The City of

Boynton Beach

City Commission Agenda

Tuesday, October 7, 2025, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Rebecca Shelton, Mayor (At Large)
Woodrow L Hay, Vice Mayor (District II)
Angela Cruz, Commissioner (District I)
Thomas Turkin, Commissioner (District III)
Aimee Kelley, Commissioner (District IV)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesus, City Clerk

Mission
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at City of Boynton Beach Commission Meetings

The Agenda:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

Speaking at Commission Meetings:

The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disrupts the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or participate in the City Commission meeting online you have the following options:

1. **Watch the meeting online, but not participate:**

   https://www.boynton-beach.org/748/Watch-City-Commission-Meetings

2. **Watch the meeting online and provide public comment during the meeting:**

   YouTube channel (https://www.youtube.com/@cityofboynton).

   Please click onto the description / more tab under the video player to see:

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

If you are following the agenda and want to speak specifically during the agenda item labeled “Public comments”, you are permitted to start the connectivity process during the item that precedes public comments to ensure that all contributors are in que, screened and ready when that segment of the agenda is presented, or please wait until your topic of concern is being discussed before requesting to join the meeting for public comment.

Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

*Presenters, Consultants, and Subject Matter Experts (SME) may join at any time with prior approval.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

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1. **Openings**

A. Call to Order - Mayor Rebecca Shelton
Roll Call.

Invocation by Pastor Nate Santos, from Living Waters Church.

Pledge of Allegiance to the Flag led by Mayor Rebecca Shelton.

Agenda Approval:
1. Additions, Deletions, Corrections
2. Adoption

2. **Other**

A. Information Items by members of the City Commission.
City Commissioners to disclose any informational items to the public.

3. **Announcements, Community and Special Events And Presentations**

A. City Event Announcements
- Fall Festival- October 11, 2025
- Pirate Fest- October 25, 2025 and October 26, 2025
- Public Engagement Workshop for the City's Comprehensive Plan Update- October 20, 2025

4. **Public Audience**

Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. Speakers will be limited to 3-minute presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).

5. **Administrative**

A. Request for a waiver of appointment requirements for Advisory Boards.
- Barbara Ready is seeking a waiver, for the Historic Resources Preservation Board, for a fourth term and living outside of the City limits.
- Michael Wilson is seeking a waiver, for the Historic Resources Preservation Board, for a fourth term.
- Kristopher Kenny is a current Alternate Member for the Education and Youth Advisory Board, and wants to be a Regular Member. He is seeking a waiver because he lives outside of the City limits.
- Michaella Louis is seeking a waiver, for the Education and Youth Advisory Board, because she lives outside of the City limits.

B. Advisory Board Appointments (Tabled at the July 15, 2025, August 5, 2025, August 19, 2025, September 2, 2025, and September 18, 2025 Meetings).
City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

C. Community Support Funds.
Approve Community Support Fund requests from Commissioner Cruz.

6. **Consent Agenda**

A. Proposed Resolution No. R25-265- Ratifying the Public Emergency Medical Transportation Letter of Agreement with the Agency for Health Care Administration for the General Appropriations Act of State Fiscal Year 2024-2025 in the amount of $344,510.59, and ratifying the Letter of Agreement Amendment extending the Agreement through September 30, 2026.
Staff recommends approval of Proposed Resolution No. R25-265.

B. Proposed Resolution No. R25-266- Approving an Affiliation Agreement between the City and FamilySearch International for library cardholders to use their FamilySearch genealogical database.
Staff recommends approval of Proposed Resolution No. R25-266.

C. Proposed Resolution No. R25-267- Approve an Affiliation Agreement with the American Healthcare Institute, also known as AmHealth, for the Emergency Medical Technician and Paramedic Student Ride Time Program with Boynton Beach Fire Rescue. Proposed Resolution No. R25-268- Authorize the Mayor or City Manager to execute Affiliation Agreements, Participation Agreements, Volunteer Agreements, Internship Agreements, Work Experience Agreements, and other similar agreements between the City and various public and private entities for internships and volunteer opportunities at the City where no fiscal impact applies, on an as-needed basis, subject to approval as to legal sufficiency by the City Attorney's Office.
Staff recommends approval of Proposed Resolution No. R25-267 and Proposed Resolution No. R25-268.

D. Proposed Resolution No. R25-269- Approving the Settlement Agreement and Full and Final General Release in the matter of Roger Salazar v. City of Boynton Beach, et al., totaling $110,000.
Staff recommends approval of Proposed Resolution No. R25-269.

E. Proposed Resolution No. R25-270- Approving City's purchase of 670 Oak Street from Sellers Deborah Canepa and Scott Picardy in the amount of Six Million Eight Hundred Thousand and 00/100 Dollars ($6,800,000) to be used as a public park, and authorizing the City Manager to negotiate the final deed restriction subject to approval of form by the City Attorney. Proposed Resolution No. R25-271- Approve budget amendment for FY2025-26, adjusting the budget appropriations and revenue sources and providing spending authority for various Funds, Operating Departments, and Capital Budgets.
Staff recommends approval of Proposed Resolution No. R25-270 and R25-271.

F. Proposed Resolution No. R25-274- Authorizing the City to apply for the 2024 Community Forestry Capacity Grant offered by the Florida Department of Agriculture and Consumer Services in the amount of $50,000, and if awarded, execute all future documents associated with the grant, subject to the approval of the City Attorney.
Staff recommends approval of Proposed Resolution No. R25-274.

G. Commission Meeting Minutes.
Approve minutes from the August 19, 2025, September 2, 2025, and September 8, 2025 City Commission Meetings and First Budget Hearing.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R25-272- Approve a Piggyback Agreement between the City and Lhoist America of Alabama LLC for the furnishing, delivery, and discharge of Quicklime for an annual expenditure not to exceed $733,700 for Fiscal Year 2025 and $807,070 for Fiscal Year 2026.
Staff recommends approval of Proposed Resolution No. R25-272.

B. Proposed Resolution No. R25-273- Approving a Piggyback Agreement with Unifirst Corporation for Uniforms with Related Products and Services in an amount not to exceed $160,000 annually.
Staff recommends approval of Proposed Resolution No. R25-273.

8. **Public Hearing**

6 P.M. or as soon thereafter as the agenda permits. T he City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. Proposed Ordinance No. 25-023- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions"; and amending Chapter 3 "Zoning," Article IV "Use Regulations," Section 3 "Use Regulations"; to allow accessory residential agricultural uses in R-1-AAB on properties larger than .90 acres; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-023, at second reading.

B. Proposed Ordinance No. 25-019- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 4.61 Acres of Unincorporated Territory Into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-019, at second reading.

C. Proposed Ordinance No. 25-024- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for a parcel of real property by changing the future land use classification from Palm Beach County's Commercial High with an underlying MR-5 (CH/5) to City of Boynton Beach's Low Retail Commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of the Proposed Ordinance No. 25-024, at second reading.

D. Proposed Ordinance No. 25-025- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Bamboo Lane annexation, amending Ordinance No. 02-013 to rezone a parcel of real property generally located east of North Federal Highway, approximately 570 feet south of the intersection of Old Dixie Highway and North Federal Highway, from Palm Beach County's General Commercial (CG) to City of Boynton Beach's Community Commercial District (C-3); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-025 at second reading.

E. Proposed Ordinance No. 25-026- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for a parcel of real property by changing the future land use classification from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Low Density Residential (LDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-026, at second reading.

F. Proposed Ordinance No. 25-027- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Bamboo Lane annexation, amending Ordinance No. 02-013 to rezone a parcel of real property generally located east of North Federal Highway, approximately 570 feet south of the intersection of Old Dixie Highway and North Federal Highway, from Palm Beach County's Multi-Family Residential (RM) to City of Boynton Beach's Two-Family Residential District (R-2); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-027, at Second Reading.

G. Proposed Ordinance No. 25-020- Second Reading, An Ordinance of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 27.97 Acres of Unincorporated Territory into the Corporate Limits of the City pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-020, at second reading.

H. Proposed Ordinance No. 25-028- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for an approximately 27.04 acre parcel of real property by changing the future land use classification from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Low Density Residential (LDR); declaring the proposed amendment to the future land use map to

be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-028, at second reading.

I. Proposed Ordinance No. 25-029- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Palmyra annexation, amending Ordinance No. 02-013 to rezone an approximately 27.04 acre parcel of real property from Palm Beach County's Planned Unit Development (PUD) to City of Boynton Beach's Planned Unit Development (PUD); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-029, at Second reading.

J. Proposed Ordinance No. 25-030- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for an approximately 0.93 acre parcel of real property by changing the future land use classification from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Low Density Residential (LDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-030, at second reading.

K. Proposed Ordinance No. 25-031- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Palmyra annexation, amending Ordinance No. 02-013 to rezone an approximately 0.93 acre parcel of real property from Palm Beach County's Agricultural Residential (AR) to City of Boynton Beach's Single Family Residential District (R-1-AAB); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-031, at second reading.

L. Proposed Ordinance No. 25-022- First Reading, An Ordinance of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 0.36 Acres of Unincorporated Territory Located at 3604 Boynton Beach Boulevard, into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-022, at first reading.

M. Proposed Ordinance No. 25-032- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the Future Land Use Map of the City of Boynton Beach, Florida, for an approximately 0.36 acre parcel of real property located at 3604 Boynton Beach Boulevard, by changing the future land use classification from Palm Beach County's Commercial High with an underlying MR-8 (CH/8) to City of Boynton Beach's Local Retail Commercial (LRC); declaring the proposed amendment to the future land use

map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-032, at first reading.

N. Proposed Ordinance No. 25-033- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Curaleaf Florida LLC annexation, amending ordinance no. 02-013 to rezone approximately 0.36 acres of unincorporated territory located at 3604 Boynton Beach Boulevard, from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-033, at first reading.

9. **City Manager's Report**

10. **Regular Agenda**

A. Conduct annual performance evaluation for Daniel Dugger, City Manager.
Pursuant to the City Manager's appointment agreement, the City Commission will provide the City Manager with a performance evaluation no less than annually. This will be Mr. Dugger's third performance evaluation.

B. Conduct the annual performance evaluation for Shawna Lamb, City Attorney.
Pursuant to the City Attorney's appointment agreement, the City Commission will provide the City Attorney with a performance evaluation no less than annually. This will be Ms. Lamb's third performance evaluation.

11. **Future Agenda Items**

A. Discussion on the process to create a memorial for those impacted by political violence. - **October 21, 2025**
Requested by Commissioner Turkin.

B. Update on the City's Strategic Planning efforts. **- November 4, 2025**
Update requested by Commission Woodrow Hay.

C. Joint City and CRA Workshop- **Saturday, November 8, 2025.**
The City and CRA will be hosting a workshop to discuss the CRA master plan, commercial/industrial land development, and land acquisition planning.

D. Quarterly joint City/CRA coordination meeting - **January 13, 2026**
Requested by City Commission and CRA Board.

E. Discussion regarding creating a beautification board. **- TBD**
Requested by Commissioner Turkin.

F. Discussion regarding Citywide Master Plan to light up the City.- **TBD**
Requested by Commissioner Turkin.

G. Discussion on utility lift station upgrades and odor control - **TBD**
Requested by Vice Mayor Hay.

H. Discussion in regards to an additional area that might be available as a future

cemetery.**- TBD**
Requested by Vice Mayor Hay.

I. Discussion regarding combining City properties together to create senior affordable housing.**- Pending Joint Meeting with the CRA.**
Requested by Vice Mayor Hay.

J. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

K. Discussion regarding the expansion of ShotSpotter south of Boynton Beach Boulevard.**- TBD**
Discussion requested by Commissioner Thomas Turkin.

L. Discussion regarding bulk trash pickup. **- TBD**
Discussion requested by Commissioner Angela Cruz.

M. Discussion regarding requirements to construct required sidewalks and exemptions as outlined in Land Development Regulations, Chapter 4, Article VIII, Section 3 Standards, D Sidewalks. **- TBD**
Requested by Commissioner Cruz.

N. Follow-up report on the State of Florida DOGE request.- **TBD**
Staff will provide an update to the City Commission regarding the State of Florida DOGE request.

O. Discussion regarding having a Legislative Action workshop by the Commission. **- TBD**
Requested by Commissioner Turkin.

12. **<u>Adjournment</u>**

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

The City shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the City. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the City to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the City's web site. Information regarding items added to the agenda after it is published on the City's web site can be obtained from the office of the City Clerk.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

City Event Announcements

Requested Action:

- Fall Festival- October 11, 2025
- Pirate Fest- October 25, 2025 and October 26, 2025
- Public Engagement Workshop for the City's Comprehensive Plan Update- October 20, 2025

Explanation of Request: City staff will present each of their events.

Budgeted Item: Yes

Account Line Item and Description: Each item has different account line items.

Fiscal Impact: These are budgeted events.

Attachments:
Fall Festival 2025 Flyer.png
Comp Plan Workshop Flyer 10.20.25.pdf

FALL FESTIVAL

SATURDAY, OCTOBER 11

3PM - 6PM

CENTENNIAL PARK
120 E. OCEAN AVE.





FREE!!!

FOOD TRUCKS - MUSIC - BOUNCE HOUSES
FACE PAINTERS - GAMES
PUMPKIN GIVEAWAY SPONSORED BY:

Publix
WHERE SHOPPING IS A PLEASURE

CITY OF BOYNTON BEACH
Recreation and Parks



PLANNING TODAY . THRIVING TOMORROW

BOYNTON BEACH 2045 *Workshop*

Join us as we shape the future! This workshop is your opportunity to learn about the Comprehensive Plan Update, share your ideas, and help create a plan that reflects the values of our community.



Monday, 20 October
06.00-08.00 PM

100 E. Ocean Ave
Boynton Beach 33435

Chen Moore & Associates



Visit Our Website
boynton-beach.org/857/Comprehensive-Plan-2045

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Request for a waiver of appointment requirements for Advisory Boards.

Requested Action:

- Barbara Ready is seeking a waiver, for the Historic Resources Preservation Board, for a fourth term and living outside of the City limits.
- Michael Wilson is seeking a waiver, for the Historic Resources Preservation Board, for a fourth term.
- Kristopher Kenny is a current Alternate Member for the Education and Youth Advisory Board, and wants to be a Regular Member. He is seeking a waiver because he lives outside of the City limits.
- Michaella Louis is seeking a waiver, for the Education and Youth Advisory Board, because she lives outside of the City limits.

Explanation of Request:

- Barbara Ready is seeking a waiver, for the Historic Resources Preservation Board, for a fourth term and living outside of the City limits.
- Michael Wilson is seeking a waiver, for the Historic Resources Preservation Board, for a fourth term.
- Kristopher Kenny is a current Alternate Member for the Education and Youth Advisory Board, and wants to be a Regular Member. He is seeking a waiver because he lives outside of the City limits.
- Michaella Louis is seeking a waiver, for the Education and Youth Advisory Board, because she lives outside of the City limits. On her application, she states that she has a business within the City, but it is an online business, not a Brick and Mortar, which is why she filled out the waiver form.

Part II of the City's Code of Ordinances, titled "Advisory Boards and Committees," Chapter 27, Article I "In General," Section 27-2 outlines the specific requirements for selecting, organizing, and qualifying members of boards and committees, as well as their terms. The City Commission recognizes that strictly adhering to these requirements may sometimes limit the City's ability to appoint the most qualified and suitable individuals for these roles. Therefore, the City Commission has determined that it would be beneficial to have limited authority to waive certain requirements, including residency, term limits, and specific qualifications. This waiver authority would enable the City Commission to consider exceptional candidates who could offer valuable expertise, experience, and perspective to the City's boards and committees, even if they do not meet all standard requirements.

Account Line Item and Description: NA

Fiscal Impact: There's no fiscal impact to the budget for this item.

Attachments:
Barbara Ready- HRPB- Waiver of Requirements- Seeking 4th term, lives outside of the city
Michael Wilson- HRPB Waiver of Requirements- Seeking 4th Term.pdf
Kristopher Kenny- E&YAB- Waiver of Requirements- Current Alternate Member- Does not live in the City.pdf
Michaella Louis- E&YAB- Waiver of Requirements- Does not live in the City.pdf

City of Boynton Beach: Advisory Board Waiver of Requirements

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this waiver. If instructions are not followed or the waiver is not completed in its entirety, it will be returned for clarification.

The City Commission has limited authority to waive certain requirements, including residency requirements, term limits, and certain qualification requirements.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City Clerk's office in writing:

Mailing address: P.O. Box 310, Boynton Beach, FL 33425-0310
FAX: (561) 742-6090

Name BARBARA READY Telephone # 5613135185

Address 34001 BAEZ BAY

BOYNTON BCH FL. Zip Code 33436

Date of Birth: 3/4/53 Email: _____

Current occupation or prior occupation: RETIRED FROM BANKING

EMAIL FIVEREADY@AOL.COM EDUCATION AA

Education _____

AA

Are you a registered voter? YES Yes _____ No

Do you reside within the Boynton Beach City limits? _____ Yes NO No

Do you own/manage a business within the City limits: _____ Yes NO No

If yes, name of business _____

Have you ever been convicted of a crime? _____ Yes NO No

If yes, when _____ Where _____

Are you currently serving on a City board? YES Yes _____ No

Have you served on a City board in the past? YES Yes _____No

If so, which board(s) and when?

EDUCATION/YOUTH '96-'98

ART IN PUBLIC PLACES '06-'13

HRPB '11- NOW

Please indicate which advisory board you are seeking appointment.

_____ Arts Commission	XXX Historic Resources Preservation Board
_____ Building Board of Adjustment & Appeals	_____ Library Board
_____ Community Redevelopment Agency Advisory Board	_____ Police Officers' Retirement Trust Fund
_____ Education and Youth Advisory Board	_____ Recreation & Parks Board
_____ Employees' Pension Board	_____ Senior Advisory Board
_____ Firefighters' Pension Trust Fund	

Please indicate what requirement you are requesting to be waived by the City Commission.

XXX Residency

_____ Term Limits – Please provide number of terms already served. _____

_____ Required qualifications

If appointed, are you willing to serve as Chair or Vice Chair? XXX Yes _____No

What personal qualifications do you possess (i.e., professional, previous experience, branch of military service or organization) that you feel would make you a good candidate for this board? Please be specific.

I RESIDED IN CITY LIMITS FROM 1974-2017

TERM LIMITS WERE NOT PREVIOUSLY AN ISSUE

THE FACT THAT THE CITY EVEN HAS AN HISTORIC PRESERVATION ORDINANCE AND PROGRAM IS DUE TO MY EFFORTS

Please list any professional memberships: _____

AFTER MANY YEARS ON THE BOYNTON BEACH HISTORICAL SOCIETY AM NOW HONORED TO SERVE AS ITS PRESIDENT

AFTER TEN YEARS SERVING ON THE BOARD OF THE EAST BOYNTON LITTLE LEAGUE WAS HONORED TO BE MADE A LIFETIME EBLL BOARD MEMBER

SIGNED HERE BECAUSE THE LINE BELOW HAS NO BOX.....BARBARA READY 9/18/25

I hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

Signature:_____Date:9/18/255

City of Boynton Beach: Advisory Board Waiver of Requirements

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this waiver. If instructions are not followed or the waiver is not completed in its entirety, it will be returned for clarification.

The City Commission has limited authority to waive certain requirements, including residency requirements, term limits, and certain qualification requirements.

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Mailing address: P.O. Box 310, Boynton Beach, FL 33425-0310
FAX: (561) 742-6090

Name Michael Wilson Telephone # (561) 260-1296

Address 1224 Isle Ct., Boynton Beach, Fl.

Zip Code 33426

Date of Birth: 02/26/63 Email: landtosea@comcast.net

Current occupation or prior occupation: Corporate Event Photrapher

Education

AS Computer Science

Are you a registered voter? X Yes ____ No

Do you reside within the Boynton Beach City limits? X Yes ____ No

Do you own/manage a business within the City limits: X Yes ____ No

If yes, name of business Land to Sea Photography

Have you ever been convicted of a crime? ____ Yes X No

If yes, when ____ Where ____

Are you currently serving on a City board? X Yes ____ No

C:\Users\StanzioneT\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\5TE4SJ3Z\Advisory Board Waiver.doc

Have you served on a City board in the past? X Yes _____ No

If so, which board(s) and when?

Historic Preservation Resources - Past two terms

Please indicate which advisory board you are seeking appointment.

_____ Arts Commission	X Historic Resources Preservation Board
_____ Building Board of Adjustment & Appeals	_____ Library Board
_____ Community Redevelopment Agency Advisory Board	_____ Police Officers' Retirement Trust Fund
_____ Education and Youth Advisory Board	_____ Recreation & Parks Board
_____ Employees' Pension Board	_____ Senior Advisory Board
_____ Firefighters' Pension Trust Fund	

Please indicate what requirement you are requesting to be waived by the City Commission.

_____ Residency

X Term Limits – Please provide number of terms already served. _____

_____ Required qualifications

If appointed, are you willing to serve as Chair or Vice Chair? X Yes _____ No

What personal qualifications do you possess (i.e., professional, previous experience, branch of military service or organization) that you feel would make you a good candidate for this board? Please be specific.

Long term resident (50 years) with a penchant for local history

Have utilized city archives for research projects

Member of Historical Society of the Palm Beaches

Member of the Boynton Beach Historical Society

Please list any professional memberships: _____

C:\Users\StanzioneT\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\5TE4SJ3Z\Advisory Board Waiver.doc

I hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

Signature: Michael Wilson Date: 09/30/25



City of Boynton Beach: Advisory Board Waiver of Requirements

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this waiver. If instructions are not followed or the waiver is not completed in its entirety, it will be returned for clarification.

The City Commission has limited authority to waive certain requirements, including residency requirements, term limits, and certain qualification requirements.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City Clerk's office in writing:

Mailing address: P.O. Box 310, Boynton Beach, FL 33425-0310
FAX: (561) 742-6090

Name Kristopher Kenny Telephone # 305-962-6040

Address 4505 NW 3rd Drive

Delray Beach, FL Zip Code 33445

Date of Birth: July 13, 2025 Email: KrisrK15@gmail.com

Current occupation or prior occupation: Human Resources Manager @ a nursing college (International College of Health Sciences)

Education B.S. from University of Miami

Are you a registered voter? ✓ Yes ____ No

Do you reside within the Boynton Beach City limits? ____ Yes ✓ No

Do you own/manage a business within the City limits: ✓ Yes ____ No

If yes, name of business International College of Health Sciences

Have you ever been convicted of a crime? ____ Yes X No

If yes, when ____ Where ____

Are you currently serving on a City board? ✓ Yes ____ No

Education and Youth Advisory (Alternate from April 2025 - present)

Have you served on a City board in the past? ✓ Yes _____ No

If so, which board(s) and when?

Current, Alternate member of Education & Advisory Board

Please indicate which advisory board you are seeking appointment.

_____ Arts Commission	_____ Historic Resources Preservation Board
_____ Building Board of Adjustment & Appeals	_____ Library Board
_____ Community Redevelopment Agency Advisory Board	_____ Police Officers' Retirement Trust Fund
X Education and Youth Advisory Board	_____ Recreation & Parks Board
_____ Employees' Pension Board	_____ Senior Advisory Board
_____ Firefighters' Pension Trust Fund	

Please indicate what requirement you are requesting to be waived by the City Commission.

✓ Residency

_____ Term Limits – Please provide number of terms already served. _____

_____ Required qualifications

If appointed, are you willing to serve as Chair or Vice Chair? ✓ Yes _____ No

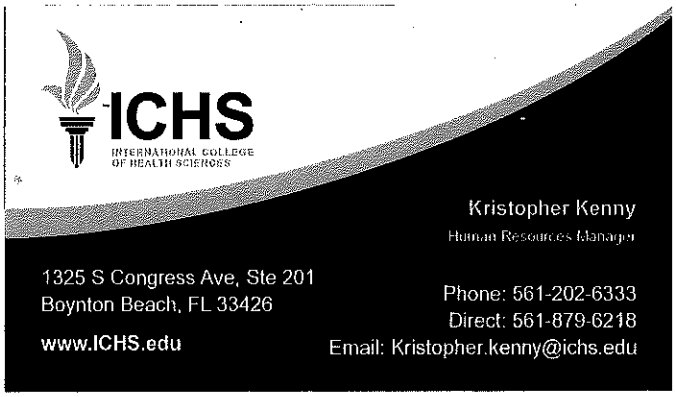
What personal qualifications do you possess (i.e., professional, previous experience, branch of military service or organization) that you feel would make you a good candidate for this board? Please be specific.

Academic career experience, managing the HR department at International College of Health Sciences located in Boynton Beach.

Please list any professional memberships: (1) Professional Human Resource license through HRCI (Human Resources Certification Institute). (2) Certified 401(k) Plan Fiduciary - CKPF, through The Plan Sponsor University (3). American Staffing Association - Certified Staffing Professional + Technical Services Certified

I hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

Signature: K Kenny Date: 9/30/2025



City of Boynton Beach: Advisory Board Waiver of Requirements

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Mailing address: P.O. Box 310, Boynton Beach, FL 33425-0310
FAX: (561) 742-6090

Name Michaella Louis Telephone # 407-591-6578

Address 6691 Old Farm Trail, Boynton Beach, FL

Zip Code 33437

Date of Birth: 04/08/2002 Email: louismichaella@gmail.com

Current occupation or prior occupation: Financial Aid Counselor at Lynn University +

Founder of EmpowerPath Career Services LLC.

Education Bachelor's in General Studies with a concentration in Social Work, Minor in Leadership Studies,

Certificate in Hospitality and Tourism Management, Master of Arts in Political Science, and current Doctoral Student in Educational Leadership.

Are you a registered voter? ✓ Yes ____ No

Do you reside within the Boynton Beach City limits? ____ Yes ✓ No

Do you own/manage a business within the City limits: ✓ Yes ____ No

If yes, name of business EmpowerPath Career Services LLC

Have you ever been convicted of a crime? ____ Yes ✓ No

If yes, when ____ Where ____

Are you currently serving on a City board? ____ Yes ✓ No

Have you served on a City board in the past? _____Yes ✓ No

If so, which board(s) and when?

Please indicate which advisory board you are seeking appointment.

_____ Arts Commission	_____ Historic Resources Preservation Board
_____ Building Board of Adjustment & Appeals	_____ Library Board
_____ Community Redevelopment Agency Advisory Board	_____ Police Officers' Retirement Trust Fund
✓ Education and Youth Advisory Board	_____ Recreation & Parks Board
_____ Employees' Pension Board	_____ Senior Advisory Board
_____ Firefighters' Pension Trust Fund	

Please indicate what requirement you are requesting to be waived by the City Commission.

✓ Residency

_____ Term Limits – Please provide number of terms already served. _____

_____ Required qualifications

If appointed, are you willing to serve as Chair or Vice Chair? ✓ Yes _____No

What personal qualifications do you possess (i.e., professional, previous experience, branch of military service or organization) that you feel would make you a good candidate for this board? Please be specific.

I have years of experience working directly with students and families, helping them navigate challenges and achieve success. My background includes community outreach and mentoring, especially with immigrant and underserved populations.

I have served in leadership roles where collaboration, problem-solving, and communication were essential.

My work reflects a commitment to equity, access, and empowering young people. I bring strong organizational skills and the ability to listen carefully and respond thoughtfully.

These experiences make me well-prepared to contribute to the Education and Youth Advisory Board.

Please list any professional memberships: Member: Florida Rising

Secretary: Palm Beach County Democratic Haitian Caucus

Officer: Seeds of Strength Coalition

I hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

Signature:  Date: 9/20/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Advisory Board Appointments (Tabled at the July 15, 2025, August 5, 2025, August 19, 2025, September 2, 2025, and September 18, 2025 Meetings).

Requested Action: City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Explanation of Request:

The City Clerk's Office has received applications from City residents who are seeking to become new board members.

The attached list contains term openings and vacancies on the various advisory boards with the designated Commission members having responsibility for the appointment to fill each term opening and vacancy.

How will this affect city programs or services? Appointments are necessary to keep City Advisory Boards full and operating as effectively as possible.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Advisory Board Appointments, Reappointments and Applicants for October 7, 2025.docx
Charlie Holder- Building Board of Adjustments & Appeals Application.pdf
Paul Jean- E&YAB Application- Current Alternate Member, seeking to be a Regular Member.pdf
Kristopher Kenny- E&YAB Application- Current Alternate Member- Does not live in the City.pdf
Myah Sagrans- E&YAB Application.pdf
Michaella Louis- E&YAB Application- Does not live in City.pdf
Abhi Kanthan- HRPB Application.pdf
Barbara Ready- HRPB Application- Does not live in City, Seeking 4th Term.pdf
Michael Wilson- HRPB Application- Seeking 4th Term.pdf

Advisory Board Vacancies October 7, 2025

Building Board of Adjustment and Appeals
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Vice Mayor	Hay	Regular	Vacant
III	Turkin	Regular	Vacant
IV	Kelley	Regular	Vacant
Mayor	Shelton	Alternate	Vacant

Applicant: Charlie Holder

Education and Youth Advisory Board
Regular Member 2 (2 year) terms
Alternate/Student Member 2 (1 year) terms

Mayor	Shelton	Regular	Vacant
I	Cruz	Regular	Vacant
Vice Mayor	Hay	Student	Vacant
III	Turkin	Student	Vacant
IV	Kelley	Student	Vacant

Applicants:	Paul Jean	Current Alternate Member, seeking to be a Regular Member
	Kristopher Kenny	Current Alternate Member, seeking to be a Regular Member, seeking a waiver for living outside of the City limits.
	Myah Sagrans	
	Michaella Louis	Seeking a waiver for living outside of the City limits.

Historic Resources Preservation Board – Quasi-judicial
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

I	Cruz	Regular	Vacant
Vice Mayor	Hay	Regular	Vacant
III	Turkin	Regular	Vacant
IV	Kelley	Alternate	Vacant
Mayor	Shelton	Alternate	Vacant

Applicants:	Abhi Kanthan	
	Barbara Ready	Seeking waiver for fourth term and living outside of the City limits.
	Michael Wilson	Seeking waiver for fourth term

Library Advisory Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

III	Turkin	Regular	Vacant

Applicants: None

Applications Received:

09/20/25	Taylor Millien	E&YAB	Does not live in the City- can apply for waiver, applicant notified via email 09/30/25.
09/08/25	Suzanne Ferguson	CRAB	No vacancies Applicant notified via email 9/8/25
08/07/25	Thiago Coracini	CRAB	No vacancies, not a registered voter, Applicant notified via email 08/08/25
06/11/25	Mark Karageorge	CRAB	No vacancies Applicant notified via email 6/16/25
04/06/25	Deborah Tarca	CRAB	No vacancies Applicant notified via email 4/18/25

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

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Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

8/27/2025

First Name *

Charlie

Last Name *

Holder

Phone Number *

7752248158

Email *

charlieholder28@gmail.com

Date of Birth *

2/28/2003

Street Address *

11211 South Military Trail

Street Address 2

Apt #1922

City *

Boynton Beach

State *

Florida

Zip Code *

33436

Country *

United States

Current occupation or, if retired prior occupation

CEO Tree Branch Entertainment

Education

BA in Computer Science

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

(•) Yes ( ) No

If Yes, Name of Business

Tree Branch Entertainment

Are you currently serving on a City board? *

( ) Yes (•) No

Have you served on a City board in the past? *

( ) Yes (•) No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

( ) Yes (•) No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Building Board of Adjustments & Appeals

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

(•) Yes ( ) No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

I am currently completing a Bachelor of Arts in Computer Science at Florida Atlantic University, where I have built strong analytical, problem-solving, and technical skills that support decision-making in complex situations. Through my role as Chief Executive Officer of Tree Branch Entertainment, I manage budgets, contracts, and compliance issues, giving me practical experience in organizational oversight and evaluating details with fairness and accountability.

I have also led community-focused projects, including environmental advocacy work, which required me to balance regulatory considerations, safety, and the needs of stakeholders. My ability to review information critically, interpret guidelines, and make objective decisions aligns with the responsibilities of the Building Board of Adjustments and Appeals.

I believe my background in leadership, technology, and community engagement combined with a strong commitment to public service would make me a valuable addition to the Board.

Professional Memberships *

Please list any professional memberships

Florida Atlantic University, College of Engineering and Computer Science (Undergraduate Student Member)
Alpha Tau Omega- President
Interfraternity Council- Vice President of Programming

Attachments

Feel free to attach/upload an extra sheet or resume.

CharlieHolder__Resume.pdf 65.4KB

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- (•) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
- ( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Charlie Holder
|P: (775-224-8158) |E: charlieholder28@gmail.com|

EDUCATION
Florida Atlantic University, Bachelor of Arts in Computer Science, (Exp: December 2025)

RECENT EXPERIENCE
Chief Executive Officer, Tree Branch Entertainment (April 2025-Present)
Founded and manage an entertainment and consulting company, overseeing financial strategy, operations, and data analytics services.
Data Analyst, Palm Beach Accountable Care Organization (December 2024-August 2025)
Developed interactive dashboards in Excel/Power BI for healthcare performance metrics.
Automated data cleaning processes with SQL queries and Python scripts.
Supported quality improvement projects that reduced reporting time by streamlining data workflows.

SKILLS
SQL (HackerRank Certified), Python (HackerRank Certified), Excel, PowerBI.

LEADERSHIP
President, Alpha Tau Omega (August 2023- January 2025; May 2025- Present)
Vice President of Programming, Interfraternity Council(January 2025- Present)
Special Interest Chairman, Alpha Tau Omega(January 2025- May 2025)
Student Leadership Ambassador, FAU Elite Owls (August 2023- May 2024)
President and Founder, Mediated Minds (February 2023- January 2025)
National Communications Coordinator, Resident Student Association (August 2023- May 2024)
President, FAU IVA Community Council(January 2023- May 2023)
House of Representatives, FAU Student Government (February 2023- August 2023)
Vice President, Students of Peace (August 2022- May 2023)
Risk Management Officer, FAU Golf Club (August 2022-January 2023)
Rugby, FAU Athletics (August 2022- May 2024)

AWARDS
FAU Mental Health Advocate of the Year, FAU Student Organization Member of the Year

Advisory Board Appointment Application

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Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

9/30/2025

First Name *

Paul

Last Name *

Jean

Phone Number *

7542043013

Email *

eagle4bro33@gmail.com

Date of Birth *

10/28/1990

Street Address *

110 Se 4th Ave

Street Address 2

City *

Boynton Beach

State *

FL

Zip Code *

33445

Country *

United States

Current occupation or, if retired prior occupation

Business ownee

Education

Bachelors Degree FAU 2021

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

(•) Yes ( ) No

If Yes, Name of Business

A Fast Trac Courier Service

Are you currently serving on a City board? *

( ) Yes (•) No

Have you served on a City board in the past? *

( ) Yes (•) No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

( ) Yes (•) No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Education and Youth Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

(•) Yes ( ) No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

A Former Law enforcement officer of Miami Dade and PBSO, a member of the city of Boynton, 10 years of customer service and relocated my business within city limits. My goal is to make a difference for our Youth and education.

Professional Memberships *

Please list any professional memberships

None:

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

(•) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

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Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

9/30/2025

First Name *

Kristopher

Last Name *

Kenny

Phone Number *

305-962-6040

Email *

krisrk15@gmail.com

Date of Birth *

7/13/1987

Street Address *

4505 NW 3rd Drive

Street Address 2

City *

Delray Beach

State *

Florida

Zip Code *

33445

Country *

United States

Current occupation or, if retired prior occupation

Human Resources Manager

Education

University of Miami

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

( ) Yes (•) No

Do you own/manage a business within City limits? *

(•) Yes ( ) No

If Yes, Name of Business

International College of Health Sciences

Are you currently serving on a City board? *

(•) Yes ( ) No

Have you served on a City board in the past? *

( ) Yes (•) No

If Yes, which board(s) and when?

I currently am an alternate member of the Education and Youth Advisory Board

Have you ever been convicted of a crime? *

( ) Yes (•) No

If Yes, when and where?

N/A

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Education and Youth Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

(•) Yes ( ) No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

Currently been serving as an alternative member on the Education and Youth Advisory Board. I also work as the head of Human Resources at a nursing/healthcare college in Boynton Beach called: International College of Health Sciences.

Professional Memberships *

Please list any professional memberships

1.) Professional Human Professional through the Human Resources Certification Institute (HRCI)
2.) Certified 401(k) Plan Fiduciary C(k)PF through "The Plan Sponsor University"
3.) American Staffing Association (ASA) - Dual certified as a Certified Staffing Professional (CSP) & Technical Services Certified

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

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Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

9/15/2025

First Name *

Myah

Last Name *

Sagrans

Phone Number *

5617702330

Email *

myahsagrans@yahoo.com

Date of Birth *

4/16/2001

Street Address *

1625 renaissance commons blvd

Street Address 2

Apt 212

City *

Boynton beach

State *

FL

Zip Code *

33426

Country *

United States

Current occupation or, if retired prior occupation

Educator

Education

Bachelor's

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

- ( ) Yes
- (•) No

If Yes, Name of Business

Are you currently serving on a City board? *

- ( ) Yes
- (•) No

Have you served on a City board in the past? *

- ( ) Yes
- (•) No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

- ( ) Yes
- (•) No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Education and Youth Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

- (•) Yes
- ( ) No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

As an educator, I work directly with the students who are impacted by new curriculums, technology programs, and district initiatives. I would be able to provide insight others may not be able to. In addition, I understand the teacher workload, and may find ways to improve retention.

Professional Memberships *

Please list any professional memberships

N/A

Attachments

Feel free to attach/upload an extra sheet or resume.

RESUMEFALL2025.pdf 98.43KB

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- (•) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
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Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

9/24/2025

First Name *

Michaella

Last Name *

Louis

Phone Number *

407-591-6578

Email *

louismichaella@gmail.com

Date of Birth *

4/8/2002

Street Address *

6691 Old Farm Trail

Street Address 2

City *

Boynton Beach

State *

Florida

Zip Code *

33437

Country *

United States

Current occupation or, if retired prior occupation

Financial Aid Counselor, Lynn University

Education

Doctor of Education (Ed.D.) in Educational Leadership, Lynn University (in progress, expected 2026) | Master of Arts in Political Science, Florida Atlantic University | Bachelor of General Studies, Concentration in Social Work, Florida Atlantic University | Minor in Leadership Studies | Certificate in Hospitality and Tourism Management.

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

(•) Yes ( ) No

If Yes, Name of Business

EmpowerPath Career Services LLC

Are you currently serving on a City board? *

( ) Yes (•) No

Have you served on a City board in the past? *

( ) Yes (•) No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

( ) Yes (•) No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Education and Youth Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

(•) Yes ( ) No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

I bring a combination of professional, academic, and community service experience that aligns closely with the mission of the Education and Youth Advisory Board. Currently, I serve as a Financial Aid Counselor at Lynn University, where I guide students and families through financial aid, scholarships, and resources to ensure access to higher education. This role allows me to work directly with young people as they pursue their educational goals, helping them overcome barriers and plan for their futures.

Academically, I hold a Master of Arts in Political Science and a Bachelor's in General Studies with a concentration in Social Work, along with a Certificate in Hospitality and Tourism Management and a Minor in Leadership Studies. I am currently pursuing my Doctor of Education in Educational Leadership, equipping me with both the theoretical and practical skills to address educational equity and student success.

In addition to my professional and academic background, I have extensive leadership and service experience. I am the Founder of EmpowerPath Career Services LLC, which provides affordable career development resources to immigrants, low-income families, and underserved communities. My work as a Financial Literacy Educator and my service roles as a student mentor, health promotion advocate, and leadership ambassador have strengthened my ability to connect with youth and create inclusive spaces for growth.

As a Haitian immigrant who came to the U.S. in 2012, I bring a personal understanding of the challenges faced by immigrant and first-generation students. I am fluent in English and Haitian Creole, which allows me to bridge cultural gaps and connect with diverse populations in Boynton Beach.

These qualifications, grounded in education, community engagement, and lived experience, prepare me to contribute meaningfully to the board's efforts to support and empower the city's youth.

Professional Memberships *

Please list any professional memberships

Member: Florida Rising.

Secretary: Palm Beach County Democratic Haitian Caucus.

Officer: Seeds Of Strength Coalition.

Attachments

Feel free to attach/upload an extra sheet or resume.

Resume.pdf 130.85KB

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- (●) I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
- ( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

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Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

5/30/2025

First Name *

Abhi

Last Name *

Kanthan

Phone Number *

5619004815

Email *

abhi@kanthandesign.com

Date of Birth *

10/22/1990

Street Address *

631 Potter Road

Street Address 2

City *

Boynton Beach

State *

FL

Zip Code *

33435

Country *

United States

Current occupation or, if retired prior occupation

Architect

Education

Accelerated 5-Year Professional Bachelor's Degree (N.A.A.B. Accredited)

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

(•) Yes ( ) No

If Yes, Name of Business

Kanthan Design Corporation

Are you currently serving on a City board? *

( ) Yes (•) No

Have you served on a City board in the past? *

( ) Yes (•) No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

( ) Yes (•) No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Historic Resources Preservation Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

(•) Yes ( ) No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

As Chief Executive Officer, Abhi Kanthan is the cornerstone of Kanthan Design Corporation (www.kanthandesign.com). He has a reputation as a successful, award-winning, and innovative design professional. Mr. Kanthan has proven his efficient Design Process numerous times and always strives for ambitious development within all his Associates.

.

Mr. Kanthan also enjoys Entrepreneurship and is a Co-Founder of Kanthan Realty Corporation (www.kanthanrealty.com), a Real Estate Brokerage that caters to Ultra-HNW, HNW clients and Large-Scale Capital Investments. The Company is known for its ability to maintain Clarity, Transparency, and a high level of Discretion for its discerning Clients as well as the Efficiency of its Transactions.

.

Mr. Kanthan has been involved in hundreds of complex design projects and transactions in the Architecture, Engineering, and Construction (AEC) industry over the past decade. His dedication and perseverance towards his goals and ideals as an individual have been the same standards that Kanthan Design Corporation & Kanthan Realty Corporation have built themselves on - a stellar combination of success that consistently brings Value and Growth to both Industries.

Professional Memberships *

Please list any professional memberships

Professional Credentials:
Registered Architect | Florida, AR98097
Registered Architect | New York, 044101
Registered Architect | Pennsylvania, RA407852
Registered Interior Designer | Florida, ID6685
AIA | Inducted on March 21, 2017
NCARB | Inducted on July 16, 2016
Tau Sigma Delta | Inducted in 2013
.
Education: Bachelor of Architecture, Florida Atlantic University, Major in Architecture

Attachments

Feel free to attach/upload an extra sheet or resume.

_RESUME_Abhi Kanthan.pdf 54.3KB

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Certification *

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- ( ) I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Contact

561-900-4815 (Mobile)
abhi@kanthandesign.com

www.linkedin.com/in/abhi-k-b1807759 (LinkedIn)
shoutoutmiami.com/meet-abhi-kanthan-aia-ncarb-licensed-architect-interior-designer/ (Personal)
www.kanthandesign.com (Company)
www.kanthanrealty.com (Company)

Top Skills

Architectural Drawings
Space planning
Construction Drawings

Languages

English (Native or Bilingual)
French (Limited Working)
Spanish (Limited Working)

Certifications

Minority Business Certification
Registered Architect | State of New York
NCARB Certificate
American Institute of Architects
Registered Architect | State of Florida

Honors-Awards

Transportation Summit Honoree
Tau Sigma Delta
Best of Houzz 2017-2023 - Customer Service
NCARB Continuing Education Evaluation Workgroup

Publications

Introduction to Blueprints
Urban Context and Civic Identity

Abhi Kanthan, AIA, NCARB

Chief Executive Officer at Kanthan Design Corporation
Boynton Beach, Florida, United States

Summary

As Chief Executive Officer, Abhi Kanthan is the cornerstone of Kanthan Design Corporation (www.kanthandesign.com). He has a reputation as a successful award-winning and innovative design professional. Mr. Kanthan has proven his efficient Design Process numerous times and always strives for ambitious development within all his Associates.

Mr. Kanthan also enjoys Entrepreneurship and is Co-Founder of Kanthan Realty Corporation (www.kanthanrealty.com), a Real Estate Brokerage that caters to HNW clients and Large-Scale Capital Investments. The Company is known for its ability to maintain Clarity, Transparency and a high level of Discretion for its discerning Clients as well as the Efficiency of its Transactions.

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Registered Architect | New York, 044101
Registered Architect | Pennsylvania, RA407852
Registered Interior Designer | Florida, ID6685
AIA | Inducted on March 21, 2017
NCARB | Inducted on July 16, 2016
Tau Sigma Delta | Inducted in 2013

Education: Bachelor of Architecture, Florida Atlantic University, Major in Architecture

Experience

Kanthan Design Corporation
Chief Executive Officer
June 2012 - Present (11 years 6 months)
Boynton Beach, FL

Kanthan Design Corporation is one of the most sought-after boutique Architecture, Planning, and Interior Design firms headquartered in Florida. Structured as a vast collaborative of prolific and accomplished professionals, its Mission is to create vibrant, sustainable design interventions that bring durable and profitable value to its clients and the society and culture they are built in. By keeping all services under the Kanthan Design Corporation umbrella, the Firm can consistently provide its discerning clientele with competitive pricing, discretion, and transparency without sacrificing quality and efficiency.

Kanthan Realty Corporation
Co-Founder
May 2017 - Present (6 years 7 months)
Boynton Beach, FL

Education

Florida Atlantic University
Bachelor's Degree, Architecture · (2009 - 2014)

International Baccalaureate
IB Diploma · (2005 - 2009)

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

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Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

8/11/2025

First Name *

BARBARA

Last Name *

READY

Phone Number *

5613135185

Email *

fiveready@AOL.COM

Date of Birth *

3/4/1953

Street Address *

34001 BAEZ BAY

Street Address 2

City *

BOYNTON BEACH

State *

FL

Zip Code *

33436

Country *

United States

Current occupation or, if retired prior occupation

BANKING

Education

AA

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

( ) Yes (•) No

Do you own/manage a business within City limits? *

Yes No

If Yes, Name of Business

Are you currently serving on a City board? *

Yes No

Have you served on a City board in the past? *

Yes No

If Yes, which board(s) and when?

EDUCATION ADVISORY BOARD 2 YEARS
ART IN PUBLIC PLACES 2005-2012 (CHAIR '06-'12)
HISTORIC RESOURCES PRESERVATION BOARD 2011- NOW (CHAIR '13-NOW)

Have you ever been convicted of a crime? *

Yes No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Historic Resources Preservation Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

Yes No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

AFTER 40 YEARS OF VOLUNTEERING IN BOYNTON BEACH, I AM PROFICIENT IN VOLUNTEER MANAGEMENT, PROJECT MANAGEMENT, EVENT PLANNING AND MANAGEMENT, STRATEGIC COMMUNICATION, ORGANIZATIONAL SKILLS AND COMMUNITY OUTREACH. I'VE DONE 10 YEARS AS A PTA PRESIDENT AT FOREST PARK AND CONGRESS MIDDLE; SCHOOL IMPROVEMENT BOARDS AT FOREST PARK, CONGRESS, ATLANTIC HS, AND BB HS. I CONVINCED THE 2009 BB CITY COMMISSION TO LET ME CREATE AN AD HOC COMMITTEE WHICH WROTE THE CITY'S HISTORIC PRESERVATION ORDINANCE, DESIGNED THE QUASI-JUDICIAL HP PROGRAM, AND CONVINCED THE COMM TO HIRE A FULLTIME HP PLANNER.

Professional Memberships *

Please list any professional memberships

I SAT ON THE EAST BB LITTLE LEAGUE BOARD FOR 10 YEARS. I COACHED MY DAUGHTER'S SOFTBALL TEAM FOR 7 YEARS. RAN THE CONCESSION STAND FOR 6 YEARS. EBBLL HONORED ME WITH A "LIFETIME BOARD MEMBERSHIP" WHEN I LEFT.
BOYNTON BEACH HISTORICAL SOCIETY HONORED ME WITH AN ACHIEVEMENT AWARD AFTER I SUCCESSFULLY LED THE FIGHT TO SAVE THE 1927 BOYNTON HIGH SCHOOL, WHICH IS NOW A BEAUTIFUL AND VALUABLE ASSET AS THE CULTURAL CENTER FOR THE CITY. i CURRENTLY SIT ON THE BB HISTORICAL SOCIETY BOARD AS ITS PRESIDENT.

Attachments

Feel free to attach/upload an extra sheet or resume.

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

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Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

8/14/2025

First Name *

Michael

Last Name *

Wilson

Phone Number *

5612601296

Email *

projects@landtoseaphotography.com

Date of Birth *

2/26/1963

Street Address *

1224 Isle Ct

Street Address 2

City *

Boynton Beach

State *

Fl

Zip Code *

33426

Country *

United States

Current occupation or, if retired prior occupation

Owner photography and drone media company

Education

Associate degree

Are you a registered voter *

(•) Yes ( ) No

Do you reside within the Boynton Beach City Limits? *

(•) Yes ( ) No

Do you own/manage a business within City limits? *

(•) Yes ( ) No

If Yes, Name of Business

Land to Sea Photography

Are you currently serving on a City board? *

(•) Yes ( ) No

Have you served on a City board in the past? *

(•) Yes ( ) No

If Yes, which board(s) and when?

Historic Resources Preservation Board - current

Have you ever been convicted of a crime? *

( ) Yes (•) No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Historic Resources Preservation Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

(•) Yes ( ) No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

I have lived in Boynton Beach most of my life and have researched the city's history extensively; some of which has been provided in the past to the Boynton Beach Historical Society, the Historic Boynton Beach group, as well as the Boynton Beach City Library Archives.. Since moving here as a child I have had a passion for the City's rich history and would like to continue that through continuing to serve on the HRP Board. Thank you for your consideration.

Professional Memberships *

Please list any professional memberships

Member Historical Society of the Palm Beaches
Member Boynton Beach Historical Society

Attachments

Feel free to attach/upload an extra sheet or resume.

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Certification *

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Community Support Funds.

Requested Action: Approve Community Support Fund requests from Commissioner Cruz.

How will this affect city programs or services? NA

Budgeted Item: Yes

Account Line Item and Description: Community Support Funds-001-1110-511-83-01.

Fiscal Impact: This is a budgeted line item.

Attachments:
Alzhiemer's Association.doc
Interactive Community Alliance (ICA).doc

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 10/07/2025
Requested by Mayor/Commissioner: Angela Cruz
Amount Requested: $500
Recipient/Payee: Alzheimer's Association
Description of project, program, or activity to be funded: The Alzheimer's Association leads the way to end Alzheimer's and all other dementia- by accelerating global research, driving risk reduction and early detection, and maximizing quality care and support.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.

The balance of funds available for the requesting Member of the Commission is $6,000.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: _____ By: _____
Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 10/07/2025
Requested by Mayor/Commissioner: **Commissioner Angela Cruz**
Amount Requested: **$500**
Recipient/Payee: **Interactive Community Alliance**
Description of project, program, or activity to be funded: **The Interactive Community Alliance (ICA) will utilize the donated funds to aid in the facilitation of their program operations. Program operations are tailored to the needs of Palm Beach County's most vulnerable population's needs (education, health, community safety, etc.) ICA serves residents of the City of Boynton Beach.**

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $ 6,000.

The balance of funds available for the requesting Member of the Commission is $ 5,500.

Accordingly:

- ✓ There are funds available as requested
  There are insufficient funds available as requested

Dated: _____ By: _____
Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

- ✓ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ✓ The recipient/payee provides services within the City
- ✓ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Resolution No. R25-265- Ratifying the Public Emergency Medical Transportation Letter of Agreement with the Agency for Health Care Administration for the General Appropriations Act of State Fiscal Year 2024-2025 in the amount of $344,510.59, and ratifying the Letter of Agreement Amendment extending the Agreement through September 30, 2026.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-265.

Explanation of Request: This agreement allows the Fire Rescue Department to participate in this program, enabling the City of Boynton Beach to receive additional funding for qualifying medical transports. This funding is specific for patients with Medicaid Managed Care Plans that are transported by the Fire Rescue Department. The department has participated in the program for the past nine years.

How will this affect city programs or services? By entering into this agreement, the City will receive additional revenue.

Account Line Item and Description: N/A

Fiscal Impact: Non-budgeted. Participation in this program will allow the City to receive additional funding.

Attachments:
R25-265 Agenda_Item_3696-2025_Resolution_for_PEMT_Letter_of_Agmt___Amd_Ratification.docx
Exhibit A to Resolution - Public Emergency Medical Letter of Agmt 2024 fully executed.pdf
Exhibit B to Resolution - Letter of Agmt Amendment - city signed.pdf

RESOLUTION NO. R25-265

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE PUBLIC EMERGENCY MEDICAL TRANSPORTATION LETTER OF AGREEMENT WITH THE AGENCY FOR HEALTH CARE ADMINISTRATION FOR THE GENERAL APPROPRIATIONS ACT OF STATE FISCAL YEAR 2024-2025 IN THE AMOUNT OF $344,510.59, AND RATIFYING THE LETTER OF AGREEMENT AMENDMENT EXTENDING THE AGREEMENT THROUGH SEPTEMBER 30, 2026; AND FOR ALL OTHER PURPOSES.

WHEREAS, House Bill 5001, the General Appropriations Act of State Fiscal Year 2024-2025, passed by the 2024 Florida Legislature, the City and Agency for Health Care Administration ("Agency") agreed that the City would remit City funds to the Agency in the amount not to exceed the total of $344,510.59 to be used for the Public Emergency Medical Transportation program; and

WHEREAS, the City and Agency entered into a Letter of Agreement dated September 25, 2024; and

WHEREAS, the parties entered into an Amendment to extend the Agreement through September 30, 2026; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to ratify the Public Emergency Medical Transportation Letter of Agreement with the Agency for Health Care Administration for the General Appropriations Act of State Fiscal Year 2024-2025 in the amount of $344,510.59, and ratify the Letter of Agreement Amendment extending the Agreement through September 30, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby ratify the Public Emergency Medical Transportation Letter of Agreement with the Agency for Health Care Administration for the General Appropriations Act of State Fiscal Year 2024-2025 in the amount of $344,510.59 (the "Agreement"), in form and substance similar to that attached as

Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby ratify the Letter of Agreement Amendment extending the Agreement through September 30, 2026 (the "Amendment"), in form and substance similar to that attached as **Exhibit B**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby ratifies the Chief's execution of the Agreement and the Mayor's execution of the Amendment. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-265

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the 26th day of Sept. 2024, by and between **City of Boynton Beach** (the "IGT Provider") on behalf of **Boynton Beach Fire Rescue**, and the State of Florida, **Agency for Health Care Administration** (the "Agency"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

"Intergovernmental Transfers (IGTs)" means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

"Medicaid" means the medical assistance program authorized by Title XIX of the Social Security Act, 42 US.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

"Public Emergency Medical Transportation (PEMT)," pursuant to the General Appropriation Act, Laws of Florida 2024-231 is the program that provides supplemental payments for eligible Public Emergency Medical Transportation (PEMT) entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2024-2025, passed by the 2024 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **$344,510.59.** The IGT Provider and the Agency have agreed that these IGT funds will only be used for the PEMT program.

2. The IGT Provider will return the signed LOA to the Agency.

3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **$344,510.59.** The IGT Provider will transfer payments to the Agency in the following manner:

    a. Per Florida Statute 409.908, annual payments for the months of July 2024 through June 2025 are due to the Agency no later than October 31, 2024, unless an alternative plan is specifically approved by the agency.

    b. The Agency will bill the IGT Provider when payment is due.

4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

    a. AUDITS AND RECORDS

i. The IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

ii. The IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.

iii. The IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

i. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.

ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.

iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. MONITORING

i. The IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

i. The IGT Provider agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.

5. This LOA may only be amended upon written agreement signed by both parties. The IGT Provider and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.

6. The IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-

direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. The IGT Provider agrees the following provision shall be included in any agreements between IGT Provider and local providers where IGT funding is provided pursuant to this LOA. Funding provided in this agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program and used secondarily for other purposes.

8. This LOA covers the period of July 1, 2024, through June 30, 2025, and shall be terminated September 30, 2025, which includes the state's certified forward period.

9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

PEMT Local Intergovernmental Transfers	
Program / Amount	**State Fiscal Year 2024-2025**
Estimated IGTs	**$344,510.59**
Total Funding Not to Exceed	**$344,510.59**

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

CITY OF BOYNTON BEACH

SIGNED BY: _____

NAME: Hugh Bruder

TITLE: Fire Chief

DATE: 9/25/24

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY: _____ for

NAME: Staci Griffis

TITLE: Acting Chief Medicaid Program Finance

DATE: 12/2/2024

Letter of Agreement Amendment

This Amendment is made to the 2024-2025 **Public Emergency Medical Transportation** Letter of Agreement previously executed by and between the **City of Boynton Beach** (the "IGT Provider") on behalf of **Boynton Beach Fire Rescue** and the Agency for Health Care Administration, with an effective date of **9/26/2024**.

It is mutually understood and agreed upon by and between the undersigned contracting parties to amend the previously executed Agreement dated **December 2, 2024**, as follows:

General Provisions

Deleted: 7. This LOA covers the period of July 1, 2024, through June 30, 2025, and shall be terminated September 30, 2025, which includes the states certified forward period.

Inserted: 7. This LOA covers the period of July 1, 2024, through June 30, 2026, and shall be terminated September 30, 2026, which includes the states certified forward period.

All provisions not in conflict with this amendment remain in effect. This amendment is hereby made a part of the Letter of Agreement.

CITY OF BOYNTON BEACH

SIGNED BY: _____

NAME: Rebecca Shelton

TITLE: Mayor

DATE: 9/18/2025

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION

SIGNED BY: _____

NAME: Stephanie Scanlon

TITLE: Chief of Medicaid Program Finance

DATE: _____

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Resolution No. R25-266- Approving an Affiliation Agreement between the City and FamilySearch International for library cardholders to use their FamilySearch genealogical database.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-266.

Explanation of Request: FamilySearch is a free genealogy website and nonprofit that provides access to billions of historical records, tools to build a global family tree, and resources to help people discover and preserve their family history.

How will this affect city programs or services?

This will enhance the Boynton Beach City Library's digital library services available to library cardholders.

Account Line Item and Description: NA

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
R25-266 Agenda_Item_3730-2025_Resolution_for_FamilySearch.docx
Exhibit A to Resolution - FamilySearch Affiliate Library Agreement.pdf

RESOLUTION NO. R25-266

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AFFILIATION AGREEMENT BETWEEN THE CITY AND FAMILYSEARCH INTERNATIONAL FOR LIBRARY CARDHOLDERS TO USE THEIR FAMILYSEARCH GENEALOGICAL DATABASE; AND FOR ALL OTHER PURPOSES.

WHEREAS, FamilySearch's mission is to make the world's genealogically relevant data freely and widely available. FamilySearch operates an extensive library system, including the website FamilySearch.org, and contracts with other institutions to further its reach. FamilySearch owns or holds rights to distribute to patrons of its affiliated libraries, digital records of genealogical significance. FamilySearch is willing to make available to the Library, and the Library wishes to obtain access from FamilySearch to select digital records available to affiliate libraries; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve an Affiliation Agreement between the City and FamilySearch International for library cardholders to use their FamilySearch genealogical database.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Affiliation Agreement between the City and FamilySearch International for library cardholders to use their FamilySearch genealogical database (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 4. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Tiffany Pagan to forward to FamilySearch.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-266

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AFFILIATE LIBRARY AGREEMENT

(USA/Canada)

This **AFFILIATE LIBRARY AGREEMENT** ("Agreement"), dated August _____, 2025, is between FamilySearch International, a Utah non-profit corporation ("**FamilySearch**"), and The City of Boynton Beach, Florida ("**Library**").

BACKGROUND

A. As a nonprofit, FamilySearch's mission is to make the world's genealogically relevant data freely and widely available. In pursuit of that mission, FamilySearch operates an extensive library system (including the website FamilySearch.org) and contracts with other institutions to further its reach. FamilySearch owns or holds rights to distribute to patrons of its affiliated libraries, digital records of genealogical significance.

B. Library is a library or archive that is independent of FamilySearch and provides public access to its collection in a facility located at 100 E. Ocean Ave., Boynton Beach, FL 33435 (the "**Facility**).

C. FamilySearch is willing to make available to Library, and Library wishes to obtain from FamilySearch, access to select digital records available to affiliate libraries ("**Affiliate Library Records**"); and to that end Library desires to become an authorized "**FamilySearch Affiliate Library**."

In consideration of mutual promises and covenants set forth herein, the parties agree as follows:

AGREEMENT

1. **Obligations of Library**. As a FamilySearch Affiliate Library, Library will do all of the following:

   - Remain open to the public, consistent with applicable laws against discrimination for places of public accommodation, during normal business hours.
   - Designate a static public IP address (or range of addresses) or proxy static IP address (collectively, the "**Static IP Address**") for each building of the Library's Facility. Notify FamilySearch of the Static IP Address via email at affiliatelibraries@familysearch.org. For clarity, unless FamilySearch agrees in its sole discretion in writing, each building of the Facility must be assigned its own separate Static IP Address.
   - Provide a sufficient number of stations (each a "**Station**") with computers that have Internet access via the Static IP Address, together with other furniture and equipment as needed, to enable reasonable access by patrons to Affiliate Library Records. Provide an internet connection with a bandwidth of at least 10 Mbps, unless FamilySearch otherwise agrees.
   - Allow access to the Affiliate Library Records only through the Static IP Address and only by Library patrons who are physically present at the Facility, regardless of whether the patron accesses the Affiliate Library Records through a Library-owned computer at a Station or through the patron's personal device, and by no other means. For clarity, the Library may not allow access by anyone not physically present at the Facility.
   - Prominently display the FamilySearch's Mark (as defined below) on the welcome or login screen (or comparable menu of services) of Library-provided computers at Stations. Enable patrons using Library-provided computers to access FamilySearch.org by clicking on the Mark.
   - Comply, and take commercially reasonable measure to ensure that Library's patrons comply, with all applicable laws (including copyright and data privacy laws) and with the Rights of Use agreement governing FamilySearch.org, located at https://www.familysearch.org/terms. If requested by FamilySearch, display signage provided by FamilySearch to remind patrons of their obligations under the FamilySearch Rights and Use agreement, including that Affiliate Library Records are subject to laws and contractual obligations that may restrict their use.
   - Allow the use of Affiliate Library Records solely for non-commercial personal use. For clarity, Library may not publish the Affiliate Library Records (or any copy thereof) in any format, whether online in publicly or privately accessible websites, or otherwise. Nor may Library reproduce, modify, splice, divide, index, manipulate or harvest Affiliate Library Records in

any medium at any time without the prior written permission of FamilySearch. Library may not (and may not to allow others) to remove or alter any copyright notices, watermarks, restrictions, or other notices that are included with any portion of the Affiliate Library Records.

- Promptly notify FamilySearch upon becoming aware of any misuse, loss or damage of or to Affiliate Library Records.
- Charge no fees of any kind to Library patrons for use of a Station or access to the Affiliate Library Records.

2. **Obligations of FamilySearch**. FamilySearch will designate Library as a FamilySearch Affiliate Library and provide access to Affiliate Library Records via the Static IP Address during the term of this Agreement, provided that Library, in FamilySearch's discretion, complies with all of Library's obligations outlined above. FamilySearch provides access to the Affiliate Library Records subject to the following understandings:

   2.1. **Changes in Affiliate Library Records**. Library agrees and acknowledges that FamilySearch may add or remove records or data or make any other changes to the Affiliate Library Records at any time, for any or no reason and without notice at FamilySearch's sole discretion.

   2.2. **Title to Affiliate Library Records**. As between FamilySearch and Library, title to the Affiliate Library Records will at all times remain in FamilySearch. FamilySearch conveys no rights of any kind to Library or any patron, except the limited right of access as expressly provided in this Agreement.

   2.3. **ALL FAMILYSEARCH SERVICES ARE PROVIDED "AS IS". NEITHER FAMILYSEARCH NOR ITS AFFILIATES MAKES ANY WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FAMILYSEARCH MAKES NO WARRANTY THAT ITS SERVICES WILL MEET LIBRARY REQUIREMENTS, SPECIFICATIONS, EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, THAT THE SERVICES WILL OPERATE IN COMBINATION WITH LIBRARY HARDWARE, SOFTWARE OR SYSTEMS. LIBRARY ACKNOWLEDGES THAT FAMILYSEARCH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES**.

3. **FamilySearch's Mark.** FamilySearch grants to Library a limited, non-exclusive, non-transferable license during the Term to use FamilySearch's logo (the "**Mark**") solely for the limited purposes: (a) to enable Library to display the FamilySearch Mark on a welcome or login screen that patrons view before accessing the Affiliate Library Records, and (b) for publicity approved in advance by FamilySearch, as provided below in **Section 4**. From time to time, FamilySearch will provide Library with an electronic high resolution image of the Mark. Prior to any use of the Mark, Library will submit to FamilySearch a proof of each intended use of the Mark for FamilySearch's review and approval. FamilySearch must pre-approve any and all such uses. Once approved, Library may use the Mark only in the form and manner approved by FamilySearch. Library may not modify or alter the Mark in any way, including size, proportions, colors, elements, type or in any other respect, without the prior written approval of FamilySearch.

4. **Publicity**. Neither party may use the other party's name, likeness, trademark, service mark, logo, nor other identifying information in connection with any publicity, except as approved in advance by the other party. In no event may Library or its agents state or imply any approval, sponsorship or endorsement by FamilySearch, its sponsor or any affiliated entities.

5. **Independent Contractor**. Nothing in this Agreement or any other agreement or understanding with any party will be construed as making Library and FamilySearch partners, agents, joint ventures, or alter egos of each other or any other entity. Library will not obligate FamilySearch for any debts or liabilities. Library will not represent that Library has authority to legally bind FamilySearch. Library will at all times remain an independent contractor. Library acknowledges and agrees that Library and Library's agents are not employees of FamilySearch now or in the future. Library is solely responsible for Library's taxes and all applicable workers' compensation, disability and unemployment insurance contributions related to Library's performance of obligations under this Agreement. Library's agents are not entitled to statutory benefits of workers' compensation or unemployment charged to FamilySearch or fringe benefits of any kind.

6. **Term and Termination**. The term of this Agreement is one year, and will automatically renew in successive one-year increments unless either party provides 30 days written notice to the other party. Either party may terminate the Agreement at any time, for any reason or no reason, and without penalty, liability or obligation of any kind, upon 30 days prior written notice, and may terminate the Agreement immediately upon written notice to the other party of material breach; *provided*, *however*, that termination for breach shall be subject to a 20-day cure period from the date of notice of breach. Notwithstanding anything to the contrary, Library agrees and acknowledges that FamilySearch may suspend or terminate Library's access to the Affiliate

Library Records immediately and without notice if FamilySearch determines its sole discretion that Library or its patrons are misusing the Affiliate Library Records in violation of this Agreement.

7. Notice. Any official notice given under the terms of the Agreement must be in writing and sent via email, U.S. mail, or commercial courier service in a manner calculated to reach the other party, at the following addresses:

If to FamilySearch:
Director, Family History Library
15 East North Temple
Salt Lake City, Utah 84150
E-mail: affiliatelibraries@familysearch.org

With a copy to:
Office of General Counsel
50 East North Temple
Salt Lake City, Utah 84150

If to Library:
Jeannie Taylor, Library Director
Boynton Beach City Library
100 E. Ocean Ave.
Boynton Beach FL, 33435
Emal: TaylorJD@bbfl.us
Phone: 561-742-6396

With a copy to:
Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010
Facsimile: (561) 742-6090

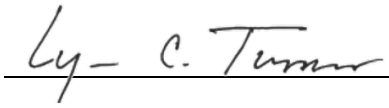
All notices will be effective upon receipt.

8. Miscellaneous. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements, and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both parties. Any failure by either party to exercise any of its rights hereunder will not be deemed a waiver of any rights or remedies that such party may have and will not be deemed a waiver of any subsequent breach or default. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement; provided, however, that in the event that the invalidity or unenforceability of any provision of this Agreement has a material adverse effect on any of the rights or obligations of the parties, the parties will negotiate in good faith to modify the Agreement to effect, as closely as possible, the original intent of the parties. This Agreement will be binding upon and inure to the benefit of the parties, their successors, assigns, and legal representatives, and will be governed by and construed in accordance with the laws of the State of Utah, United States of America, excluding conflict-of-law principles. If any dispute arises out of or relates to this Agreement, or either party believes the other party has breached this Agreement, the parties will use their commercially reasonable efforts to settle this dispute through correspondence, mutual consultation and other mediating efforts. If the parties are not able to resolve their dispute, the exclusive venue will be the state or federal courts in the State of Utah. The Parties consent to such jurisdiction and venue. Library may not assign any of its rights under this Agreement to any third-party without the prior written consent of FamilySearch, which FamilySearch may give or withhold in its sole discretion. Any attempt by Library to assign this Agreement in violation of this provision shall be null and void. This Agreement is neither intended nor shall it be construed in any way to create any third-party beneficiary rights in any person that is not a named Party to this Agreement.

9. Signatures. This Agreement may be executed by electronic signature and in counterparts, all of which shall be considered original and a single document for all purposes. Each person signing this Agreement on behalf of the respective parties personally warrants their authority to so sign and to bind the parties.

Each of the parties has executed this Agreement by its authorized representative below:

FAMILYSEARCH INTERNATIONAL:

By: 

Name: Lynn C. Turner

Title: Director, FamilySearch Library

LIBRARY

By: _____

Name: Rebecca Shelton

Title: Mayor

Tax ID number or GST: _____

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Resolution No. R25-267- Approve an Affiliation Agreement with the American Healthcare Institute, also known as AmHealth, for the Emergency Medical Technician and Paramedic Student Ride Time Program with Boynton Beach Fire Rescue. Proposed Resolution No. R25-268- Authorize the Mayor or City Manager to execute Affiliation Agreements, Participation Agreements, Volunteer Agreements, Internship Agreements, Work Experience Agreements, and other similar agreements between the City and various public and private entities for internships and volunteer opportunities at the City where no fiscal impact applies, on an as-needed basis, subject to approval as to legal sufficiency by the City Attorney's Office.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-267 and Proposed Resolution No. R25-268.

Explanation of Request:
This agreement would allow AmHealth EMT and Paramedic students to complete their required clinical ride times with Boynton Beach Fire Rescue. These ride-alongs are a vital part of the students' educational journey, offering them hands-on, real-world experience in the field. Under the supervision of our experienced personnel, students gain practical skills and, as they progress through their curriculum and receive sign-offs from their respective schools, students are permitted to assist lead paramedics in providing patient care. Boynton Beach Fire Rescue has a long-standing history of supporting student education, having partnered with Palm Beach State College (PBSC) for over 20 years. Extending this opportunity to AmHealth students will continue to support our mission of excellence in emergency medical services while fostering the growth of future EMS providers.

Additionally, the second resolution would authorize the Mayor or City Manager to execute these types of routine agreements, which facilitate internship, work shadowing, and volunteer opportunities with the City on an as-needed basis.

How will this affect city programs or services? This partnership will help shape the next generation of EMS professionals and provide additional support to operational services.

Account Line Item and Description: N/A

Fiscal Impact: There's no fiscal impact to the budget for this item.

Attachments:

R25-267 Agenda_Item_3733-2025_Resolution_for_American_Healthcare_Institute.docx
Exhibit A to Resolution - AmHealth & BBFD Affiliation Agreement .pdf
R25-268 Agenda_Item_3733-2025_Resolution_for_Affiliations_etc.docx

RESOLUTION NO. R25-267

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AFFILIATION AGREEMENT WITH THE AMERICAN HEALTHCARE INSTITUTE, ALSO KNOWN AS AMHEALTH, FOR THE EMERGENCY MEDICAL TECHNICIAN AND PARAMEDIC STUDENT RIDE TIME PROGRAM WITH BOYNTON BEACH FIRE RESCUE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City desires to allow the American Healthcare Institute, also known as AmHealth, EMT and Paramedic students to complete their required clinical ride times with Boynton Beach Fire Rescue. These ride-alongs are a vital part of the students' educational journey, offering them hands-on, real-world experience in the field. Under the supervision of our experienced personnel, students gain practical skills and, as they progress through their curriculum and receive sign-offs from their respective schools, students are permitted to assist lead paramedics in providing patient care. Boynton Beach Fire Rescue has a long-standing history of supporting student education, having partnered with Palm Beach State College (PBSC) for over 20 years. Extending this opportunity to AmHealth students will continue to support our mission of excellence in emergency medical services while fostering the growth of future EMS providers; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve an Affiliation Agreement with the American Healthcare Institute, also known as AmHealth, for the Emergency Medical Technician and Paramedic Student Ride Time Program with Boynton Beach Fire Rescue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Affiliation Agreement with the American Healthcare Institute, also known as AmHealth, for the Emergency Medical Technician and Paramedic Student Ride Time Program with

Boynton Beach Fire Rescue (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 4. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Kori Grant to forward to AmHealth.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-267

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AFFILIATION AGREEMENT

This Agreement made and entered into on this date of 08/25/2025 between Boynton Beach Fire Rescue, referred to as "Ride/Clinical Facility," and American Healthcare Institute (aka AmHealth) at 5205 Greenwood Ave, Suite 280, West Palm Beach, Florida 33407 a public corporation under the laws of the State of Florida, hereinafter referred to as "Institute".

Whereas the parties hereto desire to enter into a contractual arrangement providing education and training of students in the Institute's programs.

NOW THEREFORE, It Is Agreed Between the Parties as Follows:

1. The Institute has undertaken to educate and train students in all programs.
2. The programs shall be under the auspice of the Institute, as defined in Florida State

Statutes Chapter 401, Administrative Code 64E-2.036 and464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training Program.

3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their semester/program.

The Institute Further Agrees To:

1. The Institute hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the Institute shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs, which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the program are subject to and comply with the rules and regulations of the Institute and receive the training and certification required by Statutes Chapter 401, Administrative Code 64E-2.036 and 464.019 (1)(g)(h), 464.019 (1)(f)(g), 464.019 and 120.60, Training

Program and Ride/Clinical Facility.

3. Adhere to the policies and procedures established by the Ride/Clinical Facility to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the Ride/Clinical Facility designee selecting ride/clinical experiences for the students of the program. However, the Institute acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by the clinical site and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the ride/clinical experiences to the Ride/Clinical Facility.

6. The Institute shall ensure that each student provides at his or her own expense the following: (a) Uniforms (b) Laundry service (c) Transportation (d) Meals (e) Physical examination (f) Required immunizations (g) Hospital and medical treatment (i) Personal/private accident insurance or evidence of such protection so as to include Professional Liability Insurance coverage of not less than $1,000,000.00 per occurrence and $3,000,000.00 aggregate. Such insurance shall specifically include the Ride/Clinical Facility as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

The Ride/Clinical Facility Further Agrees To:

1. Provide the necessary facilities for ride/clinical experiences for all students.

2. Cooperate in the assignments of the students at the Ride/Clinical Facility with staff of the Institute, however; such assignments shall be in accordance with the Ride/Clinical Facility's established shifts, available qualified supervisory personnel, and station availability.

3. Provide liaison between the Ride/Clinical Facility administrator and the Institute Program Director/Coordinator.

4. Provide for supervision at all times of students while participating in the ride/clinical setting at the Ride/Clinical Facility.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of the Ride/Clinical Facility, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives, or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law**,** the Institute, shall indemnify and save harmless and defend the Ride/Clinical Facility, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Institute, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by the Ride/Clinical Facility to be sued.

4. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

5. The Ride/Clinical Facility and the Institute, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties.

6. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

7. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

AUTHORIZATION OF AGREEMENT WITH FACILITY AND INSTITUTE

Name of Facility: Boynton Beach Fire Rescue

Address: 2080 High Ridge Rd

City, State, Zip Code: Boynton Beach, FL 33426

Name of Contact: _____

Title of Contact: _____

Phone Number of Contact: _____

Email of Contact: _____

_____
Facility Administrator *(Print Name)*

_____
Facility Administrator *(Signature)*

_____
Date

American Healthcare Institute
5205 Greenwood Ave
Suite280
West Palm Beach, FL 33407

Robert Bonds
Chief Executive Officer
(412)335-4954
rbonds@compumed.edu

Robert Bonds, CEO
Robert Bonds *(Print Name)*



Robert Bonds *(Signature)*

11/17/2023
Date

RESOLUTION NO. R25-268

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE AFFILIATION AGREEMENTS, PARTICIPATION AGREEMENTS, VOLUNTEER AGREEMENTS, INTERNSHIP AGREEMENTS, WORK EXPERIENCE AGREEMENTS, AND OTHER SIMILAR AGREEMENTS, BETWEEN THE CITY AND VARIOUS PUBLIC AND PRIVATE ENTITIES WHERE NO FISCAL IMPACT APPLIES, SUBJECT TO APPROVAL AS TO LEGAL SUFFICIENCY BY THE CITY ATTORNEY'S OFFICE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City regularly enters into Affiliation, Participation, Volunteer, Internship, Work Experience Agreements, and other similar agreements with various public and private entities to facilitate cooperative relationships, establish operational frameworks, clarify roles and responsibilities, provide real-world work experience, and advance municipal interests; and

WHEREAS, such agreements often involve no direct fiscal impact to the City but serve important administrative, operational, or policy purposes, including but not limited to information sharing, mutual cooperation, resource coordination, and establishing protocols for future collaboration; and

WHEREAS, streamlining the approval process for these types of volunteer/internship/work experience agreements with no fiscal impact promotes operational efficiency while maintaining appropriate oversight and transparency in the City's contractual relationships; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to authorize the Mayor or City Manager to execute Affiliation Agreements, Participation Agreements, Volunteer Agreements, Internship Agreements, and other similar agreements between the City and various public and private entities where no fiscal impact applies, subject to the City Attorney's Office approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor or City Manager to execute Affiliation Agreements, Participation Agreements, Volunteer Agreements, Internship Agreements, and other similar agreements, ancillary documents, and term extensions, between the City and various public and private entities where no fiscal impact applies on an as-needed basis, subject to approval as to legal sufficiency by the City Attorney's Office.

SECTION 3. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-268

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Resolution No. R25-269- Approving the Settlement Agreement and Full and Final General Release in the matter of Roger Salazar v. City of Boynton Beach, et al., totaling $110,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-269.

Explanation of Request: The Code of Ordinances of the City of Boynton Beach, Florida, provides that the settlement of all claims in excess of $50,000 requires approval of the City Commission. Plaintiff, Roger Salazar, brought a claim against the City of Boynton Beach stemming from an incident that occurred on or about May 3, 2023. A Settlement and Release of Claim was reached with Plaintiff for $110,000 in exchange for a general release of all claims, which resolves all claims for damages, including attorney's fees and costs.

How will this affect city programs or services? N/A

Budgeted Item: Yes

Account Line Item and Description: 522-1710-519-49-20 Other Current Charges/Self Insured Loss - Liability.

Fiscal Impact: $110,000, of which the City is responsible for $94,898.02 of the remaining SIR.

Attachments:
R25-269 Agenda_Item_3729-2025_Resolution_for_Salazar_Release_of_Claims.docx
General Release - SALAZAR.docx
Executed settlement agreement.pdf
General Release - Fully Executed.pdf

RESOLUTION NO. R25-269

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CONDITIONAL SETTLEMENT AND RELEASE OF CLAIM IN THE MATTER OF ROGER SALAZAR V. CITY OF BOYNTON BEACH, TOTALING $110,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Code of Ordinances of the City of Boynton Beach, Florida, provides that the authority for settlement of all claims in excess of $50,000 shall require approval of the City Commission by formal resolution; and

WHEREAS, Roger Salazar ("Plaintiff") brought a claim stemming from an alleged incident that occurred on or about May 3, 2023; and

WHEREAS, a Settlement and Release of Claim was reached with the Plaintiff for $110,000 in exchange for a general release of all claims, which resolves all claims for damages between the Plaintiff and Defendant, City of Boynton Beach, as well as attorney's fees and costs; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the Settlement Agreement and Full and Final General Release of Claim in the matter of Roger Salazar v. City of Boynton Beach, totaling $110,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Settlement Agreement and Full and Final General Release of Claim in the matter of Roger Salazar v. City of Boynton Beach, totaling $110,000, in form and substance similar to that attached as **Exhibit A**.

SECTION 3. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-269

PASSED AND ADOPTED this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

GENERAL RELEASE

WHEREAS, the undersigned, ROGER SALAZAR, has a lawsuit against the CITY OF BOYNTON BEACH (the "City") styled *ROGER SALAZAR v. CITY OF BOYNTON BEACH*, filed in the Fifteenth Judicial Circuit, In and for Palm Beach County, Florida, Case No. 502024CA009423XXXMB (the "Action"); and

WHEREAS, the parties to this Release desire to compromise and settle the claim rather than incur the expense and uncertainty of litigation; and

NOW THEREFORE, in consideration of the premises, in the absence of which this Release would not be executed and delivered by the undersigned nor accepted by Defendant, CITY OF BOYNTON BEACH, and the benefits and advantages anticipated by the undersigned and the City, from the compromise and settlement of said claim and said Action, and in consideration also of the sum of ***ONE HUNDRED AND TEN THOUSAND and 00/100 DOLLARS ($110,000.00)***, and the following conditions:

Each party is to bear its own costs and attorney fees; and

This Release applies to the City and its current and former agents and employees individually and in their official capacities, including City Officer Davon Jennings; and

The parties agree to enter a stipulation of dismissal with prejudice of the above-referenced Action; further

ROGER SALAZAR in hand paid by the City and the receipt of which is hereby acknowledged, the undersigned has acquitted, released, exonerated, and discharged, and does hereby acquit, release, exonerate, and discharge the City, and its current and former agents, employees, directors, representatives, successors, legal representatives and assigns, individually and in their official capacities, of and from any and all obligations, liability, or responsibility under the laws of the State of Florida, and of any other State of the United States of America, for, from, upon, under or on account of or growing or arising out of said claim or said Action, including (but not by the specific references excluding any other element of obligation, liability or responsibility in respect to said occurrence) all damages, losses, costs, charges, and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued, or hereafter accruing, resulting directly or indirectly, approximately or remotely, from all and any of the matters and things embraced in said claim and in said Action, including but not limited to, all claims arising from that certain alleged accident which occurred on or about **May 3, 2023**, in West Palm Beach, Palm Beach County, Florida, and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefore from the City.

As further consideration and inducement for this compromise settlement, ROGER SALAZAR agrees to satisfy or otherwise resolve any valid liens, subrogated interests, or other obligations arising from said incident and agrees to protect all parties named in this Release from liability for Plaintiff's failure to fulfill this obligation.

The hereinabove recited consideration is the full, complete and entire consideration for this Release, and there is no agreement, oral or written, expressed or implied, whereby ROGER SALAZAR is to receive

at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance, or condition any further consideration of any kind whatsoever from the City, for or on account of any other matter, circumstance or thing whatsoever; and in consideration of the premises, the undersigned hereby agrees that it will not, and that its heirs, legal representatives and assigns shall not, hereafter file or institute in any court any other suit against the Defendant or its heirs, agents, or employees, including City police officer Davon Jennings, for or on account of or in respect of said claim or any of the matters and things alleged in said Action, and that to any other suit or Action which nevertheless may be hereafter brought on account or in respect of any of the matters and things involved in said claim and in said Action this Release shall be a complete and conclusive defense.

ROGER SALAZAR further agrees to satisfy or otherwise resolve all personal injury protection liens, health insurance liens, hospital liens, attorneys' charging liens, or other liens that have arisen or may arise as a result of benefits payable to the undersigned for injuries sustained or earnings lost or expenses incurred arising out of the above accident. The undersigned further agrees to indemnify the City from such meritorious claims and agrees to satisfy or otherwise resolve such claims out of the proceeds of this settlement.

In partial consideration for the payments made under the terms of this Release and Settlement Agreement, ROGER SALAZAR agrees, promises, and warrants that all liens, including hospital liens, emergency medical services care, ambulance, fire rescue liens, medical liens, insurance liens, Medicare liens or past conditional payments, Medicaid liens, or any liens asserted by any governmental entities or agencies whatsoever and any other liens, bills or claims arising out of or related to the incident referenced above, and the claimed injuries to ROGER SALAZAR, will be fully satisfied or otherwise resolved by ROGER SALAZAR, out of the proceeds of the settlement referenced hereinbefore the proceeds are disbursed to ROGER SALAZAR by his attorney. ROGER SALAZAR further agrees, promises, and warrants that ROGER SALAZAR will be solely responsible to any lienholder, claimant, or creditor for any such liens or outstanding bills or charges for ROGER SALAZAR's medical treatment related to this incident and that the City will have no responsibility or obligation whatsoever for any such liens, bills, claims, or charges specifically including liens for any "past conditional payments" or future set-aside obligations through Medicare.

If ROGER SALAZAR fails to fulfill his obligation to satisfy or otherwise resolve all valid liens or obligations arising from the subject incident, he further agrees to indemnify, hold harmless and defend the City against loss, cost, expense, or liability imposed upon or incurred by the City arising from, relating to or concerning meritorious Medicare conditional payments and the Medicare Set-Aside trust pertaining to or arising from this accident. ROGER SALAZAR waives any claim or cause of action he may have against the City under the Medicare Secondary Payer Act (MSP) pursuant to 42 USC §1395y(b)(3)(A) if Medicare finds an allocation insufficient.

The undersigned has read this Release and consulted with his attorney in said cause and understands the purpose, tenor, and effect of this Release. It contains and sets forth the entire agreement between the parties hereto, and there is no part of the agreement between them in respect of the premises, which is not entirely, completely, accurately, and truly set forth herein.

Notwithstanding the language contained in this Release, this Release shall not be construed as releasing any medical providers from potential claims that may arise based upon treatment and care rendered due to the accident which is the subject of this Release. Moreover, this Release shall not be construed as releasing any health insurance carrier or other insurers from medical and lost wage benefits to which the Releasors are entitled.

IN WITNESS WHEREOF, ROGER SALAZAR has hereunto set his hand and seal, in _____, Palm Beach County, Florida, this _____ day of September, 2025.

Signed, sealed and delivered in the presence of:

By: _____
ROGER SALAZAR

STATE OF _____ }
} SS:
COUNTY OF _____ }

On this _____ day of _____ 2023, the foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, by ROGER SALAZAR, an individual,

☐ Personally Known OR
☐ Produced Identification – Type of Identification Produced
_____

[SEAL]

_____
Notary Public Signature

Print Name: _____

Commission number: _____

Vinesign Document ID: 371ADFDC-CF70-417D-B71B-5DCB9192E4FE

Settlement Agreement

Case Name: ROGER SALAZAR v. CITY OF BOYNTON BEACH

Case No.: 502024CA009423XXXMB

Court: The Circuit Court of the Fifteenth Judicial Circuit, In and For Palm Beach County, Florida

The Plaintiff, ROGER SALAZAR (hereinafter "Plaintiff"), and CITY OF BOYNTON BEACH (hereinafter "City"), have reached a settlement of all claims that Plaintiff may have against the City. This settlement specifically includes, but is not limited to, all claims against the City in the above-styled action. The City agrees to pay the total amount of ***ONE HUNDRED AND TEN THOUSAND and 00/100 DOLLARS ($110,000.00)*** to Plaintiff, ROGER SALAZAR.

The parties to this agreement acknowledge that this settlement agreement is contingent upon further approval as set in City's Charter and Codes relative to the settlement of claims. In addition, the parties agree that "further approval" is contingent on, among other things, the total satisfaction of all conditions set forth herein to the satisfaction of the City and that the City will not seek the "further approval" until all conditions set forth herein are met to the City's satisfaction.

Plaintiff agrees to accept said amount in complete and total settlement of all claims that Plaintiff may have against the City and its respective officials, officers, employees (both presently or previously employed) or agents, in their official or individual capacity, relating to any and all claims arising from an alleged accident that is the subject of the above-captioned action and which occurred on or about **May 3, 2023**, in West Palm Beach, Palm Beach County, Florida.

Plaintiff agrees to execute the General Release in the form prepared by the City releasing the City of Boynton Beach and its respective officials, officers, employees (both presently or previously employed), or agents, in their official or individual capacity, from any further liability, responsibility or obligation whatsoever, growing out of the matter at hand. The Plaintiff agrees to execute all Medicare status forms according to Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007; and or any Addendum to Settlement Agreement and General Releases with regard to Medicare's Interest that may be required by Rule of Law, if applicable. The Plaintiff further agrees to resolve all liens and outstanding obligations arising from the subject incident, whether medical or otherwise, with the proceeds of this conditional settlement agreement being held in escrow in the Plaintiff's attorneys' trust account until said liens and outstanding obligations have been satisfied or otherwise resolved. Plaintiff shall communicate to the City all amounts due to Medicare or Medicaid to resolve any lien, and the City will be pay said amount directly to Medicare or Medicaid from the settlement proceeds, if applicable.

Plaintiff further agrees that all liens (including, but not limited to, medical, workers' compensation

RS

The signed document can be validated at https://app.vinesign.com/Verify

or legal expenses or fees) that may exist relative to this matter will be resolved to the City's satisfaction as set forth above and and prior to the delivery of the settlement funds. Plaintiff agrees to protect the City from any liability arising from Plaintiff's failure to fulfill this material obligation.

Dated this 29th day of September, 2025.

OFFICE OF THE CITY ATTORNEY
CITY OF BOYNTON BEACH
100 E. Ocean Avenue
Boynton Beach, FL 33435
Telephone: (561) 742-6076
Email: lagosg@bbfl.us
Secondary email: vegass@bbfl.us

By: _____
ROGER SALAZAR

By: _____
George D. Lagos, Esquire
Fla. Bar No.: 41320

Vinesign Document ID: 907D54D4-DE70-4AAE-BD27-34C182EEEA4B

GENERAL RELEASE

WHEREAS, the undersigned, ROGER SALAZAR, has a lawsuit against the CITY OF BOYNTON BEACH (the "City") styled *ROGER SALAZAR v. CITY OF BOYNTON BEACH,* filed in the Fifteenth Judicial Circuit, In and for Palm Beach County, Florida, Case No. 502024CA009423XXXMB (the "Action"); and

WHEREAS, the parties to this Release desire to compromise and settle the claim rather than incur the expense and uncertainty of litigation; and

NOW THEREFORE, in consideration of the premises, in the absence of which this Release would not be executed and delivered by the undersigned nor accepted by Defendant, CITY OF BOYNTON BEACH, and the benefits and advantages anticipated by the undersigned and the City, from the compromise and settlement of said claim and said Action, and in consideration also of the sum of ***ONE HUNDRED AND TEN THOUSAND and 00/100 DOLLARS ($110,000.00)***, and the following conditions:

Each party is to bear its own costs and attorney fees; and

This Release applies to the City and its current and former agents and employees individually and in their official capacities, including City Officer Davon Jennings; and

The parties agree to enter a stipulation of dismissal with prejudice of the above-referenced Action; further

ROGER SALAZAR in hand paid by the City and the receipt of which is hereby acknowledged, the undersigned has acquitted, released, exonerated, and discharged, and does hereby acquit, release, exonerate, and discharge the City, and its current and former agents, employees, directors, representatives, successors, legal representatives and assigns, individually and in their official capacities, of and from any and all obligations, liability, or responsibility under the laws of the State of Florida, and of any other State of the United States of America, for, from, upon, under or on account of or growing or arising out of said claim or said Action, including (but not by the specific references excluding any other element of obligation, liability or responsibility in respect to said occurrence) all damages, losses, costs, charges, and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued, or hereafter accruing, resulting directly or indirectly, approximately or remotely, from all and any of the matters and things embraced in said claim and in said Action, including but not limited to, all claims arising from that certain alleged accident which occurred on or about **May 3, 2023**, in West Palm Beach, Palm Beach County, Florida, and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefore from the City.

As further consideration and inducement for this compromise settlement, ROGER SALAZAR agrees to satisfy or otherwise resolve any valid liens, subrogated interests, or other obligations arising from said incident and agrees to protect all parties named in this Release from liability for Plaintiff's failure to fulfill this obligation.

The hereinabove recited consideration is the full, complete and entire consideration for this Release, and there is no agreement, oral or written, expressed or implied, whereby ROGER SALAZAR is to receive

RS

The signed document can be validated at https://app.vinesign.com/Verify

at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance, or condition any further consideration of any kind whatsoever from the City, for or on account of any other matter, circumstance or thing whatsoever; and in consideration of the premises, the undersigned hereby agrees that it will not, and that its heirs, legal representatives and assigns shall not, hereafter file or institute in any court any other suit against the Defendant or its heirs, agents, or employees, including City police officer Davon Jennings, for or on account of or in respect of said claim or any of the matters and things alleged in said Action, and that to any other suit or Action which nevertheless may be hereafter brought on account or in respect of any of the matters and things involved in said claim and in said Action this Release shall be a complete and conclusive defense.

ROGER SALAZAR further agrees to satisfy or otherwise resolve all personal injury protection liens, health insurance liens, hospital liens, attorneys' charging liens, or other liens that have arisen or may arise as a result of benefits payable to the undersigned for injuries sustained or earnings lost or expenses incurred arising out of the above accident. The undersigned further agrees to indemnify the City from such meritorious claims and agrees to satisfy or otherwise resolve such claims out of the proceeds of this settlement.

In partial consideration for the payments made under the terms of this Release and Settlement Agreement, ROGER SALAZAR agrees, promises, and warrants that all liens, including hospital liens, emergency medical services care, ambulance, fire rescue liens, medical liens, insurance liens, Medicare liens or past conditional payments, Medicaid liens, or any liens asserted by any governmental entities or agencies whatsoever and any other liens, bills or claims arising out of or related to the incident referenced above, and the claimed injuries to ROGER SALAZAR, will be fully satisfied or otherwise resolved by ROGER SALAZAR, out of the proceeds of the settlement referenced hereinbefore the proceeds are disbursed to ROGER SALAZAR by his attorney. ROGER SALAZAR further agrees, promises, and warrants that ROGER SALAZAR will be solely responsible to any lienholder, claimant, or creditor for any such liens or outstanding bills or charges for ROGER SALAZAR's medical treatment related to this incident and that the City will have no responsibility or obligation whatsoever for any such liens, bills, claims, or charges specifically including liens for any "past conditional payments" or future set-aside obligations through Medicare.

If ROGER SALAZAR fails to fulfill his obligation to satisfy or otherwise resolve all valid liens or obligations arising from the subject incident, he further agrees to indemnify, hold harmless and defend the City against loss, cost, expense, or liability imposed upon or incurred by the City arising from, relating to or concerning meritorious Medicare conditional payments and the Medicare Set-Aside trust pertaining to or arising from this accident. ROGER SALAZAR waives any claim or cause of action he may have against the City under the Medicare Secondary Payer Act (MSP) pursuant to 42 USC §1395y(b)(3)(A) if Medicare finds an allocation insufficient.

The undersigned has read this Release and consulted with his attorney in said cause and understands the purpose, tenor, and effect of this Release. It contains and sets forth the entire agreement between the parties hereto, and there is no part of the agreement between them in respect of the premises, which is not entirely, completely, accurately, and truly set forth herein.

Notwithstanding the language contained in this Release, this Release shall not be construed as releasing any medical providers from potential claims that may arise based upon treatment and care rendered due to the accident which is the subject of this Release. Moreover, this Release shall not be construed as releasing any health insurance carrier or other insurers from medical and lost wage benefits to which the Releasors are entitled.



RS

Roger Salazar

IN WITNESS WHEREOF, ROGER SALAZAR has hereunto set his hand and seal, in West Palm Beach, Palm Beach County, Florida, this 1st day of ~~September~~ October, 2025.

Signed, sealed and delivered in the presence of:

By:
ROGER SALAZAR

STATE OF Florida }
} SS:
COUNTY OF Palm Beach }

On this 1st day of October 2025, the foregoing instrument was acknowledged before me, by means of ● physical presence or ● online notarization, by ROGER SALAZAR, an individual,

● Personally Known OR
● Produced Identification – Type of Identification Produced
FL DL

[SEAL]

Notary Public Signature

Notary Public State of Florida
Korina E. Malone
My Commission HH 599094
Expires 10/2/2028

Print Name:

Commission number:

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Resolution No. R25-270- Approving City's purchase of 670 Oak Street from Sellers Deborah Canepa and Scott Picardy in the amount of Six Million Eight Hundred Thousand and 00/100 Dollars ($6,800,000) to be used as a public park, and authorizing the City Manager to negotiate the final deed restriction subject to approval of form by the City Attorney. Proposed Resolution No. R25-271- Approve budget amendment for FY2025-26, adjusting the budget appropriations and revenue sources and providing spending authority for various Funds, Operating Departments, and Capital Budgets.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-270 and R25-271.

Explanation of Request: On August 12, 2025, the CRA Board was presented with the option to purchase the property located at 670 Oak Street. The property is located to the south of Harvey E. Oyer Jr. Park and within the Federal Highway Corridor District of the CRA. The property provides the City with an opportunity to expand the Harvey E. Oyer Jr. Park and to provide expanded public access to the Intracoastal waterway and the Ocean. The City prepared a conceptual site plan for potential expansion of Harvey E. Oyer Jr. Park (see Exhibit A).

On August 29, 2025, City and CRA staff met to discuss the acquisition of the property. Given the City’s planning efforts and anticipated eventual ownership of the park, CRA and City staff and legal recommend that the CRA and City enter into an interlocal agreement and partnership where the City takes title to the property, allowing it to negotiate as appropriate for long-term ownership, and the CRA contribute funding for the acquisition, which is consistent with CRA goals. Representatives from the CRA and City staff met with a representative of the seller's representative regarding this proposal, who represented that this is acceptable to the seller.

On September 9, 2025 the CRA Board approved and on September 18, 2025 the City Commission approved the interlocal agreement between the City and CRA for the purchase of the 670 Oak street property and authorized the reimburse up to $7.1M for the purchase cost and any costs incurred as part of the feasibility study.

How will this affect city programs or services? The purchase of the 670 Oak Street property will expand the existing Harvey E. Oyer, Jr. Park and allow the City to improve access to the City's waterfront.

Account Line Item and Description: A budget amendment is attached as Exhibit A1.

Fiscal Impact: The Boynton Beach Community Redevelopment Agency will be providing funding for the purchase and due diligence through the proposed interlocal agreement between the City and CRA.

See the attached budget amendment which increases Fund 302 appropriation from $32,435,599 to $39,535,599. This purchase results in a increase of $7,100,000 to Fund 302 for FY2025-26.

Attachments:
R25-270 Agenda_Item_3662-2025_Resolution_for_670_Oak_Street_City_Purchase.docx
Exhibit A to Resolution - Purchase and Sale Agreement (670 Oak Street)
R25-271 Agenda_Item_3662-2025_Resolution_for_Budget_Amendment.docx
Exhibit A-1 - Budget Amendment
Appraisal
Aerial Photo
Survey
Conceptual Site plan
Term Sheet

RESOLUTION NO. R25-270

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CITY'S PURCHASE OF 670 OAKS STREET FROM SELLERS DEBORAH CANEPA AND SCOTT PICARDY IN THE AMOUNT OF SIX MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS ($6,800,000.00) TO BE USED AS A PUBLIC PARK; AND FOR ALL OTHER PURPOSES.

WHEREAS, the current owners, Deborah Canepa and Scott Picardy ("Sellers") of the property located at 670 Oak Street, Boynton Beach, FL (the "Property"), have offered to sell the Property to the City in the amount of Six Million Eight Hundred Thousand and 00/100 Dollars ($6,800,000.00) to be used as a public park; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the City's purchase of 670 Oaks Street from Sellers Deborah Canepa and Scott Picardy in the amount of Six Million Eight Hundred Thousand and 00/100 Dollars ($6,800,000.00) to be used as a public park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the City's purchase of 670 Oaks Street from Sellers Deborah Canepa and Scott Picardy in the amount of Six Million Eight Hundred Thousand and 00/100 Dollars ($6,800,000.00) to be used as a public park.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Purchase and Sale Agreement between the City ("Buyer") and Deborah Canepa and Scott Picardy ("Sellers") for the City's purchase of 670 Oaks Street in the amount of Six Million Eight Hundred Thousand and 00/100 Dollars ($6,800,000.00) (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms. The Mayor is further authorized to execute any necessary documents to accomplish the purchase of the property.

SECTION 5. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Gail Mootz to forward to the Sellers.

SECTION 6. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the City Manager to negotiate the final deed restriction subject to approval of form by the City Attorney.

SECTION 7. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-270

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Authentisign ID: 204E900D-6A9D-F011-8E61-002248330C80

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between CITY OF BOYNTON BEACH, a municipal corporation (hereinafter "PURCHASER"), and Deborah Canepa and Scott E. Picardy (together, hereinafter "SELLER"). PURCHASER and SELLER may be referred to herein individually as a "party" and collectively as the "parties."

In consideration of the mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions hereinafter set forth, the Properties located in Palm Beach County, Florida (the "Properties") and more particularly described as follows:

> That tract of land marked on W.S. Shepard's Plat of the Subdivision of Sam Brown Jr's. Subdivision of the South ½ of fractional Section 15, Township 45 South, Range 43 East, said Plat being on record in Palm Beach County, Florida, in Plat Book 8, Page 8, and the land being marked on said Plat "Reserve" lying east of Lot 1, Block 2, and extending to Lake Worth and being 146.7 feet North and South and 400 feet East and West, more or less, extending to Lake Worth and all riparian rights, less the West 25 feet thereof.
>
> Also that certain tract of land lying between the North and South Boundary lines of the aforesaid parcels of land referred to herein as "Reserve", said land being described and dedicated as Palm Way on the aforementioned W.S. Shepard's Plat.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property shall be Six Million Eight Hundred Thousand Dollars ($6,800,000.00), payable in cash, by wire transfer of United States Dollars at the Closing.

3. DEPOSIT.

3.1 Earnest Money Deposit. Within five (5) Business Days after the execution of the Purchase Agreement by both parties, PURCHASER shall deliver to Integrity Land Title, Attention to Leslie Mendenhall, ("Escrow Agent"), located at 2010 Vista Pkwy, Suite 130, West

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Palm Beach, FL, a deposit in the amount of Three Hundred Thousand Dollars ($300,000) the "Deposit").

3.2 Application/Disbursement of Deposit. The Deposit shall be applied and disbursed as follows:

The Deposit shall be delivered to SELLER at Closing and the PURCHASER shall receive credit for such amount against the Purchase Price. If this Agreement is terminated during the Feasibility Period (hereinafter defined) for any reason, the Deposit shall be immediately refunded to the PURCHASER. If this Agreement is terminated due to a default, pursuant to Section 12, the Deposit shall be delivered to (or retained by, as applicable) the non-defaulting Party, and the non-defaulting Party shall have such additional rights, if any, as are provided in Section 12.

3.3 Escrow Agent. PURCHASER and SELLER authorize Escrow Agent to receive, deposit and hold funds in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Agreement. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to PURCHASER and SELLER, unless the misdelivery is due to Escrow Agent's willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, due to competing claims to the Deposit from SELLER and PURCHASER, Escrow Agent will recover reasonable attorney's fees and costs which, pursuant to court order, are to be paid from the escrowed funds which are charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

4. EFFECTIVE DATE. The date of this Agreement (the "Effective Date") shall be the date when the last one of the SELLER and PURCHASER has signed this Agreement.

5. CLOSING. The purchase and sale transaction contemplated herein shall close on or before 120 days from the Effective Date (the "Closing"), unless extended by other provisions of this Agreement or by written agreement, signed by both parties, extending the Closing.

6. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER, by Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; and (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 7), to

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which PURCHASER fails to object, or which PURCHASER agrees to accept, pursuant to Section 7.1 and Section 7.2 hereof.

7. FEASIBILITY PERIOD. The PURCHASER, and its designees shall have seventy-five (75) days from the Effective Date of this Agreement ("Feasibility Period"), at PURCHASER's expense, to make inquiries to determine if the Property is suitable for its intended use and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests, inspections, valuation appraisals and investigations of the Property, including but not limited to Phase I and Phase II investigations, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER's sole and absolute discretion, to terminate this contract and receive back all deposits hereunder. Suppose PURCHASER elects to terminate this Agreement in accordance with this Section. In that case, PURCHASER shall: (i) leave the Property in substantially the condition existing on the Effective Date, subject to such disturbance as was reasonably necessary or convenient in the testing and investigation of the Property; (ii) to the extent practicable, shall repair and restore any damage caused to the Property by PURCHASER's testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER's testing and investigation. PURCHASER hereby agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. However, PURCHASER's indemnification obligations shall not exceed its statutory limits as provided within Section 768.28, Florida Statutes, and PURCHASER does not waive its sovereign immunity rights. SELLERS' obligations under this Section shall survive the termination, expiration or Closing of this Agreement. If, at the end of the Feasibility Period, PURCHASER has not elected to terminate this Agreement, PURCHASER shall within five days deliver to Escrow Agent Five Thousand Dollars ($5,000.00), which upon delivery, shall be considered a part of the Deposit for all purposes hereunder.

7.1 Title Review. Within twenty (20) days of the Effective Date, PURCHASER shall obtain, at the PURCHASER's expense, from a Title Company chosen by PURCHASER (hereinafter "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. Any and all assessments, outstanding utility charges, liens and other matters not constituting Permitted Exceptions shall be paid by Seller prior to or at closing from Seller's proceeds. PURCHASER shall examine the Title Commitment and deliver written notice to SELLER no later than thirty (30) days after the Effective Date notifying SELLER of any objections PURCHASER has to the condition of title

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SELLER's Initials: DC

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(hereinafter "Title Objections"). If PURCHASER fails to deliver the Title Objections to SELLER within the aforesaid review period, title shall be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the Title Objections, then SELLER shall have thirty (30) days to diligently and in good faith undertake all necessary activities to cure and remove the Title Objections (hereinafter "Cure Period"). In the event that SELLER is unable to cure and remove, or cause to be cured and removed, the Title Objections within the Cure Period, to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER's sole and absolute discretion, shall have the option of (i) extending the Cure Period and the Closing for one additional thirty (30) day period (hereinafter "Extended Cure Period," or (ii) accepting the title as-is condition and proceeding to Closing under the terms of this Agreement, or (iii) canceling and terminating this Agreement, in which case, the Deposit shall be returned to PURCHASER and the Parties shall have no further obligations or liability hereunder, except for those expressly provided herein to survive termination of this Agreement. If the SELLER is unable to cure PURCHASER's Title Objections within the Extended Cure Period, PURCHASER may terminate the Agreement and receive a return of its Deposit or may proceed to Closing under the terms of the Agreement.

Prior to the Closing, PURCHASER shall have the right to cause the Title Company to issue an updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any conditions which did not appear in the Title Commitment, and such items render title unmarketable, PURCHASER shall have the right to object to such new or different conditions in writing prior to Closing. All rights and objections of the Parties with respect to objections arising from the Title Update shall be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

7.2. Survey Review. PURCHASER, at PURCHASER's expense, shall obtain a current boundary survey (the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable governmental regulations, the same shall constitute a title defect and shall be governed by the provisions of Section 7.1 concerning title objections.

7.3 SELLER Deliveries.

SELLER shall deliver to PURCHASER the following documents and instruments within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

7.3.1 Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER's possession or control with respect to the physical condition or operation of the Property, if any.

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SELLER's Initials: SEP DC

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7.3.2 Copies of all licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Property, or any portion thereof (the "Governmental Approvals"), which are material to the use or operation of the Property, if any.

7.3.3 Prior to the Closing Date, SELLER shall execute and deliver to PURCHASER any and all documents and instruments required by PURCHASER, in PURCHASER's sole and absolute discretion, which: (i) effectuate the transfer to PURCHASER of those Governmental Approvals, or portions thereof which are applicable to the Property, that PURCHASER desires to have assigned to it, and/or (ii) cause the Property to be withdrawn from any Governmental Approvals. SELLER warrants that there will not be, at the time of Closing, any unrecorded instruments affecting the title to the Property, including, but not limited to any conveyances, easements, licenses or leases.

7.4. Deed Restriction. During the Feasibility Period, SELLER and PURCHASER may agree to the form of a restrictive covenant or similar document ("Deed Restriction") that shall burden the Property, which restrictive covenant shall be subject to approval by the City Commission of the City of Boynton Beach. If the parties are unable to agree to a Deed Restriction that is mutually acceptable to both parties during the Feasibility Period, either party may terminate this Agreement at which point the Deposit shall be returned to PURCHASER and the parties shall proceed as if the Agreement were terminated pursuant to Paragraph 7. If the parties agree to the form of a Deed Restriction, and such Deed Restriction receives City Commission approval, such Deed Restriction shall be executed at Closing and recorded in the Official Record Books of the Public Records of Palm Beach County. PURCHASER expressly agrees that any objection to title based on the agreed-upon, duly executed Deed Restrictions is hereby waived by PURCHASER, and such Deed Restrictions shall be deemed "Permitted Exceptions" under Section 4(a) of this Agreement, notwithstanding any provision in this Agreement to the contrary; PURCHASER's acceptance of the Deed at Closing shall be deemed conclusive evidence of PURCHASER's acceptance of the Property subject to the Deed Restrictions, and this provision shall survive the Closing.

8. CONDITIONS TO CLOSING. PURCHASER shall not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "Conditions to Closing") are either fulfilled or waived by PURCHASER in writing:

8.1. Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement shall be true and correct as of Closing.

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8.2. Condition of Property. The physical condition of the Property shall be the same on the date of Closing as on the Effective Date, reasonable wear and tear excepted.

8.3. Pending Proceedings. At Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which has not been disclosed, prior to closing, and accepted by PURCHASER.

8.4. Compliance with Laws and Regulations. The Property shall be in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes, requirements, licenses, permits and authorizations as of the date of Closing.

8.5. Occupancy. The property shall be conveyed to the PURCHASER at time of closing unoccupied.

9. CLOSING DOCUMENTS. The PURCHASER shall prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the PURCHASER'S Title Company. At Closing, SELLER shall execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments:

9.1. Deed. A Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

9.2 Seller's Affidavits. SELLER shall furnish to PURCHASER an owner's affidavit attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law; and that there are no parties in possession of the Property other than SELLER. SELLER shall also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same shall be deemed an uncured title objection.

9.3. Closing Statement. A closing statement setting forth the Purchase Price, the Deposit, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses to be paid at Closing, and the net proceeds due SELLER, which PURCHASER shall also execute and deliver at Closing.

9.4. Corrective Documents. Documentation required to clear title to the Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

9.5. Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents

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required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

10. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

10.1. Prorations. Assessments, rents, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. PURCHASER shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through the day prior to Closing. Advance rent and security deposits, if any, will be credited to PURCHASER. Taxes shall be prorated based upon the current year's tax with due allowance made for maximum allowable discount.

10.2 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Palm Beach County Tax Collector's Office. In the event that, following the Closing, the actual amount of assessed real property tax on the Property for the current year is higher than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. This shall survive the Closing.

10.3. Special Assessment Liens. Certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by SELLER. Pending liens as of Closing shall be assumed by PURCHASER. If the improvement has been substantially completed as of the Effective Date, any pending lien shall be considered certified, confirmed or ratified and SELLER shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

10.4. Closing Costs. SELLER shall be responsible for costs associated with documentary stamps on the deed, and curing any title defects. All other costs of closing, including, but not limited to, recording fees, lien search, courier, wire, and costs for surveys and escrow fees, shall be borne by PURCHASER, except that each party shall be responsible for its own attorneys fees and costs.

10.5 Closing Procedure. PURCHASER shall fund the Purchase Price subject to the credits, offsets and prorations set forth herein. SELLER and PURCHASER (as applicable) shall execute and deliver to Closing Agent the Closing Documents. The Closing Agent shall, at Closing: (i) disburse the sale proceeds to SELLER; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the appropriate public records.

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10.6 Existing Mortgages and Other Liens. At Closing, SELLER shall obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Property.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) shall survive the Closing. In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

11.1 At all times from the Effective Date until prior to Closing, SELLER shall keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER shall indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

11.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

11.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder in this Agreement. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

11.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions. Additionally, SELLER represents that SELLER will not, between the date of this Agreement, and the Closing take any action to terminate or materially, amend or alter any existing leases presently in existence, without the prior consent of PURCHASER, which consent shall not be unreasonably withheld or delayed.

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11.5 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property as a lessee.

11.6 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect, however, SELLER may maintain the MLS listing status as "pending." SELLER shall use its best efforts to maintain the Property in its present condition so as to ensure that it shall remain substantially in the same condition from the conclusion of the Feasibility Period to the Closing Date.

11.7 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

11.8 SELLER represents that it has no actual knowledge nor has it received any notice that the Property has been, is presently or is contemplated to be utilized as a reservoir of hazardous material. As used herein, the term "Hazardous Material" shall mean any substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other state or local governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

11.9 Between the date of this Agreement and the date of closing, SELLER will not file any application for a change of the present zoning classification of the Property.

11.10 Authority. The execution and delivery of this Agreement by SELLER and the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

11.11 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

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11.12 Additional Warranties and Representations of SELLER. As a material inducement to PURCHASER entering into this Agreement, SELLER, to the best of SELLER'S information and belief, hereby represents and warrants the following:

11.12.1 There are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, PURCHASER, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Property or any portion thereof and SELLER has not granted or is not obligated to grant any interest in the Property to any of the foregoing entities.

11.12.2 There are no facts believed by SELLER to be material to the use, condition and operation of the Property in the manner that it has been used or operated, which it has not disclosed to PURCHASER herein, including but not limited to unrecorded instruments or defects in the condition of the Property

11.12.3 To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

12. DEFAULT.

12.1. PURCHASER's Default. In the event that this transaction fails to close due to a wrongful refusal to close or default on the part of PURCHASER, subject to the provisions of Paragraph 12.3 below, the Deposit actually then being held by the Escrow Agent shall be paid by Escrow Agent to SELLER as agreed liquidated damages and, thereafter, neither PURCHASER nor SELLER shall have any further obligation or liabilities under this Agreement, except for those expressly provided to survive the termination of this Agreement; provided, however, that PURCHASER shall also be responsible for the removal of any liens asserted against the Property by persons claiming by, through or under PURCHASER, but not otherwise. PURCHASER and SELLER acknowledge that if PURCHASER defaults, SELLER will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the amount of the Deposit being held by Escrow Agent most closely approximates the amount necessary to compensate SELLER. PURCHASER and SELLER agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision, however, at SELLER'S option, SELLER may also elect to proceed in equity to enforce SELLER'S rights under the Agreement.

12.2. Seller's Default. In the event that SELLER shall fail to fully and timely perform any of its obligations or covenants hereunder or if any of SELLER'S representations are

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untrue or inaccurate, then, notwithstanding anything to the contrary contained in this Agreement, PURCHASER may, at its option: (1) declare SELLER in default under this Agreement by notice delivered to SELLER, in which event PURCHASER may terminate this Agreement and demand that the Deposit be returned, including all interest thereon if any, in accordance with Section 3 and neither Party shall have any further rights hereunder, or (2) seek specific performance of this Agreement, without waiving any action for damages.

12.3. Notice of Default. Prior to declaring a default and exercising the remedies described herein, the non-defaulting Party shall issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party shall have fifteen (15) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period shall only be three (3) business days from the delivery of notice. Both parties agree that if an extension is requested, such extension shall not be unreasonably withheld. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

12.4. Survival. The provisions of this section shall survive the termination of this Agreement.

13. NOTICES. All notices required in this Agreement must be in writing and shall be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to Seller: Deborah Canepa and Scott E. Picardy
Deborah Canepa
641 Oak Street
Boynton Beach, FL 33435
tigerkan@att.net

Scott Picardy
604 Sherry Drive
Anderson, SC 29621
sepicardy@gmail.com}

With a copy to: Kristin Coomber, PA
2653 NW Timbercreek Cir
Boca Raton, FL 33431

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SELLER's Initials: SEP DC

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If to Purchaser: Dan Dugger, City Manager
City of Boynton Beach
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

With a copy to: Shawna Lamb, City Attorney
City of Boynton Beach
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

14. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are hereby made binding on, and shall inure to the benefit of the successors and permitted assigns of the Parties hereto. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER, which shall not be unreasonably withheld. PURCHASER shall have the right to assign this Agreement to the City of Boynton Beach (the "City") without the prior consent of SELLER and the PURCHASER shall be released from any further obligations and liabilities under this Agreement. The PURCHASER may not assign this Agreement to any other party without the prior written approval of SELLER, which shall not unreasonably withheld.

15. BROKER FEES. The SELLER shall be solely responsible for all fees, costs, commissions, or similar due to a real estate broker in connection with the transaction contemplated by this Agreement. SELLER shall indemnify, defend and hold harmless the PURCHASER from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by SELLER on its behalf with any broker or finder in connection with this Agreement. PURCHASER represents that they do not have a real estate broker and shall indemnify, defend and hold harmless the SELLER from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by SELLER on its behalf with any broker or finder in connection with this Agreement. The provisions of this Section shall survive Closing or termination of this Agreement.

16. ENVIRONMENTAL CONDITIONS.

16.1. For purposes of this Agreement, pollutant ("Pollutant") shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal ("Disposal") shall mean the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental laws ("Environmental Laws") shall mean

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any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

16.1.1 As a material inducement to PURCHASER entering into this Agreement, SELLER hereby warrants and represents the following, as applicable:

(1) That SELLER and occupants of the Property have obtained and are in full compliance with any and all permits, if any, regarding the Disposal of Pollutants on the Property or contiguous property owned by SELLER, to the best of SELLER'S knowledge.

(2) SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant on the Property. SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices on contiguous property that is owned by SELLER which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant affecting the SELLER'S property.

(3) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or, to the best of that entity's knowledge, threatened against SELLER or the Property relating in any way to the Disposal of Pollutants on the Property, any portion thereof, or on any contiguous property owned by SELLER.

17. PUBLIC RECORDS. PURCHASER is a public agency subject to Chapter 119, Florida Statutes. The SELLER is hereby notified that the PURCHASER is required by law, pursuant to Chapter 119, to maintain and disclose upon request all records deemed public under the statute including this Agreement and some or all of the documents necessary to consummate the transaction set forth herein. To the extent that any litigation should be instituted by SELLER, either directly or as a third party, to prevent or prohibit PURCHASER from disclosing or providing documents involving this Agreement or the transaction set forth in the Agreement pursuant to a public records request submitted under Chapter 119, SELLER agrees that PURCHASER may either: 1) defend the claim up to and including final judgment, or 2) interplead the challenged documents into the court. In either event, SELLER agrees to pay PURCHASER's reasonable attorneys' fees and costs, both trial and appellate.

18. MISCELLANEOUS.

18.1. General. This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement. Reference to a Section shall be deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement

PURCHASER's Initials:
SELLER's Initials: SEP DC

Authentisign ID: 204E900D-6A9D-F011-8E61-002248330C80

shall be of any force or effect unless in writing executed by the Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement shall be interpreted in accordance with the laws of the State of Florida. The Parties hereby agree that jurisdiction of any litigation brought arising out of this Agreement shall be in the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Southern District of Florida.

18.2. Computation of Time. Any reference herein to time periods which are not measured in business days and which are less than six (6) days, shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full business day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date shall not include the Effective Date in the calculation thereof.

18.3. Waiver. Neither the failure of a party to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations hereunder, shall be deemed a waiver of any rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph shall survive termination of this Agreement and the Closing.

18.4. Construction of Agreement. The Parties to this Agreement, through counsel, have participated freely in the negotiation and preparation hereof. Neither this Agreement nor any amendment hereto shall be more strictly construed against any of the Parties. As used in this Agreement, or any amendment hereto, the masculine shall include the feminine, the singular shall include the plural, and the plural shall include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing shall not merge into the Deed.

18.5. Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law. The provisions of this Section shall apply to any amendment of this Agreement.

PURCHASER's Initials:
SELLER's Initials: SEP DC

Authentisign ID: 204E900D-6A9D-F011-8E61-002248330C80

18.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by PURCHASER and SELLER shall control all printed provisions in conflict therewith.

18.7 Waiver of Jury Trial. As an inducement to PURCHASER agreeing to enter into this Agreement, PURCHASER and SELLER hereby waive trial by jury in any action or proceeding brought by either party against the other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

18.8. Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, shall be awarded to the prevailing party.

18.9 Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

18.10 Recording. This Agreement may not be recorded in the Public Records of Palm Beach County, Florida without the prior approval of both parties.

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, shall survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER's possession of the Property.

18.12 SELLER Attorneys' Fees and Costs. SELLER acknowledges and agrees that SELLER shall be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement.

PURCHASER's Initials:
SELLER's Initials: SEP DC

Authentisign ID: 204E900D-6A9D-F011-8E61-002248330C80

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

PURCHASER:

CITY OF BOYNTON BEACH

_____

Printed Name: Rebecca Shelton

Title: Mayor

Date: _____

WITNESS:

_____

Printed Name: _____

SELLER:

DEBORAH CANEPA & SCOTT PICARDY

AuthentiSIGN Scott E Picardy AuthentiSIGN Deborah Canepa

Printed Name: Scott E Picardy Deborah Canepa

Title: _____

Date: 09/29/25 09/29/25

WITNESS:

_____

Printed Name: _____

_____

Printed Name: _____

Title: _____

Date: _____

_____

WITNESS:

_____

PURCHASER's Initials:
SELLER's Initials: SEP DC

Authentisign ID: 204E900D-6A9D-F011-8E61-002248330C80

ESCROW AGENT

_____
Integrity Land Title

Printed Name: _____

Date: _____

PURCHASER's Initials:
SELLER's Initials: SEP DC

RESOLUTION NO. R25-271

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A CAPITAL APPROPRIATION AMENDMENT FOR BUDGET YEAR 2025-2026 FOR THE 670 OAK STREET LAND PURCHASE PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Fiscal Year 2025-2026 Budget was adopted by the City Commission by Resolution No. R25-245 on September 18, 2025; and

WHEREAS, staff is requesting Commission approval to amend the Fiscal Year 2025-2026 budget as noted specifically on **Exhibit A-1**; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve a Capital Appropriation Amendment for Budget Year 2025-2026 for the 670 Oak Street Land Purchase project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Capital Appropriation Amendment for Budget Year 2025-2026 for the 670 Oak Street Land Purchase project, as further detailed in **Exhibit A-1**, attached hereto.

SECTION 3. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH

Exhibit A

CAPITAL APPROPRIATION AMENDMENTS

BUDGET YEAR 2025-26, Commission Meeting 10/07/25

		2025/26 ADOPTED BUDGET	Amendment Revenue	Amendment Budget	2025/26 AMENDED BUDGET	AMENDMENT related to PROJECT #	Project Name / Comments/ Vendor
GENERAL FUND							
302-0000-369.22-00	CRA REIMBURSEMENT	$ 9,350,000	7,100,000		$ 16,450,000		
	Adopted Fund Total Revenues	**$ 32,435,599**	**$ 7,100,000**		**$ 39,535,599**		
302-4211-572.61-01	LAND ACQUISITION	-		7,100,000	7,100,000	GG2511	670 Oak Street Land Purchase
	Adopted Fund Total Expenses	**$ 32,435,599**		**$ 7,100,000**	**$ 39,535,599**		

A P P R A I S A L R E P O R T

MULTI-FAMILY RESIDENTIAL ZONED LAND
670 OAK STREET
BOYNTON BEACH, FLORIDA 33435
Entire Property & North 87 feet

by

Vance Real Estate Service
7481 Northwest Fourth Street
Plantation, Florida 33317-2204

for

Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue
Boynton Beach, FL 33435

June 13, 2025

June 13, 2025

Boynton Beach Community Redevelopment Agency
100 East Ocean Avenue
Boynton Beach, FL 33435

RE: Multi-family zoned vacant land, 670 Oak Street, Boynton Beach, FL 33435
(Legal description is in the report.)

Ladies and Gentlemen:

In fulfillment of our agreement, we transmit our Appraisal Report, in which we develop opinions of market value for the fee simple estate in the referenced real property as of June 13, 2025. The report sets forth our value conclusions, along with data and reasoning supporting our value opinions.

This report was prepared for and our professional fee billed to the client and intended user, Boynton Beach Community Redevelopment Agency. Our analyses have been prepared in conformance with the Uniform Standards of Professional Appraisal Practice. This report is for exclusive use of the client and intended user for possible acquisition of the appraised property.

Jesse B. Vance, Jr. and Claudia Vance visited the property. If you have questions or further needs, please contact the undersigned.

As a result of our analyses, we have developed the following opinions of market value of the appraised property, subject to definitions, certifications, and limiting conditions set forth in the attached report.

ENTIRE APPRAISED PROPERTY (1.27 acres):	**$6,606,000**
NORTH 87 FEET OF THE PROPERTY (0.75 acres):	**$3,515,000**

(THIS LETTER MUST REMAIN ATTACHED TO THE REPORT WITH NINETY-FOUR (94) NUMBERED PAGES FOR THE VALUE OPINION SET FORTH TO BE CONSIDERED VALID.)

Respectfully submitted,

Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser RZ-85

Claudia Vance, MAI
State-Certified General Real Estate Appraiser RZ-173

MBA in REAL ESTATE DEVELOPMENT & MANAGEMENT
7481 Northwest 4th Street, Plantation, FL 33317-2204 954/583-2116 vanceval@att.net

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INTRODUCTION



DEPRECIATED HOUSE & GARAGE



2 CAR GARAGE



SHED



EAST ELEVATION OF HOUSE



LOOKING EAST AT LAKE WORTH



LOOKING EAST AT BEACH AREA



LOOKING EAST AT CONCRETE PATIO



CLOSER VIEW OF LAKE WORTH



MULTI-FAMILY BUILDING TO SOUTH OF SUBJECT



LOOKING SOUTH AT SUBJECT SEAWALL



LOOKING NE @ NE CORNER OF SUBJECT PROPERTY



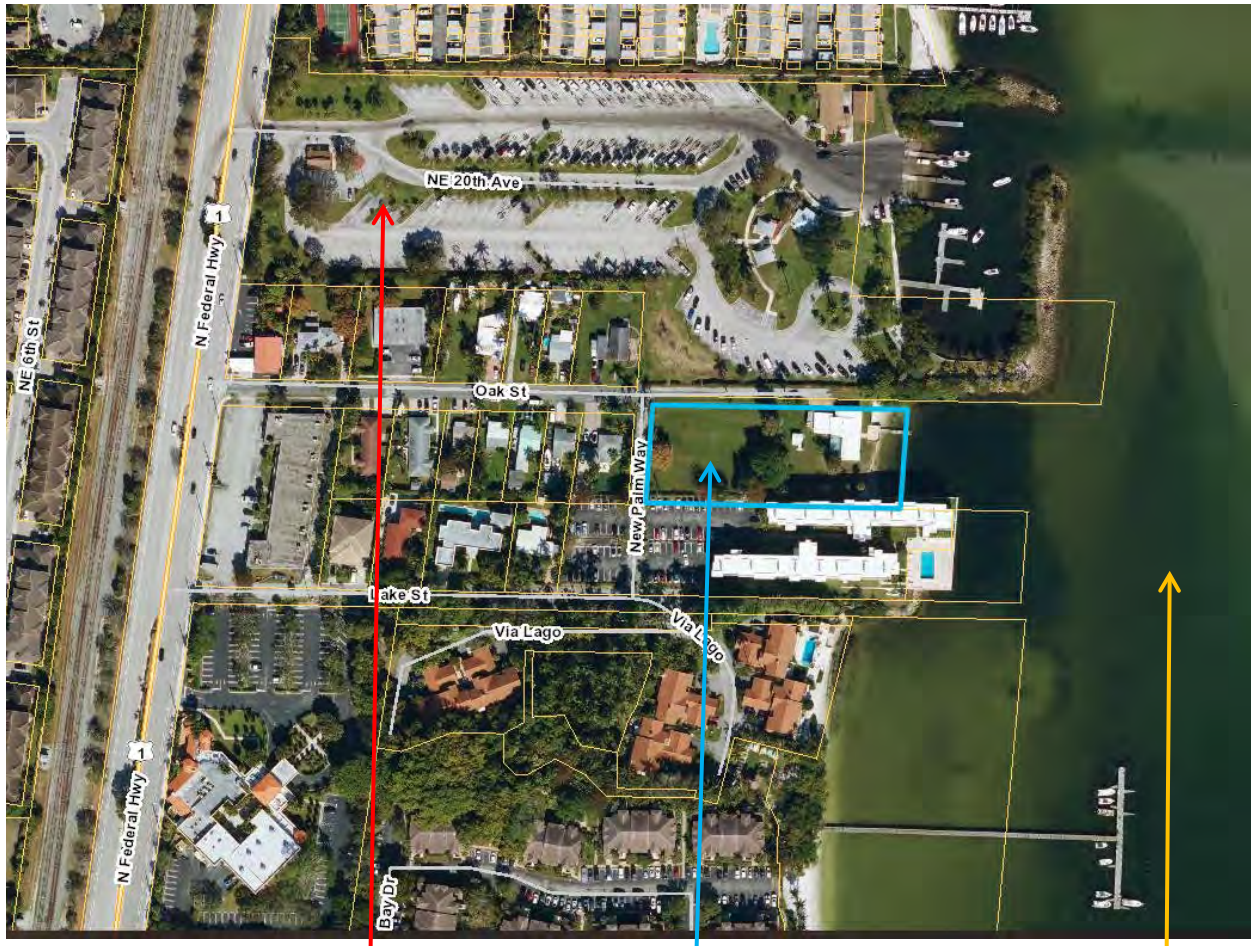
LOOKING WEST AT SOUTH 60 FOOT STRIP OF SUBJECT



SCREENED POOL



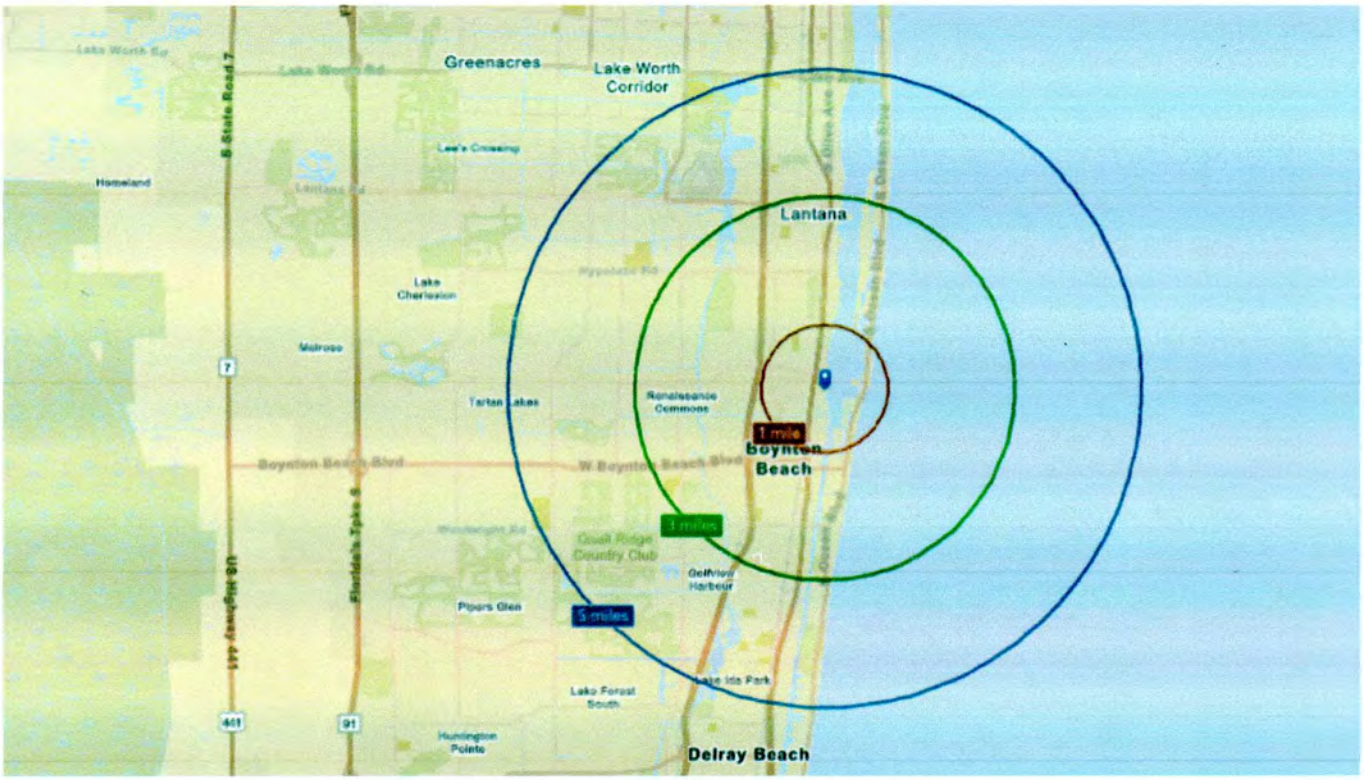
LOOKING NW TOWARD ADJACENT PARK



HARVEY E. OYER, JR. PARK **APPRAISED PROPERTY** **LAKE WORTH**



CLOSER AERIAL VIEW OF THE APPRAISED PROPERTY
670 OAK STREET, BOYNTON BEACH, FL



1-3-5 MILE RADII FROM THE VALUED REAL ESTATE

670 OAK STREET

BOYNTON BEACH, FLORIDA 33435

Executive Summary

670 Oak St, Boynton Beach, Florida, 33435 4
670 Oak St, Boynton Beach, Florida, 33435
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 26.54533
Longitude: -80.05366

	1 mile	3 miles	5 miles
Population			
2010 Population	11,515	71,339	165,110
2020 Population	13,173	82,315	188,209
2024 Population	13,403	85,087	193,893
2029 Population	14,247	87,685	198,148
2010-2020 Annual Rate	1.35%	1.44%	1.32%
2020-2024 Annual Rate	0.41%	0.78%	0.70%
2024-2029 Annual Rate	1.23%	0.60%	0.44%
2020 Male Population	47.4%	47.9%	48.2%
2020 Female Population	52.6%	52.1%	51.8%
2020 Median Age	44.5	43.0	43.4
2024 Male Population	48.0%	48.5%	48.7%
2024 Female Population	52.0%	51.5%	51.3%
2024 Median Age	44.7	43.3	43.8

In the identified area, the current year population is 193,893. In 2020, the Census count in the area was 188,209. The rate of change since 2020 was 0.70% annually. The five-year projection for the population in the area is 198,148 representing a change of 0.44% annually from 2024 to 2029. Currently, the population is 48.7% male and 51.3% female.

Median Age

The median age in this area is 43.8, compared to U.S. median age of 39.3.

Race and Ethnicity			
2024 White Alone	35.1%	49.2%	50.7%
2024 Black Alone	49.2%	29.8%	24.6%
2024 American Indian/Alaska Native Alone	0.5%	0.5%	1.2%
2024 Asian Alone	1.0%	2.2%	2.5%
2024 Pacific Islander Alone	0.0%	0.0%	0.0%
2024 Other Race	5.5%	6.7%	8.4%
2024 Two or More Races	8.7%	11.6%	12.5%
2024 Hispanic Origin (Any Race)	14.8%	19.6%	23.8%

Persons of Hispanic origin represent 23.8% of the population in the identified area compared to 19.6% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 78.3 in the identified area, compared to 72.5 for the U.S. as a whole.

Households			
2024 Wealth Index	69	81	98
2010 Households	4,495	30,161	69,212
2020 Households	5,174	34,712	77,664
2024 Households	5,338	36,379	80,814
2029 Households	5,798	37,977	83,339
2010-2020 Annual Rate	1.42%	1.42%	1.16%
2020-2024 Annual Rate	0.74%	1.11%	0.94%
2024-2029 Annual Rate	1.67%	0.86%	0.62%
2024 Average Household Size	2.47	2.30	2.36

The household count in this area has changed from 77,664 in 2020 to 80,814 in the current year, a change of 0.94% annually. The five-year projection of households is 83,339, a change of 0.62% annually from the current year total. Average household size is currently 2.36, compared to 2.38 in the year 2020. The number of families in the current year is 46,226 in the specified area.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units. The Gini index measures the extent to which the distribution of income or consumption among individuals or households within an economy deviates from a perfectly equal distribution. A Gini index of 0 represents perfect equality, while an index of 100 implies perfect inequality.
Source: U.S. Census Bureau. Esri forecasts for 2024 and 2029. Esri converted Census 2010 into 2020 geography and Census 2020 data.

©2025 Esri

	1 mile	3 miles	5 miles
Mortgage Income			
2024 Percent of Income for Mortgage	40.7%	33.3%	34.5%
Median Household Income			
2024 Median Household Income	$55,135	$67,785	$72,518
2029 Median Household Income	$68,215	$80,565	$84,820
2024-2029 Annual Rate	4.35%	3.51%	3.18%
Average Household Income			
2024 Average Household Income	$81,555	$94,576	$103,828
2029 Average Household Income	$99,928	$113,408	$123,521
2024-2029 Annual Rate	4.15%	3.70%	3.53%
Per Capita Income			
2024 Per Capita Income	$33,521	$40,544	$43,345
2029 Per Capita Income	$42,211	$49,230	$52,029
2024-2029 Annual Rate	4.72%	3.96%	3.72%
GINI Index			
2024 Gini Index	42.2	39.8	39.8
Households by Income			

Current median household income is $72,518 in the area, compared to $79,068 for all U.S. households. Median household income is projected to be $84,820 in five years, compared to $91,442 all U.S. households.

