



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

Regular Meeting Community Redevelopment Agency

Tuesday, December 14, 2021

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: October 12, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/82411662221?pwd=aEJ2WGVGT3R3ekFudzhoZWdzSGdDUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 824 1166 2221#

Participant ID: #

Passcode: 039200#

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 adhering to social distancing protocols, temperature checks and face covering recommendations:

Attachment: Zoom Instructions

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

December 14, 2021

GENERAL ITEMS

- 1. CRA Resolution 2021/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), authorizing the expenditure of \$302,384.00 for the installation of decorative street lighting for the S-Curve Utility Undergrounding and Streetscape Improvement Project utilizing FPL's Premium Lighting PL-1 Program; authorizing the payment of the street lighting maintenance costs during the one year project warranty period; authorizing the CRA Director to take necessary actions; providing for an effective date. (*Funds from Account #190-8000-559-6311 - Lighting*)**
Suggested Action: CRA Board to vote on Resolution
Attachment: S-Curve Utility Undergrounding and Streetscape Improvement Project
- 2. CRA Resolution 2021/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting an amendment to the CRA Fiscal Year 2022 Budget to increase the special events account by \$25,000.00 to reflect the revenue received from the sale of the Showmobile; providing for implementation and an effective date.**
Suggested Action: CRA Board to vote on Resolution
Attachment: CRA FY22 Budget Amendment
- 3. Discussion and possible action regarding direction for the CRA Director to negotiate an agreement with the Guy Harvey Ocean Foundation to operate the Sawgrass to Seagrass science exploratorium at Sullivan Park.**
Suggested Action: Motion on decision of CRA Board

BOARD/ADMINISTRATION COMMENTS

PUBLIC INPUT

ADJOURNMENT

NEXT MEETING

Tuesday, January 11, 2022

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, October 12, 2021

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: 5 - Mr. Todd Drosky - via Zoom
Mr. Michael Hudak
Mr. Bernie Parness - via Zoom
Vice Chair Ben Preston
Chair Bill Ganz

Also Present: 3 - City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

MOTION was made by Mr. Hudak, seconded by Mr. Parness, to approve the August 24, 2021 minutes as submitted. Voice Vote:

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

Nays: 0

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

October 12, 2021

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

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

Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2021/009 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the CRA regular meeting schedule for FY 2021/2022; providing for an effective date.**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, advised that upon approval, the schedule will be posted to the City's website.

There was no discussion amongst the Board.

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

MOTION was made by Mr. Hudak, seconded by Mr. Parness, to approve Item 1, adopted CRA Resolution 2021/009.
Voice Vote:

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

Nays: 0

- 2. CRA Resolution 2021/010 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting an amendment to the CRA Fiscal Year 2021 Budget to accurately reflect and record the two debt service payment expenditures made by the CRA in fiscal year 2021; providing for implementation and an effective date.**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, explained that city staff and the auditors recommended a change to the debt service payment; whereby, CRA staff had previously transferred the debt service payment from the CRA budget into the City's General Fund. Further, she stated that this recommendation does not change the FY2021 budget.

There was no discussion amongst the Board.

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

MOTION was made by Mr. Hudak, seconded by Mr. Parness, to approve Item 2, adopted CRA Resolution 2021/010.
Roll Call:

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

Nays: 0

- 3. CRA Resolution 2021/011 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), authorizing the sale of the CRA owned showmobile to the City of Deerfield Beach for \$22,500.00; terminating the existing Interlocal Agreement between the CRA and the City of Deerfield Beach for the operation and management of the showmobile; approving a new Interlocal Agreement with the City of Deerfield Beach for the City's staffing and management of special events within the CRA that may include the showmobile; authorizing execution of the Interlocal Agreement; providing for implementation, conflicts and an effective date.**

The Resolution was read by title only.

GENERAL ITEMS - CONTINUED

Mr. Drosky recommended a cost of \$25,000 for the showmobile; whereas, there is a 10% reduction for wear and tear. He explained that the 10% leads to unnecessary scrutiny.

