19th Avenue, Deerfield Beach.
2. Paula Cook, 62 Centennial Court, Deerfield Beach.
3. Dave March, 523 SE 12th Avenue, Deerfield Beach.
4. Karen Shelly, 190 Durham D, Deerfield Beach.
5. Greg Havlusch, 907 SE 13th Court (s/b Street), Deerfield Beach.

Chair Ganz closed the public hearing. Thereafter, he entertained questions/comments/concerns posed by the public. Further, in discussions with Ms. Mory, he advised that he wants Freebee expanded in Deerfield Beach, before it moves into the Town of Hillsboro Beach. He also asked Ms. Mory to put money aside for the advertisement of Beach Rides during special events.

In response to Mr. Parness' comment, Chair Ganz stated that polling the businesses would be tough to quantify; nonetheless, Freebee ridership numbers are the key factor of the program.

MOTION was made by Mr. Hudak, seconded by Mr. Preston, to approve Item 1, adopted Resolution 2024/009. Roll Call:

Yeas: 4 - Mr. Hudak, Mr. Parness, Mr. Preston, and Chair Ganz
Nays: 0

ADMINISTRATION COMMENTS

Kris Mory, Community Redevelopment Agency Director, asked if the newly provided CRA update is sufficient.

Mr. Hudak stated that he will not be in attendance for the September 10th meeting.

Chair Ganz said the update is adequate, but asked that the beach patrols be provided in the CRA update.

PUBLIC COMMENT

There were no comments from the public.

BOARD COMMENTS

There were no board comments.

ADJOURNMENT

MOTION was made by Mr. Parness, seconded by Mr. Hudak, to adjourn the meeting at 7:25 p.m. Voice Vote:

Yeas: 4 - Mr. Hudak, Mr. Parness, Mr. Preston, and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk



Community Redevelopment Agency Meeting - October 8, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Tuesday, October 8, 2024, 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 October 8, 2024, 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 October 8, 2024 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 October 8, 2024.

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

<https://deerfield-beach.zoom.us/j/81803126695?pwd=KEBJ2QJHI7OAys5yfTEaKM1GYtnen2.1>

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: (305) 224-1968, Meeting ID: 818 0312 6695#, Participant ID: #, Password: 893369#

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” which is located at the bottom of the screen under the “reactions” 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. 2024-486

Agenda Date: 9/10/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the CRA regular meeting schedule for fiscal year 2025; providing for an effective date.

Recommended Action

CRA Board to vote on Resolution

Background/History

The CRA Board meets monthly on the second Tuesday of the month.

Current Activity

The following changes have been made to the tentative meeting schedule:

The January 14, 2025 meeting time has been changed from 7:00 p.m. to 6:00 p.m. Due to the municipal election, the March 11, 2025 meeting has been changed to Wednesday, March 12, 2025, at 7:00 p.m., and the July 8th meeting is scheduled as an optional meeting and can be canceled the month before, if the Board determines the meeting is not necessary. Should the Board desire to meet in July, the time has been changed from 7:00 p.m. to 6:00 p.m.

In the month of August, the Board meets twice in order to address requirements regarding the approval of the annual budget. The schedule is approved and published annually to conform to statutory requirements and to inform the public of Community Redevelopment Agency activities for the next year. This item has no budgetary impact.

Recommendation

Approval.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), ADOPTING THE CRA REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2025; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CRA staff recommends approving the CRA regular meeting schedule for Fiscal Year 2024/2025, attached as Exhibit “A”; and

WHEREAS, the CRA Board desires to approve the CRA meeting schedule for Fiscal Year 2024/2025, attached as Exhibit “A.”

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

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

Section 2. The CRA Regular Meeting Schedule for Fiscal Year 2024/2025, attached as Exhibit “A,” is hereby approved.

Section 3. The appropriate CRA officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK



Listed below is the schedule for regular meetings of the Deerfield Beach Community Redevelopment Agency for Fiscal Year **2025**. All meetings will be held at City Hall, 150 NE 2nd Avenue, Deerfield Beach, FL 33441.

Meeting Date

Tuesday October 8, 2024	7:00 PM
Tuesday November 12, 2024	7:00 PM
Tuesday December 10, 2024	7:00 PM
Tuesday January 14, 2025	6:00 PM
Tuesday February 11, 2025	7:00 PM
Wednesday March 12, 2025	7:00 PM
Tuesday April 8, 2025	7:00 PM
Tuesday May 13, 2025	7:00 PM
Tuesday June 10, 2025	7:00 PM
Tuesday July 8, 2025*	6:00 PM
Tuesday August 12, 2025	7:00 PM
Tuesday August 26, 2025	7:00 PM
Tuesday September 9, 2025	7:00 PM
Tuesday October 14, 2025	7:00 PM

Any person wishing to appeal any decision made by the Community Redevelopment Agency 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. 189.417). 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. For further information regarding the Community Redevelopment Agency, call (954) 480-4262.

*Optional meeting to be held at the discretion of the CRA Board



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-481

Agenda Date: 9/10/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Commercial Facade Improvement Program Funding Agreement for Amante Italian Restaurant, LLC (d/b/a Amantes Italian Cuisine & Bob's Pizza) in an amount not to exceed \$100,000.00; waiving certain program guidelines; authorizing execution of the Agreement; authorizing a budget transfer within the CRA Fund in the amount of \$13,900.00 from the infrastructure and capital improvement account to the commercial facade loan account; and providing for an effective date. (*Funds from Account #190-1500-552-39-59 - Commercial Facade Improvements & #190-1500-559-63-04 - Infrastructure and Capital Improvements*)

Recommended Action

CRA Board to approve Resolution

Fiscal Impact

Costs: \$100,000

Account Name: Commercial Facade Improvements

Account Number: 190-1500-552-39-59

Secondary Account Name: Infrastructure and Capital Improvements

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

Background/History

Since 1975, Amante's Italian Cuisine & Bob's Pizza has been a staple in the popular S-Curve business district and in the City of Deerfield Beach. This family-owned business has been specializing in authentic Italian dishes being served in a cozy and inviting atmosphere for the past 50 years, just feet from the beach.

Current Activity

Amante Italian Restaurant, LLC, (the "Owner"), recently purchased the property located at 2009 NE 2nd Street, with the intention of relocating and expanding their business to this location. Formerly the location of BurgerFi/Coco Yogurt, the property has been vacant since 2019 and fallen into disrepair.

To enhance the property's appearance in preparation for opening and celebrating the 50th year anniversary of the business, the Owner is seeking \$100,000 in commercial facade grant funding. The grant will be used to improve the property's exterior, including painting, signage, landscaping, and structural repairs. These upgrades will contribute to the overall revitalization of the area and create a more inviting atmosphere for businesses and residents alike.

Due to the dilapidated state of the property upon purchase, the Owner was required to rectify outstanding code and safety violations prior to submitting an application for Commercial Facade Loan funding. Because of this special circumstance, the Board is asked to approve a waiver of the rule

prohibiting applicants from starting improvements before their application is approved.

Recommendation

The Board is asked to approve the commercial facade application for Amantes Italian Restaurant LLC for an amount not to exceed \$100,000.

CRA RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM FUNDING AGREEMENT FOR AMANTE ITALIAN RESTAURANT, LLC (D/B/A AMANTES ITALIAN CUISINE & BOB’S PIZZA) IN AN AMOUNT NOT TO EXCEED \$100,000.00; WAIVING CERTAIN PROGRAM GUIDELINES; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING A BUDGET TRANSFER WITHIN THE CRA FUND IN THE AMOUNT OF \$13,900.00 FROM THE INFRASTRUCTURE AND CAPITAL IMPROVEMENT ACCOUNT TO THE COMMERCIAL FAÇADE LOAN ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, since 1975, Amante’s Italian Cuisine & Bob’s Pizza has been a staple in the popular S-Curve business district in the City of Deerfield Beach; and

WHEREAS, Amante Italian Restaurant, LLC d/b/a Amantes Italian Cuisine & Bob’s Pizza, (“Amante”) recently purchased the property located at 2009 NE 2nd Street (the “Property”), with the intention of relocating and expanding its business to the new location; and

WHEREAS, the Property was formerly the location of BurgerFi/Coco Yogurt, and has been vacant since 2019; and

WHEREAS, since 2019, the Property has fallen into disrepair, and due to the dilapidated state of the Property at the time of purchase, Amante was required to rectify outstanding code and safety violations prior to submitting an application for funding under the CRA’s Commercial Façade Program (the “Program”); and

WHEREAS, Amante has proposed to make significant improvements to the Property’s exterior, including but not limited to exterior painting, signage, landscaping, and structural repairs (collectively, the “Improvements”); and

WHEREAS, Amante has applied to the CRA for \$100,000.00 in Commercial Façade Improvement Program funding (the “Grant”) to complete the Improvements, and the application includes Amante’s agreement that funding should be directly received by Amante and that a lien may be placed against the underlying property; and

WHEREAS, the Commercial Façade Program Guidelines expressly state that no improvements are to begin prior to the CRA Board approval; however, due to the requirement to cure all violations against the Property, and the considerable investment that Amante is making, the CRA Board is being asked to waive the specified Program Guideline; and

WHEREAS, CRA staff recommends the CRA Board waive the specified Program Guidelines regarding Improvements commencing prior to Grant approval, approve and authorize execution of a funding agreement with Amante, attached as Exhibit “1,” for the Grant in an amount not to exceed \$100,000.00 (the “Agreement”), and authorize a budget transfer in the amount of \$13,900.00 from the Infrastructure and Capital Improvement Account No. 1901500-5596304 line item to the Commercial Façade Loan account (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 Board hereby waives the specified Program Guideline regarding Improvements commencing prior to Grant approval for the Grant. The CRA hereby approves the Grant to Amante.

Section 3. The CRA Board hereby approves the Agreement with Amante, attached as Exhibit “1,” for the Grant in an amount not to exceed \$100,000.00.

Section 4. The CRA Director is hereby authorized to execute the Agreement with Amante, attached as Exhibit “1,” for the Grant in an amount not to exceed \$100,000.00, 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 5. The CRA Board hereby authorizes the Budget Transfer in the amount of \$13,900.00 to fund the Grant.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

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

This Agreement (“Agreement”) is entered into by and between the City of Deerfield Beach Community Redevelopment Agency (the “CRA”) and Amante Italian Restaurant, LLC (the “Business Owner”) as follows:

WITNESSETH:

WHEREAS, the Business Owner wishes to participate in the CRA commercial façade improvement program (the “Program”); and

WHEREAS, the Business Owner owns the business known as Amantes Italian Cuisine & Bob’s Pizza, to be located at the property more particularly described on the attached Exhibit “A” (the “Property”); and

WHEREAS, the Business Owner has certified to the CRA that the owner of the Property has authorized Business Owner to enter into this Agreement and make the commitments set forth herein and to bind the Property and Business Owner as indicated in this Agreement; and

WHEREAS, the Business Owner has applied to the CRA for \$100,000.00 in Program funds to make significant upgrades to the façade of the Property, including signage, structural repairs, exterior painting, landscaping, and irrigation, as further described in the Business Owner’s application to the CRA (collectively, the “Project”); and

WHEREAS, the CRA is willing to provide a maximum of \$100,000.00 of commercial façade improvement funds (the “Funds”) for the Project pursuant to the terms and conditions of this Agreement.

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

Section 1. The above representations are true and correct and are made a binding part of this Agreement as if fully set forth herein.

Section 2. The CRA shall provide a maximum of \$100,000.00 of Program funds for the Project, payable in conjunction with the completion of each of the proposed improvements, provided that the Business Owner: (a) provides at least a 50/50 match as required by the Commercial Façade Improvements Program Funding Guidelines (the “Funding Guidelines”), attached as Exhibit “B” and (b) complies with the provisions of this Agreement. The Funds will be provided as a reimbursement once the Project is complete. The Funds shall be provided to the Business Owner as a reimbursement upon completion of the activities and upon receipt of documentation that said improvements have successfully passed a final building inspection or the equivalent thereof and upon demonstration of “release of liens” from contractors and

sub-contractors and such other assurances required by the CRA that there are no existing or threatened claims by contractors, subcontractors, laborers or suppliers.

