Community Redevelopment Agency Board Meeting
Tuesday, November 17, 2026 - 6:00 PM
City Hall Chambers, 100 E. Ocean Avenue and Online Meeting
561-737-3256

AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Agenda Approval**
   - **A.** Additions, Deletions, Corrections to the Agenda
   - **B.** Adoption of Agenda
6. **Informational Items and Disclosures by Board Members and CRA Staff:**
   - **A.** Disclosure of Conflicts, Contacts, and Relationships for Items Presented to the CRA Board on Agenda
7. **Information Only**
   - **A.** Miscellaneous Quarterly Reports for July - October 2026
8. **Announcements and Awards**
   - **A.** Florida Redevelopment Association 2026 President's Award for The Cottage District Infill Housing Project
9. **Public Comments**
10. **Consent Agenda**
    - **A.** Approval of the CRA Board Meeting Minutes for September 8 and 15, 2026.
    - **B.** Approval of the Contractor Pool for the Residential Improvement Grant Pilot Program Established Under RFQ NO. 26-094Q and Authorization to Enter into Contracts with the Approved Contractors.

Motion to Approve

11. Pulled Consent Agenda Items

12. CRA Advisory Board

A. CRAAB Placemaking Initiative Presentation

13. Old Business

A. Consideration of the Purchase and Development Agreement with Lennar Homes, LLC for the Construction of Workforce Housing

B. Consideration of the Purchase and Sale Agreement for 136 W. Boynton Beach Blvd.

14. New Business

A. Consideration and Approval of an Interlocal Agreement between the CRA and the Solid Waste Authority of Palm Beach County

B. Consideration of United States Postal Service Lease Extension for 217 N. Seacrest Blvd.

C. Consideration of Rideshare Services

D. Project Overview of the W. Boynton Beach Boulevard Assemblage

E. Discussion regarding CRA Plan Update, TIF Policy and Amendment 3 Impacts

15. Future Agenda Items

16. Adjournment

NOTICE

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CRA BOARD 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 PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (F.S. 286.0105)

THE CRA 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 CRA. PLEASE CONTACT THE CRA, (561) 737-3256, AT LEAST 48 HOURS PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CRA TO REASONABLY ACCOMMODATE YOUR REQUEST.

ADDITIONAL AGENDA ITEMS MAY BE ADDED SUBSEQUENT TO THE PUBLICATION OF THE AGENDA ON THE CRA'S WEB SITE. INFORMATION REGARDING ITEMS ADDED TO THE AGENDA AFTER IT IS PUBLISHED ON THE CRA'S WEB SITE CAN BE OBTAINED FROM THE CRA OFFICE.

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: November 17, 2026

INFORMATION ONLY

AGENDA ITEM 7.A

SUBJECT:
Miscellaneous Quarterly Reports for July - October 2026

SUMMARY:

Quarterly Reports:

- Circuit Transit Inc. (Coastal Cruiser) Report – A quarterly update on transit ridership, operations, and service performance for the Coastal Cruiser program is provided for review in Attachment I.
- Neighborhood Officer Program Report – A quarterly overview of community engagement, patrol activities, and public safety initiatives conducted by the Neighborhood Officer Program is provided for review in Attachment II.
- Beautification Technician (CRA) Report – A quarterly summary of landscaping, maintenance, and beautification efforts undertaken within the Community Redevelopment Area (CRA) is provided for review in Attachment III.
- Code Enforcement (CRA) Report - A quarterly overview of proactive engagement with property owners and addressing code compliance within the CRA boundaries. Attachment IV.

ATTACHMENTS:

Description

- Attachment I - Circuit Q4 2026
- Attachment II - NOP Q4 Report
- Attachment III - Beautifications and Streets Q4 2026
- Attachment IV - CRA Code Enforcement Q4 Report

Circuit

Coastal Cruiser Q3 2026 Update

Presented to:

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Contact
Thandi Nyambose

Email:
thandi.nyambose@ridecircuit.com

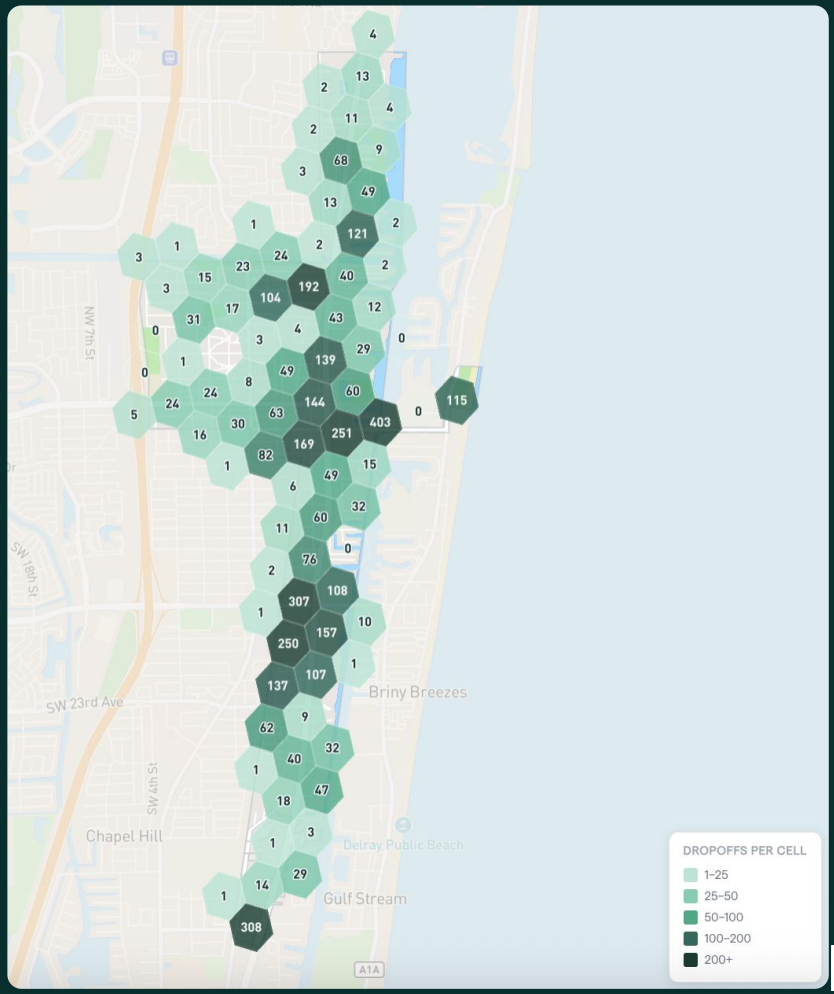
Date
November 2026

Service Details

Hours of Operation & Fleet

Monday: 10:00am – 8:00pm
Tuesday: 10:00am – 8:00pm
Wednesday: 10:00am – 8:00pm
Thursday: 10:00am – 8:00pm
Friday: 10:00am – 10:00pm
Saturday: 10:00am – 10:00pm
Sunday: 10:00am – 8:00pm

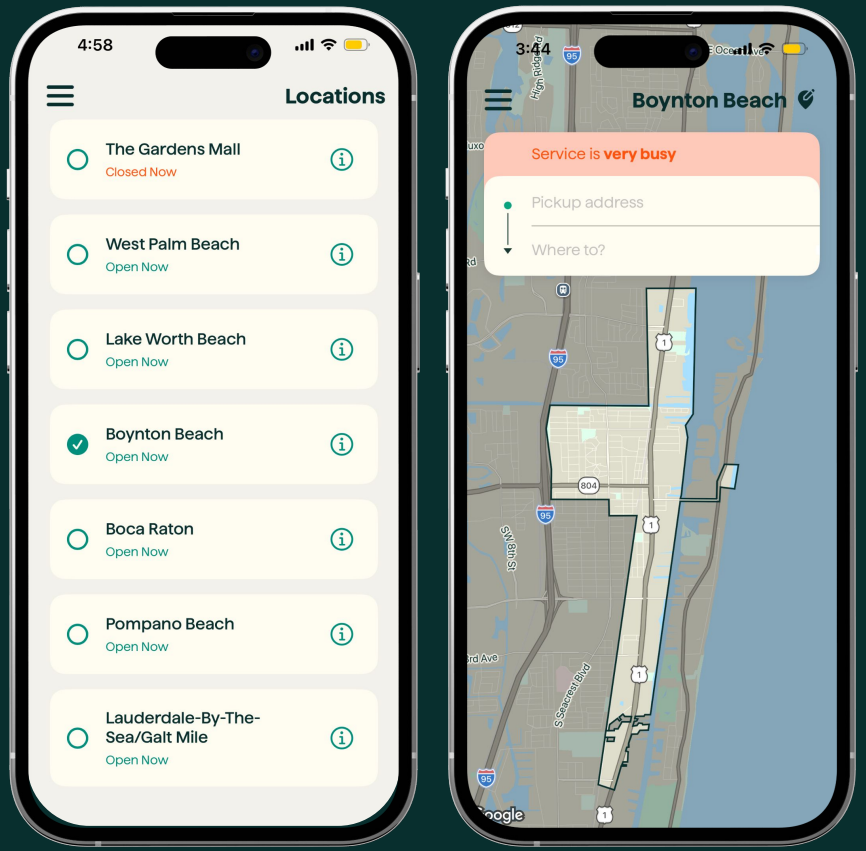
Total Vehicles: 4 (including 1 ADA GEM)



App Updates

Version 23.0.0

- Ride Circuit version 23.3.0 is now available for iOS and Android devices!
- Provided expanded functionality for tracking and viewing fixed transit routes, paired with a faster, more responsive address search tool.
- Background stability enhancements to ensure a smoother ride-booking experience.

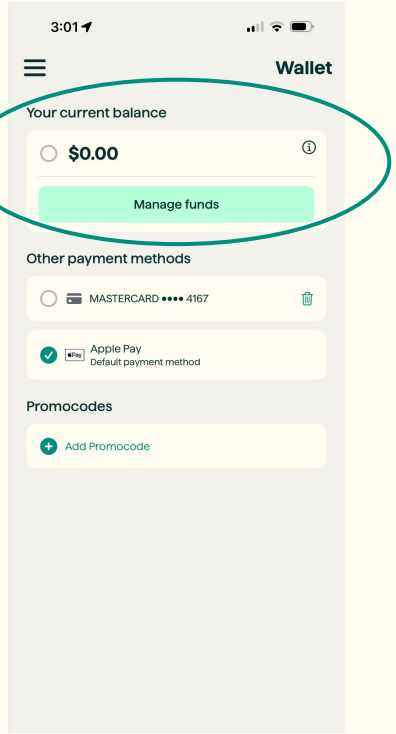


Circuit

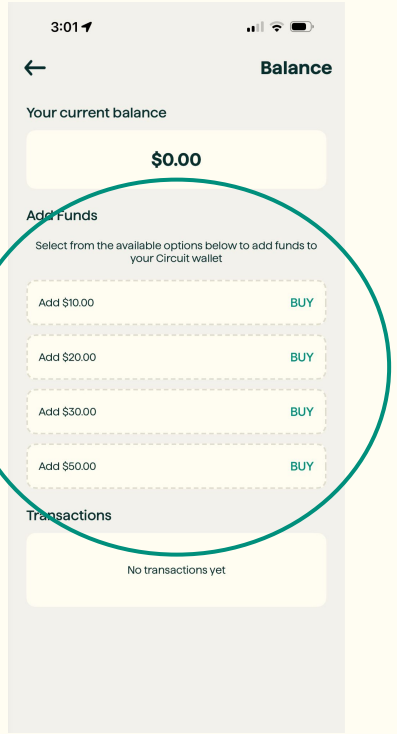
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

HIGHLIGHTS

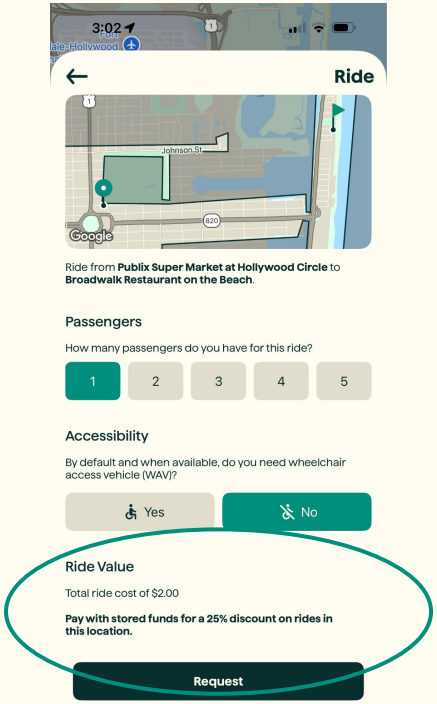
Circuit Cash



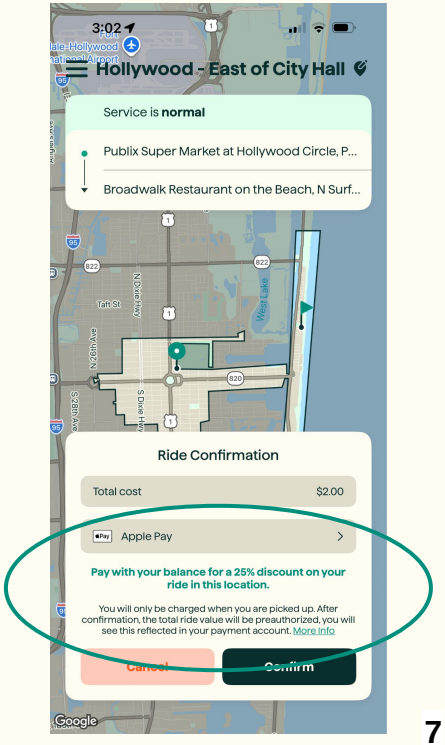
Wallet Home



Manage Funds



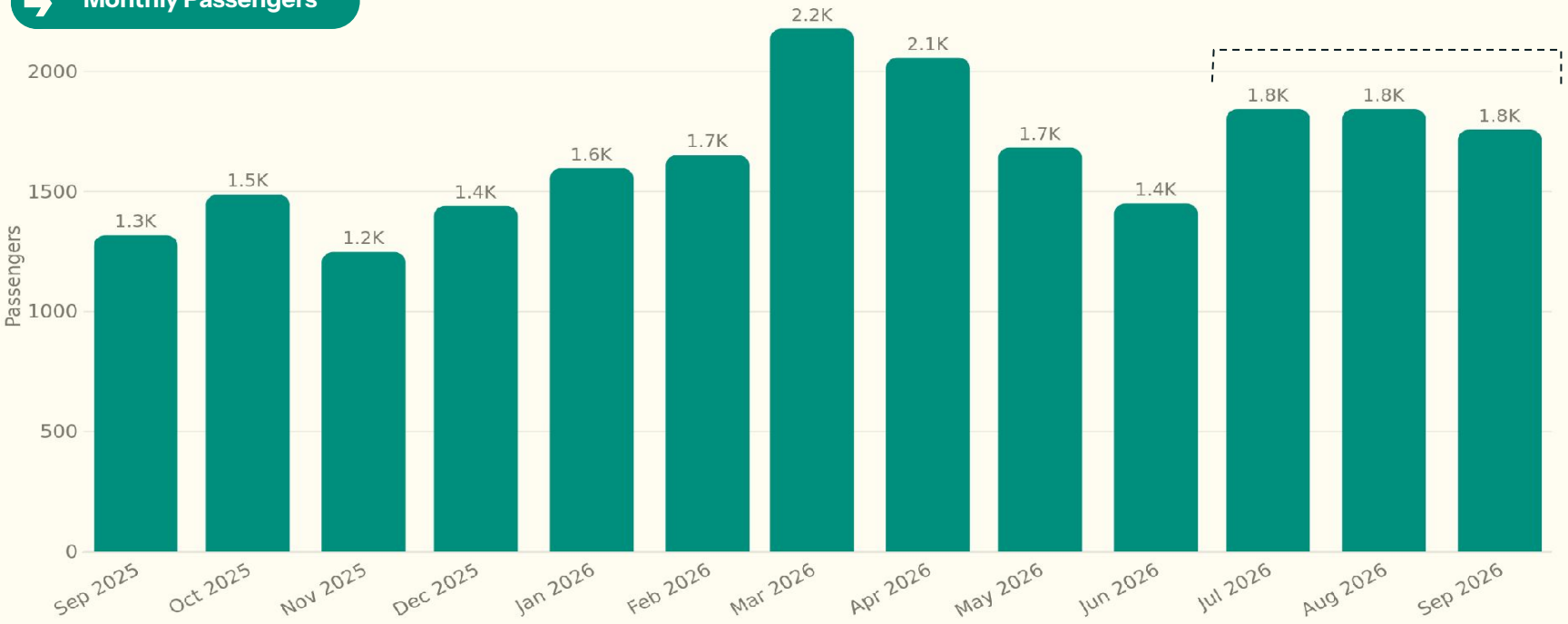
Ride Details



Ride Confirm

2026 Passenger *Overview*

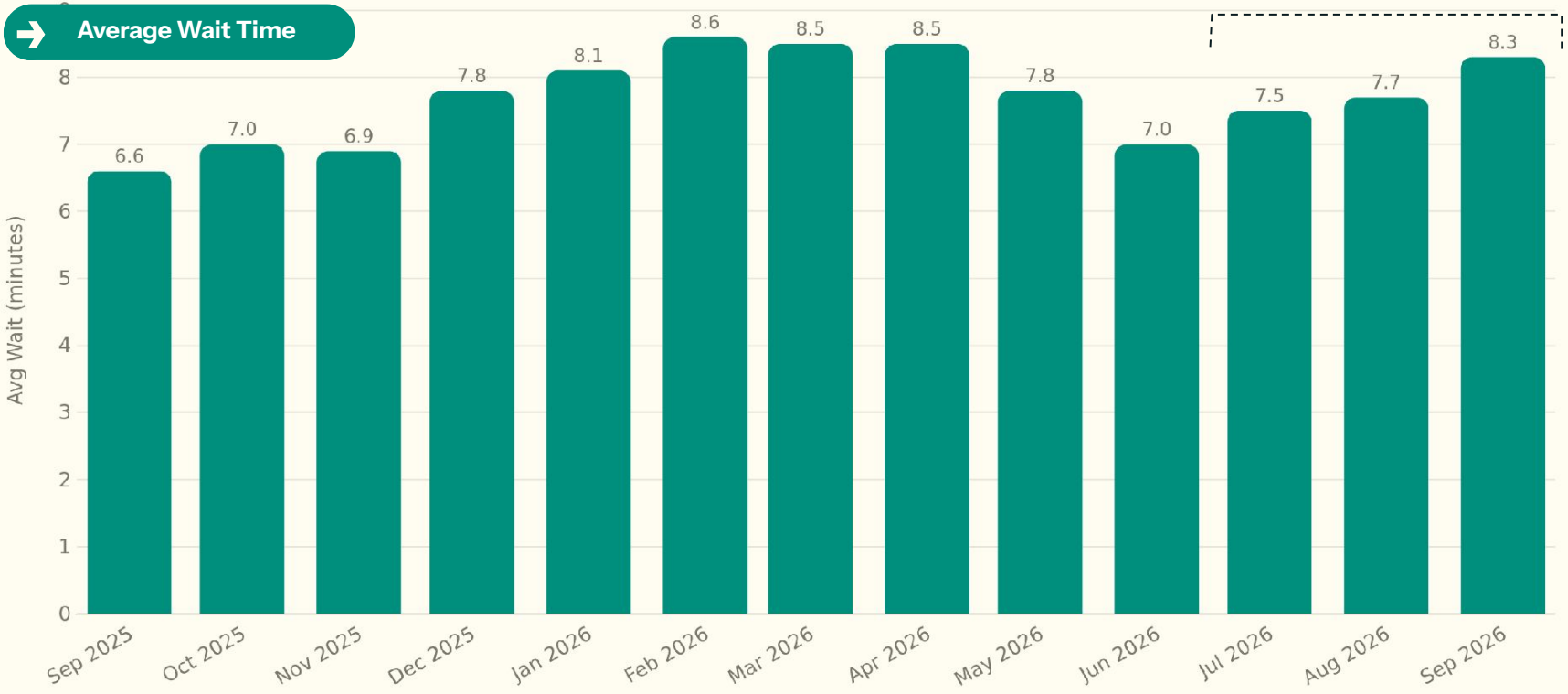
Monthly Passengers



Circuit

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2026 Wait Time *Overview*

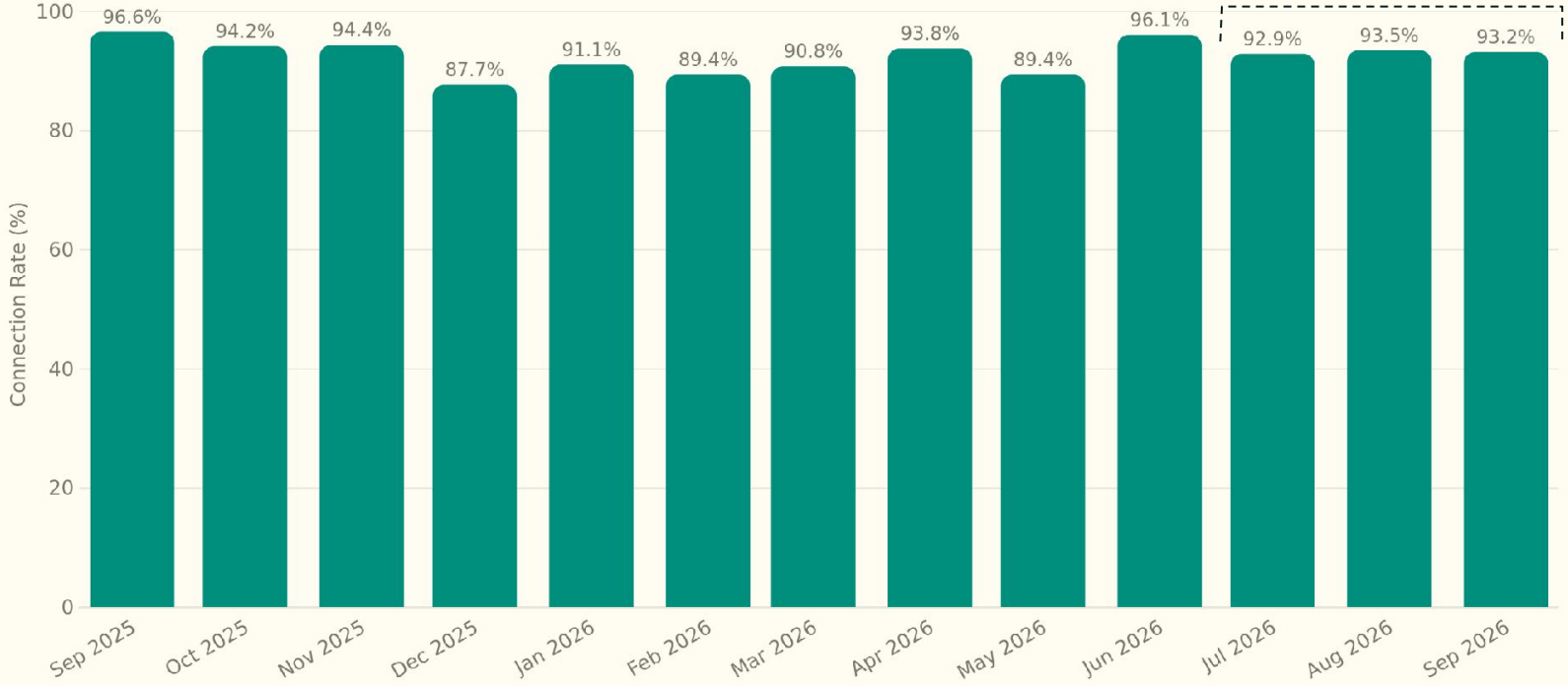


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2026 Connection Rate *Overview*

Monthly Connection Rate

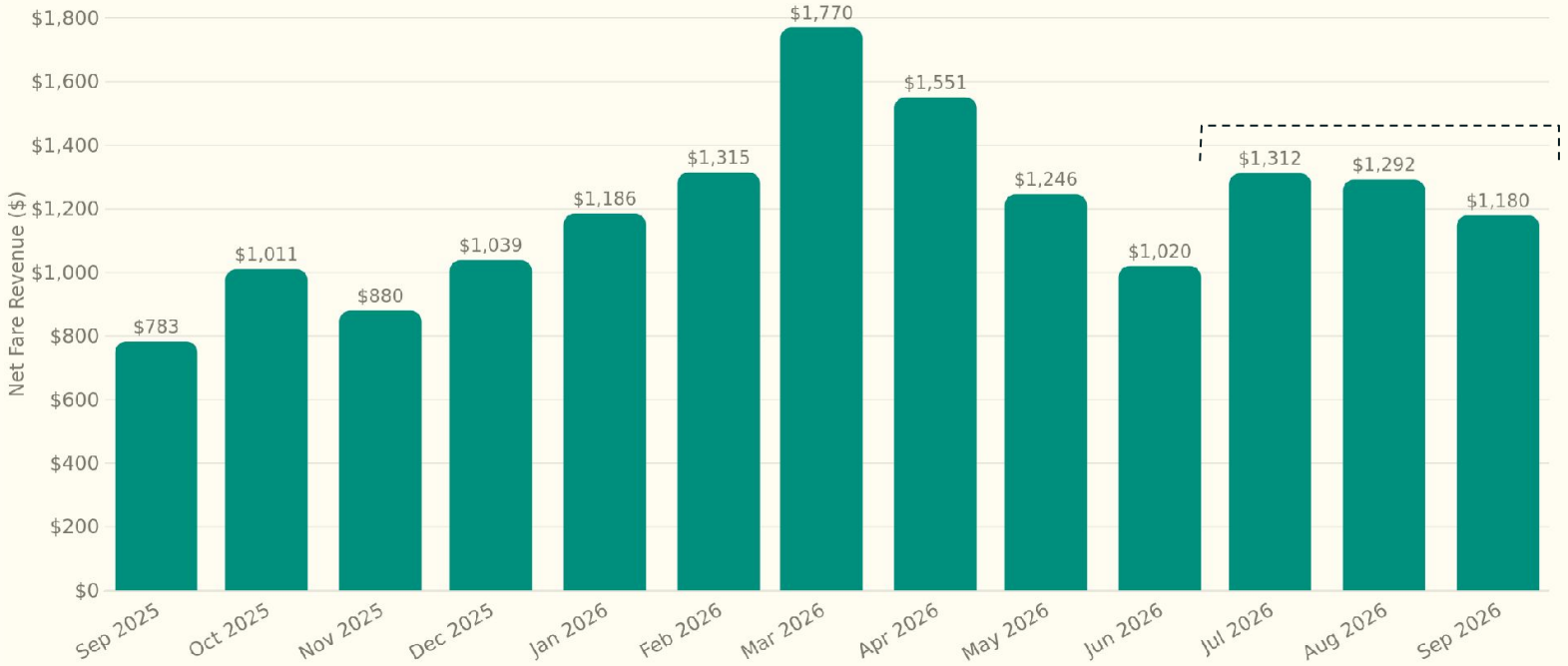


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2026 Fare Revenue *Overview*

Net Fare Revenue



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COMMUNITY REDEVELOPMENT AGENCY

Q3 *Summary*

5,429	Total Requests (+6.8% QoQ)
4,192	Total Rides (+8.2% QoQ)
5,446	Total Passengers (+3.9% QoQ)
4.93	Avg Driver Rating (-0.2% QoQ)
7:50	Average Wait-Time (+0.2% QoQ)
92.24%	Connection Rate (+0.1 % QoQ)
205	Avg Unique Users Per Month
48	Avg User Age

Top Destinations



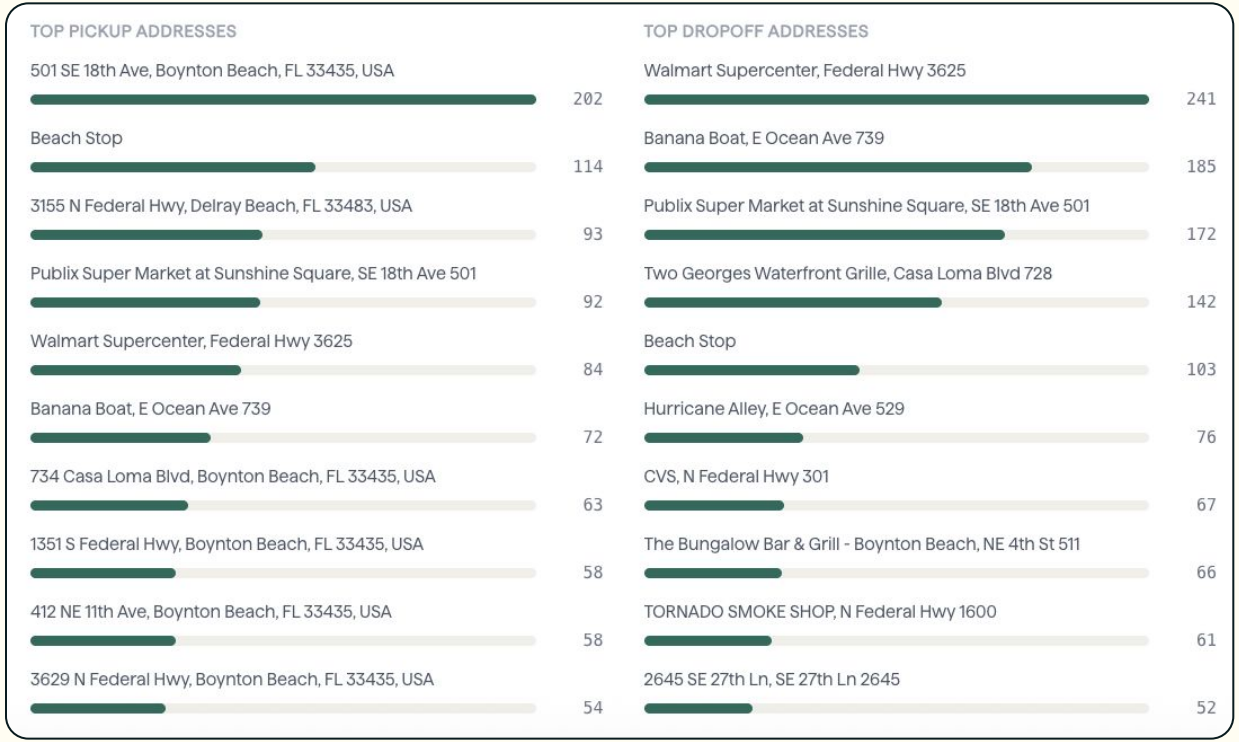


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Q3 *Top Locations*



Demand is well distributed across retail, recreation, and dining destinations, suggesting the service is functioning as a balanced community mobility network that **reduces parking demand while providing convenient first-/last-mile connections.**

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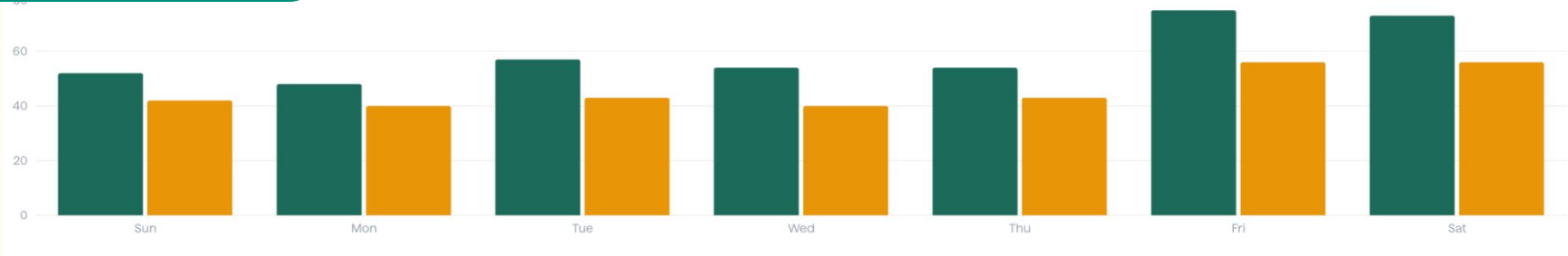
Q3 Ridership *Supply vs Demand*

Pronounced peak between 3-6PM, suggests riders rely on Coastal Cruiser for midday errands, beach trips,and shopping.

Requests by Hour



Requests by Day



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BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Q3 Ridership *Impact*

4.55
Metric tons of greenhouse gases avoided

512
Gallons of fuel avoided

272
Single Occupancy Vehicle miles avoided



Circuit estimates over $30,000 of economic impact generated toward *restaurants & shopping*

Circuit

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COMMUNITY REDEVELOPMENT AGENCY

“Jimmy and all ,are kind..I don't know what I would without CIRCUIT. THANKFULLY ”

“Chris was really nice and helpful. I will definitely use this service again! ”

-Boynton Beach Rider Reviews


Thank you!
BOYNTO
BEACH
SPORT FISHING DOCKS
Coastal Cruiser
CIRCUIT
Download the app to
K013
CIRCUIT

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
NEIGHBORHOOD OFFICER POLICING PROGRAM
Quarter 4 Fiscal Year 2025/26
Quarterly Report July 01, 2026 to September 30, 2026

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IV. Neighborhood Officer Program (NOP)

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- CRA Area Crime Statistics page 20

COMMUNITY ORIENTED POLICING DEFINED:

Community policing definitions typically focus on three components that characterize many programs: some level of community involvement and consultation; decentralization, often increasing discretion to line-level officers; and problem solving. Because community policing is focused on close collaboration with the community and addressing community problems, it has often been seen as an effective way to increase citizen satisfaction and enhance the legitimacy of the police and the evidence is supportive in this regard.

A major goal of this proposed neighborhood officer program is to cultivate high levels of mutual trust, understanding and respect between police and the residents of the neighborhoods they patrol and to ensure there is a visible presence of police in the community. In order to achieve this, it is necessary that these Community Partners develop relationships which transcend the confines of ordinary community policing activities and instead focuses upon building sustainable problem-solving partnerships.

Additionally, the building of problem-solving partnerships and substantive relationships with invested members of the community will lead to a greater understanding of some of the challenges members of the public face and help the police department garner unique insights which might aid in addressing these challenges. This program helps effectively integrate police personnel into the fabric of our community.

Reducing crime and disorder and improving the quality of life within historically blighted neighborhoods requires the development of these types of productive and meaningful relationships between citizens and representatives of their local government.

As the most visible and accessible municipal agency, police personnel are uniquely postured to serve as a catalyst to an array of city services, community resources and organizations which can aid those in need as they work to better their circumstances and work in concert with other Community Partners to confront the challenges they identify within the community.

QUARTERLY REPORT REQUIREMENTS:

The scope of this quarterly report is to fulfill the Program requirements set forth in the Inter-Local Agreement (ILA) between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency (CRA); whereas the CRA shall be provided a written report outlining the following:

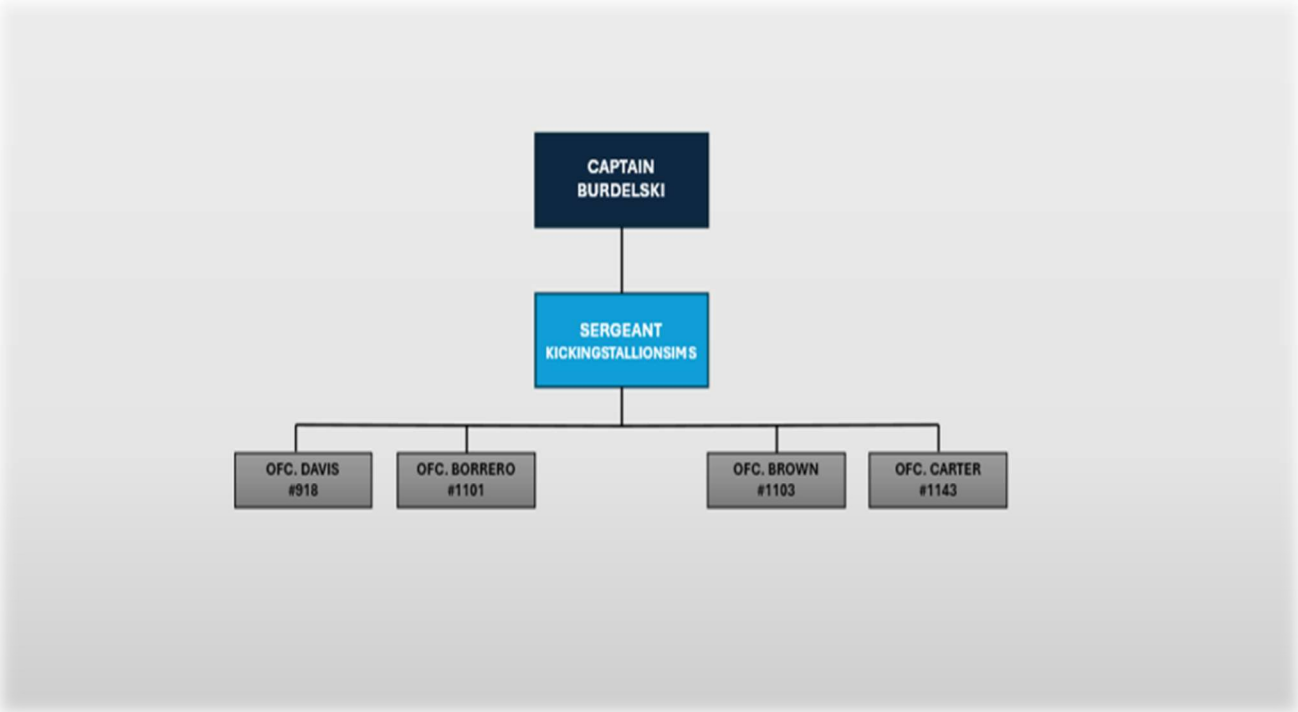
- Hours worked by the Program Officer;
- Name, rank and badge number of Program officers who have worked the Program during the reporting period;
- Activities undertaken to achieve the goals of the Program; and
- Crime statistics for the reporting period

CRA & BOYNTON BEACH POLICE DEPARTMENT ILA ACTIVITIES:

- The Boynton Beach CRA and the City will provide a visible base of operations for this Program located at 119 E. Martin Luther King Jr. Blvd. Unit #8, which will act as a neighborhood storefront police station.
- Police personnel assigned to this Program will be assigned within the CRA area.
- Assist with public education and crime prevention within the CRA area.
- Identify neighborhood specific problems and help with the coordination of other City services to resolve the issues.
- Implement the use of an automatic license plate reader (ALPR) as an intelligence gathering platforms.
- On a quarterly basis, the Police Department shall provide the CRA with crime statistics for the CRA area along with data gathered by the ALPR and a GIS map identifying where crimes are occurring in the area.
- Police personnel assigned to this unit shall patrol: (a) On foot, (b) on bicycle, or (c) on Segway vehicles, (d) on golf carts, or (e) other department issued vehicles.
- Police personnel assigned to this function shall work a minimum of 40 hours a week. Twenty of these hours should be spent being visible in the community, building relationships, collecting information and providing resources and information to residents and business owners who seek to promote positive change within their neighborhood. Specific emphasis should be given to those actions which will contribute to the attainment of the goals established with Community Partners such as but not limited to attend regularly scheduled Community Partners' meetings and establish attainable goals with measurable outcomes with Community Partners.
- The schedule for these Police personnel shall not be set, established or publicly posted. Their presence should be anticipated at any time by those who may be disrupted by their integration into the CRA area.
- Police personnel assigned to this function will be furnished with either cell phones or, at minimum, voicemail accounts, which will be used to correspond with police personnel directly. CRA staff shall be provided with a list of these phone numbers and protocol for telephone contact or dissemination of information by the CRA to the Officers assigned to the Program.
- CRA staff shall be informed of the Neighborhood Officers hours on a regular basis.
- The CRA shall be provided with an organizational chart of the Officers assigned to the Program listing rank, badge numbers and years of service.
- The CRA shall be provided a quarterly written report outlining the following:
    - Hours worked by the Program Officer
    - Name, rank and badge number of Program officers who have worked the Program during the reporting period.
    - Activities undertaken to achieve the goals of the Program
    - Crime statistics for the reporting period.

- The Police Department shall provide an annual written report summarizing the goals achieved along with a crime statistics report and associated map. Included in the report shall be recommendations for Program changes for the next fiscal year.
- Funding for the Neighbor Officer Policing Program shall be at the discretion of the CRA Board and appropriated annually.
- While the CRA will provide funding to support this program, operational and supervisory control remains with the Police Department.

CRA OFFICERS & ORGANIZATIONAL CHART:



- **Sgt. Kickingstallionsims was assigned as the new NOP supervisor effective May 2026.**
- **Ofc. Thompson was assigned as the newest member of NOP effective Oct. 19th 2026. Thompson replaced Ofc. Borrero who was promoted to Detective.**

CRA OFFICERS MISSION STATEMENT & TASKS:

Mission Statement: The NOP Program is a collaborative commitment with the CRA to create a prosperous and vibrant downtown district while providing safety to the business owners, residents, and visitors. This will be accomplished by having motivated, interested, and engaged officers who know their business owners, clergy and residents and stay in tune and engaged with the community through regular face to face contacts. Through these contacts, crimes and

community problems will be proactively and promptly addressed and enforced. When a community is well cared for and appropriately policed, it is more inviting to potential business owners, residents and guests and crime is collaboratively controlled through a whole of community approach.

TASKS:

- Solicit Trespass Agreements from all businesses in the CRAs district
- Solicit retailers in the CRA's district to sign up for the Telegram App. This app will be used as an information sharing mechanism between retailers and the department regarding theft suspects, vandals, trespassers etc.
- Serve as the first line of engagement with business owners, citizens and guests to resolve needs and conflicts.
- Monitor radio for in-progress crimes and nuisance calls in the CRAs District and respond and investigate those crimes. Specifically, CRA Officers are required to respond to all in progress calls to include but not limited to robberies, retail thefts, shootings, aggravated assaults & batteries, etc.
- Instances of Public Nuisance have the potential to affect the health, safety, welfare, and/or comfort of the general public. Therefore, CRA Officers are required to address all observed and reported instance of public nuisance offenses, to include but not limited to public intoxication, public drinking, public urination and defecation, harassment, intimidation, and passing out in public places.
- Patrol the CRA areas of the city with a positive solution-based approach.
- With CRA input, identify people with significant influence within the community (members of the clergy, community activists, longstanding residents who are well-respected); work with them to cultivate partnerships and organize activities which will address the needs and challenges identified.
- Work closely with Community Standards to identify and efficiently resolve code violations.
- Collaborate with and develop relationships with city departments so that relevant community complaints can be promptly resolved or mitigated.
- Monitor panhandlers and trespassers and take appropriate action to resolve the activity.
- Utilize "My Boynton App" to log and monitor code violations and community concerns when the matter cannot be immediately addressed.
- Partner with the agency's victim advocate and community programs to provide outreach and assistance to the unhoused.
- Attend monthly CRA meetings, events, and special meetings when assigned.

OFFICERS QUARTERLY WORK HOURS:

The CRA Officers are assigned to work four (4) ten (10) hour shifts during a calendar week. During the quarter, the officers were assigned to work Monday to Thursday and Tuesday to Friday. The table below depicts the officers' individual time during the quarter:

Officer	Eligible Quarterly Normal Work Hours	Road Patrol Hours Worked	Actual CRA Patrol Hours	Approved Leave Hours	Approved Training Hours	CRA Overtime Hours
Davis	335	0	335	85	60	0
Borrero	350.5	0	350.5	138.5	0	9
Brown	342.25	0	342.25	119.5	30	11.75
Carter	452.25	0	452.25	50	8	30.25
Sims	344	0	344	114	26	4

Note: The overtime hours listed above do not include CRA Detail hours worked, other department overtime or department detail hours worked by the listed officers. The only overtime hours included above are directly attributable to supplementary activities, duties or responsibilities in the CRA District. Additionally, Actual Patrol hours do not include overtime hours worked of any kind and exclude road patrol hours worked, approved leave hours and approved training hours.

QUARTERLY ACTIVITIES SUMMARY:

During this quarter the CRA Officers were not required to work regular road patrol hours as set forth on the above table.

CRA Officers have identified and remediated numerous unauthorized homeless encampments and have followed up by continued proactive monitoring to prevent re-establishment.

In direct response to community concerns, CRA Officers have intensified patrol operations and implemented a zero-tolerance policy toward criminal activity such as loitering, at the MLK Plaza located at 126,128,130 & 132 NE MLK Jr Blvd and the E-Z Mart located at 1005 N Seacrest Blvd.

During the 4th Quarter of FY 2025/26, the CRA Officers' accomplishments included, but were not limited to: attendance at several community events/meetings, completion of numerous extra patrols/business checks, attendance at all CRA Board/Advisory Board Meetings, 15 arrests and 259 traffic stops. Business walks and checks, whether conducted solely by the CRA Officers or in collaboration, with CRA staff, are opportunities to build bridges and relationships with the CRA District's business Community. During these self-initiated contacts, the CRA Officers and staff listen to concerns and problems and provide information and solutions to the business community. These grass root contacts serve as a critical information source and as a foundational basis for creativity and problem solving. In collaboration with BBCRA staff, the NOP

developed a plan to resume business walks, business checks, community meetings, and other initiatives designed to keep CRA Officers and Police Department command staff informed of community concerns. During these meetings, residents and business owners raise a variety of issues, including traffic-related problems, crime, and neighborhood cleanliness. CRA Officers and Police Department personnel address these concerns by offering guidance and recommendations and, when appropriate, coordinating with other City departments to resolve issues in a timely and effective manner. Community confidence in law enforcement is strengthened when residents see that their police department values their input, responds to their concerns, and works collaboratively with other City departments to implement meaningful and positive change.

SIGNIFICANT QUARTERLY ACTIVITIES BY WEEK:

WEEK 1 – 07/01/2026 to 07/05/2026

26-051392	BUSINESS CHECK AT 3625 S FEDERAL HWY
26-051401	TRAFFIC STOP AT 1200 N FEDERAL HWY
26-051474	BUSINESS CHECK AT 1600 S FEDERAL HWY
26-051494	TRESSPASS WARNING AT 421 NE 13TH AVE
26-051652	TRAFFIC STOP AT N SEACREST BLVD & E GATEWAY BLVD
26-051684	BUSINESS CHECK AT 643 NE 4TH AVE
26-051695	BUSINESS CHECK AT 700 CASA LOMA BLVD
26-051702	EXTRA PATROL AT 420 SE 4TH ST, BOYNTON BEACH, FL, 33435
26-051755	TRAFFIC STOP AT 100 E BOYNTON BEACH BLVD
26-051782	POLICE ASSIST AT 580 E WOOLBRIGHT RD
26-051799	TRAFFIC STOP AT E BOYNTON BEACH BLVD & N SEACREST BLVD

WEEK 2 – 07/06/2026 to 07/12/2026

26-052789	TRAFFIC STOP AT E MLK JR BLVD & N SEACREST BLVD
26-052835	EXTRA PATROL AT 234 NW 10TH AVE
26-052838	TRAFFIC STOP AT 1100 NW 4TH ST
26-053081	TRAFFIC STOP AT NW 4TH AVE & NW 5TH ST
26-053087	TRAFFIC STOP AT 901 S FEDERAL HWY
26-053093	TRAFFIC STOP AT 400 SE 5TH AVE
26-053097	TRAFFIC STOP AT 300 NE 1ST ST
26-053100	BUSINESS CHECK AT 580 E WOOLBRIGHT RD
26-053102	TRAFFIC STOP AT E BB BLVD & N FEDERAL HWY
26-053107	TRAFFIC STOP AT 100 E BOYNTON BEACH BLVD
26-053108	TRAFFIC STOP AT E WOOLBRIGHT RD & S FEDERAL HWY
26-053110	EXTRA PATROL AT 1600 S FEDERAL HWY
26-053111	BUSINESS CHECK AT 643 NE 4TH AVE

26-053124 TRAFFIC STOP AT 1300 N SEACREST BLVD
26-053159 TRAFFIC STOP AT 600 NE 2ND ST
26-053407 TRAFFIC STOP AT 301 N FEDERAL HWY
26-053436 EXTRA PATROL AT 7209 NW 9TH CT
26-053653 TRAFFIC STOP AT 137 E MARTIN LUTHER KING JR BLVD
26-053677 TRAFFIC STOP AT 2600 S FEDERAL HWY
26-053682 TRAFFIC STOP AT W WOOLBRIGHT RD & S SEACREST BLVD
26-053720 TRAFFIC STOP AT 2000 N SEACREST BLVD
26-053744 EXTRA PATROL AT 100 E MARTIN LUTHER KING JR BLVD
26-053748 EXTRA PATROL AT 500 NW 12TH AVE

WEEK 3 – 07/13/2026 to 07/19/2026

26-054666 TRAFFIC STOP AT 901 S FEDERAL HWY
26-054678 TRAFFIC STOP AT 580 E WOOLBRIGHT RD
26-054702 TRAFFIC STOP AT W WOOLBRIGHT RD & S CONGRESS AVE
26-054707 TRAFFIC STOP AT 2505 W WOOLBRIGHT RD
26-054712 TRAFFIC STOP AT 2505 W WOOLBRIGHT RD
26-054724 TRAFFIC STOP AT 1560 W BOYNTON BEACH BLVD
26-054736 TRESSPASS WARNING AT 501 SE 18TH AVE
26-054741 TRAFFIC STOP AT NW 1ST ST & W GATEWAY BLVD
26-054996 SUSPICIOUS PERSON AT E MARTIN LUTHER KING JR BLVD
26-055021 TRAFFIC STOP AT 300 W MARTIN LUTHER KING JR BLVD
26-055033 TRAFFIC STOP AT OLD DIXIE HWY & S FEDERAL HWY
26-055243 TRAFFIC STOP AT 100 W BOYNTON BEACH BLVD
26-055249 TRAFFIC STOP AT 234 NW 10TH AVE
26-055250 TRAFFIC STOP AT 600 NW 4TH ST
26-055255 TRAFFIC STOP AT 235 NW 11TH AVE
26-055263 TRAFFIC STOP AT 126 E MARTIN LUTHER KING JR BLVD
26-055274 TRAFFIC STOP AT 103 E BOYNTON BEACH BLVD
26-055300 DRUG ARREST AT 137 E MLK JR BLVD
26-055307 SUSPICIOUS PERSON AT E MARTIN LUTHER KING JR BLVD
26-055312 SUSPICIOUS PERSON AT W INDUSTRIAL AVE & W BB BLVD
26-055319 TRAFFIC STOP AT 1418 NW 1ST CT
26-055326 TRAFFIC STOP AT 400 E GATEWAY BLVD
26-055330 BUSINESS CHECK AT 580 E WOOLBRIGHT RD
26-055334 PROPERTY DAMAGE AT 457 NW 1ST AVE
26-055530 TRAFFIC STOP AT E MLK JR BLVD & N FEDERAL HWY
26-055569 EXTRA PATROL AT 457 NW 1ST AVE,
26-055601 EXTRA PATROL AT 3625 S FEDERAL

WEEK 4 – 07/20/2026 to 07/26/2026

26-056940 TRAFFIC STOP AT W WOOLBRIGHT RD & S SEACREST BLVD
26-056960 TRAFFIC STOP AT BOYNTON BEACH BLVD & N FEDERAL HWY
26-056968 TRAFFIC STOP AT 1300 W BOYNTON BEACH BLVD
26-056984 TRAFFIC STOP AT I95 GATEWAY TO BBB SB ON RAMP
26-057019 TRAFFIC STOP AT 1800 S FEDERAL HWY
26-057176 TRAFFIC STOP AT 1000 S FEDERAL HWY
26-057178 TRAFFIC STOP AT 400 E MARTIN LUTHER KING JR BLVD
26-057239 SUSPICIOUS PERSON AT 1600 S FEDERAL HWY
26-057286 TRAFFIC STOP AT E BOYNTON BEACH BLVD & N FEDERAL HWY
26-057456 EXTRA PATROL AT 421 NW 1ST AVE,
26-057510 TRAFFIC STOP AT 300 E WOOLBRIGHT RD
26-057540 TRAFFIC ARREST AT 100 NE 12TH AVE
26-057575 TRAFFIC STOP AT 1000 N SEACREST BLVD
26-057578 TRAFFIC STOP AT 300 NW 3RD ST
26-057794 POLICE ASSIST AT 136 NE 6TH AVE *(NOP Officers assisted an elderly female with applying for a Home Improvement Grant, yard work, a new sofa and mailbox donated by Home Depot)*

WEEK 5 – 07/27/2026 to 08/02/2026

26-058633 TRESPASS WARNING AT 1634 S FEDERAL HWY
26-058643 SUSPICIOUS PERSON AT 141 E MARTIN LUTHER KING JR BLVD
26-058759 BUSINESS CHECK AT 700 CASA LOMA BLVD
26-058837 TRAFFIC ARREST AT SNUG HARBOR DR
26-058897 TRAFFIC STOP AT 2300 S FEDERAL HWY
26-058937 TRAFFIC STOP AT W INDUSTRIAL AVE & W BOYNTON BEACH BLVD
26-059050 EXTRA PATROL AT 1600 S FEDERAL HWY
26-059061 BUSINESS CHECK AT 1600 N FEDERAL HWY
26-059066 TRAFFIC STOP AT QUANTUM BLVD & W GATEWAY BLVD
26-059068 EXTRA PATROL AT 420 SE 4TH ST
26-059146 TRAFFIC STOP AT E BOYNTON BEACH BLVD & N SEACREST BLVD
26-059160 DRUG ARREST AT 137 E MLJ JR BLVD
26-059176 BUSINESS CHECK AT 1600 S FEDERAL HWY
26-059404 TRAFFIC STOP AT 217 N SEACREST BLVD
26-059407 EXTRA PATROL AT 420 SE 4TH ST
26-059461 BUSINESS CHECK AT 580 E WOOLBRIGHT RD
26-059477 SUSPICIOUS PERSON AT 301 N FEDERAL HWY
26-059496 EXTRA PATROL AT 1600 S FEDERAL HWY
26-059635 BUSINESS CHECK AT 743 NE 1ST AVE
26-059642 EXTRA PATROL AT 420 SE 4TH ST
26-059688 WELFARE CHECK AT 100 E OCEAN AVE

WEEK 6 – 08/03/2026 to 08/09/2026

26-060432	SUSPICIOUS PERSON AT 1415 S FEDERAL HWY
26-060449	THEFT / WARRANT ARREST AT 100 E MARTIN LUTHER KING JR BLVD
26-060498	TRAFFIC STOP AT WOOLBRIGHT RD & S FEDERAL HWY
26-060644	BUSINESS CHECK AT N FEDERAL HWY
26-060708	BUSINESS CHECK AT 580 E WOOLBRIGHT RD
26-060754	TRAFFIC STOP AT 100 W BOYNTON BEACH BLVD
26-060755	TRAFFIC STOP AT 100 E BOYNTON BEACH BLVD
26-060760	SUSPICIOUS PERSON AT 100 E MARTIN LUTHER KING JR BLVD
26-060785	BUSINESS CHECK AT 743 NE 1ST AVE
26-060806	TRAFFIC STOP AT NE 3RD ST & E OCEAN AVE
26-060982	BUSINESS CHECK AT 640 E OCEAN AVE
26-060989	BUSINESS CHECK AT 643 NE 4TH AVE
26-061033	TRAFFIC STOP AT 2300 S FEDERAL HWY
26-061295	EXTRA PATROL AT 1600 S FEDERAL HWY
26-061297	TRAFFIC STOP AT 400 E WOOLBRIGHT RD
26-061317	TRAFFIC STOP AT 1800 S FEDERAL HWY
26-061349	TRAFFIC STOP AT E WOOLBRIGHT RD & S FEDERAL HWY
26-061520	BUSINESS CHECK AT 580 E WOOLBRIGHT RD
26-061553	BUSINESS CHECK AT 640 E OCEAN AVE

WEEK 7 – 08/10/2026 to 08/16/2026

26-062288	SUSPICIOUS PERSON AT E MARTIN LUTHER KING JR BLVD
26-062633	POLICE ASSIST AT 100 E OCEAN AVE
26-062699	TRAFFIC STOP AT NW 4TH ST & W BOYNTON BEACH BLVD
26-062704	TRAFFIC STOP AT 200 NE 12TH AVE
26-062914	BUSINESS CHECK AT 643 NE 4TH AVE
26-062922	BUSINESS CHECK AT 1600 N FEDERAL HWY
26-062925	TRAFFIC STOP AT E BOYNTON BEACH BLVD & N FEDERAL HWY
26-062986	TRAFFIC STOP AT 100 SE 13TH AVE
26-062999	TRAFFIC STOP AT 100 NW 8TH AVE
26-063008	TRAFFIC STOP AT 100 E WOOLBRIGHT RD
26-063016	EXTRA PATROL AT COTTAGE DISTRICT
26-063049	BUSINESS CHECK AT 580 E WOOLBRIGHT RD
26-063261	BUSINESS CHECK AT 1600 N FEDERAL HWY
26-063581	EXTRA PATROL AT 420 SE 4TH ST
26-063597	BUSINESS CHECK AT 1415 S FEDERAL HWY
26-063609	BUSINESS CHECK AT 580 E WOOLBRIGHT RD
26-063665	TRAFFIC STOP AT 100 N SEACREST BLVD
26-063679	TRAFFIC STOP AT 700 N FEDERAL HWY
26-063720	BUSINESS CHECK AT 3625 S FEDERAL HWY

WEEK 8 – 08/17/2026 to 08/23/2026

26-064625	TRAFFIC STOP AT E WOOLBRIGHT RD & S FEDERAL HWY
26-064635	TRAFFIC ARREST AT 2300 S SEACREST BLVD
26-064849	SUSPICIOUS PERSON AT 1550 N FEDERAL HWY
26-064855	BUSINESS CHECK AT 640 E OCEAN AVE
26-064857	EXTRA PATROL AT 743 NE 1ST AVE
26-064862	BUSINESS CHECK AT 643 NE 4TH AVE
26-064864	DRUG ARREST AT 1920 S FEDERAL HWY
26-064875	BUSINESS CHECK AT 580 E WOOLBRIGHT RD
26-064887	TRAFFIC STOP AT E OCEAN AVE & S FEDERAL HWY
26-064894	BUSINESS CHECK AT 1600 S FEDERAL HWY
26-064953	EXTRA PATROL AT 420 SE 4TH ST
26-064957	BUSINESS CHECK AT 580 E WOOLBRIGHT RD
26-065125	EXTRA PATROL AT 315 S FEDERAL HWY
26-065189	TRAFFIC STOP AT 200 W WOOLBRIGHT RD
26-065232	TRAFFIC STOP AT 1400 N SEACREST BLVD
26-065235	TRAFFIC STOP AT E BOYNTON BEACH BLVD & N FEDERAL HWY
26-065238	TRAFFIC STOP AT 1415 S FEDERAL HWY
26-065258	TRAFFIC STOP AT 400 N FEDERAL HWY
26-065450	TRESPASS WARNING AT NE 4TH AVE & NE 1ST ST
26-065513	BUSINESS CHECK AT 420 SE 4TH ST
26-065708	BUSINESS CHECK AT 580 E WOOLBRIGHT RD
26-065725	EXTRA PATROL AT 420 SE 4TH ST
26-065746	EXTRA PATROL AT 432 W BOYNTON BEACH BLVD
26-065749	EXTRA PATROL AT 420 SE 4TH ST
26-065757	TRAFFIC STOP AT 500 W GATEWAY BLVD

WEEK 9 – 08/24/2026 to 08/30/2026

26-066760	SUSPICIOUS PERSON AT 420 SE 4TH ST
26-066769	BUSINESS CHECK AT 643 NE 4TH AVE
26-066798	BUSINESS CHECK AT 1600 N FEDERAL HWY
26-066802	EXTRA PATROL AT 420 SE 4TH ST
26-066810	SUSPICIOUS PERSON AT 2403 S FEDERAL HWY
26-066832	TRAFFIC STOP AT 2403 S FEDERAL HWY
26-066870	TRAFFIC STOP 3000 N FEDERAL HWY
26-066877	EXTRA PATROL AT 117 E MARTIN LUTHER KING JR BLVD
26-066916	BUSINESS CHECK AT1600 S FEDERAL HWY
26-067138	SUSPICIOUS PERSON AT 137 E MARTIN LUTHER KING JR BLVD
26-067149	SUSPICIOUS PERSON AT 420 SE 4TH ST
26-067150	EXTRA PATROL AT 315 S FEDERAL HWY
26-067417	BUSINESS CHECK AT 420 SE 4TH ST

26-067431 EXTRA PATROL AT 315 S FEDERAL HWY
26-067510 EXTRA PATROL AT 1600 S FEDERAL HWY
26-067802 TRESPASS AGREEMENT AT 315 S FEDERAL HWY
26-067803 TRESPASS AGREEMENT AT 515 S FEDERAL HWY
26-067880 EXTRA PATROL AT 1005 N SEACREST BLVD

WEEK 10 – 08/31/2026 to 09/06/2026

26-068547 TRAFFIC STOP AT 600 S SEACREST BLVD
26-068569 TRAFFIC STOP AT E MLK JR BLVD & N SEACREST BLVD
26-068571 EXTRA PATROL AT 1005 N SEACREST BLVD
26-068876 BUSINESS CHECK AT 131 E BOYNTON BEACH BLVD
26-068880 TRAFFIC STOP AT 509 E BOYNTON BEACH BLVD
26-068883 EXTRA PATROL AT 420 SE 4TH ST
26-068884 EXTRA PATROL AT 743 NE 1ST AVE
26-068885 TRAFFIC STOP AT 1600 S FEDERAL HWY
26-068893 TRAFFIC STOP AT 316 NE 11TH AVE
26-068894 TRAFFIC STOP AT 1000 S FEDERAL HWY
26-068895 SUSPICIOUS PERSON AT 1600 S FEDERAL HWY
26-068896 BUSINESS CHECK AT 1600 S FEDERAL HWY
26-069130 TRAFFIC STOP AT 100 E MARTIN LUTHER KING JR BLVD
26-069134 ACCIDENTAL DAMAGE AT 225 NW 12TH AVE
26-069144 TRAFFIC STOP AT 500 W BOYNTON BEACH BLVD
26-069153 EXTRA PATROL AT 1600 S FEDERAL HWY
26-069182 EXTRA PATROL AT 1415 S FEDERAL HWY
26-069185 TRAFFIC STOP AT 300 NE 9TH AVE
26-069200 TRAFFIC STOP AT 1000 N SEACREST BLVD
26-069207 TRAFFIC STOP AT 500 W BOYNTON BEACH BLVD
26-069213 TRESPASS WARNING AT 131 E BOYNTON BEACH BLVD
26-069242 EXTRA PATROL AT 128 E MLK JR BLVD
26-069742 EXTRA PATROL AT 743 NE 1ST AVE
26-069762 EXTRA PATROL AT 420 SE 4TH ST

WEEK 11 – 09/07/2026 to 09/13/2026

26-070945 BUSINESS CHECK AT 1600 S FEDERAL HWY
26-070963 TRESPASS WARNING AT 548 E WOOLBRIGHT RD
26-071150 BUSINESS CHECK AT OCEAN PLAZA
26-071164 TRAFFIC COMPLAINT AT 1620 S FEDERAL HWY
26-071494 BUSINESS CHECK AT 3625 S FEDERAL HWY
26-071507 TRAFFIC STOP AT 600 N SEACREST BLVD
26-071522 TRAFFIC STOP AT 700 N FEDERAL HWY
26-071523 TRESPASS WARNING AT 234 NW 10TH AVE

26-071531 EXTRA PATROL AT 580 E WOOLBRIGHT RD
26-071592 SUSPICIOUS PERSON AT 300 W MARTIN LUTHER KING JR BLVD

WEEK 12 – 09/14/2026 to 09/20/2026

26-072782 TRAFFIC STOP AT 1550 N FEDERAL HWY
26-072814 TRAFFIC STOP AT 1600 S FEDERAL HWY
26-072822 SUSPICIOUS PERSON AT 300 E MARTIN LUTHER KING JR BLVD
26-073038 EXTRA PATROL AT E OCEAN AVE & SE 2ND AVE
26-073052 BUSINESS CHECK AT 700 CASA LOMA BLVD
26-073070 TRAFFIC STOP AT 2200 S FEDERAL HWY
26-073071 TRAFFIC STOP AT 2400 S FEDERAL HWY
26-073076 BUSINESS CHECK AT 1600 S FEDERAL HWY
26-073086 BUSINESS CHECK AT 1600 N FEDERAL HWY
26-073131 SUSPICIOUS PERSON AT 117 NE 9TH AVE
26-073330 BUSINESS CHECK AT 100 E OCEAN AVE
26-073366 EXTRA PATROL AT 580 E WOOLBRIGHT RD
26-073385 SUSPICIOUS PERSON AT 131 N CONGRESS AVE
26-073392 TRAFFIC STOP AT 700 N FEDERAL HWY
26-073444 TRAFFIC STOP AT 1000 N FEDERAL HWY
26-073453 TRAFFIC STOP AT 600 N SEACREST BLVD
26-073455 TRAFFIC STOP AT 100 NW 4TH AVE
26-073459 TRESPASS ARREST AT 100 E MARTIN LUTHER KING JR BLVD
26-073701 DRUG ARREST AT 300 E MARTIN LUTHER KING JR BLVD
26-073712 BUSINESS CHECK AT 100 E OCEAN AVE
26-073907 EXTRA PATROL AT 580 E WOOLBRIGHT RD
26-073927 EXTRA PATROL AT 743 NE 1ST AVE
26-073953 TRAFFIC STOP AT WOOLBRIGHT RD & S FEDERAL HWY
26-073957 TRAFFIC STOP AT 3501 S FEDERAL HWY
26-073963 BUSINESS CHECK AT 640 E OCEAN AVE
26-073968 EXTRA PATROL AT 743 NE 1ST AVE

WEEK 13 – 09/21/2026 to 09/30/2026

26-074775 POLICE ASSIST AT 2815 S SEACREST BLVD
26-075023 SUSPICIOUS PERSON AT 1021 S FEDERAL HWY
26-075032 EXTRA PATROL AT 743 NE 1ST AVE
26-075052 TRAFFIC STOP AT 100 W BOYNTON BEACH BLVD
26-075068 TRAFFIC STOP AT 900 N SEACREST BLVD
26-075070 TRAFFIC STOP AT 100 W BOYNTON BEACH BLVD
26-075311 POLICE ASSIST AT 300 BOYNTON BAY CIR
26-075394 TRAFFIC STOP AT E GATEWAY BLVD & N SEACREST BLVD
26-075647 BUSINESS CHECK AT 2923 S FEDERAL HWY

26-075659	TRESPASS WARNING AT 141 E MARTIN LUTHER KING JR BLVD
26-075666	TRAFFIC STOP AT 111 E WOOLBRIGHT RD
26-075672	BUSINESS CHECK AT 420 SE 4TH ST
26-075674	EXTRA PATROL AT 1600 S FEDERAL HWY
26-075691	TRESPASS COMPLAINT AT 501 SE 18TH AVE
26-075964	SUSPICIOUS PERSON AT 515 S FEDERAL HWY
26-075985	TRAFFIC STOP AT SE 23RD AVE & S FEDERAL HWY
26-077020	TRAFFIC STOP / DRUG ARREST AT 1100 N FEDERAL HWY
26-077397	TRAFFIC STOP AT 100 S FEDERAL HWY
26-077402	TRAFFIC STOP AT 300 E MARTIN LUTHER KING JR BLVD
26-077640	TRESPASS WARNING AT 132 E MARTIN LUTHER KING JR BLVD
26-077645	TRESPASS WARNING AT 141 E MARTIN LUTHER KING JR BLVD
26-077678	TRAFFIC STOP AT 300 NW 12TH AVE
26-077685	TRAFFIC STOP AT NE 4TH ST & E GATEWAY BLVD
26-077747	TRAFFIC STOP AT E MLK JR BLVD & N FEDERAL HWY
26-077748	TRAFFIC STOP AT E OCEAN AVE & N FEDERAL HWY
26-077754	TRAFFIC STOP AT 2300 S FEDERAL HWY
26-077756	BUSINESS CHECK AT 3625 S FEDERAL HWY
26-077759	BUSINESS CHECK AT 501 SE 18TH AVE

Note* The use of Case# (number) above refers to either a case number where a report was generated or to a computer aided dispatch (CAD) number. These numbers are provided to allow for verification of the listed incidents if necessary.

Photo highlights of Quarter 4:

RIBBON CUTTING FOR MANGROVE MANOR AT SCHOOLHOUSE MUSEM



NOP WELCOMES STUDENTS BACK TO SCHOOL





ANNUAL EMPLOYEE KICKBALL GAME



COMMUNITY PROMISE / BOYNTON'S WOMEN'S CLUB FRAUD PREVENTION



KIDS VERSUS COPS




WHITE CANE SAFETY AWARENESS DAY



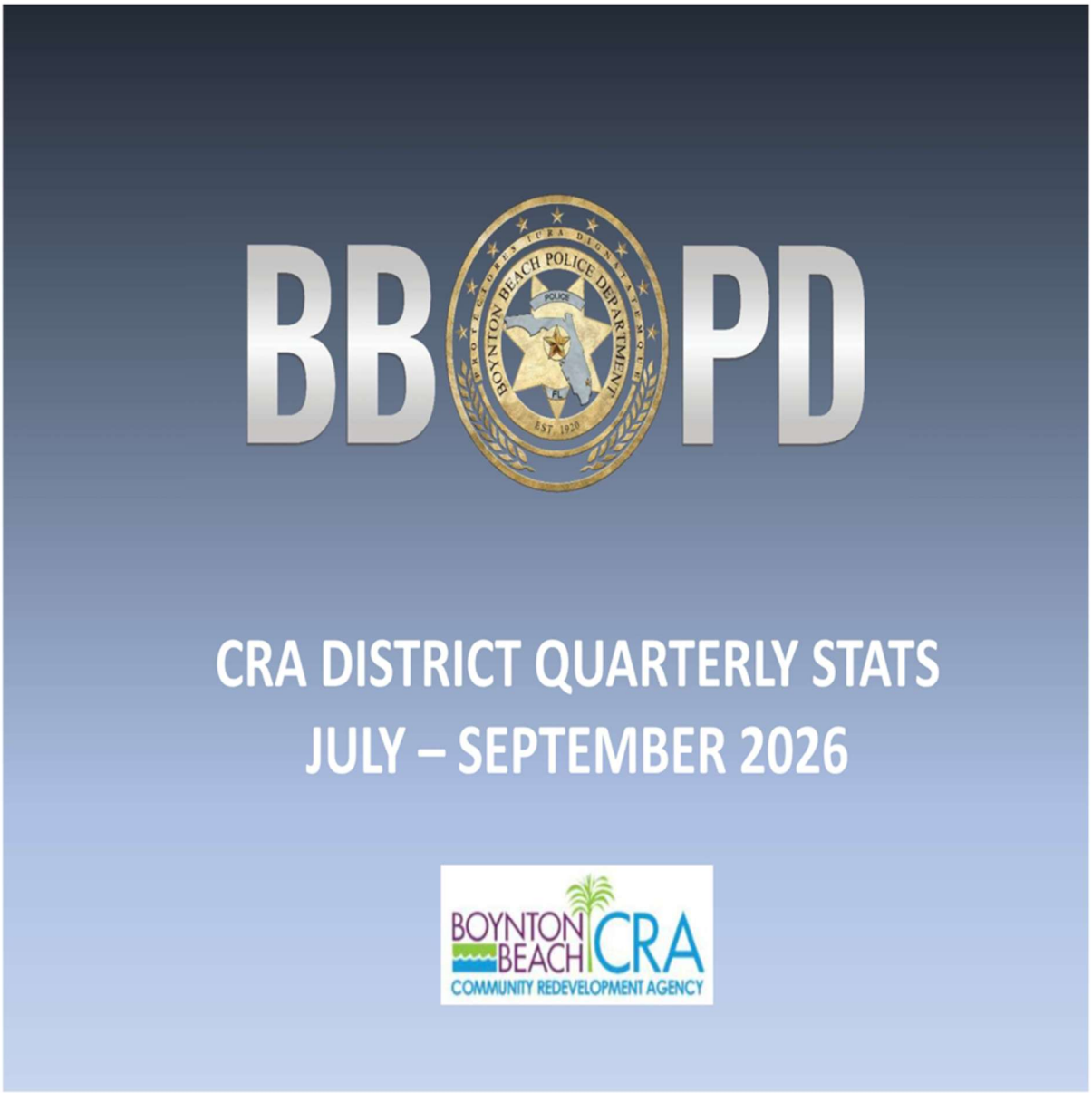

GROUNDBREAKING AT OCEAN ONE



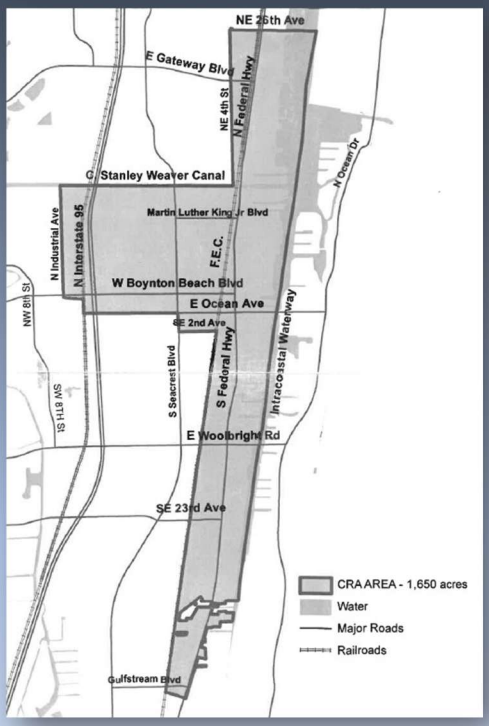
GROUNDBREAKING AT OCTAVIA -TOWN SQUARE

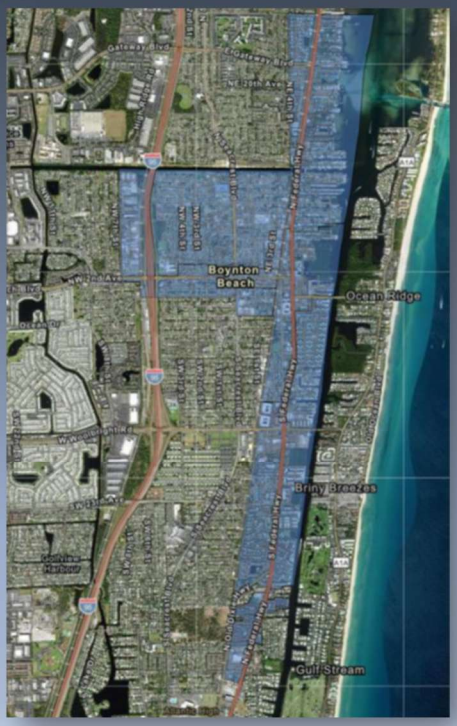


CRA Crime Statistics July 1st, 2026, to September 30th, 2026

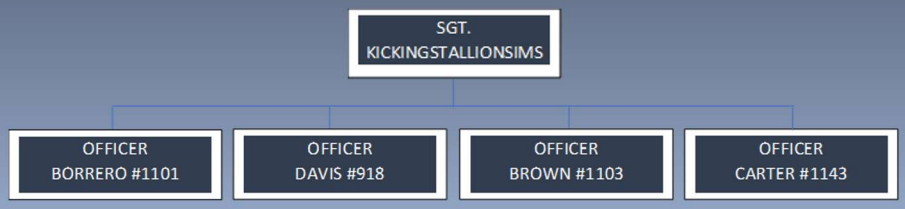


CRA DISTRICT MAP / BOUNDARIES





CRA DISTRICT ORGANIZATIONAL CHART



BOYNTON BEACH POLICE DEPARTMENT

CRA CRIME REPORT JULY - SEPTEMBER 2026

BB PD

OFFENSE	2025 JULY	AUG	SEPT	2025 QTR TOTAL	2026 JULY	AUG	SEPT	2026 QTR TOTAL	% CHANGE / LAST YEAR
CRIMINAL HOMICIDE *	1	0	0	1	0	1	0	1	0%
SEXUAL BATTERY	2	0	2	4	1	0	0	1	-75%
ROBBERY	2	0	3	5	1	0	1	2	-60%
AGG ASSAULT/BATTERY	10	5	5	20	6	4	1	11	-45%
VIOLENT CRIME TOTAL:	15	5	10	30	8	5	2	15	-50%

OFFENSE	2025 JULY	AUG	SEPT	2025 QTR TOTAL	2026 JULY	AUG	SEPT	2026 QTR TOTAL	% CHANGE / LAST YEAR
BURGLARY	2	3	2	7	4	1	6	11	57%
AUTO BURGLARY	4	10	10	24	2	2	1	5	-79%
AUTO THEFT	4	2	2	8	1	0	2	3	-63%
LARCENY	15	22	16	53	9	13	9	31	-42%
NON-VIOLENT CRIME TOTAL:	25	37	30	92	16	16	18	50	-46%
INDEX CRIME TOTAL	40	42	40	122	24	21	20	65	-47%

*Criminal Homicide does not include Vehicular Homicide as per NIBRS definition.

	2025 JULY	AUG	SEPT	2025 QTR TOTAL	2026 JULY	AUG	SEPT	2026 QTR TOTAL	% CHANGE / LAST YEAR
ARRESTS	66	63	67	196	71	80	50	201	3%
TRAFFIC COLLISION	29	41	37	107	27	18	9	54	-50%
DRUG OFFENSES	2	3	0	5	8	10	7	25	400%

	2025 JULY	AUG	SEPT	2024 QTR TOTAL	2026 JULY	AUG	SEPT	2026 QTR TOTAL	% CHANGE / LAST YEAR
FIELD INTERVIEWS	20	13	15	48	19	23	13	55	15%
TRESPASS WARNING	41	29	15	85	13	14	21	48	-44%

BOYNTON BEACH POLICE DEPARTMENT
OFFICER STATS JULY 2026
CRA

OFFICER BADGE	OFFICER NAME	CITATIONS	WARNINGS	ARRESTS	FIR'S	TRAFFIC STOPS	CALLS FOR SERVICE	EXTRA PATROL
918	DAVIS		5			21	48	4
1101	BORRERO	9		3	1	43	79	5
1103	BROWN					12	36	3
1143	CARTER	1		5		41	75	3

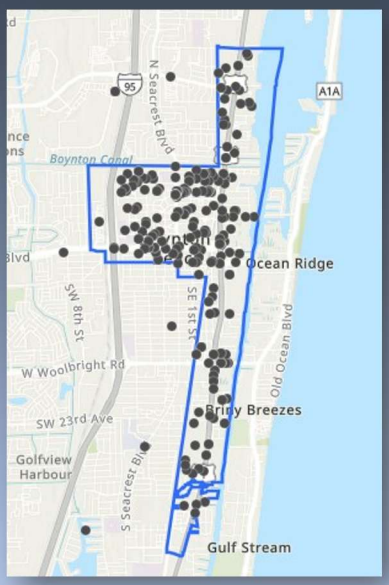
BOYNTON BEACH POLICE DEPARTMENT
OFFICER STATS AUGUST 2026
CRA

OFFICER BADGE	OFFICER NAME	CITATIONS	WARNINGS	ARRESTS	FIR'S	TRAFFIC STOPS	CALLS FOR SERVICE	EXTRA PATROL
918	DAVIS					16	67	10
1101	BORRERO	1		1	1	10	17	1
1103	BROWN	3	4			15	40	4
1143	CARTER		1	3		19	38	4

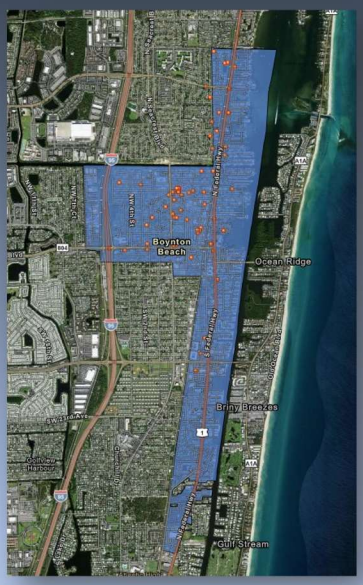
BOYNTON BEACH POLICE DEPARTMENT
OFFICER STATS SEPTEMBER 2026
CRA

OFFICER BADGE	OFFICER NAME	CITATIONS	WARNINGS	ARRESTS	FIR'S	TRAFFIC STOPS	CALLS FOR SERVICE	EXTRA PATROL
918	DAVIS					11	36	3
1101	BORRERO	2		1		23	45	1
1103	BROWN	1	2			16	43	11
1143	CARTER	8		2		32	67	3

CRA DISTRICT CRIME MAP 2025 / 2026 COMPARISON



CRA DISTRICT CRIME MAP
JULY – SEPT 2025



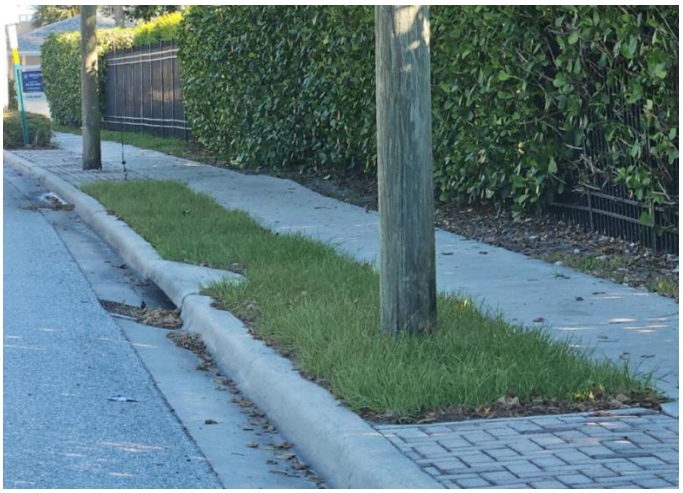
CRA DISTRICT CRIME MAP
JULY – SEPT 2026

*NEW MAPPING FORMAT – OFFENSES ARE SHOWN IN CLUSTER FORMATION.


PROTECTORES IURA DIGNITATEMQUE
BOYNTON BEACH POLICE DEPARTMENT
POLICE
FL
EST. 1920

Quarterly Report of B & S Maintenance Technicians in the CRA Areas

Date	July ~ September 2026
Major Activities & Accomplishments	▪ Galaxy Park (September): o Pressure cleaned walkways and pavilion o Repaired uneven or cracked sidewalks o Replaced wheel-stops o Sign repair and replacement ▪ Palmetto Greens Park (September): o Pressure cleaned walkways, benches, tables, signs, restroom building, pavilion Repaired uneven or cracked sidewalks o Sign repair and replacement o Repair wheel-stops ▪ Jacyee Park (August): o Pressure cleaned walkways and pavilions, roofs o Repaired uneven or cracked sidewalks o Repaired broken sidewalks o Sign repair and replacement o Painted boardwalks o Restore dog wash areas ▪ Boynton Isles sign area (September): o Repaired the existing irrigation system o Removed naturalized plant close to the sidewalks o Remove old mulch and replace it with SOD and new mulch. o Palm trimming ▪ Intracoastal Park (July): o Pressure cleaned walkways and pavilion o Repaired uneven or cracked sidewalks o Replaced wheel-stops o Sign repair and replacement o Repaired broken sidewalks and potholes o Paint curbs

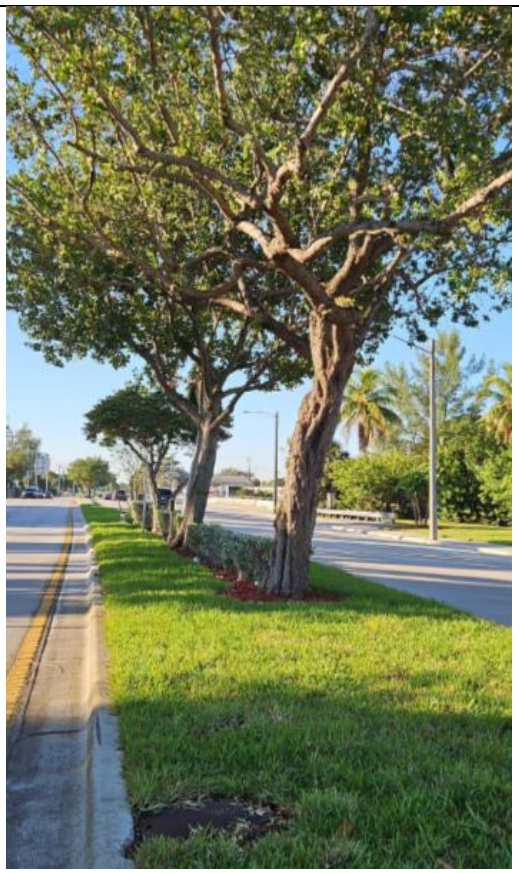
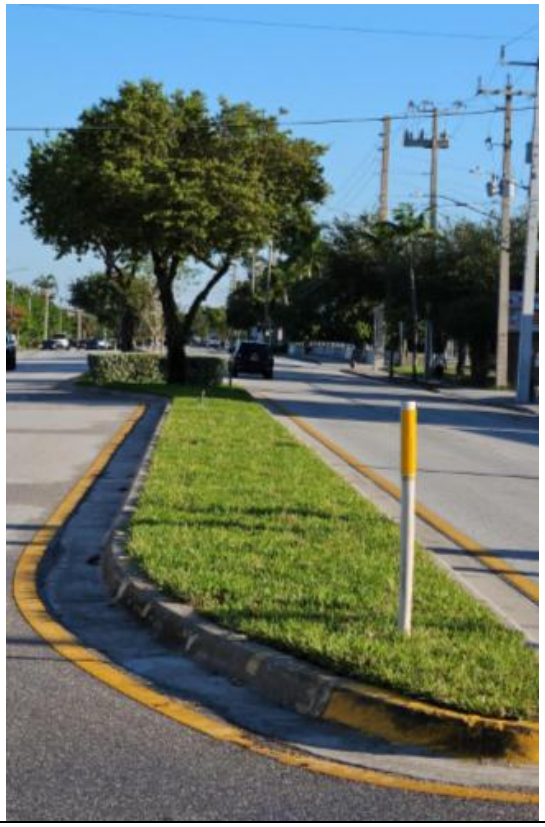
Other Activities	
<u>Removed mulch and installed sod along planters on Federal Hwy</u>	   
<u>Enhancement of Boynton Isles signage area</u>	Existing Conditions 

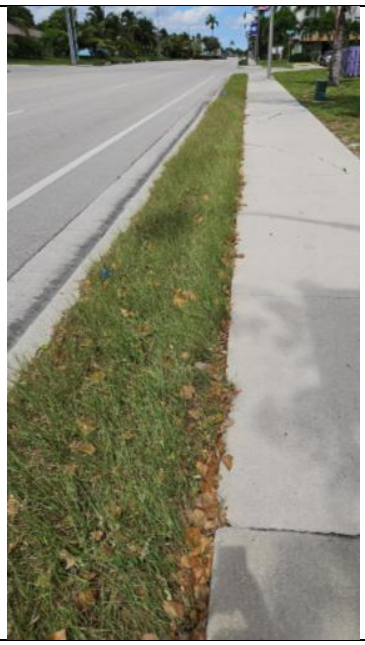





NO SOLICITING
POLICE PATROLLED

	Improvements   

Improvements of N Federal Hwy medians between MLK Jr Blvd and Ocean Inlet Drive	   

Removed mulch and installed sod in planters along N Seacrest Blvd	 
Sign Repairs and installation	      

Walkway repairs in the parks	 
New sidewalk connection and Crosswalk striping near Galaxy and Poinciana Elementary School	Galaxy Elementary School    

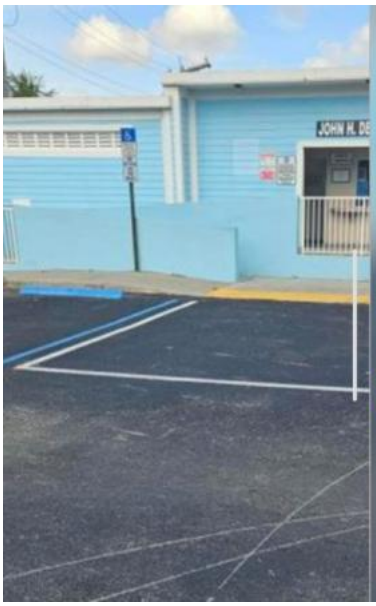
In-house striping work & removal of graffiti	 Temp Parking Spaces   






50698 50694


50698 50694





Concrete Work &	Jaycee Park  broken sidewalk near 726 NE 1st Street  Centennial Park 

Oyer Park (08 07, 26)





6 Benches installation at Mausoleum





S Federal Hwy



Pothole Repair & Speed hump installation	NE 6th Ave & NW 13th Ave     NW 6th Ave. & NW 1st Street   

Misc Tasks	Sara Sims Park  NE 4th Street  S Federal Hwy median 

CRA CODE ENFORCEMENT QUARTERLY REPORT

Reporting Period: July 1, 2026, to September 30, 2026

Prepared by: Code Enforcement Supervisor, Angela Neely

Summary of Activities

- **CRA Boundary Compliance**

  Our CRA Officer conducts proactive engagement with property owners and community stakeholders, while providing necessary resources and educational material. In addition, to building relationships with our community members, between 6 AM-8AM, we conduct the following sweeps in the CRA areas:

  - ✓ Oversized trucks and inoperable vehicles
  - ✓ Address business parking lot lights and illuminated signs for maintenance issues.
  - ✓ Address vehicles parked on the grass, right-of-way, south of Boynton Beach Blvd.
  - ✓ Address illegal dumping on public property (submitting MyBoynton ticket).
  - ✓ Working with the Beautification & Streets Department to address community dumping sites by communicating with neighboring residents, educating them on where their bulk trash should be placed, repairing the damaged swales where community dumping occurs and installing signage to prevent re-occurrence.



- Officer Scheduling and Visibility:

    - ✓ Code Officer Luis Arias
        1. Work schedule- Sunday through Thursday from 5 AM to 2 PM.
        2. Coverage- On September 21, 2026, Luis was re-assigned to Zone 8. Previous Code Officer John LeClair II, is no longer with this department.

- Coordination with CRA Neighborhood Officer

  As of August 31, 2026, the Code Enforcement Department is directed by Captain Steven Burdelski. As our department transitions into the Boynton Beach Police Department during the new fiscal year, we are excited about the opportunities ahead and looking forward to working closely with the Neighborhood Officer Policing program.

Quarterly Stats and Accomplishments

ACTIVITY	**NBR**
Joint initiatives coordinated with NOP or other Departments (e.g. clean-ups, safety walks, community dumping initiatives)	1
Contact established with community leaders, churches and non-profit organizations	15
Code Cases Created:	102
Cases resolved through voluntary compliance 226	102

Additional Notes

- Code Enforcement currently has three vacant CRA Code Officer positions. We have diligently been working to fill the positions.

Home of the Month for August in the CRA District:



728 NE 9th Ave

Clean-up Initiatives in the CRA District:



07/17/26- Gulfstream and N Old Dixie Highway

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: November 17, 2026

ANNOUNCEMENTS AND AWARDS

AGENDA ITEM 8.A

SUBJECT:
Florida Redevelopment Association 2026 President's Award for The Cottage District Infill Housing Project

SUMMARY:

The Florida Redevelopment Association (FRA) awards program recognizes the best in redevelopment in Florida. The Roy F. Kenzie Awards celebrate the most innovative and effective redevelopment programs in the state. Winners demonstrate a positive impact on their communities, and they inspire other Florida communities. The FRA presents awards annually to projects that exhibit the best practices in Florida redevelopment over the past year.

The Boynton Beach Community Redevelopment Agency (BBCRA) was honored to receive the President’s Award at the 2026 FRA Annual Conference for The Cottage District Affordable Housing Project. The President’s Award recognizes the best overall entry across all categories. The winners are highlighted in the 2026 Best Book (see Attachment 1, page 23).

CRA PLAN/PROJECT/PROGRAM:
2016 CRA Redevelopment Plan - Heart of Boynton

ATTACHMENTS:

	Description
•	Attachment I - FRA 2026 Best Book

THE FLORIDA
REDEVELOPMENT
ASSOCIATION

FLORIDA REDEVELOPMENT AWARDS

2026 BEST BOOK

"Redevelopment is about creating opportunities for people to live, work, and thrive in places that were once neglected. It's the heart of a community coming back to life."

— Edward J. Sullivan

THE FLORIDA
REDEVELOPMENT
ASSOCIATION

FLORIDA REDEVELOPMENT AWARDS

2026 BEST BOOK



> "Redevelopment is about creating opportunities for people to live, work, and thrive in places that were once neglected. It's the heart of a community coming back to life."
>
> — Edward J. Sullivan

PRESIDENT'S COMMENTS



Michele Hylton-Terry, FRA-RA, Executive Director, Fort Myers CRA

2025-26 FRA President

Dear Redevelopment Professionals,

On behalf of the Florida Redevelopment Association, congratulations to this year's Best Book winners! We also extend our sincere thanks to everyone who submitted projects for consideration. It is truly exciting and inspiring to see the incredible work taking place in CRAs throughout Florida.

The creativity, innovation, and commitment reflected in this year's submissions are a powerful reminder of the important role redevelopment plays in strengthening our communities. Each project tells a story of vision, collaboration, and progress, and together they showcase the passion that redevelopment professionals bring to their work every day.

The Best Book celebrates the transformative impact CRAs are making across the state. Every submission represents meaningful efforts to improve neighborhoods, support local investment, and create lasting community benefits. Whether or not your project was selected for an award, your work contributes to a broader conversation about what is possible through thoughtful and effective redevelopment.

It has been a true honor to serve as President of the Florida Redevelopment Association over the past year. I have been continually inspired by the dedication, energy, and enthusiasm of redevelopment professionals and CRA supporters statewide. Your willingness to share your successes, challenges, and lessons learned strengthens our collective knowledge and helps move our profession forward.

Thank you again for your commitment to redevelopment, one project at a time, and for helping make this year's Best Book such an outstanding showcase of the remarkable work happening in communities across Florida.

With appreciation,



Michele Hylton-Terry, FRA-RA, Executive Director, Fort Myers CRA

2025-26 FRA President

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ABOUT THE FLORIDA REDEVELOPMENT ASSOCIATION (FRA)

The Florida Redevelopment Association is the leading statewide association for Florida's redevelopment stakeholders. Through its vibrant network, the Association supports, educates, and advocates for its membership.

The FRA was founded in 1974 to promote the redevelopment and growth of downtowns. The focus of the FRA later broadened to encompass community redevelopment agencies (CRAs) and Main Street programs. Today, the FRA also includes nonprofit organizations, consultants, and private developers, as well as cities without downtown development authorities, CRAs, or Main Street programs. Uniting professionals from around the state has led to exciting changes that are transforming Florida's urban centers and improving communities. Innovative approaches to design, mixed-use areas, and cooperative development are creating vibrant commercial districts, centers for culture and entertainment, and stimulating places to live.

THE FLORIDA REDEVELOPMENT ASSOCIATION

CONTACT US

For more information on the FRA and resources to help your community's redevelopment efforts, please contact:

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ABOUT THE FRA ROY F. KENZIE AWARDS PROGRAM

The Florida Redevelopment Association Awards program recognizes the best in redevelopment in Florida. It is open to any member of the Association.

To recognize the projects and people involved in redevelopment throughout the state, three award series have been established. The Roy F. Kenzie and Thomas J. Mills Awards are given for outstanding examples of redevelopment and leadership, respectively, in Florida. The President's Award is given for the "Best of the Best" to honor the top project across all categories. A winning entry acknowledges excellence in an organization's work.

Within 10 juried categories, the Roy F. Kenzie Awards celebrate the most innovative and effective redevelopment programs in Florida. Winners demonstrate innovation and a positive impact on their communities and inspire other Florida communities.

THE CATEGORIES ARE:

- **Annual Report**
- **Capital Projects/Infrastructure**
- **Creative Project Funding and Development Partnerships**
- **Innovative Blight Management Programs**
- **Out of the Box**
- **Outstanding Housing Project**
- **Outstanding New Building**
- **Outstanding Rehabilitation, Renovation, or Reuse**
- **Planning Studies**
- **President's Award**

The ***Best Book*** *highlights this year's winners and the quality entries received as a celebration of the innovative redevelopment work that has transformed Florida in 2026. The FRA encourages you to use the Best Book to gather innovative ideas and share them within your community. They are true success stories.*

2026

ROY F. KENZIE

AWARD WINNERS







ANNUAL REPORT – LARGE CITY

City of Hallandale Beach Community Redevelopment Agency
2025 Hallandale Beach Community Redevelopment Agency Annual Report

The Hallandale Beach Community Redevelopment Agency's 2025 Annual Report highlights a transformative year of strategic redevelopment, economic growth, and community investment. Spanning 76% of the City, the HBCRA continues leveraging tax increment financing to eliminate blight, strengthen neighborhoods, and drive sustainable revitalization. The report showcases over $1 billion in active and planned investments, major infrastructure improvements, affordable and market-rate housing initiatives, District 8 revitalization efforts, public safety enhancements, arts and culture programming, and the launch of the BE Local business initiative. With a tax base growth of 753% since inception, the HBCRA remains committed to creating lasting progress, opportunity, and quality-of-life improvements for residents and businesses

FOR MORE INFORMATION:

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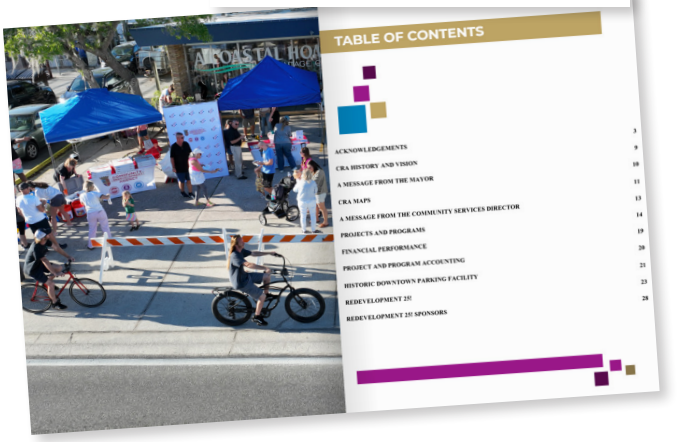


ANNUAL REPORT – SMALL CITY

City of St. Augustine Community Redevelopment Agency
Redevelopment 25! 2025 Annual Report

The CRA's 2025 Annual Report, Redevelopment 25!, marks a significant milestone celebrating 25 years of community redevelopment in St. Augustine. This commemorative report highlights transformative projects, strategic investments, and community-driven initiatives that have strengthened neighborhoods, enhanced public spaces, and supported economic growth. From historic preservation efforts to infrastructure improvements and housing programs, the report reflects the CRA's continued commitment to revitalization and sustainability. Redevelopment 25! not only honors past achievements but also sets the stage for future progress, reinforcing the City's dedication to preserving its heritage while fostering a vibrant and resilient community for generations to come.





FOR MORE INFORMATION:

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CAPITAL PROJECTS/INFRASTRUCTURE – LARGE CITY

Collier County Community Redevelopment Agency – Immokalee Area
Immokalee Area Improvements TIGER Grant Project

The Immokalee Complete Streets Project, led by the Collier County Transportation Department with support from the Collier County CRA, transformed a key corridor in a historically underserved rural community through a federally funded TIGER/RAISE grant. Completed in 2025, this $22.87 million design-build project delivered 20 miles of sidewalks, bike networks, shared-use paths, lighting, transit facilities, and drainage improvements. Guided by extensive community input and strong interagency partnerships, the project prioritized safety, accessibility, and connectivity for nearly 25,000 residents. Ongoing CRA investment supports long-term sustainability, enhancing quality of life while advancing economic growth and future revitalization efforts.

FOR MORE INFORMATION:

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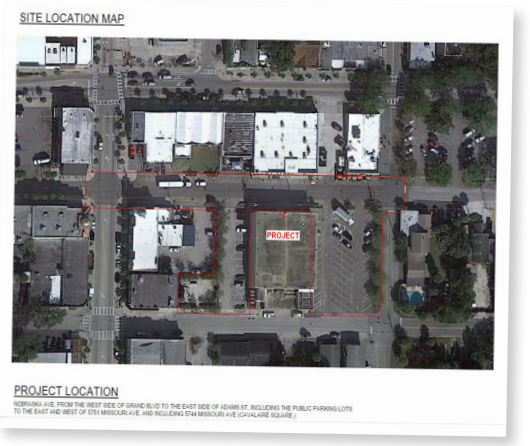




CAPITAL PROJECTS/INFRASTRUCTURE – SMALL CITY

City of New Port Richey Community Redevelopment Agency
Railroad Square & Cavalaire Square Redevelopment Project

The Railroad Square & Cavalaire Square Redevelopment transformed a dated downtown corridor into a vibrant, pedestrian-oriented public space in New Port Richey. The project introduced underground utilities, decorative paving, enhanced lighting, expanded seating, and flexible event infrastructure to support local businesses and community gatherings. By prioritizing walkability and placemaking, the City created a dynamic destination that drives economic activity and strengthens community identity. This strategic investment revitalizes the downtown core, improves safety and accessibility, and provides a flexible space for events, dining, and everyday use, positioning Railroad Square and Cavalaire Square as a model for small-scale, high-impact redevelopment.



FOR MORE INFORMATION:

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CREATIVE PROJECT FUNDING AND DEVELOPMENT PARTNERSHIPS – LARGE CITY

Southeast Overtown/Park West Community Redevelopment Agency
Culmer Place and Culmer Gardens

The Culmer Place and Culmer Gardens redevelopment spans over 20 acres in the heart of Overtown and represents a transformative mixed-income housing initiative. The project replaces obsolete 1970s-era public housing with a modern, phased redevelopment that will deliver more than 1,000 mixed-income units, including a significant number of deeply affordable homes. Located at 600 NW 10th Street, the development integrates high-quality residential buildings, community amenities, and supportive services. Through a coordinated public-private partnership, the project leverages multiple funding sources and programs to preserve affordability, improve living conditions, and catalyze long-term neighborhood revitalization.

FOR MORE INFORMATION:

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INNOVATIVE BLIGHT MANAGEMENT PROGRAMS – LARGE CITY

Community Redevelopment Agency of the City of Bradenton
Project Fortify: CRA & SHIP Resilience Partnership

This collaborative initiative pairs Community Redevelopment Agency (CRA) grant funding with Housing & Community Development's State Housing Initiatives Partnership (SHIP) program to maximize local resource impact. The partnership delivers critical home rehabilitation services to low-income homeowners, focusing heavily on storm hardening and disaster mitigation. Funding covers essential structural resilience upgrades, including impact-resistant windows, wind-rated roof replacements, fortified exterior doors, and garage door reinforcements. By blending these distinct funding streams, this program effectively eliminates financial barriers for vulnerable families, safeguards affordable housing stock, and ensures that historically underserved neighborhoods are structurally fortified to successfully withstand severe coastal weather events.



FOR MORE INFORMATION:

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INNOVATIVE BLIGHT MANAGEMENT PROGRAMS – SMALL CITY

Palmetto Community Redevelopment Agency
Estuary Preserve Cleanup and Environmental Stewardship Initiative

The Palmetto CRA launched an innovative blight-removal and environmental stewardship initiative to address severe trash accumulation, hazardous materials, and abandoned encampments within the Palmetto Estuary Preserve. The 22-acre site, located at 101 and 601 US 41 N. in Palmetto, is one of the community's most sensitive natural assets. Through a coordinated effort between Code Enforcement, Palmetto Police Department, CRA staff, and Bio-One, a specialized biohazard remediation contractor, tons of debris were removed using low-impact methods that protected fragile mangrove ecosystems. The emergency cleanup restored safe public access, mitigated environmental risks, and created an ongoing maintenance strategy. This collaborative model now guides continued monitoring and stewardship of the preserve.

FOR MORE INFORMATION:

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OUT OF THE BOX – LARGE CITY

Homestead Community Redevelopment Agency
Downtown Homestead: From Spaces to Places

Downtown Homestead: From Spaces to Places is a multi-partner initiative helping to activate Losner Park and downtown into a vibrant social gathering spot through connectivity, art, and year-round activation. The CRA, City of Homestead, City of Homestead Arts in Public Spaces, and Seminole Theatre combined public space improvements, arts programming, technology, and hospitality to increase utilization of the park, increase foot traffic, extend evening activity, and help in business recruitment to activate vacant storefronts and limited nightlife. Investments include the demolition of a blighted building and construction of a Paseo Park linking the Homestead Station Mixed-Use Multi-Modal Transit Station to Losner Park, large-scale interactive murals, public Wi-Fi, weekly events, and an indoor-outdoor theater experience that is helping to energize downtown and strengthen the redevelopment momentum already underway.







FOR MORE INFORMATION:

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OUT OF THE BOX – LARGE CITY

City of Orlando, Downtown Development Board/Community Redevelopment Agency
Art²: Reimagining Downtown Through Art and Placemaking

Funded by the City of Orlando's Community Redevelopment Agency, Art² (Art Squared) is an innovative urban art park that masterfully blends public space, local cuisine, and the arts. Advancing the DTO Action Plan to create "An Awesome Outdoor City," this first-of-its-kind interactive pocket park transforms an underutilized downtown footprint into a vibrant community hub. Featuring rotating local food trucks curated by À La Cart, craft beverages, immersive digital art, and large-scale cultural murals, Art² serves as a model for modern urban placemaking, driving downtown economic vitality and cultivating a deep sense of community connection.





FOR MORE INFORMATION:

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OUTSTANDING HOUSING PROJECT – LARGE CITY

City of Clearwater Community Redevelopment Agency

Clearwater Gardens: From Blight to Bloom — A Transformational Housing Development Rooted in Community

Clearwater Gardens transformed one of Clearwater's most challenged and high-crime properties into a vibrant, affordable housing community that is reshaping the Downtown Gateway neighborhood. Through more than 15 years of planning, strategic investment, and strong public-private partnerships, the project replaced blight with 81 high-quality workforce housing units connected to an active community garden that inspired the development's name and sustainability features that support long-term operations. Clearwater Gardens improves safety, expands affordable housing inventory, strengthens neighborhood identity, and stands as a powerful example of how long-term vision and redevelopment can create lasting change for an entire community.

FOR MORE INFORMATION:

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OUTSTANDING HOUSING PROJECT – SMALL CITY

Lake Wales Community Redevelopment Agency
The HOME Program (Housing Opportunities for Mobility & Equity)

The HOME Program (Housing Opportunities for Mobility & Equity) is a new program designed to provide accessibility-focused home repairs and modifications for disabled residents within the CRA. The program helps individuals safely age in place by improving mobility, safety, and overall living conditions. By supporting accessible and affordable housing, the program promotes independence, enhances quality of life, and aligns with broader community redevelopment goals focused on safe neighborhoods, inclusivity, and improved connectivity. Through compassion and purposeful design, the program doesn't just improve houses — it strengthens lives and builds a more connected community for all.