Current average household income is $103,828 in this area, compared to $113,185 for all U.S. households. Average household income is projected to be $123,521 in five years, compared to $130,581 for all U.S. households.

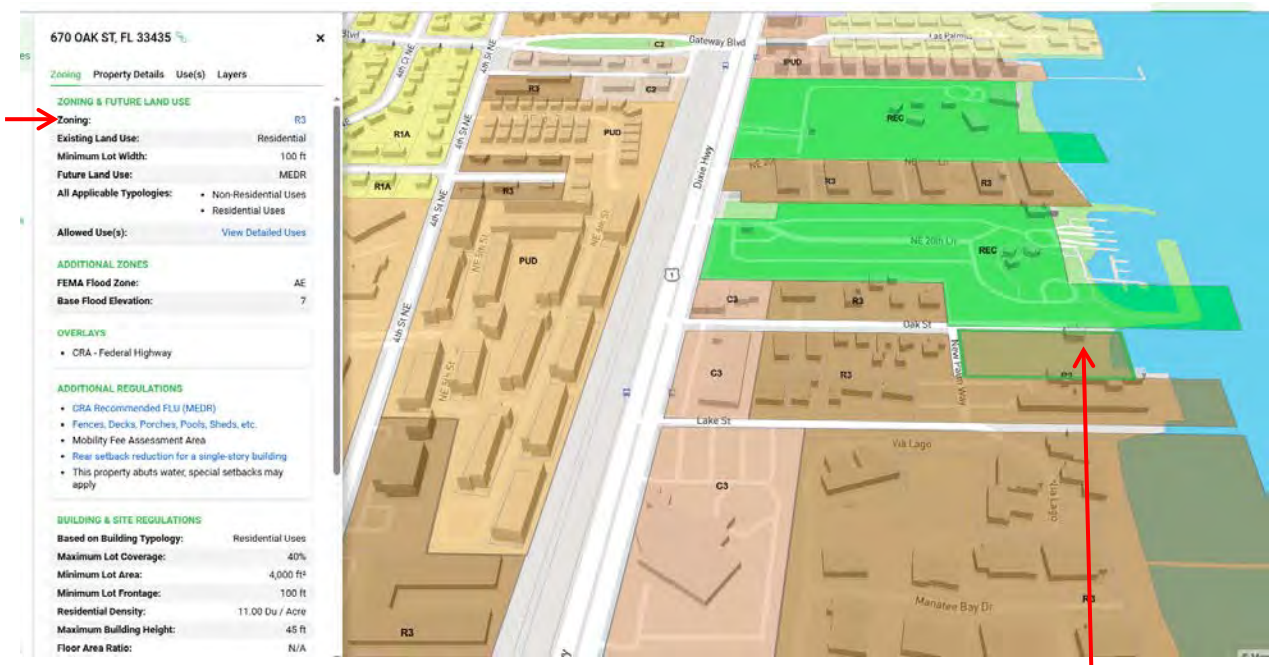
Current per capita income is $43,345 in the area, compared to the U.S. per capita income of $43,829. The per capita income is projected to be $52,029 in five years, compared to $51,203 for all U.S. households.

Housing			
2024 Housing Affordability Index	60	74	71
2010 Total Housing Units	6,085	38,586	87,358
2010 Owner Occupied Housing Units	2,841	19,224	45,951
2010 Renter Occupied Housing Units	1,654	10,937	23,261
2010 Vacant Housing Units	1,590	8,425	18,146
2020 Total Housing Units	6,506	41,434	93,074
2020 Owner Occupied Housing Units	2,874	19,834	47,845
2020 Renter Occupied Housing Units	2,300	14,878	29,819
2020 Vacant Housing Units	1,341	6,706	15,379
2024 Total Housing Units	6,606	42,871	95,418
2024 Owner Occupied Housing Units	3,056	20,619	49,614
2024 Renter Occupied Housing Units	2,282	15,760	31,200
2024 Vacant Housing Units	1,268	6,492	14,604
2029 Total Housing Units	7,004	44,448	97,868
2029 Owner Occupied Housing Units	3,321	21,855	52,316
2029 Renter Occupied Housing Units	2,477	16,121	31,023
2029 Vacant Housing Units	1,206	6,471	14,529
Socioeconomic Status Index			
2024 Socioeconomic Status Index	41.6	45.0	45.3

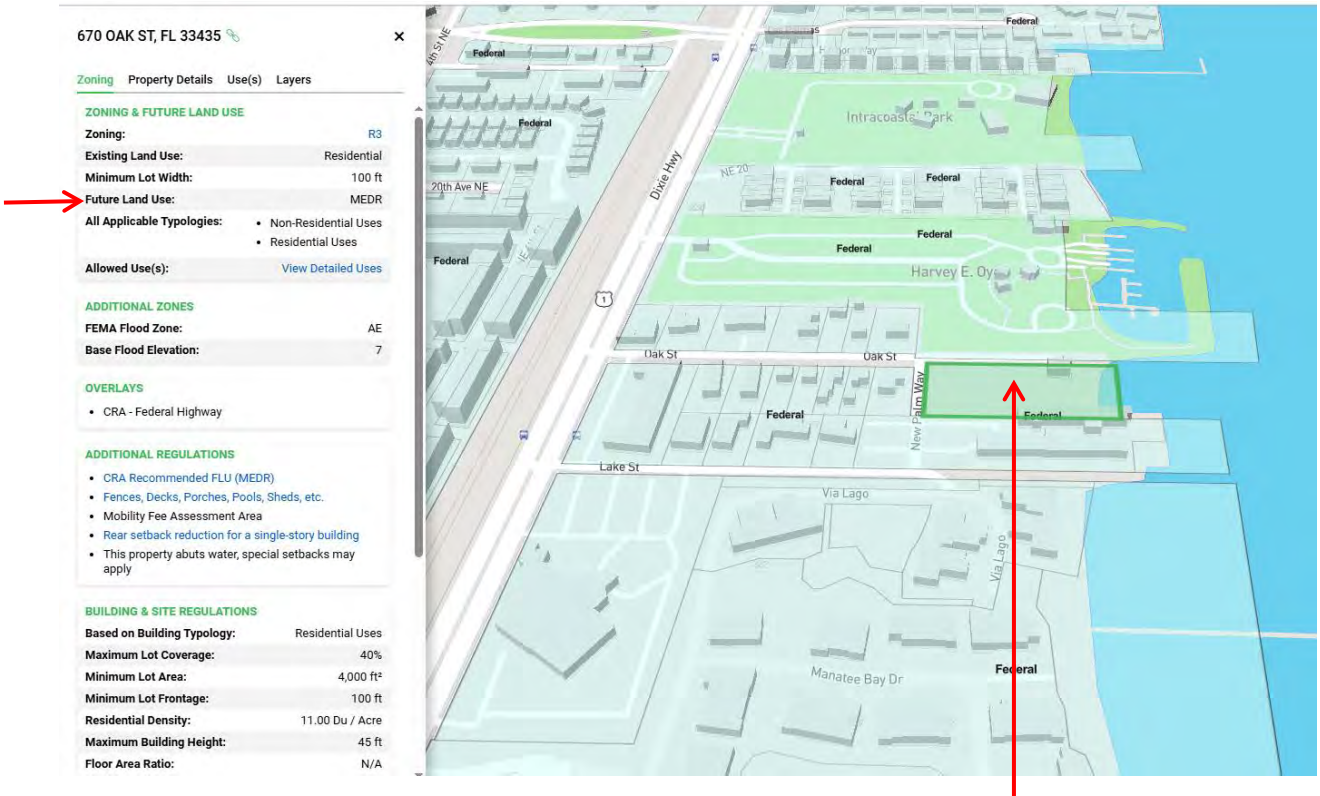
Currently, 52.0% of the 95,418 housing units in the area are owner occupied; 32.7%, renter occupied; and 15.3% are vacant. Currently, in the U.S., 57.9% of the housing units in the area are owner occupied; 32.1% are renter occupied; and 10.0% are vacant. In 2020, there were 93,074 housing units in the area and 16.5% vacant housing units. The annual rate of change in housing units since 2020 is 0.59%. Median home value in the area is $399,142, compared to a median home value of $355,577 for the U.S. In five years, median value is projected to change by 4.50% annually to $497,389.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units. The Gini index measures the extent to which the distribution of income or consumption among individuals or households within an economy deviates from a perfectly equal distribution. A Gini index of 0 represents perfect equality, while an index of 100 implies perfect inequality.
Source: U.S. Census Bureau. Esri forecasts for 2024 and 2029. Esri converted Census 2010 into 2020 geography and Census 2020 data.

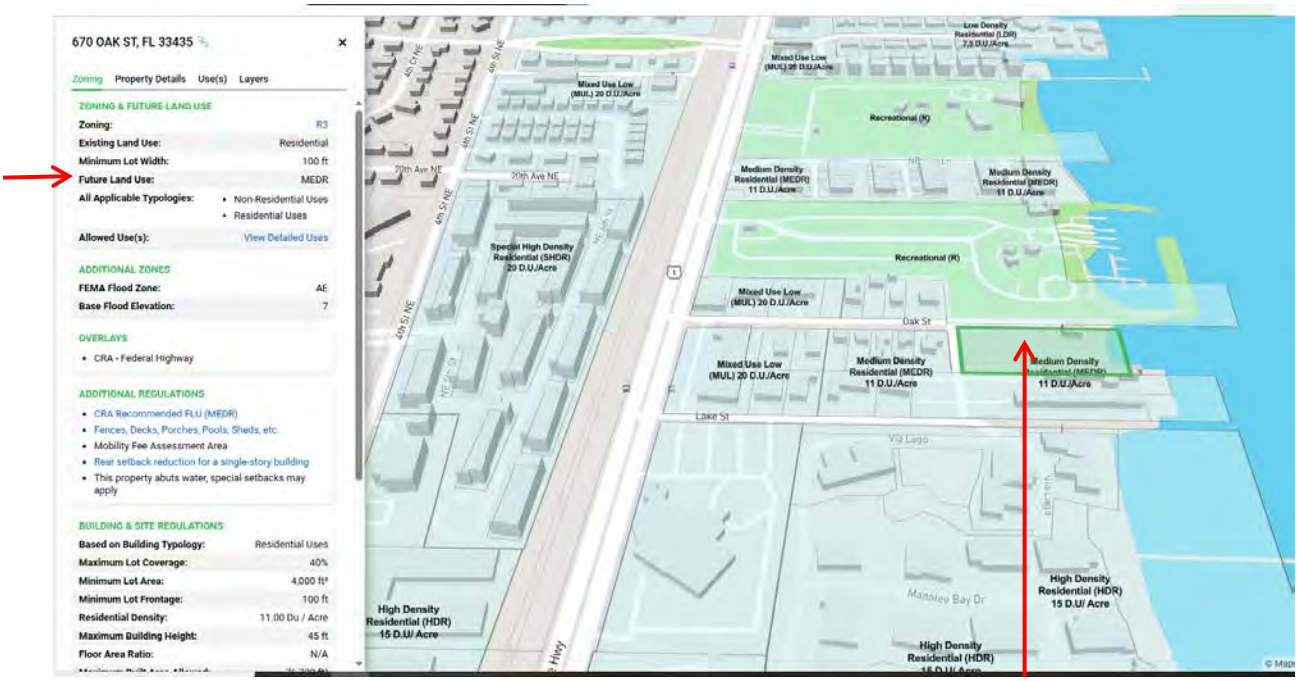
©2025 Esri



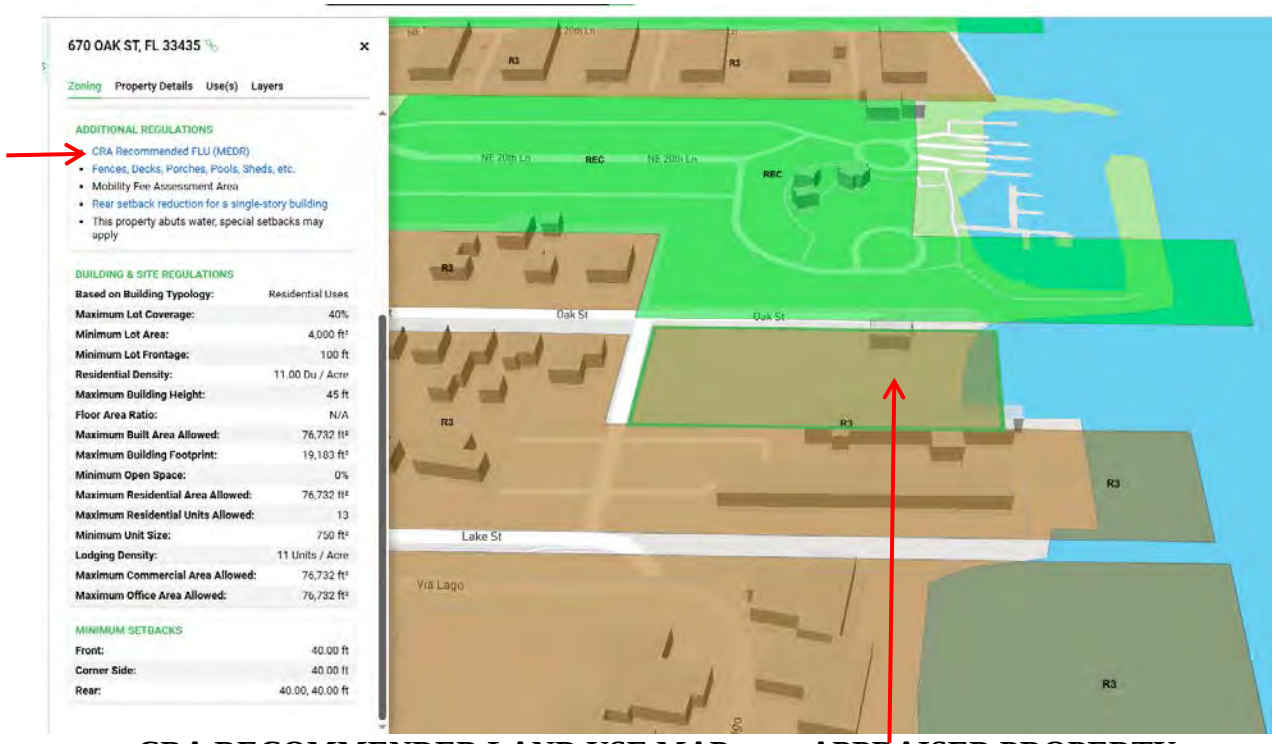
ZONING MAP **APPRAISED PROPERTY**



LAND USE MAP **APPRAISED PROPERTY**



LAND USE MAP **APPRAISED PROPERTY**



CRA RECOMMENDED LAND USE MAP **APPRAISED PROPERTY**

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY APPRAISED:	Vacant land 670 Oak Street Boynton Beach, FL 33435
OWNERSHIP:	Deborah Canepa & Scott E. Picardy 641 Oak Street Boynton Beach, FL 33435
LAND AREA:	Entire site is 55,046 square feet or 1.27acres North 87 ft of site contains 32,546 sq.ft. or 0.75 acres. South 60 feet of site contains 22,500 square feet.
BUILDING IMPROVEMENTS:	Depreciated improvements on the property do not contribute to its market value.
ZONING:	"R-3", Multi-family Residential District in the city of Boynton Beach, FL
LAND USE:	"MEDR", Medium Density Residential, 11 dwelling units per acre
CRA DISTRICT:	Federal Highway North. Recommended future land use: Medium Density Residential, 11 units per acre
APPRAISAL PURPOSE:	To develop opinions of market value
INTEREST APPRAISED:	Fee simple and all riparian rights
CURRENT USE:	Vacant
HIGHEST AND BEST USE:	Entire site: 13 dwelling units North 87 feet: 8 dwelling units

VALUES BY THE SALES COMPARISON APPROACH:

ENTIRE APPRAISED PROPERTY (1.27 acres):	**$6,606,000**
NORTH 87 FEET OF THE PROPERTY (0.75 acres):	**$3,515,000**
VALUATION DATE:	**June 13, 2025**

Exposure Time: 12 months prior to selling at the appraised value.

Marketing Time: 12 months immediately following the effective date of appraisal during which time the subject property should sell at the appraised value.

PREFACE TO VALUATION

The appraised property is located at 670 Oak Street, Boynton Beach, FL 33435, east of Federal Highway. The east border of the property is on Lake Worth, as can be noted in the photos and exhibits in the report. At the east end of the parcel is a depreciated single family residence that was constructed in 1958. The house is uninhabitable. The house, garage, shed, et cetera have no contributory value to property; hence, the property is valued as vacant. A buyer of the property would demolish and remove the improvements as part of the redevelopment of the tract.

The subject parcel is part of an old plat which has been modified since first recorded. The sketch of survey cites the legal description and dimensions. The original dimensions of the tract were 400 feet east-west and 146.79 feet north-south. A 25 foot north-south strip of land was reserved to be Palm Way. The strip was not paved as a street; rather, the west 25 feet of the site became New Palm Way and deducted from the land size of the subject property. Currently, dimensions of the site are 375 feet by 146.79 feet = 55,046 square feet or 1.27 acres. Also noted on the sketch of survey is that the east 40 feet (on average) of the site are sand sloping into Lake Worth. There is an older seawall protecting the dryland from the lake.

Zoning is "R-3", Multi-family residential, 11 dwelling units per acre. Land Use is "MEDR", Medium Density Residential, 11 units per acre. There are no immediate plans to increase the density. Prior use of the property as a single family residence is a permitted use in this district.

The property owner intends to sell all or part of the subject property. The intended use of this appraisal is to develop opinions of value for all and part of the site to assist the Boynton Beach Community Redevelopment Agency (BB CRA) in determining if it will purchase all or part of the land concerned. The part of the property under consideration is the north 87 feet or 0.75 of an acre of the site. The property owner may retain the south 60 feet or 0.52 of an acre for a future single family residence.

Adjacent to the north of the subject property is Harvey E. Oyer, Jr. Park used primarily for boating and fishing activities. Size of the park is approximately nine acres with submerged land leased from the State of Florida for docks in Lake Worth. The BB CRA is considering purchasing all or part of the appraised property for expansion of the park.

The next sections of the appraisal detail information about the land in question, the market area and possible uses of the property. The Highest and Best Use section summarizes the findings and states the conclusion for the property. Further, a list of property strengths and weaknesses is included.

DESCRIPTIONS, ANALYSES, CONCLUSIONS

APPRAISAL REPORT

This is an APPRAISAL REPORT that complies with Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice

2-2(a)(i) State the identity of the client;

The client and intended user of this report is the Boynton Beach Community Redevelopment Agency.

2-2(a)(ii) State the identity of any other intended users by name or type;
None

2-2(a)(iii) State the intended use of the appraisal;

The intended use of the appraisal is for possible acquisition of all or part the appraised property for expansion of the Harvey E. Oyer, Jr. Park adjacent to the north.

2-2(a)(iv) Contain information, documentation, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal and economic property characteristics relevant to the assignment;

Owner:	Deborah Canepa & Scott E. Picardy 641 Oak Street Boynton Beach, FL 33435
Property Address:	670 Oak Street Boynton Beach, FL 33435
Legal Description:	Lengthy description – see complete description on subject deed in Addenda and on sketch of survey
Census Tract No.	61

APPRAISAL REPORT (continued)

Real Estate Tax: Parcel Control Number: 08 43 45 15 06 002 0620

Entire appraised property

Land Value:	$2,227,806
Improvement Value:	73,097
Total Value in 2024:	$2,300,903
Assessed Value in 2024:	$2,300,903
Exemption Amount:	- 0 -
Taxable Value:	$2,300,903
Ad Valorem Tax:	$ 46,155
Non Ad Valorem Tax:	484
Total Tax:	$ 46,639
Total Value 2023	$2,221,117
Assessed Value in 2023:	$ 674,814
Exemption Amount:	50,000
Taxable Value:	$ 624,814
Ad Valorem Tax:	$ 12,815
Non Ad Valorem Tax:	428
Total Tax:	$ 13,243

Real estate tax for 2024 is paid. There are no outstanding taxes for previous years. The change in property ownership in 2023 caused the exemptions to be removed and a new assessed value for the property. **Hence, real estate tax jumped from $13,243 in 2023 to $46,639 in 2024 because the homestead exemption was lost. Going forward, the real estate tax can increase 10% per year as explained below.**

Properties are assessed in arrears by the county property appraiser. The tax bill is issued in November and a 4% discount is given to a tax payer if the amount is paid in November. The discount diminishes until March, when the tax is due and payable.

In Florida, the taxable (assessed) value for non-homesteaded properties can be increased to a maximum of 10% per year, from tax year 2009 going forward, based on a constitutional amendment voted on by the electorate of the state. There are some exceptions which relate to school taxing districts. However, the millage of the city can increase; thus, real estate taxes can continue to increase from year to year. The 10% per year increase cap can account for the difference between the Total Value of a property and the Assessed Value.

Flood Zone: The appraised property is the Coastal Flood Plan, Zone "VE", according to FEMA Map No. 12099C0791G. Zone "VE" is in a Special Flood Hazard Area.

Market Area Description:

Boundaries and Market Composition & Transportation Infrastructure

The general market area is the City of Boynton Beach in eastern-central Palm Beach County. Population of the city is about 79,000 residents; land area of the municipality is about 16 square miles situated between Delray Beach on the south and Lake Worth on the north. The town was named for an early developer, Nathan Boynton, a former major in the Union Army in the Civil War. The city was founded in 1898 and incorporated in 1920. Most of the original buildings were destroyed in the hurricane of 1926, though a few remain. Those few which were constructed in the early 1920s that are still in use have had repairs and replacements over the decades changing their historical significance. Time and economic trends take a toll on properties; thus, in 1984 a redevelopment plan was adopted for the Community Redevelopment Area (CRA) in the city. It covers 1,650 acres in the central part of the municipality west of the Intracoastal Waterway.

Agriculture and farming had been important activities in past centuries in Boynton Beach. Commerce came to the area when Henry Flagler extended the Florida East Coast (FEC) Railway from West Palm Beach to Miami in 1896. The railroad was the main mode of transportation to bring visitors and manufactured products to the town as well as transporting produce grown in the vicinity out of the area to other cities in the southeastern United States. Freight trains still run through the subject market area on the FEC tracts.

Higher speed, passenger Brightline train runs along the FEC tract, but does not stop in Boynton Beach. There are depots in downtown Miami, downtown Fort Lauderdale and downtown West Palm Beach. Boca Raton, Aventura, Port of Miami, and Stuart are added to the list. Rail service to Orlando is operating. In the future, there may be commuter rail service along the FEC tracks with a station in downtown Boynton Beach; however, no plans have been announced.

The subject market area is the Federal Highway North CRA district, which is north of the Downtown CRA District. The boundaries are the city limit to the north at about NE 26 Avenue, NE 7 Avenue to the south, Lake Worth to the east and Federal Highway to the west. The area is comprised of commercial properties along Federal Highway, older single family residences to the east, along with marinas, and more recent, upscale multi-family projects. Many properties fronting Lake Worth take advantage of the location and use their riparian rights to have boat dockage. Across the lake from the subject market area is the South Lake Worth/ Boynton Inlet providing direct access to the Atlantic Ocean.

Boynton Beach Boulevard (east/ west) and Federal Highway (north/south) are the most heavily traveled arteries in the city. Federal Highway, also known as US Highway 1, is the main north-south artery through the city. It is also the main north-south artery through eastern Palm Beach County and extends along the eastern seaboard of the United States. Heavily trafficked Federal Highway is a catalyst to redevelopment of the market area, with over 2,300 residential dwelling units in five projects either built or planned.

Road beautification projects enhanced the aesthetics of the market area. Most individual properties have shallow depths, inhibiting redevelopment of small parcels on their own. Hence, assemblages of adjacent properties and rezoning to mixed use are revitalizing the subject market area.

Primary east-west artery is Boynton Beach Boulevard, with Ocean Avenue to the south as a secondary thoroughfare. Boynton Beach Boulevard is the principal east-west artery in city, having interchanges with Interstate 95 and Florida's Turnpike. Boynton Beach Boulevard commences in the east at US Highway 1, just to the east of the FEC Railroad. The boulevard continues west through Palm Beach County to its terminus at State Road 7/ U S Highway 441.

To the northwest of the Downtown District and the Federal Highway North District is the Heart of Boynton District where the CRA has concentrated funds and effort into revitalizing the area with new housing options and upgraded streetscapes. The CRA has purchased numerous smaller properties to assemble larger sites for redevelopment of mixed use projects.

Federal Highway North CRA contains two city parks oriented toward Lake Worth. Intracoastal Park at 2240 N Federal Highway contains about nine acres with a mangrove forest. This is a passive park for recreation rather than boating activities. Harvey E. Oyer, Jr. Park is at 2010 N Federal Highway, also containing about nine acres. Activities in this park are marine-oriented with a boat ramp, docks and fishing pier. Also there are a meeting facility, picnic tables and playgrounds. Information about the parks are in the Addenda. The appraised property is adjacent to the south of the Oyer Park.

Population Trends

The demographic survey in the beginning of the report of 1, 3, and 5 mile radial circles from the appraised property shows the median household income for 2024 in the one-mile radius is $55,135, for three miles it is $67,785, and $72,518 for the five mile circle. Median household income for Palm Beach County is $81,115. In the one-mile circle, population is 13,403. In three miles, population increases to 85,087; at five miles, it is 193,893. However, about half of the three and five mile circles are over the Atlantic Ocean and waterways. Annual growth rate in the one-mile circle for the next five years is anticipated to be high at 1.23%, with new multi-family residential complexes being constructed in central Boynton Beach. Annual growth rates in the three and five mile circles will be slower at 0.60% and 0.44%, respectively. 52% of the housing units are owner occupied, with 33% rented.

This percentage of renters is high for Palm Beach County because investors bought up houses during the real estate crash after 2008. Vacancy is reported to be 15%; however, this amount is elevated due to the undercount of the other two categories as some residents are seasonal and not noted. Median home value in the five-mile area is $399,142 including the highly priced homes fronting the Atlantic Ocean and Intracoastal Waterway, compared to median home value of $355,577 in the United States.

Economic Trends

In South Florida, as in the rest of the United States, real estate prices climbed from 2003-2006. In 2007-2008, concerns were expressed about an unsustainable upward price trend in the market. Then, the economic collapse came in fall of 2008 along with the crash in real estate prices. In 2009, there were very few sales of any type of real estate. By 2010, it appeared that the worst was over. Cash buyers started making purchases. From 2013 to 2022, sales activity and prices recuperated. The upswing in prices is due in part to scarcity of developable land. Properties were back to pre-crash prices and in most cases exceeded that level. The upward trend in real estate prices plateaued and sales volume significantly diminished in the past two years due to the increase in interest rates and prices of building materials. Sales volumes in 2023 and 2024 were 75% lower than in 2022 across the real estate board. Some construction projects were halted and some planned did not commence. The subject market area has examples of each case.

The life cycle stage of the market area is revitalization, a period of renewal, modernization, and increasing demand. This revitalization is occurring throughout the CRA and is influencing activity in each sub-district. The catalyst of the revitalization was in the Downtown District with 500 Ocean fronting Federal Highway, consisting of 341 residential units, 20,000 square feet of retail space and 6,000 square feet of office. Several other mixed-use projects are planned along Federal Highway such as Ocean One at 114 N Federal Highway which was finally approved for 371 apartments, 25,588 square feet of retail, and 450 parking spaces. Davis Camalier sold the site to Hyperion Group for $78.98 per square foot in December, 2021.

Another Federal Highway project is comprised of thirteen parcels beginning at the northeast corner of North Federal Highway and SE 2 Avenue, then extending east.

All of the existing improvements were demolished and removed to make way for Broadstone at Boynton Beach, a mixed use project with 274 dwelling unit and 13,110 square feet of retail space. Land unit sale price equates to $83.18 per square foot in May, 2022 for the initial transaction. With the project underway, there was a second sale to another developer and construction has stopped for now.

Boynton Beach Community Redevelopment Agency (CRA) accepted the proposal from Affiliated Development from five submissions to build a mixed-use project at 115 North Federal Highway. The CRA had purchased the property when improved with a church and subsequently demolished it. The size of the land offered by the CRA was 2.28 acres, including parking lots and the purchase of 508 East Boynton Beach Boulevard. The proposed project will be called the Pierce, for the legendary Barefoot Mailman, Charlie Pierce. Project size will be 236 apartments, 16,800 square feet of restaurant, retail and office, and 600 space parking garage. 150 of the apartments would be for workforce housing units.

Boynton Beach CRA purchased the property at 511-529 East Ocean Avenue where Hurricane Alley Raw Bar & Restaurant is located. Purchase price was $3,600,000. This property consists of three buildings with a total size of approximately 17,201 square feet on a site of 17,903 square feet. It is in the block to the south of 115 North Federal Highway and will become part of the Pierce project.

Town Square, a major redevelopment project to the west of Federal Highway, covers three blocks from the south side of Boynton Beach Boulevard south to SE 2 Avenue, encompassing 16.5 acres of land. The north section covers the area of the old city hall and police station which were demolished and removed. For several years, the north and south sections of the project have sat idle. The middle section was improved with a new City Hall, library, park, museum, amphitheatre and fire station. The former school was preserved. In April, 2023, the north and south sections were sold to Boynton Beach Town Center for a price of $44 million or approximately $115 per square foot of land.

APPRAISAL REPORT

In the Heart of Boynton CRA district, Ocean Breeze East is completed at 700 North Seacrest Boulevard. The development is an affordable apartment project containing 123 units, retail space, clubhouse and swimming pool. The project came about by the Boynton Beach Community Redevelopment Agency selling the land and the Florida Housing Finance Corporation and TD Bank providing the financing.

In the Heart of Boynton CRA district, Heart of Boynton Villages and Shops is nearing completion fronting the north and south sides of East Martin Luther King, Jr. Boulevard, east of Seacrest Boulevard. There will be 124 residential units, 8,530 square feet of commercial space and 218 surface parking spaces. Part of the land was transferred from the Boynton Beach CRA to Wells Landing Apartments, LLC. Wells Landing purchased four parcels from a private property owner to complete the site for the new project. Funding for the project was awarded to the property owner from the Florida Housing Finance Corporation. This project is anticipated to bring about more development along MLK Boulevard and surrounding avenues. At the southeast corner of Seacrest Boulevard and East Martin Luther King, Jr. Boulevard, the store was purchased and opened as Dollar Tree.

A large section of the Cottage District from NE 4 Avenue to NE 5 Avenue, between Seacrest Boulevard and NE 1 Street is being developed by Pulte Homes with workforce housing. Parcel size is 4.6513 acres, comprised of smaller lots acquired over many years to assemble a large tract of land for a transformation of a substantial part of the area. Construction is underway for 41 for-sale units, consisting of 19 single-family houses and 22 townhouses.

Boynton Beach CRA acquired three of the four corner properties at the intersection of Federal Highway and MLK Boulevard (NE 10 Avenue) in the Federal Highway North district. The southwest corner is privately owned. The southeast corner is the most recent purchase in February, 2024 for $1,000,000 or $60.33 per square foot of land. The 16,575 square foot parcel is zoned “C-4”, Commercial. Old improvements were demolished and removed by the CRA.

Boynton Beach CRA acquired the property at 401-411 E Boynton Beach Boulevard and demolished the old improvement. Plans are redevelop the site with a USPS Downtown Station to replace the retail service that will be closed at the USPS at 217 N Seacrest Boulevard.

Conclusion

The town's redevelopment goal is to transform Boynton Beach from a retirement community to a vibrant city where residents can enjoy living and working in an attractive setting. Boynton Beach Community Redevelopment Agency is instrumental in the renaissance of the city. The subject market area has the components of an appealing neighborhood with schools, parks and recreation. It is easily accessible by main roads and Interstate 95.

Goods and services are available on Boynton Beach Boulevard and US Highway 1. With the involvement of the City of Boynton Beach and the Community Redevelopment Agency, the Community Redevelopment Plan can continue to succeed in revitalizing the area. The transformation of the area is in progress. Although, development of real estate takes time and the right market conditions have to be present. Upward price trend for property in the subject market area should continue for the foreseeable future.

Platting: The appraised land is part of an old plat. A new plat is probably required for current development.

Land Use: Current Land Use is MEDR, Medium Density Residential, maximum density 11 dwelling units per acre. Recommended future land use by the BB CRA is also Medium Density Residential, 11 units per acre. (See zoning and land use maps.)

Zoning: "R-3", Medium Density Residential, 11 dwelling units per acre, with the purpose to implement the medium density residential future land use map classification of the comprehensive plan. Minimum lot area is 4,000 square feet per unit; minimum lot frontage is 100 feet. An excerpt from the "R-3" ordinance is in the Addenda.

Single family dwellings shall be constructed on lots that are no less than 6,000 square feet with a width of at least 60 feet and follow the building and site regulations of the "R-1", Single Family District.

Duplex use shall conform to "R-2" regulations, with a minimum lot size of 4,500 square feet per unit.

The size of the entire appraised property is 1.27 acres with a width of 146.79 feet, which meets the minimum standards for development in the "R-3" district. The Planning official stated that gross acreage is measured from lot line to lot line. For the entire subject site, the number of permitted units would be 13. If the south 60 feet were retained by the owner, the size of the subject would be 0.75 of an acre with a width of 87 feet. Maximum number of permitted units would be 8.

Permitted uses in the "R-3" district include: single family, duplex, multi-family, townhouse, home-based business. The following may be permitted in a "CDO", Cultural District Overlay: restaurant, personal care facility, business office, gymnasium, theatre, et cetera. Boynton Beach Planning officials stated that the subject property is not in a CDO and those uses would not be permitted on the appraised property. Further, a stand-alone parking garage or lot is not permitted in the "R-3" district.

Note: In the Recreation zoning district, restaurant may be permitted as an accessary use. Thus, if the property were rezoned to Recreation and tied to the park by Unity of Title, a restaurant might be permitted on the subject tract.

APPRAISAL REPORT

Site Description: The shape of the entire site and the north 87 feet is a rectangular. Dimensions are from the sketches of survey included in the Addenda.

Entire site:

North boundary on Oak Street & walk:	375.00 feet
East boundary on Lake Worth:	146.79 feet
S boundary on adjacent property:	375.00 feet
West boundary on New Palm Way:	146.79 feet

Land size is 55,046 square feet or 1.27 acres.

North 87 feet of site:

North boundary on Oak Street & walk:	375.00 feet
East boundary on Lake Worth:	86.79 feet
S boundary on south section of subject:	375.00 feet
West boundary on New Palm Way:	86.79 feet

Land size is 32,546 square feet or 0.52 of an acre.

Utilities: All utilities are available to the site.

Access: The site is accessible via Oak Street, a two-laned local road. There are streetlights, but no sidewalks. Oak Street intersects with Federal Highway at its western terminus. The parcel is also accessible via New Palm Way, a two-laned local road. As mentioned, Palm Way was moved from within the boundaries of the subject to its western border to become New Palm Way.

Easements: Easements are not noted on the sketch of survey. If they exist, utility easements would be most probably be close to the old house.

Submerged Land: Approximately, the east 40 feet (on average) of the land concerned is submerged. The depth fluctuates with the tide. A bathymetric survey (in Addenda) shows the submerged portion of the subject with depths from zero to four feet. About 11% of the entire subject sit is submerged (89% upland). The dry land is separated from the water via a seawall. Condition of the seawall is unknown and probably dates back to the 1950s when the house was constructed.

The National Wetland Inventory Map (in Addenda) identifies this portion of the site as Estuarine and Marine Deepwater, subject to regulations governing development in this type of wetland. This designation is standard for most of the submerged land in Lake Worth and the Intracoastal Waterway.

Improvement Description: Depreciated improvements have no contributory value to the highest and best use of the property. Building sketch is in the Addenda.

Environmental Assessment: No assessment was available for review.

2-2(a) (v) State the real property interest appraised;

A person who owns all the property rights is said to have *fee simple title. A fee simple title implies absolute ownership unencumbered by any other interest or estate.* Partial interests in real estate are created by selling, leasing, et cetera. Partial estates include *leased fee and leasehold estates.*

The interest appraised is fee simple and all riparian rights.
Riparian rights are those incident to land bordering navigable waters, meaning the upland property extends to the normal high-water line. Riparian rights in Florida are rights of ingress, egress, boating, bathing, fishing, et cetera. Also included is the right of an unobstructed view of the adjoining water. They cannot be separated from the riparian land.

APPRAISAL REPORT

2-2(a)(vi) State the type and definition of value and cite the source of the definition;

The purpose of the appraisal is to develop opinions of market value of the subject property as of June 13, 2025.

MARKET VALUE: a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. The conditions included in market value definitions establish market perspectives for development of the opinion. These conditions may vary from definition to definition but generally fall into three categories as follows.

1. the relationship, knowledge, and motivation of the parties (i.e., seller and buyer);
2. the terms of sale (e.g., cash, cash equivalent, or other terms); and
3. the conditions of sale (e.g., exposure in a competitive market for a reasonable time prior to sale).

Market value appraisals are distinct from appraisals completed for other purposes because market value appraisals are based on a market perspective and on a normal or typical premise. These criteria are illustrated in the following definition of *Market Value**, provided here only as an example.

Market value *means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions as follows.*

1. *buyer and seller are typically motivated;*
2. *both parties are well informed or well advised and acting in what they consider their own best interests;*
3. *a reasonable time is allowed for exposure in the open market;*
4. *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
5. *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

* This example definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the *Interagency Appraisal and Evaluation Guidelines*, dated December, 2010.

Florida Court Definition: "Market Value is the price that a seller willing, but not compelled to sell, and a buyer willing, but not compelled to buy, would agree to in fair negotiations with knowledge of all the facts." [*Source: Fla. Power & Light Co., v. Jennings, 518 So.2d 895 (Fla. 1987)]*

APPRAISAL REPORT

2-2(a)(vii) State the effective date of the appraisal and the date of the report;

A) Effective Date of the Appraisal: June 13, 2025

B) Date of the Report: June 13, 2025

2-2(a)(viii) Summarize the scope of work used to develop the appraisal;

The appraisal problem is to develop an opinion of value of the property based on its highest and best use. The appraisers visited the property. An investigation was made into the physical characteristics of the property that could affect its value. The market area was surveyed to determine its stage of the life cycle. Research was conducted to ascertain economic factors that might influence value. Data research consisted of collecting, confirming, and reporting land sales. The process included searches and analyses, inspections and confirmations, and final reporting. The appraiser examined several sources of sales data, including CoStar Group, Loopnet, Realquest, Palm Beach County Property Appraiser's records, the public records, and data from the appraisers' plant.

2-2(a)(ix) Summarize the extent of any significant real property appraisal assistance;

The two signatory appraisers are the only people involved in the appraisal process.

2-2(a)(x)(1) Summarize the appraisal methods and techniques employed;
(2) State the reasons for excluding any of the valuation approaches;
(3) Summarize the results of analyzing the subject sales, options and listings;
(4) State the value opinion and conclusion
(5) Summarize the information analyzed and the reasoning that supports the analyses, opinions, and conclusions

For Sales Comparison Approach, land sales are compared to each other and to the site under appraisement to arrive at an opinion of value for the fee simple interest. Adjustments are made to the sales for difference in elements of comparison affecting price.

The information analyzed and the appraisal method used is detailed in the valuation section of the report. Further, the reasoning that supports the analyses, opinions, and conclusions is explained in the valuation section. Cost Approach is not used because there are no building structures on the site that have any contributory value to the property. The Income Approach is not employed in this appraisal because most sites like the subject are purchased and not leased. Exclusion of these approaches to value still produces a creditable report.

SR 1-5 ***When the value opinion to be developed is market value, if such information is available in the normal course of business:***

a) analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal;

There are no known sales agreements or options as of the effective date of appraisal. The entire property is reportedly offered to the BB CRA for a purchase price of $6,000,000; however, no listing document is available for review. The asking price is close to the appraised value. The thorough search for comparable sales results in the more accurate value of the subject property.

b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

There was a deed of trust recorded in July, 2001; however, it was not an arm's length transaction. A copy of the deed is in the Addenda.
The last transfer of ownership was by quit claim deed in September, 2023. It was not an arm's length sale; however, the change of ownership caused the loss of exemptions and the aforementioned significant increase in real estate tax.

APPRAISAL REPORT

2-2(a)(xi) State the use of the real estate existing as of the effective date and use of the real estate reflected in the appraisal;

The use of the real estate on the date of valuation is essentially vacant land, and it is this use which is reflected in the appraisal. No personal property is included in the valuation.

2-2(a)(xii) When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion;

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

Physically Possible as Vacant

No soil or subsoil tests are available for review. The land borders Lake Worth/ Intracoastal Waterway, separated by an old seawall. Tests are necessary to determine if reinforcements are necessary for the foundations of structures to be constructed on the site. The dry land is approximately 89% of the site; submerged land is about 11%. The dry land is relatively level and filled to street grade; although, the type of fill is not known. The appraised site is part of an old plat that probably requires replatting to modern standards. Total land size is 1.27 acres; north 87 feet of the site contains 0.75 of an acre. Frontage to depth ratio for the entire parcel is 0.39:1; the ratio for the north 87 feet is reduced to 0.23:1. The significance of this ratio is that the greater the frontage, the more of the water is in view. The tract is accessible via two local roads. All utilities are available to the site. Physical constraint to develop the site is its size which governs the number and size of potential buildings which can be placed on it.

Legally Permissible as Vacant

Legal restrictions to the development of the site consist of land use designation, building and zoning codes, platting restrictions and restrictive covenants. Zoning is "R-3", Residential Multi-family. Minimum lot area is 4,000 square feet per unit; minimum lot frontage is 100 feet. The entire subject size is 55,046 square feet, with a 147 foot width.

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

Subject size is standard for the "R-3" district. However, city officials determine permitted uses. Future land use is "MEDR", Medium Density Residential, 11 dwelling units per acre. Recommended land use by the BB CRA is the same. Using the gross size of the entire site, possible use would be 13 dwelling unit. Using the north 0.75 of an acre of the site, possible use would be 8 dwelling units. As discussed, restaurant and stand-alone parking facility are not permitted in this section of the "R-3" zoning district. Again, city officials make that determination.

Financially Feasible as Vacant

The third test of Highest and Best Use is economic feasibility. Demand for a certain property type must be evident for it to be feasible. For it to be financially feasible, the use must be marketable and provide the investor with a competitive return when compared with alternate uses.

The Federal Highway North CRA district is built out with commercial properties along the highway, with most marine based uses such as repair/ service marina, boat storage marinas (both dry-stack and in water), marine provisions, et cetera. Residential properties include dry-land single family houses, multi-family complexes, and properties on canals with deep-water access. Any developable site on the water has a structure on it. There are some parcels which are environmentally sensitive and cannot be developed.

The appraised property was improved in 1958. Most of that age have been razed to make way for more recent projects. To the south of the subject is a complex constructed in the 1970s. There are many other multi-family or townhouse projects on the east side of Federal Highway that extend to Lake Worth and use their riparian right for dockage. The subject market area and surrounding areas have been built-out for years. If a property became available for redevelopment, a builder would purchase it and construct as many units as permitted oriented toward the lake and obtain permits to construct docks. The new product would be quickly absorbed by the market. The Harvey E. Oyer, Jr. Park is to the north with a boat launch and docks of its own. The Boynton Inlet to the Atlantic Ocean is across Lake Work. The location is ideal for a boater to purchase a dwelling unit there.

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

The most probable buyer is a local developer who wants to construct a multi-family or townhouse project on Lake Worth. Time for development is now with no competition from a new project on Lake Worth or other cities in the vicinity.

Maximally Productive as Vacant

In summary, the Highest and Best Use of the entire land in question is to be developed with the maximum number of dwellings allowed on the site and use the riparian rights for docks on Lake Worth. Such use would be physically possible, probably legally permissible, financially feasible and maximally productive. Maximally productive use of the north 87 feet of the site is the same as the entire site; however, the number of units would be less and the frontage to depth ratio is reduced.

STRENGTHS AND WEAKNESSES OF THE SUBJECT PROPERTY

Following is a brief summary of the high and low points of the appraised land.

STRENGTHS

- Very few vacant parcels of any type zoning on major waterways, especially permitting multi-family use
- Size of entire site is sufficient to attract a developer
- Size large enough for a marketable project
- Land fronts Lake Worth, with dockage possible
- Boynton Inlet in close proximity
- Frontage to depth ratio is in the lower range, but workable

WEAKNESSES

- Land probably requires replatting
- New seawall and cap are needed
- Reduced privacy next to a park
- Reduced privacy next to a four-story multi-family complex
- Surrounding neighborhood is improved with older houses

- If the site is subdivided, frontage to depth ratio is reduced
- Subdividing site reduces number of dwelling units possible and less attractive to a developer
- Subdividing land would reduce amenities offered in the complex and make project less marketable

2-2(a) (xiii) Clearly and Conspicuously: State all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment result.

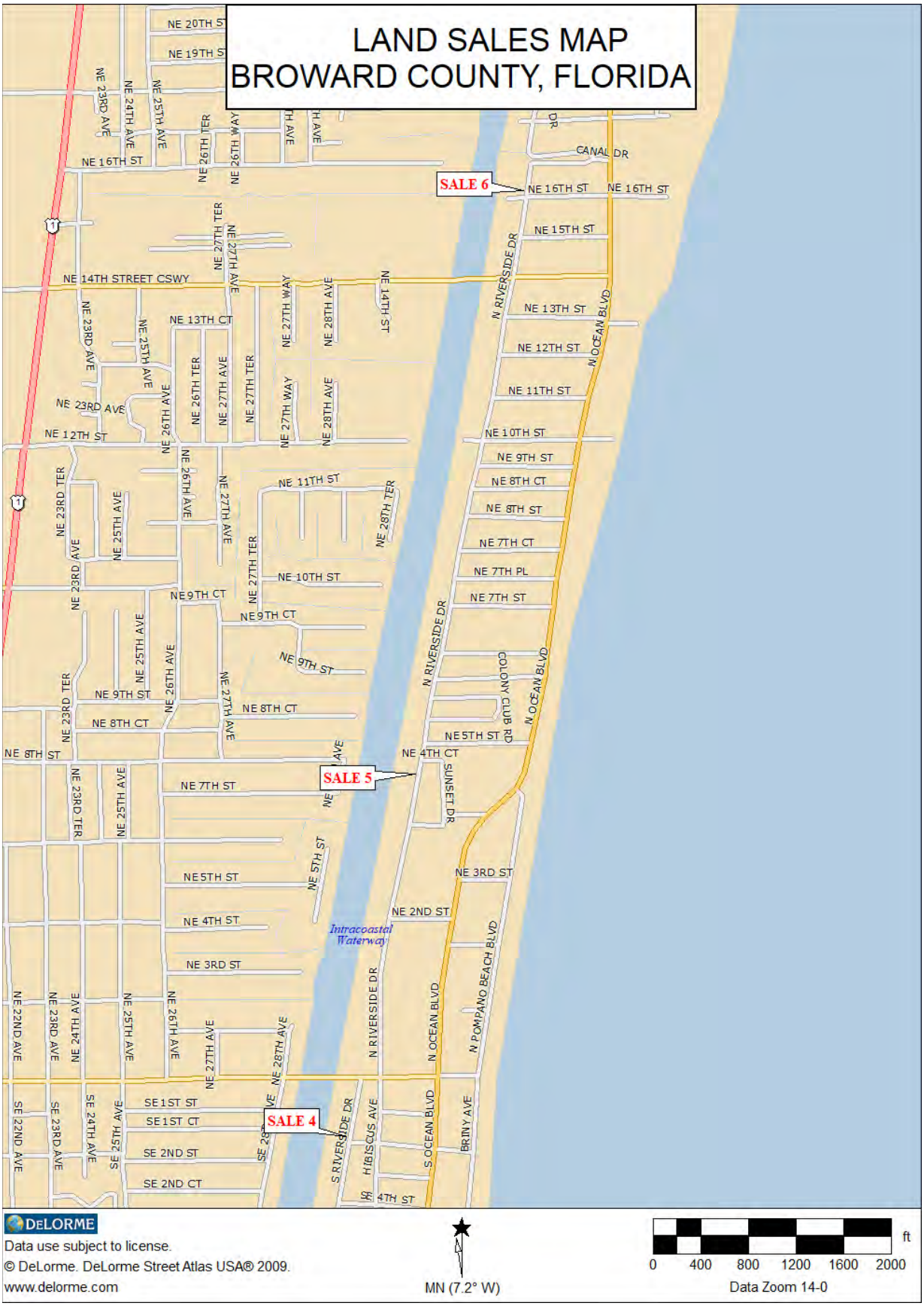
There are no extraordinary assumptions or hypothetical conditions in this report.

2-2(a) (xiv) Include a signed certification in accordance with Standards Rule 2-1

See signed certification in report.

SALES COMPARISON APPROACH LAND VALUATION


LAND SALES MAP
PALM BEACH COUNTY, FLORIDA
South Jupiter Narrows
Hobe Sound
Indiantown
Hobe Sound
SALE 2
SALE 3
Jupiter
North Palm Beach
Lake Worth
West Palm Beach
Palm Beach
Atlantic Ocean
Loxahatchee
SALE 1
SUBJECT
Boynton Beach
Boca Raton
Parkland
Deerfield Beach
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LAND SALES MAP
BROWARD COUNTY, FLORIDA
SALE 6
SALE 5
SALE 4
NE 16TH ST
NE 15TH ST
NE 14TH STREET CSWY
NE 13TH ST
NE 13TH CT
NE 12TH ST
NE 11TH ST
NE 10TH ST
NE 9TH ST
NE 8TH CT
NE 8TH ST
NE 7TH CT
NE 7TH PL
NE 7TH ST
NE 5TH ST
NE 4TH CT
NE 4TH ST
NE 3RD ST
NE 2ND ST
SE 1ST ST
SE 1ST CT
SE 2ND ST
SE 2ND CT
SE 4TH ST
CANAL DR
N RIVERSIDE DR
N OCEAN BLVD
COLONY CLUB RD
SUNSET DR
S RIVERSIDE DR
S OCEAN BLVD
N POMPANO BEACH BLVD
BRINY AVE
HIBISCUS AVE
Intracoastal Waterway
NE 20TH ST
NE 19TH ST
NE 23RD AVE
NE 24TH AVE
NE 25TH AVE
NE 26TH TER
NE 26TH WAY
NE 26TH AVE
NE 27TH TER
NE 27TH AVE
NE 27TH WAY
NE 28TH AVE
NE 14TH ST
NE 23RD TER
NE 22ND AVE
SE 22ND AVE
SE 23RD AVE
SE 24TH AVE
SE 25TH AVE
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VACANT LAND SALES

SALE NO.	1
LEGAL DESCRIPTION	Lot 12, SOUTH PALM PARK, Plat Book 11, page 6, Palm Beach County, FL
RECORDED	O.R. Book 34653, page 1906, Palm Beach County, FL
GRANTOR	Middleit LLC
GRANTEE	Peter Silberstein, et al
DATE OF SALE	October 30, 2023
LOCATION	3 18th Avenue South Lake Worth Beach, FL
DESCRIPTION	Land Size of entire site: 14,810 square feet 0.34 acres Land Size of dryland: 12,600 square feet 85% of site Zoning: "SFR", Single family residential Permitted Density: one unit per lot Possible no. of units on site: one Platted: Yes Use at sale: Vacant Intended Use: Single family residential
SALE PRICE	$1,650,000
UNITS OF COMPARISON	$111.41 per square foot of entire site Frontage to Depth Ratio: 0.25:1
PARCEL CONTROL NUMBER	38 43 44 34 05 000 0120
CONDITIONS OF SALE	Arm's length transaction. Cash sale.
CONFIRMED	Office of closing attorney Jeffrey D. Levy
COMMENTS	Prior sale on March 21, 2023 for $1,400,000. Price increase between two dates of sale is 2.55% per month, annualized to 30.62%. Currently listed for sale at a price of $2,400,000.



AERIAL VIEW OF LAND SALE 1
3 18TH AVENUE SOUTH
LAKE WORTH BEACH, FLORIDA



LAND SALE 1
3 18TH AVENUE SOUTH
LAKE WORTH BEACH, FL

VACANT LAND SALES

SALE NO.	2
LEGAL DESCRIPTION	A parcel of land lying in Government Lot 4, Section 35, Township 40 South, Range 42 East, Palm Beach County, FL. Full description on acquiring deed in the appraisers' file.
RECORDED	O. R. Book 35508, page 1500, Palm Beach County, FL
GRANTOR	Donald Goering
GRANTEE	Timothy Elliott, et al
DATE OF SALE	January 16, 2025
LOCATION	5524 Pennock Point Road Unincorporated Palm Beach County, FL
DESCRIPTION	Land Size of entire site: 43,200 square feet one acre Land Size of dryland: 31,212 square feet 72% of site Zoning: "RS", Single Family Residential Permitted Density: one unit per lot Possible no. of units on site: one Platted: No Use at sale: Old single family residence Intended Use: New single family residence
SALE PRICE	$6,400,000
UNITS OF COMPARISON	$148.15 per square foot of entire site Frontage to Depth Ratio: 0.27:1
PARCEL CONTROL NUMBER:	00 42 40 35 01 004 0010
CONDITIONS OF SALE	Arm's length transaction. Cash sale.
CONFIRMED	Office of closing attorney Scott L. McMullen
COMMENTS	Grantee demolished the house and swimming pool after purchase. Property is located on the Southwest Fork of the Loxahatchee River which leads east to the Intracoastal Waterway and Jupiter Inlet to the Atlantic Ocean.



AERIAL VIEW OF LAND SALE 2
5524 PENNOCK POINT ROAD
PALM BEACH COUNTY, FLORIDA



LAND SALE 2
5524 PENNOCK POINT ROAD
PALM BEACH COUNTY, FL

VACANT LAND SALES

SALE NO.	3
LEGAL DESCRIPTION	A parcel of land lying in Government Lots 4 and 5, Section 35, Township 40 South, Range 42 East, Palm Beach County, FL. Full description on acquiring deed in the appraisers' file.
RECORDED	O. R. Book 35772, page 642, Palm Beach County, FL
GRANTOR	Pennock Point Estates LLC
GRANTEE	Lendalk Properties LLC
DATE OF SALE	May 25, 2025
LOCATION	5548 Pennock Point Road Unincorporated Palm Beach County, FL
DESCRIPTION	Land Size of entire site: 51,000 square feet 1.17 acre Land Size of dryland: 37,897 square feet 72% of site Zoning: "RS", Single Family Residential Permitted Density: one unit per lot Possible no. of units on site: one Platted: No Use at sale: Vacant Intended Use: New single family residence
SALE PRICE	$6,500,000
UNITS OF COMPARISON	$127.45 per square foot of entire site Frontage to Depth Ratio: 0.20:1
PARCEL CONTROL NUMBER:	00 42 40 35 01 004 0050
CONDITIONS OF SALE	Arm's length transaction. Cash sale.
CONFIRMED	Office of closing attorney Allison R. Percy
COMMENTS	Property is located on the Southwest Fork of the Loxahatchee River which leads east to the Intracoastal Waterway and Jupiter Inlet to the Atlantic Ocean. Prior sale on May 5, 2023 for $5,546,110. Price increase between dates of sale is 9% per year.



AERIAL VIEW OF LAND SALE 3
5548 PENNOCK POINT ROAD
PALM BEACH COUNTY, FLORIDA



LAND SALE 3
5548 PENNOCK POINT ROAD
PALM BEACH COUNTY, FL

VACANT LAND SALES

SALE NO.	4
LEGAL DESCRIPTION	Lots 6 and 7, Block 5, POMPANO BEACH PARK, Plat Book 21, page 20, Broward County, FL
RECORDED	Instrument No. 119560470, Broward County, FL
GRANTOR	113 S Riverside Drive LLC, et al
GRANTEE	River Dev LLC
DATE OF SALE	May 1, 2024
LOCATION	117 South Riverside Drive Pompano Beach, FL
DESCRIPTION	Land Size of entire site: 18,000 square feet 0.41acres Land Size of dryland: 18,000 square feet 100% of site Zoning: "RM-45", Residential Multi-family, 45 units/ acre Permitted Density: 45 units Possible no. of units on site: 19 units Platted: Yes Use at sale: Vacant Intended Use: Multi-family, 45 units/ acre
SALE PRICE	$3,500,000
UNITS OF COMPARISON	$194.44 per square foot of entire site Frontage to Depth Ratio: 80%
FOLIO NUMBER	49 43 06 11 0500
CONDITIONS OF SALE	Arm's length transaction. Cash sale.
CONFIRMED	Office of closing attorney Alejandro E. Jordan
COMMENTS	Site located just south of Atlantic Boulevard in Pompano Beach, a commercial area.



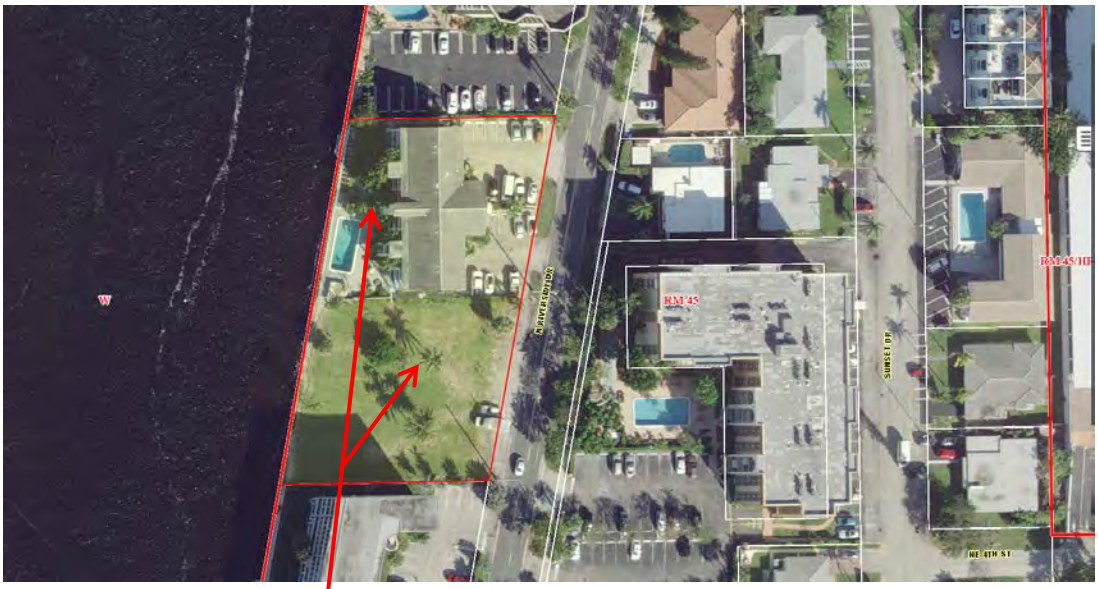
AERIAL VIEW OF LAND SALE 4
117 SOUTH REVERSIDE DRIVE
POMPANO BEACH, FLORIDA



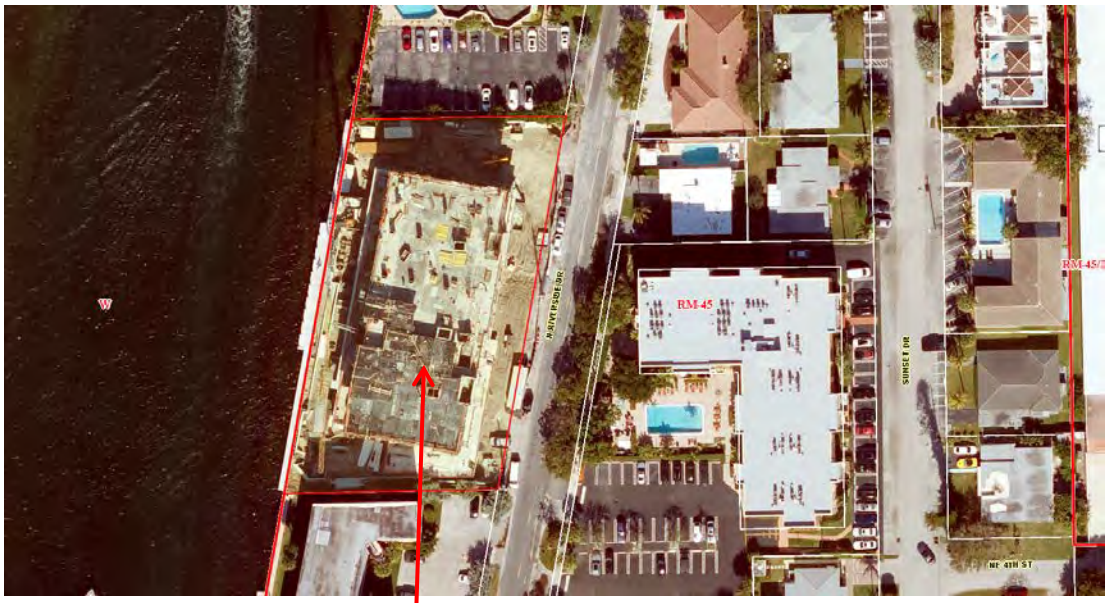
LAND SALE 4
117 SOUTH RIVERSIDE DRIVE
POMPANO BEACH, FL

VACANT LAND SALES

SALE NO.	5
LEGAL DESCRIPTION	Lots 5, 6, 7 and 8, SURFSIDE VILLAS AMENDED PLAT OF PARCEL NO. 4, Plat Book 27, page 35, Broward County, FL
RECORDED	Instrument No. 118070233, Broward County, FL
GRANTOR	Riverside North Developers LLC, et al
GRANTEE	Entourage Florida Development LLC
DATE OF SALE	April 7, 2022
LOCATION	407 North Riverside Drive Pompano Beach, FL
DESCRIPTION	Land Size of entire site: 40,753 square feet 0.94acres Land Size of dryland: 40,753 square feet 100% of site Zoning: "RM-45", Residential Multi-family, 45 units/ acre Permitted Density: 45 units Possible no. of units on site: 42 units Platted: Yes Use at sale: Multi-family residential 23 units Intended Use: Multi-family, 45 units/ acre
SALE PRICE	$9,300,000
UNITS OF COMPARISON	$228.20 per square foot of entire site Frontage to Depth Ratio: 55%
FOLIO NUMBER	48 43 31 13 0060
CONDITIONS OF SALE	Arm's length transaction. Cash sale.
CONFIRMED	Office of closing attorney Edward Gusky
COMMENTS	Site located north of Atlantic Boulevard in Pompano Beach area. At sale, the property was improved with 23 unit apartment building. Grantee demolished the building. New project is 42 condo units called Entourage in the Sun.



AERIAL VIEW AT SALE FOR LAND SALE 5
407 NORTH RIVERSIDE DRIVE
POMPANO BEACH, FLORIDA



AERIAL VIEW JUNE, 2025
407 NORTH RIVERSIDE DRIVE
POMPANO BEACH, FLORIDA



LAND SALE 5
407 NORTH RIVERSIDE DRIVE
POMPANO BEACH, FL

VACANT LAND SALES

SALE NO.	6
LEGAL DESCRIPTION	Lot 63 and the south 30.67 feet of Lot 62, WAHOO NO. 2, Plat Book 7, page 49, Broward County, FL
RECORDED	Instrument No. 119122977, Broward County, FL
GRANTOR	Luna North LLC
GRANTEE	SAAS 4524 Seagrape Lender LLC
DATE OF SALE	September 15, 2023
LOCATION	1601 North Riverside Drive Pompano Beach, FL
DESCRIPTION	Land Size of entire site: 14,892 square feet 0.34acres Land Size of dryland: 14,892 square feet 100% of site Zoning: "RM-45", Residential Multi-family, 45 units/ acre Permitted Density: 45 units Possible no. of units on site: 15 units Platted: Yes Use at sale: Vacant Intended Use: Multi-family, 45 units/ acre
SALE PRICE	$2,300,000
UNITS OF COMPARISON	$154.45 per square foot of entire site Frontage to Depth Ratio: 52%
FOLIO NUMBER	48 43 30 03 0450
CONDITIONS OF SALE	Arm's length transaction. Cash sale.
CONFIRMED	Office of closing attorney at JW Law Firm
COMMENTS	Site located north of Atlantic Boulevard in Pompano Beach area. Prior sale on February 9, 2022 for $1,700,000. Price increase between date of sale is annualized to 22%.



AERIAL VIEW OF LAND SALE 6
1601 NORTH RIVERSIDE DRIVE
POMPANO BEACH FLORIDA



LAND SALE 6
1601 NORTH RIVERSIDE DRIVE
POMPANO BEACH, FL

LAND SALE COMPARISON & ADJUSTMENT CHART

LAND SALE	SALE PRICE $/Sq.Ft.	SALE DATE	LAND SIZE Sq.Ft. (All)	% Dry Land	ZONING DENSITY	UNITS Possible	*Transactional Adjustments* Market Conditions 5%/Year	Adjusted Price for Market Conditions	*Property Adjustment* Frontage to Depth Ratio	Platted Land	Seawall & Cap	Overall Adiustment
1												
3 18th Avenue South	$1,650,000	10.30.2023	14,810	0.85	"SFR"	1	$130,350	$1,780,350	0.25:1	Yes	Yes	Superior
Lake Worth Beach, Florida	$111.41				1 Unit/Lot		Inferior + 7.9%	$120.21	Inferior	Superior	Superior	
2												
5524 Pennock Point Road	$6,400,000	1.16.2025	43,200	0.72	"RS"	1	$133,120	$6,533,120	0.27:1	No	No	Similar
Unincorp. Palm Beach County, Florida	$148.15				1 Unit/Lot		Inferior + 2.08%	$151.23	Inferior	Similar	Similar	
3												
5548 Pennock Point Road	$6,500,000	5.25.2025	51,000	0.72	"RS"	1	$0	$6,500,000	0.20:1	No	Yes	Similar
Unincorp, Palm Beach County, Florida	$127.45				1 Unit/Lot		Equal	$127.45	Inferior	Similar	Superior	
4												
117 South Riverside Drive	$3,500,000	5.1.2024	18,000	1.00	"RM-45"	19	$177,800	$3,677,800	0.80:1	Yes	Yes	Superior
Pompano Beach, Florida	$194.44				45 Units/AC		Inferior 5.08%	$204.32	Superior	Superior	Superior	
5												
407 North Riverside Drive	$9,300,000	4.7.2022	40,753	1.00	"RM-45"	42	$1,474,050	$10,774,050	0.55:1	Yes	Yes	Superior
Pompano Beach, Florida	$228.20				45 Units/AC		Inferior + 15.85%	$264.37	Superior	Superior	Superior	
6												
1601 North Riverside Drive	$2,300,000	9.15.2023	14,892	1.00	"RM-45"	15	$201,250	$2,501,250	0.52:1	Yes	Yes	Superior
Pompano Beach, Florida	$154.45				45 Units/AC		Inferior + 8.75%	$167.96	Superior	Superior	Superior	
SUBJECT												
670 Oak Street		6.13.2025	55,046	0.89	"R-3"	13	-----	"""	0.39:1	Old	Old	
Boynton Beach, FL					11 units/Ac							

SALES COMPARISON APPROACH
LAND VALUATION

OVERVIEW

Of the several methods to develop an opinion of land value, the one considered to be the most reliable is the Sales Comparison Approach. In this method, sales of other similar vacant parcels are compared to the site concerned; then adjusted for differences to arrive at land value
The steps of Sales Comparison in Land Valuation are:

1) Locate and collect information of recent sales of sites most similar to the land being appraised.

2) Verify the sales information with the most reliable sources, including details of financing and any special considerations or non-typical market features.

3) Select relevant units of comparison and develop a comparative analysis.

4) Compare and adjust the sales to the subject using significant, market-derived units of comparison.

5) Reconcile all value indications from the comparisons into a value opinion by this approach.

In this section of the appraisal, the entire subject parcel is valued initially. Following, the north 87 foot portion is valued. The entire appraised tract contains 55,046 square feet; located at 670 Oak Street, Boynton Beach, FL. The site fronts Lake Worth. Zoning is "R-3", Residential Multi-family, 11dwelling units per acre.

A meticulous search was made to find recent transactions of sites which would provide indications of value for the appraised land. The search covered the east coast of Florida from Broward County on the south to Martin County on the north, focusing on Palm Beach County. The demand for waterfront property is strong, with very few vacant sites available for sale. Most come about by the razing of old improvements to make way for a new one. Large sections of waterfront property are environmentally sensitive and cannot be developed, thus reducing the supply. Few sales occurred during the past few years, with most zoned for single family use. Some of these sales were in market areas where the sale prices of the surrounding houses were at the top level of home prices and not the same type market area as the subject's with a small, older houses, parks, multi-family buildings, marinas and commercial properties.

The extensive search revealed there were no sales of "R-3" type zonings permitting low-medium density of units in the 10 to 20 dwellings per acre. Properties in this category had increases in density to allow more waterfront units which have greater market appeal. The sales found are in two categories: single family residential and high density multi-family. The data found are used to develop opinions of value for the land under appraisement. With the diversity of property types, qualitative analysis is used in this valuation section with rating the elements of comparison of the sales as superior, similar or inferior to the subject's characteristics.

(Continued)

Of the sales reviewed, six of the most relevant transactions are included in this analysis. Details of the sales are on individual land sales sheets and the Land Sales Comparison & Adjustment Chart in the report.

A unit of comparison used by buyers and sellers of this type land is the Sale Price per Square Foot of Land. The range of unit prices of the land sales used (before adjustments) is from $111.41 to $228.20 per square foot.

ELEMENTS OF COMPARISON

Elements of comparison are the characteristics of transactions and properties that cause variation in prices paid for real estate. ***The Appraisal of Real Estate*** *states that there are several basic elements of comparison to consider in sales comparison analysis for land valuation. The first group is termed* ***transactional elements*** *being: real property rights conveyed, financing terms, conditions of sale and market conditions. Adjustments for transactional elements are made, then, attention is focused on the second group,* ***property elements.*** *This second group of property elements consists of location, physical characteristics and use. The relevant elements are hereafter discussed.*

Real Property Rights Conveyed

A transaction price is always predicated on the real property interest conveyed. Property interests conveyed can either be fee simple (without tenants) or leased fee (subject to leases). An adjustment for property rights conveyed is based on whether a leased fee interest was sold with leases at, below, or above market rent.

The interest valued for the subject property is fee simple with riparian rights. The land sales were all conveyances of fee simple interests with riparian rights. None of the sales had easements which were significant enough to affect the price. No adjustment is necessary for this element of comparison.

Financing Terms

Financing terms may have a bearing on the price paid for a property. Such terms that may affect price include assuming a mortgage at lower than current interest rates, the seller paying a buydown for the buyer to have a lower interest rate, or the seller providing financing for a transaction at lower than typical institutional rates. In all of these cases, the buyer could have paid higher prices in such transactions to obtain favorable financing. The reverse is also a possibility in which lower sale prices result from above market financing.

All of the land sales were in cash, the most common means of purchase for vacant land. No adjustment is required for this element of comparison.

(Continued)

SALES COMPARISON APPROACH
(Continued)

Conditions of Sale

Condition of sale addresses the motivation of buyers and sellers. Such motivations include a seller accepting a lower than market price for needed cash, a lender selling a previously foreclosed property to comply with regulations imposed on the institution, or a buyer purchasing an adjacent property. Even arm's length transactions may be the result of atypical motivation, such as lack of exposure time to the market, the result of an eminent domain proceeding, or tax consideration.

None of the land sales are transactions by lenders after foreclosures of prior mortgages on the properties. Each of the land sales was exposed to the open market for a reasonable time. The buyers had specific uses in mind when the purchases were made. Conditions of sale for the comparables are typical for the market. No adjustment is necessary for this element of comparison.

Market Conditions

Comparable sales that occurred under different market conditions than those applicable to the subject on the effective date of the value estimate require adjustment for any differences that affect their value. The most common adjustment for market condition is time; however, the passage of time itself is not the cause of the adjustment. Market conditions which change over time are the reason to make the adjustment, such as appreciation or depreciation due to building inventory, changes in tax laws, investor's criteria, building moratoriums, fluctuation in supply and demand, et cetera. It is also possible that there is no change in market condition over time.

Two of the sales occurred in 2025, one in 2024, two in 2023 and one in 2022. Some properties have had a significant increase in price during the past few years. Such increases are characteristic of the market due in part to scarcity of properties for sale and lack of land for more building. The high percentage of increase may not be representative of the price trend going forward with the looming concern of inflation and projected increase in price of building materials.

Land Sale 1 had a quick sale-resale in 2023 showing a price increase of 31% in seven months. The property is again for sale at an elevated price, with no buyer. Land Sale 3 had a sale-resale indicating a price increase of 9% per year during a two year period. Sale-resale of No. 6 shows a 22% increase during a short time period. Considering the various market indicators, a moderate upward trend of 5% per annum is applied to the sale prices. Hence, each of the sales is adjusted upward 5% annually for market conditions to the effective date of appraisal. The amounts of the adjustments are shown on the chart.

Adjustments have been considered to the sales for transactional elements of comparison. Next, adjustments for property elements of comparison are considered.

(Continued)

SALES COMPARISON APPROACH
(Continued)

Location

The location of a property is a key factor in prompting a buyer to purchase it. Location encompasses many aspects such as road frontage, access, proximity to other competing properties, proximity to a market that will use the goods and services housed in a property, governmental influences, average daily traffic flow, etc. Typically, properties in a neighborhood share some of the same locational characteristics such as age, condition, and style.

The appraised land borders Lake Worth and the Intracoastal Waterway; it is across the lake from the Boynton Inlet to the Atlantic Ocean. All of the land sales front major waterways and have riparian rights. Land Sale 1 is the closest geographically to the subject and most similar in market area of a mix of property types. There are commercial properties on Federal Highway, older single family houses on dry lots and a few upscale houses fronting Lake Worth. Land Sales 2 and 3 border the Southwest Fork of the Loxahatchee River which travels east a short distance to the Jupiter Inlet to the Atlantic Ocean. The market area for Sales 2 and 3 are dry lot single family houses and waterfront homes bordering the river. Land Sales 1, 2 and 3 are in zoning districts that permit only single family residential use, one dwelling per lot.

Land Sales 4, 5 and 6 are located in Broward County, fronting the east side of the Intracoastal Waterway. Zoning for the three sales is RM-45, medium high density, 45 dwelling units per acre. As mentioned, density was less intense for these type properties in the past. Then, the city of Pompano Beach increased the density to accommodate the demand for waterfront dwellings. Land Sale 5 is an example of an old style apartment building of 23 units razed to redevelop the site with a mid-rise complex of 42 units. The market area for Sales 4, 5 and 6 is multi-family projects ranging from 60 years old to new construction, old houses on dry lots and commercial uses on the main streets.

Land Sales 1, 2 and 3 as a group have lower prices per square foot. Sales 4, 5 and 6 have higher unit prices as expected. However, they are in a relatively close range when viewing the entire array of unit prices for luxury houses and very high density projects. The appraised land has more in common with Nos. 4, 5 and 6, but cannot produce the yield to the land that the sales can. The common feature for all of the properties is the waterfront location which is in high demand.

Physical Characteristics

Physical characteristics to be considered for adjustments are those that cause a difference in price to be paid by the market. A wide range of such items includes land size, shape, frontage, topography, view, access, functional utility, degree of readiness for development, et cetera. Adjustments for physical characteristics are best derived from the market by paired sales comparison.

Through the process of searching for comparable sales, the physical characteristics are of great import. From the universe of possible comparable sales, those that are most similar to the site appraised are presented in the report for analysis and comparison to the subject. The lesser the number of physical differences, the better.

(Continued)

SALES COMPARISON APPROACH
(Continued)

Physical characteristics is the element of comparison that most affects price in this category of property. As mentioned, all of the sites are waterfront; however, the subject and Land Sales 1, 2 and 3 are partially submerged. The subject is about 89% dry, with No. 1 at about 85% dry. Sales 2 and 3 have greater submerged areas, with upland being 72%. In Broward County, the Intracoastal Waterway sets the bordering properties' limits, making 100% of the sites upland. Greater percentage of upland increases the buildable area of the site and its price.

Three significant aspects of the sales' physical characteristics are frontage to depth ratio, platted land, and seawall and cap. As mentioned a greater frontage to depth ratio is indicative of more land facing the water for better view. The entire subject site has a ratio of 0.39:1. Land Sales 1, 2 and 3 are inferior to the subject with ratios of 0.20:1 to 0.27:1. These sales are long and narrow in shape. Sales 4, 5 and 6 have ratios of 0.52:1 to 0.80:1, superior to the subject. More frontage on the waterway increase visibility of activity there.

The land in question is part of an old plat which most probably has to be updated or replatted before the site can be redeveloped. Platting is a key factor in stage of readiness for development, costing time and money to the property owner to accomplish. Land Sales 1, 4, 5 and 6 are platted and superior to Sales 2, 3 and the subject.

The subject has an old seawall that would be replaced in construction of a project on the site. All of the sales except No. 2 have seawall and cap. They are superior to the Sale 2 and the subject. Sale 2 is similar to the subject in requiring a new security barrier. Cost of a seawall and cap varies, with an average price of about $1,000 per lineal foot for a substantial one fronting a major waterway.

The ratings of the sales are shown on the Land Sales Comparison and Adjustment Chart.

Use

For sites to be comparable, they should have similar uses. The highest and best use for the appraised property is medium density residential, 11 units per acre. The land sales are in two groups of different densities than the subject, but are the market data that is available to compare to the subject. The common characteristic of the properties is that they all have a residential highest and best use. Hence, no adjustment is made for this element of comparison.

(Continued)

SALES COMPARISON APPROACH
(Continued)

FINAL VALUATION

The land sales are arrayed according to their overall adjustment toward the appraised property.

Land Sale No.	Overall Adjustment	Adjusted Price/ SF
3	Similar	$127.45
2	Similar	$151.23
1	Superior	$120.21
6	Superior	$167.96
4	Superior	$204.32
5	Superior	$264.37

The adjusted unit prices for Land Sales 1 and 3 are close, with Sale 2 out of their range. More weight is placed on the Sales with the more similar adjusted unit prices. Sales 4, 5 and 6 are less superior to the subject and set the upper limit of the total range. No. 5 has the highest adjusted unit price, as it is the larger of these three sales and is under construction with a new high density project. The highest and best use of the appraised land is medium density; however, the specific use is uncertain. Considering all of the foregoing discussion, the unit value for the entire subject site is $120.00 per square foot.

The quantity of the comparable data is sufficient to have an overview of the market for residentially zoned, waterfront land similar enough to the appraised parcel. The quality of the data is good in that it provides a sound basis to develop opinions of value for the land under appraisement. Based on the analysis and conclusions presented within the report, it is our opinion that the Market Value of the Fee Simple Estate of the entire Subject Property as of June 13, 2025 is:

55,046 square feet x $120.00 per square foot = (rounded to)

VALUE BY SALE COMPARISON APPROACH **$6,606,000**

SIX MILLION SIX HUNDRED SIX THOUSAND DOLLARS

Subdividing the entire site into sections of north 87 feet and south 60 feet, causes the north part to have a reduced frontage to depth ratio of 0.23:1. Further, as listed under weaknesses of the property, subdividing the site reduces the number of dwelling units possible and makes the tract less attractive for a developer to purchase. Also, subdividing the parcel would reduce the amenities that would be offered in the complex and reduce the price of a unit. For all of these reasons, the unit value for the north 87 feet is 10% less than the unit value for the entire site. Unit value for the north 87 feet is $108.00 per square foot.

32,546 square feet x $108.00 per square foot = (rounded to)

VALUE BY SALE COMPARISON APPROACH **$3,515,000**

THREE MILLION FIVE HUNDRED FIFTEEN THOUSAND DOLLARS

CERTIFICATION

I certify that, to the best of my knowledge and belief, the statements contained in this report are true and correct.
The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
My engagement in this assignment was not contingent upon developing or reporting predetermined results.
My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The analyses, opinions and conclusions were also developed and the report prepared in conformity with the Uniform Standards of Professional Appraisal Practice, which is included in the Appraisal Institute's Standards, and Chapter 475, Part II F.S.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. The use of this report is (*also*) subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

I have visited the property that is the subject of this report on June 7, 2025.

Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions and opinions concerning real estate set forth in this report. No one else has provided significant professional service to the persons signing this certification.

The Appraisal Institute and the American Society of Appraisers each conduct programs of continuing education for their designated members. As of the date of this report, Jesse B. Vance, Jr. and Claudia Vance have completed the continuing education program for Designated Members of the Appraisal Institute. Continuing education programs are also completed for the American Society of Appraisers and the State of Florida.



June 13, 2025

Jesse B. Vance, Jr., MAI, SRA, ASA
Florida State-Certified General Real Estate Appraiser No. RZ-85



June 13, 2025

Claudia Vance, MAI
Florida State-Certified General Real Estate Appraiser No. RZ-173

CERTIFICATION AND LIMITING CONDITIONS

The statements and conclusions contained in this report, subject to the limiting conditions hereafter cited, are correct to the best of the writers' knowledge.

1. The undersigned have personally inspected the subject of this report. No pertinent information has been knowingly withheld.

2. Unless specifically included, the subject is analyzed as though free and clear of liens and encumbrances.

3. No responsibility is assumed for legal matters, nor is an opinion of title rendered. Title is assumed to be good and held in Fee Simple, unless excepted.

4. Legal descriptions and property dimensions have been furnished by others; no responsibility for their correctness is assumed. Sketches which may be in the report are for illustrative purposes only.

5. Possession of any copy of this report does not carry with it the right of publication, duplication, or advertising using the writers' names or professional designations or membership organizations.

6. The writers are not required to testify without prior agreement.

7. Neither the employment to make this appraisal nor compensation therefore is contingent on the value reported.

8. Where divisions are made between land, improvements, etc., the values estimated for each apply only under the cited use or uses.

9. The value applies ONLY as of the date of valuation stated within the report.

10. The writers certify that they have no present, past or contemplated interest in the subject of this report - unless specifically stated.

11. This report is the property of the indicated client. It may not be used by any other party for any purpose not consistent with the written function of this report without the express written consent of the writers AND client.

12. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice and Conduct of the Appraisal Institute. The work also conforms to the Uniform Standards of Professional Appraisal Practice.

13. Soil or sub-soil contamination may exist from current or prior users, or users outside the property concerned. The appraisers are not qualified to detect such substances. We urge the client to retain an expert in this field if desired.

14. The appraisers have not been provided a Habitat Survey, Endangered Species Survey, or analysis by a qualified environmental specialist indicating the presence of or proximity to environmentally sensitive and/or protected land or species which could affect the use, and possibly, value of the appraised property. The appraisers are not qualified to identify these factors. We recommend that an expert be hired where there may be reasonable cause to expect the presence of any of the cited elements.

15. Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions, and opinions of real estate set forth in this report. No one else provided significant professional assistance to the signers of this report.

16. Prospective value is based on current conditions and trends. The appraisers cannot be held responsible for unforeseeable events which might alter market conditions upon which market value opinion has been developed.

17. The appraisers certify that they have the knowledge and experience required to perform this appraisal assignment.

18. The appraisers reserve the right to amend or change this report at any time additional market information is obtained which would significantly affect the value.



Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser No. RZ 85 June 13, 2025



Claudia Vance, MAI
State-Certified General Real Estate Appraiser No. RZ 173 June 13, 2025

ADDENDA

11/19/2001 11:03:25 20010510608
OR BK 13101 PG 0572
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70

Prepared by and to be returned to:
Guy Rabideau, Esquire
Pillsbury Winthrop LLP
125 Worth Avenue, Suite 310
Palm Beach, Florida 33480

SHUTTS & BOWEN
250 S AUSTRALIAN AVE.
WEST PALM BCH, FL 33401-9839

Real Property Appraisers Parcel
Identification No: 08-43-45-15-06-002-0620

TRUSTEES' DEED

THIS TRUSTEES' DEED is made as of the 9 day of July, 2001, between Betty G. Balch and Virginia G. Picardy, Successor Co-Trustees of the Eva V. Godwin Revocable Trust of 1986 dated August 1, 1986, and amended and restated on January 9, 1987, having an address at c/o William D. McEachern, Esquire, Pillsbury Winthrop LLP, 125 Worth Avenue, Suite 310, Palm Beach, Florida 33480 ("Grantor"), and Virginia G. Picardy, a single woman, individually, having an address at 670 Oak Street, Boynton Beach, Florida 33435 ("Grantee").

Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit-claim to Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to certain real property located in Palm Beach County, Florida, which is more particularly described as follows:

> That tract of land marked on W.S. Shepard's Plat of the Subdivision of Sam Brown Jr's. Subdivision of the South ½ of fractional Section 15, Township 45 South, Range 43 East, said Plat being on record in Palm Beach County, Florida, in Plat Book 8, Page 8, and the land being marked on said Plat "Reserve" lying east of Lot 1, Block 2, and extending to Lake Worth and being 146.7 feet North and South and 400 feet East and West, more or less, extending to Lake Worth and all riparian rights, less the West 25 feet thereof.
>
> Also that certain tract of land lying between the North and South Boundary lines of the aforesaid parcels of land referred to herein as "Reserve", said land being described and dedicated as Palm Way on the aforementioned W.S. Shepard's Plat.

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

10524170.02

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, in fee simple forever.

IN WITNESS WHEREOF, Grantors have set Grantors' hands and seals as of the day and year first above written.

Witnesses to First Grantor:

(1) Signature: Thomas B. Walsh
Print Name: Thomas B. Walsh

(2) Signature: Marie E Pellegrino
Print Name: Marie E Pellegrino

First Grantor:

Betty G. Balch [seal]
Betty G. Balch, Successor Co-Trustee of the Eva V. Godwin Revocable Trust of 1986 dated August 1, 1986, and amended and restated on January 9, 1987

First Grantor Address:
C/o William D. McEachern
Pillsbury Winthrop LLP
125 Worth Avenue, Suite 310
Palm Beach, Florida 33480

Witnesses to Second Grantor:

(1) Signature: Thomas B. Walsh
Print Name: Thomas B. Walsh

(2) Signature: Marie E Pellegrino
Print Name: Marie E Pellegrino

Second Grantor:

Virginia G. Picardy [seal]
Virginia G. Picardy, Successor Co-Trustee of the Eva V. Godwin Revocable Trust of 1986 dated August 1, 1986, and amended and restated on January 9, 1987

Second Grantor Address:
c/o William D. McEachern
Pillsbury Winthrop LLP
125 Worth Avenue, Suite 310
Palm Beach, Florida 33480

BOOK 13101 PAGE 0574
Dorothy H. Wilken, Clerk

State of MA

County of BARNSTABLE

The foregoing instrument was acknowledged before me this 24 day of July, 2001, by Betty G. Balch, Successor Co-Trustee of the Eva V. Godwin Revocable Trust of 1986 dated August 1, 1986, and amended and restated on January 9, 1987, who ( ) is personally known to me or (✓) has produced Nancy as identification.

[notary seal]

Thomas B. Walsh
Notary Public, State of MA
Print Name: Thomas B. Walsh
My commission expires: 1.24.03

THOMAS B. WALSH
Notary Public
My Commission Expires January 24, 2003

State of MA

County of BARNSTABLE

The foregoing instrument was acknowledged before me this 24 day of July, 2001, by Virginia G. Picardy, Successor Co-Trustees of the Eva V. Godwin Revocable Trust of 1986 dated August 1, 1986, and amended and restated on January 9, 1987, who ( ) is personally known to me or (✓) has produced _____ as identification.

[notary seal]

Thomas B. Walsh
Notary Public, State of MA
Print Name: Thomas B. Walsh
My commission expires: 1.24.03

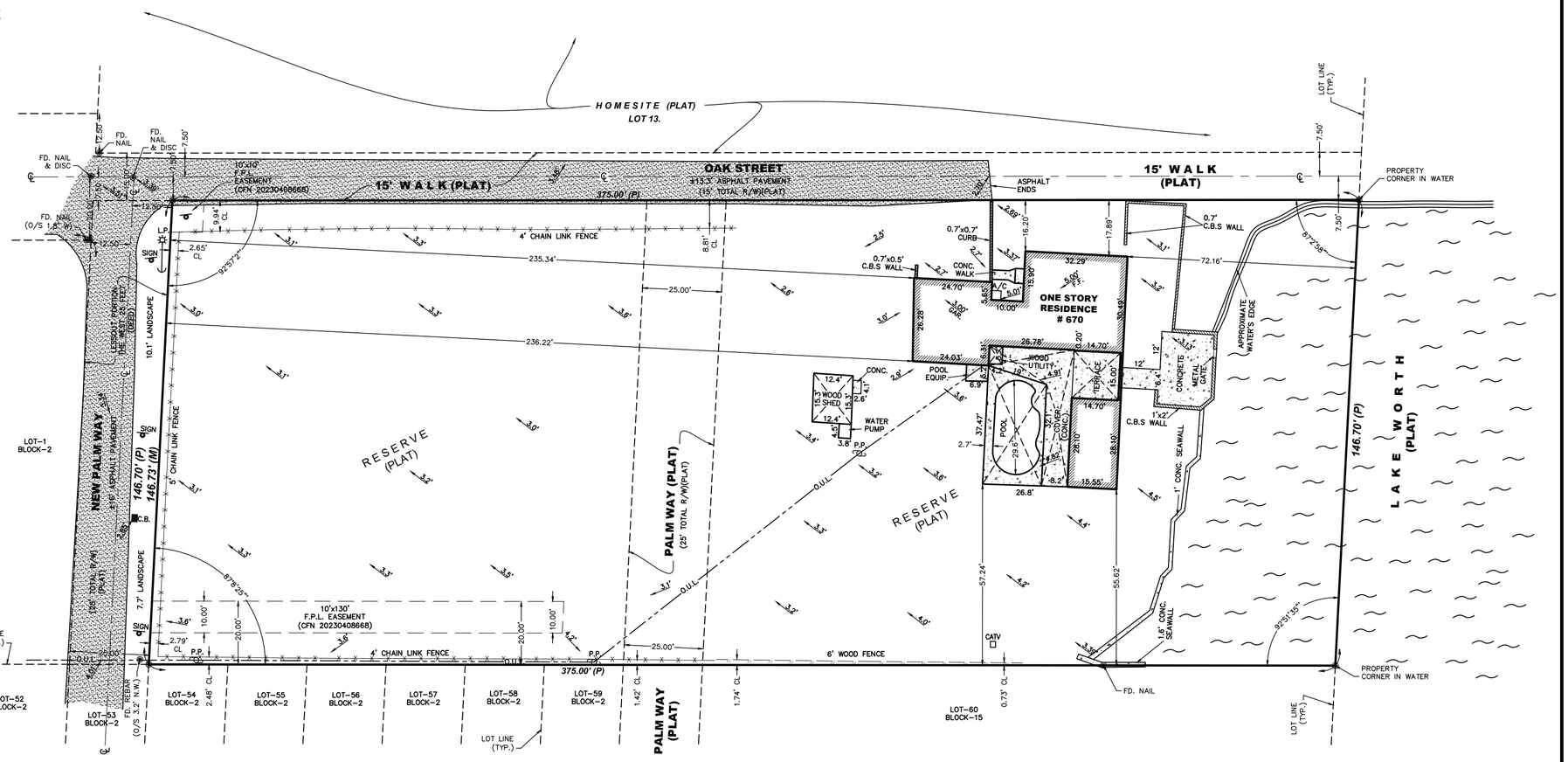
THOMAS B. WALSH
Notary Public
My Commission Expires January 24, 2003

10524170.02

GENERAL LEGEND:

BCR = BROWARD COUNTY RECORDS
BM = BENCHMARK
CB = CATCH BASIN
C/L = CENTERLINE
CLF = CHAINLINK FENCE
CLP = CONCRETE LIGHT POLE
CBS = CONCRETE BLOCK STRUCTURE
CONC = CONCRETE
C/S = CONCRETE SLAB
DE = DRAINAGE EASEMENT
D = DELTA (CENTRAL ANGLE)
E = EAST
ELE = ELEVATION
X 0.00' = EXISTING ELEVATION
EOP = EDGE OF PAVEMENT
EOW = EDGE OF WATER
FF = FINISHED FLOOR
FH = FIRE HYDRANT
FN = FOUND NAIL
INV = INVERT
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FND = FOUND NAIL AND DISC
L = ARC LENGTH
MDCR = MIAMI DADE COUNTY RECORDS
N = NORTH
N/D = NAIL AND DISC
MF = METAL FENCE
ORB = OFFICIAL RECORDS BOOK
O/S = OFFSET
PB = PLAT BOOK
PBCR = PALM BEACH RECORDS
PC = POINT OF CURVATURE
PG = PAGE
PL = PROPERTY LINE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PVCF = PLASTIC FENCE
R = RADIUS
R/W = RIGHT OF WAY
S = SOUTH
S/W = SIDEWALK
SIR = SET 1/2" IRON ROD
SND = SET NAIL & DISC
UE = UTILITY EASEMENT
UP = UTILITY POLE
W = WEST
W/F = WOOD FENCE
W/M = WATER METER

= UTILITY POLE



LEGAL DESCRIPTION:

THAT TRACT OF LAND MARKED ON W.S. SHEPARD'S PLAT OF THE SUBDIVISION OF THE SOUTH 1/2 OF FRACTIONAL SECTION 15, TOWNSHIP 45 SOUTH, RANGE 43 EAST, SAID PLAT BEING ON RECORD IN PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 8, PAGE 8, AND THE LAND BEING MARKED ON SAID PLAT "RESERVE" LYING EAST OF LOT 1, BLOCK 2, AND EXTENDING TO LAKE WORTH AND BEING 146.7 FEET NORTH AND SOUTH AND 400 FEET EAST AND WEST, MORE OR LESS, EXTENDING TO LAKE WORTH AND ALL RIPARIAN RIGHTS, LESS THE WEST 25 FEET THEREOF.

ALSO THAT CERTAIN TRACT OF LAND BETWEEN THE NORTH AND SOUTH BOUNDARY LINES OF THE AFORESAID PARCELS OF LAND REFERRED TO HEREIN AS "RESERVE", SAID LAND BEING DESCRIBED AND DEDICATED AS PALM WAY ON THE AFOREMENTIONED W.S. SHEPARD'S PLAT.

SURVEYORS NOTES:

(1). BEARINGS SHOWN HEREON ARE REFERENCED TO THE RECORD PLAT AND ARE ASSUMED.
(2). LEGAL DESCRIPTION PROVIDED BY CLIENT UNLESS OTHERWISE NOTED.
(3). NO UNDERGROUND IMPROVEMENTS LOCATED EXCEPT AS SHOWN.
(4). THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT THEREFOR THE ONLY SURVEY MATTERS SHOWN ARE PER THE RECORD PLAT. THERE MAY BE ADDITIONAL MATTERS OF RECORD, NOT SHOWN WHICH CAN BE FOUND IN THE PUBLIC RECORDS OF THE CORRESPONDING COUNTY OF RECORD.
(5). ELEVATIONS SHOWN REFER TO N.A.V.D. 88 AND WERE OBTAINED WITH GPS.

CERTIFICATION OF BOUNDARY SURVEY:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF; THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 TO 17.052 FLORIDA ADINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

JULIO SERGIO PITA — No. 5789 — STATE OF FLORIDA — PROFESSIONAL SURVEYOR AND MAPPER

12/9/2024
JULIO S. PITA, P.L.S **DATE**

PROFESSIONAL LAND SURVEYOR
LICENSE No. LS 5789
STATE OF FLORIDA

Sketch of Survey

PROPERTY ADDRESS:
670 OAK STREET,
BOYNTON BEACH, FL 33435

FLOOD ZONE DATA:
ZONE: AE 10FT (NAVD 88)
COMMUNITY #: 120196
PANEL & SUFFIX: 0791 G
DATE OF FIRM: 12/20/2024

REVISIONS:	DATE:

SCALE: 1" = 30'
CADD: J.A.
CHECKED BY: JSP
GL-12139
SHEET # 1 OF 1

CERTIFIED TO:

1. CANEPA DEBORAH &
2. PICARDY SCOTT E
3. GOEBEL, LAUREN

GAVY & ASSOCIATES, INC
LAND SURVEYORS
LB # 6971
2657 S.W. 145th AVENUE
MIAMI, FL. 33175
PHONE: (305) 748 6507

GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

HOMESITE (PLAT)
LOT 13.

ROW ABANDONMENT
5,625± SF
0.13± AC

OAK STREET
±13.3' ASPHALT PAVEMENT
(15' TOTAL R/W)(PLAT)

15' W A L K (PLAT)

15' W A L K
(PLAT)

LOT LINE (TYP.)

PROPERTY CORNER IN WATER

ASPHALT ENDS

FD. NAIL & DISC

FD. NAIL

FD. NAIL (O/S 1.6' W)

10'x10' F.P.L. EASEMENT (CFN 20230408668)

4' CHAIN LINK FENCE

SIGN

L.P.

375.00' (P)

235.34'

92°57'2"

87°2'58"

72.16'

25.00'

36.22'

0.7'x0.7' CURB

0.7'x0.5' C.B.S WALL

0.7' C.B.S WALL

CONC. WALK

A/C

ONE STORY RESIDENCE # 670

FUTURE PARK
32,592± SF
0.75± AC

FUTURE PARK (WITH ROW ABANDONMENT)
38,217± SF
0.88± AC

FUTURE HOME SITE
22,470± SF
0.52± AC

RESERVE (PLAT)

PALM WAY (PLAT)
(25' TOTAL R/W)(PLAT)

NEW PALM WAY
(25' TOTAL R/W)
(PLAT)
±16' ASPHALT PAVEMENT

LESSOUT PORTION THE WEST 25 FEET (DEED)

10.1' LANDSCAPE

7.7' LANDSCAPE

146.70' (P)
146.73' (M)

101.75'

102.34'

146.70' (P)

60.00'

87°8'25"

92°51'35"

10'x130' F.P.L. EASEMENT (CFN 20230408668)

6' WOOD FENCE

1' CONC. SEAWALL

1.6' CONC. SEAWALL

APPROXIMATE WATER'S EDGE

LAKE WORTH
(PLAT)

POOL EQUIP.

WOOD UTILITY

CONC.

WOOD SHED

WATER PUMP

P.P.

POOL

SPA

COVER (CONC.)

TERRACE

CONCRETE

METAL GATE

C.B.S WALL

CATV

FD. NAIL

FD. REBAR (O/S 3.2' N.W.)

C.B.

O.U.L.

LOT-1 BLOCK-2

LOT-52 BLOCK-2

LOT-53 BLOCK-2

LOT-54 BLOCK-2

LOT-55 BLOCK-2

LOT-56 BLOCK-2

LOT-57 BLOCK-2

LOT-58 BLOCK-2

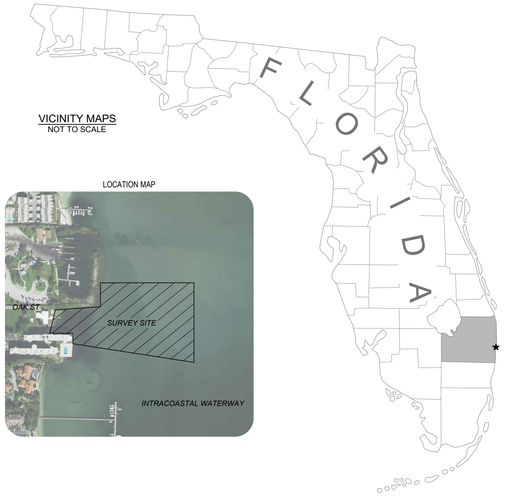
LOT-59 BLOCK-2

LOT-60 BLOCK-15

PROJECT LOCATION

VICINITY MAP





VICINITY MAPS
NOT TO SCALE

LOCATION MAP

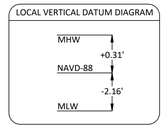
BATHYMETRIC SURVEY

SURVEY NOTES:

1. THIS IS A BATHYMETRIC SURVEY AS DEFINED IN THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.
2. THIS SURVEY WAS CONDUCTED ON NOVEMBER 18, 2024
3. REFER TO SURVEY NO. 24-1954
4. THIS SURVEY IS CERTIFIED TO LAUREN GOEBEL (RICHTER)
5. THIS SURVEY IS INTENDED EXCLUSIVELY FOR THE USE BY THOSE TO WHOM IT IS CERTIFIED. IT IS NOT TO BE USED BY OTHERS FOR CONSTRUCTION, PERMITTING, DESIGN OR ANY OTHER USE WITHOUT THE WRITTEN CONSENT OF TERRAQUATIC, INC.
6. THIS SURVEY, AND ANY REPRODUCTION THEREOF, IS NOT VALID WITHOUT AN ORIGINAL OR VERIFIED DIGITAL SIGNATURE AND SEAL OF A FLORIDA REGISTERED SURVEYOR. ADDITIONALLY, THIS SURVEY IS NOT VALID IF PRINTED BEARING A DIGITAL SIGNATURE AND SEAL.
7. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF ONE INCH EQUALS FORTY FEET OR SMALLER.
8. UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
9. GEOGRAPHIC AND PLANE COORDINATES SHOWN HERON ARE RELATIVE TO THE NORTH AMERICA DATUM OF 1983, 1990 ADJUSTMENT (NAD 83/90), FLORIDA STATE PLANE, EAST ZONE (0901), TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.
10. LOCATIONS OF ALL IMPROVEMENTS WERE OBTAINED USING REAL TIME KINEMATIC GPS METHODOLOGIES WITH BROADCAST CORRECTIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION'S VIRTUAL REFERENCE NETWORK AND ARE ACCURATE TO THIRD ORDER, CLASS II.
11. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO SHOW THE LOCATION OF PROPOSED IMPROVEMENTS RELATIVE TO THE INTRACOASTAL WATERWAY NAVIGATION CHANNEL.
12. HYDROGRAPHIC (BATHYMETRIC) DATA WERE COLLECTED UTILIZING AN ODOM CV100 SURVEY GRADE SOUNDER WITH A 200KHZ TRANSDUCER IN CONJUNCTION WITH REAL TIME KINEMATIC GPS METHODOLOGIES WITH BROADCAST CORRECTIONS FROM A CONVENTIONAL GPS BASE STATION AND ARE ACCURATE TO THIRD ORDER, CLASS II.
13. HYDROGRAPHIC DATA ARE IN FEET RELATIVE TO MEAN LOW WATER AND REFERENCED TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TIDE STATION 872-2706 (PALM BEACH COUNTY).
14. CONTOURS SHOWN HEREON WERE COMPUTER GENERATED AND INTERPOLATED FROM SURVEY DATA COLLECTED ALONG TWENTY-FIVE FOOT (25') SPACED TRANSECTS AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL SEAFLOOR CONDITIONS EXISTING AT THE TIME OF THE SURVEY.
15. DEPTHS SHOWN HEREON ARE BELOW THE REFERENCE PLANE UNLESS PRECEDED BY A PLUS (+).

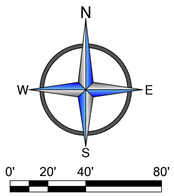
HYDROGRAPHIC DATA ARE RELATIVE TO MEAN LOW WATER AND REFERENCED TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TIDE STATION NUMBER 872-2706. CONTOURS ARE AT 1' INTERVALS.

LOCAL VERTICAL DATUM DIAGRAM



MEAN LOW WATER DEPTHS IN FEET

-3'
-2'
-1'
-0'
0'
1'
2'
3'
4'
5'
6'
7'



HORIZONTAL SCALE: 1" = 40'

CERTIFICATION:

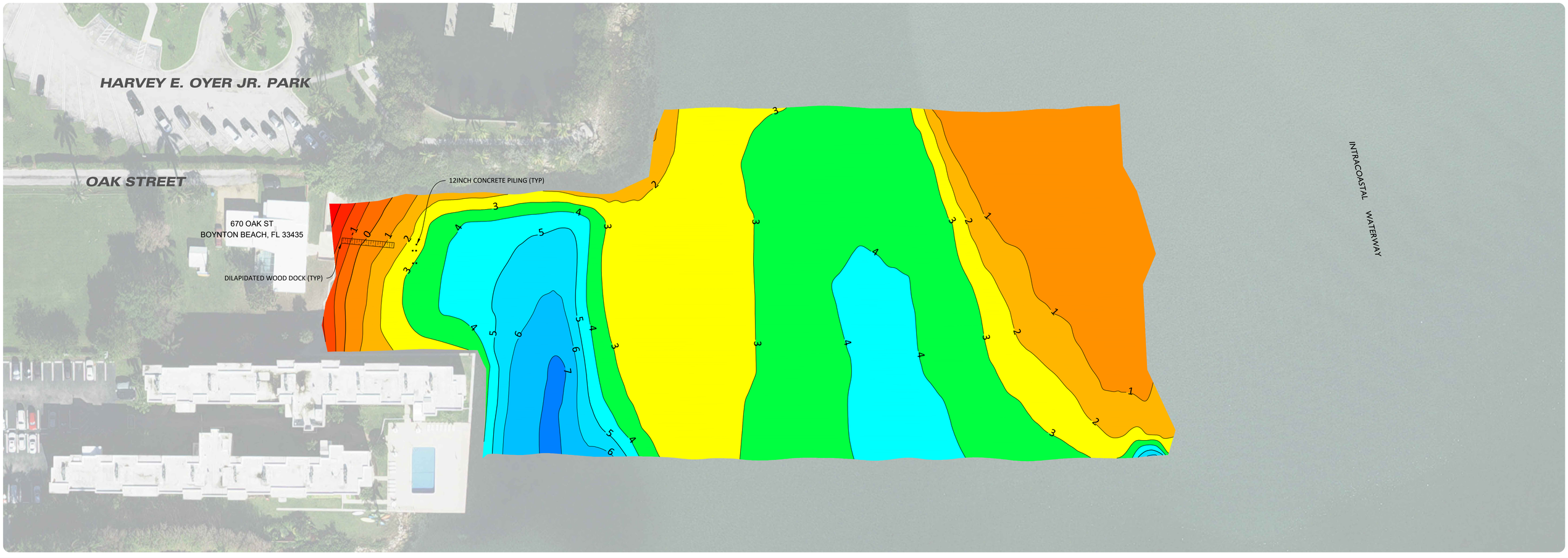
I HEREBY CERTIFY THAT THE ATTACHED BATHYMETRIC SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON NOVEMBER 18, 2024. I FURTHER CERTIFY THAT THIS SPECIFIC PURPOSE SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.

LEGEND:

APX	APPROXIMATE
℄	CENTERLINE
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR AND MAPPER
MLW	MEAN LOW WATER
NAVD-88	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD-29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
TYP	TYPICAL
MHW	MEAN HIGH WATER
NL/D	NAIL AND DISK
FND	FOUND
ELEV	ELEVATION

NOTICE: UNDERGROUND AND SUBAQUEOUS IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY

811 Know what's below. Call before you dig.



PREPARED FOR:

LAUREN GOEBEL (RICHTER)
670 OAK STREET
BOYNTON BEACH, FL 33435

TERRAQUATIC
SURVEYING AND MAPPING
TERRAQUATIC, INC. | PHONE: (561) 806-6085
1220 TANGELO TERR, UNIT A12, DELRAY BEACH, FLORIDA 33444

CERTIFICATION:

JOSHUA LEE, PSM
FLORIDA REGISTRATION LS7322 - CERTIFICATE OF AUTHORIZATION NO. 7324

BATHYMETRIC SURVEY
670 OAK STREET
CONTOUR CHART
BOYNTON BEACH - PALM BEACH COUNTY, FLORIDA

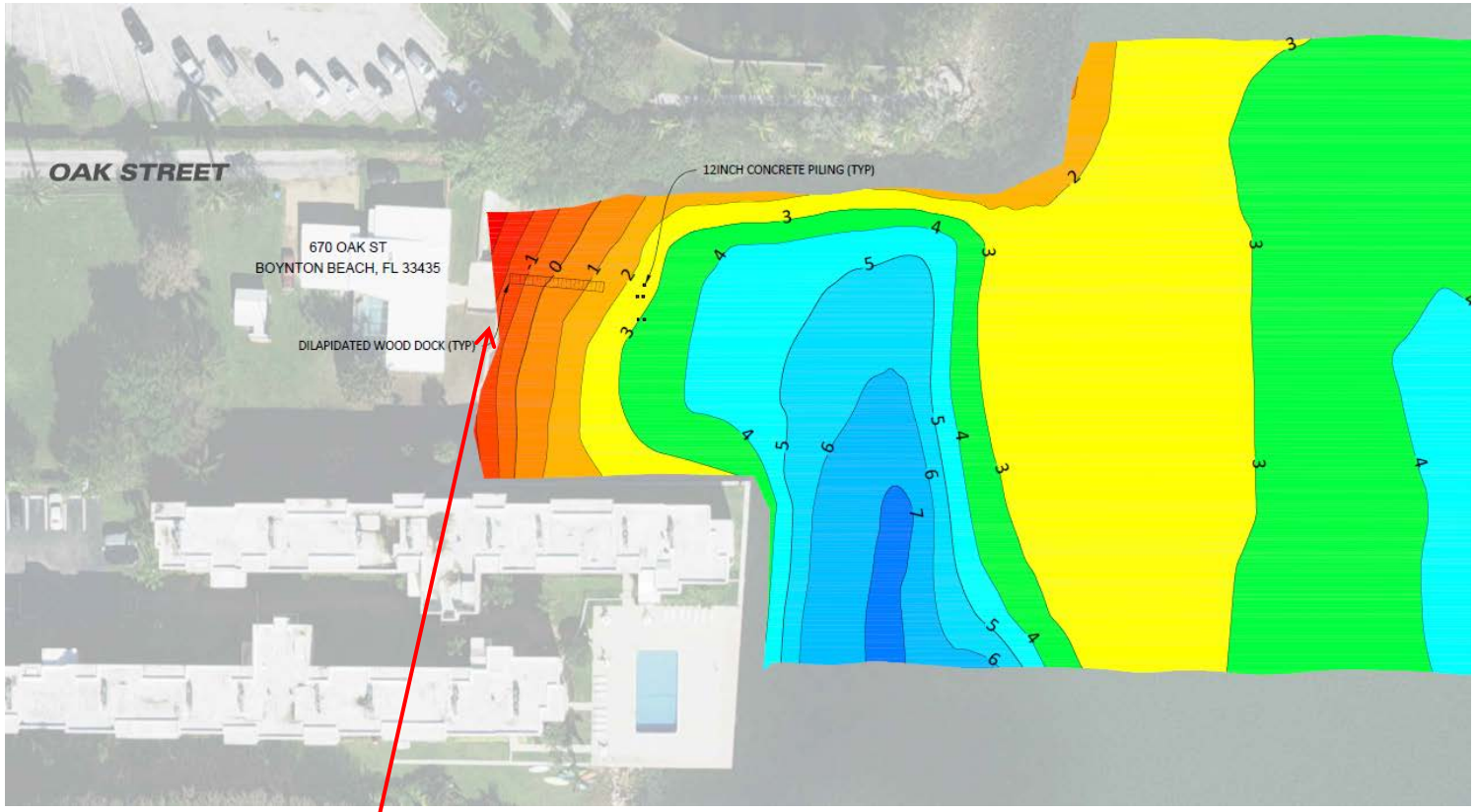
JOB No.: 24-1954	DRAWN BY: CE	CHECKED BY: JL
DRAWING: 670 OAK STREET.dwg		DATE: 11/21/24

REV	DESCRIPTION	DATE

SHEET 1 of 1



AERIAL VIEW OF THE APPRAISED PROPERTY
ON THE NATIONAL WETLAND INVENTORY MAP



APPRAISED PROPERTY

BATHYMETRIC SURVEY EXCERPT

Property Information

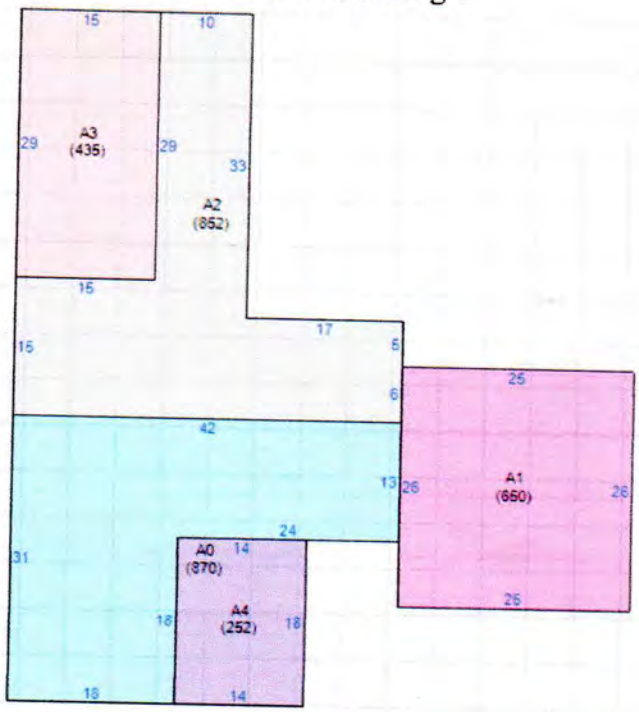
Owner Name :	CANEPA DEBORAH &
Parcel Control Number :	08-43-45-15-06-002-0620
Location Address :	670 OAK ST

Structural Details

Structural Element for Building 1

Exterior Wall 1	MSY: CB STUCCO
Year Built	1957
Air Condition Desc.	HTG & AC
Heat Type	FORCED AIR DUCT
Heat Fuel	ELECTRIC
Bed Rooms	2
Full Baths	2
Half Baths	0
Exterior Wall 2	NONE
Roof Structure	SHED
Roof Cover	BUILT-UP TAR/GRAVEL
Interior Wall 1	PLYWOOD PNL.
Interior Wall 2	N/A
Floor Type 1	CORK OR VINYL TILE
Floor Type 2	CARPETING
Stories	1

Sketch for Building 1



Subarea and Square Footage for Building 1

Code	Description	square Footage
BAS	Base Area	870
FOP	Finished Open Porch	852
SFB	Semi Finished Base Area	435
SFB	Semi Finished Base Area	252
FGR	Finished Garage	650
	Total Square Footage	3059
	Area Under Air	1557

Property Extra Feature

Description	Year Built	Units
Pool - In-Ground	1957	1
Boat Dock	1957	320
Patio	1957	345

Property Land Details

Land Line #	Description	Zoning	Acres
1	INTRACOASTAL	R3	1.2444

F. *R-3 Multi-family Residential District.*

1. General. The purpose of the R-3 zoning district is to implement the medium density residential (MDR) future land use map (FLUM) classifications of the Comprehensive Plan. The intent of this conventional district, with a maximum density of eleven (11) dwelling units per acre, is to encourage vertical structures and viable multiple-family living environments. The preferred development pattern shall be designed such that it would provide adequate buffering, graduation of uses, and a layout that considers and complements adjacent uses and districts. Ideally, the R-3 district should be in close proximity to large concentrations of business and employment activities, as well as near sufficient roadways and public transportation routes. Site design should encourage safe traffic patterns, ingress and egress, adequate light, drainage, off-street parking, open space, on-site recreation areas, and community meeting provisions for the inhabitants.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-10).

a. Existing and/or future single-family dwellings shall conform to the building and site regulations of the R-1 district (see Table 3-8 in Section 2.D.3. above).

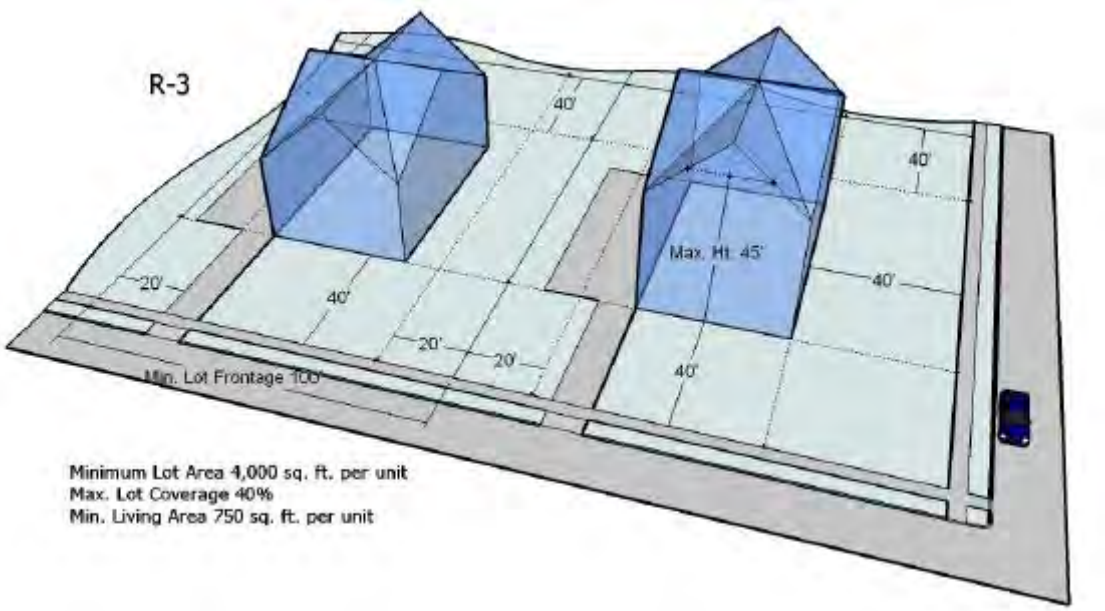
b. Duplex dwellings shall conform to the building and site regulations of the R-2 district (see Table 3-9 in Section 2.E.3. above).

c. Multiple-family and group homes shall conform to the lot and building requirements of that portion of Table 3-10 below pertaining to "residential uses".

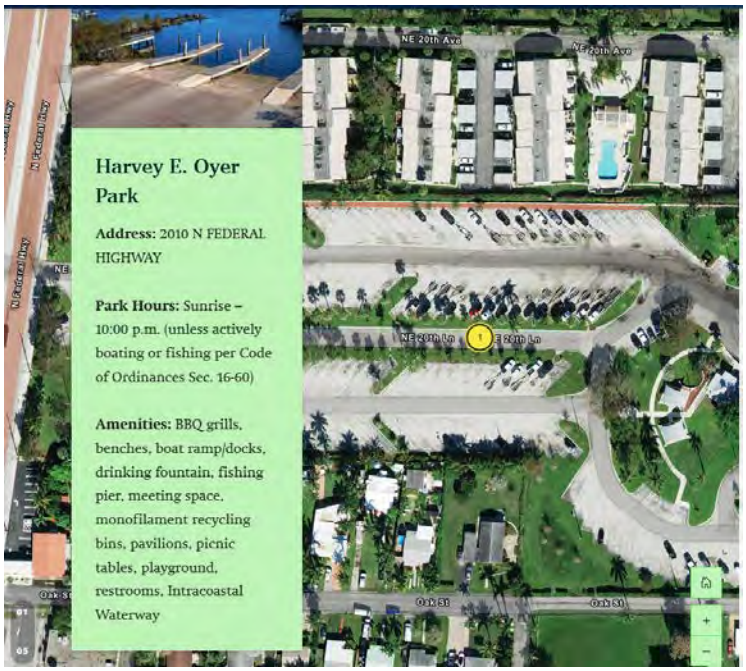
d. All uses, excluding single-family, duplex, multi-family, and group homes, shall conform to the lot and building requirements of that portion of Table 3-10 below pertaining to "non-residential uses".

BUILDING/SITE REGULATIONS ***R-3 District***	
BUILDING/SITE REGULATIONS ***R-3 District***	
(Residential Uses)	
Minimum lot area (per unit):	4,000 s.f.
Minimum lot frontage:	100 feet
Minimum yard setbacks:	
Front:	40 feet
Rear:	40 feet
Interior side:	20 feet
Corner side:	40 feet

Minimum living area:	750 s.f.
Maximum lot coverage:	40%
Maximum structure height:	45 feet
(Non-Residential Uses)	
Minimum lot area:	20,000 s.f.
Minimum lot frontage:	100 feet
Minimum yard setbacks:	
Front:	40 feet
Rear:	40 feet
Interior side:	20 feet
Corner side:	40 feet
Minimum living area:	750 sq. ft. per unit
Maximum lot coverage:	40%
Maximum structure height:	45 feet



4. Accessory Structures. Walls, fences, pools, sheds, screen-roof enclosures, and other structures are regulated in accordance with Chapter 3, Article V, Supplemental Regulations.



1. Harvey E. Oyer Jr. Park



Aerial Overview of Harvey E. Oyer Jr. Park

Historical Information: Originally owned by the Boynton Beach Boat Club (a non-profit) in the 1950's, the park had one ramp for local boaters. The club donated the building and a small portion of the land to the City. The City acquired additional properties and developed the park in cooperation with the FL Dept of Natural Resources through the Florida Recreation Development Assistance Program in 1986 with a grant of $212,000. The renovation cost approximately $600,000 and included rebuilding the boat launching ramps, building restrooms and picnic shelters, improving the sprinkler system, renovating the Boat Club building and construction of the 310 ft. fishing pier.

In 2010, renovations were made to the park. Demolition of the restroom facilities made way for new restrooms. The older shelters were demolished and new, sailcloth roofed shelters were added. The renovations were funded with money granted from the Palm Beach County Board of Commissioners in the amount of $380,000. The Recreation and Parks Department and the Art in Public Places combined efforts to include public art projects in the park and in the spring of 2011 hosted the unveiling of the public art projects, park improvements and

the Florida Fishing Academy headquarters. An unveiling event took place on April 16, 2011. This official public event featured the artwork of Guy Snell and Peter Agardy. Peter Agardy, an accomplished graffiti and public artist, was selected by the Art in Public Places Program to create artwork that expresses the Boat Club Park's character, proximity to the Boynton Beach Inlet, the City's tag line, "Gateway to the Gulfstream," historical connection to Boynton's fishing community and nautical lifestyle.

In the fall of 2011 the park was officially renamed after pillar of the community and longtime resident Harvey E. Oyer, Jr. who passed away in December 2010.

The boat ramps are within a 1.4-acre rock jetty basin that provides protection from wave action and is located directly across from the Boynton Inlet (to the Atlantic Ocean). In conjunction with Palm Beach County, the City coordinates the dredging of the Boynton Boat Club Navigation Access Channel of the Intracoastal Waterway, which is done every few years.



2. Intracoastal Park



Aerial Overview of Intracoastal Park

Historical Information: The property was purchased in 1988 through a bond issue. At the time, the City Commission was supportive and a general bond referendum was passed by the voters. The park was master planned first in the early 1990's. The money became available for building the park when Palm Beach County approached the City with a desire to increase boating opportunities for local residents. The City redeveloped Boat Club Park (added additional boat trailer parking, holding docks) and was able to develop Intracoastal Park. The park's grand opening celebration was October 17, 2003.

When the park was built, the existing mangrove and native coastal planting areas in the southeast corner of the property were preserved. It is a mitigation area (protected mangroves) with a conservation easement with the Florida Department of Environmental Protection.

The Clubhouse at Intracoastal Park opened in September 2007. The two-story building features classrooms, catering kitchens, elevator, rental space, and a 10-foot wrap-around balcony overlooking the beautiful Intracoastal Waterway. The Clubhouse may be reserved for events and group use. Reservations are required at four weeks prior to your function,

SUMMARY OF USPAP (Uniform Standards of Professional Appraisal Practice) Standard Rule 2: Real Property Appraisal, Reporting

In reporting the results of a real property appraisal, an appraiser must communicate each analysis, opinion, and conclusion in a manner that is not misleading. STANDARD 2 addresses the content and level of information required in a report that communicates the results of the real property appraisal. STANDARD 2 does not dictate the form, format, or style of real property appraisal reports. The substantive content of a report determines its compliance.

STANDARDS RULE 2-1

Each written or oral real property appraisal report must:

(a) clearly and accurately set forth the appraisal in a manner that will not be misleading;

(b) contain sufficient information to enable the intended users of the appraisal to understand the report properly; and

(c) clearly and accurately disclose all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment.

STANDARDS RULE 2-2

Each written real property appraisal report must be prepared under one of the following options and prominently state which option is used: Appraisal Report or Restricted Appraisal Report.

An appraiser may use any other label in addition to, but not in place of, the labels set forth in this Standards Rule for the type of report produced. The use of additional labels such as analysis, consultation, evaluation, study, or valuation does not exempt an appraiser from adherence to USPAP. The report content and level of information requirements in this Standards Rule are minimal for each type of report. An appraiser must supplement a report form, when necessary, to insure that any intended user of the appraisal is not misled and that the report complies with the applicable content requirements.

(a) The content of an appraisal report must be appropriate for the intended use or the appraisal and, at a minimum:

- *(i) state the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request but is retained in the appraiser's workfile;*
- *(ii) state the identity of any other intended users by name or type;*
- *(iii) state the intended use of the appraisal;*
- *(iv) contain information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment;*
- *(v) state the real property interest appraised;*
- *(vi) state the type and definition of value and cite the source of the definition;*
- *(vii) state the effective date of the appraisal and the date of the report;*
- *(viii) summarize the scope of work used to develop the appraisal;*
- *(ix) summarize the extent of any significant real property appraisal assistance;*

SUMMARY OF USPAP (Uniform Standards of Professional Appraisal Practice) Standard Rule 2: Real Property Appraisal, Reporting

(x) provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by:
(1) summarizing the appraisal methods and techniques employed;
(2) stating the reasons for excluding the sales comparison, cost, or income approach(es) if any have not been developed;
(3) summarizing the results of analyzing the subject sales, options, and listings in accordance with Standards Rule 1-5;
(4) stating the value opinion(s) and conclusions(s); and
(5) summarizing the information analyzed and the reasoning that supports the analyses opinions, and conclusions, including reconciliation of the data and approaches;

(xi) state the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal;
(xii) when an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion;
(xiii) clearly and conspicuously:
- *state all extraordinary assumptions and hypothetical conditions, and*
- *state that their use might have affected the assignment results, and*

(xiv) include a signed certification in accordance with Standards Rule 2-1.

STANDARDS RULE 1-5

When the value opinion to be developed is market value, if such information is available in the normal course of business:

a) analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal;

b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

475.611 Florida Statutes: Definitions.-

(1) As used in this part, the term:

(a) “Appraisal” or “Appraisal Services” means the services provided by certified and licensed appraisers or registered trainee appraisers, and includes:

1. "Appraisal assignment" denotes an engagement for which a person is employed or retained to act, or could be perceived by third parties or the public as acting, as an agent or a disinterested third party in rendering an unbiased analysis, opinion, review, or conclusion relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real property.

2. "Analysis assignment" denotes appraisal services that relate to the employer's or client's individual needs or investment objectives and includes specialized marketing, financing, and feasibility studies as well as analyses, opinions, and conclusions given in connection with activities such as real estate brokerage, mortgage banking, real estate counseling, or real estate consulting.

3. "Appraisal review assignment" denotes an engagement for which an appraiser is employed or retained to develop and communicate an opinion about the quality of another appraiser's appraisal, appraisal report, or work. An appraisal review may or may not contain the reviewing appraiser's opinion of value.

(b) "Appraisal Foundation" or "foundation" means the Appraisal Foundation established on November 20, 1987, as a not-for-profit corporation under the laws of Illinois.

(c) "Appraisal report" means any communication, written or oral, of an appraisal, appraisal review, appraisal consulting service, analysis, opinion, or conclusion relating to the nature, quality, value, or utility of a specified interest in, or aspect of, identified real property, and includes any report communicating an appraisal analysis, opinion, or conclusion of value, regardless of title. However, in order to be recognized in a federally related transaction, an appraisal report must be written.

(d) "Appraisal review" means the act or process of developing and communicating an opinion about the quality of another appraiser's appraisal, appraisal report, or work.

(e) "Appraisal subcommittee" means the designees of the heads of the federal financial institutions regulatory agencies established by the Federal Financial Institutions Examination Council Act of 1978 (12 U.S.C. ss. 3301 et seq.), as amended.

(f) "Appraiser" means any person who is a registered trainee real estate appraiser, licensed real estate appraiser, or a certified real estate appraiser.
An appraiser renders a professional service and is a <u>professional</u> within the meaning of 95.11(4)(a).

(g) "Board" means the Florida Real Estate Appraisal Board established under this section.

(h) “**<u>Certified General Appraiser</u>**” means a person who is certified by the department **as <u>qualified to issue appraisal reports for any type of real property</u>**

(i) "Certified Residential Appraiser" means a person who is certified by the department as qualified to issue appraisal reports for residential real property of one to four residential units, without regard to transaction value or complexity, or real property as may be authorized by federal regulation.

(j) "Department" means the Department of Business and Professional Regulation.

475.628 Professional standards for appraisers registered, licensed, or certified under this part.—

(1) The board shall adopt rules establishing standards of professional practice which meet or exceed nationally recognized standards of appraisal practice, including standards adopted by the Appraisal Standards Board of the Appraisal Foundation. Each appraiser registered, licensed, or certified under this part must comply with the rules. Statements on appraisal standards which may be issued for the purpose of clarification, interpretation, explanation, or elaboration through the Appraisal Foundation are binding on any appraiser registered, licensed, or certified under this part, upon adoption by rule of the board.

(2) The board may adopt rules establishing standards of professional practice other than standards adopted by the Appraisal Standards Board of the Appraisal Foundation for nonfederally related transactions. The board shall require that when performing an appraisal or appraisal service for any purpose other than a federally related transaction, an appraiser must comply with the Ethics and Competency Rules of the standards adopted by the Appraisal Standards Board of the Appraisal Foundation, and other requirements as determined by rule of the board. An assignment completed using alternate standards does not satisfy the experience requirements under s. 475.617 unless the assignment complies with the standards adopted by the Appraisal Standards Board of the Appraisal Foundation.

History.—ss. 9, 11, ch. 91-89; s. 4, ch. 91-429; s. 35, ch. 98-250; s. 22, ch. 2012-61; s. 9, ch. 2017-30.

Vance Real Estate Service



Jesse B. Vance, Jr., MAI, SRA, ASA, MBA

Appraiser · Real Estate Analyst · Reviewer · Expert Witness
Vance Real Estate Service · 7481 NW 4 Street · Plantation · Florida · 33317
Office: 954·583·2116; Cell: 954·610·2423; Email: vanceval@comcast.net
Web Page: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 45 years. Designated appraisers perform the appraisal work, no trainees. Jesse B. Vance, Jr., MAI, SRA, ASA, MBA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, bankruptcies, deficiency judgments, marriage dissolution, and estate valuations. Our firm values most types of real property interests for sale, mortgage loans, litigation and investment reasonably, timely and professionally. As licensed real estate brokers, we perform most other real property functions. We also do "Valuations for Financial Reporting."

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ DEGREES/ LICENSES & CERTIFICATIONS

MAI DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781
SRA DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781
ASA DESIGNATION - AMERICAN SOCIETY OF APPRAISERS (RE-Urban) #003439
MBA DEGREE - REAL ESTATE MANAGEMENT AND DEVELOPMENT
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER #RZ-85 (Florida)
FLORIDA STATE LICENSED REAL ESTATE BROKER NO. BK. 91050
REGISTERED VETERAN-OWNED SMALL BUSINESS (CCR/Duns 826494957)
FLORIDA CERTIFIED SDVBE BUSINESS ENTERPRISE (Minority Business Enterprise - MBE)
FLORIDA "D.E.P." APPROVED APPRAISER

B) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION

1. U.S. Court of Appeals, Eleventh Circuit
2. U.S. District Court, Southern District of South Florida
3. U.S. District Court, New Jersey
4. U.S. Bankruptcy Court, Southern District of Florida
5. U.S. Bankruptcy Court, District of New Jersey
6. U.S. Bankruptcy Court, Western (Pittsburgh) Division of Pennsylvania
7. Florida Circuit Courts: Broward, Dade, Palm Beach, Lee, Collier, Martin, and Okeechobee Counties
8. Appraiser on landmark eminent domain cases: TESSLER, NESS TRAILER PARK, PATEL, SIMPSON v. FILLICHIO, RUBANO, PALM BEACH COUNTY (FL) vs. COVE CLUB INVESTORS, LTD.

C) EXPERIENCE Over thirty-five (35) years appraising and analyzing real property interests in South Florida.
Partial list: RESIDENCES, RESTAURANTS/BARS, APARTMENT BUILDINGS, OFFICE BUILDINGS HOTELS/MOTELS, CHURCHES, CONDOMINIUMS/COOPS, HOSPITALS & NURSING HOMES, VACANT LAND, GOLF COURSES, GOLF CLUBS, GASOLINE SERVICE STATIONS, MARINAS, TRAILER PARKS, SHOPPING CENTERS, BANKS/THRIFT INSTITUTIONS, BOWLING ALLEYS, P.U.D.'S, INDUSTRIAL BUILDINGS, TIME-SHARE DEVELOPMENTS, ROCK PITS, SCHOOLS, AGRICULTURAL PROPERTIES, WATER MANAGEMENT DISTRICT, MARKETABILITY, FEASIBILITY ANALYSES, INVESTMENT ANALYSES, AUTO SALES FACILITIES, LEASE VALUATIONS, TAX & ASSESSMENT APPEALS, CONDEMNATION, EXPERT WITNESS (Member National Forensic Center), BUSINESS ENTERPRISE VALUATIONS (BEV), (VFR) VALUATION FOR FINANCIAL REPORTING, AVIGATION & CLEARANCE EASEMENTS, ESTATES, DIVORCES, PLANNING/LAND USE STUDIES, HIGHEST & BEST USE ANALYSES, DEPRECIATION ANALYSES, COMPONENT APPRAISALS, ENVIRONMENTALLY SENSITIVE LAND, CONTAMINATED PROPERTIES, SUGARCANE & TURFGRASS LAND, DAY CARE CENTERS, SELF-STORAGE FACILITIES, FUNERAL HOMES, ANIMAL HOSPITALS, SUBMERGED LAND, CITY CENTERS, etc.

D) PARTIAL LIST OF CLIENTS

PRIVATE INDIVIDUALS AND CORPORATIONS, ATTORNEYS, ACCOUNTANTS, TRUST DEPARTMENTS, **COMMERCIAL BANKS**: Wells Fargo; BankAtlantic; SunTrust; American National Bank; Landmark Bank; City National Bank; BankUnited; Gateway American Bank; State Farm Bank; Englewood Bank & Trust; SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES; **FLORIDA CITIES**: FORT LAUDERDALE, PLANTATION, COOPER CITY, TAMARAC, LAUDERHILL, BOCA RATON, DEERFIELD BEACH, OAKLAND PARK, WILTON MANORS, HOLLYWOOD, WEST PALM BEACH, DELRAY BEACH, HALLANDALE, PEMBROKE PINES, COOPER CITY, TOWN OF DAVIE, TOWN OF SOUTHWEST RANCHES, MIRAMAR. **FLORIDA COUNTIES**: BROWARD, PALM BEACH, COLLIER, OKEECHOBEE; BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS; OKEECHOBEE BOARD OF COUNTY COMMISSIONERS. **SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, BROWARD COUNTY HOUSING AUTHORITY, STATE OF FLORIDA** DEPARTMENT OF TRANSPORTATION (DOT); **STATE OF FLORIDA** DIVISION OF GENERAL SERVICES(GSA); N. BROWARD GENERAL HOSPITAL DISTRICT; **STATE OF FLORIDA** DEPARTMENT OF ENVIRONMENTAL PROTECTION **(Approved Vendor);U.S. TREASURY DEPARTMENT** (General Counsel, I.R.S.); **U.S. MARSHAL'S SERVICE** – **U.S. ATTORNEY'S OFFICE** CENTRAL DIVISION – U.S. Dept. of Justice; **VETERANS ADMINISTRATION**

E) EDUCATIONAL BACKGROUND - (Partial List)

ACADEMIC:

BACHELOR OF ARTS - Earlham College, Richmond, Indiana (1954)

MBA (Nova University) - Real Estate Management & Development (National Dean's List 1991)

Professional:

Qualifying courses for the SRA and SREA designations from the Society of Real Estate Appraisers
Qualifying courses for the MAI designation from the Appraisal Institute

F) APPRAISAL TEACHING EXPERIENCE

Licensed by the Florida Department of Education to Teach (Certificate No. 275236). Authored and taught Residential and Commercial Real Estate Appraisal Courses for Broward County Adult Education Program. Taught Course 101 - Society of Real Estate Appraisers. Taught Course 201 - Society of Real Estate Appraisers. Taught Appraisal Seminars - Board of Realtors, ASA, SREA, and AI (Appraisal Institute). Adjunct Professor, University of Florida Division of Continuing Education: (taught Course 2, "Real Estate Principles and Practices" to prospective Florida Real Estate Brokers).