Section 3. The Business Owner agrees to be bound by the Funding Guidelines and recognizes that the CRA's contribution shall under no circumstances be in excess of \$100,000.00. Any Project costs that exceed the specified sums contained herein shall be the sole responsibility of the Business Owner.

Section 4. The Business Owner represents and certifies to the CRA that the owner of the Property, Amante Italian Restaurant, LLC (the "Property Owner") has authorized Business Owner to enter into this Agreement and make the commitments set forth herein and to bind the Property and Business Owner.

Section 5. The Business Owner understands and agrees that in exchange for the Funds, a lien will be placed on the Property, which lien shall be for a period of five (5) years. The Business Owner and the Property Owner shall cooperate and execute any documents necessary to record said lien. The lien shall provide that the Business Owner and Property Owner shall be jointly and severally liable for repayment of the Funds based upon a pro-rata monthly basis should the Business or Property be sold to anyone other than the Business Owner, or foreclosed prior to the expiration of the five (5) year period. Upon the expiration of the five (5) year period, the CRA shall issue a satisfaction of lien, provided that the Business Owner complies with the Funding Guidelines and the Property has not been assigned, transferred, sold, conveyed, or leased to anyone other than the Business Owner. In the event the CRA finds the Business Owner non-compliant with the Funding Guidelines at any time during the five (5) year period (except for the Guidelines regarding commencing work prior to CRA Board approval, which has been waived by the CRA), the CRA shall give Business Owner notice of said violation and thirty (30) days to cure. If Business Owner does not cure said violation(s), Business Owner shall repay the Funds to the CRA and CRA shall be authorized to take all actions necessary to enforce this Agreement, including legal action to recover the Funds.

Section 6. Full execution of this Agreement shall be deemed a "Notice to Proceed" for the Business Owner to commence the Project, subject to applicable permitting and governmental approvals.

Section 7. The CRA shall be the final judge as to whether the façade improvements are deemed to be complete, whether they are in accordance with the submitted rendering and any and all architectural/permit plans and all other matters related to completion of the Project. By virtue of receipt of funds, Business Owner hereby understands and agrees that the CRA has complete discretion in this regard.

Section 8. The Funding Guidelines as described in Exhibit "B" are hereby made a binding part of this Agreement. Should any portion of the Funding Guidelines conflict with the terms of this Agreement, this Agreement shall control.

Section 9. Should the CRA be required to expend attorney's time or costs to enforce this Agreement, the Business Owner shall be responsible to reimburse the CRA for said fees and costs.

Section 10. This is solely a grant agreement. The CRA shall have no responsibility or liability for the work performed and shall not be liable for any damages, whether direct or consequential, resulting from the work performed hereunder. The CRA shall not be a party or third party to any construction contracts related to the Project.

Section 11. The Business Owner shall permit the CRA to place a commercial façade program sign on the Property in close proximity to the improved façade for a period of 6 months after the completion of the improvements. The CRA shall bear all costs associated with the construction and placement of this sign.

Section 12. This is the full agreement between the parties and no provision hereof may be amended except by written agreement between the parties.

Section 13. This Agreement shall become effective immediately upon execution by the last party who affixes their signature hereto.

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

Witnesses:

**CITY OF DEERFIELD BEACH
COMMUNITY REDEVELOPMENT
AGENCY**

By: _____
KRIS MORY, EXECUTIVE DIRECTOR

Date: _____

ATTEST:

HEATHER MONTEMAYOR, CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CRA ATTORNEY

AMANTE ITALIAN RESTAURANT, LLC

WITNESSES:

By: _____

Print Name and Title

Print Name

Print Name

EXHIBIT “A”
THE PROPERTY

Legal Description: OCEAN VUE 3-34 B W 90 OF LOTS 16 & 17 TOG WITH LOT 18 BLK 5

Site Address: 2009 NE 2nd Street, Deerfield Beach, FL 33441

BCPA Parcel Id: 4843 05 02 0460

**EXHIBIT “B”
DEERFIELD BEACH
COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE FUNDING PROGRAM
FUNDING GUIDELINES**

- ELIGIBILITY CRITERIA
- APPLICATION
- CHECKLIST

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

For any questions, contact:

City of Deerfield Beach

Community Redevelopment Agency

Kris Mory, Economic Development Director

150 NE 2nd Avenue

Deerfield Beach, FL 33441 (954) 480-4262 kmory@deerfield-beach.com

FUNDING:

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

CRITERIA: (Threshold criteria that all applicants must meet)

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

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

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

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

CALCULATION OF MAXIMUM FUNDING AMOUNT

1st Floor \$200 per lineal foot of building frontage

Top Floor \$150 per lineal foot of building frontage (if improvement required)

Additional Floors \$50 per lineal foot of building frontage (if being improved)

ELIGIBLE EXPENSES:

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

PLEASE ATTACH THE FOLLOWING TO THE APPLICATION:

1. Copy of Deed/Proof of Ownership.
2. Estimates/quotes/bids for all costs associated with the project from a licensed architect, engineer or contractor ("Sweat equity" hours will not be credited).
3. Complete, written description of all rehabilitation work planned (typed or printed).
4. Detailed concept drawings of improvements prepared by a registered architect, landscape architect or engineer including measured and labeled elevations clearly indicating building height and lineal feet of building frontage.
5. Evidence (such as a letter from your banker) of available private funds to pay for the rehabilitation. The Commercial Façade Program is a reimbursement program in which funds are paid to owners after receipts have been given to the city showing that all contractors and subcontractors have been paid in full.
6. Proof of insurance coverage (Please ask your insurance agent for the Accord Form).
7. Anticipated time frame for improvements.

APPLICATION PROCESS:

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

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

Kris Mory
Community Redevelopment Agency
City of Deerfield Beach 150 NE 2nd Avenue
Deerfield Beach, FL 33441

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

REIMBURSEMENT PROCESS:

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



COMMUNITY REDEVELOPMENT AGENCY

COMMERCIAL FAÇADE FUNDING PROGRAM

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

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

For any questions, contact:

**City of Deerfield Beach
Community Redevelopment Agency
Kris Mory, Director
150 NE 2nd Avenue
Deerfield Beach, FL 33441
(954)480-4262T
atemple@deerfield-beach.com**

FUNDING:

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

CRITERIA: (Threshold criteria that all applicants must meet)

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

CALCULATION OF MAXIMUM FUNDING AMOUNT

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

ELIGIBLE EXPENSES:

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

PLEASE ATTACH THE FOLLOWING TO THE APPLICATION:

- ✓1. Copy of Deed/Proof of Ownership
- ✓2. Estimates/quotes/bids for all costs associated with the project from a licensed architect, engineer or contractor ("Sweat equity" hours will not be credited).
- ✓3. Complete, written description of all rehabilitation work planned (typed or printed).
- ④ Detailed concept drawings of improvements prepared by a registered architect, landscape architect or engineer including measured and labeled elevations clearly indicating building height and lineal feet of building frontage.
- ✓5. Evidence (such as a letter from your banker) of available private funds to pay for the rehabilitation. The Commercial Façade Program is a reimbursement program in which funds are paid to owners after receipts have been given to the city showing that all contractors and subcontractors have been paid in full.
- ✓6. Proof of insurance coverage (Please ask your insurance agent for the Accord Form).
- ✓7. Anticipated time frame for improvements.

APPLICATION PROCESS:

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

1. Completed application packets are to be submitted to the CRA. Mail or hand deliver the application with all attachments to:
Kris Mory
Community Redevelopment Agency
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441
2. CRA Staff will review application for consistency with CRA Plan and Program Criteria.
3. CRA design committee will review and rank completed applications.
4. Award of funding is subject to approval by the Deerfield Beach Community Redevelopment Agency (CRA) Board.

REIMBURSEMENT PROCESS:

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

DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY

COMMERCIAL FAÇADE PROGRAM

APPLICATION
(PLEASE TYPE OR PRINT)

Applicant's Name: Annante Italian Restaurant LLC.
Phone: 561 441 5593.
Mailing Address: 1432 SE 8th ST
Deerfield Bch, FL 33441
Property Address: 2009 NE 2nd ST
Deerfield Bch, FL 33441.
Business Name: Bob's Italian Restaurant INC.

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

Improve landscape outdoor patio

(Please see next page for additional site documentation required)

Total Cost of Project: \$1,144,025.00
CRA Funds Requested: \$100,000.00

ADDITIONAL SITE DOCUMENTATION REQUIRED

Please attach the following:

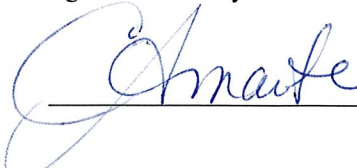
- ☒ All detailed exterior building elevations, height and scale element.
- ☒ Color sample specifying exterior surface treatment.
- _____ Landscape plan (if applicable)-Show location, type and size of planting.
- _____ Color photographs of subject site features and adjacent properties and buildings.

For signage, attach the following:

- _____ Dimensions, lettering style and sizes, materials and mounting details.
- _____ Color samples and colors noted on drawings
- _____ Lighting details including type, intensity and mounting specifications
- _____ Building elevations for all wall signs-illustrating dimensioned location of sign.
- _____ Survey showing location of free-standing sign. Landscape drawings must also be provided indicating size, type and location of material for all free-standing signs.
- _____ Photos of signs on abutting and subject properties.

Please Read: By signing below, I acknowledge that I have read and understand the instructions associated with this program. I understand that if I fail to abide by the instructions, my application may be disqualified. I further acknowledge that I understand that funding for the Commercial Facade Program is limited. As such, there is a risk that even if my application meets all requirements, I may not be approved for funding in this fiscal year.

Signature & Date



END OF APPLICATION

CHECKLIST

Before you submit the application, verify that you have attached/completed each of the following. Incomplete applications will not be considered for funding.

- 
_____ Copy of Deed/Proof of Ownership
- 
_____ Estimates/quotes/bids for all costs associated with the project from a licensed architect, engineer or contractor ("Sweat equity" hours will not be credited).
- 
_____ Complete, written description of all rehabilitation work planned (typed or printed).
- 
_____ Additional site documentation requested in application.
- 
_____ Evidence (such as a letter from your banker) of available private funds to pay for the rehabilitation. The Commercial Facade Program is a reimbursement program in which funds are paid to owners after receipts have been given to the city showing that all contractors and subcontractors have been paid in full.
- 
_____ Proof of insurance coverage (Please ask your insurance agent for the Accord Form).
- 
_____ Signature and date on application.

REMEMBER:

Do not begin any improvements prior to CRA Board Approval and building permit issuance.

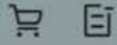
To Whom It May Concern:

My name is Cristina Amante owner of building located at address 2009 NE 2nd street Deerfield Beach FL 33441. I am looking to receive the city grant of the maximum amount of \$100,000.00. Currently I will be spending over \$1,000,000.00 in renovations and improvements in the building and would like to be considered a great candidate to use those city funds to improve the exterior and curb appeal of my building that sits on the corner of the main road of Deerfield beach. I can be reached via email at cristinaa10@gmail.com or by phone 561-441-5593. Thank you and have a great rest of your day.

Shopping List

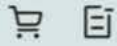
Color Preview Collection

Cloudy Sky
2122-30



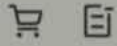
Benjamin Moore Classics Collection

Winter Ice
866



Historical Color Collection

Platinum Gray
HC-179



Williamsburg Color Collection

Powell Gray
CW-665



1 SOUTH ELEVATION
A400
(ALONG N. OCEAN DR.)

SCALE: 1/4"=1'-0"



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THEREIN HEREON ARE PROVIDED IN
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ARCHITECT. NONE OF THIS DESIGN AND
ANY AND ALL INFORMATION PROVIDED ON
THESE DOCUMENTS FOR OTHER THAN THE
SOLE PURPOSE OF THE PROJECT FOR WHICH
THEY WERE PREPARED WITHOUT EXPRESSED
WRITTEN CONSENT OF THE ARCHITECT.
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EQUATION LAW. ONLY COPIES MADE FROM
THE ORIGINAL, THIS DRAWING, AND
REMARKS AND ORIGINAL SPECIFICATIONS
SEAL AND SIGNATURE OF THE ARCHITECT
SHALL BE CONSIDERED VALID COPIES.