FOR MORE INFORMATION:

ddrumgo@lakewalesfl.gov



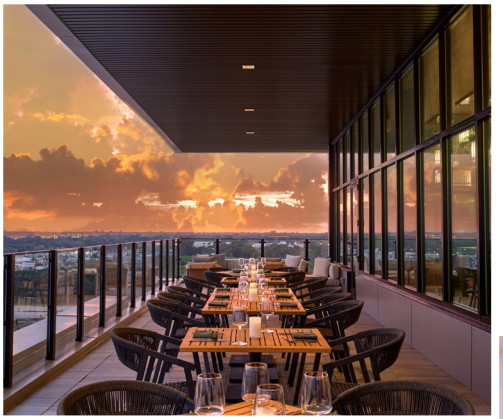
OUTSTANDING NEW BUILDING – SMALL CITY

City of Palmetto/Palmetto Community Redevelopment Agency

Palmetto Marriott Resort & Spa

InDevelopment Partners developed Palmetto's first full-service hotel and event venue: the Palmetto Marriott Resort & Spa, a "first-of-its-kind" hotel. Supported by $6 million in CRA incentives and additional state grants, this catalytic project bolstered the local economy and helped establish Palmetto as a conference destination. Community benefits include a strong public-private partnership, new public gathering spaces, annual community contributions tied to the incentive agreement, and revitalization of major corridors. Coordinated with improvements to the adjacent conference center, the project created expanded event opportunities and regional appeal.





FOR MORE INFORMATION:

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OUTSTANDING REHABILITATION, RENOVATION, OR REUSE – LARGE CITY

West Palm Beach Community Redevelopment Agency

Sunset Lounge



The Sunset Lounge Historic Renovation is a transformative adaptive reuse project celebrating the venue's centennial year and enduring legacy as one of West Palm Beach's most significant cultural landmarks. Originally opened in 1926 by Robert Sanders, the iconic jazz-era nightclub hosted legendary performers including Count Basie, Ella Fitzgerald, and Louis Armstrong. Led by the West Palm Beach Community Redevelopment Agency, the restoration preserves the building's historic character while introducing a thoughtfully designed 20,000-square-foot expansion featuring a restaurant, rooftop bar, and event spaces. As it marks 100 years, the revitalized Sunset Lounge reemerges as a world-class cultural destination and a catalyst for community and economic vitality.

FOR MORE INFORMATION:

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OUTSTANDING REHABILITATION, RENOVATION, OR REUSE – SMALL CITY

Opa-locka Community Redevelopment Agency

Reviving a Landmark: Historic Rehabilitation and Adaptive Reuse of the Opa-locka Train Station

The Opa-locka Community Redevelopment Agency, in partnership with Ten North Group, transformed the historic Opa-locka Train Station into a vibrant multi-use cultural and community destination through strategic historic rehabilitation and adaptive reuse. Located adjacent to the active Tri-Rail corridor, the restored landmark now serves as a gathering space for artists, exhibitions, community events, and cultural programming, including major Art Basel Miami activations in the City of Opa-locka. The project preserves the city's unique architectural heritage while advancing creative placemaking, transit-oriented redevelopment, and economic revitalization. Future plans include café and refreshment amenities to further activate the site for residents, commuters, and visitors.







FOR MORE INFORMATION:

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PLANNING STUDIES – LARGE CITY

City of Orlando, Downtown Development Board/Community Redevelopment Agency

CANVAS: Culture as Catalyst



The CANVAS Cultural Arts Plan represents a collective vision and strategic roadmap for elevating Central Florida's arts and culture to truly reflect a diverse, world-class community, a place that values creativity, embraces innovation, and celebrates the power of arts and culture to transform lives and spaces through genuine human connection. A comprehensive 10-year cross-jurisdictional roadmap, it emerged from 18 months of intensive civic engagement involving over 1,500 residents, cultural organizations, and area leaders, and is designed to transform the downtown CRA, the City of Orlando, and Orange County into a welcoming and singularly memorable cultural destination.

FOR MORE INFORMATION:
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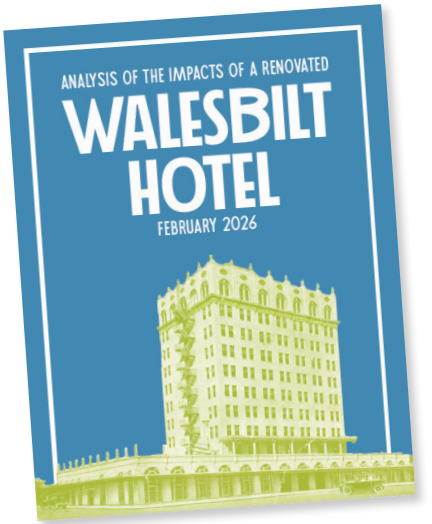




PLANNING STUDIES – SMALL CITY

Lake Wales Community Redevelopment Agency
The Walesbilt Hotel Study

The Walesbilt Hotel Study provides a comprehensive analysis of the projected economic impacts of redeveloping the historic Walesbilt Hotel in downtown Lake Wales. Prepared by PlaceEconomics, the study evaluates both short-term construction impacts and long-term operational benefits, including job creation, labor income, visitor spending, and local tax generation. Using data modeling and industry benchmarks, the study estimates that the redevelopment will substantially increase economic activity, attract visitors, and strengthen the local economy while preserving a significant historic landmark and supporting future community growth.



FOR MORE INFORMATION:

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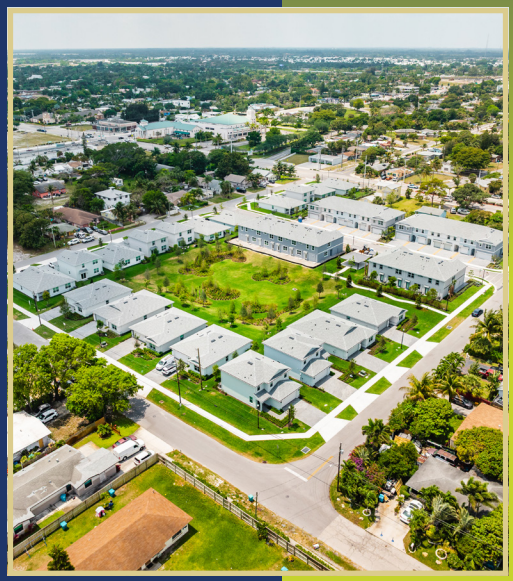




PRESIDENT'S AWARD

Boynton Beach Community Redevelopment Agency
Cottage District Infill Housing Project

After nearly 15 years of strategic land acquisition, the Boynton Beach CRA, in partnership with PulteGroup, completed 41 for-sale workforce homes in the Heart of Boynton neighborhood. Amid a critical regional need for attainable housing, the BBCRA leveraged publicly owned real estate to expand homeownership opportunities for low- and moderate-income residents. The Cottage District features 19 single-family homes and 22 townhomes, thoughtfully designed to reflect the neighborhood's historic character. Community enhancements — including new trees, five-foot sidewalks, and pedestrian-friendly street lighting — promote walkability, safety, and lasting neighborhood pride.



FOR MORE INFORMATION:

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Annual Reports

Town of Davie Community Redevelopment Agency

Town of Davie 2025 Community Redevelopment Agency Annual Report

The Davie CRA Annual Report is a magazine-style narrative outlining the accomplishments of the CRA during the 2025 calendar year. The Annual Report was designed to reflect Davie's character as a community that's true to its heritage while embracing forward-thinking strategies. The report highlights major achievements, redevelopment initiatives, workforce partnerships, infrastructure investments, expenditures, and community impact through colorful visuals and comprehensive graphics. The Annual Report also features exciting events, programs, and initiatives from the Davie CRA. Overall, it serves as a marketable and transparent report that residents, stakeholders, investors, and the business community can take pride in.

Lake Wales Community Redevelopment Agency

The 2025 Lake Wales CRA Annual Report

The 2025 Annual Report captures a year of bold momentum and meaningful transformation for the Lake Wales CRA. Guided by principles of Redevelop, Revitalize, and Restore, the narrative showcases a community actively shaping its future through strategic investment, creative partnerships, and people-centered initiatives. From revitalized downtown spaces to improved housing and strengthened infrastructure, each effort reflects progress with purpose. The report's innovative plantable paper element invites readers to nurture growth beyond its pages, symbolizing the "City in a Garden" vision. The report captures more than achievements; it tells the story of a thriving, connected community blossoming into a brighter future.

Tampa Community Redevelopment Agency

Tampa CRA 2025 Annual Report

The Tampa CRA's 2025 annual report continues the agency's efforts to tell the story of the redevelopment process — a process that takes a deep commitment, time, and education that enhances communities and makes places where people and businesses thrive. The custom-illustrated map, introduced in the 2024 report, remained at the heart of the story, connecting readers to new and ongoing projects that directly impact the quality of life in their communities while also reinforcing the goals and objectives of the Tampa CRA.

Riviera Beach Community Redevelopment Agency

Riviera Beach CRA 2025 Annual Report

"Progress Beyond the Surface" showcases the Riviera Beach CRA's transformative approach to redevelopment through strategic investment, community partnerships, and resident-focused revitalization. The 2025 Annual Report highlights more than $150 million in redevelopment momentum, including mixed-income housing, infrastructure modernization, economic development initiatives, healthcare

expansion, mobility planning, and neighborhood enhancement programs. Through compelling storytelling, measurable outcomes, and visually engaging design, the report demonstrates how redevelopment in Riviera Beach extends beyond physical projects to create lasting economic opportunity, strengthen neighborhoods, improve quality of life, and position the City for long-term sustainable growth and inclusive community transformation.

North Miami Community Redevelopment Agency

North Miami CRA Annual Report

The North Miami Community Redevelopment Agency (NMCRA) continued to demonstrate how strategic community investment creates measurable change by strengthening neighborhoods, supporting businesses, expanding cultural opportunities, and improving quality of life for residents throughout North Miami. Throughout the fiscal year, the agency invested across multiple sectors to create sustainable redevelopment outcomes while advancing its mission of eliminating slum and blight within the CRA boundaries, heavily focusing on commercial revitalization, housing preservation, and infrastructure improvements.

City of New Port Richey

New Port Richey CRA Annual Report FY 2024-25

The New Port Richey CRA Annual Report FY 2024-25 communicates the measurable impact of redevelopment through a visually engaging and data-driven format. The report highlights key investments, including infrastructure improvements, incentive programs, and property acquisitions, while demonstrating continued growth in taxable values and community engagement. By combining financial transparency with storytelling, the report illustrates how CRA initiatives support economic development, enhance public spaces, and improve quality of life. Designed for accessibility and clarity, the report serves as both a statutory document and a strategic communication tool that reinforces the CRA's value to stakeholders and the community.

Martin County Community Redevelopment Agency

Martin County CRA 100 Years of Place Making

The FY 2025 Annual Report reimagines the traditional annual report format, transforming a standard redevelopment summary of facts, figures, and updates into a centennial-themed publication that connects Martin County's past, present, and future. Entitled 100 Years of Placemaking, the report highlights the unique story of each CRA — Golden Gate, Hobe Sound, Jensen Beach, Old Palm City, Port Salerno, and Rio — past and present, by weaving together historical narratives and vintage photography with current redevelopment projects. These stories illustrate how redevelopment has shaped these communities over the past century and continues to play a vital role in fostering a thriving future.

Fort Pierce Redevelopment Agency

Fort Pierce Redevelopment Agency 2025 Annual Report – Laying the Groundwork

The Fort Pierce Redevelopment Agency's 2025 Annual Report, Laying the Groundwork, highlights a year of meaningful redevelopment accomplishments while showcasing the planning and vision that will shape future investments. The report demonstrates how successful

redevelopment extends beyond completed projects to include master planning, corridor studies, infrastructure initiatives, community engagement, and strategic partnerships. Through compelling visuals, concise storytelling, and a construction-inspired theme, the publication illustrates the full redevelopment cycle — from concept to implementation. By connecting current achievements with future opportunities, the report effectively communicates the FPRA's commitment to creating lasting economic, social, and community impact throughout the redevelopment area.

Fort Myers Community Redevelopment Agency

Fort Myers CRA 2023-24 Annual Report

The Fort Myers CRA produced a 10×10 full-color annual report that presents financial data, project updates, and community impact in an easy-to-read format. Infographics, photos, and personal stories help residents and businesses see how tax increment funding creates visible results. The report serves as both a public document and a communications tool for elected officials and partners. Its square format creates a professional, accessible design that makes the CRA's work clear to everyone.

Delray Beach Community Redevelopment Agency

Delray Beach CRA Annual Report 2025

The 2025 Annual Report is an opportunity to educate on CRAs, showcase completed projects and project updates, financial information, and honor the 40th anniversary of the Delray Beach CRA. Clear and colorful page themes and titles mark the category of the projects depicted, while colorful photos give clear examples of the information. A timeline spanning 40 years includes CRA highlights, serving as a great reminder of the impactful work completed since inception. The contemporary and colorful design and simplified descriptions allow for easy dissemination of information to the reader and create an engaging and easy-to-understand report.

City of Clearwater Community Redevelopment Agency

Clearwater CRA Annual Report FY 2024-25

The Clearwater Community Redevelopment Agency (CRA) FY 2024-25 Annual Report promotes transparency by presenting redevelopment progress in a clear, engaging, and accessible format across digital and print platforms. Through compelling visuals, concise storytelling, and impactful imagery, the report highlights key projects, partnerships, and community outcomes in Downtown Clearwater and North Greenwood. QR codes provide direct access to expanded project information on the CRA website. Developed through collaboration with the City's Public Communications Department, the report maximizes internal resources, reinforces accountability, and provides the public with a comprehensive overview of redevelopment progress and community impact.

City of St. Augustine Community Redevelopment Agency

Redevelopment 25! 2025 Annual Report

The CRA's 2025 Annual Report, Redevelopment 25!, marks a significant milestone celebrating 25 years of community redevelopment in St. Augustine. This commemorative report highlights transformative projects, strategic investments, and community-driven initiatives that have strengthened neighborhoods, enhanced public

spaces, and supported economic growth. From historic preservation efforts to infrastructure improvements and housing programs, the report reflects the CRA's continued commitment to revitalization and sustainability. Redevelopment 25! not only honors past achievements but also sets the stage for future progress, reinforcing the City's dedication to preserving its heritage while fostering a vibrant and resilient community for generations to come.

Boynton Beach Community Redevelopment Agency

Boynton Beach CRA FY 2025 Annual Report

The Boynton Beach CRA produced a visually engaging 2025 Annual Report designed to educate, inform, and connect with the community. Created with a magazine-style layout, the publication showcases the redevelopment buzz that occurred throughout the year through highlights of transformative projects, neighborhood improvements, economic development initiatives, and features of businesses located within the BBCRA area. As readers flip through the pages, they are taken on a journey through Downtown Boynton Beach's ongoing revitalization efforts. The report also features BBCRA Board Members and staff, putting a face to the individuals leading redevelopment and reinforcing transparency, community engagement, and economic growth.

City of Hallandale Beach Community Redevelopment Agency

2025 Hallandale Beach CRA Annual Report

The Hallandale Beach Community Redevelopment Agency's 2025 Annual Report highlights a transformative year of strategic redevelopment, economic growth, and community investment. Spanning 76% of the City, the HBCRA continues leveraging tax increment financing to eliminate blight, strengthen neighborhoods, and drive sustainable revitalization. The report showcases over $1 billion in active and planned investments, major infrastructure improvements, affordable and market-rate housing initiatives, District 8 revitalization efforts, public safety enhancements, arts and culture programming, and the launch of the BE Local business initiative. With a tax base growth of 753% since inception, the HBCRA remains committed to creating lasting progress, opportunity, and quality-of-life improvements for residents and businesses.

Capital Projects/Infrastructure

West Palm Beach Community Redevelopment Agency

The Nora District (North Railroad Avenue)

The Nora District redevelopment is a transformative public-private partnership between the City of West Palm Beach, the Community Redevelopment Agency (CRA), and Place Projects, NDT Development, and Wheelock Street Capital. The project is converting over 13 acres of underutilized industrial land into a vibrant, mixed-use district anchored by infrastructure modernization and placemaking. Investments include upgraded utilities, undergrounding of electric and telecom systems, stormwater and sewer improvements, and complete streetscaping redesign. These improvements support over 150,000 square feet of commercial space and more than 2 million square feet of planned vertical development. The result is a safe, walkable, economically vibrant district that preserves historic structures while enabling new growth.

City of New Port Richey Community Redevelopment Agency

Railroad Square & Cavalaire Square Redevelopment Project

The Railroad Square & Cavalaire Square Redevelopment transformed a dated downtown corridor into a vibrant, pedestrian-oriented public space in New Port Richey. The project introduced underground utilities, decorative paving, enhanced lighting, expanded seating, and flexible event infrastructure to support local businesses and community gatherings. By prioritizing walkability and placemaking, the City created a dynamic destination that drives economic activity and strengthens community identity. This strategic investment revitalizes the downtown core, improves safety and accessibility, and provides a flexible space for events, dining, and everyday use, positioning Railroad Square and Cavalaire Square as a model for small-scale, high-impact redevelopment.

Lauderdale Lakes Community Redevelopment Agency

Lauderdale Lakes CRA Somerset Drive Roundabout Project

The Lauderdale Lakes Community Redevelopment Agency enhanced Somerset Drive roadway conditions in an area that was ripe for development. In community meetings, concerns were raised about undeveloped vacant properties, inadequate lighting at night, poor traffic circulation, and minimal landscaping on Somerset Drive. An assessment of vehicular, bicycle, and pedestrian mobility was conducted, resulting in the proposed Somerset Drive Roundabout Project. This project included the construction of a roundabout, median improvements, pedestrian crosswalks, signage, landscaping, and lighting features. Somerset Drive was transformed into a vibrant and economically thriving pathway to new development.

Collier County Community Redevelopment Agency – Immokalee Area

Immokalee Area Improvements TIGER Grant Project

The Immokalee Complete Streets Project, led by the Collier County Transportation Department with support from the Collier County CRA, transformed a key corridor in a historically underserved rural community through a federally funded TIGER/RAISE grant. Completed in 2025, this $22.87 million design-build project delivered 20 miles of sidewalks, bike networks, shared-use paths, lighting, transit facilities, and drainage improvements. Guided by extensive community input and strong interagency partnerships, the project prioritized safety, accessibility, and connectivity for nearly 25,000 residents. Ongoing CRA investment supports long-term sustainability, enhancing quality of life while advancing economic growth and future revitalization efforts.

Dade City Community Redevelopment Agency

Downtown Dade City Alleyway Phase I – Connectivity & Placemaking Initiative

Completed in March 2026, the Downtown Dade City Alleyway Phase I project transformed a previously underutilized and uninviting corridor into a vibrant, pedestrian-friendly public space connecting key downtown destinations. Located between Olio's Restaurant and E.G. Cigars, the project introduced decorative brick pavers, custom archway lighting, and enhanced safety features to improve walkability and economic activity. This strategic infrastructure investment removed a physical and psychological barrier, increased foot traffic, and supported

adjacent businesses. The project demonstrates how targeted, design-driven improvements can catalyze redevelopment, foster community pride, and deliver measurable economic and social returns in a historic downtown setting.

Pompano Beach Community Redevelopment Agency

Atlantic Boulevard/Dixie Highway Streetscape and Beautification Project ("Progress in Pompano!"): Owning the Road to Redevelopment

The Atlantic Boulevard/Dixie Highway Streetscape and Beautification Project, known as Progress in Pompano!, transformed one of Pompano Beach's most hazardous and divisive corridors into a safer, more beautiful, multimodal gateway to the city's emerging downtown. Enabled by the City's strategic assumption of roadway ownership from FDOT, the project widened sidewalks, calmed traffic, improved crossings, enhanced lighting and landscaping, and strengthened connections between neighborhoods, cultural destinations, businesses, and future redevelopment. Despite controversy, the City and CRA relied on engineering, public engagement, and long-term vision to deliver a people-first corridor now recognized with the Broward MPO Safe Roads Community Award.

Creative Project Funding and Development Partnerships

Omni Community Redevelopment Agency

Kush Workforce Housing Project

The Kush Workforce Housing Project is an innovative mixed-use redevelopment initiative in Wynwood that combines affordable workforce housing with small business revitalization. Led by local restaurateur Matt Kuscher, the project includes the reconstruction of the iconic Kush Wynwood restaurant and the creation of approximately 10 affordable housing units above the restaurant, reserved for hospitality industry workers. Supported through a unique partnership involving the Omni CRA and multiple public funding sources, the project addresses workforce housing shortages while supporting local business retention and neighborhood redevelopment. The project serves as a model for creative partnerships that simultaneously advance housing and economic development goals.

Pompano Beach Community Redevelopment Agency

Jellyfish Museum

The Pompano Beach CRA helped make the Jellyfish Museum possible by combining persistence, code reform, and strategic funding. After museum operators Yana Yanovska and Alex Yanovskyi identified a former Wells Fargo building near the Fishing Village, they learned museum use was not allowed under the zoning code and began looking elsewhere in South Florida. The CRA intervened, partnered with the planning department to secure a targeted code change, and provided a $100,547 grant that cleared the way for the lease and a $1.5 million adaptive redevelopment. The result is a first-in-the-U.S. attraction that strengthens Pompano Beach's identity, visitor economy, and innovation brand.

Town of Eatonville Community Redevelopment Agency

Eatonville Senior & Wellness Center

The Eatonville Senior & Wellness Center project proposes the adaptive reuse of the property located at 140 S. West Street, Eatonville, Florida, into a comprehensive senior-focused wellness, social, and community facility. The project responds to documented community needs for senior services, social connection, preventative health programming, and age-friendly infrastructure within the Historic Town of Eatonville.

Southeast Overtown/Park West Community Redevelopment Agency (SEOPW CRA)

Culmer Place and Culmer Gardens

The Culmer Place and Culmer Gardens redevelopment spans over 20 acres in the heart of Overtown and represents a transformative mixed-income housing initiative. The project replaces obsolete 1970s-era public housing with a modern, phased redevelopment that will deliver more than 1,000 mixed-income units, including a significant number of deeply affordable homes. Located at 600 NW 10th Street, the development integrates high-quality residential buildings, community amenities, and supportive services. Through a coordinated public-private partnership, the project leverages multiple funding sources and programs to preserve affordability, improve living conditions, and catalyze long-term neighborhood revitalization.

Collier County Bayshore Gateway Triangle Community Redevelopment Agency

Bayshore Boardwalk to Sugden Regional Park

For more than 20 years, the Community and Local Redevelopment Advisory Board and the Bayshore Beautification MSTU Advisory Committee envisioned a public connection between Bayshore Drive and the underutilized Sugden Regional Park. The CRA assembled a 17-acre site surrounded by Lake Kelly, a natural preserve that provides stormwater retention and habitat for birds, alligators, and other wildlife within the urban neighborhood. The CRA created an MPUD supporting mixed-use redevelopment, cultural arts and music venues, shared parking, and a public boardwalk, while remediating a contiguous brownfield property. Using saved TIF funds, the CRA ultimately delivered the Bayshore Boardwalk, catalyzing future redevelopment opportunities.

Innovative Blight Management Programs

City of Clearwater Community Redevelopment Agency

Rolling into Revitalization: An Innovative Partnership Advancing Public Safety and Downtown Renewal

The Downtown Community Policing E-Bike Program is redefining public safety through a partnership between the Clearwater Community Redevelopment Agency and the Clearwater Police Department. The program places officers in Downtown Clearwater's public spaces, increasing visibility, accessibility, and community engagement. E-bikes allow officers to efficiently navigate parks, plazas, events, and pedestrian corridors while improving response times and addressing quality-of-life concerns. More than a policing initiative, the program supports redevelopment goals by enhancing public safety, strengthening community connections, supporting economic vitality, and contributing to a more vibrant downtown environment.

Community Redevelopment Agency of the City of Bradenton

Project Fortify: CRA & SHIP Resilience Partnership

This collaborative initiative pairs Community Redevelopment Agency (CRA) grant funding with Housing & Community Development's State Housing Initiatives Partnership (SHIP) program to maximize local resource impact. The partnership delivers critical home rehabilitation services to low-income homeowners, focusing heavily on storm hardening and disaster mitigation. Funding covers essential structural resilience upgrades, including impact-resistant windows, wind-rated roof replacements, fortified exterior doors, and garage door reinforcements. By blending these distinct funding streams, this program effectively eliminates financial barriers for vulnerable families, safeguards affordable housing stock, and ensures that historically underserved neighborhoods are structurally fortified to successfully withstand severe coastal weather events.

Palmetto Community Redevelopment Agency

Estuary Preserve Cleanup and Environmental Stewardship Initiative

The Palmetto CRA launched an innovative blight-removal and environmental stewardship initiative to address severe trash accumulation, hazardous materials, and abandoned encampments within the Palmetto Estuary Preserve. The 22-acre site, located at 101 and 601 US 41 N. in Palmetto is one of the community's most sensitive natural assets. Through a coordinated effort between Code Enforcement, Palmetto Police Department, CRA staff, and Bio-One, a specialized biohazard remediation contractor, tons of debris were removed using low-impact methods that protected fragile mangrove ecosystems. The emergency cleanup restored safe public access, mitigated environmental risks, and created an ongoing maintenance strategy. This collaborative model now guides continued monitoring and stewardship of the preserve.

Lake Wales Community Redevelopment Agency

Code Compliance Rehabilitation Project

Turning challenges into opportunities, the Lake Wales CRA Code Compliance Rehabilitation Project breathes new life into struggling homes and neighborhoods. The project invests in critical repairs for properties burdened by severe code violations and overwhelming fines. With a modest investment of $160,000, the program has already transformed distressed houses into safe, livable homes while eliminating almost $2,000,000 in code liens. More than construction, this initiative restores dignity, protects vulnerable homeowners, and prevents displacement. It's a bold, people-first approach that proves targeted reinvestment can stabilize communities, preserve homeownership, and spark lasting neighborhood revitalization.

Out of the Box

Omni Community Redevelopment Agency

Project Peach

Project Peach is an innovative mixed-use redevelopment project located in Miami's historic Overtown neighborhood within the Omni CRA. Built on a compact 3,050-square-foot infill parcel, the four-story development combines affordable housing, nonprofit office space, commercial space, and flexible community space within a single building. Supported by a $1.3 million Omni CRA investment, the project includes three affordable

housing units restricted for 30 years to households earning 50% of Area Median Income or below. By transforming an underutilized lot into a vibrant community asset, Project Peach provides a creative and replicable model for equitable redevelopment, neighborhood revitalization, and community-centered investment.

City of Port St. Lucie Community Redevelopment Agency

Pioneer Park and The Port District

Port St. Lucie's Pioneer Park and Port District reimagined a suburban riverfront into a vibrant, environmentally responsible destination. Guided by the Port District Master Plan, the project delivers a 3,200-foot recycled material boardwalk with an overwater stage, canoe/kayak launch, inclusive Florida-themed playground, public seating and flexible event spaces, plus restored historic buildings, scenic preserve, and a site for a future River Food Garden. Built in phased segments with extensive community input, the park maximizes access while minimizing ecological impact. Since opening, it has drawn nearly 682,000 visits, strengthened nearby businesses, and created year-round events that celebrate the city's community and nature.

Haines City Community Redevelopment Agency

Haines City CRA Digital Equity Platform

For over 30 years, the Haines City CRA has reinvested in its neighborhoods, increasing district taxable value from $170 million in 2001 to more than $960 million today – a 464% increase. Yet the agency serving over 18,000 residents lacked a modernized, transparent, digital presence. The Haines City CRA Digital Equity Platform changes that with a fully accessible, multilingual website where residents can verify district eligibility, explore grant opportunities, view neighborhood success stories, and connect with the CRA in their preferred language on any device. In a community where nearly half of the residents are Hispanic, this is more than technology; it is equity in action.

Homestead Community Redevelopment Agency

Downtown Homestead: From Spaces to Places

Downtown Homestead: From Spaces to Places is a multi-partner initiative helping to activate Losner Park and downtown into a vibrant social gathering spot through connectivity, art, and year-round activation. The CRA, City of Homestead, City of Homestead Arts in Public Spaces, and Seminole Theatre combined public space improvements, arts programming, technology, and hospitality to increase utilization of the park, increase foot traffic, extend evening activity, and help in business recruitment to activate vacant storefronts and limited nightlife. Investments include the demolition of a blighted building and construction of a Paseo Park linking the Homestead Station Mixed-Use Multi-Modal Transit Station to Losner Park, large-scale interactive murals, public Wi-Fi, weekly events, and an indoor-outdoor theater experience that is helping to energize downtown and strengthen the redevelopment momentum already underway.

Town of Davie Community Redevelopment Agency

Davie10

Davie10 is a rebranding campaign designed to reposition the Town of Davie as one of South Florida's most connected hubs for workforce development, education, international trade, and industry growth. The Town's most flexible land use designations, the Regional Activity Center (RAC) and the Transit-Oriented Corridor

(TOC), struggled to effectively convey the region's potential and vision with traditional planning naming conventions alone. Davie10 eloquently blends the rebranding of the RAC to the Research, Institution, Technology, and Education "RITE" Zone and the TOC to the Residential, Industrial, Social, and Export "RISE" Zone while highlighting 10 major advantages relating to location, industries, and talent.

NW 79th Street Community Redevelopment Agency

The Corridor Connector: A Joint Initiative of the NW 7th Avenue CRA & NW 79th Street CRA

The Corridor Connector is a collaborative, on-demand shuttle program bridging two Miami-Dade Community Redevelopment Areas to address mobility gaps for income-restricted families in underserved communities. Integrated with the Ride-Kelly App, riders access real-time bus and train schedules alongside the shuttle route, creating seamless multi-modal connectivity. The route strategically links the northernmost and western corridors of Miami-Dade County to high-traffic destinations while activating CRA-funded landmarks, including the 18th Avenue Hip Hop Museum and the nation's last remaining Royal Castle restaurant — transforming ridership into measurable economic opportunity for CRA-invested businesses.

City of Orlando, Downtown Development Board/Community Redevelopment Agency

Art²: Reimagining Downtown Through Art and Placemaking

Funded by the City of Orlando's Community Redevelopment Agency, Art² (Art Squared) is an innovative urban art park that masterfully blends public space, local cuisine, and the arts. Advancing the DTO Action Plan to create "An Awesome Outdoor City," this first-of-its-kind interactive pocket park transforms an underutilized downtown footprint into a vibrant community hub. Featuring rotating local food trucks curated by À La Cart, craft beverages, immersive digital art, and large-scale cultural murals, Art² serves as a model for modern urban placemaking, driving downtown economic vitality and cultivating a deep sense of community connection.

City of Orlando, Downtown Development Board/Community Redevelopment Agency

407 Connect

Unsheltered homelessness is an ongoing challenge in communities across the country; the 2024 point-in-time count showed a 24% increase in unsheltered homelessness in Orange County. To help quickly and cost-effectively address the need, the City of Orlando, in partnership with a local nonprofit, created "407 CONNECT." 407 Connect is a unique homeless intervention that uses two former charter buses retrofitted with sleeping pods to pair overnight shelter with case management and housing assistance to help move up to 42 nightly guests toward housing as quickly as possible.

Outstanding Housing Project

Lake Wales Community Redevelopment Agency

HOME Program (Housing Opportunities for Mobility & Equity)

The HOME Program (Housing Opportunities for Mobility & Equity) is a new program designed to provide accessibility-focused home repairs and modifications for disabled residents within the CRA. The program helps individuals safely

age in place by improving mobility, safety, and overall living conditions. By supporting accessible and affordable housing, the program promotes independence, enhances quality of life, and aligns with broader community redevelopment goals focused on safe neighborhoods, inclusivity, and improved connectivity. Through compassion and purposeful design, the program doesn't just improve houses — it strengthens lives and builds a more connected community for all.

Southeast Overtown/Park West Community Redevelopment Agency (SEOPW CRA)

Culmer Place and Culmer Gardens

The Culmer Place and Culmer Gardens redevelopment spans over 20 acres in the heart of Overtown and represents a transformative mixed-income housing initiative. The project replaces obsolete 1970s-era public housing with a modern, phased redevelopment that will deliver more than 1,000 mixed-income units, including a significant number of deeply affordable homes. Located at 600 NW 10th Street, the development integrates high-quality residential buildings, community amenities, and supportive services. Through a coordinated public-private partnership, the project leverages multiple funding sources and programs to preserve affordability, improve living conditions, and catalyze long-term neighborhood revitalization.

Boynton Beach Community Redevelopment Agency

Cottage District Infill Housing Project

After nearly 15 years of strategic land acquisition, the Boynton Beach CRA, in partnership with PulteGroup, completed 41 for-sale workforce homes in the Heart of Boynton neighborhood. Amid a critical regional need for attainable housing, the BBCRA leveraged publicly owned real estate to expand homeownership opportunities for low- and moderate-income residents. The Cottage District features 19 single-family homes and 22 townhomes, thoughtfully designed to reflect the neighborhood's historic character. Community enhancements — including new trees, five-foot sidewalks, and pedestrian-friendly street lighting — promote walkability, safety, and lasting neighborhood pride.

City of Clearwater Community Redevelopment Agency

Clearwater Gardens: From Blight to Bloom — A Transformational Housing Development Rooted in Community

Clearwater Gardens transformed one of Clearwater's most challenged and high-crime properties into a vibrant, affordable housing community that is reshaping the Downtown Gateway neighborhood. Through more than 15 years of planning, strategic investment, and strong public-private partnerships, the project replaced blight with 81 high-quality workforce housing units connected to an active community garden that inspired the development's name and sustainability features that support long-term operations. Clearwater Gardens improves safety, expands affordable housing inventory, strengthens neighborhood identity, and stands as a powerful example of how long-term vision and redevelopment can create lasting change for an entire community.

Southeast Overtown/Park West Community Redevelopment Agency (SEOPW CRA)

Atlantic Square

Atlantic Square is a mixed-use, transit-oriented housing development located at the intersection of Southeast Overtown, Miami Worldcenter, and Downtown Miami. Built on a former county-owned surface parking lot,

the project transforms underutilized land into a vibrant residential community with direct access to Metrorail, Metromover, and Brightline. The development includes 616 units, 360 of which are designated for workforce households earning up to 140% of Area Median Income, along with 25,000 square feet of ground-floor retail. Atlantic Square increases access to quality housing, supports economic mobility, and strengthens connectivity while advancing equitable redevelopment in one of Miami's most historic neighborhoods.

Outstanding New Building

City of Palmetto/Palmetto Community Redevelopment Agency

Palmetto Marriott Resort & Spa

InDevelopment Partners developed Palmetto's first full-service hotel and event venue: the Palmetto Marriott Resort & Spa, a "first-of-its-kind" hotel. Supported by $6 million in CRA incentives and additional state grants, this catalytic project bolstered the local economy and helped establish Palmetto as a conference destination. Community benefits include a strong public-private partnership, new public gathering spaces, annual community contributions tied to the incentive agreement, and revitalization of major corridors. Coordinated with improvements to the adjacent conference center, the project created expanded event opportunities and regional appeal.

City of Flagler Beach

Compass Hotel by Margaritaville

The property upon which the new Compass Hotel has been constructed was the site of the original Flagler Beach Hotel, constructed in 1925. After extensive deterioration, that hotel was razed in 1972, and the property, located in the heart of downtown, remained vacant until the development of the Compass Hotel. Construction of the hotel began in 2024 and it opened on May 21, 2025, the first new hotel in Flagler County in nearly two decades. The hotel features 100 rooms, a restaurant, a pool, and a rooftop lounge, which offers stunning views of the City and Atlantic Ocean.

Outstanding Rehabilitation, Renovation, or Reuse

West Palm Beach Community Redevelopment Agency

Sunset Lounge

The Sunset Lounge Historic Renovation is a transformative adaptive reuse project celebrating the venue's centennial year and enduring legacy as one of West Palm Beach's most significant cultural landmarks. Originally opened in 1926 by Robert Sanders, the iconic jazz-era nightclub hosted legendary performers including Count Basie, Ella Fitzgerald, and Louis Armstrong. Led by the West Palm Beach Community Redevelopment Agency, the restoration preserves the building's historic character while introducing a thoughtfully designed 20,000-square-foot expansion featuring a restaurant, rooftop bar, and event spaces. As it marks 100 years, the revitalized Sunset Lounge reemerges as a world-class cultural destination and a catalyst for community and economic vitality.

Opa-locka Community Redevelopment Agency

Reviving a Landmark: Historic Rehabilitation and Adaptive Reuse of the Opa-locka Train Station

The Opa-locka Community Redevelopment Agency, in partnership with Ten North Group, transformed the historic Opa-locka Train Station into a vibrant multi-use cultural and community destination through strategic historic rehabilitation and adaptive reuse. Located adjacent to the active Tri-Rail corridor, the restored landmark now serves as a gathering space for artists, exhibitions, community events, and cultural programming, including major Art Basel Miami activations in the City of Opa-locka. The project preserves the city's unique architectural heritage while advancing creative placemaking, transit-oriented redevelopment, and economic revitalization. Future plans include café and refreshment amenities to further activate the site for residents, commuters, and visitors.

City of St. Augustine Community Redevelopment Agency

Restoration at the Fountain: Fountain of Youth Elks Lodge Restored

The Fountain of Youth Elks Lodge Rehabilitation Project reclaims a cornerstone of Lincolnville's cultural and civil rights legacy, transforming a historic landmark into a symbol of resilience and renewal. Once a gathering place for leaders and changemakers, the Lodge has been thoughtfully restored with careful attention to its architectural integrity, including the preservation of defining features such as its jalousie windows. More than rehabilitation, the completed project reactivates a space where history was made, ensuring its stories endure. By honoring the past while investing in the future, it strengthens community identity and preserves Lincolnville's heritage as a living legacy.

City of Apopka

Residential Renovation Assistance Program

The City of Apopka's Residential Renovation Assistance Program revitalizes aging housing stock while supporting low- to moderate-income homeowners within the CRA district. The program provides financial assistance for critical exterior and structural improvements, including roofing, windows, paint, and code-compliance repairs. By reducing deferred maintenance, the initiative enhances neighborhood aesthetics, stabilizes property values, and improves overall quality of life for residents. Since its launch, the program has completed numerous home renovations, preserving existing housing and preventing displacement. This targeted reinvestment strategy strengthens community pride, promotes long-term sustainability, and advances the CRA's mission of equitable and inclusive redevelopment.

North Miami Community Redevelopment Agency

Prestige District Multifamily Rehabilitation Project

The Prestige District Multifamily Rehabilitation Project represents a transformational investment in safe, quality housing and neighborhood stabilization within North Miami. Located at 13200 NE 7 Ave, this project addressed critical life-safety concerns and deteriorating housing conditions through the complete rehabilitation of 62 multifamily residential units, ensuring residents have access to modern, safe, and dignified living environments.

Fort Pierce Redevelopment Agency

Highwaymen Museum

The Florida Highwaymen Museum transformed a city-owned building in Fort Pierce's Lincoln Park neighborhood into a world-class cultural

destination honoring the legacy of the Florida Highwaymen, a renowned group of self-taught African American artists. Through a partnership between the Fort Pierce Redevelopment Agency, the City of Fort Pierce, the Original Florida Hall of Fame Highwaymen, Inc., and the Florida Department of State, the project combined historic preservation, cultural tourism, and community redevelopment. Opened in May 2026, the museum preserves an important chapter of Florida history while serving as a catalyst for economic development, neighborhood revitalization, and community pride.

Haines City Community Redevelopment Agency

Haines City CRA's Residential Rehabilitation Grant Program

The Haines City CRA's Residential Rehabilitation Grant Program rehabilitates owner-occupied homes for low- to moderate-income residents across its redevelopment districts, funding new roofs, HVAC, exterior repairs, and accessibility ramps at no cost to homeowners through a forgivable deferred loan of up to $50,000 per home. Since its launch on April 22, 2025, 206 individual construction projects have been completed, and 41 of 184 enrolled homes have been fully rehabilitated to date. By stabilizing existing housing rather than displacing residents, the program preserves homeownership, protects vulnerable and senior owners, lifts neighborhood property values, and builds the residential foundation that sustains the CRA's commercial corridor revitalization — a coordinated, equity-centered model for whole-community renewal.

City of Auburndale

CRA Adale Development

202 N E Park St and comprised of 10,875 SF +/-, subdivided into two adjoining buildings. The northernmost building is an existing single-story warehouse-style steel frame structure built in 1999. The southernmost building was originally built as a movie theatre, known as the "Auburn Theatre," and has since been used as a gym and other commercial business uses. Capital Investment: $1,506,561.60. CRA Grant Reimbursement: $205,933 and Impact Fee Assistance of $3,418.98.

Fort Myers Community Redevelopment Agency

Common Ground "Pocket Park"

This submission reflects the Fort Myers Community Redevelopment Agency's commitment to creating vibrant public spaces that strengthen community and support economic growth. Common Ground "Pocket Park," located in the Downtown Redevelopment Area, transformed an underutilized site into a welcoming gathering space that enhances the neighborhood and supports local businesses. The park improves walkability, beautifies the area, and offers residents and visitors a place to relax and connect. With thoughtful landscaping, seating, and placemaking features, it strengthens community identity, encourages pedestrian activity, and demonstrates how small-scale redevelopment projects can create lasting, meaningful impact for all stakeholders involved.

Omni Community Redevelopment Agency

16 Corner

16 Corner is a comprehensive rehabilitation and preservation project consisting of 44 affordable rental units across five multifamily residential buildings in Historic Overtown, Miami. After the property was deemed unsafe in 2018, the Omni CRA partnered with Miami-Dade County Housing and Community Development to acquire, rehabilitate, and preserve the development for long-term affordability. Through a carefully phased construction process, all renovations were completed without displacing residents. The project transformed deteriorated housing into safe, modern residences while preserving affordability, protecting vulnerable households, and strengthening neighborhood stability within one of Miami's most historic communities.

North Miami Community Redevelopment Agency

119th Plaza

The 119 Plaza Renovation Project represents more than a physical improvement project — it is a strategic investment in community revitalization, economic growth, and neighborhood pride in North Miami. Located at 805 NW 119th Street, this aging commercial plaza serves dozens of local businesses, community organizations, service providers, and residents daily. Through thoughtful redevelopment, the project aims to reposition the property as a modern, attractive, and economically vibrant shopping destination.

Planning Studies

Lake Wales Community Redevelopment Agency

The Walesbilt Hotel Study

The Walesbilt Hotel Study provides a comprehensive analysis of the projected economic impacts of redeveloping the historic Walesbilt Hotel in downtown Lake Wales. Prepared by PlaceEconomics, the study evaluates both short-term construction impacts and long-term operational benefits, including job creation, labor income, visitor spending, and local tax generation. Using data modeling and industry benchmarks, the study estimates that the redevelopment will substantially increase economic activity, attract visitors, and strengthen the local economy while preserving a significant historic landmark and supporting future community growth.

Community Redevelopment Agency of the City of Bradenton

Revitalizing the Friendly City: The Bradenton CRA Story

Revitalizing the Friendly City: The Bradenton CRA Story details the transformative journey of Bradenton's Community Redevelopment Agency in reversing urban blight and fostering vibrant economic growth. Through a balanced combination of strategic public infrastructure investments and private sector incentives, the CRA has effectively reshaped the city's urban landscape. Key milestones include the expansion of the iconic Riverwalk park system, downtown streetscape enhancements, and targeted matching grants for local businesses. This comprehensive approach successfully transformed Bradenton into a highly connected, pedestrian-friendly destination that honors its unique local heritage while building a resilient, long-term economic foundation for future generations.

City of Lakeland Community Redevelopment Agency

Memorial Boulevard Economic Development Strategy

The Memorial Boulevard Economic Development Strategy, funded by a CPTA grant through Florida Commerce and the City of Lakeland CRA, takes a proactive approach to revitalizing the corridor. Memorial Boulevard (US 92) spans six miles between I-4 and East Lake Parker Drive in one of the nation's fastest-growing cities — Lakeland. As infrastructure investments advance, the City aims to attract private investment, strengthen nearby neighborhoods, improve pedestrian safety, and enhance economic vitality. Key strategies include corridor branding, urban design enhancements, safety upgrades, and promoting mixed-use development and walkability, particularly within the "Downtown Gateway" area, to boost employment and long-term growth.

Fort Walton Beach Community Redevelopment Agency

Fort Walton Beach Downtown Design Guidelines

The Fort Walton Beach Downtown Design Guidelines are a CRA-supported planning study that provides a clear, community-driven framework for guiding redevelopment, reinvestment, and placemaking within Downtown Fort Walton Beach. Adopted in 2025, the Guidelines translate redevelopment goals into an illustrated, non-regulatory toolbox that supports walkability, safety, economic vitality, and neighborhood character. Intended to complement the Community Redevelopment Master Plan, the study bridges long-range vision with short-term, implementable strategies that support incremental redevelopment while reinforcing the area's authentic identity.

Fort Pierce Redevelopment Agency

Marina Square & Downtown Park Conceptual Design

The Marina Square & Downtown Park Conceptual Design advances a cornerstone recommendation of the FPRA Downtown Master Plan and establishes the implementation framework for reimagining Fort Pierce's waterfront. The plan transforms a 5.9-acre site into a vibrant public destination that strengthens connections between downtown, the City Marina, and the Indian River Lagoon while creating space for markets, festivals, recreation, and everyday community life. Through extensive stakeholder engagement, parking and circulation analysis, and redevelopment planning, the project produced a clear path forward for future design, infrastructure improvements, funding opportunities, and phased implementation of this catalytic waterfront redevelopment project.

Fort Myers Community Redevelopment Agency

Fort Myers Downtown Redevelopment Area Plan Update

This project reflects thoughtful planning, collaboration, and a strong community-driven vision. Shaped through years of public engagement and careful listening, the plan provides a clear roadmap that honors Fort Myers' history while guiding a vibrant, inclusive future. It prioritizes practical improvements that build on existing strengths and address community needs, including a connected, walkable, and welcoming downtown. Extensive stakeholder input created shared ownership and momentum, strengthening the final plan. The initiative has already generated renewed local energy, increased interest from small businesses, and reinforced downtown's vital role in Fort Myers. Overall, it represents best practices in planning and redevelopment.

MHCP COLAB LLC on behalf of 79th Street and 7th Avenue Community Redevelopment Agencies

Connecting Neighbors, Connecting Destinations, Connecting CRAs

The 79th Street and 7th Avenue Community Redevelopment Agencies (CRAs) set out to answer a critical question: How can mobility and safety be improved throughout their communities? To find the answer, the CRAs commissioned a Mobility Study to identify high-crash locations, assess transportation needs, and evaluate the feasibility of community circulator services. The study found that a last-mile circulator system is both feasible and beneficial, improving access to key destinations and stops and strengthening connections to regional transit. As a result, the CRAs will launch pilot circulator services through a unified platform, enhancing connectivity and creating a more accessible community.

City of Bradenton Community Redevelopment Agency

City of Bradenton CRA Demographic and Market Studie

The City of Bradenton CRA commissioned three comprehensive Demographic and Market Studies for the Downtown, Central, and Tamiami Trail CRAs. These studies utilize Esri ArcGIS Tapestry segmentation to move beyond simple population counts, uncovering the "lived reality" of residents. By modifying study boundaries to include "donut hole" properties — residential developments physically within but technically excluded from the CRA — the agency gained a complete picture of market demand. This data-driven approach identifies a 54% projected population surge by 2030, guiding targeted investment in housing, workforce development, and infrastructure to ensure resilient urban growth.

City of Orlando, Downtown Development Board/Community Redevelopment Agency

CANVAS: Culture as Catalyst

The CANVAS Cultural Arts Plan represents a collective vision and strategic roadmap for elevating Central Florida's arts and culture to truly reflect a diverse, world-class community, a place that values creativity, embraces innovation, and celebrates the power of arts and culture to transform lives and spaces through genuine human connection. A comprehensive 10-year cross-jurisdictional roadmap, it emerged from 18 months of intensive civic engagement involving over 1,500 residents, cultural organizations, and area leaders, and is designed to transform the downtown CRA, the City of Orlando, and Orange County into a welcoming and singularly memorable cultural destination.

Martin County Community Redevelopment Agency

Architectural Design Standards

A community often expresses its unique identity through the built environment. Similar to a painting, architecture tells a story. After researching the historical context and architectural styles of each Martin County CRA — Golden Gate, Hobe Sound, Jensen Beach, Old Palm City, Port Salerno, and Rio — the project used our past to help guide future redevelopment. The updated Architectural Design Standards integrated architectural character with the County's form-based code framework, improving clarity, flexibility, and usability for residents, architects, builders, and staff. The result is a more cohesive, community-centered approach to redevelopment that preserves neighborhood identity while supporting thoughtful future growth.

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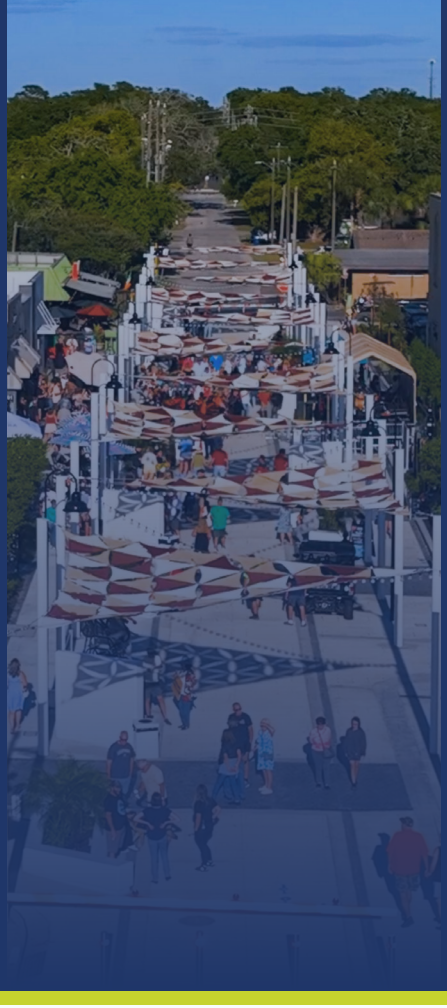
"In every community, there is work to be done. In every nation, there are wounds to heal. In every heart, there is the power to do it."

— Marianne Williamson

NOTES


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COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: November 17, 2026

CONSENT AGENDA

AGENDA ITEM 10.A

SUBJECT:
Approval of the CRA Board Meeting Minutes for September 8 and 15, 2026.

SUMMARY:
See attached minutes.

CRA BOARD OPTIONS:
Approve both the September 8 and 15 CRA Board Meeting Minutes.

ATTACHMENTS:

Description
• Attachment I - 09-08-26 CRA Board Meeting Minutes
• Attachement II - 09-15-26 CRA Board Meeting Minutes

MINUTES OF THE COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING HELD ON TUESDAY, SEPTEMBER 8, 2026, AT 6 P.M., IN BOYNTON BEACH CITY HALL COMMISSION CHAMBERS 100 E. OCEAN AVENUE, BOYNTON BEACH, FLORIDA

PRESENT:

Rebecca Shelton, Chair
Thomas Turkin, Vice Chair
Mack McCray, Board Member
Aimee Kelley, Board Member

Dan Dugger, Chief Executive Director
Adam Temple, Executive Director
Amanda Radigan, Deputy Executive Director
Kathryn Rossmell, Board Council
Tammy Stanzione, City Clerk

1. Call to Order

Chair Shelton called the meeting to order at 9:39 pm.

2. Roll Call

Roll call was taken. A quorum was present

3. Invocation

4. Pledge of Allegiance

5. Agenda Approval

A. Additions, Deletions, Corrections to the Agenda
B. Adoption of Agenda

Adam Temple, Executive Director, requested a special meeting ahead of the City Commission Meeting on September 16, 2026.

Board Council Rossmell requested that the request be added to the agenda as Item 15H.

Motion

Board Member Kelley moved to approve the agenda as amended. Vice Chair Turkin seconded the motion. The motion passed unanimously.

6. Legal

7. Informational Items and Disclosures by Board Members and CRA Staff:

A. Disclosure of Conflicts, Contacts, and Relationships for Items Presented to the CRA Board on Agenda

8. Information Only

9. Announcements and Awards

Bonnie Nicklien, Economic Development Director, announced Florida Redevelopment week September 14 through September 18. She noted that they will be highlighting on social media all the great work CRA does within the community.

10. Public Comments

Francisco Rojo, Landmark Developers Miami, provided an update on Senior Development.

11. Consent Agenda

A. Approval of Commercial Economic Development Grant Program Applications

B. Approval of the Amendment to the Commercial Property Improvement Grant Program Agreement with The Old Testament Bakery LLC located in Heart of Boynton Shops at 137 NE 10th Avenue, Unit 101

C. Approval of Commercial Business Marketing Grant for Logo Legend, LLC

Motion

Board Member Kelley moved to approve the Consent Agenda. Board Member Cruz seconded the motion. The motion passed unanimously.

12. Pulled Consent Agenda Items

13. CRA Advisory Board

A. Pending Assignments

B. Reports on Pending Assignments

14. Old Business

15. New Business

A. Approval of Resolution No. R26-02 Adopting the CRA Budget for Fiscal Year 2026-2027

Amanda Radigan, Deputy Executive Director, highlighted the changes to CRA Budget for Fiscal Year 2026-2027. She stated that she received a request from the Utilities Department to fund an undergrounding project for AT&T powerlines for Coquina Cove.

Motion

Vice Chair Turkin moved to approve Resolution No. R26-02 adopting the CRA Budget for Fiscal Year 2026-2027 and to include a line item for the installation of an AT&T conduit for Coquina Cove in the amount of $400,000.

B. Consideration of the Purchase and Sale Agreement for 415 NW 1st Avenue

C. Consideration of the Purchase and Sale Agreement for 101 NW 4th Street

D. Consideration of the Purchase and Sale Agreement for 204 NW 1st Street

E. Consideration of the Purchase and Sale Agreement for 318, 336 and 404 E. Martin Luther King Jr. Boulevard

Chair Shelton handed the gavel to Vice Chair Turkin

Motion

Chair Shelton motioned to table Items 16B, 16C, 16D, 16E to September 16, 2026, CRA meeting. Board Member McCray seconded. The motion passed unanimously.

F. Consideration of FEMA Grant Funding for Seawall Design at Boynton Harbor Marina

Ms. Utterback stated that in 2024 the CRA submitted a subgrant application to the FEMA, seeking funding for the design and replacement of the approximately 25-year-old commercial seawall at the Boynton Harbor Marina. The seawall has reached the end of its useful life and is critical infrastructure supporting the continued operation of the marina and surrounding area. She noted that on February 5, 2026, the BBCRA was notified that FEMA had approved a partial award of $132,245.96 to fund the design and permitting phase of the seawall replacement project.

Motion

Board Member Cruz motion to approve the FEMA grant fund for the Seawall Design at Boynton Harbor Marina. Vice Chair Turkin seconded. The motion passed unanimously.

G. Consideration of the Revised and Restated CRA Financial Policies and Procedures Manual and the Revised and Restated CRA Cash and Investment Policy

Alan Lawson, Chief Financial Officer, highlighted the six key changes made to the Financial Policy.

Motion

Board Member Kelley motion to approve the Revised and Restated CRA Financial Policies and Procedures Manual and the Revised and Restated CRA Cash and Investment Policy. Board Member McCray seconded. The motion passed unanimously.

H. Request for a special meeting to be held on September 16, 2026.

Motion

Board Member Kelley motion to approve a special meeting on September 16, 2026 at which time the Board will consider the third amendment to the Interlocal Master Administrative Services Agreement. Consideration of the Purchase and Sale Agreement for 415 NW 1st Avenue. Consideration of the Purchase and Sale Agreement for 101 NW 4th Street. Consideration of the Purchase and Sale Agreement for 204 NW 1st Street. Consideration of the Purchase and Sale Agreement for 318, 336 and 404 E. Martin Luther King Jr. Boulevard. Board Member Cruz seconded. The motion passed unanimously.

16. Future Agenda Items

17. Adjournment

Vice Chair Turkin moved to adjourn. Board Member Kelley seconded the motion. The motion passed unanimously.

With no further business to discuss, the meeting was adjourned at 9:58 P.M.

MINUTES OF THE COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING HELD ON TUESDAY, SEPTEMBER 15, 2026, AT 6 P.M., IN BOYNTON BEACH CITY HALL COMMISSION CHAMBERS 100 E. OCEAN AVENUE, BOYNTON BEACH, FLORIDA

PRESENT:

Rebecca Shelton, Chair
Thomas Turkin, Vice Chair
Mack McCray, Board Member
Aimee Kelley, Board Member

Dan Dugger, CRA Executive Director
Amanda Radigan, CRA Deputy Executive Director
Janice Rustin, Board Counsel
Tammy Stanzione, City Clerk

1. Call to Order

Chair Shelton called the meeting to order at 6 pm.

2. Roll Call

Roll call was taken. A quorum was present

3. Invocation

Board Member McCray gave the Invocation.

4. Pledge of Allegiance

Vice Chair Turkin led the members in the Pledge of Allegiance to the Flag.

5. Agenda Approval

A. Additions, Deletions, Corrections to the Agenda
B. Adoption of Agenda

Motion

Board Member McCray moved to approve the agenda. Board Member Kelley seconded the motion. The motion passed unanimously.

6. Legal

7. Informational Items and Disclosures by Board Members and CRA Staff:

A. Disclosure of Conflicts, Contacts, and Relationships for Items Presented to the CRA Board on Agenda

8. Information Only

9. Announcements and Awards

10. Public Comments

No members of the public spoke in person, and no one was online. Public comment was closed.

11. Consent Agenda

A. Approval of the CRA Board Meeting Minutes for August 11, 2026

Motion

Vice Chair Turkin moved to approve the Consent Agenda. Board Member Cruz seconded the motion. The motion passed unanimously.

12. Pulled Consent Agenda Items

13. CRA Advisory Board

A. Pending Assignments

B. Reports on Pending Assignments

14. Old Business

15. New Business

Board Member McCray motioned to remove 15A, 15B 15C 15D and 15E from the table. Board Member Kelley seconded the motion. The motion passed unanimously.

A. Consideration of the Purchase and Sale Agreement for 415 NW 1st Avenue

Theresa Utterback, Development Services Director presented the acquisition of a parcel within the 480 W. Boynton Beach Boulevard block. Due diligence and an appraisal were completed, and the seller has signed the agreement. The purchase price is $749,000, with the property delivered unoccupied. She stated that a Phase I environmental assessment will be conducted because of prior vehicle storage on the site. One holdout parcel (the Subway building) remains on the block.

Motion

Board Member Kelley moved to approve the Purchase and Sale Agreement for 415 NW 1st Avenue. Board Member McCray seconded the motion. The motion passed unanimously.

B. Consideration of the Purchase and Sale Agreement for 101 NW 4th Street

Ms. Utterback clarified that the address is NW 4th Street, not Avenue as typed. The half-acre parcel, just south of 480, enlarges and squares off the block for future site work. It appraised at $702,000 with an asking price of $835,000, or $36.17 per square foot, well below other land on the block. Board members noted the parcel is contiguous and that land consolidation is the purpose of these purchases

Motion

Board Member McCray moved to approve the Purchase and Sale Agreement for 101 NW 4th Street. Vice Chair Turkin seconded the motion. The motion passed unanimously.

C. Consideration of the Purchase and Sale Agreement for 204 NW 1st Street

Ms. Utterback stated that the parcel sits at the opposite corner of the block containing the USPS office at Seacrest and Boynton Beach Boulevard, where the CRA has acquired adjacent properties over the past several years. It appraised at $850,000 with an asking price of $995,000 (about $76 per square foot). Board members expressed interest in negotiating a better price, given remaining holdouts on the block.

Motion

Board Member McCray moved to table the Purchase and Sale Agreement for 204 NW 1st Street. Board Member Cruz seconded the motion. The motion passed unanimously.

D. Consideration of the Purchase and Sale Agreement for 318, 336 and 404 E. Martin Luther King Jr. Boulevard

Ms. Utterback noted that the three rental properties (about 31,000 square feet) create a nearly contiguous frontage along MLK Boulevard and will be delivered vacant; the seller will relocate tenants to his other rental properties. The properties appraised at $3.1 million; the original asking price of $4 million was negotiated to $3.59 million. Staff has begun talks with the owner of one remaining parcel. A board member noted the purchase supports the CRA's mission to eliminate slum and blight and fulfill promised improvements on MLK Boulevard.

Motion

Board Member McCray moved to approve the Purchase and Sale Agreement for 318, 336, and 404 E Martin Lurther King Jr. Boulevard. Board Member Kelley seconded the motion. The motion passed unanimously.

E. Consideration of the Third Amendment and Restated Master Administrative Services Interlocal Agreement

Board Counsel Rustin, noted that he amended agreement adds risk management services, provides that the City Attorney will oversee City employees performing CRA work, and consolidates all prior amendments.

Motion

Board Member McCray moved to approve the Third Amendment and Restated Master Administrative Services Interlocal Agreement. Vice Chair Turkin seconded the motion. The motion passed unanimously.

F. Consideration of the Revised CRA Human Resources Handbook Approve the revised CRA Employee Handbook as presented.

Danielle Whitefield, Director Human Resources, presented a comprehensive revision of the 2021 handbook, addressing new state and federal compliance requirements, moving paper processes to an electronic system, and aligning with the City handbook, including added benefits for CRA staff.

Board Member McCray requested a copy of the presentation.

Motion

Board Member McCray moved to approve the Revised CRA Human Resources Handbook. Vice Chair Turkin seconded the motion. The motion passed unanimously.

Vice Chair Turkin asked the CRA to coordinate with the City and downtown businesses near Ocean Avenue about the holiday parade.

City Manager Dugger noted that the parade has been consolidated into the Christmas tree lighting, avoiding an FDOT closure of Federal Highway, and committed to informing affected businesses.

Board Member Kelley requested regular joint City Commission–CRA meetings to align the strategic plan and CRA plan.

Vice Chair Turkin requested to have a follow-up from the last joint meeting, Boynton Beach Boulevard and I-95, the Federal Highway corridor and waterfront, the status of Subway parcel negotiations, temporary beautification after FDOT roadwork, and interim use of CRA-held parcels such as the post office site.

Ms. Radigan proposed tentatively scheduling joint meetings on the first meeting of each month, as needed; no date was set.

16. Future Agenda Items

17. Adjournment

Motion:

Vice Chair Turkin moved to adjourn. Board Member Kelley seconded the motion. The motion passed unanimously.

With no further business to discuss, the meeting was adjourned at 6:22 P.M.

Tammy Stanzione, CMC
City Clerk

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: November 17, 2026

CONSENT AGENDA

AGENDA ITEM 10.B

SUBJECT:
Approval of the Contractor Pool for the Residential Improvement Grant Pilot Program Established Under RFQ NO. 26-094Q and Authorization to Enter into Contracts with the Approved Contractors.

SUMMARY:
At the March 9, 2026 meeting, the CRA Board approved the final terms for the CRA's Residential Improvement Grant Pilot Program (see Attachment I). In coordination with City and CRA staff, the Program was created to enhance neighborhood revitalization by providing financial resources that allow residential properties to improve and restore their homes, strengthen community pride and promote a safe an attractive living environment.

One of the terms of the Program includes a direct-to-pay for contractors performing the work on behalf of the homeowner. In order to effectuate this process and gather a pool of qualified contractors, the City and the CRA jointly issued RFQ No. 26-094Q under an Interlocal Agreement authorized by Section 163.01, Florida Statutes (see Attachment II). The RFQ was published August 9, 2026, with a non-mandatory pre-qualification conference on August 21, 2026. Addenda No. 1 and No. 2 extended the closing date to September 17, 2026 at 3:00 P.M. and answered bidder questions. 11 qualification packages were received through bids&tenders.

Purpose of the pool. The RFQ prequalifies contractors by trade discipline for owner-occupied residential repair work. The pool serves two delivery tracks:

- **Track A, City-Contracted Work:** the Community Development Department's CDBG- and SHIP-funded Residential Home Repair, Housing Rehabilitation, and Storm Protection programs. The City contracts with and pays the contractor.
- **Track B, Grant Direct-Payment Work:** the CRA Residential Improvement Grant Pilot Program. The homeowner contracts with the contractor and the agency disburses the approved grant amount.

The pool is program-agnostic. Programs adopted later can draw on it without reissuing the RFQ (RFQ Section 2.8).

No pricing. The RFQ requested no pricing. Price is set at the project level through a Project Quote Request to all active pool members in the discipline. Under the current Purchasing Policy construction thresholds (Addendum No. 2, Answer 4), Tier 1 projects are below $20,000 (one quotation), Tier 2 projects run from $20,000.01 to $199,999 (three written quotes), and Tier 3 projects are $200,000 or above (formal bid). Every project award still requires the approval level the Purchasing Policy assigns to its value band.

Evaluation. Procurement Services first reviewed each package for responsiveness. The Evaluation Committee then scored each responsive package separately for each discipline applied for, on three criteria: Qualifications (30%), References and Past Performance (30%), and Experience and Technical Capabilities (40%). A firm scoring 70 or more in a discipline, and passing the mandatory compliance review, qualifies for that discipline. There is no limit on the number of firms admitted, and the Committee does not rank firms. Nine of the 11 firms qualified in every discipline they applied for. Two did not reach 70: West Indian Services and Solutions LLC scored 64.5 in each of its 11 disciplines, and Pink Eagle Roofing LLC scored 50.0 in Roofing and 51.3 in Windows and Exterior Doors. The Committee met in a publicly noticed meeting on October 16, 2026, and, by final motion, adopted the scores and recommended the nine firms in Exhibit 1, each scoring 70 or more.

Term. The pool runs for three years from approval by both bodies, with one two-year renewal option. All firms, including current members, must submit a new package when the window reopens.

Contracts. Contracts will be entered into with each qualified pool member.

FISCAL IMPACT:
None from this action. Approving the pool obligates no funds. Funds are obligated only when an individual Purchase Order issues against an appropriated program budget. FY 2026-2026, Project Fund, Line Item 02-58400-444, $80,000

CRA BOARD OPTIONS:

Motion to approve the Contractor Vendor Pool for Residential Home Repairs established under RFQ No. 26-094Q, consisting of the nine firms listed in Exhibit 1 by trade discipline and value tier, and to authorize the CEO, Executive Director, or designee, to:

1. Issue Letters of Prequalification, once the City Commission has also approved the pool;
2. Administer the pool in accordance with the RFQ;
3. Enter into contracts with each member of the pool in substantially the form attached as Attachment III, and
4. Open an interim supplemental application window and admit additional firms under RFQ Section 4.11 without further Commission action, subject to annual reporting.

Under RFQ Section 4.9, the pool is not approved, and no Letter of Prequalification is issued, until both the Commission and the BBCRA Board have approved it. The Board is asked to approve the pool as a whole.

ATTACHMENTS:

Description

- Attachment I - Grant Terms
- Attachment II - RFQ 26-094Q
- Attachment III CRA Contractor Pool Agreement Template.docx

Residential Improvement Grant Pilot Program Term Sheet

Mission:

To enhance neighborhood revitalization by providing financial resources that allow residential properties to improve and restore their homes, strengthen community pride and promote a safe and attractive living environment

---

I. Applicant Eligibility

Eligible Persons: Persons subject to enforcement and voluntary participants

Homeowner Status: Owner-occupied properties

Home Type: Single-family detached

Liens: Applicant must be free of liens, unless completion of the program would remedy the lien

Code Violations: Applicant may not have any active code cases unless the grant can remedy the violation

Prior Participation: Applicant may not have participated in this program within the previous 5 years

II. Program Parameters

Funding Amount: $10,000.00 per property

Fund Disbursement: Direct pay to contractor

Allocation Priority: 50% code enforcement/50% voluntary

Contractor: List of Qualified Contractors

Deposits: No deposits funded by CRA

Self-Performance: Neither CRA nor City may perform contracted work

Approvals: Approved administratively

III. Eligible Improvements

Eligible Improvements: (1) Paint; (2) Paving; (3) Power Washing; (4) Plants (excluding sod); (5) Fence Staining; (6) Fence Repair; (7) Tree/Landscape Trimming; (8) Site Triangle Issues; (9) Driveway Repair and Expansion

IV. Code Enforcement

Enforcement:	Active participation tolls enforcement of code violations
Citations:	Active participation precludes any code enforcement citations
Completion:	Upon successful completion of the program, remedied code enforcement citations and proceedings are closed

REQUEST FOR QUALIFICATIONS

RFQ No. 26-094Q

PREQUALIFICATION OF CONTRACTORS FOR A

CONTRACTOR VENDOR POOL FOR RESIDENTIAL HOME REPAIRS

A Joint Solicitation of the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency (BBCRA), issued pursuant to an Interlocal Agreement authorized under Section 163.01, Florida Statutes.

ELECTRONIC SUBMISSION ONLY — Boynton-beach.bidsandtenders.net

This solicitation includes work funded by federal (CDBG), state (SHIP), and BBCRA tax-increment sources.

PUBLISH DATE	PRE-QUALIFICATION CONFERENCE (NON-MANDATORY)	ALL QUESTIONS DUE	QUALIFICATION PACKAGES DUE
August 9, 2026	August 21, 2026 10:00 A.M. (Local Time) City Hall, Room 115 100 E. Ocean Avenue	August 31, 2026 3:00 P.M. (Local Time) via bids&tenders only	by September 10, 2026 by 3:00 P.M. (Local Time) via bids&tenders only

NOTICE: THIS SOLICITATION ESTABLISHES A PREQUALIFIED POOL. IT DOES NOT AWARD ANY WORK.

Prequalification under this RFQ does not create a contract, does not guarantee any work, and does not entitle any firm to any minimum volume of projects or payment. Firms admitted to the pool receive a Letter of Prequalification (Exhibit B, Part 1) and sign an Acknowledgement of Pool Terms (Exhibit B, Part 2). Binding obligations arise only upon issuance of a Work Order, Purchase Order, and Notice to Proceed (Track A) or a fully executed Direct-Payment Order (Track B). See Sections 1.16 and 2.3.

SOLICITATION CONTACT

All questions and communications concerning this solicitation must be directed through the e-procurement system to the Procurement Services representative identified below. Contact with any other City or BBCRA personnel during the solicitation, evaluation, and approval process may be grounds for elimination from consideration. See Section 1.17.

SOLICITATION CONTACT	DETAIL
Name and title	Andrew Rozwadowski, Procurement Director, Procurement Services
Telephone	(561) 742-6322
Email	RozwadowskiA@bbfl.us
Submit questions	Through Boynton-beach.bidsandtenders.net only, using the "Submit a Question" function for this solicitation

CONTENTS OF THIS SOLICITATION

PART	TITLE
Section I	Instructions to Offerors — Submission Requirements
Section II	Scope of Work (Services), Delivery Tracks, Trade Disciplines, and Program Expansion
Section III	Submission of Qualification Package
Section IV	Evaluation of Qualification Packages and Approval of the Pool
Section V	Standard General Terms and Provisions
Section VI	Special Conditions
Section VII	Federal and State Grant Requirements; Funding Source Applicability Matrix
Exhibit A	Additional General Conditions of Construction (Track A — City-Contracted Work only)
Exhibit B	Part 1 — Form of Letter of Prequalification; Part 2 — Acknowledgement of Pool Terms and Grant Compliance Agreement; Part 3 — Funding Source Rider Template
Exhibit C	Grant Program Direct-Payment Order — the "Direct-Payment Order" (Track B — Grant Direct-Payment Work only)
Exhibit D	Contractor Application
Exhibit E	HUD / CDBG Federal Certification Forms (applicability limited — see Sections 7.4 and 7.5)
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ADVERTISEMENT NOTICE TO OFFERORS

Electronic Qualification Packages in response to this Request for Qualifications ("RFQ") shall be received by the City's e-procurement system no later than the date and time stated on the cover page of this solicitation. The e-procurement system does not permit packages to be received after the stated date and time. Offerors are advised to allow sufficient time to complete the online submission and to resolve any issues that may arise.

The e-procurement system will electronically acknowledge receipt of each package, and receipt will be publicly recorded. Because this solicitation requests qualifications only and contains no pricing, no public bid opening will be conducted.

Joint Issuance

This RFQ is issued jointly by the City of Boynton Beach ("City") and the Boynton Beach Community Redevelopment Agency ("BBCRA"), acting pursuant to an Interlocal Agreement authorized under Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act). The City's Procurement Services Division administers this solicitation on behalf of both agencies.

Throughout this RFQ, references to "the City" include the BBCRA with respect to work performed under any BBCRA-funded program, and references to "the Agencies" mean the City and the BBCRA collectively. The City and the BBCRA are separate legal entities; neither is liable for the obligations of the other, and each retains all rights, privileges, defenses, and limitations of liability available to it under Section 768.28, Florida Statutes.

Scope Summary

The Agencies seek qualification packages to jointly establish a pool of prequalified contractors to perform residential home repairs, storm-hardening improvements, and exterior beautification work under the programs identified in Section II. Trade disciplines are listed in the Trade Discipline and Licensing Matrix at Section 2.4.

It is the intent of the Agencies to prequalify as many responsive, responsible firms as possible in each trade discipline. There is no limit on the number of firms admitted per trade discipline. Admission to the pool is an acknowledgement that the firm has satisfied the prequalification criteria for the trade discipline(s) for which it applied — nothing more.

This solicitation is the one window to submit a qualification package for the initial term. Applications are accepted only during the submission period stated on the cover page. The pool does not remain open during the term. At or before the end of the initial three-year term the Agencies will reopen the submission window, and all firms wishing to participate in the renewal term — including firms then in the pool — must submit a new qualification package. See Sections 2.5 and 2.5.1. The Agencies may open a limited interim supplemental window during the term where coverage in a trade discipline requires it, as provided in Section 4.11.1.

Obtaining Documents

To obtain documents, visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner. Interested parties may preview the solicitation documents with a preview watermark before registering for the opportunity.

Questions

All questions must be submitted through the e-procurement system only, using the "Submit a Question" function for this solicitation, no later than the date stated on the cover page. No oral interpretation is binding.

Non-Mandatory Pre-Qualification Conference

A non-mandatory pre-qualification conference will be held at the date, time, and location stated on the cover page. The purpose of the conference is to review the qualification requirements, the two delivery tracks described in Section 2.3, the submission process, and any other relevant matter. No oral representation made at the conference is binding. If any matter discussed requires, in the City's judgment, an addition, deletion, or clarification to this solicitation, the City will issue a written addendum.

Public Records

Pursuant to Section 119.071(1)(b), Florida Statutes, qualification packages received in response to this RFQ are exempt from public records disclosure until thirty (30) days after the packages are opened, or until the Agencies provide notice of an intended decision, whichever occurs earlier.

For purposes of that exemption, and because no public bid opening is conducted: a qualification package submitted by the initial submission deadline is deemed "opened" on the closing date and time recorded by the e-procurement system; a package submitted in an interim supplemental window under Section 4.11.1 is deemed "opened" on the closing date and time of that window; and the Notice of Determination issued under Section 4.12 is the "notice of an intended decision" for purposes of Section 119.071(1)(b), Florida Statutes.

Offerors are advised that financial information submitted under Section 3.3(b) becomes a public record upon expiration of the exemption. See Section 1.14 regarding trade secrets.

SECTION I — INSTRUCTIONS TO OFFERORS; SUBMISSION REQUIREMENTS

1.1 Definitions

The following terms have the meanings stated below wherever they appear in this RFQ or in any resulting instrument.

TERM	MEANING
Acknowledgement	The Acknowledgement of Pool Terms and Grant Compliance Agreement at Exhibit B, Part 2. After first use, this RFQ refers to it as "the Acknowledgement."
Addendum	A written instrument issued by the City before the submission deadline that clarifies, corrects, or changes this solicitation.
Business day	Any day other than a Saturday, Sunday, or holiday observed by the City. All day counts in this RFQ are stated in business days or calendar days, and where a period is stated in days without qualification it means calendar days.
Agencies	The City of Boynton Beach and the Boynton Beach Community Redevelopment Agency, collectively.
BBCRA	The Boynton Beach Community Redevelopment Agency, a separate legal entity created under Part III, Chapter 163, Florida Statutes.
City	The City of Boynton Beach, Florida, a municipal corporation of the State of Florida.
Contract Administrator	The Department Director, or an employee expressly designated in writing by the Director, who acts as the representative of the City or the BBCRA with respect to a particular project. This RFQ uses the single term "Contract Administrator"; the term "Contract Manager" is not used.
Contractor	A firm admitted to the Contractor Vendor Pool under this RFQ. Also referred to as a Pool Member. Where a provision of Section V or Section VI applies before admission, it is stated to apply to an "Offeror."
Major irregularity	A deficiency that affects the price, quality, quantity, or delivery of the services, or that gives an Offeror a competitive advantage, or the omission of a required affidavit or certification. A major irregularity may not be waived. Any other deficiency is a minor irregularity, technical error, or informality, which the Agencies may waive under Section 1.7.
Defective	Work that is unsatisfactory, faulty, or deficient, does not conform to the applicable project documents, or does not meet the requirements of any applicable inspection, standard, test, or approval.
Direct-Payment Order	The instrument at Exhibit C, formally titled "Grant Program Direct-Payment Order," executed by the property owner, the Contractor, and the City or BBCRA, that authorizes disbursement of grant proceeds on Track B. This RFQ uses the short form "Direct-Payment Order" in narrative text. Replaces all prior references to a "Grant Program Direct-Payment Order Form."
Director of Procurement Services	The Director of the City's Procurement Services Division, or designee. This RFQ uses this single title; the terms "Purchasing Director" and "Purchasing Manager" are not used.
Final Completion	The point at which all Work under a Work Order, including all punch list items, has been completed, all close-out documentation required by Exhibit A, Article 12.10 has been delivered, and the Contract Administrator has accepted the Work in writing. On

TERM	MEANING
	Track B, the corresponding event is the property owner's written acceptance under Exhibit C, Section 5(a).
Evaluation Committee	Staff of the City and the BBCRA, and any outside subject-matter experts, assigned to evaluate qualification packages.
Letter of Prequalification	The letter at Exhibit B by which the Agencies notify a firm of its admission to the pool for one or more trade disciplines.
Notice of Determination	The written notice issued under Section 4.12 stating the determination on an Offeror's qualification package. This is the "notice of an intended decision" for purposes of Section 119.071(1)(b), Florida Statutes.
Notice to Proceed (NTP)	A written notice from the City fixing the date on which the Contractor shall begin performance of a Work Order.
Offeror	Any individual, firm, or entity submitting a qualification package under this RFQ.
Pool	The Contractor Vendor Pool for Residential Home Repairs established under this RFQ.
Project Quote Request	The project-level request by which the Agencies solicit competitive quotes from Pool Members in an applicable trade discipline. This is the sole term used for a project-level solicitation under this RFQ, whether the project is quoted informally or competed through a project-specific Invitation to Bid under Section 2.4.1.
Qualification Package	An Offeror's complete submission in response to this RFQ.
Responsible	Capable of fully performing the requirements of this RFQ, with the integrity, reliability, capacity, experience, equipment, and financial resources to assure good-faith performance.
Responsive	Conforming in all material respects to the requirements of this RFQ.
Subcontractor	Any person or entity, other than an employee of the Contractor, that contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work.
Track A / Track B	The two delivery models described in Section 2.3. Track A is City-Contracted Work. Track B is Grant Direct-Payment Work.
Work	All labor, materials, equipment, and services required of the Contractor under a Work Order or a Direct-Payment Order.
Work Order	The instrument describing the scope, price, and time for a specific Track A project, issued with a Purchase Order and Notice to Proceed.

1.2 Procurement Method

A Request for Qualifications is a method of procurement that permits discussion with responsible Offerors, and revision of qualification packages, prior to a determination of qualification. This RFQ evaluates each Offeror's expertise, skills, experience, capacity, and past performance.

Pricing is not requested and shall not be submitted with a qualification package. Any qualification package containing pricing for the work described in Section II may be rejected. All pricing is established at the project level through the Project Quote Request process described in Section 2.7.

1.3 Online e-Procurement System (bids&tenders)

The City uses an electronic e-procurement system to distribute solicitation documents and receive submissions. Hardcopy submissions are not permitted. All qualification packages shall be submitted in English.

- Timing of a submission is determined by when it is RECEIVED by the e-procurement system, not when transmission begins. Transmission may be delayed by file size or connection speed.
- The e-procurement system's web clock governs the closing date and time. Late submissions are not permitted by the system.
- The system sends a confirmation email upon successful submission. An Offeror that does not receive confirmation should contact support@bidsandtenders.net.
- Offerors experiencing technical difficulty should contact bids&tenders support at least twenty-four (24) hours before the closing date and time.
- An Offeror that obtained this solicitation from a source other than bids&tenders must register with bids&tenders as a plan taker to receive addenda and updates.

Public notice and minimum time to respond. As required by the City's Purchasing Policy, public notice of this solicitation is given not less than fourteen (14) calendar days before the closing date, and includes publication on the Palm Beach County website for public notices at pbcfllegalnotices.com in addition to posting through the e-procurement system. Questions will be due not less than seven (7) calendar days before the closing date. A supplemental application window opened for a new trade discipline under Section 2.8.4 will likewise remain open for not less than fourteen (14) calendar days.

Format of uploads. Each numbered upload listed in Section 1.6 must be submitted as a separate searchable PDF not exceeding fifty (50) megabytes. The narrative required by Section 3.3 shall not exceed twenty (20) pages, exclusive of licenses, certificates, insurance certificates, financial statements, affidavits, and completed forms. A company brochure, if submitted, shall not exceed ten (10) pages and is not scored separately.

All expenses of preparing and submitting a qualification package are borne by the Offeror. Issuance of this RFQ does not commit the Agencies to admit any firm to the pool, to award any work, or to pay any cost incurred in responding.

1.4 Questions, Addenda, and Interpretations

Questions and requests for clarification must be submitted in writing through the e-procurement system only, by clicking "Submit a Question" for this solicitation, no later than the date stated on the cover page.

Responses to questions, interpretations, and supplemental instructions will be issued only as written addenda posted through bids&tenders. No verbal interpretation may be relied upon. Failure of an Offeror to receive an addendum does not relieve the Offeror of any obligation.

It is the responsibility of each Offeror to confirm that it has received all addenda. Offerors should check bids&tenders before submitting and up until the closing date and time. Offerors shall acknowledge receipt of each addendum through the e-procurement system.

Important: If an Offeror submits a qualification package and an addendum is subsequently issued, the e-procurement system will WITHDRAW the submission and change its status to INCOMPLETE in the "My Bids" section. The Offeror is solely responsible for making any needed revisions, acknowledging the addendum, and ensuring the re-submitted package is received before the closing date and time.

No negotiation, decision, or action shall be initiated by an Offeror as a result of any discussion with a City or BBCRA employee. Only written communications from the Procurement Services Division constitute a duly authorized expression on behalf of the Agencies.

1.5 Examination of Documents; Mistakes

By submitting a qualification package, an Offeror represents that it has examined this solicitation in its entirety, including all sections, exhibits, appendices, and addenda, and that it is familiar with the nature and extent of the work and the local conditions that may affect it. Failure to examine all pertinent documents does not entitle an Offeror to relief from any requirement and may result in rejection.

1.6 Required Forms and Uploads

The following fillable digital forms must be completed or acknowledged within the e-procurement system:

- Certification
- Vendor Drug-Free Workplace
- Qualification Statement
- References
- Scrutinized Companies List
- E-Verify Compliance
- Schedule of Subcontractors
- Firm's Primary Ownership

The following documents must be uploaded to the Document Upload section:

UPLOAD	DOCUMENT
1	Complete Qualification Package as described in Section III
2	Completed Contractor Application (Exhibit D), including all attachments
3	Non-Collusive Affidavit and Acknowledgement
4	Scrutinized Companies Affidavit
5	Foreign Entity Ownership Affidavit
6	Anti-Human Trafficking Affidavit
7	Anti-Kickback Affidavit
8	E-Verify Affidavit
9	Proof of State-certified or County competency license(s) for each trade discipline applied for
10	Certificate of Insurance evidencing the coverages required by Section 6.6
11	Financial capacity documentation per Section 3.3(b), at the tier applicable to the trade discipline(s) applied for
12	Internal Revenue Service Form W-9
13	Signed Acknowledgement of Pool Terms and Grant Compliance Agreement (Exhibit B, Part 2)

Each affidavit and form must bear the signature of a representative authorized to bind the Offeror.

Where to find the affidavits, and what not to complete twice.

The affidavits required by uploads 3 through 8 are provided at Exhibit F to this RFQ and are also available as fillable forms in the Document Upload section of bids&tenders. Either version is acceptable.

Two subjects appear on both lists above. Completing the Scrutinized Companies Affidavit satisfies the online "Scrutinized Companies List" form, and completing the E-Verify Affidavit satisfies the online "E-Verify Compliance" form. Neither needs to be completed twice.

1.7 Causes for Rejection; Withdrawal

A qualification package may be rejected if, in the judgment of the Agencies, it is incomplete, contains inadequate documentation, or contains any alteration, erasure, or interlineation that renders it unreliable. A package may also be rejected if the Offeror fails to respond to any item required by this RFQ.

Where the Agencies determine that collusion exists among Offerors, the packages of the Offerors involved will be rejected and the matter referred to the appropriate authorities. The Agencies may reject all packages where the integrity of the process cannot otherwise be preserved.

The Agencies may waive a minor irregularity, technical error, or informality in any package received, and may not waive a major irregularity. Both terms are defined in Section 1.1. The Agencies further reserve the right to reject any or all packages, to re-advertise, or to take any other action deemed to be in the best interest of the Agencies.

An Offeror may withdraw its package at any time before the submission deadline. The withdrawal request must be made through bids&tenders by the same person who signed the submission. After the deadline, no package may be withdrawn. Because this solicitation contains no pricing, no period of irrevocability applies.

A "No Submittal" response may be submitted through the e-procurement system.

1.8 Rights of the Agencies

The Agencies reserve the right to:

- Reject any or all qualification packages.
- Cancel or reissue this solicitation, in whole or in part, at any point in the procurement process.
- Extend the submission deadline by addendum.
- Waive any defect, irregularity, or informality in the procurement process.
- Request additional information or clarification from any Offeror, on terms accorded fairly and equally to all Offerors.
- Procure any of the services described herein by other lawful means, including a State of Florida contract under Section 287.042, Florida Statutes, or a cooperative purchasing agreement.
- Award other contracts for services within the scope of this solicitation where the specifications or scope differ substantially from this solicitation.
- Add or remove trade disciplines, and add funding sources and programs, in accordance with Section 2.8.
- Include additional provisions in any resulting instrument where the Agencies determine inclusion to be in the public interest.

1.9 Protest Procedure

Protest procedures are set forth in Section XVI of the City of Boynton Beach Purchasing Policy Manual, which governs. This Section restates those procedures for the convenience of Offerors and does not modify them.

Any actual or prospective Offeror or contractor with a substantial interest who is aggrieved in connection with this solicitation or an award may protest in writing to the Finance Director or the Director of Procurement Services, or designee. A protest must identify this solicitation, must specifically describe the subject matter and the facts giving rise to the protest, and is effective on the date it is received by the Director of Procurement Services.

Delivery address: Director of Procurement Services, City of Boynton Beach, Procurement Services Division, 100 East Ocean Avenue, Boynton Beach, Florida 33435. Protests must be filed during normal business hours.

Protest bond. A protest must be filed together with a bid protest cash bond in an amount equal to five percent (5%) of the bid or five thousand dollars ($5,000.00), whichever is less. Because this solicitation requests no pricing, the bid amount cannot be determined, and the Purchasing Policy provides that in that circumstance the protest is filed with the Director of Procurement Services, who will establish the bond amount consistent with the Policy. An Offeror intending to protest should contact Procurement Services to confirm the bond amount and acceptable form of payment before filing. The bond will be refunded to the protester if the protest is upheld.

Upon receipt, the Director of Procurement Services will immediately deliver the protest to the City Attorney with a memorandum setting forth the facts and circumstances. If the protest is not resolved by mutual agreement, the City Attorney, in consultation with the Director of Procurement Services, will make a recommendation to the City Manager, who will issue a written decision to the protester, or who may request that the City Attorney render the written decision. The City Manager has authority to settle and resolve a protest.

- A protest relating to the terms, conditions, or specifications of this RFQ must be received before the qualification package submission deadline.
- A protest relating to any other matter, including a determination of qualification or non-qualification, must be received no later than three (3) regular business days after the date of notification of the determination by Procurement Services staff.

Applications submitted in an interim supplemental window. For an application submitted in an interim supplemental window opened under Section 4.11.1, a protest relating to the terms, conditions, or specifications of this RFQ must be received before that Offeror submits its application. A protest relating to the determination on that application must be received no later than three (3) business days after the date of the Notice of Determination.

Failure to file a timely protest constitutes a waiver of the right to protest and of any further administrative remedy.

1.10 Minimum Standards of Responsibility

In determining whether an Offeror has met the standard of responsibility, the Agencies will consider whether the Offeror has:

- The financial, material, equipment, facility, and personnel resources and expertise, or the demonstrated ability to obtain them, necessary to perform.
- A satisfactory record of performance.

- A satisfactory record of integrity.
- Legal qualification to contract in the State of Florida and to do business in the City of Boynton Beach.
- Supplied all information requested in connection with any inquiry concerning responsibility.

The Agencies will not accept a qualification package from, and will not admit to the pool, any firm that is in arrears to the City or the BBCRA on any debt or contract, that has defaulted as surety or otherwise on any obligation to either agency, or that either agency has determined to be irresponsible or unreliable.

1.11 Disqualification

More than one qualification package from the same individual, firm, partnership, corporation, or association, whether under the same or different names, will not be considered for the same trade discipline in the same evaluation cycle.

This paragraph does not bar an application submitted in a different interim supplemental window under Section 4.11.1, a request for a tier upgrade or an additional trade discipline under Section 4.11.3, or a submission in the reopened window under Section 2.5.1. A firm applying for several trade disciplines submits one package identifying each discipline, as provided in Section 3.1.

An Offeror shall be automatically disqualified if it is:

- Not licensed to perform the work of the trade discipline(s) applied for.
- Ineligible under Section 287.133, Florida Statutes (Public Entity Crimes).
- Listed on the convicted vendor list, the discriminatory vendor list, or the System for Award Management (SAM) government-wide exclusions list.

An Offeror may additionally be disqualified for:

- Poor performance, default, or previous removal from a City or BBCRA prequalification list.
- Poor performance or default on a contract with another public entity, where documented.
- Insufficient financial or organizational capacity to perform work in the trade discipline and value tier applied for.

SAM verification. PROCUREMENT SERVICES SHALL VERIFY EACH OFFEROR AGAINST THE SAM EXCLUSIONS LIST (I) BEFORE ADMISSION TO THE POOL AND (II) AGAIN BEFORE AWARD OF EACH INDIVIDUAL PROJECT. VERIFICATION RESULTS SHALL BE DOCUMENTED IN THE PROCUREMENT FILE.

1.12 Licenses, Certifications, and Permits

Each Offeror shall submit copies of all certificates of competency and licenses required for each trade discipline applied for, as specified in the Trade Discipline and Licensing Matrix at Section 2.4, issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the Offeror.

A Palm Beach County Local Business Tax Receipt is required unless specifically exempted by law. A City of Boynton Beach Business Tax Receipt is required before the Letter of Prequalification is issued, unless the Offeror is exempt under Section 205.065, Florida Statutes, which provides that a person regulated by the Department of Business and Professional Regulation who has paid the business tax where its permanent business location is maintained may not be required to pay a business tax to another municipality or county for work performed on a temporary or transitory basis. An Offeror claiming that exemption shall submit its home-jurisdiction receipt and a statement of the basis for the exemption.

A local business tax receipt will not be issued to a contractor who does not hold the state license or registration required for the work, as provided in Section 205.194, Florida Statutes. All licenses and receipts must be current and in effect.

It is the Contractor's responsibility to obtain and maintain all licenses, certifications, and permits required to perform the work, at no additional cost to the Agencies, and to keep them current throughout the term of the pool including any renewal. Licenses and permits shall be available for review by Procurement Services and City inspectors on request. Failure to maintain a required license or certification is grounds for suspension or removal from the pool under Section 2.13.

1.13 Subcontracting

An Offeror that intends to use subcontractors for any portion of the work shall identify each subcontractor, its address, and a contact person on the "Schedule of Subcontractors" form in the e-procurement system.

The Agencies reserve the right to reject any package that names a subcontractor which has previously failed to perform properly, failed to complete work of a similar nature on time, or is not licensed for the work proposed. The Agencies may inspect the facilities of any proposed subcontractor.

A subcontractor is equally subject to the licensing, insurance, and certification requirements of this RFQ. The Contractor remains fully responsible to the Agencies for the acts and omissions of its subcontractors.

Consistent with 2 C.F.R. § 200.321, Offerors are encouraged to consider small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms in subcontracting opportunities. Where subcontracts are to be let on a federally funded project, the prime contractor shall apply the consideration elements set out in Section 7.3 to its subcontracts.

1.14 Trade Secrets and Public Records

Any language in a qualification package purporting to require confidentiality of the package, except to the extent that specific information constitutes a trade secret under Florida law, is void. An Offeror asserting an exemption must clearly designate the specific material claimed to be exempt and must identify the statutory basis for the exemption. The Agencies will make an initial determination whether an asserted exemption applies, subject to judicial review.

The Offeror agrees to defend, indemnify, and hold harmless the Agencies and their officers, employees, volunteers, and agents against any loss or damage arising from the Offeror's failure to designate exempt material properly, or from the Offeror's assertion of an exemption that is later determined not to apply.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS UNDER FLORIDA LAW, DO NOT MARK YOUR QUALIFICATION PACKAGE, OR ANY PART OF IT, AS PROPRIETARY, CONFIDENTIAL, OR COPYRIGHTED. A PACKAGE PURPORTING TO BE SUBJECT TO COPYRIGHT PROTECTION, IN WHOLE OR IN PART, MAY BE REJECTED.

1.15 Conflict of Interest, Gifts, and Anti-Kickback

Each Offeror represents that it has no interest, and shall acquire no interest, direct or indirect, that would conflict with performance of the services contemplated by this RFQ, as provided in Chapter 112, Part III, Florida Statutes. Each Offeror shall disclose the name of any City or BBCRA employee, or relative of such an employee, who owns directly or indirectly an interest of ten percent (10%) or more in the Offeror or any of its branches.

No employee, officer, or agent of the City or the BBCRA may participate in the selection, award, or administration of a contract supported by a federal award if that person has a real or apparent conflict of interest, including where the person, a member of the person's immediate family, the person's partner, or an organization that employs or is about to employ any of them has a financial or other interest in, or

may receive a tangible personal benefit from, a firm considered for admission to the pool or for a project award.

An Offeror shall not have activities or relationships that (a) render it unable or potentially unable to render impartial assistance or advice to the Agencies, (b) impair its objectivity in performing the work, or (c) result in an unfair competitive advantage.

No Offeror shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of either agency. No officer, employee, or agent of either agency shall solicit or accept any such thing from an Offeror.

Each Offeror shall complete and submit the Anti-Kickback Affidavit at Exhibit F. Failure to submit this affidavit is a major irregularity as defined in Section 1.1, may not be waived, and is cause for rejection.

An Offeror shall disclose to the Agencies in writing all violations of federal criminal law involving fraud, bribery, or gratuity that potentially affect this solicitation. Failure to make required disclosures may result in withheld payments, termination, suspension, or debarment.

1.16 Effect of Prequalification — No Contract, No Guarantee of Work

This provision governs over any inconsistent statement elsewhere in this solicitation.

(a) Admission to the pool does not create a contract between a firm and the City or the BBCRA. Submission of a qualification package, and acceptance of that package by the Agencies, does not form a binding agreement.

(b) A Letter of Prequalification (Exhibit B) confirms only that a firm has satisfied the prequalification criteria for the trade discipline(s) stated in the letter. It conveys no scope of work, no price, no term of performance, and no exclusivity.

(c) The Agencies make no representation or warranty as to the number, size, value, or existence of any project that may be offered to the pool. No Pool Member is entitled to any project, to any minimum volume of work, or to any payment by reason of its admission to the pool.

(d) A binding obligation arises only upon (i) issuance of a fully executed Work Order, Purchase Order, and Notice to Proceed for Track A work, or (ii) a fully executed Direct-Payment Order (Exhibit C) for Track B work — and then only to the extent stated in that instrument.

(e) Removal, suspension, or placement on inactive status under Section 2.13 is an administrative determination of continued eligibility. It is not a termination of a contract and does not give rise to the notice, cure, or settlement rights that would attach to termination of an executed agreement.

(f) The Agencies may suspend, discontinue, or modify any program described in Section II, or decline to fund any project, at any time and for any reason, without liability to any Pool Member.

By signing the Acknowledgement of Pool Terms (Exhibit B, Part 2), a firm accepts this provision and agrees that its sole remedies with respect to the pool are as stated in this Section 1.16.

1.18 Acknowledgement of the City's Right to Terminate for Convenience

This acknowledgement is required by the Purchasing Policy. Failure to provide it will result in a non-award.

The City of Boynton Beach Purchasing Policy Manual requires that contractors, and the subcontractors working for them, acknowledge within the solicitation package that the City has the right to terminate for convenience without litigation being pursued against the City.

By submitting a qualification package, and by executing the Acknowledgement of Pool Terms and Grant Compliance Agreement at Exhibit B, Part 2, each Offeror acknowledges and agrees that the City and the BBCRA each have the right to terminate any Work Order, Purchase Order, or Direct-Payment Order for convenience in accordance with Section 6.8, and that the Offeror will not pursue litigation against the City or the BBCRA by reason of a termination for convenience. The Offeror's remedy on a termination for convenience is payment for services properly rendered before the effective date of termination, as provided in Section 6.8.1.

The Offeror shall obtain the same acknowledgement from each subcontractor it engages on work under this pool, and shall furnish copies to Procurement Services on request.

1.17 Lobbying and Cone of Silence

Consistent with Chapter 2, Article VIII (Lobbyist Registration) of the Palm Beach County Code of Ordinances, the City imposes a Cone of Silence. A Cone of Silence is imposed on each competitive solicitation as of the deadline to submit a response and remains in effect until the City Commission and the BBCRA Board award or approve the pool, reject all responses, or otherwise take action ending the solicitation process.

While the Cone of Silence is in effect, no Offeror or agent of an Offeror shall communicate, directly or indirectly, with any member of the City Commission, the BBCRA Board, or their staff, the City Manager, the BBCRA Executive Director, any employee authorized to act on behalf of either agency in relation to this solicitation, or any member of the Evaluation Committee, with the exception of the Director of Procurement Services or designee. Failure to abide by this provision may serve as grounds for disqualification, and any contract that violates the Cone of Silence is voidable. See Section 2-355, Palm Beach County Code of Ordinances.

The Cone of Silence does not apply to oral communications at any public proceeding, including the pre-qualification conference, oral presentations before the Evaluation Committee, negotiations conducted during a public meeting, presentations to the City Commission or the BBCRA Board, and protest hearings. It does not apply to any dispute resolution process following the filing of a protest, or to written correspondence permitted by this solicitation.

CONTACT WITH ANY PERSONNEL OF THE CITY OR THE BBCRA OTHER THAN THE DESIGNATED PROCUREMENT REPRESENTATIVE, DURING THE SOLICITATION, EVALUATION, AND APPROVAL PROCESS, MAY BE GROUNDS FOR ELIMINATION FROM CONSIDERATION.

SECTION II — SCOPE OF WORK (SERVICES)

2.1 Introduction and Purpose

The City of Boynton Beach and the Boynton Beach Community Redevelopment Agency, acting jointly pursuant to Section 163.01, Florida Statutes, seek qualification packages from qualified firms to perform repairs and improvements to owner-occupied residential property, including roofing, windows and exterior doors, garage doors, driveways, fencing, fence staining, landscaping and tree trimming, site-triangle clearing, pressure cleaning, painting, plant and nursery supply, electrical, plumbing, mechanical and HVAC repairs, and general residential rehabilitation.

Work will be performed under the programs identified in Section 2.8, including the City's Residential Home Repair Program (CDBG and SHIP funded) administered by the Community Development Department, and the BBCRA Residential Improvement Grant Program administered by the BBCRA.

The purpose of this RFQ is to establish a single, program-agnostic pool of prequalified contractors, organized by trade discipline, that both agencies may draw upon for current and future residential improvement programs without reissuing this solicitation. See Section 2.8.

2.2 Background

Boynton Beach is the third largest municipality in Palm Beach County by population, with approximately 83,000 residents, and is a full-service municipality. The BBCRA is a separate legal entity created under Part III, Chapter 163, Florida Statutes, and operates independently of the City.

The City administers residential rehabilitation and storm-hardening assistance through its Community Development Department. The BBCRA administers exterior improvement and beautification assistance within the BBCRA redevelopment area. Together these programs assist owner-occupied households with critical repairs, storm-hardening, and exterior improvements, in order to maintain safe, decent, and sanitary housing and to strengthen neighborhood vitality.

Project sites will be located at residential properties throughout the City of Boynton Beach, Palm Beach County, Florida. BBCRA-funded projects are limited to properties within the BBCRA redevelopment area.

2.3 Two Delivery Tracks

Work under this pool is delivered under one of two distinct models. The two tracks differ fundamentally in who contracts with the Contractor, who accepts the work, and who bears risk. Offerors must understand which track applies to a given project, because the governing documents differ.

The applicable track will be identified on the face of every Project Quote Request. Where a provision of this RFQ conflicts with the track-specific documents, the track-specific documents govern for that project.

	TRACK A — CITY-CONTRACTED WORK	TRACK B — GRANT DIRECT-PAYMENT WORK
Typical funding	CDBG (federal), SHIP (state)	BBCRA tax increment; other grant sources
Typical programs	Residential Home Repair Program; Housing Rehabilitation Program; Storm Protection / Hardening Program	BBCRA Residential Improvement Grant Program
Who contracts with the Contractor	The City. The City is the contracting party and the owner of the construction contract.	The property owner. The owner and the Contractor enter into their own improvement contract.

	TRACK A — CITY-CONTRACTED WORK	TRACK B — GRANT DIRECT-PAYMENT WORK
Role of the Agencies	The City procures, administers, inspects, accepts the Work, and pays the Contractor.	The agency approves eligibility and disburses grant proceeds. It does not supervise, direct, control, inspect for quality, or accept the Work.
Governing instrument	Work Order + Purchase Order + Notice to Proceed, plus Exhibit A (General Conditions).	Direct-Payment Order (Exhibit C), executed by owner, Contractor, and agency.
Does Exhibit A apply?	**Yes. Exhibit A applies only to Track A.**	**No. Exhibit A does not apply to Track B.**
Retainage	Five percent (5%), withheld and released under Sections 255.077 and 255.078, Florida Statutes.	Not applicable. Payment is made against the conditions in the Direct-Payment Order.
Change orders	Written Change Order signed by the City required before any additional work.	Any change to the owner-Contractor contract is between those parties. The approved grant amount is a firm maximum and will not increase.
Who accepts the work	The Contract Administrator, following inspection.	The property owner. The agency verifies only documentation sufficient for grant disbursement.
Federal flow-downs	Apply where the project is federally funded, at the thresholds stated in Section 7.3.	Generally do not apply to BBCRA increment. Applicability is stated on each Project Quote Request.
Payment risk	The City pays the Contractor directly under the Local Government Prompt Payment Act.	The agency's sole obligation is to disburse the approved grant amount. Any cost above that amount is the owner's responsibility, and the Contractor looks solely to the owner for it.

Why this matters to an Offeror on Track B

On Track B, the City or BBCRA is not your customer for purposes of the construction contract. Your contract is with the homeowner. The agency's only undertaking is to pay the approved grant amount, on the conditions stated in the Direct-Payment Order, to the extent funds have been appropriated. The agency does not warrant the homeowner's ability to pay any balance, does not accept the work, and assumes no liability for the sufficiency of the owner-Contractor contract. A Contractor that performs work exceeding the approved grant amount without a written amendment does so at its own risk.

2.4 Trade Disciplines and Licensing Matrix

The Agencies intend to prequalify firms in the trade disciplines set out below. An Offeror may apply for one discipline or for several, and must submit the licensing and certification documentation required for each discipline it applies for.

The "Value Tier" column states the **highest** tier available in that discipline — that is, the ceiling. An Offeror may request any tier up to that ceiling, and is admitted at the tier for which it qualifies. The tier at which a firm is admitted determines the maximum single-project value for which it may be invited to quote, the financial documentation required under Section 3.3(b), and the insurance limits required under Section 6.6. Value tiers are defined at Section 2.4.1.

> **You do not have to qualify at the ceiling tier to be admitted.**
>
> Some disciplines — General Contracting and Roofing — carry a Tier 3 ceiling because a project in that discipline can reach or exceed the Mandatory Bid Amount for construction under the City's Purchasing Policy Manual. That does not mean every applicant in the discipline must qualify at Tier 3.
>
> A roofing firm that wants only smaller repair work may request Tier 1 or Tier 2 and submit only that tier's financial documentation under Section 3.3(b). It will be admitted at the requested tier and invited to quote on projects up to that tier's ceiling. It may request an upgrade at any time during the term under Section 4.11.3, which is an administrative review of financial documentation and insurance rather than a re-evaluation.

TRADE DISCIPLINE	REQUIRED LICENSE (one of)	REQUIRED CERTIFICATION	VALUE TIER	ELIGIBLE TRACK
General Contracting — Residential Rehabilitation	State Certified General, Building (residential to 3 stories), or Residential Contractor (Ch. 489 Pt. I, F.S.); or Palm Beach County registered equivalent	EPA Lead-Safe Certified Firm AND at least one EPA Certified Renovator assigned on site, for any pre-1978 structure (40 C.F.R. Pt. 745 Subpt. E)	Tier 3	A (primary); B
Roofing	State Certified Roofing Contractor; or Palm Beach County Roofing Contractor registered with the State	EPA Lead-Safe Certified Firm for pre-1978 exterior work; manufacturer certification where required for warranty	Tier 3	A; B
Electrical	State Certified Electrical Contractor (Ch. 489, Pt. II, F.S.); or County registered electrical contractor	—	Tier 2	A
Plumbing	State Certified Plumbing Contractor (Ch. 489, Pt. I, F.S.); or County registered plumbing contractor	—	Tier 2	A
HVAC / Mechanical	State Certified Class A or Class B Air-Conditioning or Mechanical	EPA Section 608 technician certification for refrigerant handling	Tier 2	A

TRADE DISCIPLINE	REQUIRED LICENSE (one of)	REQUIRED CERTIFICATION	VALUE TIER	ELIGIBLE TRACK
	Contractor (Ch. 489, Pt. I, F.S.); or County registered equivalent			
Windows and Exterior Doors	State or County General, Building, or Residential Contractor; or applicable specialty license limited to installation	Florida Product Approval or Miami-Dade County NOA for each impact-rated assembly installed; EPA Lead-Safe Certified Firm for pre-1978 structures	Tier 2	A
Garage Doors	State or County General, Building, or Residential Contractor; or County garage door specialty license	Florida Product Approval or Miami-Dade County NOA for each wind-rated door and opening	Tier 2	A
Concrete, Asphalt, and Pavers (driveway repair, replacement, and expansion)	County paving, concrete, or driveway specialty license; or State/County General or Building Contractor	—	Tier 2	A; B
Fencing (repair and installation)	County fence erection specialty license; or State/County General, Building, or Residential Contractor	—	Tier 1	A; B
Fence Staining	Local Business Tax Receipt; no State construction license required	—	Tier 1	B (primary); A
Painting — Exterior	County painting specialty license; or Local Business Tax Receipt where no license is required for the scope	EPA Lead-Safe Certified Firm for pre-1978 structures	Tier 1	A; B
Pressure Cleaning / Power Washing	Local Business Tax Receipt	A written wash-water containment and disposal practice, not exceeding two (2) pages, consistent with the City's stormwater best management practices under its NPDES MS4 permit. The applicable BMP requirements will be furnished by Procurement Services on request.	Tier 1	B (primary); A
Landscaping and Tree Trimming	Local Business Tax Receipt	ISA Certified Arborist on staff or under subcontract for any work on a tree with a diameter at breast height of six (6) inches or greater	Tier 1	B (primary); A

TRADE DISCIPLINE	REQUIRED LICENSE (one of)	REQUIRED CERTIFICATION	VALUE TIER	ELIGIBLE TRACK
Plant and Nursery Supply (plants only; sod excluded)	FDACS Nursery Registration / Certificate of Registration under Ch. 581, F.S.	—	Tier 1	B
Site Triangle and Sight Line Clearing	Local Business Tax Receipt	FDOT-approved Maintenance of Traffic (MOT) certification for any work within or adjacent to a public right-of-way	Tier 1	A; B

In addition to the discipline-specific licenses above, every Offeror that performs work through a qualifying agent shall hold a certificate of authority as a qualified business organization issued under Section 489.119, Florida Statutes, in its own name. Every Offeror shall hold a Palm Beach County Local Business Tax Receipt (unless exempt by law) and, before a Letter of Prequalification is issued, a City of Boynton Beach Business Tax Receipt, subject to the exemption described in Section 1.12.