G) PROFESSIONAL OFFICES HELD/AWARDS

NATIONAL B.O.D. MEMBER	-	BOARD OF DIRECTORS of APPRAISAL INSTITUTE (2006- 2008)
AWARD	-	Appraisal Institute "NATIONAL PRESIDENTS AWARD" 2008
AWARD	-	Appraisal Institute "LIFETIME ACHIEVEMENT AWARD" 2011 For "high ethical standards, contributions to the Appraisal Institute, Community and Appraisal Profession for at least 20 years."
CHAIR	-	REGION X - All of Florida - Appraisal Institute (2008)
VICE-CHAIR	-	REGION X - All of Florida - Appraisal Institute (2007)
THIRD DIRECTOR	-	REGION X - All of Florida - Appraisal Institute (2006)
FINANCE OFFICER	-	REGION X – All of Florida – Appraisal Institute (2006)
PRESIDENT	-	BROWARD COUNTY, SOCIETY OF REAL ESTATE APPRAISERS
PRESIDENT	-	BROWARD COUNTY, AMERICAN SOCIETY OF APPRAISERS
CHAIR	-	FLA. STATE GOVERNMENT RELATIONS SUBCOMMITTEE OF AI
CHAIR	-	FLA. STATE LEGISLATION & REGULATION SUBCOMMITTEE OF AI

G) PROFESSIONAL OFFICES HELD/AWARDS

CHAIR	-	FLORIDA REALTORS COMMITTEE ON COMMITTEE REFORMS
CHAIR	-	EDUCATION COMMITTEE, FT. LAUDERDALE CHAPTER AI
CHAIR	-	CANDIDATES GUIDANCE COMMITTEE, FT .LAUDERDALE CHAPTER AI
CHAIR	-	NATIONAL Valuation for Financial Reporting PROJECT TEAM OF AI
VICE CHAIR & MEMBER	-	NATIONAL GOVERNMENT RELATIONS COMMITTEE OF AI (15 Years)
MEMBER	-	NATIONAL LONG RANGE PLANNING COMMITTEE OF AI
MEMBER	-	NATIONAL PUBLIC AFFAIRS COMMITTEE OF AI
DIRECTOR	-	REGION X (Florida) Appraisal Institute
MEMBER	-	REGION X (FLORIDA) ETHICS AND COUNSELING PANEL

DIRECTOR - BROWARD COUNTY, FLORIDA SOCIETY OF REAL ESTATE APPRAISERS
DIRECTOR - SOUTH FLORIDA CHAPTER AMERICAN SOCIETY OF APPRAISERS
MEMBER - NATIONAL EXPERIENCE REVIEW PANEL MEMBER OF AI
SPECIAL MASTER - BROWARD COUNTY BOARD OF TAX ADJUSTMENT
COMMISSIONER - 17TH JUDICIAL CIRCUIT COURT, Broward County, FL
MEMBER - 2013 APPRAISAL INSTITUTE NATIONAL BUSVAL PROJECT TEAM

H) PROFESSIONAL PUBLICATIONS & PRESENTATIONS

Wrote and taught a basic Residential Appraisal Course for the Broward County Adult Education Div. of the Dept. of Education;
Wrote and taught an Income Appraisal Course for the Broward County Adult Education Division of the Department of Education;
Co-authored and taught an appraisal course on Mortgage-Equity Capitalization for the American Society of Appraisers.
Authored and taught a Florida State and Appraisal Institute 3-hour accredited course in "The Legislation, Regulation and Appraisal of Real Property Rights in Florida September 7, 1996.
Presentation on "Gramm-Leach-Bliley" Federal Privacy Act of 1999 for South Florida Chapter of American Society of Appraisers on October 24, 2001.
Presented 3-hour Florida CEU-credit seminar on "Appraisers and the Gramm-Leach-Bliley Act" before the South Florida Chapter of the Appraisal Institute on July 27, 2002.
Presenter at 6.5 Hour CLE-credit Attorney Seminar on Florida Eminent Domain, "Valuation and Damage Issues" February 2, 2006, Fort Lauderdale, Florida

I) CIVIC INVOLVEMENT

MEMBER OF ROTARY INTERNATIONAL / PAUL HARRIS FELLOW
MEMBER OF THE GREATER FORT LAUDERDALE OPERA GUILD
MEMBER FLORIDA PHILHARMONIC BROWARD TRUSTEES
MEMBER OF THE BROWARD COUNTY LIBRARY SUPPORT GROUP ("BYBLOS")
MEMBER CIRCLE OF FRIENDS – NOVA SOUTHEASTERN LIBRARY FOUNDATION
MEMBER NOVA SOUTHEASTERN UNIVERSITY ALUMNI ASSOCIATION
MEMBER OF THE FORT LAUDERDALE HISTORICAL SOCIETY
MEMBER OF THE BROWARD COUNTY MUSEUM OF THE ARTS
MEMBER OF THE FORT LAUDERDALE / BROWARD COUNTY CHAMBER OF COMMERCE
MEMBER OF THE BETTER BUSINESS BUREAU OF SOUTH FLORIDA
LIFETIME HONORARY MEMBER FLORIDA SHERIFF'S ASSOCIATION
MEMBER NATIONAL & FT. LAUDERDALE COUNCILS U.S. NAVY LEAGUE
U.S. ARMY VETERAN WWII (RA 17212681) - HONORABLE DISCHARGE 1949

Vance Real Estate Service



Claudia Vance, MAI

Appraiser · Real Estate Analyst · Reviewer
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Office: 954·583·2116 Cell: 954·647·7148 Email: vanceval@att.net
Web Site: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 40 years. Designated appraisers perform the appraisal work, no trainees. Our appraisals are used for financial/ mortgage loan purposes from large mixed use complexes to small owner- occupied properties. We have the qualifications for appraisals submitted to SBA.
Jesse B. Vance, Jr., MAI, SRA, ASA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, deficiency judgments, marriage dissolution, and estates. Our firm values most types of real property interests, timely, professionally, and at competitive costs.

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ LICENSES
MAI Designation - APPRAISAL INSTITUTE No. 9451
State-Certified General Real Estate Appraiser No. RZ-173
Florida State Licensed Real Estate Broker No. BK 0161305
VOSB Veteran-Owned Small Business (CCR/Duns 826494957)

B) WORK HISTORY
1983 - Current Vice President - Vance Real Estate Service
1981 – 1983 President - The Appraisal Company, Fort Lauderdale, Florida

C) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION
U.S. Bankruptcy Court, Southern District of Florida
Florida Circuit Court: Broward County

D) PROFESSIONAL DEVELOPMENT PROGRAM REGISTRIES
Valuation of Sustainable Buildings: Commercial
Valuation of Sustainable Buildings: Residential

E) EXPERIENCE: 40+years appraising and analyzing real property interests in South Florida.

F) APPRAISER SPECIAL MAGISTRATE FOR THE BROWARD CO VALUE ADJUSTMENT BOARD 2002-2010

Partial list of real property types valued:
High value residences, Condominiums/ Co-operatives, Office, Industrial, Multi-family, Restaurants/ bars, Auto dealerships, City Centers, Hotels/ motels, Houses of worship, Schools, Child care centers, Self-storage, Funeral home, Animal Hospital, Mixed use, Nursing homes, Gas sales stations, Marinas, Mobile home parks, Shopping centers, Country clubs/ golf courses, Financial institutions, Bowling centers, Vacant land, Agricultural properties, Environmentally sensitive land

Types of Reports:
Market Value, Eminent Domain, Marketability, Feasibility, Highest and Best Use, Investment Analyses, Partial Interests, Easement Valuations, Estate planning, Marriage dissolution, Land use studies, Damage/ Contamination studies

G) PARTIAL LIST OF CLIENTS –

PRIVATE: Individuals, Corporations, Attorneys, Accountants, Habitat for Humanity, Seminole Tribe of Florida

COMMERCIAL BANKS: Wells Fargo; BankAtlantic; SunTrust; Citigroup; Space Coast Credit Union; State Farm Bank; Florida Shores Bank; American National Bank; Landmark Bank; City National Bank; Evermore Bank National Bank

SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES

FLORIDA CITIES: Fort Lauderdale, Plantation, Cooper City, Deerfield Beach, Tamarac, Oakland Park, Wilton Manors, North Lauderdale, Davie, Pembroke Pines, Hallandale Beach, Lauderhill, Southwest Ranches, Miramar, Boca Raton, Boynton Beach, West Palm Beach, Delray Beach

FLORIDA COUNTIES and AGENCIES: Broward, Palm Beach, Broward County Board of County Commissioners, School Board of Broward County, Broward County Housing Authority, Fort Lauderdale Community Redevelopment Agency, Boynton Beach Community Redevelopment Agency

STATE OF FLORIDA Department of Transportation (FDOT), Department of Environmental Protection

U.S. Department of Veterans Affairs, **U.S. Department of Treasury (IRS), U.S Marshall's Service, U.S. Attorney**

H) EDUCATIONAL BACKGROUND

Academic:
Bachelor of Arts Degree – University of New Orleans, New Orleans, LA – Major: English

Professional:
Qualifying courses for the MAI designation

I) PROFESSIONAL INVOLVEMENT

Region X Representative of the Appraisal Institute 2006 – 2009
President of the South Florida Chapter of the Appraisal Institute - 2003
First Vice-President of the South Florida Chapter of the Appraisal Institute -2002
Second Vice-President of the South Florida Chapter of the Appraisal Institute -2001
Secretary of the South Florida Chapter of the Appraisal Institute -2000
Treasurer of the South Florida Chapter of the Appraisal Institute - 1999
Chair of the Education Committee of the S. Florida Chapter of the Appraisal Institute - 1995, 1996, 1997, 1998, 2007- 2018
Director of the South Florida Chapter of the Appraisal Institute 1996 - 1998
Member of Region X (Florida) Ethics and Counseling Panel –AI
Newsletter Editor of the South Florida Chapter of the Appraisal Institute – 2020-current
Graduate of the Florida REALTORS Institute (GRI)

J) CIVIC INVOLVEMENT

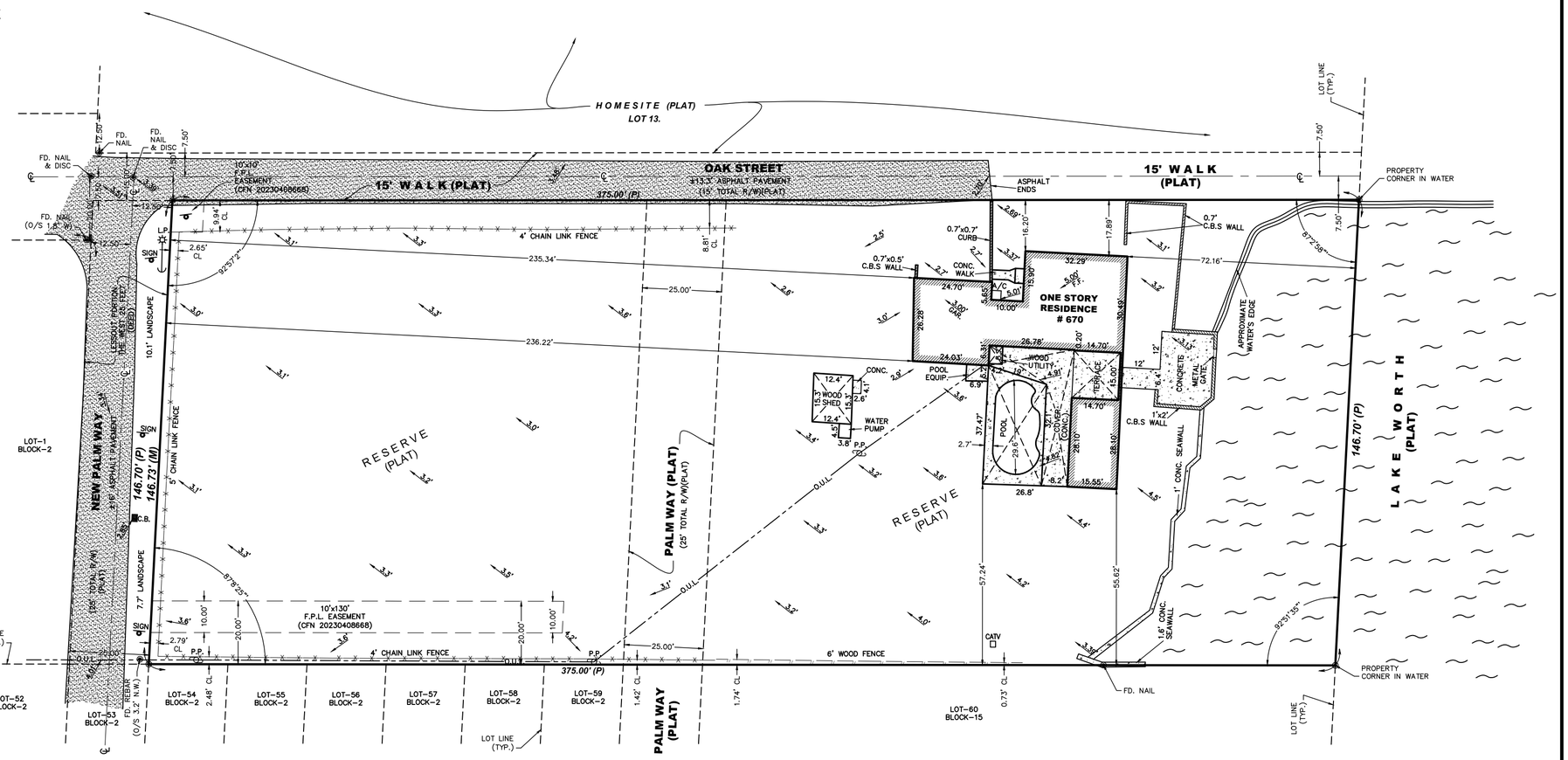
Member of the Navy League of the United States – Fort Lauderdale Council
Lifetime Honorary Member- Florida Sheriff's Association
Member of Zeta Tau Alpha Alumnae Fraternity


Intracoastal Park
Harvey E.
Oyer Jr. Park
670 Oak Street

GENERAL LEGEND:

BCR = BROWARD COUNTY RECORDS
BM = BENCHMARK
CB = CATCH BASIN
C/L = CENTERLINE
CLF = CHAINLINK FENCE
CLP = CONCRETE LIGHT POLE
CBS = CONCRETE BLOCK STRUCTURE
CONC = CONCRETE
C/S = CONCRETE SLAB
DE = DRAINAGE EASEMENT
D = DELTA (CENTRAL ANGLE)
E = EAST
ELE = ELEVATION
X 0.00' = EXISTING ELEVATION
EOP = EDGE OF PAVEMENT
EOW = EDGE OF WATER
FF = FINISHED FLOOR
FH = FIRE HYDRANT
FN = FOUND NAIL
INV = INVERT
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FND = FOUND NAIL AND DISC
L = ARC LENGTH
MDCR = MIAMI DADE COUNTY RECORDS
N = NORTH
N/D = NAIL AND DISC
MF = METAL FENCE
ORB = OFFICIAL RECORDS BOOK
O/S = OFFSET
PB = PLAT BOOK
PBCR = PALM BEACH RECORDS
PC = POINT OF CURVATURE
PG = PAGE
PL = PROPERTY LINE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PVCF = PLASTIC FENCE
R = RADIUS
R/W = RIGHT OF WAY
S = SOUTH
S/W = SIDEWALK
SIR = SET 1/2" IRON ROD
SND = SET NAIL & DISC
UE = UTILITY EASEMENT
UP = UTILITY POLE
W = WEST
W/F = WOOD FENCE
W/M = WATER METER

= UTILITY POLE



LEGAL DESCRIPTION:

THAT TRACT OF LAND MARKED ON W.S. SHEPARD'S PLAT OF THE SUBDIVISION OF THE SOUTH 1/2 OF FRACTIONAL SECTION 15, TOWNSHIP 45 SOUTH, RANGE 43 EAST, SAID PLAT BEING ON RECORD IN PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 8, PAGE 8, AND THE LAND BEING MARKED ON SAID PLAT "RESERVE" LYING EAST OF LOT 1, BLOCK 2, AND EXTENDING TO LAKE WORTH AND BEING 146.7 FEET NORTH AND SOUTH AND 400 FEET EAST AND WEST, MORE OR LESS, EXTENDING TO LAKE WORTH AND ALL RIPARIAN RIGHTS, LESS THE WEST 25 FEET THEREOF.

ALSO THAT CERTAIN TRACT OF LAND BETWEEN THE NORTH AND SOUTH BOUNDARY LINES OF THE AFORESAID PARCELS OF LAND REFERRED TO HEREIN AS "RESERVE", SAID LAND BEING DESCRIBED AND DEDICATED AS PALM WAY ON THE AFOREMENTIONED W.S. SHEPARD'S PLAT.

SURVEYORS NOTES:

(1). BEARINGS SHOWN HEREON ARE REFERENCED TO THE RECORD PLAT AND ARE ASSUMED.
(2). LEGAL DESCRIPTION PROVIDED BY CLIENT UNLESS OTHERWISE NOTED.
(3). NO UNDERGROUND IMPROVEMENTS LOCATED EXCEPT AS SHOWN.
(4). THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT THEREFOR THE ONLY SURVEY MATTERS SHOWN ARE PER THE RECORD PLAT. THERE MAY BE ADDITIONAL MATTERS OF RECORD, NOT SHOWN WHICH CAN BE FOUND IN THE PUBLIC RECORDS OF THE CORRESPONDING COUNTY OF RECORD.
(5). ELEVATIONS SHOWN REFER TO N.A.V.D. 88 AND WERE OBTAINED WITH GPS.

CERTIFICATION OF BOUNDARY SURVEY:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF; THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 TO 17.052 FLORIDA ADINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Julio S Pita — Digitally signed by Julio S Pita — Date: 2025.01.08 15:46:55-05'00'

JULIO S PITA, P.L.S — 12/9/2024 DATE

PROFESSIONAL LAND SURVEYOR
LICENSE No. LS 5789
STATE OF FLORIDA

Sketch of Survey

PROPERTY ADDRESS:
670 OAK STREET,
BOYNTON BEACH, FL 33435

FLOOD ZONE DATA:
ZONE: AE 10FT (NAVD 88)
COMMUNITY #: 120196
PANEL & SUFFIX: 0791 G
DATE OF FIRM: 12/20/2024

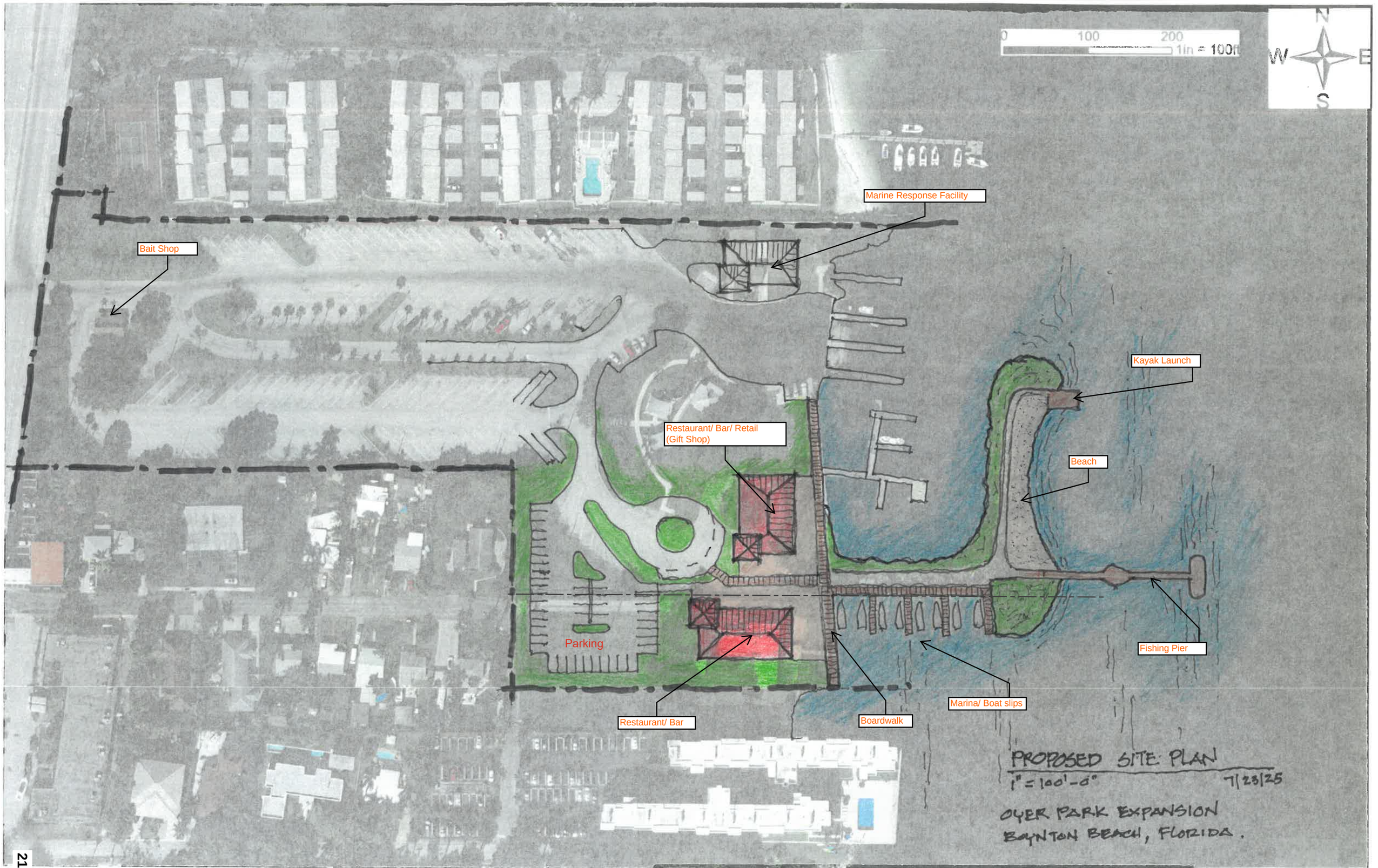
REVISIONS:	DATE:

SCALE: 1" = 30'
CADD: J.A.
CHECKED BY: JSP
GL-12139
SHEET # 1 OF 1

CERTIFIED TO:

1. CANEPA DEBORAH &
2. PICARDY SCOTT E
3. GOEBEL, LAUREN

GAVY & ASSOCIATES, INC
LAND SURVEYORS
LB # 6971
2657 S.W. 145th AVENUE
MIAMI, FL. 33175
PHONE: (305) 748 6507


0
100
200
1in = 100ft
N
W
E
S
Marine Response Facility
Bait Shop
Kayak Launch
Restaurant/ Bar/ Retail
(Gift Shop)
Beach
Parking
Fishing Pier
Restaurant/ Bar
Boardwalk
Marina/ Boat slips
PROPOSED SITE PLAN
1" = 100'-0"
7/23/25
OYER PARK EXPANSION
BOYNTON BEACH, FLORIDA.

KEY TERM AND CONDITION SHEET

670 Oak Street, Boynton Beach, FL

Proposed Terms of Contract Between City and Sellers Deborah Canepa and Scott Picardy, with funding from CRA through an interlocal agreement with the City

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I. Terms & Conditions

Effective Date:	Date of signed agreement.
Purchase Price:	$6,800,000.00 (Six Million Eight Hundred Thousand Dollars)
Deposit, Primary:	$300,000, within five business days of contract, refundable prior to expiration of the Feasibility Period.
Deposit, Secondary:	$5,000, due end of Inspection Period, non-refundable unless specified exception; deposit amounts will serve as a creditor toward purchase price.
Deposit Returnable:	Seller's default, failure of Seller to satisfy conditions precedent.
Closing Req.:	1) No pending or threatened litigation or administrative proceedings concerning property, 2) property delivered unoccupied, and 3) marketable title.
Closing Date:	120 Days from Effective Date.
Title Conveyance:	Via Warranty Deed with Title Commitment fee simple, free and clear other than Permitted Exceptions.
Feasibility Period:	60 days from Effective Date, right to inquire and make investigation of the property.

Taxes: Prorated.

Broker Fees: Paid by Seller

Closing Costs: Seller to pay documentary stamps, recording, and costs associated with curing titles, Purchaser to pay the rest including title search, survey costs, and escrow fees. Each party bears own attorney fees and costs.

II. **Restrictive Covenant:**

Recording: At closing, simultaneous with deed.

Terms: Terms to by finalized by City and Sellers

- Height Restrictions (36' or two stories)
- Parking
- Retention of residential development rights

III. **Intended Purpose:** Public Park

Anticipated enhancement of surrounding property values and related economic development

IV. **CRA Plan** Consistent with the CRA Plan, the acquisition would:

- Create, improve and promote the public waterfront areas and public open spaces, parks, greenways, blueways and bikeways.
- Encourage public waterfront access

-end-

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Resolution No. R25-274- Authorizing the City to apply for the 2024 Community Forestry Capacity Grant offered by the Florida Department of Agriculture and Consumer Services in the amount of $50,000, and if awarded, execute all future documents associated with the grant, subject to the approval of the City Attorney.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-274.

Explanation of Request:

As part of the U.S. Forest Service Urban and Community Forestry Matching Grant Program, the City of Boynton Beach will apply for funding to support its urban forestry initiative. The grant program provides a 50-50 matching grant (50% federal- 50% applicant) to local governments for the development or enhancement of community forestry programs.

The City of Boynton Beach will apply for funding to support its Forestry Initiative under one of the five eligible categories of the grant: Public Tree Canopy Improvement (Tree Planting), Public Tree Inventory or Urban Tree Canopy Assessment, Urban Forest Management Planning, Urban Forestry Information and Education, or the Development of Municipal Tree Nurseries to increase the availability of biodiverse species for public tree canopy improvement projects. The City will request funding in the amount of $50,000. The application is due on October 20, 2025.

How will this affect city programs or services?

This project will enhance the City's environmental sustainability and beautification programs by expanding the urban tree canopy, improving air quality, and providing shade in public spaces. It will also support the City's long-term goals for climate resilience and community well-being, while promoting education and awareness of the importance of urban forestry.

Account Line Item and Description: Grant account.
Budget Account: 131-2419-559.31-90 (50%match)

Fiscal Impact:

The 2024 Community Forestry Capacity Grant offered by the Florida Department of Agriculture and Consumer Services is expected to fund $50,000 for the total project. City fiscal

impact of $50,000.

Attachments:
R25-274 Agenda_Item_3805-2025_Resolution_for_2024_Community_Forestry_Capacity_Grant (1).docx
Attachment 1-NOFFA 24 Community Forestry Capacity Grants.pdf
Atachment 2- 24 Community Forestry Capacity Grant Application.pdf

RESOLUTION NO. R25-274

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE 2024 COMMUNITY FORESTRY CAPACITY GRANTS FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER IN THE AMOUNT OF $50,000, AND IF AWARDED, AUTHORIZING THE CITY TO ACCEPT THE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE GRANT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Department of Agriculture and Consumer Services is offering a funding opportunity for the 2024 Community Forestry Capacity Grants. The purpose of Florida's Community Forestry Capacity grant program is to provide financial assistance to local governments, Native American tribal governments, volunteer groups, nonprofit organizations, and educational institutions to initiate or enhance local urban and community forestry programs and improve the urban environment within the State of Florida. The primary purpose of the grant program is to promote better forest management and the resources necessary for the retention and expansion of community tree canopy throughout the State of Florida; and

WHEREAS, the City will request funding in the amount of $50,000, with a 50/50 match, 50% federal and 50% applicant, to support its urban forestry initiative; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to authorize the City's application for the 2024 Community Forestry Capacity Grants from the Florida Department of Agriculture and Consumer Services, in the amount of $50,000, and if awarded, authorize the City to accept the Grant and execute all future documents associated with the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the City to apply for the 2024 Community Forestry Capacity Grants from the Florida Department of Agriculture and Consumer Services, in the amount of $50,000, and if awarded,

authorize the City to accept the Grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor to execute the Grant application, and if awarded, the Grant Agreement, and any other document associated with applying for and accepting the Grant that does not otherwise increase the financial obligations of the City, subject to the approval of the City Attorney's Office.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

NOTICE OF FEDERAL FINANCIAL ASSISTANCE FUNDING OPPORTUNITY REQUEST FOR APPLICATIONS

2 CFR 200

Funding Opportunity Number 24-DG-11083112-001

I. Overview

Recipient: Florida Department of Agriculture and Consumer Services (FDACS)

Funding Opportunity Title: 2024 Community Forestry Capacity Grants

Announcement Type: Request for Federal Financial Assistance Applications Initial Announcement

Funding Opportunity Number: 24-DG-11083112-001

Catalog of Federal Domestic Assistance (CFDA) Number: 10.664

Federal Agency Name: USDA Forest Service

The information requested is pursuant to 2 CFR 200 and the federal awarding agency statutory authority.

II. Federal Financial Assistance Funding Opportunity Description

The purpose of Florida's Community Forestry Capacity grant program (CFC) is to provide financial assistance to local governments, Native American tribal governments, volunteer groups, nonprofit organizations, and educational institutions to initiate or enhance local urban and community forestry programs and improve the urban environment within the State of Florida. We anticipate awarding $670,000 to applicants through this Funding Opportunity.

The primary purpose of this CFC grant program is to promote better urban forest management and the resources necessary for the retention and expansion of community tree canopy throughout the State of Florida. Trees are a vital component of urban infrastructure but must be properly managed to maximize the benefits they provide to the community. By properly managing their tree infrastructure, communities can increase property values, tourism appeal, and the physical and mental health of residents, while reducing storm water runoff, energy consumption, and air and water pollution. Community forest management also helps to identify public safety hazards to residents and structures and is a useful tool in storm preparation. Local community leaders and the public are encouraged to learn more about how their urban trees benefit their community from an economic, social, and environmental standpoint. They are also encouraged to learn about proper species selection, planting, and care for trees to minimize future maintenance problems and how to utilize green infrastructure to reduce storm water runoff.

No more than 60% of the available funding will be allocated to tree planting practices. The maximum grant allocation is $50,000 for each category and each applicant. Practices may be implemented on county or municipally owned lands, including parks or natural areas, as well as

highway and street rights-of-way not maintained by the Federal government. Funds will be allocated to regions with priority given to communities showing greatest demonstrated need. Entities may submit multiple applications if there are multiple, unique projects that they would like to have funded through this program. However, the applicant must submit a full and complete application for each proposed project.

FDACS, Florida Forest Service (FFS) is requesting applications that include, but are not limited to:

• Planting trees in areas where they would provide tangible benefits to Floridians through energy reduction, mitigating urban heat, water or air quality improvement, stormwater runoff avoidance, or increased greenspace accessibility;
• Establishing a food forest or urban orchard (as a public tree canopy improvement project);
• Conducting a tree inventory of public areas and assess the condition of individual trees;
• Conducting an urban tree canopy assessment to gather information about how much tree canopy is in the area and how it is distributed across the landscape;
• Developing an urban forest management plan;
• Implement informational and educational programs to improve the understanding of residents and local officials of the benefits of maintaining a healthy tree canopy; and
• Developing a workforce development program to educate students and residents about career opportunities in the green industry and provide them with hands on experience to give them the necessary skills.

Scope:

There are 5 categories:
1. Public Tree Canopy Improvement (Tree Planting)
2. Public Tree Inventory or Urban Tree Canopy Assessment
3. Urban Forest Management Planning
4. Urban Forestry Information and Education
5. Development of municipal tree nurseries to increase the availability of biodiverse species for utilization in public tree canopy improvement projects.

Category 1: Public Tree Canopy Improvement (Tree Planting)

This category is provided for the purchase and installation of replacement or additional community trees on public rights-of-way, in parks or other public spaces. Funding may be used solely for purchase and installation of trees. Planting of complimentary shrubs and ground covers may be submitted as matching funds only. Additionally, maintenance or removal of dead, damaged, or living trees cannot be considered for funding under this grant program.

Eligible planting projects include:

a. Planting of trees along rights of way or in publicly owned, publicly accessible areas for the benefit of the whole community.
b. Replacement of dead, diseased, or over mature trees in public areas. Or replacement of non-native exotic or invasive species with more appropriate species for the climate and the site. Again, maintenance or removal of these trees are not acceptable project costs, but the replacement of these trees can be considered for funding.
c. New appropriate tree plantings in areas where the trees will serve as windbreaks, reduce storm water runoff, help control erosion, mitigate urban heat, and improve water quality.
d. Installation of trees as part of a green infrastructure demonstration project such as bioswales, green roofs, bioretention areas, or pervious pavement.
e. Establishment of a food forest or urban orchard as an educational resource or to help provide produce to urban food deserts.

Tree Planting Requirements:

1. Trees/palms (including those planted as part of the local match) must be Florida Grade #1 or better (Florida Division of Plant Industry, Grades and Standards).
2. Trees may not exceed a 4-inch caliper. Palms may not be taller than 16 feet, clear trunk.
3. Minimum tree size is 1½ inch caliper, in at least a 15-gallon container.
4. At least four tree species native or naturalized to the area and suitable for the site and objective must be planted. No species may represent over 25% of the total number of trees planted during the project. EXCEPTION: food forest and urban orchard projects can utilize non-native fruit and nut tree varieties, if the species are documented to do well in Florida and are not listed on the Florida Invasive Species Council's invasive species list.
5. Up to ten percent (10%) of the grant award may be used for the purchase and/or installation of irrigation equipment or an irrigation system, or for supplemental watering during the 60-day grow-in period.
6. Trees listed on the Florida Invasive Species Council's MOST RECENT list of Florida's Invasive Species may not be planted as any part of this grant program. The list may be found on the internet at https://floridainvasivespecies.org/
7. Maximum allowable cost per individual tree or palm is $600, which can be split between grant and match for purchase and planting.
8. Written approval is required (as part of the proposal) from the Florida Department of Transportation for planting and maintenance on any state right-of-way.
9. Eligible multi-stemmed tree species include only those listed on the Right Tree/Right Place posters produced by the Florida Urban Forestry Council, unless FFS permission is granted for another species. Applicants interested in using multi-stemmed species should submit their application with any proposed species, and acceptance of the application will indicate acceptance of this species' utilization, unless otherwise notified.
10. A maximum of $15 per tree may be spent on planting materials only during the 60 day grow-in period.
11. Purchase and planting of shrubs and ground covers in conjunction with tree planting may only serve as a matching cost, and as such cannot be reimbursed.
12. Applications **must** include the following information:
    a. A location map.
    b. A minimum of three-color photographs of the planting site.
    c. A detailed planting plan (site plan) which shows the location of the trees/palms, existing structures, and site limitations such as underground utilities and overhead wires.
    d. Written approval from the Florida Department of Transportation for planting and maintenance on the State right-of-way (if applicable).
    e. A three (3)-year maintenance plan to be carried out by the grant recipient at their expense. (Maintenance costs incurred after certification by the Florida Forest Service are ineligible for reimbursement.)
    f. A resolution by the managing agency of the property (if different from the applicant) stating that they concur with the grant proposal and maintenance plan.
13. A 60-day "grow-in period" is required prior to Certification of Acceptance by the Department and the processing of a final reimbursement. The application should also state how the trees will be watered and cared for during the grow-in period.
14. Tree Plantings must follow established procedures for handling, placement, and maintenance. Refer to http://hort.ifas.ufl.edu/woody for additional guidance.
15. After tree planting is completed, an iTree Design project report is required to be submitted prior to the processing of the final reimbursement. This tool estimates the future reduction in storm water runoff and increase in water quality over the life of the planted trees. The report should include assessments for years 5, 15, and 25. iTree Design is an easy to use and free program that can be found at https://design.itreetools.org/.

Category 2: Public Tree Inventory or Urban Tree Canopy Assessment

This category is provided for communities to develop or enhance inventories/assessments of public trees. Up-to-date inventories can provide more efficient and effective urban forest management.

Tree Inventories – Development of a local tree inventory/hazardous tree inventory on non-federal public properties (includes parks, rights-of way and preserves). This can include the purchase of hardware, software, and related equipment, as well as fees paid to vendors to conduct the inventory. This can also include the examination of individual trees to determine whether they need arboricultural treatments.

Urban Tree Canopy Assessment - use of remote sensing technology to determine tree canopy coverage and distribution in a defined area (usually a district or municipal boundary). These assessments can also be used to identify potential tree planting spaces and prioritize planting initiatives based on current tree canopy coverage. Eligible costs are the same as above: hardware, software, related equipment, and vendor fees.

Tree Inventory or Assessment Requirements

• A map of the area where the inventory or assessment will take place, including street locations.
• A narrative that describes the need to conduct the inventory or assessment in the selected area, the data that will be collected, how that data will be processed, and how the results will be used to influence urban forestry management decisions. The narrative should also state whether a vendor will perform the treatments, or if in-house labor and equipment will be used, and how the recipient will supervise the project while in progress.

Category 3: Urban Forest Management Planning

An urban forest management plan serves as the guiding document for managing the tree resource in a community. The objective of an urban forest management plan is to:

• Reduce the amount and severity of the damage and losses to people, property, the economy, and the environment that results from tree failures.
• Reduce tree canopy cover losses and strategically plan planting initiatives to equitably distribute tree cover throughout the community.
• Maximize the benefits of urban trees by planting and retaining trees where they reduce storm water runoff, improve air, and water quality, and lower the ambient temperature.
• Identify policies and procedures that can be updated to reinforce canopy goals.
The development and implementation of an urban forest management plan will provide the following benefits:
• Plan planting and maintenance schedule based on data.
• Create more efficient and effective response to storms.
• Update tree policies and procedures.
• Reduce in tree failures and tree canopy losses.
• Improve community forest health, safety, and benefits.

Urban Forest Management Plans funded through this program should include:

a. Description of your community -- the current state and needs of the community and the urban forest baseline. Current tree canopy data from an inventory or assessment, community needs,

priority areas and a review of current policies and procedures for tree planting and maintenance are examples of things that should be included in this section.
b. A vision for the urban forest – the desired future state of the urban forest. This is the overall goal the plan hopes to achieve.
c. Strategic Plan – specific goals, objectives, and actions based upon the current conditions and identified needs to achieve the vision for the urban forest.
d. Implementation Plan – a document that assigns specific dates and responsibilities for the actions and goals of the strategic plan.
e. Monitoring Plan -- a written system to measure progress and assess the overall effectiveness of the Urban Forest Management Plan.

Additional sections of the plan that you may wish to incorporate and that are acceptable through this grant include:
• Urban forest storm preparedness and mitigation.
• Urban wood utilization.
• Urban heat mitigation.

Category 4: Urban Forestry Information and Education

This category is provided to make individual residents, community officials, students, and private vendors more aware of urban forestry and the benefits of trees to humans and communities. Residents and officials need to be better informed and educated about the value of the urban forest to their local communities, and that the benefits of trees far outweigh the potential damage caused by trees. Beyond the benefits of trees, students should know about the potential career opportunities in the green industry.

Local governments, nonprofit organizations, and educational institutions are eligible to purchase or produce information and education materials (leaflets, newsletters, handbooks, videos, etc.) for distribution to the public, or to cost-share seminars and workshops related to urban and community forestry topics. The emphasis here is on providing information to the public, volunteer groups, technicians, tree workers, etc. (i.e., urban and community forestry technology transfer).

Eligible Activities:

a. Educational programs - for the exhibition, purchase, or development of materials for the benefit of public education as described above.
b. Workshops/Training Sessions/Conferences/Seminars - for the support and organization of public programs which achieve the goals of this grant. Costs may cover mailing, audio/visual equipment rental, and related expenses.
c. Public service announcement materials - (PSA development) - for the development of or purchase of public service programs, videos, or slide shows which educate the public. These may include expenditures for film, paper, production costs, equipment rental or other accessories (excluding the purchase of camera or other video equipment).
d. Brochures - for the purchase of existing technical brochures or the design, development, production or mailing of an educational or informational brochure consistent with the goals of this grant program. Those desiring brochures are encouraged to utilize existing brochures, if brochures exist, and apply for funding for the purchase and distribution of brochures.
e. Exhibits - for the purchase of or design, development, and construction of an educational/informational exhibit which promotes the goals of this grant program. All products (brochures, signs, videos, reports, etc.) funded by this grant must display the following statement:

"This publication made possible through a grant from the USDA Forest

f. Workforce Development programs – for the development and instruction of residents and students about green industry careers. These programs should provide participants with hands on experiences and training to prepare them for a career in the green industry. It is encouraged for projects in this category to work with local industry members to connect program participants with green industry jobs.

Category 5: Public Tree Nursery Development

This category is provided for the purchase and installation of plant material and associated supplies to enable local governments or nonprofits to develop small-scale nurseries to develop trees for planting in public areas. Special emphasis should be placed on the growth of a diverse population of species that can then be utilized in planting projects in parks or other public rights-of-way. Additionally, projects that engage the public in caring for the nursery through volunteer efforts or provide workforce development opportunities are strongly encouraged.

Public Tree Nursery Requirements:

1. Projects supported with these funds shall be strictly for the benefit of the public, with any tree grown through this funding required to be planted within publicly accessible areas such as parks or rights-of-way.
2. These funds are not available for the purchase of land in support of the development of nurseries.
3. Nursery projects must submit a list of species they plan to grow, with at least five species native to the region being selected to grow.
4. Funds may be used for the purchase of seed-stock, growing containers, planting media, irrigation supplies, and other supplies necessary to develop a small-scale nursery of this nature, so long as the costs are allowable, reasonable, and necessary as determined by the grant evaluation committee.
5. Trees listed on the Florida Invasive Species Council's MOST RECENT list of Florida's Invasive Species may not be grown as any part of this grant program. The list may be found on the internet at https://floridainvasivespecies.org/
6. Purchase and growing of shrubs and ground covers in conjunction with tree growing may only serve as a matching cost, and as such cannot be reimbursed.
7. Applications **must** include the following information:
    a. A location map of where the nursery will be located.
    b. A minimum of three-color photographs of the nursery site.
    c. A detailed site plan which shows the location of where nursery beds will be developed, along with site constraints that would impact site usability.
    d. A plan for the usage of trees grown through this grant, demonstrating how they will be used on local projects to enhance local public urban tree canopy.

III. Eligibility Information

- Qualified applicants are nonprofit organizations, educational institutions, local governments, state governments, and Native American tribal governments.
- The scope of work must be performed within the State of Florida.
- Grant requests may not exceed $50,000. The minimum amount allowed is $5,000.
- Grants are for projects not currently budgeted and may not be used to replace existing commitments.
- A resolution or letter approving the proposal and authorizing the applicant to execute agreements and documents with the grant request must be submitted as part of the proposal.
- Expenses associated with travel and per diem are not eligible.
- Expenses associated with invasive species removal are not eligible but may be used as match.
- Maintenance costs incurred after certification by the Florida Forest Service are ineligible for reimbursement.

IV. Key Dates (Eastern Time)

Action Item	Timeframe	Location
Notice of Federal Financial Assistance Funding Opportunity Advertisement	From 9/2/2025-10/20/2025	Posted electronically via FDACS Grant Opportunities
Submission of Questions	From 9/2/2025-10/6/2025	All questions must be submitted electronically to: grants@fdacs.gov
Responses to Questions Posted	From 9/2/2025-10/20/2025	Posted electronically via FDACS Grant Opportunities
Application Submission Deadline	**10/20/2025 at 2:00 PM ET**	2024 Community Forestry Capacity Grants
Evaluation of Applications	From 10/20/2025-12/1/2025	Review and evaluation of applications begin.
Award Notice	Anticipated 12/1/25	Official FDACS letter via USPS
Anticipated Subrecipient Agreement Start and End Date	2/1/2026-2/28/2027	Subrecipient Agreement

V. Submission Dates, Times, and Location (Eastern Time)

The submission deadline is 2:00 P.M. EST, Monday, October 20, 2025.

An applicant is required to submit the original signed application packet.

A complete application packet and any supporting documentation must be uploaded electronically to 2024 Community Forestry Capacity Grants
no later than the submission deadline.

It is advised that applicants do not wait until the final date/time to upload their submission.

It is the applicant's responsibility to ensure its submittal at the proper place and time indicated in the notice of federal financial assistance funding opportunity notice. No extensions. No exceptions.

VI. Statutes and Regulations

The UCF Program is authorized by Section 9, Urban and Community Forestry Assistance, of the Cooperative Forestry Assistance Act of 1978 as amended [16 U.S.C. 2105]. This law authorizes the Secretary of Agriculture "to provide financial, technical, and related assistance to State Foresters or equivalent State officials for the purpose of encouraging States to provide information and technical assistance to units of local government and others that will encourage cooperative efforts to plan urban forestry programs and to plant, protect, maintain, and utilize wood from, trees in open spaces, greenbelts, roadside screens, parks, woodlands, curb areas, and residential developments in urban areas."

VII. Award Information

Total amount of funding anticipated	$670,000
Anticipated number of awards	26
Maximum grant award to a single applicant	$50,000
Minimum grant award to a single applicant	$5,000
Anticipated Period of Performance	2/1/2026-5/1/2027

VIII. Definitions

Applicant: Entity that submits an application for federal financial assistance under this notice of funding opportunity.

Application Packet: Complete written response of the applicant to the notice of federal financial assistance funding opportunity including properly completed forms, supporting documents and attachments.

Business hours: 8 a.m. to 5 p.m. Eastern Time on business days.

Business days: Monday through Friday, excluding weekends, federal and state holidays.

Calendar days: All days, including weekends and holidays.

Commissioner: Commissioner of Agriculture for the State of Florida.

FFS: Florida Forest Service, division of FDACS.

FDACS: Florida Department of Agriculture and Consumer Services, an agency of the State of Florida.

Grant Manager: An FDACS employee responsible for monitoring and managing the subrecipient agreement.

Local Government: county government, municipality (incorporated city, town, or village), school board district or independent special district.

Non-profit Organization: An organization that has filed an application with Florida's Secretary of State for nonprofit corporate status pursuant to Section 617, Florida Statutes, and has been issued a federal employer identification number by the Internal Revenue Service.

Subrecipient Agreement: Formal agreement that will be awarded to the successful applicant under this notice of federal financial assistance funding opportunity.

IX. Cost Sharing (Matching) Requirements

The match requirement for this funding opportunity is 50% (1:1 match). Reimbursement requests must have documentation of the 50% match at the time of submission. Awardees will only be reimbursed up to the amount of match submitted with the request.

Applicants will be required to submit documentation for the cost sharing. A cost share may either be in the form of a cash contribution, donated services, donated equipment, or donated property. Cost sharing used in previous subrecipient awards or in other current subrecipient awards cannot be used for this subrecipient award.

The maximum allowable assessment for in-kind match for general volunteer labor (non-professional) is $34.79 per hour. Salaried or hourly employees working in the same job class may use their current salary and benefit rate for match purposes.

No overhead costs will be paid from grant funds. Overhead costs, up to 5% of the total project cost (match plus award), can be used as part of the local match with documentation.

X. Funding Source and/or Restrictions

FDACS reserves the right to award, or not award, subrecipient agreement(s) based on the availability of federal funds.

FDACS' obligation to pay under this subrecipient agreement is contingent upon funding by the federal agency.

Funding is available for project work initiated and completed during the award period.

Funding is subject to the amount of spending authority allocated by the Florida Legislature.

The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the subrecipient.

XI. Cost of Preparation

FDACS is not liable for any costs incurred by the applicant in response to this notice of federal financial assistance funding opportunity.

XII. Public Records

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a federal financial assistance funding opportunity are public records unless exempt by law. Any applicant claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

XIII. Request Application Packet

The application packet is available online at FDACS Grant Opportunities

If you are unable to download the application packet, submit an e-mail request for the application packet to Grants@fdacs.gov

XIV. General Instructions for Application Packet

Carefully review all materials and prepare responses accordingly.

The application packet must be complete ***and*** provide all required information by the application submission deadline to be considered. *Application packets that fail to provide all required forms and signatures will be considered non-responsive and consequently will be removed from the evaluation process.*

For nonprofit applicants, documentation that verifies the official nonprofit status of an organization in accordance with Chapter 617, Florida Statutes, must be provided with the application.

Please ensure that all attachments reflect the applicant's name and funding opportunity number.

XV. Application Package Components

FDACS forms must be used. Substitute forms will not be reviewed. Do not alter the pages unless the page indicates that it can be modified. Applications that do not include all required pages will be removed from the evaluation process.

A complete application package consists of the following pages:

- *Coversheet /Application for Federal Financial Assistance Subaward*
- *Key Contact Information*
- *Project Narrative*
- *Scope of Work*
- *Budget Plan Narrative*

- *Budget Plan*
- *Key Person/Staff*
- *Performance Site/Locations*
- *Evidence of an active Unique Entity ID from the System of Award Management (SAM.gov)*
- *Assurances Subrecipient Award*
- *Certification Regarding Lobbying*
- *Certification Regarding Debarments, Suspension, Ineligibility*
- *Certification Statement*

XVI. Clarifications/Revisions

Before award, FDACS reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all applicants deemed eligible for the subrecipient agreement. Failure to timely provide requested information may result in rejection of the application.

XVII. Rejection of Applications

FDACS reserves the right to reject any and all applications or waive any minor irregularities when to do so would be in the best interest of the State of Florida; and to reject an applicant whom FDACS determines is not in a position to perform the scope of work. Minor irregularities are those which will not have a significant or adverse effect on overall completion or performance.

XVIII. System for Award Management (SAM) Registration

The applicant must have an active Unique Entity ID (UEI) in the U.S. General Services Administration (GSA), System of Award Management (SAM) by the submission deadline. The applicant is required to maintain an active UEI for the duration of the award.

Applicants who have an active exclusion with Sam.gov may not be eligible for an award.

Applicants must provide documented proof of the active UEI registration from Sam.Gov with expiration date clearly visible in the application package.

Information on registering with the GSA / SAM is available at https://sam.gov/entity-registration.

XIX. Late Applications

Applications, hard copy or digital, received by FDACS after the application submission deadline will be rejected as untimely.

XX. Evaluation Criteria

An initial review of all applications will be completed and applications failing to submit all required information will be removed from consideration.

All eligible applications will be evaluated and scored based on the criteria listed below.

a. Demonstrated Need - 20 Points Maximum

The highest score will be awarded to applications that demonstrate an economic need for cost-share dollars such as small rural communities or underserved neighborhoods in larger cities or fiscally distressed communities. Demonstrating the need for assistance in communities is the responsibility of applicants through their project narrative and scope of work.

b. Well-Defined Goals and Objectives - 20 Points Maximum
The highest score will be awarded to applications clearly stating goals and objectives that will expand/complement existing UCF efforts, as defined above under Urban Forestry Program Development.

c. Technical Correctness – 20 Points Maximum.
The highest score will be awarded to applications that include competent project supervision, adherence to tree planting and other practice specifications and knowledge of how to implement the practice they are proposing.

d. Cost Effectiveness - 20 Points Maximum
The highest score will be awarded to applications that will clearly maximize results with the efficient use of grant dollars; clearly describe how funds will be expended; and adhere to the cost parameters listed in this RFA. Including written estimates that will enhance this criterion.

e. Promotional Value - 10 Points Maximum
The highest score will be awarded to applications that have the high potential for positive public relations, where the applicant indicates a strategy for publicizing the project.

f. Completeness of Application - 10 Points Maximum
The highest score will be awarded to applications that are complete, include all required attachments, and provide a detailed explanation in the project narrative

The scores for each factor will be added to obtain a total score for each application. Funding will be awarded to applications according to the average total score received. FDACS reserves the right to recommend partial funding of applications.

XXI. Evaluator(s)

FDACS' evaluator(s) will consist of five (5) individuals who FDACS will determine to have experience and knowledge in the program areas. The evaluator(s) will conduct a fair, impartial, and comprehensive evaluation of applications received in response to this notice of federal financial assistance funding opportunity. The evaluator(s) could be municipal/county arborists or county foresters, non-profit organization representatives, city municipal staff (Parks and Recreation, etc.) and FFS personnel.

XXII. Anticipated Announcement and Award Dates

The evaluation and selection process are expected to be no longer than 90 days after the submission deadline. FDACS will formally notify successful and unsuccessful applicants.

XXIII. Award Notice

Upon completion of FDACS' evaluation of applications, all applicants will be notified regarding their status.

FDACS reserves the right to negotiate and/or adjust the final award amount and scope of work prior to award.

The successful applicant(s) will have thirty (30) days to fully execute the FDACS Subrecipient Agreement. Failure by the subrecipient to sign and return the Subrecipient Agreement, within 30 days upon receipt of the agreement, shall constitute forfeiture of the award.

Although it is the intent of FDACS to expedite the subrecipient grant award process as much as possible, applicants should be aware that execution of a Subrecipient Agreement could be delayed for some time until federal funding is received. Projects should be scheduled accordingly. No costs to be charged against the subrecipient award or counted as match can be incurred before the Subrecipient Agreement is executed.

THIS IS NOT A COMPETITIVE SOLICITATION SUBJECT TO THE NOTICE OR CHALLENGE PROVISIONS OF SECTION 120.57(1) AND 120.57(3), FLORIDA STATUTES.

XXIV. Programmatic, Administrative and National Policy Requirements

The applicant shall be in compliance with all laws, rules, and regulations applicable to the federal funds provided by the federal financial assistance funding opportunity.

The applicant shall maintain an accounting system and a set of accounting records which allow for the identification of revenues and expenditures related to this funding opportunity.

XXV. Acknowledgment of Funding

The subrecipient shall have an acknowledgement of the USDA Forest Service and FDACS Florida Forest Service support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

XXVI. Performance Report

The applicant will submit a performance report as required using the format and content shown on the FDACS form downloadable at http://forms.fdacs.gov/02018.pdf

XXVII. Reimbursement Requests

All reimbursement requests must be submitted using FDACS' standard payment request packet, unless otherwise noted in the special conditions of the subrecipient agreement and provide supporting documentation for each cost. The subrecipient shall submit the payment request packet to the recipient's grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan submitted with applicant's application. The payment request packet is downloadable at http://forms.fdacs.gov/02019.pdf

The FDACS agreement with the federal agency is a cost reimbursement format; therefore, no advance payments will be provided.

Any work performed on the project and/or any expenditure made prior to a fully executed subrecipient agreement and written authorization from FDACS is ineligible for reimbursement.

XXVIII. Disclaimer

The receipt of applications in response to the notice of federal financial assistance funding opportunity does not imply or guarantee that any one or all qualified applicants will result in a subrecipient agreement with FDACS.

XXIX. Questions

Applicants shall direct all questions regarding this notice of federal financial assistance funding opportunity notice to the purchasing office at Grants@fdacs.gov. No questions shall be directed to the program manager, and the program manager shall not respond to any questions pertaining to this grant program while the application window is open. All questions submitted shall be published and answered in a manner that all applicants will be able to view. Each applicant is responsible for monitoring the FDACS Grant Opportunities webpage for updates and notifications regarding this notice of federal financial assistance funding opportunity.

The Florida Department of Agriculture and Consumer Services offers its programs to all eligible persons regardless of race, color, national origin, religion, gender, age, disability, marital or veteran status, or any other legally protected status.

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE SUBAWARD

2 CFR 200

Instructions for Application Packet
*Each field of the application must be completed.
*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Amount of funds requested for this project - List the total amount of funds required to complete the scope of work.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.
4. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
5. Subrecipient Registered in SAM - All applicants must be registered in the System of Award Management (SAM) to obtain federal financial assistance. Individuals are not required to register in SAM.
6. Street Address - Record the street address as recognized by the U.S. Postal Service. Do not record a P.O. Box.
7. City - Record the city.
8. State - Record the state.
9. Zip Code plus 4 - Record the nine-digit U.S. Postal Code.
10. Mailing address (if different from above) - Record a different mailing address.
11. Phone Number - Record a 10-digit (xxx-xxx-xxxx) daytime phone number.
12. Fax Number - Record a 10-digit (xxx-xxx-xxxx) fax number.
13. Is the subrecipient delinquent on any federal debt? Record yes or no. The question applies to the applicant. Categories of federal debt include, but are not limited to, delinquent loans, tax, and audit disallowances. If yes, provide an explanation.
14. Cost Sharing (Match) if applicable - Record the value of cost share to be provided.
15. Congressional District - Record the applicant's congressional district.
16. Name and contact information for matters involving this application.
17. Subrecipient Type - Circle the type of subrecipient.
18. Descriptive title of Subrecipient Project - Record a brief descriptive title of the project.
19. Funding Period - Enter the dates, within the award period, as to when the project will begin and finish.
20. Location of Proposed Program/Project - Record the physical address of where the scope of work will be completed.
21. Total # of full-time employees - Record the number of full-time employees. A full-time employee works 40 hours per week.
22. Total # of part-time employees - Record the number of part-time employees. A part-time employee works less than 40 hours per week.
23. Is your organization a 501(c)(3) tax exempt organization? Record yes or no.
24. Has your organization previously received federal financial assistance from FDACS? Record yes or no. Please answer yes if the funding has been received within the last three years.
25. The application must be signed and dated by an authorized representative of the applicant organization.

Florida Department of Agriculture and Consumer Services
Division of Administration

APPLICATION FOR FEDERAL FINANCIAL ASSISTANCE SUBAWARD

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:			**2. Amount of funds requested for this project:**
3. Subrecipient Legal Name:			
4. Subrecipient FEIN:			**6. Subrecipient Registered in SAM:**
7. Street Address:			
8. City:	**9: State:**		**10. Zip Code plus 4:**
11. Mailing Address (if different from above):			
12. Phone Number:		**13. Fax Number:**	
14. Is the subrecipient delinquent on any federal debt?		**15. Cost Sharing (Match):**	**16. Congressional District:**
17. Name and contact information of person to be contacted on matters involving this application: **Name:** **Phone Number:**		**Email:**	
18. Subrecipient Type: (Check One) Indian Tribal Government, Individual, Local Government, Institution of Higher Education, Non-Profit Organization, State Government, Other			
19. Descriptive Title of Subrecipient Project:			
20. Funding Period	**Start Date:**		**End Date:**
21. Location of Proposed Program/Project:			
22. Total # of full-time employees:		**23. Total # of part-time employees:**	
24. Is your organization a 501(c)(3) tax exempt organization?			
25. Has your organization previously received federal financial assistance from FDACS?			
26. By signing this application, I certify that the statements herein are true, complete, and accurate to the best of my knowledge. I have also provided the required attachments and assurances. I agree to comply with all terms and conditions if I accept an award.			
Authorized Representative Name:		**Title:**	
Phone Number:		**Email Address:**	
Signature of Authorized Representative:			**Date Signed:**

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KEY CONTACT INFORMATION

2 CFR 200

Instructions for Application Packet - Key Contact Form

*Each field of the key contact form must be completed.
*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.
4. Contact Project Role: Authorized Representative - Record requested information.
5. Contact Project Role: Grant Manager - Record requested information.
6. Contact Project Role: Fiscal Contact - Record requested information.
7. Contact Project Role: Principal Investigator - Record requested information.

Florida Department of Agriculture and Consumer Services
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KEY CONTACT FORM

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:		**Subrecipient FEIN:**
Subrecipient Legal Name:		
Contact Project Role: Authorized Representative		
Name:		
Title:	**Phone Number:**	**Fax Number:**
Street Address:		
City:	**State:**	**Zip Code plus 4:**
Mailing Address (If different from above):		
Contact Project Role: Grant Manager		
Name:		
Title:	**Phone Number:**	**Fax Number:**
Street Address:		
City:	**State:**	**Zip Code plus 4:**
Mailing Address (If different from above):		
Contact Project Role: Fiscal Contact		
Name:		
Title:	**Phone Number:**	**Fax Number:**
Street Address:		
City:	**State:**	**Zip Code plus 4:**
Mailing Address (If different from above):		
Contact Project Role: Principal Investigator		
Name:		
Title:	**Phone Number:**	**Fax Number:**
Street Address:		
City:	**State:**	**Zip Code plus 4:**
Mailing Address (If different from above):		

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PROJECT NARRATIVE

2 CFR 200

Instructions for Application Packet - Project Narrative

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Amount of funds requested for this project - List the total amount of funds required to complete the scope of work.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.
4. The header section of each page of the project narrative must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The project narrative must not exceed two (2) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. The project narrative must include, but is not limited to:
   - A statement of need for the federal financial assistance and how the project will address the need.
   - A description of the expected project outcomes. The measurable objectives and specific targets of the expected project outcomes should be specified.
   - A plan of action to achieve the projected outcomes and how the plan of action will be accomplished.
   - A timeline of activities or implementation schedule.
   - Collaboration details, if any.
   - Information on key personnel including their background and experience with the project objectives. An indication of the amount of effort the key personnel will provide to the project.
   - Precise location of the project or the area to be served/benefited by the project.
   - A statement of whether this project relates to any other project, current or anticipated.

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PROJECT NARRATIVE

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1. Federal Financial Assistance Funding Opportunity Number:	2. Amount of funds requested for this project:
3. Subrecipient Legal Name:	
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.	
Project Narrative:	

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SCOPE OF WORK

2 CFR 200

Instructions for Application Packet - Scope of Work

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. **Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.**
4. The header section of each page of the scope of work must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The scope of work must not exceed two (2) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. The scope of work must include, but is not limited to:
   - Describe in detail the activity or work to be conducted. Include project location information.
   - Describe specific project objectives, tasks, and deliverables and related timelines for each. Include who will perform the tasks.
   - Objectives and tasks should relate to the project narrative.
   - Discuss how the scope of work is feasible and can be completed within the award period.
   - Provide quantifiable, measurable and verifiable units of deliverables.
   - Deliverables must be directly related to the scope of work.

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SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:	2. Subrecipient FEIN:
3. Subrecipient Legal Name:	

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures

Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures

Describe in detail the activity or work to be conducted.

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BUDGET PLAN NARRATIVE

2 CFR 200

Instructions for Application Packet - Budget Plan Narrative

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM. **Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information**.
4. The header section of each page of the budget plan narrative must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The budget plan narrative must not exceed two (2) 8 ½" by 11" single sided pages. Additional pages beyond the page limitation will not be considered.
6. Describe line items for each applicable budget category shown on the budget plan. Provide sufficient detail to clearly indicate the estimated funding amounts for each project task contained in the scope of work.
7. Project costs will be evaluated for reasonableness and necessity. Any travel costs must be in compliance with the State of Florida travel rules.
8. Indirect costs are at the rate approved by the applicant's cognizant agency. A copy of the approved rate must be attached to the application. If the applicant has never received a negotiated indirect cost, provide a statement indicating the applicant is electing to charge a de minimis rate of 10% of modified total direct costs.

Florida Department of Agriculture and Consumer Services
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BUDGET PLAN NARRATIVE

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:	2. Subrecipient FEIN:
3. Subrecipient Legal Name:	

Direct Costs		
Personnel Costs		Provide job titles, rate of pay (hourly/salary) and percentage of time to spend on project (FTE) or hours per week. The total for all personnel costs must match to the budget plan.
	Example	To achieve the objective of monitoring ponds within Liberty County will require 10 inspectors working 20 hours per week for 4 weeks at an hourly rate of $25.50. Total cost is $20,400.
	Example	To achieve the objective of testing water samples from ponds within Liberty County will require 1 chemist. The chemist will work 20% of their time on the project for one year. The annual salary is $60,000. Total cost is $12,000.
Fringe Benefits		Employer costs for social security taxes, workers compensation, health insurance, life insurance and retirement. A percentage may be used when calculating an amount for the budget plan. Only the actual cost of each fringe benefit is chargeable to the award.
Travel (if authorized)		Provide a description of travel purpose, destination of each trip, number of travelers, timeline, and relationship to the project objectives.
Equipment (if authorized)		Provide a description of the equipment to be purchased and the task on which the equipment will be used.
Supplies		Provide a description of the consumable materials to be acquired for each specific deliverable(s).
Contractual (if authorized)		Provide an explanation as to the need to hire a third party to complete the work. Provide the rate, number of staff, and task to be completed.
Other Expenses		Direct costs, which do not fit any of the other categories. Provide a description, amount, and relationship to a deliverable.
Indirect Costs		
Indirect Charges		Provide an approved indirect cost rate or a statement indicating the entity has never received a negotiated indirect cost rate and elect to charge a de minimis rate of 10% of modified total direct costs.

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Division of Administration

BUDGET PLAN

2 CFR 200

Instructions for Application Packet - Budget Plan

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

The header section of the budget plan must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.

The applicant shall submit a budget plan for its projected costs to implement the scope of work submitted with the application. The budget plan shall provide the estimated costs by category in order to carry out the scope of work.

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BUDGET PLAN

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:	2. Subrecipient FEIN:
3. Subrecipient Legal Name:	

Category	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Estimated Budget	*Grant Dollars	*Match Dollars
Personnel							
Fringe Benefits							
Travel (if authorized)							
Equipment (if authorized							
Supplies							
Contractual (if authorized)							
Other Expenses							
Total Direct Charges							
Indirect Charges							
Total Amount							

*** Note: For the grant dollars and match dollars columns of your budget plan, indicate total grant and total match dollars for each category.**

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY PERSON / STAFF

2 CFR 200

Instructions for Application Packet - Key Person / Staff

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

The header section of the key person/staff must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.

Each application must include descriptions of key personnel and their qualifications to meet the requirements of the notice of funding opportunity. An individual form will be completed for each key person/staff member. Include an estimate of the number or hours or percentage of time devoted to the project.

Key personnel are individuals who contribute in a substantive and meaningful way to the execution or development of the project. Reimbursement of salary costs are not required for an individual to be considered key personnel. Consultants or contract employees may be included if they meet the definition.

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY PERSON / STAFF

2 CFR 200

An individual form must be completed for each key person/staff member. Include an estimate of the number of hours or percentage of time devoted to the project.		
1. Federal Financial Assistance Funding Opportunity Number:	**2. Subrecipient FEIN:**	
3. Subrecipient Legal Name:		
Person Name:	**Title:**	**Hours of % of time devoted to the project:**
Phone Number:	**Email Address:**	
Qualifications:		

Florida Department of Agriculture and Consumer Services
Division of Administration

PERFORMANCE SITE / LOCATIONS

2 CFR 200

Instructions for Application Packet - Performance Site / Locations

*If a field does not apply, indicate N/A in the field.

1. Federal Financial Assistance Funding Opportunity Number - Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN - Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name - Record the legal name of applicant that will undertake the scope of work. The name must match the name listed in SAM.

Each application must include a list of site(s)/locations(s) where the work will be performed.

The reimbursement of facilities cost will only be allowable for site(s)/location(s) listed on the form. The allocation of facilities cost must be based upon the square footage used by the project activities.

Florida Department of Agriculture and Consumer Services
Division of Administration

PERFORMANCE SITE / LOCATIONS

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number:		**2. Subrecipient FEIN:**	
3. Subrecipient Legal Name:			
I am submitting an application as an individual, and not on behalf of a company, state, local, or tribal government, academia, or other type of organization.			Check Box ☐
Project/Performance Site Primary Location			
Street Address:			
City:		**State:**	**Zip Code plus 4:**
Mailing Address (If different from above):			
Phone Number:	**Fax Number:**	**County:**	**Project/Performance Site Congressional District:**
Project/Performance Site Location 1			
Street Address:			
City:		**State:**	**Zip Code plus 4:**
Mailing Address (If different from above):			
Phone Number:	**Fax Number:**	**County:**	**Project/Performance Site Congressional District:**
Project/Performance Site Location 2			
Street Address:			
City:		**State:**	**Zip Code plus 4:**
Mailing Address (If different from above):			
Phone Number:	**Fax Number:**	**County:**	**Project/Performance Site Congressional District:**
Project/Performance Site Location 3			
Street Address:			

City:		State:	Zip Code plus 4:
Mailing Address (If different from above):			
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:
Project/Performance Site Location 4			
Street Address:			
City:		State:	Zip Code plus 4:
Mailing Address (If different from above):			
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:
Project/Performance Site Location 5			
Street Address:			
City:		State:	Zip Code plus 4:
Mailing Address (If different from above):			
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:
Project/Performance Site Location 6			
Street Address:			
City:		State:	Zip Code plus 4:
Mailing Address (If different from above):			
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:
Project/Performance Site Location 7			
Street Address:			
City:		State:	Zip Code plus 4:
Mailing Address (If different from above):			
Phone Number:	Fax Number:	County:	Project/Performance Site Congressional District:

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL ASSURANCE FOR FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AWARD

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:
Subrecipient Legal Name:
Subrecipient FEIN:
As the duly authorized representative of the Subrecipient, I certify that to the extent applicable, the Subrecipient:
1. Has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the Recipient, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the subrecipient award; and will establish a proper accounting system in accordance with generally accepted accounting principles or Recipient directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frames after receipt of approval of the Recipient.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR, Part 200 Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, Subpart F Audit Requirements.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) Procuring a commercial sex act during the period of time that the award is in effect or, (3) Using forced labor in the performance of the award or subawards under the award.
20. Will comply with and enforce the requirements for a drug-free workplace as mandated in 2 CFR Part 421, “Requirements for Drug-Free Workplace”.
21. Will comply with 2 CFR 417, Subpart C to ensure that any vendor or subcontractor that carries out the provisions of this agreement are not debarred or suspended.
22. Will comply with the Executive Order 13513 entitled “Federal Leadership on Reducing Text Messaging While Driving” by prohibiting employees, contractors, and subcontractors from texting while driving on official business and or in federally owned, rented or leased vehicles or privately owned vehicles when on official government business or when performing any work for or on behalf of or in cooperation with the federal government.

Authorized Representative Name:	**Title:**
Signature of Authorized Representative:	**Date Signed:**
Application Organization:	

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING LOBBYING

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:
Subrecipient Legal Name:
Subrecipient FEIN:
The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure.

Authorized Representative Name:	**Title:**
Signature of Authorized Representative:	**Date Signed:**
Application Organization:	

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILTY AND VOLUNTARY EXCLUSION - LOWER TIER FEDERALLY FUNDED TRANSACTIONS

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:
Subrecipient Legal Name:
Subrecipient FEIN:
This certification is pursuant to Executive Order 12549, Debarment and Suspension and implemented at 2 CFR parts 180 and 1880.
Instructions for Certification
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certifications set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification. In addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 8. List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transactions, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
Certification
1. The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals;
a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower tier participant shall attach an explanation to this proposal.

Authorized Representative Name:	**Title:**
Signature of Authorized Representative:	**Date Signed:**
Application Organization:	

Florida Department of Agriculture and Consumer Services
Division of Administration

CERTIFICATION STATEMENT

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:	
Subrecipient Legal Name:	
Subrecipient FEIN:	
By signing this page, the undersigned certifies that:	
A. This application is in all respects fair and submitted in good faith, without collusion or fraud;	
B. If selected through this application process, the subrecipient will work in good faith and in partnership with the Florida Department of Agriculture and Consumer Services to manage its subrecipient agreement in a timely and accurate manner;	
C. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;	
D. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;	
E. No federal funds will be used as match for funds awarded as a result of this application process.	
F. The undersigned has full authority to bind the applicant.	
Authorized Representative Name:	**Title:**
Signature of Authorized Representative:	**Date Signed:**
Application Organization:	

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Commission Meeting Minutes.

Requested Action: Approve minutes from the August 19, 2025, September 2, 2025, and September 8, 2025 City Commission Meetings and First Budget Hearing.

Explanation of Request: The City Commission met on August 19, 2025, September 2, 2025, and September 8, 2025 and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved, and maintained in the records of the City of Boynton Beach.

How will this affect city programs or services? A record of the actions taken by the City Commission will be maintained as a permanent record.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget from this item.

Attachments:
August 19, 2025 City Commission Minutes.docx
September 2, 2025 City Commission Minutes.docx
September 8, 2025 City Commission Budget Hearing Minutes.docx

City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, August 19, 2025, at 6:00 P.M.

Present:

Mayor Rebecca Shelton
Vice Mayor Woodrow L. Hay
Commissioner Angela Cruz
Commissioner Thomas Turkin
Commissioner Aimee Kelley

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Tammy Stanzione, Deputy City Clerk

1. Agenda Items

A. Call to Order

Mayor Shelton called the meeting to order at 6:02 P.M.

Roll Call

Deputy City Clerk Tammy Stanzione called the roll.

Invocation by Pastor Shaun Blakeney, My Anchor Church

The invocation was given by Pastor Blakeney.

Pledge of Allegiance to the Flag led by Commissioner Aimee Kelley.

The Pledge of Allegiance was led by Commissioner Kelley.

Agenda Approval:

1. Additions, Deletions, Corrections

Vice Mayor Hay requested to allocate $1,000 from his discretionary funds to the Boynton Beach High School football team. It would be added as Item 5B.

Commissioner Cruz confirmed that her previously requested item about Gulf View Harbor was added to the Future Agenda.

Commissioner Kelley expressed concern about moving forward with Item 10C without further discussion. She noted that the Board had given specific direction on this matter, approximately six months ago, and emphasized the need to review prior minutes and staff input before taking action. She reiterated her discomfort with proceeding at this time and suggested the item be tabled or removed.

There was consensus from the Commission, with comments indicating that tabling the item was the preferred option, further review and discussion.

2. Adoption

Motion:
Commissioner Kelley moved to approve the agenda, as amended. Vice Mayor Hay seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

Commissioner Turkin reported on the Florida League of Cities Conference and noted that the DOGE seminar outlined State initiatives, focused on efficiency, taxpayer value, and repealing outdated ordinances. He stated that Boynton Beach could be a leader in adopting best practices and maximizing return on investment.

City Manager Dugger confirmed that staff had already fulfilled the DOGE audit request within a week and a half and would continue to provide any data needed.

Commissioner Turkin welcomed the collaboration and said that it would help the City operate more efficiently and return value to taxpayers.

Commissioner Kelley reported on attending the Florida League of Cities Conference. She noted that while the e-bike and scooter workshop was derailed, the Legislative update was valuable. She emphasized that FLC's top priority remains protecting Home Rule, which has been challenged by Live Local, and highlighted their work on infrastructure and advocacy to preserve municipal authority for residents.

Vice Mayor Hay added that the conference provided useful insight from other cities, encouraged future attendance, and noted from a recent tour that the City's water plants are functioning well, but require investment to address aging infrastructure.

Commissioner Cruz reported that she attended the Florida League of Cities conference, where discussions focused on infrastructure, technology to streamline permitting, and reducing red tape to support new businesses, and economic development. She noted that valuable ideas were shared by other cities that could be applied in Boynton Beach and added that her tour of the water plant showed that while investments had been made, there was a need for continued proactive improvements.

3. Announcements, Community and Special Events and Presentations

There were none.

4. Public Audience

Mack McCray stated that it was good to see former representatives present and noted the dais seating was too close together. He appreciated that Commissioners attended conferences and brought back knowledge for residents. He cautioned that while DOGE only provided recommendations, the State could withhold funds, urging the Commission to proceed with care.

Edward Nesbitt stated that cut-through traffic had been a long-standing issue in the community. He explained that in November 2024 he received a petition from the City to evaluate the problem, but after following up four months later, he was told the matter was still under review. He noted that after eight months, even the property manager had called without receiving a response, and he asked what steps he could take next.

Mayor Shelton asked staff to connect with Mr. Nesbitt.

Susan Oyer opposed AI due to job loss and environmental impacts, noted the Boynton Forest study had not been released, and urged removal of the Tri-Rail Coastal Link station from City plans, stressing that Boynton Beach was never selected and funding was unrealistic. She recommended that the City focus on acquiring land to control development and limit high-rises.

Mark Stevenson expressed concern that dogs are not allowed on the City's beach and said that he spends money elsewhere in cities with dog-friendly beaches. He criticized the beach's poor condition and lack of maintenance and stated that Boynton Beach should have a stronger beach presence. He also commended Public Works for promptly repairing a major water main break in his neighborhood.

Dominic Masala raised concerns that speeding continued on First Court between Gateway Boulevard and 26th Avenue. He noted that while speed bumps were installed in June and helped slow some cars, drivers were now cutting through parking lots to avoid them, creating a greater safety risk for pedestrians. He suggested that sidewalks be added to protect residents, many of whom are seniors using walkers or wheelchairs, from having to walk in the street. He emphasized that the community takes pride in maintaining its property but requested that the City consider lowering the speed bumps or implementing other solutions to improve safety.

Kimberly Chase stated that short-term rental noise has continued to cause problems in her neighborhood, despite some improvements after past discussions with City staff. She emphasized that Boynton Beach needs more trauma-informed care and crisis intervention training for Police and City employees, noting that not all interactions have been handled with dignity and compassion. She pointed out that the victim services sign at the Police Station directs residents to Delray Beach. She urged the City to consider better access to resources such as the 988-crisis hotline, NAMI, and 211, which provide immediate and confidential support for individuals and families facing emergencies.

Jim Czizik, Chair of the Senior Advisory Board, spoke about the upcoming Senior Prom on September 12 at the Women's Club, intended to unite 150–200 seniors from all four districts. He noted strong turnout from District One but limited response from others, and asked the City Commission to help promote the event. He emphasized its importance in bringing the community together and suggested offering free tickets if needed to boost participation.

Barbara Reedy raised concerns about two Consent Agenda items: item 6B, she supported the pilot program to help Police address mental health issues, but stressed that the entire Police force should receive thorough training; item 7B, regarding the wedding planning organization using the Women's Club, she supported the idea but cautioned that it should not be an exclusive contract limiting other options. She also questioned what the City's share of revenue would be and expressed concern that the arrangement could privatize a public facility without ensuring that the City benefits fairly.

Mayor Shelton turned to virtual comments, and there were none. She closed Public Comment.

5. Administrative

A. Advisory Board Appointments.- Tabled at the July 15, 2025 Meeting and August 5, 2025 Meeting.

Motion:

Vice Mayor Hay moved to remove Item 5A from the table. Commissioner Turkin seconded the motion. The motion passed unanimously.

Commissioner Cruz stated that another application had been submitted prior to the meeting, but too soon to appear on the agenda, and requested to review that application before making an appointment.

Motion:

Commissioner Turkin moved to table the item. Commissioner Cruz seconded the motion. The motion passed unanimously.

B. Community Support Funds- Vice Mayor Hay

Deputy City Clerk Stanzione confirmed that Vice Mayor Hay requested to allocate $1,000 to the Boynton Beach High School football team.

Motion:
Commissioner Turkin moved to approve. Commissioner Kelley seconded the motion. The motion passed unanimously.

6. Consent Agenda

A. Proposed Resolution No. R25-215- Approving the Work Experience Program and approving a standard template Agreement between the City and Palm Beach School for Autism, Inc.

B. Proposed Resolution No. R25-216- Approve the Memorandum of Understanding (MOU) between the City of Boynton Beach and the Health Care District of Palm Beach County establishing a pilot program to assist law enforcement in effectively responding to and linking residents to appropriate behavioral health or substance abuse services.

C. Proposed Resolution No. R25-217- Approve an increase in the annual expenditure to Alpha1 Staffing/Search Firm, LLC by correcting a scrivener's error in Resolution No. 25- 011, approved on January 7, 2025, to reflect an annual expenditure of $260,000, not $120,000 as originally stated.

D. Proposed Resolution No. R25-218- Approve sports provider facility use agreement between City of Boynton Beach and East Boynton Blaze Baseball Inc. for the use of Galaxy Park located at 301 Galaxy Way, Boynton Beach, FL 33435, and authorizing the Mayor to execute the agreement.

E. FY 24-25 Third Quarter Schoolhouse Children's Museum Report to Commission.

F. Commission Meeting Minutes.

Motion:

Commissioner Turkin moved to approve the consent agenda. Vice Mayor Hay seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases over $100,000

A. Proposed Resolution No. R25-219- Approving a three-year agreement with CivicPlus for website and Municode hosting, maintenance, and support service not exceeding $50,000 annually for a total expenditure not exceeding $150,000 over the contract term.

B. Proposed Resolution No. R25-220- Approve an agreement between the City of Boynton Beach and The Knot Worldwide, Inc. a global premiere company that provides products and services for couples who are planning weddings and other life milestones.

C. Proposed Resolution No. R25-221- Awarding Request for Qualifications No. UTL25- 018Q for Chapel Hill Drainage Improvements- Engineering and Design Services to Baxter & Woodman, Inc., approving an Agreement between the City and Baxter & Woodman, Inc. in an amount not to exceed $1,490,827, and approving a budget transfer to allocate sufficient funding for the project.

D. Proposed Resolution No. R25-222- Approving a Piggyback Agreement with Trane U.S. Inc. for the replacement of (2) DX Packaged AC Units located in the adjacent mechanical housing building at the West Water Treatment Plant and a 20-ton split system at the Utilities Administration Building, for an estimated expenditure of $391,126.72 plus a 10% contingency, for a total expenditure not to exceed $430,239.39.

E. Proposed Resolution No. R25-223- Approving a piggyback agreement with Pantropic Power, Inc., an authorized Caterpillar, Inc. dealer, utilizing Sourcewell contract 040924- CAT Contract for East Water Treatment Plant Rental Generator for a not-to-exceed amount of $136,871.60 annually.

F. Proposed Resolution No. R25-224- Approve a Piggyback Agreement between the City of Boynton Beach and Advanced Roofing, Inc. utilizing Equalis Group Bid No. RFP-R10- 1166 for reroofing and installation services for the re-roofing of the Public Works Auxiliary Building in the amount of $212,094.55, plus a 10% contingency of $21,209.45, not to exceed $233,304.

G. Proposed Resolution No. R25-225- Approve increasing the annual expenditure on the Purchase Order with Amazon Business for the purchase of supplies on an as-needed basis from $300,000 to an amount not to exceed $450,000.

H. Proposed Resolution No. R25-226- Approve an Agreement with Waste Management Inc. of Florida for Recycling Materials, with an Annual Expenditure not to exceed $490,000.

Motion:
Commissioner Turkin moved to approve Consent Bids and Purchases over $100,000. Commissioner Kelley seconded the motion. The motion passed unanimously.

8. Public Hearing

A. Proposed Ordinance No. 25-006- Second Reading, An Ordinance of the City Commission of the City Of Boynton Beach, Florida, Amending Part II, Chapter 27, Article I, Section 27-2 "Board or Committee Member Selection; Organization; Qualifications; Term," establishing limited authority to waive certain appointment requirements; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

Deputy City Clerk Stanzione read the ordinance title into the record.

City Attorney Lamb noted that there have been no changes since first reading.

Mayor Shelton opened to public comment.

David Katz stated that the proposed ordinance was unnecessary and the result of past Commission actions. He argued that term limits for Board Members were unreasonable, noting that volunteers willing to serve long-term should not be removed, as this eliminated valuable institutional knowledge. He added that requiring Commission approval of Board Chairs and Vice Chairs was unnecessary, since Board Members knew their peers best and Commission Members rarely attended those meetings. He further emphasized that only City residents should serve on boards, not individuals from outside Boynton Beach.

Susan Oyer of Boynton Beach stated that Board Members should be allowed to serve on multiple boards as a rule, not just at the discretion of others, since the City often struggled to recruit volunteers. She supported eliminating term limits, agreeing with David Katz that institutional knowledge from long-serving members such as Betty Rowe was invaluable. She emphasized that City boards were volunteer positions, not political roles, and that

experienced residents who regularly participated in City affairs should be encouraged to serve without restriction.

Mayor Shelton closed Public Comment.

Vice Mayor Hay stated that the City had long struggled to fill board vacancies and that those willing to serve should be allowed to continue if no replacements were available. He agreed that term limits were necessary for Commissioners but not for volunteer board members. He added that business owners in Boynton Beach should have a voice on committees, while those with no real ties to the City, such as residents of other municipalities, should not serve.

City Attorney Lamb explained that the ordinance provided a waiver option, allowing the Commission to extend term limits without removing them entirely. She noted that some boards might benefit from term limits while others may not, and the waiver would give flexibility. She added that when applicants came before the Commission, it would be appropriate to consider factors such as residency, business ownership, and significant contacts within the City.

Motion:
Commissioner Turkin moved to approve Ordinance No. 25-006 on Second Reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

B. Proposed Ordinance No. 25-011- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Chapter 2, Article III "Elections" of the City Code Ordinances, to re-title Section 2-42 to read "Candidate Requirements and Qualifications, Official Ballot, and Filing Fees" establishing qualifying requirements, modifying the number of petitions required to run for office, and the amount of the Campaign Filing Fee; and creating Section 2-48 entitled "Campaign Signs- Bonds, Penalties, and Financial Responsibility;" providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

Deputy City Clerk Stanzione read the ordinance title into the record.

City Attorney Lamb noted that there have been no changes since first reading.

Mayor Shelton opened public comment.

Mack McCray expressed appreciation that qualifying requirements had been included,

noting that the change was long overdue.

Mayor Shelton closed public comment.

Motion:
Commissioner Kelley moved to approve Ordinance No. 25-011 on Second Reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

9. City Manager's Report

There was no City Manager's Report.

10. Regular Agenda

A. Proposed Ordinance No. 25-012- First Reading, An Ordinance of the City of Boynton Beach, Florida, repealing Section 16-44 of the City Code of Ordinances Entitled "Gambling"; providing for codification; conflicts; severability; and an effective date. Proposed Ordinance No. 25-014- First Reading, An Ordinance of the City of Boynton Beach, Florida, repealing Article XII, Section 15-128 through 15-133 of Chapter 15 of the City Code of Ordinances, which established and revised the prohibition of loitering in the City of Boynton Beach; providing for codification; conflicts; severability; and an effective date.

Deputy City Clerk Stanzione read the ordinance titles into the record.

City Attorney Lamb explained that the City Attorney's Office had been reviewing ordinances over the past year and a half and repealing those that were redundant. The ordinance under consideration was preempted by State Statute regarding gambling, and the repeal was part of the ongoing effort to clean up and streamline the City's code.

Motion:
Commissioner Kelley moved to approve Proposed Ordinance No. 25-012 on First Reading. Vice Mayor Hay seconded the motion. The motion passed unanimously.

Motion:
Commissioner Cruz moved to approve Proposed Ordinance No. 25-014 on First Reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

B. Proposed Ordinance No. 25-015- First Reading, An ordinance of the City of Boynton Beach, Florida amending Chapter 10, Article III, entitled "Abandoned Property" by repealing Article III in its entirety and replacing it with a new Article

III entitled "Abandoned Property;" amending Chapter 12 entitled "reserved" by renaming it "Foreclosed, Vacant, and Unimproved Property Registration Program" and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date.

Deputy City Clerk Tammy Stanzione read the ordinance title into the record.

Candice Stone, Community Standards Director, spoke about the following: purpose of ordinance amendments; update highlights; and questions.

Commissioner Kelley asked about the purpose and process for vacant property registration.

Director Stone explained that the ordinance expanded foreclosure registration to include long-term vacant properties, generally empty for six months or more. She stated that a contracted company identifies properties, manages registration, and collects fees shared with the City, ensuring that the City can monitor and maintain properties to prevent blight.

Mayor Shelton asked if the ordinance would allow action on abandoned properties being used for gatherings without no-trespassing signs.

City Attorney Lamb explained that the ordinance did not specifically address that, but would trigger a code enforcement complaint, which could lead to a citation if the property was unregistered.

City Manager Dugger added that the ordinance included maintenance and security requirements, though not to the level described.

City Attorney Lamb noted that a correction would be made between first and second reading to change the timeline for removal of abandoned property from ten days to five.

Motion:
Commissioner Turkin moved to approve Proposed Ordinance No. 25-015 on First Reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

C. Proposed Ordinance No. 25-016- First Reading, An ordinance of the City of Boynton Beach, Florida repealing and replacing Chapter 15 "Offenses-Miscellaneous*," Article I "In General" Noise Control-Short title," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date.

Motion:
Commissioner Kelley moved to table Proposed Ordinance No. 25-016. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed 4-0 (Commissioner Turkin was not present on the dais).

D. Proposed Ordinance No. 25-017- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, correcting errors in the legal descriptions contained in Ordinance 23-006 approving the abandonment of the 225-foot long segment of the 20-foot wide right-of-way located within the northern section of the proposed The Pierce development approximately 175 feet south of the East Boynton Beach Boulevard centerline (a.k.a. "North Alley"), the 225-foot long segment of the 40-foot wide NE 1st Avenue right-of-way, and the 335.02-foot long segment of the 20-foot wide right-of-way located within the southern section of the proposed The Pierce development, approximately 150 feet north of the East Ocean Avenue centerline (a.k.a. "South Alley"); authorizing the City Manager to execute an amended disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; providing an effective date; and for all other purposes.

Deputy City Clerk Tammy Stanzione read the ordinance title into the record.

Amanda Radigan, Planning and Development Director, introduced Engineering Division Director William Leidy, who briefly reviewed the changes.

Commissioner Turkin welcomed Director Leidy.

Motion:
Vice Mayor Hay moved to table Proposed Ordinance No. 25-017 on First Reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

E. Proposed Ordinance No. 25-018- First Reading, An ordinance of the City of Boynton Beach, Florida amending Chapter 14 "Motor Vehicles and Traffic," Section 14-5 "Stopping, standing, parking, or storage prohibited in specified places," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date

Deputy City Clerk Tammy Stanzione read the ordinance title into the record.

Community Standards Director Candice Stone spoke on the following: purpose of ordinance amendment; update highlights; and questions.

Mayor Shelton commented that concerns had been raised about parking restrictions on First and Second Avenue. She noted support for neighborhood cleanup but questioned how the rules would affect residents with visitors, such as a neighbor whose elderly mother's car would extend into the sidewalk. She suggested the policy be reviewed, to avoid unfair impacts.

Commissioner Turkin stated that residents in Forest Park were being unfairly fined for parking across sidewalks that did not exist when they bought their homes, and stressed that notice should have been given before citations.

City Attorney Lamb clarified that the existing ordinance had always prohibited blocking sidewalks, including those across driveways, because of ADA compliance.

Commissioner Turkin responded that in his years living in the neighborhood no citations had ever been issued until now and argued that enforcement without notice was unfair to residents who maintained their properties and purchased homes, before sidewalks were installed. He suggested reconsidering the sidewalk language or setting reasonable exceptions to avoid punishing law-abiding residents.

Mayor Shelton agreed with Commissioner Turkin, stating that an eight-hour limit was not reasonable for families hosting visitors. She expressed concern that residents received tickets without warning or education, noting that in past cases Code Enforcement had issued notices first. She emphasized that the sudden issuance of tickets in the last 24 hours unfairly impacted responsible residents while true violators remained the problem.

City Manager Dugger clarified that citations were issued under an existing ordinance by the Police, not Code Enforcement. He stressed that sidewalks could not be blocked due to ADA liability and noted that while concerns about timing and notice were valid, enforcement discretion rested with law enforcement.

City Attorney Lamb explained that ADA liability was not a concern since the City would not be liable for someone else parking a vehicle. She noted that the change came from the Police Department seeking clarification so residents understood they could not block their own driveway. She added that if the City Commission wanted more flexible language regarding blocking sidewalks in driveways, she could draft revisions for the second reading.

Commissioner Cruz suggested focusing on local nuisances and exploring limits on vehicles per household rather than duplicating state law.

City Attorney Lamb responded that State law allows stricter limits but not weaker ones, and eliminating sidewalk restrictions entirely could create problems, such as vehicles blocking business sidewalks. She noted that the City Commission could strike the amendment to sidewalks and leave the current ordinance unchanged or direct staff to revisit the language for future revision.

Mayor Shelton stated that enforcement should distinguish between true obstruction, such as multiple vehicles blocking access, and a single car parked briefly, like a family member visiting. She expressed concern that recent ticketing in Forest Park seemed inconsistent, noting that she wanted to see how many citations were issued.

Commissioner Turkin emphasized that residents should have been given notice before citations were issued, noting frustration that tickets were handed out under an existing ordinance even though sidewalk enforcement had not been a priority in the past. He questioned why this was happening now and requested a report of all citations issued in the last week. He stated that he was in favor of striking the sidewalk provision from the ordinance and asked staff to develop additional options, while stressing his appreciation for law enforcement and code staff and his concern about the perception of selective enforcement.

Vice Mayor Hay stated that double parking remained a serious concern, as it often blocked access and could hinder emergency response, and suggested exploring options such as signage.

City Attorney Lamb explained that sections four, five, and six of the ordinances addressed double parking and should move forward, while the sidewalk provision could be revisited. She recommended a motion to approve with direction to staff to refine section 1b to find a solution acceptable to the City Commission.

Chief DeGiulio clarified that after receiving a text from Commissioner Turkin about parking concerns on Southwest First Street, traffic officers were sent to check for ordinance violations. He emphasized that the direction was to address parking issues generally under the existing ordinance, not specifically sidewalk violations, and that the request stemmed directly from the photo Commissioner Turkin provided.

City Manager Dugger stated that more complaints will arise as parking enforcement continues, even with notices, because the City is changing long-standing standards. He noted that friends, families, and neighbors will receive citations, and emphasized not

placing blame on staff, since they are enforcing ordinances set by the City Commission to improve neighborhoods and enhance City code standards.

Commissioner Cruz suggested creating a clear time frame between first discussion and second reading during which ordinances would not be enforced until the City Commission made a final decision. She added that setting a maximum number of vehicles per household could address concerns more effectively, while pausing enforcement on sidewalk issues in the meantime.

Deputy City Manager Mack recommended approving the ordinance on first reading while directing staff to review and possibly modify the sidewalk language for clarity. He noted that enforcement may require additional training, citing instances where minor overhangs still left walkways passable. He added that recent citations appeared premature and should be addressed through this process, and emphasized that the ordinance could be further refined between first and second reading or after implementation.

City Attorney Lamb noted that West Palm Beach addresses parking challenges on narrow streets by designating some as one-way, which allows on-street parking on one side while keeping a travel lane open. She suggested this could be a long-term option for the City to consider and acknowledged the idea came from someone in the audience.

Motion:
Vice Mayor Hay moved to approve Proposed Ordinance No. 25-018 on First Reading, with direction to staff to amend Item 1B. Commissioner Kelley seconded the motion. The motion passed unanimously.

F. Proposed Resolution No. R25-227- Adopting the Boynton Beach 2025 Economic Development Plan

Economic Development Director Gigi Chazu spoke on the following: Why This Plan, Why Now; Vision, Mission, & Aspirational Goals; Guided by 5 Principles; Principle 1 – Downtown & Waterfront Reinvestment; Principle 2 – Business Attraction & Retention; Principle 3 – Workforce Development & Housing; Principle 4 – Placemaking; Principle 5 – Economic Development Marketing; Implementation Matrix; and Key Actions.

Economic Development Director Chazu also showed a video, highlighting Economic Development.

Motion:
Commissioner Turkin moved to table Proposed Resolution R25-227. Vice Mayor Hay seconded the motion. The motion passed unanimously.

11. Future Agenda Items

A. Discussion regarding creating a beautification board. **– TBD**
Requested by Commissioner Turkin.

B. Discussion regarding Citywide Master Plan to light up the City.- TBD Requested by Commissioner Turkin.

C. Discussion on utility lift station upgrades and odor control - TBD Requested by Vice Mayor Hay.

D. Discussion in regards to an additional area that might be available as a future cemetery.- Pending meeting with City Real Estate Manager.
Requested by Vice Mayor Hay.

E. Discussion regarding combining City properties together to create senior affordable housing.- Pending Joint Meeting with the CRA.
Requested by Vice Mayor Hay.

F. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- Pending meeting with Commissioner Cruz
Requested by Commissioner Cruz.

G. Discussion regarding the expansion of ShotSpotter south of Boynton Beach Boulevard.- TBD. Requested by Commissioner Thomas Turkin.

H. Update on the City's Strategic Planning efforts. - TBD Update requested by Commission Woodrow Hay.

I. Discussion regarding bulk trash pickup. - TBD Discussion requested by Commissioner Angela Cruz.

J. Discussion regarding requirements to construct required sidewalks and exemptions as outlined in Land Development Regulations, Chapter 4, Article VIII, Section 3 Standards, D Sidewalks. – TBD. Requested by Commissioner Cruz

12. Adjournment

Commissioner Turkin requested updates on the Environmental Impact Study, Senior Prom marketing, and the comprehensive plan, noting that it had already begun. He reiterated opposition to the train station, thanked the City Attorney's Office, and asked that upcoming reviews for leadership include measurable accomplishments such as progress on the strategic plan, public safety, and cost savings.

Commissioner Cruz suggested adding social media promotion for the Senior Prom.

Mayor Shelton requested that it be placed on the digital sign.

Commissioner Turkin suggested targeting 55-plus communities for Senior Prom outreach, recommending mailers, flyers, and direct contact with HOA leaders. He noted the importance of timing, since many residents return in November or later, and emphasized that the City should meet people where they are, to ensure strong participation.

Motion:
Commissioner Turkin moved to Adjourn. Vice Mayor Hay seconded the motion. The motion passed unanimously.

With no further business to discuss, the meeting is adjourned at 8:04 P.M.

CITY OF BOYNTON BEACH

ATTEST:

_____
Maylee De Jesus, MPA, MMC
City Clerk

City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, September 2, 2025, at 6:00 P.M.

Present:

Vice Mayor Woodrow L. Hay
Commissioner Angela Cruz
Commissioner Thomas Turkin
Commissioner Aimee Kelley

Andrew Mack, Deputy City Manager
Shawna Lamb, City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order - Vice Mayor Woodrow Hay

Vice Mayor Hay called the meeting to order at 6:00 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll.

Invocation by Vice Mayor Woodrow Hay

The invocation was given by Vice Mayor Hay.

Pledge of Allegiance to the Flag led by Commissioner Thomas Turkin

The Pledge of Allegiance was led by Commissioner Turkin

Agenda Approval:
1. Additions, Deletions, Corrections

City Attorney Lamb discussed waivers for advisory board appointments and requested that the Historic Resources Preservation Board item be tabled to the next meeting.

Commissioner Turkin requested a workshop with staff to proactively prepare Legislative initiatives and grant proposals in advance of the upcoming session in Tallahassee.

There was consensus from the Commission.

2. Adoption

Motion:

Commissioner Turkin moved to approve the agenda, as amended. Commissioner Kelley seconded the motion. The motion passed unanimously.

2. **Other**

A. Informational items by the Members of the City Commission

There were none.

3. **Announcements, Community and Special Events, And Presentations**

A. State of Education Report by District 4 School Board Member Erica Whitfield. District 4 School Board Member Erica Whitfield will give a report on the State of Education.

District 4 School Board Member Erica Whitfield presented the State of Education Report. She reported that the County maintained its A rating, while the local High School increased to a B rating. She discussed performance levels of other schools within the district and noted that over 5,000 expected students did not enroll this year. She referenced the ESG Report, which highlighted areas needing improvement across the County. She suggested that partnerships with the community, including Adult Education Programs and technical training support, would help prepare workers for in-demand fields. She invited the Commission to interact with students on February 20 to demonstrate transparency in government.

B. Proclamation- Hunger Action Month.

Commissioner Kelley read the proclamation into the record.

Allyson Vaulx expressed appreciation to the entire City Commission for recognizing the organization. She noted that there is a location in Boynton Beach and described additional services provided at that site.

C. Presentation by The Veterans of Foreign Wars Post 5335 of Boynton Beach.

Jonathan Burton spoke about passing on the Veteran Flag to the City and noted that they currently do not have a permanent location, but will be securing one soon. He also acknowledged the Veterans that attended the meeting.

D. Announcement of the Boynton Beach Senior Prom on Friday, Sept. 12.

Justin Johnson, Marketing and Outreach Manager, announced the Senior Prom event.

E. Announcement of the City of Boynton Beach 9/11 Memorial ceremony.

Mr. Johnson announced the upcoming 9/11 Ceremony, and noted that Florida Power & Light will sponsor a breakfast at the event.

4. **Public Audience**

Mack McCray commended the staff for putting the City Commission pictures back in the lobby. He mentioned that the agenda used to be printed and placed in the lobby.

David Katz stated that he would like to address two advisory appointments. He urged that the first ordinance be tabled because it is too vague.

Susan Oyer stated that the City has still not publicized right-turn-only lanes and suggested that notices be sent out. She also mentioned a median that should be removed because it will cause an accident.

Ernest Mignoli asked why he could not get any protection from the City since he observes crime around the community. He spoke about people talking about him and how he had been arrested multiple times. He said that he was getting information from insiders about problems at schools.

There were no online comments.

5. **Administrative**

A. Advisory Board Appointments (Tabled at the July 15, 2025, August 5, 2025, and August 19, 2025, Meetings.)

Motion:

Commissioner Turkin moved to table the appointments. Commissioner Cruz seconded the motion. The motion passed unanimously.

B. Community Support Funds.
Approve Community Support Fund request from Vice Mayor Hay and Commissioner Kelley.

Motion:

Commissioner Turkin moved to approve the Community Support Funds. Commissioner Kelley seconded the motion. The motion passed unanimously.

Commissioner Kelley spoke about Feeding South Florida and encouraged volunteers to participate. She noted that this annual donation drive kicks off the holiday season and emphasized that the goal this year is to double the number of baskets provided.

6. **Consent Agenda**

A. Proposed Resolution No. R25-228 - Approve transmittal of the City of Boynton Beach State Housing Initiative Partnership (SHIP) Program Annual Report for FY2022-2023, and authorize the Mayor to sign the corresponding Local Housing Certification.

B. Proposed Resolution No. R25-229- Approve a First Amendment to the Subrecipient Agreement between the City and Boynton Beach Faith-Based Community Development Corporation, Inc. for Owner-Occupied Limited Housing Rehabilitation Program, extending the term of the Agreement

through December 31, 2025.

C. Proposed Resolution No. R25-230- Approving Community Development Block Grant Subaward Agreements between the City and Pathways to Prosperity, Inc., Feeding South Florida, Inc., Legal Aid Society of Palm Beach County, Inc., and Sea Turtle Adventures, Inc. for fiscal year 2025.

D. Proposed Resolution No. R25-231- Authorizing the City Commission to set rates, fees, and charges for Water, Wastewater, Stormwater, and Reuse Water, for the upcoming Fiscal Year 2025-26 and adopting preliminary rates through 2028-2029.

E. Proposed Resolution No. R25-232- Approve and authorize the Mayor to accept a Letter of Intent (LOI) from Affiliated Development, authorize the Mayor to execute the LOI, the purchase and sale agreement, a deed, and any other documents necessary to convey a 5' x 45' sliver of property owned by the City, situated at the southeast corner of NE 1st Avenue and NE 4th Street.

F. Commission Meeting Minutes.

Motion:

Commissioner Turkin moved to Table 6D. Commissioner Cruz seconded the motion. The motion passed unanimously.

Motion:

Commissioner Kelley moved to approve the remaining Consent Agenda. Commissioner Turkin seconded the motion. The motion passed unanimously.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R25-233- Award Invitation to Bid No. 25-071B for Coquina Cove Drainage Improvement Project to Southern Underground Industries, Inc., and approve the Agreement between the City and Southern Underground Industries, Inc. in the amount of $5,872,846 with an additional 10% contingency in the amount of $587,284.60 for staff-authorized change orders to address unforeseen conditions, bringing the total not-to-exceed contract and purchase order amount to $6,460,130.60. Additionally, approve a budget transfer to allocate sufficient funding for this project.

B. Proposed Resolution No. R25-234- Approve amendment to the original Sole Source agreement with Barney's Pumps, Inc., with an increase of $100,000, resulting in the new not-to-exceed amount of $500,000 annually to allow the City to save tax savings as part of a direct owner purchase.

C. Proposed Resolution No. R25-235- Authorize the Mayor to execute the Interlocal Agreement (ILA) with the North Central Texas Council of Governments (TxShare) Â Proposed Resolution No. R25-236- Approve Piggyback Purchase through TxShare by Executing Interlocal Agreement for Roadway Evaluation Services with IMS Infrastructure in an amount not to exceed $35,725.00 (REQ 90742).

D. Proposed Resolution No. R25-237- Approve a Single Source Agreement with Sages Networks, Inc. for Electronic Plan Review, Permitting, Mobile Inspections, and Code Enforcement software not to exceed $200,000 per year for a three (3) year term commencing on September 15, 2025, through September 14, 2028.

E. Proposed Resolution No. R25-238- Approving an increase in the annual expenditure from $2,400,000 to $3,680,000 for Asphalt Repair and Resurfacing Services provided by Atlantic Southern Paving and All County Paving.

Motion:

Commissioner Turkin moved to approve the Consent Bids and Purchases. Commissioner Kelley seconded the motion. The motion passed unanimously

8. **Public Hearing**

A. Proposed Ordinance No. 25-012- Second Reading, An Ordinance of the City of Boynton Beach, Florida, repealing Section 16-44 of the City Code of Ordinances Entitled "Gambling"; providing for codification; conflicts; severability; and an effective date.

City Clerk De Jesús read the title into the record.

City Attorney Lamb stated that there were no changes.

Vice Mayor Hay opened public comment, there were no speakers, so he closed public comment.

Motion:

Commissioner Kelley moved to approve Ordinance No. 25-012 on Second Reading. Commissioner Turkin seconded the motion. In a roll call vote, the motion passed unanimously.

B. Proposed Ordinance No. 25-014- Second Reading, An Ordinance of the City of Boynton Beach, Florida, repealing Article XII, Section 15-128 through 15-133 of Chapter 15 of the City Code of Ordinances, which established and revised the prohibition of loitering in the City of Boynton Beach;

providing for codification; conflicts; severability; and an effective date.

City Clerk De Jesús read the title into the record.

City Attorney Lamb stated that there were no changes.

Vice Mayor Hay opened public comment, there were no speakers, so he closed public comment.

Motion:

Commissioner Kelley moved to approve Ordinance No. 25-014 on Second Reading. Commissioner Turkin seconded the motion. In a roll call vote, the motion passed unanimously.

C. Proposed Ordinance No. 25-015- Second Reading, An ordinance of the City of Boynton Beach, Florida amending Chapter 10, Article III, entitled "Abandoned Property" by repealing Article III in its entirety and replacing it with a new Article III entitled "Abandoned Property;" amending Chapter 12 entitled "reserved" by renaming it "Foreclosed, Vacant, and Unimproved Property Registration Program" and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date.

City Clerk De Jesús read the title into the record.

Candice Stone stated that there were no changes since First Reading.

Commissioner Cruz asked for confirmation that there were no concerns from residents.

Vice Mayor Hay opened public comment, there were no speakers or concerns from residents, so he closed public comment.

Motion:

Commissioner Turkin moved to approve Ordinance No. 25-015 on Second Reading. Commissioner Cruz seconded the motion. In a roll call vote, the motion passed unanimously.

D. Proposed Ordinance No. 25-017- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, correcting errors in the legal descriptions contained in Ordinance 23-006 approving the abandonment of the 225- foot long segment of the 20-foot wide right-of-way located within the northern section of the proposed The Pierce development approximately 175 feet south of the East Boynton Beach Boulevard

centerline (a.k.a. "North Alley"), the 225-foot long segment of the 40-foot wide NE 1st Avenue right-of-way, and the 335.02-foot long segment of the 20-foot wide right-of-way located within the southern section of the proposed The Pierce development, approximately 150 feet north of the East Ocean Avenue centerline (a.k.a. "South Alley"); authorizing the City Manager to execute an amended disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; providing an effective date; and for all other purposes.

City Clerk De Jesús read the title into the record.

Vice Mayor Hay opened public comment, there were no speakers, so he closed public comment.

Motion:

Commissioner Turkin moved to approve Ordinance No. 25-017 on Second Reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

E. Proposed Ordinance No. 25-018- Second Reading, An ordinance of the City of Boynton Beach, Florida, amending Chapter 14 "Motor Vehicles and Traffic," Section 14-5 "Stopping, standing, parking, or storage prohibited in specified places," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date.

Motion:

Commissioner Kelley moved to table Ordinance No. 25-018 until October 21. Commissioner Turkin seconded the motion. The motion passed unanimously.

9. **City Manager's Report**

There was no City Manager's Report.

10. **Regular Agenda**

A. Proposed Ordinance No. 25-021- First Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Chapter 15, Article I, Section 15-19 "Non-Smoking Areas" of the City's Code of Ordinances; providing for conflicts, severability, codification, and an effective date.

City Clerk De Jesús read the title into the record.

City Attorney Lamb stated that the item was requested by Parks and Recreation, because of the amount of littering being found in City parks. She noted concerns regarding

cigarette butts left in parking lots.

Vice Mayor Hay asked if there was a fine associated with the violation.

City Attorney Lamb responded that she would provide the information to the City Commission.

Commissioner Turkin stated that he understood the concerns but preferred to table the item until additional options were presented.

There was consensus to table the matter to October 21 as a discussion item.

Motion:

Commissioner Turkin moved to table Ordinance No. 25-018 until October 21, as a discussion item. Commissioner Cruz seconded the motion. The motion passed unanimously.

B. Capital Improvement Plan quarterly project update.

Assistant Director of Public Works Rick Hoffer presented the following: CIP 3Q FY24/25 update summary; projects by category; and questions.

Commissioner Turkin thanked Mr. Hoffer for the detailed report and stated that it was extremely helpful for everyone to see how taxpayer dollars were being used.

Commissioner Cruz expressed appreciation to all departments involved and thanked staff for their work.

Commissioner Kelley stated that quarterly updates were important to track progress on community investments. She noted that the City should be more creative with funding and pursue additional federal grants.

Vice Mayor Hay commented that having 50 projects underway was outstanding and thanked staff for their efforts.

11. **Future Agenda Items**

A. Discussion regarding creating a beautification board. **- TBD**
Requested by Commissioner Turkin.

B. Discussion regarding Citywide Master Plan to light up the City.- **TBD**
Requested by Commissioner Turkin.

C. Discussion on utility lift station upgrades and odor control - **TBD**
Requested by Vice Mayor Hay.

D. Discussion in regards to an additional area that might be available as a future cemetery.**- TBD**
Requested by Vice Mayor Hay.

E. Discussion regarding combining City properties together to create senior affordable housing.**- TBD**
Requested by Vice Mayor Hay.

F. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

G. Discussion regarding the expansion of ShotSpotter south of Boynton Beach Boulevard.**- TBD**
Discussion requested by Commissioner Thomas Turkin.

H. Update on the City's Strategic Planning efforts. **TBD** Update requested by Commission Woodrow Hay.

I. Discussion regarding bulk trash pickup. **- TBD**
Discussion requested by Commissioner Angela Cruz.

J. Discussion regarding requirements to construct required sidewalks and exemptions as outlined in Land Development Regulations, Chapter 4, Article VIII, Section 3 Standards, D Sidewalks. **- TBD**
Requested by Commissioner Cruz.

K. Follow-up report on the State of Florida DOGE request.- **TBD**
Staff will provide an update to the City Commission regarding the State of Florida DOGE request.

12. **Adjournment**

With no further business to discuss, the meeting was adjourned at 7:03 P.M.

Motion:

Commissioner Turkin moved to Adjourn. Commissioner Kelley seconded the motion. The motion passed unanimously.

CITY OF BOYNTON BEACH

ATTEST:

_____
Maylee De Jesus, MPA, MMC
City Clerk

City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Monday, September 8, 2025, at 6:00 P.M.

Present:

Vice Mayor Woodrow L. Hay
Commissioner Angela Cruz
Commissioner Thomas Turkin
Commissioner Aimee Kelley

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Tammy Stanzione, Deputy City Clerk

1. Agenda Items

A. Call to Order - Mayor Rebecca Shelton

Vice Mayor Hay called the meeting to order at 6:00 P.M.

Roll Call

Deputy City Clerk Tammy Stanzione called the roll.

Invocation by Vice Mayor Woodrow Hay

The invocation was given by Vice Mayor Hay.

Pledge of Allegiance to the Flag led by Commissioner Angela Cruz.

The Pledge of Allegiance was led by Commissioner Cruz.

Agenda Approval:
1. Additions, Deletions, Corrections

There were none.

2. Adoption

Commissioner Kelley questioned the absence of a general public comment section.

City Attorney Lamb clarified that each agenda item included its own public hearing.

Vice Mayor Hay requested the addition of a City Attorney update under Item 1C.

Motion:

Commissioner Kelley moved to approve the agenda, as amended. Commissioner Turkin seconded the motion. The motion passed unanimously.

B. Announce Second Budget Hearing

The second budget hearing was announced for Thursday, September 18, 2025, at 6:00 P.M. in the City Commission Chambers.

C. Update from Legal

City Attorney Lamb reported that the City had received the second installment of $5.8 million from the $3M PFAS litigation settlement, bringing the total received to just over $8 million. She stated that the funds were allocated to the General Fund and Utilities and noted that additional litigation involving Firefighter foam was forthcoming.

2. **Regular Agenda**

A. Public Hearing on Proposed Resolution No. R25-239- Approve the provision of canal maintenance services in the City of Boynton Beach, Florida; approving the assessed costs and assessment rates for canal maintenance services for the fiscal year beginning on October 1, 2025; imposing canal maintenance services special assessments against assessed property located within the City of Boynton Beach for the fiscal year beginning on October 1, 2025; providing for severability; providing for conflicts; and providing an effective date.

City Manager Dugger explained that the Canal Maintenance Program continued the practice of spraying overgrown vegetation to ensure water flow.

Commissioner Kelley asked for updates on long-term solutions such as culvert redesigns.

City Manager Dugger responded that a previous state funding request had been denied but could be reintroduced as a multi-jurisdictional project with Delray Beach, the Lake Worth Drainage District, and the South Florida Water Management District.

Commissioner Turkin recommended reaching out to Delray Beach.

Vice Mayor Hay opened public comment, there were no speakers, so he closed public comment.

Motion:

Commissioner Cruz moved to approve Resolution No. R25-239. Commissioner Turkin seconded the motion. The motion passed unanimously.

B. Public Hearing on Proposed Resolution No. R25-240- Adopting the final fire assessment fee for fiscal year 2025-2026.

City Attorney Lamb reported that the Fire Assessment Fee would remain unchanged from

the prior year.

Vice Mayor Hay opened public comment, there were no speakers, so he closed public comment.

Motion:

Commissioner Kelley moved to approve Resolution No. R25-240. Commissioner Cruz seconded the motion. The motion passed 3-1, with Commissioner Turkin dissenting.

C. Public Hearing on Proposed Resolution No. R25-241- A Resolution of the City of Boynton Beach, Florida adopting a proposed millage rate for the City's general operating fund for the fiscal year beginning October 1, 2025 and ending September 30, 2026, announcing the percent, if any, the proposed millage rate exceeds the rolled-back rate; announcing the date, time and place of the second and final public hearing on the budget and millage rate; providing for severability, conflicts and providing an effective date. Public Hearing on Proposed Resolution No. R25-242- A Resolution of the City of Boynton Beach, Florida, adopting a tentative budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026; providing for severability, conflicts, and an effective date

Deputy City Attorney Lamb read the resolution title into the record.

Fabio Baca, Budget Division Director, presented the proposed FY 2025–2026 millage rate of 7.8, and mentioned that it was the same as the prior year. He stated that the rolled-back rate was 7.3764 and that they are adopting, would result in a $4.4 million revenue loss.

City Manager Dugger recommended not lowering the millage below 7.75, stressing the need to maintain revenues for critical infrastructure. He explained that proposed changes to the Homestead Property Tax exemption could reduce revenues for Boynton Beach, since the City lacked additional taxing districts. He noted that the change would affect single-family residences, but not commercial or rental properties, and stated that the City might need to consider fees or sales tax allocations as alternative funding sources.

Commissioner Turkin urged preparation for potential revenue impacts from homestead changes.

City Manager Dugger explained that ad valorem taxes provided nearly half of the General Fund, noted upcoming debt service relief, and highlighted new revenue strategies including investment gains, an ERP system, and a golf course RFP.

Commissioner Kelley stated that the City should not rely on one-time settlement funds for recurring expenses. She said that the $5.8 million settlement should be reinvested into water plant upgrades rather than used for operational costs.

Commissioner Cruz stated that she supported a modest decrease to 7.75, explaining that the City could show fiscal responsibility by slightly reducing the millage rate, while still maintaining funding for infrastructure projects.

Commissioner Turkin stated that he favored lowering the millage rate to 7.7. He explained that the City should be cautious about future bonds, potential utility rate hikes, and that savings should be pursued where possible.

Vice Mayor Hay stated that he supported keeping the millage rate at 7.8. He explained that the City needed to be cautious not to create future shortfalls by reducing revenues, and noted that one-time funds should not be counted on to support the operating budget.

Vice Mayor Hay opened public comment.

David Wesley Cornish opposed any tax increase and suggested that the City should raise revenues through fines and fees rather than through property taxes.

Susan Oyer stated that property taxes served a purpose but urged reductions, calling for cuts in non-essential spending.

David Katz cautioned against lowering the rate, warning that doing so could require raising it again in the near future.

Vice Mayor Hay closed public comment.

Commissioner Cruz requested a historical analysis of the millage rate from 2020 to the present.

Commissioner Turkin requested a report on spending history.

City Manager Dugger noted that Delray Beach generated twice the amount of revenue with fewer residents and suggested consideration of shifting from resident property taxes to fee-based services.

Vice Mayor Hay stated that he spoke with residents who would be willing to pay more for full services.

There was consensus to set the millage rate at 7.75.

Motion:

Commissioner Cruz moved to approve Resolution No. R25-241 with a millage rate of 7.75. Commissioner Kelley seconded. The motion passed unanimously.

Vice Mayor Hay opened public comment for the tentative budget.

Susan Oyer complained about the lack of communication regarding the boil water alert on the east side of I-95.

Motion:

Commissioner Cruz moved to approve Resolution No. R25-242. Commissioner Kelley seconded. The motion passed unanimously.

3. **Adjournment**

Motion:

Commissioner Turkin moved to Adjourn. Commissioner Cruz seconded the motion. The motion passed unanimously.

With no further business to discuss, the meeting was adjourned at 6:59 P.M.

CITY OF BOYNTON BEACH

ATTEST:

_____
Maylee De Jesus, MPA, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Resolution No. R25-272- Approve a Piggyback Agreement between the City and Lhoist America of Alabama LLC for the furnishing, delivery, and discharge of Quicklime for an annual expenditure not to exceed $733,700 for Fiscal Year 2025 and $807,070 for Fiscal Year 2026.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-272.

Explanation of Request: Contract Period: November 1, 2023, through October 31, 2026 with an option of one (1) additional three (3) year renewal.

The Utilities Department utilizes Calcium Oxide (Quicklime) at the East Water Treatment Plant to soften drinking water in compliance with the Safe Drinking Water Act.

On November 7, 2023, the City Commission approved the use of the Southeast Florida Governmental Purchasing Cooperative Group Bid No. 23-36B for Quicklime, with an annual expenditure authority of $550,000.

Following a comprehensive review of all expenditures, staff has determined that the original approval amount is insufficient to meet operational needs. Increased material costs and water consumption demand require an upward adjustment of the expenditure authority.

Staff recommends increasing the annual expenditure authority for Quicklime to:

- $733,700 for Fiscal Year 2025
- $807,070 for Fiscal Year 2026

Staff recommends the City Commission approve annual expenditure authority for Quicklime under Southeast Florida Governmental Purchasing Cooperative Group Bid No. 23-36B to $733,000 in FY 2025 and $807,070 in FY 2026, ensuring continued compliance with water treatment requirements and uninterrupted operations at the East Water Treatment Plant.

This request for increased spending approval is due to increased demand for drinking water production in addition to annual chemical cost increase. The Southeast Florida Governmental Purchasing Cooperative Group contract meets the City of Boynton Beach procurement requirements.

This procurement was competitively solicited through the Southeast Florida Governmental

Purchasing Cooperative (Co-Op), with the City of Tamarac serving as the lead agency. The solicitation named the City of Boynton Beach as a direct participating entity, thereby allowing purchases under this agreement pursuant to the City's procurement code exemption for Cooperative solicitations and Contracts.

How will this affect city programs or services? The increase will allow for treatment of additional water to meet usage demands and continue to meet regulatory requirements for drinking water.

Budgeted Item: Yes

Account Line Item and Description: 401-2811-536.52-35, Process Chemicals

Fiscal Impact: The fiscal impact will be $733,700 in FY 25 and $807,070 for Fiscal Year 2026 from operating account 401-2811-536.52-35, Process Chemicals. The money is already budgeted.

Attachments:
R25-272 Agenda_Item_3460-2025_Resolution_for_Piggyback_Agreement_-_Lhoist.docx
Exhibit A to Resolution- 20250909 Lhoist Agreement.pdf
Quicklime_Contract_Award_for_Co-op_Web-site_2023.pdf
COI Lhoist.pdf

RESOLUTION NO. R25-272

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH LHOIST AMERICA OF ALABAMA, LLC FOR FURNISHING, DELIVERY, AND DISCHARGE OF QUICKLIME, FOR AN AMOUNT NOT TO EXCEED $733,000.00 ANNUALLY FOR FY2025 AND $807,070.00 ANNUALLY FOR FY2026; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires Quicklime to soften drinking water in accordance with the Safe Drinking Water Act; and

WHEREAS, the City of Tamarac issued an "Invitation for Bid" (ITB), acting by and through Southeast Florida Governmental Purchasing Cooperative Group, to establish a cooperative purchasing agreement for the Furnish, Deliver, and Discharge of Quicklime and entered into an agreement with Lhoist America of Alabama, LLC ("Vendor"); and

WHEREAS, on November 7, 2023, the City Commission approved Purchase Orders for Quicklime from the Vendor utilizing the unit pricing in the Master Agreement with an annual expenditure in the amount of $550,000.00; and

WHEREAS, on November 19, 2024, the City Commission approved Resolution No. R24-300 to approve an increase in the annual expenditure to $612,737.00; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor for the furnishing, delivery, and discharge of quicklime and increase the annual expenditure to $733,000.00 for Fiscal Year 2025 and $807,070.00 for Fiscal Year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between Vendor and the City for the furnishing, delivery, and discharge of quicklime for an amount not to exceed $733,000.00 annually for FY2025 and $807,070.00 annually for FY2026 (the "Agreement"), in form and substance similar to that attached

as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Theresa Gonzalez to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-272

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND LHOIST NORTH AMERICA OF ALABAMA, LLC

This Piggyback Agreement is made as of this 8th day of September, 2025, by and between Lhoist America of Alabama, LLC, a Alabama Limited Liability Company authorized to transact business in Florida, with a principal address of 5600 Clearfork Main Street Suite 300, Fort Worth, TX 76109, hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on August 16, 2023, City of Tamarac (Lead Agency) issued an "Invitation for Bid" (ITB), acting by and through Southeast Florida Governmental Purchasing Cooperative Group to establish a cooperative purchasing agreement for the Furnish, Deliver, and Discharge of Quicklime; and

WHEREAS, City of Tamarac found Lhoist America of Alabama, LLC ("Vendor") to be a responsive, responsible bidder, and awarded it a three (3) year contract commencing November 1, 2023, and terminating October 31, 2026, with an option to extend the contract for one (1) additional three (3) year term, ITB No. 23-36B ("Master Agreement"); and

WHEREAS, on November 7, 2023, the City Commission approved Purchase Orders for Quicklime from the Vendor utilizing the unit pricing in the Master Agreement with an annual expenditure in the amount of $550,000.00; and

WHEREAS, on November 19, 2024, the City Commission approved Resolution No. R24-300 to approve an increase in the annual expenditure to $612,737.00; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to soften drinking water in accordance with the Safe Drinking Water Act, the City's Utilities Department is requesting that the City enter into a Piggyback Agreement with the Vendor for the furnishing, delivery, and discharge of quicklime services and increase the annual expenditure to $733,000.00 for Fiscal Year 2025 and $807,070.00 for Fiscal Year 2026; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until October 31, 2026. The Agreement may be renewed for one (1) additional three-year term. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "City of Tamarac" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the Services in an amount not to exceed **Seven Hundred Thirty-Three Thousand Dollars and Zero Cents ($733,000.00)** for the Fiscal Year 2025 and **Eight Hundred Seven Thousand Seventy Dollars and Zero Cents ($807,070.00)** for the Fiscal Year 2026.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **SHIPPING; DELIVERY:** The Vendor shall deliver the Quicklime to the location specified in the Purchase Order. The Vendor shall deliver the Quicklime not more than 24 hours after receipt of telephoned, faxed or written Purchase Order unless such time is extended, in writing, by the City. Any deviations from the requested delivery shall be communicated to the City at the time of ordering. Time is of the essence with respect to this Contract and delivery. In the event Vendor fails to deliver the Quicklime within the specified time, City may cancel this Agreement and purchase elsewhere without liability for damages for breach of contract, lost profits, or any other damages claim.

   All transportation equipment shall be thoroughly clean and free from scale and other foreign matter. Defective tank trucks from which Quicklime cannot be withdrawn because of defective valves, pumps, viscosity or other reasons, shall be rejected and shall be returned at Vendor's expense. Any changes required on the existing equipment shall be the responsibility of the Vendor and all costs for these modifications shall be borne by the Vendor.

   Vendor shall ensure that the Quicklime shipped is in the correct quantity and meets all Specifications, purchase order and order release. Deliveries which do not meet these requirements may be rejected and returned to the Vendor at the Vendor's expense.

   Vendor's drivers must have personal protective equipment to include chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit and spill pillow. Driver must wear at minimum, chemical goggles and rubber gloves when handling hose and valves.

   Driver must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of the driver to contain leaks and to report any and all spills.

   Vendor shall be solely responsible for all spills caused by its operations. Containment, cleanup and reporting to all applicable agencies of any spills during delivery shall be the responsibility of the Vendor. Vendor shall be responsible for clean-up of any spills. When

applicable, Vendor shall be responsible for proper, as determined by the City, on-site disposal of residue prior to initial delivery.

All Quicklime and transportation and delivery provided shall be in compliance with all applicable laws, regulations, codes and standards of the City, Palm Beach County, State of Florida, Florida Departments of Commerce and Transportation, American Water Works Association (AWWA), American National Standards Institute (ANSI), the Occupational Safety and Health Act of 1970 (OSHA), In addition, the National Sanitation Foundation (NSF) certification required by the Environmental Protection Agency, Florida Department of Environmental Protection or Palm Beach County Health Unit shall be met.

7. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

8. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

9. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

10. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

    The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

    A. Keep and maintain public records required by the City to perform the service;

    B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

    D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

11. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

12. **E-VERIFY:** VENDOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

13. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

14. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the

Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

15. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

16. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

17. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

18. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

19. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered

the City's employee for any purpose.

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

24. **ENTIRE AGREEMENT:** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

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

26. **ANTI-HUMAN TRAFFICKING:** On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

27. **PUBLIC ENTITY CRIME ACT:** Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

28. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT:** Vendor represents and certifies that Vendor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

Signature Page to follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Rebecca Shelton, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

LHOIST NORTH AMERICA OF ALABAMA, LLC

(Signature)

R. FAWCETT.
Print Name of Authorized Official

V.P. & GM.
Title

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Bruce A. Fryer
Print Name

EXHIBIT "A"
AGREEMENT BETWEEN CITY OF TAMARAC
AND LHOIST NORTH AMERICA OF ALABAMA, LLC

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to RWhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. 23-36B

Description/Title: Furnish, Deliver and Discharge of Quicklime

Initial Contract Term: Start Date: November 1, 2023 End Date: October 31, 2026

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 3 Years (Period of Time)

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

SECTION #1 **VENDOR AWARD**

Vendor Name: Lhoist North America of Alabama, LLC

Vendor Address: 5600 Clearfork Main Street, Suite 300, Fort Worth, TX 76109

Contact: Dale James, Florida Sales Manager or Elizabeth Hart. FL Sales Coordinator

Phone: (863) 698-8769 (Orders) & (877) 644-9010 Fax: (863) 644-9030

Cell/Pager: (314) 614-4950 Email Address: dale.james@lhoist.com / elizabeth.hart@lhoist.com

Website: http://www.lhoist.com FEIN: 63-1002780

VENDOR AWARD

Vendor Name: Carmeuse Lime and Stone, Inc. (City of Hollywood Hi Cal Granular Lime Only)

Vendor Address: 11 Stanwix St., 21st Floor, Pittsburgh, PA 15222

Contact: Inside Sales

Phone: (866) 780-0974 Fax: _____

Cell/Pager: _____ Email Address: salesinquiries@carmeuse.com

Website: http://www.carmeuse.com FEIN: 25-1254420

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: October 11, 2023 Resolution/Agenda Item No.: R-2023-122

Insurance Required: Yes YES No _____

Performance Bond Required: Yes _____ No NO

SECTION #3 **LEAD AGENCY**

Agency Name: City of Tamarac

Agency Address: 7525 NW 88th Avenue, Room 108

Agency Contact: Rhonda Kaplan, PPA Email 3/4/53

Telephone: (954) 597-3566 Fax: (954) 597-3565

City of Tamarac
Interoffice Memorandum
Financial Services Department
PURCHASING DIVISION

To: **Levent Sucuoglu, City Manager**

From: **Keith K. Glatz, Purchasing & Contracts Manager**

Thru: **Christine J. Cajuste, Director of Financial Services**

Date: **September 25, 2023**

Re: **Temp Reso #14019 – Award of Agreement – Bid #23-36B, "Furnish, Deliver and Discharge of Quicklime"**

Recommendation:
The Director of Public Services and Purchasing and Contracts Manager recommend placement of the above referenced item on the consent agenda of the October 11, 2023 Commission meeting, authorizing the award of an Agreement for an initial three (3) year term effective November 1, 2023 through October 31, 2026, with one (1) additional three (3) year renewal option for Quicklime purchased from Lhoist North America of Alabama, LLC, (Lhoist) for the City of Tamarac, and twenty-three (23) additional member agencies of the Southeast Florida Governmental Purchasing Cooperative (Co-op); and Carmeuse Lime and Stone Inc. for high calcium granular quicklime on behalf of one entity in the Co-op.

Issue:
The existing agreement with Lhoist for the City and the SE Florida Governmental Purchasing Co-op; as well as an existing agreement with Carmeuse Lime and Stone is set to expire on October 31, 2023. New bid #23-36B was recently solicited, and an award needs to be approved so that the City will have a vendor to furnish, deliver and discharge quicklime at the City's Water Treatment Plant.

Background:
The City utilizes quicklime in the Public Services Water Treatment Plant. The current agreement with Lhoist will expire on October 31, 2023, and due to some requested industry-wide market structural changes, we were unable to exercise any of the original contract renewal options. The current Agreement has been based on various federal and industry indices, providing for quarterly price adjustments. As a result of significant supply chain issues which occurred during the pandemic and since that time, the indices were not able to compensate for radical changes that were occurring in the industry, as well in the transportation industry as a result of volatility particularly in cost of fuel. After much discussion with firms in the industry, it was determined that the use of a fixed annual price could be more easily accommodated by industry based on our discussions with the primary vendors who normally bid on this Agreement.

Accordingly, the City issued Bid number 23-36B "Furnish, Deliver and Discharge of Quicklime" on August 16, 2023, which was advertised in the South Florida Sun Sentinel on August 19, 2023, and was posted on the City's e-procurement platform as well as on DemandStar.com. There were three (3) planholders that downloaded the bid, however, only two bids were submitted from Lhoist and Carmeuse Lime and Stone. The bid response submitted by Lhoist provided the lowest pricing for all but one item on the bid. As a result, it is being recommended that the bid from Lhoist be awarded, and an Agreement executed on behalf of the City of Tamarac and on behalf of an additional twenty-three (23) participating governmental agencies Co-op.

The bid response from Carmeuse Lime and Stone Inc. provided the lowest pricing for high calcium granular lime used by the City of Hollywood Wastewater treatment plant. The cost savings for the City of Hollywood by awarding one item to Carmeuse Lime and Stone will be approximately $8,310,736.50 for

the full three (3) year period, justifying the split award. The bid response from Lhoist provided the lowest pricing for the City of Tamarac and the other twenty-three agencies in the SE Florida Governmental Purchasing Co-op, for an estimated three (3) year total Co-op cost of $91,613,247.97.

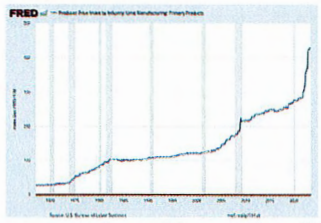
The initial term of the Agreement will be for three (3) years, beginning on November 1, 2023, with one (1) additional three (3) year renewal options that may be exercised based on satisfactory performance in accordance with an economic adjustment provision provided as a part of the Agreement.

The pricing bid by both Lhoist and Carmeuse Lime and Stone reflects an approximate increase of 12.5% for Lhoist and by a similar amount for Carmeuse for granular lime which is used only by the City of Hollywood Wastewater Treatment Plant. We had originally anticipated an increase of 25% from the current Agreement, so we were pleased to see only a 12.5% increase. The Agreements also provide for quarterly adjustments for fuel surcharges for trucking, which will be based on a surcharge chart that the City has utilized for several years, and for rail fuel surcharges that will be provided through documentation to be provided each quarter by the railroad line transporting the lime from kilns in Alabama to South Florida.

Please note below, however, that our bid price for the upcoming year is still lower than similar entities around the State which have recently opened bids. The Chart below shows pricing for other local entities for bids which have recently opened:

Current Delivered Per Ton Pricing For Surrounding Entities For Recently Opened Bids:

City of Lakeland Utilities		$460.00
Florida Keys Utilities		$494.13
City of Ormand Beach		$603.82
City of Tamarac – SE FL Co-op	(as of July 1, 2023)	$388.65
City of Tamarac – SE FL Co-op	(effective Nov. 1, 2023)	$446.95



Overall, the PPI for lime shows a 35% increase from November 2020 to August 2023 when we issued our bid. (See graph above). The index value for November 2020, when we awarded the last Agreement, was 277.50 for material without freight. The August 2023 index value was at 430.77 for material without freight. The fairly steep incline is very evident in the PPI graph for lime shown above. The rapid escalation is due to increased costs for coal used to fuel the kilns that cure the lime; as well as quickly escalating demand for quicklime by the steel industry which is adding significant new capacity for the first time in many years.

Accordingly, it is recommended that an award be made, and agreements executed with Lhoist for the City of Tamarac, and on behalf of twenty-three (23) additional entities in the Southeast Florida Governmental Purchasing Co-op; and with Carmeuse Lime & Stone, Inc., for high calcium granular quicklime for the City of Hollywood for a period of three (3) years, and that the City Manager be authorized to approve any renewal option.

Fiscal Impact:

Based on our estimated use of approximately 1500 tons of quicklime annually, the City will be able to account for projected budget costs for the next three (3) years. The annual estimated cost to the City of Tamarac for each of the three (3) years will be as follows for a total three (3) year cost of $2,224,375 :

FY 24: $670,525.00
FY 25: $737,475.00
FY 26: $816,375.00

The percentage increase between FY 24 and FY 25 will be approximately 10%, and the percentage increase between FY 25 and FY 26 will also be approximately 10%, which provides for budget predictability for each of the three years. The Agreement provides for an economic adjustment provision for the renewal term, which only allows for the pass-through of costs, and no increase to the profit margin.

It should be noted, however, that any unanticipated change in fuel, raw material market prices or water usage patterns may significantly impact our cost and quantity assumptions.

cc: John Doherty
Troy Gies
Earl Henry
Anthony Licata

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF R-2023-122 Amt. Lhoist North America of Alabama, LLC THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF TAMARAC, FLORIDA. THIS 16th DAY OF October 20 23

CITY CLERK

CITY OF TAMARAC FLORIDA ESTABLISHED 1963 SEAL BROWARD COUNTY

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD BID #23-36, "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENTS WITH, LHOIST NORTH AMERICA OF ALABAMA, LLC FOR THE CITY OF TAMARAC AND AN ADDITIONAL TWENTY-THREE MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME AND STONE ON BEHALF OF ONE CO-OP MEMBER, THE CITY OF HOLLYWOOD, FOR A PERIOD OF THREE (3) YEARS WITH ONE ADDITIONAL THREE-YEAR RENEWAL OPTION, PROVIDING FOR THE EXTENSION AND RENEWAL OF THE AGREEMENTS OR APPROVAL OF ASSIGNMENTS AND OTHER AMENDMENTS TO THE AGREEMENTS IN ACCORDANCE WITH THE PROVISIONS OF THE AWARDED AGREEMENTS, AND EXPENDITURE OF APPROPRIATED FUNDS BY THE CITY MANAGER OR APPROPRIATE CITY OFFICIALS FOR A TOTAL CONTRACT COST TO THE CITY OF TAMARAC OF APPROXIMATELY $2,224,375 FOR THE THREE (3) YEAR TERM OF THE AGREEMENT OR AS DETERMINED BY THE ACTUAL USAGE OF THE PRODUCT UP TO THE BUDGETED AMOUNT, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly

three (23) other members of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, Carmeuse Lime and Stone was deemed the lowest responsive and responsible bidder for high calcium granular quicklime for the City of Hollywood, a member of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, the City of Tamarac, acting as lead agency for the Co-op acts on behalf of the Co-op when awarding contracts for quicklime; and

WHEREAS, sufficient funds are available from the Public Services Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 23-36B be awarded to and an agreement executed with Lhoist North America of Alabama, LLC for furnishing, delivering and discharging quicklime, for a period of three years with one additional three (3) year renewal option on behalf of the City of Tamarac for a total contract cost to the City of Tamarac of approximately $2,224,375 for the three (3) year term of the Agreement or as determined by the actual usage of the product up to the budgeted amount, and on behalf of twenty-three (23) other agencies in the Co-op based on pricing provided in the Agreement; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 23-36B be awarded to and an agreement executed with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years

findings of the City Commission and made a specific part of this Resolution; all exhibits referenced and attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The award of Bid 23-36B, "Furnish, Deliver and Discharge of Quicklime", to Lhoist North America of Alabama, LLC, on behalf of the City of Tamarac for a total contract cost to the City of Tamarac of approximately $2,224,375 for the three (3) year term of the Agreement or as determined by the actual usage of the product up to the budgeted amount, and on behalf of twenty-three (23) other agencies in the Co-op based on pricing provided in the Agreement, is HEREBY AUTHORIZED.