**AMANTES
RESTAURANT**
(FACADE RENOVATIONS)
2009 NE 2nd STREET
DEERFIELD BEACH, FL. 33441

07-17-2024

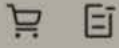
#	REVISIONS	BY
DRAWN BY: YV/AM		CHECKED BY: JF

SOUTH ELEVATION

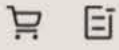
Shopping List

Benjamin Moore Classics Collection

Cape May Cobblestone
1474



White Winged Dove
1457



Williamsburg Color Collection

Powell Gray
CW-665



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A400
SOUTH ELEVATION
(ALONG N. OCEAN DR.)

SCALE: 1/4"=1'-0"



KEY PLAN

6

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4

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DOCUMENTS PROVIDED AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF ARCADE PLANNING INTERIORS. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE, REPRODUCTION, OR DISTRIBUTION OF THESE DOCUMENTS WITHOUT THE WRITTEN CONSENT OF ARCADE PLANNING INTERIORS IS STRICTLY PROHIBITED. A SIGNATURE OF THE ARCHITECT SHALL BE CONSIDERED VOID WITHOUT THIS NOTICE.

AMANTES
RESTAURANT
(FACADE RENOVATIONS)
2009 NE 2nd STREET
DEERFIELD BEACH, FL. 33441

07-17-2024

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SOUTH ELEVATION

SHEET

A401

AMANTES ITALIAN RESTAURANT

2009 NE 2nd St

Deerfield Beach, FL 33441

DESCRIPTION OF WORK

To Whom It May Concern,

Renovation for the exterior of building located at 2009 NE 2nd St Deerfield Beach FL 33441. Please see below items looking to be improved by owners.

1. Landscaping package
2. Irrigation System
3. Hedging
4. Trimming
5. Exterior Paint
6. Fencing
7. Exterior Windows and Doors

Thank you

Owner: Cristina Amante

561-441-5593

Cristinaa10@aol.com

Owners Rep: Justin Angel

561-699-5939

Justin@angelhomesfl.com

Angel Home Builders

Quality Home Builders

11740 SE Shell Ave
Hobe Sound, FL 33455
Phone: (561)922-1919
E: info@angelhomesfl.com

INVOICE

INVOICE: 0212
DATE: 7/25/2024

TO:

Amante Italian Restaurant
Robert and Cristina Amante
2009 NE 2nd St
Deerfield Beach, FL 33414

FOR:

EXTERIOR Site Proposal

DESCRIPTION	UNITS	RATE	AMOUNT
Removal of all dead shrubs/plants/trees/weeds	1	1,125.00	1,125.00
Trim existing landscaping	1	800.00	800.00
Irrigation system – 3 zone	1	4,900.00	4,900.00
New Irrigation panel	1	1,550.00	1,550.00
Landscape Lighting add 45 new ground up-lights	1	12,000	12,000.00
Retaining wall repair and replace	1	16,000.00	16,000.00
Grade new retaining wall section labor	1	2,500.00	2,500.00
Underground bubblers and gutter diverters/drains	1	4,500.00	4,500.00
4 pallets of dark mulch	4	65	260.00
135 – 15 gallon podocarpus	135	125	16,875.00
6 – 6ft Phoenix Sylvestris	6	1,300	7,800.00
55 – Jasmine	55	14.00	770.00
45 – pampers grass	45	24.00	1,080.00
30 – dwarf shrub	30	31.00	930.00
4 – pallets floritam sod	4	250.00	1,000.00
280 linear ft – 6ft pvc fence	280/linear ft	49.00/ft	13,720.00
Exterior Paint – Labor	1	12,000	12,000.00
Exterior Windows/Doors	1	77,000	77,000.00
Signage	2	14,700	14,700.00
Retaining wall Material	1	13,200	13,200.00
TOTAL			202,710.00

Make all checks payable to Angel Home Builders LLC

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

AMANTES ITALIAN RESTAURANT

2009 NE 2nd St

Deerfield Beach, Fl 33441

TIMELINE

To Whom It May Concern,

We anticipated that the project of the exterior of the building shall be completed within 120 days. Please let us know if there is any questions or concerns on the timeframe of the construction.

Thank you

Owner: Cristina Amante

561-441-5593

Cristinaa10@aol.com

Owners Rep: Justin Angel

561-699-5939

Justin@angelhomesfl.com

Prepared by and return to:

Mac Ross, Esq.
Ross Felty, a Real Estate Law Firm
725 N. Hwy A1A, Ste C112
Jupiter, Florida 33477
561-507-0352

File Number: 24-066
Parcel ID #: 4843-05-02-0460

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed is made this 18 day of June, 2024 between LCR 2009 NE 2ND, LLC, a Delaware limited liability company, whose post office address is 111 South Wacker Drive, Suite 3350, Chicago, IL 60606, grantor, and Amante Italian Restaurant, LLC, a Florida limited liability company, whose post office address is 1432 Southeast 8th Street Deerfield Beach, FL 33441, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witneseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

The West 90 feet of Lots 16 and 17, as measured along the South lines of said Lots 16 and 17, together with Lot 18, all in Block 5, of Ocean Vue, according to the map or plat thereof as recorded in Plat Book 3, Page 34, Public Records of Broward County, Florida.

Subject to taxes accruing subsequent to December 31, 2023, and all covenants, conditions, restrictions, easements, reservations and limitations of record, if any, the reference to which shall not operate to reimpose the same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

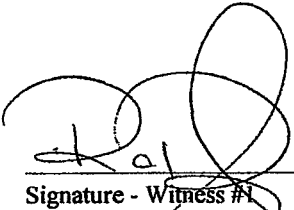
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by through or under grantor, but none other whatsoever.

SPECIAL WARRANTY DEED

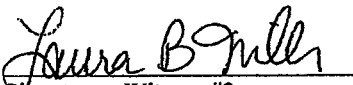
In Witness Whereof, grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

LCR 2009 NE 2ND, LLC,
a Delaware limited liability company


Signature - Witness #1

Robert C. Douglas
Print Name of Witness #1

111 S. Wacker Dr., Ste 3350
Chicago, IL 60606
Address of Witness #1

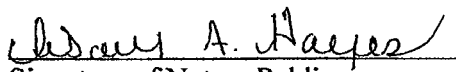

Signature - Witness #2

Laura B. Miller
Print Name of Witness #2

111 S. Wacker Dr., Ste 3350
Chicago IL 60606
Address of Witness #2

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 18th day of June, 2024 by Raymond J. Lewis, as Authorized Signatory of LCR 2009 NE 2ND, LLC, a Delaware limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced _____ as identification.


Signature of Notary Public
Print, Type/Stamp Name of Notary



File No.: 24-066

SPECIAL WARRANTY DEED

Page 2 of 2



August 13, 2024

City of Deerfield Beach
Community Redevelopment Agency
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Re: Amante Italian Restaurant, LLC
2009 NE 2 Street, Deerfield Beach, FL 33441

To Whom It May Concern:

This letter is to advise you that Seacoast Bank, National Association is providing financing to Amante Italian Restaurant LLC for the interior and exterior build out, renovation and rehabilitation of real property located at 2009 NE 2 Street, Deerfield Beach, FL 33441 (the "Property") to be operated as an Italian Restaurant.

The proceeds from the loan to fund the improvements to the Property will be funded based on progress payments for work completed throughout the construction term.

Should you require additional information please don't hesitate to contact the undersigned.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Michelle Malone", with a long horizontal flourish extending to the right.

Michelle Malone, VP
Michelle.Malone@Seacoastbank.com
954.806.4584



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

7/26/2024

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS SISTEND INSURANCE 11555 Heron Bay Blvd Coral Springs Suite 200 FL 33076		PHONE (A/C, No, Ext): 786-220-0090	COMPANY NAME AND ADDRESS First Community Insurance Company P.O. Box 15707 St. Petersburg 33733		NAIC NO: 13990
FAX (A/C, No):		E-MAIL ADDRESS: coi@sistend.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:		SUB CODE:		POLICY TYPE	
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER 09-0410032478-3-00	
NAMED INSURED AND ADDRESS AMANTE ITALIAN RESTAURANT, LLC 1432 SE 8th St Deerfield Beach FL 33441-5826		EFFECTIVE DATE 6/17/2024		EXPIRATION DATE 6/17/2025	CONTINUED UNTIL TERMINATED IF CHECKED ☐
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☒ **BUILDING** OR ☐ **BUSINESS PERSONAL PROPERTY**LOCATION / DESCRIPTION
[See Attached]

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

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

☒ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 1,860,000

DED: 10,000

	YES	NO	N/A		
☐ BUSINESS INCOME ☐ RENTAL VALUE			☒	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	☒			If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE		☒		Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?					
IS DOMESTIC TERRORISM EXCLUDED?					
LIMITED FUNGUS COVERAGE			☒	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)			☒		
REPLACEMENT COST			☒		
AGREED VALUE	☒				
COINSURANCE			☒	If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)			☒	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	☒			If YES, LIMIT: 465,000	DED:
- Demolition Costs		☒		If YES, LIMIT:	DED:
- Incr. Cost of Construction		☒		If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)			☒	If YES, LIMIT:	DED:
FLOOD (If Applicable)			☒	If YES, LIMIT:	DED:
WIND / HAIL INCL ☐ YES ☒ NO Subject to Different Provisions:			☒	If YES, LIMIT:	DED:
NAMED STORM INCL ☐ YES ☒ NO Subject to Different Provisions:			☒	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS			☒		

CANCELLATION

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

ADDITIONAL INTEREST

☐ MORTGAGEE	☐ CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
☐ LENDERS LOSS PAYABLE		
NAME AND ADDRESS		AUTHORIZED REPRESENTATIVE Johan Rodriguez

2009 NE 2ND STREET
DEERFIELD BEACH, FL 33441

Commercial Remodel - Restaurant

PROJECT NAME	PROJECT LOCATION	START DATE	END DATE
Amantes Restaurante	2009 NE 2nd St Deerfield Beach FL	05/13/2024	10/25/2024

PROJECT MANAGER	ESTIMATE PREPARED BY
Justin Angel	Abaco Construction

PROJECT ID	ESTIMATE ID	ESTIMATE DATE
		03/01/2024

BASE PRICE TOTAL
\$1,144,625.00

GROSS PROFIT TOTAL	MARGIN OF PROFIT	TOTAL ESTIMATED EXPENSE
#REF!	#REF!	#REF!