Kris Mory, Director of Economic Development, explained that the CRA purchased the showmobile and mobile stage in 2012 for \$160,000; however, due to the increase in size of the CRA events, it is no longer being utilized. Currently, the CRA and City are in an Interlocal Agreement (ILA) for city use of the showmobile outside of the CRA; therefore, CRA staff is recommending the sale to the City. Ms. Mory said staff was able to find a comparable showmobile that was newer, but because staff was unable to view the showmobile it was decided that the 10% reduction be added. Further, the item also includes an ongoing ILA that will allow the CRA to make an annual payment of \$7,500 to the City for the ongoing management of up to three (3) special events per year, Fourth of July, Ocean Way Holiday, and another.

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

MOTION was made by Mr. Drosky, seconded by Mr. Parness, to approve Item 3 as amended, authorizing the sale of the CRA owned showmobile to the City for \$25,000; adopted CRA Resolution 2021/011. Roll Call:

Prior to roll call, Mr. Hudak spoke in opposition of altering the price of the showmobile, as both parties have agreed to the sale price of \$22,500, which is a fair. Further, he said the CRA has gotten use out of it, and the 10% is warranted because the showmobile does need repairs; therefore, he suggested that it remain at \$22,500.

Vice Chair Preston agreed with Mr. Hudak.

Yeas: 3 - Mr. Drosky, Mr. Parness and Chair Ganz

Nays: 2 - Mr. Hudak and Vice Chair Preston

- 4. CRA Resolution 2021/012 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving and authorizing execution of a job order contract with Shiff Construction & Development, Inc. to construct pier fishing improvements utilizing Sourcewell, Inc. Contract EZIQC #FL-SEA-GC02-041019-SCD in an amount not to exceed \$126,162.91; authorizing a budget transfer within the CRA infrastructure and capital improvements fund from the Sullivan Park Facility Project line item to the fishing pier improvements line item in the amount of \$73,413.00; providing for an effective date. (Funds from Account #190-8000-559-63-04 - Infrastructure and Capital Improvements)**

Resolution was read by title only.

Kris Mory, Director of Economic Development, explained that this item is the contract for construction improvements to the fishing pier. The cost is more than the \$60,000 as originally budgeted for FY22, so it will require a budget transfer. The improvements include, signage, wrapping the garbage cans, fishing brag board and a photo opportunity structure, and IPE trash enclosure, all of which are all marine grade type material. Thereafter, photographs of the improvements were displayed. She explained that all materials will be marine grade type material and the regulatory signs on the railings will be removed and replaced by branded signage that will contain the same information and will be wrapped around the trash cans. Further, she said the sign identifying the world records that have been held, awards achieved by city staff, etc. will be included in this signage package; however, the artistic photographs of fish, to be placed along the railings of the pier, are not part of this contract, but they have been paid for and are currently being installed.

Mr. Parness asked if cutting stations and water can be added to the pier for cleaning fish and cutting bait.

Ms. Mory replied that the CRA can make the improvements outlined in this contract because they are part of the wayfinding, marketing and branding system of the pier; however, regular maintenance and upgrades to the pier must be done by the Department of Parks & Recreation.

GENERAL ITEMS - CONTINUED

Vice Chair Preston advised that there are currently two (2) or three (3) cleaning stations on the pier; nevertheless, he would not object to adding another. Thereafter, he commented on the rod holder no longer being at the pier and suggested adding it back.

Ms. Mory advised that she would notify Parks & Recreation staff about the request for an additional cleaning station and the addition of the rod holder.

Chair Ganz opened the public hearing; however, there was none to speak and the public hearing was closed. Thereafter, he commented on the maintenance of the pier and how it must be monitored regularly.

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to approve Item 4, adopted CRA Resolution 2021/012. Roll Call:

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

Nays: 0

5. CRA Board to select one of two remaining short-listed artists for mural installation at an alternate location. (*Funds from Account #190-8000-552-35-95 - Art in Public Places*)

Chair Ganz explained that Guy Harvey has provided the City with a unique opportunity to have a piece of his artwork installed at the Kirk Cottrell Pavilion and an additional art piece was selected by the Board and installed at a different location near the pavilion; therefore, he suggested tabling this item at this time.

Mr. Drosky agreed, whereby, an artist was selected during the call to artists process; therefore, he agreed with tabling the item or issuing another call to artists.

Vice Chair Preston agreed.