SECTION 3: The appropriate City officials are hereby authorized to execute an agreement with Lhoist North America of Alabama, LLC as part of said award, a copy of which is attached hereto as Exhibit "2" for prices as shown in Exhibit "1" on behalf of the City of Tamarac and twenty-three (23) other agencies within the Co-op.

SECTION 4: The award of Bid 23-36B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse Lime and Stone, for the provision of high calcium granular lime for the City of Hollywood, an agency in the Co-op, is HEREBY AUTHORIZED.

SECTION 5: The appropriate City officials are hereby authorized to execute an agreement with Carmeuse Lime and Stone as part of said award for high calcium quicklime, a copy of which is attached hereto as Exhibit "3" for

PASSED, ADOPTED AND APPROVED this 4th day of March 2023.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR GOMEZ Yes
DIST 1: VICE MAYOR BOLTON Yes
DIST 2: COMM. WRIGHT Yes
DIST 3: COMM. VILLALOBOS Yes
DIST 4: COMM. DANIEL Yes

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

HANS OTTINOT
CITY ATTORNEY

EXHIBIT A: UNIT PRICING PROVIDED IN BID AS OF SEPTEMBER 12, 2023 FOR AWARDED AGENCIES

VENDOR	AGENCY	ANNUAL USAGE	DELIVERED PRICE PER TON YEAR 1	DELIVERED PRICE PER TON YEAR 2	DELIVERED PRICE PER TON YEAR 3
TABLE 1 -- Type 1 – Pebble Lime					
Lhoist	City of Boynton Beach	1685	$ 446.95	$ 491.65	$ 540.81
Lhoist	Broward County Dist. 1	2100	$ 446.95	$ 491.65	$ 540.81
Lhoist	Broward County Dist. 2	4000	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Coral Springs **(1)**	1550	$ 446.95	$ 491.65	$ 540.81
Lhoist	Town of Davie	750	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Dania Beach	350	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Deerfield Beach	1352	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Fort Lauderdale (2)	14000	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Hallandale Beach **(3)**	1000	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Lake Worth Beach	525	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Lauderhill	1825	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of North Lauderdale	670	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of North Miami	1150	$ 448.38	$ 493.22	$ 542.54
Lhoist	Village of Palm Springs	600	$ 451.23	$ 496.36	$ 545.99
Lhoist	Village of Palm Springs	600	$ 451.23	$ 496.36	$ 545.99
Lhoist	City of Pompano Beach	2200	$ 446.95	$ 491.65	$ 540.00
Lhoist	City of Riviera Beach	1200	$ 451.23	$ 496.36	$ 545.99
Lhoist	City of Sunrise	2500	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Sunrise	500	$ 446.95	$ 491.65	$ 540.81
Lhoist	Village of Wellington	1330	$ 449.79	$ 494.77	$ 544.25
TABLE 2 -- TYPE 1A – Foundry/ Rice Lime					
Lhoist	City of Delray Beach	3650	$ 446.95	$ 491.65	$ 540.81

Lhoist	City of Hollywood	2400	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Margate	2000	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of North Miami Beach	3000	$ 448.38	$ 493.22	$ 542.54
Lhoist	City of Pembroke Pines	4200	$ 446.95	$ 491.65	$ 540.81
Lhoist	City of Tamarac	1500	$ 446.95	$ 491.65	$ 544.25
Lhoist	City of West Palm Beach	5200	$ 449.79	$ 494.77	$ 544.25

TABLE 3 -- TYPE 2 -- Hi CAL Granular					
Lhoist	City of Hollywood	5550	$ 540.55	$ 594.61	$ 654.07
Carmeuse Lime & Stone	City of Hollywood	5550	$ 475.00	$ 498.75	**$ 523.68**

Carmeuse Lime & Stone declined to bid on any items other than Table 3 - Type 2 - Hi Cal Granular

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

LHOIST NORTH AMERICA OF ALABAMA, LLC.

THIS AGREEMENT is made and entered into this 11th day of OCTOBER, 2023 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Lhoist North America of Alabama, LLC., an Alabama corporation with principal offices located at 5600 Clearfork Main Street, Suite 300, Fort Worth, Texas 76109 (the "Contractor") to provide for Furnishing, Delivery and Discharge of Quicklime.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 23-36B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 23-36B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 23-36B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 23-36B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and

regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

2.1.4 Contractor shall be required to complete and provide the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 23-36B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.

2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

- General Liability - $1M per occ. / $2M aggregate
- Automobile – $1M per occ. / $1M aggregate
- Workers Comp – Statutory

3.3 Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The contract term shall be for an initial period of three (3) years, beginning November 1, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month-to-month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

5. Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton, F.O.B. Destination. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 23-36B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A for the initial year of the Agreement shall be firm for the period from November 1, 2023 through October 31, 2024; Pricing shown in Contract Exhibit A for the second year of the Agreement shall be firm for the period from November 1, 2024 through October 31, 2025 and Pricing shown in Contract Exhibit A for the third year of the Agreement shall be firm from November 1, 2025 through October 31, 2026.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the as indicated in Exhibit A for each year of the contract for the periods from November 1, 2023 through October 31, 2024; November 1, 2024 through October 31, 2025 and November 1, 2025 through October 31, 2026.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract. Such surcharges shall be updated quarterly with notice being provided to the City as detailed in Section 5.2.3 herein.

5.2.1 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.2 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp.

5.2.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #23-36B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.2.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

5.3 **Adjustment of Price for the Effects of Government Action**: Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to

Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

5.4 **Hardship**: Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

5.5 **Pricing for Subsequent Renewal Terms**: Contractor shall propose pricing for renewal terms which shall be submitted to the City at least sixty (60) calendar days prior to the expiration of the initial contract term. Contractor shall include with the price proposal, justification and back-up materials which shall be used to validate any price increase. Contractor may utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. Additionally, Contractor may include copies of correspondence and invoices from suppliers of material, services and transportation providers which may include, but not be limited to any additional documentation which will provide validation for such increases. Contractor shall also offer the City any decreases which may apply at the time of contract renewal. Under no circumstances will the City allow for any increase to Contractor's profit at the time of renewal. Increases shall reflect a direct pass-through of any applicable costs.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 23-36B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material & Warranties

7.1. All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

7.2. Warranties. Supplier warrants that the Product shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. SUPPLIER MAKES NO FURTHER WARRANTIES

OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.

8 Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status,

sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue

Tamarac, FL 33321

With a copy to the City Attorney at the same address:

CONTRACTOR

Lhoist North America of Alabama, LLC.
Dr. Phillip Niemann, President / CEO
5600 Clearfork Main Street, Suite 300
Fort Worth, Texas, 76109

13 Termination

13.1 **Termination for Convenience**: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 **Default by Contractor**: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14.3 Hardship. Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon

the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

15 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT

16 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

17 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22 Scrutinized Companies -- 287.135 AND 215.473

22.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

22.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23 Public Records

23.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

23.1.1 Keep and maintain public records required by the City in order to perform the service;

23.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

23.1.3 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 contract term and following completion of the contract if the contractor does not transfer the records to the City.

23.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

23.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

24 E-Verify Compliance

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation

of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25 Public Records Custodian

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

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President / CEO duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

10/12/2023
Date

Levent Sucuoglu, City Manager

10/12/23
Date

ATTEST:

for Kimberly Dillon, CMC
City Clerk

10/12/2023
Date

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

10/11/23
Date

ATTEST:

Signature of Corporate Secretary

Lhoist North America of Alabama, LLC.
Company Name

Signature of Dr. Philipp Niemann, President/CEO

Kenneth Curtis
Type/Print Name of Corporate Secy.

Dr. Philipp Niemann
Name of President/CEO

(CORPORATE SEAL)

9/21/23
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas :
: SS
COUNTY OF Tarrant :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Philipp Niemann, of Uhlst North America of Alabama, LLC a n AL LLC ~~Corporation~~, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 21st day of September, 2023.

RACHEL GALVAN
My Notary ID # 128343345
Expires July 30, 2026

Rachel Galvan
Signature of Notary Public
~~State of Florida at Large~~
State of Texas

Print, Type or Stamp
Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or

☒ DID NOT take an oath.

APPENDIX A

CONTRACTOR PASS REQUEST
THIS FORM IS AVAILABLE ON THE CITY'S ELECTRONIC SOLICITATION SITE, BIDS & TENDERS, AND BIDDERS MUST PROVIDE INFORMATION IN THE DESIGNATED AREA WITHIN THE BID DOCUMENT. (BIDDER MAY ADD ADDITIONAL ROWS.)

Vendor Name: Southern Tank Transport

Vendor Address:
800 W McNab RD
Fort Lauderdale, FL 33309

1789 Gardner Blvd
Holly Hill, SC 29059

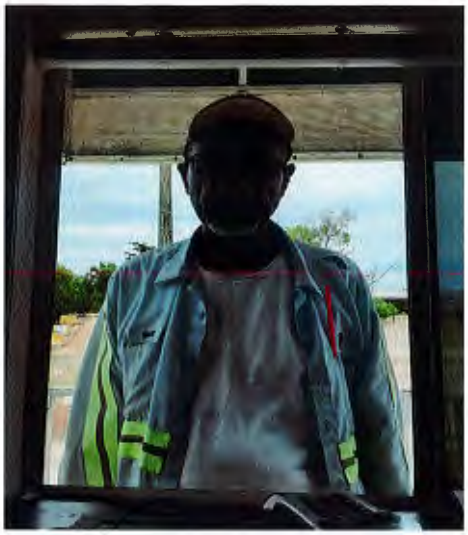
Vendor Contact Name: Matthew Sweatman

Vendor Contact Phone Number: 803-971-2860

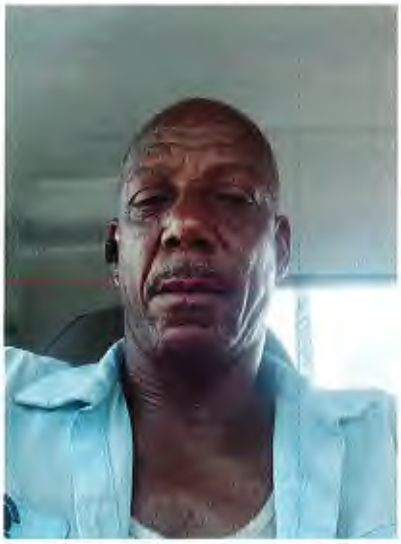
List of Contractor Employees Requiring Entry to Facilities

(Attach copy of Picture Identification for all persons listed below)

Name	Work to be Performed
Glover Gilley	Pump lime from pneumatic tanks
Hayden Gayle	
Franklyn Ulysses	
Santos George	
Jody Gardner	Pump lime from pneumatic tanks











Contract Exhibit A - Schedule of Prices

AGENCY	DELIVERED PRICE PER TON YEAR 1	DELIVERED PRICE PER TON YEAR 2	DELIVERED PRICE PER TON YEAR 3
Table 1 -- TYPE 1 - Pebble Lime			
City of Boynton Beach	$ 446.95	$ 491.65	$ 540.81
Broward County Dist. 1	$ 446.95	$ 491.65	$ 540.81
Broward County Dist. 2	$ 446.95	$ 491.65	$ 540.81
City of Coral Springs **(1)**	$ 446.95	$ 491.65	$ 540.81
Town of Davie	$ 446.95	$ 491.65	$ 540.81
City of Dania Beach	$ 446.95	$ 491.65	$ 540.81
City of Deerfield Beach	$ 446.95	$ 491.65	$ 540.81
City of Fort Lauderdale (2)	$ 446.95	$ 491.65	$ 540.81
City of Hallandale Beach **(3)**	$ 446.95	$ 491.65	$ 540.81
City of Lake Worth Beach	$ 446.95	$ 491.65	$ 540.81
City of Lauderhill	$ 446.95	$ 491.65	$ 540.81
City of North Lauderdale	$ 446.95	$ 491.65	$ 540.81
City of North Miami	$ 448.38	$ 493.22	$ 542.54
Village of Palm Springs	$ 451.23	$ 496.36	$ 545.99
Village of Palm Springs	$ 451.23	$ 496.36	$ 545.99
City of Pompano Beach	$ 446.95	$ 491.65	$ 540.00
City of Riviera Beach	$ 451.23	$ 496.36	$ 545.99
City of Sunrise	$ 446.95	$ 491.65	$ 540.81
City of Sunrise	$ 446.95	$ 491.65	$ 540.81
Village of Wellington	$ 449.79	$ 494.77	$ 544.25
TABLE 2 -- TYPE 1A – Foundry/ Rice Lime			
City of Delray Beach	$ 446.95	$ 491.65	$ 540.81
City of Hollywood	$ 446.95	$ 491.65	$ 540.81
City of Margate	$ 446.95	$ 491.65	$ 540.81
City of North Miami Beach	$ 448.38	$ 493.22	$ 542.54
City of Pembroke Pines	$ 446.95	$ 491.65	$ 540.81
City of Tamarac	$ 446.95	$ 491.65	$ 544.25
City of West Palm Beach	$ 449.79	$ 494.77	$ 544.25

APPENDIX B

2023 TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index may be found at: published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: https://www.eia.gov/petroleum/gasdiesel/
- Percentages change .5% for every $0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
$1.75	0.00%	$3.00	13.00%
$1.80	1.00%	$3.05	13.50%
$1.85	1.50%	$3.10	14.00%
$1.90	2.00%	$3.15	14.50%
$1.95	2.50%	$3.20	15.00%
$2.00	3.00%	$3.25	15.50%
$2.05	3.50%	$3.30	16.00%
$2.10	4.00%	$3.35	16.50%
$2.15	4.50%	$3.40	17.00%
$2.20	5.00%	$3.45	17.50%
$2.25	5.50%	$3.50	18.00%
$2.30	6.00%	$3.55	18.50%
$2.35	6.50%	$3.60	19.00%
$2.40	7.00%	$3.65	19.50%
$2.45	7.50%	$3.70	20.00%
$2.50	8.00%	$3.75	20.50%
$2.55	8.50%	$3.80	21.00%
$2.60	9.00%	$3.85	21.50%
$2.65	9.50%	$3.90	22.00%
$2.70	10.00%	$3.95	22.50%
$2.75	10.50%	$4.00	23.00%
$2.80	11.00%	$4.05	23.50%
$2.85	11.50%	$4.10	24.00%
$2.90	12.00%	$4.15	24.50%
$2.95	12.50%	$4.20	25.00%

ATTACHMENT A:	PARTICIPATING AGENCIES			
Below is a list of the agencies participating in this bid and their respective delivery locations:				
AGENCY	DELIVERY ADDRESS	CITY / STATE / ZIP	CONTACT	PHONE / EMAIL
Type 1 - Pebble Lime				
City of Boynton Beach	124 E. Woolbright Road	Boynton Beach, Fl: 33435	William Newsome	561-7426593 NewsomeW@bbfl.us
Broward County Dist. 1A	3701 N. State Road 7	Lauderdale Lakes, Fl: 33319	Pedro Berrios	954-831-4115 Office 954-553-0653 Mobile pberrios@broward.org
Broward County Dist. 2A	1390 NE 50th Street	Deerfield Beach, Fl: 33064	Jose Otero	954-831-4115 Office 954-234-1034 Cell jotero@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs Fl: 33065	Alvan Jones	954-345-2160 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach, Fl 33004	Nate Costa	954-924-6808 ext. 3616 ncosta@daniabeachfl.gov
Town of Davie	3500 NW 76th Ave	Hollywood, Fl: 33024	Anand Maharaj	954-327-3748
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach, Fl: 33442	Bakari Scott	954-480-4368 bscott@deerfieldbeach.com
City of Ft. Lauderdale	949 NW 38th Street	Ft. Lauderdale, Fl:	Cesar Alza	954-828-7865 calza@fortlauderdale.gov
City of Hallandale Beach	630 NW 2nd. Street	Hallandale Beach, Fl: 33009	J. Fawcett	954-457-1632 jfawcett@cohb.org
City of Lake Worth Beach	301 College Street	Lake Worth Beach:FL	Garry Baker II	561-586-1713 gabaker@lakeworthbeachfl.gov
City of Lauderhill	2101 NW 49th Avenue	Lauderhill, Fl:	Marc Celetti	954-730-3057 mceletti@lauderhillfl.gov
City of North Lauderdale	841 NW 71st. Avenue	North Lauderdale:Fl 33068	Neil Buckeridge	954-597-4757 nbuckeridge@nlauderdale.org
City of North Miami	12098 NW11th Avenue	North Miami, Fl:		
Village of Palm Springs	360 Davis Road	Palm Springs, Fl: 33461	David Burgin	561-584-8200 ext. 8718 dburgin@vpsfl.org
Village of Palm Springs	5618 Basil Drive	Boynton Beach, Fl: 33435	David Burgin	561-584-8200 ext. 8718 dburgin@vpsfl.org
City of Pompano Beach	301 NE 12th Street	Pompano Beach		954-545-7018
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach, Fl: 33404	David Salas	561-723-2741
City of Sunrise	15400 Watermill Road	Davie, Fl: 33331	Hugo Alagic	954-572-2427 halagic@sunrisefl.gov
City of Sunrise	4350 springtree Drive	Sunrise, Fl: 33351	Jose Alvarez	954-572-2427 jalvarez@sunrisefl.gov
Village of Wellington	1100 Wellington Trace	Wellington, Fl: 33414	Mike Zembrzuski	561-791-4128 mzembrzuski@wellingtonfl.gov
Type 1A - Foundry / Rice Lime				
City of Delray Beach	201 SW 7th Street	Delray Beach, Fl: 33444	Bryan Heller	561-531-0817 hellerb@mydelraybeach.com
City of Hollywood	3441 Hollywood Blvd.	Hollwood, Fl: 33021	Luis Montoya	954-967-4230 lmontoya@hollwoodfl.org
City of Margate	980 NW 66th Ave.	Margate, Fl: 33063	Richard Uber	954-972-0828 ruber@margate.com
City of North Miami Beach	19150 NW 8th Ave.	Miami Gardens, Fl: 33169	Carlos Carrazana	786-586-8395 carlos.carrazana@citynmb.com
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines, Fl:	Michael Cepeda	754-260-4505 michael.cepeda@jacobs.com
City of Tamarac	7803 NW 61st. Street	Tamarac, Fl: 33321	Anthony Licata	954-597-3775 / 3777 anthony.licata@tamarac.org
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach, Fl:33401	Lester Galloway / Sandra Feliciano	561-351-4555 lgalloway@wpb.org 561-822-2290 sfeliciano@wpb.org

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

CARMEUSE LIME AND STONE, INC.

THIS AGREEMENT is made and entered into this 11th day of OCTOBER, 2023 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Carmeuse Lime and Stone, Inc., a Pennsylvania corporation with principal offices located at 11 Stanwix Street, 21st. Floor, Pittsburgh, Pennsylvania, 15222 (the "Contractor") to provide for Furnishing, Delivery and Discharge of Quicklime.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 23-36B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 23-36B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 23-36B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 23-36B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and

regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

2.1.4 Contractor shall be required to complete and provide the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 23-36B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.

2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

- General Liability - $1M per occ. / $2M aggregate
- Automobile – $1M per occ. / $1M aggregate
- Workers Comp – Statutory

3.3 Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The contract term shall be for an initial period of three (3) years, beginning November 1, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month-to-month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

5. Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton, F.O.B. Destination. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 23-36B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A for the initial year of the Agreement shall be firm for the period from November 1, 2023 through October 31, 2024; Pricing shown in Contract Exhibit A for the second year of the Agreement shall be firm for the period from November 1, 2024 through October 31, 2025 and Pricing shown in Contract Exhibit A for the third year of the Agreement shall be firm from November 1, 2025 through October 31, 2026.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the as indicated in Exhibit A for each year of the contract for the periods from November 1, 2023 through October 31, 2024; November 1, 2024 through October 31, 2025 and November 1, 2025 through October 31, 2026.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract. Such surcharges shall be updated quarterly with notice being provided to the City as detailed in Section 5.2.3 herein.

5.2.1 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.2 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp.

5.2.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #23-36B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.2.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

5.3 **Adjustment of Price for the Effects of Government Action**: Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to

Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

5.4 **Hardship**: Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

5.5 **Pricing for Subsequent Renewal Terms**: Contractor shall propose pricing for renewal terms which shall be submitted to the City at least sixty (60) calendar days prior to the expiration of the initial contract term. Contractor shall include with the price proposal, justification and back-up materials which shall be used to validate any price increase. Contractor may utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. Additionally, Contractor may include copies of correspondence and invoices from suppliers of material, services and transportation providers which may include, but not be limited to any additional documentation which will provide validation for such increases. Contractor shall also offer the City any decreases which may apply at the time of contract renewal. Under no circumstances will the City allow for any increase to Contractor's profit at the time of renewal. Increases shall reflect a direct pass-through of any applicable costs.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 23-36B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material & Warranties

7.1. All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

7.2. Warranties. Supplier warrants that the Product shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. SUPPLIER MAKES NO FURTHER WARRANTIES

OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.

7 Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status,

sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

11 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue

Tamarac, FL 33321

With a copy to the City Attorney at the same address:

CONTRACTOR

Carmeuse Lime and Stone, Inc.
Yves Willems, President / CEO
11 Stanwix Street, 21st. Floor
Pittsburgh, Pennsylvania, 15222

12 Termination

13.1 **Termination for Convenience**: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 **Default by Contractor**: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14.3 Hardship. Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon

the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

15 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT

16 Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

17 Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18 Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22 Scrutinized Companies -- 287.135 AND 215.473

22.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

22.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23 Public Records

23.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

23.1.1 Keep and maintain public records required by the City in order to perform the service;

23.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

23.1.3 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 contract term and following completion of the contract if the contractor does not transfer the records to the City.

23.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

23.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

24 E-Verify Compliance

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation

of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25 Public Records Custodian

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

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President / CEO duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

10/12/2023
Date

Levent Sucuoglu, City Manager

10/12/23
Date

ATTEST:

for Kimberly Dillon, CMC
City Clerk

10/12/2023
Date

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

10/13/23
Date

TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

ATTEST:

Signature of Corporate Secretary

Nicholas Bonarrigo
Type/Print Name of Corporate Secy. ; VP-Legal

(CORPORATE SEAL)

Carmeuse Lime and Stone, Inc.
Company Name

Signature of ~~Yves Willem, President / CEO~~ Jonathan Bright / VP-Finance

~~Yves Willem~~ Jonathan Bright
Name of ~~President / CEO~~ VP-Finance

9/20/23
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Pennsylvania :
: SS
COUNTY OF Allegheny :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jonathan Bright, of Carmeuse Lime & Stone, Inc., a Delaware Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 20th day of September, 2023

Commonwealth of Pennsylvania - Notary Seal
Dana Brooks, Notary Public
Allegheny County
My commission expires December 31, 2025
Commission number 1281017
Member, Pennsylvania Association of Notaries

Signature of Notary Public
State of ~~Florida~~ Pennsylvania at Large

Dana Brooks
Print, Type or Stamp
Name of Notary Public

☑ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☑ DID take an oath, or

☐ DID NOT take an oath.

Exhibit A - Schedule of Prices

AGENCY	ANNUAL USAGE	DELIVERED PRICE PER TON YEAR 1	DELIVERED PRICE PER TON YEAR 2	DELIVERED PRICE PER TON YEAR 3
City of Hollywood	5550	$ 475.00	$ 498.75	$ 523.68

CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY) 12/22/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1356795 Carmeuse Lime, Inc. and all subsidiaries 11 Stanwix Street, 21st Floor Pittsburgh PA 15222	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State National Insurance Company, Inc. — 12831 INSURER B : National Union Fire Ins Co Pitts. PA — 19445 INSURER C : AIU Insurance Company — 19399 INSURER D : INSURER E : INSURER F :

COVERAGES CARMU **CERTIFICATE NUMBER:** 12043280 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	RDN-11242-CGX	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B B C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	8682553 (AOS) 8682554 (VA) 8682555 (MA)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $	N	N	RDN-11243-UMX	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 067713193 (AOS) WC 067713192 (WI)	1/1/2023 1/1/2023	1/1/2024 1/1/2024	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF TAMARAC IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12043280
CITY OF TAMARAC
ATTN: KEITH K. GLATZ
7525 NW 88TH AVENUE
TAMARAC FL 33321

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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LOCKTON®

CITY OF TAMARAC ATTN: KEITH K. GLATZ
7525 NW 88TH AVENUE
TAMARAC FL 33321

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **12043280.**

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

DocuSign Envelope ID: 07809635-C84F-4B2C-8C4B-9114B10ABBEF

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF CARMEUSE LIME & STONE, INC.

The undersigned, being all of the members of the Board of Directors of Carmeuse Lime & Stone, Inc., a Delaware Corporation (the "**Corporation**"), do hereby vote for, consent to, authorize and adopt the following resolutions by unanimous written consent pursuant to Section 141(f) of the Delaware General Corporation Law, with the same force and effect as if the undersigned had been present at a meeting of the Board of Directors of the Corporation and had voted for the same:

WHEREAS, the Corporation desires to restate its entire list of officers in order to reflect changes in the management of the Corporation;

RESOLVED, that the following persons be, and they hereby are, elected to the offices set forth opposite their names below and to hold such offices until their successors have been duly elected and qualified:

Yves Willems	President and CEO
Jack Fahler	Chief Operating Officer
Jose Voisin	Chief Information Officer
Jonathan Bright	Vice President, Finance
Jeff Bittner	Senior Vice President, Operations
Melissa Croll	Vice President, Human Resources
Alain Baert	Vice President, Engineering
Phil Piggott	Vice President, Sales and Marketing
Eric Segal	Vice President, Supply Chain
Mary D. Colin	Treasurer, Assistant Secretary
Nicholas Bonarrigo	VP Legal and Environmental, General Counsel and Secretary
David Mikan	Tax Director

RESOLVED, that the above elected officers do hereby replace and supplant the previous officers of the Corporation, and the elected officers do hereby commence to serve as officers of the Corporation from the date hereof;

RESOLVED, that the officers of the Corporation be, and they hereby are, authorized to do or cause to be done any and all such acts and things and execute and deliver any and all documents and papers as they may deem necessary or appropriate to carry out the purposes of the foregoing resolutions;

RESOLVED, that a copy of this Unanimous Written Consent of the Board of Directors be delivered to the Secretary of the Corporation with direction that it be filed and maintained with the corporate records of the Corporation.

DocuSign Envelope ID: 07809635-C84F-4B2C-8C4B-9114B10ABBEF

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Board of Directors as of the 1st Day of January, 2023.

DocuSigned by:
Yves Willems
14219454F50F470...

Yves Willems

DocuSigned by:
Jack Fahler
4730384F1649492...

Jack Fahler

Being all the Directors of Carmeuse Lime & Stone, Inc.

[Signature Page to Unanimous Consent in Writing of the Board of Directors of Carmeuse Lime & Stone, Inc.]

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 4682 Fort Worth, TX-Hub International Insurance Services 3221 Collinsworth Fort Worth, TX 76107	CONTACT NAME: PHONE (A/C, No, Ext): (817) 820-8100 FAX (A/C, No): (817) 870-0310 E-MAIL ADDRESS: ftw.service@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : National Union Fire Insurance Company of Pittsburgh, PA — 19445
INSURED Lhoist North America, Inc. 5600 Clearfork Main Street, Suite 300 Fort Worth, TX 76109-3572	INSURER B : Liberty Mutual — 23043 INSURER C : AIUA INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			016-11-3215	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			016-11-3214	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			TH7-691-468055-075	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		016-11-3216	10/1/2024	10/1/2025	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability -
CG20101219 - Additional Insured - Owner, Lessees or Contractors - Scheduled Person or Organization - Per Written Contract
CG20371219 - Additional Insured - Owner, Lessees or Contractors - Completed Ops - Per Written Contract
CG20051219 - Additional Insured - Controlling Interest - Per Written Contract
CG20111219 - Additional Insured - Managers or Lessors of Premises - Per Written Contract
CG20151219 - Additional Insured - Vendors - Per Written Contract
CG20261219 - Additional Insured - Designated Person or Organization - Per Written Contract
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Boynton Beach
Dept. of Risk Management
PO Box 310
Boynton Beach, FL 33425

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.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: LHOIST0-01 SPAT

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 4682	NAMED INSURED
Fort Worth, TX-Hub International Insurance Services		Lhoist North America, Inc. 5600 Clearfork Main Street, Suite 300 Fort Worth, TX 76109-3572 Tarrant
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
CG20281219 - Additional Insured - Lessor of Leased Equipment - Per Written Contract
CG20321219 - Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured - Per Written Contract
CG20011219 - Primary and Noncontributory - Other Insurance Condition
CG24041219 - Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Per Written Contract
CG02241093 - Earlier Notice of Cancellation Provided by Us - 90 Days

Automobile Liability -
87950 (9/14) - Additional Insured - Where Required under Contract or Agreement
74445 (10/99) - Insurance Primary as To Certain Additional Insureds
CA04431120 - Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Automatic When Required by Written Contract or Agreement
CA04491116 - Primary and Noncontributory - Other Insurance Condition
CA04221120 - Earlier Notice of Cancellation Provided by Us - 90 Days

Workers' Compensation -
WC420304B (Ed. 6-14) - Texas Waiver of Our Right to Recover from Others Endorsement - Blanket Waiver
WC990039 (Ed. 08/02) - Advance Notice of Cancellation or Non-Renewal by Us Extended - 90 Days
Workers' Compensation Other States: AL, AZ, CA, CO, FL, GA, ID, IL, LA, MO, NC, NV, PA, SC, TN, TX, UT, VA

Umbrella is Follow Form of Underlying Schedule Attached.

RE: Palm Beach Coop. - 1620 S. Seacrest Blvd., Boynton Beach, FL 33425

Certificate Holder is extended to include: City of Boynton Beach where required by written contract.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2024
forms a part of Policy No. 016-11-3214
issued to LHOIST NORTH AMERICA, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

"ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2024
forms a part of Policy No. 016-11-3214
issued to LHOIST NORTH AMERICA, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Authorized Representative or Countersignature (in States Where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

 © Insurance Services Office, Inc., 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

© Insurance Services Office, Inc., 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Named Insured:	LHOIST NORTH AMERICA, INC.
Endorsement Effective Date:	10/01/2024

SCHEDULE

Number Of Days' Notice:
90 days
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph **2.** of either the Cancellation Common Policy Conditionor as amended by an applicable state cancellationendorsement, is increased to the number of days shown in the Schedule above.

© Insurance Services Office, Inc., 2019

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 10/01/2024 forms a part of Policy No. WC016113216

Issued to LHOIST NORTH AMERICA, INC.

By A I U INSURANCE COMPANY

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

   The premium charge for this endorsement shall be 2.000 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: $8,649

Countersigned by Don Bailey

Authorized Representative

WC 42 03 04 B
(Ed. 6-14)

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ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2024 forms a part of Policy No. WC016113216

Issued to LHOIST NORTH AMERICA, INC.

By A I U INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS. D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation:	90	Days
Non-Renewal:	90	Days

Don Bailey

WC 99 00 39
(Ed. 08/02)

Countersigned by _

Authorized Representative

NOTICE OF CANCELLATION AND NON-RENEWAL TO CERTIFICATE HOLDER

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2024 forms a part of Policy No. WC016113216

Issued to LHOIST NORTH AMERICA, INC.

By A I U INSURANCE COMPANY

This endorsement, modifies Insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

We shall provide written notice in accordance with state law in the event this policy is cancelled or nonrenewed, for any reason other than non payment of premium, to those entities set out in the schedule below.

Schedule

Notice will be mailed to: ON FILE

To the attention of: ON FILE

Contract, Permit or Job Number: ON FILE

WC 99 00 45
(Ed. 07/03)

Countersigned by _____

Authorized Representative

Liberty Mutual INSURANCE

Coverage Is Provided In:
Liberty Mutual Fire Insurance Company
175 Berkeley Street, Boston, MA 02116

POLICY NUMBER:
TL2-691-468055-075

SCHEDULE OF UNDERLYING INSURANCE

(ITEM 5) UNDERLYING INSURANCE:

CARRIER, POLICY NUMBER AND PERIOD	TYPE OF COVERAGE	LIMITS OF INSURANCE
A I U Insurance Company 016-11-3216 (AOS) 10/01/2024 – 10/01/2025	Employer's Liability	**WC - Statutory** $2,000,000 BI – Each Accident $2,000,000 BI by Disease – Policy Limit $2,000,000 BI by Disease – Each Employee $750,000 Per Accident Retention
A I U Insurance Company 016-11-3217 (WI Only) 10/01/2024 – 10/01/2025	Employer's Liability	**WC - Statutory** $2,000,000 BI – Each Accident $2,000,000 BI by Disease – Policy Limit $2,000,000 BI by Disease – Each Employee $750,000 Per Accident Retention
National Union Fire Insurance Company of Pittsburgh, PA 016-11-3215 10/01/2024 – 10/01/2025	General Liability	Each Occurrence Limit $2,000,000 Damage to Premises Rented to you Limit $500,000 Any one premises Medical Expense Limit $ 5,000 Any one person General Aggregate Limit $10,000,000 Products/Completed Operations Aggregate Limit $3,000,000 $2,000,000 High Deductible Retention
National Union Fire Insurance Company of Pittsburgh, PA 016-11-3214 10/01/2024 – 10/01/2025	Automobile Liability	$5,000,000 Each Accident $500,000 Liability Deductible Note: Physical Damage is fully fronted

Servicing Office **Boston, MA**
and Issue Date **04/28/2025**

Lisa Darshan
Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

POLICY NUMBER: 016-11-3215

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Per Written Contract	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):
As Per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured):
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.
Additional Premium: $ 0
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

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This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: 016-11-3215

COMMERCIAL GENERAL LIABILITY
CG 20 15 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
As Per Written Contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and

2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.;** or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III — Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
As Per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: 016-11-3215

COMMERCIAL GENERAL LIABILITY
CG 20 28 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
As Per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:
As Per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name of Person or Organization:

Pursuant to applicable written contract or agreement you enter into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products- completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
As Per Written Contract	As Per Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

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POLICY NUMBER: 016-11-3215

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90 **days**

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Resolution No. R25-273- Approving a Piggyback Agreement with Unifirst Corporation for Uniforms with Related Products and Services in an amount not to exceed $160,000 annually.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-273.

Explanation of Request:

Utilities and Public Works have employees in job classifications that require specialized uniforms. Some positions require garments that must be cleaned using industrial-grade laundry equipment to ensure safety and sanitation. Other positions require flame-resistant (FR) uniforms that must meet regulatory standards and undergo regular inspections.

Under Section X of the City's Purchasing Policy, cooperative purchasing agreements qualify as an exemption to the formal sealed bid process, allowing the City to "piggyback" on competitively awarded contracts from other government entities. By utilizing Sourcewell's contract with UniFirst Corporation for uniforms and related products, the City of Boynton Beach benefits from compliant procurement while leveraging the economies of scale achieved through cooperative bidding. This piggyback contract will fulfill both needs by providing compliant, professionally maintained uniforms that meet industry safety standards, reduce liability, and ensure employees are equipped appropriately for their work environments.

How will this affect city programs or services? This contract helps ensure that City employees who work in Utilities and Public Works have the right uniforms to do their jobs safely and effectively. Some uniforms must be industrially cleaned, while others need special flame-resistant ratings and regular inspections. By providing these uniforms and uniform services, the City is protecting its employees, staying in compliance with safety regulations, and making sure critical services like clean water, sewer, stormwater, and fleet maintenance continue without interruption.

Budgeted Item: Yes

Account Line Item and Description: For Utilities:

The following accounts will be allocated for uniform costs:

- 401-2805-536.52-22

- 401-2810-536.52-22
- 401-2811-536.52-22
- 401-2814-536.52-22
- 401-2815-536.52-22
- 401-2816-536.52-22
- 401-2819-536.52-22
- 401-2821-536.52-22
- 401-2823-536.52-22
- 401-2824-536.52-22
- 401-2825-536.52-22

For Public Works: $20,000 from account number 501-2516-519.49-17

Fiscal Impact: Public Works: $20,000 Annually
Utilities: $140,000 Annually

Attachments:
R25-273 Agenda_Item_3725-2025_Resolution_for_Unifirst_Piggyback_Agmt (1).docx
Exhibit A to Resolution - 25-072PB Vendor Executed Agreement.pdf
UniFirstCorporation - Client Pack - 4121235.pdf

RESOLUTION NO. R25-273

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH UNIFIRST CORPORATION FOR UNIFORMS WITH RELATED PRODUCTS AND SERVICES IN AN AMOUNT NOT TO EXCEED $160,000 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City desires to purchase Uniforms with Related Products and Services; and

WHEREAS, in order to provide City departments with access to a range of uniform apparel, accessories, footwear, and related products and services, various City departments are requesting the City enter into a Piggyback Agreement with UniFirst Corporation ("Vendor") for the supply of uniforms and related products and services utilizing the Sourcewell contract RFP No. 011124; and

WHEREAS, the Piggyback Agreement will be in effect until March 25, 2028, and may be renewed for three additional one-year terms, subject to the renewal or extension of the Sourcewell contract RFP No. 011124. The total fee payable per year for the services shall be for an amount not to exceed $160,000; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve a Piggyback Agreement with Unifirst Corporation for Uniforms with Related Products and Services in an amount not to exceed $160,000 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Piggyback Agreement with Unifirst Corporation for Uniforms with Related Products and Services in an amount not to exceed $160,000 annually (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of

the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 4. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Joshua McDermott and Theresa Gonzalez to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-273

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND UNIFIRST CORPORATION

This Piggyback Agreement is made as of this __ day of _____, 2025, by and between UniFirst Corporation, a Massachusetts corporation authorized to transact business in Florida, with a principal address of 68 Jonspin Road, Wilmington, MA 01887 hereinafter referred to as "Vendor or "UniFirst", and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "Customer" or "City."

RECITALS

WHEREAS, on November 16, 2023, Sourcewell, a State of Minnesota local government unit and cooperative, issued an "Request for Proposals" (RFP) for Uniforms with Related Products and Services to result in a contracting solution for use by its Participating Entities for which they received sixteen (16) responses and subsequently awarded contracts to eight (8) vendors; and

WHEREAS, Sourcewell found UniFirst Corporation ("Vendor") to be a responsive, responsible bidder, and awarded it a four-year (4) contract commencing June 11, 2024, and terminating March 25, 2028, with an option to extend the contract for three (3) additional one (1) year terms, RFP No. 011124 ("Master Agreement"); and

WHEREAS, the City of Boynton Beach is a Sourcewell participating agency (Account # 21407); and

WHEREAS, Sourcewell instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Agreements awarded by the Principal Procurement Agency; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to provide City departments with access to a range of uniform apparel, accessories, footwear, and related products and services, various City departments are

requesting the City enter into a Piggyback Agreement with the Vendor for the supply of uniforms and related products and services; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until March 25, 2028. The Agreement may be renewed for three (3) additional one-year terms. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "Participating Entity" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the Services in an amount not to exceed One Hundred Sixty Thousand Dollars $160,000.00 per year. A copy of Vendor's Proposal for the City is attached hereto as Exhibit "B" and incorporated herein by this reference. Vendor agrees to supply, and City agrees to rent, consistent with the Scope of Service outlined on Exhibit "C" attached hereto, garments and/or other items as described on Exhibit B attached hereto and related pick-up/delivery, water-wash and repair services ("Services") from Company. For all Services procured under this Agreement the additional terms and conditions attached hereto in Exhibit "C" shall apply.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be emailed to:

   AP@bbfl.us

   Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

   The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. All invoices and related account statements shall be submitted to the City electronically. For the purposes of this Agreement, an invoice shall not be considered proper unless submitted in the required electronic format and approved by the City's Accounts Payable Director or their designee. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

   No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, the prevailing Party shall be entitled to attorney's fees and court costs.

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

   The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

   A. Keep and maintain public records required by the City to perform the service;

   B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

   C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

   D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this

Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. **E-VERIFY:** VENDOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon thirty (30) calendar days of written notice to the Vendor for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail

to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, damages, orders, judgments, or decrees, sustained by the City to the extent arising out of or resulting from (A) Vendor's breach of Agreement, (B) negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, and employees, in performing its obligations under this Agreement, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

17. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

18. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other for any special damages, speculative damages, indirect, special, punitive, exemplary, incidental, consequential, loss of profits, or other damages or losses of any kind whatsoever, no matter what the cause.

19. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

20. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

21. **ORDER OF PREFERENCE:** In the event of any conflict between or among the provisions of this Agreement, the Master Agreement, and those of any exhibit attached hereto, the priority, in decreasing order of preference shall be: 1) provisions in this Agreement; 2) provisions in the Master Agreement; and 3) exhibits to this Agreement.

22. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a

corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

24. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

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

26. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

Signature Page to follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Rebecca Shelton, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

UNIFIRST CORPORATION

(Signature), UniFirst Corporation

Wayne T Favia
Print Name of Authorized Official

General Manager
Title

(Corporate Seal)

Attest/Authenticated:

Yesenia Velazquez
(Signature), Witness

Yesenia Velazquez
Print Name

EXHIBIT "A"
AGREEMENT BETWEEN SOURCEWELL
AND UNIFIRST CORPORATION

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Sourcewell

Solicitation Number: RFP #011124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and UniFirst Corporation, 68 Jonspin Road, Wilmington, MA 01887 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All purchased Equipment and Products provided under this Contract must be new and the current model. All rented Products provided under this Contract will be new at the time each site is initially installed into service. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and when new and prior to use are free from defects in design, materials, and workmanship. All Products will be processed, mended, and finished in accordance with the generally accepted standards of the textile rental industry Supplier makes no other representations, warranties, or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use. To the extent assignable, any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

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approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

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6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees.. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

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ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

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guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	UniFirst Corporation
DocuSigned by:	DocuSigned by:
By: Jeremy Schwartz C0FD2A139D06489...	By: David M. Katz C1504866F1CF420...
Jeremy Schwartz	David M. Katz
Title: Chief Procurement Officer	Title: Executive Vice President
Date: 6/11/2024 | 1:43 PM CDT	Date: 6/11/2024 | 9:11 AM CDT

RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name:	UniFirst Corporation
Address:	68 Jonspin Rd Wilmington, MA 01887
Contact:	Jesse Daggett
Email:	jesse_daggett@unifirst.com
Phone:	903-279-1442
HST#:	

Submission Details

Created On:	Friday November 17, 2023 08:21:21
Submitted On:	Thursday January 11, 2024 08:31:57
Submitted By:	Robert Crossley
Email:	Robert_Crossley@unifirst.com
Transaction #:	91878458-cae2-4a2d-94e9-481c95f372ea
Submitter's IP Address:	207.126.196.16

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	UniFirst Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Parent UniFirst Corporation 68 Jonspin Rd Wilmington, MA 01887 (800) 347-7888 Provides uniforms and work apparel to customers throughout the U.S. and Canada primarily through managed purchase and rental programs. It also provides various facility services products, such as floor mats, mops, wiping towels, and restroom products. Manufacturing UniFirst Corporation Manufacturing Damian Carmona No 5 Ebano, San Luis, Mexico 79100 UniFirst Corporation Manufacturing Calle Antiguo Libramineto S/N Col. Altavista CD Valles, San Luis Potosi, Mexico 79050 Cardenas-Mexico Ave Municip Libre Esquina Con Higinio Olivo S/N Cardenas, SL CP 79380 UniFirst Nicaragua S.A. Km 47 Carretera Tipitapa A Masaya Zona Franca Astro Nicaragua Nave #23 Managua, Nicaragua, NI Cave City Mat Manufacturing 1 UniFirst Drive Cave City, AR 72521 Distribution Owensboro Distribution Center 2801 UniFirst Drive Owensboro, KY 42301 Mississauga Distribution Center 5250 Orbitor Drive Mississauga, Ontario, L6W 5G7 Subsidiaries: UniFirst Canada, Limited 5250 Orbitor Drive Mississauga, Ontario L4W 5G7 A separate operating unit, UniFirst Canada Ltd. manages all the Canadian Direct Sale programs for Canadian customers from their Head Office and main Distribution Centre located in Mississauga, Ontario. Rental laundry facilities are located across Canada in Montreal, Quebec City, Toronto, London, Ottawa, Pickering, Lethbridge, Calgary, Edmonton, Saskatoon and Vancouver. More than two-thirds of Canada’s population can be served from these facilities. UniTech	*

		P.O. Box 51957 295 Parker Street Springfield, MA 01151 The leading supplier of high-tech laundry and protective clothing programs to the nuclear industry. For more than 40 years, a network of strategically located facilities and a fleet of dedicated delivery vehicles and mobile units (laundry, metal decon, and respirator) have provided radiological laundry and protective wear services to nuclear facilities around the world. UniFirst First Aid & Safety 4159 Shoreline Drive St. Louis, MO 63045 (314) 344-1100 Provides companies like yours with high quality first aid cabinets, supplies and specialty kits to enable greater worker safety and full OSHA compliance. With UniFirst First Aid + Safety's combination of products, training and service, your work force will be healthier, more productive and stay on-the-job longer. UniClean 8 Industrial Park Drive Nashua, NH 03062	
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	UniFirst Corporation Manufacturing UniFirst Corporation Manufacturing UniFirst Nicaragua S.A. Cave City Mat Manufacturing UniFirst Canada, Limited UniTech UniFirst First-Aid Corporation UniClean	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0ZSG7	*
5	Proposer Physical Address:	UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887	*
6	Proposer website address (or addresses):	https://unifirst.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David M. Katz Executive Vice President Sales & Marketing UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887 Office: 978.658.8888, ext. 4060 Mobile: 978.404.6647	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marcos Branch National Account Executive UniFirst Corporation 6928 Commerce Avenue El Paso, TX 79915 Cell: 480.516.3996 Marcos_Branch@UniFirst.com	*

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Rick Shaw Director – National Account Services UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887 Office: 888-256-5255 ext. 8364 Cell: 360-852-4647 Richard_Shaw@UniFirst.com Brian Dorris Apparel Program Sales Executive UniFirst Corporation 9951 Inkster Rd. Taylor, MI 48174 248.786.9703 Brian_Dorris@UniFirst.com Scott A. Radvin National Account Manager Corporate Trainer UniFirst First Aid + Safety 3499 Rider Trail South Earth City, MO 63045 239.287.7312 Scott_Radvin@unifirst.com https://unifirstfirstaidandsafety.com/ https://www.sgworldusa.com/pages/unifirst

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	History From our modest beginnings in an eight-stall garage in Boston in 1936, UniFirst Corporation has become an industry leader and remains one of the fastest growing companies in the $39 billion Uniform and Textile Services business. Core values Our Founder, Aldo Croatti, was the Visionary who made UniFirst the industry leader it is today. His core values in business were the building blocks of our company and remain the foundation of our Corporate culture today. They are: CUSTOMER FOCUS RESPECT FOR OTHERS COMMITMENT TO QUALITY Philosophy Our mission "To Serve The People Who Do The Hard Work; Helping them succeed and deliver for what gives their lives meaning,", is a powerful commitment to taking care of our customers and our Team Partners which has always been core to our culture at UniFirst. It became clearer than ever during the pandemic that our hardworking customers make up the essential workforce in our country that is critical to supporting our communities and the economy. They are making and serving food, supporting our energy infrastructure, taking care of us when we are sick, manufacturing essential products, and much, much more. IWe certainly include our own Team Partners as part of that essential group of hardworking people as well. We are committed to conducting our business in a fair, honest, and responsible manner in accordance with all environmental and government regulations and with the highest standards of business ethics. As we enter our ninth tenth decade of service to North American business, all of us at UniFirst are working hard to ensure our company's continued leadership in the 21st. century. All of our ongoing investments and efforts are focused on accomplishing one thing, which is our number-one long-term goal: to become universally recognized as the best service provider in our industry. We recognize that staying on top depends on the level and quality of our service, and we realize that if we are to excel, we must be seen as exceptional by every customer we serve. Each UniFirst employee-partner understands this and it's their commitment and effort that will be the driving force behind our success. Listening to our customers and prospective customers is a continuing priority.

Related Longevity
UniFirst has been in business providing uniform services for 87 years. As the only public company within its industry to grow revenues every year since 1936, including each of the recent recessionary years, UniFirst may have just such a “secret formula.” UniFirst supplies and services uniforms that are “job-fitted work clothes” tailored to the needs of companies throughout the U.S. and Canada.

UniFirst’s overall Customer retention rate for the past 3 years is over 97%. Over the past 10 years our annual percentage of controllable lost accounts has remained under 5% and our contract renewal rate has actually increased year- to- year. We’ve dedicated ourselves to achieving it and as a result are widely recognized as being the premium service provider in the industry. With industry averages approaching 90%, we believe we are setting the pace for business retention in the industry as the Premium Supplier. Our “Customers for Life” programs and overall business philosophy is a key differentiation between UniFirst and its competitors.

Products
Standard Work-wear:
From factory coveralls to lab coats, to foodservice smocks – UniFirst’s Industrial Wear line offers apparel for workers in virtually every occupation. Beyond a complete selection of primary garments, cover-ups, and outerwear, UniFirst also provides accessory items like gloves, hats, footwear, and protective gear - making "head-to-toe" outfitting more than just a marketing slogan. Most of the line's apparel items boast our Industrial Laundry Safe seal, meaning they are ideally constructed to hold up to UniFirst's rigorous industrial laundry process.

Compared to home laundering, we use stronger detergents, longer agitation cycles, and higher temperatures to get even hard-use clothing their cleanest. UniFirst currently self-manufactures 607% of its overall industrial garment needs.

Flame Resistant Apparel:
Wherever business is hot (literally), UniFirst is on the job. Our Fflame-rResistant (FR) apparel offers important secondary protection from flash fire, electric arcs, and other potentially hazardous flame conditions. Our FR garments look and feel comfortable but offer great durability and the added protection of flame-resistance. UniFirst currently self manufactures over half of its overall FR needs. UniFirst also carries Flame ResistantFR Aapparel specific for the foodservice industry - Samples are available.

Hi Visibility Garments:
For those whose jobs place them in potentially hazardous traffic environments, UniFirst offers the latest HIGHVISIBILIY WORKWEAR SOLUTIONS. Our ANSI compliant Hi-Vis garments make workers visible to drivers at much greater distances than simple enhanced visibility wear. And workers who are more easily seen by motorists and oncoming traffic are safer and happier on the job.

Corporate Casual Attire:
All across North America, the casual dress trend has taken hold. But the need for professional polish remains as strong as ever. UniFirst responds with Corporate Casual attire that allows employees to "dress down" while maintaining a decidedly business-like look. Our growing Corporate Casual line includes hundreds of items, all available with our own embroidered or screen-printed personalization. In this and other product categories, UniFirst offers the industry's fastest new installation and replenishment service available, thanks largely to our ISO 9001:2015 registered, 320,000 sq. ft. Owensboro, KY Central Distribution Facility, the only such facility in the industrial rental garment business.

Floorcare and Dust Control Services:
Creating a safe, attractive workplace is a process that begins from the ground up. It's no wonder, then, that UniFirst's floorcare products are underfoot in offices and factories from coast-to-coast. Through our rental programs, we regularly clean and rotate items, saving businesses significant maintenance time and expense. Supplying walk-off and logo mats; scraper and anti-fatigue mats; wet and dry mops; as well as various wiping products, UniFirst keeps workplaces clean and inviting, while protecting employees and your Members alike.

UniFirst self-manufactures over 97% of its total floorcare needs (mats and dust mops) from its Arkansas manufacturing facility so that we provide customers with an even greater level of color selection, and overall value than was previously available.

In business, quality and image are around-the-clock imperatives, often extending beyond work apparel. Restroom Services from UniFirst benefits both a company's employees and its Customers. Products such as hand soaps, sanitizers, air fresheners, disposable towels and tissue, as well as required dispensers, address health and sanitary concerns, while conveying a focus on cleanliness that speaks of a total commitment to quality.

		Services When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product). Rent, lease, or buy work uniforms Sourcewell's Members can assume as little or as much responsibility as they wish for their overall uniform program by electing to rent, lease, or buy. With the proper care and ongoing maintenance, Members can be assured their UniFirst workwear (and facility service) products are always in top shape. Work Uniform Rental includes program administration, laundering, delivery, repairs, replacements, and more. UniFirst full-service uniform rental programs include: When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your Member's choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member's employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product). How our rental programs work More than 270 UniFirst service centers throughout the U.S. and Canada provide a total uniform and Facility Service package. With a full-service rental program, you get: • Professional on-site needs analysis • More than 40,000 in-stock product SKUs to choose from • Measurement/fitting of each wearer conducted at your location(s) • Specified number of garments for each individual • Professional laundering and finishing • Regularly scheduled uniform deliveries and product replenishment • Inspection of all work clothing for rips, flaws, missing buttons, etc. • Automatic garment repairs • Automatic replacement of overly worn or damaged garments • Inventory control with itemization by employee (or product) • Quick outfitting of new employees • Full program management Triple Pro Service You will get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Service Representative who'll keep your program running smoothly day- in and day- out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request. Every delivery day your Route Representative will check with you to see if there are any new employees to be added to the program. If there are, these additional people will be documented on the invoice. If you don't want to wait until your next delivery day, call your local UniFirst office and ask to speak with the Customer Service Rep. The Route Representative will size all new employees (or you can give their sizes over the phone) and uniforms will be ordered within 24 hours. You can expect stock garments in standard sizes to arrive on the next delivery day. Non-stock garments or non-standard sizes will take a little longer. For rental uniforms UniFirst does not measure your employees. Rather, we have your employees actually try on the garments, as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive, greatly assists the sizing process.	
11	What are your company's expectations in the event of an award?	In the years UniFirst has held the contract for uniforms, we've grown Sourcewell (formerly NJPA), to be our largest National Account Preferred Vendor program with annual revenues exceeding $10M. In the event we're able to re-secure Sourcewell' s uniform contract we are confident our program will, at a minimum, double over the course of the contract if not grow 2.5-3X based on our experience, ongoing sales efforts, management and rep awareness of the program and all the marketing and educating of Sourcewell members and/or prospective members these past years.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	UniFirst has been in business providing uniform services for 87 years. As the only public company within its industry to grow revenues every year since 1936, including each of the recent recessionary years, UniFirst may have just such a "secret formula." UniFirst supplies and services uniforms that are "job-fitted work clothes" tailored to the needs of companies throughout the U.S. and Canada. Strong Financial History Long history of consistent growth, including during recession Stable, contractual revenues in the core laundry business Strong cash flows UniFirst is debt free, our Debt Free/Cash Rich balance sheet position, allows us to commit to our industry leading product/facility reinvestment. That reinvestment will allow your members to enjoy the best-in-class service from the Premium Supplier in the industry for the life of the Sourcewell Uniform Program partnership . . . UniFirst had no long-term debt outstanding as of August 26, 2023. UniFirst has cash, cash equivalents and short-term investments totaled $89.6 million as of August 26, 2023. . . and is essentially debt-free for over 10 years. As the only public company within its industry to grow revenues every year since 1936, including each of the recent recessionary years, UniFirst may have just such a "secret formula." UniFirst is debt free, our balance sheet position allows us to commit to our industry leading product/facility reinvestment. That reinvestment will allow you to enjoy the best-in-class service from the Premium Supplier in the industry for the life of the facility service partnership. FY 2023 Revenues: $2.233 Billion . . . an increase of 11.6% over previous FY. Please see the attached "UniFirst Quarterly Report or the quarterly period ended November 25, 2023."	*
13	What is your US market share for the solutions that you are proposing?	16%	*
14	What is your Canadian market share for the solutions that you are proposing?	17%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	During the fiscal year ended August 26, 2023 ("fiscal 2023"), we manufactured approximately 60% of the garments we placed in service. These were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize within our sourcing strategy to balance demand and optimize costs. Because we design and manufacture a majority of our own uniforms and protective clothes, we can produce custom garment programs for our larger customers, offer a diverse range of such designs within our standard line of garments and better control the quality, price and speed at which we service such garments. Headquartered in Wilmington, Massachusetts, we are a North American leader in the supply and servicing of uniform and workwear programs, as well as the delivery of facility service programs. Together with our subsidiaries, we also provide first aid and safety products, and manage specialized garment programs for the cleanroom and nuclear industries. We manufacture our own branded workwear, protective clothing, and floorcare products, as well as offer products from industry leading suppliers; and with 270 service locations, over 300,000 customer locations, and approximately 16,000 employee Team Partners, we outfit more than 2 million workers each business day.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	UniFirst is in good standing in the state of its incorporation, is qualified to do business in each state in which it proposes to provide products and/or services and has all licenses and permits necessary or required to provide such products and/or services. UniFirst operates the largest network of ISO 9001:2015 Ccertified laundry facilities in the world. It has manufacturing facilities, and its primary distribution center is ISO 9001:2015 Certified. This process includes the creation of detailed training and communication programs for all team partners on maintaining appropriate procedures for quality and service controls. UniFirst maintains a state-of-the-art distribution center in Owensboro, Kentucky and three ISO 9001-2015 Certified garment manufacturing facilities in Mexico and also a manufacturing facility in Nicaragua. In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms we offer through our uniform programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage. UniFirst belongs to the following Associations: Food Service Grocery Manufacturers/Food Products Association American Association of Meat Processors International HACCP Alliance. Environmental Uniform and Textile Service Association (UTSA) Textile Rental Services Association (TRSA) Laundry Environment Stewardship Program (LaundryESP®) U.S. Green Building Council (USGBC) Canada Green Building Council (CaGBC). Energy Star and Green Lights® Business Partner Green SealTM certified. Eco-LogoM certified. Healthcare AORN (Association of Operating Room Nurses) APIC (Association for Professionals in Infection Control and Epidemiology) ASHES (American Society for Healthcare Environmental Services) NADONA (National Association Directors of Nursing Administration) NFSI (National Floor Safety Institute), We also offer food industries specialized uniform programs that are consistent with the guidelines of Hazard Analysis Critical Control Point (HACCP) and the Global Food Safety Initiative (GFSI).	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	We manufacture our own branded workwear, protective clothing, and floorcare products, as well as offer products from industry leading suppliers; and with 270 service locations, over 300,000 customer locations, and approximately 16,000 employee Team Partners, we outfit more than 2 million workers each business day. As such, to the best of our knowledge and belief, and without any duty of investigation, we have no knowledge, in the last 10 years of any suspension or debarment proceedings that apply to UniFirst as defined under 48 CFR Chapter 1 - Federal Acquisition Regulation.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Our Company continues to be honored by communities throughout North America for our environmental efforts. Utilities in Missouri and Texas, for example, presented UniFirst with “gold” awards for water safety and environmental-friendly treatment processes; other sanitation districts from Virginia to Kansas have also presented UniFirst with “Green” awards for the care we take in protecting local environmental resources. We have even been recognized for our environmental efforts within the specialized field of laundering and decontaminating apparel for the nuclear power industry. Exelon Corporation, one of the nation’s largest nuclear power providers, presented our company with its Environmental Leadership Award, citing our “lengthy record of (processes and) services that are environmentally responsible, safe, and of superior quality.” These are just a few of the many types of awards and recognitions we	

receive every year.

UniFirst has secured the No. 9 spot on Apparel magazine's "Top 50" apparel companies list. This is the 13th consecutive year that Apparel magazine ranked UniFirst as one of America's top 50 apparel companies, and the second time the company has appeared in the top 10. To be eligible for the Apparel listing, public companies had to record at least $100 million in annual sales; rankings were based on overall performance and financial management. UniFirst appears in the top 10 alongside some of America's most popular clothing companies including Nike, Canadian Goose, and lululemon athletica.

UniFirst has, once again, been named to Selling Power's list of "50 Best Companies to Sell For." We've been a mainstay on Selling Power's list for nearly two decades and this is a testament to our world-class sales team and the customer-driven sales culture we've built here. For 2023, our ranking moved up to 22.

Wilmington, Mass. (November 2022) – UniFirst Corporation (NYSE:UNF), a North American leader in providing customized business uniform programs, facility service products, and first aid and safety services, received the 'Content Management Master' award at the annual Seismic Shift Customer Conference, held last week in San Diego, CA. The award demonstrates UniFirst's success in leveraging the Seismic sales enablement platform to create a content-rich environment that sales teams can use to provide customers and prospects with the information they need to make informed buying decisions.

Wilmington, Mass. (January 2022) – UniFirst was named a silver winner in the 11th annual Best in Biz Awards in the Corporate Social Responsibility (CSR) Program of the Year category. Best in Biz Awards is an independent business awards program judged annually by prominent editors and reporters from top-tier publications in North America. 2021 marked a year that drew intense competition from more than 700 entries from public and private companies of all sizes and spanning all geographic regions and industries in the U.S. and Canada.

This year's judges were particularly focused on the winning companies' resilience and adaptability that allowed them to manage within and to overcome the COVID-19 pandemic-related challenges of the past 20-plus months for the betterment of the communities in which they serve while attaining annual business goals. Companies were also judged on levels of dedication to their customers and targeted efforts made to maintain and deepen their commitments to communities and the environment during these tough times.

UniFirst was named this year's silver winner based on the company's swift and compassionate response to the COVID-19 pandemic to support its employee team partners, customers, and local communities to help keep businesses up and running. Among the many purpose-driven efforts included the company's involvement with local Chambers of Commerce throughout North America to help facilitate UniFirst donations of significant supplies of face masks, hand sanitizer, and other PPE where they were needed most. This included a sizable donation made to The Greater Boston Food Bank consisting of 500,000 disposable masks, nearly 200,000 reusable face masks, and over 120,000 bottles of hand sanitizer. GBFB's then shared these items across 600 food distribution partners in 190 cities and towns.

Wilmington, Mass. (October 2021) – UniFirst was awarded two separate Community Service Awards by the Textile Rental Services Association (TRSA), an international organization representing linen, uniform, and facility services companies. *

The TRSA Community Service Awards recognize Operators and Associates whose volunteer projects make significant contributions to their local communities. UniFirst earned one award in recognition of "company efforts," while the other accolade recognized "employee/staff contributions."

UniFirst Corporation and its employee Team Partners have a history of mobilizing precisely when they're needed most in the communities in which they live and serve. This was especially evident throughout the COVID-19 pandemic. In 2021 alone, UniFirst donated significant supplies of facemasks, hand sanitizer bottles, and personal protective equipment (PPE) to communities and essential workers throughout the U.S. and Canada, including donations of over a million dollars-worth of safety supplies to The Greater Boston Foodbank.

UniFirst's Corporate Social Responsibility (CSR) efforts have been instrumental in not only inciting additional local-level support from UniFirst employee Team Partners, but also bringing to light important overarching social and environmental issues that inspire the company's corporate executives to do even more.

		The TRSA supports the linen, uniform, and facility services industry by building and promoting a stronger, safer, and more environmentally conscious community through advocacy, education, certification, research, benchmarking, and information-sharing. For more information about UniFirst's community service efforts, please visit CSR.UniFirst.com. Top 5, A+ ranking on list of "America's Most Trustworthy Public Companies" (TGF Analytics). Forbes' Platinum 400 List "Best Big Companies in America." Forbes Magazine Names UniFirst Corporation to its 2019 America's Best Employers List. UniFirst has been selected as one of "America's Best Large Employers" for 2019. The list ranks the top 500 employers across 25 different industries in the United States… Glassdoor's "25 Best Companies for Career Opportunities" list. UniFirst Ranked by Newsweek as One of "America's Best Customer Service" Providers 2020. UniFirst has been included on Barron's second annual list of the 100 Most Sustainable Companies in the United States… Boston Globe's "Top 100 Performing Companies" list. All companies on the list are judged by their increased sales, profits, and return on shareholder's equity. Capital IQ, a Standard & Poor's business, provided the analytics for this year's Globe 100 using Securities and Exchange Commission filings and corporate reports. UniFirst was once again recognized for its commitment to diversity from two different organizations—2020 Women on Boards and the TRSA (Textile Rental Services Association). UniFirst has won a 2019 APEX Award of Excellence for the design and implementation of the company's recent President's Club promotional mail campaign. This is the second consecutive APEX award that UniFirst has earned for their marketing communications programs—last year having won an award for the cover design of the company's Uniform Rental Catalog. This year's winning entry focused on UniFirst's President's Club, a prestigious designation that recognizes and rewards top salespeople for achieving challenging year-long sales goals. UniFirst has won a Bronze Stevie® Award for its LEAP (Leadership, Education, and Performance) management development program in a new category for 2019—Sales Recruitment Initiative of the Year…	
20	What percentage of your sales are to the governmental sector in the past three years	Government sector sales falls under "Other" (16%), which includes: • Oil and Gas Extraction, • Government, Retail, • Other Industries	*
21	What percentage of your sales are to the education sector in the past three years	The Education sector sales (15%), falls under "General Services," which includes: • Business Services • Health and Educational Services	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	UniFirst is an approved contracted supplier for these and other Group Purchasing Organizations (GPOs): Amerinet Champs Group Purchasing MedAssets Premier Sales volumes are confidential.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	UniFirst does not have any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that we hold.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
We are reluctant to provide names.	and contact information n what may become a public document	i 480.516.3996,	*
Out of respect for our Customer's valuable time, and the effort they expend in serving as references, we refrain from publishing their contact information until you have committed to calling them.	We will be happy to disclose their names and contacts to you when we move to the next stage of this process.	480.516.3996,	*
Marcos Branch, your National Account Executive: Cell: 480.516.3996, will notify the references and tell them to expect a call from the person you select.	We know you will appreciate this policy should you become a referenceable account.	480.516.3996,	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
TBP	Government	Virginia - VA	Uniform/Facility Services Rental	$1,905 (Average weekly invoice)	$297,201	*
TBP	Non-Profit	Washington - WA	Uniform/Facility Services Rental	$1,874 (Average weekly invoice)	$292,288	*
TBP	Government	Virginia - VA	Uniform/Facility Services Rental	$1,650 (Average weekly invoice)	$257,451	*
TBP	Government	North Carolina - NC	Uniform/Facility Services Rental	$678 (Average weekly invoice)	$105,710	*
TBP	Education	California - CA	Uniform/Facility Services Rental	$672 (Average weekly invoice)	$104,836	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Direct employees across the US and Canada for Sales = 1288, and for Route Service Team partners that overlap with delivery and Route Sales = 2542	*

27	Dealer network or other distribution methods.	We manufactured approximately 60% of all garments we placed in service during fiscal 2023. These garments were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontracted manufacturers that we utilize within our sourcing strategy to balance demand and optimize costs. The balance of the garments used in our programs are purchased from a variety of industry suppliers. While we currently acquire the raw materials with which we produce our garments from a limited number of suppliers, we believe that such materials are generally readily available from other sources. To date, we have experienced limited difficulty in obtaining any of our raw materials or supplies although at certain times, we have sourced raw materials or supplies from alternative sources or experienced costs increases for such raw materials and supplies. Currently, we also manufacture approximately 99% of the mats we place in service at our plant in Cave City, Arkansas. We manufactured approximately 67% of all garments which we placed in service during fiscal 2019. These garments were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize to supplement our manufacturing capacity in periods of high demand. The balance of the garments used in our programs are purchased from a variety of industry suppliers. Currently, we also manufacture approximately 97% of the mats we place in service at our plant in Cave City, Arkansas. We note that our three apparel manufacturing plants in Cardenas, Valles and Ebano, Mexico have been awarded ISO 9001:2015 certification by Perry Johnson Registrars, an internationally recognized certifying authority. This ensures that the garments and emblems we design are produced with better quality, greater economy, and shorter response times to our customers. This ISO 9001:2015 certification speaks volumes about our commitment to quality in general and in particular about the quality manufacturing management systems that UniFirst now has in place at these garment manufacturing facilities. The output of these plants is shipped directly to our ISO 9001:2015 certification Distribution Center in Owensboro, KY for subsequent utilization by our customer service centers located throughout North America. This state-of-the-art Owensboro Distribution Center has systems and processes that allow for the incredibly fast delivery of products to our customers. * Fast, accurate delivery -- UniFirst has invested over $35 million in the state-of-the-art distribution center in Owensboro Kentucky, designed from the ground-up to support high-volume National Account service requirements. In-stock product can be picked, routed, inspected, packed and shipped within five (5) business days. UniFirst's centralized distribution center in Owensboro, KY is a state-of-the-art facility which improves shipping and labor costs and increases the service level we can provide Sourcewell. With regard to our delivery partners, our preferred freight provider is UPS. UniFirst and UPS have partnered to provide our customers with the fastest delivery timeframe in the industry. Our Distribution Center's strategic locations (90 minutes from UPS's largest U.S. sorting facility), allows for prompt processing at UPS distribution. Additionally, UPS and UniFirst have the UPS entire "first sort" completed by the time each trailer leaves the UniFirst distribution facility. All tracking information is stored with each order placed, and is available for review immediately after shipment. In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms the Company offers through Rental Programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage. UniFirst has excellent geographic coverage for rental programs. We have extensive rental service operations. Our network of over 270 Locations, serve Customers in 44 US States & the majority of Canada (not in HI, MT, ND, SD,WY and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider. All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider. We serve over 300,000 customers throughout North America, putting nearly 2 million people in work apparel each business day.

28	Service force.	476 Service force	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Every delivery day your Member's Route Representative will check with you them to see if there are any new employees to be added to the program. If there are, these additional people will be documented on the invoice. If you they don't want to wait until your their next delivery day, they can call your the local UniFirst office and ask to speak with the Customer Service Rep. The Route Representative will size all new employees (or you they can give their sizes over the phone) and uniforms will be ordered within 24 hours. You They can expect stock garments in standard sizes to arrive on the next delivery day. Non-stock garments or non-standard sizes will take a little longer. For rental uniforms UniFirst does not measure your employees. Rather, we have your employees actually try on the garments, as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive, greatly assists the sizing process.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route service representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enables us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations. We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our “Customers for Life’’ program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement. UniFirst’s business hours are 8:00 A.M. to 5:00 P.M. daily local time (holidays and weekends excluded). To ensure Sourcewell and its members will have direct access to National Accounts we will also customize internal communication tools for your Member’s employees. An example of those communications would be a customized 800 phone hotline, email (example: (MEMBER)@unifirst.com) and customized posters on all sites so that local people know who to contact for assistance and how to contact them. Your members experience countless customer interactions every day, so it’s important that all of their team members look their best. As your uniform and facility services provider it’s our job to make that happen. To accomplish this, we take a team approach to servicing your accounts. Your local UniFirst service team consists of the following trained service professionals working on your Member’s account all the time.... *Route Representative . . . they keep the program running smoothly day in and day out. They are responsible for picking up dirty uniforms and delivering clean ones. There’re also empowered to replace worn garments as needed, provide size exchanges and to handle any service issue on the spot. They are in short, the embodiment of UniFirst. *Service Manager . . . Their primary responsibility is to see to it your members are getting everything they need when they need it. *Customer Service Rep . . . available to provide immediate telephone assistance. In addition, this local team is aided by the National Account Service Team. Led by Sourcewell’s dedicated Account Executive (Marcos Branch Marcos_Branch@UniFirst.com), this team is available in the event an issue needs extra attention, or your Member is not satisfied with our local response. Simply use the Service Hotline to communicate the issue. We will work with your Members and our local service team to ensure your Member’s issue is resolved to their satisfaction, quickly and efficiently. UniFirst Contact Information: Local Service Team: Call the local phone number provided on the weekly invoice. Account Executive: Marcos Branch (contact via Hotline) Service Hotline: 877-382-4629 or membernamehotline@unifirst.com If the local service team does not resolve the issue in the time specified, please contact the national account department using the dedicated Hot Line phone number or email.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	UniFirst Corporation is a North American leader in providing customized business uniform programs, facility service products, and first aid and safety services. We operate the largest network of ISO-9001 certified laundry facilities with more than 270 service locations throughout the U.S. and Canada. Specifically, within the US we are present in 44 states excluding HI, MT, ND, SD, WY, and AK.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Rental laundry facilities are located across Canada in Montreal, Quebec City, Drummondville, Toronto, London, Ottawa, Scarborough, Fredericton, Lethbridge, Calgary, Edmonton, Reed Deer, Grand Prairie, Saskatoon, Regina, Taber, Medicine Hat, Vancouver, Kelowna, Barrie, Vaughn, Sussex, Dartmouth, and Fort McMurray. UniFirst looks forward to continuing and expanding upon our existing successful relationship with Sourcewell and across Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Specifically, within the US we are present in 44 states excluding HI, MT, ND, SD, WY, and AK. More than 85% of Canada's population can be served from our Canadian facilities.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	UniFirst will fully service all Sourcewell participating entity sectors that fall within our service territory. All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For Hawaii and Alaska locations that we do not directly service, we subcontract to local service providers who currently service some of our existing National Account Customers who have other locations outside of these areas. Further discussions are required for participating entities who are solely located in either Hawaii or Alaska. Please note that due to the cost of doing business in Alaska and Hawaii, Subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a Subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The goal of the UniFirst marketing program is to create a consistent understanding of our partnership both internally and externally. We leverage multiple channels for communication to get this message across in the most effective and relevant way possible. Our local team members are eager to expand on our existing successful national partnerships because they know how it leads to professional success. Our marketing material is simple and effective and speaks of the relevant concerns of your members and our local team's ability to successfully create partnerships. We are very dexterous in our ability communicate with your members and our local teams. It is the design of our marketing that ultimately creates that facilitates habits and behaviors that are conducive to success. We do this today and have been successfully promoting this opportunity. Please see the attached "Sourcewell sample welcome kit."	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	UniFirst manages and optimizes its comprehensive internet-based Search Engine Optimization (SEO) and Search Engine Marketing (SEM) prospecting program to maximize UniFirst brand exposure via the web, gain increased website traffic to UniFirst.com, collect more qualified sales leads, and increase closed sale dollars directly related to these efforts. Programs include trackable results, reporting, and analyses, as well as direct ROI information. UniFirst Digital Marketing programs are intended to improve quality and numbers of current sales leads and conversions to new rental sales via UniFirst.com contact forms and call-ins to MRD. The goal is to continually increase related revenues annually, primarily through more targeted efforts and campaigns performed by our Digital Marketing Specialists, increased AdWord-type spends to include target markets/keywords, Shopify pages, and social media advertising. But, over time, the biggest boost we expect will come with the integration of our Marketo/Call Tracking platform and Microsoft Dynamics. This provides additional ROI long-term via more accurate program tracking, as well as email marketing and other ongoing prospect “nurturing” opportunities, like ongoing targeted email campaigns to sales prospects, leading to improved results. UniFirst invests in cutting-edge Digital Marketing technologies to better compete in today’s digital age and to effectively manage, track, and measure accurate ROI on all DM programs. Programs allow us the ability to more effectively run and more accurately report on DM activities, campaign data, testing, appointments, and sales results, as well as call-in leads and all sales leads from website form submissions. The following are some DM technologies that UniFirst currently invests in for both SEO and SEM: Marketo, CallTrackingMetrics (CTM), SEMrush, Web-CEO, SEOmoz, Premium Store Locator (zip code lookup), Google AdWords, Bing Search Ads, Google Remarketing/Retargeting, Social Media Advertising (Facebook, Instagram, Twitter, LinkedIn, etc.), Shopify (online catalogs), ZMags (interactive, flip-catalogs online), Google Reviews, Google Local Search	*
38	In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	It's clear that you're focused on the success of this partnership like we are. Your support and buy-in is vital to long term mutually beneficial success. Our ability to coordinate our communication is one that will open many doors for both our organizations on the local level.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase. Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified. All our uniform rental items are available for your Customers to purchase. You may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain & Port Authority. UniFirst can offer a custom e-procurement storefront web site personalized with for your Customer’s graphics and content. Your Customer’s logo can be included to give the feel the web site is an extension of their entity. The custom web site would only offer products and prices defined in the Contracted Offer. Orders can be transacted directly from the e-procurement web site. The e-procurement storefront is full-featured and completely functional with item personalization, order history, product specification, product graphics, purchase/spending limits. Once registration is completed each user would have a unique username and password with settings defining their authorized web site. The custom web storefront would be presented to the individual once logged in. A brief list of e-procurement storefront features and capabilities include: • On-line Registration for the Program by employees via the Storefront. • On-line Order placement by registered employees via the Storefront • On-line Order placement by a purchasing agent on behalf of a group of users. • On-line Order history review by registered employees or by a purchasing agent on behalf of a group of users. • The Program will manage specific products, attributes, and pricing and personalization options for your contracted offer. • Purchase Limits via our Managed Program module. Your Customer’s balances would be loaded here • Tracking and enforcement of pre-defined spending limits at the individual employee level. • Payment methods available are: Accounts receivable (A/R), Credit card, and Individual purchase limit (A/R). • In addition to the products included in the offer, the entire UniFirst product catalog can be accessed, if desired, by a separate registration. • Accessible 24 hours, seven days a week. • On-line display by login showing spend by employee, if applicable. • Estimated Delivery Date	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	UniFirst can provide training or instruction for our goods and services through the local Service Centers. At the time of your Member's transition. The Account Executive can help identify further areas that your Members feel may require further instruction. Additionally, they may contact the Customer Service team at the local Service Centers for further assistance. For Rental Programs during implementation, a dedicated account executive will coordinate the time and efforts of our Site General Manager, District Service Manager, Route Sales Representative, Office Services Personnel, & Customer Services Representatives. The account executive will coordinate with your Member's representative to ensure their site managers are informed of the implementation plan the same time UniFirst managers are. We will require the willing participation of a site representative or representatives (perhaps from each functional area . . . defined to mean any area or group that requires individual billing) to attend site installation planning meetings, and a meeting room within your Member's facility suitable for sizing and meeting purposes. Employees will have to be made available for sizing purposes, according to an agreed upon plan and schedule; and ideally Member's should have available pre-prepared forms that detail each employee name (by sizing group), indicating the type and quantity of garments that each individual is entitled to receive. Necessary site permits, if any, will have to be secured and any site orientation sessions, including any safety programs that our employees may be required to attend, will also have to scheduled and coordinated. Visits are planned with each functional group (i.e. plant manager, safety manager, buyer, etc. …) prior to the installation of services. During this visit, our representatives will introduce UniFirst and explain the uniform rental process in detail, being careful to answer any and all questions fully. Orientation pieces entitled "Welcome to UniFirst" will also be left in each functional area. Following installation, repeat visits will be scheduled to ensure that each functional area and each employee fully understands the Member/UniFirst uniform services program. We will have a UniFirst service team of suitably qualified personnel in place to support the supplies and services being offered to the Members. In the implementation and day-to-day servicing of a program, questions and issues can and do come up. The UniFirst service team will be there to support the Members and deal with questions and issues effectively and quickly. Your Member's service team will consist of… • Customer Service Manager . . . His/Her primary responsibility will be to see to it Members are getting everything they need when they need it. • Customer Service Reps . . . Committed to exceeding your Member's expectations. Customer Service Reps are trained service professionals that are empowered to deliver consistent and reliable service every day. If service issues arise our Customer Service Reps will be ready to resolve any problems your Members may have. • Account Executive . . . Provides direction and council to our Customer Service Reps. The Account Executive will coordinate any changes to the established Member's program. In addition, he/she will audit performance and work to ensure that we perform up to your Member's expectations. To assist and guide your Member's team through a Direct Purchase program we can provide them with" • A classroom style training introducing the features of the program. We can review the basic set-up of an account; step-by-step demonstrated the ordering process and walk the user through the final steps in placing the order. One location, one- or two-day training session. • Training is normally done by scheduled conference call with Users accessing their own custom website with practice orders being placed. • Provide documentation to highlight the one... two … three's… of the storefront and the ordering process • Or, if they decide to go it alone their storefront will be designed with an easy to access help feature • Our professionally trained Customer Service Representative are ready to resolve any	*

		problems your Member's may have UniFirst can help you design a training program to fit your Member's needs. The portal is guaranteed to be as easy to use as many found on the web today, but there may be questions. We can also provide instruction on how to access the portals for reporting or Direct Purchase programs.	
41	Describe any technological advances that your proposed products or services offer.	Our most recent product innovation was a 65/35 shirt fabric weight coverall with knit cuffs, grippers and pocketless added to our line. This product is being tested with great success with a food manufacturer who was looking for a solution to cut costs associated with the most recent donning and doffing regulations. Because this garment is quicker to get in and out of than a traditional shirt and pant, it can save on the amount of time that it takes for your employees to get to the production floor. Another benefit to this garment is that it is .05 less per piece total cost resulting in a significant savings annually. (Quick example on 5,000 employees x .05 x 11 x 52 = $143,000 potential annualized savings). Another side benefit has been employee satisfaction. Employees that work in a hot environment welcome the fact that the pant portion of the coverall is significantly lighter weight than the tradition 65/35 pant fabric. UniFirst believes in continually doing business better: remaining committed to innovative approaches toward our systems and service offerings with the underlying belief that our ability to follow advances in science and technology can only mean greater benefits for our customers, our Team Partners, and our company. Our UniFirst Business Solutions (UBS) system is tablet based route accounting. Route service personnel check-in with customer contacts to get information on new employee uniforms needed, inventory changes, etc., service the account, check back with the customer contact to review the on-line invoice, including corrections. When your site contact signs the screen, all adjustments are already made, and the invoice goes to the cloud. UBS includes garment tracking establishing & maintaining chain of custody. This includes scanning at customer sites, and tracking through the UniFirst laundry facilities. This tracking assures uniform wearers uniforms come back to them from UniFirst every week, it also helps reduce garment loss charge expenditures. UniFirst has long maintained a leadership position in developing and implementing technology for the textile service industry. From our ISO 9001:2015 certified state-of-the-art Distribution Center (325,000 Sq. Ft.), our newly implemented PeopleSoft platforms with deliverable eCommerce solutions via the Internet, to our new CRM system, UniFirst is leading the industry in delivering advanced business solutions. Capital reinvestment in technology for new systems and automated facilities continues to exceed that of our competitors. We welcome the opportunity to host your supplier selection team at any of our operations to further demonstrate the UniFirst difference. The UniFirst fleet of customer delivery and support vehicles follows proper maintenance schedules and all our drivers consistently follow best practices to conserve fuel consumption. We use "Roadnet® Route Optimization," which consolidates routes for increased efficiencies. By driving significantly fewer miles, we're drastically reducing our carbon footprint. This is an ongoing initiative being followed by our delivery vehicles throughout the United States and Canada. The benefit to your Members: We're driving fewer miles each day, keeping costs and emissions down, while delivering the same levels of excellence in service to our customers. UniFirst also uses electric-powered vans for customer deliveries. The vans, which produce zero emissions, are currently being used in Stratford, CT and Chicago, IL—two densely populated areas that offer the biggest opportunity for UniFirst to make significant reductions in carbon emissions and pollution. UniFirst has developed a National Account Charter with an intensive focus on our most important deliverable…CONSISTANT APPLICATION OF PRODUCTS, SERVICES AND PRICING ACROSS ALL REGIONS OF NORTH AMERICA. To this end, UniFirst has developed a system called NACS . . National Account Customer Setup (NACS). NACS enables us to efficiently communicate your Member's program requirements to each local UniFirst Customer Service Center that will be servicing the Member. We create a customized National Account Customer Profile that details how the Member's account will be serviced. It includes pricing, product as well as all service requirements. NACS allows us to distribute the Customer Profile on a schedule mutually agreed to by the Member and UniFirst. NACS also creates the officially recognized Installation Authorization that tells our local Service Centers to begin the program implementation. It also allows us to track implementation progress to ensure that target dates are met. This carefully orchestrated internal communication is essential to us applying your Member's programs consistently across all of their locations.	*

		UniFirst's proprietary bar-coding system provides an accurate pick-up and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on your premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the Client to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments. UniFirst tracks garments throughout all internal and external processes using advanced laser and digital camera bar code technologies. This proprietary system is ideal to help prevent delivery shortages and secure information better than other scanning methods, including radio frequency (RF) chip systems. And unlike RF tracking, that embeds chips into garments to transmit information, our approach does not transmit data and never compromises wearer comfort or privacy. When your Members participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of their choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member's employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmental Stewardship UniFirst was one of the first in the textile services industry to re-engineer all of its operations to become a "greener" and more environmentally friendly Company. We were also one of the first members of the EPA's Green Lights and Energy Star Buildings programs, which combine business strategies with environmental protection and energy conservation at all corporate facilities. And every single UniFirst laundry production facility uses computerized processing equipment to maximize fuel and energy efficiencies, while minimizing waste. In 1997, UniFirst joined the Laundry Environment Stewardship Program (LaundryESP), an industry initiative with a singular focus to protect the environment. As a result of reworking all routine operational practices, UniFirst (and our industry) achieved and continues to maintain considerable reductions in water and energy usage.* 1. Water use: 12.5 percent reduction. 2. Energy use: 11.8 percent reduction. 3. Pollutants discharged: 40 percent reduction. 4. Peroxide bleaches: 100 percent increase in usage for wash formulas, resulting in less use of chlorine bleaches (which can combine with other chemicals to create non-biodegradable byproducts). 5. Enzyme-based detergents: 57 percent increase (these cleaners are primarily used in food and healthcare textiles; their use reduces the need for higher temperature wash formulas, thereby reducing energy costs). * All data was subject to a quality check by Collier Shannon Scott, Environomics of Bethesda, Maryland and Georgetown Economics (D.C.). From the moment a piece of clothing or other textile product enters one of our processing facilities, every item is carefully sorted and placed into specially designed slings that are tagged as to garment type and soil level. They are then weighed and sent to designated washers that have been pre-programmed — based on the specifics of the load — to use the exact amounts of cleaning agents, water, and cleansing temperatures to maximize processing efficiencies and prevent unnecessary waste. Computerized wash formulas determine the correct water levels and temperatures, what detergents and additives are needed, the length of the wash cycle, and any other additional information that the specific clothing or soil type might require. And when the cleaning cycle is completed, sophisticated computer controls automatically tip and empty washers onto moving conveyors which transfer the laundry to preprogrammed computerized driers. Under these advanced systems, there's little likelihood for human error or accidental waste of resources. We take extraordinary care with all the by-products produced by our laundry operations. Our ongoing investments in water and air treatment technologies help assure that everything we return to the environment is "clean," safe, and nonpolluting. Environmental Sustainability Additional services and benefits that are "typical" services are a testament to how UniFirst is an environmentally friendly company. At UniFirst Corporation, we believe in protecting the environment. That's why we continually focus on sustainability and always strive to become a "greener," more environmentally friendly Company in all aspects of our operations. Whether it's the precise uniform processing procedures we follow to ensure resource conservation and environmental protection, the thoughtful energy-saving practices we use at our 2760 facilities, the careful fleet maintenance and driving procedures we have firmly in place, the manner in which our ancillary services and products are designed and manufactured, or the work uniform and facility services options we provide our customers to help them meet their sustainability goals…all we do consistently takes environmental sustainability into consideration. Our Values From modest beginnings in an eight-stall garage in Boston, MA in 1936, UniFirst has grown to become a billion-dollar industry leader in the Uniform and Textile Services business. In part, our modern-day success story is a result of our following the three Core

Business Values established by our founder Aldo Croatti. These values, which continue to act as the foundation for our corporate culture, are:
1. CUSTOMER FOCUS — Customer Satisfaction is the best measure of how well we deliver quality. It's our overriding goal and at the center of our "Customers for Life" business philosophy.
2. RESPECT FOR OTHERS — We consistently treat those in our personal and business lives with the same consideration and understanding we wish for ourselves.
3. COMMITMENT TO QUALITY — Evidenced by our constant focus on "doing it right the first time" and our commitment to ISO certifying each of our service operations to ensure quality is the hallmark of all we do.

In order to fulfill our overriding goal for total Customer Satisfaction, UniFirst Team Partners annually pledge to our "10 Essentials of Service."
1. Every Team Partner contributes directly to the Company's image.
2. It's in each of our jobs to handle any Customer requests quickly and address any user problem immediately.
3. We will always strive to fully understand each Customer's needs and aim to deliver service that exceeds their expectations.
4. Every Team Partner is responsible for identifying any defects in our products, processes and work methods, and for making recommendations for improvements.
5. We are ambassadors of the business, both inside and outside of the workplace.
6. We will take pride and care in our personal appearance.
7. Being part of a team means we can count on those around us.
8. There is no dishonor in not having the right answer, only in not acting quickly to seek it out.
9. Mistakes are inevitable. How quickly we correct them and how well we communicate the remedies makes the difference between customers who remain upset and those who come away more loyal than before.
10. We must ultimately create exceptional job stability and continuously increase shareholder value.

In the Office

In 2008, our Information Services Department initiated a project to reduce the number and size of both servers and personal computers. By adopting latest technologies, the initiative reduced electrical costs and lowered the amount of cooling required from air-conditioning units. The project also extends the life of many computers, keeping unwanted waste materials out of recycling bins and landfills. In addition, paper and bottle recycling bins are located throughout all areas of our corporate offices and remote locations. *

Additionally, all 2760 UniFirst facilities are networked by more than 3,000 PCs and we consistently add new technologies that allow for more electronic options with our routine business activities – both internally and externally – thereby significantly reducing overall paper usage.

Route planning and optimization software has saved roughly 1.7 million gallons of fuel annually, which produces nearly 34 million less pounds of CO2 each year.

Uniforms, Work Apparel

Compared to purchasing, renting uniforms saves energy and decreases natural resource consumption (as noted above). Plus, our work garments are built to last longer than store bought apparel, our service programs maintain customer clothing to extend wear life, and our apparel is reused whenever possible. . . thereby resulting in reduced raw textile usage and less waste entering landfills and incinerators.

When appropriate, we also refurbish and transform pre-worn customer apparel into "like new" offerings for garment replacements. And when wear and tear finally takes its toll and the professional image of our customers could become compromised, we look to donate such clothing items to needy organizations in the U.S and abroad — in effect, giving them a "second life."

Our Company manufactures more than half of the shirts and pants used in our rental service programs, and all aspects of the construction consistently keep clothing "longevity" in mind. For instance, our shirt and pant designs use reinforced triangular tacking at the corners of pockets to prevent ripping and tearing that could be caused by repeated contact. Similarly, our fabrics are carefully selected for weight/hand (feel) to withstand constant abrasion, as well as the industrial laundry process. And, although we use more stitches per fabric inch to produce higher quality construction, this additional thread use is more than offset by the extended garment life we achieve. We've also computerized our textile cutting systems to assure minimal waste of fabric and our "modular" assembly construction process maximizes efficiencies and the overall use of resources.

Virtually all of our millions of rental uniforms in service are delivered to customers on recycled wire hangers. Helping to prevent them from simply being tossed into waste bins, UniFirst maintains hanger recycling programs at customer sites. We also recycle such items as wood pallets, paper products, and fluorescent light bulbs wherever possible.

Finally, to ensure that all our processes are operating as efficiently as possible and resources are being conserved, our uniform manufacturing and distribution facilities have earned ISO certification. And we're currently on schedule to have all our laundering service facilities ISO certified as well.

Ancillary Products

		UniFirst offers a wide variety of environmentally friendly programs in Floorcare and Restroom/Hygiene Services. These products have been designed with environmental sustainability in mind. And when they're included as part of a fully managed service program, they can help our customers earn LEED* points that qualify them for environmental certification by the U.S. Green Building Council. (*Leadership in Energy and Environmental Design, a national benchmark for the design construction and operation of high-performance green buildings.) Floor Mats Our floor mats are 100% PVC free and are specially constructed to capture and hold dirt and moisture from the soles of shoes and to prevent track-off and unnecessary soiling and cleaning of customer facilities. By literally trapping pounds of contaminants, UniFirst mat systems help protect expensive flooring surfaces, ventilation systems, and sensitive electronic equipment — all of which translates into less cleaning and use of chemicals. We manufacture all our floor mats to last for at least five years and recycle our scrap by-products. By comparison, mats purchased at most retail outlets will typically last just one year, thereby adding more vinyl and rubber components to the "waste stream." Microfiber Mop/Wiper Technology Our reusable Microfiber mops and wipers are ultra-light and designed to clean hard surfaces without chemicals and water. The U.S. Environmental Protection Agency (EPA) notes that such products can reduce chemical usage by 95 percent. For soiled surfaces requiring water and cleaning agents, we offer wet mops and towels that feature super absorbent natural fibers that have been treated with antimicrobial agents in order to prevent the growth of mold, mildew, and odor-causing bacteria. The result: one-time, faster, more efficient cleanings. By using these reusable Company products versus disposables, EPA life cycle assessments show that solid waste can be reduced by 210 percent and water usage by as much as 12,590 percent. Hand Towels and Sanitary Tissue Our towel and tissue products are Green Seal and Eco-Logo certified, and manufactured from base paper that is 100 percent recycled. And our portion-control (one-at-a-time) paper dispensing systems are available with both mechanical and electronic touch-free options to help reduce unnecessary waste. Studies have shown that these dispensers reduce paper usage by 25-35 percent, resulting in less landfill dumping and incineration. Soaps and Hand Care Our soap and hand care products are provided by vendor-partner GOJO, a manufacturer of a wide range of "green" and biodegradable hand cleaning/disinfecting products. GOJO's Green Seal and Eco-Logo designated products are specially formulated for use in the types of work environments our Company serves and are available in a variety of touch and non-touch, portion controlled, dispensing options so as to minimize waste Odor Control Systems We offer three environmentally conscious odor control program solutions. Our most popular system, called TCell, contributes to clean and fresh air in a 100% environmentally friendly way. All air freshener delivery systems are 100 percent EPA compliant and refill components are recyclable.	
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	UniFirst is a proud member of the U.S. Green Building Council (USGBC) and Laundry Environment Stewardship Program (LaundryESP), is an Energy Star and Green Lights Business Partner, and offers Green Seal and Eco-Logo certified products.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	UniFirst does not qualify as Women or Minority Business Entity, Small Business Entity, or veteran owned business.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundering, cleaning, mending and/or repair services)?	We're highly experienced at sourcing custom garments both domestically and internationally. And our company-owned manufacturing plants give us unique flexibility when it comes to self-producing special items that may be included in large national programs. Custom personalization is a key element in most image apparel programs and UniFirst's extensive experience in both screen printing and embroidery represents an advantage for us as well. We have our own in-house screen printing and operate our own embroidery machinery. In our Owensboro distribution facility UniFirst owns and operates our own embroidery equipment for emblem making and direct embroidery. Our advanced emblem, embroidery, logo, and employee name personalization options keep your employees looking sharp and easily identifiable in your business branded logo apparel. Our in-house graphics staff creates and digitizes scores of new customer personalization designs daily. Software allows us to quickly produce an electronic rendition of any embroidery design or emblem. This gives us greater control over the process of creating and delivering unique customer images through the combination of specially selected clothing and custom-applied design. UniFirst has the industry's largest complement of personalization equipment. Our proprietary personalization workflow software enables us to personalize over 30,000 items every day, and 6,000 emblems per hour. For Direct Purchase: Custom inseam lengths for pants are available at the point of order entry. UniFirst will hem to a specified length prior to shipment of the order. As part of the service offering, UniFirst will accept returns for size exchanges within sixty (60) days of order receipt at no additional charge (i.e. no restocking fees). Freight to ship returned merchandise is paid by the customer unless the return was necessitated by a UniFirst error. Custom sized garments, not in stock, that do not require a "special manufacturing cut" will ship in approximately 14 - 17 business days from the date of order receipt. Custom garments that require a special cut, depending on the particular circumstances at hand, could take up to 12 weeks to procure. For Rental Programs: UniFirst does not measure your employees. Rather, we have your employees actually try on the garments as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive greatly assists the sizing process. With our Change-As-Needed system, uniform garments are regularly replaced on a rotating basis when they reach a point where either appearance or function is compromised. There is no specific schedule, and actual replacements are very much dependent upon the type of garment, the material from which it is manufactured and the nature of its use.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All Products furnished under the Agreement shall conform to Sourcewell's specifications as set forth in the Agreement and, in all instances will be processed, mended and finished in accordance with the generally accepted standards of the textile rental industry. UniFirst makes no other representations, warranties or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use or purpose, the quality of the Products or workmanship of the Products.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Any garment with, tears, rips, holes, excessive staining, or other non-repairable defect incurred while in service or upon termination of the Agreement at a Facility is considered “Damaged.” Damage is in excess of normal wear and tear (which is defined as a gradual thinning of the fabric over time) a garment experiences through normal wash and wear cycles and inhibits the re-issue of the garment to another employee. Additionally, pursuant to contractual language, a garment has been personalized through Direct Embroidery or other customer dictated modification may be considered “Damaged” if the modification inhibits the ability to re-issue the garment. This damage beyond repair category is designed to ensure a balance between the need for a cost-effective solution while maintaining a high level of appearance integrity. Under this criterion, a garment will be deemed as “damaged beyond repair” for any of the following: • Any hole or tear regardless of size • Any single pen mark larger than one- and one-half inch • Any combination of ten or more pen marks • Any garment purposely written on • Any single stain larger than one inch in diameter • Any combination of ten stains or more • Any broken or poorly functioning zipper • Any broken straps or clips or missing snaps • Any bioburden or hazardous material contamination	*

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable to an Industrial Landry Program. At the service level, any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members. And we take care to inspect every rental garment every time we handle it. Upon pick-up and return to our service center, each garment receives a comprehensive ten-point inspection. This system is backed-up by our wearer communication system which provides a continuous supply of service request tags at your Member's place of business so that any special repair needs can also be flagged by wearers to ensure that they get our immediate attention. UniFirst's exclusive "mend system" provides for a comprehensive ten-point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention. For shirts the 10-point inspection examines: • Garment Cleanliness • Wearer Identification Tag • Collar • Shoulder Panel • Emblems and Pockets • Buttons and Front Panel • Underarm and Side Seams • Sleeves • Cuffs and Cuff Buttons • Back Panel For pants the 10-point inspection examines: • Garment Cleanliness • Wearer Identification Tag • Waistband and Belt Loops • Buttons and Fasteners • Zipper • Pockets • Crotch • Side Seams and Inseams • Seat Seam • Hem In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of operating staff. Some Customers require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst. Repairs to individual garments are made so as to ensure the return of the repaired item with the Customer's next weekly delivery. In other words, a damaged garment picked up on Tuesday will be repaired and returned the following Tuesday. Our Change-As-Needed system provides for the automatic replacement of garments before they become so worn as to impact appearance or function. And, unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out as a consequence of normal wear and tear with "new" garments.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This is not applicable to an Industrial Landry Program. UniFirst's exclusive "mend system" provides for a comprehensive ten-point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes.	*

51	What are your proposed exchange and return programs and policies?	Any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members. UniFirst recognizes that not every employee stays the same size over time, so at no charge, we provide for clothing size exchanges whenever necessary.	*
52	Describe any service contract options for the items included in your proposal.	UniFirst offers as an option a Garment Maintenance Program (GMP). The Program involves an additional Weekly charge for each garment that is placed in service and replaces the practice of having ruin charges added to the weekly invoice. The practice of inspecting and reviewing garments on-site with Member Management is thus eliminated and the Weekly or Monthly service invoice remains relatively fixed. This allows Member Management and UniFirst Service teams to focus on providing “World Class” service to our Customers. Lost or unreturned garment fees are not currently covered under such a program. Developing a program for lost garments would be subject to further discussion at the appropriate time.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges. Guarantee -- Any rental garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to you. You will get three dedicated UniFirst professionals always working on your account. There’s a dependable Route Service Representative who’ll keep your program running smoothly day-in and day-out, a Service Manager whose primary responsibility is to see that you’re getting everything you need when you need it, and a helpful local Customer Service Representative who’s always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request. Evaluating our performance We’re always measuring your Member’s service and satisfaction levels to ensure that everything lives up to their expectations and our guarantee. That means offering: • Face-to-face goodwill visits with their local Service Manager • Performance Report Card service ratings (99% service satisfaction) • Wearer Satisfaction Survey Cards.	*

54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	We invest so much time, effort, and resources into creating and maintaining a service infrastructure that's second to none. It's this commitment that helps us forge long-lasting relationships with our customers. Getting started • Our service commitment to you begins long before any deliveries are made. • Our consultative Customer Needs Analysis (CNA) helps determine the right workwear and ancillary products to meet your needs. • We make recommendations how to best maintain, improve, or establish a new business image for your company in the most cost-effective manner. • We schedule "Try-for-Size" on-site fittings for every rental wearer to ensure a perfect uniform fit. • We thoroughly review all aspects of your new managed program with you prior to our seamless program installation. Always on time, no shortages We guarantee your uniforms and facility service supplies are delivered as expected and on the agreed upon schedule. It's that simple. We also keep extra inventories at your local UniFirst servicing center to help make sure your employees always have what they need, when they need them. When we process your hygienically laundered and finished uniforms, we check them at least four times prior to delivery to be sure you always receive back what is turned in. To help eliminate shortages, we scan or count your garments: 1. Upon pickup at your facility 2. After processing and sorting 3. When loading into delivery truck 4. At delivery back to you 10-point garment inspections Our Automatic Mend System includes a comprehensive, 10-point inspection of every garment every time it's processed. It's how we ensure that needed repairs (or replacements) are taken care of even before you ever have to ask. Learn more about our automatic repairs and replacements. In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of the customer. Some Customers require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst. UniFirst will reinvest a minimum 18% of its garment revenues into free garment upgrades beginning week 53 through the life of our partnership to ensure sustainable safety and quality. Our Change-As-Needed system provides for the automatic replacement of garments before they become so worn as to impact appearance or function. UniFirst is the only company in our industry who takes the additional step of proactively upgrading garments for our customers. Much of what our competitor's bill out as "damage" is the result of worn-out uniforms that have not been replaced. Unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out because of normal wear and tear with "new" garments, UniFirst also recognizes that not every employee stays the same size over time, so we provide for clothing size exchanges whenever necessary. UniFirst recognizes that not every employee stays the same size over time, so we provide clothing size exchanges whenever necessary . . . again at no cost.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	CUSTOMER agrees to make payments within 30 days of invoice receipt.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Depending upon individual needs, some may prefer our Val-U-Lease program. Customers enjoy all of the service, convenience, and benefits of our rental program, with the sole exception of the weekly water-wash service. • Suitability: Best suited for circumstances or situations that involve moderate to high employee turnover rates, coupled with low or light soil environments. • Program Requirements: Same as the Rental Program.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We note that the condition precedent to the delivery of any merchandise and services hereunder is the execution of a corporate textile rental service agreement, which more fully details the expectations of each party, in terms acceptable to each party. We leave for another day the discussion as to the specific requirements of any such agreement, except to note that all such requirements are common to the textile rental services industry in general. Please see the attached redlined MSA on the specific provisions in the RFP and Agreement. All merchandise supplied by UniFirst hereunder will conform to customer's specifications as set forth in the Textile Rental Services Agreement, and in all instances will be processed, mended and finished in accordance with generally accepted standards of the textile rental industry.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Customers can pay weekly invoices using a company credit or P-cared. Our accounts receivable department will apply the weekly invoice amounts to the credit or P-card for each customer location.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	UniFirst evaluates the total potential volume for any particular National Account customer and prices the entire in accordance with our pricing models. Total usage levels are evaluated as part of the pricing, and UniFirst takes this into consideration and leverages the total potential of each account in order to come up with the most competitive rates available. In general, UniFirst provides service quotes to its Customers that represent its very best prices for the projected volume of business and the associated terms and conditions of service, as determined by our review of the RFP documents. This does not mean, however, that we necessarily expect to receive all of this business immediately, or even necessarily within the first year or two of the term of our Agreement, for that matter, as we realize that we frequently are required to await the natural expiration (by their terms) of any pre-existing agreements that our Customer might then have in place with any third-party vendors. As with all things there is at least one exception to this general rule, which would arise in the event that a given Customer elected to award all of its business to two or more preferred vendors, each of whom was then expected to solicit business from each Customer operating location. In this instance, we would downgrade the value of the projected business volumes (raise the bid prices that we initially quoted) and then offer incentives (reduced prices) to be granted upon the attainment of certain specified earned revenue thresholds. The most Customer friendly option is the former, where our very best prices are offered from day one of the Agreement. Once our agreement is finalized our Account Management System ensures that only those products and prices set out in the agreement can be invoiced locally. Consistent application of products and pricing across all of the local Member's operations is guaranteed. All requests for exceptions (additions) to the originally negotiated contract requirements must be processed through predefined channels for approval. All pricing will be developed using the same pricing model used in the original bid effort to incorporate the same volume considerations. Rental Services Include: » Water-wash of Rented Uniforms and Rented Items. Including inspection of all garments during the cleaning process and the pressing (US only), of all garments at no additional cost » Delivery of clean Rented Uniforms and Rented Items, on a stated weekly schedule. » Removal of soiled Ranted Uniforms and Rented Items, on a stated schedule. » Existing garments may be exchanged due to an Employee's changing size requirements at no cost to the Customer, though the emblem and garment preparation charges specified by the agreement will apply. » All Garment repairs needed due to normal wear and tear will be done at no cost to the Customer. » UniFirst will automatically replace garments before they become so worn as to impact either appearance or function. This replacement will be done at no charge to the Customer, though the emblem and garment preparation charges specified by agreement will apply.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell's program pricing is constant across the nation and therefore the discount/savings varies by market, i.e. savings on the Sourcewell program might be as high as 60-70% in metropolitan markets such as NYC whereas in central Kentucky the savings might only be 20-30%.	*

61	Describe any quantity or volume discounts or rebate programs that you offer.	A. Rental. UniFirst will pay Sourcewell a new incentives tiered rebate based on growth volumes of the sales to Sourcewell or Sourcewell Members of Products and Services resulting from Sourcewell net of returns and allowances and, with regard to the Products procured hereunder, less applicable delivery charges. With regard to the Services procured hereunder the specified administrative fee will be paid net of any garment preparation, emblem, loss/damage, minimum stop the truck or applicable DEFE (Delivery, Energy, Fuel and Environmental) surcharges. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this Agreement on the following: Admin fee/rebate: $ 0-$350,000……..2% $350,001-$450,000……2.5% $450,001 + …….. 3% B. Direct Sales Pricing will only have 1 tier for best available. Pricing will be Ceiling price so if necessary we can adjust downward based on local pricing needs for a specific account.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	UniFirst is a full-service provider of textile services, with many of the products being manufactured and much of the services being provided directly by UniFirst. As a part of our continued growth, we have aligned ourselves with several trusted vendor partners whenever we have customer requirements that don't align with our manufacturing core competencies (i.e. Non-Standard Options). All vendor partners must pass through our Vendor Approval process to ensure that they are financially solvent and adhere to all manufacturing best practices and appropriate child/forced labor laws. Our vendor partners have been carefully selected based on product offering breadth, stocking position, and mutual business goals. This is an on-going effort to leverage our influence over these vendor partners in order to better guarantee the quality of services provided by any such vendor to any one of our customers. As an industry leader, UniFirst is able to leverage our size in order to negotiate the most favorable pricing and terms in the industry, a benefit that gets passed on directly to our customers. In situations where our vendor partner's products are used to support our customers, we will issue standard UniFirst (bulk) Purchase Orders for merchandise, on an as necessary basis. These orders will be filled and shipped directly to our distribution center in Owensboro, KY. Our vendor partners will then invoice UniFirst directly for their services. All other services (order administration, pick, pack, ship, customer services and overall program administration and management) will be directly performed by UniFirst personnel, utilizing UniFirst owned equipment and facilities.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached “Sourcewell Proposal,” for a complete listing of all the associated Service Charges.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Rental: The delivery cost is included in the weekly rental rate. Direct Sales: Pricing is quoted F.O.B. Origin, sans applicable sales taxes, with applicable freight and handling charges being prepaid and added to the shipment invoice. • United States - All Purchased Items are shipped via UPS standard ground service from our ISO registered Central Distribution Center in Owensboro, KY, unless instructions to the contrary are specified on the order. • Canada - All Purchased Items are shipped via Canadian Post standard ground service from our Central Distribution Center in Mississauga, ON, unless instructions to the contrary are specified on the order. Expedited shipping (overnight) is available via FedEx or UPS Express. The cost of expedited shipping will be calculated on a case-by-case basis and we will pass along the true cost of shipping.	*

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Due to the cost of doing business in Alaska and Hawaii, subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	UniFirst's combination of the full weight of our ISO Certified Distribution Center Capabilities and our National Service Coverage can be brought to bear on the Sourcewell's requirements. Direct Sale and Rental programs are all supported from a merchandise perspective by our Owensboro, KY "state-of-the-art" Distribution Center. This facility has been built with the specific objective of providing the fastest most accurate order turnaround times in the industry and we are confident that this will enhance the UniFirst value proposition for Sourcewell Members. Our proposal represents "Best-in-Class" pricing based upon the Sourcewell estimated contract value and usage. Furthermore, we offer the following value-added services: • ISO Certified Manufacturing and Distribution: UniFirst manufactures and distributes the majority of its garments through a strict process-controlled ISO certified manufacturing and distribution system. This capability allows us to better manage our supply chain and negotiate favorable rates with fabric mills. The ISO Certification ensures that consistently high-quality manufactured garments will be delivered to your Member in a timely manner, through a proven documented distribution system. • Guaranteed rates and charges: Our proprietary Account Management System (AMS Mozart) guarantees only the charges authorized and specified in our service agreement can be invoiced, Only the items of merchandise and/or services specifically authorized in the agreement can be provided to the Member. Items of merchandise and/service not authorized in the enabling service agreement can only be invoiced with prior client approval. • Virtually Unlimited Catalog: By using our partnerships with our long-term vendor partners, our catalog is essentially limitless, Even if a desired garment is not currently manufactured by UniFirst, or featured in our Workwear Direct catalog, by leveraging our relationships with our trusted vendor partners we can guarantee best-in-class pricing and service for any work apparel item. Service excellence is central to our culture, it begins with highly trained Customer Representatives who are fully dedicated to total Customer satisfaction and extends to all the contact personnel in our National Accounts Group who specialize in dealing quickly and efficiently to ensure that the specific service requirements of our National Account Customers are understood and consistently applied by our entire field Customer service centers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please see the attached Proposal. "Better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments."

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	During the Term, UniFirst will, upon not less than thirty (30) business days prior written request, make available to Sourcewell no more than once per calendar year, at UniFirst's corporate offices, during normal business hours, the invoice reports and/or invoice documents from UniFirst pertaining to all invoices sent by UniFirst and payments made by Sourcewell's Members for all Products and Services procured under this Agreement. Sourcewell may employ an independent auditor or choose to conduct such audit on its own behalf. UniFirst shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, UniFirst will permit the auditor to review the relevant UniFirst documents. Sourcewell shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Performance will be measured according to the following standards: A. Uniform Rental Services Your Account Executive will meet with you to discuss and identify continuous improvement targets. We will then create baselines from which we can measure future improvements. The Account Executive will then incorporate these improvement reports into the quarterly program review. Some of the areas we have included in continuous improvement projects for other customers include: 1. On Time Installation: New locations will be installed into Service within eight (8) weeks following the conclusion of Company's employee measurement sessions. The time frame assumes standard garments within normal size ranges as defined in the contract price schedule. The target on-time installation rate for new locations is 98%. 2. Issue Resolution All service-related issues that are communicated to Company will be addressed within 24 hours and Customer will notify Company when the issue is resolved to Customer's satisfaction. Company will utilize its RFCA (Request for Corrective Action) system to track any and all issues. Company will report all service issues and the time it takes to resolve issues to Customer's satisfaction. The following specific service issues may be submitted locally by Customer to Company. Company will address these issues at the local level following standard corrective actions. a. On Time Delivery and Pick Up: A delivery and pick up will be considered on-time if the Merchandise arrives at the relevant locations on the specified delivery day, excluding Holidays, in which event, Company will give timely notice of the Holiday delivery schedule. Late deliveries resulting from a natural disaster, severe weather emergency, or road closures, will be excluded from this measurement. Late deliveries will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected. b. Service For New Employees: New employees will receive their garments within one (1) week of the request for standard garments in normal size ranges as defined in the contract price schedule. Instances of new employees not outfitted in one week will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's	

local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

c. Merchandise Acceptance:
Merchandise will be considered accepted if the Merchandise is properly water-washed, pressed or steam tunneled and has no rips or tears that have not been repaired. If stains cannot be removed the Rented Uniforms or Rented Items, as applicable, the same will be reviewed with Customer's representative to determine responsibility for replacement costs. *

Instances where merchandise is delivered in unacceptable condition will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

B. Uniform Direct Sale

Order Fulfillment
A minimum of 98% of in-stock inventory will be shipped to Customer within 5 – 7 business days after the order is placed.

2. Order Accuracy
Company will achieve a minimum of 98% order accuracy measured as a function of returned orders.

Total Customer Satisfaction is measured in terms of customer retention rates. At UniFirst, our minimum goal is 95%. All Customer Service Centers are required to do all things necessary to retain a minimum of 95% of their Customers (the "Customers for Life Program"). Again, each Customer Service Center is ranked best to worst and financial incentives are associated with the attainment of this goal.

UniFirst's Route Sales Representatives (RSR's) are paid on delivered revenue at a 7% commission rate. In addition to the commission program all RSR's have a $6000 annual bonus opportunity based primarily on Customer Satisfaction and Customer Retention. The annual bonus opportunity generally represents between 15 and 20 percent of total compensation.

We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route sales representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enable us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations.

We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our "Customers for Life'' program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement.

Every customer is audited a minimum of twice a year to ask specifically about levels of satisfaction, areas where we can improve, and whether or not there are problems which need correcting. This proactive approach lets us uncover issues that might normally remain hidden and surfaces problems we

		might otherwise not hear about. But it benefits both us and our customers and it's one of the reasons that over 98% of all current customers give us an "completely satisfied" or "satisfied" performance rating.	
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	UniFirst will pay Sourcewell a new incentives tiered rebate based on growth volumes of the sales to Sourcewell or Sourcewell Members of Products and Services resulting from Sourcewell net of returns and allowances and, with regard to the Products procured hereunder, less applicable delivery charges. With regard to the Services procured hereunder the specified administrative fee will be paid net of any garment preparation, emblem, loss/damage, minimum stop the truck or applicable DEFE (Delivery, Energy, Fuel and Environmental) surcharges. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this Agreement on the following: Admin fee/rebate: $ 0-$350,000……..2% $350,001-$450,000……2.5% $450,001 + …….. 3%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer apparel products from our UniFirst Family of Brands as well as 100's of our manufacturing and distribution partners. a. Work Apparel i. UniFirst Brands ii. Industrial Uniforms iii. Automotive Apparel iv. Work Shirts v. Work Pants vi. Jeans vii. Shorts viii. Outerwear ix. Flame Resistant Clothing x. High Visibility Workwear xi. Healthcare Uniforms & Apparel xii. Food Service Apparel xiii. ESD & Anti-Static Garments b. Corporate Apparel i. T-Shirts ii. Button Downs iii. Polos iv. Fleece and Sweatshirts v. Outerwear vi. Pants vii. Jeans viii. Shorts ix. Promotional Accessories	*

72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Work Apparel UniFirst Brands Industrial Uniforms Work Shirts Work Pants Outerwear Flame Resistant Clothing High Visibility Workwear Healthcare Uniforms & Apparel Food Service Apparel ESD & Anti-Static Garments Uniform Services Uniform Rental Programs Val-U-Lease Program Direct Purchase Programs National Account Programs Facility Services Floor Mat Services • WALK-OFF MATS • SCRAPER MATS • ANTI-FATIGUE MATS • “WET AREA” MATS • MESSAGE & LOGO MATS Floor Mop Services • WET & DRY FLOOR MOPS • MICROFIBER FLOOR MOPS Wiper & Towel Services • SHOP TOWELS • MICROFIBER TOWELS Restroom Services • SOAPS & HAND CARE • HEAVY-DUTY HAND CLEANERS • PAPER TOWELS & SANITARY TISSUE • AIR FRESHENERS • SHAMPOO, SHOWER & BATH Hand Hygiene Services • PURELL HAND SANITIZERS • MEDICAL SOAPS & SURGICAL SCRUBS Cleaning Solution Dispensing Services Safety & PPE • Safety Masks • Ear Plugs • Eyewash Stations • Flame Resistant Clothing • Industrial Safety Gloves • Hard Hats • High Visibility Clothing • Safety Glasses	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Uniform apparel, uniform accessories, and footwear;	(•) Yes ( ) No	Yes	*
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	(•) Yes ( ) No	Yes	*
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	(•) Yes ( ) No	Yes	*
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	(•) Yes ( ) No	Yes	*
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	(•) Yes ( ) No	Yes	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NATIONAL ACCOUNT PROPOSAL FOR Sourcewell 1.11.24.docx - Thursday January 11, 2024 08:29:52
- Financial Strength and Stability - 12. UniFirst Quarterly Report or the quarterly period ended November 25, 2023 .docx - Wednesday January 10, 2024 14:11:40
- Marketing Plan/Samples - Sourcewell sample welcome kit.pdf - Wednesday January 10, 2024 14:12:25
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Sourcewell RFP #011124 - Qualifying Comments - January 2024.docx - Wednesday January 10, 2024 14:10:27
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Katz, Executive Vice President, Sales & Marketing, UniFirst Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	☑	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	☑	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	☑	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	☑	2

EXHIBIT "B"
VENDOR PROPOSAL

UNIFORM AND FACILITY PRODUCTS PROPOSAL FOR

BOYNTON BEACH

JUNE 30, 2025

RESPONSE SUBMITTED BY
UNIFIRST CORPORATION

UniFirst
UNIFORMS SERVICES SOLUTIONS

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3 Operational Excellence

5 Uniform-Focused Company

7 Unique Advantages

9 National Customer Base

10 Local Customer Base

12 Seamless Transition

13 Pricing and Terms



OPERATIONAL EXCELLENCE

National profile with more than 80 years of expertise.



Serving 300,000-plus Business Sites Throughout the U.S. and Canada

At UniFirst, we're proud to partner with some of the world's best-known brands. But we're equally proud of the many thousands of mid- and small-sized companies – from virtually every industry category – that help to make up the UniFirst customer base. And no matter the size, national or local, every account receives our unmatched program management, customer commitment, and service expertise.



14,000 Employee Team Partners

We believe that by empowering our Team Partners at all levels to solve customer issues, we better satisfy customer needs, foster our valued *family culture*, and create an atmosphere of employee contentment and pride. Empowering our staff leads to enhanced customer service levels and overall success.

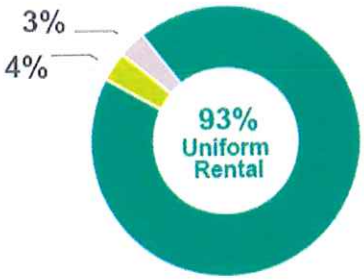


UniFirst Named to Barron's "100 Most Sustainable U.S. Companies" List

We continue to focus on all facets of our corporate social responsibility (CSR) strategy: workplace culture, transparent and ethical business behavior, safety initiatives, citizenship efforts, and of course, sustainability. As such, our company has been recognized for our CSR efforts aimed at benefitting the world around us and its citizens.

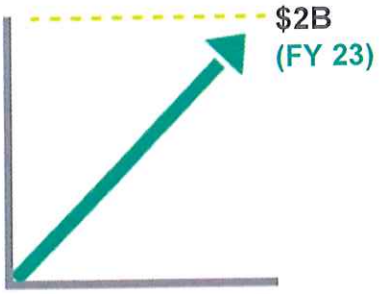
UNIFORM-FOCUSED COMPANY

Maintains strong financial position year in and year out [financial data as of Sept. 2023].



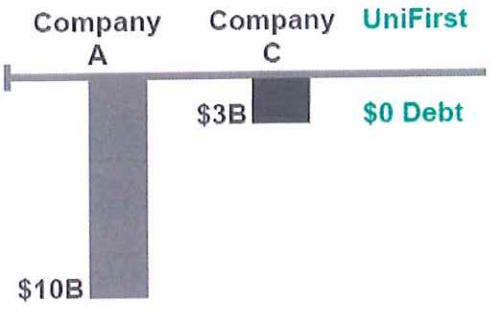
Uniform Core Competency

UniFirst customers benefit from managed uniform programs delivered by bona fide uniform service experts. We focus everything we do on what we do best…providing consistent excellence in uniform products and services…and not diluting our offer with excessive diversification.



Annual Revenue Growth Since 1936

We're proud to report that our company has achieved consistent growth virtually every year since our founding in 1936 – even during recessions. That's a true testament to being a well-managed, customer-focused organization.

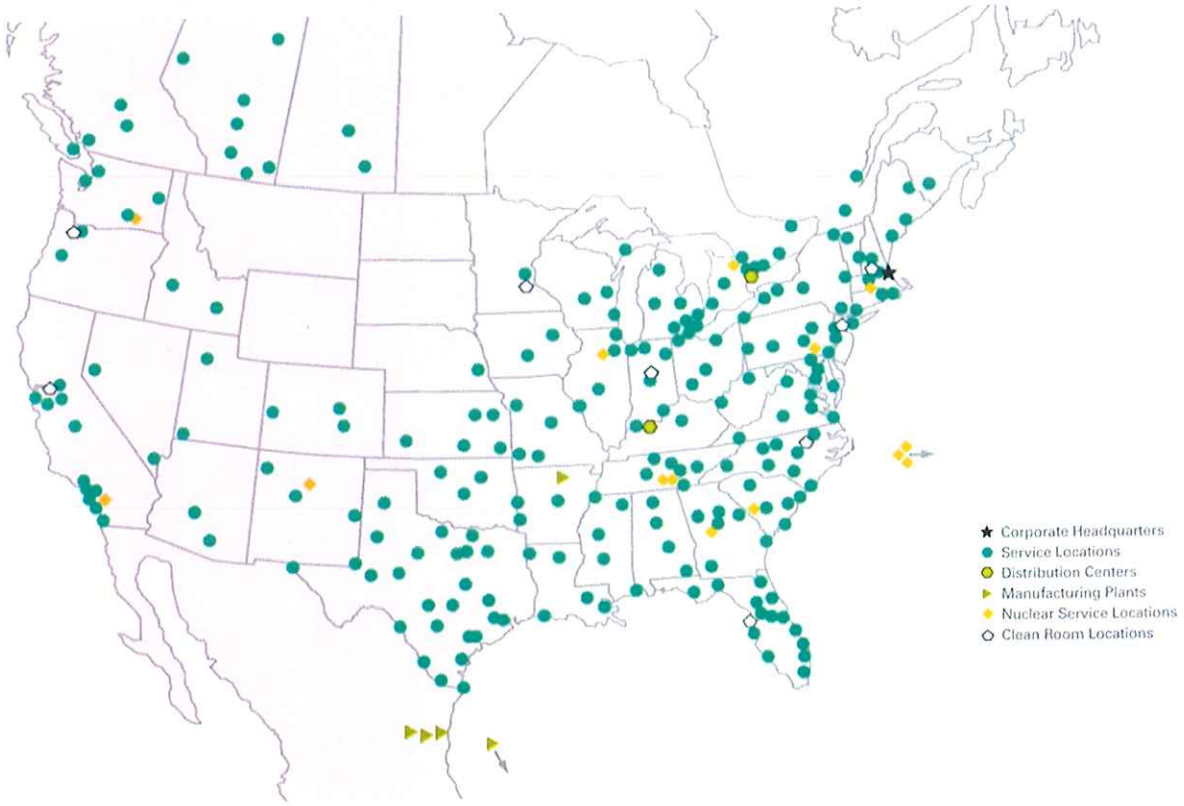


Industry's Best Balance Sheet with "Zero Debt"

With well over $400 million on hand and essentially "zero debt," UniFirst is better positioned than the competition to continually invest in our people, our infrastructure, our technologies, and our services in order to consistently deliver the most beneficial uniform service programs available.

UNIQUE ADVANTAGES

Vertically-integrated North American supply chain.



260 North American Company Locations

UniFirst service centers are strategically located from coast to coast. This allows for efficient delivery of our managed uniform and facility service programs, no matter how many customer sites are participating or where they may be operating across the United States or Canada.

State-of-the-Art Centralized Distribution Center

Strategic location and ground-up design that includes Perfect Pick® robotics, allow for "centralized hub" deliveries faster than the competition.

Five Vertically-Integrated Manufacturing Plants

Self-made, proprietary work clothing and floor mats are of the highest quality, designed with customer-defined preferences in mind, and allow for custom products.

Unique Quality Advantages

ISO- and Hygienically Clean-Certified Processing Plants.



Latest-Generation Processing and Automation

UniFirst is committed to continuous investments in our customer-servicing infrastructure and capabilities. We're proud to operate the industry's most technologically advanced processing plants and automation.

Systematic Approach for Consistent High-Quality Products and Services

We're the only industry provider to ISO 9001 certify our customer servicing/processing plants, manufacturing facilities, and distribution center.

TRSA Hygienically Clean Food Safety (HCFS) Plant Certifications

Third-party validation of our effective UniSafe® service and Product Protection Process (PPP) for HACCP/GFSI-conscious food-related businesses.

TRANSPORTATION CUSTOMER EXAMPLES

ORKIN

Ryder

TERMINIX

TRUGREEN

RUAN
DEDICATION THAT MOVES YOUR BUSINESS

ServiceMaster

Trimac

Waste Connections Inc.
Connect with the Future®

Rush Trucking

SWIFT

UNITED STATES POSTAL SERVICE

XPOLogistics

AUTOMOTIVE CUSTOMER EXAMPLES

AAMCO TRANSMISSIONS

ANDRETTI AUTOSPORT

BERKSHIRE HATHAWAY AUTOMOTIVE

BRIDGESTONE

CARMAX

FCA

Ford

GOODYEAR

Hendrick AUTOMOTIVE GROUP

INTERSTATE BATTERIES
Outrageously Dependable

MICHELIN

MIDAS

RETAIL SPECIALTY CUSTOMER EXAMPLES



















SEAMLESS TRANSITION

Communication to keep you informed throughout transition process.



Site Visits

Our UniFirst staff will provide customer and facility needs assessments at each of your participating customer sites, then schedule individual garment sizing sessions for every employee scheduled to be in the uniform program.



Contract Signed

Once we sign a UniFirst Account Agreement with terms that best fit your needs, all dispensers required for all your sites will be forecasted to plan for implementation deliveries.



Products Ordered

Our team will upload all customer data into our advanced ordering system, then all required Products are picked, prepped, packed, and shipped for installation.



Customer Site Transitioned

Once all products are received at our local UniFirst facilities, each of your customer locations will be contacted to schedule the transition of service over to your new program.

SEAMLESS TRANSITION

Communication to keep you informed throughout transition process.



Uniform Garments Ordered

Our team will upload all customer employee sizing data into our advanced ordering system, then all required garments are picked, prepped, packed, and shipped for installation.



Customer Site Transitioned

Once all employee garment orders are received at our local UniFirst facilities, each of your customer locations will be contacted to schedule the transition of service and uniforms over to your new program.



Customer for Life Program

Once all new employee uniforms are delivered, customer sites receive regularly scheduled pickup/delivery/maintenance visits by your UniFirst service expert, while your dedicated Triple-Pro Service Team remains committed to your complete satisfaction: Route Service Representative (RSR), Service Manager, and Customer Service Representative.

PRICING BREAKDOWN – Per Sourcewell Contract #011124-UFC

RENTAL GARMENT PRICING

	Contract Item - Description	UniFirst Item #	Weekly Unit Rate	Lost / Damage
1	Class 3 Hi-Vis Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Fluorescent Lime-Yellow with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves. CLASS 3	06DH	$0.59	$88.89
2	Short Sleeve Shirt, Pro AirFlow, Snap Closure, Mesh Back, 65/35 Poly/Cotton Poplin, Moisture-Wicking Fabric..	04EM	$0.35	$42.35
3	Long Sleeve Shirt, 4.5 oz. Armorex Nomex CXP. CAT-1, ATPV-5.1	01NX	$0.50	$150.77
4	Cargo Pants	10MY	$0.45	$57.95
5	Pant, 6 oz. Armorex Nomex. CAT-1, ATPV-5.8	10NX	$0.53	$161.10
6	Men's Lab Coat with Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend.	2524	$0.17	$25.27
7	Women's Lab Coat with Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend.	2626	$0.21	$31.95

EXTENDED PRICING

	US Contract Item - Description	UniFirst Item #	Weekly Unit Rate	# of Sets Per Employee	Total # of Employees	Total Weekly Cost
1	Class 3 Hi-Vis Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Fluorescent Lime-Yellow with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves. CLASS 3	06DH	$0.59	15	56	$495.60
2	Short Sleeve Shirt, Pro AirFlow, Snap Closure, Mesh Back, 65/35 Poly/Cotton Poplin, Moisture-Wicking Fabric..	04EM	$0.35	15	28	$147.00
3	Long Sleeve Shirt, 4.5 oz. Armorex Nomex CXP. CAT-1, ATPV-5.1	01NX	$0.50	15	7	$52.50
4	Cargo Pants	10MY	$0.45	15	101	$681.75
5	Cargo Pants	10MY	$0.45	11	5	$24.75
6	Pant, 6 oz. Armorex Nomex. CAT-1, ATPV-5.8	10NX	$0.53	15	7	$55.65
7	Men's Lab Coat with Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend.	2524	$0.17	2	5	$1.70
8	Women's Lab Coat with Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend.	2626	$0.21	2	2	$0.84
	Total Weekly Cost					$1,459.79

UniFirst VIP 2.0 **Cost Analysis Proposal**

UniFirst Corporation

563 N Cleary Rd

West Palm Beach, FL 33413

VIP Proposal for:

City Of Boynton Beach

Total Cost Overview

Date: 07/10/25

★	Total Weekly Invoice *	$87.26

#	Uniform Rental Item Descriptions	Quantity	Total Cost
1	013C-05 LS Enhanced Visibility-Yellow Reflective-Work Shirts	46 @ .34	$15.64
2	023C-05 SS Enhanced Visibility-Yellow Reflective-Work Shirts	82 @ .29	$23.78
3	1002-05 Flat-Front Uniform Pants	126 @ .22	$27.72
4			
5			
6			
7			
8			
9			
10			

#	Facility Services Item Descriptions	Quantity	Total Cost
1	5389-12 4x6 Scraper Mat	1 @ 2.16	$2.16
2	5390-12 2x3 Scraper Mat	3 @ .54	$1.62
3	6231-12 Touchess Hard Wound Paper Towel Dispenser	1 @ .75	$0.75
4	76AT-12 3x5 Wet Area Mat	1 @ 1.35	$1.35
5	76GA-12 3x5 GI Mat	1 @ 1.35	$1.35
6	8023-10 Wipers Bagged	150 @ .06	$9.00
7	88UD-07 Dispenser	1 @ 0.00	$0.00
8	8919-03 Locker 8 Compart Wide	3 @ 0.00	$0.00
9	8950-03 Laundry Lock Up	1 @ 0.00	$0.00
10	9949-10 Six Gallon Safety Can	2 @ 0.00	$0.00
11	DEFI	1 @ 3.89	$3.89
12			
13			
14			
15			
16			

	Additional Information
★	Price includes weekly delivery of clean and pick up of soiled uniforms, mats and shop rags
★	
★	
★	

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

Sales Representative:

Jim Regan

(954) 675-5149

PRICING BREAKDOWN

SERVICE CHARGES (RENTAL ONLY):

1. Garment Preparation Charge. A one-time charge applicable to each Garment, no matter its size, at the time each such item is placed into service. US - $0.83

   To be waived on initial install for each location. .

2. Emblems, embroidered, provided and affixed by Company, in standard Company sizes and colors.

   To be waived on initial install for each location.

   Employee Name Emblems 3-3/8" x 1-3/8" US - $0.50

   ***Non-Standard Customer Identity (graphic) 4" x 2" US - $1.67

   ***Non-Standard Custom (color, size, etc.) Customer Identity US - $4.75

   Direct Embroidery Personalization Charges

   To be waived on initial install for each location.

   Employee First Name US - $2.78

   Customer Logo (up to 4,999 stitches) US - $3.94

   Customer Logo (5,000-9,999 stitches) US - $5.94

3. Outsize Garment Charge. A one-time charge applicable to each Garment, which applies only when a given Garment is placed into service and only in the event and only to the extent that the below sized Garments (by category) are utilized. The outsize garment charges are system defined and may change periodically. UniFirst will give Customer notice of any such changes.

Outsize Garment Charges		
Category	**Size**	**CAN Charge**
Shirts	Size 2XL – 6XL	$4.56 each
	Size 7XL and up	$6.56 each
Men's Pants	Size 44 – 48	$5.25 each
	Size 50 - 56	$5.88 each
	Size 58 and up	$6.56 each
Women's Pants	Size 22 – 28	$5.25 each
	Size 30 and up	$5.88 each
Jackets	Size 2XL – 5XL	$6.13 each
	Size 6XL	$9.25 each
	Size 7XL and up	$12.00 each
Coveralls	Size 52 – 58	$6.13 each
	Size 60 – 64	$9.25 each
	Size 66 and up	$12.00 each
Misc.	Size 50 – 56	$4.88 each
	Size 58 and up	$5.56 each

PRICING BREAKDOWN

SERVICE CHARGES (RENTAL ONLY) CONTINUED:

4. Minimum Service Charge- per Location (or applicable Service Invoice) US - $27.75

Note: The Minimum Service Charge applies ONLY in the event, and even then ONLY to the extent, that the rental service charges listed on each weekly service invoice, exclusive of the DEFE Charge, fails to equal this minimum sum.

5. DEFE Surcharge Per Weekly Service Invoice US - $3.89

DEFE CHARGE. Customer's invoices may include a DEFE CHARGE that may vary for different customers, to cover all or only portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of services and products to customers' places of business, primarily Route Sales Representative commissions, managements salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) Company absorbs related to wastewater resting, purification, effluent control, solids disposal, supplies and equipment for pollution controls an energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping Company's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas Company uses to run boilers and gas dryers, plus other local utility charges.

PRICING BREAKDOWN

NOTES:

1. The prices offered herein are contingent upon the subsequent execution of a (ex: 60 month) Service Agreement containing terms and conditions that are acceptable to both parties. We also consider much of this information to be confidential, so please do not share this Proposal with individuals or groups outside of your corporation.
2. Please note that size exchanges and automatic garment replacement due to normal wear and tear are included in your weekly rental rates.
3. *** Indicates an Item of "Non-Standard Merchandise" hereby expressly made subject to the buy-back provisions in the Agreement. The application of direct embroidery, silkscreen, custom size emblems or non-standard placement of emblems to any Contract Item, or the application of emblems to the sleeve of any Contract Item, automatically classifies that item as a "Non-Standard Merchandise" item subject to the buy-back provisions specified in the Agreement.
4. All employees shall have the option of selecting either long or short sleeve shirts, or any combination thereof, if offered by item manufacturer, at the time of installation of Services at each Location. This is a one-time option.
5. In certain instances, Auto Replacement Charges ("ARC") may apply but any such charge is intended to cover ongoing replacements of lost items to maintain agreed upon inventory levels. Replacement items will be added to returned inventory to compensate for the possible misplacement of such items. It being understood, however, the ARC is only an estimate and that accordingly additional charges or credits (as the case may be) will be affected (as necessary), upon agreement of the parties acting in good faith, following a review of actual losses.
6. All Merchandise items and their associated service charges are based, unless otherwise noted, on standard Company sizes and colors.
7. The weekly rental rates listed above are quoted in individual units. The weekly rental charges associated with the utilization of each such item will be flat rated and invoiced based upon the "Billed Quantity" indicated on the service invoice, whether or not such quantity is actually delivered in a given week.

THANK YOU

UNIFIRST, WITH OUR 260 SERVICE FACILITIES AND 14,000 EMPLOYEE TEAM PARTNERS LOCATED THROUGHOUT NORTH AMERICA, LOOKS FORWARD TO PARTNERING WITH YOU FOR MANY YEARS TO COME.

UNIFIRST.COM | 800.225.3364

UniFirst

UNIFORMS SERVICES SOLUTIONS

UNIFIRST, WITH OUR 260 SERVICE FACILITIES AND 14,000 EMPLOYEE TEAM PARTNERS LOCATED THROUGHOUT NORTH AMERICA, LOOKS FORWARD TO PARTNERING WITH YOU FOR MANY YEARS TO COME.

UNIFIRST.COM | 800.225.3364

THANK YOU

UniFirst

From: David M. Graham
To: Gonzalez, Theresa
Cc: Jim Regan; Anthony Pezzolanti
Subject: Fwd: Product Add Request
Date: Thursday, August 7, 2025 3:18:43 PM
Attachments: image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png
image001.png

This Message Is From an External Sender
This message came from outside your organization.

Theresa,

Please see below.

Thank you,

David Graham
Regional Sales Manager
UniFirst Corporation
West Palm Beach, FL
Phone: (754) 235-1412
Email: david_graham@unifirst.com

Begin forwarded message:

From: Nathan Pickard <Nathan_Pickard@unifirst.com>
Date: August 7, 2025 at 3:02:36 PM EDT
To: "David M. Graham" <David_Graham@unifirst.com>
Subject: FW: Product Add Request

Please see below

Thank you,

Nathan Pickard
National Account Executive
President's Club Achiever

UniFirst Corporation
325 Lenior Drive
Winchester, VA. 22603
C-864.606.2664
Nathan_Pickard@UniFirst.com

UniFirst

From: Greg Coffman <Greg.Coffman@sourcewell-mn.gov>
Sent: Thursday, August 7, 2025 3:00 PM
To: Nathan Pickard <Nathan_Pickard@unifirst.com>
Subject: Product Add Request

Nathan,

Sourcewell will review, verify, and update your pricing file to reflect the added Scraper Mat 2x3 item when we receive the following information from Unifirst:

US Contract Item - Description	UniFirst Item	Color	Bill Group	Bill Program	Minimum Bill %	ARC %	Weekly	Every Other Week	Every Fourth Week	Loss / Damage Rate
MATS										
Scraper Mat 2x3	5390	12	MAT	RE	50%	NA	$0.66	$0.99	$1.16	$64.27

Let me know if you need any additional clarification. Thanks.