CATEGORY & ITEMS	UNITS	PER	UNIT PRICE	BASE PRICE
PLANNING				\$261,500.00
Admin Fees	1		\$5,000.00	\$5,000.00
Engineering	1		\$20,000.00	\$20,000.00
Financing Costs			\$0.00	\$0.00
Legal	1		\$5,000.00	\$5,000.00
Permit - Building	1		\$20,000.00	\$20,000.00
Permit - Environmental	1		\$2,500.00	\$2,500.00
Permit - Zoning	1		\$2,500.00	\$2,500.00
Plans + Specs/Designer	1		\$200,000.00	\$200,000.00
Review			\$0.00	\$0.00
Survey	1		\$6,500.00	\$6,500.00
				\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
SITE PREP				\$18,900.00
Dumpster / Waste Removal	5		\$850.00	\$4,250.00
Equipment Rental	1		\$5,500.00	\$5,500.00
Lot Clearing			\$0.00	\$0.00
Portable Restroom Facilities	8		\$150.00	\$1,200.00
Scaffolding Rental			\$0.00	\$0.00
Site Security	1		\$700.00	\$700.00
Site Storage			\$0.00	\$0.00
Temporary Heat			\$0.00	\$0.00
Temporary Power/Water	5		\$550.00	\$2,750.00
Tool Rental	1		\$4,500.00	\$4,500.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
EARTHWORK / EXCAVATION				\$16,500.00

Backfill			\$0.00	\$0.00
Compaction			\$0.00	\$0.00
Culverts			\$0.00	\$0.00
Curtain Drains			\$0.00	\$0.00
Cut + Fill			\$0.00	\$0.00
Dirt + Stone Removal			\$0.00	\$0.00
Finish Grading	1		<u>\$3,500.00</u>	\$3,500.00
Foundation - Excavation			\$0.00	\$0.00
Foundation - Footing Drains			\$0.00	\$0.00
Retaining Walls	1		\$5,500.00	\$5,500.00
Rough Grading			\$0.00	\$0.00
Seeding / Sodding			\$0.00	\$0.00
Site Drainage - Additional	1		\$7,500.00	\$7,500.00
Swales				\$0.00
Top Soil			\$0.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
			\$0.00	\$0.00
UTILITIES				\$76,500.00
Electrical - Connection	1		\$5,000.00	\$5,000.00
Electrical - Install	1		\$50,000.00	\$50,000.00
Electrical - Permit	1		\$1,500.00	\$1,500.00
Gas - Connection	1		\$15,000.00	\$15,000.00
Gas - Hookup			\$0.00	\$0.00
Gas - Permit	1		\$1,500.00	\$1,500.00
Oil Tank Install			\$0.00	\$0.00
Sewer - Tap Fees & Hookup			\$0.00	\$0.00
Telecom - Hookup	1		\$1,500.00	\$1,500.00
Telecom - Install			\$0.00	\$0.00
Water - Tap Fees & Hookup	1		\$2,000.00	\$2,000.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
WATER + SEWER				\$20,000.00
High Water Table Dewatering			\$0.00	\$0.00
Perc Test			\$0.00	\$0.00
Plumbing to House			\$0.00	\$0.00
Pressure Tank			\$0.00	\$0.00
Pump			\$0.00	\$0.00
Septic - Design			\$0.00	\$0.00
Septic - Fees			\$0.00	\$0.00
Septic - Inspection			\$0.00	\$0.00
Septic - Permits			\$0.00	\$0.00
Septic - Tie to House			\$0.00	\$0.00
Soil Test			\$0.00	\$0.00
Trenching			\$0.00	\$0.00

Well			\$0.00	\$0.00
Well - Fees			\$0.00	\$0.00
Well - Permits			\$0.00	\$0.00
Grease Trap	1		\$20,000.00	\$20,000.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
FOUNDATION				\$18,600.00
Anchor Bolts			\$0.00	\$0.00
Bulkheads			\$0.00	\$0.00
Crawlspace Vapor Barrier			\$0.00	\$0.00
Crawlspace Vents			\$0.00	\$0.00
Dam Proofing			\$0.00	\$0.00
Exterior Foundation Insulation			\$0.00	\$0.00
Exterior Insulation Coating			\$0.00	\$0.00
Footings			\$0.00	\$0.00
Foundation - Drain Board			\$0.00	\$0.00
Foundation - Walls			\$0.00	\$0.00
Foundation - Windows		1	\$9,200.00	\$9,200.00
Grade Beams			\$0.00	\$0.00
Hold Downs			\$0.00	\$0.00
Pads			\$0.00	\$0.00
Piers			\$0.00	\$0.00
Slab - Basement			\$0.00	\$0.00
Slab - Foundation			\$0.00	\$0.00
Slab - Garage			\$0.00	\$0.00
Slab Insulation			\$0.00	\$0.00
Steel Reinforcing			\$0.00	\$0.00
Stem Walls			\$0.00	\$0.00
Sub-Slab Vapor Barrier			\$0.00	\$0.00
Sump Pump			\$0.00	\$0.00
Waterproofing			\$0.00	\$0.00
Concrete Openings	1		\$9,400.00	\$9,400.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
ROUGH FRAMING				\$107,500.00
Exterior Walls			\$7,500.00	\$7,500.00
Fasteners / Nails / Screws			\$0.00	\$0.00
Floor Framing			\$0.00	\$0.00
Interior Walls	1		\$55,000.00	\$55,000.00
Lally Columns			\$0.00	\$0.00
Plaster / Drywall Prep			\$15,000.00	\$15,000.00
Roof Framing / Trusses			\$7,500.00	\$7,500.00
Rough Stairs			\$0.00	\$0.00
Sheathing			\$8,500.00	\$8,500.00
Sill + Seal			\$0.00	\$0.00
Steel / Wood Carrying Beam			\$0.00	\$0.00

Steel Framing Connectors			\$9,000.00	\$9,000.00
Sub-Fascia			\$0.00	\$0.00
Subflooring			\$0.00	\$0.00
Labor Costs	1		\$5,000.00	\$5,000.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
WINDOWS + DOORS (Exterior)				\$16,000.00
Exterior Door - Frames + Sills	1		\$10,000.00	\$10,000.00
Exterior Door - Hardware			\$0.00	\$0.00
Exterior Door - Prehung			\$0.00	\$0.00
Exterior Door - Slabs			\$0.00	\$0.00
Garage Doors			\$0.00	\$0.00
Membrane + Flashing			\$0.00	\$0.00
Sidelights			\$0.00	\$0.00
Sliding / Hinged Doors			\$0.00	\$0.00
Transoms			\$0.00	\$0.00
Windows	1		\$3,500.00	\$3,500.00
Labor Costs	1		\$2,500.00	\$2,500.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
FINISH - EXTERIOR				\$77,000.00
Foam Sheathing			\$0.00	\$0.00
Weather Barrier			\$0.00	\$0.00
Membrane + Flashing			\$6,500.00	\$6,500.00
Siding			\$10,000.00	\$10,000.00
Veneer	1		\$5,500.00	\$5,500.00
Stucco	1		\$22,000.00	\$22,000.00
Fascia	1		\$7,500.00	\$7,500.00
Soffit			\$2,000.00	\$2,000.00
Frieze			\$0.00	\$0.00
Corner Boards			\$0.00	\$0.00
Water Table			\$0.00	\$0.00
Soffit / Gable Vents			\$0.00	\$0.00
Trim - Windows	1		\$9,500.00	\$9,500.00
Trim - Doors			\$0.00	\$0.00
Trim - Finishing			\$0.00	\$0.00
Stairs			\$0.00	\$0.00
Landing			\$0.00	\$0.00
Paint			\$12,000.00	\$12,000.00
Stain			\$0.00	\$0.00
Caulk	1		\$2,000.00	\$2,000.00
Labor Costs			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00

			\$0.00	\$0.00
			\$0.00	\$0.00
ROOFING				\$70,000.00
Drip Edge			\$0.00	\$0.00
Gutters + Downspouts	1		\$5,000.00	\$5,000.00
Installation / Labor			\$0.00	\$0.00
Membrane + Flashing	1		\$40,000.00	\$40,000.00
Ridge & Roof Vents			\$0.00	\$0.00
Skylights			\$0.00	\$0.00
Underlayment	1		\$25,000.00	\$25,000.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
MASONRY / PAVING				\$46,500.00
Parking Lot	1		\$25,000.00	\$25,000.00
Walkways			\$0.00	\$0.00
Chimneys			\$0.00	\$0.00
Stairs - Exterior			\$0.00	\$0.00
Patios	1		\$10,000.00	\$10,000.00
Fireplaces + Hearths			\$0.00	\$0.00
Parking Curbs	16		\$500.00	\$8,000.00
Parking Lot Painting	1		\$3,500.00	\$3,500.00
			\$0.00	\$0.00
			\$0.00	\$0.00
PORCHES + DECKS				\$17,000.00
Porch - Open			\$0.00	\$0.00
Porch - Screened			\$0.00	\$0.00
Deck - Composite			\$0.00	\$0.00
Deck - Wood			\$0.00	\$0.00
Fencing	1		\$12,500.00	\$12,500.00
Railings	1		\$4,500.00	\$4,500.00
Outdoor Built-Ins			\$0.00	\$0.00
Additional Structures			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
INSULATION + AIR SEALING				\$10,500.00
Air Sealing			\$0.00	\$0.00
Blower Door			\$1,500.00	\$1,500.00
Infrared			\$0.00	\$0.00
Insulation - Basement Interior			\$0.00	\$0.00
Insulation - Crawlspace			\$0.00	\$0.00
Insulation - Foam Board			\$0.00	\$0.00
Insulation - Roof / Attic	1		\$5,500.00	\$5,500.00
Insulation - Spray Foam	1		\$3,500.00	\$3,500.00
Insulation - Wall Cavity			\$0.00	\$0.00

Roof / Eave Baffles			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
PLUMBING				\$52,200.00
Drain	1		\$3,500.00	\$3,500.00
Waste	1		\$4,500.00	\$4,500.00
Vent			\$0.00	\$0.00
Piping - Water Supply			\$0.00	\$0.00
Piping - Gas	1		\$7,500.00	\$7,500.00
Water Heater	2		\$1,500.00	\$3,000.00
Water Treatment			\$0.00	\$0.00
Toilets	5		\$750.00	\$3,750.00
Tubs			\$0.00	\$0.00
Sinks			\$0.00	\$0.00
Showers			\$0.00	\$0.00
Faucets	10		\$225.00	\$2,250.00
Mixing Valves			\$0.00	\$0.00
Shower Heads			\$0.00	\$0.00
Disposal	3		\$900.00	\$2,700.00
Rough Plumbing	1		\$13,000.00	\$13,000.00
Plumbing Tap Out	1		\$12,000.00	\$12,000.00
			\$0.00	\$0.00
			\$0.00	\$0.00
ELECTRICAL				\$62,525.00
Service Panels	3		\$5,000.00	\$15,000.00
Sub-Panels			\$0.00	\$0.00
Rough Wiring	1		\$25,000.00	\$25,000.00
Phone / Cable / Internet Wiring			\$0.00	\$0.00
Lighting Fixtures	1		\$5,000.00	\$5,000.00
Low-Voltage Fixtures	1		\$5,500.00	\$5,500.00
Low-Voltage Transformers			\$0.00	\$0.00
Outlets	55		\$35.00	\$1,925.00
Switches	23		\$25.00	\$575.00
Dimmers	5		\$75.00	\$375.00
Lighting Control System	1		\$3,500.00	\$3,500.00
Doorbell			\$0.00	\$0.00
Smoke + CO2 Alarms	10		\$115.00	\$1,150.00
Intercom System			\$0.00	\$0.00
Security System	1		\$4,500.00	\$4,500.00
Home Theater			\$0.00	\$0.00
Home Entertainment System			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
HVAC				\$25,550.00

Air Handler	3		\$2,500.00	\$7,500.00
Boiler			\$0.00	\$0.00
Central AC			\$0.00	\$0.00
Ductwork	1		\$12,500.00	\$12,500.00
Furnace / Heat Pump			\$0.00	\$0.00
Grilles	12		\$225.00	\$2,700.00
HVAC Controls	3		\$200.00	\$600.00
Piping			\$0.00	\$0.00
Radiators	3		\$750.00	\$2,250.00
Registers			\$0.00	\$0.00
Solar Hot Water			\$0.00	\$0.00
Whole-House Ventilation			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
DRYWALL + PLASTER				\$46,000.00
Walls	1		\$25,000.00	\$25,000.00
Ceilings	1		\$10,000.00	\$10,000.00
Soffits	1		\$3,500.00	\$3,500.00
Decorative Plaster	1		\$7,500.00	\$7,500.00
Labor Costs			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
FINISH - INTERIOR				\$161,200.00
Built-In Cabinets	1		\$55,000.00	\$55,000.00
Built-In Shelving	1		\$15,000.00	\$15,000.00
Ceilings - Function			\$0.00	\$0.00
Ceilings - Decorative			\$0.00	\$0.00
Closet Hardware			\$0.00	\$0.00
Closet Shelving			\$0.00	\$0.00
Flooring - Carpet			\$0.00	\$0.00
Flooring - Tile / Stone Materials	1		\$65,000.00	\$65,000.00
Flooring - Tile / Stone Prep			\$0.00	\$0.00
Flooring - Vinyl			\$0.00	\$0.00
Flooring - Wood			\$0.00	\$0.00
Interior Door - Frames + Thresholds			\$0.00	\$0.00
Interior Door - Hardware			\$0.00	\$0.00
Interior Door - Prehung	8		\$400.00	\$3,200.00
Interior Door - Slabs				\$0.00
Interior Paint	1		\$15,000.00	\$15,000.00
Interior Stain			\$0.00	\$0.00
Paneling	1		\$4,500.00	\$4,500.00
Stairs / Railings / Newels			\$0.00	\$0.00
Wainscoting			\$0.00	\$0.00
Labor Costs	1		\$3,500.00	\$3,500.00