Prior to Chair Ganz passing the gavel, the public hearing was open; however, there was none to speak and the public hearing was closed.

MOTION was made by Chair Ganz, seconded by Mr. Parness, to withdraw the mural installation. Voice Vote:

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

Nays: 0

ADMINISTRATION COMMENTS

There were no comments.

BOARD COMMENTS

There were no comments.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to adjourn the meeting at 7:27 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, CHAIR

Samantha Gillyard, CMC, City Clerk



Community Redevelopment Agency Meeting - October 12, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Tuesday, October 12, 2021, 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 12, 2021, 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 with such attendees adhering to social distancing protocols, temperature checks and face covering recommendations. A copy of the agenda for the October 12, 2021 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 adhering to social distancing protocols, temperature checks and face covering recommendations.
2. **Zoom**
 - a. **Via Zoom Online** - Access to the meeting will begin at 6:45 PM on October 12, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84827870043?pwd=cHZsSG1hZm5QNjg1ZmhEUzA4MGhWUT09>
 - ii. The video camera display feature is disabled for public use
 - b. **Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 848 2787 0043#, Participant ID: #, Password: 967091#

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. **Via Email** - Public comments and documents may be submitted via email to web.clerk@dfb.city. Public comments will be read aloud during the meeting and added to the record. Emails can be submitted prior to the meeting or until the public hearing session is closed.
3. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.
4. **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. 2021-1061

Agenda Date: 12/14/2021

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2021/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), authorizing the expenditure of \$302,384.00 for the installation of decorative street lighting for the S-Curve Utility Undergrounding and Streetscape Improvement Project utilizing FPL's Premium Lighting PL-1 Program; authorizing the payment of the street lighting maintenance costs during the one year project warranty period; authorizing the CRA Director to take necessary actions; providing for an effective date. (Funds from Account #190-8000-559-6311 - Lighting)

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$302,384 (plus one year maintenance at \$776.10/monthly)

Account Name: Lighting

Account Number: 190-8000-559-6311

Background/History

Street lighting is a design element of the S-Curve Utility Undergrounding and Streetscape Improvement Project (the "Project"). CRA staff has been working on the Project design, easement agreements and Project procurement involving multiple contracts. A total of thirty-nine decorative LED streetlights are proposed for the Project. Thirty-five of the streetlights will be turtle friendly amber and four streetlights west of NE 20th Avenue will have white lights. A domed black decorative light fixture, with a design similar to those installed at the Pier and Kirk Cottrell Pavilion, will be mounted on decorative black concrete poles. Other elements of the Project include undergrounding of utilities, new paver sidewalks, landscaping, and lighted pedestrian bollards, which are being procured separately.

Current Activity

The street lighting portion of the Project is proposed to be provided using FPL's Premium Lighting (PL-1) program. The PL-1 program includes lighting installation, lamp replacement, and maintenance of FPL-owned lighting systems. It also includes energy from dusk to dawn each day. In addition to the upfront installation cost, there is a monthly maintenance charge of \$776.10. The CRA is responsible for the upfront capital costs for the installation of the lighting in the amount of \$302,384, and will be responsible for maintenance during the Project warranty period of one year. After this time, the maintenance and utility service costs of the Project will become the responsibility of the City. The term of the PL-1 agreement is 20 years. At the end of this term, the City may elect to negotiate a new lighting agreement based on the tariff in place at that time.

Staff have been advised that FPL will no longer be offering this premium lighting program after

January 1, 2022, so approval of this item is time sensitive to take advantage of the PL-1 Program. This is a budgeted expenditure.

Recommendation

Staff recommends approval of this item.