Greg Coffman | Senior Supplier Development Executive
Facilities
Cell: 740-294-7997
Website: sourcewell-mn.gov
Sourcewell

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the intended recipient, you are hereby notified that any disclosure, copying, use, or distribution of the information included in this email is prohibited and may be unlawful.

From: Jim Regan
To: Gonzalez, Theresa
Cc: Anthony Pezzolanti
Subject: RE: Garment Add Request - Pro Airflow
Date: Wednesday, July 30, 2025 8:30:42 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png

This Message Is From an External Sender
This message came from outside your organization.

Good evening Theresa,

I just wanted to ensure this email reached your desk.. We need to confirm the shirt and pricing David provided in the email below meets with your satisfaction. This will allow us to make the Pro AirFlow garment part of the Sourcewell program. Regarding cost, .34 falls in line with Sourcewell pricing of other garments of this caliber.

Please advise of any questions you may have.

Best regards,

Jim Regan
Sales Consultant

UniFirst Corporation
500 SW 13th Terrace
Pompano Beach, FL 33069
Direct Line 954-675-5149
jim_regan@unifirst.com

UniFirst

From: David M. Graham <David_Graham@unifirst.com>
Sent: Tuesday, July 29, 2025 7:40 PM
To: Theresa Gonzalez <gonzalezt@bbfl.us>
Cc: Anthony Pezzolanti <Anthony_Pezzolanti@unifirst.com>; Jim Regan <Jim_Regan@unifirst.com>
Subject: Fwd: Garment Add Request - Pro Airflow

Theresa,

Please let us know if this works for you.

Thank you,

David Graham
Regional Sales Manager
UniFirst Corporation
West Palm Beach, FL
Phone: (754) 235-1412

Email: david_graham@unifirst.com

Begin forwarded message:

From: Nathan Pickard <Nathan_Pickard@unifirst.com>
Date: July 29, 2025 at 5:53:05 PM EDT
To: "David M. Graham" <David_Graham@unifirst.com>
Subject: FW: Garment Add Request - Pro Airflow

Nathan Pickard
National Account Executive
President's Club Achiever

UniFirst Corporation
325 Lenior Drive
Winchester, VA. 22603
C-864.606.2664
Nathan_Pickard@UniFirst.com

UniFirst

From: Greg Coffman <Greg.Coffman@sourcewell-mn.gov>
Sent: Tuesday, July 29, 2025 5:52 PM
To: Nathan Pickard <Nathan_Pickard@unifirst.com>
Subject: RE: Garment Add Request - Pro Airflow

Nathan,

Sourcewell will review, verify, and update your pricing file to reflect the added Short Sleeve Snap Closure item when we receive the following information from Unifirst:

US Contract Item - Description	UniFirst Item	Weekly Rental Rate Per Unit	Lost/ Damage Rate	GMP Rate
Short Sleeve Snap Closure Air Flow, Mesh Back, 65/35 Poly/Cotton Blend.	04EM	$0.34	$39.26	$0.03

Let me know if you need any additional clarification. Thanks.

Greg Coffman | Senior Supplier Development Executive
Facilities
Cell: 740-294-7997
Website: sourcewell-mn.gov
Sourcewell

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EXHIBIT "C"

For all Services procured under this Agreement the additional terms and conditions shall apply:

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.
Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

PRICES AND PAYMENTS. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with

keeping UniFirst's fleet vehicles on the road and servicing its customers. E =

ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers,

plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant **("FR")** ***Merchandise*** **supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.**

Visibility Merchandise **is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.**

Healthcare/Food-Related **Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.** ***(* Poly-bag services incur additional charges.)***

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

MISCELLANEOUS. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto.. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. **INSURANCE REQUIREMENTS:**

The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- **$1,000,000 each occurrence**
- **$3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury**
- **$1,000,000 per occurrence for Property Damage**
- **$1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations**

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice

Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

- **$2,000,000 each occurrence**
- **$3,000,000 annual aggregate**

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- **All Risk Coverage including Flood and Windstorm with no coinsurance clause**
- **Guaranteed policy extension provision**
- **Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity**
- **Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project**
- **Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment**

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. **The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.**
b. **The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.**
c. **In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.**
d. **In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.**
e. **The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.**

f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

<u>The Certificate Holder should read as follows:</u>
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave.
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self- insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Cyber Liability) may be required based upon the type of event, event location, and/or number of participants.

Revised 06/17/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/12/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Sentinel Insurance Company Ltd	11000
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : Twin City Fire Insurance Company	29459
INSURER E :	
INSURER F :	

INSURED
UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

COVERAGES **CERTIFICATE NUMBER:** W40232471 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X Contractual X Per Loc Aggregate $2M GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		08CSES91303	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 20,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			08CSES91304	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		08WNS91300	10/01/2024	10/01/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Workers Compensation and Employers Liability Per Statute			08XWES91302	10/01/2024	10/01/2025	EL Each Accident EL Disease -Pol Limit EL Disease - Each Emp	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 09/12/2025 WITH ID: W40230083.

Division/Location: 919
SEE ATTACHED

CERTIFICATE HOLDER
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave.
Boynton Beach, FL 33435

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.

AUTHORIZED REPRESENTATIVE
Patricia A Forry

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Northeast, Inc.		UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Boynton Beach is included as an Additional Insured as respects to General Liability as required by written contract.

INSURER AFFORDING COVERAGE: Twin City Fire Insurance Company NAIC#: 29459

POLICY NUMBER: 08WBRS91301 EFF DATE: 10/01/2024 EXP DATE: 10/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	$2,000,000
Employers Liability	EL Disease -Pol Limit	$2,000,000
Per Statute	EL Disease - Each Emp	$2,000,000

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SR ID: 28446053 BATCH: 4121235 CERT: W40232471

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

10/ 7/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-023- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions"; and amending Chapter 3 "Zoning," Article IV "Use Regulations," Section 3 "Use Regulations"; to allow accessory residential agricultural uses in R-1-AAB on properties larger than .90 acres; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-023, at second reading.

Explanation of Request:

The proposed amendments establish a new accessory use, “Residential Agricultural,” which allows property-limited agricultural uses such as cultivating certain foods and plants that do not require commercial infrastructure or compromise the residential area's character. This accessory use will be permitted in R-1-AAB on properties larger than 0.90 acres.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Ord. 25-023_Amending_Land_Use_Regulations_to_establish_Residential_Agriculture (3).docx
Staff_Report
business-impact-estimate-_LDR_Amendment_-_Residential_Agriculture.docx

ORDINANCE NO. 25-023

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 1 "GENERAL ADMINISTRATION," ARTICLE II "DEFINITIONS"; AND AMENDING CHAPTER 3 "ZONING," ARTICLE IV "USE REGULATIONS," SECTION 3 "USE REGULATIONS"; TO ALLOW ACCESSORY RESIDENTIAL AGRICULTURAL USES IN R-1-AAB ON PROPERTIES LARGER THAN .90 ACRES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions," and Chapter 3 "Zoning," Article IV "Use Regulations," Section 3 of the City's Code of Ordinances currently establishes zoning use regulations; and

WHEREAS, the Development Department would like to amend the zoning use regulations to establish Residential Agriculture as an allowable accessory use in the R-1-AAB zoning district, which allows property-limited agricultural uses such as cultivating certain foods and plants that do not require commercial infrastructure or compromise the residential area's character; and

WHEREAS, the City Commission has determined that this amendment serves the public health, safety, and welfare of the citizens of the City of Boynton Beach; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Section 2: Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions," and Chapter 3 "Zoning," Article IV "Use Regulations," Section 3 is hereby amended to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

...

CHAPTER 1. GENERAL ADMINISTRATION

...

Article II. Definitions

...

AGRICULTURE - See "Garden."

AGRICULTURE, RESIDENTIAL - The use of residentially zoned property for limited agricultural purposes that are accessory to the primary residential use of the property. Residential agriculture includes, but is not limited to, the cultivation of fruits, vegetables, herbs, and flowers. Residential agriculture shall not include intensive farming, the keeping of livestock, or activities that require commercial infrastructure or generate noise, odor, or traffic.

AISLE - The hard-surfaced lanes in a parking lot which connect the parking stalls with a public or private street, alley or interior driveway.

...

CHAPTER 3. ZONING

...

ARTICLE IV. USE REGULATIONS

...

Sec. 3. Use Regulations

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

...

D. Use Matrix (Table 3-28).

P = Permitted C = Conditional A = Accessory	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	IPUD	PUD	MHP	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-1	MU-2	MU-3	MU-4	MU-C	M-1	PID	PU	REC
AGRICULTURAL																									
Community Garden	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99				
Agricultural, Residential	A 107																								

E. Use Footnotes.

...

106. Caterer. Allowed only as an accessory use to a restaurant or restaurant, take-out use.

107. Agriculture, Residential:

Lot Size: Lots must be a minimum of 0.90 acres.

Locational Criteria: Lot must be located on an Arterial or Collector Roadway.

Permitted Accessory Uses:

Agriculture: Limited cultivation of crops, orchards, and related farming activities.

Wholesale Nursery: The wholesale distribution of horticultural products, including flowers, shrubs, sod, trees, mulch, and accessory hardscape materials such as decorative stones for

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ornamental or landscaping purposes. All outdoor storage areas must be set back a minimum of 50 feet from each property line.

Passive Park: Public or private outdoor recreation areas developed with minimal disturbance to the land, relying on a natural or man-made resource base and intended for low-intensity recreational use (e.g., walking trails, nature observation, picnicking).

Assembly, Institutional Nonprofit: Establishments open to the public and owned or operated by nonprofit organizations for social, educational, or recreational purposes (e.g., community centers, learning gardens).

Assembly, Membership Nonprofit: Establishments owned or operated by nonprofit organizations for social, educational, or recreational purposes where access is limited to individuals with paid membership (e.g., rural clubs, nature associations).

Development Standards:

Development within this district shall maintain a rural character and minimize environmental impacts. Additional standards may apply regarding setbacks, lot coverage, density, and buffering to ensure compatibility among land uses.

…

Section 3: Codification. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Section 4: **Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 5: **Conflicts.** That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6: **Effective Date.** This Ordinance shall take effect immediately upon passage.

Signatures Page to Follow

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 23-033
****
STAFF REPORT

TO: Mayor and Commissioners

THRU: Amanda Radigan, AICP, LEED AP
Director of Planning and Zoning

FROM: Gabe Sevigny
Principal Planner

DATE: August 1, 2025

REQUEST: Approve CDRV 25-008 amending the LAND DEVELOPMENT REGULATIONS, Chapter 1, Article II. Definitions, Chapter 3, Article IV, Section 3.D. Use Matrix and Notes; to establish a new use and add definitions and use standards.

OVERVIEW

The proposed amendment establishs the use of “Residential Agriculture” within the Land Development Regulations. The modifications includes lot standards, location requirements, and use standards.

EXPLANATION & PROPOSED AMENDMENTS

The propoased amendments define “Residential Agricultre” as “the use of residentially zoned property for limited agricultural purposes that are accessory to the primary residential use of the property. Residential agriculture includes, but is not limited to, the cultivation of fruits, vegetables, herbs, and flowers. Residential agriculture shall not include intensive farming, the keeping of livestock, or activities that require commercial infrastructure or generate noise, odor, or traffic.”

This accessory use will be permitted in R-1-AAB on properties that are larger then 0.90ac.

CONCLUSION/RECOMMENDATION

Staff recommends approval of the subject amendments to the Land Development Regulations to formally establish Residential Agriculture as an allowable accessory use in the R-1-AAB zoning district.

Attachments

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 1 "GENERAL ADMINISTRATION," ARTICLE II "DEFINITIONS"; AND AMENDING CHAPTER 3 "ZONING," ARTICLE IV "USE REGULATIONS," SECTION 3 "USE REGULATIONS"; TO ALLOW ACCESSORY RESIDENTIAL AGRICULTURAL USES IN R-1-AAB ON PROPERTIES LARGER THAN .90 ACRES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

[1] See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed amendments establish a new accessory use, “Residential Agricultural,” which allows property-limited agricultural uses such as cultivating certain foods and plants that do not require commercial infrastructure or compromise the residential area's character. This accessory use will be permitted in R-1-AAB on properties larger than 0.90 acres.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

NONE

4. Additional information the governing body deems useful (if any):

NONE

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

10/ 7/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-019- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 4.61 Acres of Unincorporated Territory Into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-019, at second reading.

Explanation of Request:

The subject area is located in unincorporated Palm Beach County, consisting of 4.61 acres, located east of North Federal Highway, approximately 570 feet south of the intersection of Old Dixie Highway and North Federal Highway, and is contiguous to the City of Boynton Beach on the north, west, and southern boundaries. All properties within the proposed annexation area currently receive water and wastewater services from the City of Boynton Beach. As a condition of receiving these municipal services, property owners are required to enter into a formal agreement with the City.

This agreement, titled *"Summary of Agreement for Water and Wastewater Service Outside the City Limits, Covenant for Annexation, and Irrevocable Special Power of Attorney"* (refer to the attached 'Agreements'), grants the City the authority to initiate voluntary annexation on behalf of the property owner at a time deemed appropriate by the City. This mechanism allows the City to extend municipal services and facilitate development on properties located outside of its corporate boundaries—even in cases where contiguity does not yet exist. Once sufficient contiguity is established, the City may exercise the Special Power of Attorney to annex multiple properties collectively. This coordinated annexation approach streamlines the process, reduces administrative and infrastructure costs, and provides a more efficient path for property development—whether at a small or large scale.

The site currently has a Palm Beach County Future Land Use Classification of CH/5 and MR-5 and is zoned Palm Beach County CG and RM, which permits commercial along federal and up to 5 dwelling units per acre for the east portion of the site. The application submitted is an application to voluntarily annex the property into the City of Boynton Beach and change the Future Land Use to LRC (Local Retail Commercial) and LDR (Low Density Residential) and zoning to C-3 and R-2, respectively, which would permit the existing uses at this location. There will be no change in use for the proposed annexation.

Review of the proposed annexation by staff finds the application meets the statutory conditions: the parcel is contiguous to the City boundary and "reasonably compact" in that it does not create enclaves or pockets. The application further reduces an existing enclave, which this location could be considered as it has city boundary surrounding on the north, west, and southern sides, with the Intracoastal Waterway directly to the east.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 29, 2025 staff sent a preliminary notification of the proposed annexation to the Palm Beach County Administrator and Planning Director and on August 20, 2025 notification of the Public Hearing was sent via certified mail. Comments will be provided to City Commission once received.

How will this affect city programs or services? If approved the City would be responsible for all services including but not limited to Police, Fire, and Solid Waste. All applicable departments have reviewed this application and currently have the necessary resources to service this area.

Account Line Item and Description: N/A

Fiscal Impact: If approved the taxable value of the City would increase by approximately $10 million.

Attachments:
Ordinance_No._25-019_Annexation_Bamboo_Lane__8.19.25_.docx
Staff Report - Bamboo Lane.pdf
Attachment 1 - Application - Signed
Attachment 2 - Petitions - Executed
Attachment 3 - Contiguity Map
Attachment 4 - Location Map
Attachment 5 - Exhibit A - Legal Description and Sketch
Attachment 6 - Project Statement
Attachment 7 - Existing FLUM_Commercial
Attachment 8 - Proposed FLUM_Commercial
Attachment 9 - Existing FLUM_Residential
Attachment 10 - Proposed FLUM_Residential

Attachment 11 - Existing Zoning_Commercial
Attachment 12 - Proposed Zoning_Commercial
Attachment 13 - Existing Zoning_Residential
Attachment 14 - Proposed Zoning_Residential
business-impact-estimate-_annexation_Bamboo_Lane_3492-2025.docx
Bamboo Lane Annexation - Annexation Feasibility Analysis - RGS.docx

ORDINANCE NO. 25-019

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 4.61 ACRES OF UNINCORPORATED TERRITORY INTO THE CORPORATE LIMITS OF THE CITY PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR THE ANNEXATION OF THE PROPERTY DESCRIBED HEREIN; PROVIDING PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION; DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF PALM BEACH COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach, Florida (the "City") is a municipal corporation organized and existing under the laws of the State of Florida; and

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Commission to annex real property into the corporate boundaries of the City; and

WHEREAS, Sections 171.011 through 171.094, Florida Statutes, as amended, the Municipal Annexation or Contraction Act, empowers the City Commission to annex real property into the corporate boundaries of the City, pursuant to a petition voluntarily filed by the owner of certain real property; and

WHEREAS, the properties described and depicted in **Exhibit A** attached hereto and incorporated herein by reference (collectively the "Property") are currently located in unincorporated Palm Beach County, Florida; and

WHEREAS, the Property is contiguous to the existing corporate limits of the City as required by Section 171.044, Florida Statutes; and

WHEREAS, the property owners identified in **Exhibit B** (collectively the "Property Owner") are the fee simple owners of the Property; and

WHEREAS, the Property Owner has executed Water Service Agreements with the City, which include a power of attorney authorizing the City to execute documents necessary for voluntary annexation upon satisfaction of all statutory requirements, and

WHEREAS, the City's authority to act as attorney-in-fact for the Property Owner is derived from the following described Water Service Agreements and Irrevocable Special Power of Attorney: Irrevocable Special Power of Attorney executed by Daniel Al. Leiva, as Corporate Representative of Casa Bamboo LLC and recorded at Book 34950 Page 1307 of the Public Records of Palm Beach County, Florida, pursuant to a Water Service Agreement recorded at Official Records Book 34950, Page 1307 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Michael C. Slocum and Chaya Slocum recorded at Official Records Book 32523, Page 1017 pursuant to a Water Service Agreement recorded at Official Records Book 32523, Page 1017 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Edwin Mehanovic and Elizabeth Mehanovic recorded at Official Records Book 32523, Page 1009 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book, 32523 Page 1009 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Stephen J. Gallagher and Laura M. Gallagher recorded at Official Records Book 34100, Page 164 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 34100, Page 164 of the Public Records of Palm Beach County, Florida; and an Irrevocable Special Power of Attorney executed by Albert Levy and Sacha Levy recorded at Official Records Book 32523, Page 1005 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 32523, Page 1005 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Shelly Ohare, the authorized representative for Gulfstream Holdings, LLC and recorded at Official Records Book 33693, Page 0345 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 33693, Page 0345 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by David B. Abbasi & Casey B. Abbassi and recorded at Official Records Book 32523, Page 1011 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 32523, Page 1011 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Nadine Piszel, as Corporate

Representative of Conamkat Property Development Inc and recorded at Official Records Book 32523, Page 1015 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 32352, Page 1015 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Raymond Mullen and Patricia Mullen and recorded at Official Records Book 32523, Page 1013 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 32523, Page 1013 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Chris Mygatt and Curtis Bennett and recorded at Official Records Book 32523, Page 1023 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 32523, Page 1023 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Robert Peterson, Kelly Peterson, and Michael Gravelese and recorded at Official Records Book 32523, Page 1029 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 32523, Page 1029 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Rene Helmut gross and Kathy Ruth Gross and recorded at Official Records Book 32523, Page 1019 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 32523, Page 1019 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Maria Luisa Barrera and recorded at Official Records Book 32523, Page 1007 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 32523, Page 1007 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Jaime Mayo, as Corporate Representative of Nigel Development, Inc and recorded at Official Records Book 33824, Page 1747 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 33824, Page 1747 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Edward M. Renzulli as Corporate Representative of 3737 Federal Highway, LLC and recorded at Official Records Book 32523, Page 1021 of the Public Records of Palm Beach County, Florida pursuant

to a Water Service Agreement recorded at Official Records Book 32523, Page 1021 of the Public Records of Palm Beach County, Florida; All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns (collectively the "Water Service Agreements"); and

WHEREAS, the City has furnished the Board of County Commissioners of Palm Beach County a copy of the published notice of annexation by certified mail on August 20, 2025, more than ten (10) days before said publication, and said action is hereby ratified and confirmed by the City Commission; and

WHEREAS, all conditions precedent for annexation have been satisfied, including:

1. The Property is contiguous to the existing municipal boundaries;
2. The Property Owner has consented to annexation through the Water Service Agreement;
3. All notice requirements of Section 171.044, Florida Statutes, have been satisfied;
4. The required public hearings were held on September 18, 2025, and October 7, 2025, with proper notice given;
5. The annexation is consistent with the City's Comprehensive Plan; and

WHEREAS, all other procedural and notice requirements mandated by State law and the City's Charter and Code of Ordinances have been followed and satisfied; and,

WHEREAS, the City has performed a business impact estimate pursuant to §166.041(4), Florida Statutes, and determined that adoption of this ordinance:

(1) serves a public purpose by serving the public health, safety, morals, and welfare of the City,

(2) has no direct negative economic impact on private, for-profit businesses in the city,

(3) will not result in direct compliance costs for businesses,

(4) does not impose any new charge or fee on businesses for which businesses will be financially responsible,

(5) does not create any additional municipal regulatory cost that is not recovered appropriately and lawfully by the City; and

WHEREAS, the City Commission finds that annexation of the Property serves the public interest by promoting orderly municipal growth, extending municipal services, and incorporating areas already receiving City water service into the municipal tax base; and

WHEREAS, the City Commission finds that the Property Owner has requested and is receiving water service from the City, demonstrating the reasonableness and necessity of annexation; and

WHEREAS, Section 171.044, Florida Statutes, authorizes municipal annexation of contiguous unincorporated territory under the circumstances present herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2. FINDINGS

The City Commission hereby finds and determines that:

A. All of the recitals set forth above are true and correct and are hereby incorporated by reference.

B. The Property described and depicted in **Exhibit A** is contiguous to the existing corporate limits of the City.

C. The Property Owner has consented to annexation through the executed Water Service Agreements containing power of attorney provisions.

D. All statutory requirements for voluntary annexation under Section 171.044, Florida Statutes, have been satisfied.

E. Proper notice of the public hearings was given as required by law.

F. The annexation will not result in the creation of an enclave of unincorporated territory.

G. The annexation serves the public interest and promotes orderly municipal development.

Section 3. ANNEXATION

The real property described in **Exhibit A** attached hereto and incorporated herein by reference is hereby annexed into the corporate limits of the City of Boynton Beach, Florida, and

shall become a part of the City for all purposes, effective upon the date this ordinance becomes effective.

Section 4. BOUNDARIES

Upon the effective date of this ordinance, the City's corporate limits shall be extended to include the Property described in **Exhibit A.** The City Clerk and Director of Planning and Development are hereby authorized and directed to:

A. Prepare an amended corporate limits map showing the annexation of the Property;

B. File appropriate documentation with the Florida Department of Revenue pursuant to Section 171.07, Florida Statutes;

C. Within 7 days after adoption of this Ordinance, file a certified copy of this Ordinance with the Palm Beach County Administrator, Palm Beach County Supervisor of Elections, Tax Collector, Property Appraiser, Department of State, Clerk of Court, and other appropriate officials of the annexation;

D. Within 7 days after adoption of this Ordinance, record this ordinance in the public records of Palm Beach County, Florida; and

E. Take all other actions necessary to effectuate the annexation.

Section 5. MUNICIPAL SERVICES

Upon the effective date of this ordinance:

A. The Property shall be entitled to receive all municipal services provided by the City to similarly situated properties within the City;

B. The Property shall be subject to all City ordinances, regulations, and requirements applicable to properties within the City;

C. The Property shall be subject to City ad valorem taxation beginning with the next tax year following annexation; and

D. All City development regulations, building codes, and land use requirements shall apply to the Property.

Section 6. POWER OF ATTORNEY AUTHORIZATION

The City Manager and City Clerk are hereby authorized to execute, on behalf of the Property Owner, any additional documents that may be required to complete the annexation

process, pursuant to the power of attorney granted in the Water Service Agreements. Such authority includes, but is not limited to: execution of boundary survey certifications; execution of any state-required annexation forms; execution of documents required by the Florida Department of Revenue; and any other documents reasonably necessary to effectuate the annexation.

Section 7. COMPLIANCE WITH STATE LAW

This annexation is adopted in full compliance with Section 171.044, Florida Statutes, and all other applicable state laws and constitutional requirements. The City Commission hereby certifies that: proper notice was given as required by Section 171.044(2), Florida Statutes; two public hearings were conducted as required by Section 171.044, Florida Statutes; the Property is reasonably compact and contiguous to the City; the Property Owner has consented to the annexation; and the annexation serves a municipal purpose.

Section 8. BUSINESS IMPACT ESTIMATE

Pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate for certain proposed ordinances. This proposed ordinance voluntarily annexes land into the City of Boynton Beach. The voluntary annexation of residential land into the City (1) serves a public purpose by serving the public health, safety, morals, and welfare of the City, (2) has no direct negative economic impact on private, for-profit businesses in the city, (3) will not result in direct compliance costs by businesses, (4) does not impose any new charge or fee or businesses for which businesses will be financially responsible, and (5) does not create any additional municipal regulatory cost which is not recovered appropriately and lawfully by the City. Thus, it is estimated that neither residents nor any businesses will incur additional costs. The City does not seek to impose any additional user or regulatory fees or charges, nor are any direct compliance costs expected. The Business Impact Estimate form for this ordinance is on file with the City Clerk.

Section 9. CODIFICATION

That Section 6 of the Charter of the City of Boynton Beach, Florida, is hereby amended to reflect the annexation of land more particularly described in **Exhibit A**.

Section 10. CONFLICTS AND SEVERABILITY

If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affect the validity of the remaining portions or applications remaining in full force and effect.

Section 11. EFFECTIVE DATE

This Ordinance shall become effective immediately upon passage.

FIRST READING this ____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this ____day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY
BAMBOO LANE

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

BEGIN at the southwest corner of ESTANCIA AT BOYNTON BEACH PUD, according to the Plat thereof as recorded in Plat Book 108, Page 25, of the Public Records of Palm Beach County, Florida; thence S 76°27'18" E along the south limits of said plat, 150 feet; thence N 11°16'09" E, along said south limits of plat, 13.95 feet; thence N 89°18'46" E, along said south limits of plat and its easterly extension also being the north line of Bamboo Lane, 248.78 feet to the southeast corner of Lot 2A as described in Official Records Book 16543, Page 145; thence N 05°26'06" E, along the east line of said Lot 2A, a distance of 94.50 feet to the south line of Tract C of said plat; thence N 89°18'46" E, along the south line of Tract C, 300 feet to the west right-of-way line of the Intracoastal Waterway; thence S 05°26'06" W, along said west right-of-way line, 209 feet to a line 422.63 feet southerly from, as measured at right angles to the north line of Section 4; thence S 89°18'46" W along said line, 514.6 feet to the northeast corner of the lands described in Official Records Book 25373, Page 1985; thence S 00°35'46" W, along the east line of said lands, 69.00 feet to the northwest corner of the lands described in Official Records Book 32895, Page 188; thence N 89°18'46" E, along the north line of said lands, 59.9 feet to the west line of the lands described in Official Records Book 35150, Page 1709; thence N 05°26'06" E, along said west line, 11.5 feet to the north line of said lands; thence N 89°18'46" E, along said north line and its easterly extension 450.00 feet to said west right-of-way line of the Intracoastal Waterway; thence S 05°26'06" W, along said west right-of-way line, 144.58 feet to the northeast corner of WATERSIDE VILLAGE P.U.D., according to the Plat thereof as recorded in Plat Book 106, Page 195, of the Public Records of Palm Beach County, Florida; thence S 89°18'46" W, along the northerly limits of said plat, 250.00 feet; thence N 06°36'55" E, along said northerly limits, 40.21 feet to the south line of Palmer Road; thence S 89°18'46" W, along said northerly limits and south line of Palmer Road, 274.00 feet; thence S 05°26'06" W, along said plat limits, 95.70 feet, thence S 89°14'41" W, along said limits, 245.48 feet to the east right-of-way line of U.S. Highway No. 1; thence Northerly, along said right-of-way line, 250 feet to the south line of the lands described in Official Records Book 32593, Page 341; thence N 89°18'46" E, along said south line, 150 feet to the east line of said lands; thence Northerly, along said east line, 70 feet to the north line of said lands; thence Westerly, along said north line, 149 feet to said east right-of-way line; thence Northerly, along said east right-of-way line, 64.57 feet to the POINT OF BEGINNING.

REVISIONS	AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com	JOB #: 13344-R3 SCALE: N/A DATE: 04/17/2025 BY: M.J.A. CHECKED: F.B. N/A PG. N/A SHEET: 1 OF 3

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EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY (Continued)

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

LESS THEREFROM BAMBOO LANE AS DESCRIBED BELOW:

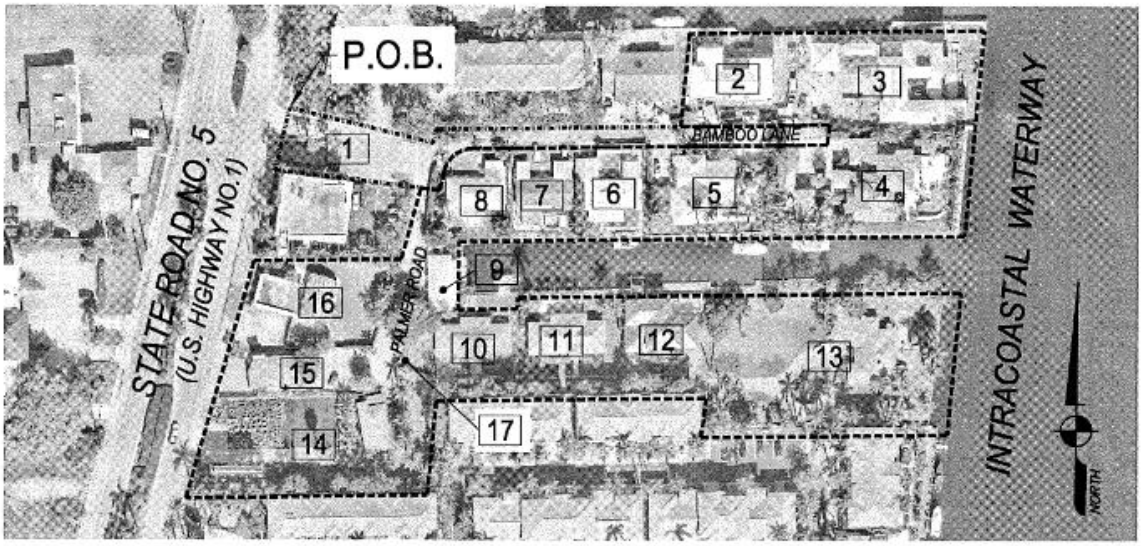
BEGIN at the southwest corner of ESTANCIA AT BOYNTON BEACH PUD, according to the Plat thereof as recorded in Plat Book 108, Page 25, of the Public Records of Palm Beach County, Florida; thence S 76°27'18" E along the south limits of said plat, 150 feet; thence N 11°16'09" E, along said south limits of plat, 13.95 feet; thence N89°18'46"E, along said south limits of plat and its easterly extension also being the north line of Bamboo Lane 399.78 feet; thence S05°26'06"W, along a line parallel to the West Right-of-Way Line of the Intracoastal Waterway (recorded in Plat Book 17, Page 14A, Palm Beach County Records), a distance of 20.11 feet; thence S89°18'46"W, a distance of 360.23 feet to a point of curvature of a circular curve to the left, concave Southeasterly; thence Westerly and Southerly along the arc of said curve, having a radius of 30.00 feet and a central angle of 75°58'00", for an arc distance of 39.78 feet to a point of reverse curvature; thence Southerly along the arc of said curve, having a radius of 6044.32 feet and a central angle of 0°11'04", for an arc distance of 19.46 feet; thence N83°08'11"W, a distance of 169.15 feet to a point on the East Right-of-Way Line of U.S. Highway No. 1, State Rd. No. 5 (recorded in Plat Book 2, Page 158, Palm Beach County Records), said point being on the arc of a circular curve to the Left, concave Westerly, at which the radius point bears N76°09'51"W; thence Northerly along the arc of said curve, having a radius of 5762.65 feet and a central angle of 0°38'31", for an arc distance of 64.57 feet to the POINT OF BEGINNING.

REVISIONS	AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com ©2025 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.	JOB #: 13344-R3 SCALE: N/A DATE: 04/17/2025 BY: M.J.A. CHECKED: F.B. N/A PG. N/A SHEET: 2 OF 3

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY (Continued)

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA



0 150 300
GRAPHIC SCALE IN FEET
1" = 150'

1 Bamboo Lane

2 Address: 819 Bamboo Lane
PCN: 00-43-46-04-00-001-0160

3 Address: 821 Bamboo Lane
PCN: 00-43-46-04-00-001-0150

4 Address: 820 Bamboo Lane
PCN: 00-43-46-04-00-001-0250

5 Address: 816 Bamboo Lane
PCN: 00-43-46-04-00-001-0180

6 Address: 810 Bamboo Lane
PCN: 00-43-46-04-00-001-0210

7 Address: 806 Bamboo Lane
PCN: 00-43-46-04-00-001-0200

8 Address: 804 Bamboo Lane
PCN: 00-43-46-04-00-001-0190

9 Address: 801 Palmer Lane
PCN: 00-43-46-04-00-001-0120

10 Address: 807 Palmer Road
PCN: 00-43-46-04-00-001-0110

11 Address: 809 Palmer Road
PCN: 00-43-46-04-00-001-0130

12 Address: 815 Palmer Road
PCN: 00-43-46-04-00-001-0090

13 Address: 823 Palmer Road
PCN: 00-43-46-04-00-001-0400

14 Address: 3675 N Federal Highway
PCN: 00-43-46-04-00-001-0220

15 Address: 3705 N Federal Highway
PCN: 00-43-46-04-00-001-0310

16 Address: 3737 N Federal Highway
PCN: 00-43-46-04-00-001-0300

17 Palmer Road

LEGEND

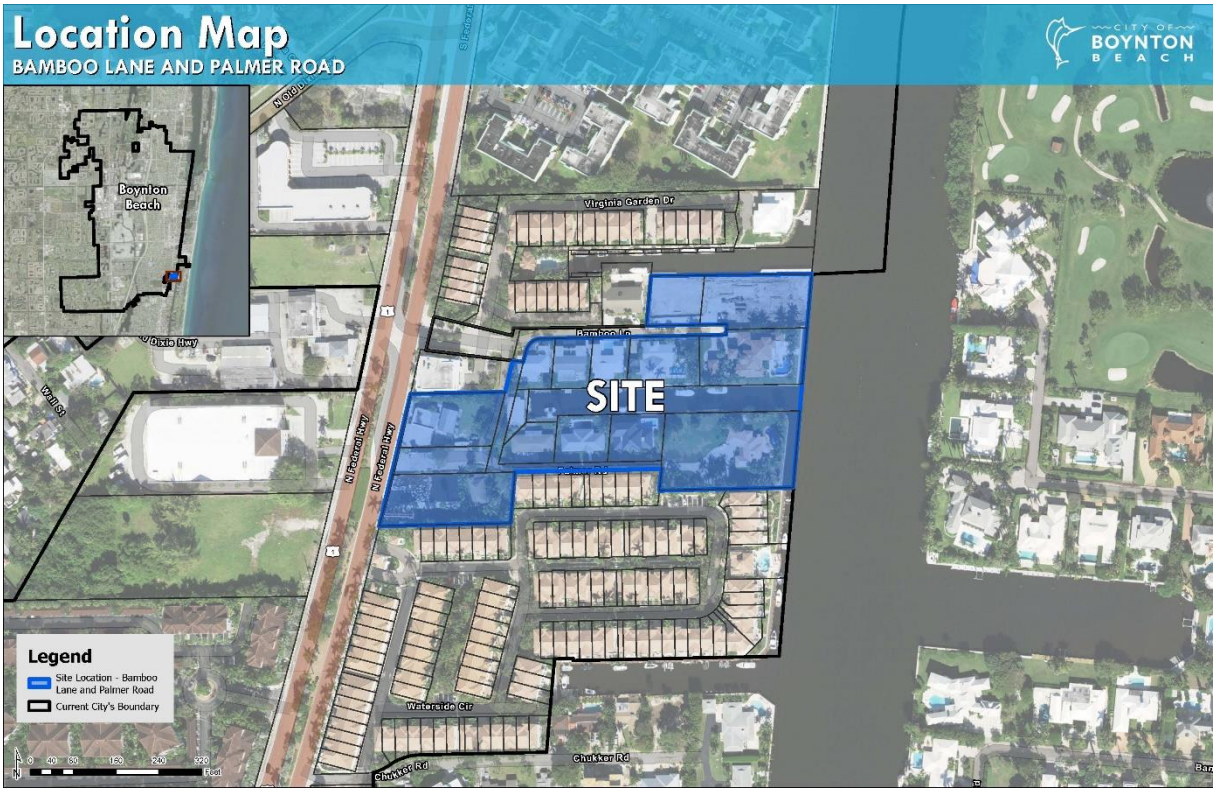
10	PROPERTY NUMBER
POB	POINT OF BEGINNING
PCN	PROPERTY CONTROL NUMBER
▪▪▪▪▪▪▪	DISTRICT LIMITS
— ·· —	LESS OUT

REVISIONS

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	13344-R3
SCALE:	1"=150'
DATE:	04/17/2025
BY:	M.J.A.
CHECKED:	
F.B.	N/A PG. N/A
SHEET:	3 OF 3


Location Map
BAMBOO LANE AND PALMER ROAD
CITY OF BOYNTON BEACH
Boynton Beach
SITE
Virginia Garden Dr
Bamboo Ln
N Old Dixie Hwy
N Federal Hwy
Palmer Rd
Waterside Cir
Chukker Rd
Legend
Site Location - Bamboo Lane and Palmer Road
Current City's Boundary

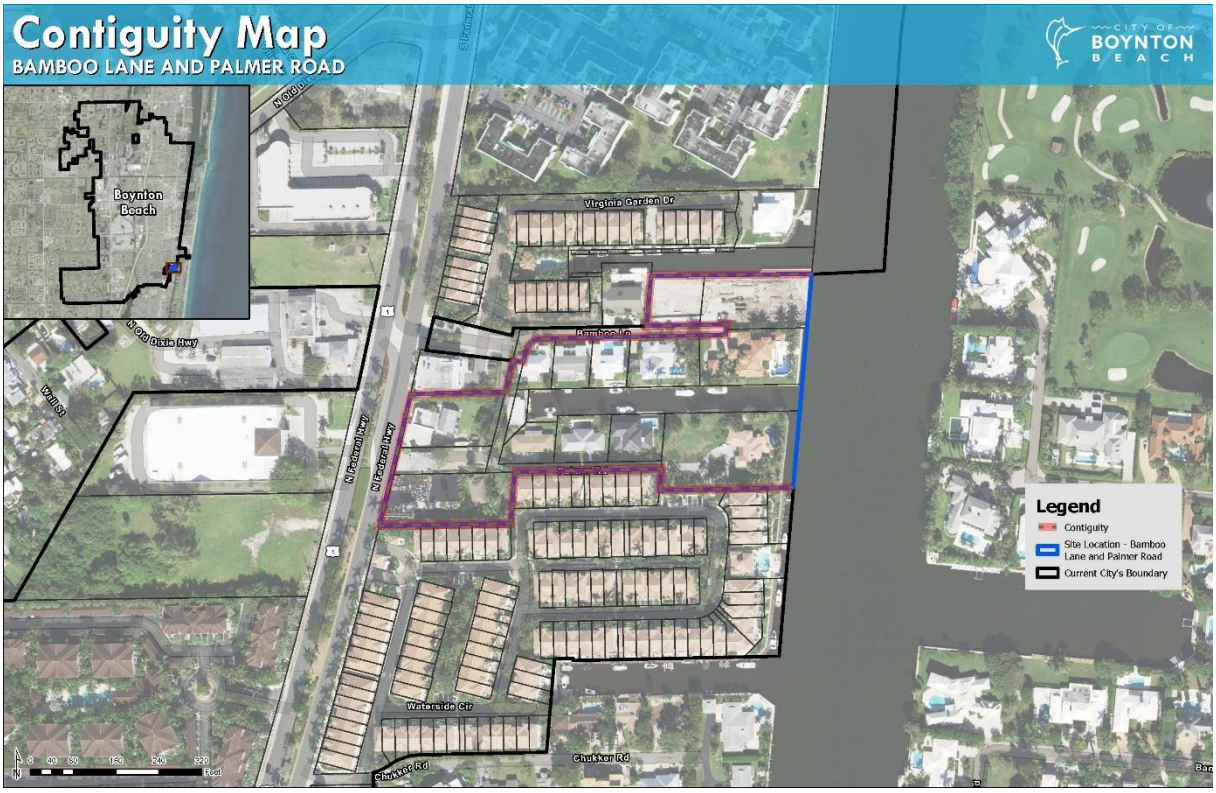

Contiguity Map
BAMBOO LANE AND PALMER ROAD
CITY OF BOYNTON BEACH
Boynton Beach
Virginia Garden Dr
Bamboo Ln
N Old Dixie Hwy
N Federal Hwy
Palmer Rd
Waterside Cir
Chukker Rd
Legend
Contiguity
Site Location - Bamboo Lane and Palmer Road
Current City's Boundary

EXHIBIT B
PROPERTY OWNERS

PCN	Owner Name 1	Owner Name 2	Location Address
00-43-46-04-00-001-0090	815 PALMER ROAD LAND TRUST		815 PALMER RD
00-43-46-04-00-001-0110	DE STEFANIS TANCREDI M		807 PALMER RD
00-43-46-04-00-001-0120	CONAMKAT PROPERTY DEV INC		801 PALMER RD
00-43-46-04-00-001-0130	BONIFACINO JEFFERY		809 PALMER RD
00-43-46-04-00-001-0150	SLOCUM CHAYA	SLOCUM MICHAEL C	821 BAMBOO LN
00-43-46-04-00-001-0160	CASA BAMBOO LLC		819 BAMBOO LN
00-43-46-04-00-001-0180	GALLAGHER LAURA M	GALLAGHER STEPHEN J	816 BAMBOO LN
00-43-46-04-00-001-0190	BAMBOO LN LLC		804 BAMBOO LN
00-43-46-04-00-001-0200	MCKENZIE CATHERINE L	MCKENZIE BART B	806 BAMBOO LN
00-43-46-04-00-001-0210	LEVY SACHA	LEVY ALBERT	810 BAMBOO LN
00-43-46-04-00-001-0220	BARRERA MARIA L		3675 N FEDERAL HWY
00-43-46-04-00-001-0250	MEHANOVIC ELIZABETH	MEHANOVIC EDIN	820 BAMBOO LN
00-43-46-04-00-001-0300	3737 FEDERAL HIGHWAY LLC		3737 N FEDERAL HWY
00-43-46-04-00-001-0310	NIGEL DEVELOPMENT INC		3705 N FEDERAL HWY
00-43-46-04-00-001-0400	GROSS RENE H	GROSS KATHY R	823 PALMER RD

PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Commissioners
THRU:	Amanda B. Radigan, AICP Director of Planning and Development
FROM:	Gabe Sevigny, Principal Planner
DATE:	August 1, 2025
PROJECT:	Bamboo Lane Annexation 2025.07.4988
REQUEST:	Approve Bamboo Lane request for Annexation of 4.61 acres, Future Land Use Map Amendment from Palm Beach County's Commercial High with an Underlying MR-5 (CH/5) to Local Retail Commercial (LRC) and rezoning from Palm Beach County's General Commercial (CG) to Community Commercial District (C-3) consisting of approximately 0.99 acres, a Future Land Use Map Amendment from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to Low Density Residential (LDR), and Rezoning from Palm Beach County's Multi-Family Residential (RM) to Two-Family Residential (R-2) consisting of approximately 3.63 acres, site is located east of North Federal Highway, approximately 570 feet south of the intersection of Old Dixie Highway and North Federal Highway.

PROJECT DESCRIPTION

Property Owner:	See attached
Applicant:	City of Boynton Beach
Address:	804 Bamboo Lane, reference point
Location:	The east side of North Federal Highway, approximately 570 feet south of the Old Dixie Highway and North Federal Highway intersection.
Existing Land Use:	West portion commercial, Palm Beach County General Commercial High with an Underlying MR-5 (CH/5); East portion

residential Medium Residential, 5 Units Per Acre (MR-5)

Proposed Land Use: West portion Local Retail Commercial (LRC); east portion Low Density Residential (LDR)

Existing Zoning: Palm Beach County west portion General Commercial (CG); east portion Multi-family Residential (RM)

Proposed Zoning: West portion Community Commercial (C-3); east portion Single-family and two-family residential (R-2)

Proposed Use: West portion will continue to be commercial, east portion will continue to be residential.

Acreage: 4.61 acres

Adjacent Uses:

North: Multi-Family and single-family detached, FLU classification of Special High Density Residential (SHDR) and Low Density Residential (LDR) zoned Infill Planned Unit Development (IPUD) and Single-Family Residential (R1AA).

South: Multi-Family, FLU classification of Special High Density Residential (SHDR) and zoned Infill Planned Unit Development (IPUD).

East: Intracoastal Waterway

West: Commercial, FLU classification Local Retail Commercial (LRC) zoned Community Commercial (C3); then Federal Highway; then Unincorporated with FLU classification of Commercial High, with an Underlaying MR-5 (CH/5) zoned General Commercial (CG), and incorporated vacant with FLU classification of Special High Density Residential (SHDR) zoned Infill Planned Unit Development (IPUD)

BACKGROUND

The subject area is located in unincorporated Palm Beach County and is contiguous to the City of Boynton Beach on the north, west, and southern boundaries. All properties within the proposed annexation area currently receive water and wastewater services from the City of Boynton Beach. As a condition of receiving these municipal services, property owners are required to enter into a formal agreement with the City.

This agreement, titled *"Summary of Agreement for Water and Wastewater Service Outside the City Limits, Covenant for Annexation, and Irrevocable Special Power of*

Attorney" (refer to the attached 'Agreements'), grants the City the authority to initiate voluntary annexation on behalf of the property owner at a time deemed appropriate by the City. This mechanism allows the City to extend municipal services and facilitate development on properties located outside of its corporate boundaries—even in cases where contiguity does not yet exist. Once sufficient contiguity is established, the City may exercise the Special Power of Attorney to annex multiple properties collectively. This coordinated annexation approach streamlines the process, reduces administrative and infrastructure costs, and provides a more efficient path for property development—whether at a small or large scale.

The site currently has a Palm Beach County Future Land Use Classification of CH/5 and MR-5 and is zoned Palm Beach County CG and RM, which permits commercial along federal and up to 5 dwelling units per acre for the east portion of the site. The application submitted is an application to voluntarily annex the property into the City of Boynton Beach and change the Future Land Use to LRC (Local Retail Commercial) and LDR (Low Density Residential) and zoning to C-3 and R-2, respectively, which would permit the existing uses at this location. There will be no change in use for the proposed annexation.

Review of the proposed annexation by staff finds the application meets the statutory conditions: the parcel is contiguous to the City boundary and "reasonably compact" in that it does not create enclaves or pockets. The application further reduces an existing enclave, which this location could be considered as it has city boundary surrounding on the north, west, and southern sides, with the Intracoastal Waterway directly to the east.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 29, 2025 staff sent a preliminary notification of the proposed annexation to the Palm Beach County Administrator and Planning Director and on August 15, 2025 notification of the Public Hearing was sent via certified mail. Comments will be provided to City Commission once received.

PROCESS

Since the size of the property under consideration does not exceed 50 acres, does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and is not located within an area of critical state concern, the proposed Future Land Use Map amendment is subject to the small-scale comprehensive plan amendment process per provisions of Chapter 163.3187, Florida Statutes. The final adoption by the City Commission is planned for January 2022.

REVIEW BASED ON CRITERIA

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed

change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. ***Demonstration of Need.*** *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

This request is accompanied by a request for annexation. The parcel currently has a Palm Beach County zoning and future land use designation, which would not be appropriate once the property is annexed into the City. Furthermore, the location has existing uses and structures and is developed. The proposed FLU classifications and proposed zoning allow for existing uses to be in compliance.

b. ***Consistency.*** *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.1.1 *The City shall issue development orders or permits only if infrastructure for potable water, sanitary sewer, solid waste and stormwater drainage exist, is provided for in accord with the requirements of this Comprehensive Plan, or will exist concurrent with the impacts of the development, and is sufficient to maintain or exceed adopted levels of service.*

Policy 1.1.6 *The City shall ensure that all proposed land use changes submitted to the Department of Economic Opportunity will include data and analysis demonstrating that adequate water supplies and associated public facilities are available to meet projected growth demands. If necessary, an amendment to the Capital Improvements Element will also be included.*

Policy 1.15.1 *The City shall continue to promote the orderly annexation of lands consistent with Chapter 171, Florida Statutes.*

Policy 1.15.3 *The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district. Reclassification and rezoning of properties annexed through city-initiated actions can be postponed for up to 6 months unless*

improvements are requested.

c. ***Land Use Pattern.*** *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The area is currently developed with a land use pattern established for commercial along Federal Highway and mixture of residential moving east to the Intracoastal Waterway. Both the zone changes and FLUM do not change any land use patterns for the area.

d. ***Sustainability.*** *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLU and zoning designations will compliment the existing uses of the area as the area is already developed. By annexing properties that are served by the City of Boynton Beach for water and wastewater, this allows for a more conservative method for future water usage. The zone change and FLUM are required to applied at time of annexation.

e. ***Availability of Public Services / Infrastructure.*** *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

The area is already developed and being served by the City of Boynton Beach. See attached for department estimates of expenditures to the City if approved for annexation, zone change, and FLUM.

f. ***Compatibility.*** *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The area in question is already developed and is consistent with surrounding development for commercial and residential development.

g. Economic Development Impact Determination for Conventional Zoning Districts. *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further Economic Development Program, but also determine whether the proposal would:*

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

See attached for department estimates for expenditures of impact on City services for an annexation, zone change, and FLUM associated with this proposal.

h. Commercial and Industrial Land Supply. *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposal is for an area that is already developed as commercial and residential. No changes are anticipated at this time.

i. Alternative Sites. *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

As the site is already developed, it would not be feasible to move to another site, therefore this criterion does not apply.

j. <u>Master Plan and Site Plan Compliance with Land Development Regulations.</u> *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

Section 2.D.1.e states that "A master plan shall be required when a privately-initiated application is made to rezone lands to a planned zoning district." The proposed zoning district is a conventional zoning district, therefore this criterion does not apply.

RECOMMENDATION

Staff has reviewed the proposed Annexation and Future Land Use & Zoning Map amendments against the review criteria provided in Chapter 2, Article II, Section 2, Subsections A.3, B.3.c & D.3 and has found the proposal to meet the aforementioned criteria. Therefore staff recommends that the request be approved.

MAJOR DEVELOPMENT APPLICATION FORMS

Pre-Application Conference

Has a Pre-Application Conference been held in regards to this project?	YES ☐	NO* ☒	If yes, Date of Meeting: _____
N/A, City is Applicant			Name of City Planner: _____

* Pursuant to Chapter 2, Article II, Section 1.C.2 of the Land Development regulations, a Pre-Application Conference shall be required prior to the submittal of this application.

Project Information

Name of Project:	Bamboo Lane Annexation
Description of Existing Use(s) of Property / Site:	Residential and Commercial
Description of Proposed Use(s) of Property / Site:	No changes in use/site

* Describe the proposed use(s) and building size(s), expressed in square feet.

Previous Site Plan Approval on Subject Property:	YES ☐	NO ☒	Unknown	
Is the proposed use eligible for the City's Expedited Development Review Program pursuant to Chapter 2, Article I, Section 5 of the Land Development Regulations?	YES ☐	NO ☒	**If Yes, Approval Date:**	

* On an attached addendum, indicate the proposed uses(s) and / or describe the project's characteristics that avails itself the opportunity for Program eligibility.

Existing Land Use Classification (from Future Land Use Map):	Palm Beach County - CH/5 and MR-5
Proposed Land Use Classification (if any):	LDR and LRC

Existing Zoning District Designation (From Official Zoning Map):	Palm Beach County - CG and RM
Proposed Zoning District Designation (if any):	C-3 and R-2

Parcel Control Number (PCN):	See Attached

* List all PCN's on an attached addendum for applications comprised of multiple lots.

Address:	See Attached
Legal Description(s):	

*Provide a list of addresses and legal descriptions on attached addendum if more space is needed.

Is the property located in the Community Redevelopment Area (CRA)?	YES ☐	NO ☉
Is the subject property listed in the City's Inventory of Historic Sites?	YES ☐	NO ☉

Parcel Size (In Square Feet / Acres):	200,991.4 sqft	/	4.61 acres
Project Architect:	N/A		
Project Landscape Architect:	N/A		
Project Engineer:	N/A		
Project Surveyor:	N/A		

Applicant Information

Full Name:	Gabe *First*	Sevigny *Last*	*M.I.*
Company Name:	City of Boynton Beach Planning & Zoning Department		
Address:	100 E. Ocean Avenue		
	Boynton Beach *City*	FL *State*	33435 *Zip Code*
Phone:			
Email:			

Interest in Property (check one):	Owner ☐	Lessee ☐	Contract Purchaser ☐

**See attached for Special Power of Attorney

*Provide the following property documents:

a) Copy of the last recorded Warranty Deed with all applications.
b) Written consent of all property owners of record if subject property is under joint or multiple ownership;
c) If a lessee, include a copy of the Lease Agreement and written consent of the owner(s);
d) If an authorized agent, include a copy of the Agent Agreement or written consent by the seller(s) and owner(s);
e) If a corporation or other business entity, the name of the officer or person responsible for the application and written proof that such representative has the delegated authority to represent the corporation or other business entity, or in lieu thereof, written proof that he is in fact, an officer of the corporation or other business entity; or
f) If a contract purchaser, a copy of the Purchase Contract and written consent of the seller(s) and owner(s).

Property Owner (Trustee) Information

Full Name:	*First*	*Last*	*M.I*
Address:			
	City	*State*	*Zip Code*

Agent Information

	Daniel	Dugger	
Full Name:	*First*	*Last*	*M.I*
Company Name:			
Address:	100 East Ocean Ave		
	Boynton Beach	FL	33435
	City	*State*	*Zip Code*
Phone:			
Email:			

*All correspondence will be mailed to the agent unless there I no agent of record, in which case, all correspondence will be mailed to the applicant. This party will receive agendas, letters, and other materials.

Authorization of Agent

Signature of authorized agent. — Date: 7-29-25

Signature of Owner(s) or Trustee, of authorized principal if property is owned by a corporation or other business entity. — Date

OR

Signature of contract purchaser (if applicant). — Date

Certification

(I) (We) understand that this application and all papers and plans submitted herewith become part of the permanent records of the planning and zoning division. (I) (We) hereby certify that the above statements or showings in any papers or plans submitted herewith are true to the best of (my) (our) knowledge and belief. This application will not be accepted unless signed according to the instructions below.

Signature of Owner(s) or Trustee, of authorized principal if property is owned by a corporation or other business entity. — Date: 7-29-25

OR

Signature of contract purchaser (if applicant). — Date

Rider to the Site Plan Application

The undersigned as applicant for site plan approval does hereby acknowledge, represent, and agree that all plans, specifications, drawings, engineering, and other data submitted with this application for review by the city of Boynton beach shall be reviewed by the various boards, commissions, staff personnel, and other parties designated, appointed, or employed by the city of Boynton beach, and any such party reviewing the same shall rely upon the accuracy thereof, and any change in any item submitted shall be deemed material and substantial.

The undersigned hereby agrees that all plans, specifications, drawings, engineering, and other data that may be approved by the City of Boynton Beach, or its boards, commissions, staff, or designees shall be constructed in strict compliance with the form in which they are approved, and any change to the same shall be deemed material and shall place the applicant in violation of this application and all approvals and permits which may be granted.

The applicant agrees to allow the City of Boynton Beach all rights and remedies as provided for by the applicable codes and ordinances of the City of Boynton Beach to bring any violation into compliance, and the applicant shall indemnify, reimburse, and save the City of Boynton Beach harmless from any cost, expense, claim, liability, or any action which may arise due to their enforcement of the same.

READ, ACKNOWLEDGED, AND AGREED TO this 29 day of July, 2025.

Signature of Applicant

Signature of Witness

Signature of Witness

A representative must be present at all Development Application Review Team (DART) meetings, Planning and Development Board meetings, and City Commission meetings held to review this project.

PCN	Owner Name 1	Owner Name 2	Location Address
00-43-46-04-00-001-0090	815 PALMER ROAD LAND TRUST		815 PALMER RD
00-43-46-04-00-001-0110	DE STEFANIS TANCREDI M		807 PALMER RD
00-43-46-04-00-001-0120	CONAMKAT PROPERTY DEV INC		801 PALMER RD
00-43-46-04-00-001-0130	BONIFACINO JEFFERY		809 PALMER RD
00-43-46-04-00-001-0150	SLOCUM CHAYA	SLOCUM MICHAEL C	821 BAMBOO LN
00-43-46-04-00-001-0160	CASA BAMBOO LLC		819 BAMBOO LN
00-43-46-04-00-001-0180	GALLAGHER LAURA M	GALLAGHER STEPHEN J	816 BAMBOO LN
00-43-46-04-00-001-0190	BAMBOO LN LLC		804 BAMBOO LN
00-43-46-04-00-001-0200	MCKENZIE CATHERINE L	MCKENZIE BART B	806 BAMBOO LN
00-43-46-04-00-001-0210	LEVY SACHA	LEVY ALBERT	810 BAMBOO LN
00-43-46-04-00-001-0220	BARRERA MARIA L		3675 N FEDERAL HWY
00-43-46-04-00-001-0250	MEHANOVIC ELIZABETH	MEHANOVIC EDIN	820 BAMBOO LN
00-43-46-04-00-001-0300	3737 FEDERAL HIGHWAY LLC		3737 N FEDERAL HWY
00-43-46-04-00-001-0310	NIGEL DEVELOPMENT INC		3705 N FEDERAL HWY
00-43-46-04-00-001-0400	GROSS RENE H	GROSS KATHY R	823 PALMER RD

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Casa Bamboo LLC (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Daniel Al. Leiva, as Corporate Representative of Casa Bamboo LLC and recorded at Book 34950 Page 1307, pursuant to a Water Service Agreement recorded at Book 34950 Page 1307. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Daniel A. Leiva, as Corporate Representative of Casa Bamboo LLC and recorded at Book 34950 Page 1307, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Casa Bamboo LLC, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Casa Bamboo LLC, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me ~~as identification~~, and who is acting as Attorney-in-Fact for Casa Bamboo LLC pursuant to a Power of Attorney dated August 8, 2023.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Michael C. Slocum and Chaya Slocum (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Michael C. Slocum and Chaya Slocum and recorded at Book 32523 Page 1017, pursuant to a Water Service Agreement recorded at Book 32523 Page 1017. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Michael C. Slocum and Chaya Slocum and recorded at Book 32523 Page 1017, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Michael C. Slocum and Chaya Slocum, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Michael C. Slocum and Chaya Slocum, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [ ] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me ~~as identification~~, and who is acting as Attorney-in-Fact for Michael C. Slocum and Chaya Slocum pursuant to a Power of Attorney dated April 5, 2021.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Edin Mehanovic and Elizabeth Mehanovic (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Edin Mehanovic and Elizabeth Mehanovic and recorded at Book 32523 Page 1009, pursuant to a Water Service Agreement recorded at Book 32523 Page 1009. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Edin Mehanovic and Elizabeth Mehanovic and recorded at Book 32523 Page 1009, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Edin Mehanovic and Elizabeth Mehanovic, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Edin Mehanovic and Elizabeth Mehanovic, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me ~~as identification~~, and who is acting as Attorney-in-Fact for Edin Mehanovic and Elizabeth Mehanovic pursuant to a Power of Attorney dated April 1, 2021.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Stephen J. Gallagher and Laura M. Gallagher (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Stephen J. Gallagher and Laura M. Gallagher and recorded at Book 34100 Page 164, pursuant to a Water Service Agreement recorded at Book 34100 Page 164. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Stephen J. Gallagher and Laura M. Gallagher and recorded at Book 34100 Page 164, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Stephen J. Gallagher and Laura M. Gallagher, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Stephen J. Gallagher and Laura M. Gallagher, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me ~~as identification~~, and who is acting as Attorney-in-Fact for Stephen J. Gallagher and Laura M. Gallagher pursuant to a Power of Attorney dated January 17, 2023.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

NOTARY PUBLIC STATE OF FLORIDA
MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Albert Levy and Sacha Levy (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Albert Levy and Sacha Levy and recorded at Book 32523 Page 1005, pursuant to a Water Service Agreement recorded at Book 32523 Page 1005. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Albert Levy and Sacha Levy and recorded at Book 32523 Page 1005, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Albert Levy and Sacha Levy, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Albert Levy and Sacha Levy, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [ ] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me as ~~identification~~, and who is acting as Attorney-in-Fact for Albert Levy and Sacha Levy pursuant to a Power of Attorney dated March 9, 2021.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Bart B Mckenzie, Catherine L Mckenzie, and Landon D Mckenzie (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Shelly Ohare, the authorized representative for Gulfstream Holdings, LLC and recorded at Book 33693 Page 0345, pursuant to a Water Service Agreement recorded at Book 33693 Page 0345. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Shelly Ohare, an authorized representative for Gulfstream Holdings, LLC and recorded at Book 33693 Page 0345, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Bart B Mckenzie, Catherine L Mckenzie, and Landon D Mckenzie, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Bart B Mckenzie, Catherine L Mckenzie, and Landon D Mckenzie, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me as ~~identification~~, and who is acting as Attorney-in-Fact for Bart B Mckenzie, Catherine L Mckenzie, and Landon D Mckenzie pursuant to a Power of Attorney dated June 24, 2022.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Bamboo LN LLC (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by David B. Abbasi & Casey B. Abbassi and recorded at Book 32523 Page 1011, pursuant to a Water Service Agreement recorded at Book 32523 Page 1011. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by David B. Abbasi & Casey B. Abbassi and recorded at Book 32523 Page 1011, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Bamboo LN LLC, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of ~~Boynton Beach~~ by Daniel Dugger, City Manager, as Attorney-in-Fact for Bamboo LN LLC, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me as ~~identification~~, and who is acting as Attorney-in-Fact for Bamboo LN LLC pursuant to a Power of Attorney dated April 5, 2021.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Conamkat Property Development, Inc (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Nadine Piszel, as Corporate Representative of Conamkat Property Development Inc and recorded at Book 32523 Page 1015 pursuant to a Water Service Agreement recorded at Book 32523 Page 1015. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Nadine Piszel, as Corporate Representative of Conamkat Property Development Inc and recorded at Book 32523 Page 1015, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Conamkat Property Development, Inc, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Conamkat Property Development, Inc, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me as ~~identification~~, and who is acting as Attorney-in-Fact for Conamkat Property Development, Inc pursuant to a Power of Attorney dated March 31, 2021.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Tancredi Mario de Stefanis (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Raymond Mullen and Patricia Mullen and recorded at Book 32523 Page 1013, pursuant to a Water Service Agreement recorded at Book 32523 Page 1013. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Raymond Mullen and Patricia Mullen and recorded at Book 32523 Page 1013, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Tancredi Mario de Stefanis, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Tancredi Mario de Stefanis, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025 by Daniel Dugger who ~~has produced~~ is personally known to me as ~~identification~~, and who is acting as Attorney-in-Fact for Tancredi Mario de Stefanis pursuant to a Power of Attorney dated March 19, 2021.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Jeffery Bonifacino (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Chris Mygatt and Curtis Bennett and recorded at Book 32523 Page 1023, pursuant to a Water Service Agreement recorded at Book 32523 Page 1023. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Chris Mygatt and Curtis Bennett and recorded at Book 32523 Page 1023, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Jeffery Bonifacino, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Jeffery Bonifacino, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me as ~~identification~~, and who is acting as Attorney-in-Fact for Jeffery Bonifacino pursuant to a Power of Attorney dated April 29, 2021.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for 815 Palmer Road Land Trust (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Robert Peterson, Kelly Peterson, and Michael Gravelese and recorded at Book 32523 Page 1029, pursuant to a Water Service Agreement recorded at Book 32523 Page 1029. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Robert Peterson, Kelly Peterson, and Michael Gravelese and recorded at Book 32523 Page 1029, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for 815 Palmer Road Land Trust, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for 815 Palmer Road Land Trust, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me as ~~identification~~, and who is acting as Attorney-in-Fact for 815 Palmer Road Land Trust pursuant to a Power of Attorney dated April 28, 2021.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this this 30 day of July , 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Rene Helmut Gross and Kathy Ruth Gross (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Rene Helmut Gross and Kathy Ruth Gross and recorded at Book 32523 Page 1019, pursuant to a Water Service Agreement recorded at Book 32523 Page 1019. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Rene Helmut Gross and Kathy Ruth Gross and recorded at Book 32523 Page 1019, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Rene Helmut Gross and Kathy Ruth Gross, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Rene Helmut Gross and Kathy Ruth Gross, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me as ~~identification~~, and who is acting as Attorney-in-Fact for Rene Helmut Gross and Kathy Ruth Gross pursuant to a Power of Attorney dated April 13, 2021.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Maria Luisa Barrera (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Maria Luisa Barrera and recorded at Book 32523 Page 1007, pursuant to a Water Service Agreement recorded at Book 32523 Page 1007. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Maria Luisa Barrera and recorded at Book 32523 Page 1007, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Maria Luisa Barrera, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Maria Luisa Barrera, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me as ~~identification~~, and who is acting as Attorney-in-Fact for Maria Luisa Barrera pursuant to a Power of Attorney dated March 17, 2021.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for Nigel Development, Inc (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Jaime Mayo, as Corporate Representative of Nigel Development, Inc and recorded at Book 33824 Page 1747, pursuant to a Water Service Agreement recorded at Book 33824 Page 1747. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed Jaime Mayo, as Corporate Representative of Nigel Development, Inc and recorded at Book 33824 Page 1747, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Nigel Development, Inc, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for Nigel Development, Inc, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me as ~~identification~~, and who is acting as Attorney-in-Fact for Nigel Development, Inc pursuant to a Power of Attorney dated August 24, 2022.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach by Daniel Dugger as Attorney-in-Fact for 3737 Federal Highway, LLC (hereinafter "Owner").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Edward M. Renzulli as Corporate Representative of 3737 Federal Highway, LLC and recorded at Book 32523 Page 1021, pursuant to a Water Service Agreement recorded at Book 32523 Page 1021. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Edward M. Renzulli as Corporate Representative of 3737 Federal Highway, LLC and recorded at Book 32523 Page 1021, a copy of which is attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for 3737 Federal Highway, LLC, Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for 3737 Federal Highway, LLC, Petitioner

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger who ~~has produced~~ is personally known to me as ~~identification~~, and who is acting as Attorney-in-Fact for 3737 Federal Highway, LLC pursuant to a Power of Attorney dated March 10, 2021.

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

Exhibit A

BAMBOO LANE AND PALMER ROAD

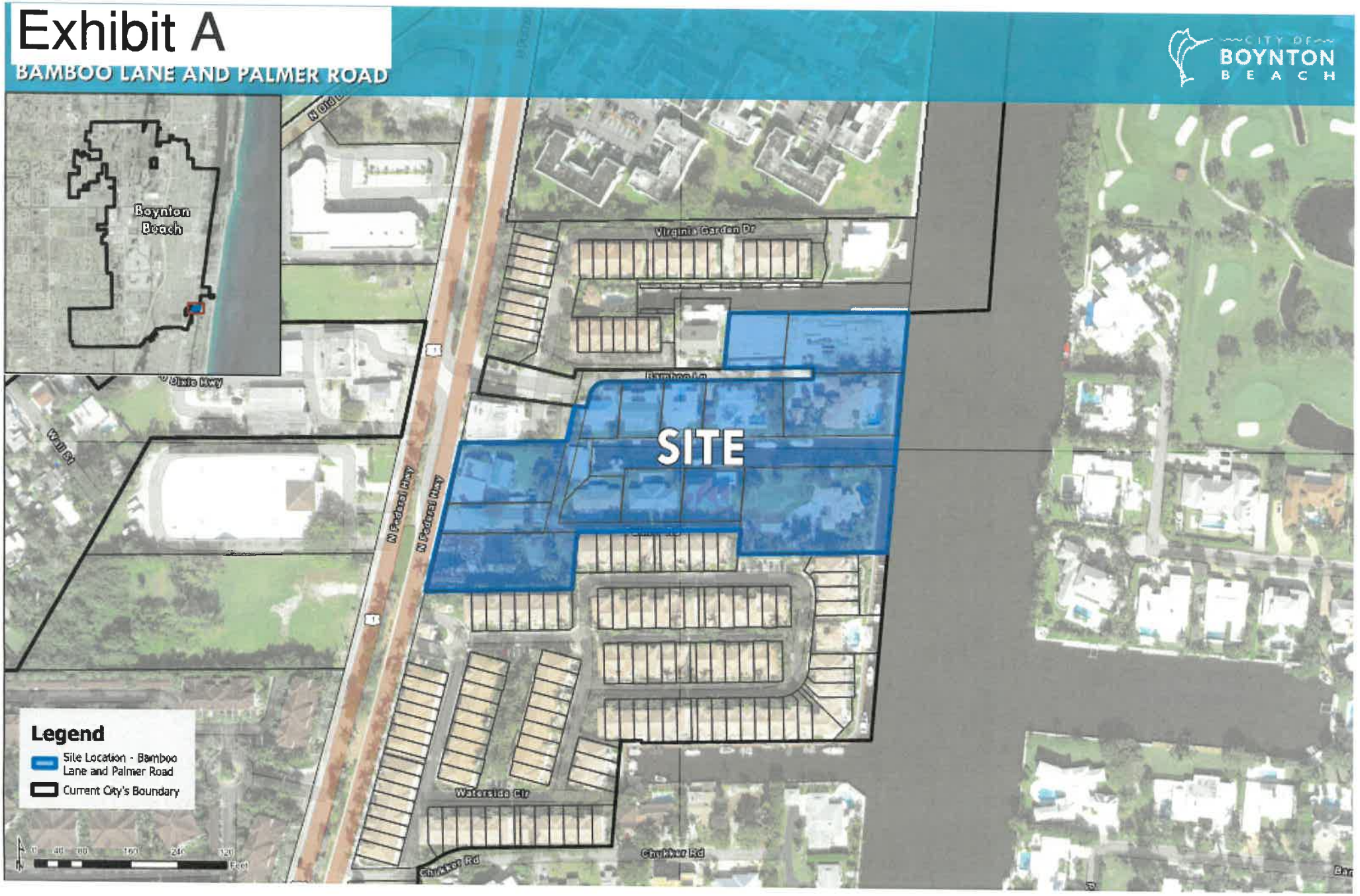
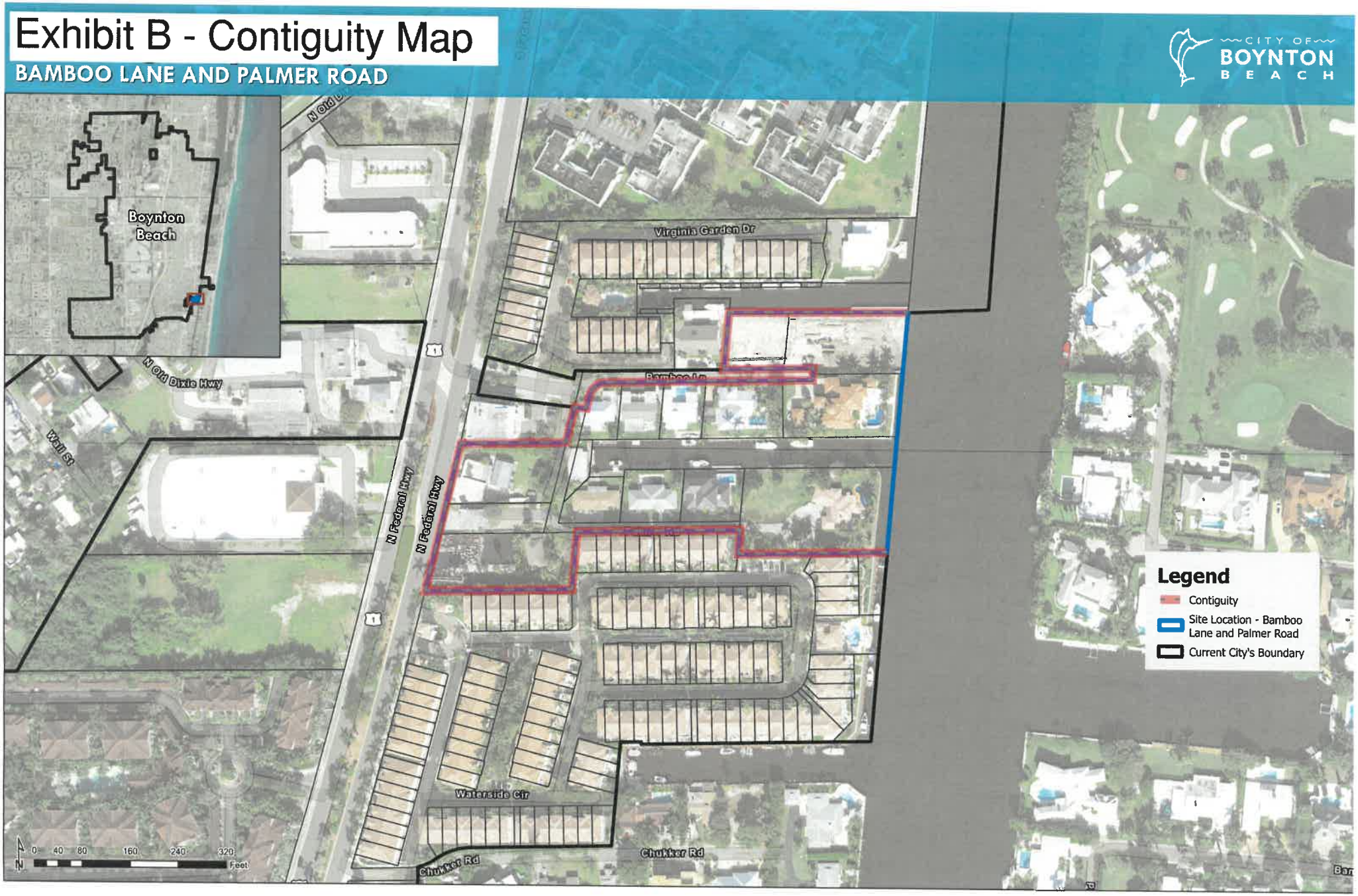


Exhibit B - Contiguity Map

BAMBOO LANE AND PALMER ROAD



Contiguity Map

BAMBOO LANE AND PALMER ROAD

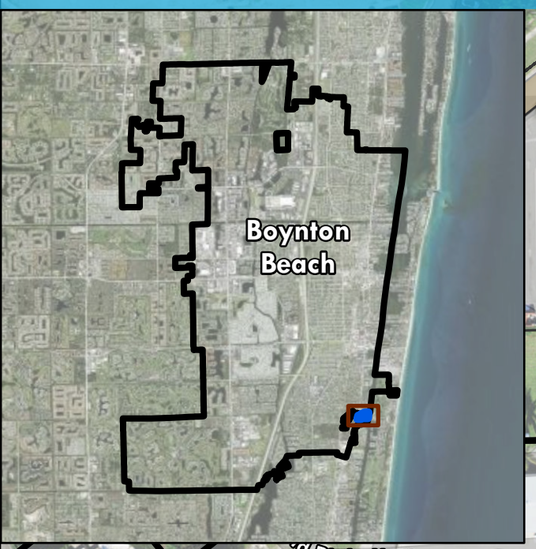
CITY OF BOYNTON BEACH



Location Map

BAMBOO LANE AND PALMER ROAD

CITY OF BOYNTON BEACH



SITE

Virginia Garden Dr

Bamboo Ln

Palmer Rd

Waterside Cir

Chukker Rd

Chukker Rd

N Federal Hwy

N Federal Hwy

S Federal

N Old Dixie

d Dixie Hwy

Wall St

1

1

Legend

- Site Location - Bamboo Lane and Palmer Road
- Current City's Boundary

0 40 80 160 240 320 Feet

N

556

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

BEGIN at the southwest corner of ESTANCIA AT BOYNTON BEACH PUD, according to the Plat thereof as recorded in Plat Book 108, Page 25, of the Public Records of Palm Beach County, Florida; thence S 76°27'18" E along the south limits of said plat, 150 feet; thence N 11°16'09" E, along said south limits of plat, 13.95 feet; thence N 89°18'46" E, along said south limits of plat and its easterly extension also being the north line of Bamboo Lane, 248.78 feet to the southeast corner of Lot 2A as described in Official Records Book 16543, Page 145; thence N 05°26'06" E, along the east line of said Lot 2A, a distance of 94.50 feet to the south line of Tract C of said plat; thence N 89°18'46" E, along the south line of Tract C, 300 feet to the west right-of-way line of the Intracoastal Waterway; thence S 05°26'06" W, along said west right-of-way line, 209 feet to a line 422.63 feet southerly from, as measured at right angles to the north line of Section 4; thence S 89°18'46" W along said line, 514.6 feet to the northeast corner of the lands described in Official Records Book 25373, Page 1985; thence S 00°35'46" W, along the east line of said lands, 69.00 feet to the northwest corner of the lands described in Official Records Book 32895, Page 188; thence N 89°18'46" E, along the north line of said lands, 59.9 feet to the west line of the lands described in Official Records Book 35150, Page 1709; thence N 05°26'06" E, along said west line, 11.5 feet to the north line of said lands; thence N 89°18'46" E, along said north line and its easterly extension 450.00 feet to said west right-of-way line of the Intracoastal Waterway; thence S 05°26'06" W, along said west right-of-way line, 144.58 feet to the northeast corner of WATERSIDE VILLAGE P.U.D., according to the Plat thereof as recorded in Plat Book 106, Page 195, of the Public Records of Palm Beach County, Florida; thence S 89°18'46" W, along the northerly limits of said plat, 250.00 feet; thence N 06°36'55" E, along said northerly limits, 40.21 feet to the south line of Palmer Road; thence S 89°18'46" W, along said northerly limits and south line of Palmer Road, 274.00 feet; thence S 05°26'06" W, along said plat limits, 95.70 feet, thence S 89°14'41" W, along said limits, 245.48 feet to the east right-of-way line of U.S. Highway No. 1; thence Northerly, along said right-of-way line, 250 feet to the south line of the lands described in Official Records Book 32593, Page 341; thence N 89°18'46" E, along said south line, 150 feet to the east line of said lands; thence Northerly, along said east line, 70 feet to the north line of said lands; thence Westerly, along said north line, 149 feet to said east right-of-way line; thence Northerly, along said east right-of-way line, 64.57 feet to the POINT OF BEGINNING.

REVISIONS

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	13344-R3
SCALE:	N/A
DATE:	04/17/2025
BY:	M.J.A.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	1 OF 3

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

LESS THEREFROM BAMBOO LANE AS DESCRIBED BELOW:

BEGIN at the southwest corner of ESTANCIA AT BOYNTON BEACH PUD, according to the Plat thereof as recorded in Plat Book 108, Page 25, of the Public Records of Palm Beach County, Florida; thence S 76°27'18" E along the south limits of said plat, 150 feet; thence N 11°16'09" E, along said south limits of plat, 13.95 feet; thence N89°18'46"E, along said south limits of plat and its easterly extension also being the north line of Bamboo Lane 399.78 feet; thence S05°26'06"W, along a line parallel to the West Right-of-Way Line of the Intracoastal Waterway (recorded in Plat Book 17, Page 14A, Palm Beach County Records), a distance of 20.11 feet; thence S89°18'46"W, a distance of 360.23 feet to a point of curvature of a circular curve to the left, concave Southeasterly; thence Westerly and Southerly along the arc of said curve, having a radius of 30.00 feet and a central angle of 75°58'00", for an arc distance of 39.78 feet to a point of reverse curvature; thence Southerly along the arc of said curve, having a radius of 6044.32 feet and a central angle of 0°11'04", for an arc distance of 19.46 feet; thence N83°08'11"W, a distance of 169.15 feet to a point on the East Right-of-Way Line of U.S. Highway No. 1, State Rd. No. 5 (recorded in Plat Book 2, Page 158, Palm Beach County Records), said point being on the arc of a circular curve to the Left, concave Westerly, at which the radius point bears N76°09'51"W; thence Northerly along the arc of said curve, having a radius of 5762.65 feet and a central angle of 0°38'31", for an arc distance of 64.57 feet to the POINT OF BEGINNING.

REVISIONS

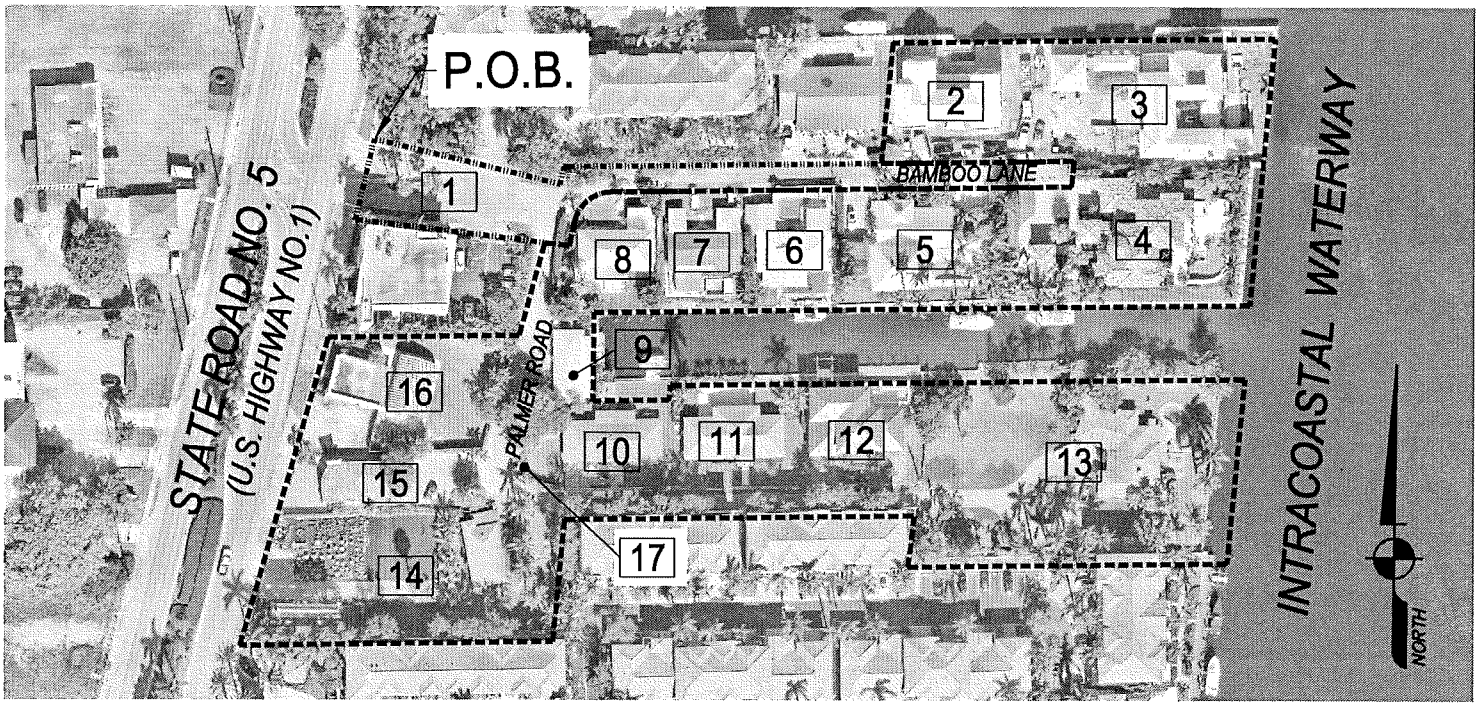
AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	13344-R3
SCALE:	N/A
DATE:	04/17/2025
BY:	M.J.A.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	2 OF 3

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA



0 150 300

GRAPHIC SCALE IN FEET
1" = 150'

1 Bamboo Lane

2 Address: 819 Bamboo Lane
PCN: 00-43-46-04-00-001-0160

3 Address: 821 Bamboo Lane
PCN: 00-43-46-04-00-001-0150

4 Address: 820 Bamboo Lane
PCN: 00-43-46-04-00-001-0250

5 Address: 816 Bamboo Lane
PCN: 00-43-46-04-00-001-0180

6 Address: 810 Bamboo Lane
PCN: 00-43-46-04-00-001-0210

7 Address: 806 Bamboo Lane
PCN: 00-43-46-04-00-001-0200

8 Address: 804 Bamboo Lane
PCN: 00-43-46-04-00-001-0190

9 Address: 801 Palmer Lane
PCN: 00-43-46-04-00-001-0120

LEGEND

10 PROPERTY NUMBER
POB POINT OF BEGINNING
PCN PROPERTY CONTROL NUMBER
DISTRICT LIMITS
LESS OUT

10 Address: 807 Palmer Road
PCN: 00-43-46-04-00-001-0110

11 Address: 809 Palmer Road
PCN: 00-43-46-04-00-001-0130

12 Address: 815 Palmer Road
PCN: 00-43-46-04-00-001-0090

13 Address: 823 Palmer Road
PCN: 00-43-46-04-00-001-0400

14 Address: 3675 N Federal Highway
PCN: 00-43-46-04-00-001-0220

15 Address: 3705 N Federal Highway
PCN: 00-43-46-04-00-001-0310

16 Address: 3737 N Federal Highway
PCN: 00-43-46-04-00-001-0300

17 Palmer Road

REVISIONS

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	13344-R3
SCALE:	1"=150'
DATE:	04/17/2025
BY:	M.J.A.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	3 OF 3

Project Statement

The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries. All properties within the requested annexation are served by the City of Boynton Beach in regards to water and wastewater.

The area currently has a Palm Beach County future land use designation of CH/5 and MR-5 and is zoned Palm Beach County CG and RM, which permits commercial along federal and up to 5 dwelling units per acre for the east portion of the site. The application submitted is an application to voluntarily annex the property into the City of Boynton Beach and change the future land use to Local Retail Commercial (LRC) and Low Density Residential (LDR) and zoning to Community Commercial (C-3) and Single- and Two-Family Residential (R-2), respectively, which would permit the existing uses at this location. There will be no change in use for the proposed annexation.

Review of the proposed annexation application meets the statutory conditions: the parcel is contiguous to the City boundary and “reasonably compact” in that it does not create enclaves or pockets. The application further reduces an existing enclave, which this location could be considered as it has city boundary surrounding on the north, west, and southern sides, with the Intracoastal Waterway directly to the east.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018.

Since the size of the property under consideration does not exceed 50 acres, does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and is not located within an area of critical state concern, the proposed Future Land Use Map amendment is subject to the small-scale comprehensive plan amendment process per provisions of Chapter 163.3187, Florida Statutes.

REVIEW BASED ON CRITERIA

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. <u>Demonstration of Need</u>. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

This request is accompanied by a request for annexation. The parcel currently has a Palm Beach County zoning and future land use designation, which would not be appropriate once the property is annexed into the City. Furthermore, the location has existing uses and structures and is developed. The proposed FLU classifications and proposed zoning allow for existing uses to be in compliance.

b. <u>Consistency</u>. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.1.1 *The City shall issue development orders or permits only if infrastructure for potable water, sanitary sewer, solid waste and stormwater drainage exist, is provided for in accord with the requirements of this Comprehensive Plan, or will exist concurrent with the impacts of the development, and is sufficient to maintain or exceed adopted levels of service.*

Policy 1.1.6 *The City shall ensure that all proposed land use changes submitted to the Department of Economic Opportunity will include data and analysis demonstrating that adequate water supplies and associated public facilities are available to meet projected growth demands. If necessary, an amendment to the Capital Improvements Element will also be included.*

Policy 1.15.1 *The City shall continue to promote the orderly annexation of lands consistent with Chapter 171, Florida Statutes.*

Policy 1.15.3 *The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district. Reclassification and rezoning of properties annexed through city-initiated actions can be postponed for up to 6 months unless improvements are requested.*

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The area is currently developed with a land use pattern established for commercial along Federal Highway and mixture of residential moving east to the Intracoastal Waterway. Both the zone changes and FLUM do not change any land use patterns for the area.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLU and zoning designations will compliment the existing uses of the area as the area is already developed. By annexing properties that are served by the City of Boynton Beach for water and wastewater, this allows for a more conservative method for future water usage. The zone change and FLUM are required to applied at time of annexation.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

The area is already developed and being served by the City of Boynton Beach. See attached for department estimates of expenditures to the City if approved for annexation, zone change, and FLUM.

f. ***Compatibility.*** *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The area in question is already developed and is consistent with surrounding development for commercial and residential development.

g. ***Economic Development Impact Determination for Conventional Zoning Districts.*** *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further Economic Development Program, but also determine whether the proposal would:*

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

See attached for department estimates for expenditures of impact on City services for an annexation, zone change, and FLUM associated with this proposal.

h. ***Commercial and Industrial Land Supply.*** *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for*

commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposal is for an area that is already developed as commercial and residential. No changes are anticipated at this time.

i. Alternative Sites. *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

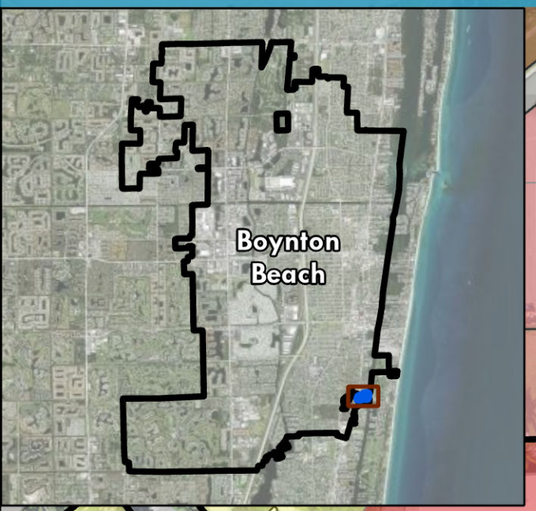
As the site is already developed, it would not be feasible to move to another site, therefore this criterion does not apply.

j. Master Plan and Site Plan Compliance with Land Development Regulations. *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

Section 2.D.1.e states that "A master plan shall be required when a privately-initiated application is made to rezone lands to a planned zoning district." The proposed zoning district is a conventional zoning district, therefore this criterion does not apply.

Existing Future Land Use Map (CH/5)

CITY OF BOYNTON BEACH



N Old Dixie Hwy

N Federal Hwy

Virginia Garden Dr

Bamboo Ln

Palmer Rd

Wall St

EXISTING FLU: CH/5

Waterside Cir

Chukker Rd

0 40 80 160 240 320 Feet

N

Legend

- Site Location
- Current City's Boundary

PBC Future Land Use

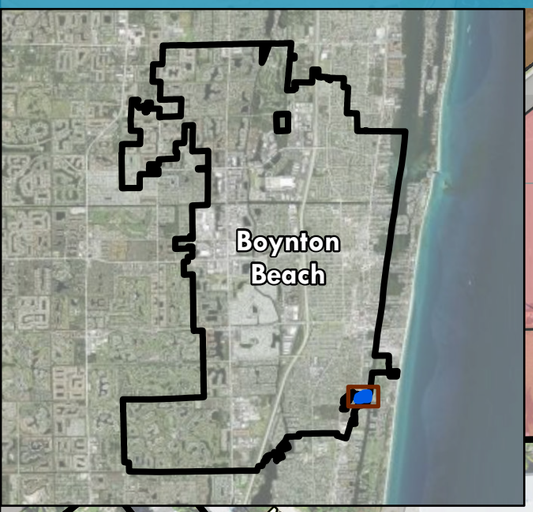
- COMMERCIAL HIGH, WITH AN UNDERLYING MR-5
- MEDIUM RESIDENTIAL, 5 UNITS PER ACRE

BB Future Land Use

- LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
- MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre
- SPECIAL HIGH DENSITY RESIDENTIAL (SHDR); 20 D.U./Acre
- OFFICE COMMERCIAL (OC)
- LOCAL RETAIL COMMERCIAL (LRC)

Future Land Use Map (LRC)

CITY OF BOYNTON BEACH



N Old Dixie Hwy

Villa Cir

S Federal Hwy

Virginia Garden Dr

Bamboo Ln

Palmer Rd

N Old Dixie Hwy

Wall St

N Federal Hwy

N Federal Hwy

PROPOSED FLU: LRC

Waterside Cir

Chukker Rd

Chukker Rd

1

1

0 40 80 160 240 320 Feet

N

Legend

Site Location

Current City's Boundary

Future Land Use

LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre

MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre

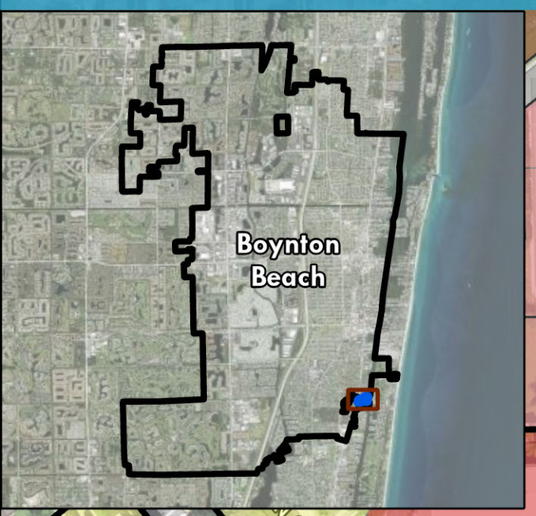
SPECIAL HIGH DENSITY RESIDENTIAL (SHDR); 20 D.U./Acre

OFFICE COMMERCIAL (OC)

LOCAL RETAIL COMMERCIAL (LRC)

Existing Future Land Use Map (MR-5)

CITY OF BOYNTON BEACH



EXISTING FLU:
MR-5

Virginia Garden Dr
Bamboo Ln
Palmer Rd
Waterside Cir
Chukker Rd
N Federal Hwy
N Old Dixie Hwy
Wall St
1

0 40 80 160 240 320 Feet

N

Legend

Site Location

Current City's Boundary

Layer

PBC Future Land Use

- COMMERCIAL HIGH, WITH AN UNDERLYING MR-5
- MEDIUM RESIDENTIAL, 5 UNITS PER ACRE

BB Future Land Use

- LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
- MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre
- SPECIAL HIGH DENSITY RESIDENTIAL (SHDR); 20 D.U./Acre
- OFFICE COMMERCIAL (OC)
- LOCAL RETAIL COMMERCIAL (LRC)

Future Land Use Map (LDR)

CITY OF BOYNTON BEACH

Boynton Beach

PROPOSED FLU: LDR

Virginia Garden Dr

Bamboo Ln

Palmetto Rd

Waterside Cir

Chukker Rd

N Old Dixie Hwy

N Federal Hwy

Wall St

0 40 80 160 240 320 Feet

N

Legend

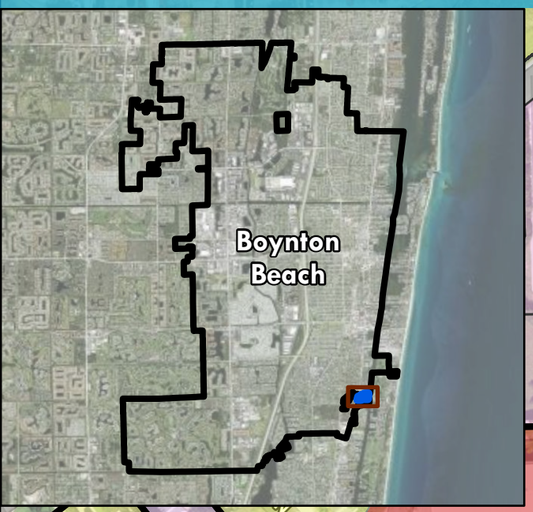
- Site Location
- Current City's Boundary

Future Land Use

- LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
- MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre
- SPECIAL HIGH DENSITY RESIDENTIAL (SHDR); 20 D.U./Acre
- OFFICE COMMERCIAL (OC)
- LOCAL RETAIL COMMERCIAL (LRC)

Existing Zoning Map (CG)

CITY OF BOYNTON BEACH



EXISTING ZONING: CG

N Federal Hwy

N Old Dixie Hwy

Wall St

Virginia Garden Dr

Bamboo Ln

Palmas Rd

Waterside Cir

Chukker Rd

0 40 80 160 240 320 Feet

N

Legend

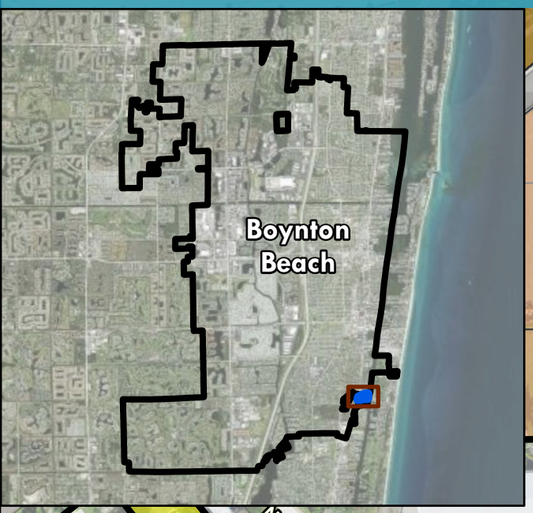
- Site Location
- Current City's Boundary

PBC Zoning

- COMMUNITY COMMERCIAL DISTRICT
- GENERAL COMMERCIAL DISTRICT
- MULTI-FAMILY RESIDENTIAL (MEDIUM DENSITY) DISTRICT
- NEIGHBORHOOD COMMERCIAL DISTRICT
- PUBLIC OWNERSHIP DISTRICT
- RESIDENTIAL PLANNED UNIT DEVELOPMENT DISTRICT
- SINGLE FAMILY RESIDENTIAL DISTRI(

Zoning Map (C3)

CITY OF BOYNTON BEACH



N Old Dixie Hwy

S Federal Hwy

Virginia Garden Dr

Bamboo Ln

Palmer Rd

N Old Dixie Hwy

Wall St

N Federal Hwy

N Federal Hwy

PROPOSED ZONING: C3

Waterside Cir

Chukker Rd

Chukker Rd

0 40 80 160 240 320 Feet

N

Legend

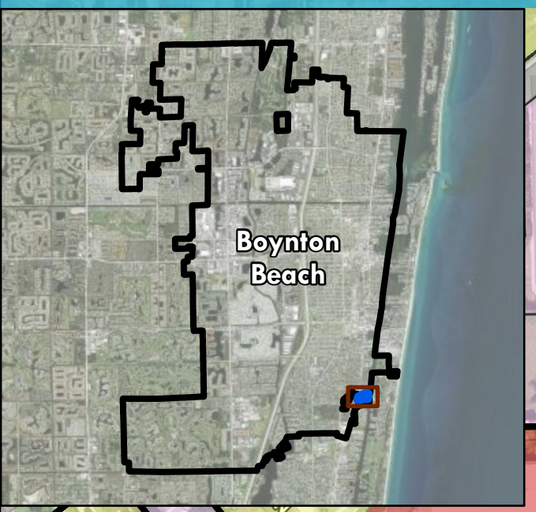
- Site Location
- Current City's Boundary

Zoning Classification

- C1 Office Professional
- C3 Community Commercial
- IPUD Infill Planned Unit Development
- PUD Planned Unit Development
- R1 Single Family, 7.5 du/ac
- R1AA Single Family, 5.5 du/ac
- R3 Multi Family, 11 du/ac

Existing Zoning Map (RM)

CITY OF BOYNTON BEACH



EXISTING ZONING:
RM

N Old Dixie Hwy
Virginia Garden Dr
Bamboo Ln
Palmas Rd
N Federal Hwy
Wall St
Waterside Cir
Chukker Rd

0 40 80 160 240 320 Feet

Legend

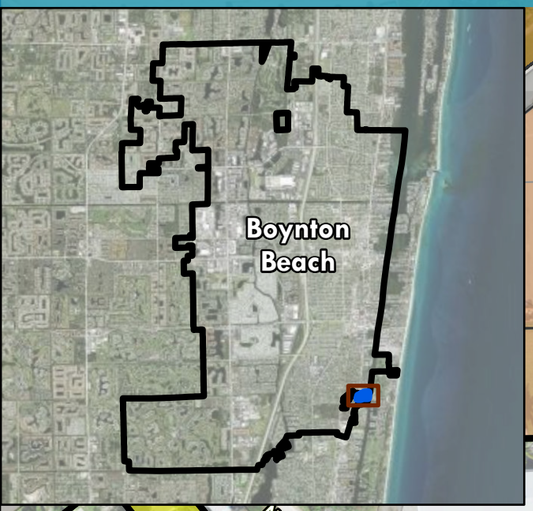
- Site Location
- Current City's Boundary

PBC Zoning

- COMMUNITY COMMERCIAL DISTRICT
- GENERAL COMMERCIAL DISTRICT
- MULTI-FAMILY RESIDENTIAL (MEDIUM DENSITY) DISTRICT
- NEIGHBORHOOD COMMERCIAL DISTRICT
- PUBLIC OWNERSHIP DISTRICT
- RESIDENTIAL PLANNED UNIT DEVELOPMENT DISTRICT
- SINGLE FAMILY RESIDENTIAL DISTRICT

Zoning Map (R2)

CITY OF BOYNTON BEACH



N Old Dixie Hwy

S Federal Hwy

Virginia Garden Dr

Bamboo Ln

PROPOSED ZONING: R2

Palmer Rd

N Federal Hwy

Wall St

Waterside Cir

Chukker Rd

0 40 80 160 240 320 Feet

N

Legend

- Site Location
- Current City's Boundary

Zoning Classification

- C1 Office Professional
- C3 Community Commercial
- IPUD Infill Planned Unit Development
- PUD Planned Unit Development
- R1 Single Family, 7.5 du/ac
- R1AA Single Family, 5.5 du/ac
- R3 Multi Family, 11 du/ac

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 4.61 ACRES OF UNINCORPORATED TERRITORY INTO THE CORPORATE LIMITS OF THE CITY PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR THE ANNEXATION OF THE PROPERTY DESCRIBED HEREIN; PROVIDING PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION; DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF PALM BEACH COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This proposed ordinance will provide City services for the applicant and will expand the City boundaries, thus serving the public health safety, morals and welfare.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

Annexation does not lessen or remove any private resident or commercial business. Thus, it is estimated that neither residents nor any businesses will incur additional costs. The city does not seek to impose any additional user or regulatory fees or charges, nor are any direct compliance costs expected.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

Annexation does not lessen or remove any private resident or commercial business. Thus, it is estimated that neither residents nor any businesses will incur additional costs. The city does not seek to impose any additional user or regulatory fees or charges, nor are any direct compliance costs expected.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Annexation does not lessen or remove any private resident or commercial business. Thus, it is estimated that neither residents nor any businesses will incur additional costs. The city does not seek to impose any additional user or regulatory fees or charges, nor are any direct compliance costs expected.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Zero (0)

4. Additional information the governing body deems useful (if any):

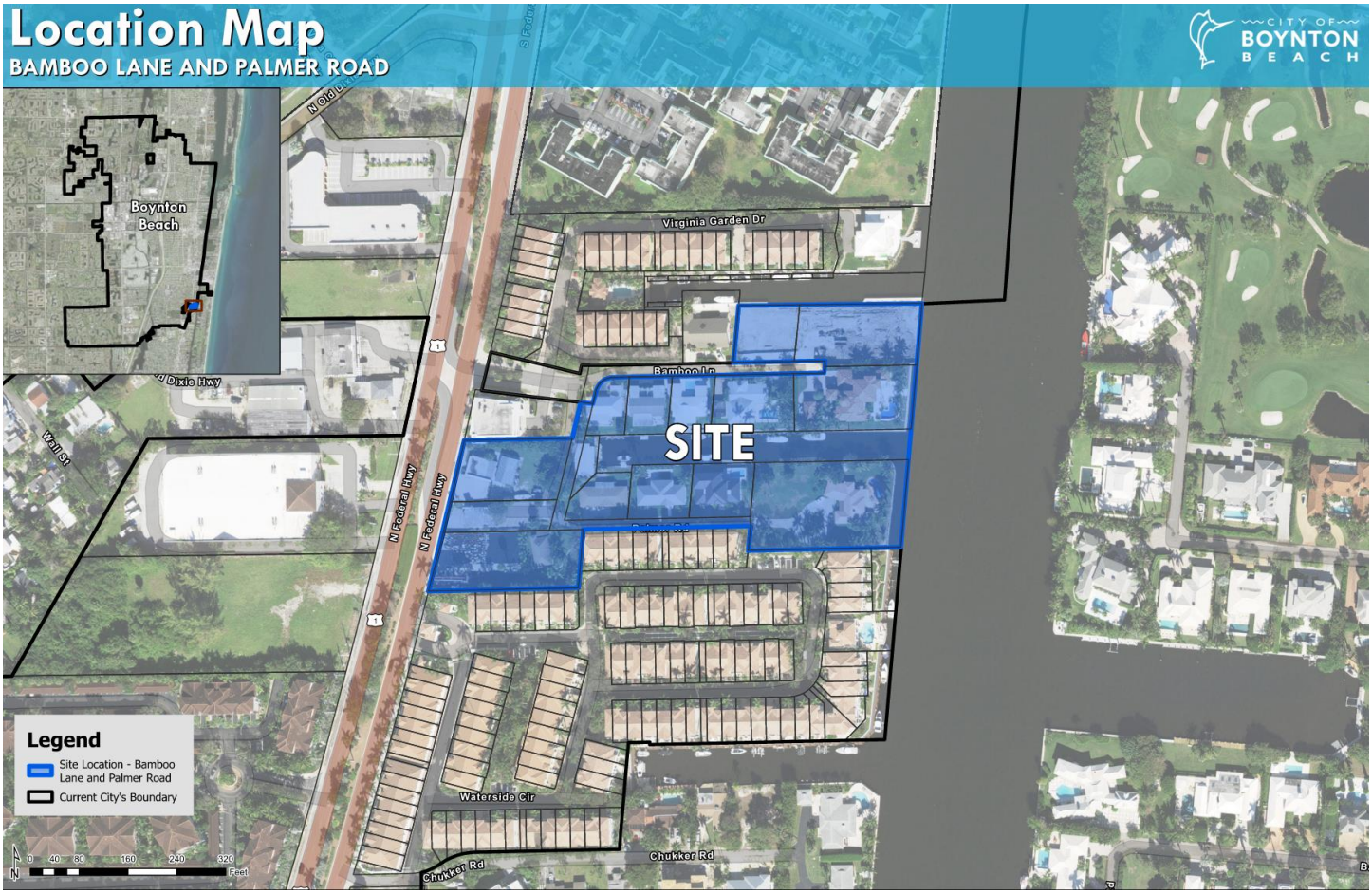
City staff solicited comments from businesses and residents in the City as to the potential impact of the proposed ordinance by direct mail or direct email, posting on City's website, etc. The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect residents or businesses.

Bamboo Lane Annexation

Annexation Feasibility Analysis

Original: February 7, 2025

Updated: August 13, 2025



Acreage:	4.61
2023 Population Estimate:	26
Number of Parcels:	16
Number of Residential Units:	12
Number of Non-Residential Units:	3
Taxable Value:	$14,328,352
Median Household Income:	$66,552
Per Capita Income:	$57,736
Owner/Renter Statistics:	**Owner:** 9
	Renter: 3
Median Age of Structure:	69 years
Approx. number of jobs within Subarea:	Unknown
Linear Lane-Miles of County Roads:	**Local:** 0.2
	Collector: 0
	Arterial: 0
	Total: 0.2

Inventory of Public Service Facilities

Below is a summary of the feasibility analysis performed by each department, including the estimated costs (operational and capital) and revenue. The calculations are provided in an annual basis, except otherwise noted. For additional clarity, the bottom line (deficit or surplus) and Level of Service (LOS) have been denoted as follows:

- ✗ - Department deficit
- ✓ - Department surplus or meets/exceeds LOS

1) **Planning and Development:** ✓
   - The Planning and Development Department would be able to maintain the current LOS without additional resources.
   - No additional staff will be needed to handle planning applications.
   - Review of the zoning code reveals that the recommended zoning designations are of the C-3 and R-2 zoning districts to order to accommodate existing and future uses that are compatible with current zoning of Palm Beach County.
   - Plans and regulations, including the Comprehensive Plan and Zoning Map, will need more in-depth updates to accommodate the annexation.
2) **Business Tax Receipt (BTR):** ✓
   - The Business Tax Receipt Division would not require additional resources in order to maintain the current LOS.
3) **Community Standards** ✓
   - The Community Standards Division is able to maintain the current LOS without additional resources.
4) **Building:** ✓
   - The Building Division would be able to provide the same LOS without additional resources.
5) **Fire** ✓
   - The Fire Department would be able to maintain the current LOS with existing resources.
   - Station 4 is primary response for the Bamboo Lane Annexation. Fire is already in the process of updating addresses with the Fire Box system and will be ready to start providing responses as soon as approval date is granted.
   - The projected revenue from the fire services (i.e. EMS transport, fire inspections and assessment fees) would be immaterial.
6) **Police:** ✓
   - The Police Department would not need additional resources in order to maintain the current LOS.
   - Officer serving the subject zone would assume additional area, which only consists of 12 homes.
   - No additional police facilities will be needed in order to provide police services to the subarea.
7) **Public Works:** ✓

   The Public Works Department provides a range of essential services, including Engineering (permitting and inspections), solid waste, and maintenance of streets, sidewalk and parks. Below is a summary of the Department's key findings.

   1. Engineering/ Construction Services: ✓
      - There may be associated costs related to the road resurfacing program to routinely maintain, renew and resurface roads, which will be budgeted as needed per City policies.
   2. Solid Waste: ✓
      - The Solid Waste Division would not need additional resources to service the annexation area and maintain the current LOS.
      - The services for the commercial and residential properties can be absorbed with existing equipment and staff.

- While municipal services can be adequately provided by the division, adjustments to the current service contracts may be necessary to accommodate the annexation of this area.

3. Parks & Grounds Maintenance ✔
    - While municipal services can be adequately provided by the division, adjustments to the current service contracts will be necessary to accommodate the annexation of this area.

8) Utilities: ✔

- The annexation will not trigger additional operational or capital costs related to water distribution and sanitary sewer services.
- The proposed annexation area currently receives water service from the City of Boynton Beach Utilities Department. This confirms that the necessary infrastructure is already in place to continue to support the developed area. Also, the existing water infrastructure serving the area is deemed adequate for its current development density and usage.
- The City of Boynton Beach Utilities currently owns and maintains the water and sewer mains within the service area and will continue to do so after annexation. This confirms that there will be no change in operational responsibilities.
- The proposed annexation area is not currently served by the City's sanitary sewer system. The nearest gravity sanitary sewer line is located approximately 440 feet away, measured along the public right-of-way. As a condition of annexation, the developer or property owner must be agreed to be responsible for extending the City's sanitary sewer main to serve the subject property. This extension must be designed by a Florida-licensed Professional Engineer and submitted to the Utilities Department for review and approval. All costs associated with the design, permitting, and construction of the sanitary sewer main extension, including any required lift stations or force mains, will be the sole responsibility of the developer or property owner.
- The City Commission must decide if final annexation will be contingent upon the successful completion of the sanitary sewer main extension, which must meet all applicable City codes, ordinances, and standards. The new infrastructure will be dedicated to and maintained by the City of Boynton Beach Utilities Department upon final acceptance.
- Existing customers in the subject area will no longer be subject to the unincorporated surcharge

9) Parks & Recreation: ✔

- The City’s Comprehensive Plan, Policy 5.3.1 states that the City shall adopt and maintain a level of service of 2.5 acres of developed parkland per 1,000 residents, which excludes undeveloped parkland, private golf courses, conservation land, preservation land, and bodies of water.
- The city’s current level of service is 7.22 acres per 1000 residents.
- The annexation of the subject area would add an additional 26 people, which is very minimal and would not impact the LOS.
- Factoring planned city parks and other agency developed parks would increase the level of service to 9.25 acres per 1000 residents.

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
10/ 7/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-024- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for a parcel of real property by changing the future land use classification from Palm Beach County's Commercial High with an underlying MR-5 (CH/5) to City of Boynton Beach's Low Retail Commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of the Proposed Ordinance No. 25-024, at second reading.

Explanation of Request: The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries. The site currently has a Palm Beach County Future Land Use designation of Commercial High with an Underlying MR-5 (CH/5) and is zoned Palm Beach County General Commercial (CG), which permits commercial along Federal Highway. The application submitted is an application to voluntarily annex the property into the City of Boynton Beach and change the future land use to Local Retail Commercial (LRC), which would permit the existing uses at this location. There will be no change in use for the proposed application.

How will this affect city programs or services? See Bamboo Lane Annexation for analysis.

Account Line Item and Description: N/A.

Fiscal Impact: See Bamboo Lane Annexation for analysis.

Attachments:
Ord. 25-024 Bamboo_Lane_Annexation_-_Future_Land_Use_Map_Amendment_Ordinance_-_CH5_to_LRC.docx
Attachment 1 - Existing FLUM_Commercial
Attachment 2 - Proposed FLUM_Commercial
Attachment 3 - Exhibit A - Legal for C-3_Draft
Business-impact-estimate_Agenda Item 3493-2025.docx

ORDINANCE NO. 25-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR A PARCEL OF REAL PROPERTY BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM PALM BEACH COUNTY'S COMMERCIAL HIGH WITH AN UNDERLYING MR-5 (CH/5) TO CITY OF BOYNTON BEACH'S LOW RETAIL COMMERCIAL (LRC); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted a Comprehensive Future Land Use Plan inclusive of a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries (the "Property"), more particularly described in Exhibit "A"; and

WHEREAS, the permitted uses within the Future Land Use Map category are compatible with the surrounding and existing land uses; and

WHEREAS, the Property owner has also applied to rezone the property from Palm Beach County's General Commercial (CG) to City of Boynton Beach's Community Commercial District (C-3); and

WHEREAS, the procedure for amendment of a Future Land Use Element of a Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

WHEREAS, after public hearings, the City Commission, acting in its dual capacity as the Local Planning Agency and City Commission, finds that the Future Land Use Map amendment is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

WHEREAS, a published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed amendment complies with the City's Comprehensive Plan and is consistent with section 163.3184, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the Future Land Use Map amendment; and

WHEREAS, the City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan as hereinafter provided.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. Ordinance No. 89-38 of the City is hereby amended to reflect the following: The City's Future Land Use Map is hereby amended from Palm Beach County's Future Land Use Designation of Commercial High with an Underlying MR-5 (CH/5) to City of Boynton Beach's Future Land Use Designation of Local Retail Commercial (LRC) for a parcel, as depicted in Exhibit "B."

Section 3: Amendment to Future Land Use Map. The Director of Planning and Zoning is further authorized to make the necessary changes as required to the Future Land Use Map to reflect the above-stated change.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining

sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

[SIGNATURES ON THE FOLLOWING PAGE]

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

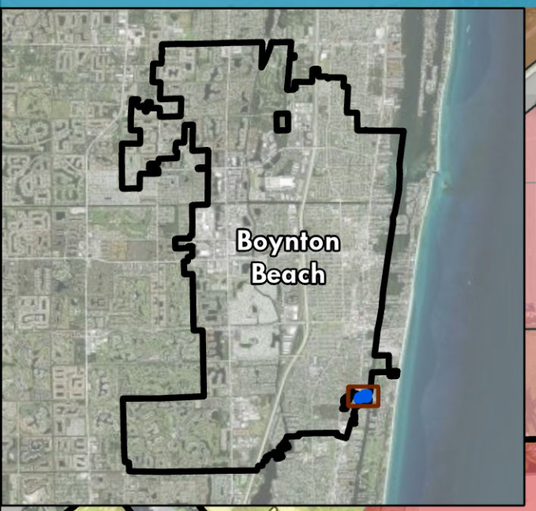
CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Exhibit B
Future Land Use Map

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Existing Future Land Use Map (CH/5)

CITY OF BOYNTON BEACH



N Old Dixie Hwy

N Federal Hwy

Virginia Garden Dr

Bamboo Ln

Palmer Rd

Wall St

EXISTING FLU: CH/5

Waterside Cir

Chukker Rd

0 40 80 160 240 320 Feet

N

Legend

- Site Location
- Current City's Boundary

PBC Future Land Use

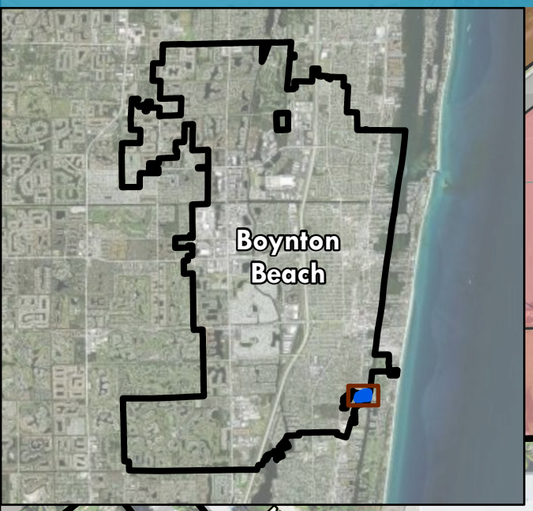
- COMMERCIAL HIGH, WITH AN UNDERLYING MR-5
- MEDIUM RESIDENTIAL, 5 UNITS PER ACRE

BB Future Land Use

- LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
- MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre
- SPECIAL HIGH DENSITY RESIDENTIAL (SHDR); 20 D.U./Acre
- OFFICE COMMERCIAL (OC)
- LOCAL RETAIL COMMERCIAL (LRC)

Future Land Use Map (LRC)

CITY OF BOYNTON BEACH



N Old Dixie Hwy

Villa Cir

S Federal Hwy

Virginia Garden Dr

Bamboo Ln

Palmer Rd

N Old Dixie Hwy

Wall St

N Federal Hwy

N Federal Hwy

PROPOSED FLU: LRC

Waterside Cir

Chukker Rd

Chukker Rd

1

1

0 40 80 160 240 320 Feet

N

Legend

Site Location

Current City's Boundary

Future Land Use

LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre

MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre

SPECIAL HIGH DENSITY RESIDENTIAL (SHDR); 20 D.U./Acre

OFFICE COMMERCIAL (OC)

LOCAL RETAIL COMMERCIAL (LRC)

590

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

PARCEL (14, 15, & 16)

BEGIN at aforementioned REFERENCE POINT "A"; thence S 05°26'06" W, along said plat limits, 95.70 feet, thence S 89°14'41" W, along said limits, 245.48 feet to the east right-of-way line of U.S. Highway No. 1; thence Northerly, along said right-of-way line, 250 feet to the south west corner of the lands described in Official Records Book 32593, Page 341; thence N 89°18'46" E, along the south line of said lands, 150 feet to the southeast corner of said lands, said point also being on the west line of Palmer Road; thence Southerly, along said west line, 150 feet to the southeast corner of the lands described in Official Records Book 17728, Page 1590, said point also being on the south line of Palmer Road; thence N 89°18'46" E, along said south line of Palmer Road 75.73 feet to the POINT OF BEGINNING.

REVISIONS
REVISED SURVEY 07/18/2025 N/A KT

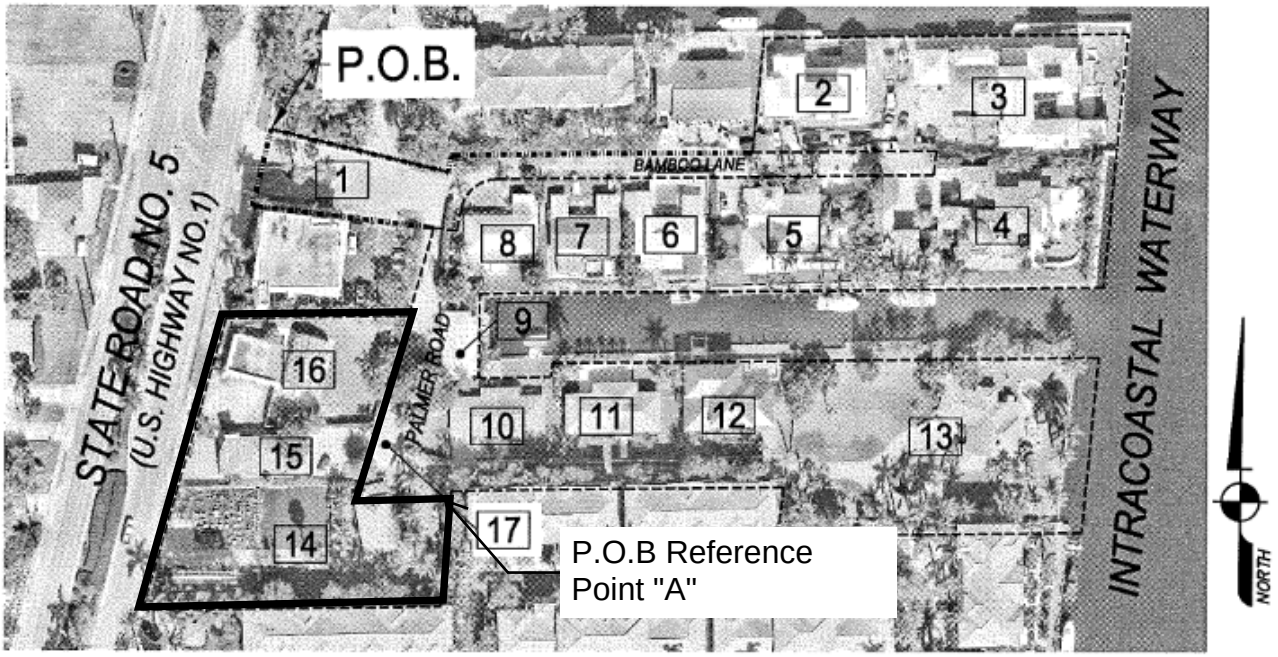
AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	13344-R
SCALE:	N/A
DATE:	04/17/2025
BY:	M.J.A.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	1 OF 2

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA



0 150 300

GRAPHIC SCALE IN FEET
1" = 150'

1. Bamboo Lane
2. Address: 819 Bamboo Lane
   PCN: 00-43-46-04-00-001-0160
3. Address: 821 Bamboo Lane
   PCN: 00-43-46-04-00-001-0150
4. Address: 820 Bamboo Lane
   PCN: 00-43-46-04-00-001-0250
5. Address: 816 Bamboo Lane
   PCN: 00-43-46-04-00-001-0180
6. Address: 810 Bamboo Lane
   PCN: 00-43-46-04-00-001-0210
7. Address: 806 Bamboo Lane
   PCN: 00-43-46-04-00-001-0200
8. Address: 804 Bamboo Lane
   PCN: 00-43-46-04-00-001-0190
9. Address: 801 Palmer Lane
   PCN: 00-43-46-04-00-001-0120
10. Address: 807 Palmer Road
    PCN: 00-43-46-04-00-001-0110
11. Address: 809 Palmer Road
    PCN: 00-43-46-04-00-001-0130
12. Address: 815 Palmer Road
    PCN: 00-43-46-04-00-001-0090
13. Address: 823 Palmer Road
    PCN: 00-43-46-04-00-001-0400
14. Address: 3675 N Federal Highway
    PCN: 00-43-46-04-00-001-0220
15. Address: 3705 N Federal Highway
    PCN: 00-43-46-04-00-001-0310
16. Address: 3737 N Federal Highway
    PCN: 00-43-46-04-00-001-0300
17. Palmer Road

LEGEND

10	PROPERTY NUMBER
POB	POINT OF BEGINNING
PCN	PROPERTY CONTROL NUMBER
———	DISTRICT LIMITS

REVISIONS
REVISED SURVEY 07/18/2025 N/A KT

AVIROM & ASSOCIATES, INC.
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JOB #:	13344-R
SCALE:	1"=150'
DATE:	04/17/2025
BY:	M.J.A.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	2 OF 2

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR A PARCEL OF REAL PROPERTY BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM PALM BEACH COUNTY'S COMMERCIAL HIGH WITH AN UNDERLYING MR-5 (CH/5) TO CITY OF BOYNTON BEACH'S LOW RETAIL COMMERCIAL (LRC); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In association with the Bamboo Lane Annexation, a property located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries is required to rezone from Palm Beach County's General Commercial (CG) to City of Boynton Beach's Community Commercial District (C-3). The site currently has a Palm Beach County's Future Land Use Designation of Commercial High with an Underlying MR-5 (CH/5). The proposed amendment is to change the Future Land Use Map to City of Boynton Beach's Future Land Use Designation of Local Retail Commercial (LRC), which would permit the existing uses at this location. There will be no change in use for the proposed application. The City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations, and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

10/ 7/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-025- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Bamboo Lane annexation, amending Ordinance No. 02-013 to rezone a parcel of real property generally located east of North Federal Highway, approximately 570 feet south of the intersection of Old Dixie Highway and North Federal Highway, from Palm Beach County's General Commercial (CG) to City of Boynton Beach's Community Commercial District (C-3); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-025 at second reading.

Explanation of Request: The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries. The area in question currently is zoned Palm Beach County's General Commercial (CG). While there is a concurrent application for annexation, a site is required to rezone to a City of Boynton Beach's zoning classification at time of zoning. The request is for a rezone to Community Commercial District (C-3) in association with the Bamboo Lane Annexation is consistent with the current uses of the site and along Federal Highway.

How will this affect city programs or services? See Bamboo Lane Annexation for analysis.

Account Line Item and Description: N/A

Fiscal Impact: See Bamboo Lane Annexation for analysis.

Attachments:

Ord. 25-025 _Bamboo_Lane_Annexation_-_Rezoning_GC_to_C-3.docx
Attachment 1 - Existing Zoning_Commercial
Attachment 2 - Proposed Zoning_Commercial
Attachment 3 - Exhibit A - Legal for C-3_Draft
Business-impact-estimate_Agenda Item 3495-2025.docx

ORDINANCE NO. 25-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, IN ASSOCIATION WITH THE BAMBOO LANE ANNEXATION, AMENDING ORDINANCE NO. 02-013 TO REZONE A PARCEL OF REAL PROPERTY GENERALLY LOCATED EAST OF NORTH FEDERAL HIGHWAY, APPROXIMATELY 570 FEET SOUTH OF THE INTERSECTION OF OLD DIXIE HIGHWAY AND NORTH FEDERAL HIGHWAY, FROM PALM BEACH COUNTY'S GENERAL COMMERCIAL (CG) TO CITY OF BOYNTON BEACH'S COMMUNITY COMMERCIAL DISTRICT (C-3); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted Ordinance No. 02-013, establishing an official zoning map of the City; and

WHEREAS, the existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries and is generally located east of North Federal Highway, approximately 570 feet south of the intersection of Old Dixie Highway and North Federal Highway (the "Property"), more particularly described in Exhibit "A"; and

WHEREAS, in association with the Bamboo Lane annexation, the Property is required to rezone from Palm Beach County's General Commercial (CG) to City of Boynton Beach's Community Commercial District (C-3); and

WHEREAS, the City Commission, sitting as the Local Planning Agency at a properly advertised hearing received testimony and evidence related to the application and found that the

rezoning is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed rezoning is consistent with an amendment to the Future Land Use Map, which was contemporaneously considered and approved by the City Commission, complies with the City's Comprehensive Plan, and is consistent with Chapter 163, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the rezoning; and

WHEREAS, the City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map as further set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. The Property described in Exhibit A is hereby rezoned from Palm Beach County's General Commercial (CG) to City of Boynton Beach's Community Commercial District (C-3), and the City's Official Zoning Map shall be amended accordingly.

Section 3: Amendment to Zoning Map. The Director of Planning and Zoning is further authorized to make the necessary changes, as depicted in Exhibit B, as required to the City's Official Zoning Map to reflect the above-stated changes.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

Signatures on following page

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

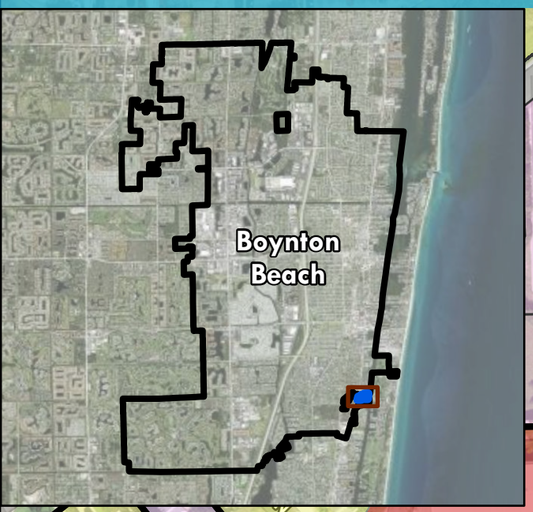
CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Exhibit B
Amended Zoning Map

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Existing Zoning Map (CG)

CITY OF BOYNTON BEACH



EXISTING ZONING: CG

N Federal Hwy

N Old Dixie Hwy

Wall St

Virginia Garden Dr

Bamboo Ln

Palmas Rd

Waterside Cir

Chukker Rd

0 40 80 160 240 320 Feet

N

Legend

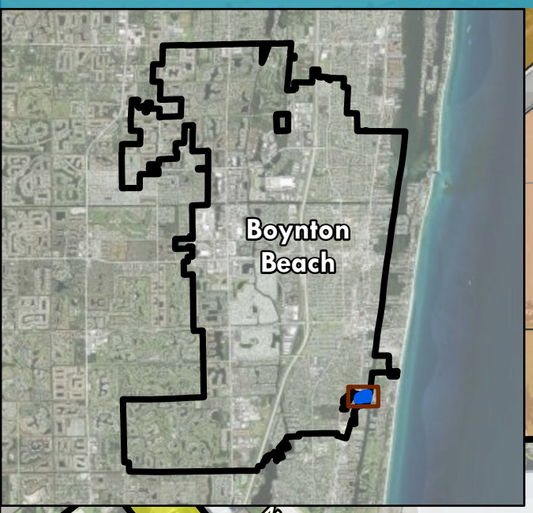
- Site Location
- Current City's Boundary

PBC Zoning

- COMMUNITY COMMERCIAL DISTRICT
- GENERAL COMMERCIAL DISTRICT
- MULTI-FAMILY RESIDENTIAL (MEDIUM DENSITY) DISTRICT
- NEIGHBORHOOD COMMERCIAL DISTRICT
- PUBLIC OWNERSHIP DISTRICT
- RESIDENTIAL PLANNED UNIT DEVELOPMENT DISTRICT
- SINGLE FAMILY RESIDENTIAL DISTRI

Zoning Map (C3)

CITY OF BOYNTON BEACH



N Old Dixie Hwy

S Federal Hwy

Virginia Garden Dr

Bamboo Ln

Palmer Rd

N Old Dixie Hwy

Wall St

N Federal Hwy

N Federal Hwy

PROPOSED ZONING: C3

Waterside Cir

Chukker Rd

Chukker Rd

0 40 80 160 240 320 Feet

N

Legend

- Site Location
- Current City's Boundary

Zoning Classification

- C1 Office Professional
- C3 Community Commercial
- IPUD Infill Planned Unit Development
- PUD Planned Unit Development
- R1 Single Family, 7.5 du/ac
- R1AA Single Family, 5.5 du/ac
- R3 Multi Family, 11 du/ac

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

PARCEL (14, 15, & 16)

BEGIN at aforementioned REFERENCE POINT "A"; thence S 05°26'06" W, along said plat limits, 95.70 feet, thence S 89°14'41" W, along said limits, 245.48 feet to the east right-of-way line of U.S. Highway No. 1; thence Northerly, along said right-of-way line, 250 feet to the south west corner of the lands described in Official Records Book 32593, Page 341; thence N 89°18'46" E, along the south line of said lands, 150 feet to the southeast corner of said lands, said point also being on the west line of Palmer Road; thence Southerly, along said west line, 150 feet to the southeast corner of the lands described in Official Records Book 17728, Page 1590, said point also being on the south line of Palmer Road; thence N 89°18'46" E, along said south line of Palmer Road 75.73 feet to the POINT OF BEGINNING.

REVISIONS
REVISED SURVEY 07/18/2025 N/A KT

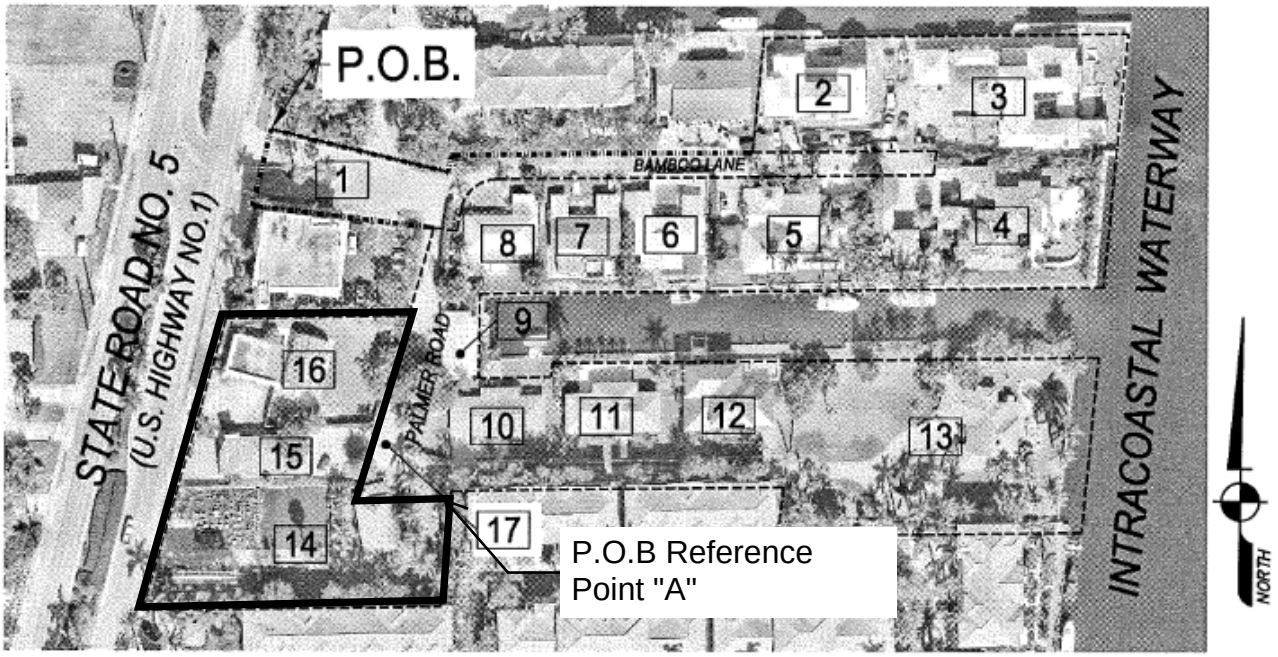
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SURVEYING & MAPPING
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JOB #:	13344-R
SCALE:	N/A
DATE:	04/17/2025
BY:	M.J.A.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	1 OF 2

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA



0 150 300

GRAPHIC SCALE IN FEET
1" = 150'

1. Bamboo Lane
2. Address: 819 Bamboo Lane
   PCN: 00-43-46-04-00-001-0160
3. Address: 821 Bamboo Lane
   PCN: 00-43-46-04-00-001-0150
4. Address: 820 Bamboo Lane
   PCN: 00-43-46-04-00-001-0250
5. Address: 816 Bamboo Lane
   PCN: 00-43-46-04-00-001-0180
6. Address: 810 Bamboo Lane
   PCN: 00-43-46-04-00-001-0210
7. Address: 806 Bamboo Lane
   PCN: 00-43-46-04-00-001-0200
8. Address: 804 Bamboo Lane
   PCN: 00-43-46-04-00-001-0190
9. Address: 801 Palmer Lane
   PCN: 00-43-46-04-00-001-0120
10. Address: 807 Palmer Road
    PCN: 00-43-46-04-00-001-0110
11. Address: 809 Palmer Road
    PCN: 00-43-46-04-00-001-0130
12. Address: 815 Palmer Road
    PCN: 00-43-46-04-00-001-0090
13. Address: 823 Palmer Road
    PCN: 00-43-46-04-00-001-0400
14. Address: 3675 N Federal Highway
    PCN: 00-43-46-04-00-001-0220
15. Address: 3705 N Federal Highway
    PCN: 00-43-46-04-00-001-0310
16. Address: 3737 N Federal Highway
    PCN: 00-43-46-04-00-001-0300
17. Palmer Road

LEGEND

10	PROPERTY NUMBER
POB	POINT OF BEGINNING
PCN	PROPERTY CONTROL NUMBER
———	DISTRICT LIMITS

REVISIONS
REVISED SURVEY 07/18/2025 N/A KT

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F.B. N/A	PG. N/A
SHEET:	2 OF 2

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, IN ASSOCIATION WITH THE BAMBOO LANE ANNEXATION, AMENDING ORDINANCE NO. 02-013 TO REZONE A PARCEL OF REAL PROPERTY GENERALLY LOCATED EAST OF NORTH FEDERAL HIGHWAY, APPROXIMATELY 570 FEET SOUTH OF THE INTERSECTION OF OLD DIXIE HIGHWAY AND NORTH FEDERAL HIGHWAY, FROM PALM BEACH COUNTY'S GENERAL COMMERCIAL (CG) TO CITY OF BOYNTON BEACH'S COMMUNITY COMMERCIAL DISTRICT (C-3); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In association with the Bamboo Lane Annexation, a property located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries is required to rezone from Palm Beach County's General Commercial (CG) to City of Boynton Beach's Community Commercial District (C-3). The City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-026- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for a parcel of real property by changing the future land use classification from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Low Density Residential (LDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-026, at second reading.