			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
KITCHEN				\$25,000.00
Accessories			\$0.00	\$0.00
Backsplash			\$0.00	\$0.00
Built-Ins	1		\$5,000.00	\$5,000.00
Cabinets	1		\$15,000.00	\$15,000.00
Cabinets - Hardware			\$0.00	\$0.00
Countertops	1		\$5,000.00	\$5,000.00
Shelving			\$0.00	\$0.00
Tile / Stone			\$0.00	\$0.00
Labor Costs			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
BATH				\$15,650.00
Accessories			\$0.00	\$0.00
Backsplash			\$0.00	\$0.00
Built-Ins			\$0.00	\$0.00
Cabinets	3		\$1,500.00	\$4,500.00
Cabinets - Hardware			\$0.00	\$0.00
Countertops	3		\$550.00	\$1,650.00
Medicine Cabinets			\$0.00	\$0.00
Mirrors			\$0.00	\$0.00
Raised Tub Platform			\$0.00	\$0.00
Shelving			\$0.00	\$0.00
Shower Enclosure			\$0.00	\$0.00
Tile / Stone	1		\$5,500.00	\$5,500.00
Tub Enclosure			\$0.00	\$0.00
Labor Costs			\$0.00	\$0.00
Toilets	5		\$800.00	\$4,000.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
APPLIANCES				\$0.00
Cooktop			\$0.00	\$0.00
Deep Freeze			\$0.00	\$0.00
Dishwasher			\$0.00	\$0.00
Microwave Oven			\$0.00	\$0.00
Oven			\$0.00	\$0.00
Range Hood			\$0.00	\$0.00
Refrigerator			\$0.00	\$0.00
Washer + Dryer			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-488

Agenda Date: 10/8/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a Memorandum of Understanding ("MOU") with the New World Aquarium, Inc., an affiliated entity of the Museum of Discovery and Science, Inc., ("MODS") for consulting and exhibit design services related to the Marine Science Center at Sullivan Park; authorizing execution of the MOU with MODS in an amount not to exceed \$700,000.00 for a one-year term, with the option to extend the MOU for an additional six months; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; providing for implementation and an effective date. (Funds from Account #190-1500-559-6304 - Programming Consulting Contracts)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$700,000

Account Name: Programming Consulting Contracts

Account Number: 190-1500-559-6304

Background/History

The Deerfield Beach Community Redevelopment Agency has been steadily working toward the development of a children's marine science museum at Sullivan Park as part of the overall redevelopment plan to activate the CRA District. The Board has guided the project through conceptualization, design, permitting and, in the near future, construction. Throughout this process, CRA staff have been exploring various organizational models for the operation and management of the museum.

Staff consulted with executive directors of other successful not-for-profit organizations (NPOs) to understand what's involved with creating a NPO specifically for the purpose of operating and managing the Sawgrass to Seagrass Center. Creating a NPO would involve a wide range of skills that are beyond the capacity of the CRA or the City of Deerfield Beach, including board of directors formation, specialized science, technology, engineering, art and mathematics (STEAM) knowledge, fundraising, marketing, curriculum development, programming, staffing, and day to day operation and organizational management.

Staff also met with executive directors of other successful children's science museums and toured their facilities, including the Frost Museum (Miami), St. Lucie County Aquarium (St. Lucie), Manatee Bay (Riviera Beach), Cox Science Center (West Palm Beach), Gumbo Limbo and Sugar Sands Park (both in Boca Raton).

This research revealed that none of the other children's science museums in the South Florida region

had the desire or the organizational and financial capacity to operate the Sawgrass to Seagrass Center. However, the meetings did give staff a more detailed understanding and appreciation of how these organizations are staffed, funded and operated.

At the end of May 2024, CRA staff learned that the Museum of Discovery and Science, Inc. (MODS) in Fort Lauderdale was considering the possibility of expanding its physical and programmatic presence outside the downtown area to make it more accessible to kids and their families. CRA and MODS held an introductory meeting to share information on organizational goals and explore the possibility of a partnership that would fulfill MODS's expansion goals while simultaneously meeting the CRA's goal of creating a children's science museum in Sullivan Park.

Over the summer, CRA and MODS continued to meet to further define the roles and responsibilities of each organization in a possible partnership.

Current Activity

The proposed partnership model includes a short and long-term agreement. The proposed short term agreement is a Memorandum of Understanding (MOU) that covers a scope of work that will take place over the next twelve months, which is also the time that it will take to arrive at the substantial completion phase of the facility's construction. The MOU requires MODS to be responsible for collaborating with the CRA to conceptualize and design the interior layout of the building and the exhibits, creating overall interior and exhibit space design documents, overseeing installation of exhibits, collaborating to secure sponsorships to offset the cost of interior build-out and exhibits, and the creation of a business plan and operating budget for museum operations.

The CRA is required to fund and manage the construction of the Sawgrass to Seagrass Center building, coordinate with MODS on design of the building interior and exhibits, collaborate on the creation of a business plan and operating budget, and secure sponsorships to offset interior build out and exhibit costs. Both organizations will collaborate on marketing in the short and long term.

Deliverables from the MOU will include a facility that is completely built out and ready to open to the public as well as a proposed Management Agreement that will be brought to the CRA Board and the City of Deerfield Beach for approval. The Management Agreement will detail roles and responsibilities of all parties for long-term operation and funding of the facility.

A staffing plan documenting the staffing MODS proposes to use on this project is attached as documentation of the \$300,000 professional consulting fee. MODS staff working on the project will include the Executive and Deputy Directors, Director of Education, Director of Exhibits, Director of Marketing and Director of Fundraising, in addition to other MODS staff that regularly collaborate on exhibit and space design and the overall delivery of an award winning museum experience.

MODS will be responsible for contracting with a professional museum exhibit design firm. This highly specialized field of design will be necessary to assist with the conceptualization of the museum experience, create new and innovative educational experiences for visitors, design exhibits and create exhibit design documents to guide the work of specialty fabricators.

The Sawgrass to Seagrass Center is roughly a 5,000 square foot facility. A proposed interior build out budget has been established using a rate of \$500 per square foot, for a total estimated cost of \$2,500,000. From this budget, MODS and the CRA have agreed to budget approximately 16% of the overall budget to the interior design and construction document creation task. This percentage is on the low end of industry standard rates and totals a budget of \$400,000 for this component of the project. MODS regularly works with several specialty designers and contractors and will issue a Request for Qualifications (RFQ) to hire the most highly qualified specialty design firm for this project.

Pursuant to Sec. 38-116(3)(e) of the City of Deerfield Beach Procurement Code (best interest acquisitions), which governs CRA procurements, the CRA may acquire the necessary services without utilizing a sealed competitive method of written quotations method where the CRA Board declares by a majority affirmative vote that the sealed competitive method and written quotations method set forth in Chapter 38 of the Procurement Code (the "Requirements") is not in the best interest of the CRA, and that the waiver of such Requirements will not inure to the financial disadvantage of the CRA.

The enclosed Resolution finds that it is in the best interests of the CRA to waive the Requirements of the Procurement Code with respect to the services, and that said waiver will not inure to the financial disadvantage of the City. The enclosed Resolution also approves and authorizes execution of the MOU with MODS to provide the consulting services (NTE \$300,000) and exhibit design services (NTE \$400,000) to the CRA for an amount not to exceed \$700,000.00, (the "MOU") for a one-year term with the ability to extend the MOU for an additional six months.

Recommendation

Staff recommends approval of this item.

CRA RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE NEW WORLD AQUARIUM, INC., AN AFFILIATED ENTITY OF THE MUSEUM OF DISCOVERY AND SCIENCE, INC., (“MODS”) FOR CONSULTING AND EXHIBIT DESIGN SERVICES RELATED TO THE MARINE SCIENCE CENTER AT SULLIVAN PARK; AUTHOURIZING EXECUTION OF THE MOU WITH MODS IN AN AMOUNT NOT TO EXCEED \$700,000.00 FOR A ONE YEAR TERM, WITH THE OPTION TO EXTEND THE MOU FOR AN ADDITIONAL SIX MONTHS; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN SECTION 38-116 OF THE PROCUREMENT CODE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the CRA desires to establish a new Marine Science Center (the “Center”) at Sullivan Park in Deerfield Beach, Florida, dedicated to public education and awareness of the marine environment; and

WHEREAS, the New World Aquarium, Inc., a Florida non-profit corporation and affiliated entity of the Museum of Discovery and Science, Inc., (“MODS”) has a proven history of developing and operating successful science education centers; and

WHEREAS, the CRA desires to engage MODS in a consulting role to provide its expertise in the design and development of certain aspects of the Center, including the completion of plans for the interior layout of the Center and Exhibits and a business plan for operating the Center (collectively, the “Services”), with the goal of MODS serving as the operator of the Center (subject to further CRA approval); and

WHEREAS, CRA staff also met with executive directors of several other successful children's science museums in South Florida; however, such directors indicated they did not have the desire and/or the financial capacity to operate the Center for the CRA; and

WHEREAS, the CRA and MODS have negotiated a Memorandum of Understanding, attached as Exhibit “A”, for MODS to provide the Services to the CRA for an amount not to exceed \$700,000.00, (the “MOU”) for a one year term with the ability to extend the MOU for an additional six months; and

WHEREAS, pursuant to Sec. 38-116(3)(e) of the City of Deerfield Beach Procurement Code, which governs CRA procurements, the CRA Board may declare by a majority affirmative vote that the sealed competitive method and written quotations method set forth in Chapter 38 of the Procurement Code is not in the best interest of the CRA, and that the waiver of such competitive solicitation processes will not inure to the financial disadvantage of the CRA; and

WHEREAS, based on the foregoing, CRA staff requests that the CRA Board waive the competitive solicitation requirements in Section 38-116 of the Procurement Code (collectively, the “Requirements”) with regard to the Services and award the MOU to MODS; and

WHEREAS, CRA staff recommends approving and authorizing execution of the MOU with MODS, attached as Exhibit “A”; and

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 Board hereby finds that it is in the best interests of the CRA to waive the Requirements of the Procurement Code with respect to the Services, and that said waiver will not inure to the financial disadvantage of the CRA.

Section 3. The CRA Board hereby approves the MOU with MODS, attached as Exhibit “A”, in an amount not to exceed \$700,000.00 for a one year term with the ability to extend the MOU for an additional six months.

Section 4. The CRA Chair and Director are hereby authorized to execute the MOU with MODS, 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 5. The appropriate CRA officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between City of Deerfield Beach Community Redevelopment Agency, a Dependent Special District (the "CRA") and The New World Aquarium, Inc., a Florida non-profit corporation and affiliated entity of The Museum of Discovery and Science, Inc., ("MODS")(collectively, the CRA and MODS are the "Parties", individually each is a "Party").

RECITALS

WHEREAS, the CRA desires to establish a new Marine Science Center (the "Center") at Sullivan Park in Deerfield Beach, Florida, dedicated to public education and awareness of the marine environment; and

WHEREAS, MODS has a proven history of developing and operating successful science education centers; and

WHEREAS, the CRA desires to engage MODS in a consulting role to provide its expertise in the design and development of certain aspects of the Center, including the completion of plans for the interior layout of the Center and Exhibits and a business plan for operating the Center, with the goal of MODS serving as the operator of the Center.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. **Recitals.** The Parties acknowledge and agree that the above recitals are true and correct and are hereby incorporated into this MOU.
2. **Purpose.** This MOU is intended to establish a partnership between the CRA and MODS for the sole and limited purpose of collaboration on, and implementation of, the design of the interior layout of the Exhibits and operation of the Center to be located at Sullivan Park within the City, and the potential for MODS to operate the Center subject to further approval.
3. **Term.** The term of this MOU shall commence on the Effective Date and continue in full force and effect for a period of 12 months, unless earlier terminated for cause as provided herein. The CRA has the option to renew this MOU for one additional six-month term by providing written notice to MODS at least 30 days prior to the expiration of this MOU.
4. **Duties and Responsibilities.** The parties desire to collaborate to design and establish the Center to enhance public education and awareness of marine science and marine and upland environments to visitors of the Center. To meet these goals, the Parties agrees as follows:

4.1 During the term of this MOU, MODS agrees to:

- Provide its expertise in the conceptualization and design of interior layout and exhibits of the Center consistent with the mutually agreed upon budget of \$2.5 Million for interior build-out of the Center, including Center exhibits.
- Contract with an exhibit design firm, in accordance with applicable law, to prepare 100% detailed design drawings for the Center Exhibits and interior layout of the Center.
- Collaborate with the CRA to manage and oversee exhibit(s) construction and installation.
- Develop educational interpretative plan and exhibit experiences for the Center.
- Prepare a business plan for operating the Center, including a staffing plan and operating budget (including addressing visitor admission fees and other revenue streams, and ongoing operational funding) (the “Business Plan”).
- Collaborate to develop a fundraising plan to offset exhibit design and installation costs.
- Develop a marketing plan for the project in collaboration with the CRA.