An Offeror holding a license or certification not listed above may submit it for consideration; the Evaluation Committee will determine whether it qualifies the firm for a listed discipline.

2.4.1 Value Tiers

Tiers are defined by reference to the Purchasing Policy. No dollar amounts are stated in this solicitation.

All work under this pool is construction. The requisition process, the approval level, and the Mandatory Bid Amount that apply to a given project are those established for construction by the City of Boynton Beach Purchasing Policy Manual, as amended from time to time.

This solicitation deliberately does not restate those dollar amounts. Stating them would require an addendum, or a reissued solicitation, every time the Policy is amended — and would risk the RFQ conflicting with the Policy in the interim. The Policy governs.

Procurement Services will state the applicable tier, the governing threshold, and the required approval level on the face of every Project Quote Request, using the amounts in effect on the date the request is issued.

TIER	PROJECT VALUE RELATIVE TO THE POLICY THRESHOLDS	REQUISITION PROCESS AND APPROVAL LEVEL	FINANCIAL DOCUMENTATION (Section 3.3(b))
Tier 1	At or below the single-quotation threshold for construction	One quotation, at the approval level the Policy assigns to that band. The Agencies will nonetheless post a Project Quote Request to all active Pool Members in the discipline, and will seek three quotes where practicable, in order to assure competitive	Tier 1 documentation

TIER	PROJECT VALUE RELATIVE TO THE POLICY THRESHOLDS	REQUISITION PROCESS AND APPROVAL LEVEL	FINANCIAL DOCUMENTATION (Section 3.3(b))
		pricing for the property owner and to satisfy grant competition requirements.	
Tier 2	Above the single-quotation threshold and below the Mandatory Bid Amount for construction	Three written quotes, at the approval level the Policy assigns to that band. Obtained through a Project Quote Request to all active Pool Members in the discipline. This is the expected process for the great majority of projects under this pool.	Tier 2 documentation
Tier 3	At or above the Mandatory Bid Amount for construction	Formal Bid Process, at the approval level the Policy assigns to that band. Competed among Pool Members in the discipline through a project-specific formal Invitation to Bid issued by Procurement Services, in accordance with the Policy and, where federally funded, 2 C.F.R. § 200.320(b).	Tier 3 documentation

A firm prequalified at a higher tier may quote at any lower tier. Tier assignment is made per discipline and is stated in the firm's Letter of Prequalification. A firm may request a tier upgrade at any time during the term under Section 4.11.3 by submitting the financial documentation for the higher tier and evidence of insurance at the limits for that tier, up to the ceiling stated for that discipline in the matrix at Section 2.4.

This RFQ is the solicitation. It is issued once.

This RFQ is publicly advertised and competitively evaluated, and the resulting pool is approved by both governing bodies. Individual projects drawn from the pool are not new solicitations; they are the three-written-quote process the Purchasing Policy requires for construction between the single-quotation threshold and the Mandatory Bid Amount, obtained from firms whose qualifications have already been examined.

A project-specific formal Invitation to Bid is required only where a single project reaches or exceeds the Mandatory Bid Amount for construction. Below that threshold no further solicitation is required, and the Project Quote Request process in Section 2.7 governs.

Nothing in this RFQ waives any requirement of the City's Purchasing Policy, the City Code, or applicable grant rules. Purchasing requirements shall not be artificially divided to circumvent an approval level or the Mandatory Bid Amount.

Approval levels apply to every project. Every project award is subject to the approval level the Purchasing Policy assigns to its value band, whether that is a Department Director, the City Manager, or the City Commission. Approval of the pool by the City Commission and the BBCRA Board does not substitute for the project-level approval the Policy requires.

Track B projects. A Track B project is procured under the Track B process in Section 2.7 regardless of value, because the property owner is the contracting party and the agency's undertaking is limited to disbursing the approved grant amount. For Track B, the applicable value tier is determined by the **total Improvement Contract amount** recorded in the Direct-Payment Order, not by the approved grant amount, measured

against the Policy thresholds then in effect. Where a Funding Source Rider imposes a different procurement method for a Track B project, the Rider governs.

2.5 Term of the Pool; Single Submission Window; Reopening at Renewal

This solicitation is the one window to submit a qualification package for the initial term.

Applications are accepted only during the submission period stated on the cover page. The pool does not remain open for applications during the term. A firm that does not submit by the deadline is not eligible for admission during the initial term, except through an interim supplemental window opened at the Agencies' option under Section 4.11.

This is a deliberate design choice. A pool spanning fifteen trade disciplines cannot be re-evaluated on a rolling basis without imposing administrative cost disproportionate to a program in which most projects are small. Concentrating evaluation in one window lets Procurement Services and the Evaluation Committee do the work once and do it well.

The pool shall be effective for an initial term of three (3) years from the date of approval by both the City Commission and the BBCRA Board, with up to one (1) two-year renewal option, for a maximum of five (5) years, plus any holdover extension granted under Section 6.15, subject to satisfactory performance and the availability of appropriated funding.

An individual firm's prequalification runs from the date of its Letter of Prequalification through the end of the then-current pool term, subject to continued satisfaction of the eligibility conditions in Section 2.13.

2.5.1 Reopening at the End of the Initial Term

At or before the end of the initial three-year term, the Agencies will reissue this solicitation, or issue a successor solicitation, and will reopen the submission window. All firms wishing to participate in the renewal term must submit a new qualification package at that time, including firms then in the pool. Prior membership in the pool does not carry over, is not renewed automatically, and confers no preference or advantage in the renewal evaluation.

Procurement Services will notify every firm then in the pool, in writing and at the email address on file, not less than sixty (60) calendar days before the reopened submission deadline, and will publicly advertise the reopening in the same manner as this solicitation.

Where the Agencies exercise the two-year renewal option rather than reissuing, the reopening described in this Section occurs at the end of the renewal term.

2.5.2 Roster

The Agencies will publish the current pool roster, by trade discipline and value tier, on the City's website, and will update it as firms are removed, suspended, or restored under Section 2.13.

2.5.3 Transition; Effect on Any Prior List

All firms must apply under this RFQ in order to be admitted to the pool, including any firm presently prequalified, listed, or under a continuing agreement with the City or the BBCRA for residential repair work. Prior prequalification does not carry over.

Any predecessor prequalification list for residential repair work maintained by either agency terminates on the date both the City Commission and the BBCRA Board approve the pool established under this RFQ. Work already authorized under a purchase order, work order, or grant agreement issued before that date continues to completion under the instrument that authorized it, on its existing terms.

2.6 Pool Size; No Maximum Number of Firms

The Agencies will seek to maintain not fewer than three (3) active prequalified firms in each trade discipline, where at least three qualified firms apply for that discipline. Where fewer than three qualified firms apply, or where the number of active firms in a discipline later falls below three, the Agencies may open an interim supplemental window limited to that discipline under Section 4.11.1, and will in any event target that discipline in the reopened solicitation under Section 2.5.1.

There is no maximum number of firms per discipline. Every Offeror meeting the qualifying threshold in Section 4.4 for a discipline shall be admitted for that discipline. Admission is not competitive among Offerors, and the Agencies do not rank Pool Members. Every active Pool Member in a discipline is invited to quote on every project posted to that discipline, as provided in Section 2.7.

If fewer than three (3) firms are prequalified and active in a discipline at the time a project arises, the Agencies may (i) solicit quotes from the active Pool Members and from any qualified firm outside the pool, subject to that firm meeting the licensing and insurance requirements of this RFQ, or (ii) procure the work by any other method permitted by the Purchasing Policy and applicable grant rules. Documentation of the reason for fewer than three quotes shall be placed in the project file.

2.7 Project Quote Request Process

When a project is identified and approved for funding, the following process applies. All project-level solicitations under this RFQ are called Project Quote Requests, regardless of track.

STEP	TRACK A — CITY-CONTRACTED	TRACK B — GRANT DIRECT-PAYMENT
1	The City posts the Project Quote Request to the applicable trade-discipline pool, stating the property address, discipline required, scope of work, funding source, applicable Funding Source Rider (if any), value tier, and the quote deadline.	The agency posts the Project Quote Request, or provides the approved scope to the property owner for solicitation, stating the same information.
2	All active Pool Members in the discipline are notified and invited to quote. Notice is given not less than seven (7) calendar days before the quote deadline.	The property owner, or the agency on the owner's behalf, solicits quotes from active Pool Members in the discipline. Where the agency posts the request, notice is given not less than seven (7) calendar days before the quote deadline.
3	**A minimum of three (3) quotes shall be solicited. Where fewer than three responsive quotes are received, Section 2.6 applies and the reason shall be documented in the project file.**	**The property owner shall obtain a minimum of three (3) quotes from Pool Members in the applicable discipline. Where fewer than three are obtainable, the agency may accept fewer upon written documentation of the effort made.**
4	Quotes are submitted through the City's designated portal by the stated deadline. Late quotes will not be considered.	Quotes are submitted to the property owner and provided to the agency with the grant application. Late quotes will not be considered.
5	The City reviews all timely, responsive quotes and awards to the lowest responsive, responsible Pool Member. The City reserves the right to reject any or all quotes.	The property owner selects a Contractor from among the responsive quotes. The agency confirms the selected Contractor is an active Pool Member in the discipline, confirms SAM eligibility, and approves the grant amount.
6	The City issues a Work Order, Purchase Order, and written Notice to Proceed. No work shall begin before the Notice to Proceed is issued.	The owner, Contractor, and agency execute the Direct-Payment Order (Exhibit C). No grant-eligible

STEP	TRACK A — CITY-CONTRACTED	TRACK B — GRANT DIRECT-PAYMENT
		work shall begin before the Direct-Payment Order is fully executed.
7	The Contract Administrator inspects and accepts the Work. Payment is made under Article 5 of Exhibit A and the Local Government Prompt Payment Act.	Upon satisfaction of the conditions in the Direct-Payment Order, the agency disburses the approved grant amount directly to the Contractor.

Failure to respond. A Pool Member that does not submit a quote, or a written declination, in response to a Project Quote Request is subject to Section 2.13(a). Submitting a timely written declination stating that the firm lacks capacity for the project is not a failure to participate.

No pricing commitment from this RFQ. Because this RFQ contains no pricing, a Pool Member is free to decline any project and to price each project independently. Nothing in this RFQ obligates a Pool Member to hold any price or to accept any project.

2.8 Program Areas; Addition of Programs and Funding Sources

This Section establishes the mechanism by which the pool may be applied to programs and funding sources beyond those existing on the date of this solicitation. It is intended to allow the Agencies to grow the residential improvement effort without reissuing this RFQ.

2.8.1 Current Programs

PROGRAM	ADMINISTERED BY	TRACK	DESCRIPTION
Residential Home Repair Program	City — Community Development	A	General rehabilitation, health and safety improvements, and code compliance repairs to owner-occupied housing.
Housing Rehabilitation Program	City — Community Development	A	Comprehensive residential rehabilitation to eliminate health, safety, and building code violations. See Section 2.9.
Storm Protection / Hardening Program	City — Community Development	A	Impact-resistant windows, exterior doors, garage doors, and roof improvements.
BBCRA Residential Improvement Grant Program	BBCRA	B	Exterior improvement and beautification of owner-occupied property within the BBCRA redevelopment area. See Section 2.10.

2.8.2 The Pool Is Program-Agnostic

Prequalification is by trade discipline, not by program.

Any residential improvement program hereafter adopted, funded, or modified by the City Commission or by the BBCRA Board may draw upon this pool without reissuance of this RFQ, provided that:

(a) the work falls within a trade discipline for which the firm holds a current Letter of Prequalification, and within the firm's approved value tier;

(b) the firm satisfies any funding-source-specific requirements applicable to the project, which shall be disclosed in the Project Quote Request and in any applicable Funding Source Rider; and

(c) the firm's licenses, certifications, and insurance remain current, and the firm remains in active status under Section 2.13.

A new program may be delivered under Track A or Track B, as the funding source and program design require. The Project Quote Request shall state which track governs.

2.8.3 Funding Source Riders

When the Agencies obtain a funding source not addressed in Section VII of this RFQ, the Agencies shall not be required to reissue this solicitation or to re-execute any instrument with Pool Members. Instead, Procurement Services shall issue a numbered Funding Source Rider that states, for that source:

- the awarding agency, program name, and award or contract number;
- the compliance obligations that flow down to contractors, and the dollar or project-size threshold at which each obligation attaches;
- any wage determination, certified payroll, reporting, or recordkeeping obligation;

- any procurement method the source requires that differs from Section 2.7;
- any additional certification, affidavit, or registration the contractor must provide; and
- the period during which the Rider applies.

The applicable Funding Source Rider will be identified on the face of each Project Quote Request and attached to it. By executing the Acknowledgement of Pool Terms and Grant Compliance Agreement (Exhibit B, Part 2), each Pool Member agrees in advance to comply with the requirements of any Funding Source Rider identified in a Project Quote Request on which it elects to quote.

A Pool Member is never obligated to quote on a project governed by a Rider it does not wish to accept. Declining to quote on a Rider-governed project, with written notice, does not constitute a failure to participate under Section 2.13(a).

Examples of funding sources that may be added by Rider include, without limitation: HUD CDBG-Disaster Recovery; FEMA Hazard Mitigation Grant Program; Florida Department of Commerce or Rebuild Florida programs; Florida Department of Environmental Protection resilience grants; Florida Housing Finance Corporation programs; the Weatherization Assistance Program; Palm Beach County housing or infrastructure funds; and private or philanthropic grant funds. A Rider template is provided at Exhibit B, Part 3.

2.8.4 Addition and Removal of Trade Disciplines

The City Commission or the BBCRA Board may direct the addition of a trade discipline at any time during the term of the pool. Because the addition of a discipline creates a new opportunity, it shall be effected by procedure and not by administrative designation alone:

- Procurement Services shall open an interim supplemental application window limited to the new discipline, in accordance with Section 4.11.1, publicly advertised for not less than fourteen (14) calendar days.
- Applications shall be evaluated against the same criteria, weighting, and qualifying threshold set forth in Section IV, and shall establish the required license, certification, value tier, and eligible track for the new discipline by addendum to the matrix at Section 2.4.
- Results shall be reported to the City Commission and the BBCRA Board.

A discipline may be removed from the pool prospectively where the Agencies determine there is no continuing program need. Removal of a discipline does not affect any Work Order or Direct-Payment Order already issued.

2.8.5 Participation by Other Public Agencies

Additional public agencies may be added as participating agencies to this pool by amendment to the Interlocal Agreement referenced in the Notice to Offerors, executed in accordance with Section 163.01, Florida Statutes. A participating agency added by interlocal amendment may solicit quotes from the pool under its own procurement authority, subject to the requirements of this RFQ and to any funding-source requirements applicable to that agency.

No agency is obligated to solicit any project for any other agency, and no agency is responsible for any obligation incurred by another. Each participating agency issues its own Purchase Order, Work Order, or Direct-Payment Order and is solely responsible for payment of the instruments it issues.

Because this RFQ establishes no prices, no agency may "piggyback" pricing from this solicitation. A participating agency obtains pricing only through its own Project Quote Request to the pool. They may, however, piggyback the process of the RFQ and the award letters to the disciplines that result from the solicitation.

2.9 Housing Rehabilitation Program Requirements (Track A)

This Section applies to comprehensive rehabilitation projects administered by the City's Community Development Department under Track A.

Objective. Complete residential rehabilitation that remedies health and safety defects and building code violations, and that results in housing which is safe, healthy, durable, energy efficient, and habitable.

Property type. Single-family or multi-family residential structures requiring structural, mechanical, electrical, plumbing, or finish upgrades.

Standard of work. All work, finishes, and installations shall comply with the Florida Building Code, all applicable local codes, and applicable state and federal program guidelines.

2.9.1 Core Responsibilities

- **Permitting and approvals.** Identify, apply for, secure, and pay for all required building, electrical, plumbing, and mechanical permits.
- **Site supervision.** Provide a competent on-site superintendent to oversee daily operations and manage safety.
- **Trade coordination.** Retain, manage, and schedule properly licensed subcontractors for specialty trades.
- **Material procurement.** Supply all labor, tools, equipment, and materials required to execute the approved work write-up.
- **Debris and site management.** Maintain a clean site, provide on-site waste containment, and lawfully dispose of all construction debris.
- **Occupant protection.** Where the dwelling remains occupied during construction, maintain safe access, protect occupant property, and restore utilities daily to the extent practicable.

2.9.2 Technical Performance Standards

- **Lead and asbestos.** Execute containment, stabilization, and clearance testing protocols for lead-based paint and asbestos hazards when encountered, in accordance with 40 C.F.R. Part 745 and 24 C.F.R. Part 35 where applicable.
- **Energy efficiency.** Install ENERGY STAR-certified products for new windows, exterior doors, insulation, appliances, and lighting fixtures where such certified products are available for the specified application.
- **Mechanical systems.** Upgrade obsolete mechanical systems to high-efficiency standards, including balanced electrical panels and low-flow plumbing fixtures.
- **Accessibility.** Implement universal design or accessibility modifications, including ramps, grab bars, and widened doorways, as specified in the individual project scope.

2.9.3 Project Management and Delivery

- **Pre-construction.** Participate in mandatory walkthroughs, site inspections, and cost-estimate alignment meetings.
- **Progress inspections.** Facilitate scheduled milestone inspections with City Building Inspectors, Code Compliance officers, and Housing Rehabilitation program staff.
- **Change order control.** Perform no additional work without a written Change Order signed by the City and, where required by program rules, by the property owner.
- **Closeout.** Deliver the complete close-out package required by Section 2.15 before final payment.

2.10 BBCRA Residential Improvement Grant Program (Track B)

The following provisions apply to work performed under the BBCRA Residential Improvement Grant Program. This program operates on Track B: the property owner contracts with the Contractor, and the BBCRA disburses the approved grant amount under a Direct-Payment Order.

Eligible improvements under the program as presently constituted are:

ELIGIBLE IMPROVEMENT	ELIGIBLE IMPROVEMENT
Exterior painting	Fence repair
Paving and driveway repair or expansion	Fence staining
Power washing / pressure cleaning	Tree and landscape trimming
Plants (sod excluded)	Site triangle and sight line clearing
Additional improvements or trade disciplines as designated by the BBCRA Board, in accordance with Sections 2.8.2 and 2.8.4.	

Properties must be located within the BBCRA redevelopment area and must satisfy the eligibility criteria of the program as adopted by the BBCRA Board. Program eligibility criteria, grant maximums, and owner match requirements are established by the BBCRA Board and are not part of this RFQ; they will be stated in the applicable Project Quote Request and Direct-Payment Order.

For Track B work, the BBCRA is named as an additional insured, is an indemnified party, and retains all rights, privileges, defenses, and limitations of liability available to it under Section 768.28, Florida Statutes, to the same extent as the City. The Contractor's warranty obligations on Track B are those stated in Section 2.14, running to the property owner.

2.11 Minimum Requirements for Prequalification

To be considered for prequalification in a trade discipline, an Offeror must meet all of the following. Offerors should emphasize the experience and capability of the personnel who will actually perform the work and identify any subcontractors proposed to be used.

- Established and continuously operating business for at least one (1) year in the trade discipline applied for.
- Hold each license and certification required for the discipline under the matrix at Section 2.4, current and in good standing.
- Provide a minimum of three (3) references for comparable work, submitted on the reference block at Exhibit D, Part 8 and as further described in Section 3.3(d). Reference letters are not required and are not scored.
- Provide a current certificate of insurance evidencing the coverages and limits required by Section 6.6 for the applicable value tier, and proof of workers' compensation coverage or a valid State exemption.
- Provide the financial capacity documentation required by Section 3.3(b) for the applicable value tier.
- Demonstrate the ability to finance and perform a single project at the applicable value tier and to carry the cost of the work pending payment upon completion.
- Not be listed on the SAM government-wide exclusions list, the State of Florida convicted vendor list, or the discriminatory vendor list.
- **Maintain a satisfactory disciplinary and compliance record.** For this purpose, an Offeror must be free, during the twenty-four (24) months preceding its application, of (i) any final disciplinary action by the Florida Department of Business and Professional Regulation or the Palm Beach County Construction Industry Licensing Board, (ii) any unresolved City of Boynton Beach code compliance lien arising from the Offeror's work, and (iii) any final judgment for breach of a construction contract. A matter that is pending and not finally determined shall be disclosed but shall not by itself disqualify the Offeror.

Note on the disciplinary standard. This standard replaces the former reference to "substantiated complaints," which did not identify a determinable source. Only the three record sources named above will be used, and each is verifiable by the Offeror before it applies.

2.12 Additional Grounds for Disqualification

In addition to Section 1.11, an Offeror may be found not qualified for:

- Poor performance, default, or prior removal from a City or BBCRA prequalification list.
- Documented poor performance or default on a contract with another public entity.
- Insufficient financial or organizational capacity for the discipline and value tier applied for. Where an Offeror does not qualify at the tier requested, the Agencies may admit the Offeror at a lower tier rather than reject the application.
- Material misrepresentation or omission in the qualification package.

2.13 Special Provisions for the Contractor Pool

The following provisions govern continued eligibility for pool membership. As provided in Section 1.16(e), a determination under this Section is an administrative determination of eligibility and is not the termination of a contract.

PROVISION	EFFECT
(a) Lack of participation	A Contractor that neither quotes nor submits a written declination in response to any Project Quote Request in its discipline for twelve (12) consecutive months shall be placed on Inactive Status and will not receive further Project Quote Requests. A firm on Inactive Status may be restored to active status at any time by written request to Procurement Services confirming that its licenses, certifications, and insurance remain current, as provided in Section 4.11.2. Restoration is administrative and does not require a new application, a new evaluation, or a new solicitation.
(b) Insurance lapse	The Contractor shall maintain the coverages required by Section 6.6 without interruption, and shall notify the City in writing within three (3) business days of any change, cancellation, or non-renewal. A Contractor whose required coverage lapses shall be suspended immediately and shall receive no Project Quote Requests until coverage is restored and evidenced.
(c) License lapse or discipline	A Contractor whose required license is suspended, revoked, or rejected shall be removed from the pool. A Contractor whose license expires, or that fails to provide renewal documentation on request, shall be suspended until the license is restored and evidenced.
(d) Failure to honor warranty	A Contractor that fails to honor a warranty obligation under Section 2.14 shall be removed from the pool and shall reimburse the City or the BBCRA, as applicable, for the cost of corrective work performed by another contractor.
(e) Default	A Contractor that defaults on, abandons, or fails to complete an assigned project shall be removed from the pool.
(f) Willful misconduct	Willful misconduct by the Contractor or its employees or subcontractors while engaged on a project may result in immediate removal from the pool.
(g) Code and specification compliance	A Contractor that fails to comply with applicable building codes, industry standards, project specifications, or material requirements shall be subject to suspension or removal.
(h) Side agreements	No verbal or written agreement between the Contractor and a property owner outside the approved scope of work is permitted on a Track A project. On any project, the Contractor shall notify the administering agency if the Contractor is performing other, non-grant-funded work at the same property, and shall keep that work and its billing separate and clearly identified.
(i) Unsatisfactory performance	Any of the following within a six (6)-month period subjects the Contractor to suspension or removal: (i) two (2) project performance evaluations with an Average Rating Score below 3.0 under Appendix A; (ii) three (3) written complaints from property owners that Procurement Services determines, after giving the Contractor written notice and not less than ten (10) business days to respond, to be substantiated in whole or in part; or (iii) one performance evaluation below 3.0 together with two (2) such substantiated written complaints. A complaint is counted only if it is submitted in writing, relates to work performed under this pool, and is determined substantiated under the process in Section 2.13.1.
(j) Payment delinquency	Failure to pay subcontractors or material suppliers for work performed on a project under this pool shall result in removal from the pool.
(k) Kickbacks and price fixing	Any evidence of kickbacks, collusion, bid rigging, or price fixing shall result in immediate removal from the pool and referral to the appropriate authorities.
(l) Brokering	No Contractor shall broker a project, or the work of a project, to another contractor. A Contractor found to have brokered work shall be immediately removed from all City

PROVISION	EFFECT
	and BBCRA residential improvement programs. Lawful subcontracting disclosed in accordance with Section 1.13 is not brokering.
(m) Change in ownership or control	The Contractor shall notify Procurement Services in writing within ten (10) business days of any change in ownership, control, qualifying agent, or licensure status. The Agencies may require a new application where a change is material.

2.13.1 Process

Before removal or suspension under subsections (d) through (l), Procurement Services shall provide the Contractor written notice of the grounds and a period of not less than ten (10) business days in which to respond in writing. Suspension for insurance or license lapse under subsections (b) and (c) is immediate and does not require prior notice, because it is a condition of eligibility rather than a sanction.

A determination of removal or suspension shall be made in writing by the City Manager or designee, in consultation with the BBCRA Executive Director where the matter concerns BBCRA-funded work, and shall state the length of the suspension or removal period. The determination is effective on the date stated in the writing.

Removal from the pool does not, by itself, terminate a Work Order or Direct-Payment Order already issued; the disposition of work in progress shall be addressed in the written determination.

2.14 Warranty — All Tracks and All Programs

Single controlling warranty provision.

This Section is the single controlling warranty provision for all work under this pool, on both tracks and under every program. The Contractor shall provide a written warranty on all workmanship and materials, running from the date of Final Completion on Track A or from the date of the property owner's written acceptance on Track B, as follows:

(a) All work: one (1) year on workmanship and materials, or the longer of any manufacturer's warranty passed through to the property owner.

(b) Roof replacement: five (5) years on workmanship, plus assignment to the property owner of the full manufacturer's material warranty.

(c) Air-conditioning and heating equipment: two (2) years on labor, plus assignment to the property owner of the full manufacturer's parts and compressor warranty, which shall be not less than five (5) years where commercially available for the specified equipment.

On Track B, all warranties run to the property owner, and the Contractor shall deliver them to the owner with a copy to the administering agency. On Track A, the Contractor shall deliver them to the property owner and to the City. In both cases all registration shall be completed in the property owner's name.

This Section governs over any inconsistent warranty statement elsewhere in this solicitation or in any exhibit.

2.15 Close-Out Documentation — All Tracks

Before final payment on Track A, and as a condition of disbursement on Track B, the Contractor shall deliver all of the following. This is the single close-out list for work under this pool; Section 2.9.3, Section 7.7, and Exhibit A, Article 12.10 refer to this Section.

- All manufacturer warranties and product registrations, completed in the property owner's name.
- Operation and maintenance manuals for all equipment installed.
- Signed permit cards and all required inspection approvals.
- Building Department Certificate of Completion or Certificate of Occupancy, as applicable to the scope.
- Final release and waiver of lien from the Contractor, and releases from each subcontractor and supplier that furnished labor or materials.
- An affidavit that all subcontractors and suppliers have been paid in full.
- The Contractor's written warranty in the form required by Section 2.14.
- Before-and-after photographic documentation of each approved scope item.
- Any documentation required by the funding source identified in the Project Quote Request or by an applicable Funding Source Rider.

SECTION III — SUBMISSION OF QUALIFICATION PACKAGE

3.1 General Requirements

Procurement Services will first review each qualification package for responsiveness through the e-procurement system. A responsive package follows the requirements of this solicitation, includes all required documentation, is submitted in the required format, is timely, and bears the required signatures. Failure to comply may result in the package being determined non-responsive.

The Evaluation Committee will then evaluate all responsive packages as set forth in Section IV. Brevity and clarity are encouraged; volume is not a scoring factor.

An Offeror applying for more than one trade discipline submits a single qualification package, and identifies each discipline applied for on the Contractor Application (Exhibit D). Licensing, certification, insurance, and financial documentation must be sufficient for each discipline and value tier requested.

3.2 Required Submission Documents

In addition to the online forms and uploads listed in Section 1.6, each Offeror shall submit:

	DOCUMENT
A	Palm Beach County, or applicable municipal, Business Tax Receipt for the location where the business operates. (Submitted with the response.)
B	City of Boynton Beach Business Tax Receipt, unless exempt under Section 205.065, Florida Statutes. (Required before the Letter of Prequalification is issued; not required at submission.)
C	Copy of each State of Florida certification or Palm Beach County competency license applicable to every trade discipline applied for, per the matrix at Section 2.4. (Submitted with the response.)
D	Copy of each required certification per the matrix at Section 2.4, including EPA Lead-Safe Certified Firm certification and EPA Certified Renovator certification where applicable, ISA Certified Arborist credential where applicable, and MOT certification where applicable.
E	Completed Contractor Application (Exhibit D), including all attachments.
F	Signed Acknowledgement of Pool Terms and Grant Compliance Agreement (Exhibit B, Part 2). This instrument takes effect only if and when the Offeror is admitted to the pool — see Exhibit B, Part 2, Section 17.
G	The Detailed Qualification Package described in Section 3.3.

3.3 Detailed Qualification Package

Offerors shall provide all of the information described in this Section. A package that does not respond to a required element may be determined non-responsive.

3.3(a) Letter of Interest

A letter, signed by a person authorized to bind the Offeror, that summarizes the Offeror's primary qualifications, identifies every trade discipline and value tier for which the Offeror applies, and states the Offeror's commitment to provide the services described in Section II. The letter shall identify the person authorized to contractually bind the firm, with direct telephone number and email address.

3.3(b) Financial Capacity

The Offeror shall demonstrate financial capacity sufficient to perform work at the value tier it requests for each discipline, and shall disclose any bankruptcy proceeding, whether pending or concluded, within the preceding seven (7) years. An Offeror requests a tier on the Contractor Application (Exhibit D, Part 2) and need not request the ceiling tier for the discipline. See Section 2.4.

Financial documentation is scaled to the value tier requested.

The Agencies recognize that many qualified specialty trade firms are small businesses that do not obtain audited financial statements. Requiring audited statements of every applicant would unreasonably restrict competition and would be inconsistent with 2 C.F.R. § 200.319(c)(1), which identifies the placing of unreasonable requirements on firms in order for them to qualify to do business as a situation that may restrict competition, and with § 200.319(e).

Documentation is therefore scaled by tier, and the tiers are defined by reference to the Purchasing Policy thresholds rather than by dollar amounts stated in this solicitation. See Section 2.4.1. Submit only the documentation for the highest tier you are requesting. You are not required to request the ceiling tier for a discipline: a firm in a Tier 3 discipline that wants only smaller projects may request Tier 1 or Tier 2 and submit only that tier's documentation.

TIER	REQUIRED FINANCIAL DOCUMENTATION	REQUIRED EVIDENCE OF CAPACITY
Tier 1	Federal income tax returns for the two (2) most recent tax years; OR a balance sheet and income statement for the two most recent fiscal years, prepared internally and signed by an owner or officer certifying their accuracy. No audit, review, or compilation is required.	One (1) letter from a bank or from a material supplier confirming an account in good standing, or evidence of a line of credit or trade credit sufficient to carry a single Tier 1 project to completion pending payment.
Tier 2	Federal income tax returns for the two (2) most recent tax years; AND a balance sheet and income statement for the two most recent fiscal years, signed by an owner or officer certifying their accuracy.	A letter from a bank, surety, or material supplier evidencing available credit or capacity sufficient to carry a single Tier 2 project to completion pending payment.
Tier 3	Financial statements for the two (2) most recent fiscal years prepared by an independent certified public accountant on a compiled, reviewed, or audited basis, including a balance sheet, income statement, statement of cash flows, and statement of changes in equity. Where the Offeror obtains audited statements in the ordinary course, the independent auditor's report shall be included.	A letter from a surety evidencing single-project and aggregate bonding capacity adequate for Tier 3 work, or equivalent evidence of financial capacity acceptable to the Agencies.

Public records advisory. Financial information submitted under this subsection is a public record and becomes subject to disclosure upon expiration of the exemption described in the Notice to Offerors, unless a specific statutory exemption applies and is properly asserted under Section 1.14. An Offeror concerned about disclosure of detailed financial statements should apply at the lowest value tier that meets its business need.

An Offeror that does not qualify at the tier requested will be admitted at the highest tier for which its documentation is sufficient, rather than rejected, and may request an upgrade at any time during the term under Section 4.11.3. An Offeror is determined non-responsive on financial capacity only where its documentation is insufficient for any tier in the discipline applied for.

3.3(c) Project Experience and Technical Capability

Describe the Offeror's experience performing work of the type and scale described in Section II, addressing:

- A brief history of the firm, including years in business in each trade discipline applied for, form of organization, and ownership.
- The range of services the firm performs with its own forces, and the services it customarily subcontracts.
- Crew size, equipment, and current capacity, including the number of projects the firm can carry concurrently and typical mobilization time.
- The background, licensure, certifications, and relevant experience of the qualifying agent, the superintendent(s), and any key personnel who will perform or supervise the work.
- Experience with occupied residential rehabilitation, including protection of occupants and their property.
- Experience with lead-safe and asbestos-safe work practices, where applicable to the disciplines applied for.
- Experience with publicly funded or grant-funded residential programs, including any experience with certified payroll, Davis-Bacon wage compliance, or Section 3 reporting. Prior government experience is preferred but is not required and its absence will not disqualify an Offeror, and no points are deducted for its absence.
- Any industry-specific licenses, certifications, manufacturer authorizations, or training relevant to the disciplines applied for.
- Company brochure or descriptive literature, if available. Reference to literature submitted with a prior solicitation or on file with the City does not satisfy this requirement.

3.3(d) References and Past Performance

Provide a minimum of three (3) and a maximum of five (5) references for projects of similar size, scope, and complexity completed by the Offeror within the past thirty-six (36) months. For each reference provide:

- Client or owner name, the name of the owner's representative, mailing address, telephone number, and email address.
- Name and location of the project, and a description of the scope of work.
- The role the Offeror performed (prime contractor, subcontractor, or supplier).
- Date the project was completed, or the anticipated completion date if ongoing, and the present status of the project.
- The original contract value and the final contract value.
- The number and total dollar value of approved change orders, and the reason for any change order exceeding ten percent (10%) of the original contract value.
- Whether the project was completed within the original schedule, and if not, the reason.

Do not list the City of Boynton Beach or the BBCRA as a reference. The Agencies are interested in the experience of other owners and public agencies with your firm. The Agencies will separately consider their own records of any prior work performed for either agency.

Offerors must inform each reference contact that the contact is being used as a reference and that the Agencies or their designee will make contact. A Committee member or designee will attempt to reach each reference up to three (3) times. If a reference cannot be reached after three attempts, the Committee will score Criterion 2 on the references actually contacted and will disregard the unreachable reference, provided that at least two (2) references are reached. Where fewer than two references are reached, the Committee may score Criterion 2 on the information available. It is the Offeror's responsibility to provide current and accurate contact information.

3.3(e) Minority, Women-Owned, Small, and Labor Surplus Area Business Status — Reporting

Each Offeror shall indicate on the Contractor Application (Exhibit D, Part 11) whether it is a small business, a minority business, a women's business enterprise, a veteran-owned business, or a labor surplus area firm, and shall identify the certifying entity and certification number where the status is certified.

This information is collected for reporting and outreach. No evaluation points are awarded for it.

The Agencies collect this information in order to (i) give effect to 2 C.F.R. § 200.321 on federally funded work, under which the recipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered, (ii) include those business types on solicitation lists, and (iii) report participation to funding agencies. Location within the City is collected for the same reporting purpose only and confers no preference.

Consistent with the City's statement that it maintains no preference or set-aside program, and with Section 287.05701, Florida Statutes, no evaluation preference, points, or set-aside is awarded on the basis of the ownership characteristics of an Offeror. Reporting this information is requested but is not a condition of prequalification, and declining to report it will not affect an Offeror's score.

SECTION IV — EVALUATION OF QUALIFICATION PACKAGES AND APPROVAL OF THE POOL

4.1 Responsiveness Review

Procurement Services will conduct a preliminary review of each qualification package through the e-procurement system to determine responsiveness, as described in Section 3.1. Packages determined non-responsive will not be forwarded to the Evaluation Committee. The Agencies reserve the right to waive a technical error, informality, or minor irregularity where doing so does not prejudice other Offerors.

4.2 Evaluation Committee

The Agencies will assemble an Evaluation Committee comprised of City and BBCRA staff and, where appropriate, outside subject-matter experts. The Committee may use the e-procurement system to score submittals. The Committee will act in what it determines to be the best interest of the Agencies and the residents they serve.

Because this RFQ requests no pricing, price is not a factor in the evaluation. Price is established at the project level through the Project Quote Request process in Section 2.7.

4.3 Evaluation Criteria and Weighting

Each responsive package will be scored on the following criteria. Compliance with the requirements of this RFQ is a mandatory pass/fail determination and is not scored.

#	EVALUATION CRITERIA	POINT RANGE	WEIGHT
—	**Compliance with Request for Qualifications requirements — responsiveness, completeness, the licenses and certifications required for each discipline applied for, required insurance, financial documentation sufficient for at least one value tier in each discipline applied for (see Section 3.3(b)), and executed forms and affidavits**	**MANDATORY PASS / FAIL**	**MANDATORY**
1	Qualifications of the Contractor — firm qualifications, licensure and certifications held, qualifying agent and key personnel, organizational and financial capacity relative to the value tier requested, crew size and equipment	0 – 30	30%
2	References and Past Performance — customer satisfaction, quality of completed work, schedule and budget performance, change order history, prior performance for public agencies, and any record of default or disciplinary action	0 – 30	30%
3	Experience and Technical Capabilities — depth and relevance of experience in each discipline applied for, experience with occupied residential rehabilitation, lead-safe and asbestos-safe practice where applicable, capacity and responsiveness, and demonstrated understanding of the scope in Section II. This includes Minority, Women-Owned, Small, and Labor Surplus Area Business Status — Reporting	0 – 40	40%
TOTAL POINTS		**0 – 100**	**100%**

Note. The former Certified Minority Business Enterprise scoring criterion has been removed and its points redistributed to Criterion 3. Ownership characteristics are collected for reporting and outreach purposes only, as described in Section 3.3(e).

4.4 Qualifying Threshold

An Offeror must receive a total score of seventy (70) or more out of one hundred (100) points to be prequalified.

An Offeror achieving a score of 70 or above in a trade discipline, and passing the mandatory compliance determination, shall be admitted to the pool for that discipline. There is no limit on the number of firms admitted in a discipline, and admission is not competitive among Offerors.

An Offeror scoring below 70 in a discipline will not be admitted for that discipline and will receive a Notice of Determination under Section 4.12 stating the basis. That Offeror may submit again in an interim supplemental window opened under Section 4.11.1 for that discipline, if one is opened, and in the reopened window under Section 2.5.1.

A score of 70 or above establishes qualification for the discipline. The tier at which the Offeror is admitted is then set by the financial documentation and insurance submitted, under Sections 3.3(b) and 6.6, up to the ceiling stated for that discipline in Section 2.4.

4.5 Scoring Is Performed Separately for Each Trade Discipline

Where an Offeror applies for more than one trade discipline, the Evaluation Committee shall score the Offeror separately for each discipline, on the basis of the licensure, certifications, personnel, experience, and references relevant to that discipline. A single reference may support more than one discipline where the referenced project included work in each discipline; the Committee weighs it only to the extent it evidences experience in the discipline being scored.

An Offeror may therefore be prequalified in one discipline and not in another. For example, an Offeror scoring 82 in Painting and 61 in Roofing will be admitted to the pool for Painting only. Value tier is likewise determined separately for each discipline.

4.6 Qualitative Rating Guidelines

Each Committee member shall award a rating of 0 to 10 within each criterion, based on that member's assessment of the Offeror's response.

How a 0-to-10 rating becomes a score out of 100.

Step 1 — For each criterion, the member's 0-to-10 rating is multiplied by ten (10) to convert it to a 0-to-100 scale.

Step 2 — That figure is multiplied by the criterion weight in Section 4.3 (30%, 30%, or 40%) to produce the member's weighted points for that criterion.

Step 3 — The member's weighted points for the three criteria are added to produce that member's total score for the Offeror in that trade discipline, on a 0-to-100 scale.

Step 4 — The Offeror's score for that trade discipline is the arithmetic mean of the total scores of all Committee members who scored it, rounded to one decimal place. That mean is the score compared against the seventy (70) point threshold in Section 4.4.

Worked example — A member rates an Offeror 8 on Criterion 1, 7 on Criterion 2, and 9 on Criterion 3. That member's total is (80 x 0.30) + (70 x 0.30) + (90 x 0.40) = 24 + 21 + 36 = 81. If the other two members reach 76 and 74, the Offeror's score for that discipline is (81 + 76 + 74) / 3 = 77.0, which exceeds the threshold.

RATING	STANDARD
10 — Outstanding	Highly comprehensive response meeting all requirements of the criterion. The response also addresses matters not expressly required and offers information or recommendations of demonstrable value to the Agencies. Demonstrates authoritative knowledge and understanding of the work.
9 – 8 — Excellent	Provides useful information and demonstrates substantial experience and knowledge within the criterion. Well organized, addresses all requirements, and provides insight into the Offeror's experience and understanding of the subject.
7 – 6 — Good	Meets all requirements and demonstrates, clearly and concisely, thorough knowledge and understanding of the subject matter. Above-average, with no apparent deficiency.
5 – 4 — Fair	Meets the requirements adequately. Demonstrates ability to comply with the stated requirements, without additional supporting information.
3 – 1 — Inadequate	Minimally meets, or partially fails to meet, the requirements of the criterion.
0 — Failed / No response	Does not meet the requirements of the criterion, or the Offeror provided no response to it. No points awarded.

4.7 Requests for Clarification and Additional Information

The Evaluation Committee may request additional information or clarification from any Offeror during the evaluation. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision, and revisions may be permitted after submission. The Committee may, at its discretion, conduct interviews or require presentations, and may establish equal time limits for all firms.

Where interviews or presentations are conducted, they inform the Committee's scoring of the criteria in Section 4.3. No separate presentation points are awarded.

4.8 Committee Meetings

Evaluation Committee meetings will be publicly noticed and are open to attendance by any person. Committee members' scores may be opened and read aloud for discussion among the members.

After scoring is complete, the Committee will make a motion recommending all Offerors that met the qualifying threshold for placement in the Contractor Vendor Pool, identified by trade discipline and value tier. The recommendation is not a ranking, and the Committee does not rank Pool Members.

4.9 Approval of the Pool — City Commission and BBCRA Board

Because this RFQ is issued jointly, the pool requires the separate approval of BOTH governing bodies.

The Evaluation Committee's recommendation shall be submitted for separate approval to the City Commission and to the BBCRA Board. The Contractor Vendor Pool shall not be deemed approved, and no Letter of Prequalification shall be issued, until both bodies have granted their respective approvals.

The action requested of each body is approval of the pool as a whole — that is, approval of the list of prequalified firms by trade discipline — together with authorization for the appropriate officials to issue Letters of Prequalification and to administer the pool in accordance with this RFQ. Neither body is asked to approve, and neither body approves, an individual contract with any single firm.

	CITY COMMISSION	BBCRA BOARD
Action requested	Approve the Contractor Vendor Pool established under RFQ No. 26-094Q and authorize the City Manager, or designee, to issue Letters of Prequalification and to administer the pool.	Approve the Contractor Vendor Pool established under RFQ No. 26-094Q and authorize the Executive Director, or designee, to issue Letters of Prequalification and to administer the pool for BBCRA-funded programs.
Scope of the approval	The pool as a whole, by trade discipline and value tier. Includes authority to open an interim supplemental window and admit additional firms under Section 4.11 without further action, subject to annual reporting.	The pool as a whole, by trade discipline and value tier, as applied to BBCRA programs. Includes authority to open an interim supplemental window and admit additional firms under Section 4.11, subject to annual reporting.
Fiscal impact of the approval	**None. Approval of the pool obligates no funds. Funds are obligated only upon issuance of an individual Purchase Order against an appropriated program budget.**	**None. Approval of the pool obligates no funds. Funds are obligated only upon execution of an individual Direct-Payment Order against an appropriated program budget.**
Subsequent approvals required	Approval of the pool does not waive the project-level approval the Purchasing Policy requires. Each project award remains subject to the approval level the Policy assigns to its value band, as described in Section 2.4.1, within the approved program budget.	Approval of the pool does not waive project-level approval. Each grant award remains subject to the delegated authority established by BBCRA policy, within the approved program budget; awards exceeding delegated authority follow normal Board routing.

Following approval by both bodies, the appropriate officials of each agency shall administer the pool in accordance with this RFQ. Each Letter of Prequalification shall be countersigned by, or issued jointly on behalf of, both agencies and shall recite the date of each approval.

If one body approves and the other does not, Procurement Services shall bring the matter back to both bodies with a recommendation, and no Letter of Prequalification shall issue in the interim.

4.10 Issuance of Letters of Prequalification

Upon approval by both bodies, Procurement Services shall issue to each qualifying Offeror a Letter of Prequalification in the form of Exhibit B, Part 1, stating the trade discipline(s) and value tier(s) for which the firm is prequalified and the effective and expiration dates of the prequalification.

Before the Letter of Prequalification is issued, the firm shall have delivered:

- a signed Acknowledgement of Pool Terms and Grant Compliance Agreement (Exhibit B, Part 2);
- a current certificate of insurance evidencing the required coverages and limits, naming the City and the BBCRA as additional insureds as applicable to the tracks for which the firm is eligible;
- a City of Boynton Beach Business Tax Receipt, or evidence of exemption under Section 205.065, Florida Statutes;
- a completed Internal Revenue Service Form W-9; and
- all statutory affidavits required by Section 1.6 and Section 5.5, in the forms at Exhibit F.

A Letter of Prequalification does not create a contract and does not entitle the firm to any work. See Section 1.16.

4.11 Interim Supplemental Window; Reinstatement; Tier Upgrades

The pool is closed to applications during the term, as stated in Section 2.5. This Section states the three limited circumstances in which the composition of the pool may change before the reopening described in Section 2.5.1.

4.11.1 Interim Supplemental Window — at the Agencies' Option

> **Opened by the Agencies when coverage requires it. Not available on request.**
>
> Procurement Services may, but is not obligated to, open an interim supplemental application window during the term. A firm may not compel the opening of a window, and a request from a firm does not create a right to be evaluated.

An interim supplemental window may be opened only where one or more of the following applies:

- the number of active prequalified firms in a trade discipline has fallen below three (3), or has fallen to a level at which the Agencies determine that competitive pricing or continuity of service for property owners is at risk;
- a program or funding source added under Section 2.8 requires a trade discipline for which the pool has no active firm, or has insufficient coverage; or
- a trade discipline is added under Section 2.8.4, in which case the window is limited to that discipline.

Where a window is opened:

- it shall be limited to the trade discipline or disciplines for which the need was identified, and shall say so on its face;
- it shall be publicly advertised through the e-procurement system, and on the Palm Beach County public notices website, for not less than fourteen (14) calendar days;
- applications shall be evaluated against the same criteria, the same weighting, and the same qualifying threshold set forth in this Section IV, and a complete application shall be evaluated within sixty (60) calendar days after receipt;
- firms then in the pool for that discipline need not reapply and are unaffected; and

- the Cone of Silence described in Section 1.17 applies to an applicant from the date its application is submitted until it receives its Notice of Determination, and the protest deadlines in Section 1.9 apply.

Firms admitted through an interim supplemental window receive a Letter of Prequalification issued under the same authority granted by the City Commission and the BBCRA Board in their initial approval of the pool, without the need for a separate agenda item for each firm. Their prequalification runs through the end of the then-current pool term, the same as firms admitted initially.

This provision also serves a compliance purpose. 2 C.F.R. § 200.319(e) requires that a prequalified list used on federally funded work be kept current and include enough qualified sources to ensure maximum open competition. The interim supplemental window is the mechanism by which the Agencies satisfy that obligation without maintaining continuous open enrollment.

Where a discipline is thin and no window has been opened, Section 2.6 governs: the Agencies may solicit quotes from qualified firms outside the pool, subject to those firms meeting the licensing and insurance requirements of this RFQ, or procure by another lawful method, with the reason documented in the project file. A homeowner's project is not delayed by thin coverage in a discipline.

4.11.2 Reinstatement of a Suspended Firm

A firm already in the pool that has been suspended or placed on inactive status under Section 2.13 is restored to active status by written request to Procurement Services confirming that the condition giving rise to the suspension has been cured and that its licenses, certifications, and insurance are current. Reinstatement is an administrative determination. It does not require a new application, a new evaluation, or the opening of a window, and it is available at any time during the term.

4.11.3 Tier Upgrade or Additional Discipline for an Existing Pool Member

A firm already in the pool may, at any time during the term, request:

- an upgrade to a higher value tier in a discipline in which it is already prequalified, up to the ceiling stated for that discipline in the matrix at Section 2.4; or
- the addition of a trade discipline for which the firm holds the license and certifications required by the matrix at Section 2.4, and in which it was scored and admitted in another discipline.

A tier upgrade is an administrative review, not a re-evaluation. The firm submits only the financial documentation required for the higher tier under Section 3.3(b) and evidence of insurance at the limits required for that tier under Section 6.6. Procurement Services verifies the documentation and, where it is sufficient, issues an amended Letter of Prequalification. No Evaluation Committee action and no rescoring is required, because the firm's qualifications in the discipline have already been evaluated.

A request to add a trade discipline requires evaluation by the Evaluation Committee against the criteria in this Section IV for that discipline, and Procurement Services may hold such requests for consideration together with the next interim supplemental window or the reopening under Section 2.5.1.

Procurement Services shall report all admissions, reinstatements, tier changes, removals, and status changes to the City Commission and the BBCRA Board not less than annually.

4.12 Notice of Determination

Each Offeror will receive written notice of the determination on its qualification package, identifying each trade discipline for which the Offeror was or was not prequalified and, where an Offeror was not prequalified, the basis for that determination. The notice will state the deadline for filing a protest under Section 1.9.

SECTION V — STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed in writing by the Agencies, the following terms apply to this solicitation and to any resulting instrument. Where a provision of this Section applies before admission to the pool, it refers to an "Offeror"; where it applies after admission, it refers to the "Contractor." The terms are used as defined in Section 1.1 and are not redefined here.

5.1 Familiarity and Compliance with Laws, Codes, and Regulations

Before submitting a qualification package, each Offeror shall familiarize itself with, and shall comply with, all federal, state, and local laws, ordinances, codes, and regulations applicable to the services contemplated, including those governing conflict of interest and collusion, the hours of labor on public work, the Charter and ordinances of the City of Boynton Beach, and the Florida Building Code. Lack of knowledge by an Offeror is not cause for relief from any responsibility.

Omission of any detail from the terms or specifications contained in this solicitation does not relieve the Contractor of the obligation to furnish the services or products specified.

5.2 Non-Collusion

No Offeror shall collude, conspire, connive, or agree, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham response, to refrain from responding, or to fix or attempt to fix any element of price or of the qualification process. Each Offeror shall execute the Non-Collusive Affidavit.

5.3 Public Entity Crimes; Discriminatory Vendor List; Scrutinized Companies

Public entity crimes. In accordance with Section 287.133(2)(a), Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

Discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list under Section 287.134, Florida Statutes, may not obtain a contract to provide goods or services to a public entity, construct or repair a public building or public work, lease real property to a public entity, or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

Scrutinized companies. By submitting a qualification package, the Contractor and its principals certify that they are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel, in accordance with Section 215.4725, Florida Statutes. For any contract of one million dollars ($1,000,000) or more, the Contractor further certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created under Section 215.473, Florida Statutes, and is not engaged in business operations in Cuba or Syria. See Section 287.135, Florida Statutes.

5.4 Federal, State, and Local Taxes

The City of Boynton Beach and the Boynton Beach Community Redevelopment Agency are exempt from federal excise tax and from Florida sales and use tax. Neither agency will pay Florida sales or use tax on materials incorporated into the Work where the exemption is properly claimed. The Contractor is responsible for all taxes lawfully imposed on the Contractor, including payroll taxes and taxes on the Contractor's own tools, equipment, and consumables. An exemption certificate will be furnished on request.

How the exemption actually works on a construction contract — read this before quoting.

Under Rule 12A-1.094, Florida Administrative Code, a contractor improving real property is the ultimate consumer of the materials it purchases and owes Florida sales or use tax on those purchases. The Agencies' exemption does not pass through to the Contractor's own material purchases.

Accordingly, a quote submitted in response to a Project Quote Request SHALL include all taxes the Contractor is required by law to pay on its own purchases. A quote will not be rejected for including such tax.

The Agencies' exemption reaches materials only where the City purchases them directly under the owner-direct-purchase mechanism in Section 5.18. Where the City elects that mechanism, the Work Order price shall be reduced by the cost of those materials and the tax on them, and the Work Order shall so state.

5.5 Statutory Certifications and Affidavits

The following are required by Florida law, or by the Agencies as a condition of pool membership, and shall be provided on or before the effective date of the firm's Acknowledgement, and updated on request. The affidavit forms are at Exhibit F.

REQUIREMENT	OBLIGATION
E-Verify — § 448.095, F.S.	The Contractor and each subcontractor shall register with and use the E-Verify system maintained by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees. The Contractor shall obtain an affidavit from each subcontractor attesting to the subcontractor's compliance and shall maintain a copy for the duration of the contract. Execution of the E-Verify Affidavit is required.
Anti-Human Trafficking — § 787.06(13), F.S.	The Contractor shall provide an affidavit, signed by an officer or representative under penalty of perjury, attesting that the Contractor does not use coercion for labor or services.
Entities of Foreign Concern — § 287.138, F.S.	This requirement applies where the Contractor or any subcontractor will have access to an individual's personal identifying information. The Contractor certifies that it is not owned or controlled by the government of a foreign country of concern, has no such entity holding an interest, and is not organized under the laws of, or with a principal place of business in, such a country, and shall submit an executed affidavit to that effect. Compliance with this section is a condition of a proper invoice.
Drug-Free Workplace — as contemplated by § 287.087, F.S., and required by the Agencies	Section 287.087, Florida Statutes, establishes a preference rather than a mandate; the Agencies require the program as a condition of pool membership. The Contractor shall implement and maintain a drug-free workplace program that: publishes a statement prohibiting the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace and specifying the actions to be taken for violations; informs employees of the dangers

REQUIREMENT	OBLIGATION
	of drug abuse, the Contractor's policy, available counseling and assistance programs, and the penalties for violations; gives each employee performing the services a copy of the statement; requires each such employee to abide by its terms and to notify the Contractor of any conviction of, or plea to, a violation of Chapter 893, Florida Statutes, or any controlled substance law; imposes a sanction on, or requires participation in a rehabilitation program by, any employee so convicted; and makes a good-faith effort to maintain a drug-free workplace.
Prohibited Telecommunications Equipment — 48 C.F.R. §§ 52.204-24 to 52.204-26; 2 C.F.R. § 200.216	The Contractor certifies that neither it nor any subcontractor uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology in any system, used in performance of work funded by a federal award. This certification is made by execution of the Contractor Application; the full regulatory text is incorporated by reference and is not reprinted here.

Social, political, and ideological interests — Section 287.05701, Florida Statutes. This is an obligation of the Agencies rather than a contractor certification, and is stated here for the information of Offerors: the Agencies will not request documentation of, and will not consider, an Offeror's social, political, or ideological interests in determining whether the Offeror is a responsible contractor, and neither governing body may give a preference on that basis.

5.6 Purchase Order Required (Track A)

The City will not accept goods delivered or services performed on Track A unless a duly authorized Purchase Order has been issued. The Purchase Order number must appear on all invoices, packing slips, and correspondence concerning the order. On Track B, the corresponding instrument is the fully executed Direct-Payment Order.

5.7 Occupational Safety and Health

The Contractor certifies that all materials and equipment furnished meet applicable OSHA requirements, and that if any material or equipment delivered is later found deficient in an OSHA requirement in effect on the date of delivery, all costs necessary to bring it into compliance shall be borne by the Contractor. The Contractor further certifies that its employees, subcontractors, and agents shall comply with all OSHA and State safety regulations and requirements.

5.8 Palm Beach County Inspector General

The Contractor is aware that the Inspector General of Palm Beach County has authority to investigate and audit matters relating to the negotiation and performance of any agreement resulting from this solicitation and, in furtherance of that authority, may demand and obtain records and testimony from the Contractor and its subcontractors and lower-tier subcontractors. The Contractor agrees that, in addition to all other remedies provided by law, failure of the Contractor or its subcontractors to cooperate fully with the Inspector General when requested may be deemed a material breach justifying termination.

5.9 Venue and Governing Law

Any legal action arising from or necessary to enforce this solicitation or any resulting instrument shall be brought in Palm Beach County, Florida, and shall be interpreted in accordance with the laws of the State of Florida.

5.10 Non-Discrimination and Equal Employment Opportunity

The Agencies are committed to assuring equal opportunity in the award of contracts and comply with all laws prohibiting discrimination.

During performance, 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, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability, where the individual is qualified.

The Contractor shall take affirmative action to ensure that employees, and those of its subcontractors, are treated without regard to those characteristics in employment, promotion, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Contractor shall post, in conspicuous places available to employees and applicants, notices setting forth the provisions of this non-discrimination clause, and shall ensure that all subcontractors are made aware of and comply with it. A material violation of this Section is a material breach and may result in termination, disqualification, or debarment.

5.11 Public Records

The Agencies are public agencies subject to Chapter 119, Florida Statutes. Any material submitted in response to this solicitation is a public record, subject only to the exemption described in the Notice to Offerors and to any properly asserted statutory exemption under Section 1.14.

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- Keep and maintain public records required by the Agencies to perform the service.
- Upon request from the custodian of public records, provide the Agencies with a copy of the requested records, or allow the records to be inspected or copied, within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- Ensure that public records which are exempt, or confidential and exempt from disclosure, are not disclosed except as authorized by law, for the duration of the contract term and following completion of the contract until the records are transferred to the Agencies.
- Upon completion of the contract, transfer to the Agencies at no cost all public records in the Contractor's possession, or keep and maintain those records as required by law. Records stored electronically must be provided, upon request of the custodian of public records, in a format compatible with the information technology systems of the Agencies. Upon transfer, the Contractor shall destroy any duplicate records that are exempt or confidential and exempt.

Failure of the Contractor to comply with this Section is a material breach, and the Agencies may exercise all available remedies, including termination for cause.

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:

CITY CLERK'S OFFICE — 100 East Ocean Avenue, Boynton Beach, Florida 33435

Telephone: (561) 742-6060 Email: CityClerk@bbfl.us

5.12 Disputes

In case of doubt or difference of opinion as to the services to be furnished, the decision of the City Manager, or of the BBCRA Executive Director for BBCRA-funded work, shall be final and binding on both parties, subject to any right of judicial review available at law.

5.13 Legal Expenses; No Third-Party Beneficiaries

The Agencies shall not be liable to any Offeror or Contractor for legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of any resulting instrument or from any matter relating to it.

No provision of this RFQ or of any resulting instrument is intended to, or shall be construed to, create any third-party beneficiary or to provide rights to any person or entity not a party to the instrument, including any resident, property owner, or employee of either agency or of the Contractor. The limited exception is that a property owner executing a Direct-Payment Order is a party to that instrument, to the extent stated in it.

In the event of a court challenge to a determination under this RFQ by any Offeror, damages, if any, shall be limited to the actual cost the challenging Offeror incurred in preparing its qualification package.

5.14 Non-Exclusive

This solicitation and the resulting pool are non-exclusive. The Agencies reserve the right to acquire any or all of the services described herein through a State of Florida contract under Section 287.042, Florida Statutes, through a cooperative purchasing agreement, or through any other lawful method, and to award other contracts for services within the scope of this solicitation where the specifications or scope differ substantially.

5.15 Documentation of Costs

All costs invoiced shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents pertaining in whole or in part to a project under this pool shall be clearly identified, readily accessible, and maintained in accordance with Section 7.8.

5.16 Business Information; Joint Ventures

If an Offeror is a joint venture, the Offeror shall provide, upon request, a copy of the joint venture agreement signed by all parties. Each member of a joint venture must satisfy the licensing and insurance requirements applicable to the work it will perform.

5.17 Endorsements

No Contractor shall use any endorsement by the City or the BBCRA of its goods or services in any manner or form.

5.18 Direct Owner Purchases (Track A only)

On Track A projects, the City reserves the right to issue purchase orders for materials directly to suppliers where the City determines it to be in the public interest, including to realize the City's sales tax exemption. Where the City elects to purchase materials directly, the Work Order shall so state, the Work Order price shall be adjusted accordingly, and the allocation of responsibility for delivery, storage, damage, and

warranty shall be stated in the Work Order. This Section does not apply to Track B projects, where the property owner is the contracting party.

5.19 Enumeration and Precedence of Documents

If any portion of the governing documents appears to conflict with another, the documents shall govern in the following order of precedence:

ORDER	DOCUMENT
1	Applicable federal and state grant requirements, including 2 C.F.R. Part 200 and Appendix II thereto for federally funded work, and Chapter 420, Part VII, Florida Statutes, and Rule Chapter 67-37, F.A.C., together with the City's Local Housing Assistance Plan, for SHIP-funded work. These control over any conflicting provision.
2	The applicable Funding Source Rider issued under Section 2.8.3, if any.
3	The fully executed project instrument — the Work Order, Purchase Order, and Notice to Proceed (Track A), or the Direct-Payment Order (Track B) — including any executed Change Order.
4	The project-specific Invitation to Bid or Project Quote Request, and the Contractor's responsive quote or bid.
5	The Acknowledgement of Pool Terms and Grant Compliance Agreement (Exhibit B, Part 2), and the Letter of Prequalification.
6	Section VI — Special Conditions, and Exhibit A (Additional General Conditions) for Track A work.
7	Section II — Scope of Work (Services).
8	Section V — Standard General Terms and Provisions.
9	Section I — Instructions to Offerors.
10	The Contractor's qualification package, including all schedules, certificates, and affidavits.

The documents are complementary, and wherever possible their provisions shall be construed to avoid conflict. Where a genuine conflict exists between documents of the same rank, the more specific or more stringent requirement governs.

Two provisions govern notwithstanding the order above.

Notwithstanding the order of precedence in this Section, Section 1.16 (Effect of Prequalification — No Contract, No Guarantee of Work) and Section 2.14 (Warranty) govern over any conflicting provision of any document ranked 2 through 10 above.

This is stated expressly because each of those Sections declares that it governs over inconsistent statements elsewhere, and each is located in a Section that the order of precedence would otherwise subordinate.

SECTION VI — SPECIAL CONDITIONS

The following special conditions apply to all Offerors and to all Contractors performing work under this pool. Where a condition applies only to one delivery track, that is stated.

6.1 Assignment

No instrument issued under this pool, and no funds that may become due under it, is assignable except with the prior written approval of the City or, for BBCRA-funded work, the BBCRA. Prequalification itself is personal to the firm to which it is issued and is not assignable or transferable, including by sale of the business, without a new application under Section 2.13(m).

6.2 Performance During an Emergency

The Contractor agrees that immediately preceding, during, and following a public emergency, disaster, hurricane, flood, or act of God, the Agencies shall be given first priority for services under any instrument then in effect, at the terms, conditions, and prices stated in that instrument. The Contractor shall furnish a twenty-four (24) hour contact telephone number. Failure to provide services on a first priority basis is a material breach and may subject the Contractor to removal from the pool.

6.3 Indemnification

The Contractor shall indemnify and hold harmless the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency, and their respective current, past, and future commissioners, board members, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties"), from and against any and all claims, obligations, liabilities, damages, losses, and costs, including reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or of any person employed or utilized by the Contractor in the performance of the Work.

The parties understand and agree that the covenants and representations of this indemnification provision survive the term of any instrument issued under this pool and continue in full force and effect as to each party's responsibility to indemnify.

Both agencies are indemnified parties. The BBCRA is an indemnified party with respect to all work performed under any BBCRA-funded program, to the same extent as the City. This provision corrects a prior version in which only the City was named.

6.4 Sovereign Immunity

Nothing contained in this solicitation, or in any instrument issued under it, is intended or shall be construed to waive, limit, or extend the rights, privileges, defenses, protections, or limitations of liability available to the City of Boynton Beach or to the Boynton Beach Community Redevelopment Agency under the common law or under Section 768.28, Florida Statutes, as amended from time to time. Each agency expressly reserves those rights and limitations in full, separately and independently of the other. Neither agency assumes any liability for the acts, omissions, or obligations of the other.

6.5 Changes in the Work; Contract Price and Time (Track A)

6.5.1 Work Order price. The Work Order price is total compensation for performing the Work, subject only to authorized adjustment. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense, without change in the Work Order price or time, except as approved in writing by the City.

6.5.2 Change Orders. The Work Order price and time may be changed only by a written Change Order. A fully executed Change Order must exist before any extra work begins, and before any extension of time takes effect. No course of conduct and no oral direction constitutes a waiver of this requirement.

6.5.3 Notice of claim. Any claim for an increase or decrease in the Work Order price or time shall be based on written notice delivered to the other party promptly, and in no event later than fifteen (15) calendar days after the occurrence of the event giving rise to the claim, stating the general nature of the claim.

6.5.4 Extensions of time. Extensions of time will be considered only on the basis of the effect of a delay on the Work as a whole, and only where the Contractor clearly demonstrates that the delay did or will delay the progress of the Work as a whole. An extension will not be granted for a delay to a part of the Work that is not on the critical path.

6.5.5 Contingency and allowances. A project contingency may be established in a Work Order. All contingency sums are the City's contingency and remain the City's property until an expense against them is approved in writing. The Work Order price shall not include any contingency amount. The Contractor shall obtain prior written approval before expending contingency or allowance funds and shall furnish documentation evidencing all expenditures charged against them.

6.6 Insurance Requirements

If awarded work, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the performance of the Work the insurance coverages and limits set forth below, written by carriers authorized to do business in Florida and rated not less than A- VII by A.M. Best. Limits are stated by value tier as defined in Section 2.4.1. These requirements do not in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

COVERAGE	TIER 1	TIER 2	TIER 3
Commercial General Liability (per occurrence / aggregate)	$1,000,000 / $2,000,000	$1,000,000 / $2,000,000	$1,000,000 / $2,000,000
Automobile Liability (combined single limit)	$1,000,000 / $2,000,000	$1,000,000	$1,000,000
Workers' Compensation and Employer's Liability	Statutory, or a valid State of Florida exemption	Statutory	Statutory
Excess / Umbrella Liability	Not required	Not required	$1,000,000
Professional Liability (per claim / aggregate)	$1,000,000 / $2,000,000	$1,000,000 / $1,000,000	$1,000,000 / $2,000,000

- **Additional insureds.** All coverages shall be provided on a primary and non-contributory basis, with the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency each endorsed as additional insureds, as applicable to the program under which the work is performed.
- **Notice of cancellation.** Each policy shall provide, or the Contractor shall separately provide, not less than thirty (30) days' written notice of cancellation or non-renewal, and ten (10) days' notice for cancellation for non-payment of premium. The Contractor shall notify Procurement Services in writing within three (3) business days of any change in coverage.

- **Certificates.** A current certificate of insurance shall be on file with Procurement Services at all times. The limits required are those for the highest tier at which the firm is admitted in any discipline. Lapse of required coverage results in immediate suspension from the pool under Section 2.13(b).
- **Subcontractors.** The Contractor shall require each subcontractor to maintain coverage appropriate to the work the subcontractor performs, or shall cover the subcontractor under its own policies.
- **Professional Liability.** Professional Liability coverage is required where the Contractor performs, or subcontracts, any design, engineering, architectural, land surveying, or other professional service in connection with the Work, including any design-build or design-assist delivery, and where the Contractor prepares or certifies any drawing, specification, calculation, or product-approval submittal. Coverage shall be written on a claims-made or occurrence basis and, if claims-made, shall be maintained or provide an extended reporting period for not less than three (3) years after Final Completion. Where the Contractor performs no professional service and subcontracts none, the Contractor may satisfy this requirement by certifying that fact in writing on the Contractor Application, in which case the coverage is not required for that firm; the certification shall be updated if the fact changes.

Professional Liability insurance is not required for the trade work described in this solicitation.

The prior version of this solicitation required Professional Liability coverage of $500,000 per occurrence. No design or other professional service is within the scope of Section II, and the requirement has been deleted so that trade contractors are not asked to purchase coverage they do not need. Professional Liability coverage of not less than $1,000,000 per claim will be required only where a specific Project Quote Request calls for design services or a design-build delivery, in which case the requirement will be stated on the face of that Project Quote Request.

6.7 Force Majeure

Performance of any act by an agency or by the Contractor may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by an act of God, fire, flood, hurricane, named storm, epidemic, strike, lockout, war, riot, civil disturbance, act of public enemy, embargo, failure or shortage of transportation or materials not caused by the party claiming relief, or any order, requisition, or law of any governmental authority. The party claiming relief shall give prompt written notice, shall use reasonable efforts to mitigate, and shall resume performance as soon as practicable. Force majeure extends time; it does not by itself increase the price.

6.8 Termination (Track A)

6.8.1 Termination for convenience. The City may terminate any Work Order, in whole or in part, for its convenience, upon fourteen (14) calendar days' prior written notice specifying the portion terminated and the effective date. As required by the Purchasing Policy, the Director of Procurement Services will notify the City Manager and the City Attorney before terminating any contract at or above the competitive solicitation threshold established by the Policy. Unless the notice directs otherwise, the Contractor shall incur no further obligations in connection with the terminated work, shall stop work to the extent specified on the date given, and shall terminate outstanding orders and subcontracts relating to the terminated work. The City shall be liable for payment for services properly rendered before the effective date of termination, including the cost of items already delivered plus reasonable costs of supply actions short of delivery.

6.8.2 Termination for cause. The City may terminate a Work Order in whole or in part, by written notice of default, if the Contractor fails to perform any material provision, fails to make progress so as to endanger performance, provides repeated nonperformance, or does not remedy a failure within the period stated in the notice. Where a Work Order is terminated for cause, the Contractor is not relieved of its obligations and is not entitled to receive further payment until the Work is complete, and the City may recover its costs of completion, including the fees and charges of replacement contractors, professional fees, court costs, and other damages.

6.8.3 Reclassification. If it is determined that the Contractor was not in default, or that the default was excusable because it arose from causes beyond the control and without the fault or negligence of the Contractor, the rights and obligations of the parties shall be those provided for termination for convenience.

6.8.4 Obligations upon termination. Upon receipt of a notice of termination the Contractor shall cease operations as directed, take actions necessary to protect and preserve the Work and the property, secure the site, and deliver to the City all completed and partially completed work product, materials paid for by the City, warranties, and records relating to the terminated work.

Termination of a Work Order is separate from, and does not by itself result in, removal from the pool under Section 2.13.

6.9 Inspection and Acceptance of Work (Track A)

The City has the right to inspect, require correction of, and accept the Work. The City will inspect within five (5) business days after the Contractor gives written notice that the Work, or a designated portion of it, is ready for inspection, so as not to impede the Contractor's progress. The Contractor shall make required corrections promptly at no additional charge and shall complete the corrective work within ten (10) business days after written notice of the deficiency, or by a later date approved by the City in writing.

Failure by the Contractor to proceed with reasonable promptness to make necessary corrections is a default. If corrected work remains unacceptable, the City may terminate the Work Order without further liability except for accepted work. The ten (10) business day period stated above is the single cure period for defective or deficient Work under this RFQ, and applies equally under Section 6.10.

On Track B, the property owner accepts the work. The BBCRA's inspection, if any, is solely to verify eligibility for grant payment and compliance with program requirements, and does not constitute acceptance of the work or an assumption of any duty of care.

6.10 Performance of Contractor; Performance Evaluation

The Contractor is fully responsible for performing all work necessary to meet the applicable standards in a safe, neat, and workmanlike manner, using generally accepted methods and complying with all applicable federal, state, and local law.

The Contract Administrator shall complete a Contractor Performance Evaluation, in the form of Appendix A, upon completion of each project and at least annually for any Contractor performing continuing work. Where performance fails to meet expectations, the Contractor shall have ten (10) business days from the date of written notice to correct all deficiencies to the satisfaction of the Contract Administrator, consistent with Section 6.9. Inability to correct deficiencies within that period is good and sufficient cause to terminate the Work Order without liability to the Agencies except for accepted work.

What is evaluated on Track B, and what is not.

On Track A, all eight performance indicators in Appendix A are rated, because the City administers the work, inspects it, and accepts it.

On Track B, the administering agency does not supervise, direct, control, inspect for quality, or accept the work. A Track B evaluation is therefore based solely on the property owner's written acceptance, the documentation submitted under Exhibit C, Section 5, and the agency's own administrative experience with the Contractor. Only the following Appendix A indicators are rated on Track B: Indicator 3 (schedule performance), Indicator 5 (permitting and inspection performance), Indicator 6 (communication and responsiveness), Indicator 7 (treatment of the property owner and occupant), and Indicator 8 (invoicing and close-out performance). Indicators 1, 2, and 4 are marked "N/A" on Track B, and the Average Rating Score is computed on the indicators actually rated.

Completing a Track B evaluation is an exercise of the agency's administrative record-keeping and does not constitute supervision, inspection for quality, or acceptance of the work, and creates no duty of care to the property owner, the Contractor, or any other person.

The Contract Administrator shall advise Procurement Services of any performance issue so that Procurement Services may assist in returning performance to acceptable standards. Completed evaluations shall be forwarded to Procurement Services, which shall maintain a running average score for each Contractor. Evaluation scores are used in applying Section 2.13(i).

6.11 Non-Appropriation and Funding Out

Any instrument issued under this pool remains in full force and effect only to the extent that the expenditures provided for in it have been appropriated by the City Commission, or by the BBCRA Board for BBCRA-funded work, in the annual budget for each applicable fiscal year, and only to the extent that grant funds remain available for the purpose.

Where appropriated or granted funds are not available, the affected instrument may be terminated without penalty or liability to the Agencies beyond payment for services properly rendered before the effective date of termination. The Agencies shall give prompt written notice. Non-appropriation is not a default by either party.

6.12 Contingency Fee

The Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for the Contractor, to solicit or secure prequalification or any project under this pool, and that it has not paid, and has not agreed to pay, any person or entity any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of prequalification or of any project.

6.13 Work Extending Beyond the Term

The Contractor shall complete each executed Work Order and each executed Direct-Payment Order without regard to whether completion would cause work to be performed after the expiration of the pool term or of the Contractor's prequalification.

An instrument whose performance extends beyond the term may be amended after that expiration date, provided that any additional services, time, and compensation would have been permitted under this RFQ, and provided that the Contractor's licenses and insurance remain current.

6.14 Successors and Assigns

The Agencies and the Contractor each bind themselves and their successors and assigns to the other with respect to all provisions of any instrument issued under this pool. Neither party shall assign, sublet, convey, or transfer its interest without the prior written consent of the other, except as expressly permitted by Section 6.1.

6.15 Extension of the Pool Term

The Agencies reserve the right to extend the pool term by a holdover period not to exceed one hundred eighty (180) calendar days beyond its scheduled expiration, by mutual written agreement, in order to provide continuity of service pending the conclusion of a successor solicitation. A holdover extension under this Section is in addition to the maximum term stated in Section 2.5.

Because this pool is jointly established, an extension requires written notice from the Purchasing Director on behalf of the City and written concurrence of the BBCRA Executive Director on behalf of the BBCRA. An extension under this Section does not require further action by the City Commission or the BBCRA Board. Any extension beyond one hundred eighty (180) days requires the approval of both bodies.

6.16 Remedies

No remedy conferred upon any party is intended to be exclusive of any other remedy. Each remedy is cumulative and is in addition to every other remedy now or hereafter existing at law, in equity, by statute, or otherwise. No single or partial exercise by any party of any right, power, or remedy precludes any other or further exercise of that or any other right, power, or remedy.

SECTION VII — FEDERAL AND STATE GRANT REQUIREMENTS

7.1 Purpose and Structure of This Section

Work performed under this pool may be funded from federal sources (CDBG), state sources (SHIP), BBCRA tax increment revenue, or grant sources that do not yet exist. Compliance obligations differ by funding source. This Section states which obligations attach to which source, and at what threshold.

How grant compliance obligations are carried — a three-layer structure.

Layer 1 — Letter of Prequalification (Exhibit B, Part 1). Announces admission to the pool. Creates no contract and carries no compliance obligation of its own.

Layer 2 — Acknowledgement of Pool Terms and Grant Compliance Agreement (Exhibit B, Part 2). Signed by the firm. This is the binding instrument in which the firm accepts all grant flow-down provisions set out in this Section, and agrees in advance to comply with any Funding Source Rider identified in a Project Quote Request. It creates binding terms without obligating either party to any scope of work or any payment.

Layer 3 — Project instrument. Every Work Order, Purchase Order, and Direct-Payment Order restates the incorporation of the applicable provisions of this Section by reference, and identifies the funding source and any applicable Rider on its face.

This structure is used so that the provisions required by 2 C.F.R. § 200.327 are contained in a signed, binding instrument at Layer 2 and are confirmed again at Layer 3, notwithstanding that the Letter of Prequalification at Layer 1 is expressly not a contract under Section 1.16.

Regulatory text is incorporated by reference and is not reprinted. This Section cites and summarizes each obligation in plain language rather than reproducing the regulations. The regulations as they exist at the time of each procurement govern, and a summary in this Section does not narrow or enlarge them. Where a Contractor requires the full text of a cited provision, Procurement Services will furnish it on request.

All references to a "non-Federal entity" in the cited regulations mean the City of Boynton Beach, its officers, employees, and elected officials, except where the BBCRA is the awarding agency.

7.2 Funding Source Applicability Matrix

The following matrix states which bodies of requirement apply to each funding source presently in use, and provides a column for sources added later by Funding Source Rider under Section 2.8.3. The funding source and applicable requirements will be stated on the face of every Project Quote Request.

REQUIREMENT	CDBG (federal)	SHIP (state)	BBCRA TIF	FUTURE SOURCE
2 C.F.R. Part 200 (Uniform Guidance) and Appendix II flow-downs	**Yes**	**No**	**No**	As stated in the Rider
Davis-Bacon Act and Copeland Anti-Kickback Act	**Only if 8 or more units — see 7.4**	**No**	**No**	As stated in the Rider
Section 3 of the Housing and Urban Development Act (24 C.F.R. Pt. 75)	Only above the thresholds in 7.5	**No**	**No**	As stated in the Rider

REQUIREMENT	CDBG (federal)	SHIP (state)	BBCRA TIF	FUTURE SOURCE
Federal civil rights and nondiscrimination requirements (Title VI; HCD Act § 109; § 504; Fair Housing Act; Age Discrimination Act; ADA Title II; 24 C.F.R. §§ 570.601–570.602) — see Section 7.3(C)	Yes	**No**	**No**	As stated in the Rider
Bonding (2 C.F.R. § 200.326; Purchasing Policy; § 255.05, F.S.)	Yes, above the SAT for construction	Per Purchasing Policy	Per Purchasing Policy	As stated in the Rider
SAM debarment and suspension verification	**Yes**	**Yes (City policy)**	**Yes (policy)**	**Yes**
Lead-based paint requirements (24 C.F.R. Pt. 35; 40 C.F.R. Pt. 745)	Yes, pre-1978 structures	Yes, pre-1978 structures	Yes, pre-1978 structures where the work disturbs paint	**Yes**
Environmental review (24 C.F.R. Pt. 58)	**Yes — City obligation; no work may begin before clearance**	As required by the LHAP	**No**	As stated in the Rider
Chapter 420, Pt. VII, F.S.; Rule Ch. 67-37, F.A.C.; Local Housing Assistance Plan	**No**	**Yes**	**No**	As stated in the Rider
Chapter 163, Pt. III, F.S.; BBCRA Community Redevelopment Plan consistency	**No**	**No**	**Yes**	As stated in the Rider
Florida Building Code; permitting and inspection	**Yes**	**Yes**	**Yes**	**Yes**
Florida public records and Sunshine requirements	**Yes**	**Yes**	**Yes**	**Yes**
E-Verify; anti-human trafficking; foreign entity; scrutinized companies	**Yes**	**Yes**	**Yes**	**Yes**

Why the matrix matters, stated plainly.

BBCRA tax increment revenue is neither federal nor state grant money. Applying federal flow-downs, wage determinations, certified payroll, or Section 3 reporting to a small BBCRA-funded exterior improvement would impose cost and administrative burden without any legal basis, and would reduce the number of firms willing to participate. Conversely, SHIP is state money and is not governed by 2 C.F.R. Part 200 at all; it is governed by Chapter 420, Part VII, Florida Statutes, Rule Chapter 67-37, F.A.C., and the City's Local Housing Assistance Plan. A single undifferentiated block of "grant requirements" would be wrong for two of the three current sources. The matrix exists so that each project carries only the requirements that actually apply to the money funding it.

7.3 Federal Flow-Down Provisions (Federally Funded Projects Only)

The following provisions are required by 2 C.F.R. Part 200, Appendix II, to be included in contracts made by a non-Federal entity under a federal award, "as applicable." Each provision below is self-executing according to the threshold stated in the middle column: a provision applies to a given project only if that project is federally funded and the stated threshold and conditions are met.

Threshold amounts are those in effect at the time of the procurement. The simplified acquisition threshold ("SAT") is established under 41 U.S.C. § 1908 and is adjusted periodically for inflation; it is $250,000 as of the date of this solicitation. The micro-purchase threshold is $10,000 as of the date of this solicitation. Procurement Services shall confirm the current amounts at the time of each procurement and shall apply the amounts then in effect.

	PROVISION AND SUBSTANCE OF THE OBLIGATION	APPLIES WHEN	AUTHORITY
A	Remedies for breach. The contract shall provide administrative, contractual, and legal remedies for breach, including sanctions and penalties as appropriate. Satisfied by Section 6.8 (termination), Section 6.16 (cumulative remedies), Section 2.13 (suspension and removal from the pool), and Exhibit A, Article 15 (liquidated damages). Federally funded work is delivered on Track A.	Federally funded and value exceeds the SAT	App. II(A)
B	Termination. The contract shall address termination for cause and for convenience, the manner of effecting it, and the basis for settlement. Satisfied by Section 6.8.	Federally funded and value exceeds $10,000	App. II(B)
C	Civil rights and nondiscrimination. The Contractor shall comply with all federal civil rights requirements applicable to the award, including Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act. Satisfied by Section 5.10. See the note below regarding Executive Order 11246.	**All federally funded projects**	42 U.S.C. § 2000d; 42 U.S.C. § 5309; 29 U.S.C. § 794; 42 U.S.C. § 3601 et seq.; 42 U.S.C. § 6101 et seq.
D	Davis-Bacon Act and Copeland Anti-Kickback Act. Wages shall be paid not less than the prevailing wages in the applicable wage determination; certified weekly payrolls shall be submitted; no deduction or rebate of wages is permitted. The applicable wage determination shall be attached to the solicitation and to the contract.	**Prime construction contract over $2,000, AND required by the federal program legislation. See Section 7.4 — generally NOT applicable to CDBG rehabilitation of residential property of fewer than 8 units.**	App. II(D); 40 U.S.C. §§ 3141–3148; 18 U.S.C. § 874; 29 C.F.R. Pts. 3, 5
E	Contract Work Hours and Safety Standards Act. Overtime at one and one-half times the basic rate for hours worked over forty in a workweek; no unsanitary, hazardous, or dangerous working conditions.	Federally funded, value exceeds $100,000, and the work involves the employment of mechanics or laborers	App. II(E); 40 U.S.C. §§ 3701–3708

	PROVISION AND SUBSTANCE OF THE OBLIGATION	APPLIES WHEN	AUTHORITY
F	Rights to inventions. Where the federal award meets the definition of a "funding agreement" and the contractor is a small business firm or nonprofit, the federal agency's rights in any resulting invention apply. Not expected to arise in residential trade work.	Funding agreement under 37 C.F.R. § 401.2(a)	App. II(F); 37 C.F.R. Pt. 401
G	Clean Air Act and Federal Water Pollution Control Act. The contractor shall comply with the applicable standards, orders, and regulations, and shall report violations to the awarding agency and the EPA regional office.	Federally funded and value exceeds $150,000	App. II(G); 42 U.S.C. §§ 7401–7671q; 33 U.S.C. §§ 1251–1387
H	Debarment and Suspension. No award may be made to a party listed on the government-wide exclusions in SAM. The contractor shall not enter into a lower-tier covered transaction with an excluded party and shall verify each subcontractor.	**All federally funded projects, at any value**	App. II(H); 2 C.F.R. Pt. 180; 2 C.F.R. § 180.220; E.O. 12549, 12689
I	Byrd Anti-Lobbying Amendment. The contractor shall file the required certification that it has not used and will not use federal appropriated funds to pay any person for influencing or attempting to influence a federal officer or employee in connection with the award, and shall disclose any lobbying with non-federal funds.	Federally funded and value exceeds $100,000	App. II(I); 31 U.S.C. § 1352
J	Procurement of recovered materials. For any item designated by the EPA in 40 C.F.R. Pt. 247, the contractor shall procure the item containing the highest practicable percentage of recovered material, 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 in the preceding fiscal year exceeded $10,000.	Federally funded, for designated items above the stated value	App. II(J); 2 C.F.R. § 200.323; 42 U.S.C. § 6962
K	Prohibition on covered telecommunications and video surveillance equipment. No federal funds may be obligated or expended to procure, obtain, extend, or renew a contract for equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component, or as critical technology, of any system. Satisfied by the certification in Section 5.5.	**All federally funded projects**	App. II(K); 2 C.F.R. § 200.216; Pub. L. 115-232 § 889
M	Bonding. For a construction or facility improvement contract exceeding the simplified acquisition threshold, the federal awarding agency may accept the City's bonding policy and requirements provided the agency has made a determination that the federal interest is adequately protected; otherwise a bid guarantee of five percent (5%), a performance bond for one hundred percent (100%) of the contract price, and a payment bond for one	Federally funded construction or facility improvement contract exceeding the SAT	2 C.F.R. § 200.326

	PROVISION AND SUBSTANCE OF THE OBLIGATION	APPLIES WHEN	AUTHORITY
	hundred percent (100%) of the contract price are required. Bonding required by a funding source will be stated in the applicable Funding Source Rider and on the face of the Project Quote Request. See Exhibit A, Article 4.		
L	Domestic preferences. To the greatest extent practicable and consistent with law, the contractor should provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in the United States, including iron, aluminum, steel, cement, and other manufactured products.	All federally funded projects, as practicable	App. II(L); 2 C.F.R. § 200.322

Determination: no Executive Order 11246 certification will be required, notwithstanding that 24 C.F.R. § 570.607(a) still cites it.

Executive Order 11246 was revoked by Executive Order 14173 on January 21, 2025, and the U.S. Department of Labor has rescinded the implementing regulations at 41 C.F.R. Chapter 60. The prior version of this solicitation required contractors to execute an Equal Opportunity clause certification under E.O. 11246 and 41 C.F.R. § 60-1.4(b).

HUD has not yet conformed its CDBG regulation. Section 570.607 of Title 24 remains on the books, last amended in 2020, and reads: "To the extent that they are otherwise applicable, grantees shall comply with: (a) Executive Order 11246, as amended... and the implementing regulations at 41 CFR chapter 60; and (b) Section 3 of the Housing and Urban Development Act of 1968... and implementing regulations at 24 CFR part 75."

The operative words are "To the extent that they are otherwise applicable." Because E.O. 11246 has been revoked and its implementing regulations rescinded, they are not otherwise applicable, and paragraph (a) has nothing left to attach to. Requiring a contractor to certify compliance with a revoked Executive Order and rescinded regulations would impose an obligation that does not exist and that no contractor could meaningfully make.

Paragraph (b) of Section 570.607 is unaffected. Section 3 of the Housing and Urban Development Act of 1968 and 24 C.F.R. Part 75 continue to apply, at the thresholds stated in Section 7.5 of this RFQ.

The nondiscrimination obligations that remain in force and that do apply to CDBG-assisted work are those listed at item (C) above — Title VI, Section 109 of the Housing and Community Development Act, Section 504, the Fair Housing Act, the Age Discrimination Act, and ADA Title II — together with 24 C.F.R. §§ 570.601 and 570.602. The substantive contract clause is Section 5.10 of this RFQ.

This determination is documented in the procurement file. Procurement Services will notify the HUD field office for the record and will ask whether HUD intends to conform Section 570.607. If HUD issues replacement clause language, or conforms the regulation, the requirement will be applied through the Project Quote Request and, where a funding source imposes it, through the applicable Funding Source Rider under Section 2.8.3 — without reissuing this solicitation.

Consideration of small, minority, women-owned, veteran-owned, and labor surplus area businesses. Under 2 C.F.R. § 200.321, when possible the recipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered. Such consideration means: (1) these business types are included on solicitation lists; (2) these business types are solicited whenever they are deemed eligible as potential sources; (3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) establishing delivery schedules that encourage participation by these business types; (5) utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) requiring a contractor under a federal award to apply this section to subcontracts.

Accordingly, on a federally funded project on which the Contractor lets subcontracts, the Contractor shall apply the six consideration elements above to its subcontracts. These are obligations of consideration and outreach. They do not create, and shall not be applied as, a preference, set-aside, quota, or evaluation advantage. See Section 3.3(e).

No geographic preference. As a matter of City and BBCRA policy, and consistent with 2 C.F.R. § 200.319(a) and (c), no local or geographic preference is applied in the evaluation of qualification packages or of project quotes, except where a federal statute expressly mandates or encourages it. Information about an Offeror's location within the City is collected under Section 3.3(e) for outreach reporting only and confers no advantage.

7.4 Davis-Bacon Applicability — Important Limitation

Determination: Davis-Bacon does not apply to CDBG-assisted rehabilitation of residential property containing fewer than eight units.

The statute is explicit. Section 110 of the Housing and Community Development Act of 1974, codified at 42 U.S.C. § 5310(a), requires payment of Davis-Bacon prevailing wages to laborers and mechanics employed on construction work financed in whole or in part with assistance under that chapter, followed by this proviso: "Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units."

The eight-unit test is a floor on applicability, not a discretionary exemption. It is stated in the statute itself, and no HUD waiver, approval, or determination is required for it to operate. The phrase "contains not less than 8 units" is the current statutory language, substituted for the former "is designed for residential use for eight or more families" by Section 523 of Public Law 100-242 (1988).

Every project contemplated by this solicitation is the repair or rehabilitation of an owner-occupied single-family or small multi-family residential property. Where the assisted property contains fewer than eight units, Davis-Bacon prevailing wage requirements, the HUD-4010 Federal Labor Standards Provisions, and certified weekly payroll reporting do not attach, and no wage determination will be issued with the Project Quote Request.

Davis-Bacon and the related federal labor standards WILL apply, and the current wage determination and HUD-4010 will be attached to the Project Quote Request and to the resulting Work Order, where a CDBG-assisted project involves rehabilitation of residential property containing eight (8) or more units, where the project is new construction rather than rehabilitation, or where prevailing wage requirements attach by the terms of a specific federal award or by an applicable Funding Source Rider.

This determination is made by the City on the face of the statute and is documented in the procurement file. Procurement Services will notify the HUD field office of the determination for the record. If HUD advises a contrary interpretation, the City will correct this Section by addendum before award, or before the affected project is solicited.

Effect on Exhibit E. The HUD and CDBG federal certification forms at Exhibit E, including the Davis-Bacon wage determination and HUD-4010, are required only for projects to which they apply under this Section and under Section 7.5. They are not required as part of a qualification package under this RFQ, and a firm is not required to have prior Davis-Bacon experience to be prequalified. Where a project triggers these requirements, the applicable forms will be attached to that project's Project Quote Request and completed as a condition of that award.

Documentation. The Community Development Department shall place in the program file, for each CDBG-assisted project, a record of the number of units contained in the assisted property and the resulting Davis-Bacon applicability determination under this Section. Where a property contains eight (8) or more units, the file shall document the wage determination issued and the certified payrolls received. This unit-count record is the documentation a HUD monitor or single audit will look for.

7.5 Section 3 Applicability

Section 3 of the Housing and Urban Development Act of 1968, as implemented at 24 C.F.R. Part 75, requires that employment, training, and contracting opportunities generated by certain HUD-assisted projects be directed to low- and very low-income persons and to business concerns that provide economic opportunities to them.

- For a CDBG-assisted housing rehabilitation, housing construction, or other public construction project, Section 3 attaches where the total amount of assistance to the project exceeds $200,000.
- Where the assistance derives from HUD Lead Hazard Control or Healthy Homes program funds, the threshold is $100,000.
- Below the applicable threshold, Section 3 does not attach and no Section 3 reporting is required of the Contractor.

Where Section 3 attaches to a project, the Project Quote Request will so state, will attach the Section 3 clause and the applicable reporting forms, and will identify the labor-hour benchmarks and the reporting the Contractor must provide. Contractors are encouraged, but are not required as a condition of prequalification, to employ Section 3 workers and to subcontract with Section 3 business concerns.

A firm that qualifies as a Section 3 business concern should so indicate on the Contractor Application (Exhibit D), for reporting and outreach purposes. No evaluation points are awarded for this status.

7.6 Environmental Review (CDBG)

For CDBG-assisted projects, the City must complete environmental review under 24 C.F.R. Part 58 before funds are committed and before any physical work begins. This is an obligation of the City, not of the Contractor. However, the Contractor shall not commence work on any CDBG-assisted project before receiving a written Notice to Proceed, which will not issue until environmental clearance has been obtained. Commencement of work before clearance can render the project ineligible for federal funding and may result in non-payment.

7.7 SHIP Program Requirements (State-Funded Projects)

The State Housing Initiatives Partnership program is state-funded and is not governed by 2 C.F.R. Part 200. SHIP-funded work is governed by Chapter 420, Part VII, Florida Statutes, Rule Chapter 67-37, Florida Administrative Code, and the City's adopted Local Housing Assistance Plan ("LHAP") as approved by the Florida Housing Finance Corporation.

REQUIREMENT	OBLIGATION AND WHO BEARS IT
Applicant income eligibility	Household income must be certified as eligible under the LHAP. This is a City obligation. The Contractor has no role in, and shall not inquire into, applicant income eligibility.
Maximum award per unit	The maximum SHIP subsidy per unit is established by the LHAP. The approved amount is stated in the Work Order and is a firm maximum unless increased by written Change Order supported by an amended award.
Affordability period and recapture	SHIP assistance is typically secured by a subordinate mortgage and note with an affordability period and recapture provisions. These run between the City and the property owner. They impose no obligation on the Contractor.
Set-aside and expenditure requirements	Statutory set-asides for homeownership and for construction and rehabilitation, and the deadlines for encumbrance and expenditure of SHIP funds, are obligations of the City. They are noted here for completeness because they affect project scheduling: the Contractor may be required to complete work within a schedule driven by a state expenditure deadline, and that schedule will be stated in the Work Order.
Construction standards	All work shall comply with the Florida Building Code, including wind mitigation and product approval requirements for opening protection, and with any rehabilitation standard adopted in the LHAP.

REQUIREMENT	OBLIGATION AND WHO BEARS IT
Lead-based paint	For any structure built before 1978, EPA Renovation, Repair and Painting requirements at 40 C.F.R. Part 745 apply, including firm certification and use of a certified renovator. This is a Contractor obligation.
Permits, inspections, and closeout	The Contractor shall obtain all permits, pass all required inspections, and deliver the complete close-out package required by Section 2.15 before final payment.
Records and audit	The Contractor shall maintain project records and grant access as set forth in Section 7.8.

No Davis-Bacon, no 2 C.F.R. Part 200, and no Section 3 obligations attach to SHIP-funded work by reason of the SHIP funding. Where a single project is funded from both CDBG and SHIP sources, the federal requirements attach to the project in accordance with Sections 7.3 through 7.6, and the Project Quote Request shall identify both sources and all applicable requirements.

7.8 Records Retention, Access, and Audit

The Contractor shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to work performed under this pool, and shall make them available for inspection, audit, and reproduction during normal business hours.

- For federally funded work, records shall be retained for not less than three (3) years from the date of submission of the final expenditure report for the award, in accordance with 2 C.F.R. § 200.334, or longer where required by 2 C.F.R. § 200.334(a) through (e) because of litigation, claim, or audit.
- For SHIP-funded work, records shall be retained for the period required by Rule Chapter 67-37, F.A.C., the LHAP, and applicable Florida records retention schedules.
- **For all work under this pool, the Contractor shall retain project records for not less than five (5) years after final payment,** which satisfies the longest of the applicable periods and avoids the need to determine the controlling period on a project-by-project basis.

The Contractor shall grant access to its records, and shall require its subcontractors to grant access, to the City, the BBCRA, the U.S. Department of Housing and Urban Development, the Florida Housing Finance Corporation, the Florida Auditor General, the Comptroller General of the United States, the Palm Beach County Inspector General, and the authorized representatives of each, together with the right to interview the Contractor's personnel.

Failure to maintain records, or to grant access, is a material breach and grounds for removal from the pool.

7.9 Cost and Price Reasonableness

For federally funded procurements exceeding the simplified acquisition threshold, including contract modifications, the City must perform a cost or price analysis, in accordance with 2 C.F.R. § 200.324. The Contractor shall provide, on request, the supporting cost or pricing data reasonably necessary for that analysis.

Prohibited contract types. The cost-plus-a-percentage-of-cost method and the percentage-of-construction-cost method of contracting shall not be used on any project under this pool. A quote submitted on either basis will be rejected. Time-and-materials pricing may be used only where the City determines no other contract type is suitable and only with a ceiling price that the Contractor exceeds at its own risk.

7.10 Conflict with This Section

Where any provision of this RFQ, of any exhibit, or of any project instrument conflicts with an applicable federal or state grant requirement, the grant requirement governs, as provided in Section 5.19. No act or omission of the Agencies waives any grant requirement.

EXHIBIT A

ADDITIONAL GENERAL CONDITIONS OF CONSTRUCTION

TRACK A — CITY-CONTRACTED WORK ONLY

Scope and application of this Exhibit — read this first.

These General Conditions apply ONLY to Track A work, meaning work for which the City of Boynton Beach is the contracting party, issued under a Work Order with a Purchase Order and Notice to Proceed.

These General Conditions DO NOT apply to Track B work. On Track B, the property owner contracts with the Contractor and the administering agency's sole obligation is to disburse the approved grant amount under the Direct-Payment Order at Exhibit C. The agency does not supervise, direct, control, inspect for quality, or accept Track B work, and nothing in this Exhibit shall be construed to impose on the agency any duty with respect to Track B work.

Terminology. Throughout this Exhibit, the instrument that describes the scope, price, and time for an individual Track A project is called a "Work Order." A prior version of this solicitation erroneously substituted the phrase "Grant Program Direct-Payment Order Form" for "Work Order" throughout this Exhibit, producing provisions that could not be read sensibly. Every such reference has been corrected to "Work Order." The Direct-Payment Order is a separate instrument, used only on Track B, and appears at Exhibit C.

These General Conditions are incorporated into and form a part of the contract documents for the Contractor Vendor Pool for Residential Home Repairs, RFQ No. 26-094Q, and govern the performance of the Work under any Work Order issued to a Pool Member.

Article 1 — Definitions

Terms defined in Section I of the RFQ apply equally to these General Conditions. "Work Order" means the instrument described in Section 1.1. "Contract Administrator" means the person designated under Section 1.1; the term "Contract Manager" is not used.

Article 2 — Contractor's Responsibilities

2.1 Supervision and construction procedures. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, and is solely responsible for construction means, methods, techniques, sequences, and procedures.

2.2 Labor and materials. The Contractor shall provide and pay for all labor, materials, equipment, tools, and facilities necessary for proper execution of the Work.

2.3 Taxes. The Contractor shall pay all applicable sales, consumer, use, and similar taxes, except that the City is exempt from Florida sales and use tax as provided in Section 5.4.

2.4 Permits, fees, and notices. The Contractor shall secure and pay for all permits, fees, and governmental notices necessary for proper execution of the Work, at no additional cost to the City.

2.5 Superintendence. The Contractor shall employ a competent superintendent who shall be present at the project site during performance of the Work. The superintendent shall be authorized to receive and act upon instructions from the Contract Administrator.

2.6 Progress schedule. The Contractor shall prepare and submit, for the City's information, a progress schedule for each Work Order, and shall revise it as the conditions of the Work require.

2.7 Documents at the site. The Contractor shall maintain at the site one record copy of all Work Order documents, in good order, available to the City.

2.8 Schedule of values. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocating the Work Order price among the various portions of the Work, in such form and detail as the City may reasonably require. The schedule of values, once approved, shall be used as a basis for reviewing Applications for Payment.

2.9 Occupied dwellings. Where the dwelling remains occupied during the Work, the Contractor shall maintain safe ingress and egress at all times, protect the occupant's personal property, restore water, power, and sanitary facilities at the end of each working day to the extent practicable, and give the occupant not less than twenty-four (24) hours' notice before any planned interruption of utilities.

2.10 Contractor's understanding. By submitting a quote and accepting a Work Order, the Contractor represents that it has, by careful examination, satisfied itself as to the nature and location of the Work, the character and quantity of the materials and labor required, and the conditions to be encountered, to the extent reasonably ascertainable from an inspection of the site and a review of the Work Order documents.

Article 3 — City's Responsibilities; Contract Administrator

The City shall furnish information reasonably required for the Work, designate a Contract Administrator, and make timely decisions regarding the Work.

The Contract Administrator identified in the Work Order is the City's representative during performance of the Work, with authority to interpret the contract documents, to inspect the Work, and to reject Work that does not conform to the contract documents. The Contract Administrator has no authority to direct extra work or to change the Work Order price or time except by written Change Order executed in accordance with Section 6.5.

Article 4 — Bonds

Bonding follows the City of Boynton Beach Purchasing Policy Manual and Section 255.05, Florida Statutes. The requirement, if any, will be stated on the face of the Project Quote Request and in the Work Order.

> **Bonding follows the Purchasing Policy and Section 255.05, Florida Statutes. No dollar thresholds are restated here.**
>
> The bond requirement for a given project is determined by the thresholds in the City of Boynton Beach Purchasing Policy Manual, as amended from time to time, and by Section 255.05, Florida Statutes. This Exhibit does not restate those amounts, so that a change to the Policy does not require an addendum to this solicitation.
>
> The requirement applicable to a project, if any, will be stated on the face of the Project Quote Request and in the Work Order. A Contractor should not assume a bond is or is not required; read the Project Quote Request.

WHEN A BOND IS REQUIRED	WHAT IS REQUIRED
Below the bid-bond threshold established by the Purchasing Policy	No bid, payment, or performance bond, unless the Project Quote Request and the Work Order expressly state otherwise. Where the Work Order price is $200,000 or less, the City elects the exemption available under Section 255.05(1)(d), Florida Statutes, which permits a city to exempt a contract of that size from the payment and performance bond.
At or above the bid-bond threshold established by the Purchasing Policy, but below the amount at which Section 255.05 requires a payment and performance bond	A bid bond, or bid security in the form of a certified check, cash, or bond, in the amount of five percent (5%) of the quote. Returned upon award and receipt of any construction bond required, or upon issuance of the Work Order where no construction bond is required.
At or above the amount at which Section 255.05, Florida Statutes, requires a payment and performance bond for a public work	A bid bond of five percent (5%), AND a Payment and Performance Bond, a Public Construction Bond, or an irrevocable letter of credit, in the amount of one hundred percent (100%) of the Work Order price. Submitted upon award, before the City issues a Notice to Proceed and Purchase Order.
Regardless of value	Where required by 2 C.F.R. § 200.326 for a federally funded construction or facility improvement contract exceeding the simplified acquisition threshold, where required by an applicable Funding Source Rider, or where the City determines that a bond is warranted by the size or complexity of the project.

Bond security is obtained by the Contractor at its own cost. The attorney-in-fact signing a bond shall file with the bond a certificate and an effective copy of the power of attorney, which may be provided electronically.

Where a payment and performance bond is required, the Contractor shall furnish a Public Construction Bond, or separate Performance and Payment Bonds each in an amount not less than the total Work Order price, on forms furnished or approved by the City, shall record the bond in the public records of Palm Beach County before commencing the Work, and shall provide the City with a certified copy of the recorded bond. No payment will be made to the Contractor until the recorded bond has been provided.

Where a bond is required, the Contractor agrees that the following language shall be expressly included in the bond: "The Surety expressly agrees to be bound by all terms and conditions relating to liquidated damages, delay, and time- or impact-related damages, and shall be bound by the warranty and guarantee obligations of the Principal."

To be acceptable, a surety company shall: hold a currently valid Certificate of Authority from the Florida Department of Financial Services authorizing it to write surety bonds in Florida; hold a valid Certificate of Authority issued by the United States Department of the Treasury under 31 U.S.C. §§ 9304–9308; be in full compliance with the Florida Insurance Code; hold at least twice the minimum surplus and capital required by the Florida Insurance Code; be rated not less than A- / Class V; and not expose itself to loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policyholders.

Where a Public Construction Bond or Performance and Payment Bonds are required, no payment shall be made to the Contractor until the bond has been furnished and recorded as required above.

For confirmation by the City Attorney before release.

Section 255.05 applies to a contract for the construction of a public building, the prosecution of a public work, or repairs upon a public building or public work. Track A work under this pool is the repair of privately owned, owner-occupied residential property. Please confirm whether Section 255.05 applies to such work at all, and whether the City wishes the election recited above to read "to the extent Section 255.05 applies."

Article 5 — Insurance

The Contractor shall procure and maintain the insurance described in Section 6.6, naming the City and, for work performed under any BBCRA-funded program, the BBCRA, as additional insureds on a primary and non-contributory basis.

Article 6 — Subcontractors

The Contractor shall identify proposed subcontractors as required by Section 1.13, shall use only properly licensed subcontractors, and remains fully responsible to the City for the acts and omissions of its subcontractors and their employees. Nothing in the contract documents creates any contractual relationship between the City and any subcontractor.

Article 7 — Changes in the Work

Changes in the Work shall be authorized only by a written Change Order signed by the City and the Contractor, as further described in Section 6.5. No course of conduct and no oral direction constitutes a waiver of this requirement or entitles the Contractor to additional compensation or time.

Article 8 — Uncovering and Correction of Work

The Contractor shall promptly correct Work rejected by the City as failing to conform to the contract documents, whether observed before or after Substantial Completion. The cost of correcting such Work, including additional testing and inspection and the cost of uncovering and replacement, is the Contractor's responsibility.

Article 9 — Protection of Persons and Property

The Contractor shall take reasonable precautions for the safety of, and provide reasonable protection to prevent damage, injury, or loss to, its employees, other persons, the Work, the property of the owner and occupant, and adjoining property, and shall comply with all applicable safety laws and regulations. The Contractor shall keep the site free of debris and, upon completion, remove all tools, equipment, and surplus materials. The City and its representatives shall at all times have access to the Work.