Explanation of Request:

The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries. The site currently has a Palm Beach County Future Land Use designation of Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) and is zoned Palm Beach County Multi-Family Residential (RM), up to 5 dwelling units per acre for the east portion of the site. The application submitted is an application to voluntarily annex the property into the City of Boynton Beach and change the Future Land Use Map to Low Density Residential (LDR), which would permit the existing uses at this location. There will be no change in use for the proposed application.

How will this affect city programs or services? See Bamboo Lane Annexation for analysis.

Account Line Item and Description: N/A

Fiscal Impact: See Bamboo Lane Annexation for analysis.

Attachments:
Ord. 25-026 Agenda_Item_3494-2025_Bamboo_Lane_Annexation_-_Future_Land_Use_Map_Amendment_Ordinance_-_PBC_MR-5_to_CoBB_LDR.docx

Attachment 1 - Existing FLUM_Residential
Attachment 2 - Proposed FLUM_Residential
Attachment 3 - Exhibit A - Legal for R-2_Draft
Business-impact-estimate_Agenda Item 3494-2025.docx

ORDINANCE NO. 25-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR A PARCEL OF REAL PROPERTY BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM PALM BEACH COUNTY'S MEDIUM RESIDENTIAL WITH A MAXIMUM DENSITY OF 5.0 DWELLING UNITS PER ACRE (MR-5) TO CITY OF BOYNTON BEACH'S LOW DENSITY RESIDENTIAL (LDR); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted a Comprehensive Future Land Use Plan inclusive of a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries (the "Property"), more particularly described in Exhibit "A"; and

WHEREAS, the permitted uses within the Future Land Use Map category are compatible with the surrounding and existing land uses; and

WHEREAS, the Property owner has also applied to rezone the property from Palm Beach County's Multi-Family Residential (RM) to City of Boynton Beach's Two-Family Residential (R-2); and

WHEREAS, the procedure for amendment of a Future Land Use Element of a Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

WHEREAS, after public hearings, the City Commission, acting in its dual capacity as the Local Planning Agency and City Commission, finds that the Future Land Use Map amendment is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

WHEREAS, a published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed amendment complies with the City's Comprehensive Plan and is consistent with section 163.3184, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the Future Land Use Map amendment; and

WHEREAS, the City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations, and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan as hereinafter provided.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. Ordinance No. 89-38 of the City is hereby amended to reflect the following: The City's Future Land Use Map is hereby amended from Palm Beach County's Future Land Use Designation of Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Future Land Use Designation of Low Density Residential (LDR) for a parcel, as depicted in Exhibit "B."

Section 3: Amendment to Future Land Use Map. The Director of Planning and Zoning is further authorized to make the necessary changes as required to the Future Land Use Map to reflect the above stated change.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

[SIGNATURES ON THE FOLLOWING PAGE]

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Exhibit A
Legal Description

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

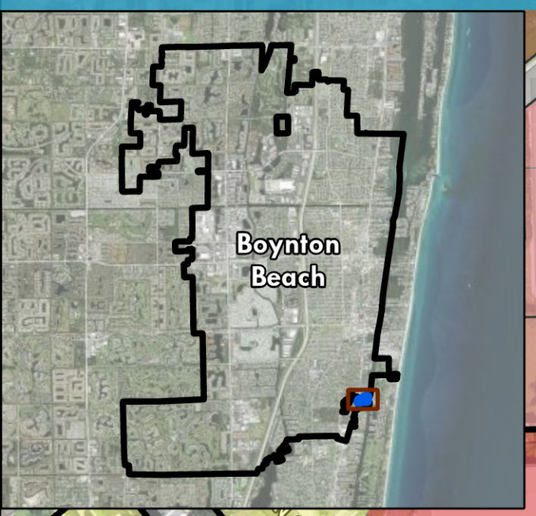
ORDINANCE NO. 25-026

Exhibit B
Future Land Use Map

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Existing Future Land Use Map (MR-5)

CITY OF BOYNTON BEACH



EXISTING FLU:
MR-5

Virginia Garden Dr
Bamboo Ln
Palmer Rd
Waterside Cir
Chukker Rd
N Federal Hwy
N Old Dixie Hwy
Wall St
1

0 40 80 160 240 320 Feet

Legend

Site Location

Current City's Boundary

Layer

PBC Future Land Use

- COMMERCIAL HIGH, WITH AN UNDERLYING MR-5
- MEDIUM RESIDENTIAL, 5 UNITS PER ACRE

BB Future Land Use

- LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
- MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre
- SPECIAL HIGH DENSITY RESIDENTIAL (SHDR); 20 D.U./Acre
- OFFICE COMMERCIAL (OC)
- LOCAL RETAIL COMMERCIAL (LRC)

Future Land Use Map (LDR)

CITY OF BOYNTON BEACH

Boynton Beach

N Old Dixie Hwy

Virginia Garden Dr

Bamboo Ln

PROPOSED FLU: LDR

N Federal Hwy

Wall St

Waterside Cir

Chukker Rd

0 40 80 160 240 320 Feet

N

Legend

- Site Location
- Current City's Boundary

Future Land Use

- LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
- MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre
- SPECIAL HIGH DENSITY RESIDENTIAL (SHDR); 20 D.U./Acre
- OFFICE COMMERCIAL (OC)
- LOCAL RETAIL COMMERCIAL (LRC)

620

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

PARCEL 1 THROUGH 13 & 17

BEGIN at the southwest corner of ESTANCIA AT BOYNTON BEACH PUD, according to the Plat thereof as recorded in Plat Book 108, Page 25, of the Public Records of Palm Beach County, Florida; thence S 76°27'18" E along the south limits of said plat, 150 feet; thence N 11°16'09" E, along said south limits of plat, 13.95 feet; thence N 89°18'46" E, along said south limits of plat and its easterly extension also being the north line of Bamboo Lane, 248.78 feet to the southeast corner of Lot 2A as described in Official Records Book 16543, Page 145; thence N 05°26'06" E, along the east line of said Lot 2A, a distance of 94.50 feet to the south line of Tract C of said plat; thence N 89°18'46" E, along the south line of Tract C, 300 feet to the west right-of-way line of the Intracoastal Waterway; thence S 05°26'06" W, along said west right-of-way line, 209 feet to a line 422.63 feet southerly from, as measured at right angles to the north line of Section 4; thence S 89°18'46" W along said line, 514.6 feet to the northeast corner of the lands described in Official Records Book 25373, Page 1985; thence S 00°35'46" W, along the east line of said lands, 69.00 feet to the northwest corner of the lands described in Official Records Book 32895, Page 188; thence N 89°18'46" E, along the north line of said lands, 59.9 feet to the west line of the lands described in Official Records Book 35150, Page 1709; thence N 05°26'06" E, along said west line, 11.5 feet to the north line of said lands; thence N 89°18'46" E, along said north line and its easterly extension 450.00 feet to said west right-of-way line of the Intracoastal Waterway; thence S 05°26'06" W, along said west right-of-way line, 144.58 feet to the northeast corner of WATERSIDE VILLAGE P.U.D., according to the Plat thereof as recorded in Plat Book 106, Page 195, of the Public Records of Palm Beach County, Florida; thence S 89°18'46" W, along the northerly limits of said plat, 250.00 feet; thence N 06°36'55" E, along said northerly limits, 40.21 feet to the south line of Palmer Road; thence S 89°18'46" W, along said northerly limits and south line of Palmer Road, 274.00 feet to the northwest corner of Lot 106 of said plat; said point hereafter referred to as REFERENCE POINT "A"; thence continue S 89°18'46" W, along said south line of Palmer Road 75.73 feet to the southeast corner of the lands described in Official Records Book 17728, Page 1590, said point also being on the west line of Palmer Road; thence Northerly, along said west line, 220 feet to the south line of Bamboo Lane; thence Westerly, along said south line, 149 feet to the east right-of-way line of U.S. Highway No. 1; thence Northerly, along said east right-of-way line, 64.57 feet to the POINT OF BEGINNING.

REVISIONS
REVISED SURVEY 07/18/2025 N/A KT

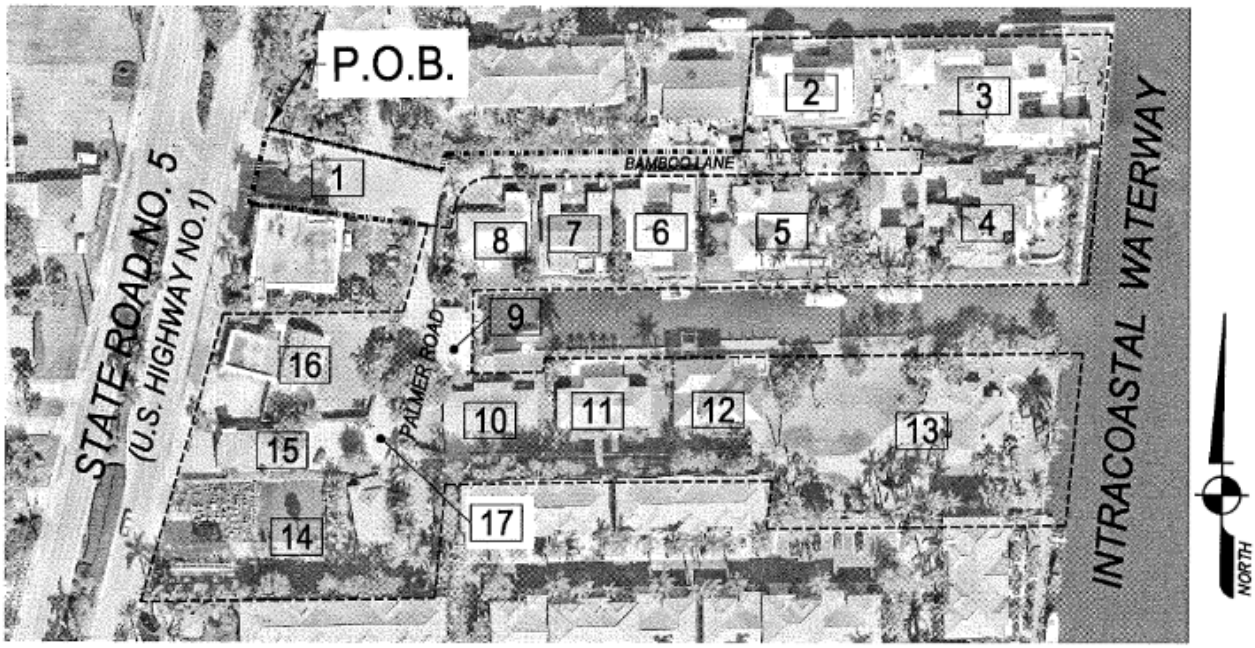
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CHECKED:	
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SHEET:	1 OF 2

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA



0 150 300

GRAPHIC SCALE IN FEET
1" = 150'

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3 Address: 821 Bamboo Lane
PCN: 00-43-46-04-00-001-0150

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PCN: 00-43-46-04-00-001-0250

5 Address: 816 Bamboo Lane
PCN: 00-43-46-04-00-001-0180

6 Address: 810 Bamboo Lane
PCN: 00-43-46-04-00-001-0210

7 Address: 806 Bamboo Lane
PCN: 00-43-46-04-00-001-0200

8 Address: 804 Bamboo Lane
PCN: 00-43-46-04-00-001-0190

9 Address: 801 Palmer Lane
PCN: 00-43-46-04-00-001-0120

LEGEND

10 PROPERTY NUMBER
POB POINT OF BEGINNING
PCN PROPERTY CONTROL NUMBER
DISTRICT LIMITS

10 Address: 807 Palmer Road
PCN: 00-43-46-04-00-001-0110

11 Address: 809 Palmer Road
PCN: 00-43-46-04-00-001-0130

12 Address: 815 Palmer Road
PCN: 00-43-46-04-00-001-0090

13 Address: 823 Palmer Road
PCN: 00-43-46-04-00-001-0400

14 Address: 3675 N Federal Highway
PCN: 00-43-46-04-00-001-0220

15 Address: 3705 N Federal Highway
PCN: 00-43-46-04-00-001-0310

16 Address: 3737 N Federal Highway
PCN: 00-43-46-04-00-001-0300

17 Palmer Road

REVISIONS
REVISED SURVEY 07/18/2025 N/A KT

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BY:	M.J.A.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	2 OF 2

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR A PARCEL OF REAL PROPERTY BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM PALM BEACH COUNTY'S MEDIUM RESIDENTIAL WITH A MAXIMUM DENSITY OF 5.0 DWELLING UNITS PER ACRE (MR-5) TO CITY OF BOYNTON BEACH'S LOW DENSITY RESIDENTIAL (LDR); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In association with the Bamboo Lane Annexation, a property located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries is required to rezone from Palm Beach County's Multi-Family Residential (RM) to City of Boynton Beach's Two-Family Residential District (R-2). The site currently has a Palm Beach County Future Land Use designation of Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5). The proposed amendment is to change the Future Land Use Map to Low Density Residential (LDR), which would permit the existing uses at this location. There will be no change in use for the proposed application. The City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations, and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
10/ 7/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-027- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Bamboo Lane annexation, amending Ordinance No. 02-013 to rezone a parcel of real property generally located east of North Federal Highway, approximately 570 feet south of the intersection of Old Dixie Highway and North Federal Highway, from Palm Beach County's Multi-Family Residential (RM) to City of Boynton Beach's Two-Family Residential District (R-2); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-027, at Second Reading.

Explanation of Request: The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries. The area in question currently is zoned Palm Beach County's Multi-Family Residential (RM). While there is a concurrent application for annexation, a site is required to rezone to a City of Boynton Beach's zoning classification at time of zoning. The request is for a rezone to Two-Family Residential (R-2) in association with the Bamboo Lane Annexation is consistent with the current uses of the site and general vicinity.

How will this affect city programs or services? See Bamboo Lane Annexation for analysis.

Account Line Item and Description: N/A

Fiscal Impact: See Bamboo Lane Annexation for analysis.

Attachments:
Ord. 25-027 _Bamboo_Lane_Annexation_-_Rezoning (3).docx
Attachment 1 - Existing Zoning_Residential
Attachment 2 - Proposed Zoning_Residential
Attachment 3 - Exhibit A - Legal Description
Business-impact-estimate_Agenda Item 3496-2025.docx

ORDINANCE NO. 25-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, IN ASSOCIATION WITH THE BAMBOO LANE ANNEXATION, AMENDING ORDINANCE NO. 02-013 TO REZONE A PARCEL OF REAL PROPERTY GENERALLY LOCATED EAST OF NORTH FEDERAL HIGHWAY, APPROXIMATELY 570 FEET SOUTH OF THE INTERSECTION OF OLD DIXIE HIGHWAY AND NORTH FEDERAL HIGHWAY, FROM PALM BEACH COUNTY'S MULTI-FAMILY RESIDENTIAL (RM) TO CITY OF BOYNTON BEACH'S TWO-FAMILY RESIDENTIAL DISTRICT (R-2); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted Ordinance No. 02-013, establishing an official zoning map of the City; and

WHEREAS, the existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries and is generally located east of North Federal Highway, approximately 570 feet south of the intersection of Old Dixie Highway and North Federal Highway (the "Property"), more particularly described in Exhibit "A"; and

WHEREAS, in association with the Bamboo Lane annexation, the Property is required to rezone from Palm Beach County's Multi-Family Residential (RM) to City of Boynton Beach's Two-Family Residential (R-2); and

WHEREAS, the City Commission, sitting as the Local Planning Agency at a properly advertised hearing, received testimony and evidence related to the application and found that the rezoning is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

WHEREAS, a published legal notice of this Ordinance has been provided pursuant to the requirements of section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed rezoning is consistent with an amendment to the Future Land Use Map, which was contemporaneously considered and approved by the City Commission, complies with the City's Comprehensive Plan, and is consistent with Chapter 163, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the rezoning; and

WHEREAS, the City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map as further set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. The Property described in Exhibit A is hereby rezoned from Palm Beach County's Multi-Family Residential (RM) to City of Boynton Beach's Two-Family Residential (R-2), and the City's Official Zoning Map shall be amended accordingly.

Section 3: Amendment to Zoning Map. The Director of Planning and Zoning is further authorized to make the necessary changes, as depicted in Exhibit B, as required to the City's Official Zoning Map to reflect the above-stated changes.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

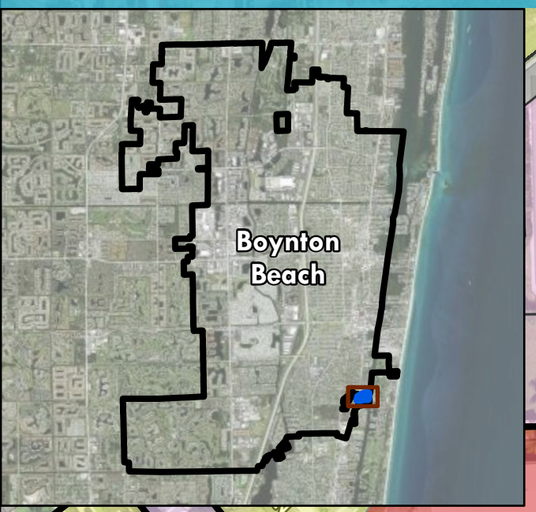
ORDINANCE NO. 25-027

Exhibit B
Amended Zoning Map

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Existing Zoning Map (RM)

CITY OF BOYNTON BEACH



EXISTING ZONING:
RM

N Old Dixie Hwy
Virginia Garden Dr
Bamboo Ln
Palmas Rd
N Federal Hwy
Wall St
Waterside Cir
Chukker Rd

0 40 80 160 240 320 Feet

Legend

- Site Location
- Current City's Boundary

PBC Zoning

- COMMUNITY COMMERCIAL DISTRICT
- GENERAL COMMERCIAL DISTRICT
- MULTI-FAMILY RESIDENTIAL (MEDIUM DENSITY) DISTRICT
- NEIGHBORHOOD COMMERCIAL DISTRICT
- PUBLIC OWNERSHIP DISTRICT
- RESIDENTIAL PLANNED UNIT DEVELOPMENT DISTRICT
- SINGLE FAMILY RESIDENTIAL DISTRICT

Zoning Map (R2)

CITY OF BOYNTON BEACH

Boynton Beach

N Old Dixie Hwy

S Federal Hwy

Virginia Garden Dr

Bamboo Ln

PROPOSED ZONING: R2

Palmer Rd

Wall St

N Federal Hwy

Waterside Cir

Chukker Rd

0 40 80 160 240 320 Feet

N

Legend

- Site Location
- Current City's Boundary

Zoning Classification

- C1 Office Professional
- C3 Community Commercial
- IPUD Infill Planned Unit Development
- PUD Planned Unit Development
- R2 Single - and Two - Family Residential, 7.5 du/ac
- R1AA Single Family, 5.5 du/ac
- R3 Multi Family, 11 du/ac

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

PARCEL 2 THROUGH 13 & 17

COMMENCE at the southwest corner of ESTANCIA AT BOYNTON BEACH PUD, according to the Plat thereof as recorded in Plat Book 108, Page 25, of the Public Records of Palm Beach County, Florida; thence S 76°27'18" E along the south limits of said plat, 150 feet; thence N 11°16'09" E, along said south limits of plat, 13.95 feet; thence N 89°18'46" E, along said south limits of plat and its easterly extension also being the north line of Bamboo Lane, 248.78 feet to the southeast corner of Lot 2A as described in Official Records Book 16543, Page 145, said point also being the POINT OF BEGINNING; thence N 05°26'06" E, along the east line of said Lot 2A, a distance of 94.50 feet to the south line of Tract C of said plat; thence N 89°18'46" E, along the south line of Tract C, 300 feet to the west right-of-way line of the Intracoastal Waterway; thence S 05°26'06" W, along said west right-of-way line, 209 feet to a line 422.63 feet southerly from, as measured at right angles to the north line of Section 4; thence S 89°18'46" W along said line, 514.6 feet to the northeast corner of the lands described in Official Records Book 25373, Page 1985; thence S 00°35'46" W, along the east line of said lands, 69.00 feet to the northwest corner of the lands described in Official Records Book 32895, Page 188; thence N 89°18'46" E, along the north line of said lands, 59.9 feet to the west line of the lands described in Official Records Book 35150, Page 1709; thence N 05°26'06" E, along said west line, 11.5 feet to the north line of said lands; thence N 89°18'46" E, along said north line and its easterly extension 450.00 feet to said west right-of-way line of the Intracoastal Waterway; thence S 05°26'06" W, along said west right-of-way line, 144.58 feet to the northeast corner of WATERSIDE VILLAGE P.U.D., according to the Plat thereof as recorded in Plat Book 106, Page 195, of the Public Records of Palm Beach County, Florida; thence S 89°18'46" W, along the northerly limits of said plat, 250.00 feet; thence N 06°36'55" E, along said northerly limits, 40.21 feet to the south line of Palmer Road; thence S 89°18'46" W, along said northerly limits and south line of Palmer Road, 349.73 feet to the southeast corner of the lands described in Official Records Book 17728, Page 1590, said point also being on the west line of Palmer Road; thence Northerly, along said west line, 220 feet to the south line of Bamboo Lane; thence S 83°08'11" E, a distance of 19.47 feet to a point of curvature of a circular curve to the left, concave Northwesterly; thence Northerly along the arc of said curve, having a radius of 6044.32 feet and a central angle of 0°11'04", for an arc distance of 19.46 feet to a point of reverse curvature; thence Northerly and Easterly along the arc of said curve, having a radius of 30.00 feet and a central angle of 75°58'00", for an arc distance of 39.78 feet; thence N 89°18'46" E, a distance of 360.23 feet; thence N 05°26'06" E, along a line parallel to the West Right-of-Way Line of the Intracoastal Waterway (recorded in Plat Book 17, Page 14A, Palm Beach County Records), a distance of 20.11 feet; thence S 89°18'46" W, along said south limits of plat and its easterly extension also being the north line of Bamboo Lane 150 feet to the POINT OF BEGINNING.

REVISIONS

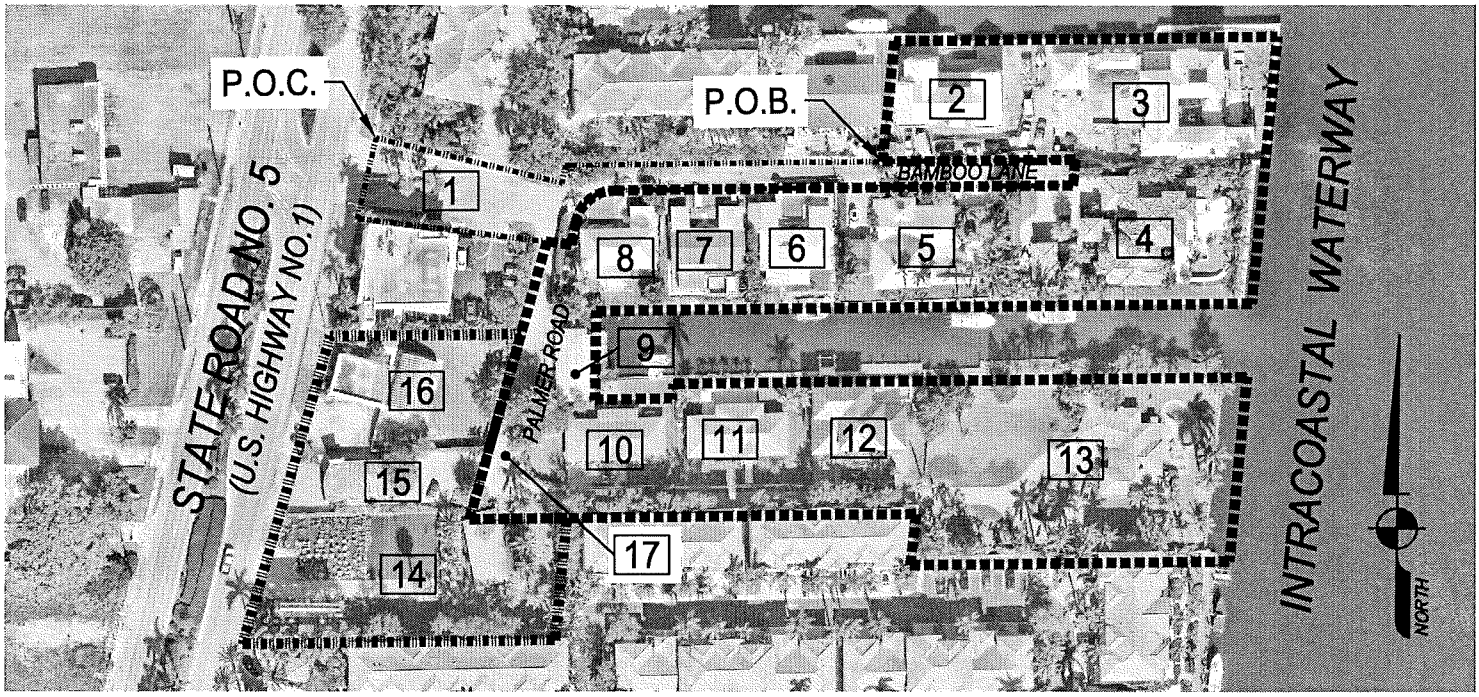
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SURVEYING & MAPPING
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BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	13344-R4
SCALE:	N/A
DATE:	08/19/2025
BY:	M.J.A.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	1 OF 2

EXHIBIT "A"

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST
LYING WITHIN UNINCORPORATED, PALM BEACH COUNTY, FLORIDA



0 150 300

GRAPHIC SCALE IN FEET
1" = 150'

1 Bamboo Lane

2 Address: 819 Bamboo Lane
PCN: 00-43-46-04-00-001-0160

3 Address: 821 Bamboo Lane
PCN: 00-43-46-04-00-001-0150

4 Address: 820 Bamboo Lane
PCN: 00-43-46-04-00-001-0250

5 Address: 816 Bamboo Lane
PCN: 00-43-46-04-00-001-0180

6 Address: 810 Bamboo Lane
PCN: 00-43-46-04-00-001-0210

7 Address: 806 Bamboo Lane
PCN: 00-43-46-04-00-001-0200

8 Address: 804 Bamboo Lane
PCN: 00-43-46-04-00-001-0190

9 Address: 801 Palmer Lane
PCN: 00-43-46-04-00-001-0120

LEGEND

10 PROPERTY NUMBER
POB POINT OF BEGINNING
PCN PROPERTY CONTROL NUMBER
DISTRICT LIMITS
PARCEL 1, 14, 15, & 16

10 Address: 807 Palmer Road
PCN: 00-43-46-04-00-001-0110

11 Address: 809 Palmer Road
PCN: 00-43-46-04-00-001-0130

12 Address: 815 Palmer Road
PCN: 00-43-46-04-00-001-0090

13 Address: 823 Palmer Road
PCN: 00-43-46-04-00-001-0400

14 Address: 3675 N Federal Highway
PCN: 00-43-46-04-00-001-0220

15 Address: 3705 N Federal Highway
PCN: 00-43-46-04-00-001-0310

16 Address: 3737 N Federal Highway
PCN: 00-43-46-04-00-001-0300

17 Palmer Road

REVISIONS

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	13344-R4
SCALE:	1"=150'
DATE:	08/19/2025
BY:	M.J.A.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	2 OF 2

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, IN ASSOCIATION WITH THE BAMBOO LANE ANNEXATION, AMENDING ORDINANCE NO. 02-013 TO REZONE A PARCEL OF REAL PROPERTY GENERALLY LOCATED EAST OF NORTH FEDERAL HIGHWAY, APPROXIMATELY 570 FEET SOUTH OF THE INTERSECTION OF OLD DIXIE HIGHWAY AND NORTH FEDERAL HIGHWAY, FROM PALM BEACH COUNTY'S MULTI-FAMILY RESIDENTIAL (RM) TO CITY OF BOYNTON BEACH'S TWO-FAMILY RESIDENTIAL DISTRICT (R-2); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In association with the Bamboo Lane Annexation, a property located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the north, west, and southern boundaries is required to rezone from Palm Beach County's Multi-Family Residential (RM) to City of Boynton Beach's Two-Family Residential District (R-2). The City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

10/ 7/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-020- Second Reading, An Ordinance of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 27.97 Acres of Unincorporated Territory into the Corporate Limits of the City pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-020, at second reading.

Explanation of Request:

The existing area is located in unincorporated Palm Beach County, consisting of approximately 27.97 acres located at the southwest corner of the intersection of Hypoluxo Road and Lawrence Road, generally known as Palmyra, that has contiguity with the City of Boynton Beach on the east and southern boundaries. All properties within the requested annexation are served by the City of Boynton Beach in regards to water and wastewater. In order for a property to be served by the City of Boynton Beach, a property owner is required to enter into an agreement with the City.

This agreement, titled *"Summary of Agreement for Water and Wastewater Service Outside the City Limits, Covenant for Annexation, and Irrevocable Special Power of Attorney"* (refer to the attached 'Agreements'), grants the City the authority to initiate voluntary annexation on behalf of the property owner at a time deemed appropriate by the City.

This mechanism allows the City to extend municipal services and facilitate development on properties located outside of its corporate boundaries even in cases where contiguity does not yet exist. Once sufficient contiguity is established, the City may exercise the Special Power of Attorney to annex multiple properties collectively. This coordinated annexation approach streamlines the process, reduces administrative and infrastructure costs, and provides a more

efficient path for property development—whether at a small or large scale.

The subject site currently holds a Palm Beach County Future Land Use designation of MR-5 (Medium Residential, 5 units per acre) and is zoned Palm Beach County PUD (Planned Unit Development) and AR (Agricultural Residential). These designations permit residential development at a density of up to five dwelling units per acre. Additionally, properties zoned AR may allow for certain agricultural uses.

A concurrent City-initiated Code Amendment is under consideration that, if approved, would allow specific agricultural uses within the City's R-1-AAB zoning district, provided the property meets a minimum lot size of 0.75 acres (refer to the attached 'Existing FLUM,' 'Existing Zone,' 'Future FLUM,' and 'Future Zone' exhibits).

The application submitted is for voluntary annexation into the City of Boynton Beach, accompanied by a request to amend the Future Land Use classification to LDR (Low Density Residential) and the zoning designation to PUD and R-1-AAB, respectively. These proposed City designations would preserve the existing uses on the site and may accommodate certain accessory agricultural uses that are currently permitted under the County's AR zoning.

There is no anticipated change in use for the proposed annexation.

Review of the proposed annexation by staff finds the application meets the statutory conditions: the parcel is contiguous to the City boundary and "reasonably compact" in that it does not create enclaves or pockets. The remaining parcel is a dedicated drainage easement and not subject to future development. By State Statute it would not be defined as an enclave.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 29, 2025, staff sent a notification of the proposed annexation to the Palm Beach County Administrator and Planning Director, and a formal notification of the Public Hearing was sent August 20, 2025, via certified Mail.

How will this affect city programs or services? If approved the City would be responsible for all services including but not limited to Police, Fire, and Solid Waste. All applicable departments have reviewed this application and currently have the necessary resources to service this area.

Account Line Item and Description: N/A

Fiscal Impact: If approved the taxable value of the City would increase by approximately $30

million.

Attachments:
Ordinance_No._25-020_Annexation_Palmyra__FINAL FOR EXECUTION.docx
Staff Report - Palmyra.pdf
Attachment 1 - Application - Signed.pdf
Attachment 2 - Petition - Executed.pdf
Attachment 3 - Contiguity Map.pdf
Attachment 4 - Location Map.pdf
Attachment 5 - Project Statement
Attachment 6 - Annexation Legal Description.pdf
Attachment 7 - Annexation Sketch.pdf
Attachment 8 Existing FLU_PUD
Attachment 9 - Existing FLU_AR
Attachment 10 - Proposed FLUM_AR
Attachment 11 - Proposed FLUM_PUD
Attachment 12 - Existing Zoning_PUD
Attachment 13 - Existing Zoning_AR
Attachment 14 - Proposed Zoning_PUD
Attachment 15 - PUD Legal Description.pdf
Attachment 16 - Proposed Zoning_R-1-AAB
Attachment 17 - AR Legal Description.pdf
business-impact-estimate-_annexation-Palmyra.docx
Palmyra Annexation - Annexation Feasibility Analysis - RGS.docx

ORDINANCE NO. 25-020

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 27.97 ACRES OF UNINCORPORATED TERRITORY INTO THE CORPORATE LIMITS OF THE CITY PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR THE ANNEXATION OF THE PROPERTY DESCRIBED HEREIN; PROVIDING PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION; DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF PALM BEACH COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach, Florida (the "City") is a municipal corporation organized and existing under the laws of the State of Florida; and

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Commission to annex real property into the corporate boundaries of the City; and

WHEREAS, Sections 171.011 through 171.094, Florida Statutes, as amended, the Municipal Annexation or Contraction Act, empowers the City Commission to annex real property into the corporate boundaries of the City, pursuant to a petition voluntarily filed by the owner of certain real property; and

WHEREAS, the properties described and depicted in **Exhibit A** attached hereto and incorporated herein by reference (collectively the "Property") are currently located in unincorporated Palm Beach County, Florida; and

WHEREAS, the Property is contiguous to the existing corporate limits of the City as required by Section 171.044, Florida Statutes; and

WHEREAS, the property owners identified in **Exhibit B** (collectively the "Property Owner") are the fee simple owners of the Property; and

WHEREAS, the Property Owner has executed Water Service Agreements with the City, which include a power of attorney authorizing the City to execute documents necessary for voluntary annexation upon satisfaction of all statutory requirements, and

WHEREAS, the City's authority to act as attorney-in-fact for the Property Owner is derived from the following described Water Service Agreements and Irrevocable Special Power of Attorney: Irrevocable Special Power of Attorney executed by Jean Dahlgren, trustee U/A 10/04/89, Clark E. Dahlgren, and Jean Dahlgren recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida, pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Sharon and Patrick Robinson recorded at Official Records Book 13660, Page 1215 pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1215 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by John and Brenda Orrico recorded at Official Records Book 13660, Page 1208 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book, 13660 Page 1208 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Phillip and Cheryl Hartnett recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Angela Edythe Erb and Ross A. Caranci recorded at Official Records Book 28888, Page 1278 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 28888, Page 1278 of the Public Records of Palm Beach County, Florida, and an Irrevocable Special Power of Attorney executed by Wilmer Frederick Bauer, Jr. as Trustee of the Wilmer Frederick Bauer Trust recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns (collectively the "Water Service Agreements"); and

WHEREAS, the City has furnished the Board of County Commissioners of Palm Beach County a copy of the published notice of annexation by certified mail on August 20, 2025, more

than ten (10) days before said publication, and said action is hereby ratified and confirmed by the City Commission; and

WHEREAS, all conditions precedent for annexation have been satisfied, including:

1. The Property is contiguous to the existing municipal boundaries;

2. The Property Owner has consented to annexation through the Water Service Agreement;

3. All notice requirements of Section 171.044, Florida Statutes, have been satisfied;

4. The required public hearings were held on September 18, 2025, and October 7, 2025, with proper notice given;

5. The annexation is consistent with the City's Comprehensive Plan; and

WHEREAS, all other procedural and notice requirements mandated by State law and the City's Charter and Code of Ordinances have been followed and satisfied; and,

WHEREAS, the City has performed a business impact estimate pursuant to §166.041(4), Florida Statutes, and determined that adoption of this ordinance:

(1) serves a public purpose by serving the public health, safety, morals, and welfare of the City,

(2) has no direct negative economic impact on private, for-profit businesses in the city,

(3) will not result in direct compliance costs for businesses,

(4) does not impose any new charge or fee on businesses for which businesses will be financially responsible,

(5) does not create any additional municipal regulatory cost that is not recovered appropriately and lawfully by the City; and

WHEREAS, the City Commission finds that annexation of the Property serves the public interest by promoting orderly municipal growth, extending municipal services, and incorporating areas already receiving City water service into the municipal tax base; and

WHEREAS, the City Commission finds that the Property Owner has requested and is receiving water service from the City, demonstrating the reasonableness and necessity of annexation; and

WHEREAS, Section 171.044, Florida Statutes, authorizes municipal annexation of contiguous unincorporated territory under the circumstances present herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2. FINDINGS

The City Commission hereby finds and determines that:

A. All of the recitals set forth above are true and correct and are hereby incorporated by reference.

B. The Property described and depicted in **Exhibit A** is contiguous to the existing corporate limits of the City.

C. The Property Owner has consented to annexation through the executed Water Service Agreements containing power of attorney provisions.

D. All statutory requirements for voluntary annexation under Section 171.044, Florida Statutes, have been satisfied.

E. Proper notice of the public hearings was given as required by law.

F. The annexation will not result in the creation of an enclave of unincorporated territory.

G. The annexation serves the public interest and promotes orderly municipal development.

Section 3. ANNEXATION

The real property described in **Exhibit A** attached hereto and incorporated herein by reference is hereby annexed into the corporate limits of the City of Boynton Beach, Florida, and shall become a part of the City for all purposes, effective upon the date this ordinance becomes effective.

Section 4. BOUNDARIES

Upon the effective date of this ordinance, the City's corporate limits shall be extended to include the Property described in **Exhibit A.** The City Clerk and Director of Planning and Development are hereby authorized and directed to:

A. Prepare an amended corporate limits map showing the annexation of the Property;

B. File appropriate documentation with the Florida Department of Revenue pursuant to Section 171.07, Florida Statutes;

C. Within 7 days after adoption of this Ordinance, file a certified copy of this Ordinance with the Palm Beach County Administrator, Palm Beach County Supervisor of Elections, Tax Collector, Property Appraiser, Department of State, Clerk of Court, and other appropriate officials of the annexation;

D. Within 7 days after adoption of this Ordinance, record this ordinance in the public records of Palm Beach County, Florida; and

E. Take all other actions necessary to effectuate the annexation.

Section 5. MUNICIPAL SERVICES

Upon the effective date of this ordinance:

A. The Property shall be entitled to receive all municipal services provided by the City to similarly situated properties within the City;

B. The Property shall be subject to all City ordinances, regulations, and requirements applicable to properties within the City;

C. The Property shall be subject to City ad valorem taxation beginning with the next tax year following annexation; and

D. All City development regulations, building codes, and land use requirements shall apply to the Property.

Section 6. POWER OF ATTORNEY AUTHORIZATION

The City Manager and City Clerk are hereby authorized to execute, on behalf of the Property Owner, any additional documents that may be required to complete the annexation process, pursuant to the power of attorney granted in the Water Service Agreements. Such authority includes, but is not limited to: execution of boundary survey certifications; execution

of any state-required annexation forms; execution of documents required by the Florida Department of Revenue; and any other documents reasonably necessary to effectuate the annexation.

Section 7. COMPLIANCE WITH STATE LAW

This annexation is adopted in full compliance with Section 171.044, Florida Statutes, and all other applicable state laws and constitutional requirements. The City Commission hereby certifies that: proper notice was given as required by Section 171.044(2), Florida Statutes; two public hearings were conducted as required by Section 171.044, Florida Statutes; the Property is reasonably compact and contiguous to the City; the Property Owner has consented to the annexation; and the annexation serves a municipal purpose.

Section 8. BUSINESS IMPACT ESTIMATE

Pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate for certain proposed ordinances. This proposed ordinance voluntarily annexes land into the City of Boynton Beach. The voluntary annexation of residential land into the City (1) serves a public purpose by serving the public health, safety, morals, and welfare of the City, (2) has no direct negative economic impact on private, for-profit businesses in the city, (3) will not result in direct compliance costs by businesses, (4) does not impose any new charge or fee or businesses for which businesses will be financially responsible, and (5) does not create any additional municipal regulatory cost which is not recovered appropriately and lawfully by the City. Thus, it is estimated that neither residents nor any businesses will incur additional costs. The City does not seek to impose any additional user or regulatory fees or charges, nor are any direct compliance costs expected. The Business Impact Estimate form for this ordinance is on file with the City Clerk.

Section 9. CODIFICATION

That Section 6 of the Charter of the City of Boynton Beach, Florida, is hereby amended to reflect the annexation of land more particularly described in **Exhibit A**.

Section 10. CONFLICTS AND SEVERABILITY

If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid

part or application shall be considered as eliminated and so not affect the validity of the remaining portions or applications remaining in full force and effect.

Section 11. **EFFECTIVE DATE**

This Ordinance shall become effective immediately upon passage.

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY
PALMYRA ANNEXATION

Legal Description

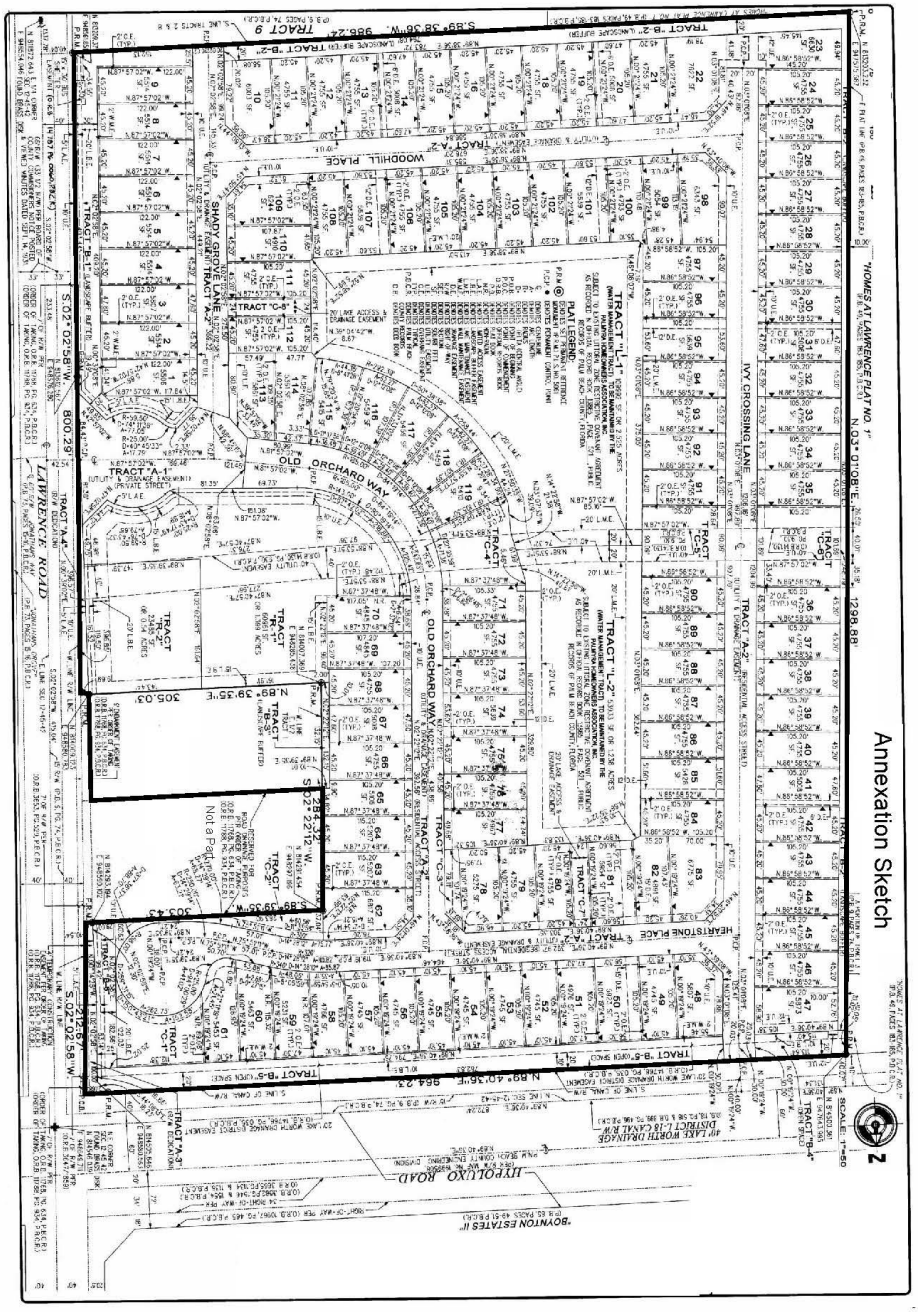
Beginning at the intersection of the West Right-of-Way Line of Lawrence Road (per Order of Taking, recorded in Official Records Book 11768, Page 634 and Official Records Book 11788, Page 934, Palm Beach County Records, Florida) with the South Line of Lake Worth Drainage District L-18 Canal Right-of-Way (per Deed Book 118, Page 518 and Deed Book 899, Page 496, Palm Beach County Records, Florida); thence S.02° 02'58"W., along the West Right-of-Way Line of said Lawrence Road, a distance of 212.67 feet; thence S.89° 39'35"W., a distance of 303.43 feet; thence S.02° 22'12"W., a distance of 284.32 feet; thence N.89° 39'35"E., a distance of 305.03 feet; thence S.02° 02'58"W., along the West Right-of-Way Line of said Lawrence Road, a distance of 800.29 feet; thence S.89° 38'36"W., along the South Line of said Tracts 8 and 2, a distance of 986.24 feet; thence N.03° 01'08"E., along the East Plat Boundary Line of "Homes at Lawrence Plat No. 1", as recorded in Plat Book 49, Pages 183 through 185, Palm Beach County Records, a distance of 1298.88 feet; thence N.89° 40'36"E., along the South Line of said Lake Worth Drainage District L-18 Canal Right-of-Way, a distance of 964.23 feet to the Point of Beginning.

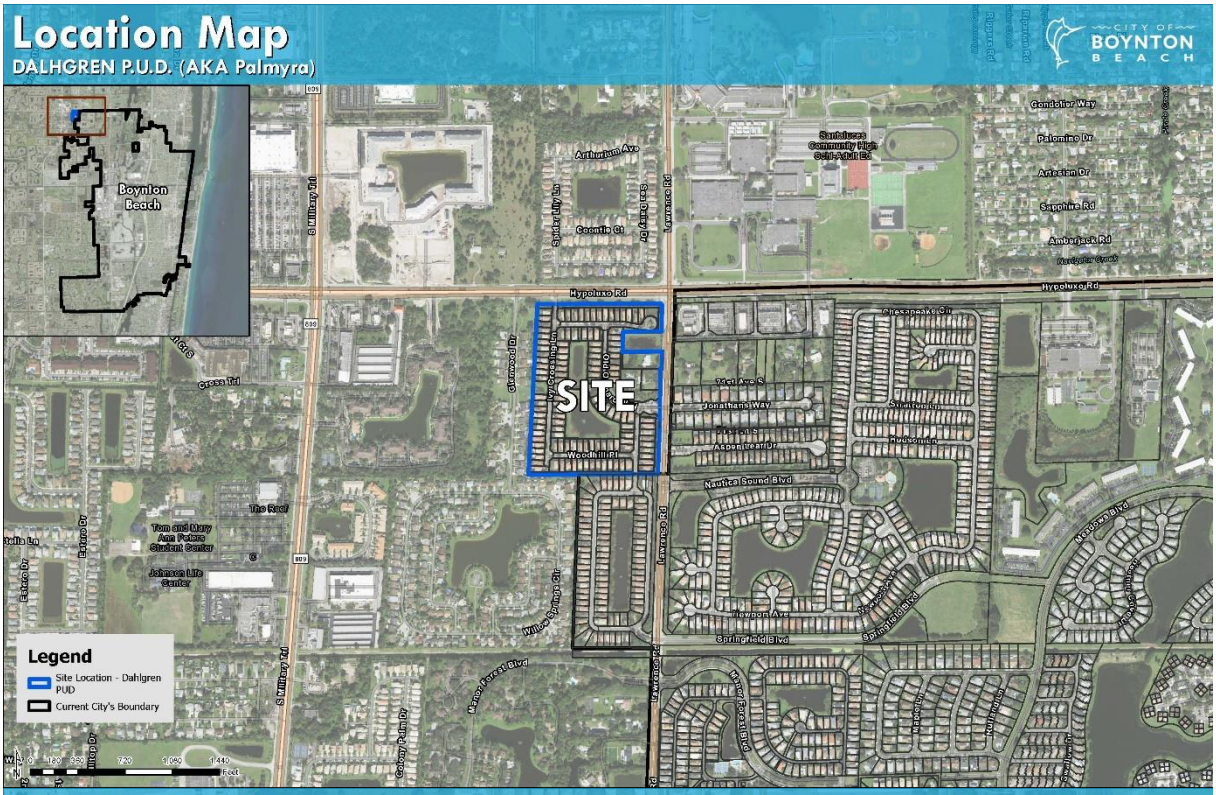
Said Lands contain 27.04 Acres, more or less

Together with:

The North 132 feet of South 264 feet of the East half of Lot 1, in subdivision of the Northeast Quarter of Section 17, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, Recorded in Plat Book 9, Page 74.

Said Land contain 0.93 Acres, more or less


Annexation Sketch
LAWRENCE ROAD
OLD ORCHARD WAY
SHADY GROVE LANE
WOODHILL PLACE
IVY CROSSING LANE
HEARTSTONE PLACE
"HOMES AT LAWRENCE PLAT NO. 1"
BOYNTON ESTATES II"
JUPITER WORTH DRAINAGE DISTRICT L-10 CANAL R/W
SCALE: 1"=80'
N


Location Map
DALHGREN P.U.D. (AKA Palmyra)
CITY OF BOYNTON BEACH
Boynton Beach
SITE
Hypoluxo Rd
Woodhill Pl
Nautica Sound Blvd
Springfield Blvd
Newport Ave
Willow Springs Cir
Lawrence Rd
S Military Trl
Legend
Site Location - Dahlgren PUD
Current City's Boundary

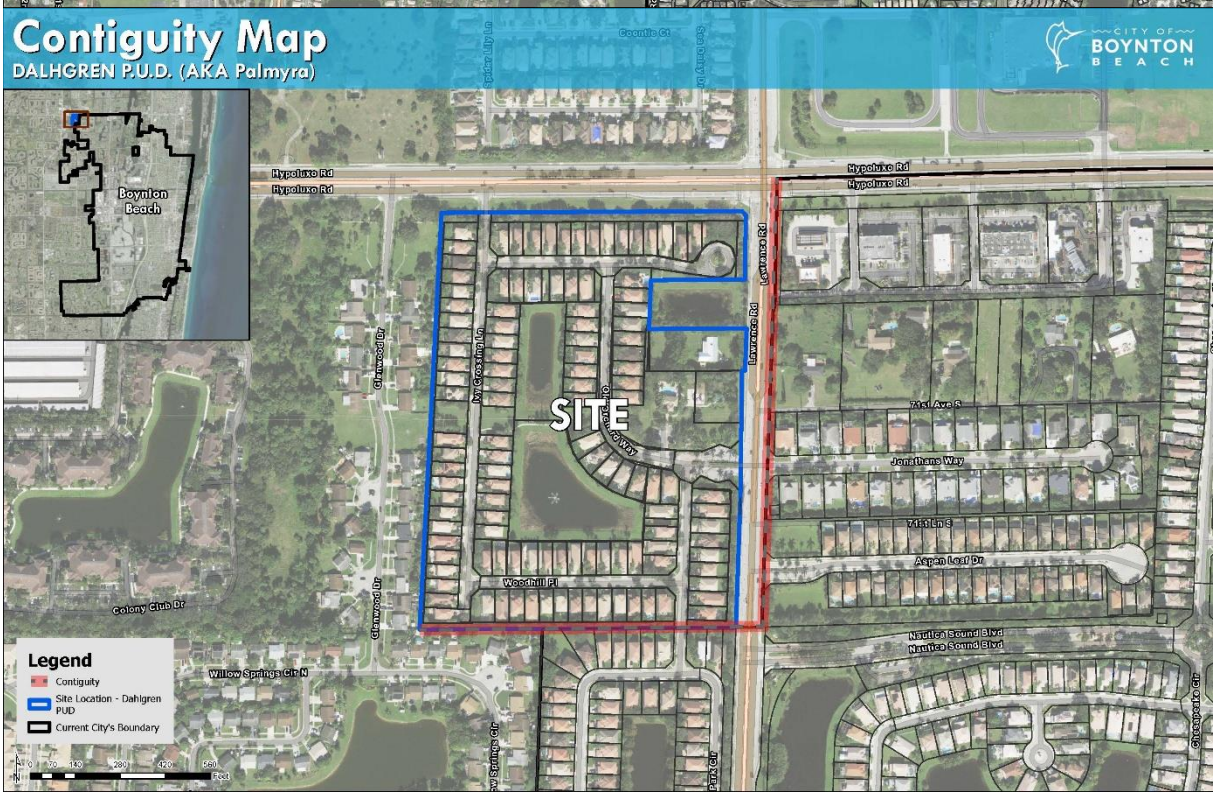

Contiguity Map
DALHGREN P.U.D. (AKA Palmyra)
CITY OF BOYNTON BEACH
Boynton Beach
SITE
Hypoluxo Rd
Hypoluxo Rd
Woodhill Pl
Jonathans Way
Aspen Leaf Dr
Nautica Sound Blvd
Nautica Sound Blvd
Colony Club Dr
Willow Springs Cir N
Lawrence Rd
Glenwood Dr
Legend
Contiguity
Site Location - Dahlgren PUD
Current City's Boundary

EXHIBIT B
PROPERTY OWNERS

00-42-45-12-25-000-1040	BERARDI FAMILY 2013 TRUST		4103 WOODHILL PL
00-42-45-12-25-000-1050	CAI ZHENGMIN		4095 WOODHILL PL
00-42-45-12-25-000-1060	PINZON ELSA	LOPEZ ALFONSO	4087 WOODHILL PL
00-42-45-12-25-000-1070	HUTCHINSON STEPHEN		4079 WOODHILL PL
00-42-45-12-25-000-1080	RIGGILLO ANTHONY		4071 WOODHILL PL
00-42-45-12-25-000-1090	GREEN JEFFREY	GREEN CHRISTINE	7209 SHADY GROVE LN
00-42-45-12-25-000-1100	DEKKAR NOURREDINE		7201 SHADY GROVE LN
00-42-45-12-25-000-1110	FRANCOIS JEAN B		7193 SHADY GROVE LN
00-42-45-12-25-000-1120	BOLANOS LUIS		7185 SHADY GROVE LN
00-42-45-12-25-000-1130	MORINVIL VERTILIA F		7181 OLD ORCHARD WAY
00-42-45-12-25-000-1140	BERRIOS CAROL	BERRIOS JOSE A	7173 OLD ORCHARD WAY
00-42-45-12-25-000-1150	CARDONA GIOVANA YANET	CARDONA JHON JAIRO	7165 OLD ORCHARD WAY
00-42-45-12-25-000-1160	IH3 PROPERTY FLORIDA LP		7157 OLD ORCHARD WAY
00-42-45-12-25-000-1170	PHUNG THAI	HUYNH NGUYET	7149 OLD ORCHARD WAY
00-42-45-12-25-000-1180	BAPTISTE JEAN	INNOCENT FABIENNE	7141 OLD ORCHARD WAY
00-42-45-12-25-000-1190	ANTOINE GEORGE A	ANTOINE NADIA J	7133 OLD ORCHARD WAY
00-42-45-12-25-001-0000	PALMYRA ESTATES HOA INC		7005 IVY CROSSING LN
00-42-45-12-25-002-0000	PALMYRA ESTATES HOA INC		7219 OLD ORCHARD WAY
00-42-45-12-25-003-0000	PALMYRA ESTATES HOA INC		7125 OLD ORCHARD WAY
00-42-45-12-25-012-0000	PALMYRA ESTATES HOA INC		
00-42-45-12-25-018-0010	PALMYRA ESTATES HOA INC		7180 OLD ORCHARD WAY
00-42-45-12-25-018-0020	PALMYRA ESTATES HOA INC		7125 LAWRENCE RD
00-42-45-12-02-001-0040	ERB ANGELA EDYTHE	CARANCI ROSS A	7089 LAWRENCE RD

00-42-45-12-25-000-0340	PINKSTON BARBARA			7151 IVY CROSSING LN
00-42-45-12-25-000-0350	TUAN EMILY YI			7143 IVY CROSSING LN
00-42-45-12-25-000-0360	CROSS DONYALE P		CROSS ANDRE D	7119 IVY CROSSING LN
00-42-45-12-25-000-0370	BURLEY YOHANNA		BURLEY KEDRICK	7111 IVY CROSSING LN
00-42-45-12-25-000-0380	DAT MORILUS		THERLONGE VIALERNE	7103 IVY CROSSING LN
00-42-45-12-25-000-0390	FAYETTEVILLE DRYWALL REPAIRS			7095 IVY CROSSING LN
00-42-45-12-25-000-0400	JULIANO PHILIP M III			7087 IVY CROSSING LN
00-42-45-12-25-000-0410	MCCARTHY SANTRESA			7079 IVY CROSSING LN
00-42-45-12-25-000-0420	GUERRIER RICHARDINE		JEAN CHARLES VLADIMIR	7071 IVY CROSSING LN
00-42-45-12-25-000-0430	GROVER BHAVNA		ARORA RAHUL	7063 IVY CROSSING LN
00-42-45-12-25-000-0440	BRAVO MARIA		BRAVO CARLOS A	7055 IVY CROSSING LN
00-42-45-12-25-000-0450	TOVAR JEANNIE D		TOVAR EDGAR	7047 IVY CROSSING LN
00-42-45-12-25-000-0460	ESTRIPLET NURVAH		ESTRIPLET JAMES	7039 IVY CROSSING LN
00-42-45-12-25-000-0470	THOMAS LARRY A		THOMAS KATHY E	7031 IVY CROSSING LN
00-42-45-12-25-000-0480	YASSA MICHAEL			4155 HEARTSTONE PL
00-42-45-12-25-000-0490	FLEUREME TORGELINE		FADAEL FRANTZ	4147 HEARTSTONE PL
00-42-45-12-25-000-0500	TENNENHOUSE PATRICIA		TENNENHOUSE MARK J	4139 HEARTSTONE PL
00-42-45-12-25-000-0510	RAYMOND CLERMITE		RAYMOND WILFRID	4131 HEARTSTONE PL
00-42-45-12-25-000-0520	ESTRIPLET RUTH			4123 HEARTSTONE PL
00-42-45-12-25-000-0530	PIERRE JHONNY B			4115 HEARTSTONE PL
00-42-45-12-25-000-0540	ILLANEZ ANDRAS			4107 HEARTSTONE PL
00-42-45-12-25-000-0560	WELLS VANESSA		WELLS EVERETT G	4091 HEARTSTONE PL
00-42-45-12-25-000-0570	KANCHERLA KALYANI			4083 HEARTSTONE PL
00-42-45-12-25-000-0580	CHOISILME LAUNIDE A		CHOISILME WILGUERE	4075 HEARTSTONE PL
00-42-45-12-25-000-0590	ORTEGA BARBOZA ALAIZ D		DEJESUS MARK	4067 HEARTSTONE PL
00-42-45-12-25-000-0600	RAMTULLA TERRY A		RAMTULLA RORY R	4059 HEARTSTONE PL
00-42-45-12-25-000-0610	ALCIN DANIELLA		ALCIN PIERRE C	4051 HEARTSTONE PL
00-42-45-12-25-000-0620	RIVAS YANIRA		RIVAS CHRISTIAN A	7052 OLD ORCHARD WAY
00-42-45-12-25-000-0630	CLARK NICHOLE		CLARK ROGER A	7060 OLD ORCHARD WAY
00-42-45-12-25-000-0640	SUAREZ ANGELICA			7068 OLD ORCHARD WAY
00-42-45-12-25-000-0650	ILIOPOULOS SHADANA U		ILIOPOULOS ARISTIDES	7076 OLD ORCHARD WAY
00-42-45-12-25-000-0660	GONZALEZ ELIDA		GONZALEZ ANGEL	7084 OLD ORCHARD WAY
00-42-45-12-25-000-0670	SHAH ANKIT			7092 OLD ORCHARD WAY
00-42-45-12-25-000-0680	CHEN XUESHENG		CHEN YAXIANG	7100 OLD ORCHARD WAY

00-42-45-12-25-000-0690	NOVATON LUIS	NOVATON ANGELA M	7108	OLD ORCHARD WAY
00-42-45-12-25-000-0700	ARZONETTI ROBERT		7116	OLD ORCHARD WAY
00-42-45-12-25-000-0710	TRIPATHY MAMATA	BEHURA AMAR K	7117	OLD ORCHARD WAY
00-42-45-12-25-000-0720	WANEK ELIZABETH A		7109	OLD ORCHARD WAY
00-42-45-12-25-000-0730	COBOS FLAVIO	VIZKOCIL YOLANDA L	7101	OLD ORCHARD WAY
00-42-45-12-25-000-0740	POWELL TYRONE D		7093	OLD ORCHARD WAY
00-42-45-12-25-000-0750	OBRIEN KATHRYN E		7085	OLD ORCHARD WAY
00-42-45-12-25-000-0760	LA MAI XIEU	LY HOA YAN	7077	OLD ORCHARD WAY
00-42-45-12-25-000-0770	MANGROO AUDREY E	MANGROO HARRI K	7069	OLD ORCHARD WAY
00-42-45-12-25-000-0780	SWEETING PORSHA VERONICA		4114	HEARTSTONE PL
00-42-45-12-25-000-0790	LOUICIUS LIVENS	LOUICIUS LINDA	4122	HEARTSTONE PL
00-42-45-12-25-000-0800	SCHWEITZER GLENN	SCHWEITZER MEGAN	4130	HEARTSTONE PL
00-42-45-12-25-000-0810	ROBINSON GILBERTO L		4138	HEARTSTONE PL
00-42-45-12-25-000-0820	ROLLE ANTOINE	ROLLE PAMELA M	4146	HEARTSTONE PL
00-42-45-12-25-000-0830	WAGNER SHERIE J	DOUGLAS DONALD A	4154	HEARTSTONE PL
00-42-45-12-25-000-0840	JOSEPH BERLINE	GEFFRARD HENSON	7070	IVY CROSSING LN
00-42-45-12-25-000-0850	LOMIENTO JAMES F		7078	IVY CROSSING LN
00-42-45-12-25-000-0860	ALMELDA MARIA A	ALMELDA FRANCISCO N	7086	IVY CROSSING LN
00-42-45-12-25-000-0870	KEMPADOO GAITREE D	KEMPADOO BRIAN F	7094	IVY CROSSING LN
00-42-45-12-25-000-0880	GOODEN VETA L		7102	IVY CROSSING LN
00-42-45-12-25-000-0890	CUMMINGS ROSALEE C		7110	IVY CROSSING LN
00-42-45-12-25-000-0900	2017 1 IH BORROWER LP		7118	IVY CROSSING LN
00-42-45-12-25-000-0910	GAI LE	VAN TRAN TONY	7142	IVY CROSSING LN
00-42-45-12-25-000-0920	SA JILL	SA BRUCE	7150	IVY CROSSING LN
00-42-45-12-25-000-0930	CRESPO RAMON	CRESPO ALEASE	7158	IVY CROSSING LN
00-42-45-12-25-000-0940	MONTALBANO GIACHINO E		7166	IVY CROSSING LN
00-42-45-12-25-000-0950	SOLOMON ANITA		7174	IVY CROSSING LN
00-42-45-12-25-000-0960	SUSSKIND DUENPEN	SUDNAEN SIREE	7182	IVY CROSSING LN
00-42-45-12-25-000-0970	MARDY WENDEL		7190	IVY CROSSING LN
00-42-45-12-25-000-0980	PRINGLES JUAN P	DEVEVO KNOLAN O	4151	WOODHILL PL
00-42-45-12-25-000-0990	MCPHEETERS ADRIANE B	MCPHEETERS TRAVIS C	4143	WOODHILL PL
00-42-45-12-25-000-1000	YAU SHING WAI		4135	WOODHILL PL
00-42-45-12-25-000-1010	COURCHENE KRYSTAL A		4127	WOODHILL PL
00-42-45-12-25-000-1020	IH4 PROPERTY FLORIDA LP		4119	WOODHILL PL

PCN	Owner Name 1	Owner Name 2	Location Address
00-42-45-01-15-003-0000	VINEYARDS AT PALM BEACH HOA INC		4021 ARTHURIUM AVE
00-42-45-12-25-000-0010	LUISO PATRICIA A	LUISO JOSEPH C JR	7178 SHADY GROVE LN
00-42-45-12-25-000-0020	VAN METER JERI		7186 SHADY GROVE LN
00-42-45-12-25-000-0030	ALUKA KODJO		7194 SHADY GROVE LN
00-42-45-12-25-000-0040	HESLOP NYANDA C	HESLOP DEVON	7202 SHADY GROVE LN
00-42-45-12-25-000-0050	CHASE JEREMY		7210 SHADY GROVE LN
00-42-45-12-25-000-0060	NUNES TAIANE	NUNES RODRIGO	7218 SHADY GROVE LN
00-42-45-12-25-000-0070	MERVILUS EDGARD		7226 SHADY GROVE LN
00-42-45-12-25-000-0080	LE CHAU KIM	HUYNH HOANG C	7234 SHADY GROVE LN
00-42-45-12-25-000-0090	LOUISCAR WOOD K		7242 SHADY GROVE LN
00-42-45-12-25-000-0100	ZHENG XIAOJUAN	PREISSIG JOSEPH S	4052 WOODHILL PL
00-42-45-12-25-000-0110	PETTY RICKY LEMOND	TAYLOR SHALENA	4062 WOODHILL PL
00-42-45-12-25-000-0120	CANUL MARY A	CANUL LUIS A	4070 WOODHILL PL
00-42-45-12-25-000-0130	CAMACHO IRIS TROCHE		4078 WOODHILL PL
00-42-45-12-25-000-0140	VAN NESS THAD	VAN NESS LISA M	4086 WOODHILL PL
00-42-45-12-25-000-0150	MUNOZ LAURA		4094 WOODHILL PL
00-42-45-12-25-000-0160	PROCTOR ERICA M	PROCTOR CHRISTOPHER A	4102 WOODHILL PL
00-42-45-12-25-000-0170	SANDERS LEILA	SANDERS MICHAEL	4110 WOODHILL PL
00-42-45-12-25-000-0180	VINCENT SHERLINE	FOREST JOHN W	4118 WOODHILL PL
00-42-45-12-25-000-0190	DESULME MICHEL JUDELINE	MICHEL ALMEUS J	4126 WOODHILL PL
00-42-45-12-25-000-0200	RODRIGUEZ WAHEEDA M		4134 WOODHILL PL
00-42-45-12-25-000-0210	OCASIO MICHELLE	PONCE PABLO Y	4142 WOODHILL PL
00-42-45-12-25-000-0220	ARANDELA HORACE	ARANDELA RONELA	4150 WOODHILL PL
00-42-45-12-25-000-0230	MOSCOSO BOSCO	DAVILA PILAR	7239 IVY CROSSING LN
00-42-45-12-25-000-0240	RAUZAN SLAVO		7231 IVY CROSSING LN
00-42-45-12-25-000-0250	BURHANU DAHAB		7223 IVY CROSSING LN
00-42-45-12-25-000-0260	PIERRE JOSE I		7215 IVY CROSSING LN
00-42-45-12-25-000-0270	MARZOUCA KISHA F		7207 IVY CROSSING LN
00-42-45-12-25-000-0280	RAMIREZ JAY	AJON RAMIREZ SARA	7199 IVY CROSSING LN
00-42-45-12-25-000-0290	RUSSELL CAROL E		7191 IVY CROSSING LN
00-42-45-12-25-000-0310	DULCIO ROSEMENE	SAINT FLEUR ALEX	7175 IVY CROSSING LN
00-42-45-12-25-000-0320	WILLIAMS BRIDGES ANNELEAH		7167 IVY CROSSING LN
00-42-45-12-25-000-0330	DIPCHAND KIMBERLENE	DILJOHN CARLENE N	7159 IVY CROSSING LN

PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Commissioners
THRU:	Amanda B. Radigan, AICP Director of Planning and Development
FROM:	Gabe Sevigny, Principal Planner
DATE:	September 2, 2025
PROJECT:	Palmyra Annexation 2025.07.4989
REQUEST:	Approve Palmyra Annexation request for Annexation of 27.97 acres, Future Land Use Map Amendment from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to Low Density Residential (LDR), and Rezoning from Palm Beach County's Planned Unit Development (PUD) to Planned Unit Development (UD) consisting of approximately 27.04 acres, and a Future Land Use Map Amendment from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to Low Density Residential (LDR) and Rezoning from Palm Beach County's Agriculture Residential (AR) to Single-Family Residential District (R-1-AAB) consisting of approximately 0.93 acres, site is located southwest of the intersection of Hypoluxo Road and Lawrence Road.

PROJECT DESCRIPTION

Property Owner:	See Attached
Applicant:	City of Boynton Beach
Address:	7180 Old Orchard Way, reference point
Location:	The southwest corner of the intersection of Hypoluxo Road and Lawrence Road.
Existing Land Use:	Palm Beach County Residential Medium Residential, 5 Units Per

	Acre (MR-5)
Proposed Land Use:	Low Density Residential (LDR)
Existing Zoning:	Palm Beach County Planned Unit Development (PUD) and Agriculture Residential District (AR)
Proposed Zoning:	Planned Unit Development (PUD); Single-Family Residential District (R-1-AAB)
Proposed Use:	No changes in use proposed.
Acreage:	27.97 acres
Adjacent Uses:	
North:	Palm Beach County's Residential Planned Unit Development (PUD)
South:	Palm Beach County's Single Family Residential District (RS) and Planned Unit Development (PUD)
East:	Lawrence Road, and then Community Commercial District (C3), Single-Family Residential (R-1-A), and Planned Unit Development (PUD)
West:	Single Family Residential District (RS)

BACKGROUND

The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east, and southern boundaries. All properties within the requested annexation are served by the City of Boynton Beach in regards to water and wastewater. In order for a property to be served by the City of Boynton Beach, a property owner is required to enter into an agreement with the City.

This agreement, titled *"Summary of Agreement for Water and Wastewater Service Outside the City Limits, Covenant for Annexation, and Irrevocable Special Power of Attorney"* (refer to the attached 'Agreements'), grants the City the authority to initiate voluntary annexation on behalf of the property owner at a time deemed appropriate by the City.

This mechanism allows the City to extend municipal services and facilitate development on properties located outside of its corporate boundaries—even in cases where contiguity does not yet exist. Once sufficient contiguity is established, the City may exercise the Special Power of Attorney to annex multiple properties collectively. This coordinated annexation approach streamlines the process, reduces administrative and

infrastructure costs, and provides a more efficient path for property development—whether at a small or large scale.

The subject site currently holds a Palm Beach County Future Land Use designation of MR-5 (Medium Residential, 5 units per acre) and is zoned Palm Beach County PUD (Planned Unit Development) and AR (Agricultural Residential). These designations permit residential development at a density of up to five dwelling units per acre. Additionally, properties zoned AR may allow for certain agricultural uses.

A concurrent City-initiated Code Amendment is under consideration that, if approved, would allow specific agricultural uses within the City's R-1-AAB zoning district, provided the property meets a minimum lot size of 0.75 acres (refer to the attached 'Existing FLUM,' 'Existing Zone,' 'Future FLUM,' and 'Future Zone' exhibits).

The application submitted is for voluntary annexation into the City of Boynton Beach, accompanied by a request to amend the Future Land Use classification to LDR (Low Density Residential) and the zoning designation to PUD and R-1-AAB, respectively. These proposed City designations would preserve the existing uses on the site and may accommodate certain accessory agricultural uses that are currently permitted under the County's AR zoning.

There is no anticipated change in use for the proposed annexation.

Review of the proposed annexation by staff finds the application meets the statutory conditions: the parcel is contiguous to the City boundary and "reasonably compact" in that it does not create enclaves or pockets. The remaining parcel is a dedicated drainage easement and not subject to future development. By State Statute it would not be defined as an enclave.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 29, 2025 staff sent a notification of the proposed annexation to the Palm Beach County Administrator and Planning Director, and a formal notification of the Public Hearing was sent August 20, 2025 via certified Mail.

PROCESS

Since the size of the property under consideration does not exceed 50 acres, does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and is not located within an area of critical state concern, the proposed Future Land Use Map amendment is subject to the small-scale comprehensive plan amendment process per provisions of Chapter 163.3187, Florida Statutes. The final adoption by the City Commission is planned for January 2022.

REVIEW BASED ON CRITERIA

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

This request is accompanied by a request for annexation. The parcel currently has a Palm Beach County zoning and future land use designation, which would not be appropriate once the property is annexed into the City. Furthermore, the location has existing uses and structures and is developed. The proposed FLU classifications and proposed zoning allow for existing uses to be in compliance.

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.1.1 *The City shall issue development orders or permits only if infrastructure for potable water, sanitary sewer, solid waste and stormwater drainage exist, is provided for in accord with the requirements of this Comprehensive Plan, or will exist concurrent with the impacts of the development, and is sufficient to maintain or exceed adopted levels of service.*

Policy 1.1.6 *The City shall ensure that all proposed land use changes submitted to the Department of Economic Opportunity will include data and analysis demonstrating that adequate water supplies and associated public facilities are available to meet projected growth demands. If necessary, an amendment to the Capital Improvements Element will also be included.*

Policy 1.15.1 *The City shall continue to promote the orderly annexation of lands consistent with Chapter 171, Florida Statutes.*

Policy 1.15.3 *The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district. Reclassification and rezoning of properties annexed through city-initiated actions can be postponed for up to 6 months unless improvements are requested.*

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The area is currently developed with a land use pattern established for commercial along Federal Highway and mixture of residential moving east to the Intracoastal Waterway. Both the zone changes and FLUM do not change any land use patterns for the area.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLU and zoning designations will compliment the existing uses of the area as the area is already developed. By annexing properties that are served by the City of Boynton Beach for water and wastewater, this allows for a more conservative method for future water usage. The zone change and FLUM are required to applied at time of annexation.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

The area is already developed and being served by the City of Boynton Beach. See attached for department estimates of expenditures to the City if approved for annexation, zone change, and FLUM.

f. Compatibility. *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby

properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The area in question is already developed and is consistent with surrounding development for commercial and residential development.

g. Economic Development Impact Determination for Conventional Zoning Districts. *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further Economic Development Program, but also determine whether the proposal would:*

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

See attached for department estimates for expenditures of impact on City services for an annexation, zone change, and FLUM associated with this proposal.

h. Commercial and Industrial Land Supply. *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposal is for an area that is already developed as commercial and residential. No changes are anticipated at this time.

i. Alternative Sites. *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

As the site is already developed, it would not be feasible to move to another site, therefore this criterion does not apply.

j. Master Plan and Site Plan Compliance with Land Development Regulations. *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

Section 2.D.1.e states that "A master plan shall be required when a privately-initiated application is made to rezone lands to a planned zoning district." The proposed zoning district is a conventional zoning district, therefore this criterion does not apply.

RECOMMENDATION

Staff has reviewed the proposed Annexation and Future Land Use & Zoning Map amendments against the review criteria provided in Chapter 2, Article II, Section 2, Subsections A.3, B.3.c & D.3 and has found the proposal to meet the aforementioned criteria. Therefore staff recommends that the request be approved.

MAJOR DEVELOPMENT APPLICATION FORMS

Pre-Application Conference

Has a Pre-Application Conference been held in regards to this project?	YES ☐	NO* ☒	If yes, Date of Meeting: _____
N/A, City is Applicant			Name of City Planner: _____

* Pursuant to Chapter 2, Article II, Section 1.C.2 of the Land Development regulations, a Pre-Application Conference shall be required prior to the submittal of this application.

Project Information

Name of Project:	Palmyra Annexation
Description of Existing Use(s) of Property / Site:	Residential - Single-family detached
Description of Proposed Use(s) of Property / Site:	No changes in use/site

* Describe the proposed use(s) and building size(s), expressed in square feet.

Previous Site Plan Approval on Subject Property:	YES ☒	NO ☐		
Is the proposed use eligible for the City's Expedited Development Review Program pursuant to Chapter 2, Article I, Section 5 of the Land Development Regulations?	YES ☐	NO ☒	**If Yes, Approval Date:**	

* On an attached addendum, indicate the proposed uses(s) and / or describe the project's characteristics that avails itself the opportunity for Program eligibility.

Existing Land Use Classification (from Future Land Use Map):	Palm Beach County - MR-5
Proposed Land Use Classification (if any):	LDR

Existing Zoning District Designation (From Official Zoning Map):	Palm Beach County - PUD/AR
Proposed Zoning District Designation (if any):	PUD/R-1 AAB

Parcel Control Number (PCN):	See attached

* List all PCN's on an attached addendum for applications comprised of multiple lots.

Address:	See attached
Legal Description(s):	

*Provide a list of addresses and legal descriptions on attached addendum if more space is needed.

Is the property located in the Community Redevelopment Area (CRA)?	YES ☐	NO ☉
Is the subject property listed in the City's Inventory of Historic Sites?	YES ☐	NO ☉

Parcel Size (In Square Feet / Acres):	1,218,373.2 sqft	/	27.97 acres
Project Architect:	N/A		
Project Landscape Architect:	N/A		
Project Engineer:	N/A		
Project Surveyor:	N/A		

Applicant Information

Full Name:	Gabe *First*	Sevigny *Last*	*M.I.*
Company Name:	City of Boynton Beach Planning & Zoning Department		
Address:	100 E. Ocean Avenue		
	Boynton Beach *City*	FL *State*	33435 *Zip Code*
Phone:			
Email:			

Interest in Property (check one):	Owner ☐	Lessee ☐	Contract Purchaser ☐

**See attached for Special Power of Attorney

*Provide the following property documents:

a) Copy of the last recorded Warranty Deed with all applications.
b) Written consent of all property owners of record if subject property is under joint or multiple ownership;
c) If a lessee, include a copy of the Lease Agreement and written consent of the owner(s);
d) If an authorized agent, include a copy of the Agent Agreement or written consent by the seller(s) and owner(s);
e) If a corporation or other business entity, the name of the officer or person responsible for the application and written proof that such representative has the delegated authority to represent the corporation or other business entity, or in lieu thereof, written proof that he is in fact, an officer of the corporation or other business entity; or
f) If a contract purchaser, a copy of the Purchase Contract and written consent of the seller(s) and owner(s).

Property Owner (Trustee) Information

Full Name:	*First*	*Last*	*M.I*
Address:			
	City	*State*	*Zip Code*

Agent Information

Full Name:	*First*	*Last*	*M.I*
Company Name:			
Address:			
	City	*State*	*Zip Code*
Phone:			
Email:			

*All correspondence will be mailed to the agent unless there I no agent of record, in which case, all correspondence will be mailed to the applicant. This party will receive agendas, letters, and other materials.

Authorization of Agent

Signature of authorized agent. — *Date* 7-29-25

Signature of Owner(s) or Trustee, of authorized principal if property is owned by a corporation or other business entity. — *Date*

OR

Signature of contract purchaser (if applicant). — *Date*

Certification

(I) (We) understand that this application and all papers and plans submitted herewith become part of the permanent records of the planning and zoning division. (I) (We) hereby certify that the above statements or showings in any papers or plans submitted herewith are true to the best of (my) (our) knowledge and belief. This application will not be accepted unless signed according to the instructions below.

Signature of Owner(s) or Trustee, of authorized principal if property is owned by a corporation or other business entity. — *Date* 7-29-25

OR

Signature of contract purchaser (if applicant). — *Date*

Rider to the Site Plan Application

The undersigned as applicant for site plan approval does hereby acknowledge, represent, and agree that all plans, specifications, drawings, engineering, and other data submitted with this application for review by the city of Boynton beach shall be reviewed by the various boards, commissions, staff personnel, and other parties designated, appointed, or employed by the city of Boynton beach, and any such party reviewing the same shall rely upon the accuracy thereof, and any change in any item submitted shall be deemed material and substantial.

The undersigned hereby agrees that all plans, specifications, drawings, engineering, and other data that may be approved by the City of Boynton Beach, or its boards, commissions, staff, or designees shall be constructed in strict compliance with the form in which they are approved, and any change to the same shall be deemed material and shall place the applicant in violation of this application and all approvals and permits which may be granted.

The applicant agrees to allow the City of Boynton Beach all rights and remedies as provided for by the applicable codes and ordinances of the City of Boynton Beach to bring any violation into compliance, and the applicant shall indemnify, reimburse, and save the City of Boynton Beach harmless from any cost, expense, claim, liability, or any action which may arise due to their enforcement of the same.

READ, ACKNOWLEDGED, AND AGREED TO this 29 day of July, 2025.



Signature of Applicant

Signature of Witness

Signature of Witness

A representative must be present at all Development Application Review Team (DART) meetings, Planning and Development Board meetings, and City Commission meetings held to review this project.

PCN	Owner Name 1	Owner Name 2	Location Address
00-42-45-01-15-003-0000	VINEYARDS AT PALM BEACH HOA INC		4021 ARTHURIUM AVE
00-42-45-12-25-000-0010	LUISO PATRICIA A	LUISO JOSEPH C JR	7178 SHADY GROVE LN
00-42-45-12-25-000-0020	VAN METER JERI		7186 SHADY GROVE LN
00-42-45-12-25-000-0030	ALUKA KODJO		7194 SHADY GROVE LN
00-42-45-12-25-000-0040	HESLOP NYANDA C	HESLOP DEVON	7202 SHADY GROVE LN
00-42-45-12-25-000-0050	CHASE JEREMY		7210 SHADY GROVE LN
00-42-45-12-25-000-0060	NUNES TAIANE	NUNES RODRIGO	7218 SHADY GROVE LN
00-42-45-12-25-000-0070	MERVILUS EDGARD		7226 SHADY GROVE LN
00-42-45-12-25-000-0080	LE CHAU KIM	HUYNH HOANG C	7234 SHADY GROVE LN
00-42-45-12-25-000-0090	LOUISCAR WOOD K		7242 SHADY GROVE LN
00-42-45-12-25-000-0100	ZHENG XIAOJUAN	PREISSIG JOSEPH S	4052 WOODHILL PL
00-42-45-12-25-000-0110	PETTY RICKY LEMOND	TAYLOR SHALENA	4062 WOODHILL PL
00-42-45-12-25-000-0120	CANUL MARY A	CANUL LUIS A	4070 WOODHILL PL
00-42-45-12-25-000-0130	CAMACHO IRIS TROCHE		4078 WOODHILL PL
00-42-45-12-25-000-0140	VAN NESS THAD	VAN NESS LISA M	4086 WOODHILL PL
00-42-45-12-25-000-0150	MUNOZ LAURA		4094 WOODHILL PL
00-42-45-12-25-000-0160	PROCTOR ERICA M	PROCTOR CHRISTOPHER A	4102 WOODHILL PL
00-42-45-12-25-000-0170	SANDERS LEILA	SANDERS MICHAEL	4110 WOODHILL PL
00-42-45-12-25-000-0180	VINCENT SHERLINE	FOREST JOHN W	4118 WOODHILL PL
00-42-45-12-25-000-0190	DESULME MICHEL JUDELINE	MICHEL ALMEUS J	4126 WOODHILL PL
00-42-45-12-25-000-0200	RODRIGUEZ WAHEEDA M		4134 WOODHILL PL
00-42-45-12-25-000-0210	OCASIO MICHELLE	PONCE PABLO Y	4142 WOODHILL PL
00-42-45-12-25-000-0220	ARANDELA HORACE	ARANDELA RONELA	4150 WOODHILL PL
00-42-45-12-25-000-0230	MOSCOSO BOSCO	DAVILA PILAR	7239 IVY CROSSING LN
00-42-45-12-25-000-0240	RAUZAN SLAVO		7231 IVY CROSSING LN
00-42-45-12-25-000-0250	BURHANU DAHAB		7223 IVY CROSSING LN
00-42-45-12-25-000-0260	PIERRE JOSE I		7215 IVY CROSSING LN
00-42-45-12-25-000-0270	MARZOUCA KISHA F		7207 IVY CROSSING LN
00-42-45-12-25-000-0280	RAMIREZ JAY	AJON RAMIREZ SARA	7199 IVY CROSSING LN
00-42-45-12-25-000-0290	RUSSELL CAROL E		7191 IVY CROSSING LN
00-42-45-12-25-000-0310	DULCIO ROSEMENE	SAINT FLEUR ALEX	7175 IVY CROSSING LN
00-42-45-12-25-000-0320	WILLIAMS BRIDGES ANNELEAH		7167 IVY CROSSING LN
00-42-45-12-25-000-0330	DIPCHAND KIMBERLENE	DILJOHN CARLENE N	7159 IVY CROSSING LN

00-42-45-12-25-000-0340	PINKSTON BARBARA		7151 IVY CROSSING LN
00-42-45-12-25-000-0350	TUAN EMILY YI		7143 IVY CROSSING LN
00-42-45-12-25-000-0360	CROSS DONYALE P	CROSS ANDRE D	7119 IVY CROSSING LN
00-42-45-12-25-000-0370	BURLEY YOHANNA	BURLEY KEDRICK	7111 IVY CROSSING LN
00-42-45-12-25-000-0380	DAT MORILUS	THERLONGE VIALERNE	7103 IVY CROSSING LN
00-42-45-12-25-000-0390	FAYETTEVILLE DRYWALL REPAIRS		7095 IVY CROSSING LN
00-42-45-12-25-000-0400	JULIANO PHILIP M III		7087 IVY CROSSING LN
00-42-45-12-25-000-0410	MCCARTHY SANTRESA		7079 IVY CROSSING LN
00-42-45-12-25-000-0420	GUERRIER RICHARDINE	JEAN CHARLES VLADIMIR	7071 IVY CROSSING LN
00-42-45-12-25-000-0430	GROVER BHAVNA	ARORA RAHUL	7063 IVY CROSSING LN
00-42-45-12-25-000-0440	BRAVO MARIA	BRAVO CARLOS A	7055 IVY CROSSING LN
00-42-45-12-25-000-0450	TOVAR JEANNIE D	TOVAR EDGAR	7047 IVY CROSSING LN
00-42-45-12-25-000-0460	ESTRIPLET NURVAH	ESTRIPLET JAMES	7039 IVY CROSSING LN
00-42-45-12-25-000-0470	THOMAS LARRY A	THOMAS KATHY E	7031 IVY CROSSING LN
00-42-45-12-25-000-0480	YASSA MICHAEL		4155 HEARTSTONE PL
00-42-45-12-25-000-0490	FLEUREME TORGELINE	FADAEL FRANTZ	4147 HEARTSTONE PL
00-42-45-12-25-000-0500	TENNENHOUSE PATRICIA	TENNENHOUSE MARK J	4139 HEARTSTONE PL
00-42-45-12-25-000-0510	RAYMOND CLERMITE	RAYMOND WILFRID	4131 HEARTSTONE PL
00-42-45-12-25-000-0520	ESTRIPLET RUTH		4123 HEARTSTONE PL
00-42-45-12-25-000-0530	PIERRE JHONNY B		4115 HEARTSTONE PL
00-42-45-12-25-000-0540	ILLANEZ ANDRAS		4107 HEARTSTONE PL
00-42-45-12-25-000-0560	WELLS VANESSA	WELLS EVERETT G	4091 HEARTSTONE PL
00-42-45-12-25-000-0570	KANCHERLA KALYANI		4083 HEARTSTONE PL
00-42-45-12-25-000-0580	CHOISILME LAUNIDE A	CHOISILME WILGUERE	4075 HEARTSTONE PL
00-42-45-12-25-000-0590	ORTEGA BARBOZA ALAIZ D	DEJESUS MARK	4067 HEARTSTONE PL
00-42-45-12-25-000-0600	RAMTULLA TERRY A	RAMTULLA RORY R	4059 HEARTSTONE PL
00-42-45-12-25-000-0610	ALCIN DANIELLA	ALCIN PIERRE C	4051 HEARTSTONE PL
00-42-45-12-25-000-0620	RIVAS YANIRA	RIVAS CHRISTIAN A	7052 OLD ORCHARD WAY
00-42-45-12-25-000-0630	CLARK NICHOLE	CLARK ROGER A	7060 OLD ORCHARD WAY
00-42-45-12-25-000-0640	SUAREZ ANGELICA		7068 OLD ORCHARD WAY
00-42-45-12-25-000-0650	ILIOPOULOS SHADANA U	ILIOPOULOS ARISTIDES	7076 OLD ORCHARD WAY
00-42-45-12-25-000-0660	GONZALEZ ELIDA	GONZALEZ ANGEL	7084 OLD ORCHARD WAY
00-42-45-12-25-000-0670	SHAH ANKIT		7092 OLD ORCHARD WAY
00-42-45-12-25-000-0680	CHEN XUESHENG	CHEN YAXIANG	7100 OLD ORCHARD WAY

00-42-45-12-25-000-0690	NOVATON LUIS	NOVATON ANGELA M	7108 OLD ORCHARD WAY
00-42-45-12-25-000-0700	ARZONETTI ROBERT		7116 OLD ORCHARD WAY
00-42-45-12-25-000-0710	TRIPATHY MAMATA	BEHURA AMAR K	7117 OLD ORCHARD WAY
00-42-45-12-25-000-0720	WANEK ELIZABETH A		7109 OLD ORCHARD WAY
00-42-45-12-25-000-0730	COBOS FLAVIO	VIZKOCIL YOLANDA L	7101 OLD ORCHARD WAY
00-42-45-12-25-000-0740	POWELL TYRONE D		7093 OLD ORCHARD WAY
00-42-45-12-25-000-0750	OBRIEN KATHRYN E		7085 OLD ORCHARD WAY
00-42-45-12-25-000-0760	LA MAI XIEU	LY HOA YAN	7077 OLD ORCHARD WAY
00-42-45-12-25-000-0770	MANGROO AUDREY E	MANGROO HARRI K	7069 OLD ORCHARD WAY
00-42-45-12-25-000-0780	SWEETING PORSHA VERONICA		4114 HEARTSTONE PL
00-42-45-12-25-000-0790	LOUICIUS LIVENS	LOUICIUS LINDA	4122 HEARTSTONE PL
00-42-45-12-25-000-0800	SCHWEITZER GLENN	SCHWEITZER MEGAN	4130 HEARTSTONE PL
00-42-45-12-25-000-0810	ROBINSON GILBERTO L		4138 HEARTSTONE PL
00-42-45-12-25-000-0820	ROLLE ANTOINE	ROLLE PAMELA M	4146 HEARTSTONE PL
00-42-45-12-25-000-0830	WAGNER SHERIE J	DOUGLAS DONALD A	4154 HEARTSTONE PL
00-42-45-12-25-000-0840	JOSEPH BERLINE	GEFFRARD HENSON	7070 IVY CROSSING LN
00-42-45-12-25-000-0850	LOMIENTO JAMES F		7078 IVY CROSSING LN
00-42-45-12-25-000-0860	ALMELDA MARIA A	ALMELDA FRANCISCO N	7086 IVY CROSSING LN
00-42-45-12-25-000-0870	KEMPADOO GAITREE D	KEMPADOO BRIAN F	7094 IVY CROSSING LN
00-42-45-12-25-000-0880	GOODEN VETA L		7102 IVY CROSSING LN
00-42-45-12-25-000-0890	CUMMINGS ROSALEE C		7110 IVY CROSSING LN
00-42-45-12-25-000-0900	2017 1 IH BORROWER LP		7118 IVY CROSSING LN
00-42-45-12-25-000-0910	GAI LE	VAN TRAN TONY	7142 IVY CROSSING LN
00-42-45-12-25-000-0920	SA JILL	SA BRUCE	7150 IVY CROSSING LN
00-42-45-12-25-000-0930	CRESPO RAMON	CRESPO ALEASE	7158 IVY CROSSING LN
00-42-45-12-25-000-0940	MONTALBANO GIACHINO E		7166 IVY CROSSING LN
00-42-45-12-25-000-0950	SOLOMON ANITA		7174 IVY CROSSING LN
00-42-45-12-25-000-0960	SUSSKIND DUENPEN	SUDNAEN SIREE	7182 IVY CROSSING LN
00-42-45-12-25-000-0970	MARDY WENDEL		7190 IVY CROSSING LN
00-42-45-12-25-000-0980	PRINGLES JUAN P	DEVEVO KNOLAN O	4151 WOODHILL PL
00-42-45-12-25-000-0990	MCPHEETERS ADRIANE B	MCPHEETERS TRAVIS C	4143 WOODHILL PL
00-42-45-12-25-000-1000	YAU SHING WAI		4135 WOODHILL PL
00-42-45-12-25-000-1010	COURCHENE KRYSTAL A		4127 WOODHILL PL
00-42-45-12-25-000-1020	IH4 PROPERTY FLORIDA LP		4119 WOODHILL PL

00-42-45-12-25-000-1040	BERARDI FAMILY 2013 TRUST		4103 WOODHILL PL
00-42-45-12-25-000-1050	CAI ZHENGMIN		4095 WOODHILL PL
00-42-45-12-25-000-1060	PINZON ELSA	LOPEZ ALFONSO	4087 WOODHILL PL
00-42-45-12-25-000-1070	HUTCHINSON STEPHEN		4079 WOODHILL PL
00-42-45-12-25-000-1080	RIGGILLO ANTHONY		4071 WOODHILL PL
00-42-45-12-25-000-1090	GREEN JEFFREY	GREEN CHRISTINE	7209 SHADY GROVE LN
00-42-45-12-25-000-1100	DEKKAR NOURREDINE		7201 SHADY GROVE LN
00-42-45-12-25-000-1110	FRANCOIS JEAN B		7193 SHADY GROVE LN
00-42-45-12-25-000-1120	BOLANOS LUIS		7185 SHADY GROVE LN
00-42-45-12-25-000-1130	MORINVIL VERTILIA F		7181 OLD ORCHARD WAY
00-42-45-12-25-000-1140	BERRIOS CAROL	BERRIOS JOSE A	7173 OLD ORCHARD WAY
00-42-45-12-25-000-1150	CARDONA GIOVANA YANET	CARDONA JHON JAIRO	7165 OLD ORCHARD WAY
00-42-45-12-25-000-1160	IH3 PROPERTY FLORIDA LP		7157 OLD ORCHARD WAY
00-42-45-12-25-000-1170	PHUNG THAI	HUYNH NGUYET	7149 OLD ORCHARD WAY
00-42-45-12-25-000-1180	BAPTISTE JEAN	INNOCENT FABIENNE	7141 OLD ORCHARD WAY
00-42-45-12-25-000-1190	ANTOINE GEORGE A	ANTOINE NADIA J	7133 OLD ORCHARD WAY
00-42-45-12-25-001-0000	PALMYRA ESTATES HOA INC		7005 IVY CROSSING LN
00-42-45-12-25-002-0000	PALMYRA ESTATES HOA INC		7219 OLD ORCHARD WAY
00-42-45-12-25-003-0000	PALMYRA ESTATES HOA INC		7125 OLD ORCHARD WAY
00-42-45-12-25-012-0000	PALMYRA ESTATES HOA INC		
00-42-45-12-25-018-0010	PALMYRA ESTATES HOA INC		7180 OLD ORCHARD WAY
00-42-45-12-25-018-0020	PALMYRA ESTATES HOA INC		7125 LAWRENCE RD
00-42-45-12-02-001-0040	ERB ANGELA EDYTHE	CARANCI ROSS A	7089 LAWRENCE RD

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 30 day of July, 2025 by the City of Boynton Beach as Attorney-in-Fact for the property owners identified in Exhibit "C" attached hereto (hereinafter collectively "Owners").

2. The Owners are the fee simple owners of their respective properties described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. The City's authority to act as Attorney-in-Fact for the Owners is derived from an Irrevocable Special Power of Attorney executed by Jean Dahlgren, trustee U/A 10/04/89, Clark E. Dahlgren, and Jean Dahlgren recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida, pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Sharon and Patrick Robinson recorded at Official Records Book 13660, Page 1215 pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1215 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by John and Brenda Orrico recorded at Official Records Book 13660, Page 1208 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book, 13660 Page 1208 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Phillip and Cheryl Hartnett recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida; and an Irrevocable Special Power of Attorney executed by Wilmer Frederick Bauer, Jr. as Trustee of the Wilmer Frederick Bauer Trust recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida. All current Owners are bound by the annexation covenant contained in said Water Service Agreement, which covenant runs with the land and inures to the benefit of all successors in interest and assigns.

4. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof states the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHEREFORE, Petitioner respectfully requests that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

The undersigned is signing this Petition as Attorney-in-Fact for the above-named Owners pursuant to an Irrevocable Special Power of Attorney executed by Jean Dahlgren, trustee U/A 10/04/89, Clark E. Dahlgren, and Jean Dahlgren recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida, pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Sharon and Patrick Robinson recorded at Official Records Book 13660, Page 1215 pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1215 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by John and Brenda Orrico recorded at Official Records Book 13660, Page 1208 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book, 13660 Page 1208 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Phillip and Cheryl Hartnett recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida; and an Irrevocable Special Power of Attorney executed by Wilmer Frederick Bauer, Jr. as Trustee of the Wilmer Frederick Bauer Trust recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida, copies of which attached hereto and incorporated herein by reference.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for the property owners listed in Exhibit "C," Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the attorney-in-fact for the owners of all of the properties described and which are the subject matter of this Petition for Voluntary Annexation, acting pursuant to a valid irrevocable special power of attorney; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

The City of Boynton Beach by Daniel Dugger, City Manager, as Attorney-in-Fact for the property owners listed in Exhibit "C," Petitioner.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [_] online notarization this 30th day of July 2025, by Daniel Dugger as City Manager of the City of Boynton Beach who is personally known to me, and who is acting as Attorney-in-Fact for the property owners listed in Exhibit "C" pursuant to an Irrevocable Special Power of Attorney executed by Jean Dahlgren, trustee U/A 10/04/89, Clark E. Dahlgren, and Jean Dahlgren recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida, pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1433 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Sharon and Patrick Robinson recorded at Official Records Book 13660, Page 1215 pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1215 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by John and Brenda Orrico recorded at Official Records Book 13660, Page 1208 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book, 13660 Page 1208 of the Public Records of Palm Beach County, Florida; an Irrevocable Special Power of Attorney executed by Phillip and Cheryl Hartnett recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1201 of the Public Records of Palm Beach County, Florida; and an Irrevocable Special Power of Attorney executed by Wilmer Frederick Bauer, Jr. as Trustee of the Wilmer Frederick Bauer Trust recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida pursuant to a Water Service Agreement recorded at Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida.

NOTARY PUBLIC STATE OF FLORIDA
MELISSA CLAVEL
MY COMMISSION # HH 525712
EXPIRES: July 11, 2028

Notary Public, State of Florida
Print Name: Melissa Clavel
My Commission Expires: July 11, 2028

Exhibit A
Legal Description

Beginning at the intersection of the West Right-of-Way Line of Lawrence Road (per Order of Taking, recorded in Official Records Book 11768, Page 634 and Official Records Book 11788, Page 934, Palm Beach County Records, Florida) with the South Line of Lake Worth Drainage District L-18 Canal Right-of-Way (per Deed Book 118, Page 518 and Deed Book 899, Page 496, Palm Beach County Records, Florida); thence S.02° 02'58"W., along the West Right-of-Way Line of said Lawrence Road, a distance of 212.67 feet; thence S.89° 39'35"W., a distance of 303.43 feet; thence S.02° 22'12"W., a distance of 284.32 feet; thence N.89° 39'35"E., a distance of 305.03 feet; thence S.02° 02'58"W., along the West Right-of-Way Line of said Lawrence Road, a distance of 800.29 feet; thence S.89° 38'36"W., along the South Line of said Tracts 8 and 2, a distance of 986.24 feet; thence N.03° 01'08"E., along the East Plat Boundary Line of "Homes at Lawrence Plat No. 1", as recorded in Plat Book 49, Pages 183 through 185, Palm Beach County Records, a distance of 1298.88 feet; thence N.89° 40'36"E., along the South Line of said Lake Worth Drainage District L-18 Canal Right-of-Way, a distance of 964.23 feet to the Point of Beginning.

Said Lands contain 27.04 Acres, more or less

Together with:
The North 132 feet of South 264 feet of the East half of Lot 1, in subdivision of the Northeast Quarter of Section 17, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, Recorded in Plat Book 9, Page 74.

Said Lands contain 0.93 Acres, more or less

Exhibit B
Property Sketch

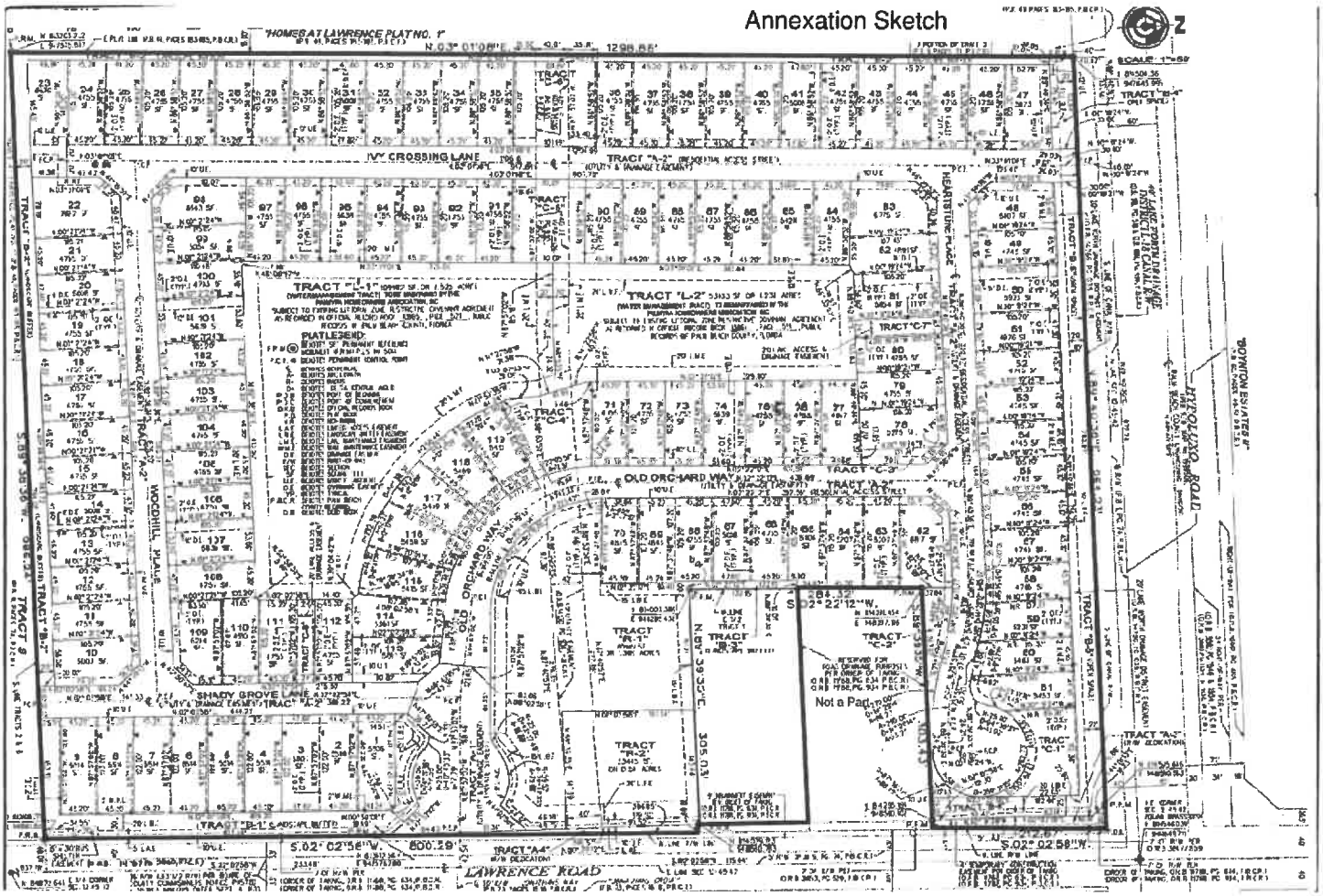


Exhibit C
Property Owners and Parcels

The following property owners and their respective parcels are subject to this Petition for Voluntary Annexation, all of whom are bound by the annexation covenant contained in the Water Service Agreement recorded at Official Records Book 13660, Page 1433; Official Records Book 13660, Page 1215; Official Records Book 13660, Page 1208; Official Records Book 13660, Page 1201; and Official Records Book 13660, Page 1453 of the Public Records of Palm Beach County, Florida, which covenant runs with the land and binds all successors in interest and assigns.

Parcel ID	Current Record of Owner	Legal Description Reference
00-42-45-01-15-003-0000	VINEYARDS AT PALM BEACH HOA INC	BOYNTON ESTATES 2 REPL 1 TRS C-A & C1-A K/A REC
00-42-45-12-25-000-0010	LUISO PATRICIA A; LUISO JOSEPH C JR	DAHLGREN PUD LT 1
00-42-45-12-25-000-0020	VAN METER JERI	DAHLGREN PUD LT 2
00-42-45-12-25-000-0030	ALUKA KODJO	DAHLGREN PUD LT 3
00-42-45-12-25-000-0040	HESLOP NYANDA C; HESLOP DEVON	DAHLGREN PUD LT 4
00-42-45-12-25-000-0050	CHASE JEREMY	DAHLGREN PUD LT 5
00-42-45-12-25-000-0060	NUNES TAIANE; NUNES RODRIGO	DAHLGREN PUD LT 6
00-42-45-12-25-000-0070	MERVILUS EDGARD	DAHLGREN PUD LT 7
00-42-45-12-25-000-0080	LE CHAU KIM; HUYNH HOANG	DAHLGREN PUD LT 8
00-42-45-12-25-000-0090	LOUISCAR WOOD K	DAHLGREN PUD LT 9
00-42-45-12-25-000-0100	ZHENG XIAOJUAN; PREISSIG JOSEPH S	DAHLGREN PUD LT 10
00-42-45-12-25-000-0110	PETTY RICKY LEMOND; TAYLOR SHALENA	DAHLGREN PUD LT 11
00-42-45-12-25-000-0120	CANUL MARY A; CANUL LUIS A	DAHLGREN PUD LT 12
00-42-45-12-25-000-0130	CAMACHO IRIS TROCHE	DAHLGREN PUD LT 13
00-42-45-12-25-000-0140	VAN NESS THAD; VAN NESS LISA M	DAHLGREN PUD LT 14
00-42-45-12-25-000-0150	MUNOZ LAURA	DAHLGREN PUD LT 15
00-42-45-12-25-000-0160	PROCTOR ERICA M; PROCTOR CHRISTOPHER A	DAHLGREN PUD LT 16
00-42-45-12-25-000-0170	SANDERS LEILA; SANDERS MICHAEL	DAHLGREN PUD LT 17
00-42-45-12-25-000-0180	VINCENT SHERLINE; FOREST JOHN W	DAHLGREN PUD LT 18
00-42-45-12-25-000-0190	DESULME MICHEL JUDELINE; MICHEL ALMEUS J	DAHLGREN PUD LT 19
00-42-45-12-25-000-0200	RODRIGUEZ WAHEEDA M	DAHLGREN PUD LT 20
00-42-45-12-25-000-0210	OCASIO MICHELLE; PONCE PABLO Y	DAHLGREN PUD LT 21
00-42-45-12-25-000-0220	ARANDELA HORACE; ARANDELA RONELA	DAHLGREN PUD LT 22
00-42-45-12-25-000-0230	MOSCOSO BOSCO; DAVILA PILAR	DAHLGREN PUD LT 23
00-42-45-12-25-000-0240	RAUZAN SLAVO	DAHLGREN PUD LT 24
00-42-45-12-25-000-0250	BURHANU DAHAB	DAHLGREN PUD LT 25
00-42-45-12-25-000-0260	PIERRE JOSE I	DAHLGREN PUD LT 26
00-42-45-12-25-000-0270	MARZOUCA KISHA F	DAHLGREN PUD LT 27
00-42-45-12-25-000-0280	RAMIREZ JAY; AJON RAMIREZ SARA	DAHLGREN PUD LT 28
00-42-45-12-25-000-0290	RUSSELL CAROL E	DAHLGREN PUD LT 29
00-42-45-12-25-000-0310	DULCIO ROSEMENE; SAINT FLEUR ALEX	DAHLGREN PUD LT 31
00-42-45-12-25-000-0320	WILLIAMS BRIDGES ANNELEAH	DAHLGREN PUD LT 32
00-42-45-12-25-000-0330	DIPCHAND KIMBERLENE; DILJOHN CARLENE N	DAHLGREN PUD LT 33
00-42-45-12-25-000-0340	PINKSTON BARBARA	DAHLGREN PUD LT 34

00-42-45-12-25-000-0350	TUAN EMILY YI	DAHLGREN PUD LT 35
00-42-45-12-25-000-0360	CROSS DONYALE P; CROSS ANDRE D	DAHLGREN PUD LT 36
00-42-45-12-25-000-0370	BURLEY YOHANNA; BURLEY KEDRICK	DAHLGREN PUD LT 37
00-42-45-12-25-000-0380	DAT MORILUS; THERLONGE VIALERNE	DAHLGREN PUD LT 38
00-42-45-12-25-000-0390	FAYETTEVILLE DRYWALL REPAIRS	DAHLGREN PUD LT 39
00-42-45-12-25-000-0400	JULIANO PHILIP M III	DAHLGREN PUD LT 40
00-42-45-12-25-000-0410	MCCARTHY SANTRESA	DAHLGREN PUD LT 41
00-42-45-12-25-000-0420	GUERRIER RICHARDINE; JEAN CHARLES VLADIMIR	DAHLGREN PUD LT 42
00-42-45-12-25-000-0430	GROVER BHAVNA; ARORA RAHUL	DAHLGREN PUD LT 43
00-42-45-12-25-000-0440	BRAVO MARIA;BRAVO CARLOS A	DAHLGREN PUD LT 44
00-42-45-12-25-000-0450	TOVAR JEANNIE D; TOVAR EDGAR	DAHLGREN PUD LT 45
00-42-45-12-25-000-0460	ESTRIPLET NURVAH; ESTRIPLET JAMES	DAHLGREN PUD LT 46
00-42-45-12-25-000-0470	THOMAS LARRY A; THOMAS KATHY E	DAHLGREN PUD LT 47
00-42-45-12-25-000-0480	YASSA MICHAEL	DAHLGREN PUD LT 48
00-42-45-12-25-000-0490	FLEUREME TORGELINE; FADAEL FRANTZ	DAHLGREN PUD LT 49
00-42-45-12-25-000-0500	TENNENHOUSE PATRICIA; TENNENHOUSE MARK J	DAHLGREN PUD LT 50
00-42-45-12-25-000-0510	RAYMOND CLERMITE; RAYMOND WILFRID	DAHLGREN PUD LT 51
00-42-45-12-25-000-0520	ESTRIPLET RUTH	DAHLGREN PUD LT 52
00-42-45-12-25-000-0530	PIERRE JHONNY B	DAHLGREN PUD LT 53
00-42-45-12-25-000-0540	ILLANEZ ANDRAS	DAHLGREN PUD LT 54
00-42-45-12-25-000-0560	WELLS VANESSA; WELLS EVERETT G	DAHLGREN PUD LT 56
00-42-45-12-25-000-0570	KANCHERLA KALYANI	DAHLGREN PUD LT 57
00-42-45-12-25-000-0580	CHOISILME LAUNIDE A; CHOISILME WILGUERE	DAHLGREN PUD LT 58
00-42-45-12-25-000-0590	ORTEGA BARBOZA ALAIZ D; DEJESUS MARK	DAHLGREN PUD LT 59
00-42-45-12-25-000-0600	RAMTULLA TERRY A; RAMTULLA RORY R	DAHLGREN PUD LT 60
00-42-45-12-25-000-0610	ALCIN DANIELLA; ALCIN PIERRE C	DAHLGREN PUD LT 61
00-42-45-12-25-000-0620	RIVAS YANIRA; RIVAS CHRISTIAN A	DAHLGREN PUD LT 62
00-42-45-12-25-000-0630	CLARK NICHOLE; CLARK ROGER A	DAHLGREN PUD LT 63
00-42-45-12-25-000-0640	SUAREZ ANGELICA	DAHLGREN PUD LT 64
00-42-45-12-25-000-0650	ILIOPOULOS SHADANA U; ILIOPOULOS ARISTIDES	DAHLGREN PUD LT 65
00-42-45-12-25-000-0660	GONZALEZ ELIDA; GONZALEZ ANGEL	DAHLGREN PUD LT 66
00-42-45-12-25-000-0670	SHAH ANKIT	DAHLGREN PUD LT 67
00-42-45-12-25-000-0680	CHEN XUESHENG; CHEN YAXIANG	DAHLGREN PUD LT 68
00-42-45-12-25-000-0690	NOVATON LUIS; NOVATON ANGELA M	DAHLGREN PUD LT 69
00-42-45-12-25-000-0700	ARZONETTI ROBERT	DAHLGREN PUD LT 70
00-42-45-12-25-000-0710	TRIPATHY MAMATA; BEHURA AMAR K	DAHLGREN PUD LT 71
00-42-45-12-25-000-0720	WANEK ELIZABETH A	DAHLGREN PUD LT 72
00-42-45-12-25-000-0730	COBOS FLAVIO; VIZKOCIL YOLANDA L	DAHLGREN PUD LT 73
00-42-45-12-25-000-0740	POWELL TYRONE D	DAHLGREN PUD LT 74
00-42-45-12-25-000-0750	OBRIEN KATHRYN E	DAHLGREN PUD LT 75
00-42-45-12-25-000-0760	LA MAI XIEU; LY HOA YAN	DAHLGREN PUD LT 76
00-42-45-12-25-000-0770	MANGROO AUDREY E; MANGROO HARRI K	DAHLGREN PUD LT 77
00-42-45-12-25-000-0780	SWEETING PORSHA VERONICA	DAHLGREN PUD LT 78
00-42-45-12-25-000-0790	LOUICIUS LIVENS; LOUICIUS LINDA	DAHLGREN PUD LT 79

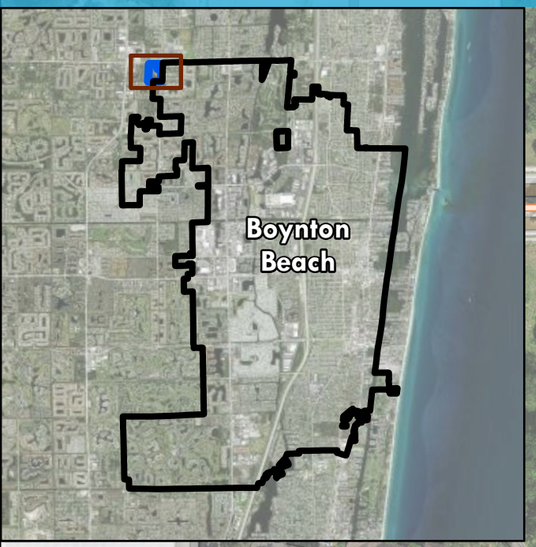
00-42-45-12-25-000-0800	SCHWEITZER GLENN; SCHWEITZER MEGAN	DAHLGREN PUD LT 80
00-42-45-12-25-000-0810	ROBINSON GILBERTO L	DAHLGREN PUD LT 81
00-42-45-12-25-000-0820	ROLLE ANTOINE; ROLLE PAMELA M	DAHLGREN PUD LT 82
00-42-45-12-25-000-0830	WAGNER SHERIE J; DOUGLAS DONALD A	DAHLGREN PUD LT 83
00-42-45-12-25-000-0840	JOSEPH BERLINE; GEFFRARD HENSON	DAHLGREN PUD LT 84
00-42-45-12-25-000-0850	LOMIENTO JAMES F	DAHLGREN PUD LT 85
00-42-45-12-25-000-0860	ALMELDA MARIA A; ALMELDA FRANCISCO N	DAHLGREN PUD LT 86
00-42-45-12-25-000-0870	KEMPADOO GAITREE D; KEMPADOO BRIAN F	DAHLGREN PUD LT 87
00-42-45-12-25-000-0880	GOODEN VETA L	DAHLGREN PUD LT 88
00-42-45-12-25-000-0890	CUMMINGS ROSALEE C	DAHLGREN PUD LT 89
00-42-45-12-25-000-0900	2017 1 IH BORROWER LP	DAHLGREN PUD LT 90
00-42-45-12-25-000-0910	GAI LE; VAN TRAN TONY	DAHLGREN PUD LT 91
00-42-45-12-25-000-0920	SA JILL; SA BRUCE	DAHLGREN PUD LT 92
00-42-45-12-25-000-0930	CRESPO RAMON; CRESPO ALEASE	DAHLGREN PUD LT 93
00-42-45-12-25-000-0940	MONTALBANO GIACHINO E	DAHLGREN PUD LT 94
00-42-45-12-25-000-0950	SOLOMON ANITA	DAHLGREN PUD LT 95
00-42-45-12-25-000-0960	SUSSKIND DUENPEN; SUDNAEN SIREE	DAHLGREN PUD LT 96
00-42-45-12-25-000-0970	MARDY WENDEL	DAHLGREN PUD LT 97
00-42-45-12-25-000-0980	PRINGLES JUAN P; DEVEVO KNOLAN O	DAHLGREN PUD LT 98
00-42-45-12-25-000-0990	MCPHEETERS ADRIANE B; MCPHEETERS TRAVIS C	DAHLGREN PUD LT 99
00-42-45-12-25-000-1000	YAU SHING WAI	DAHLGREN PUD LT 100
00-42-45-12-25-000-1010	COURCHENE KRYSTAL A	DAHLGREN PUD LT 101
00-42-45-12-25-000-1020	IH4 PROPERTY FLORIDA LP	DAHLGREN PUD LT 102
00-42-45-12-25-000-1040	BERARDI FAMILY 2013 TRUST	DAHLGREN PUD LT 104
00-42-45-12-25-000-1050	CAI ZHENGMIN	DAHLGREN PUD LT 105
00-42-45-12-25-000-1060	PINZON ELSA; LOPEZ ALFONSO	DAHLGREN PUD LT 106
00-42-45-12-25-000-1070	HUTCHINSON STEPHEN	DAHLGREN PUD LT 107
00-42-45-12-25-000-1080	RIGGILLO ANTHONY	DAHLGREN PUD LT 108
00-42-45-12-25-000-1090	GREEN JEFFREY; GREEN CHRISTINE	DAHLGREN PUD LT 109
00-42-45-12-25-000-1100	DEKKAR NOURREDINE	DAHLGREN PUD LT 110
00-42-45-12-25-000-1110	FRANCOIS JEAN B	DAHLGREN PUD LT 111
00-42-45-12-25-000-1120	BOLANOS LUIS	DAHLGREN PUD LT 112
00-42-45-12-25-000-1130	MORINVIL VERTILIA F	DAHLGREN PUD LT 113
00-42-45-12-25-000-1140	BERRIOS CAROL; BERRIOS JOSE A	DAHLGREN PUD LT 114
00-42-45-12-25-000-1150	CARDONA GIOVANA YANET; CARDONA JHON JAIRO	DAHLGREN PUD LT 115
00-42-45-12-25-000-1160	IH3 PROPERTY FLORIDA LP	DAHLGREN PUD LT 116
00-42-45-12-25-000-1170	PHUNG THAI; HUYNH NGUYET	DAHLGREN PUD LT 117
00-42-45-12-25-000-1180	BAPTISTE JEAN; INNOCENT FABIENNE	DAHLGREN PUD LT 118
00-42-45-12-25-000-1190	ANTOINE GEORGE A; ANTOINE NADIA J	DAHLGREN PUD LT 119
00-42-45-12-25-001-0000	PALMYRA ESTATES HOA INC	DAHLGREN PUD TRS A-1 & A-2 K/A PRIVATE & RESIDENTIAL ST
00-42-45-12-25-002-0000	PALMYRA ESTATES HOA INC	DAHLGREN PUD TRS B-1 THRU B-6 K/A OPEN SPACE & LANDSCAPE BUFFER
00-42-45-12-25-003-0000	PALMYRA ESTATES HOA INC	DAHLGREN PUD TRS C-1 THRU

		C-8 K/A OPEN SPACE
00-42-45-12-25-012-0000	PALMYRA ESTATES HOA INC	DAHLGREN PUD TRS L-1 & L-2 K/A WATER MGMT
00-42-45-12-25-018-0010	PALMYRA ESTATES HOA INC	DAHLGREN PUD TR R-1 K/A REC
00-42-45-12-25-018-0020	PALMYRA ESTATES HOA INC	DAHLGREN PUD TR R-2 K/A CIVIC
00-42-45-12-02-001-0040	ERB ANGELA EDYTHE; CARANCI ROSS A	12-45-42 SUB OF NE 1/4 AMND PL NLY 132.11 FT OF SLY 263.82 FT OF E 1/2 OF TR 1 (LESS E 40 FT LAWRENCE RD R/W)

Contiguity Map

DALHGREN P.U.D. (AKA Palmyra)

CITY OF BOYNTON BEACH



Spider Lily Ln
Coontie Ct
Sea Daisy Dr
Hypoluxo Rd
Hypoluxo Rd
Hypoluxo Rd
Hypoluxo Rd
Lawrence Rd
Lawrence Rd
Glenwood Dr
Ivy Crossing Ln
Orchard Way
SITE
71st Ave S
Jonathans Way
71st Ln S
Aspen Leaf Dr
Woodhill Pl
Nautica Sound Blvd
Nautica Sound Blvd
Colony Club Dr
Willow Springs Cir N
Willow Springs Cir
Park Cir
Chesapeake Cir

Legend

- Contiguity
- Site Location - Dahlgren PUD
- Current City's Boundary

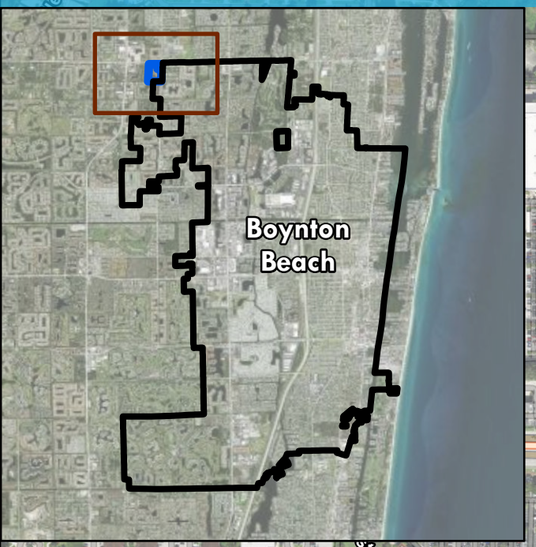
0 70 140 280 420 560 Feet

682

Location Map

DALHGREN P.U.D. (AKA Palmyra)

CITY OF BOYNTON BEACH



SITE

Legend

- Site Location - Dahlgren PUD
- Current City's Boundary

0 180 360 720 1,080 1,440 Feet

N

683

Project Statement

The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the west, and south boundaries. All properties within the requested annexation are served by the City of Boynton Beach in regards to water and wastewater.

The area currently has a Palm Beach County future land use designation of MR-5 and is zoned Palm Beach County PUD and AR, which residential within the Palmyra development, ancillary uses to the residential development, and certain agricultural uses in one stand alone parcel. The application submitted is an application to voluntarily annex the property into the City of Boynton Beach and change the future land use to Low Density Residential (LDR) and zoning to Planned Unit Development (PUD) and Single-Family Residential District (R-1-AAB), respectively, which would permit the existing uses at this location. There will be no change in use for the proposed annexation.

Review of the proposed annexation application meets the statutory conditions: the parcel is contiguous to the City boundary and “reasonably compact” in that it does not create enclaves or pockets. The remaining parcel is a dedicated drainage easement and not subject to future development. By State Statute it would not be defined as an enclave.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018.

Since the size of the property under consideration does not exceed 50 acres, does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and is not located within an area of critical state concern, the proposed Future Land Use Map amendment is subject to the small-scale comprehensive plan amendment process per provisions of Chapter 163.3187, Florida Statutes.

REVIEW BASED ON CRITERIA

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. Demonstration of Need. *A demonstration of need may be based upon changing*

conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.

This request is accompanied by a request for annexation. The parcel currently has a Palm Beach County zoning and future land use designation, which would not be appropriate once the property is annexed into the City. Furthermore, the location has existing uses and structures and is developed. The proposed FLU classifications and proposed zoning allow for existing uses to be in compliance.

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.1.1 *The City shall issue development orders or permits only if infrastructure for potable water, sanitary sewer, solid waste and stormwater drainage exist, is provided for in accord with the requirements of this Comprehensive Plan, or will exist concurrent with the impacts of the development, and is sufficient to maintain or exceed adopted levels of service.*

Policy 1.1.6 *The City shall ensure that all proposed land use changes submitted to the Department of Economic Opportunity will include data and analysis demonstrating that adequate water supplies and associated public facilities are available to meet projected growth demands. If necessary, an amendment to the Capital Improvements Element will also be included.*

Policy 1.15.1 *The City shall continue to promote the orderly annexation of lands consistent with Chapter 171, Florida Statutes.*

Policy 1.15.3 *The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district. Reclassification and rezoning of properties annexed through city-initiated actions can be postponed for up to 6 months unless improvements are requested.*

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The area is currently developed with a land use pattern established for residential uses along with community amenities. Both the zone changes and FLUM do not change any land use patterns for the area.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLU and zoning designations will compliment the existing uses of the area as the area is already developed. By annexing properties that are served by the City of Boynton Beach for water and wastewater, this allows for a more conservative method for future water usage. The zone change and FLUM are required to applied at time of annexation.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

The area is already developed and being served by the City of Boynton Beach. See attached for department estimates of expenditures to the City if approved for annexation, zone change, and FLUM.

f. ***Compatibility.*** *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The area in question is already developed and is consistent with surrounding development for commercial and residential development.

g. ***Economic Development Impact Determination for Conventional Zoning Districts.*** *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further Economic Development Program, but also determine whether the proposal would:*

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

See attached for department estimates for expenditures of impact on City services for an annexation, zone change, and FLUM associated with this proposal.

h. ***Commercial and Industrial Land Supply.*** *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposal is for an area that is already developed as residential. No changes are anticipated at this time.

i. Alternative Sites. *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

As the site is already developed, it would not be feasible to move to another site, therefore this criterion does not apply.

j. Master Plan and Site Plan Compliance with Land Development Regulations. *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

Section 2.D.1.e states that "A master plan shall be required when a privately-initiated application is made to rezone lands to a planned zoning district." While a portion of the site is being zoned PUD, an application may submit a PUD Master Plan within 6 months of an approved annexation. If the application is approved, staff will bring forth a PUD Master Plan that has already been approved within the County assuring that all City standards and requirements are met.

Exhibit A

Legal Description

Beginning at the intersection of the West Right-of-Way Line of Lawrence Road (per Order of Taking, recorded in Official Records Book 11768, Page 634 and Official Records Book 11788, Page 934, Palm Beach County Records, Florida) with the South Line of Lake Worth Drainage District L-18 Canal Right-of-Way (per Deed Book 118, Page 518 and Deed Book 899, Page 496, Palm Beach County Records, Florida); thence S.02˚ 02'58"W., along the West Right-of-Way Line of said Lawrence Road, a distance of 212.67 feet; thence S.89˚ 39'35"W., a distance of 303.43 feet; thence S.02˚ 22'12"W., a distance of 284.32 feet; thence N.89˚ 39'35"E., a distance of 305.03 feet; thence S.02˚ 02'58"W., along the West Right-of-Way Line of said Lawrence Road, a distance of 800.29 feet; thence S.89˚ 38'36"W., along the South Line of said Tracts 8 and 2, a distance of 986.24 feet; thence N.03˚ 01'08"E., along the East Plat Boundary Line of "Homes at Lawrence Plat No. 1", as recorded in Plat Book 49, Pages 183 through 185, Palm Beach County Records, a distance of 1298.88 feet; thence N.89˚ 40'36"E., along the South Line of said Lake Worth Drainage District L-18 Canal Right-of-Way, a distance of 964.23 feet to the Point of Beginning.

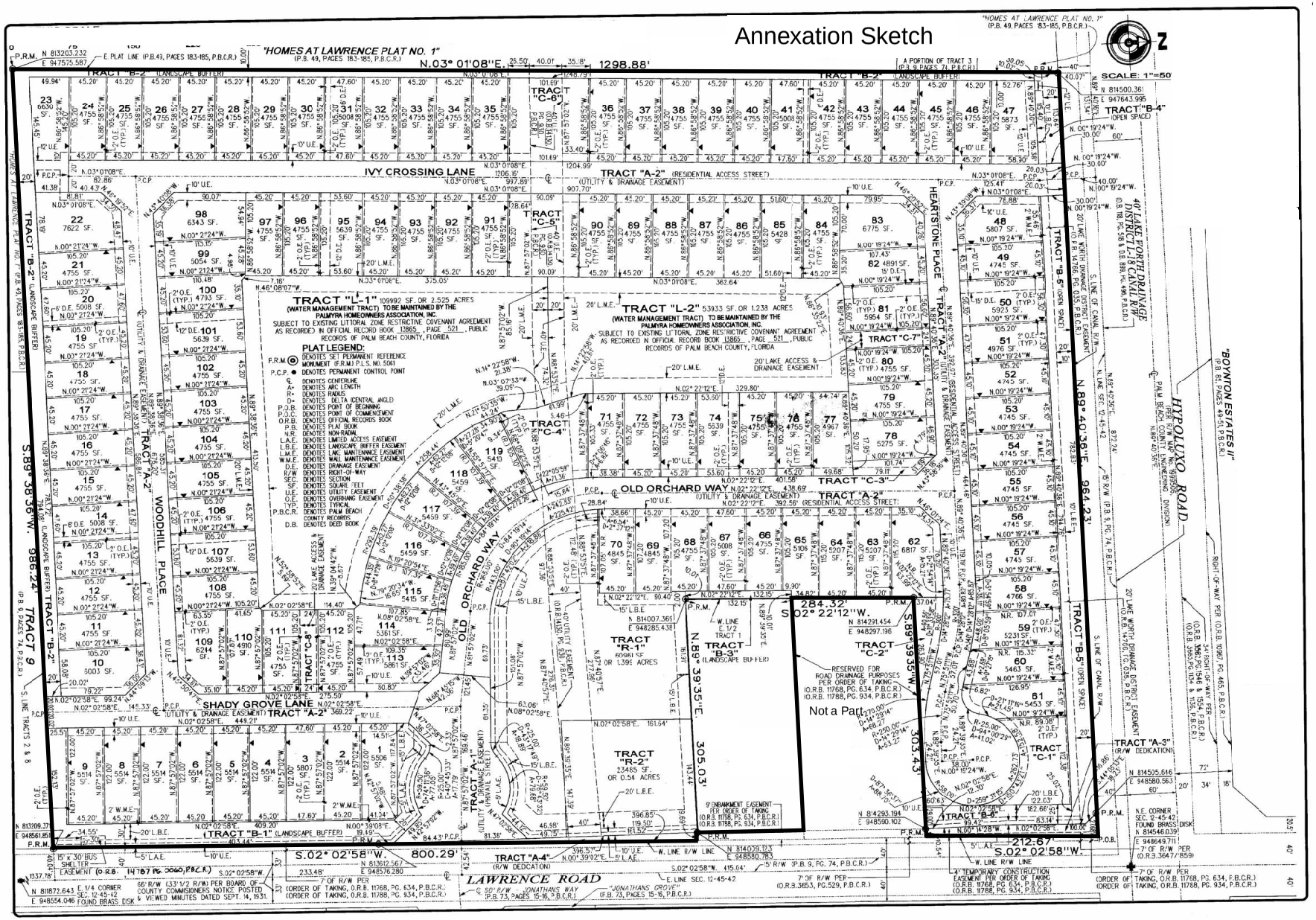
Said Lands contain 27.04 Acres, more or less

Together with:

The North 132 feet of South 264 feet of the East half of Lot 1, in subdivision of the Northeast Quarter of Section 17, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, Recorded in Plat Book 9, Page 74.