4.2 During the term of the MOU, CRA agrees to:

- Fund and facilitate the construction of the approximately \$8.1 million Sawgrass to Seagrass Center facility structure (sitework, shell and rough interior).
- Coordinate with MODS to develop a schedule that identifies allocations for interior buildout features contained in the construction contract for the Sawgrass to Seagrass Center at Sullivan Park (the “Facility”) to support the exhibit fabrication.
- Provide input, at MODS request, in connection with MODS establishing a Business Plan and operating budget
- Collaborate to develop a fundraising plan, to offset exhibit design and installation costs.
- Market the project in collaboration with MODS.
- Make payment to MODS in accordance with the compensation section of this MOU.

5. Design and Exhibits.

5.1 During the Term, MODS will consult with the CRA on a monthly basis, or such other frequency agreed to in writing by the Parties, regarding the design of the interior layout of the Center and the Center's interior exhibits. During the term of this MOU, MODS shall deliver a written report to the CRA on a monthly basis detailing the status of the Center Exhibit designs and Business Plan.

5.2 The final design plans for the Center interior layout and the proposed interior Exhibits within the Center will be subject to the approval of both Parties; provided, however, if this MOU is terminated for cause due to an uncured default by MODS (after applicable notice and cure periods), then MODS shall have no approval rights regarding the Center or the Exhibits within the Center.

6. Public Recognition.

6.1 Both Parties shall acknowledge each other's contributions to the Center in all promotional materials and publications involving the Center, as further set forth in the agreed upon Marketing Plan for the Center.

6.2 The anticipated Management Agreement between the Parties for the Center, which shall be subject to further approval, shall include a requirement that MODS will be recognized by name on the exterior of the Center for the duration of the Management Agreement in a form, location, and manner reasonably agreed to by the Parties and subject to the City of Deerfield Beach's applicable signage regulations.

7. Milestones/Deliverables.

7.1 MODS shall complete and deliver to the CRA MODS' proposed Business Plan, including an operating budget, staffing plan and marketing plan, for the Center by no later than January 31, 2025.

7.2 The Parties shall use good faith efforts to negotiate a mutually acceptable management agreement, as referenced in Section 10, by March 31, 2025.

7.3 MODS shall complete and deliver to the CRA the 100% detailed design drawings for the interior layout and Exhibits within the Center no later than August 1, 2025.

8. Compensation. In consideration of MODS's provision of the services to be performed by MODS on behalf of the CRA in accordance with the terms of this MOU (collectively, the "Services"), the CRA shall compensate MODS for all Services to be provided under this MOU in an amount not to exceed \$700,000.00 based upon the summary of cost breakdown set forth below, inclusive of actual expenses MODS or any subcontractor of MODS may incur,:

8.1 Consulting Services. MODS's consulting services under this MOU, including, but not limited to, the completion and delivery of the Business Plan and overseeing and administering the design and installation of the Exhibits at the Center:

\$300,000.00 total, payable in monthly installments of \$25,000.00 each during the term of this MOU for a period not to exceed 12 months.

8.2 Exhibit Design Services. MODS's design services under this MOU, including but not limited to completion and delivery of the 100% detailed design drawings for the interior layout and Exhibits within the Center:

\$400,000.00 total, payable as follows:

- \$100,000.00 (25%) upon MODS execution of a contract with the exhibits design firm and delivery of a copy of such contract to the CRA.
- \$100,000.00 (25%) upon completion and delivery to the CRA of the schematic designs of the proposed Exhibits to be installed within the Center.

- \$100,000.00 (25%) upon completion and delivery to the CRA of the 95% complete construction drawings for the interior layout and proposed Exhibits to be installed within the Center.
- \$100,000.00 (25%) upon final completion, CRA approval and delivery to the CRA of the 100% construction drawings for the interior layout and Exhibits to be installed within the Center.

The CRA shall pay all proper invoices within 30 days of receipt in accordance with this MOU.

9. Termination For Cause. This MOU may be terminated for cause by either Party upon the material default of this MOU by the other Party, which default is not cured within 30 days' written notice of default.

10. Management Agreement. Upon MODS completion and delivery of the required proposed Business Plan for the Center, the Parties agree to work in good faith to negotiate a separate Management Agreement that will detail the operational components of the Center. The Management Agreement is subject the approval of the CRA Board and the City of Deerfield Beach, which approval may be withheld in CRA's and City's discretion.

11. Governing Law. This MOU shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action, whether at law or in equity, shall take place in Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties that in any way arises out of this MOU.

12. Public Records Law. MODS shall comply with Chapter 119, Florida Statutes "Public Records Law, and shall:

- a. Keep and maintain public records required by CRA to perform the services required under this MOU.
- b. Upon request from CRA/City's custodian of public records, MODS shall provide CRA with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. MODS shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU's term and following completion of the MOU if Agency does not transfer the public records to CRA.
- d. Upon completion of the MOU, MODS shall transfer, at no cost to CRA, all public records in possession of MODS or keep and maintain public records required by MODS to perform the services required under the MOU.
- e. If MODS transfers all public records to CRA upon completion of the MOU, MODS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- f. If MODS keeps and maintains public records upon completion of the MOU, CRA shall meet all applicable requirements for retaining public records.
- g. All records stored electronically must be provided to CRA, upon request from CRA/City's custodian of public records, in a format that is compatible with CRA's information technology systems.

IF MODS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MODS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Custodian of Public Records: HEATHER MONTEMAYOR, CITY CLERK

Mailing address: 150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441

Telephone number: 954-480-4213

Email: WEB.CLERK@DEERFIELD-BEACH.COM

13. Assignment. This MOU may not be assigned by MODS except with the prior written consent of the CRA, which may be withheld in the CRA's sole discretion.

14. Indemnification. To the extent permitted by law, MODS agrees to indemnify, defend, and hold harmless, the CRA and the City of Deerfield Beach (the "CITY"), and their respective directors, officers, employees, and agents, from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of MODS, or its respective officials, agents, employees or subcontractors, in MODS's performance of Services pursuant to this Agreement. The CRA and CITY reserve the right, but not the obligation, to participate in defense without relieving MODS of any obligation hereunder. The Parties agree this indemnity obligation shall survive the completion or termination of this MOU. Nothing in this MOU shall be deemed or treated as a waiver by the CRA or CITY of any immunity to which it is entitled by law, including but not limited to the CRA's or CITY'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

MODS shall require all of its subcontractors performing work under this MOU to indemnify the CRA and CITY in the same manner and to the same extent that MODS indemnifies the CRA and CITY in this MOU.

The indemnification, defense and hold harmless obligations set forth in this paragraph shall survive termination of this Agreement and shall be effective for a period commencing on the Effective Date and continuing for a period of ten years from the Effective Date of this MOU.

15. Insurance. MODS shall provide, pay for, and maintain the following insurance for the duration of this MOU:

- a. Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage. The CRA and the CITY are to be included under such policy as additional insured to the extent of liability assumed by MODS, with coverage to be primary and not contributory with any such coverage maintained by the CRA or City. The policy shall contain a severability of interests' provision in favor of the additional insureds.
- b. Automobile Liability covering owned (if any), rented, and non-owned vehicles operated by the Contractor with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.
- c. Workers' Compensation as statutorily required.
- d. MODS shall ensure that all consultants/subcontractors engaged by MODS to perform work under this MOU carry professional liability insurance covering such consultants/subcontractors' negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate. Coverage shall be maintained in effect for a period of two (2) years after the completion date of the applicable scope of services performed by the consultant/subcontractor.

Upon request, MODS shall provide to the CRA certificates of insurance evidencing compliance with the requirements in this Section. The certificates shall show the CRA and CITY as an additional insured on the Commercial General Liability and Automobile Liability policies. Certificates of Insurance along with the Additional Insured endorsement must be submitted for review and approval. All insurers must have an AM Best rating of A-VI or better by the A.M. Best rating company and agree to provide the CRA with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms on all policies. MODS shall submit proof of all required insurance to the CRA before submittal of the first invoice.

16. Dispute Resolution. In recognition of the negative consequences associated with disputes, both in terms of lost time and expense to all parties, the CRA and MODS agree to initially attempt to resolve disputes, claims or other matters in question with direct negotiation between the parties.

If direct negotiation between the parties does not resolve the dispute, claim or other matters in question, the CRA and MODS agree to attempt to resolve these issues by mediation. Request for mediation shall be filed in writing with the other party to this MOU.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a place selected by the CRA within Broward County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

17. Notice. Whenever any notice, demand or consent is required or permitted under this MOU, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested, hand delivery, reputable overnight carrier (e.g. Fed Ex, UPS), or via email to the parties' address listed below:

CRA: Kris Mory, CRA Executive Director
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Copy to: Anthony Soroka, CRA Attorney
2255 Glades Road, Suite 200E
Boca Raton, FL 33431

MODS: Joe Cox
401 Southwest 2nd Street
Fort Lauderdale, FL 33312

18. Compliance with Laws. MODS agrees to comply with all laws, ordinances, rules, and regulations that are applicable to the Services covered by this MODS. MODS shall perform its Services without regard to race, color, national origin, sex, religion, political affiliation or gender, and as otherwise provided by applicable law.

19. Scrutinized Companies. MODS certifies that MODS, and to its knowledge, any of its subcontractors, are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the CRA may immediately terminate this MOU at its sole option if MODS or its subcontractors are found to have submitted a false certification, or if MODS, or its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this MOU.

20. Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, as MODS is a nongovernmental entity, MODS is required to attest that it does not use coercion for labor or services. At the time of execution of this MOU, MODS shall execute and submit the required Non-coercion Affidavit to the CRA.

21. Access to Records and Audit Clause. MODS agrees to permit the CRA to examine at MODS all of MODS's records that are, in any way, related to the Services provided under this MOU, and grants to the CRA the right to audit at MODS any books, documents and papers of MODS pertaining to the Services to be provided under this MOU. MODS shall maintain the records, books, documents and papers associated with this MOU in accordance with the Florida's Public Records Act, and in accordance with the Florida Statutes, as further described in Section 12 above.

22. Modification. No modification of any of the provisions of this MOU shall be binding unless in writing and signed by both parties to this MOU.

23. Severability. If any provision of this MOU is deemed to be invalid or unenforceable, the remainder of this MOU shall be valid and enforceable as though the invalid or unenforceable parts had not been included herein.

MEMORANDUM OF UNDERSTANDING

24. Entire Agreement. This MOU, and all attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement, except for the Management Agreement as described herein, between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this MOU will be of any force and effect.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

The New World Aquarium, Inc.

By: _____
Name: [Name of Authorized Representative]
Title: [Title of Authorized Representative]

The City of Deerfield Beach Community Redevelopment Agency

By: _____
Name: [Name of Authorized Representative]
Title: [Title of Authorized Representative]

Sawgrass to Seagrass Marine Science Center Staffing Plan

The Museum of Discovery and Science (MODS) is presenting a staffing plan that supports the Memorandum of Understanding with the City of Deerfield Beach for the design of the interior layout of the Exhibits and operation of the Sawgrass to Seagrass Marine Science Center (Center) to be located at Sullivan Park.