CRA RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING THE EXPENDITURE OF \$302,384.00 FOR THE INSTALLATION OF DECORATIVE STREET LIGHTING FOR THE S-CURVE UTILITY UNDERGROUNDING AND STREETScape IMPROVEMENT PROJECT UTILIZING FPL'S PREMIUM LIGHTING PL-1 PROGRAM; AUTHORIZING THE PAYMENT OF THE STREET LIGHTING MAINTENANCE COSTS DURING THE ONE YEAR PROJECT WARRANTY PERIOD; AUTHORIZING THE CRA DIRECTOR TO TAKE NECESSARY ACTIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, street lighting is a design element of the S-Curve Utility Undergrounding and Streetscape Improvement Project (the "Project"); and

WHEREAS, the street lighting portion of the Project, which includes the installation of 39 decorative LED street lights, (collectively, the "Street Lighting") is proposed to be provided using Florida Power & Light Company's ("FPL") Premium Lighting ("PL-1") Program; and

WHEREAS, the PL-1 Program includes lighting installation, lamp replacement, and maintenance of FPL-owned lighting systems; and

WHEREAS, the CRA is responsible for the upfront capital costs for the installation of the lighting in the amount of \$302,384.00, and will be responsible for maintenance costs (\$776.10/monthly) during the Project warranty period of one year; and

WHEREAS, after the one-year warranty period, the maintenance and utility service costs of the Project will become the responsibility of the City; and

WHEREAS, CRA staff recommends the CRA Board authorize the expenditure of \$302,384.00 for the installation of the Street Lighting for the Project and payment of the Street Lighting maintenance cost for the one year Project warranty period.

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 authorizes and approves the expenditure of \$302,384.00 for the installation of the Street Lighting for the Project and payment of the Street Lighting maintenance cost for the one year Street Lighting Project warranty period.

Section 3. The CRA Director is hereby authorized to take all actions necessary to effectuate the aims of this Resolution, including but not limited to execution of any required agreements with FPL to effectuate the Street Lighting installation.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, CHAIR

ATTEST:

SAMANTHA GILLYARD, CLERK



FPL Account Number: 47392-53450
 FPL Work Order Number: 11014388

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, CITY OF DEERFIELD BEACH (hereinafter called the Customer), requests on this **22nd** day of **November, 2021**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) V/O 2032 NE 2nd st (S Curve-State Rd A1A), located in Deerfield beach/Broward, Florida.
 (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Rating (in Lumens)	<u>Lights Installed</u>	
	Fixture Type	# Installed
1934	LED Bern 56watt Front	18
1934	LED Bern 56watt Rear	17
6808	LED Bern 58watt	4

Fixture Rating (in Lumens)	<u>Lights Removed</u>	
	Fixture Type	# Removed

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
Black Washington Concrete	39		

(b) Modification to existing facilities other than described above (explain fully): _____

Total work order cost is \$252,808.00

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:
 - a. the addition of premium lighting facilities;
 - b. the removal of premium lighting facilities; and
 - c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$302,384.00 in advance of construction.
12. The monthly Maintenance Charge is \$776.10. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

CITY OF DEERFIELD BEACH
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

By: _____
(Signature)

(Print or type name)

Title: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1067

Agenda Date: 12/14/2021

Status: General Items

In Control: Community Redevelopment Agency (CRA)

Title

CRA Resolution 2021/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting an amendment to the CRA Fiscal Year 2022 Budget to increase the special events account by \$25,000.00 to reflect the revenue received from the sale of the Showmobile; providing for implementation and an effective date.

Recommended Action

CRA Board to vote on Resolution

Fiscal Impact

Costs: \$25,000

Account Name: Special Events

Account Number: 190-8000-579-3574

Background/History

At the October 11, 2021 meeting of the Deerfield Beach CRA, the CRA Board approved the sale of the Showmobile to the City of Deerfield Beach for the amount of \$25,000.

Current Activity

The transaction described above was not anticipated prior to the adoption of the CRA's Fiscal Year 2022 Budget. To effectuate the transaction, the CRA Board is being asked to increase the Special Events account (CRA Line Item 190-8000-579-3574) by \$25,000 to reflect the unanticipated revenue realized by the sale.

Recommendation

The CRA Board is asked to approve this item.