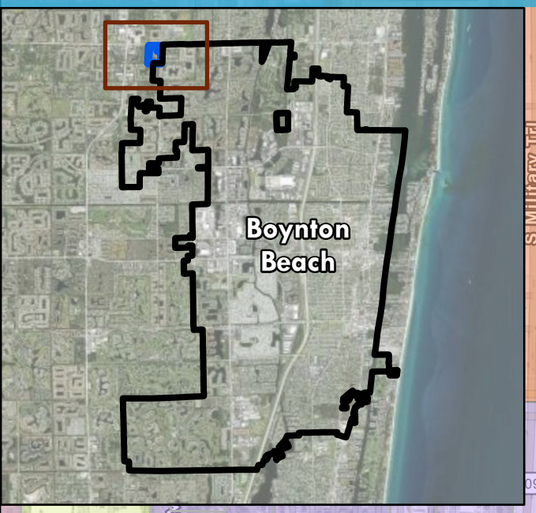
Said Land contain 0.93 Acres, more or less

Annexation Sketch



Existing Future Land Use Map (MR-5)

CITY OF BOYNTON BEACH



EXISTING FLU: MR-5

Legend

- Site Location
- Current City's Boundary

Layer

PBC Future Land Use

- COMMERCIAL HIGH, WITH AN UNDERLYING MR-5
- COMMERCIAL LOW
- COMMERCIAL LOW, WITH AN UNDERLYING LR-3
- COMMERCIAL LOW, WITH AN UNDERLYING MR-5
- HIGH RESIDENTIAL, 8 UNITS PER ACRE
- INSTITUTIONAL
- LOW RESIDENTIAL, 3 UNITS PER ACRE
- MEDIUM RESIDENTIAL, 5 UNITS PER ACRE
- PARK

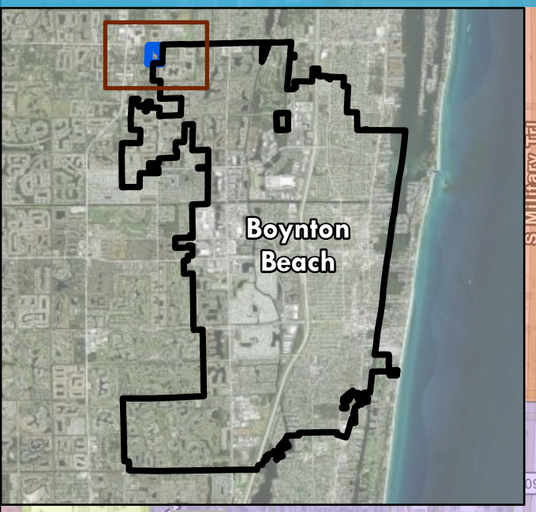
0 150 300 600 900 1,200 Feet

N

691

Existing Future Land Use Map (MR-5)

CITY OF BOYNTON BEACH



EXISTING FLU: MR-5

Legend

- Site Location
- Current City's Boundary

PBC Future Land Use

- COMMERCIAL HIGH, WITH AN UNDERLYING MR-5
- COMMERCIAL LOW
- COMMERCIAL LOW, WITH AN UNDERLYING LR-3
- COMMERCIAL LOW, WITH AN UNDERLYING MR-5
- HIGH RESIDENTIAL, 8 UNITS PER ACRE
- INSTITUTIONAL
- LOW RESIDENTIAL, 3 UNITS PER ACRE
- MEDIUM RESIDENTIAL, 5 UNITS PER ACRE
- PARK

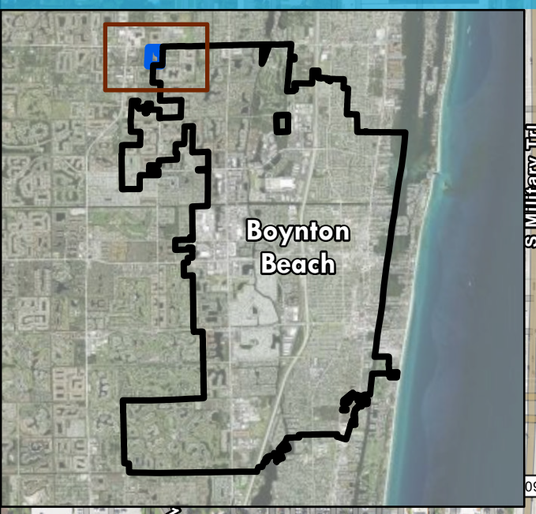
0 150 300 600 900 1,200 Feet

N

692

Future Land Use Map (LDR)

CITY OF BOYNTON BEACH



PROPOSED FLU: LDR

Legend

- Site Location
- Current City's Boundary
- Site Location - Dahlgren PUD

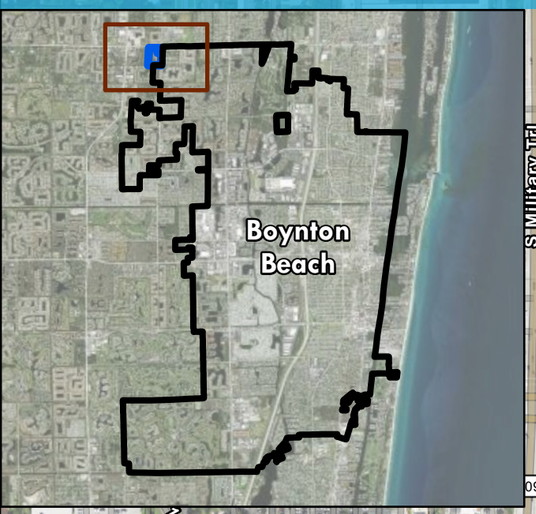
Future Land Use

- LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
- LOCAL RETAIL COMMERCIAL (LRC)

0 150 300 600 900 1,200 Feet

Future Land Use Map (LDR)

CITY OF BOYNTON BEACH



PROPOSED FLU: LDR

Legend

- Current City's Boundary
- Site Location - Dahlgren PUD

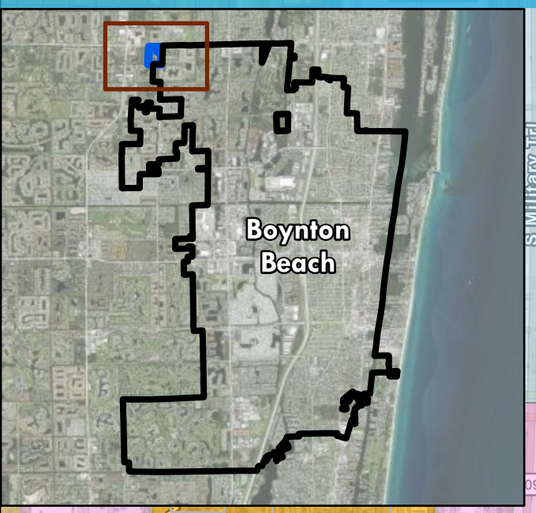
Future Land Use

- LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
- LOCAL RETAIL COMMERCIAL (LRC)

0 150 300 600 900 1,200 Feet

Existing Zoning Map (PUD - City)

CITY OF BOYNTON BEACH



EXISTING ZONING: PUD (City)

Legend

- Site Location
- Current City's Boundary

PBC Zoning

FNAME

- AGRICULTURAL RESIDENTIAL DISTRICT
- COMMUNITY COMMERCIAL DISTRICT
- GENERAL COMMERCIAL DISTRICT
- MULTI-FAMILY RESIDENTIAL (MEDIUM DENSITY) DISTRICT
- MULTIPLE USE PLANNED DEVELOPMENT DISTRICT
- PUBLIC OWNERSHIP DISTRICT
- RESIDENTIAL PLANNED UNIT DEVELOPMENT DISTRICT
- RESIDENTIAL TRANSITIONAL SUBURBAN DISTRICT
- SINGLE FAMILY RESIDENTIAL DISTRICT

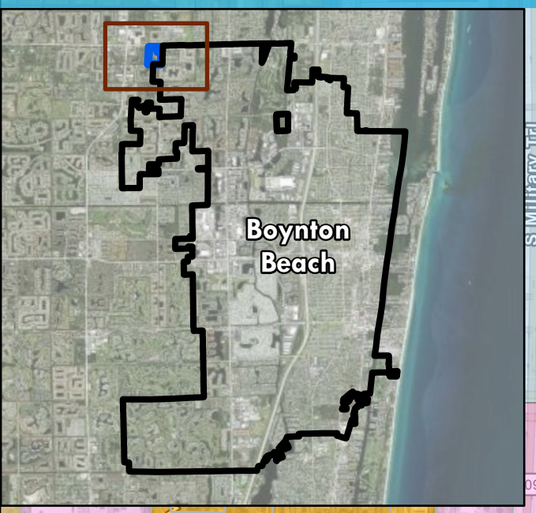
0 150 300 600 900 1,200 Feet

N

695

Existing Zoning Map (Agricultural)

CITY OF BOYNTON BEACH



EXISTING ZONING: Agricultural

Legend

- Site Location
- Current City's Boundary

PBC Zoning

FNAME

- AGRICULTURAL RESIDENTIAL DISTRICT
- COMMUNITY COMMERCIAL DISTRICT
- GENERAL COMMERCIAL DISTRICT
- MULTI-FAMILY RESIDENTIAL (MEDIUM DENSITY) DISTRICT
- MULTIPLE USE PLANNED DEVELOPMENT DISTRICT
- PUBLIC OWNERSHIP DISTRICT
- RESIDENTIAL PLANNED UNIT DEVELOPMENT DISTRICT
- RESIDENTIAL TRANSITIONAL SUBURBAN DISTRICT
- SINGLE FAMILY RESIDENTIAL DISTRICT

0 150 300 600 900 1,200 Feet

N

Zoning Map (PUD)

CITY OF BOYNTON BEACH

Boynton Beach

PROPOSED ZONING: PUD

Arthurium Ave
Spider Lily Ln
Coontie Ct
Sea Daisy Dr
Lawrence Rd
Santaluces Community High Schl-Adult Ed
Palomino Dr
Artesian Dr
Sapphire Rd
Amberjack Rd
Navigator Creek
Hypoluxo Rd
Gross Trl
Glenwood Dr
Crossing Ln
Woodhill Pl
Chesapeake Cir
71st Ave S
Jonathans Way
Stratton Ln
Hudson Ln
Aspen Leaf Dr
Nautica Sound Blvd
Newport Ave
Springfield Blvd
Willow Springs Cir
Manor Forest Blvd
S Military Trl
Meadows Blvd
The Reef
809

Legend

- Site Location
- Current City's Boundary

Zoning Classification

- C3 Community Commercial
- PUD Planned Unit Development
- R1 Single Family, 7.5 du/ac
- R1A Single Family, 6 du/ac
- R1AAB

0 150 300 600 900 1,200 Feet

N

Exhibit A

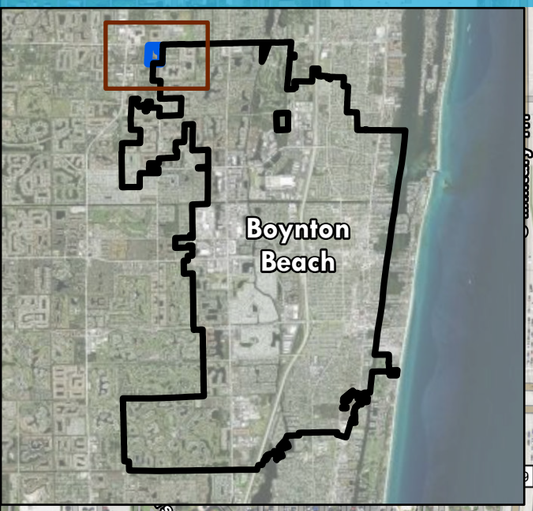
Legal Description

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Said Lands contain 27.04 Acres, more or less

Zoning Map (R1AAB)

CITY OF BOYNTON BEACH



PROPOSED ZONING: R1AAB

Legend

- Site Location
- Current City's Boundary

Zoning Classification

- C3 Community Commercial
- PUD Planned Unit Development
- R1 Single Family, 7.5 du/ac
- R1A Single Family, 6 du/ac
- R1AAB

0 150 300 600 900 1,200 Feet

N

699

Exhibit A

Legal Description

The North 132 feet of South 264 feet of the East half of Lot 1, in subdivision of the Northeast Quarter of Section 17, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, Recorded in Plat Book 9, Page 74.

Said Land contain 0.93 Acres, more or less

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NO. 25-020

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 27.97 ACRES OF UNINCORPORATED TERRITORY INTO THE CORPORATE LIMITS OF THE CITY PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR THE ANNEXATION OF THE PROPERTY DESCRIBED HEREIN; PROVIDING PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION; DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF PALM BEACH COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This proposed ordinance will provide City services for the applicant and will expand the City boundaries, thus serving the public health safety, morals and welfare.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

Annexation does not lessen or remove any private resident or commercial business. Thus, it is estimated that neither residents nor any businesses will incur additional costs. The city does not seek to impose any additional user or regulatory fees or charges, nor are any direct compliance costs expected.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

Annexation does not lessen or remove any private resident or commercial business. Thus, it is estimated that neither residents nor any businesses will incur additional costs. The city does not seek to impose any additional user or regulatory fees or charges, nor are any direct compliance costs expected.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Annexation does not lessen or remove any private resident or commercial business. Thus, it is estimated that neither residents nor any businesses will incur additional costs. The city does not seek to impose any additional user or regulatory fees or charges, nor are any direct compliance costs expected.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Zero (0)

4. Additional information the governing body deems useful (if any):

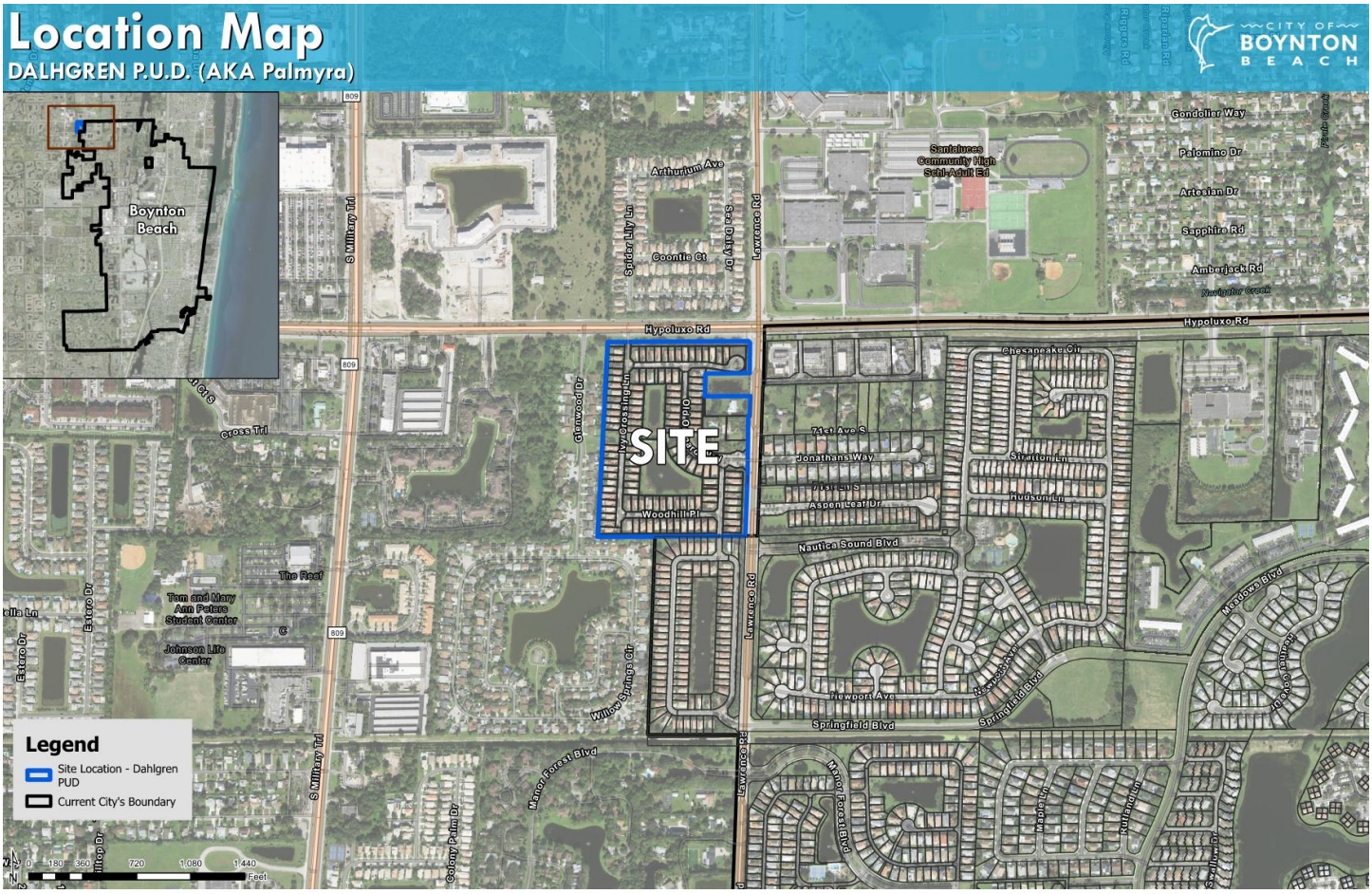
City staff solicited comments from businesses and residents in the City as to the potential impact of the proposed ordinance by direct mail or direct email, posting on City's website, etc. The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect residents or businesses.

Palmyra Annexation

Annexation Feasibility Analysis

Original: February 10, 2025

Updated: August 13, 2025



Acreage:	27.97
2023 Population Estimate:	261
Number of Parcels:	127
Number of Units:	119
Taxable Value:	$32,842,130
Median Household Income:	$103,708
Per Capita Income:	$46,360
Owner/Renter Statistics:	**Owner:** 102
	Renter: 17
Median Age of Structure:	20 years
Approx. number of jobs within Subarea:	0
Linear Lane-Miles of County Roads:	**Local:** 0.79
	Collector: 0
	Arterial: 0
	Total: 0.79

Inventory of Public Service Facilities

Below is a summary of the feasibility analysis performed by each department, including the estimated costs (operational and capital) and revenue. The calculations are provided in an annual basis, except otherwise noted. For additional clarity, the bottom line (deficit or surplus) and Level of Service (LOS) have been denoted as follows:

- ✗ - Department deficit
- ✓ - Department surplus or meets/exceeds LOS

1) **Planning and Development:** ✓
   - The Planning and Development Department would be able to maintain the current LOS without additional resources.
   - No additional staff will be needed to handle planning applications.
   - Review of the zoning code reveals that the recommended zoning designations are of PUD and R-1-AAB to accommodate existing and futures uses that are compatible with current zoning of Palm Beach County. There is a change to the City of Boynton Beach's Land Use Regulations to allow Agriculture as an accessory use in certain situations in the R-1-AAB zoning district.
   - Plans and regulations, including the Comprehensive Plan and Zoning Map, will need more in-depth updates to accommodate the annexation.
   - Existing nonconformities can be addressed through various mechanisms, with minimal impact expected.
2) **Business Tax Receipt (BTR):** ✓
   - The Business Tax Receipt Division would not require additional resources in order to maintain the current LOS.
3) **Community Standards:** ✓
   - The Community Standards Division is able to maintain the current LOS without additional resources.
4) **Building:** ✓
   - The Building Division would be able to provide the same LOS without additional resources.
5) **Fire:** ✓
   - The Fire Department would be able to maintain the current LOS with existing resources.
   - Station 3 is primary response for the Palmyra Annexation. Fire is already in the process of updating addresses with the Fire Box system and will be ready to start providing responses as soon as approval date is granted.
6) **Police:** ✓
   - The Police Department would need additional resources in order to maintain the current LOS.
   - Officer serving zone 7 would assume additional area, consisting of 119 homes.
   - No additional police facilities will be needed in order to provide police services to the subarea.
7) **Public Works:** ✓

   The Public Works Department provides a range of essential services, including Engineering (permitting and inspections), solid waste, and maintenance of streets, sidewalk and parks. Below is a summary of the Department's key findings.

   1. Engineering/ Construction Services: ✓
      - There may be associated costs related to the road resurfacing program to routinely maintain, renew and resurface roads, which will be budgeted as needed per City policies.
   2. Solid Waste: ✓
      - The Solid Waste Division would not need additional resources to service the annexation area and maintain the current LOS.
      - The services for the residential properties can be absorbed with existing equipment and staff.
      - can be adequately provided by the division, adjustments to the current service contracts will be necessary to accommodate the annexation of this area.

3. Parks & Grounds Maintenance: ✔
    - While municipal services can be adequately provided by the division, adjustments to the current service contracts will be necessary to accommodate the annexation of this area.

8) Utilities: ✔

- The annexation will not trigger additional operational or capital costs related to water distribution and sanitary sewer services.
- Existing customers in the subject area will no longer be subject to the unincorporated surcharge
- The area currently receives water and sewer services from the City of Boynton Beach Utilities Department. This confirms that the necessary infrastructure is already in place to continue to support the developed area. Also, the existing water and sewer infrastructure serving the area is deemed adequate for its current development density and usage.
- The City of Boynton Beach Utilities currently owns and maintains the water and sewer mains within the service area and will continue to do so after annexation. This confirms that there will be no change in operational responsibilities.

9) Parks & Recreation: ✔

- The City's Comprehensive Plan, Policy 5.3.1 states that the City shall adopt and maintain a level of service of 2.5 acres of developed parkland per 1,000 residents, which excludes undeveloped parkland, private golf courses, conservation land, preservation land, and bodies of water.
- The city's current level of service is 7.22 acres per 1000 residents.
- The annexation of the Palmyra Annexation would add an additional 261 people to the city and would result in a level of service of 7.20, which also exceeds the adopted level of service.
- Factoring planned city parks and other agency developed parks would increase the level of service to 9.22 acres per 1000 residents.

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
10/ 7/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-028- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for an approximately 27.04 acre parcel of real property by changing the future land use classification from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Low Density Residential (LDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-028, at second reading.

Explanation of Request: The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east and southern boundaries. The site currently has a Palm Beach County Future Land Use designation of Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) and is zoned Planned Unit Development (PUD). The application submitted is an application to voluntarily annex the property into the City of Boynton Beach and change the Future Land Use Map to Low Density Residential (LDR), which would permit the existing uses at this location. There will be no change in use for the proposed application.

How will this affect city programs or services? See Palmyra Annexation for full analysis.

Account Line Item and Description: N/A

Fiscal Impact: See Palmyra Annexation for full analysis.

Attachments:
Ord. 25-028 Palmyra_Annexation_-_Future_Land_Use_Map_Amendment_Ordinance.docx
Attachment 1 - Existing FLUM_PUD
Attachment 2 - Proposed FLUM_PUD
Attachment 3 - Exhibit A - Legal Description
Business-impact-estimate_Agenda Item 3499-2025.docx

ORDINANCE NO. 25-028

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR AN APPROXIMATELY 27.04 ACRE PARCEL OF REAL PROPERTY BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM PALM BEACH COUNTY'S MEDIUM RESIDENTIAL WITH A MAXIMUM DENSITY OF 5.0 DWELLING UNITS PER ACRE (MR-5) TO CITY OF BOYNTON BEACH'S LOW DENSITY RESIDENTIAL (LDR); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted a Comprehensive Future Land Use Plan inclusive of a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east and southern boundaries (the "Property"), more particularly described in Exhibit "A"; and

WHEREAS, the permitted uses within the Future Land Use Map category are compatible with the surrounding and existing land uses; and

WHEREAS, the Property owner has also applied to rezone the property from Palm Beach County's Planned Unit Development (PUD) to City of Boynton Beach's Planned Unit Development (PUD); and

WHEREAS, the procedure for amendment of a Future Land Use Element of a Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

WHEREAS, after public hearings, the City Commission, acting in its dual capacity as the Local Planning Agency and City Commission, finds that the Future Land Use Map amendment is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

WHEREAS, a published legal notice of this Ordinance has been provided pursuant to the requirements of section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed amendment complies with the City's Comprehensive Plan and is consistent with section 163.3184, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the Future Land Use Map amendment; and

WHEREAS, the City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations

and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan as hereinafter provided.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. Ordinance No. 89-38 of the City is hereby amended to reflect the following: The City's Future Land Use Map is hereby amended from Palm Beach County's Future Land Use Designation of Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Future Land Use Designation of Low Density Residential (LDR) for a ± 27.04 acre parcel, as depicted in Exhibit "B."

Section 3: Amendment to Future Land Use Map. The Director of Planning and Zoning is further authorized to make the necessary changes as required to the Future Land Use Map to reflect the above-stated change.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held

to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

[SIGNATURES ON THE FOLLOWING PAGE]

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Exhibit A
Legal Description

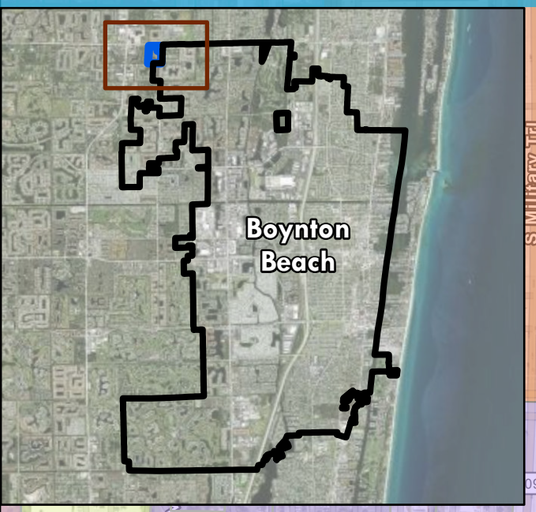
CODING: Words in ~~strike through~~ type are deletions from existing law;
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Exhibit B
Future Land Use Map

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Existing Future Land Use Map (MR-5)

CITY OF BOYNTON BEACH



EXISTING FLU: MR-5

Legend

- Site Location
- Current City's Boundary

PBC Future Land Use

- COMMERCIAL HIGH, WITH AN UNDERLYING MR-5
- COMMERCIAL LOW
- COMMERCIAL LOW, WITH AN UNDERLYING LR-3
- COMMERCIAL LOW, WITH AN UNDERLYING MR-5
- HIGH RESIDENTIAL, 8 UNITS PER ACRE
- INSTITUTIONAL
- LOW RESIDENTIAL, 3 UNITS PER ACRE
- MEDIUM RESIDENTIAL, 5 UNITS PER ACRE
- PARK

0 150 300 600 900 1,200 Feet

N

716

Future Land Use Map (LDR)

CITY OF BOYNTON BEACH

Boynton Beach

PROPOSED FLU: LDR

Legend

- Current City's Boundary
- Site Location - Dahlgren PUD

Future Land Use

- LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
- LOCAL RETAIL COMMERCIAL (LRC)

0 150 300 600 900 1,200 Feet

N

Exhibit A

Legal Description

Beginning at the intersection of the West Right-of-Way Line of Lawrence Road (per Order of Taking, recorded in Official Records Book 11768, Page 634 and Official Records Book 11788, Page 934, Palm Beach County Records, Florida) with the South Line of Lake Worth Drainage District L-18 Canal Right-of-Way (per Deed Book 118, Page 518 and Deed Book 899, Page 496, Palm Beach County Records, Florida); thence S.02˚ 02'58"W., along the West Right-of-Way Line of said Lawrence Road, a distance of 212.67 feet; thence S.89˚ 39'35"W., a distance of 303.43 feet; thence S.02˚ 22'12"W., a distance of 284.32 feet; thence N.89˚ 39'35"E., a distance of 305.03 feet; thence S.02˚ 02'58"W., along the West Right-of-Way Line of said Lawrence Road, a distance of 800.29 feet; thence S.89˚ 38'36"W., along the South Line of said Tracts 8 and 2, a distance of 986.24 feet; thence N.03˚ 01'08"E., along the East Plat Boundary Line of "Homes at Lawrence Plat No. 1", as recorded in Plat Book 49, Pages 183 through 185, Palm Beach County Records, a distance of 1298.88 feet; thence N.89˚ 40'36"E., along the South Line of said Lake Worth Drainage District L-18 Canal Right-of-Way, a distance of 964.23 feet to the Point of Beginning.

Said Lands contain 27.04 Acres, more or less

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR AN APPROXIMATELY 27.04 ACRE PARCEL OF REAL PROPERTY BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM PALM BEACH COUNTY'S MEDIUM RESIDENTIAL WITH A MAXIMUM DENSITY OF 5.0 DWELLING UNITS PER ACRE (MR-5) TO CITY OF BOYNTON BEACH'S LOW DENSITY RESIDENTIAL (LDR); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In association with the Palmyra Annexation, a property located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east and southern boundaries is required to rezone from Palm Beach County's Planned Unit Development (PUD) to City of Boynton Beach's Planned Unit Development (PUD). The site currently has a Palm Beach County Future Land Use designation of Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5). The proposed amendment is to change the Future Land Use Map to Low Density Residential (LDR), which would permit the existing uses at this location. There will be no change in use for the proposed application. The City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations, and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

10/ 7/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-029- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Palmyra annexation, amending Ordinance No. 02-013 to rezone an approximately 27.04 acre parcel of real property from Palm Beach County's Planned Unit Development (PUD) to City of Boynton Beach's Planned Unit Development (PUD); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-029, at Second reading.

Explanation of Request: The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east and southern boundaries. The site is currently zoned Palm Beach County's Planned Unit Development (PUD). While there is a concurrent application for annexation, a site is required to be rezoned to the City of Boynton Beach's zoning classification at the time of zoning. The request is for a rezone to Planned Unit Development (PUD) in association with the Palmyra Annexation and is consistent with the current uses of the site.

How will this affect city programs or services? See Palmyra Annexation for full analysis.

Account Line Item and Description: N/A

Fiscal Impact: See Palmyra Annexation for full analysis.

Attachments:

Ordinance_No._25-029_Palmyra_Annexation_-_Rezoning_PBC_PUD_to_CoBB_PUD.docx
Attachment 1 - Existing Zoning PUD
Attachment 2 - Proposed Zoning_PUD
Attachment 3 - Exhibit A - Legal Description.pdf
Business-impact-estimate_Agenda Item 3501-2025.docx

ORDINANCE NO. 25-029

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, IN ASSOCIATION WITH THE PALMYRA ANNEXATION, AMENDING ORDINANCE NO. 02-013 TO REZONE AN APPROXIMATELY 27.04 ACRE PARCEL OF REAL PROPERTY FROM PALM BEACH COUNTY'S PLANNED UNIT DEVELOPMENT (PUD) TO CITY OF BOYNTON BEACH'S PLANNED UNIT DEVELOPMENT (PUD); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted Ordinance No. 02-013, establishing an official zoning map of the City; and

WHEREAS, the existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east and southern boundaries (the "Property"), more particularly described in Exhibit "A".

WHEREAS, in association with the Palmyra annexation, the Property is required to rezone from Palm Beach County's Planned Unit Development (PUD) to City of Boynton Beach's Planned Unit Development (PUD); and

WHEREAS, the City Commission, sitting as the Local Planning Agency at a properly advertised hearing received testimony and evidence related to the application and found that the rezoning is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and,

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed rezoning is consistent with an amendment to the Future Land Use Map, which was contemporaneously considered and approved by the City Commission, complies with the City's Comprehensive Plan, and is consistent with Chapter 163, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the rezoning; and

WHEREAS, the City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map as further set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. The Property described in Exhibit A is hereby rezoned from Palm Beach County's Planned Unit Development (PUD) to City of Boynton Beach's Planned Unit Development (PUD), and the City's Official Zoning Map shall be amended accordingly.

Section 3: Amendment to Zoning Map. The Director of Planning and Zoning is further authorized to make the necessary changes, as depicted in Exhibit B, as required to the City's Official Zoning Map to reflect the above-stated changes.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

Signatures on following page

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

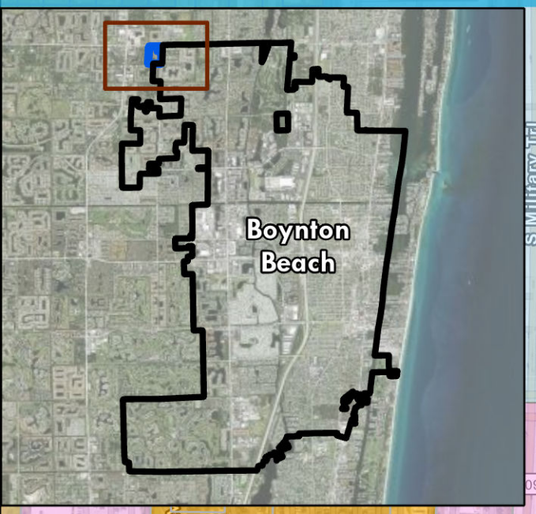
CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Exhibit B
Amended Zoning Map

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Existing Zoning Map (PUD)

CITY OF BOYNTON BEACH



EXISTING ZONING: PUD

Legend

- Site Location
- Current City's Boundary

PBC Zoning

Zoning Classification

- AGRICULTURAL RESIDENTIAL DISTRICT
- COMMUNITY COMMERCIAL DISTRICT
- GENERAL COMMERCIAL DISTRICT
- MULTI-FAMILY RESIDENTIAL (MEDIUM DENSITY) DISTRICT
- MULTIPLE USE PLANNED DEVELOPMENT DISTRICT
- PUBLIC OWNERSHIP DISTRICT
- RESIDENTIAL PLANNED UNIT DEVELOPMENT DISTRICT
- RESIDENTIAL TRANSITIONAL SUBURBAN DISTRICT
- SINGLE FAMILY RESIDENTIAL DISTRICT

0 150 300 600 900 1,200 Feet

N

Zoning Map (PUD)

CITY OF BOYNTON BEACH

Boynton Beach

PROPOSED ZONING: PUD

Arthurium Ave
Spider Lily Ln
Coontie Ct
Sea Daisy Dr
Lawrence Rd
Santaluces Community High Schl-Adult Ed
Palomino Dr
Artesian Dr
Sapphire Rd
Amberjack Rd
Navigator Creek
Hypoluxo Rd
Gross Trl
Glenwood Dr
Crossing Ln
Woodhill Pl
Chesapeake Cir
71st Ave S
Jonathans Way
Stratton Ln
Hudson Ln
Aspen Leaf Dr
Nautica Sound Blvd
Newport Ave
Springfield Blvd
Willow Springs Cir
Manor Forest Blvd
S Military Trl
The Reef
809
730

Legend

- Site Location
- Current City's Boundary

Zoning Classification

- C3 Community Commercial
- PUD Planned Unit Development
- R1 Single Family, 7.5 du/ac
- R1A Single Family, 6 du/ac
- R1AAB

0 150 300 600 900 1,200 Feet

N

Exhibit A

Legal Description

Beginning at the intersection of the West Right-of-Way Line of Lawrence Road (per Order of Taking, recorded in Official Records Book 11768, Page 634 and Official Records Book 11788, Page 934, Palm Beach County Records, Florida) with the South Line of Lake Worth Drainage District L-18 Canal Right-of-Way (per Deed Book 118, Page 518 and Deed Book 899, Page 496, Palm Beach County Records, Florida); thence S.02˚ 02'58"W., along the West Right-of-Way Line of said Lawrence Road, a distance of 212.67 feet; thence S.89˚ 39'35"W., a distance of 303.43 feet; thence S.02˚ 22'12"W., a distance of 284.32 feet; thence N.89˚ 39'35"E., a distance of 305.03 feet; thence S.02˚ 02'58"W., along the West Right-of-Way Line of said Lawrence Road, a distance of 800.29 feet; thence S.89˚ 38'36"W., along the South Line of said Tracts 8 and 2, a distance of 986.24 feet; thence N.03˚ 01'08"E., along the East Plat Boundary Line of "Homes at Lawrence Plat No. 1", as recorded in Plat Book 49, Pages 183 through 185, Palm Beach County Records, a distance of 1298.88 feet; thence N.89˚ 40'36"E., along the South Line of said Lake Worth Drainage District L-18 Canal Right-of-Way, a distance of 964.23 feet to the Point of Beginning.

Said Lands contain 27.04 Acres, more or less

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, IN ASSOCIATION WITH THE PALMYRA ANNEXATION, AMENDING ORDINANCE NO. 02-013 TO REZONE AN APPROXIMATELY 27.04 ACRE PARCEL OF REAL PROPERTY FROM PALM BEACH COUNTY'S PLANNED UNIT DEVELOPMENT (PUD) TO CITY OF BOYNTON BEACH'S PLANNED UNIT DEVELOPMENT (PUD); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:

[1] See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In association with the Palmyra Annexation, a property located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east and southern boundaries is required to rezone from Palm Beach County's Planned Unit Development (PUD) to City of Boynton Beach's Planned Unit Development District (PUD). The City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map as further set forth herein.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
10/ 7/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-030- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for an approximately 0.93 acre parcel of real property by changing the future land use classification from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Low Density Residential (LDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-030, at second reading.

Explanation of Request: The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east and southern boundaries. The site currently has a Palm Beach County Future Land Use designation of Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) and is zoned Agriculture Residential (AR). The application submitted is an application to voluntarily annex the property into the City of Boynton Beach and change the Future Land Use Map to Low Density Residential (LDR), which would permit the existing uses at this location. There will be no change in use for the proposed application.

How will this affect city programs or services? See Palmyra Annexation for full analysis.

Account Line Item and Description: N/A

Fiscal Impact: See Palmyra Annexation for full analysis.

Attachments:
Ord. 25-030 Palmyra_Annexation_-_Future_Land_Use_Map_Amendment_Ordinance_-_PBC_MR-5_to_CoBB_LDR (1).pdf
Attachment 1 - Existing FLUM_AR
Attachment 2 - Proposed FLUM_AR
Attachment 3 - Exhibit A - Legal Description.pdf
Business-impact-estimate_Agenda Item 3500-2025.docx

ORDINANCE NO. 25-030

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR AN APPROXIMATELY 0.93 ACRE PARCEL OF REAL PROPERTY BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM PALM BEACH COUNTY'S MEDIUM RESIDENTIAL WITH A MAXIMUM DENSITY OF 5.0 DWELLING UNITS PER ACRE (MR-5) TO CITY OF BOYNTON BEACH'S LOW DENSITY RESIDENTIAL (LDR); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted a Comprehensive Future Land Use Plan inclusive of a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east and southern boundaries (the "Property"), more particularly described in Exhibit "A"; and

WHEREAS, the permitted uses within the Future Land Use Map category are compatible with the surrounding and existing land uses; and

WHEREAS, the Property owner has also applied to rezone the property from Palm Beach County's Agricultural Residential (AR) to City of Boynton Beach's Single-Family Residential (R-1-AAB); and

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

WHEREAS, the procedure for amendment of a Future Land Use Element of a Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

WHEREAS, after public hearings, the City Commission, acting in its dual capacity as the Local Planning Agency and City Commission, finds that the Future Land Use Map amendment is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

WHEREAS, a published legal notice of this Ordinance has been provided pursuant to the requirements of section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed amendment complies with the City's Comprehensive Plan and is consistent with section 163.3184, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the Future Land Use Map amendment; and

WHEREAS, the City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan as hereinafter provided.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. Ordinance No. 89-38 of the City is hereby amended to reflect the following: The City's Future Land Use Map is hereby amended from Palm Beach County's Future Land Use Designation of Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Future Land Use Designation of Low Density Residential (LDR) for a ± 0.93 acre parcel, as depicted in Exhibit "B."

Section 3: Amendment to Future Land Use Map. The Director of Planning and Zoning is further authorized to make the necessary changes as required to the Future Land Use Map to reflect the above-stated change.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining

sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

[SIGNATURES ON THE FOLLOWING PAGE]

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

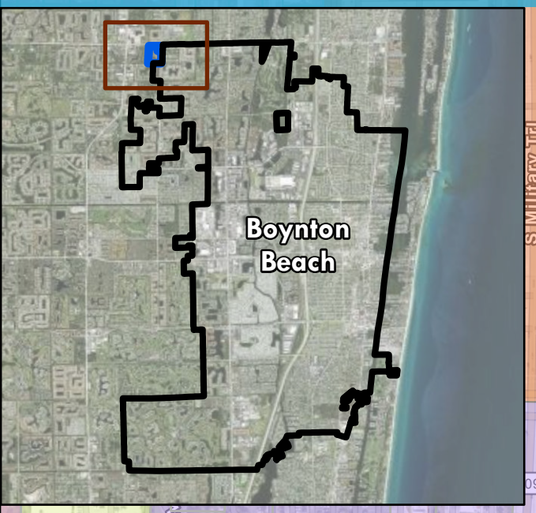
ORDINANCE NO. 25-030

Exhibit B
Future Land Use Map

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Existing Future Land Use Map (MR-5)

CITY OF BOYNTON BEACH



EXISTING FLU: MR-5

Legend

- Site Location
- Current City's Boundary

Layer

PBC Future Land Use

- COMMERCIAL HIGH, WITH AN UNDERLYING MR-5
- COMMERCIAL LOW
- COMMERCIAL LOW, WITH AN UNDERLYING LR-3
- COMMERCIAL LOW, WITH AN UNDERLYING MR-5
- HIGH RESIDENTIAL, 8 UNITS PER ACRE
- INSTITUTIONAL
- LOW RESIDENTIAL, 3 UNITS PER ACRE
- MEDIUM RESIDENTIAL, 5 UNITS PER ACRE
- PARK

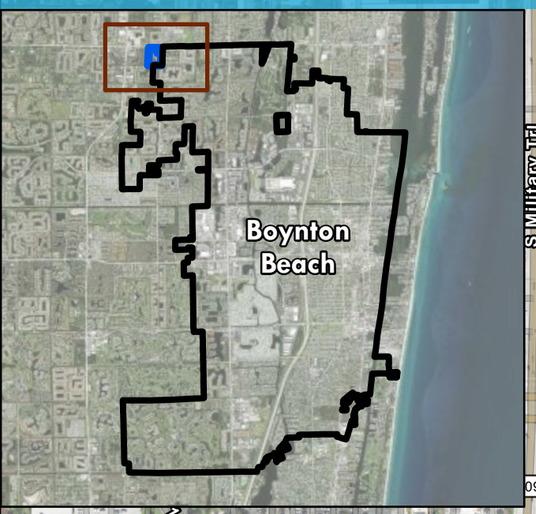
0 150 300 600 900 1,200 Feet

N

744

Future Land Use Map (LDR)

CITY OF BOYNTON BEACH



PROPOSED FLU: LDR

Legend

- Site Location
- Current City's Boundary
- Site Location - Dahlgren PUD

Future Land Use

- LOW DENSITY RESIDENTIAL (LDR); 7.5 D.U./Acre
- LOCAL RETAIL COMMERCIAL (LRC)

0 150 300 600 900 1,200 Feet

N

745

Exhibit A

Legal Description

The North 132 feet of South 264 feet of the East half of Lot 1, in subdivision of the Northeast Quarter of Section 17, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, Recorded in Plat Book 9, Page 74.

Said Land contain 0.93 Acres, more or less

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR AN APPROXIMATELY 0.93 ACRE PARCEL OF REAL PROPERTY BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM PALM BEACH COUNTY'S MEDIUM RESIDENTIAL WITH A MAXIMUM DENSITY OF 5.0 DWELLING UNITS PER ACRE (MR-5) TO CITY OF BOYNTON BEACH'S LOW DENSITY RESIDENTIAL (LDR); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In association with the Palmyra Annexation, a property located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east and southern boundaries is required to rezone from Palm Beach County's Agricultural Residential (AR) to City of Boynton Beach's Single-Family Residential District (R-1-AAB). The site currently has a Palm Beach County Future Land Use designation of Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) and is zoned Agriculture Residential (AR). The proposed amendment is to change the Future Land Use Map to Low Density Residential (LDR), which would permit the existing uses at this location. There will be no change in use for the proposed application. The City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations, and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

   (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-031- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Palmyra annexation, amending Ordinance No. 02-013 to rezone an approximately 0.93 acre parcel of real property from Palm Beach County's Agricultural Residential (AR) to City of Boynton Beach's Single Family Residential District (R-1-AAB); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-031, at second reading.

Explanation of Request: The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east and southern boundaries. The site is currently zoned Palm Beach County's Agriculture Residential (AR). While there is a concurrent application for annexation, a site is required to be rezoned to the City of Boynton Beach's zoning classification at the time of zoning. The request is for a rezone to Single-Family Residential District (R-1-AAB) in association with the Palmyra Annexation and is consistent with the current uses of the site.

How will this affect city programs or services? See Palmyra Annexation for full analysis.

Account Line Item and Description: N/A

Fiscal Impact: See Palmyra Annexation for full analysis.

Attachments:
Ord. 25-031 Palmyra_Annexation_-_Rezoning_AR_to_R-1-AAB__1_ (1).docx
Attachment 1 - Existing Zoning AR
Attachment 2 - Proposed Zoning_R-1-AAB
Attachment 3 - Exhibit A - Legal Description
business-impact-estimate_Agenda Item 3503-2025.docx

ORDINANCE NO. 25-031

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, IN ASSOCIATION WITH THE PALMYRA ANNEXATION, AMENDING ORDINANCE NO. 02-013 TO REZONE AN APPROXIMATELY 0.93 ACRE PARCEL OF REAL PROPERTY FROM PALM BEACH COUNTY'S AGRICULTURAL RESIDENTIAL (AR) TO CITY OF BOYNTON BEACH'S SINGLE FAMILY RESIDENTIAL DISTRICT (R-1-AAB); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted Ordinance No. 02-013, establishing an official zoning map of the City; and

WHEREAS, the existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east and southern boundaries (the "Property"), more particularly described in Exhibit "A".

WHEREAS, in association with the Palmyra annexation, the Property is required to rezone from Palm Beach County's Agricultural Residential (AR) to City of Boynton Beach's Single-Family Residential (R-1-AAB); and

WHEREAS, the City Commission, sitting as the Local Planning Agency at a properly advertised hearing, received testimony and evidence related to the application and found that the rezoning is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

WHEREAS, a published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed rezoning is consistent with an amendment to the Future Land Use Map, which was contemporaneously considered and approved by the City Commission, complies with the City's Comprehensive Plan, and is consistent with Chapter 163, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the rezoning; and

WHEREAS, the City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map as further set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. The Property described in Exhibit A is hereby rezoned from Palm Beach County's Agricultural Residential (AR) to City of Boynton Beach's Single-Family Residential (R-1-AAB), and the City's Official Zoning Map shall be amended accordingly.

Section 3: Amendment to Zoning Map. The Director of Planning and Zoning is further authorized to make the necessary changes, as depicted in Exhibit B, as required to the City's Official Zoning Map to reflect the above-stated changes.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

[SIGNATURES ON FOLLOWING PAGE]

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

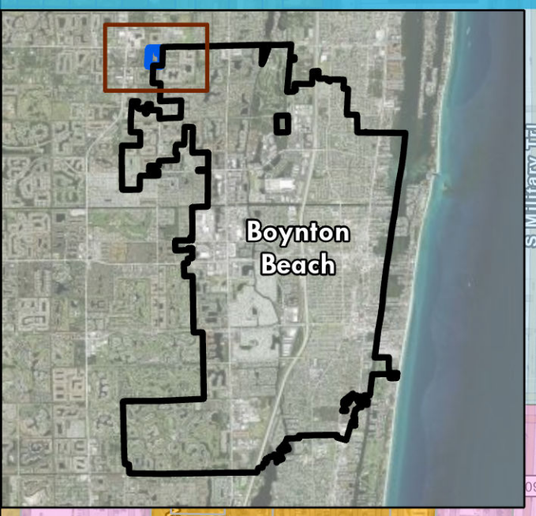
CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Exhibit B
Amended Zoning Map

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Existing Zoning Map (Agricultural Residential)

CITY OF BOYNTON BEACH



EXISTING ZONING: Agricultural Residential

Legend

- Site Location
- Current City's Boundary

PBC Zoning

Zoning Classification

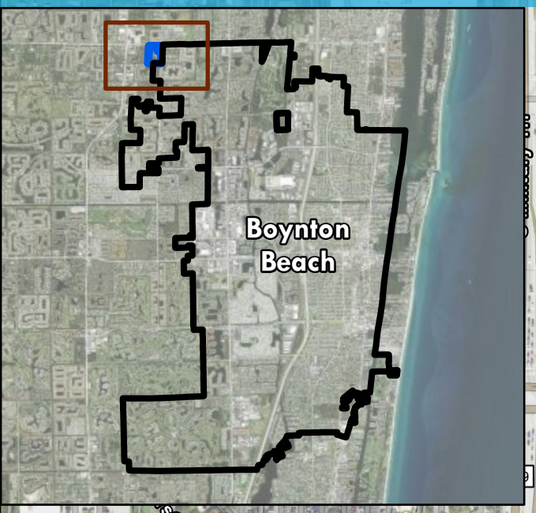
- AGRICULTURAL RESIDENTIAL DISTRICT
- COMMUNITY COMMERCIAL DISTRICT
- GENERAL COMMERCIAL DISTRICT
- MULTI-FAMILY RESIDENTIAL (MEDIUM DENSITY) DISTRICT
- MULTIPLE USE PLANNED DEVELOPMENT DISTRICT
- PUBLIC OWNERSHIP DISTRICT
- RESIDENTIAL PLANNED UNIT DEVELOPMENT DISTRICT
- RESIDENTIAL TRANSITIONAL SUBURBAN DISTRICT
- SINGLE FAMILY RESIDENTIAL DISTRICT

0 150 300 600 900 1,200 Feet

N

Zoning Map (R1AAB)

CITY OF BOYNTON BEACH



PROPOSED ZONING: R1AAB

Legend

- Site Location
- Current City's Boundary

Zoning Classification

- C3 Community Commercial
- PUD Planned Unit Development
- R1 Single Family, 7.5 du/ac
- R1A Single Family, 6 du/ac
- R1AAB

0 150 300 600 900 1,200 Feet

N

758

Exhibit A

Legal Description

The North 132 feet of South 264 feet of the East half of Lot 1, in subdivision of the Northeast Quarter of Section 17, Township 45 South, Range 42 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, Recorded in Plat Book 9, Page 74.

Said Land contain 0.93 Acres, more or less

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, IN ASSOCIATION WITH THE PALMYRA ANNEXATION, AMENDING ORDINANCE NO. 02-013 TO REZONE AN APPROXIMATELY 0.93 ACRE PARCEL OF REAL PROPERTY FROM PALM BEACH COUNT'S AGRICULTURAL RESIDENTIAL TO CITY OF BOYNTON BEACH'S SINGLE FAMILY RESIDENTIAL DISTRICT (R-1-AAB); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:

[1] See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In association with the Palmyra Annexation, a property located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the east and southern boundaries is required to rezone from Palm Beach County's Agricultural Residential (AR) to City of Boynton Beach's Single-Family Residential District (R-1-AAB). The City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map as further set forth herein.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

10/ 7/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-022- First Reading, An Ordinance of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 0.36 Acres of Unincorporated Territory Located at 3604 Boynton Beach Boulevard, into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-022, at first reading.

Explanation of Request:

The subject area is located in unincorporated Palm Beach County and is contiguous to the City of Boynton Beach on the eastern boundary. The site is currently ahs a Palm Beach County Future Land Use designation of CH/8 and is zoned Palm Beach County CHO. The parcel is currently developed with an existing 1,250 square foot structure with ancillary site improvements. The applicant has submitted an application to voluntarily annex the property into the City of Boynton Beach and change the future land use and zoning to LRC and C-3, respectively, which would permit a Medical Marijuana Treatment Center at this location.

An application for a voluntary annexation is required to be accompanied by a Future Land Use Map Amendment and Rezone. As such, the application is requesting a C-3 zoning designation. However, in order to rezone, the site must meet the requirements of the zoning district requested. As the site is already developed, the current location of the structure is 9.1 feet from the rear property line, while the C-3 zoning districts requires a minimum of 20 feet. The applicant is requesting a Variance for the rear yard setback of 9.1 feet where 20 feet is required.

Review of the proposed annexation by staff finds the application meets the statutory

conditions: the parcel is contiguous to the City boundary and “reasonably compact” in that it does not create enclaves or pockets. Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 21, 2025 staff sent a preliminary notification of the proposed annexation to the Palm Beach County Administrator and Planning Director and on September 12, 2025 notification of the Public Hearing was sent via certified mail. Comments will be provided to City Commission once received.

How will this affect city programs or services? If approved the City would be responsible for all services including but not limited to Police, Fire, and Solid Waste. All applicable departments have reviewed this application and currently have the necessary resources to service this area.

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ordinance No. 25-022 Annexation- Curaleaf Florida, LLC
Attachment 1 - Ownership Consent Form
Attachment 2 - Petition for Annexation
Attachment 3 - Contiguity Map - Curaleaf Florida LLC Annexation
Attachment 4 - Location Map - Curaleaf Florida LLC Annexation
Attachment 5 - Project Statement - Curaleaf Florida LLC Annexation
Attachment 6 - Exhibit A - Curaleaf Florida LLC Annexation - Legal Description and Survey
Attachment 7 - Existing and Proposed Future Land Use Map
Attachment 8 - Existing and Proposed Zoning Map.pdf
Attachment 9 - Rear Setback Variance Request
Attachment 10 - SITE PLAN - Variance Request
Staff Report - Curaleaf Florida, LLC

ORDINANCE NO. 25-022

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 0.36 ACRES OF UNINCORPORATED TERRITORY LOCATED AT 3604 BOYNTON BEACH BOULEVARD, INTO THE CORPORATE LIMITS OF THE CITY PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR THE ANNEXATION OF THE PROPERTY DESCRIBED HEREIN; PROVIDING PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION; DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF PALM BEACH COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach, Florida (the "City") is a municipal corporation organized and existing under the laws of the State of Florida; and

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Commission to annex real property into the corporate boundaries of the City; and

WHEREAS, Sections 171.011 through 171.094, Florida Statutes, as amended, the Municipal Annexation or Contraction Act, empowers the City Commission to annex real property into the corporate boundaries of the City, pursuant to a petition voluntarily filed by the owner of certain real property; and

WHEREAS, the property located at 3604 Boynton Beach Boulevard, as further described and depicted in **Exhibit A** attached hereto and incorporated herein by reference (the "Property") is currently located in unincorporated Palm Beach County, Florida; and

WHEREAS, the Property is contiguous to the existing corporate limits of the City as depicted in **Exhibit B** attached hereto and required by Section 171.044, Florida Statutes; and

WHEREAS, the Property Owner has executed a Petition for Voluntary Annexation and an Owner's Consent Form with the City, which expressly consents to voluntary annexation upon satisfaction of all statutory requirements; and

WHEREAS, the City has furnished the Board of County Commissioners of Palm Beach County a copy of the published notice of annexation by certified mail no sooner than ten (10)

days before said publication, and said action is hereby ratified and confirmed by the City Commission; and

WHEREAS, all conditions precedent for annexation have been satisfied, including:

1. The Property is contiguous to the existing municipal boundaries;

2. The Property Owner has consented to annexation through the Owner's Consent Form and a Petition for Voluntary Annexation;

3. All notice requirements of Section 171.044, Florida Statutes, have been satisfied;

4. The required public hearings were held on October 7 and 21, 2025, with proper notice given; and

5. The annexation is consistent with the City's Comprehensive Plan; and

WHEREAS, all other procedural and notice requirements mandated by State law and the City's Charter and Code of Ordinances have been followed and satisfied; and,

WHEREAS, the City has performed a business impact estimate pursuant to §166.041(4)(c), Florida Statutes, and determined that adoption of this ordinance:

(1) serves a public purpose by serving the public health, safety, morals, and welfare of the City,

(2) has no direct negative economic impact on private, for-profit businesses in the city,

(3) will not result in direct compliance costs for businesses,

(4) does not impose any new charge or fee on businesses for which businesses will be financially responsible,

(5) does not create any additional municipal regulatory cost that is not recovered appropriately and lawfully by the City; and

WHEREAS, the City Commission finds that annexation of the Property serves the public interest by promoting orderly municipal growth, extending municipal services, and incorporating areas already receiving City water service into the municipal tax base; and

WHEREAS, the City Commission finds that the Property Owner has requested and is receiving water service from the City, demonstrating the reasonableness and necessity of annexation; and

WHEREAS, Section 171.044, Florida Statutes, authorizes municipal annexation of contiguous unincorporated territory under the circumstances present herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2. FINDINGS

The City Commission hereby finds and determines that:

A. All of the recitals set forth above are true and correct and are hereby incorporated by reference.

B. The Property described and depicted in **Exhibit A** is contiguous to the existing corporate limits of the City.

C. The Property Owner has consented to annexation through the executed Petition for Voluntary Annexation and Owner's Consent Form.

D. All statutory requirements for voluntary annexation under Section 171.044, Florida Statutes, have been satisfied.

E. Proper notice of the public hearing was given as required by law.

F. The annexation will not result in the creation of an enclave of unincorporated territory.

G. The annexation serves the public interest and promotes orderly municipal development.

Section 3. ANNEXATION

The real property described in **Exhibit A** attached hereto and incorporated herein by reference is hereby annexed into the corporate limits of the City of Boynton Beach, Florida, and shall become a part of the City for all purposes, effective upon the date this ordinance becomes effective.

Section 4. BOUNDARIES

Upon the effective date of this ordinance, the City's corporate limits shall be extended to include the Property described in **Exhibit A.** The City Clerk and Director of Planning and Development are hereby authorized and directed to:

A. Prepare an amended corporate limits map showing the annexation of the Property;

B. File appropriate documentation with the Florida Department of Revenue pursuant to Section 171.07, Florida Statutes;

C. Within 7 days after adoption of this Ordinance, file a certified copy of this Ordinance with the Palm Beach County Administrator, Palm Beach County Supervisor of Elections, Tax Collector, Property Appraiser, Department of State, Clerk of Court, and other appropriate officials of the annexation;

D. Within 7 days after adoption of this Ordinance, record this ordinance in the public records of Palm Beach County, Florida; and

E. Take all other actions necessary to effectuate the annexation.

Section 5. MUNICIPAL SERVICES

Upon the effective date of this ordinance:

A. The Property shall be entitled to receive all municipal services provided by the City to similarly situated properties within the City;

B. The Property shall be subject to all City ordinances, regulations, and requirements applicable to properties within the City;

C. The Property shall be subject to City ad valorem taxation beginning with the next tax year following annexation; and

D. All City development regulations, building codes, and land use requirements shall apply to the Property.

Section 6. POWER OF ATTORNEY AUTHORIZATION

The City Manager and City Clerk are hereby authorized to execute, on behalf of the City any additional documents that may be required to complete the annexation process, including, but is not limited to, execution of boundary survey certifications; execution of any state-

required annexation forms; execution of documents required by the Florida Department of Revenue; and any other documents reasonably necessary to effectuate the annexation.

Section 7. COMPLIANCE WITH STATE LAW

This annexation is adopted in full compliance with Section 171.044, Florida Statutes, and all other applicable state laws and constitutional requirements. The City Commission hereby certifies that: proper notice was given as required by Section 171.044(2), Florida Statutes; two public hearings were conducted as required by Section 171.044, Florida Statutes; the Property is reasonably compact and contiguous to the City; the Property Owner has consented to the annexation; and the annexation serves a municipal purpose.

Section 8. BUSINESS IMPACT ESTIMATE

Pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate for certain proposed ordinances. This proposed ordinance voluntarily annexes land into the City of Boynton Beach. The voluntary annexation of land into the City (1) serves a public purpose by serving the public health, safety, morals, and welfare of the City, (2) has no direct negative economic impact on private, for-profit businesses in the city, (3) will not result in direct compliance costs by businesses, (4) does not impose any new charge or fee or businesses for which businesses will be financially responsible, and (5) does not create any additional municipal regulatory cost which is not recovered appropriately and lawfully by the City. Thus, it is estimated that neither residents nor any businesses will incur additional costs. The City does not seek to impose any additional user or regulatory fees or charges, nor are any direct compliance costs expected. The Business Impact Estimate form for this ordinance is on file with the City Clerk.

Section 9. CODIFICATION

That Section 6 of the Charter of the City of Boynton Beach, Florida, is hereby amended to reflect the annexation of land more particularly described **in Exhibit A**.

Section 10. CONFLICTS AND SEVERABILITY

If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid

part or application shall be considered as eliminated and so not affect the validity of the remaining portions or applications remaining in full force and effect.

Section 11. **EFFECTIVE DATE**

This Ordinance shall become effective immediately upon passage.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

FIRST READING this ____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this ____day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", THENCE NORTH 00°06'51" WEST, 155.80 FEET; THENCE NORTH 88°11'06" EAST, 100.00 FEET; THENCE SOUTH 00°09'20" EAST, 155.97 FEET; THENCE SOUTH 88°17'04" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

A/C	= AIR CONDITIONER	FCC	= FOUND CROSS CUT	POE	= PRIVATE DRAINAGE EASEMENT		
AE	= ACCESS EASEMENT	FF	= FINISHED FLOOR	PVE	= POOL EQUIPMENT		
BFP	= BACKFLOW PREVENTER	FND	= FOUND	PG	= PAGE		
BSL	= BUILDING SETBACK LINE	GV	= GATE VALVE	PI	= POINT OF INTERSECTION		
BWF	= BARBED WIRE FENCE	HWF	= HOG WIRE FENCE	PID	= PARCEL IDENTIFICATION NUMBER		
(C)	= CALCULATED	INST	= INSTRUMENT NUMBER	PK	= PARKER KALON NAIL		
Δ	= CENTRAL ANGLE	L	= ARC LENGTH	PPL	= PROPERTY LINE		
CB	= CHORD BEARING	LB	= LICENSED BUSINESS	POB	= POINT OF BEGINNING		
CH	= CHORD LENGTH	LE	= LANDSCAPE EASEMENT	POC	= POINT OF COMMENCEMENT		
℄	= CENTER LINE	LME	= LAKE MAINTENANCE EASEMENT	PRC	= POINT OF REVERSE CURVATURE		
CLF	= CHAIN LINK FENCE	LS	= LICENSED SURVEYOR	PRM	= PERMANENT REFERENCE MONUMENT		
CME	= CANAL MAINTENANCE EASEMENT	(M)	= MEASURED	PSM	= PROFESSIONAL SURVEYOR & MAPPER		
CNA	= CORNER NOT ACCESSIBLE	MB	= MAP BOOK	PT	= POINT OF TANGENCY		
CONC	= CONCRETE	ME	= MAINTENANCE EASEMENT	PUE	= PUBLIC UTILITY EASEMENT		
COV	= COVERED	MHWL	= MEAN HIGH WATER LINE	PVF	= PLASTIC VINYL FENCE		
CS	= CONCRETE SLAB	MN	= MAG NAIL	PVUE	= PRIVATE UTILITY EASEMENT		
(D)	= DEED	MW	= MONITOR WELL	RP	= RADIAL POINT		
DB	= DEED BOOK	N&D	= NAIL AND DISK	R	= RADIUS		
DE	= DRAINAGE EASEMENT	ORB	= OFFICIAL RECORDS BOOK	RB	= REAL ESTATE NUMBER		
DUE	= DRAINAGE/UTILITY EASEMENT	(P)	= PLAT	RSR	= RISER		
ELEV	= ELEVATION	PB	= PLAT BOOK	R/W	= RIGHT OF WAY		
EM	= ELECTRIC METER	PC	= POINT OF CURVATURE	SV	= SEWER VALVE		
EOW	= EDGE OF WATER	PCC	= POINT OF COMPOUND CURVATURE	UE	= UTILITY EASEMENT		
E/P	= EDGE OF PAVEMENT	PCP	= PERMENANT CONTROL POINT	WF	= WOOD FENCE		

= CATCH BASIN · = FIRE HYDRANT · W = WATER METER
= MANHOLE · = LIGHT POLE · T = TELEPHONE BOX
S = SANITARY MANHOLE · = WATER VALVE · C = CABLE TV BOX
= POWER POLE · = HANDICAP PARKING · E = ELECTRIC BOX

WOOD · BRICK/PAVER/TILE · ASPHALT · CONCRETE

=BOUNDARY LINE
=BUILDING LINE
=EASEMENT LINE
=CENTERLINE
R/W =RIGHT-OF-WAY LINE
DW DW =OVERHEAD UTILITY LINE
=ADJACENT PARCELS
X =CHAIN LINK FENCE
=WOOD FENCE
=PLASTIC FENCE

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS REQUIRED PER AGREEMENT. ANY DOCUMENTS PROVIDED WITH THE TITLE COMMITMENT WILL BE REVIEWED.
2. UNLESS SPECIFICALLY SHOWN, THIS SURVEY DOES NOT LOCATE OVERHANGS, UNDERGROUND UTILITIES, IMPROVEMENTS, FOUNDATIONS, FOOTERS, OR OTHER SUBSURFACE STRUCTURES.
3. BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD, AS BEING, S 88°10'11" W, PER PLAT, ASSUMED.
4. THIS SURVEY IS PROVIDED SOLELY FOR THE PURPOSE OF FINANCING AND/OR SALE TRANSACTIONS. IT SHALL NOT BE USED FOR ANY CONSTRUCTION, PERMITTING, DESIGN, OR OTHER PURPOSES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING LAND SURVEYOR. ANY UNAUTHORIZED USE OF THIS SURVEY IS STRICTLY PROHIBITED, AND THE SURVEYOR DISCLAIMS ALL LIABILITY FOR SUCH USE.
5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. ANY INFORMATION SHOWN ON THE SURVEY IS BASED SOLELY ON DATA PROVIDED BY THE CLIENT AND MAY NOT BE COMPLETE.
6. FENCE OWNERSHIP HAS NOT BEEN DETERMINED. THE SURVEYOR IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OR MODIFICATION OF ANY FENCES.
7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.
8. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO THE NAMED PARTIES. CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED THIRD PARTIES AND ARE NOT TRANSFERABLE.
9. UNLESS OTHERWISE NOTED, THIS IS A BOUNDARY SURVEY. AREA SIZES AND MEASUREMENTS SHOWN ARE BASED ON PLATTED BOUNDARY LINES UNLESS OTHERWISE STATED.
10. WALL TIES ARE TO THE FACE OF THE WALL AND SHALL NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
11. PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD PERSONALLY LIABLE FOR NEGLIGENCE.
12. THIS SURVEY DOES NOT CONSTITUTE PROOF OF OWNERSHIP. IT DOES NOT GUARANTEE OR WARRANT OWNERSHIP IN ANY FORM. THE SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING FROM DISPUTES OVER OWNERSHIP OF THE LANDS SHOWN AND DESCRIBED HEREON.
13. THIS SURVEY SHALL NOT BE ALTERED. ANY MODIFICATIONS TO THE ORIGINAL DOCUMENT ARE MADE AT THE RISK OF THE PARTY MAKING SUCH CHANGES. THE SURVEYOR AND COMPANY DISCLAIM ANY LIABILITY FOR ALTERATIONS NOT MADE BY THEM.

CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X (BFE N/A), PER F.I.R.M. MAP NUMBER 12099C0788G, DATED 12/20/24.
THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

CERTIFIED BY: JON SHOEMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 479578, LAKE MONROE, FL. 32747
407.951.3425 (OFFICE); 407.520.5453 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

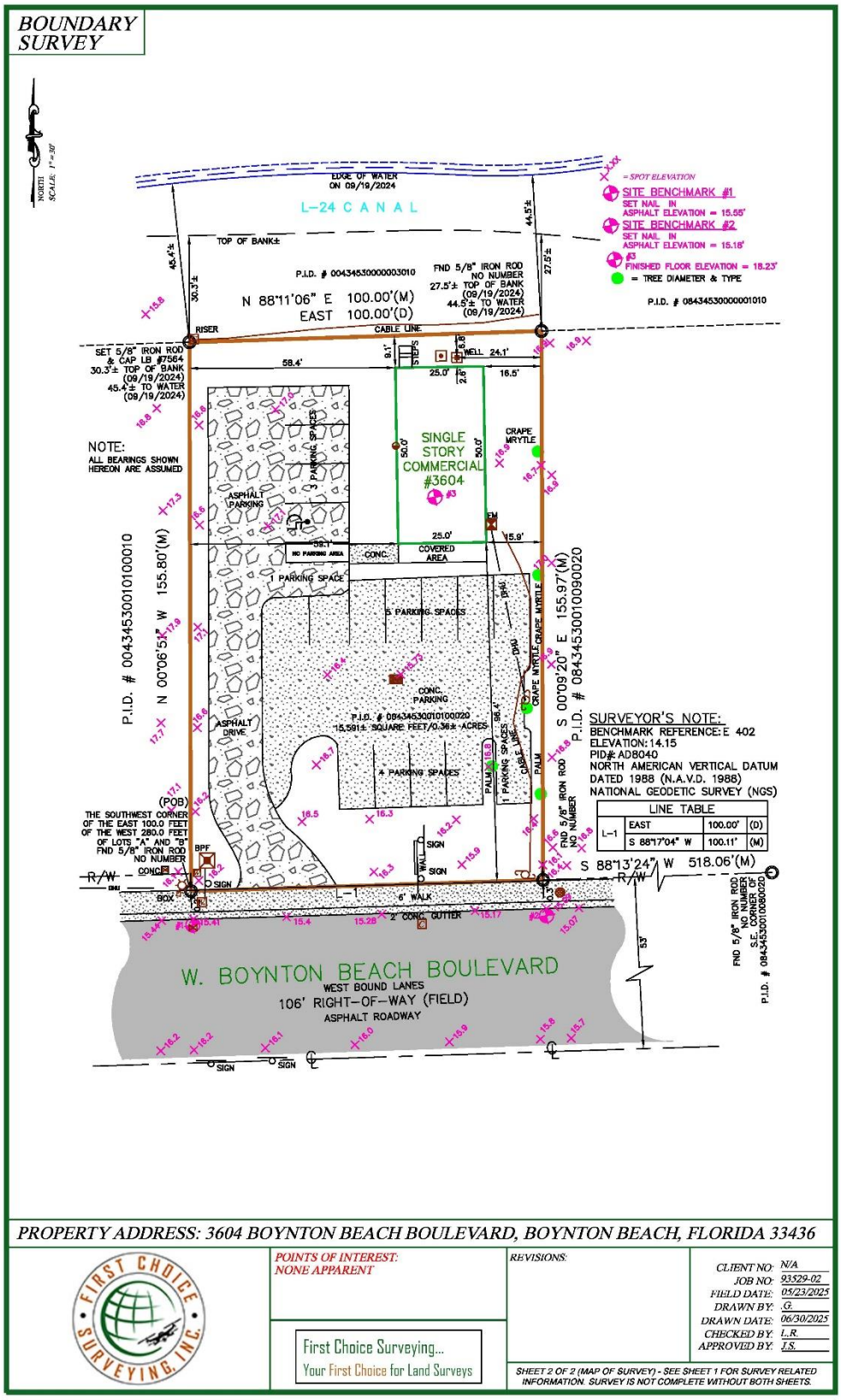
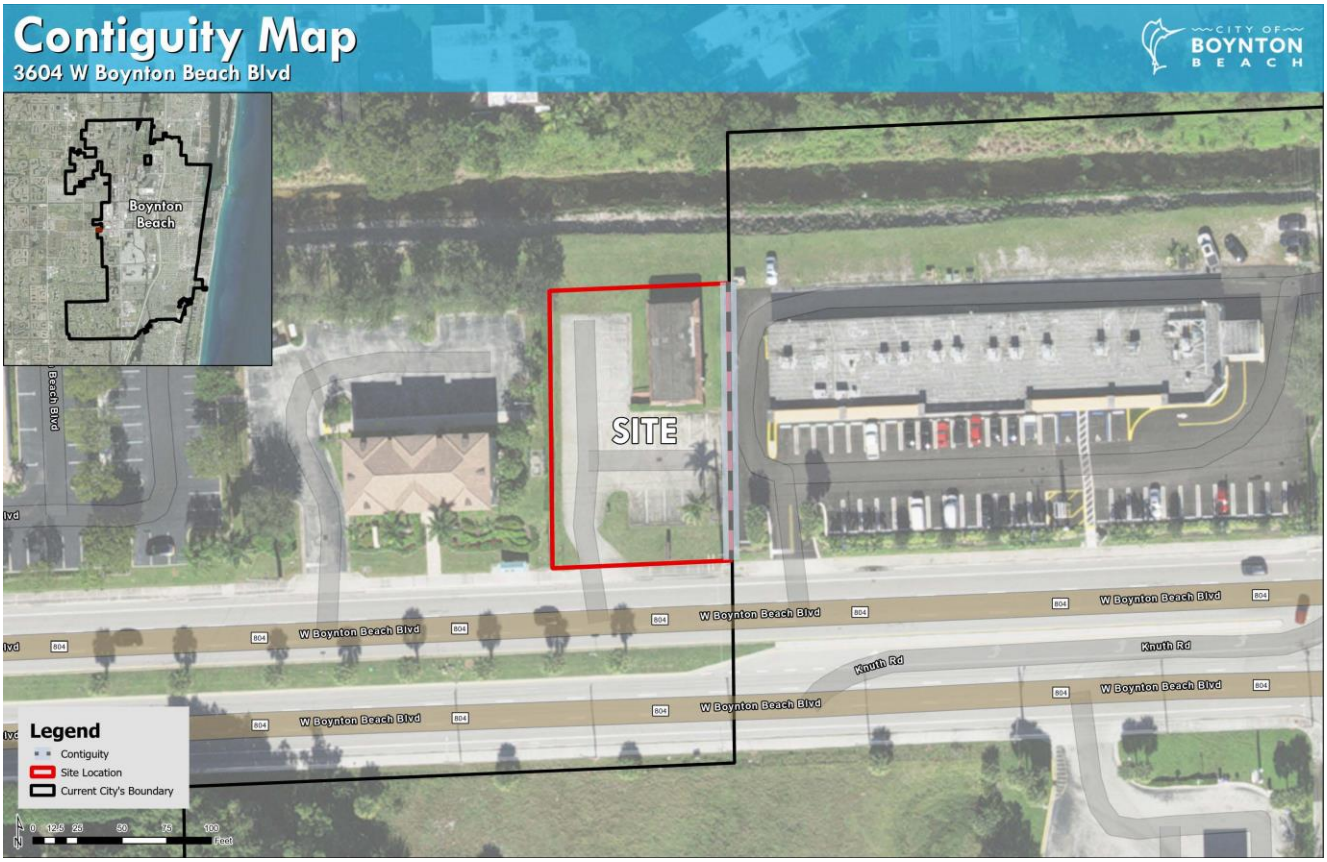

BOUNDARY SURVEY
NORTH
SCALE: 1"=30'
EDGE OF WATER ON 09/19/2024
L-24 CANAL
TOP OF BANK±
45.4'±
30.3'±
44.5'±
27.5'±
P.I.D. # 00434530000003010
N 88°11'06" E 100.00'(M)
EAST 100.00'(D)
FND 5/8" IRON ROD NO NUMBER
27.5'± TOP OF BANK (09/19/2024)
44.5'± TO WATER (09/19/2024)
P.I.D. # 08434530000001010
= SPOT ELEVATION
SITE BENCHMARK #1
SET NAIL IN ASPHALT ELEVATION = 15.55'
SITE BENCHMARK #2
SET NAIL IN ASPHALT ELEVATION = 15.18'
#3 FINISHED FLOOR ELEVATION = 18.23'
= TREE DIAMETER & TYPE
RISER
CABLE LINE
SET 5/8" IRON ROD & CAP LB #7564
30.3'± TOP OF BANK (09/19/2024)
45.4'± TO WATER (09/19/2024)
58.4'
STEPS
WELL 24.1'
25.0'
2.6'
16.5'
NOTE:
ALL BEARINGS SHOWN HEREON ARE ASSUMED
3 PARKING SPACES
SINGLE STORY COMMERCIAL #3604
#3
CRAPE MYRTLE
ASPHALT PARKING
FH
25.0'
15.9'
NO PARKING AREA
CONC.
COVERED AREA
1 PARKING SPACE
5 PARKING SPACES
DRIVE
CRAPE MYRTLE
P.I.D. # 00434530010100010
N 00°06'54" W 155.80'(M)
CONC. PARKING
P.I.D. # 08434530010100020
15,591± SQUARE FEET/0.36± ACRES
ASPHALT DRIVE
4 PARKING SPACES
PALM
1 PARKING SPACES
CABLE LINE
S 00°09'20" E 155.97'(M)
P.I.D. # 08434530010090020
SURVEYOR'S NOTE:
BENCHMARK REFERENCE: E 402
ELEVATION: 14.15
PID# AD8040
NORTH AMERICAN VERTICAL DATUM DATED 1988 (N.A.V.D. 1988)
NATIONAL GEODETIC SURVEY (NGS)
LINE TABLE
L-1 EAST 100.00' (D)
L-1 S 88°17'04" W 100.11' (M)
(POB)
THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B"
FND 5/8" IRON ROD NO NUMBER
BPF
CONC.
R/W
SIGN
BOX
L-1
6' WALK
2' CONC. GUTTER
FND 5/8" IRON ROD NO NUMBER
S 88°13'24" W 518.06'(M)
R/W
53'
FND 5/8" IRON ROD NO NUMBER S.E. CORNER OF LOT "A"
P.I.D. # 08434530010080020
W. BOYNTON BEACH BOULEVARD
WEST BOUND LANES
106' RIGHT-OF-WAY (FIELD)
ASPHALT ROADWAY
SIGN
SIGN
PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436
FIRST CHOICE SURVEYING, INC.
POINTS OF INTEREST:
NONE APPARENT
First Choice Surveying...
Your First Choice for Land Surveys
REVISIONS:
CLIENT NO: N/A
JOB NO: 93529-02
FIELD DATE: 05/23/2025
DRAWN BY: G
DRAWN DATE: 06/30/2025
CHECKED BY: L.R.
APPROVED BY: J.S.
SHEET 2 OF 2 (MAP OF SURVEY) - SEE SHEET 1 FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

EXHIBIT B
CONTIGUITY MAP



The City of Boynton Beach

Development Department
Planning & Zoning Division
100 East Ocean Avenue
Boynton Beach, Florida 33425-0310
(P): 561-742-6260
www.boynton-beach.org

OWNER'S CONSENT FORM

OFSProperty Holdings LLC, the ☒ sole owner or ☐ partial owner of record of the property legally described as:

Property Owner's Name

PALM BEACH FARMS CO PLAT NO 8,E 100 FT OF W 280 FT OF LTS A & B LYG N OF SR 804 & S OF L-24 CNL BLK 10

If additional space is needed for the legal description, please check here ☐ and attach additional pages as necessary.

Street Address: 3604 BOYNTON BEACH BLVD City: Boynton Beach State: FL Zip Code: 33436

PCN: 00-43-45-30-01-010-0020 states that he/she has thoroughly examined and is familiar with the application submitted to the City of Boynton Beach Development Services Department – Planning and Zoning Division, submitted by Jacob Throneburg on behalf of Curaleaf Florida, LLC, and expressly consents to the use of the subject property for the purpose described in the application.

Signature (must be original signature)

This Section must be completed by the Public Notary

On this 11 day of July, 2025, the foregoing instrument was sworn to and subscribed before me

by *If individual:* ☑ Omar Shihadeh. (Name of Person Acknowledging), and individual

If corporation: ☐ OFS Property Holdings LLC. (Name of Person Acknowledging) as Managing Member. (Position, Type of Authority, Officer)

For ☐ Personally, Known or ☑ Produced Identification Ft. Drivers License. (Type of Identification)

Signature of Notary Public

Patricio Montalvo

Name of Notary Printed and Commission Number

NOTARY PUBLIC STATE OF FLORIDA
PATRICIO MONTALVO
Notary Public - State of Florida
Commission # HH 608436
My Comm. Expires Oct 31, 2028

Place Notary Seal Stamp Above

Last Revised: 02.27.2023

PETITION FOR VOLUNTARY ANNEXATION TO THE CITY OF BOYNTON BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (HEREINAFTER THE "CITY")

1. This Petition made this 18 day of July 2025 by OFS Property Holdings LLC date signed 7-18-25 (hereinafter "Owner").

2. The Petitioner is the fee simple owner of the property described in Exhibit "A," attached hereto and made a part hereof, which real property is situated, lying and being in an unincorporated area of Palm Beach County, Florida (hereinafter the "Property").

3. Petitioner respectfully requests the City for voluntary annexation of the Property and in support thereof state the following:

A. Such annexation will not affect the ownership or rights of adjacent property owners;

B. The Property is contiguous to the City as defined in Section 171.031(11), Florida Statutes, as graphically depicted in Exhibit "B," attached hereto and made a part hereof; and

C. The annexation of the Property will not create an enclave.

WHERETOFORE, Petitioners respectfully request that the City consider this request and adopt a valid and binding ordinance annexing the Property to the City consistent with Section 171.044, Florida Statutes.

OMAR F. SHIHADEH President
Name, Title
Petitioner

SWORN STATEMENT

I, the undersigned, being first duly sworn, testify and say that I am the owner of all of the property described and which is the subject matter of this Petition for Voluntary Annexation; that all answers to the questions in this Petition, and all sketches, data and other supplementary material attached to and made a part of the Petition are honest and true to the best of my knowledge and belief. I understand this Petition must be complete and accurate before the hearing thereon can be advertised.

OMAR F. SHEHADEH
Name, Title President
Petitioner

STATE OF FLORIDA)
): ss
COUNTY OF Broward)

The foregoing Petition for Voluntary Annexation was sworn and subscribed before me by means of [✓] physical presence or [ ] online notarization this 18 day of July 2025 by OMAR F Shehadeh dated July 18 2025 who has produced Drivers License as identification.

Notary Public, State of Florida
Print Name: STEVEN P WIGGINS
My Commission Expires: 3-22-2029

STEVEN PAUL WIGGINS
MY COMMISSION # HH 615696
EXPIRES: March 22, 2029

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

A/C	= AIR CONDITIONER	FCC	= FOUND CROSS CUT	PDE	= PRIVATE DRAINAGE EASEMENT
AE	= ACCESS EASEMENT	FF	= FINISHED FLOOR	P/E	= POOL EQUIPMENT
BFP	= BACKFLOW PREVENTER	FND	= FOUND	PG	= PAGE
BSL	= BUILDING SETBACK LINE	GV	= GATE VALVE	PI	= POINT OF INTERSECTION
BWF	= BARBED WIRE FENCE	HWF	= HOG WIRE FENCE	PID	= PARCEL IDENTIFICATION NUMBER
(C)	= CALCULATED	INST	= INSTRUMENT NUMBER	PK	= PARKER KALON NAIL
Δ	= CENTRAL ANGLE	L	= ARC LENGTH	P/L	= PROPERTY LINE
CB	= CHORD BEARING	LB	= LICENSED BUSINESS	POB	= POINT OF BEGINNING
CH	= CHORD LENGTH	LE	= LANDSCAPE EASEMENT	POC	= POINT OF COMMENCEMENT
℄	= CENTER LINE	LME	= LAKE MAINTENANCE EASEMENT	PRC	= POINT OF REVERSE CURVATURE
CLF	= CHAIN LINK FENCE	LS	= LICENSED SURVEYOR	PRM	= PERMANENT REFERENCE MONUMENT
CME	= CANAL MAINTENANCE EASEMENT	(M)	= MEASURED	PSM	= PROFESSIONAL SURVEYOR & MAPPER
CNA	= CORNER NOT ACCESSIBLE	MB	= MAP BOOK	PT	= POINT OF TANGENCY
CONC	= CONCRETE	ME	= MAINTENANCE EASEMENT	PUE	= PUBLIC UTILITY EASEMENT
COV	= COVERED	MHWL	= MEAN HIGH WATER LINE	PVF	= PLASTIC VINYL FENCE
C/S	= CONCRETE SLAB	MN	= MAG NAIL	PVUE	= PRIVATE UTILITY EASEMENT
(D)	= DEED	MW	= MONITOR WELL	RP	= RADIAL POINT
DB	= DEED BOOK	N&D	= NAIL AND DISK	R	= RADIUS
DE	= DRAINAGE EASEMENT	ORB	= OFFICIAL RECORDS BOOK	RE	= REAL ESTATE NUMBER
DH	= DRILL HOLE	(C)	= PLAT	RSR	= RISER
DUE	= DRAINAGE/UTILITY EASEMENT	PB	= PLAT BOOK	R/W	= RIGHT OF WAY
ELEV	= ELEVATION	PC	= POINT OF CURVATURE	SV	= SEWER VALVE
EM	= ELECTRIC METER	PCC	= POINT OF COMPOUND CURVATURE	UE	= UTILITY EASEMENT
EOW	= EDGE OF WATER	PCP	= PERMENANT CONTROL POINT	WF	= WOOD FENCE
E/P	= EDGE OF PAVEMENT				

= CATCH BASIN
= FIRE HYDRANT
W = WATER METER
= MANHOLE
= LIGHT POLE
T = TELEPHONE BOX
S = SANITARY MANHOLE
= WATER VALVE
C = CABLE TV BOX
= POWER POLE
=HANDICAP PARKING
E = ELECTRIC BOX

WOOD
BRICK/PAVER/TILE
ASPHALT
CONCRETE

=BOUNDARY LINE
=BUILDING LINE
=EASEMENT LINE
℄ =CENTERLINE
R/W =RIGHT-OF-WAY LINE
OHU OHU = OVERHEAD UTILITY LINE
=ADJACENT PARCELS
X =CHAIN LINK FENCE
=WOOD FENCE
=PLASTIC FENCE

SURVEYOR'S NOTES:

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CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X (BFE N/A), PER F.I.R.M. MAP NUMBER 12099C0788G, DATED 12/20/24.

THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

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JON SHOEMAKER LICENSE NUMBER LS 5144 STATE OF FLORIDA FIRST CHOICE SURVEYING, INC.

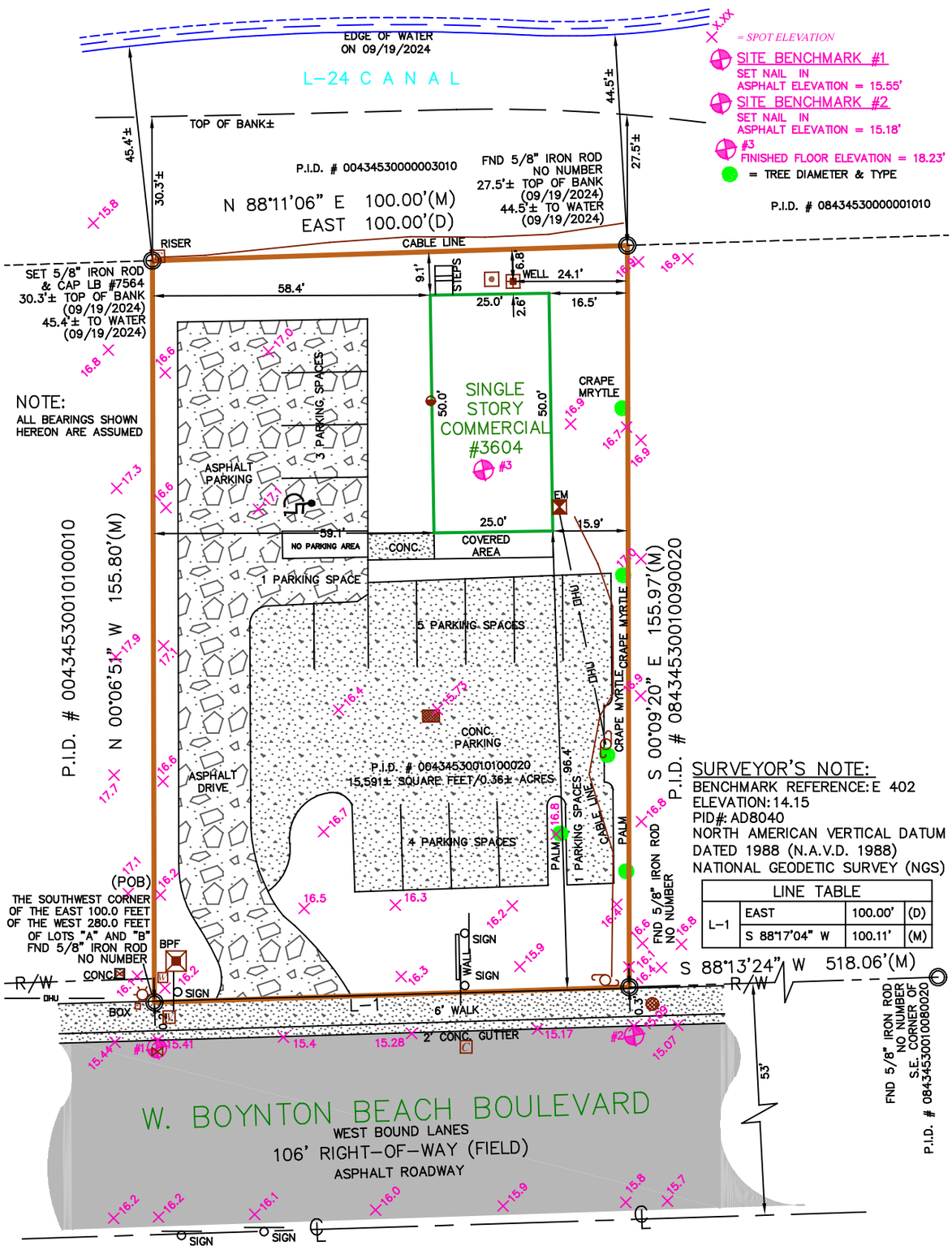
CERTIFIED BY: JON SHOEMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 470978, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.320.5453 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

BOUNDARY SURVEY



SURVEYOR'S NOTE:
BENCHMARK REFERENCE: E 402
ELEVATION: 14.15
PID#: AD8040
NORTH AMERICAN VERTICAL DATUM
DATED 1988 (N.A.V.D. 1988)
NATIONAL GEODETIC SURVEY (NGS)

LINE TABLE			
L-1	EAST	100.00'	(D)
	S 88°17'04" W	100.11'	(M)

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

FIRST CHOICE SURVEYING, INC.

POINTS OF INTEREST:
NONE APPARENT

First Choice Surveying...
Your First Choice for Land Surveys

REVISIONS:

CLIENT NO:	N/A
JOB NO:	93529-02
FIELD DATE:	05/23/2025
DRAWN BY:	.G.
DRAWN DATE:	06/30/2025
CHECKED BY:	L.R.
APPROVED BY:	J.S.

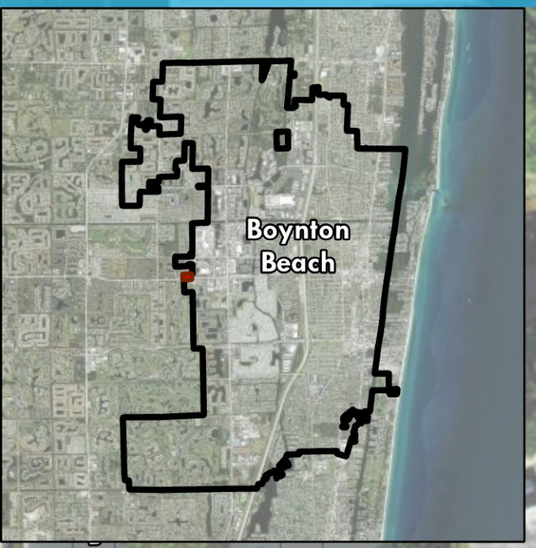
SHEET 2 OF 2 (MAP OF SURVEY) - SEE SHEET 1 FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

Contiguity Map

3604 W Boynton Beach Blvd

Exhibit B

CITY OF BOYNTON BEACH



SITE

W Boynton Beach Blvd

804

Knuth Rd

Legend

- Contiguity
- Site Location
- Current City's Boundary

N

0 12.5 25 50 75 100 Feet

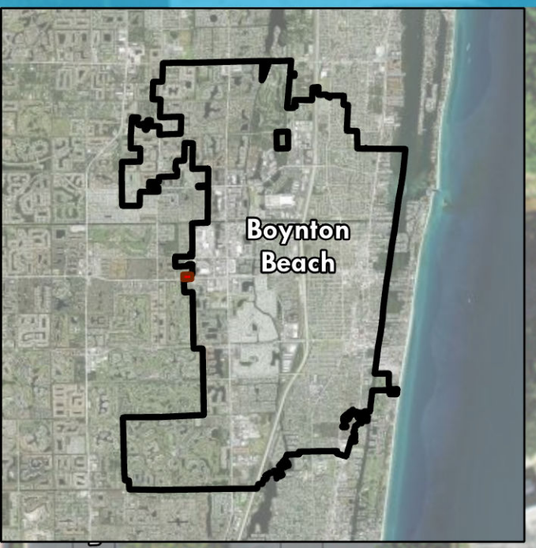
780

Contiguity Map

3604 W Boynton Beach Blvd

Exhibit B

CITY OF BOYNTON BEACH



SITE

W Boynton Beach Blvd

804

Knuth Rd

Legend

- Contiguity
- Site Location
- Current City's Boundary

N

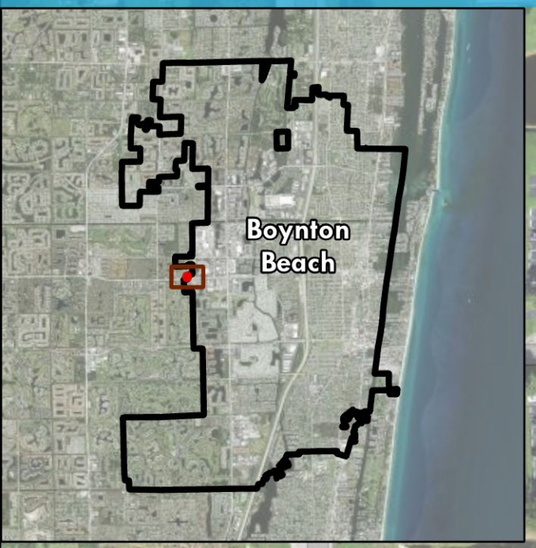
0 12.5 25 50 75 100 Feet

781

Location Map

3604 W Boynton Beach Blvd

CITY OF BOYNTON BEACH



Silver Lace Ln

Knuth Rd

W Boynton Beach Blvd

SITE

804

Legend

Site Location

Current City's Boundary

0 45 90 180 270 360 Feet

N

782

3604 Boynton Beach Blvd

Annexation Justification Statement

Compliance with Statutory Requirements: The proposed annexation of the property located at 3604 Boynton Beach Blvd complies with the criteria established under Florida Statutes, Section 171.043 entitled "Character of the Area to be Annexed". That statute states that the area to be annexed must satisfy the general standards outlined in Section 171.043 (1) and meet the standards of Section 171.043 (2) or (3). The annexation parcel complies with subsections (1) and (2) as detailed below.

The annexation parcel, which is now unincorporated, satisfies Section 177.043 (1) in that it is contiguous to the corporate limits of the City of Boynton Beach, being adjacent on its east boundary to Parcel 08-43-45-30-01-009-0020, which is located within the municipal limits of the City of Boynton Beach. The annexation parcel also satisfies the compactness standard of Section 177.043 (1) in being a .36-acre unified rectangular parcel.

The parcel satisfies Section 177.043 (2) in that the parcel is developed and is located within an area that is developed for urban purposes as defined in Section 171.031 of the Florida Statutes. The annexation parcel is located along a commercially developed major roadway corridor, with residential properties to the north developed in lots or tracts of less than 5 acres.

The statutory requirements for a voluntary annexation, which are described in Section 171.044, are only that: the petition for annexation bear the signatures of all owners of the property; the property to be annexed is contiguous to the municipality; the area to be annexed be reasonably compact; and the annexation must not create an enclave. As demonstrated above, the proposed annexation meets all of those standards.

Consistency with Comprehensive Plan: In accordance with the Boynton Beach Comprehensive Plan – Future Land Use Element, annexation may proceed through one of four approved methods. This application qualifies under the method of voluntary annexation by petition of the property owner. The applicant intends to concurrently submit applications for a land use amendment and rezoning to align with the City's land use designation and zoning classifications.

1. Demonstration of Need:

The property at 3604 Boynton Beach Blvd (sometimes referred to as "the parcel" or the "annexation parcel") is contiguous to the City of Boynton Beach on its eastern and southern boundaries. Adjacent to the east is Boulevard Plaza, a retail shopping center comprised of eight stores. To the south lies an Exxon gas station and an undeveloped parcel abutting a golf course. The parcel to the west, located in unincorporated Palm Beach County, is occupied by a law office. The northern boundary is bordered by a water-filled ditch and natural barriers, beyond which are single-family homes, though there is no access between these and the annexation parcel.

The applicant seeks annexation into the City of Boynton Beach to transition from its County Commercial High Future Land Use Designation and Commercial High Office (CHO) zoning designation to the City's Local Retail Commercial Future Land Use designation and Commercial 3 (C-3) zoning district. Both the land use and zoning proposed for the annexation parcel are exactly the same as the existing land use and zoning designations of the adjacent properties to the east, within the City of Boynton Beach.

The annexation parcel would require rezoning whether it remains in the County or is annexed into the City of Boynton Beach, to allow the proposed use of the existing building and parcel as a Medical Marijuana Treatment Center (MMTC). However, the dimensional requirements in the City zoning are better suited to the existing conditions; and annexing to the City of Boynton Beach, which can provide a more responsive city staff, is beneficial for servicing the needs of a retail use.

2. Consistency:

The parcel proposed for annexation is contiguous to a multi-tenant retail center zoned C-3, which supports uses compatible with the applicant's intended operation. The current and proposed uses are both commercial and retail, supporting the objectives and policies of the City's Comprehensive Plan, Redevelopment Plans, and related planning documents. This consistency in use and character supports the requested land use amendment and rezoning.

3. Compatibility

The proposed Future Land Use designation and zoning classification for the annexed parcel will be compatible with adjacent parcels and consistent with the C-3 zoning district. The proposed use—a Medical Marijuana Treatment Center (MMTC)—aligns with the permitted retail uses under the C-3 zoning category. Specifically, per the Boynton Beach Code of Ordinances Part III, Chapter 3, Article IV, Section 3.57.a.(2), medical marijuana dispensing facilities are classified under the Pharmacy and Drug Store use category within C-3.

Additionally, the proposed annexation parcel is compliant with the required separation distances. The nearest preschool property is over 1,000 feet from the subject parcel (measured parcel line to parcel line), and the nearest middle school is nearly 2,000 feet away, exceeding the statutory 500-foot minimum distance requirement.

4. Orderly Growth

The proposed annexation does not contribute to fragmented development patterns and will not create isolated or undevelopable parcels. The associated amendments to the Future Land Use Map (FLUM) and zoning district maps will support the existing use and promote the orderly growth and logical extension of the Boynton Beach city limits.

5. Location Efficiency

The proposed FLUM and zoning amendments support complementary and integrated land uses consistent with smart growth principles. The annexation parcel benefits from proximity to a mix of commercial uses, contributing to access to services, and overall connectivity with adjacent properties.

6. Availability of Public Services/Infrastructure

The subject parcel at 3604 Boynton Beach Blvd is located within an area already served by municipal infrastructure capable of supporting the proposed commercial retail use. In accordance with Chapter 1, Article VI – Concurrency Management System, the applicant recognizes that all development order applications, including those involving Future Land Use Map (FLUM) amendments and rezonings, are subject to concurrency review to ensure that development does not degrade the adopted Level of Service (LOS) standards outlined in the City's Comprehensive Plan.

As a commercial retail project, the relevant public facilities and services subject to concurrency review include:

- Potable water
- Sanitary sewer
- Solid waste disposal
- Stormwater drainage
- Local, county, and state roadways
- Parks and recreation, where applicable to support non-residential uses

The applicant acknowledges the obligation to pay any applicable capital facility charges or connection fees that would be due for the proposed change of use for the existing building on the annexation parcel that was last used as a beauty salon.

Because the proposed annexation and rezoning will involve an existing building last used for a beauty salon, the annexation and proposed new use are not expected to generate adverse infrastructure impacts that are unable to be supported by existing and planned public facilities. The exterior of the existing building will maintain its appearance, with only the interior to be remodeled. Therefore, the request complies with the City's Concurrency Management System and supports the responsible, sustainable expansion of commercial development within the City of Boynton Beach.

7. Economic Development Impact

The proposed annexation change of land use and rezoning of 3604 Boynton Beach Blvd to the Commercial 3 (C-3) zoning district will accommodate the proposed Medical Marijuana Treatment Center ("MMTC"), a use that will unlock a number of direct and indirect economic benefits to the City.

a. Fiscal Benefits and Tax Revenue Generation

MMTCs are high-revenue, customer-facing retail businesses subject to Florida's state sales tax on all medical marijuana product sales. In addition to contributing to the state's general revenue, MMTCs also generate tangible local economic benefit through the following:

- Increased ad valorem (property) tax revenue through redevelopment, renovation, and/or improvement of the parcel to meet City code and retail standards.
- Sales-based tax remittances, which factor into local shared revenue allocations from the state.
- Business tax receipts (local business taxes) required to operate within the City of Boynton Beach, contributing directly to the general fund.
- Employment-related taxes and wage circulation, supporting local economic vitality and adjacent commercial businesses.

Over time, these fiscal contributions help fund essential municipal services such as public safety, infrastructure, beautification, parks, and recreation—enhancing overall quality of life for residents and business owners alike.

b. Job Creation and Commercial Activation

As a retail business with secure, regulated operations, the MMTC will create new jobs in the areas of management, operations, compliance, and customer service. These positions offer competitive wages and benefits, providing opportunities for local residents to access stable, long-term employment in a growing sector.

Additionally, the MMTC will serve as an anchor retail use contributing to the economic viability of surrounding commercial tenants. This will support the activation of the corridor and may encourage further redevelopment of nearby underutilized parcels.

c. Market Responsiveness and Strategic Alignment

The proposal directly addresses a service gap in the surrounding area by offering access to regulated medical cannabis for qualified patients in a controlled and compliant environment. The proposed use supports Boynton Beach's broader economic development goals by:

- Activating a currently underutilized parcel;
- Advancing adaptive reuse and infill development;
- Promoting smart growth in areas with existing infrastructure;
- Attracting new investment within City boundaries.

In conclusion, the MMTC's establishment at this location represents a strategic opportunity for the City of Boynton Beach to expand its commercial tax base, stimulate corridor activity, and introduce new employment and service offerings — all while ensuring consistency with land use policy and compatibility with surrounding development.

8. Heavy Commercial and Industrial Land Supply

The proposed annexation and corresponding Future Land Use Map (FLUM) and zoning amendments do not diminish the City's viable land supply for heavy commercial or industrial development. The subject parcel is unsuitable for heavy commercial or industrial uses due to its limited size, configuration, and adjacency to low- and medium-intensity uses, including retail centers, a gas station, a golf course, and residential properties. Its location along a commercial corridor dominated by retail-oriented development makes it functionally incompatible with the operational needs and spatial requirements typically associated with heavy commercial or industrial use.

Additionally, the proposed annexation and zoning to C-3 would satisfy multiple Direct Economic Development Benefits as identified in Section 3(g) of the City's land development review criteria.

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", THENCE NORTH 00°06'51" WEST, 155.80 FEET; THENCE NORTH 88°11'06" EAST, 100.00 FEET; THENCE SOUTH 00°09'20" EAST, 155.97 FEET; THENCE SOUTH 88°17'04" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

A/C = AIR CONDITIONER	FCC = FOUND CROSS CUT	PDE = PRIVATE DRAINAGE EASEMENT
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FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)

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THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

JON SHOEMAKER LICENSE NUMBER LS 5144 STATE OF FLORIDA SURVEYOR & MAPPER

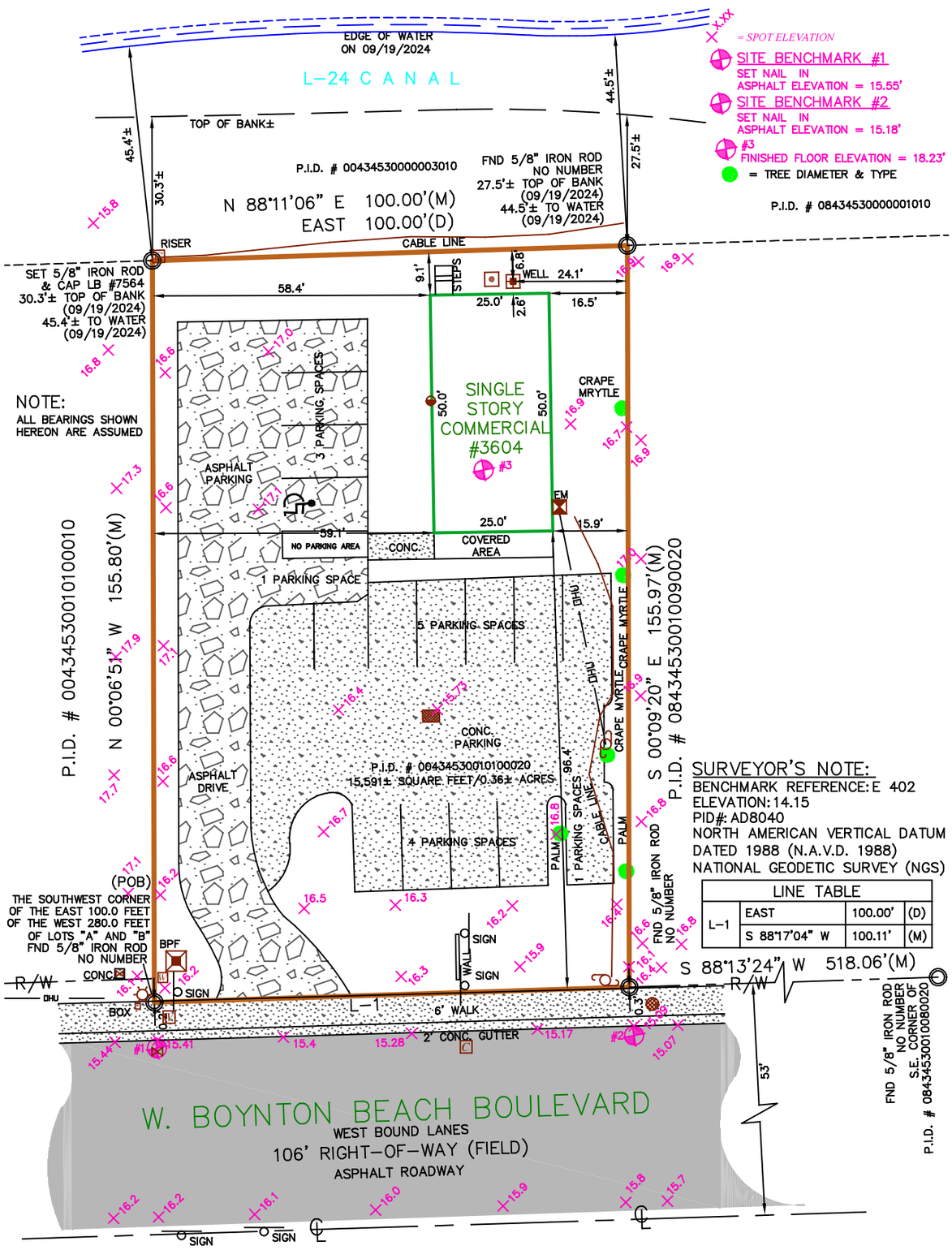
CERTIFIED BY: JON SHOEMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 470978, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.520.5453 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

BOUNDARY SURVEY



SURVEYOR'S NOTE:
BENCHMARK REFERENCE: E 402
ELEVATION: 14.15
PID#: AD8040
NORTH AMERICAN VERTICAL DATUM
DATED 1988 (N.A.V.D. 1988)
NATIONAL GEODETIC SURVEY (NGS)

LINE TABLE			
L-1	EAST	100.00'	(D)
	S 88°17'04" W	100.11'	(M)

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

FIRST CHOICE SURVEYING, INC.

POINTS OF INTEREST:
NONE APPARENT

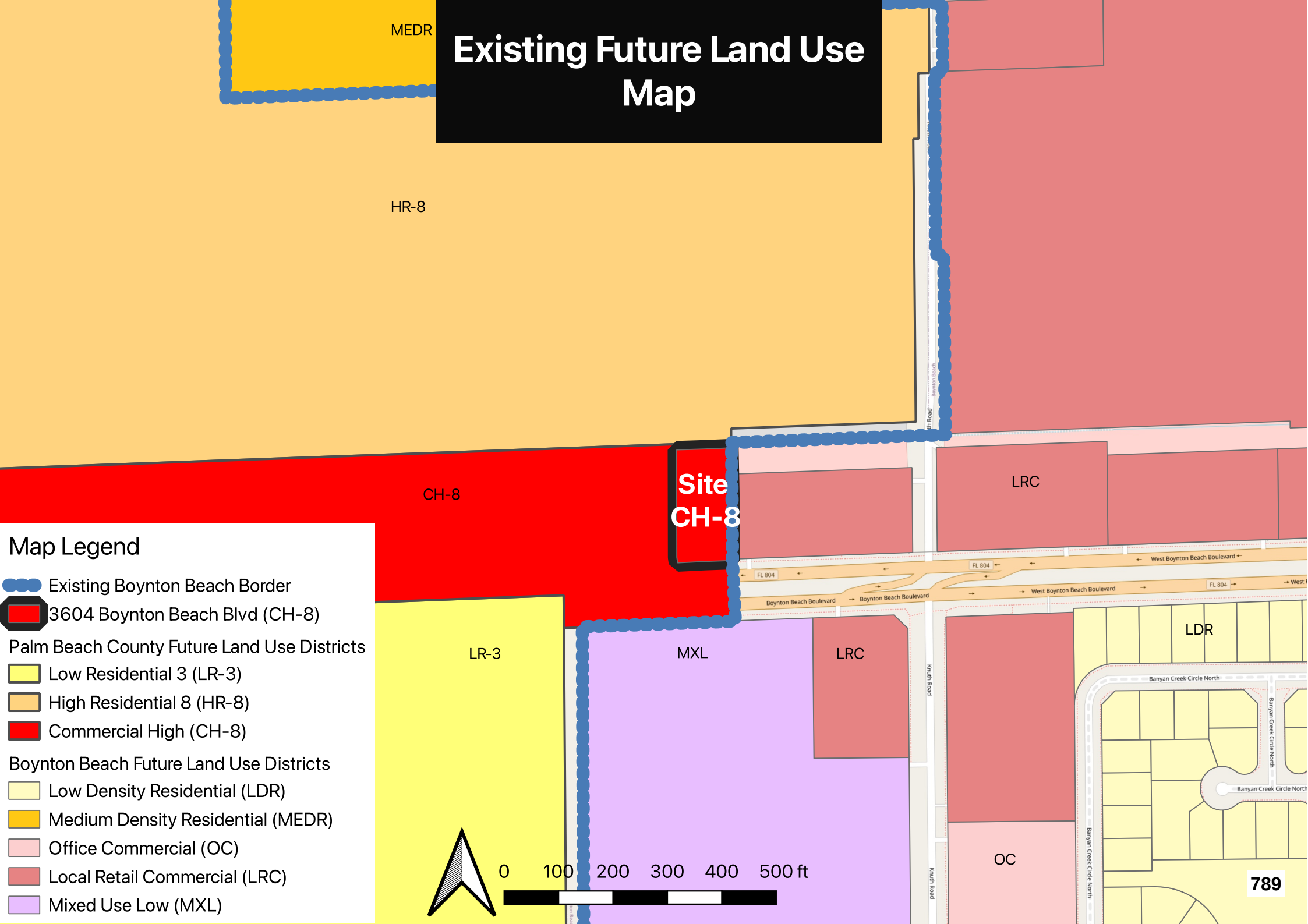
REVISIONS:

First Choice Surveying...
Your First Choice for Land Surveys

CLIENT NO:	N/A
JOB NO:	93529-02
FIELD DATE:	05/23/2025
DRAWN BY:	.G.
DRAWN DATE:	06/30/2025
CHECKED BY:	L.R.
APPROVED BY:	J.S.

SHEET 2 OF 2 (MAP OF SURVEY) - SEE SHEET 1 FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

Existing Future Land Use Map



Map Legend

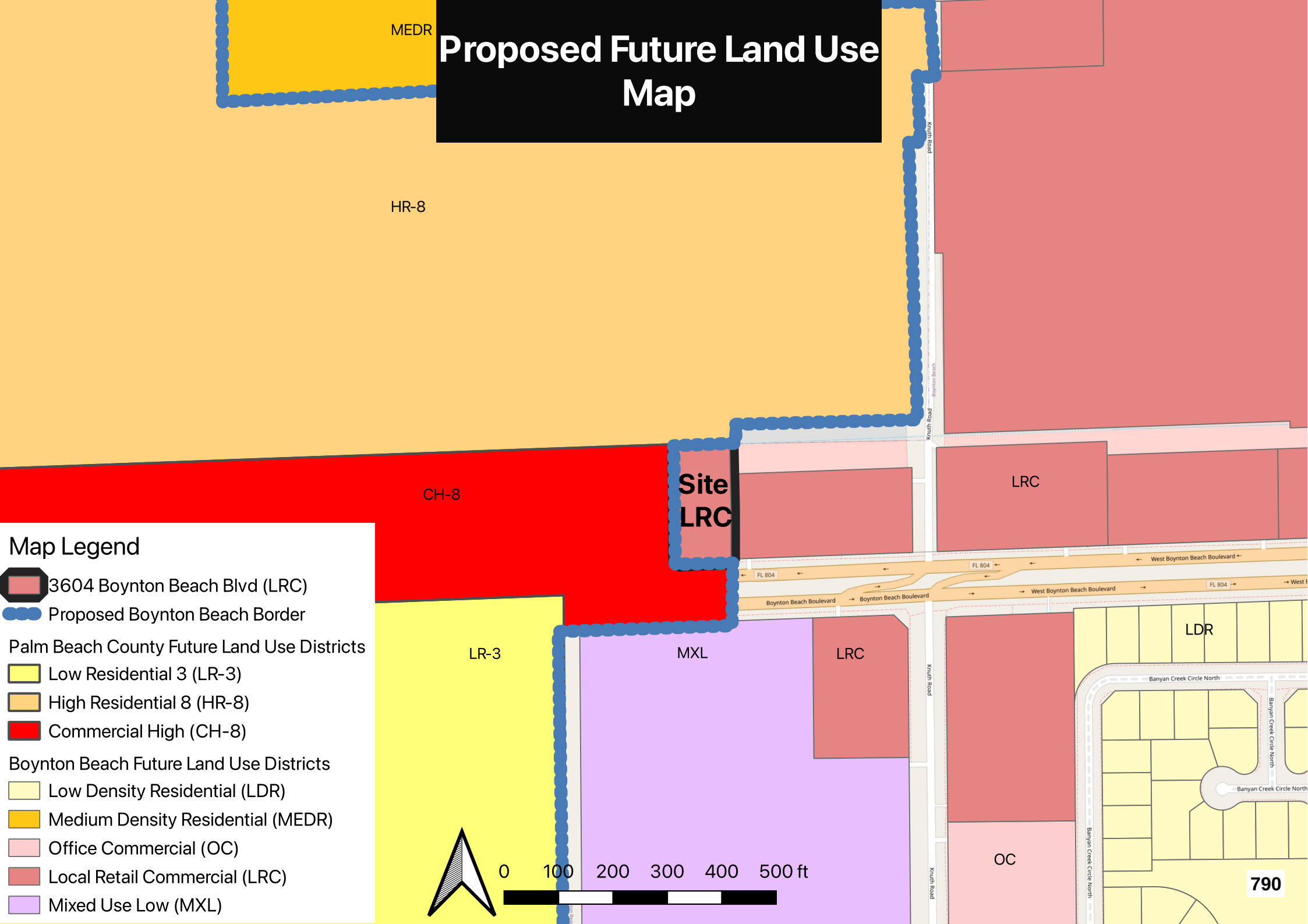
- Existing Boynton Beach Border
- 3604 Boynton Beach Blvd (CH-8)

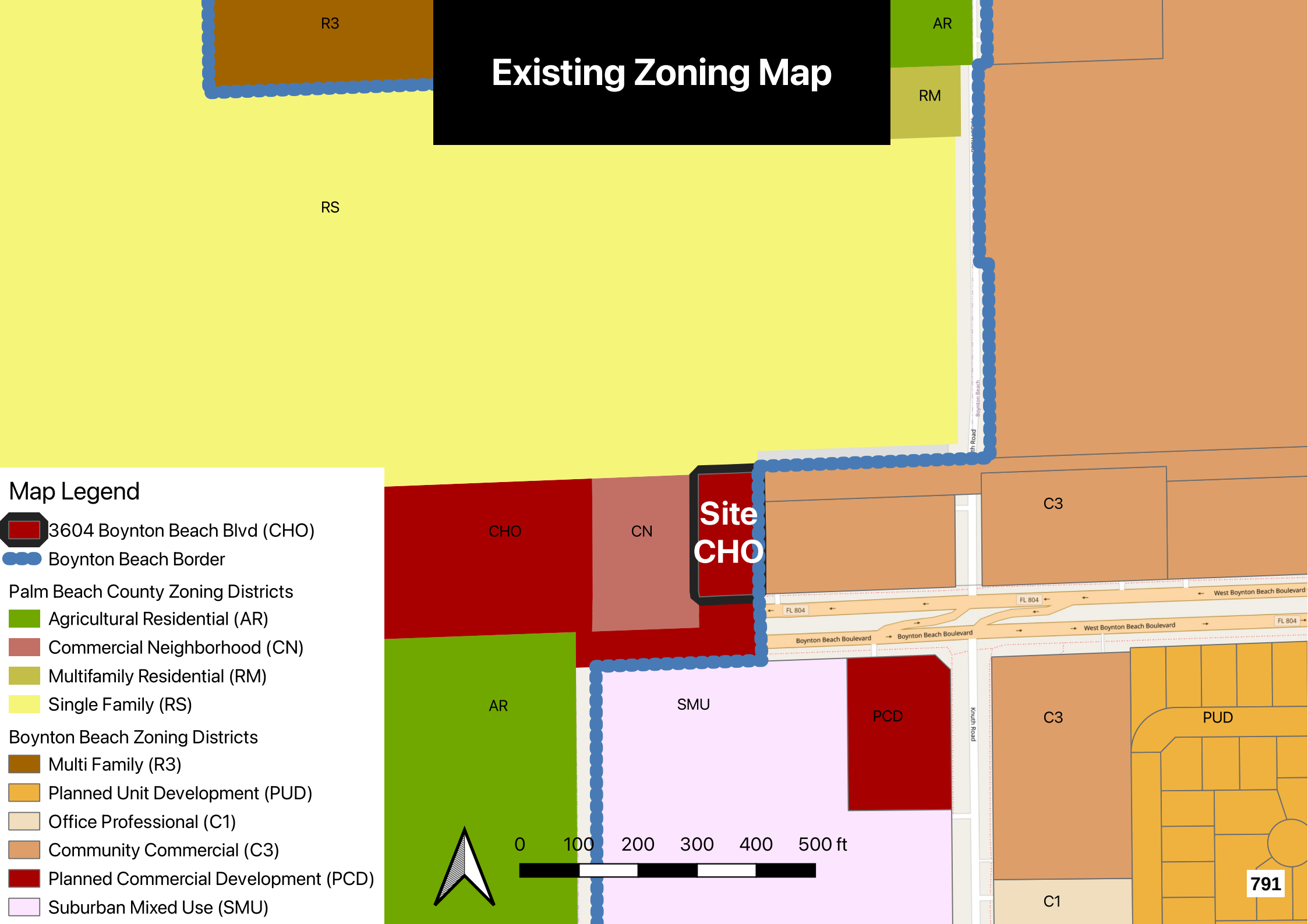
Palm Beach County Future Land Use Districts

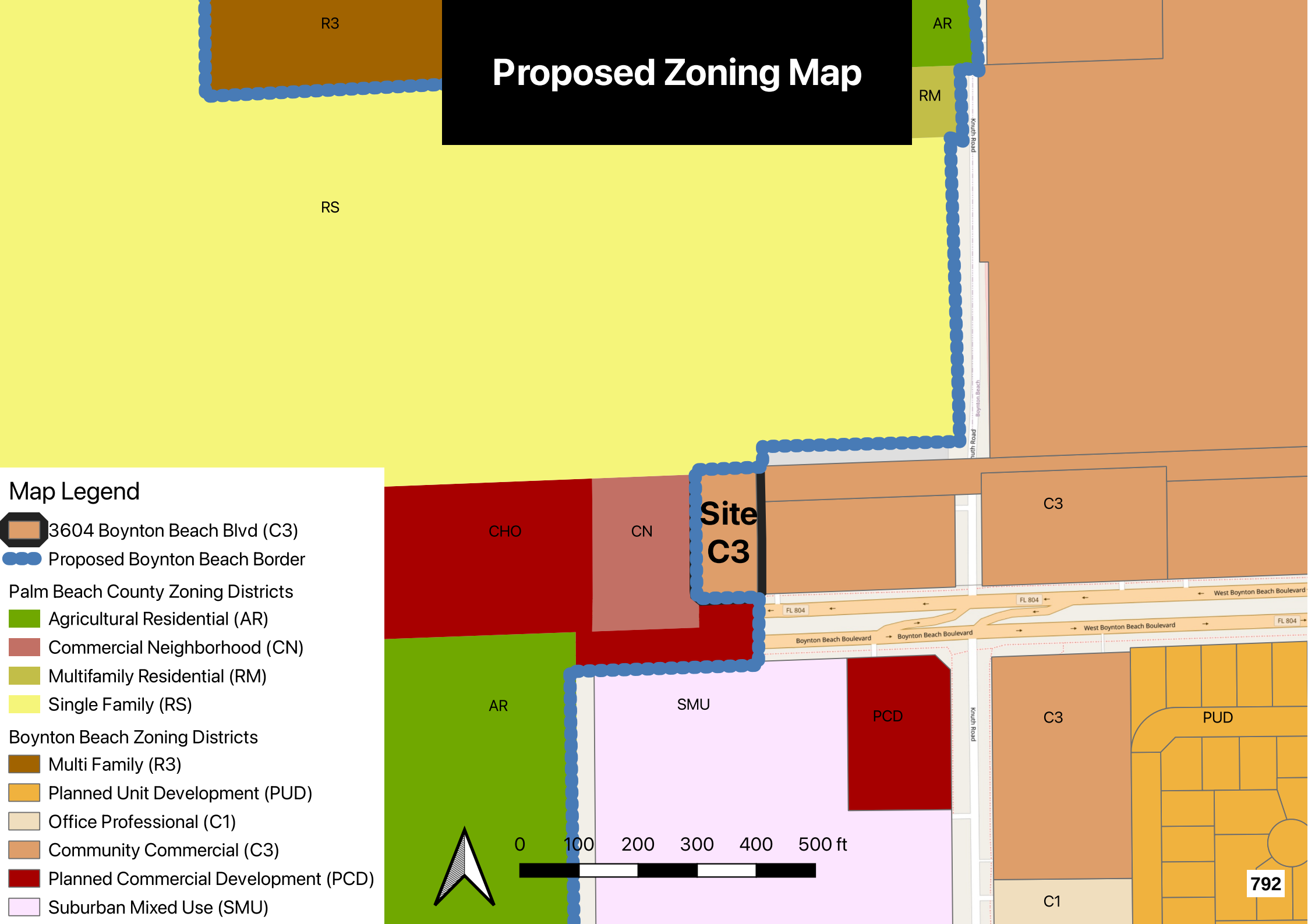
- Low Residential 3 (LR-3)
- High Residential 8 (HR-8)
- Commercial High (CH-8)

Boynton Beach Future Land Use Districts

- Low Density Residential (LDR)
- Medium Density Residential (MEDR)
- Office Commercial (OC)
- Local Retail Commercial (LRC)
- Mixed Use Low (MXL)


Proposed Future Land Use Map
MEDR
HR-8
CH-8
Site
LRC
LRC
LR-3
MXL
LRC
OC
LDR
Knuth Road
Boynton Beach Boulevard
West Boynton Beach Boulevard
FL 804
Banyan Creek Circle North
790
Map Legend
3604 Boynton Beach Blvd (LRC)
Proposed Boynton Beach Border
Palm Beach County Future Land Use Districts
Low Residential 3 (LR-3)
High Residential 8 (HR-8)
Commercial High (CH-8)
Boynton Beach Future Land Use Districts
Low Density Residential (LDR)
Medium Density Residential (MEDR)
Office Commercial (OC)
Local Retail Commercial (LRC)
Mixed Use Low (MXL)
0 100 200 300 400 500 ft


Existing Zoning Map
R3
AR
RM
RS
CHO
CN
Site
CHO
C3
AR
SMU
PCD
C3
PUD
C1
791
Knuth Road
Boynton Beach Boulevard
West Boynton Beach Boulevard
FL 804
0
100
200
300
400
500 ft
Map Legend
3604 Boynton Beach Blvd (CHO)
Boynton Beach Border
Palm Beach County Zoning Districts
Agricultural Residential (AR)
Commercial Neighborhood (CN)
Multifamily Residential (RM)
Single Family (RS)
Boynton Beach Zoning Districts
Multi Family (R3)
Planned Unit Development (PUD)
Office Professional (C1)
Community Commercial (C3)
Planned Commercial Development (PCD)
Suburban Mixed Use (SMU)


Proposed Zoning Map
R3
AR
RM
RS
Knuth Road
Site
C3
CHO
CN
C3
FL 804
West Boynton Beach Boulevard
Boynton Beach Boulevard
AR
SMU
PCD
C3
PUD
C1
792
0
100
200
300
400
500 ft
Map Legend
3604 Boynton Beach Blvd (C3)
Proposed Boynton Beach Border
Palm Beach County Zoning Districts
Agricultural Residential (AR)
Commercial Neighborhood (CN)
Multifamily Residential (RM)
Single Family (RS)
Boynton Beach Zoning Districts
Multi Family (R3)
Planned Unit Development (PUD)
Office Professional (C1)
Community Commercial (C3)
Planned Commercial Development (PCD)
Suburban Mixed Use (SMU)

REAR SETBACK VARIANCE REQUEST

July 2, 2025

City of Boynton Beach
Planning Department
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435

Re: Rear Setback Variance Request—3604 Boynton Beach Boulevard (Parcel ID: 00435300101000 20)
Applicant: Curaleaf Florida, LLC
Proposed Use: Medical Marijuana Treatment Center (MMTC)
Current Zoning: Unincorporated Palm Beach County
Proposed Zoning: Community Commercial (C3)
Proposed Future Land Use: Local Retail Commercial (LRC)

I. Introduction
This variance request is submitted in conjunction with an annexation application and arises due to a discrepancy between the existing rear setback approved under Palm Beach County regulations and the setback standards required by the City of Boynton Beach. Specifically, the applicant is seeking a variance to maintain the existing 10-foot rear setback, where a 20-foot setback is required under City zoning standards. The subject property, located at 3604 Boynton Beach Boulevard, is also the subject of concurrent applications for annexation, a Future Land Use Map amendment, and a Zoning Map amendment to facilitate the conversion of the property from a hair salon to a Medical Marijuana Treatment Center (MMTC).

II. Compliance with Variance Criteria
Pursuant to Chapter 2, Article IV § 4 of the City's Code, the Board may grant a variance upon finding that enforcement would result in manifest injustice, would be contrary to the Code's purpose or public interest, and that all general criteria set forth in Chapter 2, Article IV, § 4 C. 1. are satisfied. The following analysis demonstrates full compliance:

a. Special Circumstances
The subject property's existing structure was legally constructed prior to this annexation request and is located 10 feet from the rear property line. The rear boundary directly abuts land owned by the Lake Worth Drainage District and a canal, which together create a permanent, physical separation from adjacent properties. This unique condition distinguishes the property from others and constitutes a special circumstance under the Code.

b. Hardship Not Self-Created

The current rear setback condition is the result of historic site development patterns. Constructed in 1975, the building predated both the applicant's ownership and the City's current regulatory framework. The hardship is not self-created; rather, it stems from longstanding site conditions and adjacent public infrastructure.

c. No Special Privilege
Granting the variance will not confer any special privilege denied to others. The canal's presence provides a substantial physical buffer, similar in function to a railroad or major right-of-way. The City's Code allows a reduction in similar circumstances, allowing up to a 50% reduction for railroad- or canal-adjacent parcels under ULDC Chapter 3, Article III, § 1. B. This request seeks equitable treatment consistent with that precedent.

d. Minimum Variance Necessary
The requested variance is the minimum necessary to maintain the existing structure and permit a reasonable use of the property. Full compliance would require demolition or costly reconfiguration, which is impractical and unnecessary given the existing canal buffer and the minimal impact on surrounding properties.

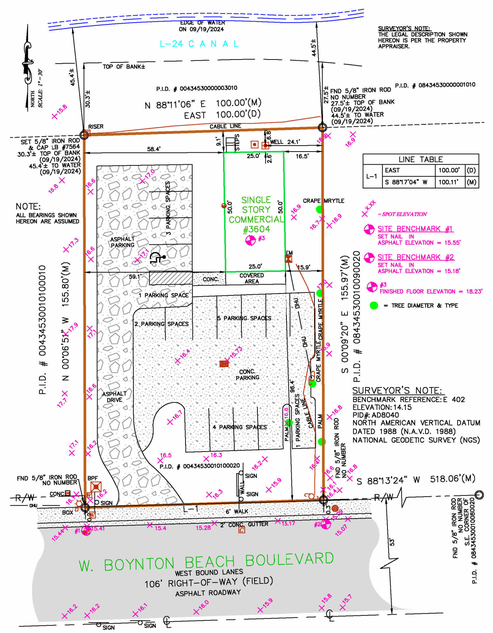
e. Harmony with Code Intent
Granting this variance is consistent with the intent of the City's Code, which allows for flexibility in addressing unique site conditions to facilitate orderly development. The canal and drainage parcel provide substantial separation, mitigating any potential adverse impacts on neighboring properties. The proposed MMTC use is compatible with the surrounding area and will not negatively affect public health, safety, or welfare.

III. Conclusion
This variance supports a broader land use and zoning entitlement strategy, including annexation, FLUM amendment, and rezoning, all of which are necessary to bring the site into conformance with City standards.

The relief requested is narrowly tailored to accommodate existing conditions and will not compromise the public interest, confer undue benefit, or create precedent beyond what is already supported by policy. We respectfully request approval of this variance application.

BOUNDARY SURVEY

SHEET 1 OF 2 (MAP OF SURVEY) - SEE SHEET TWO FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.



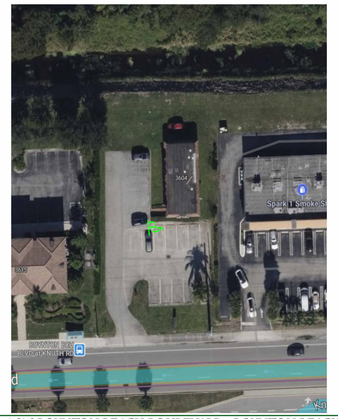
LINE TABLE			
L-1	EAST	100.00'	(D)
	S 88°17'04" W	100.11'	(M)

PROPERTY ADDRESS: *3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436*

FIRST CHOICE SURVEYING, INC.	POINTS OF INTEREST: NONE VISIBLE	REVISIONS: (REV.1 6/18/2025)	CLIENT NO: JOB NO: 935.29-01 FIELD DATE: 5/24/2025 DRAWN BY: G. DRAWN DATE: 06/03/25 CHECKED BY: L.R. APPROVED BY: J.S.
	First Choice Surveying... Your First Choice for Land Surveys		

AERIAL VIEW

SHEET 2 OF 2 (SURVEY RELATED INFORMATION) - SEE SHEET ONE FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.
AERIAL PROVIDED IS FOR VIEWING PURPOSES ONLY AND MAY NOT SHOW CURRENT IMPROVEMENTS. AERIAL IS NOT TO SCALE.



PROPERTY ADDRESS: *3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436*

LEGAL DESCRIPTION:
THE EAST 100.0 FEET OF THE WEST 260.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 16, THE PALM BEACH FARMS CO. PLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 75, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD-RIGHTS-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR (1998) AND THEREAFTER.

LEGEND

AE	= ACCESS EASEMENT	FND	= FOUND	PE	= PARKER KALON NAIL
BFP	= BACKFLOW PREVENTER	FV	= FIRE VALVE	PLS	= PROFESSIONAL LAND SURVEYOR
BSL	= BUILDING SETBACK LINE	INST	= INSTRUMENT NUMBER	PLS	= PROFESSIONAL LAND SURVEYOR
BW	= BOTTOM OF WALL	LA	= ARC LENGTH	POB	= POINT OF BEGINNING
C	= CENTRAL ANGLE	LBE	= LANDSCAPE BUFFER EASEMENT	POC	= POINT OF COMMENCEMENT
CB	= CHORD BEARING	LE	= LANDSCAPE EASEMENT	PRC	= POINT OF REVERSE CURVATURE
CH	= CHORD LENGTH	LME	= LAKE MAINTENANCE EASEMENT	PRM	= PERMANENT REFERENCE MONUMENT
℄	= CENTER LINE	M	= MEASURED	PUE	= PUBLIC UTILITY EASEMENT
CME	= CANAL MAINTENANCE EASEMENT	MB	= MAP BOOK	PUE	= PUBLIC UTILITY EASEMENT
CMU	= CONCRETE MASONRY UNIT	ME	= MAINTENANCE EASEMENT	PUE	= PRIVATE UTILITY EASEMENT
COM	= CORNER NOT ACCESSIBLE	MHWL	= MEAN HIGH WATER LINE	RP	= RADIAL POINT
CONC	= CONCRETE	NAD	= NORTH AMERICAN DATUM	R/W	= RIGHT-OF-WAY
COV	= COVERED	NAIL	= NAIL AND DISC	SLE	= SEWER LINE EASEMENT
CS	= CONCRETE SLAB	ORB	= OFFICIAL RECORDS BOOK	SLS	= REGISTERED LAND SURVEYOR
D	= DEED	PB	= PLAT BOOK	TOB	= TOP OF BANK
DE	= DRAINAGE EASEMENT	PG	= PAGE	TOE	= TOE OF SLOPE
DH	= DRILL HOLE	PC	= POINT OF CURVATURE	TOW	= EDGE OF WATER
DUE	= DRAINAGE UTILITY EASEMENT	PCC	= POINT OF COMPOUND CURVE	UE	= UTILITY EASEMENT
ELEV	= ELEVATION	PCP	= PERMANENT CONTROL POINT	UE	= UTILITY EASEMENT
EM	= ELECTRIC METER	PDE	= PRIVATE DRAINAGE EASEMENT	VE	= VISION EASEMENT
EOP	= EDGE OF PAVEMENT	PI	= POINT OF INTERSECTION	WF	= WOOD FENCE
EOW	= EDGE OF WATER	PK	= PARKER KALON NAIL	WM	= WATER METER
FCC	= FOUND CROSS CUT	PI	= POINT OF INTERSECTION	WOF	= WOOD FENCE
FF	= FINISHED FLOOR	PID	= PARCEL IDENTIFICATION NUMBER	WOF	= WOOD FENCE
				PVF	= PLASTIC FENCE

= CATCH BASIN; = FIRE HYDRANT; = WATER METER; = MANHOLE; = LIGHT POLE; = TELEPHONE RISER; = SANITARY MANHOLE; = WATER VALVE; = CABLE TV RISER; = POWER POLE; = HANDICAP PARKING; = ELECTRIC BOX; = AIR CONDITIONER; = MITERED END SECTION; = WELL HEAD; = CLEANOUT; = BOUNDARY LINE; = BUILDING LINE; = TEMPORARY BENCHMARK; = EASEMENT LINE; = CENTERLINE; = RIGHT-OF-WAY LINE; = OVERHEAD UTILITY LINE; = ADJACENT PARCELS; = CHAIN LINK FENCE; = METAL FENCE; = WOOD FENCE; = PLASTIC FENCE; = SPOT ELEVATION; = SURFACE WATER SHEET FLOW

WOOD; BRICK/PAVER/TILE; ASPHALT; CONCRETE

SURVEYOR'S NOTES:

1) THIS SURVEY AND MAP IS NOT VALID UNLESS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL AND/OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS NEED PER AGREEMENT. ANY PULLED DOCUMENTS PROVIDED WITH THIS TITLE COMMITMENT WILL BE REVIEWED. IF ADDITIONAL DOCUMENTS AND/OR REVIEWS OF THE CLIENT ARE REQUESTED, THERE MAY BE ADDITIONAL FEES INCURRED.

2) UNLESS SHOWN, UNDERGROUND UTILITIES, IMPROVEMENTS, FOUNDATIONS, FOOTERS, AND/OR SUBSURFACE STRUCTURES ARE NOT LOCATED ON THIS SURVEY.

3. BEARINGS ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF BOYNTON BEACH BOULEVARD, AS BEING, S 88°05'11" W, PER PLAT, ASSUMED.

4. THE PURPOSE OF THIS SURVEY IS FOR THE USE OF FINANCING AND/OR SALE TRANSACTION, AND DOES NOT DETERMINE OR INDICATE LAND OWNERSHIP AND IS NOT PERMITTED FOR USE WITH ANY CONSTRUCTION/PERMITTING PURPOSES WITHOUT WRITTEN CONSENT FROM THE LAND SURVEYOR WHOM SIGNED AND SEALED THIS SURVEY.

5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT OF WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS NOT SHOWN ON PLAT TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN. IT IS SHOWN SOLELY ON THE BASIS OF INFORMATION PROVIDED BY CLIENT AND MAY NOT BE COMPLETE.

6. FENCE OWNERSHIP NOT DETERMINED. THE SURVEYOR WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL AND/OR CHANGES TO ANY FENCES UNLESS THE SURVEY WAS PROVIDED SPECIFICALLY FOR FENCE LOCATION PURPOSES.

7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.

8. THE SURVEY IS EXCLUSIVE FOR THE USE OF THE PARTIES TO WHOM IT IS CERTIFIED. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES.

9. THIS IS A BOUNDARY SURVEY UNLESS OTHERWISE NOTED AND TIES SHOWN HEREON ARE TO THE PLATTED BOUNDARY LINES UNLESS OTHERWISE STATED.

10) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.

11) PURSUANT TO FS. 334.001, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE.

12). THIS SURVEY IS NOT INTENDED TO BE PROOF OF OWNERSHIP AND IS NOT A GUARANTEE OR WARRANTY OF OWNERSHIP OF ANY KINDS, AND SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING IN THE DEFENSE, PROOF OR OR LOSS OF OWNERSHIP OF ANY OR ALL OF THE LANDS SHOWN AND DESCRIBED ON THIS SURVEY.

CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X(BFE N/A), PER F.I.R.M MAP NUMBER 12099C0788G, DATED 12/20/2024.

THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A AGENT SHOULD BE CONTACTED FOR VERIFICATION.

Digitally signed by Jon M. Shoemaker
Date: 2025.06.20 12:01:48 -04'00'

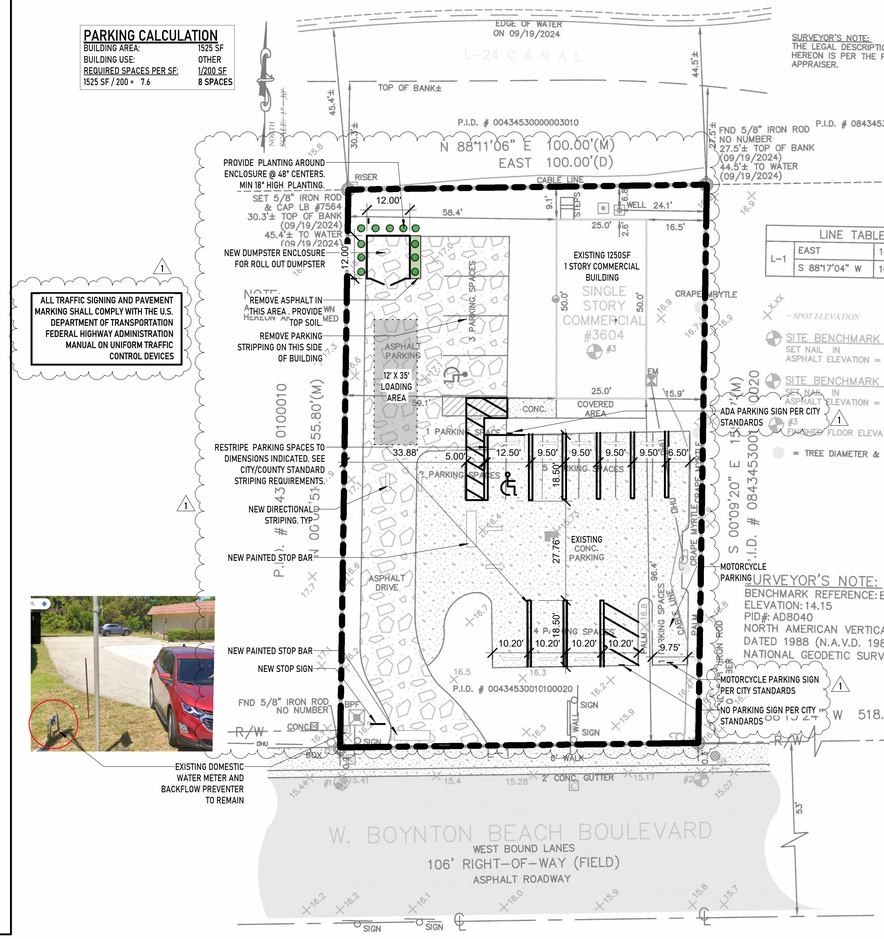
ORDERED BY:

DATE SIGNED: 06/03/25

PARKING CALCULATION

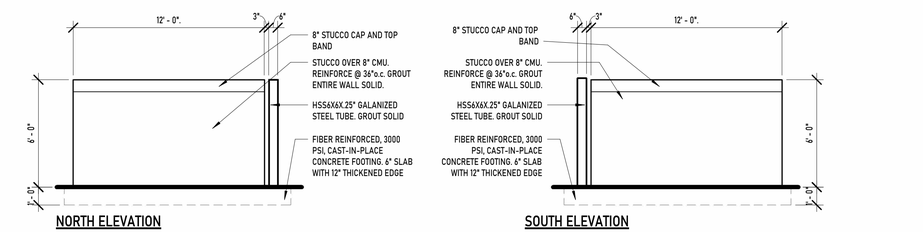
BUILDING AREA:	1535 SF
BUILDING USE:	OTHER
REQUIRED SPACES PER SF:	1/200 SF
1525 SF / 200 = 7.6	8 SPACES

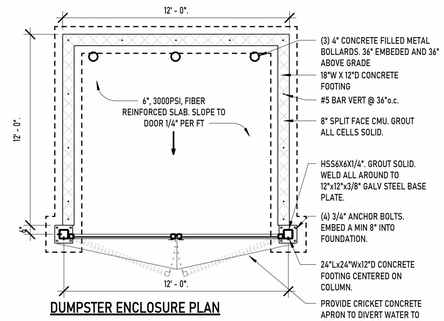
ALL TRAFFIC SIGNING AND PAVEMENT MARKING SHALL COMPLY WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES



LINE TABLE			
L-1	EAST	100.00'	(D)
	S 88°17'04" W	100.11'	(M)

1 PROPOSED SITE PLAN
1" = 20'-0"





DUMPSTER ENCLOSURE PLAN

2 DUMPSTER ENCLOSURE PLAN AND ELEVATIONS
1/4" = 1'-0"

ZACH KASKY ARCHITECTURE PROFESSIONAL DESIGN
PO Box 780173, Orlando, FL 32878
407-910-5554
info@zkarch.com | www.zkarch.com

PROJECT
curaleaf
BOYNTON BEACH
TENANT ALTERATIONS
3604 BOYNTON BEACH BLVD, BOYNTON BEACH, FL 33436

CONSULTANT

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED BY ZACHARY KASKY USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE ELECTRONIC SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

DRAWING CERTIFICATION

STATE OF FLORIDA ZACHARY T. KASKY AR97739 REGISTERED ARCHITECT

Zachary T Kasky 2025.08.06 12:53:44 -04'00'

ZACHARY T. KASKY LIC.# AR97739
IT IS A VIOLATION OF THIS LAW FOR ANY PERSON TO ALTER THESE DRAWINGS UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT.