The Contractor is responsible for all loss arising from infringement of patents in connection with the Work.

Article 10 — Time

10.1 Progress and completion. Time limits stated in the Work Order are of the essence. The Contractor shall commence the Work on the date fixed by the Notice to Proceed and shall prosecute the Work diligently to completion within the Work Order time.

10.2 Extensions of time. A claim for an extension of time shall be made in accordance with Section 6.5, and shall be granted only for delays not within the Contractor's control and not reasonably avoidable.

Article 11 — Claims and Disputes

Claims by the Contractor arising out of the contract documents shall be submitted in writing to the Contract Administrator promptly after the event giving rise to the claim, and in no event later than the time limits set forth in Section 6.5. Failure to submit a timely written claim waives the claim. Pending resolution of a claim, the Contractor shall proceed diligently with the Work unless directed otherwise in writing.

Article 12 — Payments

12.1 Applications for Payment. The City shall pay the Contractor for Work performed under each Work Order at the lump sum or unit prices in the Contractor's accepted quote. The Contractor may submit an Application for Payment for Work completed at intervals of no more than once a month. All progress payments shall be based on the progress of the Work measured against the approved schedule of values.

12.2 Required attachments. The Contractor shall submit with each Application for Payment an updated progress schedule acceptable to the City, and a Warranty of Title and partial Release of Lien covering the Work that is the subject of the Application, together with releases from subcontractors and suppliers as the City may require.

12.3 Certificates for Payment. The Contract Administrator shall review each Application for Payment and certify the amount the Contract Administrator determines is properly due.

12.4 Progress payments. Before Substantial Completion, progress payments shall be made in an amount equal to ninety-five percent (95%) of the Work properly completed, less the aggregate of payments previously made and less any amount the City is entitled to withhold under Article 12.6 of this Exhibit.

12.5 Retainage. The City may withhold from each progress payment an amount not exceeding five percent (5%) of the payment as retainage. Retainage on a City construction services contract is governed by Section 218.735(8), Florida Statutes, and not by Sections 255.073 through 255.078, which by the definition at Section 255.072(5) do not apply to a local governmental entity. Where Section 218.735(8) does not apply to a project by reason of the value exclusion at Section 218.735(8)(f), retainage is governed by the Work Order and shall not exceed five percent (5%). Where the project is paid for in whole or in part with federal funds subject to federal requirements contrary to the Local Government Prompt Payment Act, Section 218.735(8)(e) applies and the federal requirement governs.

12.6 Withheld payments. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect itself from loss, on any of the following grounds:

- Defective Work or material that has not been remedied.
- Claims filed, or reasonable evidence indicating the probable filing of claims, by other parties against the Contractor arising from the Work.
- Failure of the Contractor to properly pay subcontractors for labor or materials, or to pay vendors and manufacturers for equipment, supplies, and materials.
- Damage to the City, to the property owner, or to another contractor that remains unresolved.
- Reasonable evidence that the Work cannot be completed for the unpaid balance of the Work Order price, or within the Work Order schedule.
- Repeated failure to carry out the Work in accordance with the contract documents.
- Default by the Contractor under any condition of the Work Order.
- Failure of the Contractor to submit any document or information required by the contract documents.
- Lapse of any insurance coverage required by Section 6.6.
- Entitlement of the City to liquidated damages, or to costs incurred for extended construction administration.

When the grounds for withholding are removed or resolved, or the Contractor provides a performance bond, surety bond, or consent of surety satisfactory to the City that protects the City to the same extent, payment shall be made for the amounts withheld.

12.7 Substantial Completion. Substantial Completion occurs when the Work, or a designated portion of it, is sufficiently complete that the property owner may occupy or use it for its intended purpose.

12.8 Punch list. Within thirty (30) calendar days after reaching the earlier of Substantial Completion or beneficial occupancy, the City and the Contractor shall jointly inspect the Work and develop a single list of items requiring completion or correction, together with the estimated cost to complete each item on the list, as required by Section 218.735(7), Florida Statutes. The process is as follows: the Contract Administrator prepares a draft list and a cost estimate for each item; the Contractor may submit a written response, including its own estimate for any item, within five (5) business days; the Contract Administrator then issues the final list with the estimated cost to complete each item. The final list shall be delivered to the Contractor not later than five (5) days after it has been developed and reviewed. The final contract completion date shall be at least thirty (30) days after delivery of the list. If the list is not delivered by the agreed date, the contract time shall be extended by the number of days the City exceeded that date, and damages shall not be assessed against the Contractor for failing to complete within the contract period as so extended.

12.9 Payment following punch list. Within twenty (20) business days after the list is created, the City shall pay the Contractor the remaining Work Order balance, including all retainage previously withheld, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list, as provided in Section 218.735(7)(e), Florida Statutes. Upon completion of all items on the list, the Contractor may submit a payment request for the amount withheld. Where a good faith dispute exists as to whether an item has been completed, the City may continue to withhold up to one hundred fifty percent (150%) of the total estimated cost to complete that item, as provided in Section 218.735(7)(f).

12.10 Close-out documentation. The Contractor shall submit all manufacturer warranties and registrations, operation manuals, signed permit cards, Building Department Certificates of Completion, final releases and waivers of lien, and an affidavit that all subcontractors and suppliers have been paid, as described in Section 2.15.

12.11 Final payment. Final payment shall be made following Final Completion and acceptance of the Work, receipt of all close-out documentation, and satisfaction of all Work Order requirements. Acceptance of final payment by the Contractor constitutes a waiver of all claims by the Contractor except those previously made in writing and identified as unsettled at the time of the final Application for Payment.

12.12 Prompt Payment Act. All payments under a Work Order are governed by the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. As required by Section 218.735(1), the Work Order shall identify the agent, employee, office, or facility to which the Contractor submits its payment request or invoice; where the Work Order does not, the City will provide that information in writing not later than ten (10) days after issuance of the Notice to Proceed. Submission to the identified recipient commences the statutory time periods for payment or rejection. If the City fails to pay an amount properly due, the Contractor's remedies are those provided by that Act and by applicable law.

Article 13 — Warranty and Guarantee

The Contractor's warranty obligations are those set forth in Section 2.14, which is the single controlling warranty provision for all work under this pool, on both tracks and under every program. The warranty period runs from the date of Final Completion, as defined in Section 1.1, of the entire Work under a Work Order, and not from the completion of component parts of the Work.

The Contractor shall promptly correct, at its own expense, any Work found to be defective within the applicable warranty period, and shall repair or replace any other work or property damaged in the course of that correction. A Contractor that fails to honor a warranty obligation is subject to Section 2.13(d).

Article 14 — Suspension and Termination

14.1 Suspension. The City may suspend the Work, in whole or in part, for its convenience, upon written notice to the Contractor. Where a suspension for the City's convenience extends beyond thirty (30) calendar days, the Contractor may request an equitable adjustment of the Work Order time and, where the Contractor demonstrates actual unavoidable cost, of the Work Order price.

14.2 Termination. The City may terminate a Work Order for cause or for convenience as set forth in Section 6.8. Where the Contractor's surety is directed or agrees to complete the Work following a termination for cause, all payments due after termination shall be made to the surety until the Work is complete.

Article 15 — Liquidated Damages

Time is of the essence. The City and the Contractor acknowledge that the City and the property owner will suffer loss if the Work is not completed within the Work Order time, and that the actual loss is difficult to determine with precision. Where the Work Order so provides, the Contractor shall pay the City liquidated damages for each calendar day of unexcused delay beyond the Work Order completion date.

The default schedule below applies to every Work Order. The Work Order may state a different daily amount where the circumstances of the project warrant, and may waive liquidated damages entirely by stating expressly that no liquidated damages will be assessed. Liquidated damages are waived only where the Work Order so states.

VALUE TIER	DEFAULT DAILY AMOUNT	BASIS
Tier 1	$50 per calendar day	Extended construction administration and inspection cost; disruption to the occupant.
Tier 2	$100 per calendar day	Extended construction administration; disruption to or displacement of the occupant; exposure to grant expenditure deadlines.
Tier 3	$250 per calendar day	Extended construction administration; temporary relocation cost; exposure to grant expenditure deadlines and to loss of grant funding.

The City may deduct liquidated damages from any payment then or thereafter due to the Contractor. If the liquidated damages exceed the amount remaining payable, the Contractor shall pay the difference to the City on demand. The parties agree that these amounts are not a penalty but are liquidated damages representing a reasonable estimate of the loss the City and the occupant will sustain.

For confirmation by the City Attorney before release.

The default liquidated damages schedule above replaces a blank in the prior version, which left the amount unstated in a document intended for public release. The amounts are offered as a starting point calibrated to project value and to the fact that these are occupied dwellings; they should be reviewed for reasonableness so that they remain enforceable as liquidated damages rather than as a penalty. If the City prefers not to assess liquidated damages on small residential projects, Article 15 may be deleted and the City's remedy limited to actual damages and termination for cause.

Article 16 — Construction Liens; Notice of Commencement

Track A work is performed on privately owned property. This Article addresses what follows from that.

Unlike most public construction, a Track A project improves privately owned, owner-occupied residential property. Chapter 713, Florida Statutes, therefore applies to the improvement, and the property owner's title is the interest exposed to a lien.

16.1 Notice of Commencement. Where the Work Order price exceeds the threshold at which a Notice of Commencement is required under Section 713.13, Florida Statutes, the Contractor shall prepare the Notice of Commencement for execution by the property owner, shall record it in the public records of Palm Beach County before commencing the Work, shall post a certified copy at the site, and shall furnish a recorded copy to the Contract Administrator. The Contractor shall not commence Work before the Notice of Commencement is recorded where recording is required.

16.2 Notice to Owner. The Contractor shall promptly furnish the Contract Administrator and the property owner with a copy of any Notice to Owner, notice of nonpayment, claim of lien, or similar instrument the Contractor receives or that is served in connection with the Work, within three (3) business days of receipt.

16.3 Duty to keep the property free of liens. The Contractor shall keep the property free of all construction liens arising from labor, services, or materials furnished by the Contractor or by any subcontractor or supplier of the Contractor. Where a lien is recorded against the property arising from the Work, the Contractor shall, within ten (10) business days after written notice, cause the lien to be satisfied, transferred to security, or otherwise removed from the property at its own expense. The City may withhold payment under Article 12.6 pending removal.

16.4 Releases. The Contractor shall furnish partial releases of lien with each Application for Payment and a final release and waiver of lien, together with releases from each subcontractor and supplier, as part of the close-out package required by Section 2.15.

16.5 No lien against public funds. Nothing in this Article creates any lien or claim against the City, the BBCRA, or any public funds. The Contractor's remedies against the City are those stated in this Exhibit and in the Local Government Prompt Payment Act.

For confirmation by the City Attorney before release. Please confirm the allocation of responsibility for preparing and recording the Notice of Commencement between the City as contracting party and the property owner as titleholder, and whether the City wishes the program to obtain an owner's acknowledgement of that allocation as part of the grant or rehabilitation agreement with the homeowner.

Article 17 — Miscellaneous

17.1 No waiver. No action or failure to act by the City constitutes a waiver of any right or duty under the contract documents, and no such action or failure to act constitutes approval of or acquiescence in any breach, except as may be specifically agreed in writing.

17.2 Severability. If any provision of these General Conditions is held invalid or unenforceable, the remaining provisions continue in full force and effect.

17.3 Survival. The obligations of the Contractor with respect to indemnification, warranty, insurance, public records, and records retention survive Final Completion and the expiration or termination of any Work Order.

EXHIBIT B

PART 1 — FORM OF LETTER OF PREQUALIFICATION

PART 2 — ACKNOWLEDGEMENT OF POOL TERMS AND GRANT COMPLIANCE AGREEMENT

PART 3 — FUNDING SOURCE RIDER TEMPLATE

ART 1 — FORM OF LETTER OF PREQUALIFICATION

(To be issued on joint letterhead following approval by both governing bodies)

[DATE]

[CONTRACTOR NAME]

[Attention: Authorized Representative]

[Street Address]

[City, State, ZIP]

RE: NOTICE OF PREQUALIFICATION — CONTRACTOR VENDOR POOL FOR RESIDENTIAL HOME REPAIRS, RFQ No. 26-094Q

Dear [Name]:

On behalf of the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency, we are pleased to advise you that your firm has been determined qualified for placement in the Contractor Vendor Pool for Residential Home Repairs established under RFQ No. 26-094Q.

The City Commission approved the pool on _____, 20____, by Resolution No. _____.
The BBCRA Board approved the pool on _____, 20____, by Resolution No. _____.
Your firm is prequalified in the following trade discipline(s) and value tier(s):

TRADE DISCIPLINE	VALUE TIER	ELIGIBLE TRACK	LICENSE / CERTIFICATION ON FILE

Effective date of prequalification: _____, 20____

Expiration of prequalification: _____, 20____ (coterminous with the pool term, subject to renewal)

Please read the following carefully. This letter is a notice of eligibility. It is not a contract and it does not award any work.

- This letter does not create a contract between your firm and the City or the BBCRA. It conveys no scope of work, no price, no term of performance, and no exclusivity.
- Neither agency represents or warrants that any project will be offered to the pool, or to your firm. Your firm is not entitled to any project, to any minimum volume of work, or to any payment by reason of this letter.
- You will be invited to submit competitive quotes on projects in your prequalified discipline(s) through the Project Quote Request process described in Section 2.7 of the RFQ. You are free to decline any project.
- A binding obligation arises only upon issuance of a fully executed Work Order, Purchase Order, and Notice to Proceed for City-contracted work, or upon a fully executed Direct-Payment Order for grant direct-payment work — and then only to the extent stated in that instrument.
- Your continued eligibility depends on maintaining current licenses, certifications, and insurance, and on the other conditions stated in Section 2.13 of the RFQ and in the Acknowledgement of Pool Terms your firm has signed.
- Your firm's obligations with respect to grant compliance, insurance, indemnification, public records, records retention, and the statutory certifications are set forth in the Acknowledgement of Pool Terms and Grant Compliance Agreement executed by your firm. That instrument takes effect on the date of this letter and remains in effect for so long as your firm is a member of the pool or has work in progress, whichever is later.

Please direct any question concerning the pool, the Project Quote Request process, or your firm's status to the Procurement Services representative identified on the cover page of RFQ No. 26-094Q.

We look forward to working with you to improve housing conditions and neighborhood vitality in Boynton Beach.

Sincerely,	Concurred,
_____	_____
Andrew Rozwadowski Director of Procurement Services City of Boynton Beach	[Name] Executive Director Boynton Beach Community Redevelopment Agency
Date: _____	Date: _____

Enclosures: Countersigned Acknowledgement of Pool Terms and Grant Compliance Agreement; current pool roster by trade discipline; Project Quote Request process summary.

cc: Community Development Department; BBCRA Program Administrator; City Attorney; Procurement file

PART 2 — ACKNOWLEDGEMENT OF POOL TERMS AND GRANT COMPLIANCE AGREEMENT

(Signed by the firm and submitted with its qualification package)

Purpose of this instrument.

This Acknowledgement is the binding instrument by which a Pool Member accepts the terms and the grant compliance obligations applicable to work under the Contractor Vendor Pool. It creates binding terms and conditions. It does not obligate either agency to offer any work, and it does not obligate the firm to accept any work.

This structure is used so that the contract provisions required by 2 C.F.R. § 200.327 and by applicable state grant rules are contained in a signed instrument, notwithstanding that the Letter of Prequalification is not itself a contract. Each individual Work Order and Direct-Payment Order restates the incorporation of these provisions.

CONTRACTOR / FIRM NAME:

_____

FEIN: _____ **TRADE DISCIPLINE(S) APPLIED FOR:**

_____

The undersigned firm ("Contractor"), in consideration of being considered for and admitted to the Contractor Vendor Pool for Residential Home Repairs established under RFQ No. 26-094Q by the City of Boynton Beach ("City") and the Boynton Beach Community Redevelopment Agency ("BBCRA"), agrees as follows.

1. Incorporation of the RFQ

The Contractor has read RFQ No. 26-094Q in its entirety, including all sections, exhibits, appendices, and addenda, and agrees that Sections I, II, V, VI, and VII of the RFQ, together with Exhibit A for Track A work and Exhibit C for Track B work, are incorporated into and made a part of this Acknowledgement as though fully set forth in it. The Contractor agrees to comply with all of them.

2. No Contract; No Guarantee of Work

The Contractor accepts Section 1.16 of the RFQ in full. The Contractor acknowledges and agrees that: admission to the pool creates no contract for the performance of work; a Letter of Prequalification conveys no scope, price, term, or exclusivity; neither agency has represented that any project will be offered; the Contractor is entitled to no project, no minimum volume of work, and no payment by reason of pool membership; a binding obligation arises only upon a fully executed project instrument; and removal, suspension, or inactive status under Section 2.13 is an administrative determination of eligibility and not the termination of a contract.

The Contractor waives any claim against either agency for lost profit, lost opportunity, reliance cost, or other damages arising from the number, size, or absence of projects offered to the pool, from the suspension or discontinuation of any program, or from a determination under Section 2.13 made in accordance with the process in Section 2.13.1.

3. Conditions of Continued Eligibility

The Contractor shall, at all times while a member of the pool:

- maintain in current and good standing every license and certification required for each trade discipline in which it is prequalified, as stated in the matrix at Section 2.4;
- maintain without interruption the insurance coverages and limits required by Section 6.6 for its highest approved value tier, naming the City and the BBCRA as additional insureds on a primary and non-contributory basis;
- notify Procurement Services in writing within three (3) business days of any change, cancellation, or non-renewal of required insurance;
- notify Procurement Services in writing within ten (10) business days of any change in ownership, control, qualifying agent, or licensure status, and of any disciplinary action, default, debarment, or suspension by any public entity;
- respond to Project Quote Requests, or submit a timely written declination, so as to remain in active status under Section 2.13(a);
- remain eligible under the SAM government-wide exclusions list, the Florida convicted vendor list, and the discriminatory vendor list; and
- comply with Section 2.13 in all respects.

3A. Termination for Convenience — Acknowledgement

The Contractor acknowledges and agrees, as required by Section 1.18 of the RFQ and by the City of Boynton Beach Purchasing Policy Manual, that the City and the BBCRA each have the right to terminate any Work Order, Purchase Order, or Direct-Payment Order for convenience in accordance with Section 6.8 of the RFQ, and that the Contractor will not pursue litigation against the City or the BBCRA by reason of a termination for convenience. The Contractor's remedy is payment for services properly rendered before the effective date of termination. The Contractor shall obtain the same acknowledgement from each subcontractor it engages on work under this pool and shall furnish copies to Procurement Services on request.

4. Indemnification and Insurance

The Contractor accepts and agrees to the indemnification obligation set forth in Section 6.3 of the RFQ, running to the City and to the BBCRA and to their respective commissioners, board members, officers, employees, volunteers, and agents, and agrees that the obligation survives the expiration or termination of pool membership and of any project instrument. The Contractor accepts the insurance obligations set forth in Section 6.6.

5. Grant Compliance — General

The Contractor acknowledges that work under this pool may be funded from federal, state, agency, or other grant sources, and that compliance obligations differ by source. The Contractor agrees that:

- the funding source and all applicable compliance requirements will be identified on the face of each Project Quote Request and in each project instrument;
- the Contractor is responsible for reviewing those requirements before submitting a quote, and may decline to quote on any project;
- by submitting a quote on a project, the Contractor agrees to comply with all compliance requirements identified for that project; and
- where any provision of the RFQ or of a project instrument conflicts with an applicable grant requirement, the grant requirement governs.

6. Federal Flow-Down Provisions

The Contractor agrees to comply with each provision set forth in the table at Section 7.3 of the RFQ, which sets out the provisions required by 2 C.F.R. Part 200, Appendix II. Each such provision is incorporated into this Acknowledgement and into every federally funded project instrument, and each applies to a given project according to the threshold and conditions stated for it in Section 7.3. **A provision does not apply to a project that is not federally funded, or that does not meet the stated threshold.**

Without limiting the foregoing, the Contractor specifically agrees to: the remedies and termination provisions of Sections 6.8, 6.16, and 2.13, and Exhibit A, Article 15; the federal civil rights and nondiscrimination requirements identified at Section 7.3(C), together with Section 5.10; Davis-Bacon and Copeland Anti-Kickback compliance where and only where those requirements attach under Section 7.4; the Contract Work Hours and Safety Standards Act above $100,000; Clean Air Act and Clean Water Act compliance above $150,000; debarment and suspension verification on every federally funded project; the Byrd Anti-Lobbying certification above $100,000; recovered materials procurement; the prohibition on covered telecommunications equipment; and domestic preferences to the greatest extent practicable.

On any federally funded project on which the Contractor lets subcontracts, the Contractor shall apply the six consideration elements of 2 C.F.R. § 200.321 set out in Section 7.3 — which reach small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms — and shall flow the applicable Appendix II provisions down to its subcontractors at every tier.

7. State Grant Requirements (SHIP)

For work funded by the State Housing Initiatives Partnership program, the Contractor agrees to comply with the obligations identified as Contractor obligations in the table at Section 7.7, including compliance with the Florida Building Code and applicable rehabilitation standards, EPA lead-safe requirements for pre-1978 structures, permitting and inspection, delivery of the closeout package, and records retention. The Contractor acknowledges that project schedules may be driven by state expenditure deadlines and agrees to perform within the schedule stated in the Work Order.

8. BBCRA-Funded Work

For work funded by BBCRA tax increment revenue, the Contractor acknowledges that the work is delivered on Track B unless the Project Quote Request states otherwise; that the Contractor's contract for the improvements is with the property owner and not with the BBCRA; that the BBCRA's sole obligation is to disburse the approved grant amount on the conditions stated in the Direct-Payment Order, subject to appropriation; that the approved grant amount is a firm maximum; and that the Contractor shall look solely to the property owner for any amount above the approved grant amount.

9. Funding Source Riders — Advance Agreement

This provision is what allows the pool to be used for grants that do not yet exist.

The Contractor agrees that the Agencies may, from time to time, issue a numbered Funding Source Rider under Section 2.8.3 of the RFQ stating the compliance requirements applicable to a funding source not addressed in Section VII, together with the threshold at which each requirement attaches.

The Contractor agrees that, by submitting a quote on a project for which a Funding Source Rider is identified and attached to the Project Quote Request, the Contractor accepts and agrees to comply with that Rider, and that the Rider is thereby incorporated into the resulting project instrument without the need for any further amendment of this Acknowledgement or reissuance of the RFQ.

The Contractor is never obligated to quote on a project governed by a Rider. Declining to quote on a Rider-governed project, with written notice, does not affect the Contractor's active status under Section 2.13(a).

10. Public Records

The Contractor agrees to comply with Section 5.11 of the RFQ and with Section 119.0701, Florida Statutes. Specifically, the Contractor shall keep and maintain public records required to perform the service; upon request from the custodian of public records, provide a copy of the requested records or allow them to be inspected or copied within a reasonable time and at a cost not exceeding that provided by Chapter 119, Florida Statutes; ensure that records exempt or confidential and exempt from disclosure are not disclosed except as authorized by law for the duration of the contract term and following completion until the records are transferred; and, upon completion, transfer to the Agencies at no cost all public records in the Contractor's possession, or keep and maintain those records as required by law, providing electronically stored records in a format compatible with the Agencies' information technology systems and destroying any duplicate exempt or confidential records.

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'S OFFICE, 100 EAST OCEAN AVENUE, BOYNTON BEACH, FLORIDA 33435; (561) 742-6060; CityClerk@bbfl.us.

Failure to comply with this Section is a material breach for which the Agencies may exercise all available remedies, including termination for cause.

11. Records Retention and Audit Access

The Contractor agrees to the records retention and access obligations of Section 7.8, including retention of project records for not less than five (5) years after final payment, and agrees to grant access to its records and personnel, and to require its subcontractors to grant access, to the City, the BBCRA, the U.S. Department of Housing and Urban Development, the Florida Housing Finance Corporation, the Florida Auditor General, the Comptroller General of the United States, the Palm Beach County Inspector General, and their authorized representatives.

12. Statutory Certifications

The Contractor certifies compliance with, and agrees to maintain compliance with, each requirement set out in Section 5.5 of the RFQ, including E-Verify under Section 448.095, Florida Statutes; the anti-human trafficking attestation under Section 787.06(13), Florida Statutes; the entities of foreign concern certification under Section 287.138, Florida Statutes, where applicable; the drug-free workplace program described in Section 5.5; the prohibited telecommunications equipment certification; the

public entity crimes provision of Section 287.133, Florida Statutes; and the scrutinized companies certifications under Sections 215.4725, 215.473, and 287.135, Florida Statutes. The Contractor has submitted, or submits herewith, each affidavit required by Section 1.6, in the forms at Exhibit F.

The Contractor shall obtain and retain an affidavit from each subcontractor attesting to the subcontractor's E-Verify compliance, and shall provide copies on request.

13. Independent Contractor; No Agency

The Contractor is an independent contractor. Nothing in this Acknowledgement, in any Letter of Prequalification, or in any project instrument creates an employment, agency, partnership, or joint venture relationship between the Contractor and either agency, or between either agency and any property owner or subcontractor. The Contractor is solely responsible for its employees, its means and methods, and its compliance with all applicable law.

14. Sovereign Immunity

Nothing in this Acknowledgement waives, limits, or extends the rights, privileges, defenses, protections, or limitations of liability available to the City or to the BBCRA under the common law or under Section 768.28, Florida Statutes, as amended. Each agency expressly reserves those rights and limitations in full, separately and independently of the other. Neither agency assumes any liability for the acts, omissions, or obligations of the other.

15. Assignment

This Acknowledgement, and the prequalification to which it relates, are personal to the Contractor and are not assignable or transferable, including by sale of the business or change of control, without a new application in accordance with Section 2.13(m).

16. Governing Law; Venue

This Acknowledgement is governed by the laws of the State of Florida. Venue for any action arising from it lies in Palm Beach County, Florida.

17. Term; Revocation; Survival

This Acknowledgement is signed and submitted with the Contractor's qualification package, but takes effect only on the date the Agencies issue the Contractor's Letter of Prequalification. It has no effect, and imposes no obligation on the Contractor, if the Contractor is not admitted to the pool. Once effective, it remains in effect for so long as the Contractor is a member of the pool, including any renewal or holdover of the pool term, or has work in progress under any project instrument, whichever is later.

The Contractor may withdraw from the pool at any time by written notice to Procurement Services, provided that withdrawal does not relieve the Contractor of any obligation under a project instrument already issued, or of any obligation that survives under this Section.

The obligations of the Contractor with respect to indemnification, insurance, warranty, grant compliance, public records, and records retention survive the expiration or termination of pool membership.

18. Entire Understanding as to Pool Terms

This Acknowledgement, together with the RFQ and any addenda incorporated by Section 1, constitutes the entire understanding of the parties with respect to the terms of pool membership, and supersedes

any prior or contemporaneous representation on that subject. It does not, and is not intended to, state the terms of any individual project; those are stated in the applicable project instrument.

The undersigned represents that he or she is authorized to execute this Acknowledgement on behalf of the Contractor and to bind the Contractor to its terms.

CONTRACTOR	ACCEPTED AND ACKNOWLEDGED
_____ Signature _____ Printed name and title _____ Firm name Date: _____	_____ Andrew Rozwadowski Director of Procurement Services City of Boynton Beach _____ Executive Director Boynton Beach CRA Date: _____

Approved as to form and legal sufficiency: _____ Date: _____

Shawna G. Lamb, City Attorney

PART 3 — FUNDING SOURCE RIDER (TEMPLATE)

Used to add a funding source to the pool without reissuing the RFQ. See Section 2.8.3.

CONTRACTOR VENDOR POOL FOR RESIDENTIAL HOME REPAIRS — RFQ No. 26-094Q

FUNDING SOURCE RIDER NO. _____

ITEM	ENTRY
Rider number and date issued	
Awarding agency	
Program name	
Federal award identification number (FAIN) or state contract number	
Assistance Listings (CFDA) number, if federal	
Is this a federal award subject to 2 C.F.R. Part 200?	Yes / No
Administering agency (City or BBCRA)	
Applicable delivery track (A or B)	
Trade disciplines to which this Rider may apply	
Period during which this Rider applies	

A. Compliance Requirements and Thresholds

State each requirement that flows down to the Contractor and the threshold at which it attaches. A requirement not listed does not attach by reason of this funding source.

REQUIREMENT	THRESHOLD / CONDITION	AUTHORITY

REQUIREMENT	THRESHOLD / CONDITION	AUTHORITY

B. Wage, Payroll, and Reporting Obligations

State any prevailing wage determination, certified payroll, labor standards, or reporting obligation, and attach the applicable wage determination and forms. If none, state "None."

_____

__

_____

__

C. Procurement Method Variations

State any procurement method this funding source requires that differs from the Project Quote Request process in Section 2.7 of the RFQ, including any different quote count, advertising, or cost analysis requirement. If none, state "None."

_____

__

_____

__

D. Additional Certifications, Affidavits, or Registrations

List any certification, affidavit, registration, or system enrollment the Contractor must provide in order to be awarded a project funded from this source. If none, state "None."

_____

__

_____

__

E. Records Retention

State the records retention period required by this funding source. Where it exceeds five (5) years after final payment, that longer period governs.

_____

__

Effect of this Rider. This Rider will be identified on the face of, and attached to, each Project Quote Request to which it applies. By submitting a quote on a project for which this Rider is identified, the Contractor accepts and agrees to comply with it, in accordance with Section 9 of the Acknowledgement of Pool Terms and Grant Compliance Agreement. This Rider is thereby incorporated into the resulting project instrument. No amendment of the Acknowledgement, and no reissuance of RFQ No. 26-094Q, is required.

ISSUED BY:	REVIEWED — GRANT COMPLIANCE:
_____ Director of Procurement Services City of Boynton Beach Date: _____	_____ Community Development Department or BBCRA Program Administrator Date: _____

Approved as to form and legal sufficiency: _____ Date: _____

EXHIBIT C

GRANT PROGRAM DIRECT-PAYMENT ORDER

TRACK B — GRANT DIRECT-PAYMENT WORK ONLY

Scope and application of this Exhibit.

This instrument is used ONLY on Track B, where the property owner contracts with the Contractor and the administering agency disburses grant proceeds. It is a three-party instrument: property owner, Contractor, and the City or the BBCRA.

It is NOT used on Track A. On Track A the City is the contracting party and the governing instruments are the Work Order, Purchase Order, and Notice to Proceed, together with Exhibit A.

A prior version of this solicitation used the phrase "Grant Program Direct-Payment Order Form" in place of "Work Order" throughout Exhibits A and B. That substitution has been corrected. This instrument is referred to throughout the RFQ as the "Direct-Payment Order."

GRANT PROGRAM DIRECT-PAYMENT ORDER No. _____

ITEM	ENTRY
Administering agency	City of Boynton Beach / Boynton Beach Community Redevelopment Agency (circle one)
Program	
Funding source	
Applicable Funding Source Rider No. (if any)	
RFQ / Pool reference	RFQ No. 26-094Q — Contractor Vendor Pool for Residential Home Repairs

1. Parties and Property

Property Owner (Grantee): _____

Property Address: _____

Prequalified Contractor: _____

Contractor License No.: _____ Trade Discipline: _____

Letter of Prequalification dated: _____ Value Tier: _____

For Track B, value tier is determined by the total Improvement Contract amount stated in Section 3 below, not by the approved grant amount. See Section 2.4.1 of the RFQ.

Agency verification (to be completed by staff): The Contractor named above is an active member of the Contractor Vendor Pool in the trade discipline stated, its licenses and insurance are current, and the Contractor has been verified as not excluded on the SAM government-wide exclusions list as of _____. Verified by: _____

2. Underlying Improvement Contract

This Order references a contract for improvements dated _____ between the Property Owner and the Contractor (the "Improvement Contract"), a complete copy of which the Property Owner has provided to the administering agency and which is incorporated by reference for the limited purpose of identifying the approved scope and the contract amount. The administering agency is not a party to the Improvement Contract.

3. Scope and Amount

Scope of approved work: _____

_____

Total Improvement Contract amount: $ _____

Approved grant amount (not-to-exceed): $ _____

Property Owner's share (Improvement Contract amount less approved grant amount): $ _____

The approved grant amount is a firm maximum. The administering agency will not pay any amount exceeding it. Any cost above the approved grant amount is the sole responsibility of the Property Owner, and the Contractor shall look solely to the Property Owner for it.

4. Direct-Payment Authorization and Assignment

The Property Owner authorizes and directs the administering agency to pay the approved grant amount directly to the Contractor on the Property Owner's behalf, and assigns to the Contractor the right to receive that payment. This authorization is irrevocable except with the written consent of all three parties, and survives any dispute between the Property Owner and the Contractor to the extent of work actually completed and documented in accordance with Section 5.

5. Conditions to Payment

The administering agency's obligation to disburse arises only after it receives all of the following:

- (a) the Property Owner's written acceptance of the completed work or, where the Property Owner fails or refuses to provide written acceptance, the agency's determination, based solely on the documentation and photographs submitted under this Section, that the documentation required for grant disbursement has been received. Such a determination is made for grant-administration purposes only. It is not an acceptance of the work, not a determination of the quality or sufficiency of the work, and creates no duty of care to the Property Owner, the Contractor, or any other person;
- (b) evidence of all required permits and of passed final inspection(s), where a permit applies;
- (c) the Contractor's final release and waiver of lien, and an affidavit that all subcontractors and suppliers have been paid in full;
- (d) the Contractor's invoice, conforming to the Improvement Contract and to this Order;
- (e) photographic or inspection documentation of completion, including before and after photographs of each approved scope item; and
- (f) all manufacturer warranties and registrations applicable to materials or equipment installed, issued in the Property Owner's name.

Phased work and progress payments. Progress payments are permitted only where this Section is completed at execution. Check one:

SELECT	PAYMENT STRUCTURE
☐	Single payment upon final completion and satisfaction of conditions (a) through (f) above. This is the default.
☐	Phased payments as follows: _____% upon completion of _____; _____% upon completion of _____; with the remaining _____% released upon final completion and satisfaction of conditions (a) through (f). Each progress payment requires the Property Owner's written approval of the milestone and a partial release of lien for the work covered.

Satisfaction of these conditions does not obligate payment if the administering agency reasonably determines that grant requirements have not been met, that the scope completed differs materially from the approved scope, or that public funds may be improperly expended.

Time for disbursement. The administering agency will disburse the approved grant amount within twenty (20) business days after all conditions in this Section are satisfied and appropriated funds are available. Where the agency determines that a condition is not satisfied, it will notify the Property Owner and the Contractor in writing within ten (10) business days, specifying what remains outstanding.

6. Agency's Sole Obligation; Appropriation

The administering agency's sole obligation under this Order is to disburse the approved grant amount, subject to the conditions above and to the availability of appropriated funds. The agency has no other duty or liability to the Property Owner, to the Contractor, or to any subcontractor, supplier, or third party. This Order is subject to Section 6.11 of the RFQ (non-appropriation).

7. Disclaimers

The administering agency does not supervise, direct, control, inspect for quality, or accept the work. Any inspection, review, or site visit performed by the agency is solely to verify eligibility for grant payment and compliance with program requirements, and creates no duty of care to the Property Owner, the Contractor, or any other person. The agency makes no representation or warranty as to the Contractor, the workmanship, the materials, the sufficiency of the Improvement Contract, or the fitness of the completed work for any purpose. Admission to the Contractor Vendor Pool is a determination of eligibility to quote and is not a recommendation, endorsement, or guarantee of the Contractor.

Nothing in this Order constitutes, and it shall not be construed as, a waiver of the sovereign immunity of the City of Boynton Beach or of the Boynton Beach Community Redevelopment Agency, or of any of the privileges, protections, defenses, or limitations of liability available to either under the common law or under Section 768.28, Florida Statutes, as amended.

8. Independent Contractor; No Agency

The Contractor is an independent contractor of the Property Owner. Nothing in this Order creates an employment, agency, partnership, or joint-venture relationship between the administering agency and the Contractor, or between the administering agency and the Property Owner.

9. Contractor Acknowledgements

By signing, the Contractor agrees that:

- payment of the approved grant amount is accepted as full satisfaction of that portion of the amount billed for the approved scope;

- it waives any claim against the administering agency beyond the approved grant amount;
- it will look solely to the Property Owner for any amount above the approved grant amount;
- it remains bound by its Acknowledgement of Pool Terms and Grant Compliance Agreement, including the grant compliance obligations applicable to the funding source identified above and to any Funding Source Rider identified above;
- it will honor the warranty obligations stated in Section 2.14 of the RFQ, running to the Property Owner, and will deliver the close-out package required by Section 2.15 of the RFQ with all warranty documentation registered in the Property Owner's name; and
- it will perform no work outside the approved scope in expectation of grant payment, and understands that unapproved work will not be paid from grant funds.

10. Public Records

The documents submitted under this Order are subject to Chapter 119, Florida Statutes. The Contractor's obligations under Section 119.0701, Florida Statutes, are as set forth in Section 5.11 of the RFQ and in its Acknowledgement of Pool Terms.

11. Miscellaneous

(a) This Order does not modify the grant agreement between the administering agency and the Property Owner, the Improvement Contract, or the Contractor's prequalification, except solely with respect to the authorization of payment.

(b) Except as expressly stated with respect to the payment of grant proceeds, this Order creates no third-party beneficiary rights against the administering agency.

(c) This Order is governed by the laws of the State of Florida, with venue in Palm Beach County.

(d) This Order may be amended only in a writing signed by all three parties. No amendment shall increase the approved grant amount without evidence of an amended grant award and available appropriation.

PROPERTY OWNER	CONTRACTOR	ADMINISTERING AGENCY
_____ Signature	_____ Signature	_____ Authorized Representative
_____ Printed name	_____ Printed name and title	_____ Printed name and title
Date: _____	Date: _____	Date: _____
Approved as to form and legal sufficiency: _____ Date: _____		

EXHIBIT D

CONTRACTOR APPLICATION

This exhibit did not exist in the prior version of the solicitation.

The prior version listed Exhibit D in its table of contents and required a "Completed Contractor Application (Exhibit D) including all forms" as a mandatory submittal, but no such exhibit was attached. That omission alone would have required a mandatory addendum or exposed the solicitation to protest. The form below has been created to satisfy the requirement.

Complete every part. Attach additional sheets where space is insufficient, clearly labeled with the part number. An incomplete application may be determined non-responsive.

Part 1 — Firm Information

ITEM	ENTRY
Legal name of firm	
Doing business as (if different)	
Federal Employer Identification Number	
Form of organization	Sole proprietorship / Partnership / LLC / Corporation / Joint venture (circle one)
State and date of organization	
Florida Division of Corporations document number	
Physical address	
Mailing address (if different)	
Telephone / after-hours emergency telephone	
Email address for solicitations and notices	
Website	
Name and title of person authorized to contractually bind the firm	
Direct telephone and email for that person	
Number of years in business under the current name	
Number of years performing the trade discipline(s) applied for	

ITEM	ENTRY
Number of full-time employees / field employees	
bids&tenders vendor account registered?	Yes / No

Part 2 — Trade Disciplines and Value Tiers Requested

Indicate every trade discipline for which the firm applies and the value tier requested for each. Refer to the matrix at Section 2.4 and the tier definitions at Section 2.4.1.

You do not have to request the ceiling tier for a discipline. The matrix states the highest tier available in each discipline. Request the tier that matches the size of work you want, and submit only that tier's financial documentation under Section 3.3(b). You may request an upgrade at any time during the term under Section 4.11.3.

TRADE DISCIPLINE	APPLYING? (Y/N)	TIER REQUESTED (1/2/3)	YEARS OF EXPERIENCE
General Contracting — Residential Rehabilitation			
Roofing			
Electrical			
Plumbing			
HVAC / Mechanical			
Windows and Exterior Doors			
Garage Doors			
Concrete, Asphalt, and Pavers			
Fencing			
Fence Staining			
Painting — Exterior			
Pressure Cleaning / Power Washing			
Landscaping and Tree Trimming			
Plant and Nursery Supply			
Site Triangle and Sight Line Clearing			

Part 3 — Licenses and Certifications

List every license and certification held that is relevant to the disciplines applied for. Attach a legible copy of each.

LICENSE / CERTIFICATION TYPE	ISSUING AUTHORITY	NUMBER	EXPIRATION DATE

REQUIRED WHERE APPLICABLE	RESPONSE
EPA Lead-Safe Certified Firm — certification number and expiration (required for any work disturbing paint on a pre-1978 structure)	
EPA Certified Renovator(s) on staff — name(s) and certification number(s)	
ISA Certified Arborist on staff or under subcontract — name and certification number (required for tree work, 6-inch DBH or greater)	
FDOT-approved Maintenance of Traffic certification — holder and number (required for right-of-way work)	
EPA Section 608 technician certification — holder and number (required for refrigerant handling)	
FDACS Nursery Certificate of Registration number (plant and nursery supply only)	
Palm Beach County Local Business Tax Receipt number	
City of Boynton Beach Business Tax Receipt number (required before the Letter of Prequalification issues)	

Part 4 — Ownership and Control

List every person or entity holding a ten percent (10%) or greater ownership interest in the firm.

NAME	TITLE / ROLE	PERCENT OWNED	YEARS WITH FIRM

Qualifying agent for licensure purposes: _____

Does any City of Boynton Beach or BBCRA employee, or a relative of such an employee, own directly or indirectly a ten percent (10%) or greater interest in the firm or any of its branches? Yes ☐ No ☐

If yes, identify the person and the relationship:

_____

Part 5 — Insurance

COVERAGE	CARRIER	LIMITS	POLICY EXPIRATION
Commercial General Liability			
Automobile Liability			
Workers' Compensation			
Excess / Umbrella (Tier 3 only)			
Professional Liability (see Section 6.6)			

If claiming a State of Florida workers' compensation exemption, attach the exemption certificate and state the basis: _____

Professional Liability. Check one: ☐ The firm carries Professional Liability coverage as shown above. ☐ The firm performs no design, engineering, architectural, land surveying, or other professional service in connection with the Work, subcontracts none, and prepares or certifies no drawing, specification, calculation, or product-approval submittal, and therefore certifies under Section 6.6 that the coverage is not required. The firm will notify Procurement Services in writing before that fact changes.

Insurance agent name, telephone, and email: _____

Part 6 — Key Personnel

Identify the personnel who will perform or supervise the work. Attach résumés or summaries of qualifications.

NAME	ROLE	LICENSES / CERTIFICATIONS	YEARS OF RELEVANT EXPERIENCE

NAME	ROLE	LICENSES / CERTIFICATIONS	YEARS OF RELEVANT EXPERIENCE

Part 7 — Capacity

ITEM	RESPONSE
Number of field crews the firm can deploy concurrently	
Maximum number of concurrent projects the firm can carry	
Typical mobilization time from Notice to Proceed	
Total dollar value of work currently under contract	
Largest single project completed in the past three years (value and description)	
Do you own the equipment necessary for the disciplines applied for, or do you rent or subcontract?	
Do you have experience working in occupied dwellings?	Yes / No
Do you have experience with publicly funded or grant-funded residential programs? (Preferred but not required)	Yes / No
Do you have experience with certified payroll or Davis-Bacon compliance? (Not required)	Yes / No

Part 8 — References

Provide a minimum of three (3) and a maximum of five (5) references meeting the requirements of Section 3.3(d). Reproduce this block for each reference.

ITEM	ENTRY
Client / owner name	
Owner's representative name and title	
Address	
Telephone and email	
Project name and location	
Description of scope of work	
Your firm's role (prime / subcontractor / supplier)	
Date completed (or anticipated) and present status	
Original contract value / final contract value	
Number and total value of approved change orders	
Reason for any change order exceeding 10% of original value	
Completed within original schedule? If not, why	

Part 9 — Financial Capacity

Indicate the tier of financial documentation submitted, per Section 3.3(b). Submit only the tier applicable to the highest value tier requested. Tiers are defined by reference to the thresholds in the City's Purchasing Policy Manual; see Section 2.4.1.

SELECT	DOCUMENTATION SUBMITTED
☐	Tier 1 — two years of federal income tax returns, or internally prepared and signed balance sheet and income statement for two fiscal years; plus one bank or supplier letter, or evidence of credit sufficient to carry a single Tier 1 project to completion pending payment.
☐	Tier 2 — two years of federal income tax returns; plus signed balance sheet and income statement for two fiscal years; plus a letter evidencing available credit or capacity sufficient to carry a single Tier 2 project to completion pending payment.
☐	Tier 3 — CPA-prepared (compiled, reviewed, or audited) financial statements for two fiscal years including balance sheet, income statement, statement of cash flows, and statement of changes in equity, with the independent auditor's report where audited statements are obtained in the ordinary course; plus a surety letter evidencing bonding capacity or equivalent evidence of capacity.

Bonding: surety company _____ single-project capacity $_____ aggregate capacity $_____

Part 10 — Required Disclosures

Answer every question. A "yes" answer does not automatically disqualify the firm; failure to disclose will.

QUESTION	YES / NO
Has the firm, or any principal of the firm, filed for or been subject to a bankruptcy proceeding within the past seven (7) years?	
Has the firm been the subject of a final disciplinary action by the Florida DBPR or the Palm Beach County Construction Industry Licensing Board within the past twenty-four (24) months?	
Does the firm have any pending disciplinary or licensing complaint before either body?	
Has the firm defaulted on, been terminated for cause from, or failed to complete any contract within the past five (5) years?	
Has the firm been removed, suspended, or debarred from any public entity's vendor or prequalification list?	
Is the firm, or any principal, currently listed on the SAM government-wide exclusions list, the Florida convicted vendor list, or the discriminatory vendor list?	
Has the firm, or any principal, been convicted of a public entity crime as defined in Section 287.133, Florida Statutes?	
Is there any unresolved City of Boynton Beach code compliance lien arising from work performed by the firm?	
Is there any final judgment against the firm for breach of a construction contract?	
Is the firm currently a party to any litigation or arbitration arising from construction work?	
Is the firm in arrears to the City of Boynton Beach or the BBCRA on any debt or contract?	
Does the firm use any covered telecommunications equipment or service as a substantial or essential component of any system, or as critical technology, as those terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26?	

For each "yes" answer, attach a full written explanation identifying the matter, the date, the disposition or current status, and any corrective action taken.

Part 11 — Business Status Reporting (No Evaluation Points Awarded)

This information is collected for federal consideration and reporting purposes only, in accordance with Section 3.3(e) and 2 C.F.R. § 200.321. Reporting is requested but is not a condition of prequalification, and declining to report will not affect the firm's score. Location within the City is collected for reporting only and confers no preference.

STATUS	YES / NO	CERTIFYING ENTITY AND NUMBER
Certified Minority Business Enterprise (Florida Small and Minority Business Assistance Act)		
Certified Women's Business Enterprise		
Small business		
Labor surplus area firm		
Section 3 business concern (24 C.F.R. Pt. 75)		
Veteran-owned business		
Located within the City of Boynton Beach		

Part 12 — Proposed Subcontractors

Identify each subcontractor the firm proposes to use. Also complete the "Schedule of Subcontractors" form in the e-procurement system.

SUBCONTRACTOR NAME	TRADE / SCOPE	LICENSE NUMBER	CONTACT

Part 13 — Certification

The undersigned certifies, under penalty of perjury, that:

- all information provided in this application and in the accompanying qualification package is true, complete, and correct;
- the undersigned is authorized to submit this application and to bind the firm;
- the firm holds every license and certification represented in Part 3, current and in good standing;
- the firm has read RFQ No. 26-094Q in its entirety, including all addenda, and has executed the Acknowledgement of Pool Terms and Grant Compliance Agreement at Exhibit B, Part 2;
- the firm understands that admission to the pool creates no contract and guarantees no work, as set forth in Section 1.16; and
- the firm understands that a material misrepresentation or omission in this application is grounds for disqualification or for removal from the pool.

_____ Signature _____ Printed name and title _____ Firm name Date: _____	STATE OF FLORIDA, COUNTY OF _____ Sworn to and subscribed before me by means of ☐ physical presence ☐ online notarization, this _____ day of _____, 20____. _____ Notary Public — State of Florida Name: _____ Commission No.: _____

EXHIBIT E

HUD / CDBG FEDERAL CERTIFICATION FORMS

APPLICABILITY LIMITED — SEE SECTIONS 7.4 AND 7.5

These forms are NOT part of a qualification package and are NOT required to be prequalified.

The prior version of this solicitation listed Exhibit E in its table of contents and stated in the body: "[Community Development Department / Procurement to compile and attach the current HUD forms package prior to release.]" No forms were attached, and that bracketed internal instruction remained in the document.

The forms in this Exhibit are required only at the project level, and only for a project to which the underlying federal requirement actually attaches. Where a project triggers a requirement, the applicable form and the then-current wage determination will be attached to that project's Project Quote Request and completed as a condition of that award.

A firm is not required to have prior Davis-Bacon, certified payroll, or Section 3 experience in order to be prequalified.

No Executive Order 11246 certification will be required. E.O. 11246 was revoked by E.O. 14173 on January 21, 2025 and the implementing regulations at 41 C.F.R. Chapter 60 have been rescinded. Although 24 C.F.R. § 570.607(a) still cites the Order, it does so only "to the extent" the Order and its regulations are "otherwise applicable," and they no longer are. See the determination at Section 7.3.

E.1 Forms to Be Compiled and Maintained by the Community Development Department

FORM / DOCUMENT	WHEN REQUIRED	ATTACHED AT
Davis-Bacon general wage determination (current, residential or building schedule as applicable to Palm Beach County)	Only where Davis-Bacon attaches under Section 7.4 — CDBG-assisted rehabilitation of residential property containing 8 or more units, per 42 U.S.C. § 5310(a)	Project Quote Request
HUD-4010 — Federal Labor Standards Provisions	Only where Davis-Bacon attaches under Section 7.4	Project Quote Request and project instrument
Certified payroll (WH-347 or equivalent) and Statement of Compliance	Weekly, only on projects where Davis-Bacon attaches	Submitted by Contractor during performance
Section 3 clause and Section 3 reporting forms (24 C.F.R. Pt. 75)	Only where total project assistance exceeds $200,000, or $100,000 for HUD Lead Hazard Control or Healthy Homes funds	Project Quote Request
Federal civil rights and nondiscrimination certifications applicable to CDBG work (Title VI; Section 109 of the HCD Act; Section 504; Fair Housing Act; Age Discrimination Act)	All federally funded projects	Project Quote Request
Byrd Anti-Lobbying certification	Federally funded projects exceeding $100,000	Project Quote Request

FORM / DOCUMENT	WHEN REQUIRED	ATTACHED AT
Lead-based paint disclosure and notices; EPA firm and renovator certifications	Any pre-1978 structure where the work disturbs paint	Project Quote Request
Environmental review clearance (24 C.F.R. Pt. 58)	All CDBG-assisted projects — City obligation; no work may begin before clearance	Confirmed before Notice to Proceed

E.2 Action Required Before This Solicitation Is Published

The applicability determinations in Sections 7.3(C) and 7.4 are documented determinations resting on cited authority, and are not conditions precedent to publication of this solicitation. The Community Development Department shall, as an administrative matter: (i) obtain the current Palm Beach County general wage determination and keep it on file for use on any project to which Davis-Bacon attaches; (ii) compile the current versions of each form listed in E.1; (iii) confirm the current Section 3 thresholds at the time each project is solicited; and (iv) notify the HUD field office of the determinations in Sections 7.3(C) and 7.4 for the record, and ask whether HUD intends to conform 24 C.F.R. § 570.607 following the revocation of Executive Order 11246.

Where HUD advises a contrary interpretation, or issues replacement clause language, the requirement will be applied through the Project Quote Request and, where a funding source imposes it, through the applicable Funding Source Rider under Section 2.8.3. Neither a reissued solicitation nor an amendment to any firm's Acknowledgement of Pool Terms is required.

This Exhibit shall not be published containing bracketed internal instructions. If the forms package is not complete at the time of publication, this Exhibit shall state plainly that the forms will be furnished at the project level, which is the substance of E.1 above.

EXHIBIT F

REQUIRED AFFIDAVITS

This exhibit did not exist in the prior version of the solicitation.

The prior version required six affidavits as mandatory document uploads — Non-Collusive, Scrutinized Companies, Foreign Entity Ownership, Anti-Human Trafficking, Anti-Kickback, and E-Verify — but no form for any of them was attached to the solicitation, and none appeared on the list of fillable forms maintained in the e-procurement system. An Offeror had no way to know what it was being asked to sign.

The six affidavits are provided below. Each is also available as a fillable form in the Document Upload section of bids&tenders; either version is acceptable.

Two subjects also appear on the list of online fillable forms in Section 1.6. Completing Affidavit No. 2 satisfies the online "Scrutinized Companies List" form, and completing Affidavit No. 6 satisfies the online "E-Verify Compliance" form. Neither needs to be completed twice.

Instructions

- Complete, sign, and notarize each of the six affidavits below. All six are required.
- Each affidavit must be signed by a person authorized to bind the Offeror.
- Failure to submit any required affidavit is a major irregularity as defined in Section 1.1, may not be waived, and is cause for rejection of the qualification package.
- Affidavit No. 3 (Entities of Foreign Concern) is required of every Offeror; where the Offeror will not have access to personal identifying information, the Offeror so states in the affidavit and the substantive certification does not apply to it.
- Where a firm is admitted to the pool, it shall promptly notify Procurement Services in writing if any fact certified in an affidavit ceases to be true during the term of the pool.

NO.	AFFIDAVIT	AUTHORITY
1	Non-Collusive Affidavit and Acknowledgement	RFQ Sections 1.7 and 5.2
2	Scrutinized Companies Affidavit	§§ 215.4725, 215.473, and 287.135, F.S.
3	Entities of Foreign Concern (Foreign Entity Ownership) Affidavit	§ 287.138, F.S.
4	Anti-Human Trafficking Affidavit	§ 787.06(13), F.S.
5	Anti-Kickback Affidavit	RFQ Section 1.15
6	E-Verify Affidavit	§ 448.095, F.S.

AFFIDAVIT NO. 1

NON-COLLUSIVE AFFIDAVIT AND ACKNOWLEDGEMENT

RFQ No. 26-094Q — Contractor Vendor Pool for Residential Home Repairs

The undersigned, being first duly sworn, states on behalf of _____ (the "Offeror"):

- I am authorized to make this affidavit on behalf of the Offeror and to bind the Offeror to its terms.
- The qualification package submitted by the Offeror is genuine and is not collusive or a sham.
- The Offeror has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham response, or to refrain from responding to this solicitation.
- The Offeror has not, directly or indirectly, sought by agreement, communication, or conference with any other Offeror, firm, or person to fix any element of the qualification process, or to fix any overhead, profit, or cost element of any price to be quoted at the project level.
- The Offeror has not, and will not, disclose the contents of its qualification package to any competitor before the submission deadline.
- All statements in the qualification package and in this affidavit are true.
- Neither the Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived, or agreed with any person to secure an advantage against the City of Boynton Beach or the Boynton Beach Community Redevelopment Agency.
- **The Offeror acknowledges that the City and the BBCRA each have the right to terminate for convenience without litigation being pursued against the City or the BBCRA, as provided in Sections 1.18 and 6.8 of the RFQ, and will obtain the same acknowledgement from each of its subcontractors.**

Acknowledgement. The Offeror further acknowledges that it has read RFQ No. 26-094Q in its entirety, including all exhibits, appendices, and addenda issued through Addendum No. _____; that it accepts Section 1.16 (Effect of Prequalification — No Contract, No Guarantee of Work); and that it understands that a material misrepresentation in this affidavit is grounds for rejection of its package or removal from the pool.

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is ☐ personally known to me or ☐ produced the following identification: _____.

AFFIANT	NOTARY PUBLIC — STATE OF _____
_____	_____
Signature	Signature of Notary
_____	_____
Printed name and title	Printed name of Notary
_____	Commission No.: _____
Firm name Date: _____	Expires: _____

AFFIDAVIT NO. 2

SCRUTINIZED COMPANIES AFFIDAVIT

Sections 215.4725, 215.473, and 287.135, Florida Statutes

The undersigned, being first duly sworn, certifies on behalf of _____ (the "Offeror"):

A. Applicable to a contract of any amount

- The Offeror, and its principals and owners, are not listed on the Scrutinized Companies that Boycott Israel List created under Section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel.

B. Applicable to a contract of one million dollars ($1,000,000) or more

- The Offeror is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created under Section 215.473, Florida Statutes.
- The Offeror is not engaged in business operations in Cuba or Syria.

The Offeror acknowledges that, under Section 287.135, Florida Statutes, a contract may be terminated at the option of the awarding agency if the Offeror is found to have submitted a false certification, or is placed on any of the lists identified above, or is engaged in a boycott of Israel or in business operations in Cuba or Syria. The Offeror shall notify Procurement Services in writing within ten (10) business days if any fact certified above ceases to be true.

Completion of this affidavit satisfies the online "Scrutinized Companies List" form identified in Section 1.6 of the RFQ.

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is ☐ personally known to me or ☐ produced the following identification: _____.

AFFIANT	NOTARY PUBLIC — STATE OF _____
_____	_____
Signature	Signature of Notary
_____	_____
Printed name and title	Printed name of Notary
_____	Commission No.: _____
Firm name Date: _____	Expires: _____

AFFIDAVIT NO. 3

ENTITIES OF FOREIGN CONCERN AFFIDAVIT

(Foreign Entity Ownership) — Section 287.138, Florida Statutes

The undersigned, being first duly sworn, certifies on behalf of _____ (the "Offeror"):

A. Access to personal identifying information — check one

SELECT	STATEMENT
☐	The Offeror, or a subcontractor, WILL or MAY have access to personal identifying information. The certifications in Part B apply.
☐	Neither the Offeror nor any subcontractor will have such access. The Offeror will notify Procurement Services in writing before any such access occurs and will submit Part B at that time.

B. Certifications under Section 287.138, Florida Statutes

Where Part A indicates that access will or may occur, the Offeror certifies that:

- The Offeror is not owned by the government of a foreign country of concern.
- The government of a foreign country of concern does not have a controlling interest in the Offeror.
- The Offeror is not organized under the laws of, and does not have its principal place of business in, a foreign country of concern.
- The Offeror will not permit any subcontractor with access to personal identifying information to have any of the characteristics described above, and will obtain a like affidavit from each such subcontractor and retain it for the duration of the contract.

Compliance with Section 287.138, Florida Statutes, is a condition of a proper invoice. Terms not defined in the RFQ have the meanings given in that section. The Offeror shall notify Procurement Services in writing within ten (10) business days if any fact certified above ceases to be true.

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is ☐ personally known to me or ☐ produced the following identification: _____.

AFFIANT	NOTARY PUBLIC — STATE OF _____
_____	_____
Signature	Signature of Notary
_____	_____
Printed name and title	Printed name of Notary
_____	Commission No.: _____
Firm name Date: _____	Expires: _____

AFFIDAVIT NO. 4

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

The undersigned, being an officer or representative of _____ (the "Offeror") and being first duly sworn, attests under penalty of perjury that:

- The Offeror does not use coercion for labor or services, as those terms are used in Section 787.06, Florida Statutes.
- The Offeror has not been convicted of, and is not under indictment for, any offense under Section 787.06, Florida Statutes, or any comparable federal or state human trafficking statute.
- The Offeror will not knowingly engage any subcontractor that uses coercion for labor or services in the performance of work under this pool.

This attestation is provided on or before the effective date of the Offeror's Acknowledgement of Pool Terms and Grant Compliance Agreement, as required by Section 787.06(13), Florida Statutes, and Section 5.5 of the RFQ. The Offeror shall provide an updated attestation on request and shall notify Procurement Services in writing within ten (10) business days if any fact attested above ceases to be true.

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is ☐ personally known to me or ☐ produced the following identification: _____.

AFFIANT _____ Signature _____ Printed name and title _____ Firm name Date: _____	NOTARY PUBLIC — STATE OF _____ _____ Signature of Notary _____ Printed name of Notary Commission No.: _____ Expires: _____

AFFIDAVIT NO. 5

ANTI-KICKBACK AFFIDAVIT

RFQ Section 1.15

The undersigned, being first duly sworn, states on behalf of _____ (the "Offeror"):

- No portion of any sum received or to be received by the Offeror in connection with prequalification under RFQ No. 26-094Q, or in connection with any project awarded from the pool, has been paid or will be paid, directly or indirectly, as a kickback, rebate, gratuity, gift, commission, or other consideration to any officer, employee, agent, or representative of the City of Boynton Beach or the Boynton Beach Community Redevelopment Agency, or to any member of the family of any such person.
- The Offeror has not offered, and will not offer, any gratuity, favor, or anything of monetary value to any officer, employee, or agent of either agency.
- The Offeror has not employed or retained any person or entity, other than a bona fide employee working solely for the Offeror, to solicit or secure prequalification or any project, and has not paid or agreed to pay any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of prequalification or of any project.
- The Offeror has disclosed on the Contractor Application the name of any City or BBCRA employee, or relative of such an employee, who owns directly or indirectly an interest of ten percent (10%) or more in the Offeror or any of its branches.
- The Offeror has disclosed to the Agencies in writing all violations of federal criminal law involving fraud, bribery, or gratuity that potentially affect this solicitation.

The Offeror acknowledges that any evidence of a kickback, price fixing, bid rigging, or collusion will result in immediate removal from the pool and referral to the appropriate authorities, as provided in Section 2.13(k) of the RFQ.

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is ☐ personally known to me or ☐ produced the following identification: _____.

AFFIANT	NOTARY PUBLIC — STATE OF _____
_____	_____
Signature	Signature of Notary
_____	_____
Printed name and title	Printed name of Notary
_____	Commission No.: _____
Firm name Date: _____	Expires: _____

AFFIDAVIT NO. 6

E-VERIFY AFFIDAVIT

Section 448.095, Florida Statutes

The undersigned, being first duly sworn, certifies on behalf of _____ (the "Offeror"):

- The Offeror is registered with, and uses, the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, as required by Section 448.095, Florida Statutes.
- The Offeror does not employ, contract with, or subcontract with an unauthorized alien.
- The Offeror will require each subcontractor performing work under this pool to provide the Offeror with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the Offeror will maintain a copy of each such affidavit for the duration of the contract and will provide copies to Procurement Services on request.
- The Offeror understands that, if it has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, it must terminate the subcontract, and that termination on that ground is not a breach of contract and may not be considered as such.
- The Offeror understands that the Agencies must terminate a contract if the Agencies have a good faith belief that the Offeror has knowingly violated Section 448.09(1), Florida Statutes, and that a contract so terminated is not a breach of contract by the Agencies.

E-Verify employer identification number: _____ **Date registered:** _____

Completion of this affidavit satisfies the online "E-Verify Compliance" form identified in Section 1.6 of the RFQ.

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is ☐ personally known to me or ☐ produced the following identification: _____.

AFFIANT _____ Signature _____ Printed name and title _____ Firm name Date: _____	NOTARY PUBLIC — STATE OF _____ _____ Signature of Notary _____ Printed name of Notary Commission No.: _____ Expires: _____

APPENDIX A

CONTRACTOR PERFORMANCE EVALUATION FORM

This form has been rebuilt.

The prior version of this appendix used performance indicators drawn from a professional design services evaluation — including "Report and Drawings Quality" and "Promptness of Deliverables/Milestones/Reports" — which have no meaning for a roofing, painting, or fence contractor. The underlying table was also structurally corrupted, with merged cells repeating the same text across eleven columns, and would not have printed correctly.

The eight indicators below are specific to residential repair and rehabilitation work. Scores from this form are used in applying Section 2.13(i), under which two evaluations with an Average Rating Score below 3.0 within any six-month period subject a Contractor to suspension or removal from the pool.

Instructions

- The Contract Administrator shall complete this form upon completion of each project, and at least annually for any Contractor performing continuing work.
- Rate each of the eight indicators in Lines 1 through 8 on the scale shown. Enter one rating per line.
- Sum the ratings to produce the Total Rating Score on Line 9.
- Divide the Total Rating Score by the number of indicators actually rated — eight (8) on Track A, five (5) on Track B — to produce the Average Rating Score on Line 10.
- Where an indicator is not applicable to the project, mark the N/A column and divide by the number of indicators actually rated.
- **On Track B (grant direct-payment) projects, only Indicators 3, 5, 6, 7, and 8 are rated.** Indicators 1, 2, and 4 are marked N/A, because the administering agency does not supervise, inspect for quality, or accept the work. See Section 6.10.
- Forward the completed form to Procurement Services, which maintains a running average for each Contractor. Advise Procurement Services of any performance issue promptly, so that assistance can be provided before the matter affects pool status.

ITEM	ENTRY
Contractor	
Work Order / Direct-Payment Order No.	
Purchase Order No.	
Project address	
Trade discipline / value tier	
Program and funding source	
Delivery track	A — City-Contracted / B — Grant Direct-Payment (circle one)

ITEM	ENTRY
Evaluation period	From _____ to _____
Type of evaluation	Interim ☐ Final ☐ Annual ☐
Original contract amount / final amount	
Original completion date / actual completion date	

Performance Indicators

Rating scale: 1 = Unsatisfactory 2 = Marginal 3 = Satisfactory 4 = Very Good 5 = Exceptional

#	PERFORMANCE INDICATOR	1	2	3	4	5	N/A
1	Quality of workmanship — work performed in a neat, workmanlike manner meeting code and industry standards; minimal rework required						
2	Conformance to scope and specifications — work performed matched the approved work write-up and specified materials; no unauthorized substitutions						
3	Schedule performance — mobilized promptly after Notice to Proceed, maintained consistent presence on site, completed within the approved time						
4	Site management, cleanliness, and safety — site kept orderly and secure, debris removed, safety requirements observed, no safety incidents						
5	Permitting and inspection performance — permits obtained promptly, inspections passed on first submission, permit cards and certificates delivered						
6	Communication and responsiveness — responded promptly to the Contract Administrator, gave advance notice of issues, provided accurate updates						
7	Treatment of the property owner and occupant — courteous and professional conduct, occupant property protected, utilities restored, advance notice given for interruptions						
8	Invoicing, change order, and closeout performance — accurate invoices with required releases, change orders properly documented in advance, complete closeout package including warranties and lien waivers						
9	**TOTAL RATING SCORE (sum of Lines 1 through 8)**						
10	**AVERAGE RATING SCORE (Line 9 divided by the number of indicators actually rated — 8 on Track A, 5 on Track B)**						

Narrative

ITEM	RESPONSE
Were all scope items completed and accepted? If no, explain.	
Was the work completed on or ahead of schedule? If no, state the number of days late and the reason.	
Was the project completed at or under the approved amount? If not, state the amount and reason for the variance.	
Number and total value of change orders	
Contractor strengths	
Contractor weaknesses	
Specific problems encountered	
How might those problems have been prevented?	
Comments on subcontractor utilization	
Complaints received from the property owner or occupant (number and disposition)	
Warranty callbacks to date (number and disposition)	
Additional comments and recommendations	
Do you recommend this firm for future projects in this discipline?	Yes ☐ No ☐ With reservation ☐ (explain below)

_____ Contract Administrator / Project Manager Printed name: _____ Date: _____	_____ Department Director or Designee Printed name: _____ Date: _____

Procurement Services Use Only

ITEM	ENTRY	COMMENTS
Evaluation number / score		
Running average score		
Number of evaluations to date		
Section 2.13(i) threshold triggered?	Yes / No	
Action taken		

_____ Procurement Services Representative Date: _____	_____ Other required approval Date: _____

The City of Boynton Beach and the Boynton Beach Community Redevelopment Agency

Joint Solicitation

Finance/Procurement Services

100 E. Ocean Avenue

Boynton Beach, FL 33435

P.O. Box 310

Boynton Beach, Florida 33425-0310

Telephone: (561) 742-6310

ADDENDUM No. 1

Wednesday, September 2, 2026

26-094Q - PRE-QUALIFICATION FOR CONTRACTOR VENDOR POOL FOR RESIDENTIAL HOME REPAIRS

New Closing Date: Thursday, September 17, 2026 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this

Addendum shall govern. Words in strike through type are deletions from existing text. Words in bold, underlined and/or blue type are additions to existing text.

We appreciate your patience as we finalize responses to the outstanding questions.

Sincerely,

City of Boynton Beach
Financial Services

The City of Boynton Beach and the Boynton Beach Community Redevelopment Agency

Joint Solicitation

Finance/Procurement Services

100 E. Ocean Avenue

Boynton Beach, FL 33435

P.O. Box 310

Boynton Beach, Florida 33425-0310

Telephone: (561) 742-6310

ADDENDUM No. 2

Wednesday, September 2, 2026

26-094Q - PRE-QUALIFICATION FOR CONTRACTOR VENDOR POOL FOR RESIDENTIAL HOME REPAIRS

New Closing Date: Thursday, September 17, 2026, 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this

Addendum shall govern. Words in strike through type are deletions from existing text. Words in bold, underlined and/or blue type are additions to existing text.

Question 1: I did not see HVAC as a contractor needed for this contract. Will there be no HVAC related work in repairing these homes? Or will you just use the GC for any MEP work required?

Answer 1: See page 25. HVAC is included and separated per the RFQ.

Question 2: Thank you for the opportunity to participate. I have a few questions and would greatly appreciate your guidance in helping me determine the most appropriate tier for our company.

1. **Financial Capacity — Section 3.3(b), Page 42**
Helem & Son Construction Corp. was organized in July 2025 and therefore does not have two completed fiscal years. The company will provide 2025 financials, 2026 YTD financials, available tax documentation, bonding-capacity documentation, and proof of available credit/working capital. **Will this be acceptable for Tier 2 consideration?**

2. **References — Section 3.3(d), Page 43**
****May active projects currently under construction be submitted as qualifying references?****

3. **EPA Certification — Section 3.2(D), Page 41 / Section 2.4, Page 25**
The company has submitted its EPA Combined Lead Firm Certification application, and the qualifying agent is completing the EPA RRP Certified Renovator training. **If final EPA approval is still pending at submission, may proof of the application and completed training be submitted and the final certificate provided once issued?**

Answer 2: 1. Yes, we will accept these financials. 2. Yes, please submit what you have in regards to references. 3. Yes, submit what you have.

Question 3:

Could you please advise on the purpose of this site meeting, given that we have not yet been selected or awarded the contract? Based on the solicitation details

for RFQ No. 26-094Q, it is our understanding that this meeting is the non-mandatory Pre-Qualification Conference. Additionally, the document notes that this solicitation establishes a prequalified pool and does not award any work at this stage.
We would appreciate it if you could confirm if our understanding is correct or clarify if there is another objective for today's session.

Answer 3: The purpose of the pre-qualification meeting was to discuss the RFQ and how the process will be once the City Commission and CRA Board award the pool of suppliers. It was a non-mandatory meeting.

Question 4:

Section 2.4.1 defines Tier 1, Tier 2, and Tier 3 by reference to the City's Purchasing Policy.

Please provide or confirm the current dollar thresholds for each tier and clarify the objective financial-capacity standards used to determine whether an Offeror can carry a Tier 2 or Tier 3 project through completion pending payment, including acceptable bank or supplier credit, working-capital expectations, required single-project and aggregate bonding capacity, whether concurrent-project capacity is considered, and the City's historical or expected average payment cycle for a complete and proper Track A invoice.

Answer 4: The City's current purchasing Policy is as follows for construction:

Construction Projects - Bid Threshold $200,000		
Total Purchase Amount	**Requisition Process**	**Approval Level Total Purchase**
Less than $20,000 per project	One Quotation	Department Director*
$20,000.01 to $199,999 per project	Three Written Quotes	City Manager*
$200,000 or above per project	Formal Bid Process	City Commission

Each selected contractor that scores over 70 points will have the opportunity to bid on the respective discipline.

Question 5:

For planning and capacity purposes, can the Agencies provide the approximate number and total dollar value of residential rehabilitation, home repair, storm-hardening, accessibility/home-modification, and BBCRA residential improvement projects completed during each of the last three fiscal years; the estimated number of projects and approximate funding expected during the first twelve months of the new pool; whether there are currently approved households, waiting lists, pending scopes, or projects expected to be released shortly after pool establishment; and the approximate anticipated percentage of projects funded by CDBG, SHIP, BBCRA, or other sources?

Answer 5: BBCRA – This is a new pilot program so we do not have that historical data. The proposed budget for the BBCRA is $80K with each household receiving a max of $15K.

Answer 5: CID – CDBG and SHIP programs Approximate 10 to 14 project per year. Funding available for projects is approximately $500,000.00.

Question 6:

Please confirm whether every active Pool Member qualified in the applicable discipline and tier will receive every applicable Project Quote Request; whether a higher-tier contractor will also receive lower-tier opportunities; whether Track A awards are made strictly to the lowest responsive, responsible Pool Member or whether factors such as schedule, past performance, capacity, technical approach, or resident circumstances may be considered; and whether subcontracting substantially all licensed trade labor is permissible where the prime contractor retains full responsibility for project management, supervision, permitting, scheduling, QA/QC, homeowner communication, financial responsibility, subcontractor management, closeout, and warranty obligations, or whether such a structure could be considered prohibited brokering under Section 2.13(l).

Answer 6: Yes, if the contractor is put in the respective discipline, they will receive the opportunity to submit a bid. The City and CRA will select the lowest bid once everything is compared apples-to-apples.

2.13.I is about removing vendors from the pool who are not performing or who violate the terms of the RFQ.

Question 7:

Section 4.6 describes an “Outstanding” qualification response, and Appendix A evaluates contractor performance after award.

Can the Agencies identify the specific systems, evidence, capabilities, practices, or benchmarks that distinguish an Outstanding qualification response from an Excellent response and a post-award performance rating of 5 — Exceptional from 4 — Very Good, including expectations for mobilization time, homeowner/occupant communication, site management, permitting, schedule performance, quality control, invoicing, closeout, warranty response, and any recurring contractor deficiencies from prior residential programs that the Agencies specifically seek to avoid?

Answer 7: See Section IV - EVALUATION OF QUALIFICATION PACKAGES AND APPROVAL OF THE POOL – All criteria are outlined within the RFQ. If the response scores over 70 points, the Contractor will be added to the pool.

Appendix A is a report card that will be completed after the individual project is completed by the project manager.

The RFQ and report card are two different items.

Question 8:

For capacity and business planning purposes, can the Agencies provide, if available, the number of contractors currently or historically participating in the residential rehabilitation/home repair programs by major trade discipline, particularly General Contracting — Residential Rehabilitation; the approximate number of firms the Agencies anticipate qualifying in that discipline under this RFQ; the historical average number of contractors that actually submitted responsive

quotes per residential rehabilitation project; and whether project awards historically tend to be distributed among multiple active contractors or concentrated among a smaller number of consistently responsive contractors?

Additionally, if available, please provide the approximate number and total dollar value of projects awarded to the highest-volume residential rehabilitation contractor during the most recent fiscal year, without identifying the contractor if that information is not appropriate for this clarification process.

Answer 8: For the BBCRA, this a new program and we do not have this information.

Answer 8: The maximum award for project could be $95,000 for SHIP. But CDBG funds are added could go up to $130, 000.

Question 9:

To ensure that I am uploading the required documents correctly, please clarify whether the fillable package labeled “Required Submission Forms” is what the City is referring to as the “RFQ Document” that must be uploaded in the system?

Answer 9: Yes, this is correct.

Question 10:

If you have multiple licenses, do you have to submit a response for each license? Or can it be submitted as a single response with all the licenses listed?

Answer 10: You can submit one single response with all the selected trade disciplines as per the RFQ. Follow the Fillable Submission Forms that is attached to the RFQ.

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL HOME REPAIR CONTRACTOR POOL AGREEMENT
RFQ No. 26-094Q

This Residential Home Repair Contractor Pool Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") between the Boynton Beach Community Redevelopment Agency, a public body corporate and politic created under Part III, Chapter 163, Florida Statutes ("BBCRA"), and _____, a _____ [entity type] authorized to do business in Florida ("Contractor").

RECITALS

A. The City and the BBCRA jointly issued Request for Qualifications No. 26-094Q, Prequalification of Contractors for a Contractor Vendor Pool for Residential Home Repairs (with all addenda, exhibits, and appendices, the "Solicitation"), to establish a pool of prequalified contractors (the "Pool").

B. The BBCRA administers the Residential Improvement Grant Pilot Program and may administer other residential grant programs (each, a "Program"), under which eligible property owners receive grants to pay for improvements to their homes.

C. The Contractor submitted a qualification package in response to the Solicitation, and the City Commission and the BBCRA Board approved the Contractor for inclusion in the Pool in the trade discipline(s) and value tier(s) stated in its Letter of Prequalification.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the BBCRA and the Contractor agree as follows:

1. Incorporation of Solicitation. The recitals above are true and are incorporated into this Agreement. The Solicitation, the Contractor's qualification package, the Contractor's executed Acknowledgement of Pool Terms and Grant Compliance Agreement, and the Contractor's Letter of Prequalification are incorporated into this Agreement as though fully set forth in it. Capitalized terms not defined in this Agreement have the meanings given in the Solicitation. If this Agreement conflicts with any incorporated document, this Agreement governs, followed by the rules adopted by the BBCRA Board for the applicable Program ("Program Rules"), and then the order of precedence in Section 5.19 of the Solicitation.

2. Pool Membership; No Guarantee of Work. The Contractor is included in the Pool and is placed on the list of prequalified contractors available to property owners participating in a Program. Inclusion in the Pool does not guarantee the Contractor any project, minimum volume of work, or payment, and is not exclusive. The property owner, not the BBCRA, selects the contractor for the owner's project. The BBCRA may suspend or remove the Contractor from the Pool in accordance with Section 2.13 of the Solicitation, or suspend, modify, or discontinue any Program at any time, without liability to the Contractor. The Contractor waives any claim against the BBCRA for lost profits, lost opportunity, reliance costs, or other damages arising from the number, size, or absence of projects, or from the suspension or discontinuation of any Program.

3. Term. This Agreement is effective on the Effective Date and remains in effect for the term of the Pool stated in Section 2.5 of the Solicitation, including any renewal or extension, unless

terminated earlier under Section 11. The Contractor shall complete any project for which grant funding was approved before expiration or termination, and this Agreement continues to govern that project until it is closed out.

4. Contracting Structure; Contractor's Responsibilities. For each project, the Contractor shall enter into its own written contract with the property owner (the "Improvement Contract"). The BBCRA is not a party to the Improvement Contract and has no obligation under it. The BBCRA does not supervise, direct, control, inspect for quality, or accept the Contractor's work, and any site visit or review by the BBCRA is solely to verify eligibility for grant payment. The Contractor is solely responsible for: (a) scoping and pricing the work; (b) the means, methods, quality, and safety of the work; (c) holding all licenses required for the work; (d) obtaining all permits and inspections and preparing any required notice of commencement; (e) compliance with all federal, state, and local laws, codes, and regulations applicable to the work and to residential construction contracts, including the Florida Building Code, Chapters 489, 558, and 713, Florida Statutes, the home solicitation sale laws, and the U.S. Environmental Protection Agency's Renovation, Repair, and Painting Rule; and (f) including in the Improvement Contract every notice and term required by law. The Improvement Contract must meet the minimum requirements stated in the Program Rules. The Contractor shall not request or accept any deposit, down payment, or progress payment from the property owner or the BBCRA for work to be paid with grant funds.

5. Direct Payment; Grant Amount Is a Firm Maximum. On the property owner's written direction, the BBCRA will pay the approved grant amount for a project directly to the Contractor on the property owner's behalf. The approved grant amount is a firm maximum. Any cost above the approved grant amount, and any change to the scope or price of the Improvement Contract, is solely a matter between the Contractor and the property owner, and the Contractor shall look solely to the property owner for any amount above the approved grant amount. The BBCRA's sole obligation for a project is to disburse the approved grant amount on the conditions in Section 6, subject to the availability of appropriated funds. For the Residential Improvement Grant Pilot Program, the BBCRA's written Funding Approval, together with the property owner's signed Certificate of Completion and Payment Direction issued under the Program Rules, constitutes the Direct-Payment Order for purposes of the Solicitation, and no separate Direct-Payment Order in the form of Exhibit C to the Solicitation is required.

6. Conditions of Payment. The BBCRA has no obligation to pay until it receives all of the following, in form acceptable to the BBCRA: (a) the Contractor's invoice, not exceeding the approved grant amount; (b) the property owner's written acceptance of the completed work and direction to pay; (c) final releases or waivers of lien from the Contractor and from each subcontractor, sub-subcontractor, and supplier that furnished labor, services, or materials for the work, and the Contractor's final payment affidavit under Section 713.06(3)(d), Florida Statutes; (d) evidence of final inspection approval for any permitted work; (e) the close-out documentation required by Section 2.15 of the Solicitation; and (f) any other documentation required by the Program Rules. The BBCRA will endeavor to disburse payment within twenty (20) business days after all conditions are satisfied.

7. Warranty. The Contractor shall provide the warranty required by Section 2.14 of the Solicitation, running to the property owner.

8. Insurance and Indemnification. The Contractor shall maintain the insurance required by Section 6.6 of the Solicitation for its highest approved value tier, naming the City and the BBCRA as additional insureds on a primary and non-contributory basis. The Contractor shall indemnify and hold harmless the City and the BBCRA, and their respective current, past, and future commissioners, board members, officers, employees, volunteers, and agents, as provided in Section 6.3 of the Solicitation. This Section survives expiration or termination of this Agreement.

9. Limitation of Liability; Sovereign Immunity. The BBCRA shall not be liable to the Contractor for any amount beyond the approved grant amount for a project, regardless of whether the claim is based in contract, tort, or otherwise, and in no event shall the BBCRA be liable for punitive, exemplary, or consequential damages or lost profits. The BBCRA makes no representation regarding any property owner, including the owner's ability to pay any amount above the approved grant amount. Nothing in this Agreement waives the sovereign immunity of the City or the BBCRA or the limitations on liability in Section 768.28, Florida Statutes.

10. Independent Contractor; No Endorsement. The Contractor is an independent contractor. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship between the BBCRA and the Contractor. Inclusion in the Pool is not a recommendation, endorsement, or guarantee of the Contractor, and the Contractor shall not represent otherwise.

11. Termination. The BBCRA may terminate this Agreement, or remove the Contractor from the Pool, for convenience or for cause at any time upon written notice, without liability to the Contractor. Upon termination, the BBCRA will pay, in accordance with Sections 5 and 6, the approved grant amount for any project for which grant funding was approved before termination and the work is completed. The Contractor may terminate this Agreement upon thirty (30) days' written notice, but shall complete any project for which grant funding was approved before the date of its notice.

12. Statutory Requirements. The Contractor represents, certifies, and agrees as follows, and each representation shall remain true throughout the term of this Agreement:

(a) Public Entity Crimes. The Contractor's entry into this Agreement does not violate Section 287.133, Florida Statutes, and there has been no determination that the Contractor committed a "public entity crime" as defined in that section.

(b) Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. The Contractor has not been placed on the discriminatory vendor list under Section 287.134, Florida Statutes, is not a scrutinized company under Section 215.473 or 215.4725, Florida Statutes, is not ineligible to contract on any ground stated in Section 287.135, Florida Statutes, and is in compliance with Section 286.101, Florida Statutes.

(c) E-Verify. The Contractor and each of its subcontractors have registered with and use the E-Verify system to verify the work authorization status of all newly hired employees in compliance with Section 448.095, Florida Statutes. If the Contractor violates this subsection, the BBCRA may immediately terminate this Agreement for cause.

(d) Anti-Human Trafficking. On or before the Effective Date, the Contractor shall provide an affidavit, signed by an officer or representative of the Contractor under penalty of perjury,

attesting that the Contractor does not use coercion for labor or services, in accordance with Section 787.06(14), Florida Statutes.

(e) Entities of Foreign Concern. Because the Contractor will have access to property owners' personal identifying information, the Contractor represents that it is not owned by the government of a foreign country of concern, that no such government has a controlling interest in it, and that it is not organized under the laws of or has its principal place of business in a foreign country of concern, and the Contractor shall provide the affidavit required by Section 287.138, Florida Statutes, on or before the Effective Date.

(f) Diversity, Equity, and Inclusion. The Contractor certifies that it does not and will not use BBCRA or City funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes, in accordance with Section 287.139, Florida Statutes.

13. Public Records. The BBCRA is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Section 119.0701, Florida Statutes, and Section 5.11 of the Solicitation, including keeping and maintaining public records required by the BBCRA to perform the service; providing the BBCRA with copies of requested records, or allowing them to be inspected or copied, within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensuring that exempt or confidential and exempt records are not disclosed except as authorized by law for the duration of this Agreement and following completion if the Contractor does not transfer the records to the BBCRA; and, upon completion of this Agreement, transferring at no cost all public records in its possession to the BBCRA or keeping and maintaining them as required by law. If the Contractor transfers the records, it shall destroy any duplicate records that are exempt or confidential and exempt. Records stored electronically must be provided in a format compatible with the BBCRA's information technology systems.

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:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, 100 EAST OCEAN AVENUE, 3RD FLOOR, BOYNTON BEACH, FLORIDA 33435
TELEPHONE: (561) 600-9097 EMAIL: [INSERT CRA RECORDS EMAIL]

14. Governing Law; Venue; Jury Waiver. This Agreement is governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall lie exclusively in the state courts located in Palm Beach County, Florida. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT.

15. Miscellaneous. This Agreement may not be assigned by the Contractor without the prior written consent of the BBCRA. This Agreement, with the incorporated documents, is the entire

agreement of the parties regarding its subject matter, and may be amended only in a writing signed by both parties. There are no third-party beneficiaries of this Agreement, except that the City is an intended beneficiary of Section 8. If any provision of this Agreement is held invalid, the remaining provisions remain in effect. This Agreement may be signed in counterparts and by electronic signature. Notices shall be in writing and delivered to the addresses below the parties' signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates stated below.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____

Name/Title: _____

Date: _____

Approved as to form and legal sufficiency:

_____

BBCRA Attorney

CONTRACTOR

_____

Company Name

By: _____

Name/Title: _____

Date: _____

Notice Address:

_____

_____

Email: _____

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: November 17, 2026

CRA ADVISORY BOARD

AGENDA ITEM 12.A

SUBJECT:
CRAAB Placemaking Initiative Presentation

SUMMARY:
CRA Advisory Board members were requested by the CRA Board to review the six redevelopment districts and identify placemaking initiatives that could enhance the unique identity and vision of each area. Members were encouraged to consider both short-term and long-term opportunities, including projects that may be implemented through partnerships, grant funding, sponsorships, temporary installations, or capital improvements.

CRA Advisory Board members considered successful placemaking examples from other communities and evaluated how similar concepts could be adapted to Boynton Beach. Board members were encouraged to review the BBCRA 2016 Community Redevelopment Plan, research successful placemaking initiatives implemented in other communities, and evaluate how similar concepts or new ones could be adapted to support the vision and goals of the CRA's six redevelopment districts.

The Advisory Board has compiled its recommendations and will present them to the CRA Board for consideration and discussion.

ATTACHMENTS:

	Description
•	Attachment I - Advisory Board Presentation

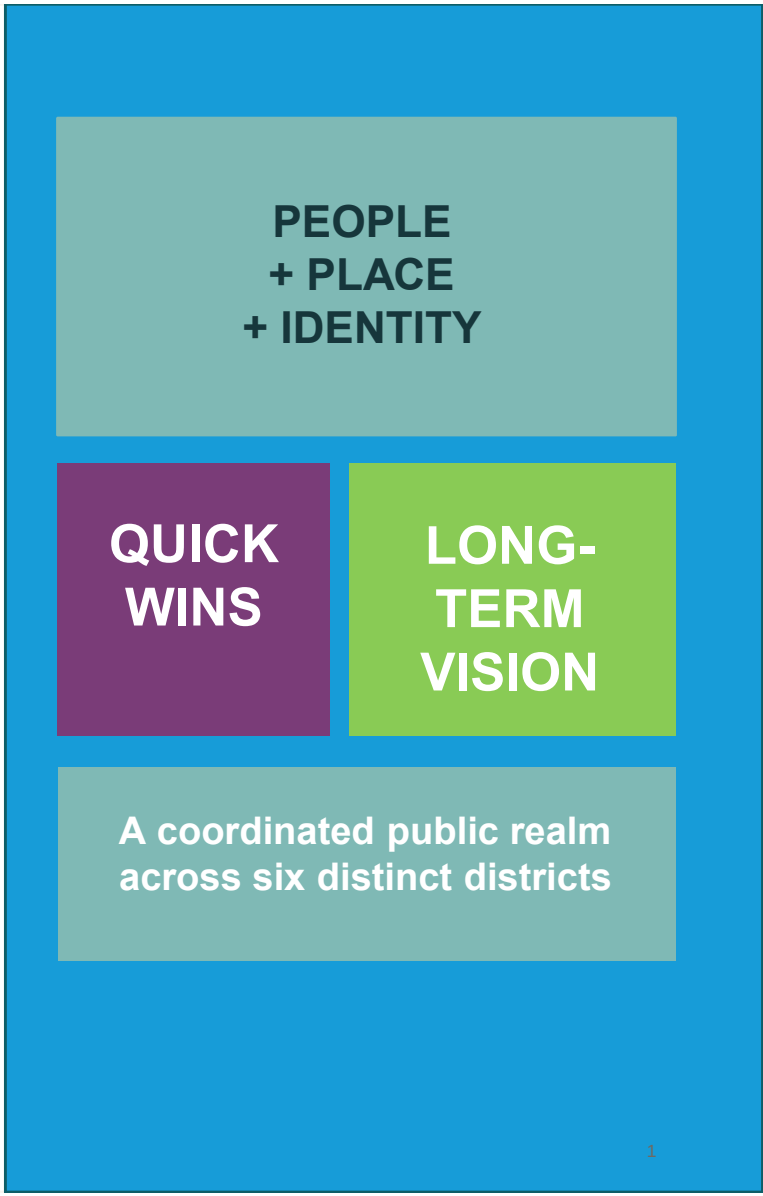
PLACEMAKING ACROSS THE BBCRA

Six districts. Six identities. One Boynton Beach.

CRA Advisory Board Working Presentation

A practical placemaking framework built around quick wins, partnerships and projects already in the CRA pipeline.

NOVEMBER 2026



What placemaking should do for the BBCRA

The 2016 Plan already gives us the district identities. Placemaking is how residents and visitors experience those identities at street level.

1

MAKE IT VISIBLE

People should know where they are - and what the district is about.

2

MAKE IT COMFORTABLE + WALKABLE

Shade, seating, lighting, crossings and human-scale streets matter in South Florida. Connect? the? districts. ?

3

MAKE IT ACTIVE

Program the public realm: markets, music, art, outdoor dining and neighborhood events.

4

MAKE IT LOCAL

Use Boynton stories, artists, businesses, marine life and neighborhood character.

THE BOARD'S OPPORTUNITY

Start with projects we can pilot, measure and scale - rather than waiting for every redevelopment parcel to be finished.

PILOT → PROVE → SCALE

One system, six recognizable characters

The BBCRA officially identifies six districts, each with its own vision. The recommendation is to give each a signature placemaking identity.

BOYNTON BEACH BLVD

The Welcome

First impression — Shade-first arrival + gateway identity

CULTURAL

The Civic Commons

Arts + events — Public art + programmed civic spaces

DOWNTOWN

The Living Room

Walk + linger — Flexible streets + waterfront connection

FEDERAL HIGHWAY

Marine Life Main Street

Arrive + Stay Awhile — Lighting + shade + wayfinding + Waterfront Discovery

HEART OF BOYNTON

The Heritage Neighborhood

Know the story — History + homes + neighborhood pride

INDUSTRIAL CRAFT

The Maker District

Make + discover — Murals + studios + maker events

Boynton Beach Boulevard

A welcoming, beautiful entry into our City - the first impression of Boynton.

THE WELCOME

Identity at arrival

Use the corridor to announce Boynton before people reach downtown: a clear visual identity, comfortable walking environment going into cultural district and memorable arrival moments.

QUICK WIN

Gateway landscape + “You Are Here” wayfinding at key approaches.

PLACEMAKING PLAYBOOK

1. **Shaded Pedestrian Friendly Street**
   Develop one of the streets to include a Tree canopy, shaded seating and pedestrian-scaled lighting.

2. **Clear Visual Gateway**
   Coordinate banners, signs, pavement moments and public art into one arrival system.

3. **Shopping District**
   Create a shopping district just off of Boynton Beach BLVD. Make it a car lite area pedestrian friendly

PRECEDENT / ADAPTATION

Lincoln Road Mall; Historic Downtown Winter Garden



13 parcels present an opportunity to create a destination

Industrial Craft

A viable, modern district that supports a range of businesses and economic value west of I-95.

THE MAKER DISTRICT

Celebrate what is made here

The industrial district does not need to look like an arts village. Its identity can come from the businesses already here - fabrication, food, service, craft and creative production.

QUICK WIN

Paint + wayfinding pilot on a small group of business-facing walls and entries.

PLACEMAKING PLAYBOOK

1. **Maker identity**
   Create a visual system for businesses, walls, gates and entrances without masking industrial uses.
2. **Open studio nights**
   A recurring “Made in Boynton” event featuring food, fabrication, art and local operators.
3. **Fix the basics**
   Pair paint, fence, lighting, parking/wayfinding and cleanup with placemaking so the area feels intentional.

PRECEDENT / ADAPTATION

Orlando Packing District + Boynton’s past industrial art walks



Parking and clutter as barriers. Solve those alongside the art - not after it.

Cultural

The principal hub for civic uses, public spaces, events and public art.

THE CIVIC COMMONS

Make the civic core feel alive

Town Square, the Cultural Center, amphitheater and playgrounds create the bones. The placemaking layer should make this a destination between events, not only during them.

QUICK WIN

Open up Temporary Use Permitting for Amphitheater
OR
Shade + Game Tables + Fill your water stations

PLACEMAKING PLAYBOOK

1. **Event-ready spaces**
   Design seating, shade, power and movable elements so civic spaces can switch modes quickly. Allow for more than city events.

2. **Signature art walk**
   A curated trail connecting public art, the library, cultural center, children's museum and downtown.

3. **Daytime to Nighttime activation**
   Projection, lighting and Water Feature for increased activation. Rotating activities that activate the area in between the events. Temporary Use Permitting for the amphitheater for example could allow yoga teachers to host class, or the city can setup tables and shade, where you can bring your own game like Mahjong or Chess.

PRECEDENT / ADAPTATION

West Palm Beach public-realm programming



Place making mini-grants

Temporary use permitting

05 | DISTRICT 3

Downtown

Bikeable and walkable access to waterfront, restaurants, transit, parks and cultural experiences - with the Marina as a working waterfront destination.

THE LIVING ROOM

Walk. Linger. Connect.

Treat Downtown and the Marina as one experience: a civic living room that extends to the water. Prioritize flexible streets, comfortable public space and visible connections to the waterfront.

QUICK WIN

Pilot one “living street” weekend around 4th Street.

PLACEMAKING PLAYBOOK

1. **Flexible street**
   Movable seating, café tables, shade, games and temporary closures for weekends and events. Move BEYOND cultural center.
2. **Waterfront discovery loop**
   Link Downtown to the Marina with consistent signs, art, lighting and walking cues.
3. **Program the night**
   Monthly markets, live music, outdoor movies and art fairs create repeat visitation.

PRECEDENT / ADAPTATION

Delray Beach Atlantic Avenue; Downtown Melbourne



Melbourne partnered with Florida Main Street for matching Grants in preserving a historic downtown.

Federal Highway

A major north-south entry into the city where shade, lighting and safety support biking and walking.

THE MARINE LIFE MAIN STREET

Turn a corridor into a place

Federal Highway is long and traffic-dominated. The opportunity is to create recognizable nodes: corners, gateways, parks and business clusters that feel safer and more human. Encourage people to arrive, and then stay!

QUICK WIN

One highly visible gateway + one "cool corridor" node at a priority intersection– like refillable water station to encourage marine conservation.

PLACEMAKING PLAYBOOK

1 **Lighting + crossings + parks.**

Bundle trees, high-visibility crossings and pedestrian lighting around priority nodes. Enhance Lighting.

2 **Gateway signage + Wayfinding**

Continue the existing entry-signage work with a family of smaller district markers. Make people get out of the car and explore.

3 **Complete the Streets**

Make pedestrian and biking safe and encouraged Convert excess right of way to bikeable/walkable areas.

PRECEDENT / ADAPTATION

Fort Lauderdale "Complete Streets" Initiative; Fort Pierce Riverwalk Park



Build on already-funded streetscape, crosswalk, lighting and signage items instead of creating a separate program. Follow Smart Growth America's Complete Streets Guidelines

07 | DISTRICT 5

Heart of Boynton

A model neighborhood where its unique character and history are preserved while pedestrian and commercial connections improve.

THE HERITAGE NEIGHBORHOOD

Make history visible

Placemaking here should feel neighborhood-scaled: front porches, native landscapes, markers, stories and pedestrian connections that build pride without erasing character.

QUICK WIN

Launch a Heritage Trail pilot with 5-7 markers + QR storytelling.

PLACEMAKING PLAYBOOK

1. **Heritage trail**
   Historic homes, churches, schools and civil-rights stories connected by a walkable route.

2. **Residential Improvement Grants**
   Small matching grants for porches, fencing, native landscaping and visible curb appeal. (Continue)

3. **Neighborhood signs**
   Distinct entry signs and street markers that help residents feel “this is our neighborhood.”

PRECEDENT / ADAPTATION

Eatonville heritage storytelling + local neighborhood grants



Fund small, resident-driven projects that make Boynton's history visible through public art, storytelling, walking trails and historic interpretation.

Connectivity of Boynton

Bring more people to the CRA Districts

Improve Physical Connectivity

Focus on Complete Streets - Lighting, Pedestrian Corridors, Bikes

Shuttle Loops & Micro Transit



Digital Connectivity

Downtown App or Map for Destinations, parking and wayfinding

Expand Free public Wifi & Music

Use Digital Kiosks to help visitors Navigate



Pedestrian Friendly Areas

“Car Light” Areas with Intentionality

Simplify how to Park



Connect Programming and Infrastructure City + CRA

Promote events through push notifications and easy to use calendar / website

Connect Visitors to activities across districts



Make each district feel like Boynton - and feel unmistakably itself.

The strongest placemaking program is not six unrelated projects. It is a connected public-realm strategy with six different expressions.

WELCOME

CIVIC CENTER

LIVING ROOM

MARINE LIFE

HERITAGE & HISTORY

MAKER

NEXT DISCUSSION

Which three pilots should we take to the CRA Board?

1. Downtown living street
2. Heart of Boynton Story-Telling
3. Cultural In Between Events Activation

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: November 17, 2026

OLD BUSINESS

AGENDA ITEM 13.A

SUBJECT:
Consideration of the Purchase and Development Agreement with Lennar Homes, LLC for the Construction of Workforce Housing

SUMMARY:
BACKGROUND:

Lennar Homes, LLC was the sole respondent to the Invitation to Negotiate (Attachment I) and Notice to Dispose of Real Property (Attachment II) issued for the development of single-family workforce housing on CRA-owned infill properties (see Attachment III).

On February 10, 2026, Lennar Homes, LLC submitted a responsive bid in accordance with the requirements of the Invitation to Negotiate. The proposal included the following terms (Attachment IV):

- **Purchase Price:** $350,000 for all five lots (two lots will be divided for a total of seven lots)
- **Home Details:** 6 homes will consist of 1,504 square feet; 3 bed; 2 bath, 2 car garage; 30' wide home;
- **Timeline:** All seven homes completed within 12 months of the execution of a Purchase & Development Agreement
- **Affordability:** 15-year deed restriction; one home sold to Low (60%-80% PBC AMI); six homes sold to Moderate 1 (80%-100% PBC AMI)
- **Sales Process:** Qualified buyers from the PBC Workforce Housing Program; City of Boynton Beach SHIP; Lottery process to qualified buyers

On April 10, 2026, Lennar Homes, LLC submitted a Letter of Intent for the property located at 419 N. Seacrest Blvd. with the following terms (see Attachment V):

- **Purchase Price:** $70,000
- **Floor Plan:** 2,344 square foot two-story house featuring 4 bedrooms, 2.5 baths, 2 car garage, impact windows
- **Exterior:** Provide landscaping and privacy fencing to buffer Seacrest Boulevard
- **Affordability:** Moderate 2 (100%-120% AMI) Sales Price*: $368,940 (prices subject to change based on Palm Beach County's Workforce Housing Program annual update)
- **Other:** Lennar Homes, LLC would cover costs associated with the demolition of the existing structure, permit fees and/or impact fees.

Following meetings with CRA staff, Lennar Homes, LLC submitted revised terms to its original Invitation to Negotiate proposal on April 23, 2026 (Attachments VI and VII). The updated proposal incorporates modifications negotiated between the parties and serves as the basis for the proposed Purchase and Development Agreement.

The terms for the sale and development of the properties were presented to the CRA Board on May 12, 2026, as two separate agenda items. The Board approved the revised Invitation to Negotiate terms dated April 23, 2026, and the original Letter of Intent terms, with direction that the following modifications be incorporated into the Purchase and Development Agreement (Attachment VIII):

- Lennar Homes, LLC would include fencing for all of the homes and bear the cost.
- The Board chose the Columbus model Façade B for the homes at 419 N. Seacrest Blvd. (related to the Invitation to Bid).

UPDATE:
On August 11, 2026, the Board requested that Lennar provide the same warranty for these homes that is typically provided for its market-rate homes. Lennar has agreed to provide an extended warranty that includes 1 year of workmanship coverage, 2 years of mechanical systems coverage, and 10 years of structural coverage. Attachment IX contains the draft Purchase and Development Agreement between the parties.

Lennar has also requested clarification regarding the Board's direction to provide additional assistance to prospective homebuyers as they go through the qualification process for the Palm Beach County Workforce Housing Program. Applicants must successfully complete this qualification process to be eligible to participate in the lottery for the purchase of one of the homes.

Presentation attached as Attachment X.

FISCAL IMPACT:
FY 26/27 Budget - $420,000 Property Acquisition

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach CRA Community Redevelopment Plan

CRA BOARD OPTIONS:

1. Approve the Purchase and Development Agreement with Lennar Homes, Inc. and authorization for the Chair to execute the final legal version.
2. Do not approve the draft Purchase and Development Agreement with Lennar Homes, Inc.
3. Provide alternative direction to staff.

ATTACHMENTS:

Description

- Attachment I - Invitation to Negotiate Packet
- Attachment II - Proof of Publication PBP Notice of Intent to Dispose
- Attachment III - Property Maps for ITN
- Attachment IV - Lennar Homes Response to ITN
- Attachment V - Lennar Letter of Intent Packet
- Attachment VI - 4.23.26 Revised Proposal to ITN from Lennar Homes LLC

- Attachment VII - Terms for a Purchase and Development Agreement
- Attachment VIII - 05.12.26 CRA Board Meeting Minutes-Lennar Homes
- Attachment IX - Draft Lennar P&D Agreement w Exhibits & 1.2.10 Warranty
- Attachment X - Lennar P&D Presentation

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
INVITATION TO NEGOTIATE FOR THE
DEVELOPMENT OF AFFORDABLE/WORKFORCE INFILL HOUSING

Issue Date: December 12, 2025

Submittal Deadline: February 10, 2026

The Boynton Beach Community Redevelopment Agency (BBCRA) is issuing this Invitation to Negotiate (ITN) for the acquisition and redevelopment of the infill lots located in Boynton Beach, Florida; as referenced and identified on **Attachment "A," Parcel Descriptions/Maps**, and hereinafter collectively referred as the "Project Site."

The BBCRA will accept sealed responses to this ITN ("Proposals") at its office located in City Hall at 100 E. Ocean Avenue, 4th floor, Boynton Beach, FL 33435 **ON OR BEFORE** February 10, 2026**, no later than 2:00 p.m. Eastern Standard Time (EST), as determined by the time stamp or clock at the BBCRA's reception area. Proposals received after the date and time set forth above will NOT BE ACCEPTED FOR CONSIDERATION.** All Proposals will be date and time stamped by the BBCRA. Faxed or emailed Proposals will not be accepted. The ITN documents, including all related attachments, must be obtained from the BBCRA office or website at www.boyntonbeachcra.com (Select RFPs/RFQs/ITBs from the Business & Development top drop down menu).

1. Property Disposal and Project Description

In response to the ongoing affordable housing crisis, the demand for affordable and attainable housing is at an all-time high. To address the need, the goal of the BBCRA is to leverage publicly owned real estate and development incentives to increase affordable residential opportunities in the BBCRA area. The goal of this ITN is to secure developers to construct single-family residential properties on existing lots in order to increase the housing supply in the CRA Area.

This **Development of Affordable/Workforce Infill Housing ITN** is seeking Proposals to provide affordable and workforce housing within the CRA Area through the acquisition and redevelopment of BBCRA-owned properties (the "Project"). The CRA properties available for the Project (the "Project Sites") are located as described in **Attachment "A," Parcel**

Descriptions/Maps. Proposers are invited to submit Proposals to develop one or more of the Project Sites. Preference will be given to Proposers who propose to develop all Project Sites, and then to Proposers who propose to develop multiple Project Sites. Proposers should also indicate whether they are interested in receiving information about future development opportunities of similar sites within the CRA Area. Proposers are invited to propose creative solutions, including but not limited to using a variety of construction methods, the incorporation of accessory dwelling units as may be permitted by the City of Boynton Beach codes, and use of a template that could be replicated on multiple sites.

The Project Sites vary in lot sizes and Future Land Use Classifications. Each lot is located within the Heart of Boynton District, which is described in the 2016 BBCRA Community Redevelopment Plan (the "BBCRA Plan"). The BBCRA Plan may be accessed online at https://www.boyntonbeachcra.com/home/showpublisheddocument/14/637296289931970000 (see pages 105-117). It is the responsibility of each Proposer to review the City of Boynton Beach Land Development Regulations, and applicable site plan and design guidelines and limitations.

All Proposals and Projects must be in conformance with and in furtherance of the BBCRA Plan.

2. Community and Economic Setting

The City of Boynton Beach (City), with a population of eighty thousand (80,000), is the third largest city in Palm Beach County, Florida. It is located approximately forty-five (45) miles north of Miami and fifteen (15) miles south of West Palm Beach. This puts it in the heart of southeast Florida's rapidly growing tri-county Miami-Dade/Broward/Palm Beach metropolitan area.

Boynton Beach has direct access to the Intracoastal Waterway, Interstate 95 (I-95) and the Florida Turnpike. It also has a market of more than six (6) million people within a two-hour radius and ready access to three international airports, two major rail lines, as well as the Tri-Rail regional commuter rail system.

3. Surveys and Appraisals

Aerial boundary and parcel maps along with a copy of the property surveys are included with this ITN as **Attachments "A," Aerial Map/Parcel Map and "B," Surveys of BBCRA Owned Properties**. All appraisals and surveys of the subject properties that make up the Project Site are available in electronic form on the BBCRA's website, https://www.boyntonbeachcra.com/business-development/rfps-rfqs-itbs. Proposers should note that some appraisals may be out of date and should not rely solely on the information in the appraisal when compiling the financial components of a Proposal.

4. Other Jurisdictions

Development of the Project Sites may require approval from other governmental entities, including Palm Beach County. Proposers are required to assess and determine what approvals may be required for development of the Project Sites as proposed.

5. Incentives for the Project

Under Chapter 163, Florida Statutes, the BBCRA is empowered to encourage and incentivize redevelopment within the CRA Area consistent with the BBCRA Plan. The BBCRA is committed to meeting the goals and objectives of the BBCRA Plan and the successful Proposer(s) will be eligible to participate in CRA grant programs and other financial incentives on equal footing with other applicants. Proposers may request other incentives in their Proposal.