MODS will be assigning the following team members to our new Deerfield Beach Planning Committee. It is anticipated that there will be a two-hour weekly Deerfield Beach Planning Committee meeting for the full team, with separate hour-long weekly team meetings.

Members of the leadership team will be in additional meetings with the Deerfield Beach team (bios of leadership team members are included below).

Advancement

The Advancement team will be responsible for the development and audience engagement aspects of the project, including collaborating with Deerfield Beach on fundraising (including grants, corporate and foundation philanthropy) and marketing.

- Joe Cox, President & CEO
- Meredith Feder, Deputy Director
- Andi Fuentes, Senior Director of Audience Engagement
- Hillary Winiger, Senior Director of Grants and Government Support

Education & Exhibits

The Education and Exhibits team will be responsible for the development of the educational interpretive plan and exhibit experiences. This includes the creation of exhibit design plans (including any animal husbandry components), and for creating supporting educational material for the Center.

- Andrea Hart, Vice President of Exhibits
- Dane Tullock, Senior Director of Life Science
- Lance Cutrer, Director of Environmental Sustainability
- Aruna Ragbir, Director of STEM Learning
- Ashley Harrison, Director of Public Programs
- Dan Lorbeske, Animal Husbandry Specialist Senior Manager
- Kayla Sanders, Exhibits, Collections & Development Manager
- Sarah Rowley, STEM Learning Manager
- Sarah Cunnann, Early Childhood Manager

Support Services

The Support Services team will be responsible for developing the business plan for operating the Center, including a staffing plan and operating budget (including addressing human resources, visitor admission fees and other revenue streams, and ongoing operational funding). The team is also responsible for developing the Guest Experience of the Center.

- Cathy Nonnenmacher, CFO
- Armando Mena, Vice President of IMAX & Guest Services
- Ilija Nokolovski, Building Superintendent
- Sandy McCarthy, Senior Director of Human Resources
- Hillary Wallace, Senior Director of Special Events
- Megan Speck, Director of Guest Experience
- Gila Mizrachi, Explore Store Manager

Leadership Team Bios

JOSEPH COX, PRESIDENT & CEO

Joe has served as the President and CEO of MODS since February 2018. He has worked in the museum field for over 25 years, serving as the President of the EcoTarium Museum of Science and Nature in Worcester, Massachusetts and as founding Executive Director of the Golisano Children's Museum in Naples, Florida. Joe has a Bachelor's degree in Environmental Science from St. Mary's University in London with a focus on environmental law and paleoquaternary biogeography and completed his Masters in Museum Studies from the University of Leicester. Joe was the recipient of a Smithsonian Fellowship in Museum Practice based at the National Zoo and National Museum of Natural History in Washington, DC. He completed the Getty Museum Leadership Institute at the Getty Center in Los Angeles. Joe is past Chair of the Florida Association of Museums Foundation and is the current President on the national board of the Association of Children's Museums. Joe is dedicated to developing strong community partnerships and is committed to inspiring a passion for science in future generations of visitors to the Museum of Discovery and Science.

MEREDITH FEDER, DEPUTY DIRECTOR

Meredith is a leader in nonprofit management and brings over 20 years of strategic advancement, operational, marketing and communications experience to MODS. Prior to joining the Museum, she was senior director of advancement for Gulliver Schools, overseeing a \$60 million budget at one of the largest private schools in South Florida. Her professional portfolio also includes administrative roles with the Pensacola Museum of Art, the Northwest Florida Ballet and Starlight Children's Foundation. Meredith graduated with a Bachelor of Arts in art history and studio arts from the University of West Florida, a certificate in fine and decorative art appraisal from New York University and a master's in arts administration with an emphasis in nonprofit management from Florida State University. She completed the Getty Museum Leadership Institute at the Getty Center in Los Angeles and is a Certified Fund Raising Executive (CFRE). Meredith was recognized as the Outstanding Fundraising Professional of the Year by the Broward Chapter of the Association of Fundraising Professionals and is the recipient of the 2023 Distinguished Fellows Award by the national Association of Fundraising Professionals.

CATHY NONNENMACHER, VICE PRESIDENT OF FINANCE/CFO

Cathy is responsible for the financial operations and budgeting of the Museum, with oversight of the IMAX Theater, Accounting, Human Resources, Facilities and Operations, including Explore Store and Café. Cathy is the former CFO for the Stamford Center for the Arts/The Palace Theatre in Stamford, CT and Executive Vice President and CFO of Trademark Cinemas Acquisition in Coral Springs. Cathy has an MBA from the University of Connecticut.

ANDREA HART, VICE PRESIDENT OF EXHIBITS

Andrea is responsible for working with the Museum's President & CEO to develop, design, oversee and maintain the Museum's permanent exhibits and outdoor *Science Park* as well as the selection, installation/deinstallation and management of the Museum's rental of national traveling exhibits. Andrea's other responsibilities include working with outside exhibit design and fabrication firms contracted to design, fabricate and install the Museum's new early childhood and resilience exhibits. Her prior experience includes exhibit positions at the Orlando Science Center and Frost Museum of Science. Andrea holds a bachelor's degree in fine art from Stetson University, a master's degree in arts administration from Boston University and masters of language arts in museum studies from Harvard University Extension School.

LANCE CUTRER, DIRECTOR OF ENVIRONMENTAL SUSTAINABILITY

Lance is MODS' first Director of Environmental Sustainability. He is responsible for working with the President & CEO to accomplish the Museum's long term strategic plan regarding environmental sustainability, addressing the issues most relevant to South Florida. Lance is responsible for integrating environmental awareness and understanding into exhibits, outreach and public programs, inspiring dialogue and innovative thinking. He oversees the *Everglades EcoExplorers* internship for 80 high school students and manages the work of the Museum's Environmental Resilience Committee. Lance is a former Lead Naturalist and Interpretive Guide, Senior Education Coordinator at Florida Safari Adventures and LEED Green Associate with the U.S. Green Building Council. Lance has a bachelor's degree in wildlife and fisheries management from Lincoln Memorial University.

ARMANDO MENA, VICE PRESIDENT OF AUTONATION IMAX THEATER & GUEST SERVICE OPERATIONS

Armando has served the theater industry for over 30 years – 27 of which have been dedicated to the Museum of Discovery and Science. Armando began his career as a projectionist before being promoted to certified chief IMAX technician and to his present position as VP of the AutoNation IMAX Theater. During his tenure, Armando has connected MODS with many film distribution companies including IMAX, MacGillivray Freeman Films, Sony, Sinking Ship Entertainment to feature blockbuster films, has implemented innovative technologies to the Theater and directs a division of over 25 employees.

ANDI FUENTES, SR. DIRECTOR OF AUDIENCE ENGAGEMENT

Andi joined the Museum in 2019. She brings more than 18 years of experience handling strategic planning, public relations, marketing, communications, brand management, crisis management and speechwriting in the corporate, nonprofit, educational and government sectors. Most recently, Andi was director of communications for the University of Miami College of Engineering. In prior years, she served in the media and public affairs programs at the White House Office of Global Communications, the U.S. Department of Justice and the Department of Homeland Security. She holds a degree in history and philosophy.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-554

Agenda Date: 10/8/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2024/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving and authorizing execution of a settlement agreement with Florida Power & Light Company related to the S-Curve Undergrounding Project delays; and providing for an effective date.

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: CRA to receive \$35,000.00

Account Name: Lighting

Account Number: 190-1500-539-6311

Background/History

The CRA and Florida Power & Light Company ("FPL") entered into an Underground Facilities Conversion Agreement, dated June 14, 2022, (the "Conversion Agreement") related to the undergrounding of FPL power lines and related equipment in connection with the CRA's S-Curve Undergrounding Project (the "Project").

Current Activity

As a result of delays in the Project related to undergrounding work performed by the Florida Power and Light (FPL) utility, the CRA was charged an additional \$65,000 by the construction contractor for the Project. The CRA previously expressed its frustration with the time it took for FPL to complete its portion of undergrounding work and correspondence was sent to FPL's legal counsel in that regard. Thus, a dispute has arisen between the CRA and FPL concerning the time for completion of the work described in the Conversion Agreement.

The CRA has negotiated a settlement agreement with FPL in an effort to resolve the dispute. Under the terms of the proposed Settlement Agreement, FPL agrees to provide the City the total sum of \$35,000.00 within 45 days of the CRA's approval of the Settlement Agreement, and the CRA agrees to release FPL from all claims related to the Conversion Agreement for any actions or omissions occurring prior to the date of the Settlement Agreement. The enclosed Resolution approves and authorizes execution of the Settlement Agreement with FPL, attached as Exhibit "A".

Recommendation

Staff recommends approval.

CRA RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING AND AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY RELATED TO THE S-CURVE UNDERGROUNDING PROJECT DELAYS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the CRA and Florida Power & Light Company (“FPL”) entered into an Underground Facilities Conversion Agreement, dated June 14, 2022, (the “Conversion Agreement”) related to the undergrounding of FPL power lines and related equipment in connection with the CRA’s S-Curve Undergrounding Project; and

WHEREAS, a dispute has arisen between the CRA and FPL concerning the time for completion of the work described in the Conversion Agreement; and

WHEREAS, while FPL contends that the performance under the Conversion Agreement was timely, in order to avoid incurring additional costs, and without admitting or conceding any liability or damages, FPL has agreed with the CRA to resolve the dispute on the terms and conditions set forth in the negotiated Settlement Agreement, attached as Exhibit “A” (the “Settlement Agreement”); and

WHEREAS, under the terms of the Settlement Agreement, FPL agrees to provide the City the total sum of \$35,000.00 within 45 days of the CRA’s approval of the Settlement Agreement, and the CRA agrees to release FPL from all claims related to the Conversion Agreement for any actions or omissions occurring prior to the date of the Settlement Agreement; and

WHEREAS, CRA staff recommends approving and authorizing execution of the Settlement Agreement with FPL, attached as Exhibit “A”.

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 Board hereby approves the Settlement Agreement with FPL, attached as Exhibit “A”.

Section 3. The CRA Chair and Director are hereby authorized to execute the Settlement Agreement with FPL, 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 appropriate CRA officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

EXHIBIT A

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is entered into between the City of Deerfield Beach Community Redevelopment Agency("Deerfield"), and Florida Power & Light Company ("FPL"). Deerfield and FPL are collectively referred to herein as the "Parties" and may be referred to individually as a "Party."

RECITALS

WHEREAS, the Parties entered into an UNDERGROUND FACILITIES CONVERSION AGREEMENT dated June 14, 2022 that was approved by Deerfield through CRA Resolution 2022/007 ("Conversion Agreement").

WHEREAS, a dispute has arisen between the Parties concerning the time for completion of the work described in the Conversion Agreement.

WHEREAS, while FPL contends that the performance under the Conversion Agreement was timely, in order to avoid incurring additional costs, and without admitting or conceding any liability or damages whatsoever, FPL has agreed to resolve the dispute on the terms and conditions set forth in this Agreement.

WHEREAS, to avoid the continued expense and risk of protracted litigation, the Parties engaged in arms' length settlement negotiations, and have agreed to settle the dispute, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby enter into this Agreement upon the following terms and conditions:

TERMS OF SETTLEMENT

1. **Denial of Liability.** This Agreement shall not be considered to be an admission of any liability. The Parties entering into this Agreement specifically deny any liability and are participating in this Agreement solely to resolve a disputed claim without litigation.

2. **Settlement.** In exchange for execution of this Agreement and the consideration contained herein, FPL agrees pay Deerfield the total sum of Thirty-Five Thousand Dollars and no/100 (\$35,000.00) within 45 days of approval of this Agreement by Deerfield.

3. **Release.** Upon completion of this Agreement, Deerfield hereby releases and discharges FPL, and all of their past, present, and future owners, direct and indirect parents, subsidiaries, managers, members, affiliates, divisions, predecessors, and successors, as well as the respective past, present, and future owners, partners, officers, directors, shareholders, investors, controlling persons, administrators, agents, employees, fiduciaries, trustees, accountants, employees, insurers, reinsurers, attorneys, and representatives in any of those companies as well as their insurers (collectively the "Released Parties") from any and all claims,

actions, causes of action, demands, liabilities, suits, administrative proceedings, damages, payments, charges, obligations, judgments, and cleanup, remediation, removal, environmental, or ecological restoration obligations, whether arising by statute, in contract or tort, at law or in equity, under any theory of liability including those arising from negligence or strict liability, whether presently known or unknown including those that occur or arise in the future, whether seen or unforeseen, whether asserted or unasserted, or recognized by the law of any jurisdiction, relating in any way to the Conversion Agreement for any actions or omissions occurring prior to the date of this Agreement (collectively the "Released Claims").