CRA RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), ADOPTING AN AMENDMENT TO THE CRA FISCAL YEAR 2022 BUDGET TO INCREASE THE SPECIAL EVENTS ACCOUNT BY \$25,000.00 TO REFLECT THE REVENUE RECEIVED FROM THE SALE OF THE SHOWMOBILE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Section 163.387, Florida Statutes, requires community redevelopment agencies to adopt their annual budget in accordance with the requirements of Section 189.016, Florida Statutes; and

WHEREAS, Section 189.016, Florida Statutes, provides that the governing body of a special district must adopt a budget by resolution each fiscal year; and

WHEREAS, On October 11, 2021, the City of Deerfield Beach Community Development Agency (“the “CRA”) Board approved the sale of the Showmobile to the City of Deerfield Beach for \$25,000.00 (the “Showmobile Sale”); and

WHEREAS, CRA staff is recommending that the CRA FY 2022 Budget be amended to increase the Special Events account (CRA Line Item 190-8000-579-3574) by \$25,000.00 to reflect the unanticipated revenue realized by the Showmobile Sale, as set forth in the attached Exhibit “A,” (the “Budget Amendment”); and

WHEREAS, Section 189.016(6), Florida Statutes, provides that the governing body may amend the budget at anytime within a fiscal year or within 60 days following the end of the fiscal year; and

WHEREAS, CRA staff and the City’s Finance Department recommend the CRA approve the Budget Amendment, 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 hereby approves the Budget Amendment, attached as Exhibit “A.”

Section 3. The appropriate CRA officials are authorized to do all things necessary to carry out the aims of this Resolution, including all actions required to effectuate the Budget Amendment.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, CHAIR

ATTEST:

SAMANTHA GILLYARD, CLERK

**Community Redevelopment Agency (CRA)
FY22 Budget Amendment**

EXHIBIT A

Account Description	Approved Budget	Budget Amendment	Amended Budget
REVENUES			
1900000 - 3651900 - Sale of Fixed Assets CRA Approved Budget:	\$ -	25,000 9,913,778	\$ 25,000
Total Revenues:		\$ 9,938,778	
EXPENDITURES			
1908000 - 5793574 - Special Events CRA Approved Budget:	\$ 177,000	25,000 9,913,778	\$ 202,000
Total Expenditures:		\$ 9,938,778	



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2021-1066

Agenda Date: 12/14/2021

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

Discussion and possible action regarding direction for the CRA Director to negotiate an agreement with the Guy Harvey Ocean Foundation to operate the Sawgrass to Seagrass science exploratorium at Sullivan Park.

Recommended Action

Motion on decision of CRA Board

Background/History

In April of this year, CRA, City, DBEDC and Broward County staff had the opportunity to host Dr. Guy Harvey and his Guy Harvey Ocean Foundation (GHOF) team for a tour of the Deerfield Beach International Fishing Pier, Kirk Cottrell Pavilion, Sullivan Park and Deerfield Island County Park to showcase Phase 2 of the Sullivan Park project and ongoing efforts to market the area as a nautical destination to attract eco-tourism visitors to the CRA District. It became immediately apparent that the Deerfield Beach CRA's vision for the Sullivan Park Facility and the Guy Harvey Ocean Foundation's mission of marine education programs and scientific research had a great deal in common. The GHOF seeks to advance marine science and scientific research through art, public awareness, early childhood education, and strategic partnerships. The CRA Board had directed staff to design the Sullivan Park Facility to be partially purposed as a marine science exploratorium to expand the experience of children and their families while visiting Sullivan Park and further activate the redevelopment area through attracting outside disposable income to the CRA District. The installation of the two new Guy Harvey Murals at the Kirk Cottrell Pavilion is the first realization of this partnership from an idea that stemmed from the April tour.

Over the past 8 months, CRA staff have continued discussions regarding the two organizations' shared vision. The GHOF has expressed a desire to partner with the CRA and the City to develop the Sawgrass to Seagrass experience at Sullivan Park. In addition to widespread name recognition and world class reputation, the GHOF brings expertise in the area of programming, curriculum development, marketing, outreach, marine sciences networking and fundraising to the table for partnership. The DBCRA's contribution to the partnership is the planned commitment of capital project funding and overall project coordination by CRA staff.

Current Activity

In order to formalize this partnership, the Board is asked to provide additional and more specific direction to the CRA Director regarding the formation of this partnership. Specifically, staff requests CRA Board direction for the CRA Director to negotiate the terms of a partnership for the design, build-out and operation of the Sawgrass to Seagrass Experience at Sullivan Park. If given this directive, the CRA Director will enter into negotiations and bring a proposal back to the CRA Board for consideration.

This item has no fiscal impact at this time.