6. Pre-Submission Meeting

A voluntary in-person pre-submission meeting has been scheduled for January 6, 2026, at 4:00 p.m. (EST) in City Community Room #115 at City Hall, located at 100 E. Ocean Avenue. The meeting is an opportunity for Proposers to ask BBCRA staff questions about the Project.

7. Proposer Registration

All entities interested in responding to this ITN must register with the BBCRA via email by providing their name, address, telephone number, and an email address to Mr. Timothy Tack, BBCRA Assistant Director, at TackT@bbfl.us. Any information concerning addenda, changes, additions, clarifications, notices, and other topics related to this ITN will be sent to registered Proposers using the registration information provided.

8. Additional Information

After the Proposals are received by the BBCRA, the BBCRA may make requests to Proposers for clarifications, assurances, or for other details including, but not limited to, financial and disclosure data relating to the Proposal or Proposer (including all affiliates, officers, directors, partners and employees). Any inquiries of a general nature applicable to all Proposers will be directed to all Proposers. Following submission of a Proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data relating to the Proposal and/or the Proposer (including the Proposer's affiliates, officers, directors, partners and employees), as requested by the BBCRA.

9. Project Description and Requirements

Proposers should include a high-quality illustration or architectural rendering of the proposed home type to be constructed on the Project Site(s). Proposers are encouraged to propose a home type that could be used on multiple lots in order to increase efficiency and economic viability. The Project should incorporate quality architectural design and site development standards that enhance the Heart of Boynton District and adjacent properties. Proposers should review the BBCRA Plan for Project development and design guidance. Proposals will be evaluated on their

adherence and incorporation of architectural and design elements presented in the BBCRA Plan and the City of Boynton Beach Land Development Regulations. At minimum, the Proposals shall include the following requirements:

1) Construction of single-family, fee-simple units with a minimum of 1,500 square feet of living space, 3 bedrooms, 2 bathrooms, 2-car garage, hurricane impact, energy efficient windows, appliances, washing machine and dryer.
2) Each lot size should be at minimum 50 feet in width. Parcels 1 and 5 **(shown in Attachment "A")** must be subdivided into two 50-foot lots
3) All units shall remain affordable for a period of no less than 15 years with a deed restriction commencing from the date of closing transferring ownership from the Proposer to the first purchaser of the developed Project Site.
4) Front porches are encouraged but optional.
5) The development and construction of a single-family home on each Project Site must be ready for sale within 18 months of the commencement date of the Purchase and Development Agreement between the successful Proposer and the BBCRA; provided however, that if the Proposer intends to develop multiple Project Sites, the Proposer may propose a clearly defined, phased construction plan in which at least one home must be ready for sale within 18 months of the commencement of the Purchase and Development Agreement and at least one additional home is ready for sale for each successive 18-month period thereafter.
6) The Proposer shall be responsible for coordinating all utility connections as needed.
7) Proposer shall price the homes targeting the Low to Moderate income range (60%-120%) of Palm Beach County Area Median Income. The homes must be developed, constructed, and priced to prospective buyers within the targeted income range.
    a) Preference will be given to Proposals that commit to providing at least one home targeted to homebuyers within the low-income range.
8) Indicate a willingness to coordinate with the City's SHIP Funding Program for prospective homebuyers.
9) An explanation of how Proposer will market the homebuying opportunity to the community, in coordination with the BBCRA.
10) Where code-compliant, use of accessory dwelling units on Project Sites is encouraged.
11) Whether or not Proposer will allow home buyers to be selected through a public lottery process.

10. <u>Required Elements of Proposals.</u>

Proposals **<u>must</u>** contain all of the following documents and information in order to be deemed complete. Proposals not deemed complete may be rejected. **Attachment "C"** contains a checklist to help Proposers ensure Proposals are complete.

a. Provide a detailed description of the proposed Project, with text, tabulations and graphics. This should include but it is not limited to conceptual elevations, as well as the

information indicating compliance with the objectives and requirements of the Plan and the requirements specified in Paragraph 9, **Project Description and Requirements.**

b. Provide a general written statement describing the qualifications and background of the Proposer including any financial (including equity) partner.

c. Provide a completed **Attachment "D", Proposer(s) Information**.

d. Provide a certificate of good standing from the Secretary of State of Florida and the state in which the corporation is headquartered, if not Florida.

e. Provide a list of Proposer's key personnel that will be directly involved in proposed Project's development or management team, along with their professional qualifications, and if applicable a list of similar projects on which they have actively participated.

f. Provide a written list of ten single family home projects developed by the Proposer, that were completed within the last ten (10) years. The list may also include photographs, project addresses, client contact information, dates the projects were completed, and general project description.

g. Provide a proforma financial analysis/plan including a development budget with a detailed breakdown of all Project pre-development costs, other soft and financing costs, costs of property acquisition from the BBCRA, construction and other hard costs and any post-construction sales or other costs.

   Include a breakdown of the amount and terms of any proposed funding assistance being requested of the BBCRA, if applicable, and how those funds will be used when combined with other funding sources. A Proposer may submit the requested breakdown information under a format of their own choosing but must also complete the **Proposed Project Funding Uses and Sources Information** form provided as **Attachment "E."** If the Proposer intends to develop more than one Project Site, clearly present the above information for each independent phase as well as in aggregate for total project.

h. Provide proof of financial capability to complete the proposed Project and, if applicable, to secure any necessary financing. If the Proposer has a preferred lender, that should be indicated in the Proposal. Financial capability may be demonstrated by submitting a current (audited, if available) financial statement of the proposing entity, a letter of commitment from a bank or lending institution confirming financial capacity to secure the project, or similar documentation acceptable to the BBCRA clearly evidencing financial capability to complete the proposed Project. If applicable, a firm financing commitment from a lending institution or other source of investment financing will be required prior

to the closing of the sale of the Project Site, or as otherwise stipulated in negotiated Agreement between the successful Proposer and the BBCRA.

i. Disclosure of any bankruptcies by any of the above or related entities during the past ten (10) years must be made with the ITN. Financial information should be submitted in a separate, sealed envelope or package and marked '**confidential**.' Financial information will be accepted only from the Proposer as part of the submission packet and will not be accepted if it is submitted directly to the BBCRA by an outside entity or institution.

j. A signed written statement of intent to purchase the Project Site(s) indicating the proposed purchase price along with a statement of willingness to execute a Purchase and Development Agreement within ninety (90) days of selection if selected. Any Purchase and Development Agreement will contain performance-based criteria and milestone timelines for items such as, securing funding, any necessary site approvals, commencement of construction, limitations on transferability or assignability of the Agreement without prior approval from the BBCRA, termination provisions for failure to meet the criteria listed and other provisions to adequately define the rights, duties and obligations of the parties. The Purchase and Development Agreement may also contain a reverter clause.

k. Provide authorization to perform a credit check for each Proposer or business entity. The authorization form must be executed by the appropriate officer of Proposer entity (see **Attachments "F" and "F.i." Disclosure and Authorization to Perform Credit Check forms**).

l. A list of all civil and criminal legal actions in which each Proposer entity (and its parent entity if it is a subsidiary) is currently a named party or was a named party in the past four (4) years, providing the case number, case description, the state of jurisdiction, and disposition (or status) of each case. Proposer(s) may include any additional relevant information. If there are no legal actions to disclose, provide a written statement attesting to this fact. Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the Proposer (or its principals or affiliates) to complete the Project must be disclosed.

m. Provide a PowerPoint presentation of the Proposal, consisting of no more than fifteen (15) slides with maximum of three (3) slides dedicated to Proposer's past history and experience information. All remaining slides will focus on description of the development of the proposed Project (e.g. site, program, design, construction, development cost, schedule, financing, proposed acquisition terms, etc.).

n. An acknowledgement letter attesting that the Proposer has read and understands all procedures and requirements of this ITN (see **Attachment "H," Acknowledgement Letter**).

o. All other requirements contained in this ITN, including all attachments that request a response or information from the Proposer. (see **Attachment "I thru N").**

11. Submittal Requirements.

a. **Location and Deadline.** Proposals must be received by the BBCRA at 100 East Ocean Avenue, 4th Floor, Boynton Beach, FL 33435 on or before **February 10, 2026,** no later than **2:00 p.m.** Eastern Standard Time (the "Deadline"), as determined by the time stamp or clock at the BBCRA's reception area set up on the 1st Floor Lobby. Proposals received after the date and time set forth above will NOT BE ACCEPTED FOR CONSIDERATION. Proposers may withdraw submitted Proposals and resubmit at any time prior to the Deadline.

b. **Form and Number of Copies.** Proposals must be delivered in a sealed box or envelope. **Faxed and emailed Proposals will not be accepted.** In total, one (1) bound original Proposal document must be submitted with a title page listing the name of the ITN and the submitting Proposer along with one (1) unbound but clipped copy of the complete Proposal and one (1) digital copy of the complete Proposal in PDF format on a labeled thumb drive. Proposals shall be clearly marked on the outside of the envelope or delivery box container as follows:

Invitation to Negotiate
for the Development of Affordable/Workforce Infill Housing
Boynton Beach Community Redevelopment Agency
City of Boynton Beach, Florida
Issue Date: December 12, 2025
Submittal Deadline: February 10, 2026, no later than 2:00 p.m. (EST)

c. **Completeness.** All Proposals must be complete upon submittal to the BBCRA.

d. **Signature.** The Proposal, and any documents submitted with the Proposal that require a signature, must be signed by an individual authorized by Proposer to legally bind and represent Proposer.

e. **Failure to Meet Submittal Requirements.** The failure to meet the Deadline, submit a Proposal that complies with the form and number of copies requirements, or submit a complete Proposal may result in the Proposal being rejected and returned at the sole discretion of the BBCRA.

f. **Proposal validity.** Proposals shall remain valid and binding on Proposers for one hundred eighty (180) days after the submittal date.

12. ITN Documents.

The following planning and site documents are incorporated as part of this ITN and may be obtained from the BBCRA office or https://www.boyntonbeachcra.com/business-development/rfps-rfqs-itbs.

- Parcel Descriptions/Maps **(see Attachment "A")**
- Survey of BBCRA Owned Properties **(see Attachment "B")**
- Appraisals
- 2016 Boynton Beach Community Redevelopment Plan

In addition, all Proposers are encouraged to walk the Project Site(s) and will be assumed to have performed all necessary inspections on the property.

13. ITN Proposal Evaluation and Selection Process.

The BBCRA staff shall review each Proposal and make a determination as to whether each Proposal meets the minimum submission requirements for review, including whether the Proposal is complete, and whether it fully complies with the terms and conditions outlined in this ITN. A Proposer's failure to provide a substantially complete ITN response submission may result in the submission not being evaluated. The BBCRA may request clarification of submitted information from any Proposer. The confidentiality of proprietary information from competing Proposers shall be maintained to the extent permitted by law.

In addition to meeting the minimum requirements of this ITN as described in Paragraphs 9 and 10, each Proposal will be evaluated based on the information provided and on the following criteria, which are listed below in order of importance. As noted below, adequate capability to successfully undertake the proposed Project is a minimum standard which shall be met before any other criterion is considered.

a. **Capability of the Proposer and Development Team.** The primary focus of the evaluation shall be on the prior relevant experience, qualifications, and financial capacity of the Proposer (and financial partner, if any is identified and to the extent firmly committed) considering. Note that if a Proposer's qualifications and financial capacity are not considered adequate to successfully undertake the Project, the Proposer will not be considered no matter what the Proposal's merits are on other criteria. Adequacy of qualifications, relative qualifications, and capacity will be considered comparative criteria weighed along with the other criteria.

b. **Project Viability.** Proposals will be evaluated for financial, technical, and practical capabilities to successfully and timely complete the Project(s).

c. **Project Scope.** Preference will be given to Proposers who propose to develop all Project Sites, and then to Proposer who propose to develop multiple Project Sites. However, Proposers seeking to develop individual Project sites are still encouraged to apply.

d. **Fulfilment of the CRA's requirements and objectives for the Project as stated in Paragraph 1**. This would include the operational efficiency, aesthetic quality, and the amenities of the Project. The proposed Project's ability to contribute to the Heart of Boynton District with a vision to enrich the neighborhood by investing in housing, have a high-quality architecture and aesthetic appeal, and contain initiatives beyond what is required and/or that are unique solutions, will be considered.

e. **Local Work.** Preference will be given to Proposals that contain a proposed plan or program to use local businesses, contractors, sub-contractors, and laborers in the Project.

After the BBCRA staff reviews the proposals for completeness and evaluates the proposals based on the criteria above, the BBCRA staff will present the results of the review and evaluation process to the BBCRA Board at a public meeting.

The Proposers will present their proposals and their PowerPoint slide presentations before the BBCRA Board at their regular scheduled meetings in the City Commission Chambers at City Hall located at 100 E. Ocean Avenue.

In the selection of the successful Proposer (if any), the BBCRA Board will consider all Proposals that meet the minimum submission requirements for review, the BBCRA staff review, the BBCRA Advisory Board recommendation if required, and/or any other relevant data. At the conclusion of the public presentations, a Proposer may be selected by the BBCRA Board. However, the BBCRA Board is under no obligation to select a Proposer regardless of their ranking, and can, at its sole discretion, opt to terminate the ITN process or continue the process to a subsequent meeting. The CRA may also select multiple Proposers but shall not award the same Project Site to any two developers.

The existence of a contractual relationship between a Proposer and the BBCRA is contingent upon successful negotiations between the BBCRA and a selected Proposer, and execution of an Agreement by both parties. Therefore, upon selection of a successful Proposer, the BBCRA and the successful Proposer will then enter into negotiations for a Purchase and Development Agreement that will contain terms substantially similar to those contained in the successful proposal and this ITN.

i. The Purchase and Development Agreement must be in a form approved by the BBCRA Board and BBCRA legal counsel.

ii. If the BBCRA and the successful Proposer are not able to agree upon a Purchase and Development Agreement satisfactory to both parties within ninety (90) days of the selection of the successful Proposer, Proposer shall have the right to terminate the negotiations. The BBCRA may terminate negotiations at any time for any reason.

iii. If the BBCRA sends an agreed-upon Purchase and Development Agreement, or sends a Purchase and Development Agreement with a communication that informs the Proposer that the agreement constitutes the BBCRA's final offer, and Proposer fails to return an executed copy of the provided Purchase and Development Agreement within 30 days of receipt of such agreement from the BBCRA, the negotiations are deemed terminated unless the BBCRA explicitly extends the deadline in writing.

iv. The BBCRA may withdraw its offer of agreement, including a final offer, at any time prior to acceptance of such agreement.

Upon termination of negotiations or withdrawal of offer of agreement, the BBCRA may move forward as it deems appropriate, which may include entering into negotiations with another Proposer, re-advertising the ITN, electing to terminate the ITN process, or any other action it deems to be in the best interest of the BBCRA.

Any transfer of the property from the BBCRA to a Proposer for less than market value will be subject to approval of the City of Boynton Beach City Commission. Other proposals may be subject to approval of the City of Boynton Beach City Commission.

14. <u>Tentative Schedule.</u>

The following tentative schedule is anticipated for actions related to this ITN. All dates, times, and locations are subject to change. All changes will be posted to the BBCRA's website at www.boyntonbeachcra.com.

ITN Approval by CRA Board (subject to legal review):	December 9, 2025
Issue Date of ITN:	December 12, 2025
Voluntary Pre-Submission Meeting:	January 6, 2026
Question/Request for Clarification Deadline:	January 9, 2026
Submittal Deadline:	February 10, 2026
Presentation to BBCRA Board:	March 9, 2026
Draft Purchase and Development (P&D) Agreement:	May 12, 2026
CRAB Review of P&D Agreement	TBD
BBCRA Board Approval P&D Agreement:	June 9, 2026

(Note: Dates above subject to change – registered interested parties will be notified by email of changes, if any.)

15. Contact and Questions

a. **Contact Information.** All correspondence, questions, and requests for clarifications related to this ITN must be directed to the person designated as the procurement officer for this ITN:

Timothy Tack, Assistant Director
Boynton Beach Community Redevelopment Agency
100 East Ocean Avenue
4th Floor
Boynton Beach, Florida 33435
Phone: (561) 600-9091
Email: TackT@bbfl.us

b. **Form of Contact; Answers in the Form of Addenda.** All correspondence, questions, and requests must be submitted in writing via email to the person identified above and may be submitted at any time but no later than January 9, 2026. All answers to questions, clarifications, and interpretations will be issued in the form of an addenda, which becomes a part of this ITN. The Proposer must acknowledge receipt of each addenda by completing the **Addenda Acknowledgement Form** and including it with the submitted Proposal (see **Attachment "I"**). It is the responsibility of all Proposers to obtain, review and respond to any and all addenda issued. Oral explanations, information, and instructions shall not be considered binding on the BBCRA. All Proposers are encouraged to independently verify the accuracy of any information provided. Neither the BBCRA nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any Proposer, or to any assumptions made by Proposer. Written responses to all written questions submitted shall be maintained by the BBCRA in the ITN file.

c. **Limitations on Communications; Cone of Silence; No Lobbying.** Proposer or persons acting on Proposer's behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the BBCRA posting the notice of intended award (excluding Saturdays, Sundays, and state holidays), any employee, officer, or Board Member of the BBCRA concerning any aspect of this ITN, except in writing to the procurement officer or as provided in the ITN documents. Violation of this provision may be grounds for rejecting a Proposal.

Further, during the same time period, Proposer or persons acting on Proposer's behalf may not contact any BBCRA Advisory Board Member, or any other person working on behalf of the BBCRA on any matter related to this ITN.

Communication prohibited by this ITN, or by any other state, federal, or local law or regulation, may cause an individual or firm to be disqualified immediately from

participating in the Proposal or selection process. Any violation of this condition may result in rejection and/or disqualification of the Proposer's Proposal.

For purposes of this section, persons acting on Proposer's behalf shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer. This "Cone of Silence/No Lobbying" is in effect from the date of publication of the ITN and shall terminate at 1) the time the BBCRA Board selects a Proposer, rejects all Proposals, or otherwise takes action which ends the solicitation process; or 2) at the end of the seventy-two (72) hour period following the BBCRA posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, whichever is later.

16. <u>Disclosure and Disclaimer.</u>

Proposer understands and acknowledges that to the extent permitted by law, the BBCRA retains all rights, at its sole and absolute discretion, to:

a. Withdraw this ITN at any time;
b. Modify the schedule associated with this ITN;
c. Issue addenda to this ITN;
d. Request additional information, clarifications, or assurances from one or more Proposers or prospective Proposers;
e. Reject any and all Proposals;
f. Refrain from awarding an agreement as a result of this ITN;
g. Verify the accuracy of any information provided;
h. Accept Proposals that deviate from this ITN;
i. Disqualify or reject Proposals that are incomplete, untimely, or unclear;
j. Re-advertise this ITN and accept new Proposals;
k. Obtain economic feasibility studies or third-party evaluations with regard to any part of any Proposal;
l. Evaluate the Proposals through any process that complies with the BBCRA Procurement Policy, this ITN, and applicable Florida Statutes,
m. Select one or more successful Proposals or Proposers it deems will be in the best interests of the BBCRA, regardless of which Proposal appears to offer the best monetary value to the BBCRA;
n. Waive any required element or condition found in this ITN for all Proposals or for a specific Proposal;
o. Waive any formalities associated with this ITN;
p. Negotiate agreements, abandon or withdraw from negotiations, approve agreements, and take other similar actions as a result of this ITN.

Any Proposer who submits a Proposal in response to this ITN fully acknowledges all the provisions of this disclosure and disclaimer and agrees to be bound by the terms hereof. In the event of any differences between this disclosure and disclaimer and the balance of the ITN, the provisions of this disclosure and disclaimer shall govern. If Proposer fails to fully comply with all requirements of this ITN, Proposer or Proposer's Proposal may be disqualified.

17. Protests.

The Bid Protest Policy is available upon request. Submittal of a Proposal in response to this ITN constitutes acceptance of this policy.

18. Non-Discrimination.

The selected Proposer, on behalf of itself, its successors and its assigns, agrees that no person shall, on the ground of race, color, disability, national origin, religion, age, familial status, sex, or sexual orientation, be subjected to discrimination in any way that is associated with the ITN, the BBCRA, the Proposal, any agreement resulting from this ITN, or the Project.

Respondents are hereby notified that pursuant to Section 287.05701, Florida Statutes, the BBCRA may not request documentation concerning or consider a vendor's social, political, or ideological interests when determining if the respondent is a responsible respondent, and may not give preference to a respondent based on the respondent's social, political, or ideological interests.

19. Permits, Taxes, Licenses and Laws.

The successful Proposer will be required to pay for and/or obtain, at its own expense, all permits, licenses, fees, and taxes required, and to comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to responding to this ITN and carrying out the Project.

20. Sensitive and Proprietary Information.

The BBCRA will maintain the confidentiality of sensitive and proprietary information to the extent permitted by law. The BBCRA will consider all other information, documentation and other materials submitted in response to this ITN to be of non-confidential and/or non-proprietary in nature and therefore subject to public disclosure under Chapter 119 of the Florida State Statutes. If a Proposer believes any portion of a proposal is exempt from public records disclosure, the Proposer must identify the portion of the proposal it believes it is exempt, state the reason for exemption, and request the BBCRA exempt it from public records disclosure. The BBCRA will exempt portions of a proposal from public records disclosure only to the extent permitted by law.

21. Public Records.

The BBCRA is public agency subject to Chapter 119, Florida Statutes. The successful Proposer shall comply with Florida's Public Records Law. Specifically, the successful Proposer shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the BBCRA in order to perform the service;

b. Provide the public with access to such public records on the same terms and conditions that the BBCRA would provide the records and at a cost that does not exceed that 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 requirements are not disclosed except as authorized by law; and,

d. Meet all requirements for retaining public records and transfer to the BBCRA, at no cost, all public records in possession of the Proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the BBCRA in a format that is compatible with the information technology systems of the BBCRA.

IF PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ITN, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 737-3256; 100 E. Ocean Avenue, Boynton Beach, Florida 33435, TackT@bbfl.us**.**

22. Public Entity Crimes Statement.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals , or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in F.S. Sec. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

In order to qualify for consideration under this ITN, Proposer must complete and attach **Attachment "J" Public Entity Crimes Statement.**

23. Drug Free Workplace Certification

Preference shall be given to Proposer(s) with drug free work programs, under the standards described in Section 287.087, Florida Statutes. Whenever two (2) or more proposals that are equal with respect to price, quality and service are received by the BBCRA or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to receive such preference, the Proposer shall

complete and submit with its Proposal the attached certification, **Attachment "K" Drug Free Workplace Certification.**

24. E-Verify.

In any agreement resulting from this ITN, the Proposer will be required to warrant, for itself and its subcontractors, compliance with all federal immigration laws and regulations that relate to their employees. Proposer agrees and acknowledges that the BBCRA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 will apply to such an agreement.

25. Authorization for Release of Information

Proposer consents to the BBCRA checking references and contacting prior stakeholders concerning past projects Proposer has completed. Bidders must complete **Attachment "L" Authorization for Release of Information.**

26. Non-Scrutinized Entity

By submitting a bid, bidder certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. Proposers must complete **Attachment "M," Certification of Non-Scrutinized Entity.**

27. Anti-Human Trafficking Affidavit

Prior to the execution of any agreement or contract arising out of the ITN, or any renewal and/or extension thereto, the selected Proposer shall attest under penalty of perjury, that the Proposer does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Anti-Human Trafficking Affidavit as provided by the BBCRA, **Attachment "N," Anti-Human Trafficking Affidavit.**

END OF MAIN DOCUMENT - PROCEED TO ATTACHMENTS

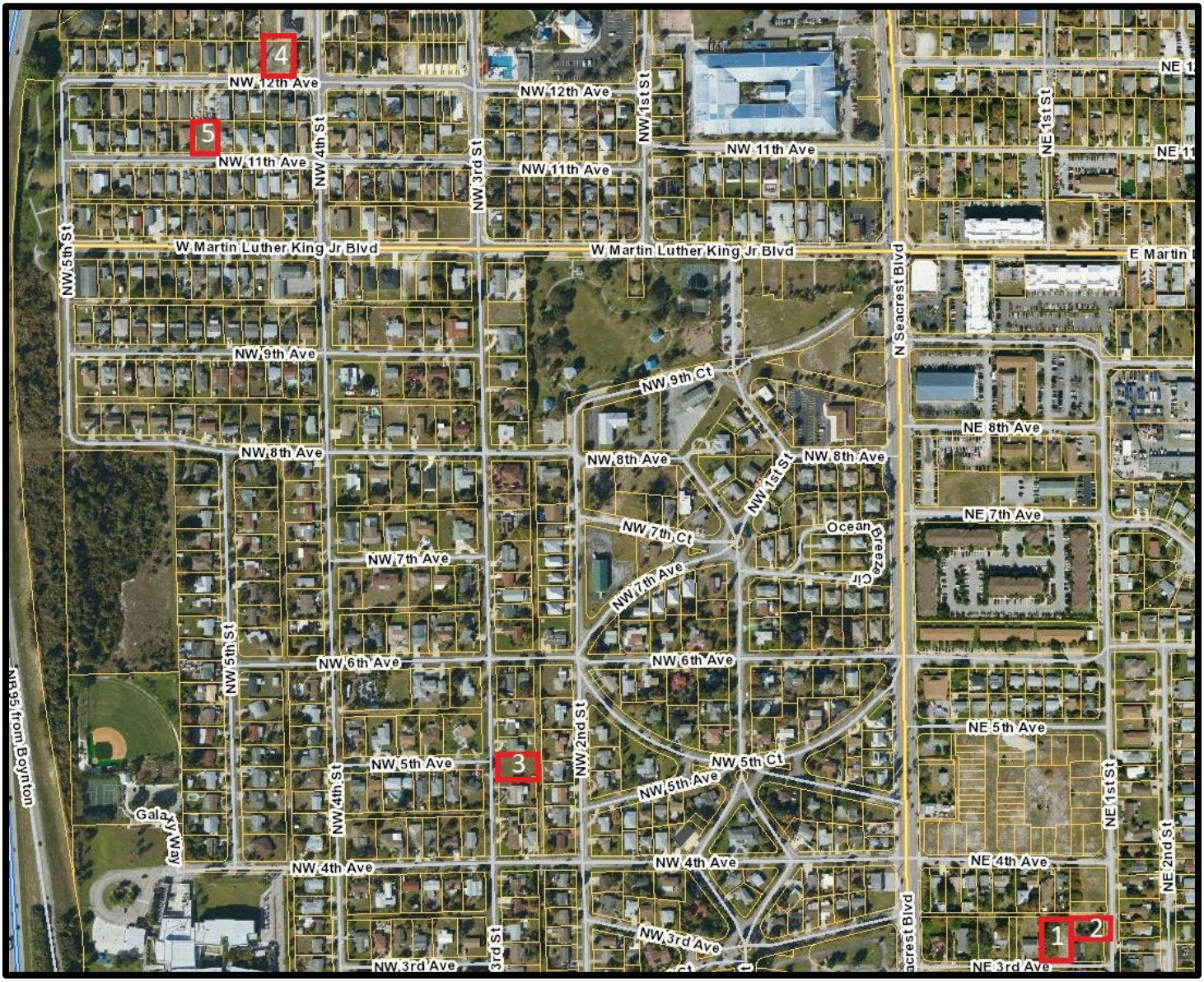
LIST OF ATTACHMENTS:

A. PARCEL DESCRIPTIONS & MAPS
B. SURVEY OF BBCRA OWNED PROPERTIES
C. PROPOSAL CHECKLIST
D. PROPOSER(S) INFORMATION
E. PROPOSED PROJECT FUNDING USES AND SOURCES INFORMATION
F. DISCLOSURE AND AUTHORIZATION TO PERFORM CREDIT CHECK (PRINCIPAL OWNERS)
    i. AUTHORIZATION TO PERFORM CREDIT CHECK (BUSINESS)
G. CITY OF BOYNTON BEACH PLANNING AND DEVELOPMENT DEPARTMENT MEETING VERIFICATION FORM
H. ACKNOWLEDGMENT LETTER
I. ADDENDA ACKNOWLEDGEMENT
J. PUBLIC ENTITY CRIMES STATEMENT
K. CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
L. AUTHORIZATION FOR RELEASE OF INFORMATION
M. CERTIFICATION OF NON-SCRUTINIZED COMPANY
N. ANTI-HUMAN TRAFFICKING AFFIDAVIT

ATTACHMENT "A"
PARCEL DESCRIPTIONS

Map Number	Address	PCN	Lot Size	Approx. Measurements	Current Zoning	Future Land Use	Potential House(s)
1	135 NE 3rd Avenue	08-43-45-21-30-002-0210	0.33	145 L x 100 W	R2 Duplex 10 DU/AC	HDR 15 DU/AC	2 Houses
2	407 NE 1st Street	08-43-45-21-30-002-0231	0.17	106 L x 70 W	R2 Duplex 10 DU/AC	HDR 15 DU/AC	1 House
3	524 NW 3rd Street	08-43-45-21-16-000-0150	0.19	118 L x 72 W	R1A 6 DU/AC	LDR 5 DU/AC	1 House
4	507 NW 12th Avenue	08-43-45-21-14-000-4360	0.24	110 L x 100 W	R2 Duplex 10 DU/AC	MDR 11 DU/AC	2 Houses
5	Lot 348 NW 11th Avenue	08-43-45-21-14-000-3480	0.18	100 L x 74 W	R2 Duplex 10 DU/AC	MDR 11 DU/AC	1 House
						TOTAL	**7 Houses**

ATTACHMENT “A”
PARCEL MAPS



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ATTACHMENT "A"
PARCEL MAPS



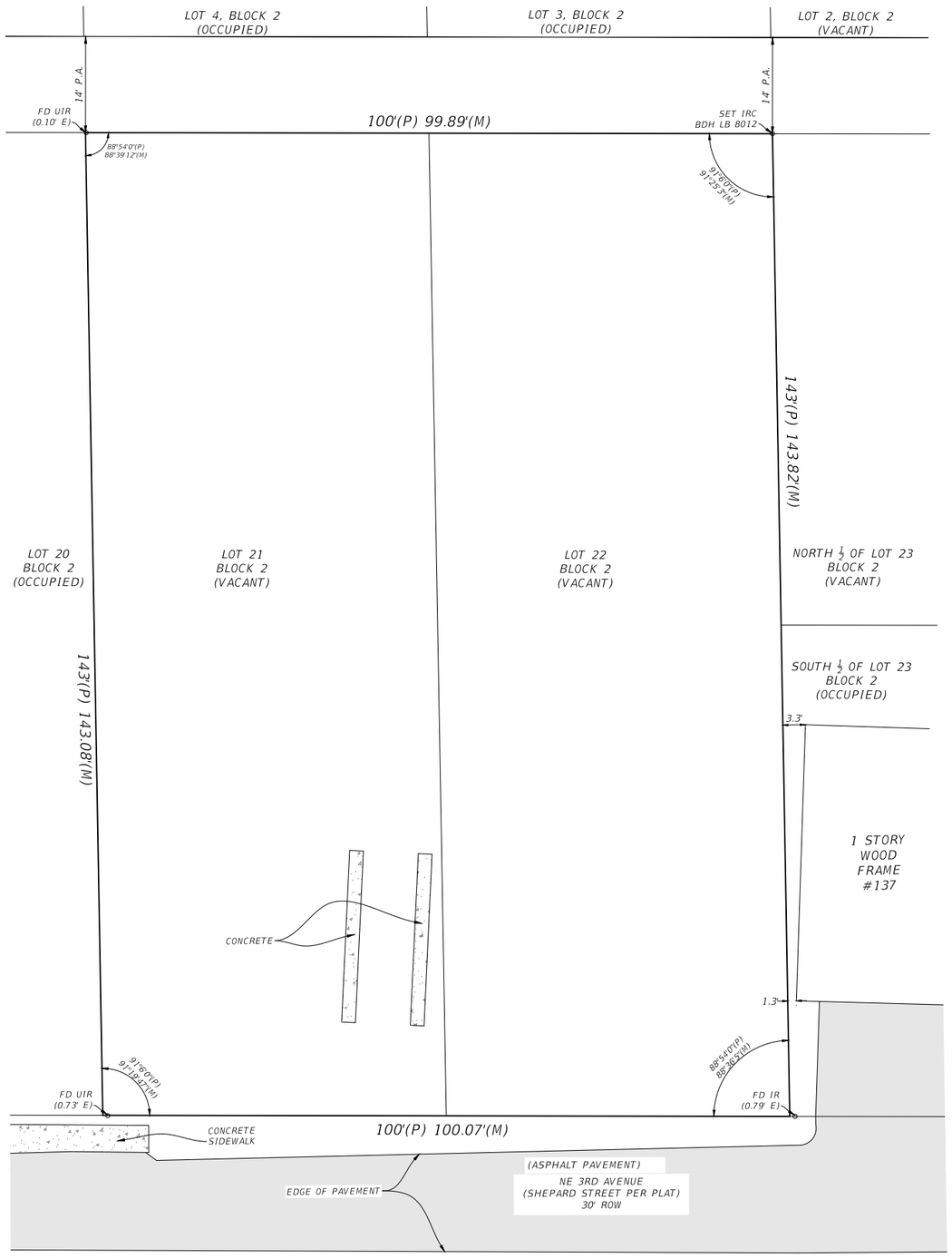


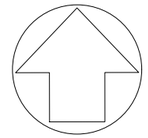
ATTACHMENT “A”
PARCEL MAPS



ATTACHMENT “B”

SURVEYS OF BBCRA OWNED PROPERTIES

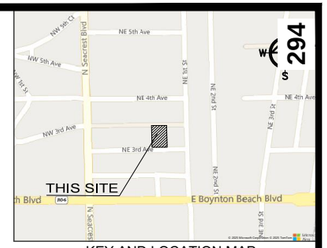




0 10' 20' 40'

GRAPHIC SCALE

FULLSIZE (24" X 36"): 1" = 10'
HALFSIZE (11" X 17"): 1" = 20'



KEY AND LOCATION MAP
FULL SIZE (24"X36"): 1" = 500'
HALF SIZE (11"X17"): 1" = 1000'

TOPO LEGEND:

- FOUND 5/8" IR OR IP UNMARKED
- EX. WATER METER
- WOOD POWER POLE
- H/C DETECTABLE WARNINGS
- ASPHALT PAVEMENT
- CONCRETE
- SECTION CORNER
- QUARTER SECTION CORNER

ABBREVIATIONS:

BLDG.	=	BUILDING
B.M.	=	BENCH MARK
CL.	=	CENTERLINE
D	=	DEED
CONC	=	CONCRETE
FD	=	FOUND
GV	=	GATE VALVE
IR	=	IRON ROD
IRC	=	IRON ROAD & CAP
N/D	=	NAIL AND DISK
N/T	=	NAIL AND TAB
OE	=	OVERHEAD POWER LINE
O.R.B.	=	OFFICIAL RECORDS BOOK
P	=	PLAT
P.A.	=	PLATTED ALLEY
PBC	=	PALM BEACH COUNTY
PG.	=	PAGE
RP	=	ROAD PLAT
SW	=	SIDEWALK
SR	=	STATE ROAD
UIR	=	UNMARKED IRON ROD
WM	=	WATER METER
WPP	=	WOOD POWER POLE
WF	=	WOOD FENCE
TYP.	=	TYPICAL
P.A.	=	PLAT BOOK
ROW	=	RIGHT OF WAY

LEGAL DESCRIPTION:

LOTS 21 AND 22, BLOCK 2, SHEPARD FUNK ADDITION TO THE TOWN OF BOYNTON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 15, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEY NOTES:

1. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID UNLESS SEALED BY THE SIGNING SURVEYOR.
2. THIS DRAWING IS THE PROPERTY OF BDH CONSULTING GROUP, LLC AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF BDH CONSUTING GROUP, LLC.
3. THE UNDERSIGNED HAS REVIEWED THE PROPERTY FOR EASEMENTS, AND OTHER SIMILAR MATTERS OF RECORD PER CLIENT PROVIED AMERICAN LAND TITLE ASSOCIATION COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:
   COMMITMENT NUMBER: 1634640,
   ISSUING OFFICE FILE NUMBER: BBCRA/135 NE 3RD AVE".
4. LEGAL DESCRIPTION PER ABOVE REFERENCED PROVIDED TITLE COMMITMENT.
5. THIS SURVEY DOES NOT PURPORT TO IDENTIFY IMPROVEMENTS BELOW GRADE, IF ANY, EXCEPT AS SPECIFICALLY NOTED HEREON.
6. DISTANCE AND ANGLES SHOWN HEREON ARE BASED ON PLATTED MEASUREMENTS, FIELD MEASUREMENTS, AND CALCULATIONS WITHIN THE PLAT SHEPARD-FUNK ADDITION, PLAT BOOK 2, PAGE 15.
7. THIS SURVEY WAS PERFORMED ON THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM WITH REAL TIME KINEMATIC. ALL DISTANCES ARE GRID DISTANCES.
8. FLOOD ELEVATION INFORMATION:
   COMMUNITY NO. = 120196 PANEL NO. = 070789
   DATE OF FIRM = 12/20/2024 SUFFIX = G
   FIRM ZONES = X BASE FLOOD ELEVATION = N/A
9. PROPERTY ADDRESS: 135 NE 3RD AVENUE, BOYNTON BEACH, FL 33435
10. BROWARD COUNTY PARCEL CONTROL NUMBER: 08-43-45-21-30-002-0210
11. CONTAINING 14,297.36 SF, MORE OR LESS.
12. CERTIFY TO: BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

    LEWIS, LONGMAN & WALKER, PA

    OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTES:
I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

05/05/2025
DATE OF LAST FIELD WORK

DERIS H. BARDALES, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRARTION NUMBER 6778

NOTE: THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DERIS H. BARDALES USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

BDH CONSULTING GROUP
ENGINEERS • SURVEYORS • PLANNERS
Helping you with your Engineering, Surveying & Planning Needs
712 NE 8TH AVENUE BOYNTON BEACH, FLORIDA 33435
P: (561) 452-2348 • F: (561) 327-2654 • W: WWW.BDHCG.COM
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION # 30026
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION # LB8012

NO	REVISIONS / SUBMISSIONS	DATE
1	REVISED SURVEY NOTES	05/8/25

PROJECT NO	25-04218
DATE	05/05/2025
DESIGNED	N/A
DRAWN	GS
CHECKED	DH
REVIEWED	DH
SCALE	1"=10'

PROJECT TITLE

135 NE 3RD AVENUE, BOYNTON BEACH, FLORIDA 33435

BOUNDARY SURVEY

SEAL

DATE: 05/05/25

DRAWING NO. S-1

LEGAL DESCRIPTION AND CERTIFICATION

Tne North 1/2 of Lot 23 and the North 1/2 of Lot 24, less the East 10' thereof, Block 2, SHEPARD-FUNK ADDITION, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in Plat Book 2, Page 15.

Community Number: 120196 Panel: 0793 Suffix: F Flood Zone: X Field Work: 11/1/2020

Certified To:
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY; LEWIS, LONGMAN & WALKER, P.A.; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Property Address:
407 NE 1ST STREET
BOYNTON BEACH, FL 33435

Survey Number: 441086

Client File Number: BBCRA/KALLIANTAS

ABBREVIATION DESCRIPTION:

A.E.	ANCHOR EASEMENT
A/C	AIR CONDITIONER
B.M.	BENCH MARK
B.R.	BEARING REFERENCE
(C)	CALCULATED
Δ	CENTRAL / DELTA ANGLE
CH	CHORD
(D)	DEED / DESCRIPTION
D.E.	DRAINAGE EASEMENT
D.H.	DRILL HOLE
D/W	DRIVEWAY
E.O.W.	EDGE OF WATER
F.C.M.	FOUND CONCRETE MONUMENT
F.F. EL.	FINISH FLOOR ELEVATION
F.I.P.	FOUND IRON PIPE
F.I.R.	FOUND IRON ROD
F.P.K.	FOUND PARKER-KALON NAIL
(L)	LENGTH
L.A.E.	LIMITED ACCESS EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
(M)	MEASURED / FIELD VERIFIED
M.H.	MANHOLE
N&D	NAIL & DISK
N.R.	NOT RADIAL
N.T.S.	NOT TO SCALE
O.H.L.	OVERHEAD UTILITY LINES
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.C.	POINT OF REVERSE CURVE
P.T.	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
(R)	RADIAL / RADIUS
S.I.R.	SET IRON ROD
T.O.B.	TOP OF BANK
U.E.	UTILITY EASEMENT

SYMBOL DESCRIPTIONS:

= CATCH BASIN
= CENTERLINE ROAD
= COVERED AREA
+ X.XX = EXISTING ELEVATION
= HYDRANT
= MANHOLE
= METAL FENCE
= MISC. FENCE
= PROPERTY CORNER
U.B. = UTILITY BOX
U.P. = UTILITY POLE
WM = WATER METER
= WELL
= WOOD FENCE

PAGE 1 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 2)

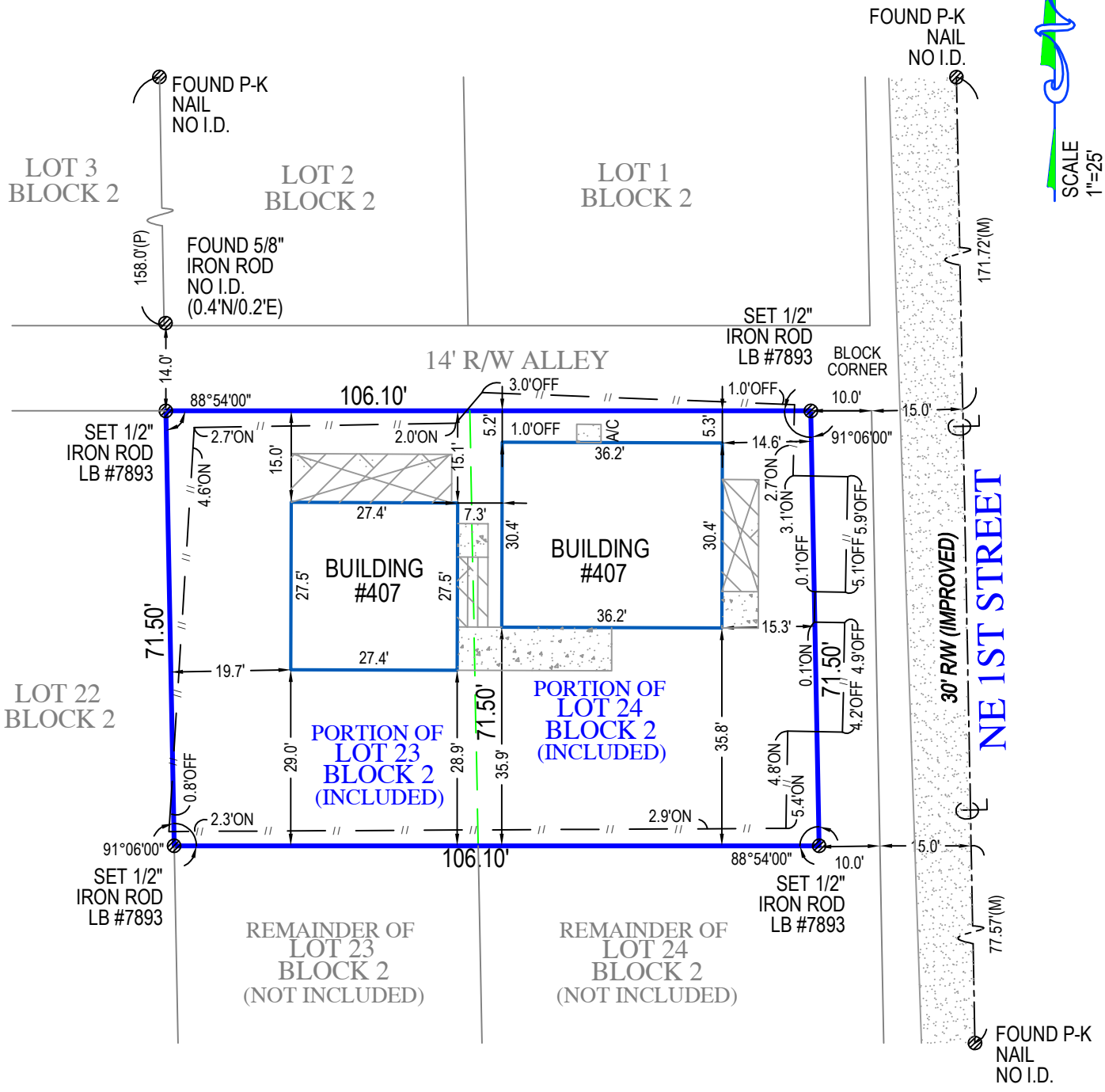
GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.G.V.D. 1929
9) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

BOUNDARY SURVEY

SURVEY NOTES
THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY.



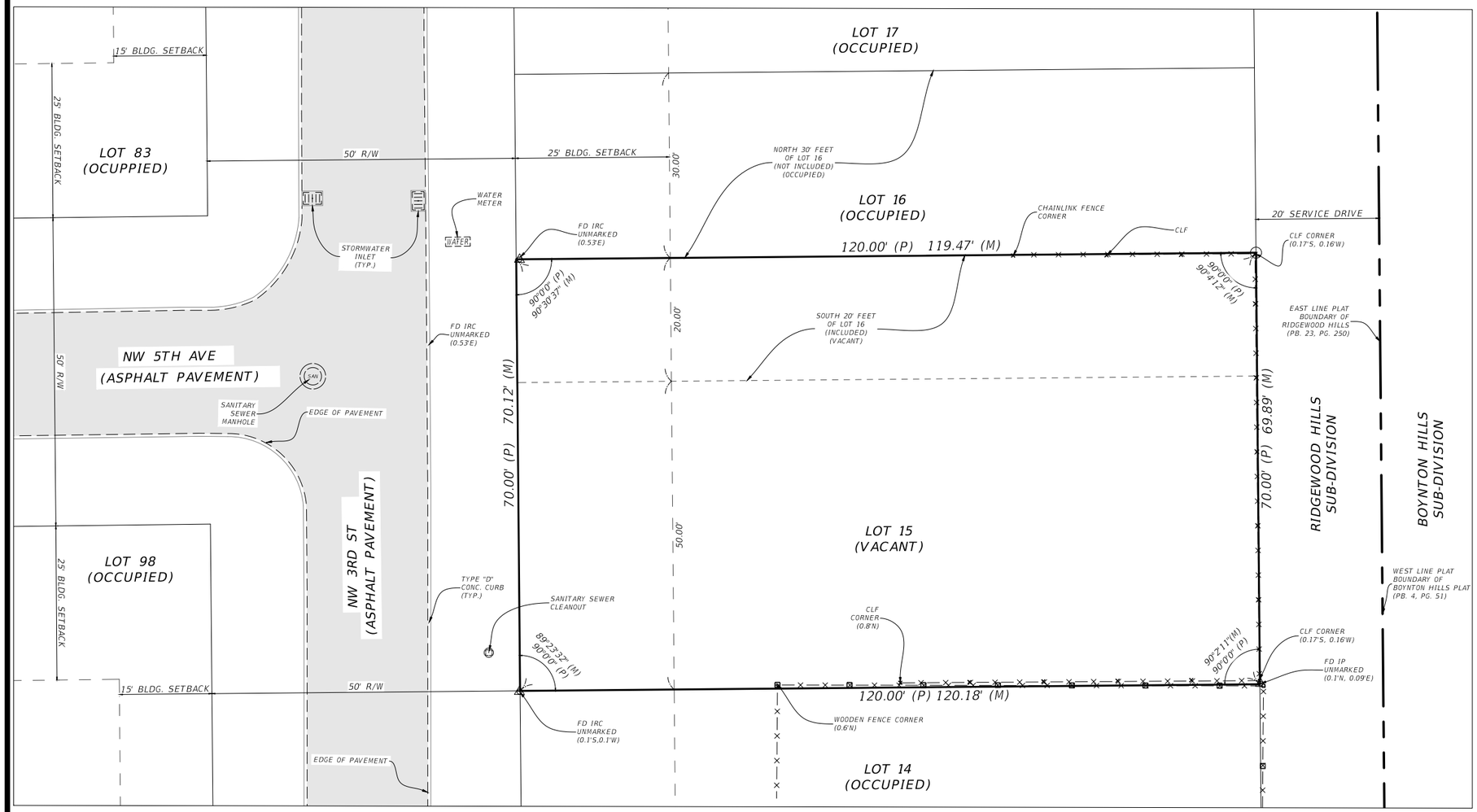
KENNETH J OSBORNE CERTIFICATE No. 6415 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

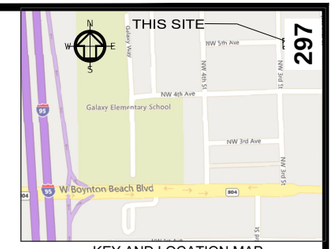
SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

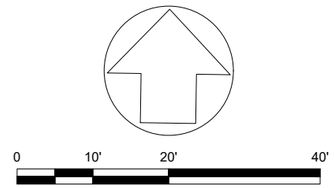
(SIGNED)
KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net





KEY AND LOCATION MAP
FULL SIZE (24"X36"): 1" = 500'
HALF SIZE (11"X17"): 1" = 1000'



GRAPHIC SCALE
FULLSIZE (24" X 36"): 1" = 10'
HALFSIZE (11" X 17"): 1" = 20'

LEGAL DESCRIPTION:

LOT 15 AND SOUTH 20 FT OF LOT 16, RIDGEWOOD HILLS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 250, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEY NOTES:

1. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID UNLESS SEALED BY THE SIGNING SURVEYOR.
2. THIS DRAWING IS THE PROPERTY OF BDH CONSULTING GROUP, LLC AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF BDH CONSUTING GROUP, LLC.
3. THE UNDERSIGNED HAS NOT REVIEWED THE PROPERTY FOR EASEMENTS, AND OTHER SIMILAR MATTERS OF RECORD.
4. LEGAL DESCRIPTION PER CLIENT PROVIDED TITLE COMMITMENT NUMBER 1516287.
5. THIS SURVEY DOES NOT PURPORT TO IDENTIFY IMPROVEMENTS BELOW GRADE, IF ANY, EXCEPT AS SPECIFICALLY NOTED HEREON.
6. DISTANCE AND ANGLES SHOWN HEREON ARE BASED ON PLATTED MEASUREMENTS, FIELD MEASUREMENTS, AND CALCULATIONS WITHIN THE RIDGEWOOD HILLS PLAT.
7. THIS SURVEY WAS PERFORMED ON THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM WITH REAL TIME KINEMATIC. ALL DISTANCES ARE GRID DISTANCES.
8. FLOOD ELEVATION INFORMATION:
   COMMUNITY NO. = 120196 PANEL NO. = 0787
   DATE OF FIRM = 10/05/2017 SUFFIX = F
   FIRM ZONES = X BASE FLOOD ELEVATION = N/A
9. PROPERTY ADDRESS: 524 NW 3RD ST, BOYNTON BEACH, FLORIDA 33435 (VACANT).
10. PALM BEACH COUNTY PARCEL CONTROL NUMBER: 08-43-45-21-16-000-0150
11. CONTAINING 8400.00 SF, MORE OR LESS.
12. CERTIFIED TO: BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
    LEWIS, LONGMAN & WALKER, PA
    OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTES:
I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ABBREVIATIONS:

BLDG.	=	BUILDING	F.F.	=	FINISHED FLOOR	OHW	=	OVERHEAD WIRES	P.B.C.R.	=	PALM BEACH COUNTY RECORDS
B.M.	=	BENCH MARK	GV	=	GATE VALVE	O.R.B.	=	OFFICIAL RECORD BOOK	R	=	RADIUS
C	=	CALCULATED	H	=	HEIGHT	(P)	=	PLATTED	R/W	=	RIGHT OF WAY
CLF	=	CHAIN LINK FENCE	H/C	=	HANDICAP	PE	=	PLATTED EASEMENT	SECT.	=	SECTION
CONC	=	CONCRETE	IP	=	IRON PIPE	PN	=	PARCEL NUMBER	S	=	SOUTH
C.M.	=	CONCRETE MONUMENT	IR	=	IRON ROAD	PG.	=	PAGE	SAN	=	SANITARY
CBS	=	CONCRETE BLOCK STRUCTURE	IRC	=	IRON ROAD & CAP	P.R.M.	=	PERMANENT REFERENCE MONUMENT	SF	=	SQUARE FEET
CSE	=	COVERED SCREENED ENCLOSURE	LB	=	LICENSED BUSINESS	(P)	=	PLAT	S/W	=	SIDEWALK
D&C	=	DEEDED AND CALCULATED	(M)	=	MEASURED	PB.	=	PLAT BOOK	SR	=	STATE ROAD
D	=	DEEDED	M&P	=	MEASURED AND PLATTED	P.A.	=	PLATTED ALLEY	ST	=	STREET
E	=	EAST	N	=	NORTH	P.O.B.	=	POINT OF BEGINNING	S.S.E.	=	SANITARY SEWER EASEMENT
EB	=	ELECTRIC BOX	N/D	=	NAIL AND DISK	P.O.C.	=	POINT OF COMMENCEMENT	TYP.	=	TYPICAL
EL	=	ELEVATION	N/T	=	NAIL AND TAB	PC	=	POINT OF CURVATURE	W	=	WEST
EX	=	EXISTING	N/A	=	NON-APPLICABLE	PCN	=	PROPERTY CONTROL NUMBER	WM	=	WATER METER
FD	=	FOUND	NAVD	=	NORTH AMERICAN VERTICAL DATUM	PRC	=	POINT OF REVERSE CURVATURE	WPP	=	WOOD POWER POLE
			N	=	NORTH	PT	=	POINT OF TANGENCY	WF	=	WOOD FENCE
			N.T.S.	=	NOT TO SCALE	P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER			
			O/S	=	OFFSET	PROP.	=	PROPOSED			

TOPO LEGEND:

- FOUND 5/8" IR OR IP UNMARKED
- EX. WATER METER
- WOOD POWER POLE
- SANITARY SEWER CLEANOUT
- SECTION CORNER
- QUARTER SECTION CORNER
- SET 5/8" IR BDH CONSULTING GROUP/LB 8012/DO NOT DISTURB

04/26/2024
DERIS H. BARDALES, P.S.M. — DATE OF LAST FIELD WORK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRARTION NUMBER 6778

NOTE: THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DERIS H. BARDALES USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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P: (561) 452-2348 • F: (561) 327-2654 • W: WWW.BDHCG.COM
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION # 30026
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION # LB8012

NO	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	24-04122
DATE	5/15/2024
DESIGNED	N/A
DRAWN	CB
CHECKED	DH
REVIEWED	DH
SCALE	1"=10'

PROJECT TITLE
524 NW 3RD ST, BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

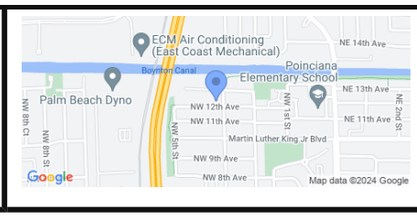
BOUNDARY SURVEY

SEAL

25

DATE: 03/30/24

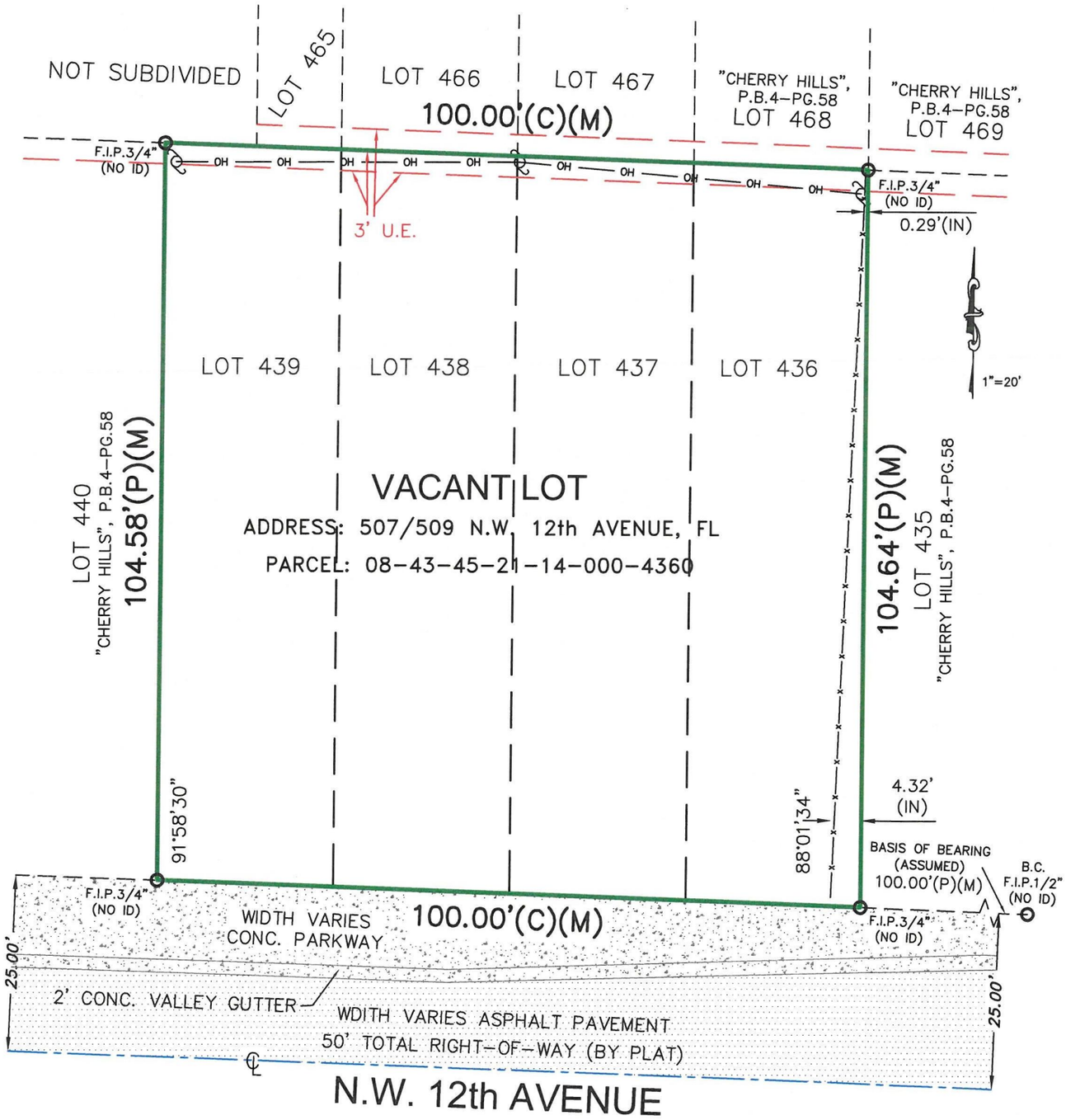
DRAWING NO.: S-1



Proudly Serving the Florida Real Estate Community for Over 20 Years

WWW.MELANDSERVICES.COM

This survey shall not be used for construction/permitting purposes without written consent from the land surveyor who has signed and sealed this survey.



Accepted By: _____

Property Address:
507/509 N.W. 12 Avenue
Boynton Beach , FLORIDA 33435

Notes: **FENCE ENCUMBERS 3' UTILITY EASEMENT ALONG NORTH PROPERTY LINE.**

SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYOR'S IN CHAPTER 5J-I7-052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 427-023 FLORIDA STATUTES.

SIGNED _____ **FOR THE FIRM**
Efrain Lopez
STATE OF FLORIDA **P.S.M. No. 6792**

EFRAIN LOPEZ LICENSE NUMBER NO. 6792 07/19/24 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND / OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER

M.E. Land Surveying, LLC
P.O. Box 970685
Miami, FL 33197
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989

Surveyor's Legend

LIMITED ACCESS RIGHT-OF-WAY LINE							
PROPERTY LINE							
STRUCTURE LINE	FND	FOUND IRON PIPE / PIN AS NOTED ON PLAT	B.R.	BEARING REFERENCE	TEL.	TELEPHONE FACILITES
CONCRETE BLOCK WALL				CENTRAL ANGLE OR DELTA	U.P.	UTILITY POLE
CHAIN LINK FENCE OR WIRE FENCE	LB#	LICENSE # - BUSINESS	R	RADIUS	E.U.B.	ELECTRIC UTILITY BOX
WOOD FENCE	LS#	LICENSE # - SURVEYOR	RAD	RADIAL	SEP.	SEPTIC
IRON FENCE	CALC	CALCULATED POINT	N.R.	NON RADIAL	D.F.	DRAINFIELD
EASEMENT	SET	SET PIN	TYP.	TYPICAL	A/C	AIR CONDITIONER
CENTER LINE	▲	CONTROL POINT	I.R.	IRON ROD	S/W	SIDEWALK
WOOD DECK	■	CONCRETE MONUMENT	I.P.	IRON PIPE	DWY	DRIVEWAY
			N&D	NAIL & DISK	SCR.	SCREENED
ASPHALT	⊕	BENCHMARK	PK NAIL	PARKER-KALON NAIL	GAR.	GARAGE
BRICK / TILE	ELEV	ELEVATION	D.H.	DRILL HOLE	ENCL.	ENCLOSURE
	P.T.	POINT OF TANGENCY	(W)	WELL	N.T.S.	NOT TO SCALE
WATER	P.C.	POINT OF CURVATURE	FH	FIRE HYDRANT	F.F.	FINNISHED FLOOR
	P.R.M.	PERMANENT REFERENCE MONUMENT	(M)	MANHOLE	T.O.B.	TOP OF BANK
APPROXIMATE EDGE OF WATER	P.C.C.	POINT OF COMPOUND CURVATURE	O.H.L.	OVERHEAD LINES	E.O.W.	EDGE OF WATER
COVERED AREA	P.R.C.	POINT OF REVERSE CURVATURE	TRANS.	TRANSFORMER	E.O.P.	EDGE OF PAVEMENT
TREE	P.O.B.	POINT OF BEGINNING	CATV	CABLE TV RISER	C.V.G	CONCRETE VALLEY GUTTER
	P.O.C.	POINT OF COMMENCEMENT	W	WATER METER	B.S.L.	BUILDING SETBACK LINE
POWER POLE	P.C.P.	PERMANENT CONTROL POINT	P/E	POOL EQUIPTMENT	S.T.L.	SURVEY TIE LINE
CATCH BASIN	M	FIELD MEASUREMENT	CONC.	CONCRETE SLAB	℄	CENTER LINE
	D	DEED	ESMT	EASEMENT	R/W	RIGHT-OF-WAY
C.U.E.	C	CALCULATED	D.E.	DRAINAGE EASEMENT	P.U.E.	PUBLIC UTILITY EASEMENT
I.E./E.E.	L.M.E.	LAKE OR LANDSCAPE MAINTENANCE EASEMENT	L.B.E.	LANDSCAPE BUFFER EASEMENT	C.M.E.	CANAL MAINTENANCE EASEMENT
U.E.	R.O.E.	ROOF OVERHANG EASEMENT	L.A.E.	LIMITED ACCESS EASEMENT	A.E.	ANCHOR EASEMENT
EP	CONC.	CONCRETE	B.C.R.	BROWARD COUNTY RECORDS	ID	IDENTIFICATION
PG.	CSW	CONCRETE SIDEWALK	F.I.R.	FOUND IRON PIN / REBAR	BC	BLOCK CORNER
P.B.	L	CURVE LENGHT	WF	WOOD FENCE		

Property Address:

507/509 N.W. 12 Avenue
Boynton Beach , FLORIDA 33435

Flood Information:

Community Number: 120196
Panel Number: 12099C0787
Suffix: B
Date of Firm Index: 10/05/2017
Flood Zone: X
Base Flood Elevation:
Date of Field Work: 07/12/2024
Date of Completion: 07/19/2024

General Notes:

1.) The Legal Description used to perform this survey was supplied by others. This survey does not determine or is not to imply ownership
2.) This survey only shows above ground improvements. Underground utilities, footings, or encroachments are not located on this survey map
3.) The minimum relative distance accuracy for this type of Survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of closed geometric figures was found to exceed this requirement. Well-identified features as depicted on the Survey Map were measure to an estimated horizontal positional accuracy of 1/10 foot.
4.) If there is a septic tank, well, or drain field on this survey, the location of such items was shown to us by others and the information was not verified.
5.) Examination of the abstract of title will have to be made to determine recorded instruments, if any, affect this property. The lands shown herein were not abstracted for easement or other recorded encumbrances not shown on the plat.
6.) Wall/fence ties shown are from the inside face of the wall/fence to the property line.
7.) Fence ownership is not determined.
8.) Bearings referenced to line noted B.R also are assumed.
9.) Dimensions shown are platted and measured unless otherwise shown.
10.) No identification found on property corners unless noted.
11.) Not valid unless sealed with the signing surveyors embossed seal.
12.) Boundary survey means a drawing and/or graphic representation of the survey work performed in the field, could be drawn at a shown scale and/or not to scale.
13.) Elevations if shown are based upon NGVD 1929 unless otherwise noted.
14.) This is a BOUNDARY SURVEY unless otherwise noted.
15.) This survey is exclusive for the use of the parties to whom it is certified. The certifications do not extend to any unnamed parties.
16.) This survey shall not be used for construction/permitting purposes without written consent from the land surveyor who has signed and sealed this survey.

Legal Description:
Lot 436, 437, 438 and 439, of CHERRY HILLS, according to the plat thereof, as recorded in Plat Book 4, Page 58, of the public records of Palm Beach County, FLORIDA

Printing Instructions:
While viewing the survey in any PDF Reader, select the File Drop-down and select "Print". Select a color printer, if available; or at least one with 8.5" x 14" (legal) paper.
Select ALL for Print Range, and the # of copies you would like to print out.
Under the "Page Scaling" please make sure you have selected "None".
Do not check the "Auto-rotate and Center" box.
Check the "Choose Paper size by PDF" checkbox, then click OK to print.

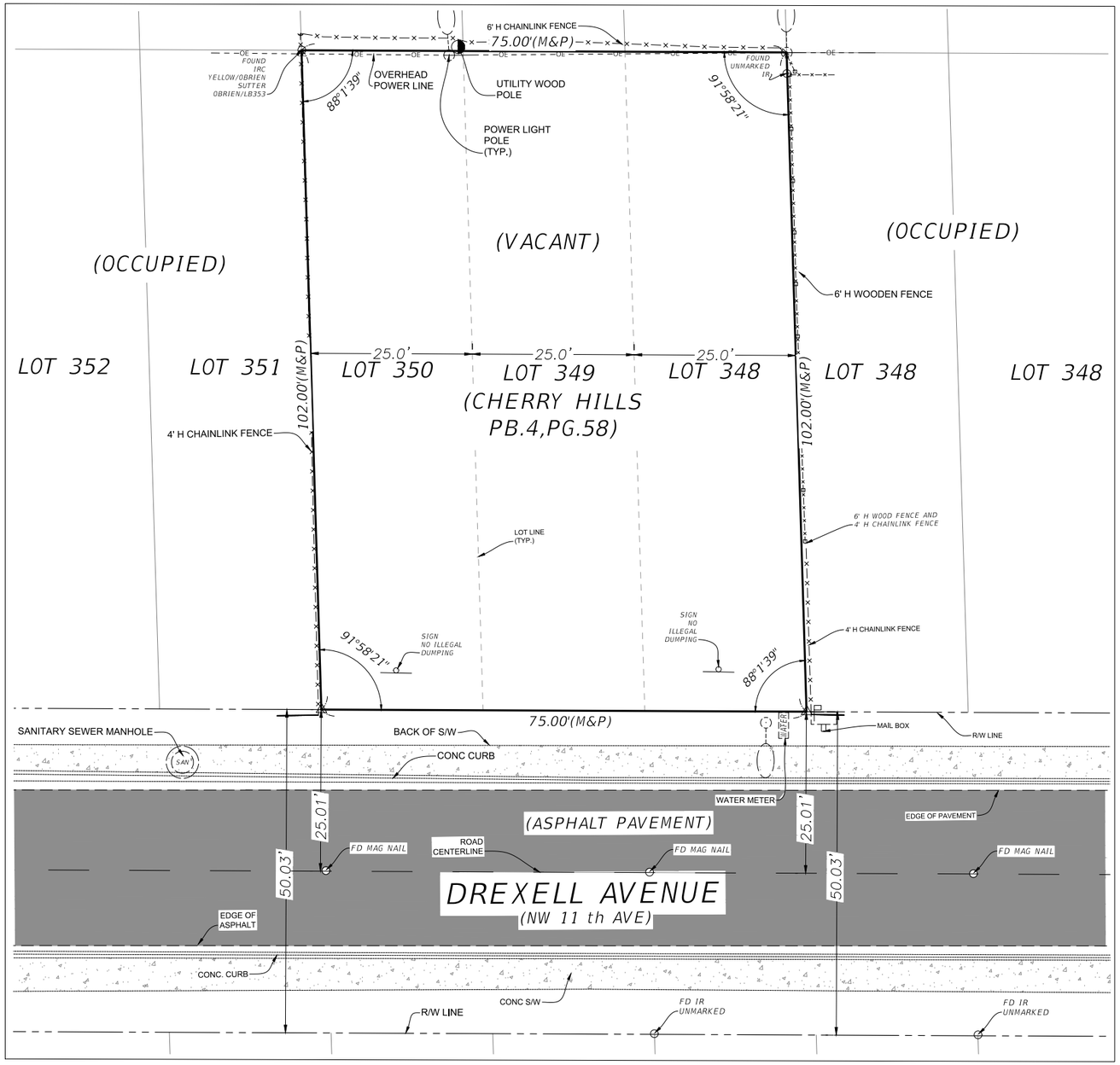
Certified To:
The Boynton Beach Community Redevelopment Agency
Lewis, Longman & Walker, P.A.
Old Republic National Title Insurance Company
its successors and/or assigns as their interest may appear.

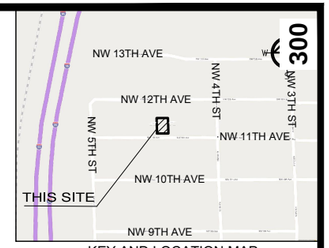
Please copy below for policy preparation purposes only:
This policy does not insure against loss or damage by reason of the following exceptions: Any rights, easements, interests, or claims which may exist by reason of, or reflected by, the following facts shown on the survey prepared by Efrain Lopez *, for M.E. Land Surveying, LLC., dated* 07/19/2024 *bearing Job #* B-143844 *:*

a. *FENCE ENCUMBERS 3' UTILITY EASEMENT ALONG NORTH PROPERTY LINE.*

M.E. Land Surveying, LLC

P.O. Box 970685 Miami, FL 33197
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989





KEY AND LOCATION MAP
FULL SIZE (24"X36"): 1" = 500'
HALF SIZE (11"X17"): 1" = 1000'

0 10' 20' 40'

GRAPHIC SCALE
FULLSIZE (24" X 36"): 1" = 10'
HALFSIZE (11" X 17"): 1" = 20'

LEGAL DESCRIPTION:
CHERRY HILLS, BOYNTON LTS 348 TO 350 INC. AS RECORDED IN PLAT BOOK 4, PAGE 58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEY NOTES:

1. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID UNLESS SEALED BY THE SIGNING SURVEYOR.
2. THIS DRAWING IS THE PROPERTY OF BDH CONSULTING GROUP, LLC AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF BDH CONSUTING GROUP, LLC.
3. THE UNDERSIGNED HAS NOT REVIEWED THE PROPERTY FOR EASEMENTS, AND OTHER SIMILAR MATTERS OF RECORD.
4. LEGAL DESCRIPTION PER PROPERTY WARRANTY DEED.
5. THIS SURVEY DOES NOT PURPORT TO IDENTIFY IMPROVEMENTS BELOW GRADE, IF ANY, EXCEPT AS SPECIFICALLY NOTED HEREON.
6. DISTANCE AND ANGLES SHOWN HEREON ARE BASED ON PLATTED MEASUREMENTS, FIELD MEASUREMENTS, AND CALCULATIONS WITHIN THE PLAT ENTITLED CHERRY HILLS
7. THIS SURVEY WAS PERFORMED ON THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM WITH REAL TIME KINEMATIC. ALL DISTANCES ARE GRID DISTANCES.
8. FLOOD ELEVATION INFORMATION:
   COMMUNITY NO. = 120196 PANEL NO. = 0787
   DATE OF FIRM = 10/05/2017 SUFFIX = F
   FIRM ZONES = X BASE FLOOD ELEVATION = N/A
9. PROPERTY ADDRESS: NW 11TH AVE, BOYNTON BEACH, FLORIDA 33435 (VACANT).
10. PALM BEACH COUNTY PARCEL CONTROL NUMBER: 08-43-45-21-14-000-3480
11. CONTAINING 7647 SF, MORE OR LESS.
12. CERTIFIED TO: BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
    LEWIS, LONGMAN & WALKER, PA
    ATTORNEY'S TITLE INSURANCE FUND

ABBREVIATIONS:

BLDG.	=	BUILDING	GV	=	GATE VALVE	OHW	=	OVERHEAD WIRES	PROP.	=	PROPOSED
B.M.	=	BENCH MARK	H	=	HEIGHT	O.R.B.	=	OFFICIAL RECORD BOOK	P.B.C.R.	=	PALM BEACH COUNTY RECORDS
CLF	=	CHAIN LINK FENCE	IP	=	IRON PIPE	PE	=	PLATTED EASEMENT	R.	=	RADIUS
CONC	=	CONCRETE	IR	=	IRON ROAD	PN	=	PARCEL NUMBER	R/W	=	RIGHT OF WAY
C.M.	=	CONCRETE MONUMENT	IRC	=	IRON ROAD & CAP	PG	=	PAGE	SECT.	=	SECTION
CBS	=	CONCRETE BLOCK STRUCTURE	LB	=	LICENSED BUSINESS	P.R.M.	=	PERMANENT REFERENCE MONUMENT	S	=	SOUTH
CSE	=	COVERED SCREENED ENCLOSURE	M&P	=	MEASURED AND PLATTED	(P)	=	PLAT	SF	=	SQUARE FEET
E	=	EAST	N	=	NORTH	PB.	=	PLAT BOOK	S/W	=	SIDEWALK
EB	=	ELECTRIC BOX	N/D	=	NAIL AND DISK	P.A.	=	PLATTED ALLEY	SR	=	STATE ROAD
EL	=	ELEVATION	N/T	=	NAIL AND TAB	P.O.B.	=	POINT OF BEGINNING	ST	=	STREET
EX	=	EXISTING	N/A	=	NON-APPLICABLE	P.O.C.	=	POINT OF COMMENCEMENT	S.S.E.	=	SANITARY SEWER EASEMENT
F.F.	=	FINISHED FLOOR	NAVD	=	NORTH AMERICAN VERTICAL DATUM	PC	=	POINT OF CURVATURE	TYP.	=	TYPICAL
			N	=	NORTH	PRC	=	POINT OF REVERSE CURVATURE	W	=	WEST
			N.T.S.	=	NOT TO SCALE	PT	=	POINT OF TANGENCY	WM	=	WATER METER
			O/S	=	OFFSET	P.S.M.	=	PROFESSIONAL SURVEYOR AND MAPPER	WPP	=	WOOD POWER POLE

TOPO LEGEND:

- FOUND 5/8" IR OR IP UNMARKED
- EX. WATER METER
- WOOD POWER POLE
- SIGN POST
- POWER LIGHT POLE
- SET 5/8" IR BDH CONSULTING GROUP/LB 8012/DO NOT DISTURB

NOTES:
I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

02/16/2024
DATE OF LAST FIELD WORK

DERIS H. BARDALES, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRARTION NUMBER 6778

BDH CONSULTING GROUP
ENGINEERS • SURVEYORS • PLANNERS
Helping you with your Engineering, Surveying & Planning Needs
712 NE 8TH AVENUE BOYNTON BEACH, FLORIDA 33435
P: (561) 452-2348 • F: (561) 327-2654 • W: WWW.BDHCG.COM
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION # 30026
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION # LB8012

NO	REVISIONS / SUBMISSIONS	DATE

PROJECT NO	24-02163
DATE	FEBRUARY 16, 2024
DESIGNED	N/A
DRAWN	CB
CHECKED	DH
REVIEWED	DH
SCALE	1"=10'

PROJECT TITLE
CHERRY HILLS, BOYNTON LTS 348 TO 350 A BOUNDARY SURVEY

BOUNDARY SURVEY

SEAL

28

DATE: 02/16/24

DRAWING NO. S-1

ATTACHMENT "C"

PROPOSAL CHECKLIST

This checklist is provided as an abbreviated reference to Paragraph 10, Proposal Submission Requirements. This checklist is **NOT** intended to replace the requirements of Paragraph 10:

A. _____ Provide a general written statement describing the qualifications and background of the Proposer including any financial (equity) partner.

B. _____ Provide a completed **Attachment "D", Proposer(s) Information**.

C. _____ Provide a certificate of good standing from the Secretary of State of Florida and the state in which the corporation is headquartered, if not Florida.

D. _____ Provide an acknowledgement letter attesting that the Proposer has read and understands all procedures and requirements of this ITN **(see Attachment "H," Acknowledgement Letter)**.

E. _____ Provide a list of Proposer's key personnel that will be directly involved in proposed Project's development or management team, along with their professional qualifications, and a list of similar projects on which they have actively participated. Provide no less than three and no more than ten related projects for this item.

F. _____ Provide a written list of similar projects developed by the Proposer, or companies controlled by its principals, and Proposer's team that were completed within the last ten (10) years, including photographs, addresses, dates the projects were completed, and general project description.

G. _____ Provide a brief profile for each member of the development team other than the proposing developer, as well as the resumes of the key personnel who would be assigned to the Project.

H. _____ Provide a detailed description of the proposed Project, with text, tabulations and graphics.

I. _____ Provide a proforma financial analysis including a development budget with a detailed breakdown of all Project pre-development costs, other soft and financing costs, property acquisition from the BBCRA (and others if additional properties are included in the Proposal), construction and other hard costs and post-construction period sales or other development costs, a sources and uses statement clearly identifying the sources

and amounts and terms of all of the proposed debt and equity funding sources to pay for the Project. A Proposer may submit the requested breakdown information under a format of their own choosing but must also complete the **Proposed Project Funding Uses and Sources Information** form provided as **Attachment "E"**.

J. _____ Provide a list of entities and demonstrate experience with obtaining such project-based subsidies for workforce housing by listing projects and the amount and type of subsidy utilized or other information that would support Proposer's ability to secure such financing, if the Project is proposed to use funding subsidies from the BBCRA or other qualified entities.

K. _____ Provide a description of how the Proposer will make attempts to utilize local qualified contractors, and sub-contractors, and laborers in the proposed Project as well as pre-apprenticeship or apprenticeship training. Documentation of this effort will be required as part of the project monitoring.

L. _____ Provide proof of financial capability to complete the proposed Project. Financial capability will be demonstrated by submitting a current (audited, if available) financial statement of the proposing entity, or underlying entity if proposing entity was recently created, which includes a balance sheet, a three-year statement of past income, and a projected one-year income statement for the current fiscal year for the Proposer (and its parent entity if Proposer is a subsidiary).

M. _____ Provide a signed written statement of intent to purchase the Project Site indicating the proposed purchase price along with a statement of willingness to execute a Purchase and Development Agreement within ninety (90) days of selection if selected.

N. _____ Provide authorization to perform credit checks for each Proposer or business entity. The authorization must be executed by the appropriate officer of Proposer entity (see **Attachment "F, F.i." Disclosure and Authorization to Perform Credit Check forms)**.

O. _____ Provide a list of all civil and criminal legal actions in which each Proposer entity (and its parent entity if it is a subsidiary) is currently a named party or was a named party in the past four (4) years. If there are none, provide a written statement to this fact.

P. _____ Provide a statement as to whether the Proposer is in arrears of any taxes or other financial obligations to the BBCRA, City, or any other municipal or state entities. If there are none, provide a written statement to this fact.

Q. _____ Provide a PowerPoint presentation of the proposal, consisting of no more than fifteen (15) slides with maximum of three (3) slides dedicated to Proposer's past history and experience information.

R. _____ Provide executed form verifying that the Proposer has met with City of Boynton Beach Planning and Development Department staff to review the Land Development Regulation requirements and development review processes applicable to the Project being proposed (see **Attachment "G," City of Boynton Beach Planning and Development Department Meeting Verification Form**).

S. _____Provide all other requirements contained in this ITN, including all attachments that which require information from the Proposer **Attachments H thru N**.

ATTACHMENT "D"

PROPOSER(S) INFORMATION

Name: _____

Street Address: _____

Mailing Address (if different): _____

City, State, Zip: _____

Telephone No.: _____ Fax No.:_____

Email Address of Contact Person: _____

Ownership Status - Is the company currently for sale or involved in any transaction to expand or to be acquired by another business entity? If yes, please explain the impact to the organization and management efforts. _____

_____

Age of Organization – In continuous business since: _____

Leadership - List Corporate Officers, Principals, Partners or owners of your Organization with titles and addresses. If a publicly held company, list Chairman of the Board, CEO, and President:

_____

_____

_____

_____

_____

_____

Federal Identification No.: _____

State of Incorporation & Registration No.: _____

If not a corporation, explain your status: _____

_____

For joint ventures, the Proposer must summarize the actual or proposed amount of financial participation and control of each party within the partnership. If the entity is a subsidiary of, or otherwise affiliated with another organization, the Proposer shall indicate such relationship.

ATTACHMENT "E"

PROPOSED PROJECT FUNDING USES AND SOURCES INFORMATION

Project Uses and Sources

Land Costs	$ -
Soft Costs	$ -
Construction Costs	$ -
Carrying Cost/Financing Costs	$ -
Marketing and Sales Costs	$ -
Permit and Impact Fee Costs	$ -
Developer Overhead and Profit	$ -
Total Project Cost	$ -

Capital Stack

Proposer/Developer Equity	$ -
Outside Capital Investor Equity	$ -
Mortgage or Financed Amount	$ -
Amount of BBCRA contribution requested, if any	$ -
Other funding as identified	$ -
Funding Total	$ -

ATTACHMENT "F"

DISCLOSURE AND AUTHORIZATION TO PERFORM CREDIT CHECK

For Principal/Owner: (Please use a separate form for each principal/owner)

As Principal/Owner of Proposer, I _____ (name) hereby affirm I have read the above disclosure, and consent to and authorize the Boynton Beach Community Redevelopment Agency's ("BBCRA") investigation into my credit worthiness. Such consent and authorization is given with respect to any and all persons who may conduct an investigation of my credit worthiness on behalf of the BBCRA, including independent contractors and credit agencies retained by the BBCRA for such purpose.

Any information provided to the BBCRA is a public record subject to the provisions of Ch. 119 F.S., and I may request a copy of any information provided to the BBCRA as part of the BBCRA's investigation into my credit worthiness.

I grant such consent and authorization to the BBCRA for the period commencing as of the date of this authorization and terminating at the time a Proposal is selected by the BBCRA Board.

I hereby waive any and all claims, past present or future, which I may have against the BBCRA by reason of any credit investigation made pursuant to my consent and authorization herein given to the BBCRA.

Proposer Name: _____

Principal/Owner Name: _____

Date of Birth: _____

Current Home Address: _____

_____

Previous Home Address: _____

_____

Email: _____ Telephone No.: _____

Signature:_____ Date:_____

Print Name: _____

ATTACHMENT "F.i."

AUTHORIZATION TO PERFORM CREDIT CHECK

For Proposer (Business Entity):

The Proposer hereby consents to and authorizes the Boynton Beach Community Redevelopment Agency's ("BBCRA") investigation into the credit worthiness of the Proposer. Such consent and authorization is given with respect to any and all persons who may conduct an investigation of the Proposer's credit worthiness on behalf of the BBCRA, including independent contractors and credit agencies retained by the BBCRA for such purpose.

Any information provided to the BBCRA is a public record subject to the provisions of Ch. 119 F.S.

Proposer grants such consent and authorization to the BBCRA for the period commencing as of the date of this authorization and terminating at the time a Proposal is selected by the BBCRA Board.

This Proposer hereby waives any and all claims, past present or future, which the Proposer may have against the BBCRA by reason of any credit investigation made pursuant to Proposer's consent and authorization herein given to the BBCRA.

An authorization to Perform Credit Check will need to be completed by each Principal/Owner and by the Business.

Proposer (Business) Name (D/B/A if applicable): _____

Current Business Address: _____

_____

Federal Tax ID#: _____ State of Incorporation: _____

Telephone No.: _____ Fax No.: _____

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT "G"

CITY OF BOYNTON BEACH PLANNING AND DEVELOPMENT DEPARTMENT MEETING VERIFICATION FORM

Proposer(s): _____ has(have) met with the City's Planning & Development Department to review the development that will be proposed at the Project Site consisting of the following addresses and Property Control Number(s):

Attachment "A" Aerial Map/Parcel Map (check all applicable)

	BBCRA-owned Parcels	**Property Control Numbers**
☐	135 NE 3rd Avenue	08434521300020210
	407 NE 1st Street	08434521300020231
	524 NE 3rd Street	08434521160000150
	507 NW 12th Avenue	08434521140004360
	Lot 348 NW 11th Avenue	08434521140003480

General Summary of Proposed Development (check all applicable):

☐ Approximate Total Number of Affordable/Workforce Housing Units _____

☐ Approximate Overall Height _____ feet Approximate Number of Stories _____

☐ Approximate Total Parking Spaces (including additional Public Parking Spaces) _____

Pre-development/Entitlement Applications (check all applicable):

☐ Future Land Use Amendment
☐ Rezoning
☐ Conditional Use for _____
☐ Site Plan Approval
☐ Replat
☐ Other _____

City of Boynton Beach
Planning & Development Dept.
Staff Name/Signature: _____ Date: _____

ATTACHMENT "H"

ACKNOWLEDGMENT LETTER

PROPOSER(S) SHALL INCORPORATE THIS ACKNOWLEDGEMENT

LETTER IN THEIR SUBMITTAL PACKAGE

****

Re: Boynton Beach Community Redevelopment Agency
Invitation to Negotiate (ITN) dated _____
Development of Affordable/Workforce Infill Housing

To Whom It May Concern:

The undersigned has read and understands all the procedures and requirements of the Boynton Beach CRA (BBCRA) Invitation to Negotiate (ITN) for the **Development of Affordable/Workforce Infill Housing** dated December 12, 2025. On behalf of Proposer identified below and our proposal team, we agree to and accept the terms, specific limitations, and conditions expressed therein. We have read, rely upon, acknowledge and accept the BBCRA's disclosure and disclaimer, which is fully incorporated by reference into this letter, and certify that all of the requirements as described in the ITN are met and all required documents are enclosed.

We further certify that all information presented in this proposal, and all of the information furnished in support of the proposal, is true and complete to the best of our knowledge and belief, and we are aware of the fact that making false statements or presenting false information that results in an Agreement may be penalized to the maximum extent allowed by law.

Sincerely,

_____
Name of Proposer

_____
Print Name and Title

_____
Authorized Signature

_____
Date

ATTACHMENT "I"

ADDENDA ACKNOWLEDGEMENT

Receipt is hereby acknowledged of the following addenda to the

The Boynton Beach Community Redevelopment Agency

Invitation to Negotiate

Development of Affordable/Workforce Infill Housing

By entering checking **YES** or **NO** in the space provided and indicating date received.

No. 1 ☐ Yes ☐ No Date_____

No. 2 ☐ Yes ☐ No Date _____

No. 3 ☐ Yes ☐ No Date _____

No. 4 ☐ Yes ☐ No Date _____

No. 5 ☐ Yes ☐ No Date _____

ITN INFORMATION WAS OBTAINED FROM:

☐ BBCRA Website ☐ Newspaper Ad ☐ City Hall ☐ Other, please specify: _____

_____

Authorized Signature

_____

Print Name

_____

Title

ATTACHMENT "J"

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not: submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; submit a bid proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; submit bids, proposals, or replies on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; or transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

As the person authorized to sign the Statement, I certify that Proposer has not been placed on the convicted vendor list within the past 36 months and complies fully with the above requirements.

_____

Proposer Name

_____

Authorized Signature

_____

Print Name

_____

Title

_____

Date

ATTACHMENT "K"

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify that _____, the Proposer responding to this ITN, maintains a drug-free workplace program, and that the following conditions are met:

(1) Proposer publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying the actions that will be taken against employees for violations of such programs.

(2) Proposer informs employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Proposer gives each employee engaged in providing the commodities or contractual services included in this ITN a copy of the statement specified in Subsection (1).

(4) In the statement specified in Subsection (1), Proposer notifies the employee that, as a condition of working in the commodities or contractual services covered under this ITN, he/she will abide by the terms of the statement; and will notify the employer (Proposer) of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Proposer imposes a sanction on, or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is convicted.

(6) Proposer makes a good faith effort to continue to maintain a drug-free workplace through implementation of this Section 287.087, Florida Statutes.

As the person authorized to sign the statement, I certify that Proposer complies fully with the above requirements.

Authorized Signature: _____ Date: _____

Name & Title (typed): _____

ATTACHMENT "L"

AUTHORIZATION FOR RELEASE OF INFORMATION

To whom it may concern:

The undersigned hereby authorizes you to release to the Boynton Beach Community Redevelopment Agency (BBCRA) or the City of Boynton Beach any information in your possession regarding the undersigned either of a professional credit or personal nature including the statement of your opinions with regard to the undersigned's professional credit and personal character, or of the Proposer identified below.

The undersigned also authorizes you to release to the Boynton Beach Community Redevelopment Agency (BBCRA) or the City of Boynton Beach any information in your possession regarding the business identified as "Proposer" below.

By: _____

Print Name: _____

Title: _____

Proposer (Business) Name (D/B/A if applicable): _____

Current Business Address: _____

_____

Federal Tax ID#: _____ State of Incorporation: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____ _____, 20___, by _____ who is personally known to me or who has respectively produced as identification and did not take an oath.

Notary Public: _____

Print Name: _____
Commission No: _____ (Seal)
My Commission Expires: _____

ATTACHMENT "M"

CERTIFICATION OF NON-SCRUTINIZED COMPANY

_____, as Proposer, hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the BBCRA determines that this certification is falsified or contains false statements, or that Proposer is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the submittal of the Proposal or the execution of any agreement arising out of this ITN, the BBCRA may disqualify the Proposal and/or terminate the agreement.

_____

Proposer Name

By: _____

Authorized Representative of Proposer

Date: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____ _____, 20___, by _____ who is personally known to me or who has respectively produced as identification and did not take an oath.

Notary Public: _____

Print Name: _____
Commission No: _____ (Seal)
My Commission Expires: _____

ATTACHMENT "N"

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I _____(insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 18 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____(insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not engage in any of the following actions in connection with providing labor or services:
    a. Using or threatening to use physical force against any person;
    b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
    c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debtor the length and nature of the labor or services are not respectively limited and defined;
    d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
    e. Causing or threatening to cause financial harm to any person;
    f. Enticing or luring any person by fraud or deceit; or
    g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT

:

By: _____

Print name: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of___ physical presence or ___ online notarization, this _____ day of _____, 20__ on behalf of _____ _____ by _____ its _____ _____. He/she is personally known to me or has produced _____ as identification and did ( ) did not ( ) take an oath.

_____

[Seal] NOTARY PUBLIC

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Boynton Beach Cra
100 E Ocean AVE
4TH FLOOR

Boynton Beach FL 33435-4515

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

WPB Palm Beach Post 03/13/2026
WPB palmbeachpost.com 03/13/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/13/2026

Legal Clerk

Notary, State of WI, County of Brown

9329

My commission expires

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KONGMENG YANG
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MAR 23 2016
Boynton Beach CRA

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY
NOTICE OF INTENT TO DISPOSE OF
REAL PROPERTY
(Section 163.380, F.S.)

This notice is being published to satisfy the procedural requirements for activities to be undertaken by the Boynton Beach Community Redevelopment Agency, a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes.

Pursuant to Section 163.380(3)(a), Florida Statutes, the Boynton Beach Community Redevelopment Agency ("BBCRA") hereby provides notice of its intent to dispose of a parcel of real property pursuant to the approval of Boynton Beach Community Redevelopment Agency Board on March 9, 2026, which parcels are more particularly identified as follows:

Address:
419 N. Seacrest Boulevard, Boynton Beach, FL 33435
PNC #08-43-45-21-07-001-1450

Lots 145, 146 and 147, Block "A", Boynton Hills, according to the map or plat thereof as recorded in Plat Book 4, Page 51, Public Records of Palm Beach County, Florida. Less therefrom those portions acquired by Palm Beach County by Instruments recorded in Official Records Book 2840 Page 951 and in Official Records Book 2980 Page 1485, Public Records of Palm Beach County, Florida.

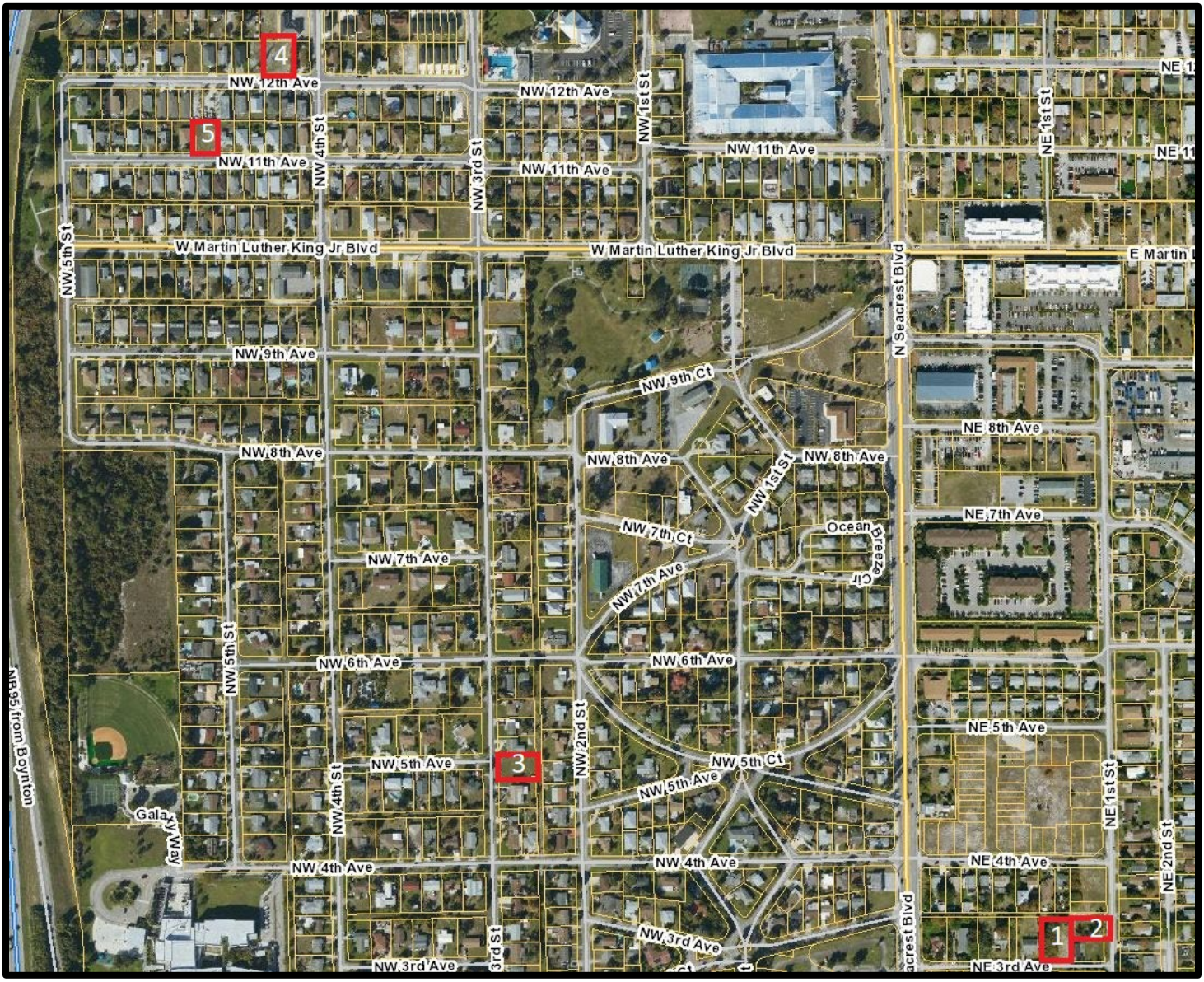
This intent to dispose of real property serves the public purpose of constructing an affordable single family home(s) pursuant to the Goals and Principles of the 2016 Boynton Beach Community Redevelopment Plan. The 2016 Boynton Beach Community Redevelopment Plan may be viewed at the CRA's website: https://www.boyntonbeachcra.com/about-bbcra/plans-and-documents

Parties interested in making proposals for the above property must submit a proposal within 30 days of March 13, 2026, which is the publication date of this notice. Additional information related to the intent to dispose may be obtained from the CRA at 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida, 33435, Telephone Number (561) 600-9094.
March 13 2026
LSAR0477164

ATTACHMENT "A"
PARCEL DESCRIPTIONS

Map Number	Address	PCN	Lot Size	Approx. Measurements	Current Zoning	Future Land Use	Potential House(s)
1	135 NE 3rd Avenue	08-43-45-21-30-002-0210	0.33	145 L x 100 W	R2 Duplex 10 DU/AC	HDR 15 DU/AC	2 Houses
2	407 NE 1st Street	08-43-45-21-30-002-0231	0.17	106 L x 70 W	R2 Duplex 10 DU/AC	HDR 15 DU/AC	1 House
3	524 NW 3rd Street	08-43-45-21-16-000-0150	0.19	118 L x 72 W	R1A 6 DU/AC	LDR 5 DU/AC	1 House
4	507 NW 12th Avenue	08-43-45-21-14-000-4360	0.24	110 L x 100 W	R2 Duplex 10 DU/AC	MDR 11 DU/AC	2 Houses
5	Lot 348 NW 11th Avenue	08-43-45-21-14-000-3480	0.18	100 L x 74 W	R2 Duplex 10 DU/AC	MDR 11 DU/AC	1 House
						TOTAL	**7 Houses**

ATTACHMENT “A”
PARCEL MAPS



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ATTACHMENT "A"
PARCEL MAPS





ATTACHMENT “A”
PARCEL MAPS



February 10th, 2026

Timothy Tack
Assistant Director
Boynton Beach CRA
100 East Ocean Avenue 4th Floor
Boynton Beach, FL 33435

RE: Lennar Homes, LLC ("Lennar) Proposal for "Invitation to Negotiate for the Development of Affordable/Workforce Infill Housing (the "ITN")

To Whom It May Concern:

On behalf of Lennar's Palm Atlantic Division, we are pleased to submit the enclosed response to the City of Boynton Beach Community Redevelopment Agency's Invitation to Negotiate (ITN) for workforce housing. As communities across Florida continue to face a shortage of attainable housing, particularly for workforce households, Lennar appreciates the CRA's proactive efforts to address this critical need and support long-term community stability.

If selected as the developer under this ITN, Lennar would be proud to deliver a high-quality, for-sale residential community that aligns with the CRA's workforce housing objectives and complies with all applicable standards and requirements. This cover letter provides a brief overview of Lennar and outlines why this opportunity is a strong fit based on Lennar's local experience, development expertise, and commitment to community impact.

Please refer to Required Forms, attached hereto, for the additional information requested as part of the ITN submission. This letter also serves as Lennar's confirmation that the enclosed response satisfies all minimum qualifications and requirements outlined in the ITN.

Lennar appreciates the opportunity to respond to this ITN and looks forward to the possibility of partnering with the City of Boynton Beach CRA to deliver a thoughtfully planned workforce housing community that will serve residents for generations to come.

Sincerely,



Brad Miller

Division Manager- Palm Atlantic

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Qualifications & Background

Who We Are

Founded in 1954 in the State of Florida, Lennar is one of the nation's largest and most experienced builders of quality homes, serving a broad range of generations and demographics through the development of affordable, move-up, and active adult communities. Lennar has been in continuous operation for over 70 years and has been publicly traded on the New York Stock Exchange since 1972.

Lennar's success is rooted in its core principles of quality, value, and integrity, which guide its approach to community development, corporate governance, and customer satisfaction. A key strength of the company is the stability and depth of its leadership team, with an average senior leadership tenure exceeding 30 years, providing disciplined execution through multiple real estate cycles.

Commitment to Community

Lennar is deeply committed to giving back to the communities in which it builds. Established in 1989, the Lennar Foundation supports initiatives focused on at-risk children, medical research, education, and community development. Lennar allocates $1,000 per home delivered to the Foundation to support its Focused Acts of Caring and grant programs.

In 2025, Lennar delivered 82,583 homes nationwide and contributed approximately $80 million to the Lennar Foundation. In 2026, Lennar again anticipates Foundation contributions to exceed $80 million, underscoring Lennar's long-term commitment to meaningful community investment.

Why We Are Right For This Project

Lennar has the experience and capability to plan and execute an exceptional community in this location. A partnership with Lennar will not only accomplish the City's goal of providing workforce housing but will provide much-needed housing options that will aid in the revitalization of the Boynton Beach area.

Each home has been carefully engineered to allow it to be built as efficiently as possible without sacrificing quality. This, in conjunction with Lennar's national buying power, would allow Lennar to build these homes at a cost point that supports long-term cost efficiency and overall value for future homeowners.

As a volume production builder, Lennar's focus is to construct and bring homes to market as soon as possible. At the end of Lennar's fiscal year ending in Nov 2025, Lennar had $3.4 Billion of cash on hand and no outstanding balance on its credit facility of $3.1 Billion. Our stable capital position allows us financial flexibility to build without the need for 3rd party financing. Lennar intends to self-finance the construction of all homes in this community.

Palm Atlantic also has extensive experience building residential communities in the Palm Beach County area, with multiple active communities in the Delray area. The Palm Atlantic Division is on pace to hundreds of new homes in Palm Beach County this year alone. As such we have a trade base already in place that is ready, willing, and able to begin work on this community. If selected as the developer for this ITN, Lennar is committed to obtaining all permits and, upon the receipt of permits, beginning construction immediately.

Proposed Use of the Site

Proposed Community

Lennar proposes subdividing 2 of the 5 parcels that make up the Subject Property into 7 homesites. Each of these homesites could accommodate a 30' wide home, to allow for a consistent sales process the same home would be built on each of the 7 homesites. This home provides a spacious floor plan, and multiple elevations would be constructed to allow for diversity among nearby homesites. The relevant specifications for each home are summarized below:

- Proposed Plan
  - 1,504 square feet
  - 3 Bedroom, 2 Bath
  - 2 car garage

Floorplans for the homes are attached **Exhibit A** and elevations for each home are attached **Exhibit B**.

As discussed above, Lennar's planned homes have been carefully engineered to allow construction to be as efficient as possible from a cost perspective, without sacrificing quality. Each home would include energy efficient appliances, including Refrigerator, Washer and Dryer, impact windows, and a paver driveway.

Proposed Completion Time

Please note that Lennar will require that the Project Agreement allow for a reasonable due diligence period (60-90 days). The Project Agreement would also need to be subject to approval of the project by Lennar's Corporate Investment Committee ("CIC Approval"). This review will take place prior to the expiration of the due diligence period.

Following due diligence, Lenner would pursue a lot split on the two oversized homesites. Lennar anticipates this process may take 4 months. After the approval of the split, Lennar would be solely responsible for obtaining building permits for all homes. If acceptable to the City, Lennar is willing to submit building permit application to the City's Building Department for review while working to obtain lot split approval. This will allow construction to begin shortly after all Approvals are obtained. Please note that Lennar is not seeking relief from any permit or impact fees.

Once Lennar has building permits in hand, it will start construction on at least 4 homes a month. If Lennar will have Building Permits within 30 days after all Approvals are granted, then construction on all homes will have started by the 3rd month after all Approvals are granted. These homes generally take about four (4) months to build from the start of construction to receipt of a Certificate of Occupancy. Accordingly, all 7 homes would have a Certificate of Occupancy within 7 months after all Approvals are granted.

A construction schedule reflecting the timeline proposed above is attached as **Exhibit C**.

Acquisition Terms:

Lennar proposes acquiring the Subject Property for a total purchase price of $350,000. Closing shall occur following the City's approval of the proposed homesite split on the two parcels to be subdivided. All deposit requirements, due diligence periods, and additional transactional terms are further detailed in the **Letter of Interest**, which is included as part of this submission.

Please note that Lennar is flexible on the closing timing of this acquisition given size of the total development and that select parcels are ready to build.

Deed Restriction:

All homes will remain affordable for a period of no less than 15 years with a deed restriction commencing from the date of closing transferring ownership from Lennar to the first purchaser of the developed homesite.

Sales:

The proposed sales process will mirror the established and successful procedures utilized within the Palm Beach County Workforce Housing Program (WHP). Due to the anticipated demand for workforce housing units, a lottery-based selection process will be implemented to ensure fairness, transparency, and compliance with WHP requirements. Interested purchasers will be required to obtain eligibility approval through the Palm Beach County WHP program and submit all required documentation prior to being entered into the lottery, including verification of income eligibility, proof of funds for required deposits, and completion of a formal lottery application. Applications will be accepted during a defined submission period, after which eligible applicants will be randomly selected. Selected buyers will be notified and provided with a limited timeframe to execute purchase agreements and submit deposits, with alternate applicants maintained in the event selected buyers do not proceed.

To further support local workforce housing goals, the Division will coordinate with the Community Redevelopment Agency (CRA), Boynton Beach SHIP, and City staff to prioritize outreach and marketing efforts toward Boynton Beach residents prior to expanding marketing to the broader countywide applicant pool. Public outreach may include informational sessions, digital and print marketing, and coordination with local employers and community organizations. This targeted approach ensures local residents are provided with early access to homeownership opportunities while maintaining compliance with County WHP program requirements and promoting equitable access to available units.

Lennar Palm Atlantic Projects:

Lennar's Palm Atlantic Division serves as the lead developer for the majority of its new communities. Recently, Lennar has entitled and developed the following communities:

- **Delray Trails** is a 55+ active adult, resort-style master planned community developed exclusively by Lennar in Delray Beach, Florida. The community features 415 brand- new single family and duplex villa homes (site plan illustrated on **Exhibit D**) and offers extensive amenities including clubhouse, pool, tennis courts, fitness center, and walking trails further described in **Exhibit E**. Construction of homes began in April of 2023. To date, 366 homes have been sold in this community.

  Address: 5832 Shining Sea Ct, Delray Beach, FL 33484

- **Lakeshore at the Fountains** is a 192-home community located in Lake Worth. Lennar completed all of the entitlements and is the only developer. Construction of homes began in March of 2023. To date, all 192 homes have been sold. These townhomes feature at least 3 bedrooms each with a minimum of one car garages, as depicted on **Exhibit F**.

  Address: 6875 Grand Marsh Ct, Lake Worth Beach, FL 33467

- **Whitmore Estates** is a 166-home, a master planned community located in Lake Worth. The property was fully entitled and developed by Lennar. This community features large estate homes in Western Palm Beach County with homesites up to 3 acres, site plan shown on **Exhibit G**. Construction of homes started in May 2025. To date, 24 homes have been sold. This community includes homes ranging from 2,974 square feet to 6,698 square feet, examples represented in **Exhibit H**.