4. Assumption of Costs and Attorney's Fees. Each Party agrees to bear their own attorney's fees and costs in connection with this matter and hereby waives all such claims for attorney's fees and costs against the other Parties.

5. Only Written Amendments. This Agreement cannot be amended, modified, rescinded or terminated except by a written agreement signed by the Parties.

6. No Presumption Against Drafter. None of the Parties will be considered to be the drafter of this Agreement or any provision of it for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter. This Agreement was reviewed by counsel for each of the Parties.

7. Authorization. Each person executing the Agreement on behalf of a Party represents that such person is duly authorized and empowered to execute the Agreement on behalf of such Party. Deerfield agrees to obtain CRA Board approval at the next available meeting after FPL's execution of this Agreement.

8. No Admissions. Neither this Agreement, nor any of its terms, nor any document, statement, proceeding, any action taken to carry out this Agreement or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Released Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage whatsoever.

9. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of law otherwise applicable to such determination. Jurisdiction and venue for any disputes arising out of or related to the interpretation and enforcement of this Agreement shall be exclusively in the state or federal courts of Broward County, Florida.

10. Jury Waiver. **PLEASE NOTE THE FOLLOWING IMPORTANT WAIVER OF A CONSTITUTIONAL RIGHT:**

THE PARTIES UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION OR DISPUTES ARISING FROM OR RELATING TO THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A

CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND IN FACT DID SO, THAT THIS WAIVER WAS REVIEWED BY THE PARTIES AND THEIR COUNSEL; AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL PARTIES TO THIS AGREEMENT, WITH FULL AWARENESS OF THE CONSEQUENCES OF SUCH WAIVER. IN THE EVENT OF LITIGATION, THIS WAIVER MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

15. Entire Agreement. This Agreement constitutes the entire agreement between and among the Parties and there are no other understandings, representations or agreements, oral or otherwise, concerning the subject matter of this Agreement.

16. Reliance on Own Judgment. In entering into this Agreement, the Parties expressly warrant, represent, and agree that they are not relying on any statement or representation of any other Party that is not expressly set forth herein. The Parties hereto expressly disclaim reliance on any representation or statement not made in this Agreement in deciding to enter into this Agreement. The Parties are each represented by counsel who read and fully advised the Parties on the entire content of this Agreement and the legal consequences of the release contained herein. The Parties further warrant, represent, and agree that they are experienced and knowledgeable in business and litigation matters, that they have freely negotiated and dealt with each other at arm's length, and that each Party, with the advice of counsel, is relying solely on its own judgment in entering into this Agreement.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, fully enforceable counterpart for all purposes hereof, but all of which shall constitute one and the same instrument. For purposes of execution, signatures transmitted by facsimile or other electronic means, including e-mail, shall be deemed original signatures.

AGREED and EXECUTED on the dates shown below:

City of Deerfield Beach Community Redevelopment Agency	Florida Power & Light Company
By: _____ Its: _____	By: <u>John Crawford</u> Its: Project Manager
Date: _____	Date: <u>9/12/24</u>



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-531

Agenda Date: 10/8/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

Discussion regarding the BSO hourly rate increase and the impact on CRA Community Policing detail for FY25.

Recommended Action

Direction from CRA Board regarding the Community Policing Program

Background/History

On August 27th the CRA Board passed the Fiscal Year 2025 CRA Budget that included \$50,000 in funding for the CRA Community Policing program. This program offers an enhanced level of security for projects and areas improved by the CRA. The Deputy Detail was charged at a rate of \$45.00 per hour. At the approved funding level, the program provided +/-1,110 hours of Community Policing in the CRA District.

Over the past few years, the CRA Deputy Detail hours were routinely not filled to the full funding capacity. The assignment was not lucrative for deputies who could make a higher hourly salary working overtime or at higher-paying details like Port Everglades. Approximately \$20,000 of the \$50,000 budgeted for this program remained unexpended at the end of Fiscal Year 2024.

The new hourly rate is likely to result in full use of available hours.

Current Activity

Shortly after the CRA Budget was approved, staff received notification that the Broward Sheriff's Office approved a new pricing structure for hourly BSO Deputies adjusting their hourly rate of pay to \$74.00 per hour. At this new rate, the program would only be able to offer 675 hours of Community Policing.

Staff is requesting Board direction on whether to reduce the number of Community Policing hours of service provided in the CRA District or to increase the program budget to \$82,140 to maintain the current level of service.

Current options include:

1. Monitor the program for the first quarter of the fiscal year and evaluate the level of service and program funding at that time.
2. Reduce service
3. Increase budget.

Recommendation

None.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-534

Agenda Date: 10/8/2024

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title
Freebee Rideshare monthly report.

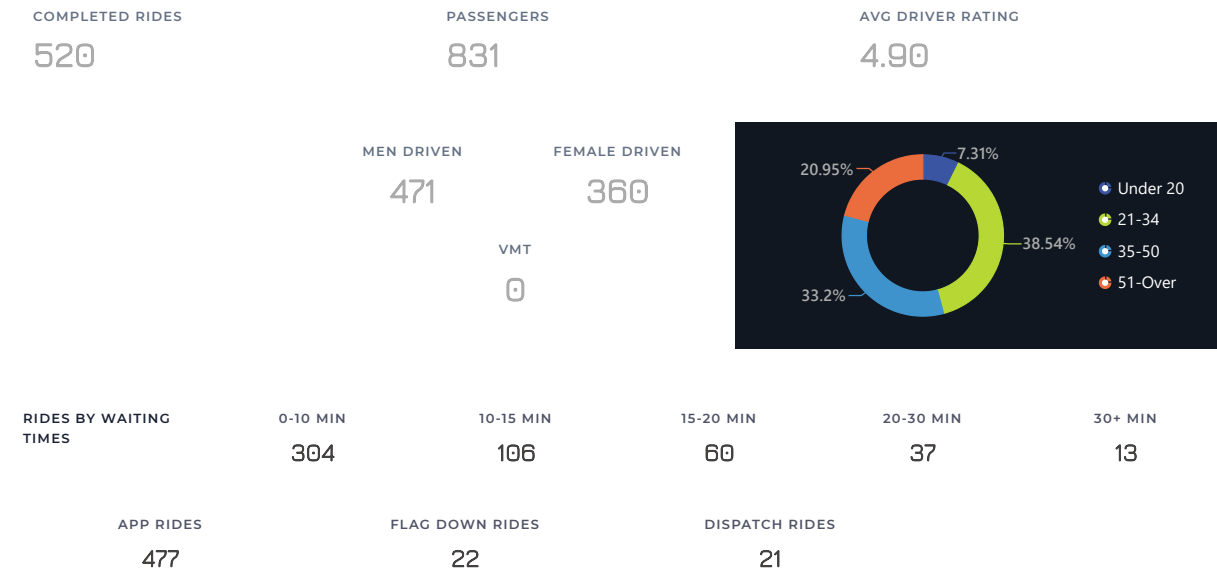


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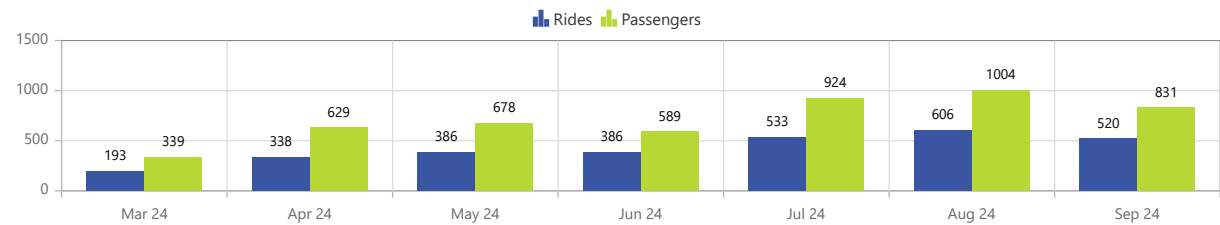
9/1/2024 - 9/30/2024

RUN REPORT

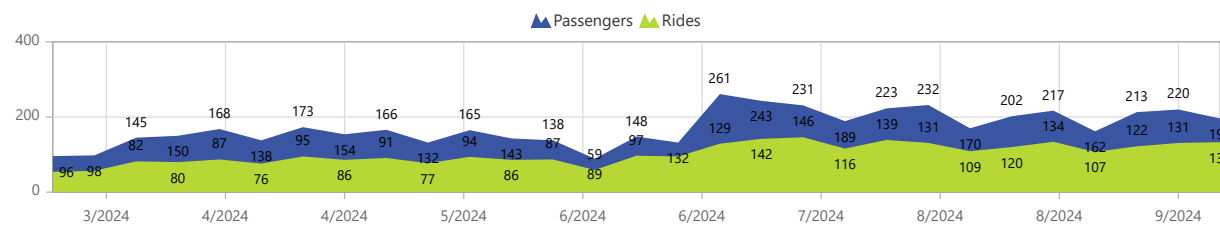
ZONE SUMMARY



Passengers and Rides by Month (YTD)



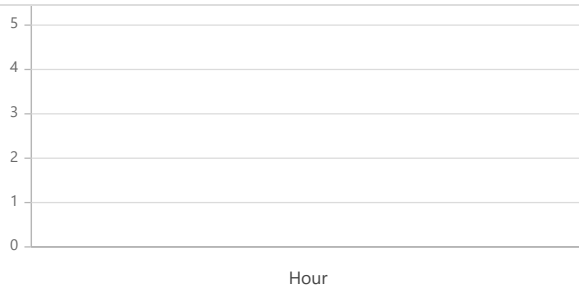
Passengers and Rides by Week (YTD)



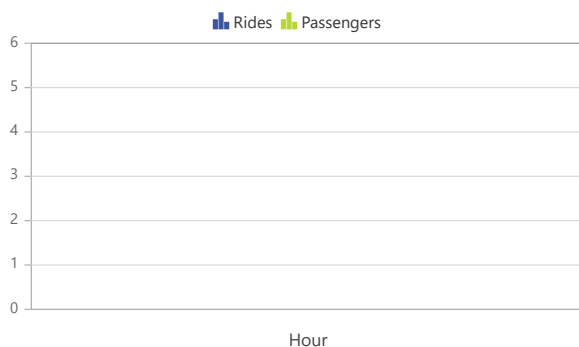
Daily Ridership

Monday

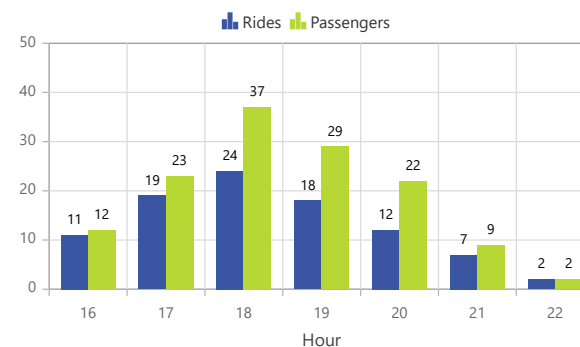
Tuesday



Wednesday

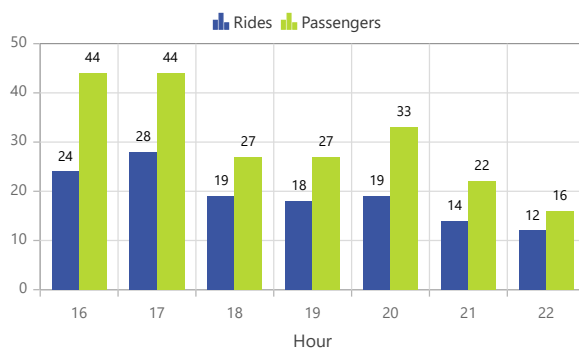


Thursday



Saturday

Friday



Sunday