REVISIONS

Number	Description	Date
1	REV01	08/06/2025

DRAWING TITLE
EXISTING SURVEY AND NEW SITE PLAN

PROJECT # 2024054

DATE JUNE 26, 2025

SHEET # G1.00

© COPYRIGHT 2025 ZACH KASKY ARCHITECTURE, LLC

8/6/2025 12:53:05 PM

3604 Boynton Beach Blvd, Boynton Beach, FL

Curaleaf Florida LLC

Annexation, Future Land Use Map, Variance, and Zoning Change Request Application

Legal Description

"THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS ""A"" AND ""B"", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS ""A"" AND ""B"", THENCE NORTH 00°06'51"" WEST, 155.80 FEET; THENCE NORTH 88°11'06"" EAST, 100.00 FEET; THENCE SOUTH 00°09'20"" EAST, 155.97 FEET; THENCE SOUTH 88°17'04"" WEST, 100.11 FEET TO THE POINT OF BEGINNING. CONTAINING: 15,591 SQUARE FEET/ 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER."

PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Commissioners
THRU:	Amanda B. Radigan, AICP Director of Planning and Development
FROM:	Gabe Sevigny, Principal Planner
DATE:	September 30, 2025
PROJECT:	Curaleaf Florida LLC Annexation 2025.07.4275
REQUEST:	Approve Curaleaf Florida LLC request for Annexation of 0.36 acres, Future Land Use Map Amendment from Palm Beach County's Commercial High with an Underlying HR-8 (CH/8) to Local Retail Commercial (LRC) and rezoning from Palm Beach County's Commercial High Office (CHO) to Community Commercial District (C-3) consisting of approximately 0.36 acres, site is located at 3604 West Boynton Beach Boulevard, and a Variance request for a rear yard setback of 9.1 feet where 20 feet is require for an existing structure.

PROJECT DESCRIPTION

Property Owner:	OFS Property holdings LLC
Applicant:	Curaleaf Florida LLC
Address:	3604 West Boynton Beach Boulevard
Location:	The north side of Boynton Beach Boulevard, approximately 400 feet west of the Knuth Road and Boynton Beach Boulevard intersection.
Existing Land Use:	Palm Beach County Commercial High with an Underlying MR-8 (CH/8)
Proposed Land Use:	Local Retail Commercial (LRC)
Existing Zoning:	Palm Beach County Commercial High Office (CHO)

Proposed Zoning: Community Commercial (C-3)

Proposed Use: Medical Marijuana Treatment Center

Variance: A request for a 9.1 foot rear yard setback where 20 feet is required for the C-3 Zoning district for an existing structure.

Acreage: 0.36 acres

Adjacent Uses:

North: Multi-Family, FLUM classification of High Residential, 8 units per acre (HR-8).

South: Vacant, FLUM classification of Local Retail Commercial (LRC) and zoned Mixed-Use Suburban District (SMU).

East: Commercial, FLUM classification of Local Retail Commercial (LRC) and zoned Community Commercial (C-3)

West: Commercial, FLUM classification Commercial High, with an Underlying HR-8 (CH-8) and zoned Neighborhood Commercial District (CN)

BACKGROUND

The subject area is located in unincorporated Palm Beach County and is contiguous to the City of Boynton Beach on the eastern boundary. The site is currently has a Palm Beach County Future Land Use designation of CH/8 and is zoned Palm Beach County CHO. The parcel is currently developed with an existing 1,250 square foot structure with ancillary site improvements. The applicant has submitted an application to voluntarily annex the property into the City of Boynton Beach and change the future land use and zoning to LRC and C-3, respectively, which would permit a Medical Marijuana Treatment Center at this location.

An application for a voluntary annexation is required to be accompanied by a Future Land Use Map Amendment and Rezone. As such, the application is requesting a C-3 zoning designation. However, in order to rezone, the site must meet the requirements of the zoning district requested. As the site is already developed, the current location of the structure is 9.1 feet from the rear property line, while the C-3 zoning districts requires a minimum of 20 feet. The applicant is requesting a Variance for the rear yard setback of 9.1 feet where 20 feet is required.

Review of the proposed annexation by staff finds the application meets the statutory conditions: the parcel is contiguous to the City boundary and “reasonably compact” in that it does not create enclaves or pockets.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 21, 2025 staff sent a preliminary notification of the proposed annexation to the Palm Beach County Administrator and Planning Director and on September 12, 2025 notification of the Public Hearing was sent via certified mail. Comments will be provided to City Commission once received.

PROCESS

Since the size of the property under consideration does not exceed 50 acres, does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and is not located within an area of critical state concern, the proposed Future Land Use Map amendment is subject to the small-scale comprehensive plan amendment process per provisions of Chapter 163.3187, Florida Statutes.

REVIEW BASED ON CRITERIA FOR FUTURE LAND USE MAP AND REZONE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

This request is accompanied by a request for annexation. The parcel currently has a Palm Beach County zoning and future land use designation, which would not be appropriate once the property is annexed into the City. Furthermore, the location has existing uses and structures and is developed. The proposed FLU classifications and proposed zoning allow for existing uses to be in compliance.

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.4.1 *The City shall encourage a mixture of quality light industrial, commercial and office uses within commercial and industrial*

districts where such projects would not create significant land use conflicts and adequate public facilities are available to serve such uses.

Policy 1.9.1 *New development and redevelopment shall be consistent with the policies of the Future Land Use Element and conform to the Future Land Use Map or, if applicable, comply with the future land use recommendations of the CRA Community Redevelopment Plan and any future redevelopment plans.*

Policy 1.15.1 *The City shall continue to promote the orderly annexation of lands consistent with Chapter 171, Florida Statutes.*

Policy 1.15.3 *The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district. Reclassification and rezoning of properties annexed through city-initiated actions can be postponed for up to 6 months unless improvements are requested.*

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The area is currently developed with a land use pattern established for commercial along Boynton Beach Boulevard. While the request is a Future Land Use Map Amendment and Rezone, there is no real change to the use of the building.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLUM and Rezoning designations will compliment the existing uses of the area as the area is already developed. The rezone and FLUM are required to applied at time of annexation.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department. Potable water is available adjacent to the site.

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

Traffic. Seet attached Traffic Letter, no adverse impacts are expected.

f. Compatibility. *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The area in question is already developed and is consistent with surrounding development for commercial and residential development.

g. Economic Development Impact Determination for Conventional Zoning Districts. *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further Economic Development Program, but also determine whether the proposal would:*

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

The site is currently developed. If approved, the C-3 zoning district does not decrease any intensity or number of uses with high probable economic development benefits. If approved, the proposed use and any future modifications would benefit the City of Boynton Beach.

h. <u>Commercial and Industrial Land Supply.</u> *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposal is for an area that is already developed as commercial. No changes are anticipated at this time.

i. <u>Alternative Sites.</u> *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

There are not comparable sites (this is a site looking for a development option, rather than a use looking for a site). See criterion "a.".

j. <u>Master Plan and Site Plan Compliance with Land Development Regulations.</u> *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

Section 2.D.1.e states that "A master plan shall be required when a privately-initiated application is made to rezone lands to a planned zoning district." The proposed zoning district is a conventional zoning district, therefore this criterion does not apply.

REVIEW BASED ON CRITERIA FOR VARIANCE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article IV, Section 4.D. These criteria are required to be part of a staff analysis when the proposal does not meet a dimensional standards established by the Land Development Regulations.

a. That special circumstances exist that are peculiar to the building, structure, or service system involved, and which are not applicable to others;

The site is currently developed and was developed following Palm Beach County Regulations. The request is for Annexation, Future Land Use Map Amendment, and Rezone. The current structure has a rear setback of 9.1 feet where 20 feet is required.

In order to conform to the City of Boynton Beach Land Use Regulations, the applicant is required to request a Variance. If Variance is not approved, the application is deemed denied.

b. That the special conditions and circumstances do not result form the action or inaction of the applicant;
The current applicant is not responsible for the initial permitting of the structure which was completed in 1975.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures, or service systems;
The granting of the variance will not confer any special privilege as there is canal located between the rear of the property and the multi-family development to the north creating an additional large separation.

d. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system; and
The requested variance is the minimum necessary to maintain the existing structure and permit reasonable use of the existing property.

e. That the granting of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to the public health, safety, and general welfare.
Granting of the variance will be in harmony with the general intent and purpose of this Code which allows for flexibility in addressing unique site conditions and to facilitate orderly development.

RECOMMENDATION

Staff has reviewed the proposed Annexation, Future Land Use Map Amendment, and Rezone against the review criteria provided in Chapter 2, Article II, Section 2, Subsections A.3, B.3.c & D.3, and has reviewed the proposed Variance against the review criteria provided in Chapter 2, Article, IV, Section 4.D and has found the proposal to meet the aforementioned criteria. Therefore staff recommends that the request be approved.

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

10/ 7/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-032- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the Future Land Use Map of the City of Boynton Beach, Florida, for an approximately 0.36 acre parcel of real property located at 3604 Boynton Beach Boulevard, by changing the future land use classification from Palm Beach County's Commercial High with an underlying MR-8 (CH/8) to City of Boynton Beach's Local Retail Commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-032, at first reading.

Explanation of Request: The existing area is located in unincorporated Palm Beach County, which has contiguity with the City of Boynton Beach on the eastern boundary. The site currently has a Palm Beach County Future Land Use designation of Commercial High, with an underlying MR-8 (CH/8), and is zoned Palm Beach County's Commercial High Office (CHO). The application submitted is an application to voluntarily annex the property into the City of Boynton Beach and change the Future Land Use Map to Local Retail Commercial (LRC), which would permit the requested uses at this location.

How will this affect city programs or services? See Curaleaf Florida LLC Annexation for full analysis.

Account Line Item and Description: N/A

Fiscal Impact: See Curaleaf Florida LLC Annexation for full analysis.

Attachments:

Proposed_Ordinance_No._25-032- Curaleaf_Florida_Annexation_-_Future_Land_Use_Map_Amendment_Ordinance.docx
Staff Report - Curaleaf Florida, LLC
Exhibit A - Curaleaf Florida LLC Annexation - Legal Description and Survey
Exhibit B - Existing and Proposed Future Land Use Map
Business-impact-estimate_Agenda Item 3708-2025.docx

ORDINANCE NO. 25-032

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR AN APPROXIMATELY 0.36 ACRE PARCEL OF REAL PROPERTY LOCATED AT 3604 BOYNTON BEACH BOULEVARD, BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM PALM BEACH COUNTY'S COMMERCIAL HIGH WITH AN UNDERLYING MR-8 (CH/8) TO CITY OF BOYNTON BEACH'S LOCAL RETAIL COMMERCIAL (LRC); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted a Comprehensive Future Land Use Plan inclusive of a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the eastern boundary (the "Property"), more particularly described in Exhibit "A"; and

WHEREAS, the permitted uses within the Future Land Use Map category are compatible with the surrounding and existing land uses; and

WHEREAS, the Property owner has also applied to rezone the property from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3); and

WHEREAS, the procedure for amendment of a Future Land Use Element of a Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

WHEREAS, after public hearings, the City Commission, acting in its dual capacity as the Local Planning Agency and City Commission finds that the Future Land Use Map amendment is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed amendment complies with the City's Comprehensive Plan and consistent with Section 163.3184, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the Future Land Use Map amendment; and

WHEREAS, the City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations,

and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan as hereinafter provided.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. Ordinance No. 89-38 of the City is hereby amended to reflect the following: The City's Future Land Use Map is hereby amended from Palm Beach County's Future Land Use Designation of Commercial High with an Underlying MR-8 (CH/8) to City of Boynton Beach's Future Land Use Designation of Local Retail Commercial (LRC) for a parcel, as depicted in Exhibit "B."

Section 3: Amendment to Future Land Use Map. The Director of Planning and Zoning is further authorized to make the necessary changes as required to the Future Land Use Map to reflect the above stated change.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held

to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

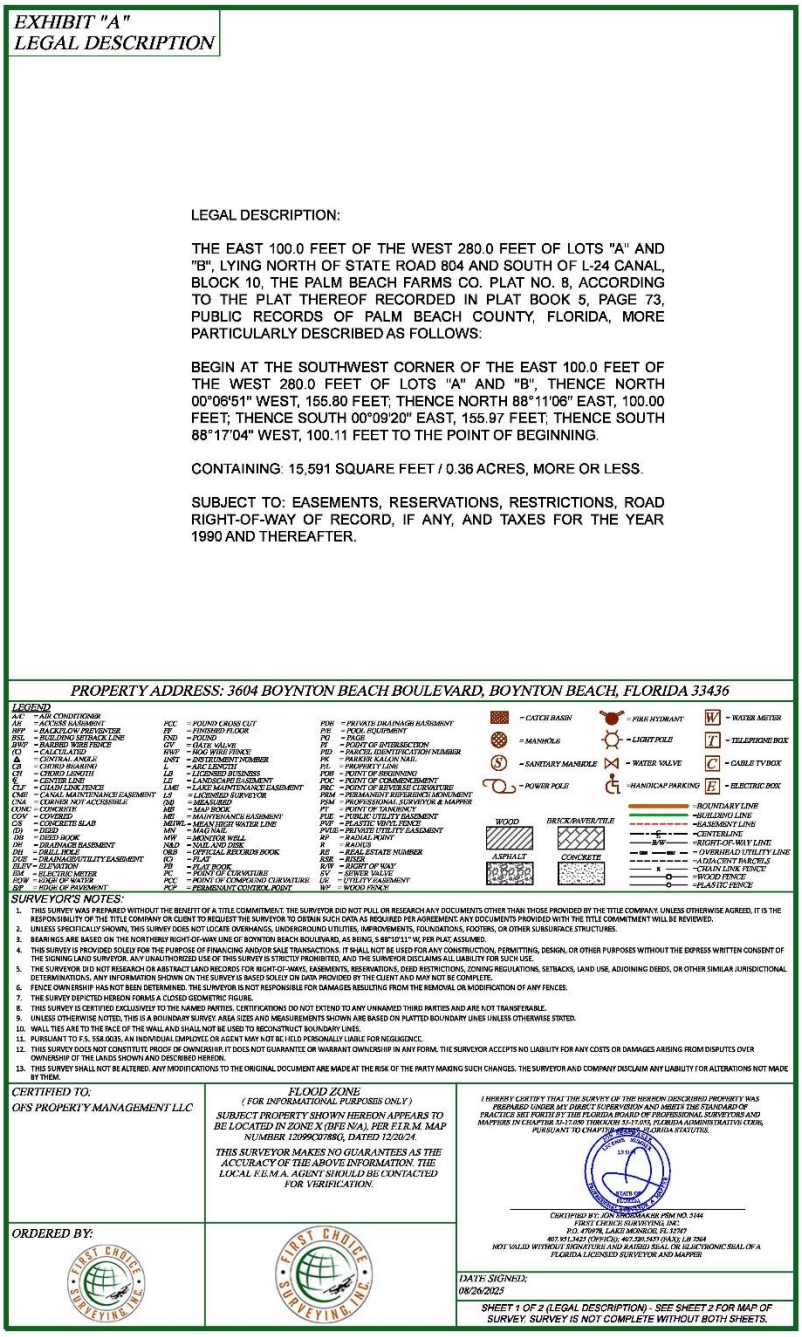


EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", THENCE NORTH 00°06'51" WEST, 155.80 FEET; THENCE NORTH 88°11'06" EAST, 100.00 FEET; THENCE SOUTH 00°09'20" EAST, 155.97 FEET; THENCE SOUTH 88°17'04" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

A/C = AIR CONDITIONER	FCC = FOUND CROSS CUT	PDM = PRIVATE DRAINAGE EASEMENT	CATCH BASIN	FIRE HYDRANT	W = WATER METER
AE = ACCESS EASEMENT	FF = FINISHED FLOOR	PE = POOL EQUIPMENT	MANHOLE	LIGHT POLE	T = TELEPHONE BOX
BFP = BACKFLOW PREVENTER	FND = FOUND	PG = PAGE	SANITARY MANHOLE	WATER VALVE	C = CABLE TV BOX
BSL = BUILDING SETBACK LINE	GV = GATE VALVE	PI = POINT OF INTERSECTION	POWER POLE	HANDICAP PARKING	E = ELECTRIC BOX
BWF = BARBED WIRE FENCE	HWF = HOG WIRE FENCE	PID = PARCEL IDENTIFICATION NUMBER			
(C) = CALCULATED	INST = INSTRUMENT NUMBER	PK = PARKER KALON NAIL			
Δ = CENTRAL ANGLE	L = ARC LENGTH	PL = PROPERTY LINE			
CB = CHORD BEARING	LB = LICENSED BUSINESS	POB = POINT OF BEGINNING			
CH = CHORD LENGTH	LE = LANDSCAPE EASEMENT	POC = POINT OF COMMENCEMENT			
℄ = CENTER LINE	LME = LAKE MAINTENANCE EASEMENT	PRC = POINT OF REVERSE CURVATURE			
CLF = CHAIN LINK FENCE	LS = LICENSED SURVEYOR	PRM = PERMANENT REFERENCE MONUMENT			
CME = CANAL MAINTENANCE EASEMENT	(M) = MEASURED	PSM = PROFESSIONAL SURVEYOR & MAPPER			
CNA = CORNER NOT ACCESSIBLE	MB = MAP BOOK	PT = POINT OF TANGENCY			
CONC = CONCRETE	ME = MAINTENANCE EASEMENT	PUE = PUBLIC UTILITY EASEMENT			
COV = COVERED	MEWL = MEAN HIGH WATER LINE	PVF = PLASTIC VINYL FENCE			
CS = CONCRETE SLAB	MN = MAG NAIL	PVUE = PRIVATE UTILITY EASEMENT			
(D) = DEED	MW = MONITOR WELL	RP = RADIAL POINT			
DB = DEED BOOK	N&D = NAIL AND DISK	R = RADIUS			
DE = DRAINAGE EASEMENT	OR/B = OFFICIAL RECORDS BOOK	RE = REAL ESTATE NUMBER			
DH = DRILL HOLE	(O) = PLAT	RSR = RISER			
DUE = DRAINAGE/UTILITY EASEMENT	PB = PLAT BOOK	R/W = RIGHT OF WAY			
ELEV = ELEVATION	PC = POINT OF CURVATURE	SV = SEWER VALVE			
EM = ELECTRIC METER	PCC = POINT OF COMPOUND CURVATURE	UE = UTILITY EASEMENT			
FDW = FOUND WATER	PCP = PERMANENT CONTROL POINT	WF = WOOD FENCE			

WOOD | BRICK/PAVER/TILE | ASPHALT | CONCRETE

-BOUNDARY LINE
-BUILDING LINE
-EASEMENT LINE
-CENTERLINE
-RIGHT-OF-WAY LINE
-OVERHEAD UTILITY LINE
-ADJACENT PARCELS
-CHAIN LINK FENCE
-WOOD FENCE
-PLASTIC FENCE

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS REQUIRED PER AGREEMENT. ANY DOCUMENTS PROVIDED WITH THE TITLE COMMITMENT WILL BE REVIEWED.
2. UNLESS SPECIFICALLY SHOWN, THIS SURVEY DOES NOT LOCATE OVERHANGS, UNDERGROUND UTILITIES, IMPROVEMENTS, FOUNDATIONS, FOOTERS, OR OTHER SUBSURFACE STRUCTURES.
3. BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD, AS BEING, S 88°10'11" W, PER PLAT, ASSUMED.
4. THIS SURVEY IS PROVIDED SOLELY FOR THE PURPOSE OF FINANCING AND/OR SALE TRANSACTIONS. IT SHALL NOT BE USED FOR ANY CONSTRUCTION, PERMITTING, DESIGN, OR OTHER PURPOSES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING LAND SURVEYOR. ANY UNAUTHORIZED USE OF THIS SURVEY IS STRICTLY PROHIBITED, AND THE SURVEYOR DISCLAIMS ALL LIABILITY FOR SUCH USE.
5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. ANY INFORMATION SHOWN ON THE SURVEY IS BASED SOLELY ON DATA PROVIDED BY THE CLIENT AND MAY NOT BE COMPLETE.
6. FENCE OWNERSHIP HAS NOT BEEN DETERMINED. THE SURVEYOR IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OR MODIFICATION OF ANY FENCES.
7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.
8. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO THE NAMED PARTIES. CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED THIRD PARTIES AND ARE NOT TRANSFERABLE.
9. UNLESS OTHERWISE NOTED, THIS IS A BOUNDARY SURVEY. AREA SIZES AND MEASUREMENTS SHOWN ARE BASED ON PLATTED BOUNDARY LINES UNLESS OTHERWISE STATED.
10. WALL TIES ARE TO THE FACE OF THE WALL AND SHALL NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
11. PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD PERSONALLY LIABLE FOR NEGLIGENCE.
12. THIS SURVEY DOES NOT CONSTITUTE PROOF OF OWNERSHIP. IT DOES NOT GUARANTEE OR WARRANT OWNERSHIP IN ANY FORM. THE SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING FROM DISPUTES OVER OWNERSHIP OF THE LANDS SHOWN AND DESCRIBED HEREON.
13. THIS SURVEY SHALL NOT BE ALTERED. ANY MODIFICATIONS TO THE ORIGINAL DOCUMENT ARE MADE AT THE RISK OF THE PARTY MAKING SUCH CHANGES. THE SURVEYOR AND COMPANY DISCLAIM ANY LIABILITY FOR ALTERATIONS NOT MADE BY THEM.

CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE:
(FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X (BFE N/A), PER F.I.R.M. MAP NUMBER 12099C0788G, DATED 12/20/24.
THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

CERTIFIED BY: JON SNOOKMAN, PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 470078, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.591.5471 (FAX); LB 7364
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

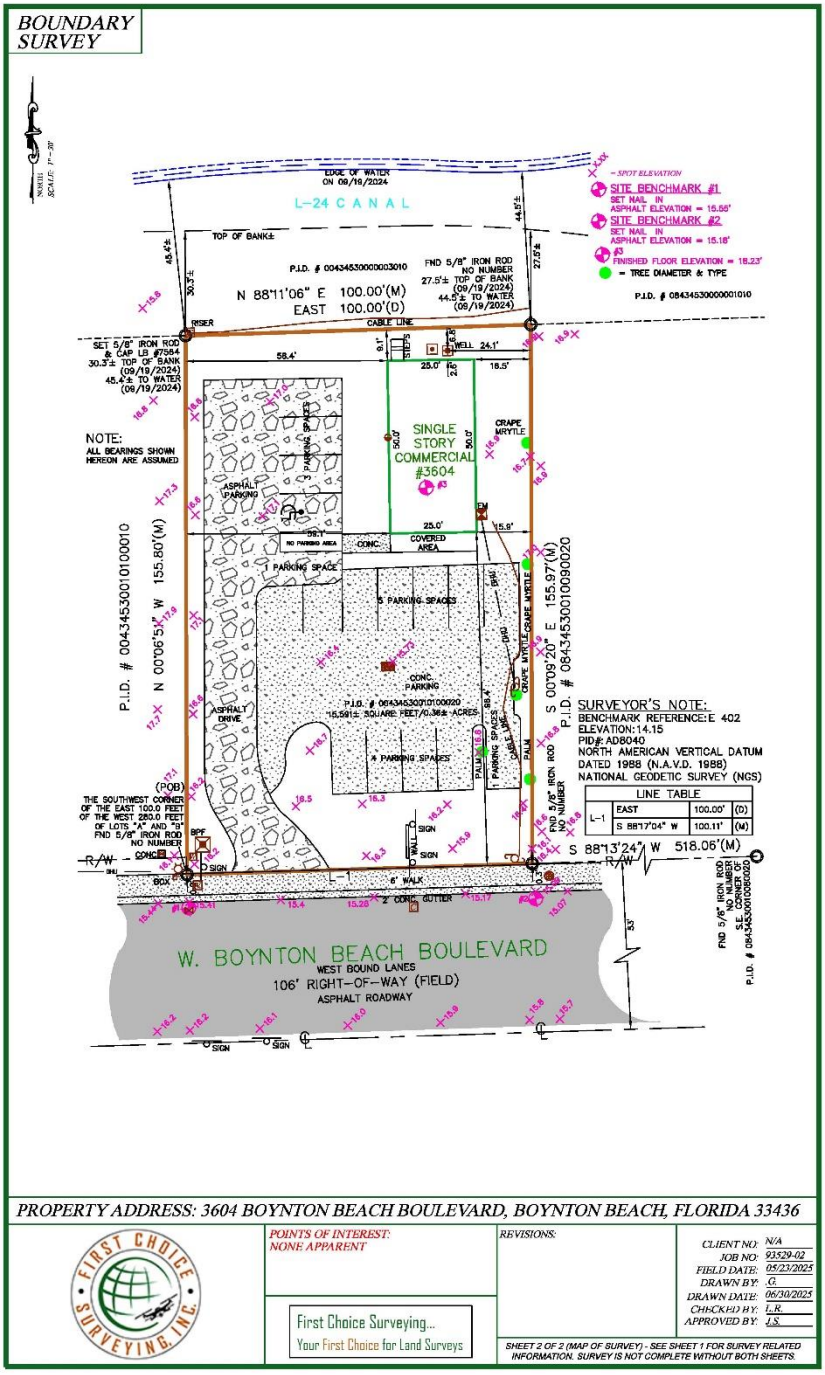
ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

09.23.25 (IG)

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.



09.23.25 (IG)

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Exhibit B
Future Land Use Map



CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.



CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Commissioners
THRU:	Amanda B. Radigan, AICP Director of Planning and Development
FROM:	Gabe Sevigny, Principal Planner
DATE:	September 30, 2025
PROJECT:	Curaleaf Florida LLC Annexation 2025.07.4275
REQUEST:	Approve Curaleaf Florida LLC request for Annexation of 0.36 acres, Future Land Use Map Amendment from Palm Beach County's Commercial High with an Underlying HR-8 (CH/8) to Local Retail Commercial (LRC) and rezoning from Palm Beach County's Commercial High Office (CHO) to Community Commercial District (C-3) consisting of approximately 0.36 acres, site is located at 3604 West Boynton Beach Boulevard, and a Variance request for a rear yard setback of 9.1 feet where 20 feet is require for an existing structure.

PROJECT DESCRIPTION

Property Owner:	OFS Property holdings LLC
Applicant:	Curaleaf Florida LLC
Address:	3604 West Boynton Beach Boulevard
Location:	The north side of Boynton Beach Boulevard, approximately 400 feet west of the Knuth Road and Boynton Beach Boulevard intersection.
Existing Land Use:	Palm Beach County Commercial High with an Underlying MR-8 (CH/8)
Proposed Land Use:	Local Retail Commercial (LRC)
Existing Zoning:	Palm Beach County Commercial High Office (CHO)

Proposed Zoning: Community Commercial (C-3)

Proposed Use: Medical Marijuana Treatment Center

Variance: A request for a 9.1 foot rear yard setback where 20 feet is required for the C-3 Zoning district for an existing structure.

Acreage: 0.36 acres

Adjacent Uses:

North: Multi-Family, FLUM classification of High Residential, 8 units per acre (HR-8).

South: Vacant, FLUM classification of Local Retail Commercial (LRC) and zoned Mixed-Use Suburban District (SMU).

East: Commercial, FLUM classification of Local Retail Commercial (LRC) and zoned Community Commercial (C-3)

West: Commercial, FLUM classification Commercial High, with an Underlying HR-8 (CH-8) and zoned Neighborhood Commercial District (CN)

BACKGROUND

The subject area is located in unincorporated Palm Beach County and is contiguous to the City of Boynton Beach on the eastern boundary. The site is currently has a Palm Beach County Future Land Use designation of CH/8 and is zoned Palm Beach County CHO. The parcel is currently developed with an existing 1,250 square foot structure with ancillary site improvements. The applicant has submitted an application to voluntarily annex the property into the City of Boynton Beach and change the future land use and zoning to LRC and C-3, respectively, which would permit a Medical Marijuana Treatment Center at this location.

An application for a voluntary annexation is required to be accompanied by a Future Land Use Map Amendment and Rezone. As such, the application is requesting a C-3 zoning designation. However, in order to rezone, the site must meet the requirements of the zoning district requested. As the site is already developed, the current location of the structure is 9.1 feet from the rear property line, while the C-3 zoning districts requires a minimum of 20 feet. The applicant is requesting a Variance for the rear yard setback of 9.1 feet where 20 feet is required.

Review of the proposed annexation by staff finds the application meets the statutory conditions: the parcel is contiguous to the City boundary and “reasonably compact” in that it does not create enclaves or pockets.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 21, 2025 staff sent a preliminary notification of the proposed annexation to the Palm Beach County Administrator and Planning Director and on September 12, 2025 notification of the Public Hearing was sent via certified mail. Comments will be provided to City Commission once received.

PROCESS

Since the size of the property under consideration does not exceed 50 acres, does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and is not located within an area of critical state concern, the proposed Future Land Use Map amendment is subject to the small-scale comprehensive plan amendment process per provisions of Chapter 163.3187, Florida Statutes.

REVIEW BASED ON CRITERIA FOR FUTURE LAND USE MAP AND REZONE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

This request is accompanied by a request for annexation. The parcel currently has a Palm Beach County zoning and future land use designation, which would not be appropriate once the property is annexed into the City. Furthermore, the location has existing uses and structures and is developed. The proposed FLU classifications and proposed zoning allow for existing uses to be in compliance.

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.4.1 *The City shall encourage a mixture of quality light industrial, commercial and office uses within commercial and industrial*

districts where such projects would not create significant land use conflicts and adequate public facilities are available to serve such uses.

Policy 1.9.1 *New development and redevelopment shall be consistent with the policies of the Future Land Use Element and conform to the Future Land Use Map or, if applicable, comply with the future land use recommendations of the CRA Community Redevelopment Plan and any future redevelopment plans.*

Policy 1.15.1 *The City shall continue to promote the orderly annexation of lands consistent with Chapter 171, Florida Statutes.*

Policy 1.15.3 *The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district. Reclassification and rezoning of properties annexed through city-initiated actions can be postponed for up to 6 months unless improvements are requested.*

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The area is currently developed with a land use pattern established for commercial along Boynton Beach Boulevard. While the request is a Future Land Use Map Amendment and Rezone, there is no real change to the use of the building.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLUM and Rezoning designations will compliment the existing uses of the area as the area is already developed. The rezone and FLUM are required to applied at time of annexation.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department. Potable water is available adjacent to the site.

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

Traffic. Seet attached Traffic Letter, no adverse impacts are expected.

f. Compatibility. *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The area in question is already developed and is consistent with surrounding development for commercial and residential development.

g. Economic Development Impact Determination for Conventional Zoning Districts. *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further Economic Development Program, but also determine whether the proposal would:*

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

The site is currently developed. If approved, the C-3 zoning district does not decrease any intensity or number of uses with high probable economic development benefits. If approved, the proposed use and any future modifications would benefit the City of Boynton Beach.

h. <u>Commercial and Industrial Land Supply.</u> *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposal is for an area that is already developed as commercial. No changes are anticipated at this time.

i. <u>Alternative Sites.</u> *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

There are not comparable sites (this is a site looking for a development option, rather than a use looking for a site). See criterion "a.".

j. <u>Master Plan and Site Plan Compliance with Land Development Regulations.</u> *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

Section 2.D.1.e states that "A master plan shall be required when a privately-initiated application is made to rezone lands to a planned zoning district." The proposed zoning district is a conventional zoning district, therefore this criterion does not apply.

REVIEW BASED ON CRITERIA FOR VARIANCE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article IV, Section 4.D. These criteria are required to be part of a staff analysis when the proposal does not meet a dimensional standards established by the Land Development Regulations.

a. That special circumstances exist that are peculiar to the building, structure, or service system involved, and which are not applicable to others;

The site is currently developed and was developed following Palm Beach County Regulations. The request is for Annexation, Future Land Use Map Amendment, and Rezone. The current structure has a rear setback of 9.1 feet where 20 feet is required.

In order to conform to the City of Boynton Beach Land Use Regulations, the applicant is required to request a Variance. If Variance is not approved, the application is deemed denied.

b. That the special conditions and circumstances do not result form the action or inaction of the applicant;
The current applicant is not responsible for the initial permitting of the structure which was completed in 1975.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures, or service systems;
The granting of the variance will not confer any special privilege as there is canal located between the rear of the property and the multi-family development to the north creating an additional large separation.

d. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system; and
The requested variance is the minimum necessary to maintain the existing structure and permit reasonable use of the existing property.

e. That the granting of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to the public health, safety, and general welfare.
Granting of the variance will be in harmony with the general intent and purpose of this Code which allows for flexibility in addressing unique site conditions and to facilitate orderly development.

RECOMMENDATION

Staff has reviewed the proposed Annexation, Future Land Use Map Amendment, and Rezone against the review criteria provided in Chapter 2, Article II, Section 2, Subsections A.3, B.3.c & D.3, and has reviewed the proposed Variance against the review criteria provided in Chapter 2, Article, IV, Section 4.D and has found the proposal to meet the aforementioned criteria. Therefore staff recommends that the request be approved.

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", THENCE NORTH 00°06'51" WEST, 155.80 FEET; THENCE NORTH 88°11'06" EAST, 100.00 FEET; THENCE SOUTH 00°09'20" EAST, 155.97 FEET; THENCE SOUTH 88°17'04" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

A/C	= AIR CONDITIONER	FCC	= FOUND CROSS CUT	PDE	= PRIVATE DRAINAGE EASEMENT		
AE	= ACCESS EASEMENT	FF	= FINISHED FLOOR	P/E	= POOL EQUIPMENT		
BFP	= BACKFLOW PREVENTER	FND	= FOUND	PG	= PAGE		
BSL	= BUILDING SETBACK LINE	GV	= GATE VALVE	PI	= POINT OF INTERSECTION		
BWF	= BARBED WIRE FENCE	HWF	= HOG WIRE FENCE	PID	= PARCEL IDENTIFICATION NUMBER		
(C)	= CALCULATED	INST	= INSTRUMENT NUMBER	PK	= PARKER KALON NAIL		
Δ	= CENTRAL ANGLE	L	= ARC LENGTH	P/L	= PROPERTY LINE		
CB	= CHORD BEARING	LB	= LICENSED BUSINESS	POB	= POINT OF BEGINNING		
CH	= CHORD LENGTH	LE	= LANDSCAPE EASEMENT	POC	= POINT OF COMMENCEMENT		
℄	= CENTER LINE	LME	= LAKE MAINTENANCE EASEMENT	PRC	= POINT OF REVERSE CURVATURE		
CLF	= CHAIN LINK FENCE	LS	= LICENSED SURVEYOR	PRM	= PERMANENT REFERENCE MONUMENT		
CME	= CANAL MAINTENANCE EASEMENT	(M)	= MEASURED	PSM	= PROFESSIONAL SURVEYOR & MAPPER		
CNA	= CORNER NOT ACCESSIBLE	MB	= MAP BOOK	PT	= POINT OF TANGENCY		
CONC	= CONCRETE	ME	= MAINTENANCE EASEMENT	PUE	= PUBLIC UTILITY EASEMENT		
COV	= COVERED	MHWL	= MEAN HIGH WATER LINE	PVF	= PLASTIC VINYL FENCE		
C/S	= CONCRETE SLAB	MN	= MAG NAIL	PVUE	= PRIVATE UTILITY EASEMENT		
(D)	= DEED	MW	= MONITOR WELL	RP	= RADIAL POINT		
DB	= DEED BOOK	N&D	= NAIL AND DISK	R	= RADIUS		
DE	= DRAINAGE EASEMENT	ORB	= OFFICIAL RECORDS BOOK	RE	= REAL ESTATE NUMBER		
DH	= DRILL HOLE	(C)	= PLAT	RSR	= RISER		
DUE	= DRAINAGE/UTILITY EASEMENT	PB	= PLAT BOOK	R/W	= RIGHT OF WAY		
ELEV	= ELEVATION	PC	= POINT OF CURVATURE	SV	= SEWER VALVE		
EM	= ELECTRIC METER	PCC	= POINT OF COMPOUND CURVATURE	UE	= UTILITY EASEMENT		
EOW	= EDGE OF WATER	PCP	= PERMENANT CONTROL POINT	WF	= WOOD FENCE		
E/P	= EDGE OF PAVEMENT						

= CATCH BASIN
= FIRE HYDRANT
W = WATER METER
= MANHOLE
= LIGHT POLE
T = TELEPHONE BOX
S = SANITARY MANHOLE
= WATER VALVE
C = CABLE TV BOX
= POWER POLE
=HANDICAP PARKING
E = ELECTRIC BOX

WOOD
BRICK/PAVER/TILE
ASPHALT
CONCRETE

=BOUNDARY LINE
=BUILDING LINE
=EASEMENT LINE
℄ =CENTERLINE
R/W =RIGHT-OF-WAY LINE
OHU OHU = OVERHEAD UTILITY LINE
=ADJACENT PARCELS
X =CHAIN LINK FENCE
=WOOD FENCE
=PLASTIC FENCE

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS REQUIRED PER AGREEMENT. ANY DOCUMENTS PROVIDED WITH THE TITLE COMMITMENT WILL BE REVIEWED.
2. UNLESS SPECIFICALLY SHOWN, THIS SURVEY DOES NOT LOCATE OVERHANGS, UNDERGROUND UTILITIES, IMPROVEMENTS, FOUNDATIONS, FOOTERS, OR OTHER SUBSURFACE STRUCTURES.
3. BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD, AS BEING, S 88°10'11" W, PER PLAT, ASSUMED.
4. THIS SURVEY IS PROVIDED SOLELY FOR THE PURPOSE OF FINANCING AND/OR SALE TRANSACTIONS. IT SHALL NOT BE USED FOR ANY CONSTRUCTION, PERMITTING, DESIGN, OR OTHER PURPOSES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING LAND SURVEYOR. ANY UNAUTHORIZED USE OF THIS SURVEY IS STRICTLY PROHIBITED, AND THE SURVEYOR DISCLAIMS ALL LIABILITY FOR SUCH USE.
5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. ANY INFORMATION SHOWN ON THE SURVEY IS BASED SOLELY ON DATA PROVIDED BY THE CLIENT AND MAY NOT BE COMPLETE.
6. FENCE OWNERSHIP HAS NOT BEEN DETERMINED. THE SURVEYOR IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OR MODIFICATION OF ANY FENCES.
7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.
8. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO THE NAMED PARTIES. CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED THIRD PARTIES AND ARE NOT TRANSFERABLE.
9. UNLESS OTHERWISE NOTED, THIS IS A BOUNDARY SURVEY. AREA SIZES AND MEASUREMENTS SHOWN ARE BASED ON PLATTED BOUNDARY LINES UNLESS OTHERWISE STATED.
10. WALL TIES ARE TO THE FACE OF THE WALL AND SHALL NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
11. PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD PERSONALLY LIABLE FOR NEGLIGENCE.
12. THIS SURVEY DOES NOT CONSTITUTE PROOF OF OWNERSHIP. IT DOES NOT GUARANTEE OR WARRANT OWNERSHIP IN ANY FORM. THE SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING FROM DISPUTES OVER OWNERSHIP OF THE LANDS SHOWN AND DESCRIBED HEREON.
13. THIS SURVEY SHALL NOT BE ALTERED. ANY MODIFICATIONS TO THE ORIGINAL DOCUMENT ARE MADE AT THE RISK OF THE PARTY MAKING SUCH CHANGES. THE SURVEYOR AND COMPANY DISCLAIM ANY LIABILITY FOR ALTERATIONS NOT MADE BY THEM.

CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X (BFE N/A), PER F.I.R.M. MAP NUMBER 12099C0788G, DATED 12/20/24.

THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

JON SHOEMAKER LICENSE NUMBER LS 5144 STATE OF FLORIDA SURVEYOR & MAPPER

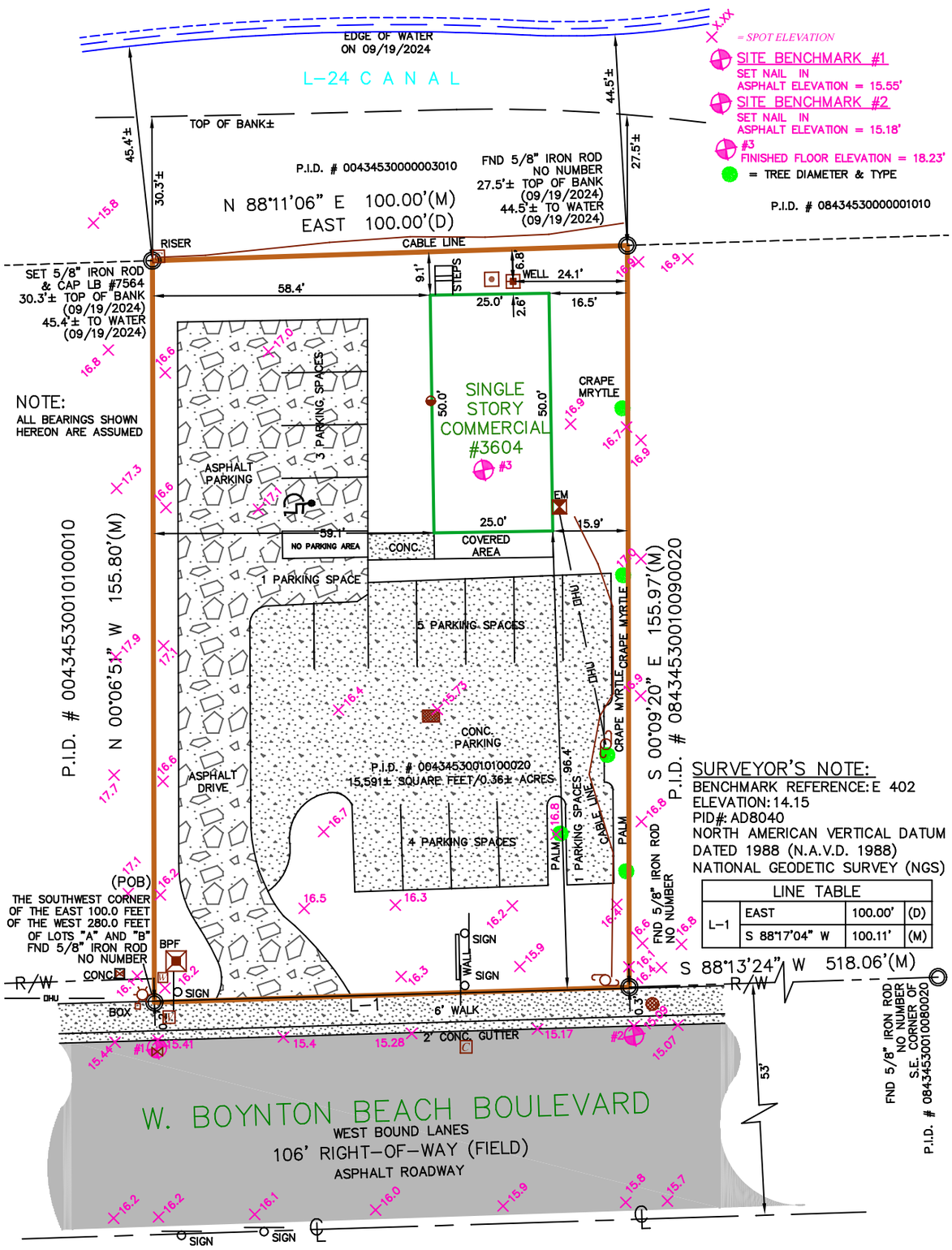
CERTIFIED BY: JON SHOEMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 470978, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.320.5453 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

BOUNDARY SURVEY



SURVEYOR'S NOTE:

BENCHMARK REFERENCE: E 402
ELEVATION: 14.15
PID#: AD8040
NORTH AMERICAN VERTICAL DATUM
DATED 1988 (N.A.V.D. 1988)
NATIONAL GEODETIC SURVEY (NGS)

LINE TABLE			
L-1	EAST	100.00'	(D)
	S 88°17'04" W	100.11'	(M)

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

FIRST CHOICE SURVEYING, INC.

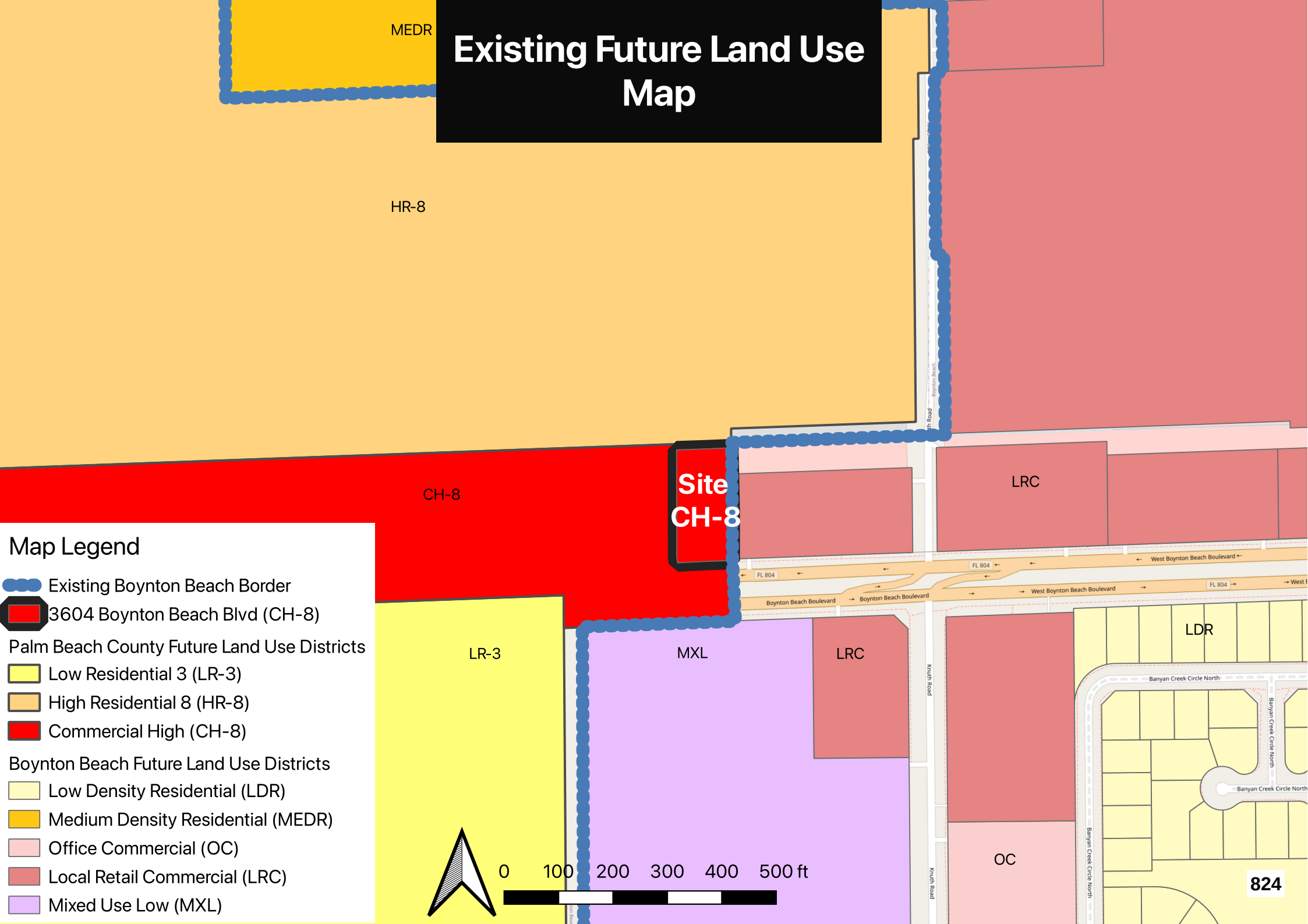
POINTS OF INTEREST:
NONE APPARENT

First Choice Surveying...
Your First Choice for Land Surveys

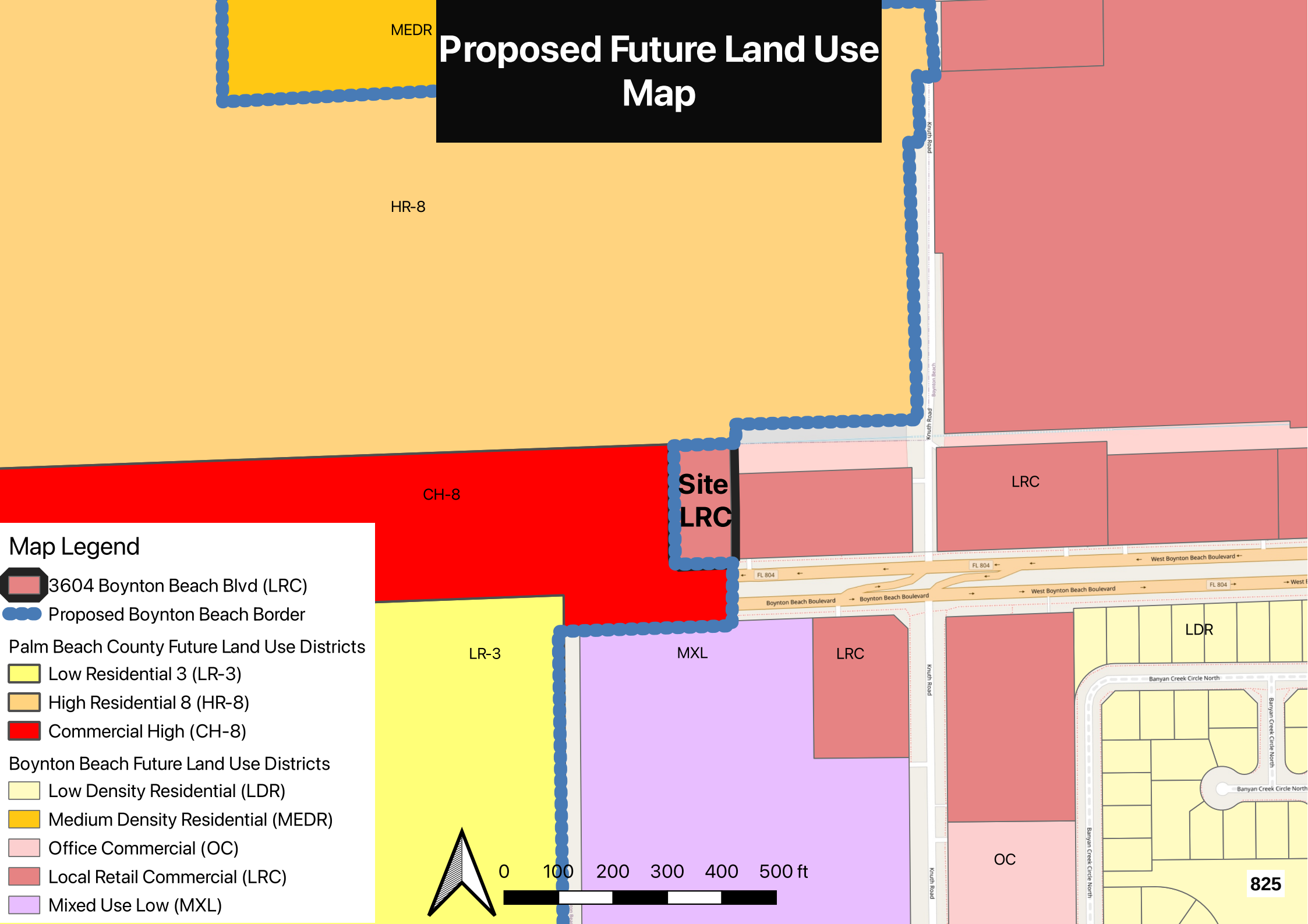
REVISIONS:

CLIENT NO:	N/A
JOB NO:	93529-02
FIELD DATE:	05/23/2025
DRAWN BY:	.G.
DRAWN DATE:	06/30/2025
CHECKED BY:	L.R.
APPROVED BY:	J.S.

SHEET 2 OF 2 (MAP OF SURVEY) - SEE SHEET 1 FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.


Existing Future Land Use Map
MEDR
HR-8
CH-8
Site
CH-8
LRC
LR-3
MXL
LRC
LDR
OC
Boynton Beach Boulevard
West Boynton Beach Boulevard
FL 804
Knuth Road
Banyan Creek Circle North
824
Map Legend
Existing Boynton Beach Border
3604 Boynton Beach Blvd (CH-8)
Palm Beach County Future Land Use Districts
Low Residential 3 (LR-3)
High Residential 8 (HR-8)
Commercial High (CH-8)
Boynton Beach Future Land Use Districts
Low Density Residential (LDR)
Medium Density Residential (MEDR)
Office Commercial (OC)
Local Retail Commercial (LRC)
Mixed Use Low (MXL)
0 100 200 300 400 500 ft

Proposed Future Land Use Map



Map Legend

- 3604 Boynton Beach Blvd (LRC)
- Proposed Boynton Beach Border

Palm Beach County Future Land Use Districts

- Low Residential 3 (LR-3)
- High Residential 8 (HR-8)
- Commercial High (CH-8)

Boynton Beach Future Land Use Districts

- Low Density Residential (LDR)
- Medium Density Residential (MEDR)
- Office Commercial (OC)
- Local Retail Commercial (LRC)
- Mixed Use Low (MXL)

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR AN APPROXIMATELY XXX ACRE PARCEL OF REAL PROPERTY LOCATED AT 3604 BOYNTON BEACH BOULEVARD, BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM PALM BEACH COUNTY'S COMMERCIAL HIGH WITH AN UNDERLYING MR-8 (CH/8) TO CITY OF BOYNTON BEACH'S LOCAL RETAIL COMMERCIAL (LRC); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In association with the Curaleaf Florida LLC Annexation, a property located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the eastern boundary is required to rezone from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3). The site currently has a Palm Beach County Future Land Use designation of Commercial High with an Underlying MR-8 (CH/8). The proposed amendment is to change the Future Land Use Map to City of Boynton Beach's Local Retail Commercial (LRC), which would permit the requested uses at this location. The City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations, and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
10/ 7/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Proposed Ordinance No. 25-033- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Curaleaf Florida LLC annexation, amending ordinance no. 02-013 to rezone approximately 0.36 acres of unincorporated territory located at 3604 Boynton Beach Boulevard, from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-033, at first reading.

Explanation of Request: The existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the eastern boundary. The site is currently zoned Palm Beach County's Commercial High Office (CHO). While there is a concurrent application for annexation, a site is required to be rezoned to the City of Boynton Beach's zoning classification at the time of annexation. The request is for a rezone to City of Boynton Beach's Community Commercial (C-3) in association with the Curaleaf Florida LLC Annexation and is consistent with the current uses of the site and adjacent properties.

How will this affect city programs or services? See Curaleaf Florida LLC for full analysis.

Account Line Item and Description: N/A

Fiscal Impact: See Curaleaf Florida LLC for full analysis.

Attachments:
Ordinance_No._25-033- Curaleaf_Glorida_LLC_Annexation_-_Rezoning_CHO_to_C-3.docx
Staff Report - Curaleaf_Florida, LLC.doc
Exhibit A - Curaleaf Florida LLC Annexation - Legal Description and Survey
Exhibit B - Existing and Proposed Zoning Map
Business-impact-estimate_Agenda Item 3709-2025.docx

ORDINANCE NO. 25-033

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, IN ASSOCIATION WITH THE CURALEAF FLORIDA LLC ANNEXATION, AMENDING ORDINANCE NO. 02-013 TO REZONE APPROXIMATELY 0.36 ACRES OF UNINCORPORATED TERRITORY LOCATED AT 3604 BOYNTON BEACH BOULEVARD, FROM PALM BEACH COUNTY'S COMMERCIAL HIGH OFFICE (CHO) TO CITY OF BOYNTON BEACH'S COMMUNITY COMMERCIAL DISTRICT (C-3); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted Ordinance No. 02-013, establishing an official zoning map of the City; and

WHEREAS, the existing area is located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the eastern boundary and is generally located at 3604 Boynton Beach Boulevard (the "Property"), more particularly described in Exhibit "A"; and

WHEREAS, in association with the Curaleaf Florida LLC annexation, the Property is required to rezone from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3); and

WHEREAS, the City Commission, sitting as the Local Planning Agency at a properly advertised hearing received testimony and evidence related to the application and found that the rezoning is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed rezoning is consistent with an amendment to the Future Land Use Map, which was contemporaneously considered and approved by the City Commission, complies with the City's Comprehensive Plan, and is consistent with Chapter 163, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the rezoning; and

WHEREAS, the City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map as further set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. The Property described in Exhibit A is hereby rezoned from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3), and the City's Official Zoning Map shall be amended accordingly.

Section 3: Amendment to Zoning Map. The Director of Planning and Zoning is further authorized to make the necessary changes, as depicted in Exhibit B, as required to the City's Official Zoning Map to reflect the above-stated changes.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

Signatures on following page

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

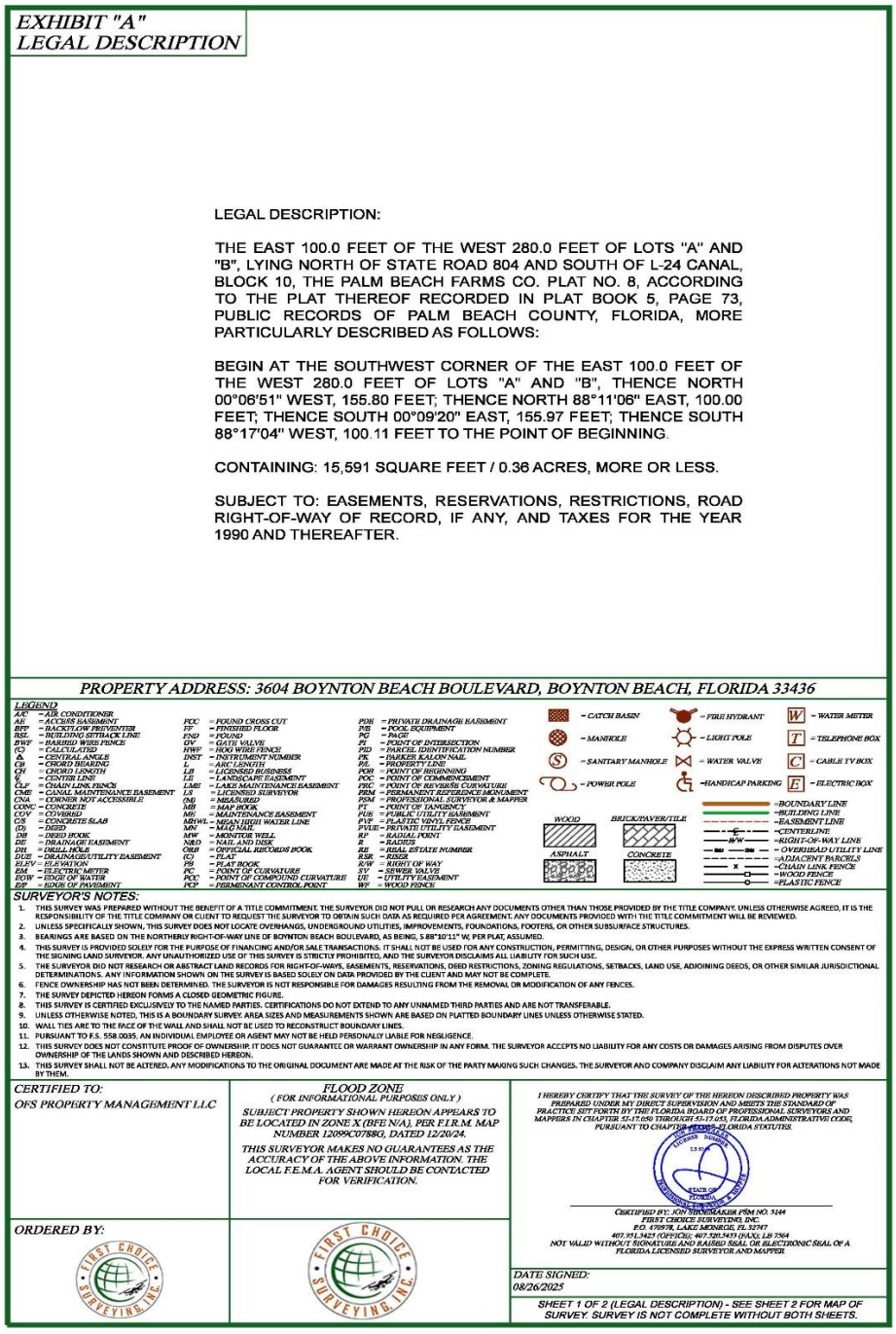


EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", THENCE NORTH 00°06'51" WEST, 155.80 FEET; THENCE NORTH 88°11'06" EAST, 100.00 FEET; THENCE SOUTH 00°09'20" EAST, 155.97 FEET; THENCE SOUTH 88°17'04" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

AC	= AIR CONDITIONER	POC	= FOUND CROSS CUT	PDR	= PRIVATE DRAINAGE EASEMENT		
AE	= ACCESS EASEMENT	FF	= FINISHED FLOOR	PE	= POOL EQUIPMENT		
BFP	= BACKFLOW PREVENTER	FND	= FOUND	PG	= PAGE		
BSL	= BUILDING SETBACK LINE	GV	= GATE VALVE	PI	= POINT OF INTERSECTION		
BWF	= BARBED WIRE FENCE	HWF	= HOG WIRE FENCE	PID	= PARCEL IDENTIFICATION NUMBER		
(C)	= CALCULATED	INST	= INSTRUMENT NUMBER	PK	= PARKER KALON NAIL		
Δ	= CENTRAL ANGLE	L	= ARC LENGTH	PL	= PROPERTY LINE		
CB	= CHORD BEARING	LB	= LICENSED BUSINESS	POB	= POINT OF BEGINNING		
CH	= CHORD LENGTH	LE	= LANDSCAPE EASEMENT	POC	= POINT OF COMMENCEMENT		
℄	= CENTER LINE	LME	= LAKE MAINTENANCE EASEMENT	PRC	= POINT OF REVERSE CURVATURE		
CLF	= CHAIN LINK FENCE	LS	= LICENSED SURVEYOR	PRM	= PERMANENT REFERENCE MONUMENT		
CME	= CANAL MAINTENANCE EASEMENT	(M)	= MEASURED	PSM	= PROFESSIONAL SURVEYOR & MAPPER		
CNA	= CORNER NOT ACCESSIBLE	MB	= MAP BOOK	PT	= POINT OF TANGENCY		
CONC	= CONCRETE	ME	= MAINTENANCE EASEMENT	PUE	= PUBLIC UTILITY EASEMENT		
COV	= COVERED	MHWL	= MEAN HIGH WATER LINE	PVF	= PLASTIC VINYL FENCE		
CS	= CONCRETE SLAB	MV	= MAG NAIL	PVUE	= PRIVATE UTILITY EASEMENT		
(D)	= DEED	MW	= MONITOR WELL	RP	= RADIAL POINT		
DB	= DEED BOOK	N&D	= NAIL AND DISK	R	= RADIUS		
DE	= DRAINAGE EASEMENT	ORB	= OFFICIAL RECORDS BOOK	RE	= REAL ESTATE NUMBER		
DH	= DRILL HOLE	(S)	= PLAT	RSR	= RISER		
DUE	= DRAINAGE/UTILITY EASEMENT	PB	= PLAT BOOK	R/W	= RIGHT OF WAY		
ELEV	= ELEVATION	PC	= POINT OF CURVATURE	SV	= SEWER VALVE		
EM	= ELECTRIC METER	PCC	= POINT OF COMPOUND CURVATURE	UE	= UTILITY EASEMENT		
EOW	= EDGE OF WATER	PCP	= PERMENANT CONTROL POINT	WF	= WOOD FENCE		
EP	= EDGE OF PAVEMENT						

= CATCH BASIN
= MANHOLE
= SANITARY MANHOLE
= POWER POLE
= FIRE HYDRANT
= LIGHT POLE
= WATER VALVE
= HANDICAP PARKING
= WATER METER
= TELEPHONE BOX
= CABLE TV BOX
= ELECTRIC BOX
WOOD
BRICK/PAVER/TILE
ASPHALT
CONCRETE
= BOUNDARY LINE
= BUILDING LINE
= EASEMENT LINE
= CENTERLINE
= RIGHT-OF-WAY LINE
= OVERHEAD UTILITY LINE
= ADJACENT PARCELS
= CHAIN LINK FENCE
= WOOD FENCE
= PLASTIC FENCE

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS REQUIRED PER AGREEMENT. ANY DOCUMENTS PROVIDED WITH THE TITLE COMMITMENT WILL BE REVIEWED.
2. UNLESS SPECIFICALLY SHOWN, THIS SURVEY DOES NOT LOCATE OVERHANGS, UNDERGROUND UTILITIES, IMPROVEMENTS, FOUNDATIONS, FOOTERS, OR OTHER SUBSURFACE STRUCTURES.
3. BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD, AS BEING, S 88°10'11" W, PER PLAT, ASSUMED.
4. THIS SURVEY IS PROVIDED SOLELY FOR THE PURPOSE OF FINANCING AND/OR SALE TRANSACTIONS. IT SHALL NOT BE USED FOR ANY CONSTRUCTION, PERMITTING, DESIGN, OR OTHER PURPOSES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING LAND SURVEYOR. ANY UNAUTHORIZED USE OF THIS SURVEY IS STRICTLY PROHIBITED, AND THE SURVEYOR DISCLAIMS ALL LIABILITY FOR SUCH USE.
5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. ANY INFORMATION SHOWN ON THE SURVEY IS BASED SOLELY ON DATA PROVIDED BY THE CLIENT AND MAY NOT BE COMPLETE.
6. FENCE OWNERSHIP HAS NOT BEEN DETERMINED. THE SURVEYOR IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OR MODIFICATION OF ANY FENCES.
7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.
8. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO THE NAMED PARTIES. CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED THIRD PARTIES AND ARE NOT TRANSFERABLE.
9. UNLESS OTHERWISE NOTED, THIS IS A BOUNDARY SURVEY. AREA SIZES AND MEASUREMENTS SHOWN ARE BASED ON PLATTED BOUNDARY LINES UNLESS OTHERWISE STATED.
10. WALL TIES ARE TO THE FACE OF THE WALL AND SHALL NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
11. PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD PERSONALLY LIABLE FOR NEGLIGENCE.
12. THIS SURVEY DOES NOT CONSTITUTE PROOF OF OWNERSHIP. IT DOES NOT GUARANTEE OR WARRANT OWNERSHIP IN ANY FORM. THE SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING FROM DISPUTES OVER OWNERSHIP OF THE LANDS SHOWN AND DESCRIBED HEREON.
13. THIS SURVEY SHALL NOT BE ALTERED. ANY MODIFICATIONS TO THE ORIGINAL DOCUMENT ARE MADE AT THE RISK OF THE PARTY MAKING SUCH CHANGES. THE SURVEYOR AND COMPANY DISCLAIM ANY LIABILITY FOR ALTERATIONS NOT MADE BY THEM.

CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)
SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X (BFE N/A), PER F.I.R.M. MAP NUMBER 12099C0758G, DATED 12/20/24.
THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

CERTIFIED BY: JON STICKMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 479978, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.520.5433 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

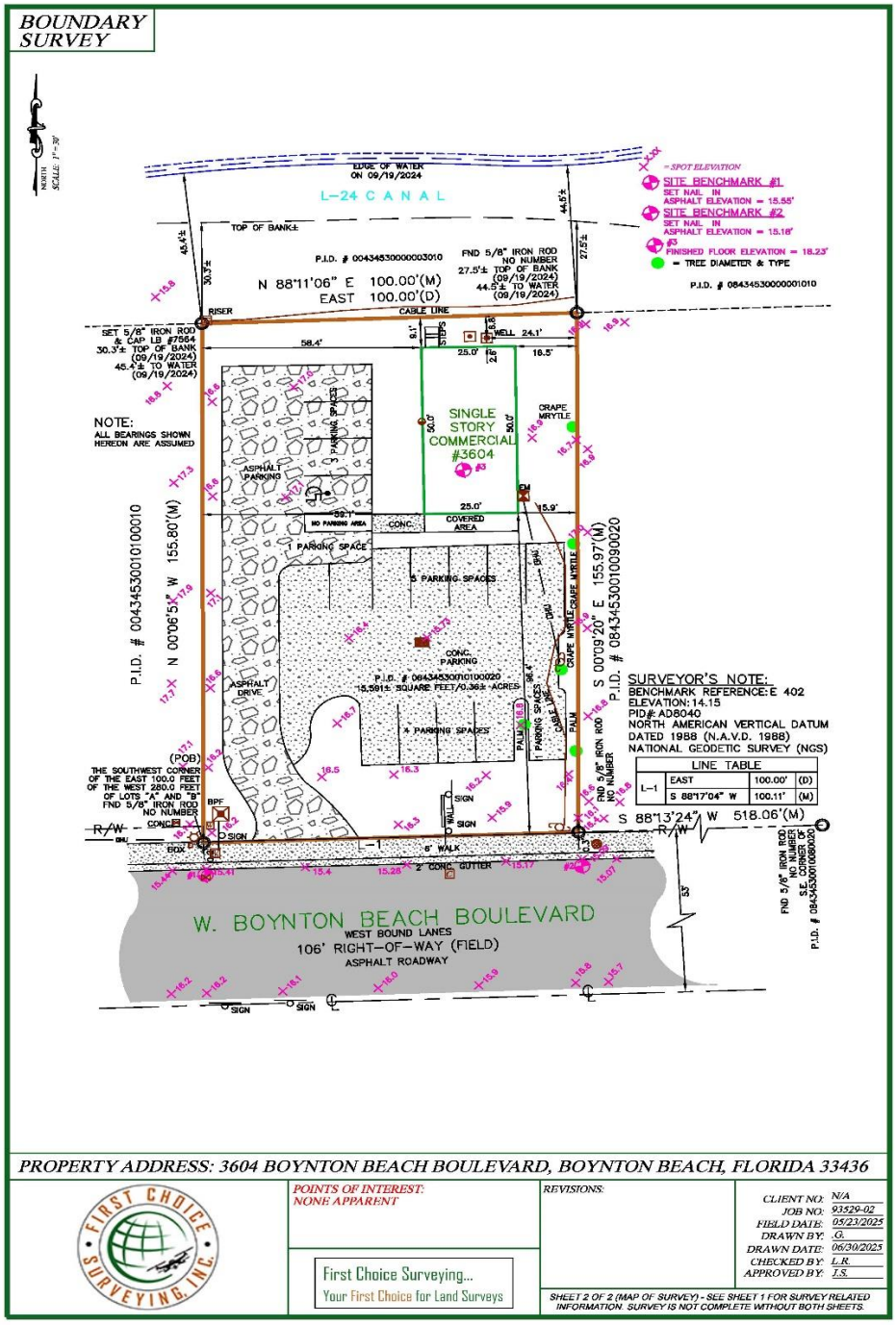
ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

09.23.25 (IG)

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.



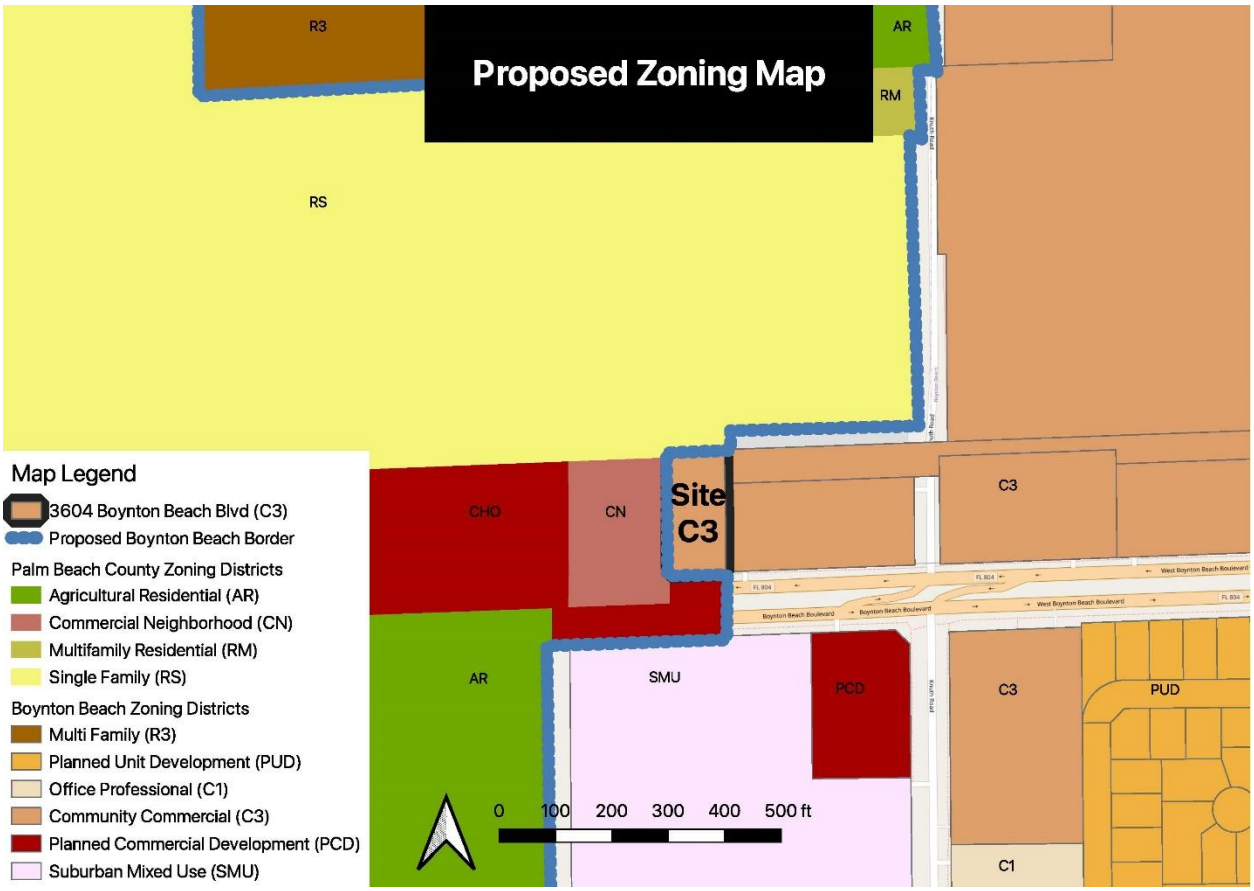
09.23.25 (IG)

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Exhibit B
Amended Zoning Map



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PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Commissioners
THRU:	Amanda B. Radigan, AICP Director of Planning and Development
FROM:	Gabe Sevigny, Principal Planner
DATE:	September 30, 2025
PROJECT:	Curaleaf Florida LLC Annexation 2025.07.4275
REQUEST:	Approve Curaleaf Florida LLC request for Annexation of 0.36 acres, Future Land Use Map Amendment from Palm Beach County's Commercial High with an Underlying HR-8 (CH/8) to Local Retail Commercial (LRC) and rezoning from Palm Beach County's Commercial High Office (CHO) to Community Commercial District (C-3) consisting of approximately 0.36 acres, site is located at 3604 West Boynton Beach Boulevard, and a Variance request for a rear yard setback of 9.1 feet where 20 feet is require for an existing structure.

PROJECT DESCRIPTION

Property Owner:	OFS Property holdings LLC
Applicant:	Curaleaf Florida LLC
Address:	3604 West Boynton Beach Boulevard
Location:	The north side of Boynton Beach Boulevard, approximately 400 feet west of the Knuth Road and Boynton Beach Boulevard intersection.
Existing Land Use:	Palm Beach County Commercial High with an Underlying MR-8 (CH/8)
Proposed Land Use:	Local Retail Commercial (LRC)
Existing Zoning:	Palm Beach County Commercial High Office (CHO)

Proposed Zoning: Community Commercial (C-3)

Proposed Use: Medical Marijuana Treatment Center

Variance: A request for a 9.1 foot rear yard setback where 20 feet is required for the C-3 Zoning district for an existing structure.

Acreage: 0.36 acres

Adjacent Uses:

North: Multi-Family, FLUM classification of High Residential, 8 units per acre (HR-8).

South: Vacant, FLUM classification of Local Retail Commercial (LRC) and zoned Mixed-Use Suburban District (SMU).

East: Commercial, FLUM classification of Local Retail Commercial (LRC) and zoned Community Commercial (C-3)

West: Commercial, FLUM classification Commercial High, with an Underlying HR-8 (CH-8) and zoned Neighborhood Commercial District (CN)

BACKGROUND

The subject area is located in unincorporated Palm Beach County and is contiguous to the City of Boynton Beach on the eastern boundary. The site is currently has a Palm Beach County Future Land Use designation of CH/8 and is zoned Palm Beach County CHO. The parcel is currently developed with an existing 1,250 square foot structure with ancillary site improvements. The applicant has submitted an application to voluntarily annex the property into the City of Boynton Beach and change the future land use and zoning to LRC and C-3, respectively, which would permit a Medical Marijuana Treatment Center at this location.

An application for a voluntary annexation is required to be accompanied by a Future Land Use Map Amendment and Rezone. As such, the application is requesting a C-3 zoning designation. However, in order to rezone, the site must meet the requirements of the zoning district requested. As the site is already developed, the current location of the structure is 9.1 feet from the rear property line, while the C-3 zoning districts requires a minimum of 20 feet. The applicant is requesting a Variance for the rear yard setback of 9.1 feet where 20 feet is required.

Review of the proposed annexation by staff finds the application meets the statutory conditions: the parcel is contiguous to the City boundary and “reasonably compact” in that it does not create enclaves or pockets.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on July 21, 2025 staff sent a preliminary notification of the proposed annexation to the Palm Beach County Administrator and Planning Director and on September 12, 2025 notification of the Public Hearing was sent via certified mail. Comments will be provided to City Commission once received.

PROCESS

Since the size of the property under consideration does not exceed 50 acres, does not involve a text change to the goals, policies, and objectives of the comprehensive plan, and is not located within an area of critical state concern, the proposed Future Land Use Map amendment is subject to the small-scale comprehensive plan amendment process per provisions of Chapter 163.3187, Florida Statutes.

REVIEW BASED ON CRITERIA FOR FUTURE LAND USE MAP AND REZONE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

This request is accompanied by a request for annexation. The parcel currently has a Palm Beach County zoning and future land use designation, which would not be appropriate once the property is annexed into the City. Furthermore, the location has existing uses and structures and is developed. The proposed FLU classifications and proposed zoning allow for existing uses to be in compliance.

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.4.1 *The City shall encourage a mixture of quality light industrial, commercial and office uses within commercial and industrial*

districts where such projects would not create significant land use conflicts and adequate public facilities are available to serve such uses.

Policy 1.9.1 *New development and redevelopment shall be consistent with the policies of the Future Land Use Element and conform to the Future Land Use Map or, if applicable, comply with the future land use recommendations of the CRA Community Redevelopment Plan and any future redevelopment plans.*

Policy 1.15.1 *The City shall continue to promote the orderly annexation of lands consistent with Chapter 171, Florida Statutes.*

Policy 1.15.3 *The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district. Reclassification and rezoning of properties annexed through city-initiated actions can be postponed for up to 6 months unless improvements are requested.*

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The area is currently developed with a land use pattern established for commercial along Boynton Beach Boulevard. While the request is a Future Land Use Map Amendment and Rezone, there is no real change to the use of the building.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLUM and Rezoning designations will compliment the existing uses of the area as the area is already developed. The rezone and FLUM are required to applied at time of annexation.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department. Potable water is available adjacent to the site.

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

Traffic. Seet attached Traffic Letter, no adverse impacts are expected.

f. Compatibility. *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The area in question is already developed and is consistent with surrounding development for commercial and residential development.

g. Economic Development Impact Determination for Conventional Zoning Districts. *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further Economic Development Program, but also determine whether the proposal would:*

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

The site is currently developed. If approved, the C-3 zoning district does not decrease any intensity or number of uses with high probable economic development benefits. If approved, the proposed use and any future modifications would benefit the City of Boynton Beach.

h. Commercial and Industrial Land Supply. *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposal is for an area that is already developed as commercial. No changes are anticipated at this time.

i. Alternative Sites. *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

There are not comparable sites (this is a site looking for a development option, rather than a use looking for a site). See criterion "a.".

j. Master Plan and Site Plan Compliance with Land Development Regulations. *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

Section 2.D.1.e states that "A master plan shall be required when a privately-initiated application is made to rezone lands to a planned zoning district." The proposed zoning district is a conventional zoning district, therefore this criterion does not apply.

REVIEW BASED ON CRITERIA FOR VARIANCE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article IV, Section 4.D. These criteria are required to be part of a staff analysis when the proposal does not meet a dimensional standards established by the Land Development Regulations.

a. That special circumstances exist that are peculiar to the building, structure, or service system involved, and which are not applicable to others;

The site is currently developed and was developed following Palm Beach County Regulations. The request is for Annexation, Future Land Use Map Amendment, and Rezone. The current structure has a rear setback of 9.1 feet where 20 feet is required.

In order to conform to the City of Boynton Beach Land Use Regulations, the applicant is required to request a Variance. If Variance is not approved, the application is deemed denied.

b. That the special conditions and circumstances do not result form the action or inaction of the applicant;
The current applicant is not responsible for the initial permitting of the structure which was completed in 1975.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures, or service systems;
The granting of the variance will not confer any special privilege as there is canal located between the rear of the property and the multi-family development to the north creating an additional large separation.

d. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure, or service system; and
The requested variance is the minimum necessary to maintain the existing structure and permit reasonable use of the existing property.

e. That the granting of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to the public health, safety, and general welfare.
Granting of the variance will be in harmony with the general intent and purpose of this Code which allows for flexibility in addressing unique site conditions and to facilitate orderly development.

RECOMMENDATION

Staff has reviewed the proposed Annexation, Future Land Use Map Amendment, and Rezone against the review criteria provided in Chapter 2, Article II, Section 2, Subsections A.3, B.3.c & D.3, and has reviewed the proposed Variance against the review criteria provided in Chapter 2, Article, IV, Section 4.D and has found the proposal to meet the aforementioned criteria. Therefore staff recommends that the request be approved.

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", LYING NORTH OF STATE ROAD 804 AND SOUTH OF L-24 CANAL, BLOCK 10, THE PALM BEACH FARMS CO. PLAT NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 73, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 100.0 FEET OF THE WEST 280.0 FEET OF LOTS "A" AND "B", THENCE NORTH 00°06'51" WEST, 155.80 FEET; THENCE NORTH 88°11'06" EAST, 100.00 FEET; THENCE SOUTH 00°09'20" EAST, 155.97 FEET; THENCE SOUTH 88°17'04" WEST, 100.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,591 SQUARE FEET / 0.36 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESERVATIONS, RESTRICTIONS, ROAD RIGHT-OF-WAY OF RECORD, IF ANY, AND TAXES FOR THE YEAR 1990 AND THEREAFTER.

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

LEGEND

A/C	= AIR CONDITIONER	FCC	= FOUND CROSS CUT	PDE	= PRIVATE DRAINAGE EASEMENT
AE	= ACCESS EASEMENT	FF	= FINISHED FLOOR	P/E	= POOL EQUIPMENT
BFP	= BACKFLOW PREVENTER	FND	= FOUND	PG	= PAGE
BSL	= BUILDING SETBACK LINE	GV	= GATE VALVE	PI	= POINT OF INTERSECTION
BWF	= BARBED WIRE FENCE	HWF	= HOG WIRE FENCE	PID	= PARCEL IDENTIFICATION NUMBER
(C)	= CALCULATED	INST	= INSTRUMENT NUMBER	PK	= PARKER KALON NAIL
Δ	= CENTRAL ANGLE	L	= ARC LENGTH	P/L	= PROPERTY LINE
CB	= CHORD BEARING	LB	= LICENSED BUSINESS	POB	= POINT OF BEGINNING
CH	= CHORD LENGTH	LE	= LANDSCAPE EASEMENT	POC	= POINT OF COMMENCEMENT
℄	= CENTER LINE	LME	= LAKE MAINTENANCE EASEMENT	PRC	= POINT OF REVERSE CURVATURE
CLF	= CHAIN LINK FENCE	LS	= LICENSED SURVEYOR	PRM	= PERMANENT REFERENCE MONUMENT
CME	= CANAL MAINTENANCE EASEMENT	(M)	= MEASURED	PSM	= PROFESSIONAL SURVEYOR & MAPPER
CNA	= CORNER NOT ACCESSIBLE	MB	= MAP BOOK	PT	= POINT OF TANGENCY
CONC	= CONCRETE	ME	= MAINTENANCE EASEMENT	PUE	= PUBLIC UTILITY EASEMENT
COV	= COVERED	MHWL	= MEAN HIGH WATER LINE	PVF	= PLASTIC VINYL FENCE
C/S	= CONCRETE SLAB	MN	= MAG NAIL	PVUE	= PRIVATE UTILITY EASEMENT
(D)	= DEED	MW	= MONITOR WELL	RP	= RADIAL POINT
DB	= DEED BOOK	N&D	= NAIL AND DISK	R	= RADIUS
DE	= DRAINAGE EASEMENT	ORB	= OFFICIAL RECORDS BOOK	RE	= REAL ESTATE NUMBER
DH	= DRILL HOLE	(C)	= PLAT	RSR	= RISER
DUE	= DRAINAGE/UTILITY EASEMENT	PB	= PLAT BOOK	R/W	= RIGHT OF WAY
ELEV	= ELEVATION	PC	= POINT OF CURVATURE	SV	= SEWER VALVE
EM	= ELECTRIC METER	PCC	= POINT OF COMPOUND CURVATURE	UE	= UTILITY EASEMENT
EOW	= EDGE OF WATER	PCP	= PERMENANT CONTROL POINT	WF	= WOOD FENCE
E/P	= EDGE OF PAVEMENT				

= CATCH BASIN
= FIRE HYDRANT
W = WATER METER
= MANHOLE
= LIGHT POLE
T = TELEPHONE BOX
S = SANITARY MANHOLE
= WATER VALVE
C = CABLE TV BOX
= POWER POLE
=HANDICAP PARKING
E = ELECTRIC BOX

WOOD
BRICK/PAVER/TILE
ASPHALT
CONCRETE

=BOUNDARY LINE
=BUILDING LINE
=EASEMENT LINE
℄ =CENTERLINE
R/W =RIGHT-OF-WAY LINE
OHU OHU = OVERHEAD UTILITY LINE
=ADJACENT PARCELS
X =CHAIN LINK FENCE
=WOOD FENCE
=PLASTIC FENCE

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR DID NOT PULL OR RESEARCH ANY DOCUMENTS OTHER THAN THOSE PROVIDED BY THE TITLE COMPANY. UNLESS OTHERWISE AGREED, IT IS THE RESPONSIBILITY OF THE TITLE COMPANY OR CLIENT TO REQUEST THE SURVEYOR TO OBTAIN SUCH DATA AS REQUIRED PER AGREEMENT. ANY DOCUMENTS PROVIDED WITH THE TITLE COMMITMENT WILL BE REVIEWED.
2. UNLESS SPECIFICALLY SHOWN, THIS SURVEY DOES NOT LOCATE OVERHANGS, UNDERGROUND UTILITIES, IMPROVEMENTS, FOUNDATIONS, FOOTERS, OR OTHER SUBSURFACE STRUCTURES.
3. BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF BOYNTON BEACH BOULEVARD, AS BEING, S 88°10'11" W, PER PLAT, ASSUMED.
4. THIS SURVEY IS PROVIDED SOLELY FOR THE PURPOSE OF FINANCING AND/OR SALE TRANSACTIONS. IT SHALL NOT BE USED FOR ANY CONSTRUCTION, PERMITTING, DESIGN, OR OTHER PURPOSES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING LAND SURVEYOR. ANY UNAUTHORIZED USE OF THIS SURVEY IS STRICTLY PROHIBITED, AND THE SURVEYOR DISCLAIMS ALL LIABILITY FOR SUCH USE.
5. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT LAND RECORDS FOR RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE, ADJOINING DEEDS, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. ANY INFORMATION SHOWN ON THE SURVEY IS BASED SOLELY ON DATA PROVIDED BY THE CLIENT AND MAY NOT BE COMPLETE.
6. FENCE OWNERSHIP HAS NOT BEEN DETERMINED. THE SURVEYOR IS NOT RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OR MODIFICATION OF ANY FENCES.
7. THE SURVEY DEPICTED HEREON FORMS A CLOSED GEOMETRIC FIGURE.
8. THIS SURVEY IS CERTIFIED EXCLUSIVELY TO THE NAMED PARTIES. CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED THIRD PARTIES AND ARE NOT TRANSFERABLE.
9. UNLESS OTHERWISE NOTED, THIS IS A BOUNDARY SURVEY. AREA SIZES AND MEASUREMENTS SHOWN ARE BASED ON PLATTED BOUNDARY LINES UNLESS OTHERWISE STATED.
10. WALL TIES ARE TO THE FACE OF THE WALL AND SHALL NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
11. PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD PERSONALLY LIABLE FOR NEGLIGENCE.
12. THIS SURVEY DOES NOT CONSTITUTE PROOF OF OWNERSHIP. IT DOES NOT GUARANTEE OR WARRANT OWNERSHIP IN ANY FORM. THE SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING FROM DISPUTES OVER OWNERSHIP OF THE LANDS SHOWN AND DESCRIBED HEREON.
13. THIS SURVEY SHALL NOT BE ALTERED. ANY MODIFICATIONS TO THE ORIGINAL DOCUMENT ARE MADE AT THE RISK OF THE PARTY MAKING SUCH CHANGES. THE SURVEYOR AND COMPANY DISCLAIM ANY LIABILITY FOR ALTERATIONS NOT MADE BY THEM.

CERTIFIED TO:
OFS PROPERTY MANAGEMENT LLC

FLOOD ZONE
(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X (BFE N/A), PER F.I.R.M. MAP NUMBER 12099C0788G, DATED 12/20/24.

THIS SURVEYOR MAKES NO GUARANTEES AS THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

JON SHOEMAKER LICENSE NUMBER LS 5144 STATE OF FLORIDA SURVEYOR & MAPPER

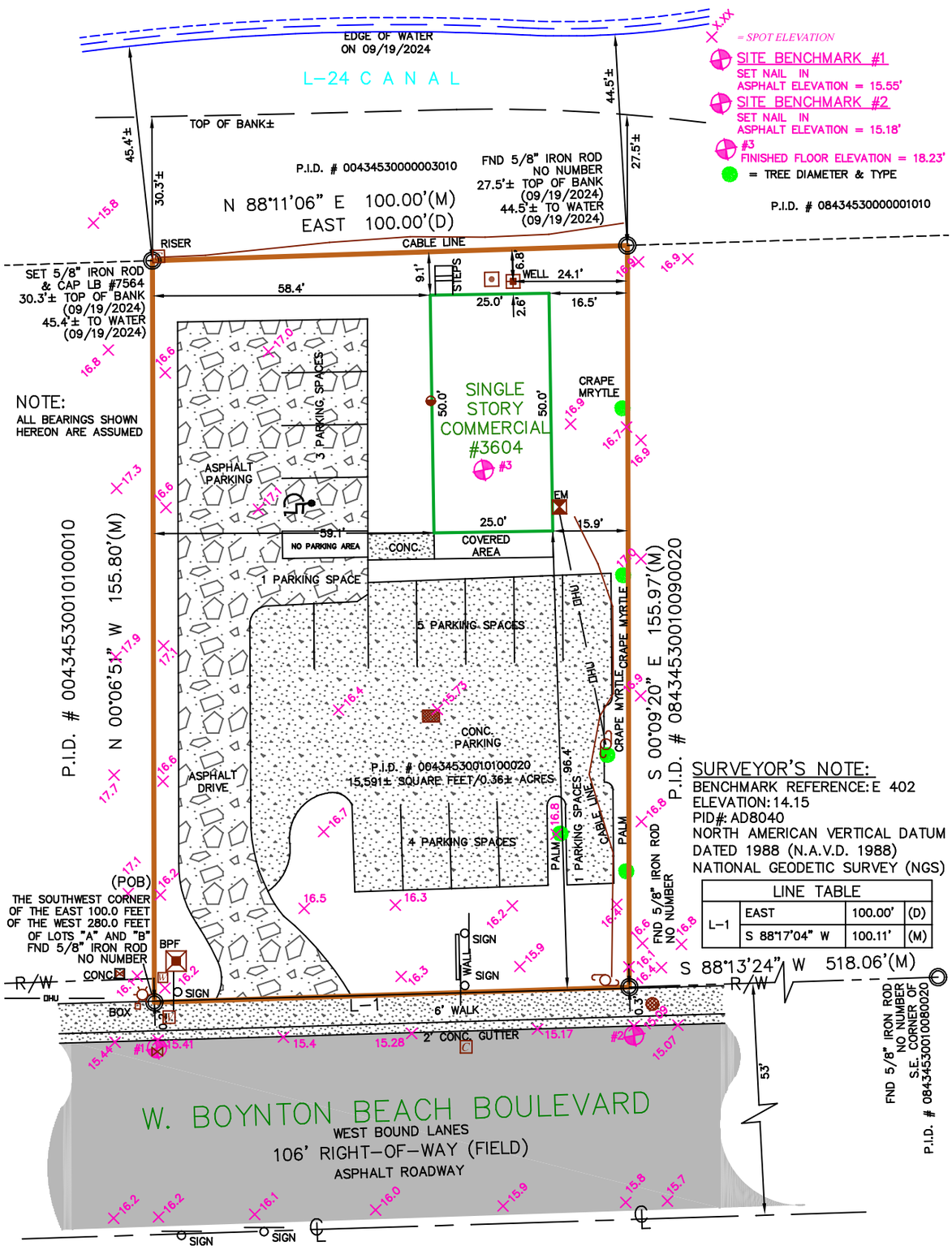
CERTIFIED BY: JON SHOEMAKER PSM NO. 5144
FIRST CHOICE SURVEYING, INC.
P.O. 470978, LAKE MONROE, FL 32747
407.951.3425 (OFFICE); 407.320.5453 (FAX); LB 7564
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ORDERED BY:

DATE SIGNED:
08/26/2025

SHEET 1 OF 2 (LEGAL DESCRIPTION) - SEE SHEET 2 FOR MAP OF SURVEY. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.

BOUNDARY SURVEY



SURVEYOR'S NOTE:
BENCHMARK REFERENCE: E 402
ELEVATION: 14.15
PID#: AD8040
NORTH AMERICAN VERTICAL DATUM
DATED 1988 (N.A.V.D. 1988)
NATIONAL GEODETIC SURVEY (NGS)

LINE TABLE			
L-1	EAST	100.00'	(D)
	S 88°17'04" W	100.11'	(M)

PROPERTY ADDRESS: 3604 BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA 33436

FIRST CHOICE SURVEYING, INC.

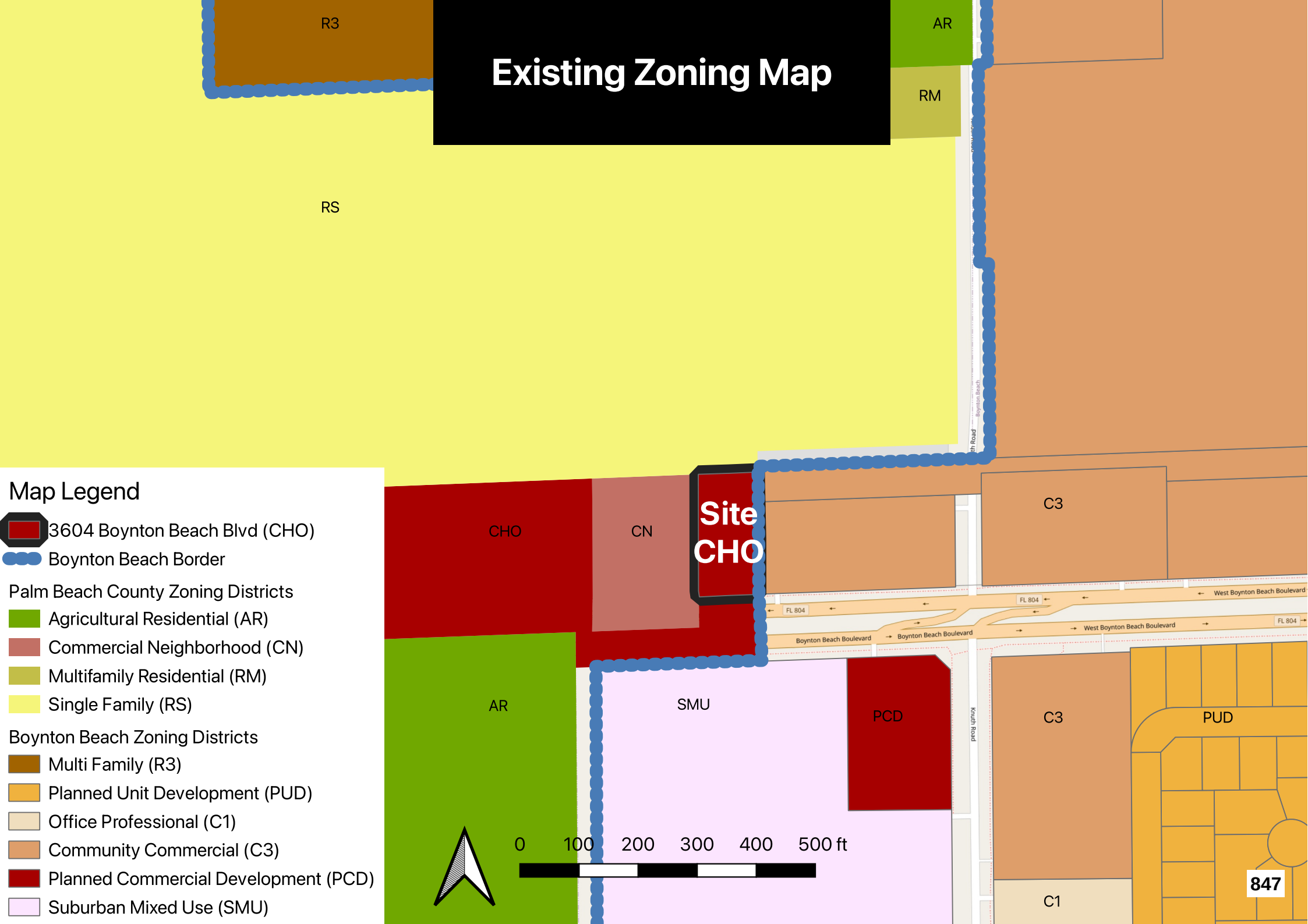
POINTS OF INTEREST:
NONE APPARENT

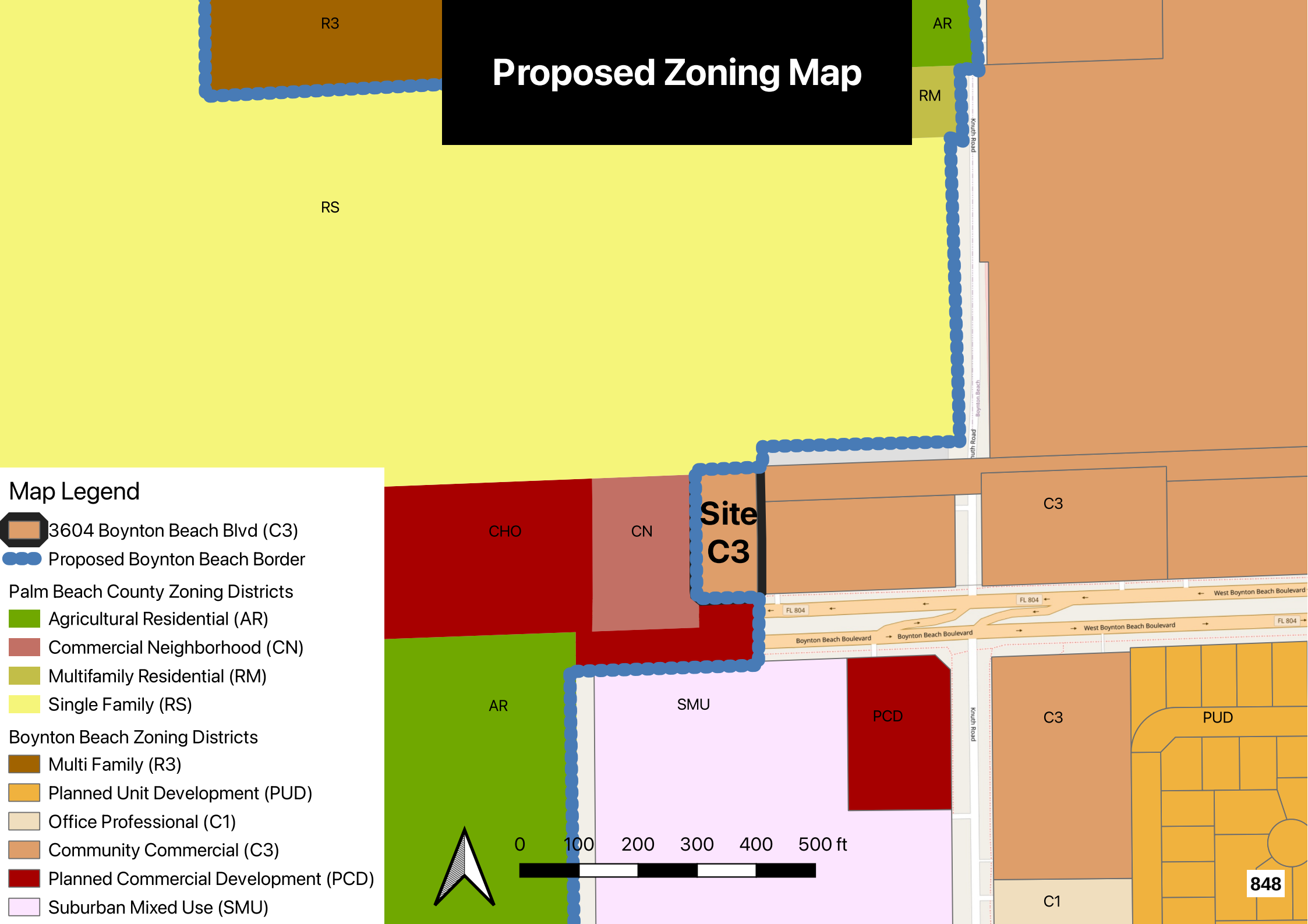
First Choice Surveying...
Your First Choice for Land Surveys

REVISIONS:

CLIENT NO:	N/A
JOB NO:	93529-02
FIELD DATE:	05/23/2025
DRAWN BY:	.G.
DRAWN DATE:	06/30/2025
CHECKED BY:	L.R.
APPROVED BY:	J.S.

SHEET 2 OF 2 (MAP OF SURVEY) - SEE SHEET 1 FOR SURVEY RELATED INFORMATION. SURVEY IS NOT COMPLETE WITHOUT BOTH SHEETS.


Existing Zoning Map
R3
AR
RM
RS
CHO
CN
Site
CHO
C3
AR
SMU
PCD
C3
PUD
C1
847
Knuth Road
Boynton Beach Boulevard
West Boynton Beach Boulevard
FL 804
0
100
200
300
400
500 ft
Map Legend
3604 Boynton Beach Blvd (CHO)
Boynton Beach Border
Palm Beach County Zoning Districts
Agricultural Residential (AR)
Commercial Neighborhood (CN)
Multifamily Residential (RM)
Single Family (RS)
Boynton Beach Zoning Districts
Multi Family (R3)
Planned Unit Development (PUD)
Office Professional (C1)
Community Commercial (C3)
Planned Commercial Development (PCD)
Suburban Mixed Use (SMU)


Proposed Zoning Map
R3
AR
RM
RS
Knuth Road
Site
C3
CHO
CN
C3
FL 804
West Boynton Beach Boulevard
Boynton Beach Boulevard
AR
SMU
PCD
C3
PUD
C1
848
0
100
200
300
400
500 ft
Map Legend
3604 Boynton Beach Blvd (C3)
Proposed Boynton Beach Border
Palm Beach County Zoning Districts
Agricultural Residential (AR)
Commercial Neighborhood (CN)
Multifamily Residential (RM)
Single Family (RS)
Boynton Beach Zoning Districts
Multi Family (R3)
Planned Unit Development (PUD)
Office Professional (C1)
Community Commercial (C3)
Planned Commercial Development (PCD)
Suburban Mixed Use (SMU)

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, IN ASSOCIATION WITH THE CURALEAF FLORIDA LLC ANNEXATION, AMENDING ORDINANCE NO. 02-013 TO REZONE APPROXIMATELY 0.36 ACRES OF UNINCORPORATED TERRITORY LOCATED AT 3604 BOYNTON BEACH BOULEVARD, FROM PALM BEACH COUNTY'S COMMERCIAL HIGH OFFICE (CHO) TO CITY OF BOYNTON BEACH'S COMMUNITY COMMERCIAL DISTRICT (C-3); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In association with the Curaleaf Florida LLC Annexation, a property located in unincorporated Palm Beach County that has contiguity with the City of Boynton Beach on the eastern boundary is required to rezone from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3). The City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Conduct annual performance evaluation for Daniel Dugger, City Manager.

Requested Action: Pursuant to the City Manager's appointment agreement, the City Commission will provide the City Manager with a performance evaluation no less than annually. This will be Mr. Dugger's third performance evaluation.

Explanation of Request: The City Manager's employment letter states the Commission will provide the City Manager with a performance evaluation no less than annually, utilizing a process, criteria, and format for the evaluation which shall be agreed upon by the members of the Commission in consultation with the City Manager.

The City Commission was requested to complete the evaluation form based on his/her assessment of the City Manager in various categories, including Leadership and Vision, Financial Management, Personnel Management, Communication Skills, Intergovernmental Relations, Project/Program Management, Strategic Planning, and Ethics & Integrity.

In conjunction with any review of performance, the Commission may increase the base salary and/or other benefits of the City Manager in such amounts and to such extent as the Commission may determine is proper. The Commission may, from time to time, grant the City Manager a performance bonus, provided the bonus is granted in accordance with section 215.425, Florida Statutes.

How will this affect city programs or services? No impact.

Budgeted Item: Yes

Account Line Item and Description: Salaries 001-1210-512.12-10

Fiscal Impact:

Subject to Commission recommendation.

Attachments:
City Major Accomplishments
City Manager Performance Review-Short.pdf



Major Accomplishments

Building the Future of Boynton Beach Together

A city transformed by innovation, strengthened by growth, and defined by resilience.

Guided by the City Manager and driven by every department, our progress is built on accountability and performance.

Investing in residents, supporting businesses, and strengthening neighborhoods. Producing real results and shaping a stronger, more connected Boynton Beach.

Executive Summary: At a Glance

- **Capital Investment:** **183 projects** totaling **$23.6M**, including the largest resurfacing program in city history ($8.67M).
- **Housing & Industry:** **3,859+ housing units** approved; **1.3M+ sq. ft.** of new industrial space delivered.
- **Public Safety:** Fully staffed Fire and Police; response times steady at 4:16; violent crime down 17% since 2022.
- **Modernization:** Paperless permitting, 24/7 instant permits, smart traffic systems, and citywide Wi-Fi, **saving $60K annually.**
- **Economic Growth:** **3,181+ businesses (+15%)**; $120K annually in small business grants.
- **Community & Culture:** Library of the Year, CAPRA re-accreditation, 133K+ cultural event impressions.
- **Financial Stewardship:** Millions saved through self-insurance, $500K in new revenue, $300K procurement savings.
- **Resilience:** Class 5 flood insurance rating (25% discount) with Class 4 in progress; major upgrades to utilities and stormwater.
- **Recognition:** National and state honors, including Library of the Year and 100 Best Fleets.

Citywide Impact

- **Town Square Redevelopment** advancing as centerpiece of revitalization.
- **Health Insurance Conversion (2023):** self-insured model delivering millions in savings.
- **183 projects** completed across parks, utilities, roads, and facilities.
- **Record resurfacing program:** $8.67M.
- **Community Engagement:** Taste of Boynton, PAL Youth Sports, Home of the Month.
- **Holiday Dinner Basket Initiative:** 80 families (2022) → 200 (2023) → 200 (2024) → Target 300 (2025).

City Clerk Accomplishments

- Transitioned from **Novus Agenda to Peak Agenda Management** System.
- Upgraded **GovQA** for more efficient public records.
- Transitioned from **American Legal to Municode** for ordinance services.
- Onboarded **Cemetery software program** (finalizing) for improved access to loved ones' records.
- Achieved major **annual cost savings** by switching legal notices online (vs. PB Post).
- Oversight of the **Holiday Dinner Basket Initiative.**



Planning & Development

Key Accomplishments

- Adopted the **5-Year Economic Development Plan** for strategic growth and investment.
- Established the **Vacant Storefront Program** to reduce blight and improve commercial corridors.
- Launched a **Ribbon Cutting Program** celebrating new businesses.
- Created the **Entrepreneurship Academy** (64 applicants, 31 graduates).
- Partnered with **Palm Beach State College** for Excel training (11 graduates, 4 laptops donated by Baptist Health).
- Awarded **$120K annually** in small business grants.
- Approved **30+ development projects** and **3,859+ new housing units.**
- Delivered **1.3M+ sq. ft. industrial space** to strengthen jobs and revenues.
- Completed an **Annexation Study.**
- Streamlined the **Land Development Permit process.**
- Expanded the **Public Art Program.**





Planning & Development

Strategic Plan Accomplishments

- **SP 1.7 Revenue Growth:** Adopted Mobility Plan + Fee, established Police Impact Fee, updated Parks & Rec Impact Fee.
- **SP 2.1.2 Comp Plan:** Consultant team selected; robust public engagement initiated.
- **SP 2.2.2 Downtown Projects:** 2,500+ new residential units approved; projects advancing.
- **SP 3.5.1 Branding & Marketing:** Produced Quarterly Reports, Development Portfolio, Annual Report, Dining Guide, Housing Guide, Wellness Guide, Business Guide, Hurricane Preparedness flyer, and Industry Map.

Growth Metrics



5.6%+

$425,386

Median Value of Owner-occupied Housing Units



15.2%+

3,181

Current Businesses



64.5%

Labor Force



3.63%+

$71,378

Median Household Income

Building & Development Services (Modernization)

- **Sages permitting platform:** fully paperless.
- **24/7 Instant Permitting** (A/C, heaters, soundproofing, electrical).
- **Video Inspection Program (VIP)** pilot reducing field time.
- **Fire Instant Permits** (≤20 devices) to meet HB 551 (2025).
- **Community Rating System:** Class 5 rating (25% flood discount); pursuing Class 4 (30%).

Building & Development Results

- **Instant permits submitted:** 1,511.
- **Building Recertification:** 103 buildings; 59 certificates issued.
- **Permit Fees:** $4.2M (2024) → $4.95M (2025).
- **Permit Valuation:** $684M (2023) → $1.08B (2024) → $1.15B (2025).
- **Permits Issued:** 7,773 → 8,358 → 8,071.
- **Inspections:** 25,166 → 28,288 → 24,138.
- **Customer Satisfaction:** 90.2% (2024) → 91.36% (2025).

Utilities: Workforce & Efficiency

- Reduced vacancies **40% → 5%.**
- Improved well redundancy: **50% (2021) → 93% (2024).**
- Digitized **80% of legacy records.**
- Implemented **field redline apps + incident tracking** (2,041 incidents logged since 2024).
- Completed **Lead & Copper Project early.**
- Passed **NPDES audit with 100% compliance.**
- **FOG Program:** 570 inspections since April 2022.



Utilities: Capital & Resilience

Capital Portfolio (FY24–25): $56.95M.

Funding Wins:

- $4.8M forgivable loan (treatment).
- $1.3M FEMA grant (flood reduction).
- $1.5M Coquina Cove drainage.
- $800K Lakeside Gardens improvements.
- $875K appropriations; $1M+ resilience planning.

Key Projects:

- NW 3rd St flood reduction ($10M; $1.7M FEMA funded).
- $300K beachfront sewer rehab.
- $2.1M generator resilience project (completion Jan 2026).
- Oceanfront Park new lift station (completion Feb 2026).
- HSP 5 & 6 near completion (Oct 2025).
- Wells 4, 5, 7 & 8 near completion (Nov 2025).
- Lab renovation (completion Feb 2026).
- Lift Station 317 – design 100% expected Dec 2025.

Standards: ISO 14001 EMS, ISO 55000 asset management, CMOM study in progress.

Utilities: Field Performance

- **20,000+** LF sewer lined;
  3,300 LF mains replaced.
- **13,000** hydrants tested;
  10,000 valves verified.
- 10 lift stations rehabilitated;
  18 ARVs replaced.
- **700+** service lines replaced.
- Manhole inspection
  program established.



Financial Services Department

- Converted healthcare plans to self-insured.
- Extended DROP period for pensions (5 → 8 years).
- Cash management improvements = $500k additional revenue.
- PO turnaround: **62 days → <1 week.**
- NAPA contract conversion = $300k savings (2025).
- Updated Pcard + Travel policies → Pcard spend cut from $130k → $70k/month
- ERP secured at **60% list price.**
- Outsourced Tennis Center → $150k annual cashflow improvement.
- GFOA **8 years Certificate of Achievement** (ACFR & Budget Book).
- Rolled out **eProcurement & Procurement Policy update.**
- Financial oversight for Townsquare & Utility debt finacing.
- Joined **CO-Op for sod purchasing.**
- Secured **annual FEMA reimbursements** & capital grants.
- Implemented **Laserfiche + PO Dashboard + closeout tracker.**

Fire Rescue Department

- Expanded **Dive Rescue Program + ocean rescue training.**
- Grew **EMS transport & Fire Prevention revenue.**
- Major additions: **Public Safety Dock, Fire Boat, Phoenix Station System.**
- Adopted **hybrid emergency vehicles.**
- Registered for **CFAI Accreditation.**
- Distributed **2,000 Thanksgiving meals (FY24/25).**
- Maintained average **response time: 4:16.**



Police Department

- **Crime Trends:**
  - 2022-2023: Violent crime ↓ 2.25%, arrests ↑ 49%
  - 2024: Violent crime ↓ 15% vs. 2023 (total ↓ 17% since 2022).
  - Arrests ↑ 51% vs. 2022.
- Fully staffed department.
- Launched **Desk Officer Program.**
- Established **Human Exploitation Task Force.**
- Deployed **School Speed Enforcement Cameras.**
- Acquired new **SWAT truck.**
- Expanded **PAL programs** (Baseball, Lacrosse, Fishing).
- Launched **Operation Trackside** for community policing.

Human Resources

Key Initiatives

- Implemented **Evergreen Compensation Study & Pay Plan** (FY23-24).
- Converted **Personnel Policy Manual → Employee Handbook** (2023).
- Negotiated CBAs:
  - PBA Captains (2023, 2025).
  - IAFF (2023, 2024).
  - SEIU (2023).
- Extended DROP period (5 → 8 years).
- Converted healthcare to **self-insured (2023).**
- Opened **wellness & workout facility (City Hall, 2023).**
- Implemented **Leadership Certificate Programs:**
  - Emerging Leader 2024: 23 graduates.
  - Emerging Leader 2025: 24 graduates.
  - Blueprint 2024: 44 participants.
  - Blueprint 2025: 36 participants.

Modernization & Structure

- Restructured HR organization (2024).
- HRIS implementation (2024).
- Re-established ADA compliance as HR function.
- Launched HR Client Services model.
- Created Employee/Labor Relations role.
- Revised Employee Handbook + policies with 100% acknowledgement (July 2025).

Goals

- Implement new ERP.
- Review healthcare plans.
- CAREATC Clinic initiative to boost utilization.

Innovation & Technology

- Deployed **smart traffic systems.**
- Installed **citywide Wi-Fi.**
- Achieved full **cybersecurity compliance.**
- Automated hiring + workflows.
- Digitized records for improved access.
- Saved **$60K annually** via communications optimization.
- Adopted **AI governance + cloud optimization.**
- Service requests handled at **85% SLA.**



Public Works

Beautification & Streets:

- Produced audit booklet.
- FDOT interchange landscaping.
- Upgraded signage + traffic calming.

Parks & Grounds:

- Internalized maintenance, expanded coverage.
- In-house tree trimming program.

Sanitation:

- GPS + automation → **50% fewer missed pickups**
- Expanded service **without fleet growth.**
- Refurbished 200+ dumpsters.
- Implemented **Samsara safety tech.**

Fleet Services:

- Integrated AssetWorks + tablets + telematics.
- Extended service hours.
- Hybrid vehicle integration.
- Recognitions: **100 Best Fleets (2022, 2024, 2025) & Top 50 Leading Fleets (2025).**

Facilities:

- ADA/code upgrades
- Expanded in-house preventative maintenance.

Construction:

- MLK Blvd, Pence Park, Senior Center, Jaycee Park
- Interim downtown parking
- Ezell Hester Stadium, Harvey Oyer Park, Pioneer Canal Boat Ramp.

Finance Team Support:

- Centralized processes; dashboards.
- Corrected fleet budget shortfall
- improved audit compliance.

Recreation, Culture, & Library

Recreation/Parks:

- CAPRA accreditation.
- Major upgrades: Wilson Park, Jaycee Dog Park, Galaxy Park fields.
- Hosted **Boca Bowl & Honduras training.**

Arts/Culture:

- Woman's Club Centennial
- Kinetic Biennial & Haitian Celebration (133K+ views).
- Sip & Paint (sold out).
- Secured **$36k+ grant.**
- Venue upgrades (Dec 2025).

The Links Golf Course:

- Record revenues: **$2.7–$3.6M** FY estimate.
- 500+ loyalty passes sold.
- $230K merchandise sales.
- 90 new lithium carts + GPS fleet tech.
- 10,000+ in email database.

Library:

- **Library of the Year (2023).**
- 991+ trained in tech/business.
- 91 Virtual Zone sessions.
- 33 Career HS Online graduates.
- ESOL, Homework Help, Small Business Initiative.
- Summer Reading campaign with school principals.

Community, Engagement, & Events

- **Taste of Boynton:** 1,000+ tickets annually.
- **Pirate Fest:** Expanded regional draw.
- **First Friday @ 5:** Monthly programming + proclamations.
- **Awards:** 15 consecutive event recognitions.
- **Social Media Growth:** +150% across platforms.
- **Holiday Tree Lighting:** Drone show (2024).
- Partnerships with Police, Fire, CRA, & nonprofits
- **Unity Project:** March, festival, public art.



Recognition

National & State Recognition:

- **Library of the Year (FLA, 2023).**
- **CAPRA Accreditation** for Parks & Recreation.
- **100 Best Fleets in the Americas (2022, 2024, 2025).**
- **Top 50 Leading Fleets (2025).**
- **15 consecutive awards** for events & cultural programming.

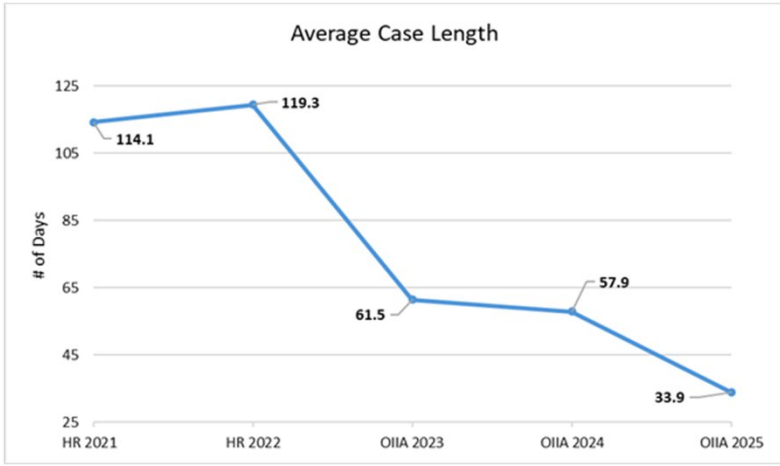
Code Enforcement Department

- **Hanlon House Restoration (2025):** Collaborative project restoring veteran's home damaged since Hurricane Irma.
- **FY22/23:** Formal officer training program.
- **Ongoing:** Removed 3,000+ lbs. debris via monthly "Third Friday" cleanups.
- **FY23/24:** Federal Highway & Seacrest Beautification Initiatives.
- **Feb 2024:** Created Solid Waste Compliance Officer position.
- **Nov 2024:** First-ever semi-annual Code Enforcement Workshop.
- **FY24/25:** "Home of the Month" initiative launched.
- **FY24/25:** HERA Property Registry → $22,500 revenue in first 6 months.
- **FY24/25:** Rolled out SagesGov Code module for inspections/case management.



Office of Internal Investigations & Accountability

- Created office; reduced investigation turnaround by **71.4%.**
- Established reporting hotline + online portal.
- Enabled anonymous reporting.
- Acquired case management software with:
    - Consistent case handling.
    - Proper records retention.
    - Statistical reporting.
- Built partnerships with **Palm Beach County OIG & Ethics Commission.**
- Collaborated with internal legal, HR, and finance teams.
- Conducted proactive audits reducing costs and improving SOPs.
- Expanded staff (1 full-time, 1 part-time investigator).



Metrics:

- Investigation length: 114 days (2021 HR) → 33.9 days (2025 OIIA) → **-70%.**
- Cases handled: 8 (2021 HR) → 43 (2025 OIIA) → **+438%.**

Closing

We did not just keep pace. We set the pace.

- Record-breaking infrastructure investment.
- Modernized services across every department.
- Safer, stronger, more engaged community.
- Positioned for continued success well into the future.

City Manager Performance Review

Name of City Manager: [Insert Name]
Review Period: [Start Date] to [End Date]
Date of Review: [Insert Date]

Leadership and Vision (Rate 1-5, 5 being excellent)

1. Sets clear direction for the City: ____
2. Implements City Commission's vision effectively: ____
3. Demonstrates innovative thinking: ____

Financial Management (Rate 1-5)

1. Budget preparation and oversight: ____
2. Fiscal responsibility and transparency: ____
3. Seeking alternative funding sources: ____

Personnel Management (Rate 1-5)

1. Staff development and motivation: ____
2. Recruitment and retention of key personnel: ____
3. Promoting a positive work culture: ____

Communication Skills (Rate 1-5)

With City Commission: ____
With City Staff: ____
With the public and media: ____

Intergovernmental Relations (Rate 1-5)

Relationships with other local governments: ____
State and federal agency interactions: ____
Representation of City interests: ____

Community Engagement (Rate 1-5)

Responsiveness to community needs: ____
Public outreach and transparency: ____
Fostering public-private partnerships: ____

Project and Program Management (Rate 1-5)

Oversight of major City initiatives: ____
Timely implementation of Commission decisions: ____
Effective problem-solving: ____

Strategic Planning (Rate 1-5)

Long-term planning for city growth: ____
Alignment of operations with strategic goals: ____
Adaptability to changing circumstances: ____

Ethics and Integrity (Rate 1-5)

Adherence to ethical standards: ____
Transparency in decision-making: ____
Promoting ethical culture citywide: ____

Overall Performance Rating (1-5): ____

Key Accomplishments:
1.
2.
3.

Areas for Improvement:
1.
2.
3.

Goals for Next Review Period:
1.
2.
3.

Additional Comments:
_____
_____
_____
_____

Reviewer's Signature: _____ Date: _____

City Manager's Signature: _____ Date: _____

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 7/2025

Conduct the annual performance evaluation for Shawna Lamb, City Attorney.

Requested Action: Pursuant to the City Attorney's appointment agreement, the City Commission will provide the City Attorney with a performance evaluation no less than annually. This will be Ms. Lamb's third performance evaluation.

Explanation of Request: The City Attorney's employment letter states that the Commission will provide the City Attorney with a performance evaluation no less than annually, utilizing a process, criteria, and format for the evaluation that shall be agreed upon by the members of the Commission.

The City Commission was requested to complete the evaluation form based on his/her assessment of the City Attorney in various categories, including Legal Expertise and Counsel, Management and Leadership, Communication and Relationships, Litigation Management, Ethics and Integrity, Timeliness and Efficiency, and Strategic Planning and Risk Management.

In conjunction with any review of performance, the Commission may increase the base salary and/or other benefits of City Attorney in such amounts and to such extent as the Commission may determine is proper. The Commission may, from time to time, grant the City Attorney a performance bonus, provided the bonus is granted in accordance with section 215.425, Florida Statutes.

How will this affect city programs or services? No impact.

Budgeted Item: Yes

Account Line Item and Description: Salaries 001-1910-514.12-10

Fiscal Impact: Subject to Commission recommendation.

Attachments:
CAO Commission Presentation 24-25.pptx
CAO Year End Report Final.pdf
City_Attorney_Performance_Review.docx

FY 24/25 Year-End Report & Performance Review

Office of the City Attorney

Shawna G. Lamb, Esq.

Major Accomplishments

- Secured $8.4M PFAS settlement
- Negotiated Fire/EMS & Utilities agreements
- Established Fire & Canal Assessments
- Resolved East Boynton Little League dispute
- Protected Harvey Oyer Jr. Park access
- Completed police collective bargaining & handbook update

Governance & Operations

- Drafted 355 Resolutions & 33 Ordinances
- Updated Procurement Policy
- Reviewed 584 Contracts, Established 31 new CCNA Contracts
- Supported ERP System, Charter Review, Tennis Center
- Advanced Annexation Efforts

Risk Management Highlights

- Decreased claim payments by 28.9% rate
- 95% of employees returned to full duty
- Completed 37 facility risk assessments
- Negotiated $228,696 in insurance premium savings

Leadership Impact

- Strategic priorities set & executed
- Reduced reliance on outside counsel
- Increased revenue through agreements
- Mentored staff for efficiency & professionalism
- Delivered sustainable practices
- $20+ million in value under my leadership

The Bottom Line: Value Delivered

- Over $20 million in total value delivered
- $8.4M PFAS settlement
- Outside counsel costs reduced by $176,089
- Fire & Canal Assessments: $10M+
- Interlocal agreements: $9M+ revenue
- Utilities agreement: $750K annually

Market Comparison – City Attorney Compensation for Fiscal Year 24/25*

Boca Raton: $285,000

Delray Beach: $267,030

Riviera Beach: $248,062

Wellington: $243,000

Boynton Beach: $236,900

THESE SALARIES ARE FROM FISCAL YEAR 24/25

Compensation Alignment

- Request: 8–10% raise
- Reflects measurable $20M+ impact
- Aligns pay with performance outcomes
- Ensures stability & retention of proven leadership
- Aligns with market peers

QUESTIONS?

The City of Boynton Beach

OFFICE OF THE CITY ATTORNEY
100 E. OCEAN AVENUE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310
(561) 742-6050

FY 24-25 Year-End Report to City Commission
From the Office of the City Attorney

September 29, 2025

As we close out another productive year, I am pleased to present this summary of my office's accomplishments and the value we delivered to the City in fiscal year 24/25. This has been a year of significant achievements, cost savings, and strategic wins that have strengthened the City's legal position while protecting taxpayer dollars.

THE BOTTOM LINE: VALUE DELIVERED

Let me start with what matters most to you and the residents — the financial impact. This year, our office delivered substantial value through direct savings, revenue generation, and cost avoidance.

Direct Savings to the City

- **Outside Attorney Fees Reduced**: We cut outside counsel costs by $176,089.00 compared to last year, handling more matters in-house.
- **Foreclosure/Contingent Lien Settlement (440 Ocean)**: We negotiated a strategic settlement and resolved other code/foreclosure matters through favorable settlements.

Revenue Generated for the City

- **Asset Forfeiture Program**: Through our crime reduction efforts, we succeeded in forfeiting $34,410 and 4 vehicles to the City. We are currently in the process of forfeiting an additional $451,975, one home, one boat and trailer, 11 vehicles, and various items of jewelry.
- **Foreclosures**: We obtained one property valued at $368,200 and have two additional properties in current litigation.
- **Fire and Canal Assessments**: We worked with staff to establish proper assessment processes and prepare all requisite resolutions and notices, enabling the City to impose assessments exceeding $10 million this year.
- **PFAS Settlement**: The City's participation in the multi-district litigation against PFAS manufacturers resulted in a multi-million-dollar settlement of $8.4 million for the City.
- **Fire Services Interlocal Agreements**:
    - Town of Hypoluxo: 10-year agreement generating approximately $5.5–$6 million in revenues over the term.

    - Village of Golf: 10-year agreement generating approximately $3.1–$3.5 million in revenues over the term.
- **Utilities Interlocal Agreement**: 25-year agreement with the Town of Gulf Stream for bulk potable water services, generating approximately $750,000 annually.

Total Financial Impact: Over $20 million in value delivered to the City this year.

MAJOR ACCOMPLISHMENTS THIS YEAR

We Secured a Major Environmental Settlement

One of the highlights of our year was successfully securing the City's participation in the national PFAS litigation settlement. Through careful coordination with co-counsel and strategic positioning in the multi-district litigation, we obtained $8.4 million for the City. This represents one of the most significant recoveries in the City's history.

We Negotiated Major Revenue-Generating Agreements

We completed multiple interlocal agreements that will generate substantial revenue for the City over the coming years. Working closely with the Fire Department, we negotiated two separate 10-year agreements — one with the Town of Hypoluxo and another with the Village of Golf — for Fire Rescue and Emergency Medical Services. Combined, these agreements will generate approximately $8.6–$9.5 million. We also assisted the Utilities Department with a 25-year agreement with the Town of Gulf Stream for bulk potable water services, creating a reliable $750,000 annual revenue stream.

We Established Critical Assessment Programs

Working with staff, we developed and implemented Fire Assessment and Canal Assessment programs. Our office prepared all requisite resolutions and notices to ensure the City could properly impose assessments exceeding $10 million this year.

We Resolved Long-Standing Issues

We resolved the East Boynton Beach Little League situation through a new agreement that saved the City significant legal costs, restored a vital community partnership, and generated revenue.

We Protected Community Assets

We successfully negotiated and secured a restrictive covenant at Harvey Oyer, Jr. Park, guaranteeing perpetual public access to the waterfront. This ensures a lasting community legacy for future generations.

Advanced Labor Relations and Employee Policies

We completed complex police collective bargaining negotiations, overhauled the City's employee handbook, and drafted new administrative policies that reduce liability while giving employees clearer guidance.

STRENGTHENING CITY GOVERNANCE AND OPERATIONS

Legislative Excellence
We drafted 355 resolutions and 33 ordinances this year, including key measures on artificial turf, campaign filing fees, sign bonds, candidate qualifications, and school zone safety.

Procurement and Contract Modernization
We updated the City's procurement policy with the Procurement Director, ensuring competitive, fair, and efficient processes. This year, we reviewed and negotiated 584 municipal contracts and established 31 new CCNA contracts.

KEEPING THE CITY RUNNING SMOOTHLY

Enhanced Events and Sponsorships
We provided legal support for more than 50 City events and drafted a new sponsorship policy that increases revenue opportunities while ensuring compliance with ethical standards.

Support for Major Initiatives
We supported ERP system implementation, guided the Charter Review Committee, handled the Tennis Center solicitation and contract, advanced annexation efforts, and recovered surplus funds from tax deed sales.

Litigation Management
We managed 26 active litigation cases, two appellate matters, 505 Traffic Ticket cases, 11 foreclosure defense cases, and 86 releases of lien. The standout was our successful participation in the PFAS multi-district litigation. Our approach — handling routine litigation in-house and using outside counsel only for specialized matters — continues to deliver results.

CRIME REDUCTION AND COMMUNITY SAFETY

Prior to this office's arrival, the City did not conduct asset forfeitures. We implemented the program, trained staff, and handled related litigation. This year, we processed 10 forfeiture cases and seized approximately $50,000 in assets, generating revenue while enhancing safety.

RISK MANAGEMENT DIVISION

As part of my responsibilities, I oversee the Risk Management Division, which continues to protect the City's financial interests while promoting a culture of safety. This year, the team:

- Decreased claim payments by 26% for liability and 32.2% for workers' compensation, resulting in an overall savings of 28.9% savings.
- Achieved 95% return-to-work for injured employees and had a 17% reduction in workers' compensation claims.
- Completed 37 risk assessments/inspections and safety upgrades across multiple City facilities.

- Negotiated $228,696 in insurance premium savings while maintaining full coverage, which is a 9.18% decrease.

LEADERSHIP IMPACT

These results reflect not only the hard work of my office but also the leadership and strategic direction I have provided. I set priorities that emphasized reducing outside counsel costs, increasing revenue through creative agreements, and taking a proactive approach to both legal and risk management issues. By guiding and mentoring staff, I ensured matters were resolved efficiently and to the highest professional standards.

Through this leadership, the office has delivered over $20 million in value this year while implementing sustainable practices that will continue to benefit the City well into the future.

LOOKING AHEAD

Immediate Goals
- Complete the Charter Review process and implement recommended changes.
- Expand revenue-generating agreements.
- Further reduce outside counsel dependency.

Long-Term Vision
- Build on efficiency gains.
- Strengthen preventive legal strategies.
- Continue modernizing policies and procedures.

IN CLOSING

This year demonstrated that smart legal strategy pays dividends for the City. By handling more work in-house, negotiating favorable agreements, and taking a proactive approach, we delivered significant value while protecting the City's interests.

The establishment of assessment programs, negotiation of multi-million-dollar interlocal agreements, and resolution of the PFAS litigation showcase our ability to generate substantial value for taxpayers. Our comprehensive approach ensures the City is well-positioned for continued success.

I am proud of what our office accomplished this year and grateful for the Commission's continued support. We look forward to building on these successes in the year ahead.

Respectfully submitted,

Shawna G. Lamb

Shawna G. Lamb, Esq.
City Attorney

City Attorney Performance Review

Name of City Attorney: Shawna Lamb
Review Period: 10/01/2024 to 09/30/2025
Date of Review: October 7, 2025

1. **Legal Expertise and Counsel** (Rate 1-5, 5 being excellent)
    - Quality of legal advice: ____
    - Knowledge of municipal law: ____
    - Ability to anticipate legal issues: ____
    - Quality of legal work product: ____

2. **Management and Leadership** (Rate 1-5)
    - Supervision of legal department staff: ____
    - Budget management: ____
    - Professional development of staff: ____

3. **Communication and Relationships** (Rate 1-5)
    - With City Commission: ____
    - With City Manager and department heads: ____

4. **Litigation Management** (Rate 1-5)
    - Effectiveness in handling litigation: ____
    - Success rate in court: ____
    - Cost-effective management of outside cou

5. **Ethics and Integrity** (Rate 1-5)
    - Adherence to ethical standards: ____
    - Transparency in operations: ____
    - Conflict of interest management: ____

6. **Timeliness and Efficiency** (Rate 1-5)
    - Responsiveness to requests: ____
    - Meeting deadlines: ____
    - Efficient use of resources: ____

7. **Strategic Planning and Risk Management** (Rate 1-5)
    - Contribution to the City's strategic goals: ____
    - Effectiveness in identifying and mitigating legal risks: ____

8. **Overall Performance Rating** (1-5): ____

Key Accomplishments:
1.
2.
3.

Areas for Improvement:
1.
2.
3.

Goals for Next Review Period:
1.
2.
3.

Additional Comments:
_____
_____
_____
_____

Reviewer's Signature: _____ Date: _____

City Attorney's Signature: _____ Date: _____