  Address: 10110 Ruidoso Road, Lake Worth Beach, FL 33449

City of Cocoa Workforce Housing Project

Lennar is currently engaged in a comprehensive public–private partnership with the City of Cocoa to deliver a 32-unit affordable and workforce housing development on City-owned infill parcels located east of I-95 and south of SR-520. This initiative was awarded through a competitive RFP process in 2024 and is governed by a fully executed Development Agreement, which mandates that all homes be sold to purchasers earning no more than 120% of the Area Median Income, with final pricing remaining within the HUD HOME program's affordability thresholds. The project consists of 30 16-foot wide single-family homes (detailed on **Exhibit I**) constructed on split homesites and two 30' homes on 50-foot homesites, reflecting a targeted land-use strategy designed to expand attainable homeownership opportunities within the City. The conceptual site plan for this site is illustrated in **Exhibit J**.

On January 16, 2026, the City of Cocoa formally commenced construction activities for the development, emphasizing the project's role in strengthening the local workforce housing supply for essential community personnel, including educators, public safety officers, nurses, and other moderate-income professionals. Municipal leadership noted that the initiative reinforces the City's broader housing strategy by facilitating access to stable, owner-occupied homes in proximity to major employment centers. This groundbreaking event further demonstrated the effectiveness of the collaborative framework between Lennar and the City, highlighting the alignment of public policy goals with private-sector execution capacity in delivering sustainable, equity-focused residential communities. The news article for this event is included in **Exhibit K.**

Address: 370 Mango Ave, Cocoa, FL 32922

Key Personnel:

The Key Personnel proposed for this project represents a highly experienced, integrated team that has successfully worked together on a number of significant residential developments throughout Florida, including Whitmore Estates, Delray Trails, Cocoa Small Homes, Arden, Lakeshore at The Fountains and numerous other large-scale communities and workforce housing communities. This shared project history has fostered strong collaboration across all phases of development, including entitlements, land development, infrastructure delivery, municipal coordination, and vertical execution. The continuity and depth of experience among this team enable Lennar to apply proven processes, disciplined decision-making, and consistent standards, positioning the project for efficient delivery and long-term success in alignment with the City of Boynton Beach CRA's workforce housing objectives.

Key Personnel Titles and Service at Lennar:

Mike Meyers:

- Division President of Palm Atlantic – 6 Years 7 Months at Lennar

Brad Miller:

- Division Manager – 12 Years 8 Months at Lennar

Scott Harala:

- VP of Operations – 10 Years 2 Months at Lennar

Mark Welcon:

- VP of Purchasing – 7 Year 9 Months at Lennar

Brad Kodanaz:

- Director of Construction – 11 Years 7 Months at Lennar

Anna Meyers:

- Director of Land Acquisition – 5 Years 6 Months at Lennar

Rafael Nelson:

- Land Acquisition Manager – 2 Years at Lennar

Sam Goldberg:

- Land Acquisition Manager – 2 Years 3 Months at Lennar

Development Trade Partners:

Team Qualifications:

Contractor:

Lennar intends to self-perform all general contractor functions for this project. All work will be performed under the following license number: CGC1526578.

Environmental, Ecological and Geotechnical Analysis: ECS Florida

ECS Limited, founded in 1988, is a nationally recognized, employee-owned engineering consulting firm providing geotechnical, construction materials, environmental, and facilities consulting services through more than 100 offices nationwide and a staff of over 3,000 professionals. ECS is consistently ranked among the nation's top consulting firms, including #66 on Engineering News-Record's 2025 Top 500 Design Firms, #148 on ENR's 2025 Top 200 Environmental Firms, and #50 on Zweig Group's 2025 Hot Firm List. For this project, ECS will provide geotechnical services, ecological services, and environmental analysis.

These services will be led by Alex Chatham, Florida Environmental Branch Manager and Environmental Manager at ECS, who has over 25 years of experience in environmental management and project leadership. Mr. Chatham has held senior leadership roles with multiple nationally recognized environmental consulting firms and has a Bachelor of Science in Civil Engineering from the University of Florida, providing extensive technical expertise and regulatory knowledge relevant to complex development projects.

Surveying & Platting: Caulfield & Wheeler, Inc.

Caulfield & Wheeler, Inc., founded in 1982, is a full-service civil engineering, planning, land surveying, and landscape architecture firm serving Southeast Florida with more than 80 years of combined principal experience. The firm has supported major private and public sector projects across Broward, Miami-Dade, Palm Beach, Martin, and St. Lucie Counties, including DRIs, municipal facilities, mixed-use developments, and residential communities. For this project, Caulfield & Wheeler, Inc. will provide civil engineering, land surveying, and landscape architecture services, including infrastructure design, permitting, stormwater management, roadway and utility design, and site planning.

These services will be led by David P. Lindley, Senior Vice President and Director of Surveying, who brings nearly 40 years of experience in surveying, project management, and technical oversight, supporting large-scale infrastructure and land development projects throughout Southeast Florida.

Potential Trade Partners:

This list identifies trade partners with whom Lennar has previously performed work in Palm Beach County, including the City of Boynton Beach. These firms have experience working within the local regulatory environment and in coordination with municipal agencies. Subject to final scope, availability, and procurement requirements, Lennar would consider utilizing these qualified trade partners for the proposed Boynton Beach Community Redevelopment Agency Workforce Housing Program community.

- ABC Drywall
- Action Roofing Services LLC
- Alpha Door & Hardware Inc.
- Builders Specialty Contractors
- Cast-Crete USA Inc
- Caulfield & Wheeler Inc
- Cemex Construction Materials
- Classic Cultured Marble Inc
- Costain Cable Construction Inc
- CSCI LLC
- Distinctive Kitchens & Baths
- Dixie Landscape LLC
- Eagle Lighting Distributors
- Ecosmart Cleaning
- Excel Equipment 1 LLC
- Florida Windows & Doors Inc
- Four Seasons Landscape Nursery
- Gale Insulation Inc
- General Stair Corporation
- GMS Strategic Solutions Inc
- Heritage Carpet and Tile LLC
- Home Team Pest Defense Inc.
- Jones Lumber
- Lindstrom Air Conditioning Inc
- NCT Painting Services Inc.
- Nutting Engineers of Florida
- Path Light Pro
- Red Line Electrical Services
- Ridgeway Plumbing Inc
- Signature design Paving Corp
- Southern Truss Companies Inc
- Vortex Construction Group LLC

Certificate of Good Standing:

State of Florida
Department of State

I certify from the records of this office that LENNAR HOMES, LLC is a limited liability company organized under the laws of the State of Florida, filed on November 30, 2006, effective January 18, 1954.

The document number of this limited liability company is L06000114706.

I further certify that said limited liability company has paid all fees due this office through December 31, 2026, that its most recent annual report was filed on January 27, 2026, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of January, 2026



Secretary of State

Tracking Number: 8347944229CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Project Proforma

	Low (60-80% MFI)	Moderate 1 (80-100% MFI)	Project
Potential Sales Price*	$ 234,780	$ 301,860	
Homes	1	6	7
Pre Development	$ 6,429	$ 6,429	*$ 45,000*
Land	$ 50,000	$ 50,000	*$ 350,000*
Construction Costs	$ 124,547	$ 126,071	*$ 880,976*
Permit and Impact Fees	$ 27,651	$ 27,651	*$ 193,557*
Soft Costs	$ 2,759	$ 3,149	*$ 21,652*
Carrying/Financing Costs	$ 5,483	$ 7,050	*$ 47,782*
Marketing and Sales Costs	$ 32,249	$ 41,463	*$ 281,028*
Developer Overhead and Profit	$ (14,338)	$ 40,047	*$ 225,945*

**Based on July 2025 PBC WHP Sales Price Limit to be Updated July 2026*

LENNAR®

February 10, 2026

Attn: Timonthy Tack
Assistant Director
Boynton Beach Community Redevelopment Agency
100 East Ocean Avenue 4th floor
Boynton Beach, FL 33435

Re: Invitation to Negotiate – ***Purchase of approximately 1.11 +/- acres located in Boynton Beach, FL Parcel Control #: 08-43-45-21-30-002-0210, 08-43-45-21-30-002-0231, 08-43-45-21-16-000-0150, 08-43-45-21-14-000-4360, and 08-43-45-21-14-000-3480 (the "Property")***

This letter constitutes a non-binding letter of intent ("***LOI***") between Lennar Homes and/or its affiliated entities ("***Buyer***") and Boynton Beach Community Redevelopment Agency ("***Seller***"), which outlines the general terms and conditions for the purchase and sale of the Property.

1. Purchase Price: The Purchase Price shall be Three Hundred Fifty Thousand Dollars **($350,000)** cash paid at Closing, less any cash Deposits.

2. Agreement for Purchase and Sale: The parties agree that they will each work in good faith to reach a final, negotiated and executed purchase and sale agreement ("***Agreement***"). The Agreement will be drafted by Buyer's counsel and submitted to Seller within fourteen (14) days after Buyer's receipt of an executed copy of this LOI. Thereafter, Buyer and Seller will negotiate in good faith to finalize and execute the Agreement within sixty (60) days after Buyer's initial submittal of the Agreement to Seller.

3. Investigation Period: For sixty (60) days from the effective date of the Agreement ("***Investigation Period***" or "***IP***"), Buyer shall have the absolute and unqualified right to conduct all testing and due diligence studies Buyer deems appropriate in its sole discretion. At any time prior to 11:59 p.m. on the last day of the Investigation Period, Buyer shall have the right to terminate the Agreement and receive back the Initial Deposit. Seller shall furnish Buyer with copies or originals of all existing reports and other documents relating to the Property in Seller's possession or control.

4. Deposit: Buyer shall deposit $10,000 ("***Initial Deposit***") with CalAtlantic Title Solutions, LLC (the "***Escrow Agent***") within eight (8) business days after the effective date of the Agreement. In the event the Agreement has not been terminated, Buyer shall deposit with Escrow Agent an additional sum of $25,000 ("***Additional Deposit***," and together with the Initial Deposit, the "***Deposit***") within eight (8) business days after the expiration of the Investigation Period. The Buyer may elect to deliver to the Escrow Agent a letter of credit in lieu of a cash payment for any part of the Deposit.

5. Closing: Closing shall occur fifteen (15) business days after Buyer's receipt of the lot split, but no later than six (6) months after expiration of the Investigation Period.

6. Title: Escrow Agent shall act as title and closing agent in the transaction. Seller shall convey title to the Homesites by special warranty deed, free and clear of all encumbrances other than taxes for the year of Closing, applicable municipal ordinances and other governmental regulations and any and all easements and restrictions of record expressly approved by Buyer in writing or pursuant to the terms and provisions of the Agreement.

7. Prorations & Closing Costs: Taxes, general and special, are to be prorated as of the date of the Closing. Seller shall pay for state documentary stamps and surtaxes, if any, to be attached to the deed, and any recording fees associated with the release of any monetary encumbrances and/or corrective title instruments. Buyer will pay for the cost of recording the deed. Seller shall be specifically responsible for payment of any rollback or deferred taxes at Closing. Buyer shall pay for the cost of the title commitment, and the title policy. Seller shall pay for the searches required by the title insurance underwriter to delete the standard exceptions from the title policy, and any costs required to cure all title defects to be cured.

8. Real Estate Broker/Realtor: The Buyer and Seller acknowledge that there are no real estate brokers involved in this transaction.

9. Corporate Investment Committee of Lennar Corporation Approval Required: The Agreement must be approved in writing by the Corporate Investment Committee of Lennar Corporation prior to the expiration of the Investigation Period. In the event Buyer fails to deliver to Seller written notice of such approval on or before the end of the Investigation Period, the Agreement shall automatically terminate, and the Escrow Agent shall immediately refund the Deposit to the Buyer.

10. Non-Binding: The parties acknowledge and agree that this LOI is not intended to be and should not be construed as an agreement for sale and purchase of the Homesites. The parties agree that except for Section 10 herein, nothing contained in this LOI shall be binding on either party. Rather, this LOI is intended only to set forth an outline of the general terms from which the parties intend to use good faith efforts to negotiate the Agreement.

LENNAR®

We look forward to working with you on this exciting transaction.

BUYER

Lennar Homes, LLC

By: _____

Name: Brad Miller

Title: Division Manager

SELLER

Boynton Beach Community Redevelopment Agency

By: _____

Name: _____

Title: _____

Financial Capability

Lennar intends to self-finance all costs associated with the development of this project, including, but not limited to, all construction costs, all permit fees, and all processing fees. Financing will be available as necessary to immediately pay all costs throughout the development process. As a publicly traded company, Lennar's financial information, including relevant filing with the SEC, are publicly available. Lennar's Form 10-K for fiscal year 2025 and 2024 Annual Report can be accessed at the links below:

As a publicly traded company, Lennar is subject to SEC disclosure rules, Regulation FD, and internal disclosure controls that limit our ability to publish forward-looking, project-specific 2026 pro forma information outside of our normal reporting cadence. Notwithstanding these limitations, Lennar's financing capability and overall credit strength are well documented through our publicly available financial statements and disclosures. Upon request, we can provide references to our most recent Form 10-K/10-Q filings, audited financials, investor materials, and other customary evidence of capacity, and we will work collaboratively with the CRA to supply any additional information permitted within our public-company disclosure framework.

Lennar Corporation, related entities or parent entities have not filed for bankruptcy in the past 10 years.

2025 Fiscal Year Highlights:

- Total Revenues of $34.2 billion
- Net Earnings of $2.1 billion
- Net orders increased 95 year over year to 83,978 homes
- Deliveries increase 3% year over year to 82,583 homes

2024 Annual Report Link:

Annual Report 2024

2025 10-K Link:

0001628280-26-003870

Legal Disclaimer:

Lennar Homes, LLC is a subsidiary within the Lennar family of companies (collectively, the "Company"), which includes, among other businesses, one of the largest homebuilders in the United States. As is typical for companies of its size and industry, the Company is periodically involved in claims, legal proceedings, and regulatory matters arising in the ordinary course of business, including routine litigation incidental to its operations.

The Company evaluates these matters in accordance with applicable accounting and risk-management standards and records accruals when appropriate. Relevant accruals and disclosures are reflected in the Company's publicly available financial statements and SEC filings. Based on management's assessment and the information currently available, none of the Company's known matters or probable loss contingencies are expected to have a material adverse effect on the financial condition, solvency, or ongoing business operations of the Company or its subsidiaries.

Exhibit A

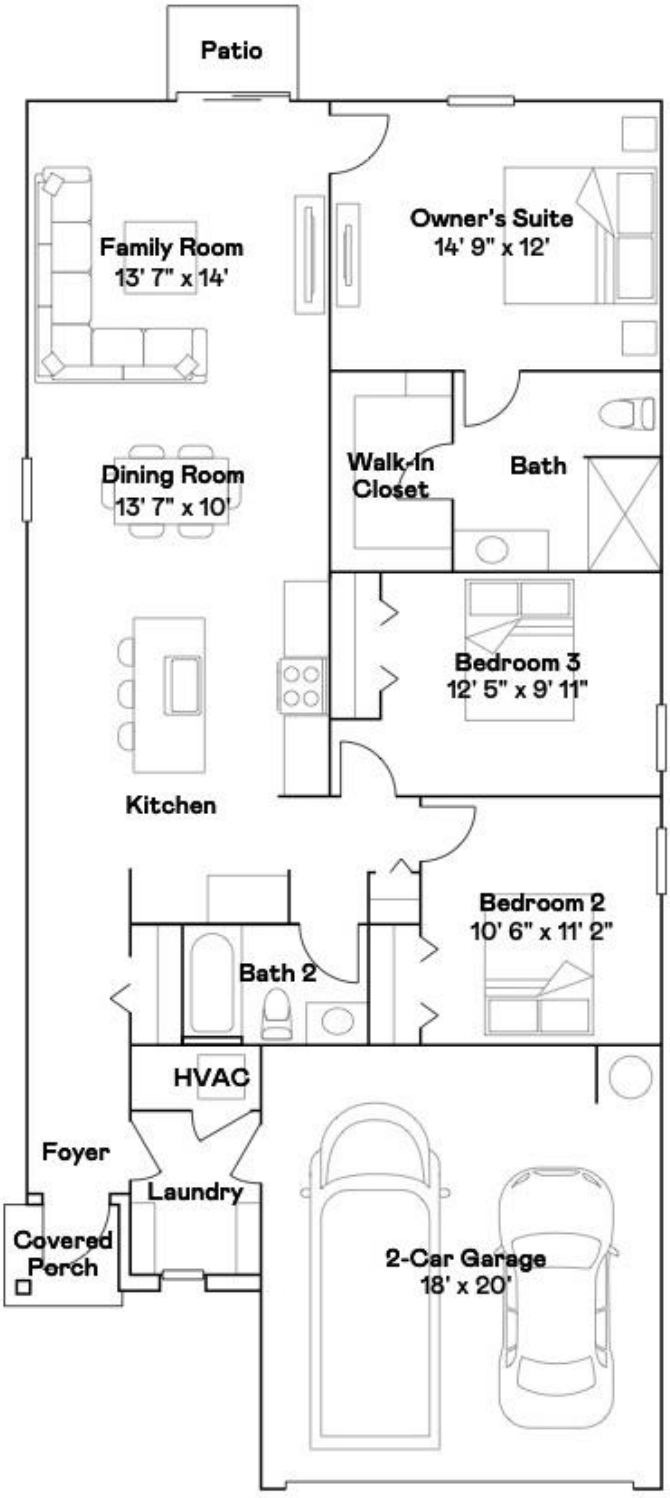

Patio
Family Room
13' 7" x 14'
Owner's Suite
14' 9" x 12'
Dining Room
13' 7" x 10'
Walk-In
Closet
Bath
Bedroom 3
12' 5" x 9' 11"
Kitchen
Bedroom 2
10' 6" x 11' 2"
Bath 2
HVAC
Foyer
Laundry
Covered
Porch
2-Car Garage
18' x 20'

Exhibit B





Exhibit C

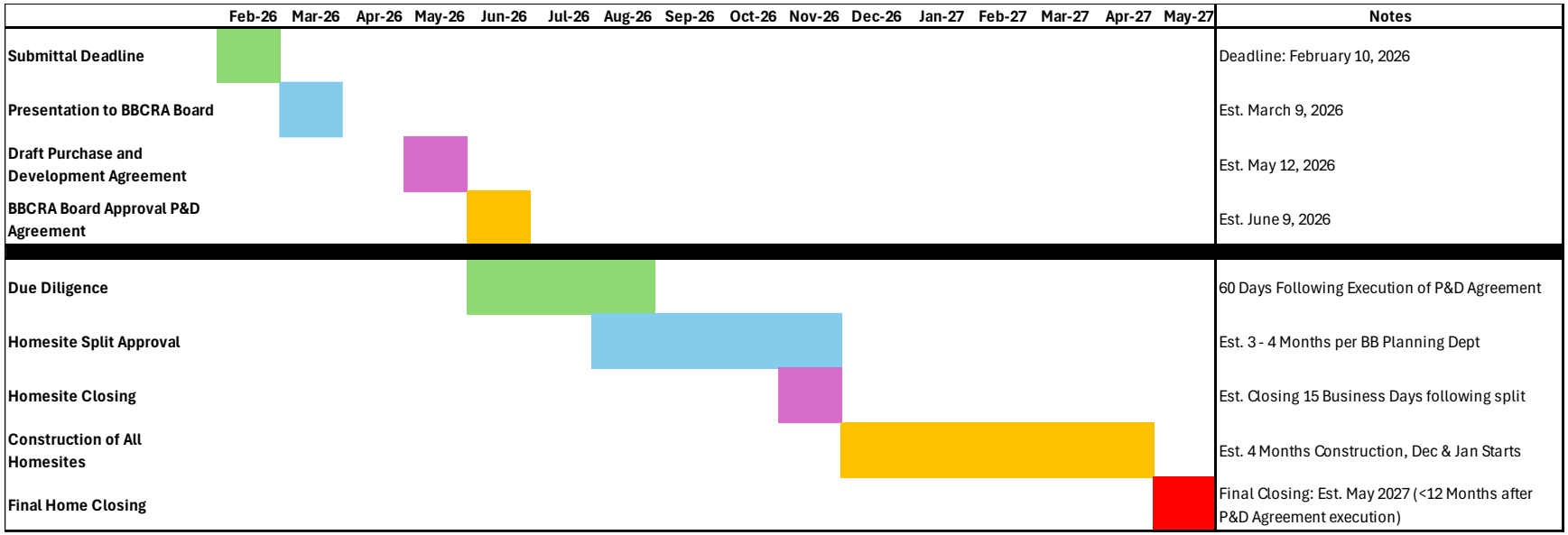

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May-27
Notes
Submittal Deadline
Deadline: February 10, 2026
Presentation to BBCRA Board
Est. March 9, 2026
Draft Purchase and Development Agreement
Est. May 12, 2026
BBCRA Board Approval P&D Agreement
Est. June 9, 2026
Due Diligence
60 Days Following Execution of P&D Agreement
Homesite Split Approval
Est. 3 - 4 Months per BB Planning Dept
Homesite Closing
Est. Closing 15 Business Days following split
Construction of All Homesites
Est. 4 Months Construction, Dec & Jan Starts
Final Home Closing
Final Closing: Est. May 2027 (<12 Months after P&D Agreement execution)

Exhibit D

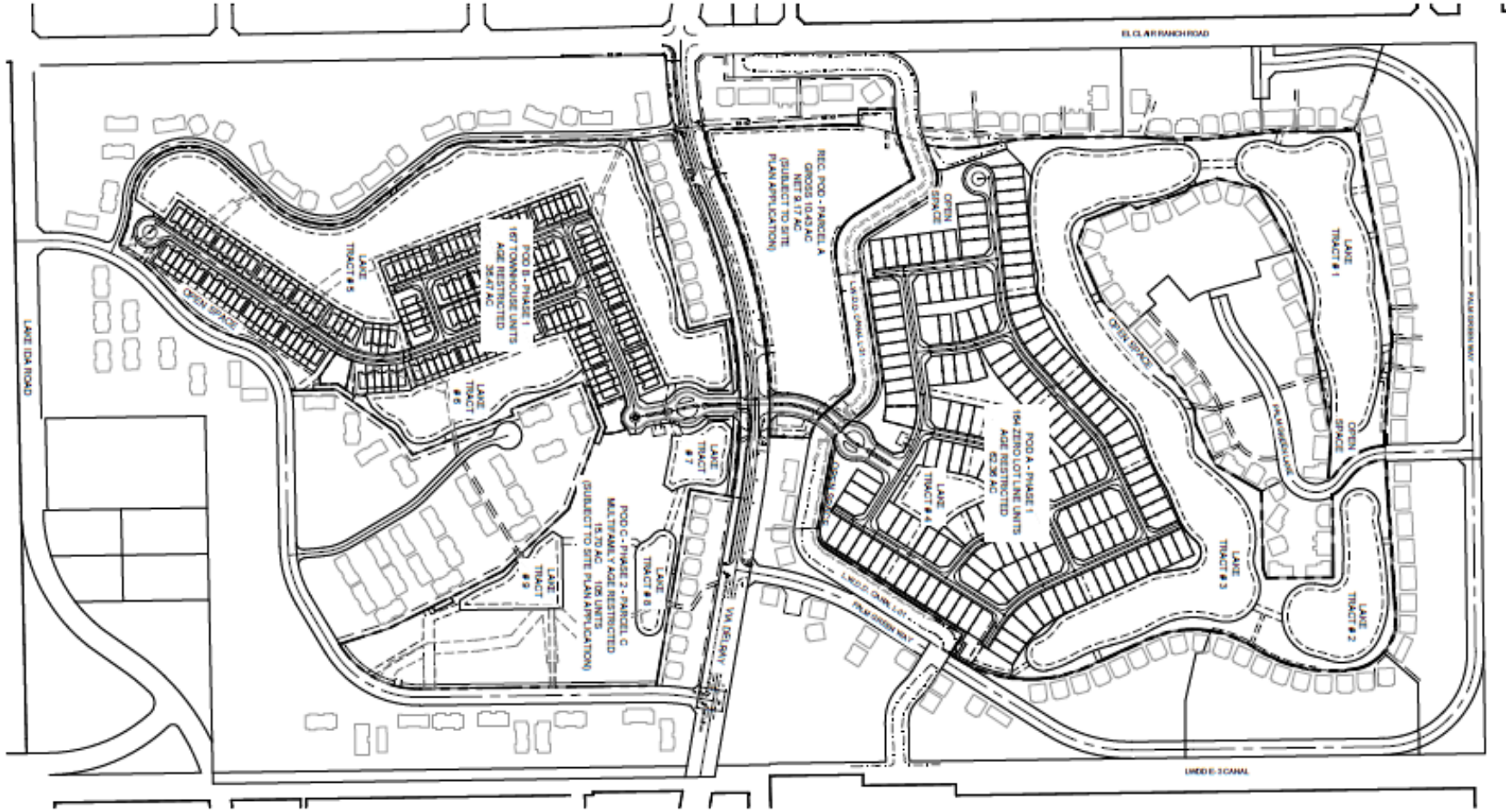

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LAKE IDA ROAD
LATERAL A
LATERAL L
LATERAL L-1
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LATERAL

Exhibit E (1 of 2)



Exhibit E (2 of 2)



Exhibit F



Exhibit G

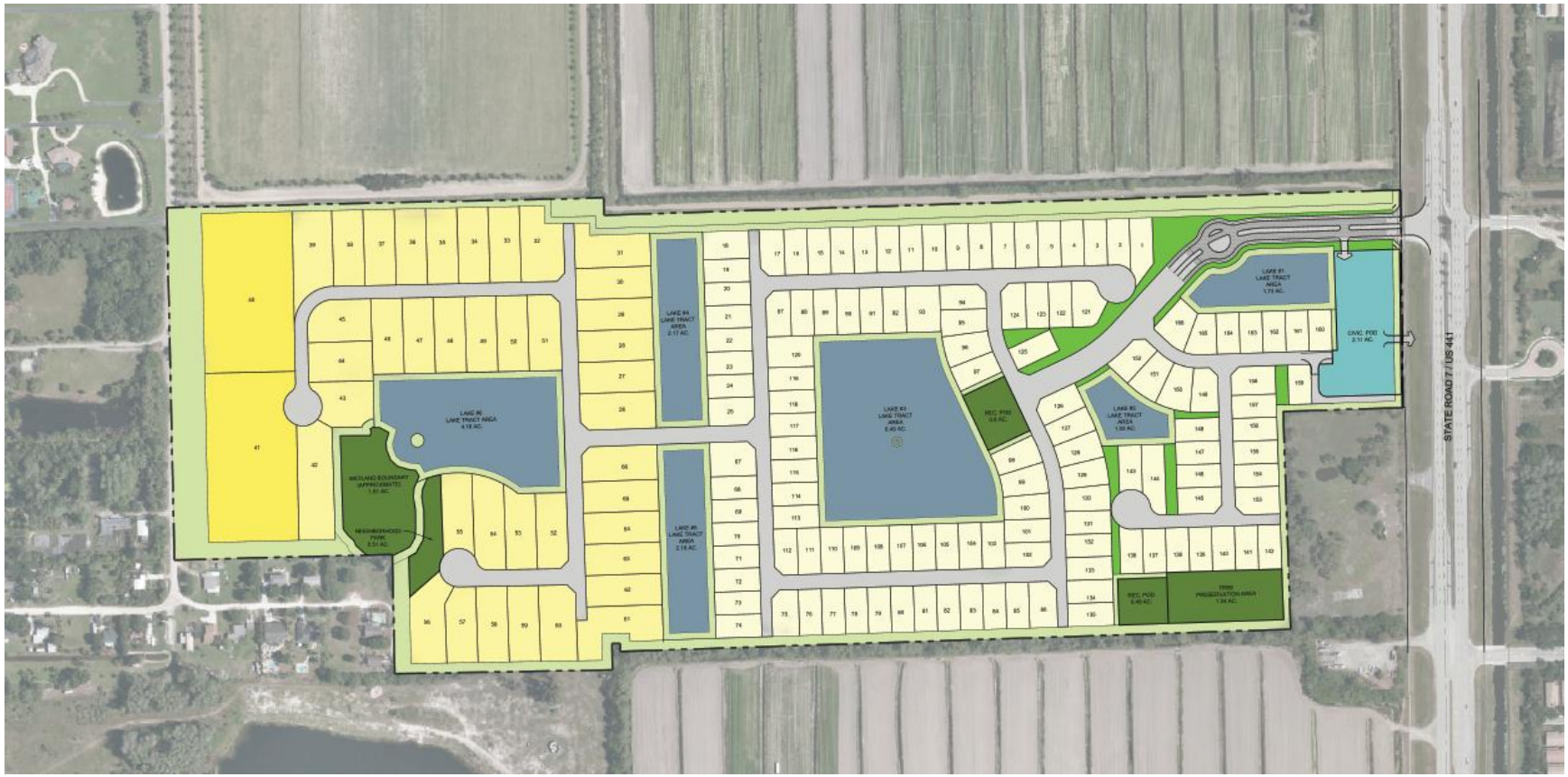


Exhibit H





Exhibit I





Exhibit J

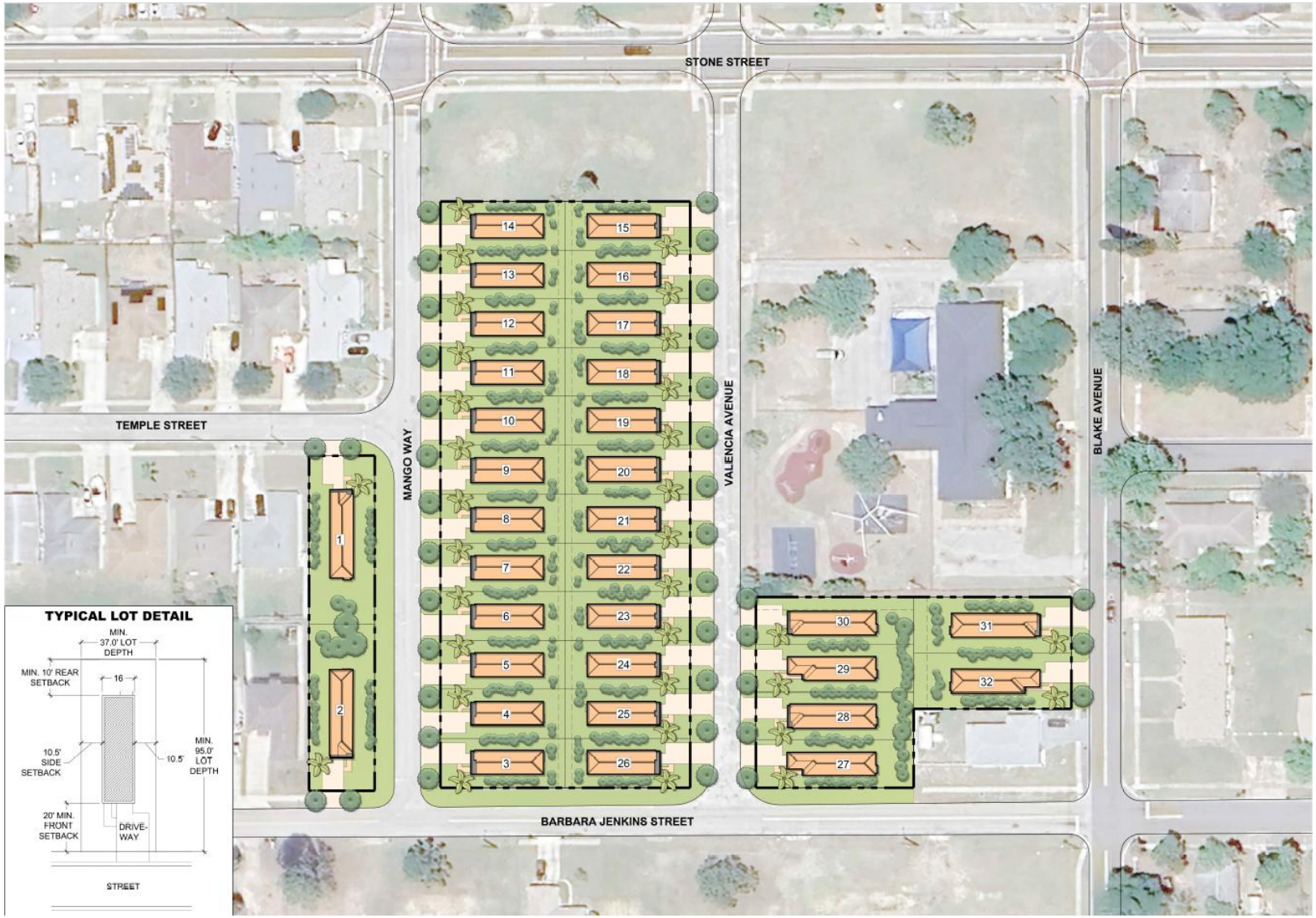

STONE STREET
TEMPLE STREET
MANGO WAY
VALENCIA AVENUE
BLAKE AVENUE
BARBARA JENKINS STREET
1
2
3
4
5
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28
29
30
31
32
TYPICAL LOT DETAIL
MIN. 37.0' LOT DEPTH
MIN. 10' REAR SETBACK
16
10.5' SIDE SETBACK
10.5'
MIN. 95.0' LOT DEPTH
20' MIN. FRONT SETBACK
DRIVE-WAY
STREET

Exhibit K

City of Cocoa Breaks Ground on Workforce Housing Development in Michael C. Blake Subdivision

By Space Coast Daily // January 28, 2026

New subdivision provides affordable housing for Cocoa's essential workers, including first responders, nurses and teachers



The City of Cocoa, in partnership with Lennar Homes, officially broke ground on January 16, on a new workforce housing development in the Michael C. Blake Subdivision. The project follows the approval of a development agreement with Lennar Homes to construct 32 workforce housing units, expanding access to affordable homeownership opportunities for very low, low, and moderate-income professionals.

BREVARD COUNTY • COCOA, FLORIDA – The City of Cocoa, in partnership with Lennar Homes, officially broke ground on January 16, on a new workforce housing development in the Michael C. Blake Subdivision.

The project follows the approval of a development agreement with Lennar Homes to construct 32 workforce housing units, expanding access to affordable homeownership opportunities for very low, low, and moderate-income professionals.

The development is designed to serve essential members of the community, including local firefighters, police officers, nurses, and teachers, helping ensure that those who serve Cocoa every day can live close to where they work.

City leaders, Council, representatives from Lennar Homes, and members of the community gathered to celebrate the milestone and recognize the collaborative effort behind the project.

“Homeownership is the foundation of the American Dream, and Lennar is committed to building attainable homes for more families through innovative collaborations like this,” said Brad Miller, Division Manager for Lennar.

“Together with the City of Cocoa, we are honored to invest in the future by helping people build generational wealth and strengthen their communities.”

“Workforce housing plays a crucial role in supporting economic development by ensuring our essential workers can live close to where they work,” said Mayor Michael C. Blake. “This project reflects our commitment to putting people first and investing in the future of our city.”



The City of Cocoa, in partnership with Lennar Homes, officially broke ground on January 16, on a new workforce housing development in the Michael C. Blake Subdivision. The project follows the approval of a development agreement with Lennar Homes to construct 32 workforce housing units, expanding access to affordable homeownership opportunities for very low, low, and moderate-income professionals.

Deputy Mayor Alex Goins echoed that sentiment, emphasizing the importance of proactive leadership.

“Having forward-thinking city staff and a committed City Council makes projects like this possible,” Goins said.

Both Mayor Blake and Deputy Mayor Goins represent District 1, which includes the Michael C. Blake Subdivision, underscoring their shared dedication to the community they serve.

The City of Cocoa, along with the Diamond Square Community Redevelopment Agency, remains committed to prioritizing citizens, expanding housing opportunities, and continuing to build a sustainable, thriving community for all.



The City of Cocoa, in partnership with Lennar Homes, officially broke ground on January 16, on a new workforce housing development in the Michael C. Blake Subdivision. The project follows the approval of a development agreement with Lennar Homes to construct 32 workforce housing units, expanding access to affordable homeownership opportunities for very low, low, and moderate-income professionals.

The City of Cocoa is a community of 19,041 located in the heart of Brevard County along the Space Coast of Florida. Incorporated in 1895, Cocoa is one of Brevard County's original communities. The City of Cocoa has a Council/Manager form of government where the Council, made up of elected officials, makes policy decisions, and the staff, led by the City Manager, implements them.

Cocoa is also a Regional Water Utility System that serves a majority of the residents in Central and North Brevard County. The mission of Cocoa's government is "To enrich the quality of life for our unique and diverse community by delivering Professional, Responsive, Innovative, Dedicated and Exceptional public services!" Serving our community with P.R.I.D.E.

Visit our website at www.CocoaFL.gov.

ATTACHMENT "D"

PROPOSER(S) INFORMATION

Name: LENNAR HOMES, LLC

Street Address: 5505 Waterford District Drive, Miami FL 33126

Mailing Address (if different): 5505 Waterford District Drive

City, State, Zip: Miami, Florida, 33126

Telephone No.: 954-699-3968 Fax No.:

Email Address of Contact Person: sam.goldberg@lennar.com

Ownership Status - Is the company currently for sale or involved in any transaction to expand or to be acquired by another business entity? If yes, please explain the impact to the organization and management efforts. N/A

Age of Organization – In continuous business since: 01/18/1954

Leadership - List Corporate Officers, Principals, Partners or owners of your Organization with titles and addresses. If a publicly held company, list Chairman of the Board, CEO, and President:

CEO: Stuart Miller

President: Stuart Miller

Chairman of the Board: Stuart Miller

CFO: Diane Bessette

Federal Identification No.: 59-0711505

State of Incorporation & Registration No.: L06000114706

If not a corporation, explain your status:

For joint ventures, the Proposer must summarize the actual or proposed amount of financial participation and control of each party within the partnership. If the entity is a subsidiary of, or otherwise affiliated with another organization, the Proposer shall indicate such relationship.

ATTACHMENT "F.i."

AUTHORIZATION TO PERFORM CREDIT CHECK

For Proposer (Business Entity):

The Proposer hereby consents to and authorizes the Boynton Beach Community Redevelopment Agency's ("BBCRA") investigation into the credit worthiness of the Proposer. Such consent and authorization is given with respect to any and all persons who may conduct an investigation of the Proposer's credit worthiness on behalf of the BBCRA, including independent contractors and credit agencies retained by the BBCRA for such purpose.

Any information provided to the BBCRA is a public record subject to the provisions of Ch. 119 F.S.

Proposer grants such consent and authorization to the BBCRA for the period commencing as of the date of this authorization and terminating at the time a Proposal is selected by the BBCRA Board.

This Proposer hereby waives any and all claims, past present or future, which the Proposer may have against the BBCRA by reason of any credit investigation made pursuant to Proposer's consent and authorization herein given to the BBCRA.

An authorization to Perform Credit Check will need to be completed by each Principal/Owner and by the Business.

Proposer (Business) Name (D/B/A if applicable): LENNAR HOMES, LLC

Current Business Address: 5505 Waterford District Drive, Miami FL 33126

Federal Tax ID#: 59-0711505 State of Incorporation: L06000114706

Telephone No.: 954-699-3968 Fax No.: _____

Authorized Signature: _____ Date: 1/9/16

Print Name: Brad Miller Title: Vice President

ATTACHMENT "G"

CITY OF BOYNTON BEACH PLANNING AND DEVELOPMENT DEPARTMENT MEETING VERIFICATION FORM

Proposer(s): LENNAR HOMES, LLC has(have) met with the City's Planning & Development Department to review the development that will be proposed at the Project Site consisting of the following addresses and Property Control Number(s):

Attachment "A" Aerial Map/Parcel Map (check all applicable)

☑	**BBCRA-owned Parcels**	**Property Control Numbers**
	135 NE 3rd Avenue	08434521300020210
	407 NE 1st Street	08434521300020231
	524 NE 3rd Street	08434521160000150
	507 NW 12th Avenue	08434521140004360
	Lot 348 NW 11th Avenue	08434521140003480

General Summary of Proposed Development (check all applicable):

☑ Approximate Total Number of Affordable/Workforce Housing Units 7

☑ Approximate Overall Height _____ feet Approximate Number of Stories 1

☑ Approximate Total Parking Spaces (including additional Public Parking Spaces) 28

Pre-development/Entitlement Applications (check all applicable):

☐ Future Land Use Amendment
☐ Rezoning
☐ Conditional Use for _____
☐ Site Plan Approval
☑ Replat
☐ Other _____

City of Boynton Beach
Planning & Development Dept.
Staff Name/Signature: _____ Date: _____

ATTACHMENT "H"

ACKNOWLEDGMENT LETTER

PROPOSER(S) SHALL INCORPORATE THIS ACKNOWLEDGEMENT

LETTER IN THEIR SUBMITTAL PACKAGE

****

Re: Boynton Beach Community Redevelopment Agency
Invitation to Negotiate (ITN) dated 12/12/2025
Development of Affordable/Workforce Infill Housing

To Whom It May Concern:

The undersigned has read and understands all the procedures and requirements of the Boynton Beach CRA (BBCRA) Invitation to Negotiate (ITN) for the **Development of Affordable/Workforce Infill Housing** dated December 12, 2025. On behalf of Proposer identified below and our proposal team, we agree to and accept the terms, specific limitations, and conditions expressed therein. We have read, rely upon, acknowledge and accept the BBCRA's disclosure and disclaimer, which is fully incorporated by reference into this letter, and certify that all of the requirements as described in the ITN are met and all required documents are enclosed.

We further certify that all information presented in this proposal, and all of the information furnished in support of the proposal, is true and complete to the best of our knowledge and belief, and we are aware of the fact that making false statements or presenting false information that results in an Agreement may be penalized to the maximum extent allowed by law.

Sincerely,

LENNAR HOMES, LLC
Name of Proposer

Brad Miller Vice President
Print Name and Title

Authorized Signature

2/9/26
Date

ATTACHMENT "I"

ADDENDA ACKNOWLEDGEMENT

Receipt is hereby acknowledged of the following addenda to the

The Boynton Beach Community Redevelopment Agency

Invitation to Negotiate

Development of Affordable/Workforce Infill Housing

By entering checking **YES** or **NO** in the space provided and indicating date received.

No. 1	☑ Yes	☐ No	Date 1/16/2026
No. 2	☑ Yes	☐ No	Date 1/20/2026
No. 3	☑ Yes	☐ No	Date 2/9/2026
No. 4	☐ Yes	☐ No	Date _____
No. 5	☐ Yes	☐ No	Date _____

ITN INFORMATION WAS OBTAINED FROM:

☑ BBCRA Website ☐ Newspaper Ad ☐ City Hall ☐ Other, please specify: _____

_____
Authorized Signature

Brad Miller
Print Name

Vice President
Title

ATTACHMENT "J"

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not: submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; submit a bid proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; submit bids, proposals, or replies on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; or transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

As the person authorized to sign the Statement, I certify that Proposer has not been placed on the convicted vendor list within the past 36 months and complies fully with the above requirements.

LENNAR HOMES, LLC

Proposer Name

Authorized Signature

Brad Miller

Print Name

Vice President

Title

2/9/16

Date

ATTACHMENT "K"

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify that LENNAR HOMES, LLC, the Proposer responding to this ITN, maintains a drug-free workplace program, and that the following conditions are met:

(1) Proposer publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying the actions that will be taken against employees for violations of such programs.

(2) Proposer informs employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Proposer gives each employee engaged in providing the commodities or contractual services included in this ITN a copy of the statement specified in Subsection (1).

(4) In the statement specified in Subsection (1), Proposer notifies the employee that, as a condition of working in the commodities or contractual services covered under this ITN, he/she will abide by the terms of the statement; and will notify the employer (Proposer) of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Proposer imposes a sanction on, or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is convicted.

(6) Proposer makes a good faith effort to continue to maintain a drug-free workplace through implementation of this Section 287.087, Florida Statutes.

As the person authorized to sign the statement, I certify that Proposer complies fully with the above requirements.

Authorized Signature: _____ Date: 2/9/26

Name & Title (typed): Brad Miller Vice President

ATTACHMENT "L"

AUTHORIZATION FOR RELEASE OF INFORMATION

To whom it may concern:

The undersigned hereby authorizes you to release to the Boynton Beach Community Redevelopment Agency (BBCRA) or the City of Boynton Beach any information in your possession regarding the undersigned either of a professional credit or personal nature including the statement of your opinions with regard to the undersigned's professional credit and personal character, or of the Proposer identified below.

The undersigned also authorizes you to release to the Boynton Beach Community Redevelopment Agency (BBCRA) or the City of Boynton Beach any information in your possession regarding the business identified as "Proposer" below.

By: _____

Print Name: Brad Miller

Title: Vice President

Proposer (Business) Name (D/B/A if applicable): LENNAR HOMES, LLC

Current Business Address: 5505 Waterford District Drive, Miami FL 33126

Federal Tax ID#: 59-0711505 State of Incorporation: L06000114706

STATE OF FLORIDA
COUNTY OF Palm Beach

THE FOREGOING INSTRUMENT was acknowledged before me this 9th day of February, 2026, by Brad Miller who is personally known to me or who has respectively produced as identification and did not take an oath.

Notary Public: Haley M. Nora

Print Name: Haley M. Nora
Commission No: HH651641
My Commission Expires: 4/19/29

(Seal)

HALEY M. NORA
Commission # HH 651641
Expires April 19, 2029

ATTACHMENT "M"

CERTIFICATION OF NON-SCRUTINIZED COMPANY

LENNAR HOMES, LLC, as Proposer, hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the BBCRA determines that this certification is falsified or contains false statements, or that Proposer is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the submittal of the Proposal or the execution of any agreement arising out of this ITN, the BBCRA may disqualify the Proposal and/or terminate the agreement.

LENNAR HOMES, LLC

Proposer Name

By: _____

Brad Miller Vice President

Authorized Representative of Proposer

Date: 2/9/26

STATE OF FLORIDA
COUNTY OF Palm Beach

THE FOREGOING INSTRUMENT was acknowledged before me this 9th day of February, 2026, by Brad Miller, Vice President who is personally known to me or who has respectively produced as identification and did not take an oath.

Notary Public: Haley M. Nora

Print Name: Haley M. Nora
Commission No: HH651641
My Commission Expires: 4/19/29

(Seal)

HALEY M. NORA
Commission # HH 651641
Expires April 19, 2029

ATTACHMENT "N"

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I Brad Miller (insert name) as Vice President (insert title) on behalf of LENNAR HOMES, LLC (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 18 years of age and have personal knowledge of the matters set forth in this affidavit.
2. LENNAR HOMES, LLC (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, LENNAR HOMES, LLC (insert entity name) does not engage in any of the following actions in connection with providing labor or services:
   a. Using or threatening to use physical force against any person;
   b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
   c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debtor the length and nature of the labor or services are not respectively limited and defined;
   d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
   e. Causing or threatening to cause financial harm to any person;
   f. Enticing or luring any person by fraud or deceit; or
   g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT

:

By: _____

Print name: Brad Miller

Title: Vice President

Date: _____

STATE OF FL)

COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 9th day of February, 2026 on behalf of Lennar Homes, LLC by Brad Miller its Vice President _____. He/she is personally known to me or has produced _____ as identification and did (X) did not ( ) take an oath.

Haley M. Nora

NOTARY PUBLIC

[Seal]

HALEY M. NORA
Commission # HH 651641
Expires April 19, 2029

LENNAR®

April 10, 2026

Attn: Timonthy Tack
Assistant Director
Boynton Beach Community Redevelopment Agency
100 East Ocean Avenue 4th floor
Boynton Beach, FL 33435

Re: Notice of Intent to Dispose of Real Property – ***Purchase of approximately 0.33 +/- acres located in Boynton Beach, FL Parcel Control #: 08-43-45-21-07-001-1450 (the "Property")***

This letter constitutes a non-binding letter of intent ("***LOI***") between Lennar Homes and/or its affiliated entities ("***Buyer***") and Boynton Beach Community Redevelopment Agency ("***Seller***"), which outlines the general terms and conditions for the purchase and sale of the Property.

1. Purchase Price: The Purchase Price shall be Seventy Thousand Dollars **($70,000)** cash paid at Closing, less any cash Deposits.

2. Agreement for Purchase and Sale: The parties agree that they will each work in good faith to reach a final, negotiated and executed purchase and sale agreement ("***Agreement***"). The Agreement will be drafted by Buyer's counsel and submitted to Seller within fourteen (14) days after Buyer's receipt of an executed copy of this LOI. Thereafter, Buyer and Seller will negotiate in good faith to finalize and execute the Agreement within sixty (60) days after Buyer's initial submittal of the Agreement to Seller.

3. Investigation Period: For sixty (60) days from the effective date of the Agreement ("***Investigation Period***" or "***IP***"), Buyer shall have the absolute and unqualified right to conduct all testing and due diligence studies Buyer deems appropriate in its sole discretion. At any time prior to 11:59 p.m. on the last day of the Investigation Period, Buyer shall have the right to terminate the Agreement and receive back the Initial Deposit. Seller shall furnish Buyer with copies or originals of all existing reports and other documents relating to the Property in Seller's possession or control.

4. Deposit: Buyer shall deposit $10,000 ("***Initial Deposit***") with CalAtlantic Title Solutions, LLC (the "***Escrow Agent***") within eight (8) business days after the effective date of the Agreement. In the event the Agreement has not been terminated, Buyer shall deposit with Escrow Agent an additional sum of $25,000 ("***Additional Deposit***," and together with the Initial Deposit, the "***Deposit***") within eight (8) business days after the expiration of the Investigation Period. The Buyer may elect to deliver to the Escrow Agent a letter of credit in lieu of a cash payment for any part of the Deposit.

5. Approvals: The transaction contemplated herein is subject to Seller's receipt of all required governmental approvals necessary to complete two (2) single family homesites (the "***Homesites***"), and all such approvals being final, with all appeal periods having expired with no appeals pending. The approvals include but are not limited to rezoning the property from R1 to R1A, and plating of the homesites, as required (the ***"Approvals")***.

6. Closing: Closing shall occur fifteen (15) business days after Seller's receipt of the Approvals, but no later than six (6) months after expiration of the Investigation Period.

7. Title: Escrow Agent shall act as title and closing agent in the transaction. Seller shall convey title to the Homesites by special warranty deed, free and clear of all encumbrances other than taxes for the year of Closing, applicable municipal ordinances and other governmental regulations and any and all easements and restrictions of record expressly approved by Buyer in writing or pursuant to the terms and provisions of the Agreement.

8. Prorations & Closing Costs: Taxes, general and special, are to be prorated as of the date of the Closing. Seller shall pay for state documentary stamps and surtaxes, if any, to be attached to the deed, and any recording fees associated with the release of any monetary encumbrances and/or corrective title instruments. Buyer will pay for the cost of recording the deed. Seller shall be specifically responsible for payment of any rollback or deferred taxes at Closing. Buyer shall pay for the cost of the title commitment, and the title policy. Seller shall pay for the searches required by the title insurance underwriter to delete the standard exceptions from the title policy, and any costs required to cure all title defects to be cured.

9. Real Estate Broker/Realtor: The Buyer and Seller acknowledge that there are no real estate brokers involved in this transaction.

10. Corporate Investment Committee of Lennar Corporation Approval Required: The Agreement must be approved in writing by the Corporate Investment Committee of Lennar Corporation prior to the expiration of the Investigation Period. In the event Buyer fails to deliver to Seller written notice of such approval on or before the end of the Investigation Period, the Agreement shall automatically terminate, and the Escrow Agent shall immediately refund the Deposit to the Buyer.

11. Non-Binding: The parties acknowledge and agree that this LOI is not intended to be and should not be construed as an agreement for sale and purchase of the Homesites. The parties agree that except for Section 11 herein, nothing contained in this LOI shall be binding on either party. Rather, this LOI is intended only to set forth an outline of the general terms from which the parties intend to use good faith efforts to negotiate the Agreement.

We look forward to working with you on this exciting transaction.

BUYER

Lennar Homes, LLC

By: Samuel Goldberg

Name: Sam Goldberg

Title: Land Acquisition Manager

SELLER

Boynton Beach Community Redevelopment Agency

By: _____

Name: _____

Title: _____

Exhibit A

Proposed Use of the Site

Proposed Community

Zoning

- Current Zoning: R1 – Minimum Setbacks: Front: 25 FT | Corner Side: 25 FT | Rear: 20 FT
- Intended Zoning: R1A – Minimum Setbacks: Front: 15 FT | Corner Side: 5 FT | Interior Side: 5 FT | Rear: 10 FT

Lennar proposes splitting the Subject Property located at 419 N Seacrest Blvd, Boynton Beach, FL to develop two (2) homesites. The parcel is currently zoned R1 and Lennar is seeking a rezoning to R1A to accommodate the proposed Columbus floor plan. The Columbus plan provides a spacious two-story floor plan, and multiple elevations would be constructed to enhance the home's curb appeal. The relevant specifications for the home are summarized below:

- Columbus (2 Floors)
  - 1,880 sq. ft. Total Living Area (Under Roof: 2,344 sq. ft.)
  - 4 Bedroom, 2.5 Bath
  - 2 car garage
  - Dimensions: 30 FT wide x 42 FT long; Backyard Patio: 4 FT x 6 FT
  - 1st Floor Living: 795 sq. ft.; 2nd Floor Living: 1,085 sq. ft.

Floorplans for the homes are attached **Exhibit B** and elevations for each home are attached **Exhibit C**. Preliminary proposed location of the homes on a split homesite are shown on **Exhibit D**.

As discussed above, Lennar's planned homes have been carefully engineered to allow construction to be as efficient as possible from a cost perspective, without sacrificing quality. Each home would include energy efficient appliances, including Refrigerator, Washer and Dryer, and impact windows. Lennar will include privacy fencing and a landscape buffer off Seacrest Boulevard.

Proposed Completion Time

Please note that Lennar will require that the Project Agreement allow for a reasonable due diligence period (60-90 days). The Project Agreement would also need to be subject to approval of the project by Lennar's Corporate Investment Committee ("CIC Approval"). This review will take place prior to the expiration of the due diligence period.

Following due diligence, Lennar would close on the Subject Property upon the CRA's rezoning and split of the property to R1A. After the approval of the rezoning, Lennar will solely be responsible for obtaining building permits for the homes and demolition of the existing structure.

This will allow construction to begin shortly after all Approvals are obtained. Please note that Lennar is not seeking relief from any permit or impact fees.

Deed Restriction:

All homes will remain affordable for a period of no less than 15 years with a deed restriction commencing from the date of closing transferring ownership from Lennar to the first purchaser of the developed homesite.

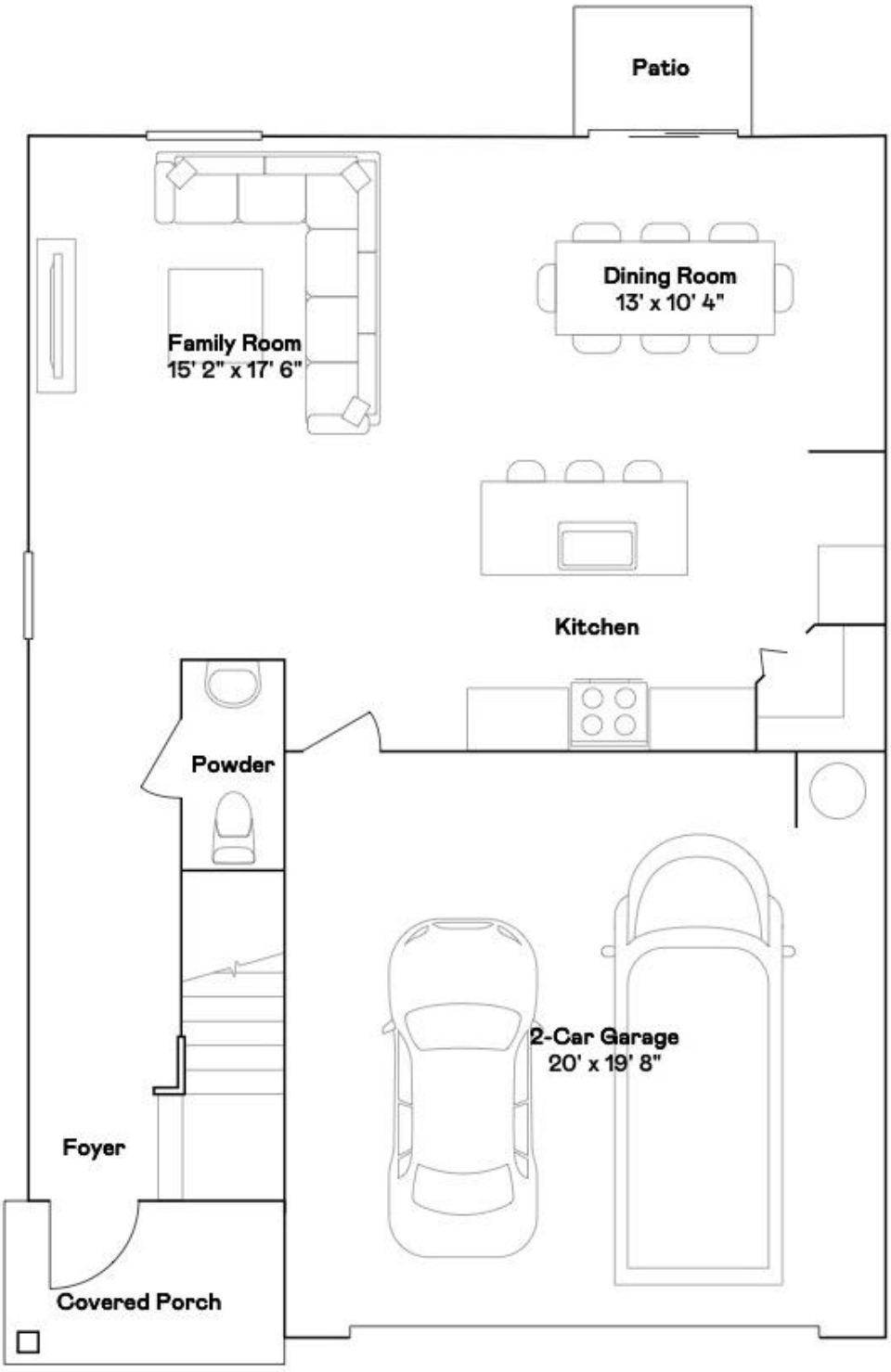
Sales:

Lennar intends to sell the two homes on this property at the Moderate 2 income limit established by the Palm Beach County Workforce Housing Program (WHP) through a lottery system described below.

The proposed sales process will mirror the established and successful procedures utilized within the Palm Beach County Workforce Housing Program (WHP). Due to the anticipated demand for workforce housing units, a lottery-based selection process will be implemented to ensure fairness, transparency, and compliance with WHP requirements. Interested purchasers will be required to obtain eligibility approval through the Palm Beach County WHP program and submit all required documentation prior to being entered into the lottery, including verification of income eligibility, proof of funds for required deposits, and completion of a formal lottery application. Applications will be accepted during a defined submission period, after which eligible applicants will be randomly selected. Selected buyers will be notified and provided with a limited timeframe to execute purchase agreements and submit deposits, with alternate applicants maintained in the event selected buyers do not proceed.

To further support local workforce housing goals, the Division will coordinate with the Community Redevelopment Agency (CRA), Boynton Beach SHIP, and City staff to prioritize outreach and marketing efforts toward Boynton Beach residents prior to expanding marketing to the broader countywide applicant pool. Public outreach may include informational sessions, digital and print marketing, and coordination with local employers and community organizations. This targeted approach ensures local residents are provided with early access to homeownership opportunities while maintaining compliance with County WHP program requirements and promoting equitable access to available units.

Exhibit B


Patio
Family Room
15' 2" x 17' 6"
Dining Room
13' x 10' 4"
Kitchen
Powder
2-Car Garage
20' x 19' 8"
Foyer
Covered Porch

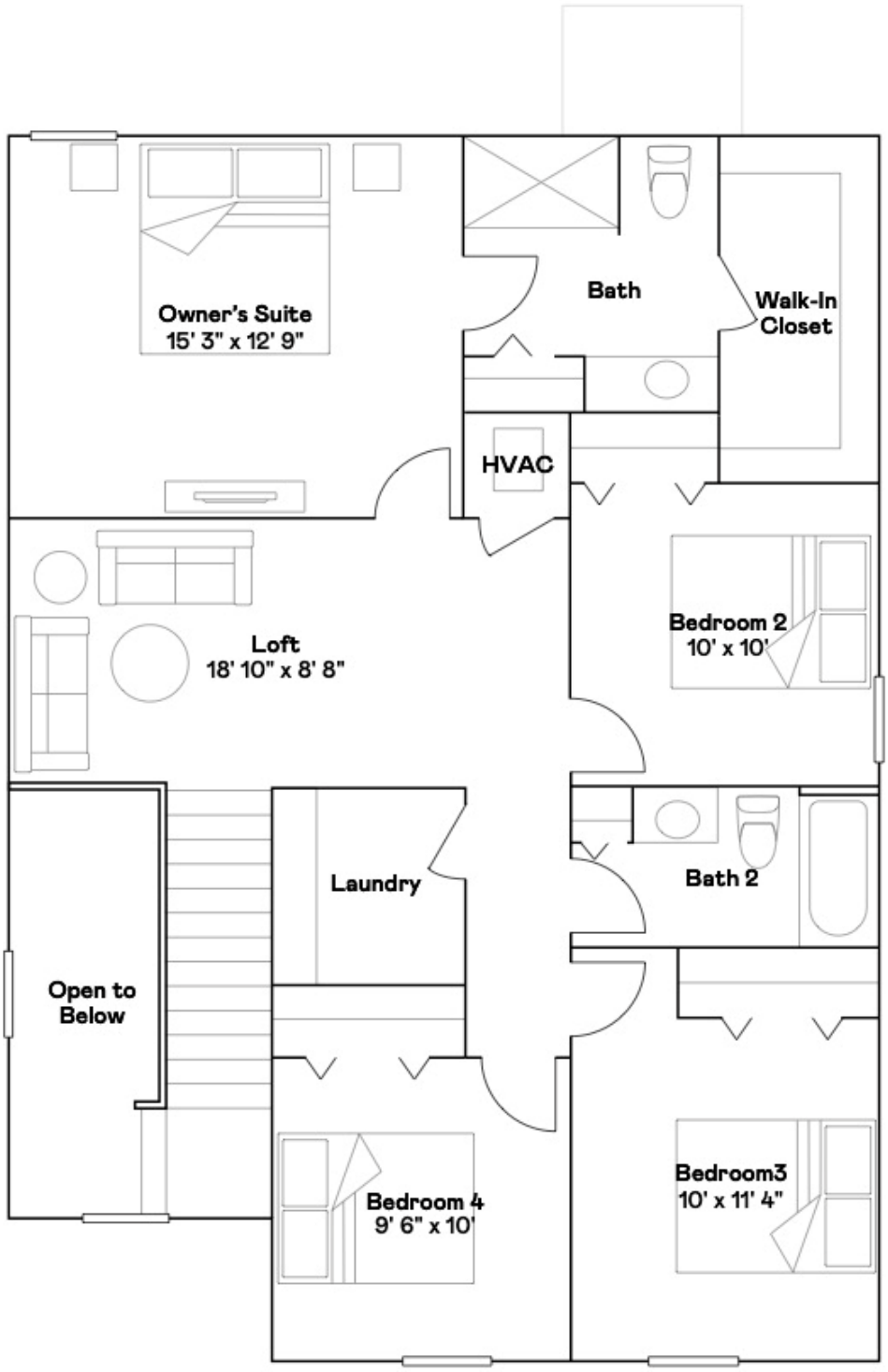

Owner's Suite
15' 3" x 12' 9"
Bath
Walk-In
Closet
HVAC
Bedroom 2
10' x 10'
Loft
18' 10" x 8' 8"
Laundry
Bath 2
Open to
Below
Bedroom 4
9' 6" x 10'
Bedroom3
10' x 11' 4"

Exhibit C





Exhibit D



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April 23rd, 2026

Attn: Timonthy Tack
Assistant Director
Boynton Beach Community Redevelopment Agency
100 East Ocean Avenue 4th floor
Boynton Beach, FL 33435

Re: Invitation to Negotiate – ***Purchase of approximately 1.11 +/- acres located in Boynton Beach, FL Parcel Control #: 08-43-45-21-30-002-0210, 08-43-45-21-30-002-0231, 08-43-45-21-16-000-0150, 08-43-45-21-14-000-4360, and 08-43-45-21-14-000-3480 (the "Property")***

This letter constitutes a non-binding letter of intent ("***LOI***") between Lennar Homes and/or its affiliated entities ("***Buyer***") and Boynton Beach Community Redevelopment Agency ("***Seller***"), which outlines the general terms and conditions for the purchase and sale of the Property.

1. Purchase Price: The Purchase Price shall be Three Hundred Fifty Thousand Dollars (**$350,000)** cash paid at Closing, less any cash Deposits.

2. Agreement for Purchase and Sale: The parties agree that they will each work in good faith to reach a final, negotiated and executed purchase and sale agreement ("***Agreement***"). The Agreement will be drafted by Buyer's counsel and submitted to Seller within fourteen (14) days after Buyer's receipt of an executed copy of this LOI. Thereafter, Buyer and Seller will negotiate in good faith to finalize and execute the Agreement within sixty (60) days after Buyer's initial submittal of the Agreement to Seller.

3. Investigation Period: For sixty (60) days from the effective date of the Agreement ("***Investigation Period***" or "***IP***"), Buyer shall have the absolute and unqualified right to conduct all testing and due diligence studies Buyer deems appropriate in its sole discretion. At any time prior to 11:59 p.m. on the last day of the Investigation Period, Buyer shall have the right to terminate the Agreement and receive back the Initial Deposit. Seller shall furnish Buyer with copies or originals of all existing reports and other documents relating to the Property in Seller's possession or control.

4. Deposit: Buyer shall deposit $10,000 ("***Initial Deposit***") with CalAtlantic Title Solutions, LLC (the "***Escrow Agent***") within eight (8) business days after the effective date of the Agreement. In the event the Agreement has not been terminated, Buyer shall deposit with Escrow Agent an additional sum of $25,000 ("***Additional Deposit***," and together with the Initial Deposit, the "***Deposit***") within eight (8) business days after the expiration of the Investigation Period. The Buyer may elect to deliver to the Escrow Agent a letter of credit in lieu of a cash payment for any part of the Deposit.

5. Closing: Closing shall occur fifteen (15) business days after Buyer's receipt of the Approvals, but no later than six (6) months after expiration of the Investigation Period.

6. Title: Escrow Agent shall act as title and closing agent in the transaction. Seller shall convey title to the Homesites by special warranty deed, free and clear of all encumbrances other than taxes for the year of Closing, applicable municipal ordinances and other governmental regulations and any and all easements and restrictions of record expressly approved by Buyer in writing or pursuant to the terms and provisions of the Agreement.

7. Prorations & Closing Costs: Taxes, general and special, are to be prorated as of the date of the Closing. Seller shall pay for state documentary stamps and surtaxes, if any, to be attached to the deed, and any recording fees associated with the release of any monetary encumbrances and/or corrective title instruments. Buyer will pay for the cost of recording the deed. Seller shall be specifically responsible for payment of any rollback or deferred taxes at Closing. Buyer shall pay for the cost of the title commitment, and the title policy. Seller shall pay for the searches required by the title insurance underwriter to delete the standard exceptions from the title policy, and any costs required to cure all title defects to be cured.

8. Real Estate Broker/Realtor: The Buyer and Seller acknowledge that there are no real estate brokers involved in this transaction.

9. Corporate Investment Committee of Lennar Corporation Approval Required: The Agreement must be approved in writing by the Corporate Investment Committee of Lennar Corporation prior to the expiration of the Investigation Period. In the event Buyer fails to deliver to Seller written notice of such approval on or before the end of the Investigation Period, the Agreement shall automatically terminate, and the Escrow Agent shall immediately refund the Deposit to the Buyer.

10. Non-Binding: The parties acknowledge and agree that this LOI is not intended to be and should not be construed as an agreement for sale and purchase of the Homesites. The parties agree that except for Section 10 herein, nothing contained in this LOI shall be binding on either party. Rather, this LOI is intended only to set forth an outline of the general terms from which the parties intend to use good faith efforts to negotiate the Agreement.

We look forward to working with you on this exciting transaction.

BUYER

Lennar Homes, LLC

By: Samuel Goldberg

Name: Sam Goldberg

Title: Land Acquisition Manager

SELLER

Boynton Beach Community Redevelopment Agency

By: _____

Name: _____

Title: _____

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Exhibit A

Below are Lennar's responses to discussion items brought up at our kick-off meeting with the Boynton Beach CRA on March 25th, 2026.

1. Does Lennar offer different models and within those models different styles? +
   We have 3 elevations per plan. The Boynton Beach CRA will have the ability to choose the elevation of their liking. Elevation renderings are featured in Exhibit B.

2. Would Lennar consider covered lanais and/or front porches?
   Lennar can accommodate 8'-8" x 9'-4" rear covered lanais for both the Belmont and Columbus plans.

3. Recommend swapping paver driveways with concrete driveways – use any cost savings on other façade elements of the home.
   Lennar can accommodate concrete driveways with Fibermesh.

4. Would Lennar consider fencing the homes?
   Lennar can build 6-foot PVC privacy fencing for all homes. Lennar is requesting a purchase price credit of $6,000 per home to help alleviate the unforeseen cost of the fence.

5. Would Lennar consider 4 bed/3 bath on Lot 3 if Mod 2 income range to take advantage of oversize lot.
   Lennar will build the Columbus plan shown at Brystol at Wylder on our tour. The Columbus is a 2-story, 4 bed/2.5 bath, 1,874 SF plan with a 2-car garage. Lennar will sell this plan at the Palm Beach County moderate 2 limit. Elevations for the Columbus are shown in Exhibit B.

6. What is the landscaping plan? Will they add trees and/or other native drought resistant plants?
   Lennar will use Bahia sod and native drought resistant plants for the landscaping of the homes.

7. What exterior lighting is included?
   Garage sconces are the exterior lighting.

8. Post construction guarantees - What is the warranty for the homes?
   Please see post construction guarantees included in our response email.

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Exhibit B

Belmont A



Belmont B



LENNAR®

Belmont C



Columbus A



LENNAR®

Columbus B



Columbus C



LENNAR®

1-Year Single Family Home Warranty

Dear Homebuyer(s):

Congratulations on the purchase of your new Lennar Home.

As part of Lennar's commitment to quality, value and integrity, your Home is covered by a one-year limited warranty on workmanship, systems and structural elements (also known as the "Lennar Limited Warranty" or "Limited Warranty").

The Lennar Limited Warranty is detailed in this document as to the scope of your Warranty coverage. Please take the time to become familiar with this Warranty document and read it in its entirety. It defines our responsibilities to you, and your responsibilities to your Home. Please keep in mind that the proper maintenance of your Home is vital, and if you do not perform the required maintenance on your Home on a regular basis, it can and will limit your Warranty rights.

While we are confident that Lennar can resolve any Warranty items to your satisfaction, **you should be aware that this Limited Warranty includes a requirement that all disputes be submitted to binding arbitration.**

Lennar is happy to answer any questions that you have about your Lennar Limited Warranty, or specific construction standards and how they apply to your Home. However, please know that the content of this Warranty Booklet controls Lennar's obligations to you and your Home to the extent that there may be any differences between the content of this document and your conversations with any of our Lennar Associates.

Congratulations again - and enjoy your new Home!

1-Year Single Family Home Warranty

Express Limited Warranty: The "Lennar Limited Warranty"

Under the Lennar Limited Warranty, the seller of your Home ("Lennar") commits that the components of your Home will perform to the standards listed in this Warranty Booklet. Specific components of your Home are covered for one year under the Lennar Limited Warranty, and Lennar's obligations are expressly limited to those standards and for only the one-year time period as explained below. Please take the time to review the section titled "What Is Not Covered By The Lennar Limited Warranty" which lists those items excluded from the Lennar Limited Warranty. The Lennar Limited Warranty commences on the date of closing of the original purchase of the Home (the "Closing Date"). The protection periods provided below are referred to in the Lennar Limited Warranty as "Warranty Term."

Workmanship, Systems and Structural Protection

For one year from the Closing Date, Lennar warrants that the components of the Home set forth in the Workmanship, System and Structural Components Standards found on pages 14 through 51 of this Warranty Booklet will perform in accordance with those Standards. If a component is not specifically listed in the Standards, then it is not warranted under the Lennar Limited Warranty or otherwise. If a component is performing in accordance with the Standards, then Lennar has no further obligations under the Lennar Limited Warranty. Lennar reserves the sole right to determine the repairs and/or replacements necessary to meet the Standards and may, at its sole election, implement repairs in phases to determine if structural components can be stabilized as part of meeting its obligations under the Structural Standards. Please note that a limited number of items in the Standards are subject to a one-time repair obligation.

Transferability

All of your rights and obligations under the Lennar Limited Warranty shall, unless previously released by you or your successor, fully transfer to each successor owner of the Home, including any mortgagee in possession, for the remainder of the Warranty Term and any transfer shall in no way affect, increase or reduce the coverage under the Lennar Limited Warranty for its unexpired term. If you sell your Home during the Warranty Term, you agree to give this Warranty Booklet to the successor owner to inform the successor owner of warranty rights and to otherwise make it possible for the successor owner to fulfill the successor owner's obligations under the terms of the Lennar Limited Warranty. **If you are an owner other than the original purchaser of the Home, you are bound by all the terms and conditions of the Lennar Limited Warranty including, but not limited to, claims procedures and the requirement to submit any disputes that may arise under the Lennar Limited Warranty to binding arbitration.**

Requesting Lennar Limited Warranty Service

If you believe that a component of your Home is not performing to the Lennar Limited Warranty standards during the Warranty Term, you must send the appropriate Notice of Workmanship/Systems Claim Form or Notice of Structural Claim Form (located at this back of this booklet) ("Notice of Claim") to Lennar.

The Notice of Claim must list the specific warranty claim and the date that you first observed the condition that is the subject of the claim. You must notify Lennar of any observed component that you believe is not performing to Lennar Limited Warranty standards as soon as possible and in no event later than the date the applicable warranty expires, by sending the Notice of Claim to the appropriate Customer Care office.

We must receive your Notice of Claim not later than thirty (30) days after Limited Warranty expires or we will have no further obligation to you under the Lennar Limited Warranty. Lennar is not responsible for repairs or any other costs or expenses (including, but not limited to, attorneys' fees and engineers' fees) incurred by you prior to the date you give Lennar a Notice of Claim. In the event that you fail to notify us and give us the opportunity to inspect and repair the conditions giving rise your claim, Lennar will not be responsible for any repairs or any other costs or expenses (including, but not limited to, attorneys' and engineers' fees) you incur to address the claim.

We will respond to a timely Notice of Workmanship or System Claim within thirty (30) days and complete any warranted repairs within sixty (60) days of receipt of your written Notice of Claim to us unless (i) you or other events beyond our reasonable control delay our completion (including a failure to allow prompt inspections of your Home), or (ii) the condition reasonably requires more than sixty (60) days to properly repair. If we determine that any of the Workmanship or Systems items you report to us are not covered by the Lennar Limited Warranty, we will endeavor to advise you in writing within thirty (30) days of our determination of no coverage.

Additional time may be required for us to assess structural claims and evaluate our response. As such, we will respond to any Notice of Structural Claim within sixty (60) days of receipt of your written Notice of Structural Claim unless you or other events beyond our control delay our response (including a failure to allow prompt inspections of your Home). Additional time may be required to investigate, design, implement and/or complete structural repairs beyond the sixty (60) days by which we commit to complete Workmanship/Systems repairs. If we determine that any of the Structural items you report to us are not covered by the Lennar Limited Warranty, we will endeavor to advise you in writing within thirty (30) days of our determination of no coverage.

Investigation of claims often requires inspection of the Home, and under certain circumstances, invasive testing might be needed. We may request additional documents or information from you, and you agree as part of the Lennar Limited Warranty to fully cooperate with the investigation of your claim. By submitting a Notice of Claim, you agree to grant Lennar and/or its representatives prompt and complete access to your Home during normal business hours of 8 a.m. to 5 p.m. to inspect, repair and conduct tests in your Home as we may deem necessary. If you refuse to allow us access to your Home, such denial of access shall void the Lennar Limited Warranty with respect to your claim.

Lennar reserves the option to repair, replace or pay you the reasonable cost of repair or replacement for any warranted and covered claim. Prior to Lennar undertaking repairs, replacement or payment, you agree to assign to Lennar all claims you may have against any other person or entity who Lennar or you believe may have any responsibility associated with the warranted and covered claim.

If you believe that we have not met our obligations under the Lennar Limited Warranty, you may seek resolution of any claim you may have pursuant to the mediation/arbitration provisions set forth in the following section of the Warranty Booklet.

Mediation/Arbitration Of Disputes

The terms "Buyer" and "Seller" as used in this section of your warranty shall have the same meaning as set forth in your Purchase and Sale Agreement. By purchasing a Lennar home and receiving this warranty, Buyer specifically agrees that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. **"Disputes"** (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, your Purchase and Sale Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

Any and all mediations commenced by Buyer and Seller shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds $250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of either Buyer or Seller, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

Unless otherwise recoverable by law or statute, each of Buyer and Seller shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if Buyer or Seller unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if Buyer or Seller fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

Seller supports the principals set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

Notwithstanding the requirements of arbitration stated in this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

The filing fees and case service fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules. The fees of the arbitrator(s) shall be shared equally by the parties.

Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

What's Not Covered By Your Lennar Limited Warranty

In addition to other limitations and exclusions set forth in this Lennar Limited Warranty and the accompanying Workmanship, Systems and Structural Standards, the Lennar Limited Warranty does not provide coverage for the following items, which are specifically excluded:

1. Damage to any property, fixture, structure, improvement or appurtenance that was not constructed by Lennar. You shall be responsible for paying any costs required to remove such property, fixture, structure, improvement or appurtenance if Lennar deems it reasonably necessary to address a warranty claim.

2. Damage to land, landscaping (including sodding, seeding, shrubs, trees and planting), sprinkler systems, outbuildings, carports, or any other appurtenant structure or attachment to the dwelling, or other additions or improvement not a part of your Home;

3. Loss or damage which arises while your Home is being used primarily for nonresidential purposes;

4. Damages caused by changes in the level of the underground water table which were not reasonably foreseeable at the time of construction of your Home;

5. Loss of use of all or a portion of your Home;

6. This warranty does not apply to any manufactured item such as appliances, fixtures, equipment (except as specifically defined in the Workmanship, Systems and Structural Standards) or any other item which is covered by a manufacturer's warranty, nor does it cover conditions that are caused by failure of any such manufactured item. Appliances and items of equipment not covered by this Limited Warranty, include but are not limited to: air conditioning units, attic fans, boilers, burglar alarms, carbon monoxide detectors, ceiling fans, central vacuum systems, chimes, dishwashers, dryers, electric meters, electronic air cleaners, exhaust fans, fire alarms, fire protection sprinkler systems, freezers, furnaces, garage door openers, garbage disposals, gas meters, gas or electric grills, heat exchangers, heat pumps, humidifiers, intercoms, oil tanks, outside lights or motion lights not attached to the Home, range hoods, ranges, refrigerators, sewage pumps, smoke detectors, solar collectors, space heaters, sump pumps, thermostats, trash compactors, washers, water pumps, water softeners, water heaters, whirlpool baths, and whole house fans. Please note that the Workmanship, Systems and Structural Standards include reference to some items covered by this paragraph but the inclusion of those items in the Workmanship, Systems and Structural Standards is not intended to limit this exclusion. **Any equipment failure covered by this paragraph is excluded from the Lennar Limited Warranty and covered only by a manufacturer's warranty, if any.**

7. Any condition which has not resulted in actual physical damage to your Home;

8. Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever, including without limitation, negligence on the part of any person:

- **a.** Negligence, defective material or work supplied by, or improper operation by, anyone including you or your family other than Lennar or its employees, agents or subcontractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
- **b.** Change of the grading of the ground that alters the original grade or flow of water at your Home, or does not comply with accepted grading practices;
- **c.** Riot or civil commotion, war, vandalism, hurricane, tornado or other windstorm, fire, explosion, blasting, smoke, water escape, tidal wave, flood, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, earthquake, volcanic eruption or Acts of God;
- **d.** Abuse of your Home, or any part thereof;
- **e.** Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing;
- **f.** Your failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable;

9. Any loss or damage caused by buried debris (unless such debris was buried by Lennar or its employees, agents or subcontractors), underground springs, sinkholes, mineshafts or other subsurface anomalies;

10. Any request for warranty performance submitted after an unreasonable delay from notice of the condition or, in any event, later than thirty (30) days after the expiration of the Warranty Term;

11. Conditions consistent with or caused by normal wear and tear, including normal wear and tear caused by weather and/or other environmental conditions;

12. Any condition caused by the homeowner's failure to properly maintain the home; or

13. Any and all exclusions set forth in the Workmanship, Systems and Structural Standards.

Limitations On Lennar Limited Warranty

Homeowner Obligations. You are obligated to care for your Home in such a way as to prevent or minimize damage to it and to properly maintain the Home. You should be aware that all homes go through a period of settlement and movement. During this period, your Home or components of your Home may experience some material shrinkage, cracking and other events which are normal and customary. Remember that you are responsible for proper maintenance of your Home including maintaining the original grades around your Home, planting trees and shrubs at a proper distance from your Home and conforming to generally accepted landscape practices for your region. Changing the drainage and grading patterns or trapping water near your Home as a result of homeowner changes in grades and landscaping may cause damage to your foundation.

Disclaimer of Implied Warranties. Except as prohibited by laws of the state in which the Home is located, all other warranties, express or implied, including but not limited to any implied warranty of habitability, are hereby expressly disclaimed and waived. The terms of the Lennar Limited Warranty shall not be added to or varied either orally or in writing, and you agree to immediately notify Lennar if you believe any employee or agent of Lennar has added to or varied, either orally or in writing, the terms of the Lennar Limited Warranty. Such notification shall not be deemed as a modification of the agreement regardless of whether Lennar responds to the notice either verbally or in writing. In the event that any provision of the Lennar Limited Warranty is determined to be unenforceable in your state, such determination shall not affect the validity of the remaining provisions of the Lennar Limited Warranty.

Cap on Lennar Limited Warranty. Lennar's total financial obligations under the Lennar Limited Warranty are limited to the original sales price of your Home. This cap is calculated based on the cumulative total of all repairs, replacements or payments made during the Lennar Limited Warranty. Our costs of designing, accomplishing and monitoring repair to your Home are included in this cumulate total.

Consequential Damages Not Covered. Lennar shall not be liable for, and you expressly waive recovery of, any consequential damages that may result from the condition of any component of the Home, including but limited to: any diminution in value of the Home before or after repairs are performed; lost profits; damages to personal property; any personal injury of any kind including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses; costs of food, moving and storage, relocation expenses, or rental value of the Home or any other costs due to loss of use, inconvenience or annoyance during repairs. Lennar will, however, reimburse you for reasonable costs of temporary hotel accommodations and a reasonable daily food allowance for such period of time that the repairs required by the claim are so extensive that you cannot reasonably reside in the Home during the repairs.

Other Coverage. Lennar shall not be responsible for, and the Lennar Limited Warranty shall not cover, any damages, costs or expenses that are covered by your homeowners' insurance or other insurance, government, or third party reimbursement programs. To the extent permitted by law, Buyer and Buyer's insurance carrier waive any right of subrogation that Buyer or its insurance carrier may have in relation to any claim that may be made under this Warranty.

Not an Insurance Policy. The Lennar Limited Warranty is **not an insurance policy** and Lennar does not provide you any insurance through the Lennar Limited Warranty or otherwise. You should always obtain homeowners' insurance to protect your Home, and your bank or other mortgage provider may require homeowners' insurance if you have a mortgage.

Discretion to Repair, Replace or Make Payment. Lennar reserves the option, at its sole discretion, to repair, replace or pay you the reasonable cost of repair or replacement for any claim made under this Lennar Limited Warranty. The design method and manner of any repair shall also be at Lennar's sole discretion.

Warranty Term Not Extended. The warranty term of the Lennar Limited Warranty shall not be extended by any repair, replacement or payment made under the Lennar Limited Warranty. There shall be no warranty, express or implied, arising from repair or replacement work performed by or on behalf of Lennar except for the remaining original Warranty Term.

Limitations on Structural Repairs. Structural repairs are limited to only those (i) repairs of damage to load-bearing portions of your Home that are necessary to restore their load-bearing function; (ii) repair of those non-load bearing portions damaged by the condition that gives rise to the claim and whose repair is necessary to make your Home safe, sanitary or otherwise livable; and (iii) repair and cosmetic correction of only those surfaces, finishes and coverings, original to the Home, that were damaged by the condition giving rise to the claim or by the repair of the condition giving rise to the claim.

1-Year Single Family Home Warranty

Limitations on Post-Repair Condition of Home. Repairs undertaken under the Lennar Limited Warranty are intended to restore the Home to approximately the same condition as existed prior to the claim, but not necessarily to like-new condition.

Previously Known Conditions. The Lennar Limited Warranty covers only those conditions which first occur during the term of the Lennar Limited Warranty. In addition, any conditions you knew about prior to the Effective Date of Lennar Limited Warranty such as items identified in the "walk-through," "punch-list," or in the case of a previously owned home, conditions that were identified on a home inspection report or were apparent through any reasonable inspection are not covered by the Lennar Limited Warranty.

1-Year Single Family Home Warranty

State Specific Limitations/Clarifications

Certain states have special laws that impact new home warranties. If your Home is located in one of the states listed below, the information set forth for your state modifies or adds to the terms of this Warranty. If your Home is not located in one of the following states, the following language is inapplicable to you and your Lennar Limited Warranty. To the extent any applicable state statute invalidates any specific provision of this Warranty, the remaining provisions of the Warranty shall remain in full force and effect.

Georgia

Lennar and Homeowner expressly agree that the arbitration provisions set forth in this Lennar Limited Warranty establish the exclusive means to resolve all disputes that may arise between you and Lennar (unless a statute expressly provides otherwise).

Maryland (Non-Montgomery County)

The Lennar Limited Warranty is intended to meet or exceed the terms and rights available under Maryland Code section 10-601, and Lennar warrants that for a period of two years, your Home will be free of any defect in the electrical, plumbing, heating, cooling, and ventilating systems. Notwithstanding provisions to the contrary in the Lennar Limited Warranty, Lennar warrants appliances, fixtures, and items of equipment that we install, but the warranty period is limited to the length and scope of the manufacturer's warranty on the item.

Maryland (Montgomery County, only)

The Lennar Limited Warranty is intended to meet or exceed the terms and rights required by the Montgomery County Code. The Lennar Limited Warranty will provide the greater of the coverage of the Lennar Warranty Workmanship, Systems and Structural Standards or the Montgomery County Code, whenever they are in conflict.

Additionally, this Lennar Limited Warranty is intended to meet or exceed the terms and rights set forth in the Montgomery County Code related to consequential damages arising as a result of construction defects. The Lennar Limited Warranty will cover the greater of the damages provided in the Lennar Limited Warranty or the requirements of the Montgomery County Code, whenever there is a conflict between them.

You may obtain a copy of the applicable county warranty requirements from Montgomery County, directly.

Minnesota

The Lennar Limited Warranty is intended to meet or exceed the statutory warranties contained in Chapter 327A of Minnesota Statutes. Where the statutory coverage provides greater coverage than the Lennar Warranty Workmanship, Systems and Structural Standard, the statutory coverage shall apply.

The Minnesota Common Interest Ownership Act (Chapter 515B of Minnesota Statutes, also known as "MCIOA") governs communities containing attached homes and communities containing detached homes with exterior maintenance provided by a homeowners' association. With respect to homes that are subject to MCIOA, the Lennar Limited Warranty is intended to meet or exceed the statutory warranties contained in Sections 4-112 through 4-115 of MCIOA. Where the statutory coverage provides greater coverage than the Lennar Warranty Workmanship, Systems and Structural Standard, the statutory coverage shall apply.

To preserve your rights under the Lennar Limited Warranty in Minnesota, you must notify us in writing of your claim no later than six months after the applicable warranty time periods expire.

1-Year Single Family Home Warranty

South Carolina

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15048-10, ET. SEQ. CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

Texas

The Lennar Limited Warranty is intended to meet or exceed the terms and rights available under section 430.001 et seq. of the Property Code and regulations on performance standards found in Title 10, Chapter 304 of the Texas Administrative Code. The Lennar Limited Warranty will provide the greater of the coverage of the Lennar Warranty Workmanship, Systems and Structural Standards or the Texas warranties and building and performance standards whenever there is a conflict between them.

1-Year Single Family Home Warranty

Lennar Workmanship, Systems and Structural Standards

The following Workmanship, Systems and Structural Standards have been developed and accepted by the residential construction industry in general. The following Standards are expressed in terms of required standards under the Lennar Limited Warranty. Lennar shall correct any condition that does not comply with these standards that occur within the Warranty Term. Lennar will attempt to match and replace with Homeowner's original choice of colors and materials, except where Homeowner custom-ordered the items. Lennar is not responsible for discontinued items, changes in dye lots, colors or patterns, or items ordered outside of the original construction and does not guarantee an exact match to any paint color or other finish.

Structural components covered by the Structural Standards set forth on the following pages shall only include:

1. Foundations systems and footings
2. Beams
3. Girders
4. Lintels
5. Columns
6. Roof sheathing (only if your Home has original FHA/VA financing still in effect)
7. Load bearing walls and partitions
8. Roof framing systems
9. Floor systems
10. For the State of Colorado, basement slabs for the first four years of the structural warranty period, but only if your Home has original FHA/VA-insured financing.

The following components are NOT covered under the Structural Standards set forth on the following pages:

1. Non-load bearing partitions and walls
2. Wall tile or paper
3. Plaster, laths or drywall
4. Flooring and sub-floor material
5. Brick, stucco, stone, siding or veneer
6. Any other type of exterior cladding
7. Roof shingles, roof tiles, sheathing, and tar paper
8. Heating, cooling, ventilating, plumbing, electrical and mechanical systems
9. Appliances, fixtures or items of equipment
10. Doors, trim, cabinets, hardware, insulation, paint, stains
11. Basement and other interior floating, ground-supported concrete slabs
12. Any item covered under the workmanship and systems standards

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
SITE WORK	
Grading	Performance Standard: Settling around foundation walls, utility trenches or other filled areas that exceeds a maximum of six-inches from finished grade established by Builder is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Homeowner is responsible for removal and replacement of shrubs and other landscaping affected by placement of the fill. Exclusion: Homeowner is responsible for establishing and maintaining adequate ground cover. Landscape altered by the Homeowner voids the Warranty on settlement/grading.
Improper surface drainage	Performance Standard: Deficiency is limited to grades within 10 feet and swales within 20 feet of Home. Standing or ponding water that remains in these areas for a period longer than 24 hours after a normal rain is considered a deficiency. In swales that drain from adjoining properties or where a sump pump discharges, water is not to remain in these areas for a period longer than 48 hours after a normal rain. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not considered a deficiency. No grading determination is to be made while there is frost or snow or when the ground is saturated. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Builder is only responsible for initially establishing the proper grades, swales and drainage away from the Home. The Homeowner is responsible for maintaining such grades and swales once constructed by the Builder. Builder is not responsible for drainage deficiencies attributable to grading requirements imposed by state, county or local governing agencies. Exclusion: Standing or ponding water outside of defined swales and beyond 10 feet from the foundation of the Home or that is within 10 feet but is caused by unusual grade conditions, or retention of treed areas, is not considered a deficiency. Standing or ponding water caused by changes in the grade or placement of sod, fencing, or any other obstructions by Homeowner is excluded from coverage. If the Homeowner adds a pool, patio or decks, Builder will no longer be responsible for any warranty claim for improper surface drainage.
Flowing or trickling water appears in interior crawl space surfaces	Performance Standard: A crawl space that is not graded and drained properly to prevent surface run-off from accumulating deeper than 2 inches in areas 36 inches or larger in diameter is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies caused by the 1) Homeowner improperly modifying the existing grade or allowing water from an irrigation system to cause water to accumulate excessively under the foundation; 2) Homeowner allowing landscape plantings to interfere with proper drainage away from the foundation; or 3) Homeowner using the crawl space for storage of any kind are excluded from the Warranty.
Soil erosion	No coverage.
LANDSCAPE	No coverage due to regional variances in temperature and terrain. Warranty coverage may be available from a third-party landscape contractor, if applicable.
Landscape damage from warranty repairs	Performance Standard: Landscape areas that are disturbed during repair work are deficiencies. Responsibility: Restore grades, seed and landscape to meet original condition as reasonably possible. Builder is not responsible for grassed or landscaped areas which are damaged by others, including any work performed by public or private utility companies. Exclusion: Replacement of trees and large bushes that existed at the time the Home was constructed or those added by the Homeowner after occupancy or those that subsequently die are excluded from coverage.
IRRIGATION	No coverage.
FENCING	No coverage.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
CONCRETE	
Basement or foundation wall cracks, other than expansion or control joints	Performance Standard: Cracks that allow water to enter through the basement or crawl space wall or seeping through the basement floor are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies caused by the 1) Homeowner improperly modifying the existing grade or allowing water from an irrigation system to cause water to accumulate excessively under the foundation; 2) Homeowner allowing landscape plantings to interfere with proper drainage away from the foundation; or 3) Homeowner using the crawl space for storage of any kind are excluded from the Warranty.
Expansion/control joint separation	No coverage. Concrete slabs are designed to move at control joints, and such movement does not require corrective action.
Cracking of attached garage floor slab	Performance Standard: Cracks in attached garage floor slabs that exceed 1/4-inch in width or 1/4-inch in vertical offset are a deficiency. Responsibility: Builder will take corrective action necessary to comply with the Standard. Exclusion: Matching of concrete color or texture is not covered by the Warranty.
Cracking of detached garage floor slab	No coverage.
Garage concrete floor has settled, heaved, or separated	Performance Standard: A garage floor that settles, heaves, or separates in excess of 1 inch from the foundation of the Home is a deficiency. Responsibility: Builder will take corrective action necessary to comply with the Standard.
Cracks in attached patio slab and sidewalks	No coverage. Driveways, sidewalks, stoops, patios, etc., are exposed to the elements year round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion and contraction.
Cracks in exterior concrete	No coverage. Driveways, sidewalks, stoops, patios, etc., are exposed to the elements year round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion and contraction.
Cracks in concrete on-grade floors, with finish flooring	Performance Standard: Cracks that rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies. Responsibility: Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair may include filling, grinding or use of a floor-leveling compound. Exclusion: Concrete slab-on-grade floors cannot be expected to be crack-free. Most cracking is minor and is the result of large areas of concrete shrinking as the concrete cures. These cracks do not affect the structural integrity of the Home. Since slab-on-grade floors are quite large, shrinkage cracks can be expected to occur randomly.
Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living	No coverage.
Cracks in visible face of foundation	No coverage.
Uneven concrete floor slabs	Performance Standard: Concrete floors in rooms finished for habitability by Builder that have pits, depressions or area of unevenness exceeding 3/8-inch in 4 feet are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Where applicable, surface patching is an accepted method of repair. Reinstall or replace any finish flooring material as necessary. Exclusion: Basement floors or where a floor or a portion of a floor has been designed for specific drainage purposes are excluded from the Standard.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Interior concrete work is pitting, scaling or spalling	Performance Standard: Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the Builder's control. Color variations are not covered by the Warranty.
Efflorescence is present on surface of basement floor	No coverage.
Separation of brick or masonry edging from concrete slab or step	Performance Standard: It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks in excess of 1/4-inch are a deficiency. Responsibility: Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as closely as possible but Builder cannot guarantee an exact match.
Cracking, settling or heaving of stoops and steps	Performance Standard: Stoops and steps that have settled, heaved or separated in excess of 1 inch from Home are a deficiency. Responsibility: Builder shall take corrective action necessary to meet the Standard.
Water remains on stoops or steps after rain has stopped	Performance Standard: Water shall drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain. Responsibility: Builder shall take corrective action necessary to meet the Standard.
Concrete stair general standards	Performance Standard: Concrete stair steepness and dimensions, such as tread width, riser height, landing size and stairway width that do not comply with the Building Code are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Concrete stair handrail standards	Performance Standard: Handrails that do not remain securely attached to concrete stairs are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Handrails that do not remain securely attached because of ordinary wear and tear including but not limited to children sliding down the rail or otherwise playing on the rails is excluded.
Separation or movement of concrete slabs within the structure at construction and control joints	No coverage. Concrete slabs within the structure are designed to move at construction and control joints and are not deficiencies. The Homeowner is responsible for maintenance of joint material. Expansion joints are intentionally placed in some concrete surfaces to allow sections of concrete to expand and contract with changes in temperature, and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often have inserted plastic barriers or have been grooved/notched during concrete placement and will have a tendency to move or crack in the joint area.
Concrete block or poured concrete basement wall is bowed or out of plumb	Performance Standard: Basement walls that bow or are out of plumb greater than 1.5 inches per 8 feet when measured vertically on the wall are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exposed concrete wall has holes in it	Performance Standard: Holes in walls that are larger than 1 inch in diameter or 1 inch in depth are considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Concrete has protruding objects	Performance Standard: Concrete slabs that have protruding objects, such as a nail, rebar or wire mesh are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Asphalt driveways	No coverage.
Masonry (brick) driveway settlement/shifting	No coverage.
Masonry driveway color variation	No coverage.
Cracks/chips in masonry driveway	Performance Standard: Cracks or chips in a masonry driveway caused by construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Negative slope driveway	Performance Standard: A driveway that has a negative slope is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Driveways with negative slope due to site conditions where the lot is below the road are not a deficiency.
Pop-outs in exterior concrete	No coverage.
Surface scaling in exterior concrete	No coverage.
Water ponding on exterior concrete surfaces	No coverage.
Common area sidewalks	No coverage.
Exterior concrete paver surfaces	No coverage.
Exterior concrete finish	No coverage.
Protruding object in exterior concrete	Performance Standard: Exterior concrete that has protruding objects, such as a nail, rebar or wire mesh is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Concrete corners and edges	Performance Standard: Concrete corners and edges that are excessively damaged during construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

MASONRY	
Cracks in masonry, brick or stone veneer	Performance Standard: Small hairline cracks resulting from shrinkage are common in mortar joints of masonry construction. Cracks greater than 1/4-inch in width are deficiencies. Responsibility: Builder will repair cracks greater than 1/4-inch by tuck pointing and patching. Repairs should be made near the end of the Warranty Term to allow Home to stabilize and normal settlement to occur. Exclusion: Builder is not responsible for color variations between existing and new mortar.
Masonry wall bowed	Performance Standard: A masonry wall that bows in an amount equal to or in excess of 1 inch in 10 feet when measured vertically is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: This Standard does not apply to natural stone products.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Masonry broken, loose or deteriorated	Performance Standard: A masonry unit or mortar that is broken, loose or deteriorated is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Stained or dirty masonry	Performance Standard: Masonry that has dirt, stain or debris on the surface due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Gaps in masonry walls	Performance Standard: A gap between masonry and adjacent material equaling or exceeding 1/4-inch in average width that is not caulked is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Mortar obstructions	Performance Standard: Mortar that obstructs a functional opening, such as a vent, weep hole or plumbing cleanout is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies caused by the Homeowner putting any material into weep holes are excluded. Weep holes are an integral part of the wall drainage system and must remain unobstructed.
Mortar stain on exterior brick or stone	Performance Standard: Exterior brick and stone shall be free of mortar stains detracting from the appearance of the finished wall when viewed from 20 feet at closing. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Efflorescence is present on masonry or mortar surface	No coverage.
Cracking or spalling of stucco and cement plaster	Performance Standard: Hairline cracks in stucco or cement plaster are common especially if applied directly to masonry back-up. Cracks greater than 1/8-inch in width or spalling of the finish surfaces are deficiencies. Responsibility: Scrape out cracks and spalled areas. Fill with cement plaster or stucco to match finish and color as close as possible. Exclusion: The Builder will try to match the original stucco texture and color as closely as possible, but a perfect match is not covered by the Warranty. The Builder shall not be responsible for repairing cracks in stucco caused by the Homeowner's actions, including the attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings and hose racks.
Separation at stucco joints	Performance Standard: A separation between a stucco surface and adjacent material that equals or exceeds 1/4-inch in width that is not caulked is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Separation of coating from base on exterior stucco wall	Performance Standard: Texture may become separated from the base stucco layer. Missing stucco texture greater than 1/8-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder is not responsible for failure to match color or texture, due to the nature of the material. Exclusion: Texture loss beneath the horizontal weep or drainage screed is normal and is not covered by the Warranty.
Exposed lath	Performance Standard: Lath that is exposed is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Texture mismatch	Performance Standard: Deviations, bumps or voids measuring over 1/4-inch per 4 feet, which are not part of the intended texture are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exemptions: Texture is applied by hand, which varies with the technique of the installer. Where tall walls exist, it is necessary to install in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. Inherent inconsistency is to be expected as with all hand-applied troweled finishes. During repair, the Builder will try to match the original texture as closely as possible, but a perfect match is not covered by the Warranty.
Stucco color mismatch	No coverage. Stucco/Cementitious finish is a colored cement product and is affected by the underlying surface, application technique, temperature, humidity and curing. The Builder will try to match stucco/ cementitious finish color as closely as possible, but a perfect match is not covered by the Warranty.
Surface staining	No coverage. The surface of exterior walls may become stained from rainwater or water splashing up from the ground. Since the surface is a porous material, this condition cannot be eliminated and is not covered by the Warranty.
Stucco/cementitious finish appears wet	No coverage. The surface is a porous cement product and designed to become saturated with moisture. It will, therefore, appear wet long after rain has stopped. This is a normal condition and is not covered by the Warranty.
Stucco finish imperfections	Performance Standard: Stucco surfaces that have imperfections that are visible from a distance of 10 feet under normal lighting conditions and that disrupt the overall uniformity of the finished pattern are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Stucco deteriorates excessively	Performance Standard: Stucco that deteriorates excessively is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deterioration caused by Homeowner allowing water from irrigation system to contact stucco excessively is not covered.
Stucco bowed, uneven or wavy	Performance Standard: Stucco walls that bow in excess of 1.5 inches in 10 feet measured vertically is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Stucco screed	Performance Standard: A stucco screed that does not have a minimum clearance of at least 4 inches above the soil or landscape surface and at least 2 inches above any paved surface is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies due to Homeowner-altered landscape are not covered.
Stucco obstructs opening	Performance Standard: Stucco that obstructs a functional opening, such as a vent, weep hole or plumbing cleanout is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Course of masonry or veneer not straight	No coverage.
Exterior cut bricks are of different thickness below openings	No coverage.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
CARPENTRY/FRAMING	
Floors squeak, due to improper installation or loose subfloors	Performance Standard: Loud and objectionable squeaks caused by improper installation or loose subfloor are deficiencies, but a totally squeak-proof floor cannot be guaranteed. Responsibility: Builder will refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes. Floor squeaks may occur when a subfloor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. Squeaks may also occur when one joint is deflected while the other members remain stationary. Because the Standard requires the Builder to make a reasonable attempt to eliminate squeaks without requiring removal of all floor and ceiling finishes, nailing loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.
Squeaking stair riser or tread	Performance Standard: Loud squeaks caused by a loose stair riser or tread are deficiencies, but totally squeak-proof stair risers or treads cannot be guaranteed. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Gaps exist between interior stair railing parts	Performance Standard: Gaps between interior stair railing parts that exceed 1/8-inch in width are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Interior stair railing lacks rigidity	Performance Standard: Interior stair railings that are not attached to structural members in accordance with applicable codes are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Interior stair tread deflects too much	Performance Standard: An interior stair tread that deflects in excess of 1/8-inch at 200 pounds force is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Gaps exist between interior stair risers, treads, and/or skirts	Performance Standard: Gaps between adjoining parts that are designed to meet flush that exceed 1/8-inch in width are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Uneven wood framed floors	Performance Standard: Sub-flooring that has excessive humps, ridges, depressions or slopes within any room that equals or exceeds 3/8- inch in any 32-inch direction is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood floor is out of square	No coverage.
Wood floor is out of level	Performance Standard: If any point on the surface of a wood floor is more than 1/2-inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions, it is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Excessive deflection observed in floor or roof constructed of wood I-joists	Performance Standard: If All beams, joists, rafters, headers, and other structural members constructed of wood I-joists that are not sized, and fasteners spaced, according to manufacturer's specifications for size, length, and spacing are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Bowed stud walls or ceilings	Performance Standard: All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Walls or ceilings that are bowed more than 1/2-inch within a 32 inch horizontal measurement; or 1/2-inch with any 8-foot vertical measurement are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood frame walls out of plumb	Performance Standard: Wood frame walls that are more than 3/8-inch out of plumb for any 32 inch vertical measurement are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood, concrete, masonry or steel columns are bowed or out of plumb	Performance Standard: Wood columns that are bowed in excess of 1/2-inch in 8 feet or out of plumb in excess of 1/8-inch in any 12 inches or 3/4-inch in 8 feet when measured from base to top of column are a deficiency. Concrete columns installed with a bow in excess of 1 inch in 8 feet are a deficiency. Concrete columns installed out of plumb in excess of 1/4-inch in 12 inches when measured from the base to the top of the column, not to exceed 1.5 inches in 8 feet are a deficiency. Exposed concrete columns bowed or out of plumb in excess of 1 inch in 8 feet are a deficiency. Masonry columns installed out of plumb in excess of 1/4-inch in 12 inches when measured from the base to the top of the column not to exceed 1.5 inches in 8 feet are a deficiency. Masonry columns bowed or out of plumb more than 1 inch in 8 feet are a deficiency. Steel columns out of plumb in excess of 1/8-inch in 12 inches when measured from the base to the top of the column are a deficiency. Steel columns bowed or out of plumb in excess of 3/8-inch in 8 feet when measured vertically are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exterior moisture barrier on wall	Performance Standard: An exterior moisture barrier that allows an accumulation of moisture inside the barrier is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Penetrations made by the Homeowner through the exterior moisture barrier that permit the introduction of moisture inside the barrier are excluded.
Springiness, bounce, shaking, or visible sag is observed in floor or roof	Performance Standard: All beams, joists, rafters, headers and other structural members shall be sized and fasteners spaced according to the National Forest Products Association span tables or local building codes. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood beam or post is split	Performance Standard: Beams or post, especially those 2.5 inches or greater in thickness, will sometimes split as they dry subsequent to construction. Unfilled splits exceeding 1/4-inch in width and all splits exceeding 3/8-inch in width are deficiencies. Responsibility: Builder shall repair or replace as required. Filling splits is acceptable for widths up to 3/8-inch. Exclusion: Some characteristics of drying wood are beyond the control of the Builder and cannot be prevented.
Wood beam or post is twisted, bowed or cupped	Performance Standard: A non-structural post or beam having a warp or twist equal or exceeding 1 inch in 8 feet of length is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Split or warped rafters or trusses	No coverage. Some splitting or warping is normal and is caused by high temperature effects on lumber.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Exterior sheathing and subflooring which delaminates or swells	Performance Standard: Sheathing and subflooring delaminating or swelling on the side that the finish material has been applied is a deficiency. Responsibility: Builder shall repair or replace subflooring or sheathing as required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as closely as possible.
Wood frame walls out of square	Performance Standard: The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor that is not 20 feet plus or minus 1/2-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
INTERIOR TRIM	
Shelving	Performance Standard: The length of a closet rod shall not be shorter than the actual distance between the end supports in an amount equal to or exceeding 1/4-inch and shall be supported by stud-mounted brackets no more than 4 feet apart. The length of a shelf shall not be shorter than the actual distance between the supporting walls by an amount equal to or exceeding 1/4-inch and shall be supported by stud-mounted brackets no more than 4 feet apart. End supports shall be securely mounted. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Unsatisfactory quality of finished interior trim and workmanship	Performance Standard: Joints between moldings and adjacent surfaces that exceed 1/8-inch in width are deficiencies. Responsibility: Repair defective joints and touch up finish coating where required to match as closely as possible. Caulking is acceptable. Exclusion: Some separation due to lumber shrinkage is normal and should be expected. Separation of trim and moldings can be caused by lack of control of indoor relative humidity by Homeowner and is not covered.
Inside corner is not coped or mitered	Performance Standard: Trim edges at inside corners that are not coped or mitered are a deficiency. However, square edge trim may be butted. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Trim or molding miter edges do not meet	Performance Standard: Gaps between miter edges in trim and molding that exceed 1/4-inch at installation are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Interior trim is split	No coverage. Splits, cracks and checking are inherent characteristics of all wood products and are not considered deficiencies.
Hammer marks visible on interior trim	Performance Standard: Hammer marks on interior trim that are readily visible from a distance of 6 feet under normal lighting conditions are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exemption: Refinished or replaced areas may not match surrounding areas exactly.
Exposed nail heads in woodwork	Performance Standard: After painting or finishing, nails and nails holes that are readily visible from a distance of 6 feet under normal lighting conditions are a deficiency. Responsibility: Fill nail holes where required and, if necessary, touch up paint, stain or varnish to match as closely as possible. Builder's responsibility is limited to deficiencies noted prior to closing. Exemption: Nail holes do not have to be filled where the surface finish is not conducive or so designed to have nail holes filled because of the product. Nail holes in base and trim in unfinished rooms or closets do not have to be filled.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
THERMAL AND MOISTURE PROTECTION	
Leaks in basement or in foundation/crawl space	Performance Standard: Leaks resulting in actual trickling of water through the walls or seeping through the floor are deficiencies. Responsibility: Take such corrective action as is necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of Homeowner negligence. Where a sump pit has been installed by Builder in the affected areas but the sump pump was not contracted for or installed by Builder, no action is required until a properly sized pump is installed by the Homeowner in an attempt to correct the condition. Should the condition continue to exist, then Builder shall take necessary action to correct the problem. Exemption: Leaks caused by landscaping improperly installed by the Homeowner or failure by the Homeowner to maintain proper grades are excluded from Warranty Coverage. Dampness in basement and foundation walls or in concrete basement and crawl space floors is often common to new construction and is not a deficiency.
Insufficient insulation	Performance Standard: Insulation that is not installed around all habitable areas in accordance with established local industry standards is a deficiency. Responsibility: Builder shall install insulation of sufficient thickness and characteristics to meet the local industry standards. In the case of dispute, cost for investigating the sufficiency of insulation and restoring areas to prior condition is to be borne by Homeowner if it is found that the standard has been met by Builder. Builder's responsibility is limited to deficiencies noted prior to closing.
Sound transmission between rooms, floor levels, or from the street into Home	No coverage.
Inadequate ventilation or moisture in crawl spaces	Performance Standard: Crawl spaces shall have adequate ventilation to remove moisture or other approved method of moisture control. Ventilation or other moisture control methods shall be considered a deficiency if there is damage to supporting members or insulation due to moisture accumulation. Responsibility: Builder shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation or properly sized louvers, vents, vapor barrier or other locally approved method of moisture control. Exclusion: Temporary conditions may cause condensation in crawl spaces that cannot be eliminated by ventilation and/or vapor barrier. Night air may cool foundation walls and provide a cool surface on which moisture may condense. In homes that are left unheated in the winter, the underside of floors may provide a cold surface on which warmer crawl space air may condense. These and other similar conditions are beyond the Builder's control. Maintaining adequate heat and seasonable adjustment of vents is the responsibility of the Homeowner.
Inadequate ventilation or moisture control in attics or roofs	Performance Standard: Attics or roofs shall have adequate ventilation to remove moisture, or other approved method of moisture control. Ventilation or other moisture control methods shall be considered a deficiency if there is damage to supporting members or insulation due to moisture accumulation. Responsibility: Builder shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation of properly sized louvers, vents, vapor retarder or other locally approved method of moisture control. Exclusion: The Homeowner is responsible for keeping existing vents unobstructed. Locally approved and properly constructed "hot roof" or other alternative roof designs may not require ventilation, and where there is no evidence of moisture damage to supporting members or insulation, there are no deficiencies.
Attic vents or louvers leak	Performance Standard: Attic vents and louvers that leak are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Infiltration of wind driven rain and snow are not considered leaks and are beyond the control of the Builder.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Bath or kitchen exhaust fans improperly vented into attic	Performance Standard: Bath or kitchen exhaust fans that are vented into attics causing moisture to accumulate resulting in damage to supporting members or insulation are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Kitchen or bath fans allow cold air infiltration	No coverage. This is a normal condition beyond the Builder's control.
Water or air leaks in exterior walls due to inadequate caulking	Performance Standard: Joints and cracks in exterior wall surfaces and around openings that are not properly caulked to exclude the entry of water or excessive drafts are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner must maintain caulking once the condition is corrected.
SIDING	
Delamination, splitting or deterioration of exterior siding	Performance Standard: Any hardwood or composite siding that has delaminated (separated into layers) is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The effects of improper Homeowner maintenance, negligent damage caused by objects striking the siding and weathering are not covered by the Warranty.
Loose or fallen siding	Performance Standard: All siding that is not installed properly, which causes same to come loose or fall off is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Loose or fallen siding due to Homeowners actions or neglect, such as leaning heavy objects against siding, impact, or sprinkler systems repeatedly wetting siding is not a deficiency.
Siding is bowed	Performance Standard: Bows exceeding 1/2-inch in 32 inches are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. If replacement of siding is required, Builder will match the original material as closely as possible. Homeowner should be aware that the new finish may not exactly match the original surface texture or color. Exclusion: Bowed siding due to Homeowner's actions or such as bowing caused by sprinkler system repeatedly wetting siding is not a deficiency. Impact, or sprinkler systems repeatedly wetting siding is not a deficiency.
Siding is cupped	Performance Standard: Siding cupped in an amount equal to or exceeding 1/2-inch in a 6-foot run is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Stained siding from nails	Performance Standard: Nail stains exceeding 1/2-inch in length and visible from a distance of 20 feet are deficiencies. Responsibility: Builder shall correct by either removing stains, painting or staining the affected area one-time only during the Warranty Term. Builder shall match color and finish as closely as possible. Where paint or stain touch up affects the majority of the wall surface, the whole area shall be refinished. Exclusion: "Natural weathering" or semi-transparent stains are excluded from coverage.

1-Year Single Family Home Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Siding joints separated	Performance Standard: Joint separations in siding exceeding 3/16-inch are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Filling with sealant is an acceptable repair.
Gaps between siding and trim	Performance Standard: Gaps between siding and moldings at trim pieces, miter joints or openings that exceed 1/4-inch are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Caulking and repainting is an acceptable repair.
Siding nails expose interior fiber	Performance Standard: Siding nails that are countersunk to expose the interior fibers of hardboard or cementitious composite siding are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Caulking and repainting is an acceptable repair.
Splits or knotholes in siding or trim	Performance Standard: Knotholes that expose the underlying sheathing or building paper, or splits in exterior siding or trim wider than 1/8- inch are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Siding color or texture mismatch	Performance Standard: The Builder will try to match the texture and color of the existing siding as closely as possible for any repair or replacement of siding, but a perfect match is not guaranteed by the Warranty.
Siding finish faded	Performance Standard: Any colored siding will fade when exposed to the sun. This is a normal condition. If a particular piece of siding that becomes excessively faded in contrast to similarly exposed siding, it is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Siding/trim wood rot	Performance Standard: Some warping, cupping, splitting or rotting of wood can be expected. Excess warping, cupping, splitting or rotting of wooden members is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
"Bleeding" through siding paint	Performance Standard: Resins and extractives "bleeding" through the paint are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The Warranty will not apply if stains or clear wood protectants are used, since they do not cover up the natural extractives of wood. Effects of improper Homeowner maintenance, negligence, physical damage or weathering are not covered by the Warranty.
Unsatisfactory quality of finished exterior trim and workmanship	Performance Standard: Joints between exterior trim elements and siding which are in excess of 1/4-inch are deficiencies. In all cases, the siding shall be capable of performing its function to exclude the elements. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Caulk open joints between dissimilar materials.

1-Year Single Family Home Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Loose exterior trim	Performance Standard: Trim that has separated from the Home by more than 1/4-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Warranty does not cover trim separation caused by acts of God or unusually high winds that exceed the manufacturer's wind limits.
Protruding nails in exterior trim	Performance Standard: Trim with nails that completely protrude through the finished surface of the trim is a deficiency but nail heads may be visible on some products. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Some products specify that the nails be flush with the trim surface. When these products are used, visible nail heads are not considered protruding nails as long as they are painted over.
Nail stains in exterior trim	Performance Standard: Nail stains exceeding 1/2-inch in length and visible from a distance of 20 feet are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Exterior trim board cupped	Performance Standard: Exterior trim and eave block that cups in an amount equal to or in excess of a 1/4-inch in a 6-foot run is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exterior trim board twisted	Performance Standard: Bows and twists in trim board exceeding 3/4-inch per 8 feet are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exterior trim is split	Performance Standard: Exterior trim and eave block with cracks or splits equal to or in excess of 1/8-inch in average width are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Siding is not installed on a straight line	Performance Standard: Any piece of lap siding more than 1/2-inch off parallel in 20 feet with contiguous courses is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Siding is buckled	Performance Standard: Siding that projects more than 3/16-inch from the face of adjacent siding is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Siding is wavy	Performance Standard: Some waviness in lap siding is to be expected because of bows in studs. Thermal expansion waves or distortions in aluminum or vinyl lap siding, sometimes called oil canning, are considered deficiencies if they exceed 1/2-inch in 32 inches. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Aluminum or vinyl lap siding trim is loose from Home	Performance Standard: Trim that is separated more than 1/4-inch from the Home is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

1-Year Single Family Home Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Aluminum or vinyl lap siding courses are not parallel with eaves or wall openings	Performance Standard: Any piece of aluminum or vinyl lap siding more than 1/2-inch off parallel in 20 feet with contiguous courses, or contiguous break such as a soffit line, is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Aluminum or vinyl lap siding nail shows under window, door, or eave	Performance Standard: Facing nails that do not match the color of the trim they affix are deficiencies. Nail heads in the field of the siding that are exposed are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Aluminum or vinyl lap siding trim accessory is loose from caulking at windows or other wall openings	No coverage.
Aluminum or vinyl lap siding is not cut tight to moldings	Performance Standard: Gaps between siding and moldings that exceed 1/4-inch are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The consumer and contractor may agree to disregard standard to match conditions on structure.
Aluminum or vinyl lap siding is cut crooked	Performance Standard: Visible cuts in siding shall be straight, plumb, and neat. Crooked cuts greater than 1/8-inch from true are a deficiency. Responsibility: Gaps shall comply with the manufacturer's guidelines unless the existing building is out of square or out of plumb. Cut edges of vinyl siding should always be covered by trim or receiving channels and should not be visible. Cuts should be made so that when properly installed in trim, edges are not visible.
ROOF	
Water trapped under roofing membrane	Performance Standard: Any blister larger than 12 inches is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Roof or flashing leaks	Performance Standard: Roof and flashing leaks that occur under normal weather conditions are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Leaks caused by debris or ice accumulation are considered part of routine Homeowner maintenance and are not covered by the Warranty.
Roof shingles have blown off	Performance Standard: Shingles shall not blow off in wind less than the manufacturer's standards or specifications. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Shingles that blow off in winds less than the manufacturer's specifications due to a manufacturing defect are the manufacturer's responsibility. Shingles that blow off in hurricanes, tornadoes, hailstorms, or winds including gusts greater than 60 miles per hour, are not deficiencies. Homeowner should consult the manufacturer's warranty for specs, standards and warranty responsibility in higher wind speeds.
Lifted, torn, curled or otherwise defective shingles	No coverage. Manufacturing defects in shingles are not covered under the Warranty. The Homeowner should consult the manufacturer's warranty for specs, standards, and manufacturer's warranty responsibility.

1-Year Single Family Home Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Mildew, algae and moss on roofs	No coverage. The growth of mildew, algae and moss on roof surfaces is caused by the accumulation of dust and considered the responsibility of the Homeowner to conduct proper routine maintenance. The growth of mildew, algae and moss on roof surfaces is not covered under the Warranty.
Roof tile efflorescence	No coverage. Efflorescence is a temporary surface condition that causes a white chalky substance to form on concrete products. It is not uncommon for efflorescence to form on roof tiles, as it is a common condition for all concrete products. Efflorescence will eventually wash away with rain and, therefore, is not covered under the Warranty.
Roofing shingles or tiles not aligned	No coverage. Shingles and tiles are installed to withstand a maximum exposure to the weather as recommended by the manufacturer. Often, tiles and shingles must be adjusted to compensate for differing roof conditions. This is not considered a defect.
Shading or shadowing pattern	No coverage. Shading or shadowing on roofing materials is caused by the differences in product color installed in a specific area. The Builder will try to minimize shading deviations by mixing the tiles and shingles during installation, but uniform shading or shadowing is not covered by the Warranty.
Roof tile color variations	No coverage. Color fading, color changes, variations of the color hue or physical deterioration of the color from outside conditions of roof tiles should be expected. Because shade variations are normal and expected from weather, oxidation or air pollutants, color variations in roof tiles are not covered by the Warranty.
New roofing products do not match existing	No coverage. The color and texture of new roofing components used to repair existing roofing components may not match due to weather or manufacturing variations. For any repair or replacement of roofing components, the Builder will try to match the texture and color of existing roofing components as closely as possible, but a perfect color match is not covered by the Warranty.
Interior water damage from ice-damming	Performance Standard: Ice-damming causing leaks into living areas because of incorrectly installed insulation is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: No action is required if the condition is caused by swings of freezing and thawing in the weather.
Loose or cracked tiles or shingles	Performance Standard: A roof tile that is cracked or broken is a deficiency. A shingle that is broken so that it detracts from the overall appearance of the Home is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies caused by Homeowner conduct.
Standing water on built-up roofs	Performance Standard: Water that does not drain from a flat or low pitched roof within 24 hours of a normal rainfall is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Minor ponding or standing of water is not considered a deficiency. Minor ponding shall not exceed 3/8-inch.
Miscellaneous roof water infiltration	Performance Standard: Exterior moisture barrier of the roof that allows moisture penetration is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Penetrations through exterior moisture barrier of the roof made by the Homeowner.
Roofing is blistered but does not admit water	Performance Standard: No coverage. Surface blistering of roll roofing is caused by unusual conditions of heat and humidity acting on the asphalt and cannot be controlled by the Builder.
Roof ridge beam deflects	Performance Standard: Roof ridge beam deflection greater than 1 inch in 8 feet is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

1-Year Single Family Home Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Roof or ceiling rafter bows	Performance Standard: Rafters that bow greater than 1 inch in 8 feet are considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Roof sheathing is wavy or appears bowed	Performance Standard: Roof sheathing that bows more than 1/2-inch in 2 feet is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Ice builds up on the roof	No coverage. During prolonged cold spells, ice is likely to build up at the eaves of a roof. This condition can naturally occur when snow and ice accumulates.
Asphalt shingles do not overhang edges of roof, or hang too far over edges of roof	Performance Standard: Asphalt shingles shall overhang roof edges by not less than 1/4-inch, and not more than 3/4-inch unless the manufacturer's standards/specifications indicate otherwise. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Asphalt shingles have developed surface buckling	Performance Standard: Asphalt shingle surfaces need not be perfectly flat. Buckling higher than 1/4-inch is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Sheathing nails have loosened from framing and raised asphalt shingles	Performance Standard: Nails that loosen from roof sheathing to raise asphalt shingles from surface are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Roofing nails are exposed at ridge of roof	Performance Standard: Nail heads shall be sealed to prevent leakage. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Holes from walk boards are visible in asphalt shingles	Performance Standard: Holes from walk boards shall be flashed and sealed below the asphalt shingle tab to prevent leakage. If patch is visible from ground, the shingle should be replaced. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Existing roof shingles telegraphing through new asphalt shingles	No coverage.
Water is trapped under roll roofing	Performance Standard: Water that becomes trapped under roll roofing is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Gutter and downspouts leak	Performance Standard: Leaks at connections of gutters and downspouts are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Homeowner is responsible for keeping gutters and downspouts clean. Gutter may overflow during heavy rains provided proper care is taken by the Homeowner to clear debris, snow and ice.
Water remains in gutters after a rain	Performance Standard: Small amounts of water may remain in some sections of gutter for a short time after a rain. Standing water in gutters that exceeds 1/2-inch in depth is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Homeowner is responsible for keeping gutters and downspouts free from debris that would obstruct drainage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
DOORS AND WINDOWS	
Warpage of interior or exterior doors	Performance Standard: Warping on doors that exceeds 1/4-inch as measured diagonally from corner to corner is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Warping that occurs to stain or lacquer-finished doors that are improperly maintained is the Homeowner's responsibility and is not covered by the Warranty.
Doors that do not open and close freely without binding against the doorframe	Performance Standard: Passage doors that do not open and close freely without binding against the doorframe are deficiencies. Lock bolt is to fit the keeper to maintain a closed position. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Wood doors may stick during occasional periods of high humidity. Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
Gaps are visible around exterior door edge, door jamb and threshold	Performance Standard: Gaps greater than 1/4-inch are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Door edge is not parallel to door jamb	Performance Standard: Door edge that is not within 3/16-inch of parallel to the door jamb is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Door swings open or closed by the force of gravity	Performance Standard: When a door is placed in an open position, it shall remain in the position it was placed, unless the movement is caused by airflow. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Door panels shrink and expose bare wood	No coverage. Wooden panels will shrink and expand because of temperature and/or humidity changes, and may expose unpainted surfaces. This does not constitute a defect.
Door panels split	Performance Standard: Door panels that have split to allow light to be visible through the door are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Bottom of doors drag on carpet surface	Performance Standard: Where it is understood by Builder and Homeowner that carpet is planned to be installed as floor finish by Builder, the bottom of the doors which drag on the carpet are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Where carpet is selected by the Homeowner having excessive high pile, the Homeowner is responsible for any additional door undercutting. Builder is not responsible if Homeowner installs carpet.
Excessive opening at the bottom of interior doors	Performance Standard: Passage doors from room to room that have openings between the bottom of the door and the floor finish material in excess of 1.5 inches are deficiencies. Closet doors having an opening in excess of 2 inches are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Bi-fold and pocket doors	Performance Standard: Pocket doors that rub in their pockets during normal operation are deficiencies. Bi-fold doors shall slide properly on their tracks at the time of closing. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Cleaning and maintenance necessary to preserve proper operation are the Homeowner's responsibility.
Sliding patio doors and screens	Performance Standard: Sliding patio doors and screens that come off their tracks when sliding during normal operation are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Some entrance of the elements can be expected under windy conditions.
Sliding patio door does not roll smoothly	Performance Standard: Sliding patio doors that do not roll smoothly at the time of closing are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The cleaning and maintenance necessary to preserve proper operation are the Homeowner's responsibility.
Latch is loose or rattles	Performance Standard: Hardware shall function properly, without catching binding or requiring excessive force to operate. A door or window latch or lock shall close securely and shall not be loose or rattle. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Some minor movement should be expected.
Painted or stained doors	Performance Standard: A door or window shall be painted or stained according to the manufacturers' specifications. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
De-laminated doors	Performance Standard: A door that delaminates is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Damage to metal doors	Performance Standard: A metal door that is dented or scratched due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Garage door fails to operate or fit properly	Performance Standard: Garage doors that do not operate and fit the door opening within the manufacturer's installation tolerances are deficiencies. Some entrance of the elements can be expected under heavy weather conditions and is not considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: No adjustment is required when cause is determined to result from anyone but Builder's or Builder's subcontractors' installation of an electric door opener.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Damage to metal garage door	Performance Standard: A metal garage door that is dented or scratched due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Garage door opener	No coverage.
Garage door spring	Performance Standard: A garage door spring shall operate properly and shall not lose appreciable tension, break or be undersized. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Garage	Performance Standard: A garage door shall remain in place at any open position, operate smoothly and not be off track. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Window is difficult to open or close	Performance Standard: Windows that require greater opening or closing force than the manufacturer's specifications are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Normal maintenance by the Homeowner includes keeping the tracks, channels and operating mechanisms clean and lubricated. For most windows, Homeowners should use a dry silicone spray lubricant on the tracks once each year.
Double hung windows do not stay in place when open	Performance Standard: Double hung windows are permitted to move within a 2-inch tolerance, up or down when put in an open position. Any excessive movement exceeding the tolerance is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Condensation or frost on window frames and glass	Performance Standard: No coverage. Windows and skylights will collect condensation on their interior surfaces when high humidity within the Home turns into water on the colder window or skylight surface. The Homeowner is responsible for controlling interior temperature and humidity to avoid condensation. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity. Under the Warranty, no action on the part of the Builder is required.
Hardware does not work properly, fails to lock or perform its intended purpose	Performance Standard: Hardware finishes shall not be tarnished, blemished, corroded or stained due to construction activities, unless the finish is installed as a specialty feature. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The Builder is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturer's or the Builder's control, such as the Homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to outdoor elements such as salt air or humidity.
Damaged hardware	Performance Standard: Hardware shall not be scratched, chipped, cracked or dented due to construction activities. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Loose hardware	Performance Standard: Hardware shall be installed securely and shall not be loose. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

1-Year Single Family Home Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Door hardware or kick plate has tarnished	No coverage.
Interior iron work	Performance Standard: Interior ironwork that has rusted is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The builder is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturer's or the Builder's control such as the Homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.
Storm doors, windows and screens do not operate or fit properly	Performance Standard: Storm doors, windows and screens, when installed, which do not operate or fit properly to provide the protection for which they are intended are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Missing screens, rips or gouges in the screen mesh are not covered by this Warranty.
Plastic molding behind storm door melts from exposure to sunlight	Performance Standard: The plastic moldings behind the storm doors should not melt if the storm panel is removed and reinstalled by the owner during normal maintenance operations. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Drafts around doors and windows	Performance Standard: Some infiltration is usually noticeable around doors and windows especially during high winds. No daylight shall be visible around frame when window or exterior door is closed. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: In high wind areas, the Homeowner may need to have storm windows and doors installed to eliminate drafts.
Clouding and condensation on inside surfaces of insulated glass	No coverage.
Window or skylight leaks	Performance Standard: Water leaking through or around windows or skylights as a result of improper installation is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Water leaks at windows or skylights resulting from Homeowner damage, extreme weather or improper Homeowner maintenance are not covered by the Warranty. Water may become visible in window tracks and sliding glass door tracks during heavy rain and should drain to the outside of the Home.
Window scratches and imperfections	Performance Standard: Where a viewer looks through the window in daylight without direct sunlight, a potential imperfection that is in the view plane 90° to the window surface that is detectable from a distance of over 10 feet is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Defective glass	Performance Standard: Defects, including stress cracks or failed seals in insulated windows, are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Broken glass or screen	Performance Standard: Broken glass or screen due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

1-Year Single Family Home Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Mirrors and shower doors	Performance Standard: A mirror, interior glass or shower door shall not be loose and shall be securely mounted or attached to the supporting surface. Fixtures, such as towel bars or door handles, shall be securely mounted. A mirror, interior glass or shower door shall not be damaged due to construction activities. A shower door shall not leak. Imperfections in a mirror or shower door shall not be visible from a distance of 2 feet or more when viewed in normal light. When opening and closing, a shower door shall operate easily and smoothly without requiring excessive pressure. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
FINISHES	
Cracks in plaster wall and ceiling surfaces	Performance Standard: Hairline cracks are not unusual. Cracks in plaster wall and ceiling surfaces exceeding 1/16-inch in width are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Drywall cracks, texture variations	Performance Standard: Hairline cracks are not unusual. Cracks in interior gypsum board or other drywall materials exceeding 1/8-inch in width are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Texture on blown or textured ceilings is uneven	No coverage. This is a normal condition that occurs with randomly applied materials.
Drywall bowed	Performance Standard: A drywall surface that has a bow or depression that equals or exceeds 1/4-inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2-inch within any 8-foot vertical measurement is a deficiency. A ceiling made of drywall that has bows or depressions that equal or exceed 1/2-inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist or within 1/2-inch deviation from the plane of the ceiling within any 8-foot measurement is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Drywall is crowning	Performance Standard: Crowning at a drywall joint that equals or exceeds 1/4-inch within a twelve-inch measurement centered over the drywall joint is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Drywall is out of plumb, level or square	Performance Standard: A drywall surface that is out of level (horizontal), plumb (vertical) or square (perpendicular at a 90-degree angle) such that there are variations in those measurements to wall or surface edges at any opening, corner, sill, shelf, etc. that equals or exceeds 3/8-inch in any 32-inch measurement along the wall or surface is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Angular gypsum wallboard joints are uneven	No coverage. This is a natural condition that occurs with randomly applied materials.
Nail pops, blisters, or other blemishes on finished wall or ceiling	Performance Standard: Nail pops and blisters that are readily visible from a distance of 6 feet under normal lighting conditions are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Repairs should be completed near the end of the Warranty Term to allow for normal movement in Home. Exclusion: Depressions or slight mounds at nail heads are not considered deficiencies. Builder is not responsible for nail pops or blisters that are not visible, such as those covered by wallpaper.
Cracked corner bead, excess joint compound, trowel marks or blisters in tape joints	Performance Standard: Cracked or exposed corner bead, trowel marks, excess joint compound, or blisters in drywall tape are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Repairs should be completed near the end of the Warranty Term to allow for normal settling in the Home.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
FLOORING	
Flagstone, marble, quarry tile, slate, or other hard surface flooring is broken or loose	Performance Standard: Tile, flagstone or similar hard surfaced sanitary flooring that cracks or becomes loose is a deficiency. Subfloor and wallboard are required to be structurally sound, rigid and suitable to receive a finish. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Cracking or loosening of flooring caused by the Homeowner's negligence is not a deficiency. Builder is not responsible for color and pattern variations or discontinued patterns of the manufacturer. Hollow tiles occasionally occur and are not covered by the Warranty.
Hard surface color variations and imperfections	No coverage.
Excessive "lippage" of adjoining marble or ceramic tile	Performance Standard: Lippage greater than 1/8-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Irregular tiles such as limestone, adoquin and Mexican Payers are not covered by the Warranty.
Cracks in grouting of ceramic tile joints or at junctions with other materials such as a bathtub, shower, or countertop	No coverage.
Grout or mortar joint is not a uniform color	Performance Standard: Grout that changes shade or discolors excessively due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Irregular grout lines	Performance Standard: Hard surface layout or grout line that are excessively irregular are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines.
Nail pops appear on the surface of resilient flooring	Performance Standard: Readily apparent nail pops are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Builder is not responsible for discontinued patterns or color variations. Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this Warranty.
Depressions or ridges appear in the resilient flooring due to subfloor irregularities	Performance Standard: Readily apparent depressions or ridges exceeding 1/8-inch are a deficiency. The ridge or depression measurement is taken as the gap created at one end of a 6-inch straight edge placed over the depression or ridge with 3-inches on one side of the deficiency held tightly to the floor. Responsibility: Builder shall take required action to bring the deficiency within acceptable tolerances so as to be not readily visible. Exclusion: Builder is not responsible for discontinued patterns or color variations in the floor covering, Homeowner neglect or abuse, nor installations performed by others.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Resilient flooring or base loses adhesion	Performance Standard: Resilient flooring or base that lifts, bubbles, or becomes unglued is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Builder is not responsible for discontinued patterns or color variations.
Seams or shrinkage gaps show at resilient flooring joints	Performance Standard: Gaps in excess of 1/16-inch in width in resilient floor covering joints are deficiencies. Where dissimilar materials abut, a gap in excess of 1/8-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Proper repair can be affected by sealing gap with seam sealer. Exclusion: Builder is not responsible for discontinued patterns or color variations of floor covering. Minor gaps should be expected.
Vinyl flooring patterns misaligned	Performance Standard: Patterns at seams between adjoining pieces that are not aligned to within 1/8-inch are deficiencies. The corners of adjoining resilient floor tiles shall be aligned to within 1/8-inch. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.
Vinyl flooring stains	No coverage.
Yellowing appears on surface of vinyl sheet goods	No coverage.
Vinyl flooring not square	Performance Standard: Vinyl flooring that is not installed square to the most visible wall or that varies by 1/4-inch in any 6-foot run is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Cupping, open joints, or separations in wood flooring	Performance Standard: Open joints or separations between floorboards of finished wood flooring that exceed 1/8-inch in width are deficiencies. Cups in strip floorboards that exceed 1/16-inch in height in a 3-inch maximum distance when measured perpendicular to the length of the board are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Wood floors are subject to shrinkage and swell due to seasonal variations in the humidity level of Home. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. The Homeowner should be familiar with the recommended care and maintenance requirements of their wood floor. Repeated wetting and drying, or wet mopping may damage wood finishes. Dimples or scratches can be caused by moving furniture or dropping heavy objects, and certain high heel style shoes may cause indentations. These conditions are not covered by the Warranty.
Humps, depressions or unevenness in wood flooring	Performance Standard: Wood flooring that has excessive humps, depressions or unevenness that equals or exceeds 3/8-inch in any 32-inch direction within any room is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Voids in the floor finish	Performance Standard: Voids or "holidays" that are readily visible from a distance of 6 feet under normal lighting conditions are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Top coating on hardwood flooring has peeled	Performance Standard: Field applied coating that peels during normal usage is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Prefinished coatings are the manufacturer's responsibility.
Crowning of strip flooring has occurred	Performance Standard: Crowning in strip flooring that exceeds 1/16-inch in depth in a 3-inch maximum span when measured perpendicular to the long axis of the board is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Excessive knots and color variation of strip hardwood flooring	No coverage.
Hardwood flooring buckles from substrate	Performance Standard: Hardwood floor that becomes loose from the substrate is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Slivers or splinters appear in strip flooring	Performance Standard: Slivers or splinters that occur during the installation of the flooring are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Hardwood floor staining/ shading	Performance Standard: Hardwood floor staining or shading that occurs as a result of construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
"Sticker burn" appears on surface of strip flooring	Performance Standard: Discoloration from stacking strips in hardwood flooring in certain grades of flooring is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Excessive lippage is located at junction of prefinished wood flooring products	Performance Standard: Lippage greater than 1/16-inch is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Loose sub-flooring	Performance Standard: Lumber shrinkage as well as temperature and humidity changes may cause loose sub-flooring. Responsibility: Builder will correct if due to a defective joint or improper flashing.
Carpet does not meet at the seams	Performance Standard: A visible gap or overlapping at the seam due to improper installation is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Color variations in carpet	No coverage.
Carpeting loosens, or the carpet stretches	Performance Standard: Wall-to-wall carpeting installed as the primary floor covering that comes up, loosens, or separates from the points of attachment is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Dead spots appear in padding areas below carpet surface	Performance Standard: Carpeted areas that do not have full coverage of pad consistent throughout the flooring area are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Floor covering fades, stains or discolors	No coverage.
Premature wearing of carpet	No coverage. Manufacturer's warranty may apply.
Cuts and gouges in any floor covering	Performance Standard: Cuts and gouges in any floor covering from construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
PAINT/WALL COVERING	
Interior caulking	Performance Standard: Interior caulking that deteriorates or cracks excessively is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Paint color variation	Performance Standard: Paint or stain that has excessive color, shade or sheen variation is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Knot and wood stains appear through paint on exterior	Performance Standard: Excessive knot and wood stains that bleed through the paint are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Resin bleeds through on interior trim	No coverage. This is a normal condition that can be expected to occur with natural materials such as wood.
Exterior paint or stain peels or deteriorates	Performance Standard: Exterior paints or stains that peel or deteriorate during the first year of ownership are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions which may prevail in the area. Fading is not a deficiency.
Interior paint or stain deteriorates	Performance Standard: Interior paints or stains that peel or deteriorate during the first year of ownership are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions which may prevail in the area. Fading is not a deficiency.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Painting required as corollary repair because of other work	Performance Standard: Repainting, staining or refinishing may be required because of repair work. Repairs required under the Warranty should be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved and a perfect match is not covered by the Warranty. Where repairs affect more than 50% of a wall or ceiling area, the Builder will repaint the entire wall or ceiling surface from corner to corner. Where custom paints and wall coverings have been installed, the Builder will not warrant the match of any necessary repairs. All blemishes should be noted and repaired prior to custom paints and wall coverings being applied.
Mildew or fungus forms on painted or factory finished surfaces	No coverage.
Deterioration of varnish or lacquer finishes on exterior surfaces	No coverage. Clear finishes on exterior surfaces, such as wood entry doors, diminish with aging and should be reapplied as part of routine Homeowner maintenance every 18 months, depending on outside exposure.
Deterioration of varnish or lacquer finishes on interior surfaces	Performance Standard: Clear finishes used on exterior surfaces may deteriorate rapidly. This is beyond the control of the Builder. Clear finishes on interior woodwork that deteriorate during the first year of the warranty period are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deterioration more than one year after closing is excluded.
Damaged interior surfaces	Performance Standard: Interior painted, varnished or finished surfaces that are dented, nicked or gouged due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Interior paint coverage	Performance Standard: Wall, ceiling, and trim surfaces that are painted that show through new paint when viewed from a distance of 6 feet under normal lighting conditions are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Visible brush marks on interior paint	No coverage.
Visible lap marks on interior paint	No coverage.
Paint splatters and smears on finish surfaces	Performance Standard: Paint splatters on walls, woodwork, or other surfaces which are excessive, that are readily visible when viewed from a distance of 6 feet under normal lighting conditions are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Minor paint splatter and smears on impervious surfaces than can be easily removed by normal cleaning methods are considered to be the Homeowner's maintenance and are not deficiencies.
Peeling of wallcovering installed by Builder	Performance Standard: Peeling of wallcovering is a deficiency, unless it is due to the Homeowner's abuse or negligence. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Builder is not responsible for wallpaper installed by Purchaser. Homeowner is responsible for maintaining adequate ventilation in areas of high humidity, such as kitchens and bathrooms.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Separated seams in wallpaper	Performance Standard: Builder will correct if wall surface is readily visible. Minor imperfections can be expected. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Pattern in wallcovering is mismatched at the edges	Performance Standard: Patterns in wallcovering that do not match at the edges are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Builder is not responsible for discontinued or variations in color. Defects in the wallcovering patterns are the manufacturer's responsibility, and excluded from Warranty coverage.
Lumps and ridges and nail pops in wallboard that appear after the Homeowner has wallcovering installed by others	No coverage.
Stained, discolored or spotted wall coverings	Performance Standard: Stained, discolored or spotted wall coverings from construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Scratched, gouged, cut or torn wall covering	Performance Standard: Scratched, gouged, cut or torn wall covering from construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
CHIMNEY/FIREPLACE	
Fireplace or chimney does not draw properly causing smoke to enter Home	Performance Standard: A properly designed and constructed fireplace or chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining homes, and interior furnaces. In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions could be temporary, it is necessary for the Homeowner to substantiate the problems to the Builder by constructing a fire so the condition can be observed. Responsibility: When it is determined that the malfunction is based upon improper construction of the fireplace, the Builder shall take the necessary steps to correct the problem. Exclusion: When it is determined that the fireplace is properly designed and constructed, but still malfunctions due to natural causes beyond Builder's control, Builder is not responsible.
Chimney separation from structure to which it is attached	Performance Standard: Newly built fireplaces will often incur slight amounts of separation. Separation that exceeds 1/2-inch from the main structure in any 10-foot vertical measurement is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Caulking or grouting is acceptable unless the cause of the separation is due to Structural Failure of the chimney foundation. In that case, caulking is unacceptable.
Firebox color is changed; accumulation of residue in chimney or flue	No coverage.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Water infiltration into firebox from flue	No coverage. It is common for water infiltration to occur into the firebox from the flue. A certain amount of rainwater can be expected under certain conditions.
New chimney flashing leaks	Performance Standard: New chimney flashing that leaks under normal conditions is a deficiency except where the cause is determined to result from ice build-up or the owner's actions or negligence. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Crack in masonry chimney cap or crown causes leakage	Performance Standard: It is normal for caps to crack due to expansion and contraction, however where leaks occur with cracking it is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Firebox lining damaged by fire	No coverage. Heat and flames may cause discoloration.
Pre-fab gas fireplace	No coverage.
Cracks in masonry hearth or facing	Performance Standard: Small hairline cracks in mortar joints resulting from shrinkage are not unusual. Cracks in stone or brick hearth or facing greater than 1/4-inch in width are deficiencies. Responsibility: Builder will repair cracks exceeding standard by pointing or patching. Builder is not responsible for color variations between existing and new mortar. Exclusion: Heat and flames from normal fires can cause cracking or firebrick and mortar joints. This should be expected, and is not covered by the Warranty.
Brick veneer spalling from chimney surface	Performance Standard: Spalling of newly manufactured brick is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Firebrick or mortar joint cracks	No coverage. Heat and flames from normal fires can cause cracking.
CABINETS & COUNTERTOPS	
Kitchen and vanity cabinet doors and drawers bind	Performance Standard: Cabinet doors and drawers that do not easily open or close are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Warping of kitchen and vanity cabinet doors and drawer fronts	Performance Standard: Warpage that exceeds 1/4-inch as measured from the face of the cabinet frame to the furthermost point of warpage on the drawer or door front in a closed position is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Gaps between cabinets, ceiling and walls	Performance Standard: Countertops, splash boards, base and wall cabinets are to be securely mounted. Gaps in excess of 1/4-inch between wall and ceiling surfaces are a deficiency. Responsibility: Builder shall make necessary adjustment of cabinets and countertop or close gap by means of molding suitable to match the cabinet or countertop finish, or as closely as possible; or other acceptable means, including caulking, putty, scribe molding or by repositioning the cabinets.
Cabinets do not line up with each other	Performance Standard: Cabinet faces more than 1/8-inch out of line, and cabinet corners more than 3/16-inch out of line, are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Surface cracks and delaminations in high pressure laminates of vanity and kitchen cabinet countertops	Performance Standard: Countertops fabricated with high pressure laminate coverings that delaminate or have surface cracks or joints exceeding 1/16-inch between sheets are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Cabinet door will not stay closed	Performance Standard: Cabinets that do not hold the door in a closed position are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood cabinet finish variations	No coverage. All wood in any finish will exhibit color changes when exposed to light. All wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created by the growth environment of a tree. These variations in graining and color are characteristics of a natural wood cabinet are not considered defects. Wood has these variations, and these variations are not covered by the Warranty.
Crack in door panel	Performance Standard: Cracks in cabinet door panels due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Chips, cracks, scratches on countertop, cabinet, fixture, fitting or appliance	Performance Standard: Chips, cracks, scratches on countertop, cabinet, fixture, fitting or appliance due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Manufactured marble vanity top cracks at drain	Performance Standard: Vanity tops that crack due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Damaged solid surface tops	Performance Standard: Solid surface countertops shall be free of scratches that are visible from a distance of 6 feet in normal lighting conditions at time of acceptance of the project. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Concrete countertops	Performance Standard: (1) A concrete countertop with excessive pits, depressions, or unevenness that equal or exceed 1/8-inch in any 32-inch measurement is a deficiency. (2) A concrete countertop with separations or cracks equal to or exceeding 1/16-inch in width or 1/64-inch in vertical displacement is a deficiency. (3) A finished concrete countertop that is stained, spotted or scratched due to construction activities is a deficiency. (4) A concrete countertop with a chipped edge that extends beyond 1/16-inch from the edge of the countertop due to construction activities is a deficiency. (5) A concrete countertop that changes shade or discolors excessively due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Countertop not level	Performance Standard: Hard surface countertops that are not level to within 1/4-inch in any 6-foot measurement are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
APPLIANCES	
Defective fixture, fitting or appliance	Performance Standard: Kitchen, laundry and bar appliances that fail to function per the manufacturer's specifications will be addressed by the manufacturer under the manufacturer's warranty.
Chipped or scratched appliances	Performance Standard: Scratched or chipped finishes on porcelain, glass or other surfaces on laundry, kitchen or bar appliances due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
DECKS	No coverage.
PEST CONTROL	No coverage.
POOLS	No coverage.
PLUMBING	
Faucet or valve leak	Performance Standard: A valve or faucet leak due to material or workmanship is a deficiency and is covered only during the first year of the Warranty Term. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Leakage caused by worn or defective washers or seals is a Homeowner maintenance item.
Defective plumbing fixtures, appliances or trim fittings	No coverage. Defective plumbing fixtures, appliances, and trim fittings are covered under the manufacturer's warranty.
Staining of plumbing fixtures	No coverage. High iron and manganese content in the water supply system will cause staining of plumbing fixtures. Maintenance and treatment of the water is the Homeowner's responsibility.
Corroded fixtures	No coverage.
Loose fixtures	Performance Standard: Fixtures that are loose are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Toilet standards	Performance Standard: Toilet equipment that allows water to run continuously is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. If toilet equipment allows water to run continuously, the Homeowner shall shut off the water supply or take such action as is necessary to avoid damage to the Home.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Noisy water pipes	Performance Standard: Some noise can be expected from the water pipe system, due to the flow of water. However, the supply pipes should not make the pounding noise called "water hammer." "Water hammer" is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Noises due to water flow and pipe expansion are not considered deficiencies.
The bathtub or shower leaks	Performance Standard: Bathtubs and showers that leak are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Proper repair can be affected by sealing area around tubs and showers. Exclusion: Maintenance of caulk seals is a Homeowner responsibility.
Bathtub or shower squeaks	No coverage.
Shower enclosure flexes	Performance Standard: Excessive flexing in a shower base occurs when the drain assembly moves up or down with normal weight is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the first year of the Warranty Term. Exclusion: Composite shower walls will flex when pushed inward. Such flexing is not considered a defect.
Sewer odors	No coverage.
Blocked vent stack	No coverage.
Water heater	Performance Standard: A water heater that is not installed and secured according to the manufacturer's specifications and the Building Code is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Waste disposal unit	Performance Standard: A waste disposal unit that is not installed and operating according to the manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Decorative gas appliance	Performance Standard: A decorative gas appliance that is not installed in accordance with manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Fixture stopper	Performance Standard: A fixture stopper that does not retain water in accordance with the manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
MECHANICAL	
Exterior compressor unit pad	No coverage.
Back draft dampers	Performance Standard: Back draft dampers that are not installed according to the manufacturer's specifications are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Inadequate heat	Performance Standard: A heating system shall be capable of producing an inside temperature of at least 70-degrees Fahrenheit as measured in the center of the room at a height of 5 feet above the floor under local outdoor winter design conditions. NOTE FOR HEATING: There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in Home. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Orientation of Home and location of room will also provide a temperature differential, especially when the air-conditioning or heating system is controlled by a single thermostat for one or more floor levels. Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments.
Inadequate cooling	Performance Standard: When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78-degrees Fahrenheit as measured in the center of each room at height of 5 feet above the floor, under local outdoor summer design conditions. NOTE FOR AIR CONDITIONING: In the case of outside temperatures exceeding 95-degrees Fahrenheit, the system shall keep the inside temperature 15-degrees cooler than the outside temperature. National, state, or local requirements shall supersede this guideline where such requirements have been adopted by the local governing agency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Orientation of Home location of room will also provide a temperature differential, especially when the air conditioning system is controlled by a single thermostat for one or more levels. The Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments.
Refrigerant lines leak	Performance Standard: Builder-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Leaks due to Homeowner's actions or negligence are excluded.
Refrigerant line insulation	Performance Standard: Insulation that does not completely encase the refrigerant line according to Code is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The Homeowner shall ensure that insulation on the refrigerant line is not damaged or cut due to Home maintenance or landscape work.
Ductwork and heating piping not insulated in uninsulated area	Performance Standard: Ductwork and heating pipes that are run in uninsulated crawl spaces, garages or attics that are not insulated are deficiencies. Basements are not "uninsulated areas," and no insulation is required. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Condensate lines clog up	No coverage. Condensate lines will clog under normal conditions. The Homeowner is responsible for continued operation of drain lines.

1-Year Single Family Home Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Drip pan	Performance Standard: A drip pan and drain line that is not installed under a horizontal air handler as per the Code is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
Improper mechanical operation of evaporative cooling system	Performance Standard: Equipment that does not function properly at temperature standard set is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Ductwork makes noises	No coverage. When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "cracking" sounds generally are to be expected and are not deficiencies.
Ductwork makes excessively loud noises known as "oil canning"	Performance Standard: The stiffening of the ductwork and the gauge of metal used shall be such that ducts do not "oil can." The booming noise caused by oil canning is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Ductwork separates, becomes unattached	Performance Standard: Ductwork that is not intact or securely fastened is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Vibration from heating or cooling equipment	Performance Standard: No coverage. It is normal for heating/air-conditioning equipment to generate some noise and vibration.
Metal rattling at register, grills or ducts	Performance Standard: Air moving through registers, grills and ducts makes noise and is normal. Duct systems are not designed to be noise-free. However, metal rattling from the registers, grills or ducts is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Under certain conditions, some noise may be experienced with the normal flow of air when product is installed correctly.
Vent, grill or register operation	Performance Standard: A vent, grill or register that does not operate easily and smoothly when applying normal operating pressure is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
There are gaps between HVAC vent or register covers and the wall or ceiling	No coverage. This is a normal condition beyond the contractor's control.
Condensation on the outside of air handlers and ducts	No coverage. Air handlers and ducts will collect condensation on their exterior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the Home that are created by the owner or during the curing process in a new space.

1-Year Single Family Home Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
ELECTRICAL	
Chipped, cracked, dented or scratched fixture or trim plate	Performance Standard: Chipped, cracked, dented or scratched fixture or trim plate due to construction activity is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Tarnished fixture or trim plate	No coverage.
Box or trim plate is not plumb or level	Performance Standard: A fixture, electrical box or trim plate that is not installed in accordance with the Code or is not plumb and level is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Smoke detector	No coverage.
Exhaust fan	Performance Standard: An exhaust fan that does not operate within the manufacturer's specified noise level is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Ceiling fan vibrates	No coverage.
Electrical wiring	Performance Standard: Electrical wiring installed inside the Home that is not installed in accordance with the Code and any other applicable electrical standards is a deficiency. Electrical wiring that is not capable of carrying the designated load as set forth in the Code is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Builder shall not be responsible for utility improvements from the meter/demarcation point to the utility poles or the transformer. All electrical equipment shall be used for the purposes and/or capacities for which it was designed and in accordance with manufacturer's specifications.
Electrical panel, breakers and fuses	Performance Standard: An electrical panel and breakers that do not have sufficient capacity to provide electrical service to the Home during normal residential usage are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Builder is not responsible for electrical service interruptions caused by external conditions such as power surges, circuit overloads and electrical shorts.
Fuses blow, or circuit breakers kick out	Performance Standard: Fuses and circuit breakers that deactivate under normal usages, when reset or replaced are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Ground fault interrupter trips frequently	Performance Standard: Any GFCI device that fails to reset is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner is responsible for repairing any device that causes the GFCI to trip.
Fixtures, outlets, doorbells and switches	Performance Standard: Fixtures, outlets, doorbells and switches that are not installed according to manufacturer's specifications are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

1-Year Single Family Home Warranty

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Wiring for cable television, telephone or internet	Performance Standard: Wiring for cable television, telephone or internet that is not installed according to the manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Malfunction of low-voltage wiring system	Performance Standard: Low-voltage wiring system malfunction is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Communication wiring	No coverage.
Drafts from electrical outlets	No coverage. The electrical junction box on exterior walls may produce a slight air flow whereby the cold air can be drawn through the outlet into a room. This problem is normal in new Home construction.
Malfunction of electrical outlets, switches or fixtures	Performance Standard: All switches, fixtures and outlets which do not operate as intended are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Receptacle/switch too far off wall	Performance Standard: A receptacle/switch that is more than 1/8-inch from the adjoining wall surface is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Light fixture tarnishes	No coverage. Finishes on light fixtures may be covered under their manufacturer's warranty.

1-Year Single Family Home Warranty

DEFICIENCY	SYSTEMS STANDARDS AND EXCLUSIONS
MECHANICAL SYSTEMS	
Septic systems fail to operate properly	Performance Standard: Septic system should be capable of properly handling normal flow of household effluent. Responsibility: Builder shall take corrective action if it is determined that malfunction is due to a deficiency in workmanship, materials, or failure to construct system in accordance with state, county, or local requirements. Builder is not responsible for malfunctions or limitations in the operation of the system attributable to design restrictions imposed by state, county, or local governing agencies. Builder is also not responsible for malfunctions which occur or are caused by conditions beyond Builder's control, including Homeowner negligence, abuse, freezing, soil saturation, changes in ground water table, or other acts of nature. Exclusion: The Homeowner is responsible for periodic pumping of the septic tank and a normal need for pumping is not a deficiency. The following are considered for the Homeowner's negligence or abuse as exclusion under the Warranty: a) excessive use of water such as overuse of washing machine and dishwasher, including their simultaneous use; b) connection of sump pump, roof drains or backwash from water conditioner, to the system; c) placing of non-biodegradable items in the system; d) addition of harsh chemicals, greases or cleaning agents, and excessive amounts of bleaches or drain cleaners; e) use of a food waste disposer not supplied by Builder; f) placement of impervious surfaces over the disposal area; g) allowing vehicles to drive or park over the disposal area; h) failure to periodically pump out the septic tank when required. Sewage pumps are excluded under the Warranty.
Water in plumbing pipes freezes, and the pipes burst	Performance Standard: Drain, waste, vent and water pipes shall be adequately protected to prevent freezing and bursting during normally anticipated cold weather. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Burst pipes due to Homeowner's neglect and resultant damage are not Builder's responsibility. Homeowner is responsible for draining exterior faucets, and maintaining suitable temperature in the Home to prevent water in pipes from freezing. During periods when the outdoor temperature falls below the design temperature, Homeowner is responsible for draining or protecting pipes. Homes which are periodically occupied, such as summer homes, or where there will be no occupancy for an extended period of time, must be properly winterized or periodically checked to insure that a reasonable temperature is maintained.
Leakage from any piping	Performance Standard: Leaks in any waste, vent and water piping are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Condensation on piping does not constitute leakage, and is not a deficiency, except where pipe insulation is required. The Homeowner shall shut off water supply immediately if such is required to prevent further damage to the Home.
Sanitary sewers, fixtures, waste or drain lines are clogged	Performance Standard: The Builder is not responsible for sewers, fixtures or drains that are clogged because of Homeowner's actions or negligence. Sanitary sewers, fixtures, waste or drain lines that do not operate or drain properly due to improper construction are deficiencies. Responsibility: When defective construction is shown to be the cause, Builder shall make necessary repairs. If Homeowners' actions or negligence is the cause, the Homeowner is responsible for correcting the problem. Homeowner is liable for the entire cost of any sewer and drain cleaning service provided by Builder where clogged drains are caused by Homeowner's actions or negligence. Exclusion: Builder is not responsible for sewer lines that extend beyond the property lines on which the Home is constructed.

1-Year Single Family Home Warranty

DEFICIENCY	SYSTEMS STANDARDS AND EXCLUSIONS
Water supply system fails to deliver water	Performance Standard: All service connections to municipal water main or private water supply are Builder's responsibility when installed by Builder. Responsibility: Builder shall repair as required if failure to supply water is the result of deficiency in workmanship or materials. Exclusion: If conditions exist which disrupt or eliminate the sources of water supply that are beyond Builder's control, then Builder is not responsible.
In ground wells	No coverage.
Sump pump	Performance Standard: A sump pump that is not installed according to the manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner is responsible for maintaining the sump pump.
ELECTRICAL SYSTEMS	
Failure of wiring to carry its designed load	Performance Standard: Wiring that is not capable of carrying the designated load, for normal residential use to switches, receptacles and equipment, is a deficiency. Responsibility: Builder shall check wiring and replace if it fails to carry the design load.

1-Year Single Family Home Warranty

DEFICIENCY	STRUCTURAL STANDARDS AND EXCLUSIONS
STRUCTURAL	
The foundation is out of level	Performance Standard: Slab foundations should not move differentially after they are constructed, such that a tilt or deflection in the slab in excess of the standards defined below arises from post-construction movement. The protocol and standards for evaluating slab foundations shall follow the "Guidelines for the Evaluation and Repair of Residential Foundations" as published by the Texas Section of the American Society of Civil Engineers (2002), hereinafter referred to as the "ASCE Guidelines" with the following modifications: (1) Overall deflection from the original construction elevations shall be no greater than the overall length over which the deflection occurs divided by 360 (L/360) and must not have more than one associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the Home. (2) The slab shall not deflect after construction in a tilting mode in excess of one percent from the original construction elevations resulting in actual observable physical damage to the components of the Home. If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated in this Standard, a third-party inspector's recommendation shall be based on the appropriate remedial measures as described in Section 7 of the ASCE Guidelines.
Crack in concrete footing	Performance Standard: Cracks greater than 1/4-inch in width are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Pier and beam foundations	Floor over pier and beam foundations. (A) A floor over pier and beam foundation shall not deflect more than L/360 from its original construction elevations and have that movement create actual observable physical damage to the components of the Home identifiable in Section 5.3 of the ASCE Guidelines. (B) If a floor over pier and beam foundation deflects more than L/360 from its original construction elevation and the movement has created actual observable physical damage to the components of a home identifiable in Section 5.3 of the ASCE Guidelines, a third-party inspector's recommendation shall be based on applicable remedial measures as described in Section 7 of the ASCE Guidelines.
Cracked or bowed structural components	Structural components. (A) A defined structural component shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a home or the performance of a structural system of the Home resulting in actual observable physical damage to a component of the Home. (B) If a structural component of a home cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a component of the Home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.
Deflected structural components	Deflected structural components. (A) A structural component shall not deflect more than the ratios allowed by the Code. (B) If a structural component of the Home is deflected more than the ratios allowed by the Code, the Builder shall repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.
Damaged structural components	Damaged structural components. (A) A structural component shall not be so damaged that it compromises the structural integrity or performance of the affected structural system. (B) If a structural component is so damaged that it compromises the structural integrity or performance of a structural system of the Home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.
Separated structural components	Separated structural components. (A) A structural component shall not separate from a supporting member more than 3/4-inch or such that it compromises the structural integrity or performance of the system. (B) If a structural component is separated from a supporting member more than 3/4-inch or separated such that it compromises the structural integrity or performance of a structural system of the Home, the Builder shall take such action as necessary to repair, reinforce or replace such structural component to re-establish the connection between the structural component and the supporting member, to restore the structural integrity of the Home and the performance of the affected structural system.
Non-performing structural components	Non-performing structural components. (A) A structural component shall function as required by the Code. (B) If a structural component does not function as required by the Code, the Builder shall take such action as is necessary to bring the variance within the standard stated in subparagraph (A) of this paragraph.

1-Year Single Family Home Warranty

LENNAR®

NOTICE OF CLAIM FORM
FOR LENNAR LIMITED WARRANTY
COVERAGE
Workmanship/Systems Claims Only

Mail to: Lennar
Customer Care Office
8895 N. Military Trail, Suite 101-B
Palm Beach Gardens, FL 33410

Please read the Lennar Warranty Booklet for filing instructions and pertinent information.

YOUR NAME _____

ADDRESS OF COMPLAINT _____
(street)

_____
(city) (state) (zip)

HOME PHONE (_____)_____ BUSINESS PHONE (_____)_____

EFFECTIVE DATE OF WARRANTY _____/_____/_____
(month) (day) (year)
(date of closing or first occupancy)

NATURE OF DEFECT (BE SPECIFIC) _____
_____
_____
_____
_____

DATE DEFECT FIRST OBSERVED _____/_____/_____
(month) (day) (year)

DATE FIRST REPORTED TO LENNAR _____/_____/_____
(month) (day) (year)

Attach any copies of relevant correspondence between you and Lennar or any third party involving this claim.

CHECK ONE (if applicable)
1. ☐ FHA 2. ☐ FHA 3. ☐ RHS

Case # _____

If you are the original owner, and your Home is FHA-financing, please provide the following:
Name of Mortgage Company_____
Address of Mortgage Company _____

_____
Homeowner signature date

_____
Homeowner signature date

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1-Year Single Family Home Warranty

LENNAR®

NOTICE OF CLAIM FORM
FOR LENNAR LIMITED WARRANTY COVERAGE
Structural Claims Only

Mail to: Lennar
Customer Care Office
8895 N. Military Trail, Suite 101-B
Palm Beach Gardens, FL 33410

Please read the Lennar Warranty Booklet for filing instructions and pertinent information.

YOUR NAME _____

ADDRESS OF COMPLAINT _____
(street)

_____
(city) (state) (zip)

HOME PHONE (_____)_____ BUSINESS PHONE (_____)_____

EFFECTIVE DATE OF WARRANTY _____/_____/_____
(month) (day) (year)
(date of closing or first occupancy)

Please note that the Lennar Limited Warranty provides Limited Structural Warranty Coverage which is subject to exclusions and conditions. You are encouraged to review the Structural Performance Standards of your Warranty and the list of structural components that are covered and not covered by the Structural Performance Standards.

Please answer the following questions:

1. Have you reviewed the Structural Performance Standards and list of covered and non-covered components in your Warranty? _____ ❑Yes ❑No

2. Do you believe that you have a covered Structural claim under the terms of the Structural Performance Standards in your Warranty? ❑Yes ❑No

NATURE OF DEFECT (BE SPECIFIC) _____

_____

_____

_____

_____

DATE DEFECT FIRST OBSERVED _____/_____/_____
(month) (day) (year)

DATE FIRST REPORTED TO LENNAR _____/_____/_____
(month) (day) (year)

Attach any copies of relevant correspondence between you and Lennar or any third party involving this claim.

CHECK ONE (if applicable)
1. ❑ FHA 2. ❑ FHA 3. ❑ RHS

Case # _____

If you are the original owner, and your Home is FHA-financing, please provide the following:
Name of Mortgage Company _____
Address of Mortgage Company _____

_____
Homeowner signature date

_____
Homeowner signature date

9018181v.2

PURCHASE AND DEVELOPMENT AGREEMENT TERM SHEET

Proposed Terms of Agreement for Project Services Between the Boynton Beach Community Redevelopment Agency ("CRA") and Lennar Homes, LLC ("Lennar")

I. Terms & Conditions

Purchase Price:	$350,000
Lot Addresses:	135 NE 3rd Avenue 407 NE 1st Avenue 524 NW 3rd Avenue 507 NW 12th Avenue Lot 348 NW 11th Avenue
Initial Deposit:	$10,000 8 days after Purchase and Development Agreement Effective Date
Second Deposit:	$25,000 8 days after Investigation Period ends
Closing Date:	15 days after Lennar's receipt of all approvals, but no later than 6 months after expiration of the Investigation Period
Prorated Taxes:	Taxes prorated as of the Closing Date
Development Costs:	Lennar to self-finance all development costs (construction, permit fees, processing fees, etc.)
Seller Costs:	BBCRA to pay for: • State documentary stamps; • Surtaxes; • Recording fees for the release of encumbrances and corrective title instruments; • Rollback/deferred taxes; • Title insurance underwriter searches; and • Any costs to cure title defect
Buyer Costs:	Lennar to pay for costs associated with: • Title Commitment; and • Title Policy.
Title Agent:	Escrow Agent shall act as title and closing agent
Real Estate Broker:	No real estate broker

II. Project

Homes:	7 Homes

Lot Split:	2 lots will be split (at least 50' wide) 4 months to split lots: 135 NE 3rd Avenue 507 NW 12th Avenue
Warranty:	One-year limited warranty Covers workmanship, systems, and structural elements
Deed Restriction:	15-year deed restriction for affordability
Sale of Homes:	Lottery-based selection process Mirrors Palm Beach County Workforce Housing Program
Updates:	Lennar will provide written report once every three months Lennar will promptly reply to any questions from the Board
Marketing:	Lennar will market to Boynton Beach residents first

III. Purchase and Development Agreement

Initial Draft:	May 7th Submission Drafted by BBCRA Counsel
Final Agreement:	60 days after Initial Draft
Investigation Period:	60 days from effective date of P&D Agreement Lennar right to terminate and receive Initial Deposit
Due Diligence Period:	60-90 days
Building Permits:	Lennar willing to apply while obtaining lot-split approval
Cert. of Occupancy:	7 months after Lennar receives all approvals
Corporate Approval:	Written approval from Investment Committee of Lennar Corporation

IV. Home Specifications

Landscaping:	Bahia Sod Native Plants
Exterior Lighting:	Garage sconces
Fencing:	6ft PVC privacy fence for a purchase price credit of $6,000/home
Driveways:	Concrete with Fibermesh
Columbus Plan:	Lot 3 Moderate 2 income (PBC AMI) 1,874 square feet (2-story) 4 bed/2.5 bath 2 car garage, appliances, impact windows, lanai

Belmont Plan: All lots, except Lot 3
1 unit at low income (PBC AMI); 4 units at Moderate 1 PBC AMI)
1,504 square feet (1 story)
3 bed/2 bath
2 car garage, appliances, impact windows, lanai

the stars. He also noted that years ago, Rick Rosen, was a baseball player from Boynton Beach. He thought it was a good branding tool.

Board Member Kelley loved the Walk of Fame, and said its 100 yards of recognition. She thought they would want to recognize athletes from Boynton Beach. She noted Lamar Jackson plays football with the kids and gives back to the community. She supported recognition for Boynton athletes.

Vice Chair Turkin thought the presentation had great content and asked if they can use CRA funds, and thought there was a lot of opportunity for the initiative, perhaps as an entryway feature. He wanted consensus to move this forward on the staff level. He thanked the CRA Advisory Board for their efforts.

14. Old Business

A. Consideration of a Letter of Intent from Lennar Homes LLC as a Result of a Notice to Dispose 419 N. Seacrest Boulevard

Bonnie Nicklien, Grants and Project Manager, stated after the March 9th meeting they issued a notice to dispose, which was issued on March 13th, was published in the Palm Beach Post, the CRA website published, posted in the City Hall Lobby and mailed it to their interested party list to get the word out. Interested parties had 30 days to respond and they received one response from Lennar Homes. She said Lennar Homes proposed to place the homes closer on the west side of the property and have the homes on Seacrest front on NE 3rd and 4th Avenues. She reviewed the home features and stated the homes are deed restricted for 15 years for affordability and provide a fencing and landscape buffer on the Seacrest side. She reviewed the home features commented that it requires a $10K deposit, a purchase price of $70K and a sales price of $370K. The sale of the homes would be through the County Affordable Housing program via a lottery. If approved, staff would draft the terms into the purchase and development agreement.

Chair Shelton supported the item.

Vice Chair Turkin supported the item and talked about the lottery system. He supported the homes go to Boynton Beach residents. He said that developers have requirements to meet for workforce housing. He noted that developers come and say what they want to do. In return for CRA tax dollars, he noted they may not always get the best product and the City is tied as to who is getting the homes. They are leveraging tax dollars from residents to provide subsidized housing for people outside of the City. He said there is a need, and he was looking how to change it. He wanted to contract with a General Contractor to do a self build, self lottery with Boynton residents. He favored putting Boynton residents first and have an internal workforce housing fund.

Attorney Rossmell stated they are discussing items 14 A & B together.

Board Member Kelley said in the past, there is a way to get the word out earlier to Boynton Beach residents than from reaching the market.

Ms. Nicklien agreed and staff can share their experience with the Cottage District and their interested parties list to get the word out and ensure the residents have the back up to know what they need to produce.

Board Member Kelley wanted Boynton Beach residents to have priority and help ensure they will qualify.

Ms. Utterback said out of the 41 Cottage District homes, 13 Boynton residents obtained homes.

Ms. Radigan agreed there are ways for the CRA to build affordable housing and market to Boynton Beach residents. She said she will bring something back.

Ms. Utterback said about 40% of Boynton residents qualified.

Board Member Kelley noted the program brings people in to the City, that may become employees in the City

Board Member Cruz understood the reason they go with County workforce housing, is because the developer is adhering to the County's requirement to build affordable/workforce in the County on this property. She said the CRA is doing a similar thing by giving away land worth more than $70K for $70K to provide an affordable benefit for local residents. She commented the Board should try to hone in on Boynton Beach residents acquiring those properties. She thought they should continue to purchase land without it counting towards the County's program thereby serving Boynton Beach residents.

Board Member McCray agreed and noted SHIP funding and the CDC's are available. He thanked Lennar and pointed out this project is across from the Cottage District.

Motion

Board Member McCray moved to approve item 14A. Board Member Kelley seconded the motion. The motion passed unanimously.

B. Consideration of Terms for a Purchase and Development Agreement with Lennar Homes LLC for the Development of Affordable/Workforce Infill Housing

Ms. Nicklien reviewed the item as the terms were different. She said she met with Lennar on March 25th, to discuss a few items, such as adding lanais and concrete driveways, landscaping and larger homes for larger sites as contained in the meeting materials.

Chair Shelton left the dais at 7:14 p.m.

She reviewed the terms and said one Belmont home is for low income, five Belmont homes are for moderate 1 income and one Columbus home is for moderate 2. She announced all the homes would be ready in seven months from City building permit issuance. The homes mirror Palm Beach County Workforce Housing program on a lottery based selection and Lennar can build six foot PVC privacy fencing, and if so, Lennar would want a $6K credit. The Board reviewed the different housing façade and selected façade B

Chair Shelton returned at 7:16 p.m.

Vice Chair Turkin inquired why Lennar's top product, the Next Gen model, was not presented, and learned the lot size was not deep enough.

The Board liked façade B for the Columbus model.

Vice Chair Turkin thought fences should be available if the resident wants it without the credit.

A representative from Lennar agreed they can provide fences as optional and bear that expense.

Motion

Board Member Cruz moved to approve. Vice Chair Turkin seconded the motion. The motion passed unanimously.

C. Consideration of the Amendment No. 2 to the Agreement for On-Demand Transportation Service with Circuit Transit Inc. (REVISED 5/8/26)

Vice Chair Turkin left the dais at 7:23 p.m.

Ms. Nicklien presented the item and stated the request is for a 5% increase, and they have not had an increase since 2024. Staff felt the increase is reasonable.

Chair Shelton said that she had an issue with the way it is currently operating and she would like to see a change or seek an alternate provider. She noted in other cities, other providers make money via advertising.

Vice Chair Turken returned to the dais at 7:29 p.m.

Vice Chair Turkin said that there are a lot of vendors that offer the same service and they leverage advertising from other businesses. He thought they should renegotiate costs and if they are not interested, the Board should look for another vendor for less.

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement (hereinafter "**Agreement**") is made and entered into as of the Effective Date (hereinafter defined), by and between BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes (hereinafter "**SELLER**") and Lennar Homes, LLC, a Florida limited liability company, or its affiliated assignee (hereinafter "**PURCHASER**", and together with the SELLER, each a "**Party**" and collectively, the "**Parties**").

In consideration of TEN AND 00/100 DOLLARS ($10.00) and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged 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 real property legally described in **Exhibit "A"** attached hereto (hereinafter the "**Property**"). The Property is comprised of multiple lots, each of which may be referred to herein as a "lot" and each of which is understood to be a portion of the Property. The Parties intend that the purchase and sale and ensuing redevelopment of the Property will be effected in order to reduce slum and blight by enabling the Project. For purposes of this Agreement, the term "**Project**" shall mean:

The construction of nine (9) workforce, fee simple, detached, single-family homes and associated site improvements consistent with:

(1) the PURCHASER'S Proposal for Invitation to Negotiate for the Development of Affordable/Workforce Infill Housing dated February 10, 2026, including PURCHASER'S additional responses thereto and presentations to the SELLER's Board, attached as **Composite Exhibit "B,"**
(2) the Letter of Intent dated April 10, 2026, attached as **Exhibit "C;"** and
(3) the Project Requirements set forth in Section 20 of this Agreement.

all of which are subject to the conflict provisions set forth in Subsection 23.13 of this Agreement.

2. PURCHASE PRICE AND PAYMENT. The "**Purchase Price**" for the Property shall be FOUR HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($420,000.00) to be paid in full at Closing. SELLER has complied with Section 163.380, Florida Statutes, in proceeding with the sale of the Property to PURCHASER.

3. DEPOSITS. An Initial Deposit in the amount of TWENTY THOUSAND AND 00/100 DOLLARS ($20,000.00) shall be deposited with Calatlantic National Title Solutions, LLC (hereinafter "**Escrow Agent**") within eight (8) business days after the Effective Date. A Second Deposit in the amount of FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) shall be deposited with Escrow Agent within eight (8) business days of the end of the Feasibility Period, bringing the total deposit to SEVENTY THOUSAND AND 00/100 DOLLARS ($70,000.00). The Initial Deposit and

Second Deposit are referred to herein collectively as the "**Deposit**" and are to be credited against the total Purchase Price at Closing and will be nonrefundable except as provided in this Agreement. In the event that the Closings for Lot 419 (defined below) and the Remaining Lots (defined below) occur separately, the Deposit shall be applied to the Closing that occurs first.

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. CIC Approval. Notwithstanding any provision contained in this Agreement to the contrary, PURCHASER's obligations under this Agreement are contingent upon PURCHASER's receipt of the written approval of the Corporate Investment Committee of Lennar Corporation prior to the expiration of the Feasibility Period. In the event PURCHASER fails to deliver to SELLER written notice of such approval of said Corporate Investment Committee prior to the expiration of the Feasibility Period, this Agreement shall be null and void and the Deposit shall be promptly returned to PURCHASER, and neither SELLER nor PURCHASER shall have any further rights or obligations under the Agreement, except for those matters that expressly survive termination of this Agreement. No waiver of such condition shall be implied, but shall be expressed, if at all, only by written notice from the Corporate Investment Committee of Lennar Corporation specifically waiving such condition.

6. CLOSING DATE. Subject to the terms and conditions of this Agreement, the purchase and sale of the Property (the "**Closing**") shall take place on the earlier of (a) fifteen (15) business days after PURCHASER'S delivery of the Project Approval Notice and 419 Approval Notice (subject to the provisions in subsection 9.2.1 and 9.2.2) to SELLER, and (b) six (6) months after PURCHASER's delivery of the Notice to Proceed to SELLER (the "**Closing Date**").

7. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER, by Special 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 8.3), to which PURCHASER fails to object, or which PURCHASER agrees to accept in writing prior to Closing.

8. INVESTIGATION OF THE PROPERTY. For a period commencing on the Effective Date and ending at 11:59 p.m. on the sixtieth (60^{th}) day thereafter ("**Feasibility Period**"), PURCHASER and PURCHASER'S agents, employees, designees, contractors, surveyors, engineers, architects, attorneys and other consultants (collectively, "**Agents**"), shall have the right, at PURCHASER'S expense, to make inquiries of, and meet with members of Governmental Authorities regarding the Property 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

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SELLER's Initials: _____

business interruption, to perform any and all physical tests, inspections, and investigations of the Property, including but not limited to Phase I and Phase II environmental investigations, which PURCHASER may deem necessary. PURCHASER shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Feasibility Period for any reason whatsoever or for no reason. In order to proceed under this Agreement, PURCHASER must deliver written notice to SELLER, reflecting PURCHASER's decision to proceed (the "**Notice to Proceed**"), which Notice to Proceed must be delivered to SELLER prior to the expiration of the Feasibility Period. If PURCHASER does not deliver the Notice to Proceed, this Agreement shall automatically terminate. If this Agreement is terminated pursuant to this Section, the Deposit shall be promptly returned to PURCHASER and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER shall: (i) leave the Property in substantially the condition existing on the Effective Date; (ii) 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 Third-Party Documents. "**Third-Party Documents**" shall mean all final third-party, non-confidential and non-proprietary reports, documents and other materials obtained by PURCHASER with respect to its inspections of the Property. SELLER acknowledges and agrees that all Third-Party Documents shall be delivered by PURCHASER "AS IS", "WHERE IS", subject to all faults and defects and without any expressed, implied or statutory warranties or representations of any kind, and PURCHASER hereby disclaims any such representations and warranties. PURCHASER hereby agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, reasonable 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 arising out of PURCHASER'S investigation of the Property, except that such obligations shall not apply to (a) any loss, liability, cost, or expense to the extent arising from or relating to the acts or omissions of SELLER, SELLER's agents, contractors, consultants, or representatives, (b) any diminution in value of the Property arising from or relating to matters discovered by PURCHASER during its inspections, and (c) the release or spread of any hazardous substance which is discovered (but not deposited) on or under the Property by PURCHASER. PURCHASER'S obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

8.1 SELLER's Documents. SELLER shall deliver to PURCHASER the following documents and instruments within five (5) days of the Effective Date of this Agreement: any existing title policies, appraisals, copies of any reports or studies (including environmental, engineering, surveys, soil borings and other physical reports) in SELLER'S possession or control with respect to the physical condition of the Property, copies of all permits, authorizations and approvals issued by Governmental Authorities for the Property and any correspondence which discloses claims, allegations or adverse information regarding the Property or SELLER with respect to the Property.

8.2 Title Review. Within thirty (30) days of the Effective Date, Escrow Agent,

as closing agent for the transaction contemplated herein (the "**Closing Agent**") 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. PURCHASER shall examine the Title Commitment and deliver written notice to SELLER no later than ten (10) days prior to the expiration of the Feasibility Period notifying SELLER of any objections PURCHASER has to the condition of title (hereinafter "**PURCHASER'S Title Objections**"). If PURCHASER fails to deliver PURCHASER'S 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 PURCHASER'S Title Objections, then SELLER shall have thirty (30) days to cure and remove the PURCHASER'S Title Objections (hereinafter "**Cure Period**"). In the event that SELLER is unable or unwilling to cure and remove, or cause to be cured and removed, the PURCHASER'S 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 at no cost to PURCHASER, or (ii) accepting the title to the Property as of the time of Closing or (iii) canceling and terminating this Agreement, in which case, any Deposits 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.

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 requirements, exceptions or other matters of title which did not appear in the Title Commitment and were not caused by PURCHASER (including as the result of PURCHASER pursuing the Project Approvals or 419 Approval), then PURCHASER shall have the right to object to such new requirements, exceptions or other matters 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.

8.3 Survey Review. PURCHASER, at PURCHASER'S expense, may 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 matters unacceptable to PURCHASER including but not limited to 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 8.2 concerning title objections.

9. CONDITIONS TO CLOSING.

9.1 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:

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

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

9.1.3 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.

9.1.4 Project Approval Notice. PURCHASER shall have issued the Project Approval Notice to SELLER.

9.1.5. 419 Approval Notice. PURCHASER shall have issued the 419 Approval Notice to SELLER.

9.1.6 Financing. PURCHASER must secure financing, if any, for the Project in time to complete the Project within the timeframe set forth in Section 20 below.

9.1.7 SELLER Covenants. SELLER shall have performed all of its covenants and not be in default of any of its obligations under this Agreement.

9.1.8 Property Condition. There shall have been no adverse change in the physical or environmental condition of the Property or any utility serving the Property since the Effective Date.

9.1.9 Title. The status of title to the Property shall be as required by this Agreement and the Title Company shall be prepared to issue a title policy reflecting the Title Commitment marked up to the satisfaction of PURCHASER insuring the Property in the amount of the Purchase Price subject only to the Permitted Exceptions.

9.2 If any of the Conditions to Closing are not satisfied as of the Closing Date (as may be extended by the Cure Period if applicable), PURCHASER shall have the right, at its sole option, to (i) terminate this Agreement, whereupon the Deposit shall be promptly returned to PURCHASER and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement, (ii) waive such Conditions to Closing and proceed to the Closing, or (iii) extend the Closing Date for such period or periods of

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time as PURCHASER, in its sole discretion, may determine, provided, that the total extension period does not exceed one hundred eighty (180) days. If PURCHASER extends the Closing Date and such Conditions to Closing have not been satisfied prior to such extended date, PURCHASER shall either terminate this Agreement as provided in subsection (i) or waive such Conditions to Closing and proceed to the Closing as provided in subsection (ii).

9.2.1 Notwithstanding the foregoing, if, in PURCHASER's sole discretion, all Conditions to Closing are satisfied on the Closing Date except for PURCHASER's issuance of the 419 Approval Notice, then PURCHASER may elect, by written notice to SELLER, to purchase all of the lots except Lot 419, and all terms of this Agreement shall be modified accordingly, and this Agreement shall continue as to Lot 419 until the earlier of (i) PURCHASER's issuance of the 419 Approval Notice or (ii) one hundred eighty (180) days after the Closing, at which time (x) if PURCHASER has issued the 419 Approval Notice and all Conditions to Closing are satisfied or waived in writing by PURCHASER, PURCHASER shall purchase Lot 419, or (y) this Agreement shall terminate and any remaining Deposit shall be returned to PURCHASER.

9.2.2 Notwithstanding the foregoing, if, in PURCHASER's sole discretion, all Conditions to Closing are satisfied on the Closing Date except for PURCHASER's issuance of the Project Approval Notice, then PURCHASER may elect, by written notice to SELLER, to purchase only Lot 419, and all terms of this Agreement shall be modified accordingly, and this Agreement shall continue as to all other lots (the "**Remaining Lots**") until the earlier of (i) PURCHASER's issuance of the Project Approval Notice or (ii) one hundred eighty (180) days after the Closing, at which time (x) if PURCHASER has issued the Project Approval Notice and all Conditions to Closing are satisfied or waived in writing by PURCHASER, PURCHASER shall purchase the Remaining Lots, or (y) this Agreement shall terminate and any remaining Deposit shall be returned to PURCHASER.

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

10.1 Deed and Authorizing Resolutions. SELLER shall furnish a Special 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, together with such resolutions or other applicable authorizing documents evidencing approval of the transaction by the SELLER's governing body as the Closing Agent and the Title Company may require. The Deed shall contain a fifteen-year deed restriction restricting the dwelling units to fee simple, residential use consistent with the applicable requirements of the Palm Beach County Workforce Housing Program (hereinafter "**PBC WHP**") as provided in Section 21 and as set forth in **Exhibit "D."** The Deed shall also contain a reverter clause as further described in Section 22.2 of this Agreement.

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10.2 SELLER's Affidavits. SELLER shall furnish to PURCHASER an owner's affidavit sufficient to satisfy the Schedule B-1 Requirements and Schedule B-2 "standard exceptions" including but not limited to, attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law, that the SELLER will not record or enter into documents affecting the Property after the last effective date on the Title Commitment, 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.

10.3 Closing Statement. A closing statement setting forth the Purchase Price, 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 SELLER shall also execute and deliver at Closing.

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

10.5 Reverter Agreement. The Reverter Agreement attached hereto as **Exhibit "E."**

10.6 Assignment of Intangible Property. An assignment document evidencing the transfer and assignment of all of SELLER's rights, benefits, and entitlements in, to, and under the personal and intangible property related to the Property in order to develop the Project and sell the homes to be constructed on the lots; provided however that the Parties expressly agree that such assignment shall not include an assignment of SELLER's rights, benefits, and entitlements set forth in this Agreement.

10.7 Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

11. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

11.1 Prorations. Taxes for the Property shall be prorated through the day before Closing. Cash at Closing shall be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes shall be prorated based upon the current year's tax with due allowance made for maximum allowable discount. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an

estimate shall, at request of either party, be readjusted upon receipt of tax bill which discloses an actual difference in the amount of the taxes estimated at Closing that exceeds $1,000.

11.2 Closing Costs. SELLER shall pay for documentary stamps on the Deed, recording the Deed, and any cost associated with curing title. PURCHASER shall pay all other closing expenses. Each party shall be responsible for their respective attorneys' fees.

11.3 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 the 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.

11.4 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.

12. REPRESENTATIONS, COVENANTS AND WARRANTIES. SELLER hereby represents, covenants and warrants to PURCHASER, as of the Effective Date and as of the Closing Date, as follows:

12.1 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.

12.2 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).

12.3 Litigation. There are no actions, suits, proceedings or investigations pending or threatened against SELLER or the Property affecting any portion of the Property, including but not limited to condemnation actions.

12.4 Parties in Possession. There are no parties other than SELLER in possession or with a right to possession of any portion of the Property.

12.5 Acts Affecting Property. From and after the Effective Date, SELLER will refrain from (a) performing any grading, excavation, construction, or making any other change

or improvement upon or about the Property; (b) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Property other than the Permitted Exceptions (including the mortgages, liens, pledges, and other encumbrances existing on the Effective Date) and (c) committing any waste or nuisance upon the Property.

12.6 Contracts. There is no management, employment, service, equipment, supply, maintenance, water, sewer, or other utility or concession agreement with respect to or affecting the Property which will burden the Property or PURCHASER after the Closing in any manner whatsoever.

12.7. Property Condition. To the best of SELLER's knowledge (a) there are no cemeteries, graves, or burial grounds or historic artifacts within the Property, (b) no portion of the Property has been used for a target range, bombing range, or otherwise exposed to ordnance of any kind, whether practice or real, (c) the Property contains no threatened or endangered species or endangered or protected habitats as defined by any governmental entity, and (d) there is no fact or circumstance that would negatively impact (i) any of the Project Approvals or (ii) 419 Approval, or (iii) PURCHASER's ability to construct and sell the Project.

13. DEFAULT. Failure of either Party to strictly comply with any of the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. If either Party fails to cure the default within thirty (30) days of written notice from the other of its default, then this Agreement may be terminated by the non-defaulting party.

13.1 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, SELLER shall be entitled to retain the Deposit, and 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.

13.2 SELLER'S Default. In the event that SELLER fails to fully and timely perform any of its obligations and covenants hereunder or if SELLER is in breach of any representations herein, PURCHASER may, at its option declare SELLER in default under this Agreement in which event PURCHASER may either (i) terminate this Agreement and receive back its Deposit, at which point neither party shall have any further rights hereunder; or (ii) pursue specific performance of this Agreement.

13.3 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 thirty (30) 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.

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If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

13.4 Additional Default. The provisions of this Section 13 shall be considered in addition to any other provisions concerning default contained in this Agreement.

13.5 Survival. The provisions of this Section 13 shall survive the termination of this Agreement.

14. 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: Daniel Dugger, Interim Executive Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

With a copy to: Kenneth Dodge, Esquire
Lewis, Longman & Walker, P.A.
360 S. Rosemary Avenue
West Palm Beach, FL 33401

If to Escrow Agent: CalAtlantic National Title Solutions
5505 Waterford District Drive, 5th Floor
Miami, FL 33126
Attention: Melinda A. Price, Esq.
E-mail: Melinda.Price@Calatl.com

If to PURCHASER: LENNAR HOMES, LLC
3931 RCA Boulevard, Suite 3105
Palm Beach Gardens, Florida 33410
Telephone No.: (305) 609-2528
Attn: Brad Miller
E-Mail: brad.miller@lennar.com and
anna.meyers@lennar.com

Copy To: LAWTON WHITEMAN LAW
102 NE 1st Avenue, Suite 200
Delray Beach, Florida 33444
Telephone No.: (305) 336-6308
Attn: Anthony Vernace, Esquire
E-Mail: anthony.vernace@lawtonwhiteman.com and
marissa.shulman@lawtonwhiteman.com

15. 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. It is understood, however, that SELLER may assign its interest to the City of Boynton Beach without the prior written consent of PURCHASER. This Agreement may be freely assigned by PURCHASER to a wholly owned or controlled assignee of PURCHASER, and thereafter PURCHASER'S assignee shall be obligated to close the transaction contemplated herein as if such assignee were the original party to this Agreement.

16. RISK OF LOSS. In the event the condition of the Property, or any part thereof, is materially altered by an act of God or other natural force beyond the control of SELLER, PURCHASER may elect, as its sole option, to terminate this Agreement and receive a refund of the Deposit and the parties shall have no further obligations under this agreement, or PURCHASER may accept the Property without any reduction in the value of the Property. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, SELLER shall promptly notify PURCHASER and PURCHASER shall thereafter have the right and option to terminate this Agreement by giving SELLER written notice of PURCHASER's election to terminate within fifteen (15) days after receipt by PURCHASER of the notice from SELLER. SELLER hereby agrees to furnish PURCHASER with written notice of a proposed condemnation within two (2) business days after SELLER's receipt of such notification. Should PURCHASER terminate this Agreement, the Deposit shall immediately be returned to PURCHASER and thereafter the Parties shall be released from their respective obligations and liabilities hereunder. Should PURCHASER elect not to terminate, the Parties hereto shall proceed to Closing and SELLER shall assign all of its right, title and interest in all awards in connection with such taking to PURCHASER.

17. BROKER FEES. The Parties hereby confirm that neither of them has dealt with any broker in connection with the transaction contemplated by this Agreement. Each Party shall indemnify, defend and hold harmless the other Party 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 either Party or on its behalf with any broker or finder in connection with this Agreement. However, regardless of the nature of the claim, SELLER'S indemnification

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obligations shall not exceed the statutory limits provided within Section 768.28, Florida Statutes, and SELLER does not otherwise waive its sovereign immunity rights. The provisions of this Section shall survive Closing or termination of this Agreement.

18. ENVIRONMENTAL CONDITIONS**.** 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.

19. DEVELOPMENT AND SALE OF THE PROPERTY.

19.1 SELLER and PURCHASER acknowledge that the Property is being sold to PURCHASER for the sole purpose of developing of the Project, and that failure to develop the Project as set forth in this Agreement shall be considered a default and breach of this Agreement. Development of the Project shall be deemed complete when PURCHASER has obtained a certificate of occupancy or temporary certificate of occupancy on each lot acquired by PURCHASER under this Agreement.

19.2 Following the Effective Date, in connection with the Remaining Lots, PURCHASER shall use good faith efforts to initiate, pursue, and obtain all final, non-appealable approvals, permits, agreements and consents for the Project, as determined to be necessary and/or appropriate by PURCHASER to develop and sell the Project in accordance with the requirements of this Agreement (collectively, the "**Project Approvals,**" which includes the Initial Project Approvals set forth in Section 20.2 of this Agreement.), so that upon PURCHASER's obtaining all of the Project Approvals, PURCHASER will be able to obtain building permits, and upon completion of construction, PURCHASER will be able to obtain certificates of occupancy. Within ten (10) days of having obtained all of the Project Approvals in accordance with this Section (with all appeal periods having expired and no appeals having been filed), PURCHASER shall deliver written notice thereof to SELLER (the "**Project Approval Notice**"). If at any time prior to the Closing, PURCHASER reasonably determines that the Project Approvals are not obtainable in form and substance satisfactory to PURCHASER or PURCHASER is otherwise dissatisfied with the status or prospects of obtaining the Project Approvals, then PURCHASER may terminate this Agreement, whereupon the Deposit shall be promptly returned to PURCHASER and neither Party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement.

19.3 Following the Effective Date, in connection with the lot located at 419 N. Seacrest Boulevard, Boynton Beach, FL 33435 ("**Lot 419**"), PURCHASER shall use good faith efforts to initiate, pursue and obtain all final, non-appealable approvals, permits, agreements and consents, necessary for the Project as it relates to Lot 419, including but not limited to those items necessary to divide such lot into two (2) lots and accommodate the Columbus Plan, defined below (with all appeal periods having expired and no appeals having been filed, collectively, the "**419 Approval**") so that upon PURCHASER's obtaining the 419 Approval, PURCHASER will be able

to obtain building permits, and upon completion of construction, PURCHASER will be able to obtain certificates of occupancy. Within ten (10) days of having obtained the 419 Approval in accordance with this Section (with all appeal periods having expired and no appeals having been filed), PURCHASER shall deliver written notice thereof to SELLER (the "**419 Approval Notice**"). Notwithstanding the foregoing, in the event that two Columbus Plan units cannot be located on Lot 419 without a rezoning, PURCHASER shall have no obligation to seek a rezoning and may, by providing written notice to SELLER, elect to decline to issue the 419 Approval Notice and decline to close on Lot 419.

19.4 The SELLER will cooperate with the PURCHASER with regard to signing and processing any applications and forms required by the City of Boynton Beach, Florida (hereinafter the "**City**") or other authorities having jurisdiction over the Property to obtain development approvals, the Project Approvals, 419 Approval, and such other design and construction documents as may be reasonably required by PURCHASER to permit the Project to be constructed, sold and operated. The PURCHASER will be responsible for all costs associated with the formulation of the Project's design and construction documents as well any and all applicable permit fees associated with the Project.

20. PROJECT REQUIREMENTS. PURCHASER shall complete the Project as follows:

20.1 PURCHASER shall construct for sale, a single family, detached dwelling unit on each lot it acquires, as follows:

20.1.1 Six dwelling units shall consist of three (3) bedrooms, two (2) bathrooms, a single story, approximately 1,504 square feet, a two (2) car garage, appliances, hurricane impact windows, an 8' 8" by 9' 4" lanai, and be otherwise consistent with the Belmont Plan (with exterior façade finish "Style B") as depicted and described in Composite Exhibit "B." Five of these dwelling units shall be sold in accordance with Moderate 1 Income category of the PBC WHP and one shall be sold in accordance with the Low Income category of the PBC WHP.

20.1.2 Three dwelling units shall consist of four (4) bedrooms, 2.5 bathrooms, two stories, approximately 1,880 square feet under air and 2,344 total square feet, a two (2) car garage, appliances, hurricane impact windows, an 8' 8" by 9' 4" lanai, and be otherwise consistent with the Columbus Plan as depicted and described in Composite Exhibit "B" (the "**Columbus Plan**"). These dwelling units shall be located at 523 NW 3rd Avenue (which shall have an exterior façade finish "Style B" as shown in Composite Exhibit "B"), and 419 N. Seacrest Boulevard (which shall be split into two (2) lots as further described below, and shall ultimately contain two dwelling units, one of which shall have exterior façade finish of "Style A" and one of which shall have exterior façade finish of "Style B," as shown in Composite Exhibit "B."). Each of these three dwelling units shall be sold in accordance with Moderate 2 Income category of the PBC

WHP.

20.2 PURCHASER shall use good faith efforts to apply for and obtain the items below, each of which may be referred to as a **" Initial Project Approval**" and which are collectively referred to herein as the "**Initial Project Approvals**." PURCHASER shall apply for the Initial Project Approvals within 2 months of the date of the Notice to Proceed (the "**Application Deadline")**, and may be granted one 30-day extension ("**Extension Period")** by the Executive Director, if requested by PURCHASER. If any delay in applying for the Initial Project Approvals is caused by SELLER'S actions or inactions or Force Majeure (as defined below), the Application Deadline shall toll for the same amount of time as the delay or Force Majeure, as applicable. If PURCHASER fails to apply for the Initial Project Approvals by the end of the Application Deadline, as may be extended, SELLER may provide written notice to PURCHASER of same and PURCHASER shall have fifteen (15) additional days to apply for the Initial Project Approvals before such action constitutes a default under this Agreement. The Initial Project Approvals are:

20.2.1 Approval to divide the lots located at 135 NE 3rd Avenue, Boynton Beach, FL 33435, and 507 NW 12th Avenue, Boynton Beach, FL 33435 each into two lots;

20.2.2 Approval to divide Lot 419 into two lots (so long as no rezoning is required to divide Lot 419 or develop it with two Columbus Plan residential units); and

20.3 PURCHASER shall obtain temporary or permanent Certificates of Occupancy within seven (7) months after Closing. PURCHASER may request one (1) sixty-day extension of this requirement, which may be approved by the SELLER's Executive Director, which approval shall not be unreasonably withheld.

20.4 Without limiting PURCHASER's rights elsewhere in this Agreement, in the event that PURCHASER is unable, after good faith efforts, to secure one or more Initial Project Approvals, the Parties intend to enter into a good faith negotiation to determine whether the particular property affected by the relevant Initial Project Approval should be excluded from the Closing, should ultimately contain one unit instead of two units, or should be the subject of such other option as may be mutually agreed upon by the Parties. If the particular property is excluded from the Closing or ultimately contains one unit instead of two units, the Parties agree that PURCHASER would be entitled to a reduction of, or a credit to, the Purchase Price, which the Parties intend to negotiate in good faith based on PURCHASER's original proposals to SELLER attached hereto as Composite Exhibit "B" and Exhibit "C".

20.5 Provision of a Builder's Warranty for a period of one (1) year for each housing unit completed and sold substantially in the form attached as **Exhibit "F"**. The one (1) year warranty period shall commence at time of closing for each dwelling unit.

20.6 PURCHASER shall provide a written report once every three months until the construction completion and the issuance of the last Certification of Occupancy for the Project. These reports shall be presented to the SELLER's Board (with or without PURCHASER'S participation) at the next regularly scheduled public meeting. Such presentation and written reports shall include photographs and an update on the progress of obtaining zoning, site plan, land development, and, building permit approvals, status of construction, compliance with any deadlines, terms, and provisions of this Agreement, including but not limited to income eligibility documents, sales contracts, closing documents evidencing the prospective buyers are within the required Palm Beach County Area Median Income ("**PBC AMI**"), and such other information reasonably requested by the SELLER to determine compliance with this Agreement. PURCHASER agrees to promptly reply to any inquiries of the SELLER's Board concerning the progress of the Project, and, upon at least 14 days' written notice from SELLER's Executive Director, attend a meeting of SELLER's Board to provide a presentation to SELLER's Board concerning same. PURCHASER agrees to provide SELLER with copies of any progress, monitoring, or other similar reports supplied to Palm Beach County regarding the Project.

20.7 Driveways for each dwelling unit shall consist of concrete with Fibermesh.

20.8 Landscaping for the Project shall utilize Bahia Sod and native plants.

20.9 Each dwelling unit shall have garage sconces for exterior lighting.

20.10 For each lot, PURCHASER shall give first resident to whom PURCHASER intends to sell the lot the option to have PURCHASER install fencing at no additional charge and shall honor the selection of such resident. If PURCHASER installs fencing, such fencing shall be six (6) foot PVC privacy fencing.

20.11 PURCHASER commits to making reasonable and good faith efforts to prioritize the use and hiring of qualified, licensed, insured and bondable local contractors and sub-contractors, provided the local contractors and sub-contractors meet the PURCHASER's insurance requirements, enter into PURCHASER's typical contractor agreements and meet all other reasonable qualification criteria. Local contractors and sub-contractors are defined as those contractors having a City of Boynton Beach Business Tax Receipt, having a business address within the boundary limits of the City of Boynton Beach, and meeting all of the requirements to legally perform prescribed work within the City of Boynton Beach and Palm Beach County during construction of the Project. These efforts will include, but are not limited to, providing public notice within the CRA area of available contracts and positions.

20.12 Upon commencement of construction of the first dwelling unit, PURCHASER shall hold a groundbreaking ceremony and shall invite the SELLER's Board to be in attendance at the ceremony.

21. INCOME QUALIFICATION PROCESS, PBC RESTRICTIVE COVENANT AND PROCESS FOR SALE TO PROSPECTIVE HOMEOWNERS. The sale and resale price of each unit shall be in

accordance with the PBC WHP. Each residential unit will be encumbered by a restrictive covenant in the form required by PBC WHP, as agreed by the Parties prior to the expiration of the Feasibility Period. The targeted prospective buyers for the Project are the Low Income to Moderate 2 Income categories (60% to 120% PBC AMI) and SELLER and PURCHASER intend for the Project to be developed, constructed, and priced to sell to one Belmont dwelling unit at the Low Income Category, five Belmont dwelling units at the Moderate 1 Income Category, and three Columbus dwelling units at the Moderate 2 Income Category.

21.1 PURCHASER shall coordinate with Palm Beach County ("**PBC**") for the income qualification process for all dwelling units within the Project.

21.2 PURCHASER, in coordination with SELLER, will market houses to Boynton Beach residents for at least 30 days prior to marketing to non-Boynton Beach residents.

21.3 PURCHASER shall notify the SELLER in writing a minimum of 45 (forty-five) days prior to when income qualification applications will be accepted by PBC and when the sale of the units will be provided to the general public.

21.4 PURCHASER shall utilize a lottery process to select the income certified prospective buyers.

21.5 PURCHASER shall use good faith efforts to sell each house to a third party in accordance with the terms of this Agreement; provided however that SELLER acknowledges that PURCHASER'S failure to sell all of the houses to third parties after such good faith efforts shall not be a default under this Agreement.

22. PURCHASER POST CLOSING DEFAULT.

22.1 PURCHASER Obligations and Notice. If PURCHASER fails to close or is in default under the Agreement prior to Closing, then it shall be a default hereunder and treated as provided in Section 13.1, above. If PURCHASER is in default under this Agreement subsequent to Closing, for failure to complete the Project as set forth in this Agreement or failure to include a restrictive covenant in the Deed in the form required by this Agreement, and if SELLER exercises its right of reverter as set forth in this Agreement and the Reverter Agreement is delivered at Closing, SELLER shall have as a remedy, in addition to any other available legal remedies (except that SELLER hereby waives the right to pursue special, consequential, incidental, speculative or punitive damages), the right to revert the Property or any combination of the lots comprising the Property to SELLER's ownership. SELLER's right to revert shall be at SELLER's option and in SELLER's sole and absolute discretion. PURCHASER and SELLER shall execute the Reverter Agreement attached hereto as Exhibit "E," and this Section 22 shall survive closing and the termination of the Agreement.

22.2 Reverter Clause and Repurchase. The Special Warranty Deed for each lot shall contain a reverter clause, which shall be agreed to by the Parties prior to the expiration of the Feasibility Period and be consistent with the Reverter Agreement, that shall run with the Property with a reversionary interest and right to repurchase in favor of SELLER upon occurrence of one of the following:

(1) The failure of PURCHASER to commence construction on any of the dwelling units of the Project within seven (7) months after Closing.

(2) The failure of PURCHASER to complete the Project in compliance with this Agreement.

(3) PURCHASER fails to include a restrictive covenant in any deed conveying any portion of the Project in the form required by PBC WHP, as agreed by the Parties prior to the expiration of the Feasibility Period.

(4) PURCHASER fails to sell a dwelling unit on all lots within the Project within seven (7) years after the Effective Date.

If SELLER intends to elect a right of reversion, SELLER shall provide written notice to PURCHASER of such election (the "**Reversion Notice**") and PURCHASER shall have sixty (60) days to cure such claimed breach, unless a longer cure period is approved by SELLER or its designee. If such claimed breach is not cured, the Property shall be reverted as set forth in the Reverter Agreement delivered at Closing. The reverter clause shall automatically terminate as to each lot when it has been sold to a third party with a dwelling unit constructed thereon.

23. MISCELLANEOUS.

23.1 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 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 Court of Florida.

23.2 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. Notwithstanding any provision contained in this Agreement to the contrary, PURCHASER shall not be obligated to make any payment hereunder, including, without limitation, payment of any portion of the Deposit, nor shall PURCHASER be obligated to close on the purchase of the Property under this Agreement, at any time during the last five (5) business days of the months of February, May, August, or November (each, a "**Blackout Period**"). Any payment that would otherwise be due during a Blackout Period shall be due and payable on the third (3rd) business day after the applicable Blackout Period. Any date set forth for the Closing that would occur during any Blackout Period shall occur on the third (3rd) business day after the applicable Blackout Period.

23.3 Waiver. Neither the failure of a party to insist upon 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.

23.4 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.

23.5 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.

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

23.7 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

PURCHASER's Initials: _____
SELLER's Initials: _____

brought by either Party against the other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

23.8 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.

23.9 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.

23.10 No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County, Florida without the prior approval of both Parties.

23.11 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 Deed and PURCHASER'S possession of the Property.

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

23.13 Exhibits; Conflict Between Documents. All Exhibits are hereby incorporated herein as if fully set forth. Unless otherwise specifically stated, in the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms of this Agreement shall supersede the terms in such exhibit.

23.14 Termination. The obligations of PURCHASER and SELLER shall terminate upon the earlier of (i) the Completion of the Project consistent with the requirements in this Agreement, including the sale of the single-family homes consistent with Section 21 of this Agreement, or (ii) an event of default as defined herein, subject to the requirements of Sections 13 and 22.

23.15 Public Records. SELLER is a public agency subject to Chapter 119, Florida Statutes. The PURCHASER shall comply with Florida's Public Records Law. Specifically, the PURCHASER shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the SELLER in connection with this Agreement;

(2) Provide the public with access to such public records on the same terms and conditions that the SELLER would provide the records and at a cost that does not exceed that

provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

(3) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(4) Meet all requirements for retaining and providing public records and transfer to the SELLER, at no cost, all public records in possession of the PURCHASER upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the SELLER in a format that is compatible with the information technology systems of the SELLER.

IF PURCHASER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PURCHASER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 100 E. Ocean Avenue, Boynton Beach, Florida 33435; or CityClerk@bbfl.us.

SELLER shall, upon request, provide guidance to PURCHASER as to the public records keeping and reporting duties that are imposed upon PURCHASER as provided above and shall take all steps reasonably required to assist PURCHASER in not violating them. The failure of PURCHASER to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement. If PURCHASER fails to cure the default within seven (7) days' notice from the SELLER, the SELLER may terminate the Agreement.

23.16 Force Majeure. If a Party (the "**Hindered Party**") shall be delayed or hindered in or prevented from the performance of any act required in this Agreement by reason of Force Majeure, then the period for the performance of any such act shall be extended day for day during the period of delay, hindrance, or prevention (the "**Force Majeure Delay Period**"). For purposes hereof, "Force Majeure" means a delay or failure caused by an Excusable Delay, as defined in this Section, which is not the fault of the Hindered Party and is beyond the reasonable control of the Hindered Party. A Hindered Party shall give to the other Party written notice of the Hindered Party's awareness of a Force Majeure event as soon as reasonably practicable after the end of the calendar month in which the Hindered Party actually becomes aware of such occurrence. Such notice shall include the reason for the stoppage and the time of commencement of the Excusable Delay and, if known or within a reasonable time after when known, the time of termination of any such Excusable Delay. "Excusable Delay" consists of unforeseeable acts of God, fire, flood, earthquake, , hurricane, strike, lock outs, civil riots, declared state of emergency or public health emergency, pandemic (including COVID-19) as defined by the WHO or other Authorities, government mandated quarantine or travel bans, government mandated closures, or other reasons beyond the control of the Hindered Party, the closing of government buildings, airports, harbors, railroads or pipelines, or other infrastructure due to worldwide, regional, state, or local pandemic or epidemic or other health related event

disruptions, supply chain disruptions, delay or general unavailability of equipment, labor, or materials that could not be anticipated by the Hindered Party, delay or unavailability of utilities or governmental approvals if not due to the delay or inactivity of the Hindered Party, action or inaction by the any of the Authorities or any "stop work order" if not due to the delay or inactivity of the Hindered Party, design flaws or other mistakes by third party surveyors/architects, or other actions of third parties (but not including financial inability) which, despite the reasonable due diligence, the Hindered Party, is unable to prevent, avoid or remove. Notwithstanding the foregoing, no Force Majeure Delay Period shall exceed one hundred eighty (180) days.

SIGNATURES APPEAR ON FOLLOWING PAGES

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

PURCHASER:	**SELLER:**
LENNAR HOMES, LLC, a Florida limited liability company	BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
_____	_____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form and legal sufficiency:_____
CRA Attorney

PURCHASER's Initials: _____
SELLER's Initials: _____

EXHIBIT "A"
Property Description

The Property consists of Lot 419 and the Remaining Lots, as further described below.

Lot 419:

419 N. Seacrest Blvd, Boynton Beach, FL 33435 (PCN 08-43-45-21-07-001-1450)

Remaining Lots:

407 NE1st Street, Boynton Beach, FL 33435 (PCN 08-43-45-21-30-002-0231)

524 NW 3rd Street, Boynton Beach, FL 33435 (PCN 08-43-45-21-16-000-0150)

Lot 348 NW 11th Avenue, Boynton Beach, FL 33435 (PCN 08-43-45-21-14-000-3480)

135 NE 3rd Avenue, Boynton Beach, FL 33435 (PCN 08-43-45-21-30-002-0210)

507 NW 12th Avenue, Boynton Beach, FL 33435 (PCN 08-43-45-21-14-000-4360)

EXHIBIT “B”
PURCHASER’S Proposal for Invitation to Negotiate for the Development of
Affordable/Workforce Infill Housing dated February 10, 2026
and Revised Proposal dated April 23, 2026

February 10th, 2026

Timothy Tack
Assistant Director
Boynton Beach CRA
100 East Ocean Avenue 4th Floor
Boynton Beach, FL 33435

RE: Lennar Homes, LLC ("Lennar) Proposal for "Invitation to Negotiate for the Development of Affordable/Workforce Infill Housing (the "ITN")

To Whom It May Concern:

On behalf of Lennar's Palm Atlantic Division, we are pleased to submit the enclosed response to the City of Boynton Beach Community Redevelopment Agency's Invitation to Negotiate (ITN) for workforce housing. As communities across Florida continue to face a shortage of attainable housing, particularly for workforce households, Lennar appreciates the CRA's proactive efforts to address this critical need and support long-term community stability.

If selected as the developer under this ITN, Lennar would be proud to deliver a high-quality, for-sale residential community that aligns with the CRA's workforce housing objectives and complies with all applicable standards and requirements. This cover letter provides a brief overview of Lennar and outlines why this opportunity is a strong fit based on Lennar's local experience, development expertise, and commitment to community impact.

Please refer to Required Forms, attached hereto, for the additional information requested as part of the ITN submission. This letter also serves as Lennar's confirmation that the enclosed response satisfies all minimum qualifications and requirements outlined in the ITN.

Lennar appreciates the opportunity to respond to this ITN and looks forward to the possibility of partnering with the City of Boynton Beach CRA to deliver a thoughtfully planned workforce housing community that will serve residents for generations to come.

Sincerely,



Brad Miller

Division Manager- Palm Atlantic

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Qualifications & Background

Who We Are

Founded in 1954 in the State of Florida, Lennar is one of the nation's largest and most experienced builders of quality homes, serving a broad range of generations and demographics through the development of affordable, move-up, and active adult communities. Lennar has been in continuous operation for over 70 years and has been publicly traded on the New York Stock Exchange since 1972.

Lennar's success is rooted in its core principles of quality, value, and integrity, which guide its approach to community development, corporate governance, and customer satisfaction. A key strength of the company is the stability and depth of its leadership team, with an average senior leadership tenure exceeding 30 years, providing disciplined execution through multiple real estate cycles.

Commitment to Community

Lennar is deeply committed to giving back to the communities in which it builds. Established in 1989, the Lennar Foundation supports initiatives focused on at-risk children, medical research, education, and community development. Lennar allocates $1,000 per home delivered to the Foundation to support its Focused Acts of Caring and grant programs.

In 2025, Lennar delivered 82,583 homes nationwide and contributed approximately $80 million to the Lennar Foundation. In 2026, Lennar again anticipates Foundation contributions to exceed $80 million, underscoring Lennar's long-term commitment to meaningful community investment.

Why We Are Right For This Project

Lennar has the experience and capability to plan and execute an exceptional community in this location. A partnership with Lennar will not only accomplish the City's goal of providing workforce housing but will provide much-needed housing options that will aid in the revitalization of the Boynton Beach area.

Each home has been carefully engineered to allow it to be built as efficiently as possible without sacrificing quality. This, in conjunction with Lennar's national buying power, would allow Lennar to build these homes at a cost point that supports long-term cost efficiency and overall value for future homeowners.

As a volume production builder, Lennar's focus is to construct and bring homes to market as soon as possible. At the end of Lennar's fiscal year ending in Nov 2025, Lennar had $3.4 Billion of cash on hand and no outstanding balance on its credit facility of $3.1 Billion. Our stable capital position allows us financial flexibility to build without the need for 3rd party financing. Lennar intends to self-finance the construction of all homes in this community.

Palm Atlantic also has extensive experience building residential communities in the Palm Beach County area, with multiple active communities in the Delray area. The Palm Atlantic Division is on pace to hundreds of new homes in Palm Beach County this year alone. As such we have a trade base already in place that is ready, willing, and able to begin work on this community. If selected as the developer for this ITN, Lennar is committed to obtaining all permits and, upon the receipt of permits, beginning construction immediately.

Proposed Use of the Site

Proposed Community

Lennar proposes subdividing 2 of the 5 parcels that make up the Subject Property into 7 homesites. Each of these homesites could accommodate a 30' wide home, to allow for a consistent sales process the same home would be built on each of the 7 homesites. This home provides a spacious floor plan, and multiple elevations would be constructed to allow for diversity among nearby homesites. The relevant specifications for each home are summarized below:

- Proposed Plan
  - 1,504 square feet
  - 3 Bedroom, 2 Bath
  - 2 car garage

Floorplans for the homes are attached **Exhibit A** and elevations for each home are attached **Exhibit B**.

As discussed above, Lennar's planned homes have been carefully engineered to allow construction to be as efficient as possible from a cost perspective, without sacrificing quality. Each home would include energy efficient appliances, including Refrigerator, Washer and Dryer, impact windows, and a paver driveway.

Proposed Completion Time

Please note that Lennar will require that the Project Agreement allow for a reasonable due diligence period (60-90 days). The Project Agreement would also need to be subject to approval of the project by Lennar's Corporate Investment Committee ("CIC Approval"). This review will take place prior to the expiration of the due diligence period.

Following due diligence, Lenner would pursue a lot split on the two oversized homesites. Lennar anticipates this process may take 4 months. After the approval of the split, Lennar would be solely responsible for obtaining building permits for all homes. If acceptable to the City, Lennar is willing to submit building permit application to the City's Building Department for review while working to obtain lot split approval. This will allow construction to begin shortly after all Approvals are obtained. Please note that Lennar is not seeking relief from any permit or impact fees.

Once Lennar has building permits in hand, it will start construction on at least 4 homes a month. If Lennar will have Building Permits within 30 days after all Approvals are granted, then construction on all homes will have started by the 3rd month after all Approvals are granted. These homes generally take about four (4) months to build from the start of construction to receipt of a Certificate of Occupancy. Accordingly, all 7 homes would have a Certificate of Occupancy within 7 months after all Approvals are granted.

A construction schedule reflecting the timeline proposed above is attached as **Exhibit C**.

Acquisition Terms:

Lennar proposes acquiring the Subject Property for a total purchase price of $350,000. Closing shall occur following the City's approval of the proposed homesite split on the two parcels to be subdivided. All deposit requirements, due diligence periods, and additional transactional terms are further detailed in the **Letter of Interest**, which is included as part of this submission.

Please note that Lennar is flexible on the closing timing of this acquisition given size of the total development and that select parcels are ready to build.

Deed Restriction:

All homes will remain affordable for a period of no less than 15 years with a deed restriction commencing from the date of closing transferring ownership from Lennar to the first purchaser of the developed homesite.

Sales:

The proposed sales process will mirror the established and successful procedures utilized within the Palm Beach County Workforce Housing Program (WHP). Due to the anticipated demand for workforce housing units, a lottery-based selection process will be implemented to ensure fairness, transparency, and compliance with WHP requirements. Interested purchasers will be required to obtain eligibility approval through the Palm Beach County WHP program and submit all required documentation prior to being entered into the lottery, including verification of income eligibility, proof of funds for required deposits, and completion of a formal lottery application. Applications will be accepted during a defined submission period, after which eligible applicants will be randomly selected. Selected buyers will be notified and provided with a limited timeframe to execute purchase agreements and submit deposits, with alternate applicants maintained in the event selected buyers do not proceed.

To further support local workforce housing goals, the Division will coordinate with the Community Redevelopment Agency (CRA), Boynton Beach SHIP, and City staff to prioritize outreach and marketing efforts toward Boynton Beach residents prior to expanding marketing to the broader countywide applicant pool. Public outreach may include informational sessions, digital and print marketing, and coordination with local employers and community organizations. This targeted approach ensures local residents are provided with early access to homeownership opportunities while maintaining compliance with County WHP program requirements and promoting equitable access to available units.

Lennar Palm Atlantic Projects:

Lennar's Palm Atlantic Division serves as the lead developer for the majority of its new communities. Recently, Lennar has entitled and developed the following communities:

- **Delray Trails** is a 55+ active adult, resort-style master planned community developed exclusively by Lennar in Delray Beach, Florida. The community features 415 brand- new single family and duplex villa homes (site plan illustrated on **Exhibit D**) and offers extensive amenities including clubhouse, pool, tennis courts, fitness center, and walking trails further described in **Exhibit E**. Construction of homes began in April of 2023. To date, 366 homes have been sold in this community.

  Address: 5832 Shining Sea Ct, Delray Beach, FL 33484

- **Lakeshore at the Fountains** is a 192-home community located in Lake Worth. Lennar completed all of the entitlements and is the only developer. Construction of homes began in March of 2023. To date, all 192 homes have been sold. These townhomes feature at least 3 bedrooms each with a minimum of one car garages, as depicted on **Exhibit F**.

  Address: 6875 Grand Marsh Ct, Lake Worth Beach, FL 33467

- **Whitmore Estates** is a 166-home, a master planned community located in Lake Worth. The property was fully entitled and developed by Lennar. This community features large estate homes in Western Palm Beach County with homesites up to 3 acres, site plan shown on **Exhibit G**. Construction of homes started in May 2025. To date, 24 homes have been sold. This community includes homes ranging from 2,974 square feet to 6,698 square feet, examples represented in **Exhibit H**.

  Address: 10110 Ruidoso Road, Lake Worth Beach, FL 33449

City of Cocoa Workforce Housing Project

Lennar is currently engaged in a comprehensive public–private partnership with the City of Cocoa to deliver a 32-unit affordable and workforce housing development on City-owned infill parcels located east of I-95 and south of SR-520. This initiative was awarded through a competitive RFP process in 2024 and is governed by a fully executed Development Agreement, which mandates that all homes be sold to purchasers earning no more than 120% of the Area Median Income, with final pricing remaining within the HUD HOME program's affordability thresholds. The project consists of 30 16-foot wide single-family homes (detailed on **Exhibit I**) constructed on split homesites and two 30' homes on 50-foot homesites, reflecting a targeted land-use strategy designed to expand attainable homeownership opportunities within the City. The conceptual site plan for this site is illustrated in **Exhibit J**.

On January 16, 2026, the City of Cocoa formally commenced construction activities for the development, emphasizing the project's role in strengthening the local workforce housing supply for essential community personnel, including educators, public safety officers, nurses, and other moderate-income professionals. Municipal leadership noted that the initiative reinforces the City's broader housing strategy by facilitating access to stable, owner-occupied homes in proximity to major employment centers. This groundbreaking event further demonstrated the effectiveness of the collaborative framework between Lennar and the City, highlighting the alignment of public policy goals with private-sector execution capacity in delivering sustainable, equity-focused residential communities. The news article for this event is included in **Exhibit K.**

Address: 370 Mango Ave, Cocoa, FL 32922

Key Personnel:

The Key Personnel proposed for this project represents a highly experienced, integrated team that has successfully worked together on a number of significant residential developments throughout Florida, including Whitmore Estates, Delray Trails, Cocoa Small Homes, Arden, Lakeshore at The Fountains and numerous other large-scale communities and workforce housing communities. This shared project history has fostered strong collaboration across all phases of development, including entitlements, land development, infrastructure delivery, municipal coordination, and vertical execution. The continuity and depth of experience among this team enable Lennar to apply proven processes, disciplined decision-making, and consistent standards, positioning the project for efficient delivery and long-term success in alignment with the City of Boynton Beach CRA's workforce housing objectives.

Key Personnel Titles and Service at Lennar:

Mike Meyers:

- Division President of Palm Atlantic – 6 Years 7 Months at Lennar

Brad Miller:

- Division Manager – 12 Years 8 Months at Lennar

Scott Harala:

- VP of Operations – 10 Years 2 Months at Lennar

Mark Welcon:

- VP of Purchasing – 7 Year 9 Months at Lennar

Brad Kodanaz:

- Director of Construction – 11 Years 7 Months at Lennar

Anna Meyers:

- Director of Land Acquisition – 5 Years 6 Months at Lennar

Rafael Nelson:

- Land Acquisition Manager – 2 Years at Lennar

Sam Goldberg:

- Land Acquisition Manager – 2 Years 3 Months at Lennar

Development Trade Partners:

Team Qualifications:

Contractor:

Lennar intends to self-perform all general contractor functions for this project. All work will be performed under the following license number: CGC1526578.

Environmental, Ecological and Geotechnical Analysis: ECS Florida

ECS Limited, founded in 1988, is a nationally recognized, employee-owned engineering consulting firm providing geotechnical, construction materials, environmental, and facilities consulting services through more than 100 offices nationwide and a staff of over 3,000 professionals. ECS is consistently ranked among the nation's top consulting firms, including #66 on Engineering News-Record's 2025 Top 500 Design Firms, #148 on ENR's 2025 Top 200 Environmental Firms, and #50 on Zweig Group's 2025 Hot Firm List. For this project, ECS will provide geotechnical services, ecological services, and environmental analysis.

These services will be led by Alex Chatham, Florida Environmental Branch Manager and Environmental Manager at ECS, who has over 25 years of experience in environmental management and project leadership. Mr. Chatham has held senior leadership roles with multiple nationally recognized environmental consulting firms and has a Bachelor of Science in Civil Engineering from the University of Florida, providing extensive technical expertise and regulatory knowledge relevant to complex development projects.

Surveying & Platting: Caulfield & Wheeler, Inc.

Caulfield & Wheeler, Inc., founded in 1982, is a full-service civil engineering, planning, land surveying, and landscape architecture firm serving Southeast Florida with more than 80 years of combined principal experience. The firm has supported major private and public sector projects across Broward, Miami-Dade, Palm Beach, Martin, and St. Lucie Counties, including DRIs, municipal facilities, mixed-use developments, and residential communities. For this project, Caulfield & Wheeler, Inc. will provide civil engineering, land surveying, and landscape architecture services, including infrastructure design, permitting, stormwater management, roadway and utility design, and site planning.

These services will be led by David P. Lindley, Senior Vice President and Director of Surveying, who brings nearly 40 years of experience in surveying, project management, and technical oversight, supporting large-scale infrastructure and land development projects throughout Southeast Florida.

Potential Trade Partners:

This list identifies trade partners with whom Lennar has previously performed work in Palm Beach County, including the City of Boynton Beach. These firms have experience working within the local regulatory environment and in coordination with municipal agencies. Subject to final scope, availability, and procurement requirements, Lennar would consider utilizing these qualified trade partners for the proposed Boynton Beach Community Redevelopment Agency Workforce Housing Program community.

- ABC Drywall
- Action Roofing Services LLC
- Alpha Door & Hardware Inc.
- Builders Specialty Contractors
- Cast-Crete USA Inc
- Caulfield & Wheeler Inc
- Cemex Construction Materials
- Classic Cultured Marble Inc
- Costain Cable Construction Inc
- CSCI LLC
- Distinctive Kitchens & Baths
- Dixie Landscape LLC
- Eagle Lighting Distributors
- Ecosmart Cleaning
- Excel Equipment 1 LLC
- Florida Windows & Doors Inc
- Four Seasons Landscape Nursery
- Gale Insulation Inc
- General Stair Corporation
- GMS Strategic Solutions Inc
- Heritage Carpet and Tile LLC
- Home Team Pest Defense Inc.
- Jones Lumber
- Lindstrom Air Conditioning Inc
- NCT Painting Services Inc.
- Nutting Engineers of Florida
- Path Light Pro
- Red Line Electrical Services
- Ridgeway Plumbing Inc
- Signature design Paving Corp
- Southern Truss Companies Inc
- Vortex Construction Group LLC

Certificate of Good Standing:

State of Florida
Department of State

I certify from the records of this office that LENNAR HOMES, LLC is a limited liability company organized under the laws of the State of Florida, filed on November 30, 2006, effective January 18, 1954.

The document number of this limited liability company is L06000114706.

I further certify that said limited liability company has paid all fees due this office through December 31, 2026, that its most recent annual report was filed on January 27, 2026, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of January, 2026

Secretary of State

Tracking Number: 8347944229CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Project Proforma

	Low (60-80% MFI)	Moderate 1 (80-100% MFI)	Project
Potential Sales Price*	$ 234,780	$ 301,860	
Homes	1	6	7
Pre Development	$ 6,429	$ 6,429	*$ 45,000*
Land	$ 50,000	$ 50,000	*$ 350,000*
Construction Costs	$ 124,547	$ 126,071	*$ 880,976*
Permit and Impact Fees	$ 27,651	$ 27,651	*$ 193,557*
Soft Costs	$ 2,759	$ 3,149	*$ 21,652*
Carrying/Financing Costs	$ 5,483	$ 7,050	*$ 47,782*
Marketing and Sales Costs	$ 32,249	$ 41,463	*$ 281,028*
Developer Overhead and Profit	$ (14,338)	$ 40,047	*$ 225,945*

**Based on July 2025 PBC WHP Sales Price Limit to be Updated July 2026*

LENNAR®

February 10, 2026

Attn: Timonthy Tack
Assistant Director
Boynton Beach Community Redevelopment Agency
100 East Ocean Avenue 4th floor
Boynton Beach, FL 33435

Re: Invitation to Negotiate – ***Purchase of approximately 1.11 +/- acres located in Boynton Beach, FL Parcel Control #: 08-43-45-21-30-002-0210, 08-43-45-21-30-002-0231, 08-43-45-21-16-000-0150, 08-43-45-21-14-000-4360, and 08-43-45-21-14-000-3480 (the "Property")***

This letter constitutes a non-binding letter of intent ("***LOI***") between Lennar Homes and/or its affiliated entities ("***Buyer***") and Boynton Beach Community Redevelopment Agency ("***Seller***"), which outlines the general terms and conditions for the purchase and sale of the Property.

1. Purchase Price: The Purchase Price shall be Three Hundred Fifty Thousand Dollars **($350,000)** cash paid at Closing, less any cash Deposits.

2. Agreement for Purchase and Sale: The parties agree that they will each work in good faith to reach a final, negotiated and executed purchase and sale agreement ("***Agreement***"). The Agreement will be drafted by Buyer's counsel and submitted to Seller within fourteen (14) days after Buyer's receipt of an executed copy of this LOI. Thereafter, Buyer and Seller will negotiate in good faith to finalize and execute the Agreement within sixty (60) days after Buyer's initial submittal of the Agreement to Seller.

3. Investigation Period: For sixty (60) days from the effective date of the Agreement ("***Investigation Period***" or "***IP***"), Buyer shall have the absolute and unqualified right to conduct all testing and due diligence studies Buyer deems appropriate in its sole discretion. At any time prior to 11:59 p.m. on the last day of the Investigation Period, Buyer shall have the right to terminate the Agreement and receive back the Initial Deposit. Seller shall furnish Buyer with copies or originals of all existing reports and other documents relating to the Property in Seller's possession or control.

4. Deposit: Buyer shall deposit $10,000 ("***Initial Deposit***") with CalAtlantic Title Solutions, LLC (the "***Escrow Agent***") within eight (8) business days after the effective date of the Agreement. In the event the Agreement has not been terminated, Buyer shall deposit with Escrow Agent an additional sum of $25,000 ("***Additional Deposit***," and together with the Initial Deposit, the "***Deposit***") within eight (8) business days after the expiration of the Investigation Period. The Buyer may elect to deliver to the Escrow Agent a letter of credit in lieu of a cash payment for any part of the Deposit.

5. Closing: Closing shall occur fifteen (15) business days after Buyer's receipt of the lot split, but no later than six (6) months after expiration of the Investigation Period.

6. Title: Escrow Agent shall act as title and closing agent in the transaction. Seller shall convey title to the Homesites by special warranty deed, free and clear of all encumbrances other than taxes for the year of Closing, applicable municipal ordinances and other governmental regulations and any and all easements and restrictions of record expressly approved by Buyer in writing or pursuant to the terms and provisions of the Agreement.

7. Prorations & Closing Costs: Taxes, general and special, are to be prorated as of the date of the Closing. Seller shall pay for state documentary stamps and surtaxes, if any, to be attached to the deed, and any recording fees associated with the release of any monetary encumbrances and/or corrective title instruments. Buyer will pay for the cost of recording the deed. Seller shall be specifically responsible for payment of any rollback or deferred taxes at Closing. Buyer shall pay for the cost of the title commitment, and the title policy. Seller shall pay for the searches required by the title insurance underwriter to delete the standard exceptions from the title policy, and any costs required to cure all title defects to be cured.

8. Real Estate Broker/Realtor: The Buyer and Seller acknowledge that there are no real estate brokers involved in this transaction.

9. Corporate Investment Committee of Lennar Corporation Approval Required: The Agreement must be approved in writing by the Corporate Investment Committee of Lennar Corporation prior to the expiration of the Investigation Period. In the event Buyer fails to deliver to Seller written notice of such approval on or before the end of the Investigation Period, the Agreement shall automatically terminate, and the Escrow Agent shall immediately refund the Deposit to the Buyer.

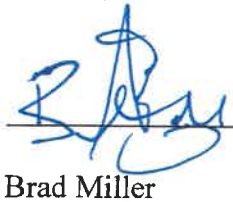
10. Non-Binding: The parties acknowledge and agree that this LOI is not intended to be and should not be construed as an agreement for sale and purchase of the Homesites. The parties agree that except for Section 10 herein, nothing contained in this LOI shall be binding on either party. Rather, this LOI is intended only to set forth an outline of the general terms from which the parties intend to use good faith efforts to negotiate the Agreement.

LENNAR®

We look forward to working with you on this exciting transaction.

BUYER

Lennar Homes, LLC

By: 

Name: Brad Miller

Title: Division Manager

SELLER

Boynton Beach Community Redevelopment Agency

By: _____

Name: _____

Title: _____

Financial Capability

Lennar intends to self-finance all costs associated with the development of this project, including, but not limited to, all construction costs, all permit fees, and all processing fees. Financing will be available as necessary to immediately pay all costs throughout the development process. As a publicly traded company, Lennar's financial information, including relevant filing with the SEC, are publicly available. Lennar's Form 10-K for fiscal year 2025 and 2024 Annual Report can be accessed at the links below:

As a publicly traded company, Lennar is subject to SEC disclosure rules, Regulation FD, and internal disclosure controls that limit our ability to publish forward-looking, project-specific 2026 pro forma information outside of our normal reporting cadence. Notwithstanding these limitations, Lennar's financing capability and overall credit strength are well documented through our publicly available financial statements and disclosures. Upon request, we can provide references to our most recent Form 10-K/10-Q filings, audited financials, investor materials, and other customary evidence of capacity, and we will work collaboratively with the CRA to supply any additional information permitted within our public-company disclosure framework.

Lennar Corporation, related entities or parent entities have not filed for bankruptcy in the past 10 years.

2025 Fiscal Year Highlights:

- Total Revenues of $34.2 billion
- Net Earnings of $2.1 billion
- Net orders increased 95 year over year to 83,978 homes
- Deliveries increase 3% year over year to 82,583 homes

2024 Annual Report Link:

Annual Report 2024

2025 10-K Link:

0001628280-26-003870

Legal Disclaimer:

Lennar Homes, LLC is a subsidiary within the Lennar family of companies (collectively, the "Company"), which includes, among other businesses, one of the largest homebuilders in the United States. As is typical for companies of its size and industry, the Company is periodically involved in claims, legal proceedings, and regulatory matters arising in the ordinary course of business, including routine litigation incidental to its operations.

The Company evaluates these matters in accordance with applicable accounting and risk-management standards and records accruals when appropriate. Relevant accruals and disclosures are reflected in the Company's publicly available financial statements and SEC filings. Based on management's assessment and the information currently available, none of the Company's known matters or probable loss contingencies are expected to have a material adverse effect on the financial condition, solvency, or ongoing business operations of the Company or its subsidiaries.

Exhibit A

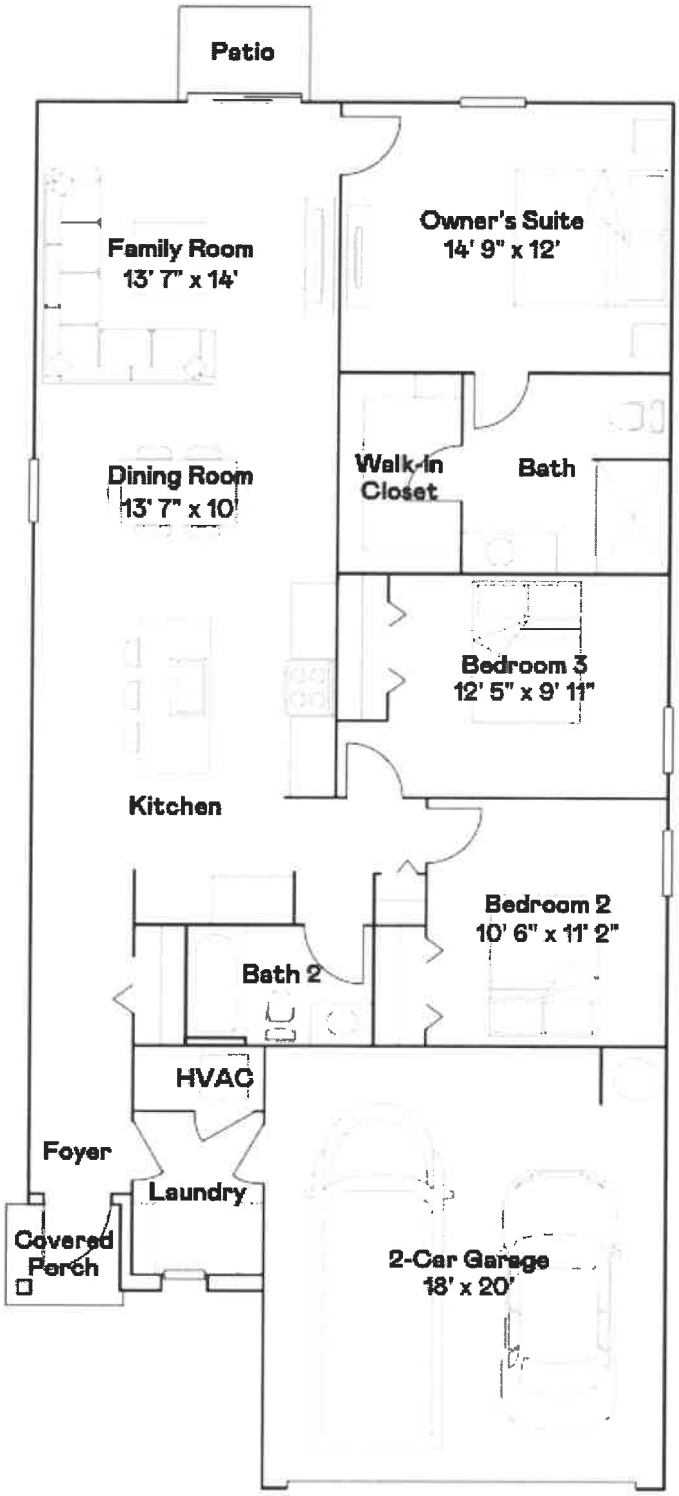

Patio
Family Room
13' 7" x 14'
Owner's Suite
14' 9" x 12'
Dining Room
13' 7" x 10'
Walk-in
Closet
Bath
Bedroom 3
12' 5" x 9' 11"
Kitchen
Bedroom 2
10' 6" x 11' 2"
Bath 2
HVAC
Foyer
Laundry
Covered
Porch
2-Car Garage
18' x 20'

Exhibit B





Exhibit C

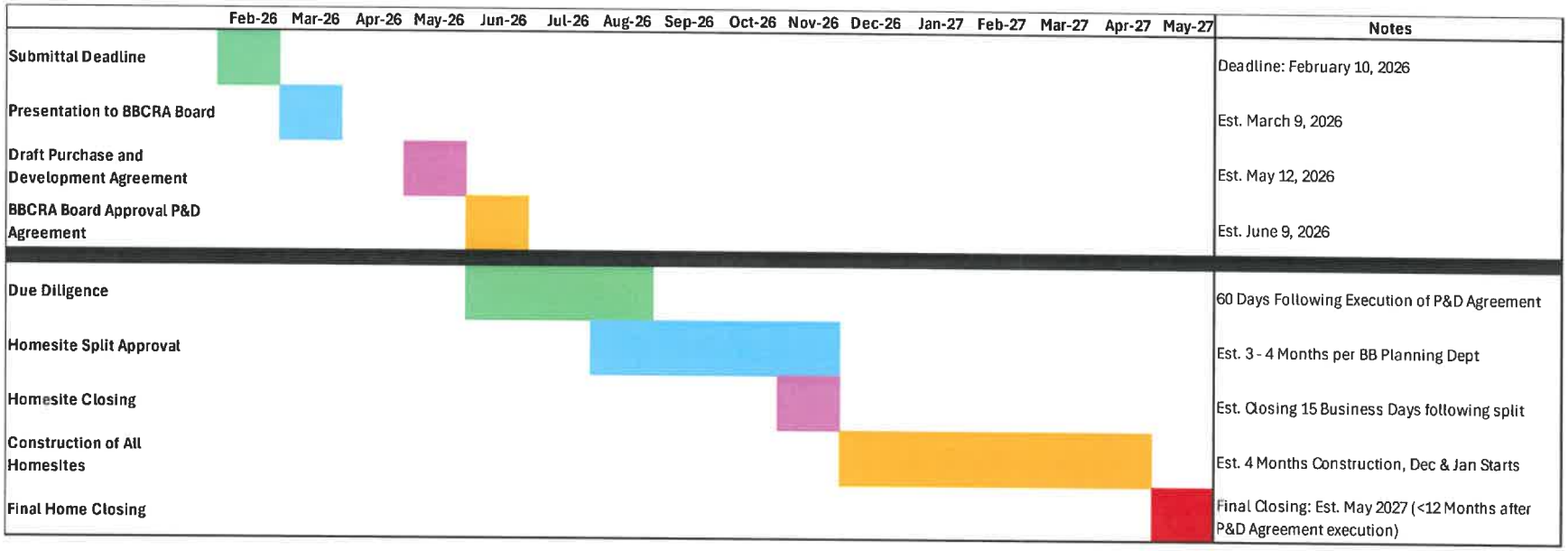

Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Jan-27
Feb-27
Mar-27
Apr-27
May-27
Notes
Submittal Deadline
Deadline: February 10, 2026
Presentation to BBCRA Board
Est. March 9, 2026
Draft Purchase and Development Agreement
Est. May 12, 2026
BBCRA Board Approval P&D Agreement
Est. June 9, 2026
Due Diligence
60 Days Following Execution of P&D Agreement
Homesite Split Approval
Est. 3 - 4 Months per BB Planning Dept
Homesite Closing
Est. Closing 15 Business Days following split
Construction of All Homesites
Est. 4 Months Construction, Dec & Jan Starts
Final Home Closing
Final Closing: Est. May 2027 (<12 Months after P&D Agreement execution)

Exhibit D

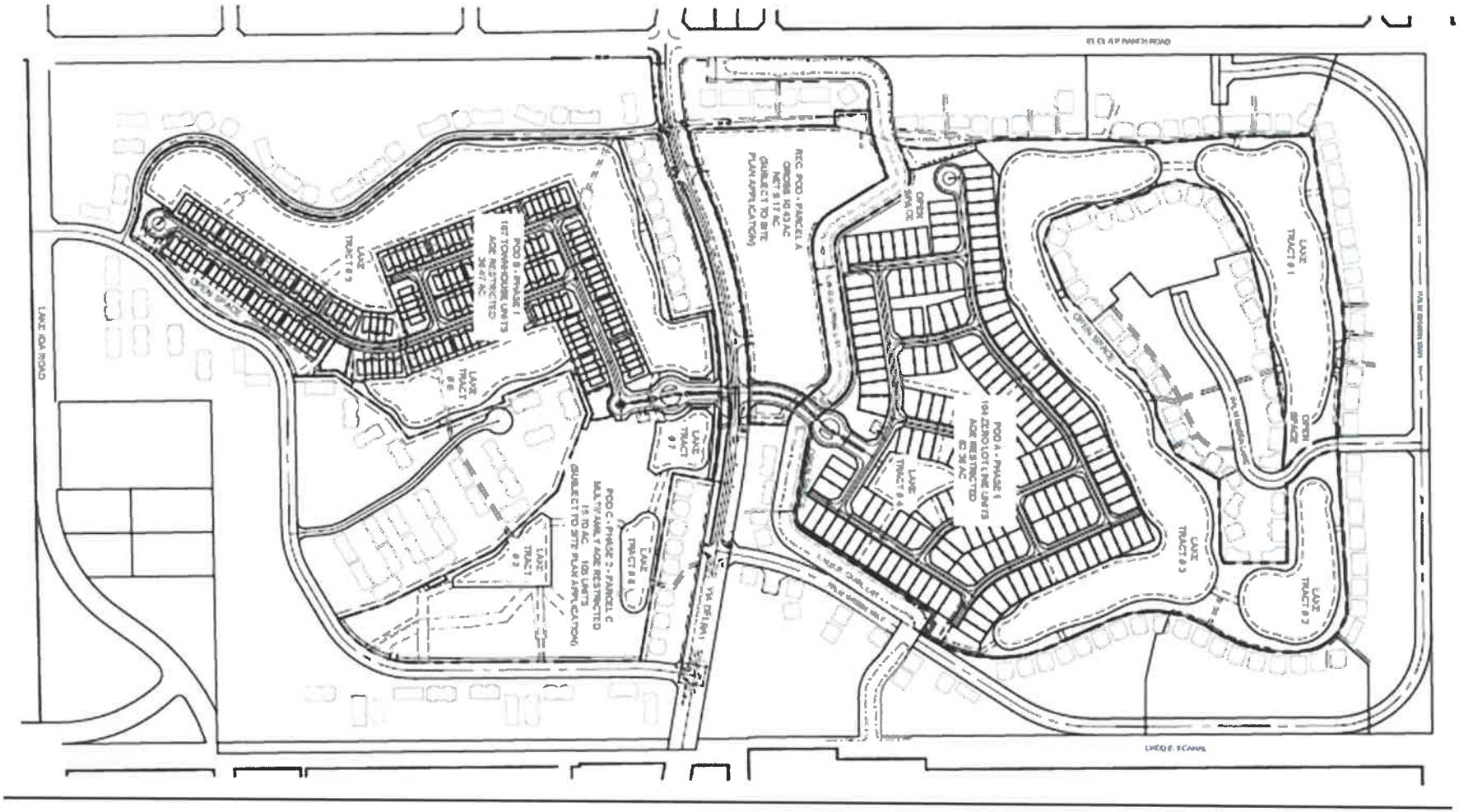

LAKE IDA ROAD
POD B - PHASE 1
167 TOWNHOUSE UNITS
AGE RESTRICTED
30.47 AC
REC. POD - PARCEL A
ORDINANCE NO. 21-2
NET 8.17 AC
(SUBJECT TO SITE
PLAN APPLICATION)
POD C - PHASE 2 - PARCEL C
MULTI-FAMILY AGE RESTRICTED
15.10 AC 105 UNITS
(SUBJECT TO SITE PLAN APPLICATION)
POD A - PHASE 1
164 ZERO LOT LINE UNITS
AGE RESTRICTED
43.36 AC
LAKE TRACT 1
LAKE TRACT 2
LAKE TRACT 3
LAKE TRACT 4
LAKE TRACT 5
LAKE TRACT 6
LAKE TRACT 7
LAKE TRACT 8
LAKE TRACT 9
LAKE TRACT 10
LAKE TRACT 11
LAKE TRACT 12
OPEN SPACE
OPEN SPACE

Exhibit E (1 of 2)



Exhibit E (2 of 2)



Exhibit F



Exhibit G

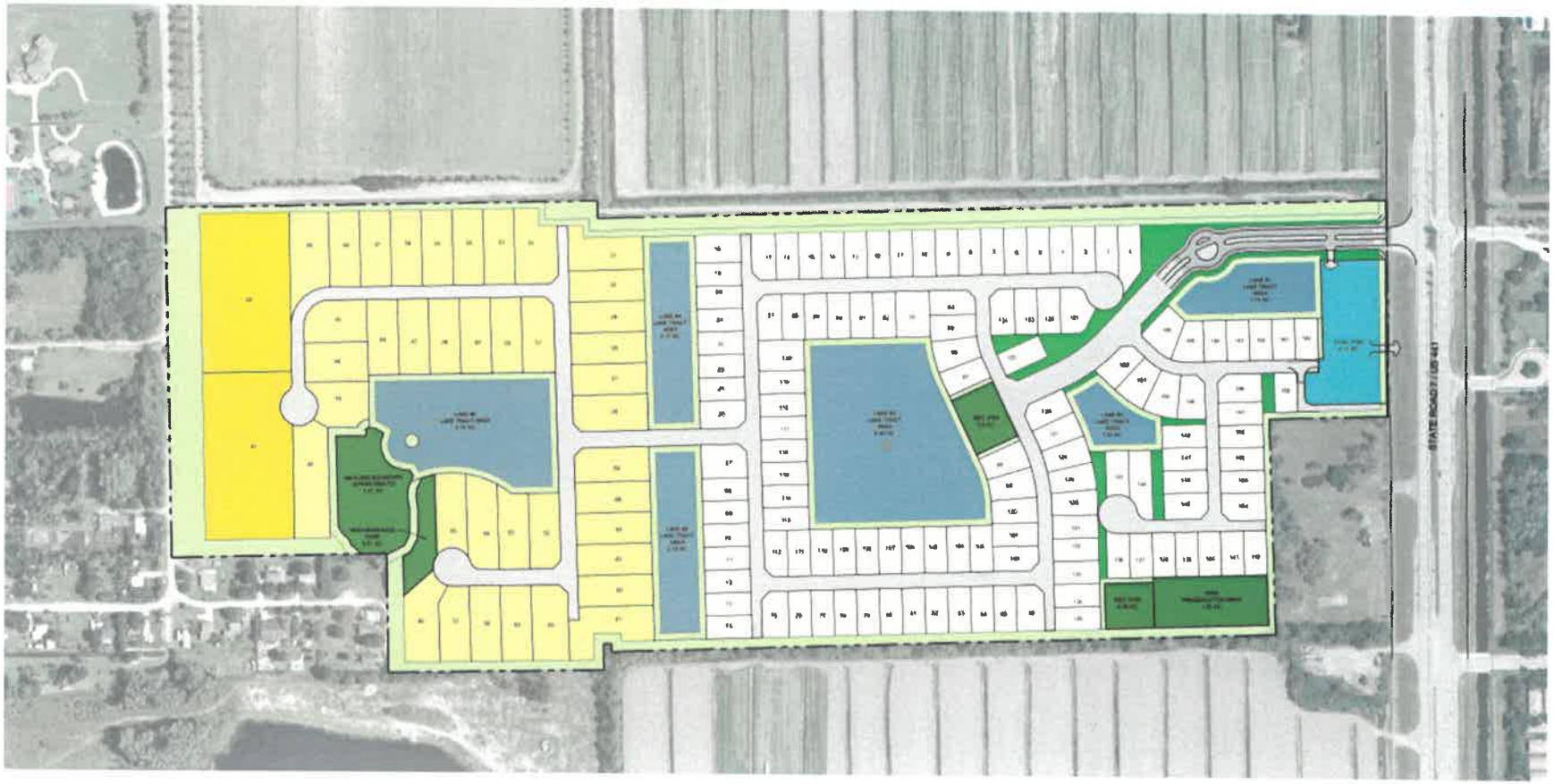


Exhibit H





Exhibit I





Exhibit J

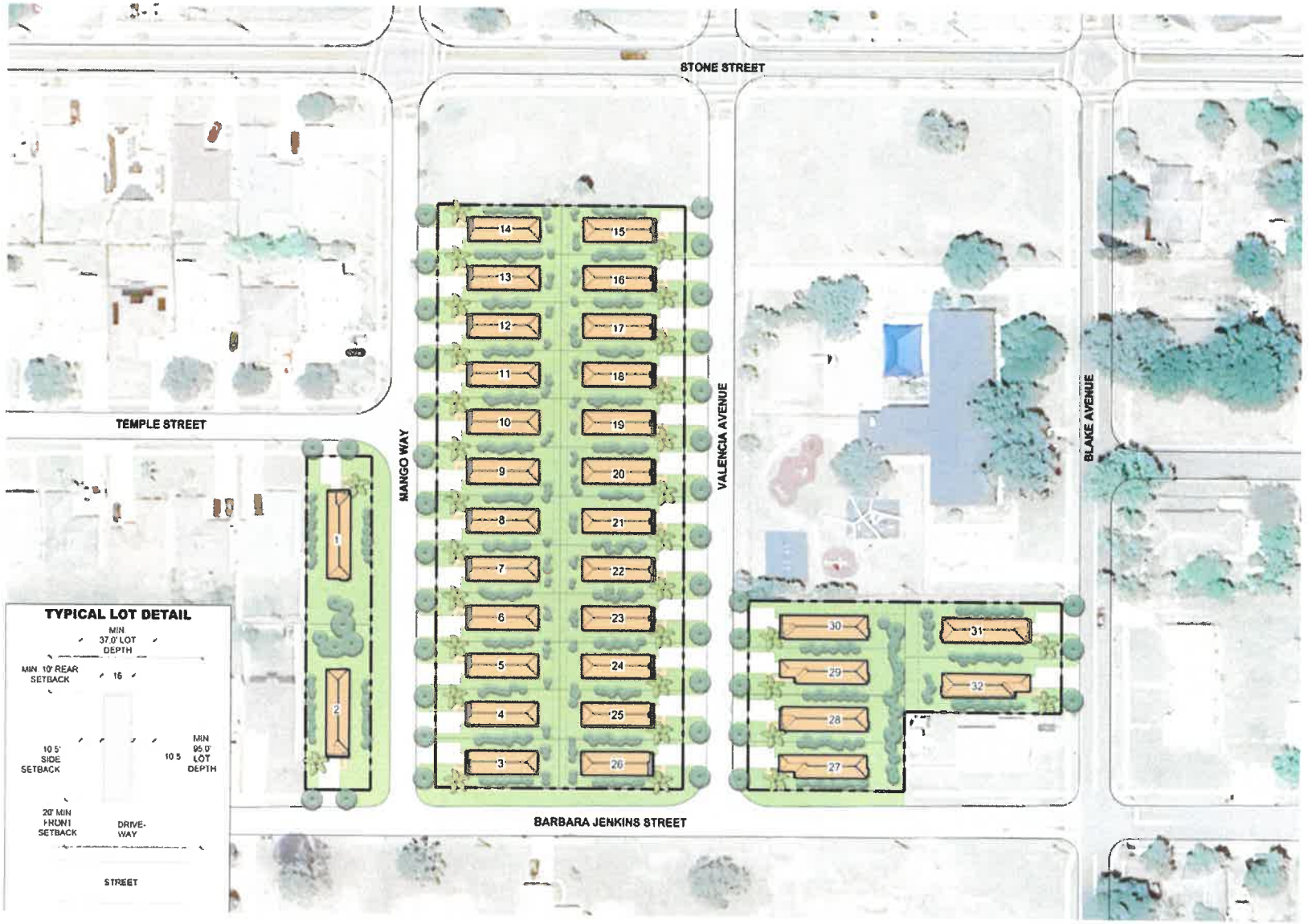

STONE STREET
TEMPLE STREET
MANGO WAY
VALENCIA AVENUE
BLAKE AVENUE
BARBARA JENKINS STREET
TYPICAL LOT DETAIL
MIN 37.0' LOT DEPTH
MIN 10' REAR SETBACK
16
10 5' SIDE SETBACK
10 5
MIN 95.0' LOT DEPTH
20' MIN FRONT SETBACK
DRIVE-WAY
STREET

Exhibit K

City of Cocoa Breaks Ground on Workforce Housing Development in Michael C. Blake Subdivision

By Space Coast Daily // January 28, 2026

New subdivision provides affordable housing for Cocoa's essential workers, including first responders, nurses and teachers



The City of Cocoa, in partnership with Lennar Homes, officially broke ground on January 16, on a new workforce housing development in the Michael C. Blake Subdivision. The project follows the approval of a development agreement with Lennar Homes to construct 32 workforce housing units, expanding access to affordable homeownership opportunities for very low, low, and moderate-income professionals.

BREVARD COUNTY • COCOA, FLORIDA – The City of Cocoa, in partnership with Lennar Homes, officially broke ground on January 16, on a new workforce housing development in the Michael C. Blake Subdivision.

The project follows the approval of a development agreement with Lennar Homes to construct 32 workforce housing units, expanding access to affordable homeownership opportunities for very low, low, and moderate-income professionals.

The development is designed to serve essential members of the community, including local firefighters, police officers, nurses, and teachers, helping ensure that those who serve Cocoa every day can live close to where they work.

City leaders, Council, representatives from Lennar Homes, and members of the community gathered to celebrate the milestone and recognize the collaborative effort behind the project.

"Homeownership is the foundation of the American Dream, and Lennar is committed to building attainable homes for more families through innovative collaborations like this," said Brad Miller, Division Manager for Lennar.

"Together with the City of Cocoa, we are honored to invest in the future by helping people build generational wealth and strengthen their communities."

"Workforce housing plays a crucial role in supporting economic development by ensuring our essential workers can live close to where they work," said Mayor Michael C. Blake. "This project reflects our commitment to putting people first and investing in the future of our city."



The City of Cocoa, in partnership with Lennar Homes, officially broke ground on January 16, on a new workforce housing development in the Michael C. Blake Subdivision. The project follows the approval of a development agreement with Lennar Homes to construct 32 workforce housing units, expanding access to affordable homeownership opportunities for very low, low, and moderate-income professionals.

Deputy Mayor Alex Goins echoed that sentiment, emphasizing the importance of proactive leadership.

"Having forward-thinking city staff and a committed City Council makes projects like this possible," Goins said.

Both Mayor Blake and Deputy Mayor Goins represent District 1, which includes the Michael C. Blake Subdivision, underscoring their shared dedication to the community they serve.

The City of Cocoa, along with the Diamond Square Community Redevelopment Agency, remains committed to prioritizing citizens, expanding housing opportunities, and continuing to build a sustainable, thriving community for all.



The City of Cocoa, in partnership with Lennar Homes, officially broke ground on January 16, on a new workforce housing development in the Michael C. Blake Subdivision. The project follows the approval of a development agreement with Lennar Homes to construct 32 workforce housing units, expanding access to affordable homeownership opportunities for very low, low, and moderate-income professionals.

The City of Cocoa is a community of 19,041 located in the heart of Brevard County along the Space Coast of Florida. Incorporated in 1895, Cocoa is one of Brevard County's original communities. The City of Cocoa has a Council/Manager form of government where the Council, made up of elected officials, makes policy decisions, and the staff, led by the City Manager, implements them.

Cocoa is also a Regional Water Utility System that serves a majority of the residents in Central and North Brevard County. The mission of Cocoa's government is "To enrich the quality of life for our unique and diverse community by delivering Professional, Responsive, Innovative, Dedicated and Exceptional public services!" Serving our community with P.R.I.D.E.

Visit our website at www.CocoaFL.gov.

LENNAR®

April 23rd, 2026

Attn: Timonthy Tack
Assistant Director
Boynton Beach Community Redevelopment Agency
100 East Ocean Avenue 4th floor
Boynton Beach, FL 33435

Re: Invitation to Negotiate – ***Purchase of approximately 1.11 +/- acres located in Boynton Beach, FL Parcel Control #: 08-43-45-21-30-002-0210, 08-43-45-21-30-002-0231, 08-43-45-21-16-000-0150, 08-43-45-21-14-000-4360, and 08-43-45-21-14-000-3480 (the "Property")***

This letter constitutes a non-binding letter of intent ("***LOI***") between Lennar Homes and/or its affiliated entities ("***Buyer***") and Boynton Beach Community Redevelopment Agency ("***Seller***"), which outlines the general terms and conditions for the purchase and sale of the Property.

1. Purchase Price: The Purchase Price shall be Three Hundred Fifty Thousand Dollars (**$350,000)** cash paid at Closing, less any cash Deposits.

2. Agreement for Purchase and Sale: The parties agree that they will each work in good faith to reach a final, negotiated and executed purchase and sale agreement ("***Agreement***"). The Agreement will be drafted by Buyer's counsel and submitted to Seller within fourteen (14) days after Buyer's receipt of an executed copy of this LOI. Thereafter, Buyer and Seller will negotiate in good faith to finalize and execute the Agreement within sixty (60) days after Buyer's initial submittal of the Agreement to Seller.

3. Investigation Period: For sixty (60) days from the effective date of the Agreement ("***Investigation Period***" or "***IP***"), Buyer shall have the absolute and unqualified right to conduct all testing and due diligence studies Buyer deems appropriate in its sole discretion. At any time prior to 11:59 p.m. on the last day of the Investigation Period, Buyer shall have the right to terminate the Agreement and receive back the Initial Deposit. Seller shall furnish Buyer with copies or originals of all existing reports and other documents relating to the Property in Seller's possession or control.

4. Deposit: Buyer shall deposit $10,000 ("***Initial Deposit***") with CalAtlantic Title Solutions, LLC (the "***Escrow Agent***") within eight (8) business days after the effective date of the Agreement. In the event the Agreement has not been terminated, Buyer shall deposit with Escrow Agent an additional sum of $25,000 ("***Additional Deposit***," and together with the Initial Deposit, the "***Deposit***") within eight (8) business days after the expiration of the Investigation Period. The Buyer may elect to deliver to the Escrow Agent a letter of credit in lieu of a cash payment for any part of the Deposit.

5. Closing: Closing shall occur fifteen (15) business days after Buyer's receipt of the Approvals, but no later than six (6) months after expiration of the Investigation Period.

6. Title: Escrow Agent shall act as title and closing agent in the transaction. Seller shall convey title to the Homesites by special warranty deed, free and clear of all encumbrances other than taxes for the year of Closing, applicable municipal ordinances and other governmental regulations and any and all easements and restrictions of record expressly approved by Buyer in writing or pursuant to the terms and provisions of the Agreement.

7. Prorations & Closing Costs: Taxes, general and special, are to be prorated as of the date of the Closing. Seller shall pay for state documentary stamps and surtaxes, if any, to be attached to the deed, and any recording fees associated with the release of any monetary encumbrances and/or corrective title instruments. Buyer will pay for the cost of recording the deed. Seller shall be specifically responsible for payment of any rollback or deferred taxes at Closing. Buyer shall pay for the cost of the title commitment, and the title policy. Seller shall pay for the searches required by the title insurance underwriter to delete the standard exceptions from the title policy, and any costs required to cure all title defects to be cured.

8. Real Estate Broker/Realtor: The Buyer and Seller acknowledge that there are no real estate brokers involved in this transaction.

9. Corporate Investment Committee of Lennar Corporation Approval Required: The Agreement must be approved in writing by the Corporate Investment Committee of Lennar Corporation prior to the expiration of the Investigation Period. In the event Buyer fails to deliver to Seller written notice of such approval on or before the end of the Investigation Period, the Agreement shall automatically terminate, and the Escrow Agent shall immediately refund the Deposit to the Buyer.

10. Non-Binding: The parties acknowledge and agree that this LOI is not intended to be and should not be construed as an agreement for sale and purchase of the Homesites. The parties agree that except for Section 10 herein, nothing contained in this LOI shall be binding on either party. Rather, this LOI is intended only to set forth an outline of the general terms from which the parties intend to use good faith efforts to negotiate the Agreement.

We look forward to working with you on this exciting transaction.

BUYER

Lennar Homes, LLC

By: Samuel Goldberg

Name: Sam Goldberg

Title: Land Acquisition Manager

SELLER

Boynton Beach Community Redevelopment Agency

By: _____

Name: _____

Title: _____

LENNAR®

Exhibit A

Below are Lennar's responses to discussion items brought up at our kick-off meeting with the Boynton Beach CRA on March 25th, 2026.

1. Does Lennar offer different models and within those models different styles? +
   We have 3 elevations per plan. The Boynton Beach CRA will have the ability to choose the elevation of their liking. Elevation renderings are featured in Exhibit B.

2. Would Lennar consider covered lanais and/or front porches?
   Lennar can accommodate 8'-8" x 9'-4" rear covered lanais for both the Belmont and Columbus plans.

3. Recommend swapping paver driveways with concrete driveways – use any cost savings on other façade elements of the home.
   Lennar can accommodate concrete driveways with Fibermesh.

4. Would Lennar consider fencing the homes?
   Lennar can build 6-foot PVC privacy fencing for all homes. Lennar is requesting a purchase price credit of $6,000 per home to help alleviate the unforeseen cost of the fence.

5. Would Lennar consider 4 bed/3 bath on Lot 3 if Mod 2 income range to take advantage of oversize lot.
   Lennar will build the Columbus plan shown at Brystol at Wylder on our tour. The Columbus is a 2-story, 4 bed/2.5 bath, 1,874 SF plan with a 2-car garage. Lennar will sell this plan at the Palm Beach County moderate 2 limit. Elevations for the Columbus are shown in Exhibit B.

6. What is the landscaping plan? Will they add trees and/or other native drought resistant plants?
   Lennar will use Bahia sod and native drought resistant plants for the landscaping of the homes.

7. What exterior lighting is included?
   Garage sconces are the exterior lighting.

8. Post construction guarantees - What is the warranty for the homes?
   Please see post construction guarantees included in our response email.

LENNAR®

Exhibit B

Belmont A



Belmont B



LENNAR®

Belmont C



Columbus A



LENNAR®

Columbus B



Columbus C



LENNAR®

Quality. Value. Integrity.



Limited Warranty Manual

Version 2.26

502



Welcome to your Lennar Limited Warranty

Congratulations on your new home! At Lennar, we understand that purchasing a home is one of life's most significant milestones, and we're honored to be part of your journey. This Limited Warranty Manual is designed to provide you with peace of mind and clarity regarding the protection and care of your home. It outlines the standards we uphold and the coverage we provide through our 1-2-10 Limited Warranty program, ensuring your home performs to the quality you expect.

Inside, you'll find detailed information about your warranty coverage—from workmanship and systems to structural components—as well as guidance on how to request service and what to expect throughout the process. We encourage you to take time to review the manual and familiarize yourself with the standards and exclusions. Our goal is to support you in maintaining your home and to be a reliable partner should any issues arise. **Welcome to the Lennar family**—we're glad you're here.

Lennar Limited Warranty Overview

Under the Lennar Limited Warranty, the seller of your home ("Lennar") warrants that specific components of your Home will meet the performance standards outlined in this manual. Lennar's obligations are expressly limited to those standards and only for those time periods explained below ("Warranty Terms"). The content of this Limited Warranty Manual controls Lennar's obligations to you and your Home to the extent that there may be any differences between the content of this document and your conversations with any of our Lennar Associates. Please keep in mind that the proper maintenance of your Home is vital, and if you do not perform the required maintenance on your Home on a regular basis, it can and will limit your Warranty rights. While we are confident that Lennar can resolve any Warranty items to your satisfaction, **you should be aware that this Limited Warranty includes a requirement that all disputes be submitted to binding arbitration.**

The Lennar Limited Warranty commences on the closing date of your purchase of your Home ("Closing Date") and is divided into three distinct Warranty Terms, each commencing on the **Closing Date**:

Workmanship: 1 year
Systems: 2 years
Structural: 10 years

Coverage Terms

Year 1: Workmanship Protection

- Applies to components listed in the Workmanship Standards (pages 14–53).
- Covers performance issues related to construction quality and finish.

Years 1–2: Systems Protection

- Applies to components listed in the Systems Standards (pages 54–55).
- Covers performance of mechanical, electrical, and plumbing systems.

Years 1–10: Structural Protection

- Applies to components listed in the Structural Standards (page 56-57).
- Covers load-bearing elements and structural integrity.
- Repairs may be implemented in phases

General Provisions

- Only components explicitly listed in the applicable standards are covered.
- "What's Not Covered by the Lennar Limited Warranty" excludes certain items from the Lennar Limited Warranty even if the component is explicitly listed.
- If a component meets the stated standards or is excluded, Lennar has no further obligation.
- Lennar retains sole discretion to repair, replace, or pay the reasonable cost of repair or replacement for any warranted and covered claim.
- Lennar retains sole discretion over the design and method of repairs.
- Some items may be subject to a one-time repair obligation.

Controlling Warranty Provisions and Homeowner Responsibilities

The content of this Limited Warranty Manual controls Lennar's obligations to you and your Home to the extent that there may be any differences between the content of this document and your conversations with any of our Lennar Associates.

Please keep in mind that the proper maintenance of your Home is vital, and if you do not perform the required maintenance on your Home on a regular basis, it can and will limit your Warranty rights. While we are confident that Lennar can resolve any Warranty items to your satisfaction, **you should be aware that this Limited Warranty includes a requirement that all disputes be submitted to binding arbitration.**

Attached Home Protection

Protection for townhomes and other Homes where a homeowner's association ("HOA") is responsible for maintaining the exterior of the Home and the surrounding homesite is the same as provided above and is subject to the same limitations contained herein. Any warranty claim relating to a portion of your Home or your surrounding homesite that is an HOA's maintenance responsibility ("Exterior Maintenance Component") must be reported prior to the expiration of the applicable coverage which begins on your Closing Date. Unless prohibited by applicable law, only the HOA may make warranty claims for Exterior Maintenance Components and only individual homeowners may make warranty claims for all other Home components.

Transferability

All of your rights and obligations under the Lennar Limited Warranty shall, unless previously released by you or your successor, fully transfer to each successor owner of the Home, including any mortgagee in possession, for the remainder of the applicable Warranty Term and any transfer shall in no way affect, increase or reduce the coverage under the Lennar Limited Warranty for its unexpired term. If you sell your Home during the Warranty Term, you agree to give this Warranty Manual to the successor owner to inform the successor owner of warranty rights and to otherwise make it possible for the successor owner to fulfill the successor owner's obligations under the terms of the Lennar Limited Warranty. If you are an owner other than the original purchaser of the Home, you are bound by all the terms and conditions of the Lennar Limited Warranty including, but not limited to, claims procedures and the requirement to submit any disputes that may arise under the Lennar Limited Warranty to binding arbitration.

Requesting Service Through The Lennar Limited Warranty

Warranty information for the Home is available to you through your Lennar Account. Lennar Account can be accessed through (i) the Lennar Account Application which can be downloaded to a mobile device from the Apple App Store (https:// shorturl.at/9IjrM) or the Google Play Store (https://shorturl.at/Cy0zZ); and (ii) a web-based version accessible through a standard web browser ("Lennar Account"). If you believe that a component of your Home is not performing to the Lennar Limited Warranty standards during the applicable Warranty Term, you must use Lennar Account to submit a claim ("Notice of Claim"). If you are unable to access Lennar Account, contact your local Lennar Division to speak with a Customer Care representative. Contact information for local Lennar Division can be found on Lennar.com.

The Notice of Claim must list the specific warranty claim and the date that you first observed the condition that is the subject of the claim. You must notify Lennar of any observed component that you believe is not performing to Lennar Limited Warranty standards as soon as possible and in no event later than the date the applicable warranty expires, by submitting the Notice of Claim as outlined above.

We must receive your Notice of Claim not later than thirty (30) days after the applicable Workmanship, Systems or Structural Warranty expires or we will have no further obligation to you under the Lennar Limited Warranty. Lennar is not responsible for repairs or any other costs or expenses (including, but not limited to, attorneys' fees and engineers' fees) incurred by you prior to the date you give Lennar a Notice of Claim. In the event that you fail to notify us and give us the opportunity to inspect and repair the conditions giving rise your claim, Lennar will not be responsible for any repairs or any other costs or expenses (including, but not limited to, attorneys' and engineers' fees) you incur to address the claim.

We will respond to a timely Notice of Workmanship or System Claim within thirty (30) days and complete any warranted repairs within sixty (60) days of receipt of your written Notice of Claim to us unless (i) you or other events beyond our reasonable control delay our completion (including a failure to allow prompt inspections of your Home), or (ii) the condition reasonably requires more than sixty (60) days to properly repair. If we determine that any of the Workmanship or Systems items you report to us are not covered by the Lennar Limited Warranty, we will endeavor to advise you in writing within thirty (30) days of our determination of no coverage.

Additional time may be required for us to assess structural claims and evaluate our response. As such, we will respond to any Notice of Structural Claim within sixty (60) days of receipt of your written Notice of Structural Claim unless you or other events beyond our control delay our response (including a failure to allow prompt inspections of your Home). Additional time may be required to investigate, design, implement and/or complete structural repairs beyond the sixty (60) days by which we commit to complete Workmanship/Systems repairs. If we determine that any of the Structural items you report to us are not covered by the Lennar Limited Warranty, we will endeavor to advise you in writing within thirty (30) thirty days of our determination of no coverage.

Investigation of claims often requires inspection of the Home, and under certain circumstances, invasive testing might be needed. We may request additional documents or information from you, and you agree as part of the Lennar Limited Warranty to fully cooperate with the investigation of your claim. By submitting a Notice of Claim, you agree to grant Lennar and/or its representatives prompt and complete access to your Home during normal business hours of 8 a.m.to 5 p.m.to inspect, repair and conduct tests in your Home as we may deem necessary. If you refuse to allow us access to your Home, such denial of access shall void the Lennar Limited Warranty with respect to your claim.

Lennar reserves the option to repair, replace or pay you the reasonable cost of repair or replacement for any warranted and covered claim. Prior to Lennar undertaking repairs, replacement or payment, you agree to assign to Lennar all claims you may have against any other person or entity who Lennar or you believe may have any responsibility associated with the warranted and covered claim.
If you believe that we have not met our obligations under the Lennar Limited Warranty, you may seek resolution of any claim you may have pursuant to the mediation/arbitration provisions set forth in the following section of the Warranty Manual.

Mediation/Arbitration of Disputes

The mediation and dispute resolution provisions of the Lennar Purchase and Sale Agreement regarding the Home (and the documents recorded on title to the Home, including the deed transferring the Home from Lennar to the original homeowner) ("Documents") govern all controversies, disputes, or claims ("Disputes") arising under or related to this Lennar Limited Warranty and are incorporated by reference as if fully set forth herein. As more fully set forth in the Documents, the right to a jury trial is waived and all such disputes shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. Disputes may only be brought on an individual basis and not as a purported class or representative action or collective proceeding. The arbitrator(s) may not consolidate or join claims regarding more than one property and may not otherwise preside over any form of a consolidated, representative, or class proceeding. If the homeowner (including any subsequent homeowner) is unable to locate the Documents containing the mediation and dispute provisions, the homeowner should contact Lennar for a copy.

What's Not Covered by Your Lennar Limited Warranty

In addition to other limitations and exclusions set forth in this Lennar Limited Warranty and the accompanying Workmanship, Systems and Structural Standards, the Lennar Limited Warranty does not provide coverage for the following items, which are specifically excluded:

1. Damage to any property, fixture, structure, improvement or appurtenance that was not constructed by Lennar. You shall be responsible for paying any costs required to remove such property, fixture, structure, improvement or appurtenance if Lennar deems it reasonably necessary to address a warranty claim.

2. Damage to land, landscaping (including sodding, seeding, shrubs, trees and planting), sprinkler systems, outbuildings, carports, or any other appurtenant structure or attachment to the dwelling, or other additions or improvement not a part of your Home;

3. Loss or damage which arises while your Home is being used primarily for nonresidential purposes;

4. Damages caused by changes in the level of the underground water table which were not reasonably foreseeable at the time of construction of your Home;

5. Loss of use of all or a portion of your Home;

6. This warranty does not apply to any manufactured item such as appliances, fixtures, equipment (except as specifically defined in the Workmanship, Systems and Structural Standards) or any other item which is covered by a manufacturer's warranty, nor does it cover conditions that are caused by failure of any such manufactured item. Appliances and items of equipment not covered by this Limited Warranty, include but are not limited to: air conditioning units, attic fans, boilers, burglar alarms, carbon monoxide detectors, ceiling fans, central vacuum systems, chimes, dishwashers, dryers, electric meters, electronic air cleaners, exhaust fans, fire alarms, fire protection sprinkler systems, freezers, furnaces, garage door openers, garbage disposals, gas meters, gas or electric grills, heat exchangers, heat pumps, humidifiers, intercoms, oil tanks, outside lights or motion lights not attached to the Home, range hoods, ranges, refrigerators, sewage pumps, smoke detectors, solar collectors, space heaters, sump pumps, thermostats, trash compactors, washers, water pumps, water softeners, water heaters, whirlpool baths, and whole house fans. Please note that the Workmanship, Systems and Structural Standards include reference to some items covered by this paragraph but the inclusion of those items in the Workmanship, Systems and Structural Standards is not intended to limit this exclusion. Any equipment failure covered by this paragraph is excluded from the Lennar Limited Warranty and covered only by a manufacturer's warranty, if any.

7. Any condition which has not resulted in actual physical damage to your Home;

8. Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever, including without limitation, negligence on the part of any person:

- **a.** Negligence, defective material or work supplied by, or improper operation by, anyone including you or your family other than Lennar or its employees, agents or subcontractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
- **b.** Change of the grading of the ground that alters the original grade or flow of water at your Home, or does not comply with accepted grading practices;
- **c.** Riot or civil commotion, war, vandalism, hurricane, tornado or other windstorm, fire, explosion, blasting, smoke, water escape, tidal wave, flood, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, earthquake, volcanic eruption or Acts of God;
- **d.** Abuse of your Home, or any part thereof;
- **e.** Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing;
- **f.** Your failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable.

9. Any loss or damage caused by buried debris (unless such debris was buried by Lennar or its employees, agents or subcontractors), underground springs, sinkholes, mineshafts or other subsurface anomalies;

10. Any request for warranty performance submitted after an unreasonable delay from notice of the condition or, in any event, later than thirty (30) days after the expiration of the applicable Warranty Term;

11. Any condition or claim related to sound transmission or sound proofing between floor levels in the Home or common walls separating attached Homes;

12. Conditions consistent with or caused by normal wear and tear, including normal wear and tear caused by weather and/or other environmental conditions;

13. Any condition caused by the homeowner's failure to properly maintain the Home; or

14. Any and all exclusions set forth in the Workmanship, Systems and Structural Standards.

Limitations on Lennar Limited Warranty

Homeowner/HOA Obligations. You (and your HOA if your Home includes HOA Exterior Maintenance Components) are obligated to care for your Home in such a way as to prevent or minimize damage to it and to properly maintain the Home. You should be aware that all homes go through a period of settlement and movement. During this period, your Home or components of your Home may experience some material shrinkage, cracking and other events which are normal and customary. Remember that you, and where applicable your HOA, are responsible for proper maintenance of your Home and Lennar's warranty obligations are limited as provided in paragraph 13 of the preceding page, and this limitation applies regardless of whether the improper maintenance is caused by you or your HOA. Proper maintenance includes, without limitation, maintaining the original grades around your Home, planting trees and shrubs at a proper distance from your Home and conforming to generally accepted landscape practices for your region. Changing the drainage and grading patterns or trapping water near your Home as a result of homeowner or HOA changes in grades and landscaping may cause damage to your foundation and are not covered by this warranty. In addition to any other applicable warranty coverage exclusions, if your Home includes HOA Exterior Maintenance Components, this warranty shall not cover any condition caused or contributed to by your HOA's failure to properly maintain the Exterior Maintenance Components and such failure shall be an absolute bar to any warranty claim by you or the HOA for any such condition.

Disclaimer of Implied Warranties. Except as prohibited by laws of the state in which the Home is located, all other warranties, express or implied, including but not limited to any implied warranty of habitability, are hereby expressly disclaimed and waived. The terms of the Lennar Limited Warranty shall not be added to or varied either orally or in writing, and you agree to immediately notify Lennar if you believe any employee or agent of Lennar has added to or varied, either orally or in writing, the terms of the Lennar Limited Warranty. Such notification shall not be deemed as a modification of the agreement regardless of whether Lennar responds to the notice either verbally or in writing. In the event that any provision of the Lennar Limited Warranty is determined to be unenforceable in your state, such determination shall not affect the validity of the remaining provisions of the Lennar Limited Warranty.

Cap on Lennar Limited Warranty. Lennar's total financial obligations under the Lennar Limited Warranty are limited to the original sales price of your Home. This cap is calculated based on the cumulative total of all repairs, replacements or payments made during the Lennar Limited Warranty. Our costs of designing, accomplishing and monitoring repair to your Home are included in this cumulate total.

Consequential Damages Not Covered. Lennar shall not be liable for, and you expressly waive recovery of, any consequential damages that may result from the condition of any component of the Home, including but limited to: any diminution in value of the Home before or after repairs are performed; lost profits; damages to personal property; any personal injury of any kind including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses; costs of food, moving and storage, relocation expenses, or rental value of the Home or any other costs due to loss of use, inconvenience or annoyance during repairs. Lennar will, however, reimburse you for reasonable costs of temporary hotel accommodation and a reasonable daily food allowance for such period of time that the repairs required by the claim are so extensive that you cannot reasonably reside in the Home during the repairs.

Other Coverage. Lennar shall not be responsible for, and the Lennar Limited Warranty shall not cover, any damages, costs or expenses that are covered by your homeowners' insurance or other insurance, government, or third-party reimbursement programs. To the extent permitted by law, Buyer and Buyer's insurance carrier waive any right of subrogation that Buyer or its insurance carrier may have in relation to any claim that may be made under this Warranty.

Not an Insurance Policy. The Lennar Limited Warranty is not an insurance policy and Lennar does not provide you any insurance through the Lennar Limited Warranty or otherwise. You should always obtain homeowner's insurance to protect your Home, and your bank or other mortgage provider may require homeowner's insurance if you have a mortgage.

Discretion to Repair, Replace or Make Payment. Lennar reserves the option, at its sole discretion, to repair, replace or pay you the reasonable cost of repair or replacement for any claim made under this Lennar Limited Warranty. The design method and manner of any repair shall also be at Lennar's sole discretion.

Warranty Terms Not Extended. The warranty terms of the Lennar Limited Warranty shall not be extended by any repair, replacement or payment made under the Lennar Limited Warranty. There shall be no warranty, express or implied, arising from repair or replacement work performed by or on behalf of Lennar except for the remaining original warranty term.

Limitations on Structural Repairs. Structural repairs are limited to only those (i) repairs of damage to load-bearing portions of your Home that are necessary to restore their load-bearing function; (ii) repair of those non-load bearing portions damaged by the condition that gives rise to the claim and whose repair is necessary to make your Home safe, sanitary or otherwise livable; and (iii) repair and cosmetic correction of only those surfaces, finishes and coverings, original to the Home, that were damaged by the condition giving rise to the claim or by the repair of the condition giving rise to the claim.

Limitations on Post-Repair Condition of Home. Repairs undertaken under the Lennar Limited Warranty are intended to restore the Home to approximately the same condition as existed prior to the claim, but not necessarily to like-new condition.

Previously Known Conditions. The Lennar Limited Warranty covers only those conditions which first occur during the term of the Lennar Limited Warranty. In addition, any conditions you knew about prior to the Effective Date of Lennar Limited Warranty such as items identified in the "walk-through," "punch-list," or in the case of a previously owned home, conditions that were identified on a home inspection report or were apparent through any reasonable inspection are not covered by the Lennar Limited Warranty.

State Specific Limitations/Clarifications

Certain states have special laws that impact new home warranties. If your Home is located in one of the states listed below, the information set forth for your state modifies or adds to the terms of this Warranty. If your Home is not located in one of the following states, the following language is inapplicable to you and your Lennar Limited Warranty. To the extent any applicable state statute invalidates any specific provision of this Warranty, the remaining provisions of the Warranty shall remain in full force and effect.

Alabama

WAIVER OF WARRANTIES AND CLAIMS. THIS LIMITED WARRANTY AGREEMENT IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY AND WORKMANSHIP AND IS ALSO IN LIEU OF ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, MENTAL ANGUISH OR DISTRESS, AND FOR DAMAGES BASED UPON NEGLIGENCE, AND PURCHASER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ANY SUCH WARRANTIES AND CLAIMS WITH RESPECT TO BOTH THE DWELLING AND THE REAL PROPERTY UPON WHICH THE DWELLING HAS BEEN CONSTRUCTED.

Additionally, Buyer and Seller acknowledge and agree that this Limited Warranty Agreement substantially affects interstate commerce by virtue of the materials and components contained in the Home. It is understood that the parties have voluntarily chosen to arbitrate their disputes in lieu of resolving disputes by a jury trial or a trial in court.

Florida

The Workmanship Warranty, Systems Protection Warranty, Structural Protection Warranty, Attached Home Protection, and Transferability of such warranties set forth on pages 2 and 3 of this Limited Warranty Manual meet the requirements of Section 553.837, Florida Statutes, in that those express written warranties are the same or greater than what is required in Section 553.837(2), Florida Statutes.

Georgia

Lennar and Homeowner expressly agree that the arbitration provisions set forth in this Lennar Limited Warranty establish the exclusive means to resolve all disputes that may arise between you and Lennar (unless a statute expressly provides otherwise).

Maryland (Non-Montgomery County)

The Lennar Limited Warranty is intended to meet or exceed the terms and rights available under Maryland Code section 10-601, and Lennar warrants that for a period of two years, your Home will be free of any defect in the electrical, plumbing, heating, cooling, and ventilating systems. Notwithstanding provisions to the contrary in the Lennar Limited Warranty, Lennar warrants appliances, fixtures, and items of equipment that we install, but the warranty period is limited to the length and scope of the manufacturer's warranty on the item.

Maryland (Montgomery County, only)

The Lennar Limited Warranty is intended to meet or exceed the terms and rights required by the Montgomery County Code. The Lennar Limited Warranty will provide the greater of the coverage of the Lennar Warranty Workmanship, Systems and Structural Standards or the Montgomery County Code, whenever they are in conflict.

Additionally, this Lennar Limited Warranty is intended to meet or exceed the terms and rights set forth in the Montgomery County Code related to consequential damages arising as a result of construction defects. The Lennar Limited Warranty will cover the greater of the damages provided in the Lennar Limited Warranty or the requirements of the Montgomery County Code, whenever there is a conflict between them.

You may obtain a copy of the applicable county warranty requirements from Montgomery County, directly.

Minnesota

The Lennar Limited Warranty is intended to meet or exceed the statutory warranties contained in Chapter 327A of Minnesota Statutes. Where the statutory coverage provides greater coverage than the Lennar Warranty Workmanship, Systems and Structural Standard, the statutory coverage shall apply.

The Minnesota Common Interest Ownership Act (Chapter 515B of Minnesota Statutes, also known as "MCIOA") governs communities containing attached homes and communities containing detached homes with exterior maintenance provided by a homeowner's association. With respect to homes that are subject to MCIOA, the Lennar Limited Warranty is intended to meet or exceed the statutory warranties contained in Sections 4-112 through 4-115 of MCIOA. Where the statutory coverage provides greater coverage than the Lennar Warranty Workmanship, Systems and Structural Standard, the statutory coverage shall apply.

To preserve your rights under the Lennar Limited Warranty in Minnesota, you must notify us in writing of your claim no later than six months after the applicable warranty time periods expire.

Missouri

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISOIN WHICH MAY BE ENFORCED BY THE PARTIES.

South Carolina

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, SECTION 15048-10, ET. SEQ. CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED.

Lennar Workmanship, Systems and Structural Standards

The following Workmanship, Systems and Structural Standards have been developed and accepted by the residential construction industry in general. The following Standards are expressed in terms of required standards under the Lennar Limited Warranty. Lennar shall correct any condition that does not comply with these standards that occur within the applicable warranty term. Lennar will attempt to match and replace with Homeowner's original choice of colors and materials, except where Homeowner custom-ordered the items. Lennar is not responsible for discontinued items, changes in dye lots, colors or patterns, or items ordered outside of the original construction and does not guarantee an exact match to any paint color or other finish.

Structural components covered by the Structural Standards set forth on the following pages shall only include:

1. Foundations systems and footings
2. Beams
3. Girders
4. Lintels
5. Columns
6. Roof sheathing (only if your Home has original FHA/VA financing still in effect)
7. Load bearing walls and partitions
8. Roof framing systems
9. Floor systems
10. For the State of Colorado, basement slabs for the first four years of the structural warranty period but only if your Home has original FHA/VA-insured financing.

The following components are NOT covered under the Structural Standards set forth on the following pages:

1. Non-load bearing partitions and walls
2. Wall tile or paper
3. Plaster, laths or drywall
4. flooring and sub-floor material
5. Brick, stucco, stone, siding or veneer
6. Any other type of exterior cladding
7. Roof shingles, roof tiles, sheathing, and tar paper
8. Heating, cooling, ventilating, plumbing, electrical and mechanical systems
9. Appliances, fixtures or items of equipment
10. Doors, trim, cabinets, hardware, insulation, paint, stains
11. Basement and other interior floating, ground-supported concrete slabs
12. Any item covered under the workmanship and systems standards

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Interior Trim 24
Thermal and Moisture Protection 25
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Roof 30
Doors and Windows 33
Finishes 37
Flooring 39
Paint/Wall Covering 43
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Cabinets and Countertops 46
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Decks 48
Pest Control 48
Pools 48
Plumbing 48
Mechanical 50
Electrical 52
Mechanical Systems 54
Electrical Systems 55
Structural 56

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
SITE WORK	
Grading	Performance Standard: Settling around foundation walls, utility trenches or other filled areas that exceeds a maximum of six-inches from finished grade established by Builder is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Homeowner is responsible for removal and replacement of shrubs and other landscaping affected by placement of the fill. Exclusion: Homeowner is responsible for establishing and maintaining adequate ground cover. Landscape altered by the Homeowner voids the Warranty on settlement/grading.
Improper surface drainage	Performance Standard: Deficiency is limited to grades within 10 feet and swales within 20 feet of Home. Standing or ponding water that remains in these areas for a period longer than 24 hours after a normal rain is considered a deficiency. In swales that drain from adjoining properties or where a sump pump discharges, water is not to remain in these areas for a period longer than 48 hours after a normal rain. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not considered a deficiency. No grading determination is to be made while there is frost or snow or when the ground is saturated. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Builder is only responsible for initially establishing the proper grades, swales and drainage away from the Home. The Homeowner is responsible for maintaining such grades and swales once constructed by the Builder. Builder is not responsible for drainage deficiencies attributable to grading requirements imposed by state, county or local governing agencies. Exclusion: Standing or ponding water outside of defined swales and beyond 10 feet from the foundation of the Home or that is within 10 feet but is caused by unusual grade conditions, or retention of treed areas, is not considered a deficiency. Standing or ponding water caused by changes in the grade or placement of sod, fencing, or any other obstructions by Homeowner is excluded from coverage. If the Homeowner adds a pool, patio or decks, Builder will no longer be responsible for any warranty claim for improper surface drainage.
Flowing or trickling water appears in interior crawl space surfaces	Performance Standard: A crawl space that is not graded and drained properly to prevent surface run-off from accumulating deeper than 2 inches in areas 36 inches or larger in diameter is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies caused by the 1) Homeowner improperly modifying the existing grade or allowing water from an irrigation system to cause water to accumulate excessively under the foundation.; 2) Homeowner allowing land- scape plantings to interfere with proper drainage away from the foundation; or 3) Homeowner using the crawl space for storage of any kind are excluded from the Warranty.
Soil erosion	No coverage.
LANDSCAPE	No coverage due to regional variances in temperature and terrain.
Landscape damage from warranty repairs	Performance Standard: Landscape areas that are disturbed during repair work are deficiencies. Responsibility: Restore grades, seed and landscape to meet original condition as reasonably possible. Builder is not responsible for grassed or landscaped areas which are damaged by others, including any work performed by public or private utility companies. Exclusion: Replacement of trees and large bushes that existed at the time the Home was constructed or those added by the Homeowner after occupancy or those that subsequently die are excluded from coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
IRRIGATION	
Irrigation plumbing (Pipes, Heads, backflow)	No coverage.
Irrigation controller and electric valves	Irrigation controller and electrical valves that are not installed according to manufacturer's specifications are a deficiency.
FENCING	No coverage.
CONCRETE	
Basement or foundation wall cracks, other than expansion or control joints	Performance Standard: Cracks that allow water to enter through the basement or crawl space wall or seeping through the basement floor are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies caused by the 1) Homeowner improperly modifying the existing grade or allowing water from an irrigation system to cause water to accumulate excessively under the foundation; 2) Homeowner allowing land- scape plantings to interfere with proper drainage away from the foundation; or 3) Homeowner using the crawl space for storage of any kind are excluded from the Warranty.
Expansion/control joint separation	No coverage. Concrete slabs are designed to move at control joints, and such movement does not require corrective action.
Cracking of attached garage floor slab	Performance Standard: Cracks in attached garage floor slabs that exceed 1/4-inch in width or 1/4-inch in vertical offset are a deficiency. Responsibility: Builder will take corrective action necessary to comply with the Standard. Exclusion: Matching of concrete color or texture is not covered by the Warranty.
Cracking of detached garage floor slab	No coverage.
Garage concrete floor has settled, heaved, or separated	Performance Standard: A garage floor that settles, heaves, or separates in excess of 1 inch from the foundation of the Home is a deficiency. Responsibility: Builder will take corrective action necessary to comply with the Standard.
Cracks in attached patio slab, HVAC pads, and sidewalks	No coverage. Driveways, sidewalks, stoops, patios, etc., are exposed to the elements year-round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion and contraction.
Cracks in exterior concrete	No coverage. Driveways, sidewalks, stoops, patios, etc., are exposed to the elements year-round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion and contraction.
Cracks in concrete on-grade floors, with finish flooring	Performance Standard: Cracks that rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies. Responsibility: Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair may include filling, grinding or use of a floor-leveling compound. Exclusion: Concrete slab-on-grade floors cannot be expected to be crack-free. Most cracking is minor and is the result of large areas of concrete shrinking as the concrete cures. These cracks do not affect the structural integrity of the Home. Since slab-on-grade floors are quite large, shrinkage cracks can be expected to occur randomly.
Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Cracks in visible face of foundation	No coverage.
Uneven concrete floor slabs	Performance Standard: Concrete floors in rooms finished for habitability by Builder that have pits, depressions or area of unevenness exceeding 3/8-inch in 4 feet are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Where applicable, surface patching is an accepted method of repair. Reinstall or replace any finish flooring material as necessary. Exclusion: Basement floors or where a floor or a portion of a floor has been designed for specific drainage purposes are excluded from the Standard.
Interior concrete work is pitting, scaling or spalling	Performance Standard: Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the Builder's control. Color variations are not covered by the Warranty.
Efflorescence is present on surface of basement floor	No coverage.
Separation of brick or masonry edging from concrete slab or step	Performance Standard: It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks in excess of 1/4-inch are a deficiency. Responsibility: Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as closely as possible but Builder cannot guarantee an exact match.
Cracking, settling or heaving of stoops and steps	Performance Standard: Stoops and steps that have settled, heaved or separated in excess of 1 inch from Home are a deficiency. Responsibility: Builder shall take corrective action necessary to meet the Standard.
Water remains on stoops or steps after rain has stopped	Performance Standard: Water shall drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain. Responsibility: Builder shall take corrective action necessary to meet the Standard.
Concrete stair general standards	Performance Standard: Concrete stair steepness and dimensions, such as tread width, riser height, landing size and stairway width that do not comply with the Building Code are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Concrete stair handrail standards	Performance Standard: Handrails that do not remain securely attached to concrete stairs are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Handrails that do not remain securely attached because of ordinary wear and tear including but not limited to children sliding down the rail or otherwise playing on the rails is excluded.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Separation or movement of concrete slabs within the structure at construction and control joints	No coverage. Concrete slabs within the structure are designed to move at construction and control joints and are not deficiencies. The Homeowner is responsible for maintenance of joint material. Expansion joints are intention- ally placed in some concrete surfaces to allow sections of concrete to expand and contract with changes in temperature, and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often have inserted plastic barriers or have been grooved/notched during concrete placement and will have a tendency to move or crack in the joint area.
Concrete block or poured concrete basement wall is bowed or out of plumb	Performance Standard: Basement walls that bow or are out of plumb greater than 1.5 inches per 8 feet when measured vertically on the wall are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exposed concrete wall has holes in it	Performance Standard: Holes in walls that are larger than 1 inch in diameter or 1 inch in depth are considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Concrete has protruding objects	Performance Standard: Concrete slabs that have protruding objects, such as a nail, rebar or wire mesh are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Asphalt driveways	No coverage.
Masonry (brick) driveway settlement/ shifting	No coverage.
Masonry driveway color variation	No coverage.
Cracks/chips in masonry driveway	Performance Standard: Cracks or chips in a masonry driveway caused by construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Negative slope driveway	Performance Standard: A driveway that has a negative slope is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Driveways with negative slope due to site conditions where the lot is below the road are not a deficiency.
Pop-outs in exterior concrete	No coverage.
Surface scaling in exterior concrete	No coverage.
Water ponding on exterior concrete surfaces	No coverage.
Common area sidewalks	No coverage.
Exterior concrete paver surfaces	No coverage.
Exterior concrete finish	No coverage.
Protruding object in exterior concrete	Performance Standard: Exterior concrete that has protruding objects, such as a nail, rebar or wire mesh is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Concrete corners and edges	Performance Standard: Concrete corners and edges that are excessively damaged during construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
MASONRY	
Cracks in masonry, brick or stone veneer	Performance Standard: Small hairline cracks resulting from shrinkage are common in mortar joints of masonry construction. Cracks greater than 1/4-inch in width are deficiencies. Responsibility: Builder will repair cracks greater than 1/4-inch by tuck pointing and patching. Repairs should be made near the end of the Warranty Term to allow Home to stabilize and normal settlement to occur. Exclusion: Builder is not responsible for color variations between existing and new mortar.
Masonry wall bowed	Performance Standard: A masonry wall that bows in an amount equal to or in excess of 1 inch in ten feet when measured vertically is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: This Standard does not apply to natural stone products.
Masonry broken, loose or deteriorated	Performance Standard: A masonry unit or mortar that is broken, loose or deteriorated is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Stained or dirty masonry	Performance Standard: Masonry that has dirt, stain or debris on the surface due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Gaps in masonry walls	Performance Standard: A gap between masonry and adjacent material equaling or exceeding 1/4-inch in average width that is not caulked is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Mortar obstructions	Performance Standard: Mortar that obstructs a functional opening, such as a vent, weep hole or plumbing cleanout is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies caused by the Homeowner putting any material into weep holes are excluded. Weep holes are an integral part of the wall drainage system and must remain unobstructed.
Mortar stain on exterior brick or stone	Performance Standard: Exterior brick and stone shall be free of mortar stains detracting from the appearance of the finished wall when viewed from 20 feet at closing. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Efflorescence is present on masonry or mortar surface	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Cracking or spalling of stucco and cement plaster	Performance Standard: Hairline cracks in stucco or cement plaster are common especially if applied directly to masonry back-up. Cracks greater than 1/8-inch in width or spalling of the finish surfaces are deficiencies. Responsibility: Scrape out cracks and spalled areas. Fill with cement plaster or stucco to match finish and color as close as possible. Exclusion: The Builder will try to match the original stucco texture and color as closely as possible, but a perfect match is not covered by the Warranty. The Builder shall not be responsible for repairing cracks in stucco caused by the Homeowner's actions, including the attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings and hose racks.
Separation at stucco joints	Performance Standard: A separation between a stucco surface and adjacent material that equals or exceeds 1/4-inch in width that is not caulked is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Separation of coating from base on exterior stucco wall	Performance Standard: Texture may become separated from the base stucco layer. Missing stucco texture greater than 1/8-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder is not responsible for failure to match color or texture, due to the nature of the material. Exclusion: Texture loss beneath the horizontal weep or drainage screed is normal and is not covered by the Warranty.
Exposed lath	Performance Standard: Lath that is exposed is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Texture mismatch	Performance Standard: Deviations, bumps or voids measuring over 1/4-inch per 4 feet, which are not part of the intended texture are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exemptions: Texture is applied by hand, which varies with the technique of the installer. Where tall walls exist, it is necessary to install in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. Inherent inconsistency is to be expected as with all hand-applied troweled finishes. During repair, the Builder will try to match the original texture as closely as possible, but a perfect match is not covered by the Warranty.
Stucco color mismatch	No coverage. Stucco/Cementitious finish is a colored cement product and is affected by the underlying surface, application technique, temperature, humidity and curing. The Builder will try to match stucco/cementitious finish color as closely as possible, but a perfect match is not covered by the Warranty.
Surface staining	No coverage. The surface of exterior walls may become stained from rainwater or water splashing up from the ground. Since the surface is a porous material, this condition cannot be eliminated and is not covered by the Warranty.
Stucco/cementitious finish appears wet	No coverage. The surface is a porous cement product and designed to become saturated with moisture. It will, therefore, appear wet long after rain has stopped. This is a normal condition and is not covered by the Warranty.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Stucco finish imperfections	Performance Standard: Stucco surfaces that have imperfections that are visible from a distance of ten feet under normal lighting conditions and that disrupt the overall uniformity of the finished pattern are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Stucco screed	Performance Standard: A stucco screed that does not have a minimum clearance of at least 4 inches above the soil or landscape surface and at least 2 inches above any paved surface is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deficiencies due to Homeowner-altered landscape are not covered.
Stucco obstructs opening	Performance Standard: Stucco that obstructs a functional opening, such as a vent, weep hole or plumbing cleanout is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Course of masonry or veneer not straight	No coverage.
Exterior cut bricks are of different thickness below openings	No coverage.
CARPENTRY/FRAMING	
Floors squeak, due to improper installation or loose subfloors	Performance Standard: Loud and objectionable squeaks caused by improper installation or loose subfloor are deficiencies, but a totally squeak-proof floor cannot be guaranteed. Responsibility: Builder will refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes. Floor squeaks may occur when a subfloor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. Squeaks may also occur when one joint is deflected while the other members remain stationary. Because the Standard requires the Builder to make a reasonable attempt to eliminate squeaks without requiring removal of all floor and ceiling finishes, nailing loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.
Squeaking stair riser or tread	Performance Standard: Loud squeaks caused by a loose stair riser or tread are deficiencies, but totally squeak-proof stair risers or treads cannot be guaranteed. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Gaps exist between interior stair railing parts	Performance Standard: Gaps between interior stair railing parts that exceed 1/8-inch in width are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Interior stair railing lacks rigidity	Performance Standard: Interior stair railings that are not attached to structural members in accordance with applicable codes are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Interior stair tread deflects too much	Performance Standard: An interior stair tread that deflects in excess of 1/8-inch at 200 pounds force is a deficiency. Responsibility. Builder shall take corrective action necessary to comply with the Standard.
Gaps exist between interior stair risers, treads, and/or skirts	Performance Standard: Gaps between adjoining parts that are designed to meet flush that exceed 1/8-inch in width are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Uneven wood framed floors	Performance Standard: Sub-flooring that has excessive humps, ridges, depressions or slopes within any room that equals or exceeds 3/8- inch in any 32-inch direction is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood floor is out of square	No coverage.
Wood floor is out of level	Performance Standard: If any point on the surface of a wood floor is more than 1/2-inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions, it is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Excessive deflection observed in floor or roof constructed of wood I-joists	Performance Standard: All beams, joists, rafters, headers, and other structural members constructed of wood I-joists that are not sized, and fasteners spaced, according to manufacturer's specifications for size, length, and spacing are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Bowed stud walls or ceilings	Performance Standard: All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Walls or ceilings that are bowed more than 1/2-inch within a 32-inch horizontal measurement; or 1/2-inch with any 8 foot vertical measurement are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood frame walls out of plumb	Performance Standard: Wood frame walls that are more than 3/8-inch out of plumb for any 32-inch vertical measurement are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Wood, concrete, masonry or steel columns are bowed or out of plumb	Performance Standard: Wood columns that are bowed in excess of 1/2-inch in 8 feet or out of plumb in excess of 1/8-inch in any 12 inches or 3/4-inch in 8 feet when measured from base to top of column are a deficiency. Concrete columns installed with a bow in excess of 1 inch in 8 feet are a deficiency. Concrete columns installed out of plumb in excess of 1/4-inch in 12 inches when measured from the base to the top of the column, not to exceed 1.5 inches in 8 feet are a deficiency. Exposed concrete columns bowed or out of plumb in excess of 1 inch in 8 feet are a deficiency. Masonry columns installed out of plumb in excess of 1/4-inch in 12 inches when measured from the base to the top of the column not to exceed 1.5 inches in 8 feet are a deficiency. Masonry columns bowed or out of plumb more than 1 inch in 8 feet are a deficiency. Steel columns out of plumb in excess of 1/8-inch in 12 inches when measured from the base to the top of the column are a deficiency. Steel columns bowed or out of plumb in excess of 3/8-inch in 8 feet when measured vertically are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exterior moisture barrier on wall	Performance Standard: An exterior moisture barrier that allows an accumulation of moisture inside the barrier is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Penetrations made by the Homeowner through the exterior moisture barrier that permit the introduction of moisture inside the barrier are excluded.
Springiness, bounce, shaking, or visible sag is observed in floor or roof	Performance Standard: All beams, joists, rafters, headers and other structural members shall be sized and fasteners spaced according to the National Forest Products Association span tables or local building codes. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wood beam or post is split	Performance Standard: Beams or post, especially those 2.5 inches or greater in thickness, will sometimes split as they dry subsequent to construction. Unfilled splits exceeding 1/4-inch in width and all splits exceeding 3/8-inch in width are deficiencies. Responsibility: Builder shall repair or replace as required. Filling splits is acceptable for widths up to 3/8-inch. Exclusion: Some characteristics of drying wood are beyond the control of the Builder and cannot be prevented.
Wood beam or post is twisted, bowed or cupped	Performance Standard: A non-structural post or beam having a warp or twist equal or exceeding 1 inch in 8 feet of length is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Split or warped rafters or trusses	No coverage. Some splitting or warping is normal and is caused by high temperature effects on lumber.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Exterior sheathing and sub-flooring which delaminates or swells	Performance Standard: Sheathing and sub-floor delaminating or swelling on the side that the finish material has been applied is a deficiency. Responsibility: Builder shall repair or replace subflooring or sheathing as required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as closely as possible.
Wood frame walls out of square	Performance Standard: The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor that is not 20 feet plus or minus 1/2-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
INTERIOR TRIM	
Shelving	Performance Standard: The length of a closet rod shall not be shorter than the actual distance between the end supports in an amount equal to or exceeding 1/4-inch and shall be supported by brackets installed per manufacturer specifications. The length of a shelf shall not be shorter than the actual distance between the supporting walls by an amount equal to or exceeding 1/4-inch and shall be supported by brackets mounted per manufacturer specifications. End supports shall be securely mounted per manufacturer specifications. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Unsatisfactory quality of finished interior trim and workmanship	Performance Standard: Joints between moldings and adjacent surfaces that exceed 1/8-inch in width are deficiencies. Responsibility: Repair defective joints and touch up finish coating where required to match as closely as possible. Caulking is acceptable. Exclusion: Some separation due to lumber shrinkage is normal and should be expected. Separation of trim and moldings can be caused by lack of control of indoor relative humidity by Homeowner and is not covered.
Inside corner is not coped or mitered	Performance Standard: Trim edges at inside corners that are not coped or mitered are a deficiency. However, square edge trim may be butted. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Trim or molding miter edges do not meet	Performance Standard: Gaps between miter edges in trim and molding that exceed 1/4-inch at installation are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Interior trim is split	No coverage. Splits, cracks and checking are inherent characteristics of all wood products and are not considered deficiencies.
Hammer marks visible on interior trim	Performance Standard: Hammer marks on interior trim that are readily visible from a distance of 6 feet under normal lighting conditions are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exemption: Refinished or replaced areas may not match surrounding areas exactly.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Exposed nail heads in woodwork	Performance Standard: After painting or finishing, nails and nails holes that are readily visible from a distance of 6 feet under normal lighting conditions are a deficiency. Responsibility: Fill nail holes where required and, if necessary, touch up paint, stain or varnish to match as closely as possible. Builder's responsibility is limited to deficiencies noted prior to closing. Exemption: Nail holes do not have to be filled where the surface finish is not conducive or so designed to have nail holes filled because of the product. Nail holes in base and trim in unfinished rooms or closets do not have to be filled.
THERMAL AND MOISTURE PROTECTION	
Leaks in basement or in foundation/crawl space	Performance Standard: Leaks resulting in actual trickling of water through the walls or seeping through the floor are deficiencies. Responsibility: Take such corrective action as is necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of Homeowner negligence. Where a sump pit has been installed by Builder in the affected areas, but the sump pump was not contracted for or installed by Builder, no action is required until a properly sized pump is installed by the Homeowner in an attempt to correct the condition. Should the condition continue to exist, then Builder shall take necessary action to correct the problem. Exemption: Leaks caused by landscaping improperly installed by the Homeowner or failure by the Homeowner to maintain proper grades are excluded from Warranty Coverage. Dampness in basement and foundation walls or in concrete basement and crawl space floors is often common to new construction and is not a deficiency.
Insufficient insulation	Performance Standard: Insulation that is not installed around all habitable areas in accordance with established local industry standards is a deficiency. Responsibility: Builder shall install insulation of sufficient thickness and characteristics to meet the local industry standards. In the case of dispute, cost for investigating the sufficiency of insulation and restoring areas to prior condition is to be borne by Homeowner if it is found that the standard has been met by Builder. Builder's responsibility is limited to deficiencies noted prior to closing.
Sound transmission between rooms, floor levels, or from the street into Home	No coverage.
Inadequate ventilation or moisture in crawl spaces	Performance Standard: Crawl spaces shall have adequate ventilation to remove moisture or other approved method of moisture control. Ventilation or other moisture control methods shall be considered a deficiency if there is damage to supporting members or insulation due to moisture accumulation. Responsibility: Builder shall investigate to determine cause and make necessary repairs. Corrective action may include the installation or properly sized louvers, vents, vapor barrier or other locally approved method of moisture control. Exclusion: Temporary conditions may cause condensation in crawl spaces that cannot be eliminated by ventilation and/or vapor barrier. Night air may cool foundation walls and provide a cool surface on which moisture may condense. In homes that are left unheated in the winter, the underside of floors may provide a cold surface on which warmer crawl space air may condense. These and other similar conditions are beyond the Builder's control. Maintaining adequate heat and seasonable adjustment of vents is the responsibility of the Homeowner.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Inadequate ventilation or moisture control in attics or roofs	Performance Standard: Attics or roofs shall have adequate ventilation to remove moisture, or other approved method of moisture control. Ventilation or other moisture control methods shall be considered a deficiency if there is damage to supporting members or insulation due to moisture accumulation. Responsibility: Builder shall investigate to determine cause and make necessary repairs. Corrective action may include the installation of properly sized louvers, vents, vapor retarder or other locally approved method of moisture control. Exclusion: The Homeowner is responsible for keeping existing vents unobstructed. Locally approved and properly constructed "hot roof" or other alternative roof designs may not require ventilation, and where there is no evidence of moisture damage to supporting members or insulation, there are no deficiencies.
Attic vents or louvers leak	Performance Standard: Attic vents and louvers that leak are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Infiltration of wind driven rain and snow are not considered leaks and are beyond the control of the Builder.
Bath or kitchen exhaust fans improperly vented into attic	Performance Standard: Bath or kitchen exhaust fans that are vented into attics causing moisture to accumulate resulting in damage to supporting members or insulation are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Kitchen or bath fans allow cold air infiltration	No coverage. This is a normal condition beyond the Builder's control.
Kitchen or bath exhaust noise from flappers	No coverage. This is a normal condition beyond the Builder's control.
Water or air leaks in exterior walls due to inadequate caulking	Performance Standard: Joints and cracks in exterior wall surfaces and around openings that are not properly caulked to exclude the entry of water or excessive drafts are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner must maintain caulking once the condition is corrected.
SIDING	
Delamination, splitting or deterioration of exterior siding	Performance Standard: Any hardwood or composite siding that has delaminated (separated into layers) is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The effects of improper Homeowner maintenance, negligent damage caused by objects striking the siding and weathering are not covered by the Warranty.
Loose or fallen siding	Performance Standard: All siding that is not installed properly, which causes same to come loose or fall off is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Loose or fallen siding due to Homeowners actions or neglect, such as leaning heavy objects against siding, impact, or sprinkler systems repeatedly wetting siding is not a deficiency.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Siding is bowed	Performance Standard: Bows exceeding 1/2-inch in 32 inches are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. If replacement of siding is required, Builder will match the original material as closely as possible. Homeowner should be aware that the new finish may not exactly match the original surface texture or color. Exclusion: Bowed siding due to Homeowner's actions or such as bowing caused by sprinkler system repeatedly wetting siding is not a deficiency.
Siding is cupped	Performance Standard: Siding cupped in an amount equal to or exceeding 1/2-inch in a 6-foot run is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Stained siding from nails	Performance Standard: Nail stains exceeding 1/2-inch in length and visible from a distance of 20 feet are deficiencies. Responsibility: Builder shall correct by either removing stains, painting or staining the affected area one-time only during the Warranty Term. Builder shall match color and finish as closely as possible. Where paint or stain touch up affects the majority of the wall surface, the whole area shall be refinished. Exclusion: "Natural weathering" or semi-transparent stains are excluded from coverage.
Siding joints separated	Performance Standard: Joint separations in siding exceeding 3/16-inch are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Filling with sealant is an acceptable repair.
Gaps between siding and trim	Performance Standard: Gaps between siding and moldings at trim pieces, miter joints or openings that exceed 1/4-inch are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Caulking and repainting is an acceptable repair.
Siding nails expose interior fiber	Performance Standard: Siding nails that are countersunk to expose the interior fibers of hardboard or cementitious composite siding are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Caulking and repainting is an acceptable repair.
Splits or knotholes in siding or trim	Performance Standard: Knotholes that expose the underlying sheathing or building paper, or splits in exterior siding or trim wider than 1/8- inch are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Siding color or texture mismatch	Performance Standard: The Builder will try to match the texture and color of the existing siding as closely as possible for any repair or replacement of siding, but a perfect match is not guaranteed by the Warranty.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Siding finish faded	Performance Standard: Any colored siding will fade when exposed to the sun. This is a normal condition. If a particular piece of siding that becomes excessively faded in contrast to similarly exposed siding, it is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Siding/trim wood rot	Performance Standard: Some warping, cupping, splitting or rotting of wood can be expected. Excess warping, cupping, spitting or rotting of wooden members is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
"Bleeding" through siding paint	Performance Standard: Resins and extractives "bleeding" through the paint are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The Warranty will not apply if stains or clear wood protectants are used, since they do not cover up the natural extractives of wood. Effects of improper Homeowner maintenance, negligence, physical damage or weathering are not covered by the Warranty.
Unsatisfactory quality of finished exterior trim and workmanship	Performance Standard: Joints between exterior trim elements and siding which are in excess of 1/4-inch are deficiencies. In all cases, the siding shall be capable of performing its function to exclude the elements. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Caulk open joints between dissimilar materials.
Loose exterior trim	Performance Standard: Trim that has separated from the Home by more than 1/4-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Warranty does not cover trim separation caused by acts of God or unusually high winds that exceed the manufacturer's wind limits.
Protruding nails in exterior trim	Performance Standard: Trim with nails that completely protrude through the finished surface of the trim is a deficiency but nail heads may be visible on some products. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Some products specify that the nails be flush with the trim surface. When these products are used, visible nail heads are not considered protruding nails as long as they are painted over.
Nail stains in exterior trim	Performance Standard: Nail stains exceeding 1/2-inch in length and visible from a distance of 20 feet are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Exterior trim board cupped	Performance Standard: Exterior trim and eave block that cups in an amount equal to or in excess of a 1/4-inch in a 6-foot run is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exterior trim board twisted	Performance Standard: Bows and twists in trim board exceeding 3/4-inch per 8 feet are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Exterior trim is split	Performance Standard: Exterior trim and eave block with cracks or splits equal to or in excess of 1/8-inch in average width are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Siding is not installed on a straight line	Performance Standard: Any piece of lap siding more than 1/2-inch off parallel in 20 feet with contiguous courses is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Siding is buckled	Performance Standard: Siding that projects more than 3/16-inch from the face of adjacent siding is a deficiency Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Siding is wavy	Performance Standard: Some waviness in lap siding is to be expected because of bows in studs. Thermal expansion waves or distortions in aluminum or vinyl lap siding, sometimes called oil canning, are considered deficiencies if they exceed 1/2-inch in 32 inches. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Aluminum or vinyl lap siding trim is loose from Home	Performance Standard: Trim that is separated more than 1/4-inch from the Home is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Aluminum or vinyl lap siding courses are not parallel with eaves or wall openings	Performance Standard: Any piece of aluminum or vinyl lap siding more than 1/2-inch off parallel in 20 feet with contiguous courses, or contiguous break such as a soffit line, is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Aluminum or vinyl lap siding nail shows under window, door, or eave	Performance Standard: Facing nails that do not match the color of the trim they affix are deficiencies. Nail heads in the field of the siding that are exposed are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Aluminum or vinyl lap siding trim accessory is loose from caulking at windows or other wall	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Aluminum or vinyl lap siding is not cut tight to moldings	Performance Standard: Gaps between siding and moldings that exceed 1/4-inch are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The consumer and contractor may agree to disregard standard to match conditions on structure.
Aluminum or vinyl lap siding is cut crooked	Performance Standard: Visible cuts in siding shall be straight, plumb, and neat. Crooked cuts greater than 1/8-inch from true are a deficiency. Responsibility: Gaps shall comply with the manufacturer's guidelines unless the existing building is out of square or out of plumb. Cut edges of vinyl siding should always be covered by trim or receiving channels and should not be visible. Cuts should be made so that when properly installed in trim, edges are not visible.
ROOF	
Water trapped under roofing membrane	Performance Standard: Any blister larger than 12 inches is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Roof or flashing leaks	Performance Standard: Roof and flashing leaks that occur under normal weather conditions are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Leaks caused by debris or ice accumulation are considered part of routine Homeowner maintenance and are not covered by the Warranty.
Roof shingles have blown off	Performance Standard: Shingles shall not blow off in wind less than the manufacturer's standards or specifications. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Shingles that blow off in winds less than the manufacturer's specifications due to a manufacturing defect are the manufacturer's responsibility. Shingles that blow off in hurricanes, tornadoes, hailstorms, or winds including gusts greater than 60 miles per hour, are not deficiencies. Homeowner should consult the manufacturer's warranty for specs, standards and warranty responsibility in higher wind speeds.
Lifted, torn, curled or otherwise defective shingles	No coverage. Manufacturing defects in shingles are not covered under the Warranty. The Homeowner should consult the manufacturer's warranty for specs, standards, and manufacturer's warranty responsibility.
Mildew, algae and moss on roofs	No coverage. The growth of mildew, algae and moss on roof surfaces is caused by the accumulation of dust and considered the responsibility of the Homeowner to conduct proper routine maintenance. The growth of mildew, algae and moss on roof surfaces is not covered under the Warranty.
Roof tile efflorescence	No coverage. Efflorescence is a temporary surface condition that causes a white chalky substance to form on concrete products. It is not uncommon for efflorescence to form on roof tiles, as it is a common condition for all concrete products. Efflorescence will eventually wash away with rain and, therefore, is not covered under the Warranty.
Roofing shingles or tiles not aligned	No coverage. Shingles and tiles are installed to withstand a maximum exposure to the weather as recommended by the manufacturer. Often, tiles and shingles must be adjusted to compensate for differing roof conditions. This is not considered a defect.
Shading or shadowing pattern	No coverage. Shading or shadowing on roofing materials is caused by the differences in product color installed in a specific area. The Builder will try to minimize shading deviations by mixing the tiles and shingles during installation, but uniform shading or shadowing is not covered by the Warranty.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Roof tile color variations	No coverage. Color fading, color changes, variations of the color hue or physical deterioration of the color from outside conditions of roof tiles should be expected. Because shade variations are normal and expected from weather, oxidation or air pollutants, color variations in roof tiles are not covered by the Warranty.
New roofing products do not match existing	No coverage. The color and texture of new roofing components used to repair existing roofing components may not match due to weather or manufacturing variations. For any repair or replacement of roofing components, the Builder will try to match the texture and color of existing roofing components as closely as possible, but a perfect color match is not covered by the Warranty.
Interior water damage from ice-damming	Performance Standard: Ice-damming causing leaks into living areas because of incorrectly installed insulation is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: No action is required if the condition is caused by swings of freezing and thawing in the weather.
Loose or cracked tiles or shingles	Performance Standard: A roof tile that is cracked or broken is a deficiency. A shingle that is broken so that it detracts from the overall appearance of the Home is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Deficiencies caused by Homeowner conduct.
Standing water on built-up roofs	Performance Standard: Water that does not drain from a flat or low pitched roof within 24 hours of a normal rainfall is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Minor ponding or standing of water is not considered a deficiency. Minor ponding shall not exceed 3/8-inch.
Miscellaneous roof water infiltration	Performance Standard: Exterior moisture barrier of the roof that allows moisture penetration is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Penetrations through exterior moisture barrier of the roof made by the Homeowner.
Roofing is blistered but does not admit water	Performance Standard: No coverage. Surface blistering of roll roofing is caused by unusual conditions of heat and humidity acting on the asphalt and cannot be controlled by the Builder.
Roof ridge beam deflects	Performance Standard: Roof ridge beam deflection greater than 1 inch in 8 feet is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Roof or ceiling rafter bows	Performance Standard: Rafters that bow greater than 1 inch in 8 feet are considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Roof sheathing is wavy or appears bowed	Performance Standard: Roof sheathing that bows more than 1/2-inch in 2 feet is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Ice builds up on the roof	No coverage. During prolonged cold spells, ice is likely to build up at the eaves of a roof. This condition can naturally occur when snow and ice accumulates.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Asphalt shingles do not overhang edges of roof, or hang too far over edges of roof	Performance Standard: Asphalt shingles shall overhang roof edges by not less than 1/4-inch, and not more than 3/4-inch unless the manufacturer's standards/specifications indicate otherwise. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Asphalt shingles have developed surface buckling	Performance Standard: Asphalt shingle surfaces need not be perfectly flat. Buckling higher than 1/4-inch is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Sheathing nails have loosened from framing and raised asphalt shingles	Performance Standard: Nails that loosen from roof sheathing to raise asphalt shingles from surface are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Roofing nails are exposed at ridge of roof	Performance Standard: Nail heads shall be sealed to prevent leakage. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Holes from walk boards are visible in asphalt shingles	Performance Standard: Holes from walk boards shall be flashed and sealed below the asphalt shingle tab to prevent leakage. If patch is visible from ground, the shingle should be replaced. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Existing roof shingles telegraphing through new asphalt shingles	No coverage.
Water is trapped under roll roofing	Performance Standard: Water that becomes trapped under roll roofing is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Gutter and downspouts leak	Performance Standard: Leaks at connections of gutters and downspouts are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Homeowner is responsible for keeping gutters and downspouts clean. Gutter may overflow during heavy rains provided proper care is taken by the Homeowner to clear debris, snow and ice.
Water remains in gutters after a rain	Performance Standard: Small amounts of water may remain in some sections of gutter for a short time after a rain. Standing water in gutters that exceeds 1/2-inch in depth is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Homeowner is responsible for keeping gutters and downspouts free from debris that would obstruct drainage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
DOORS AND WINDOWS	
Warpage of interior or exterior doors	Performance Standard: Warping on doors that exceeds 1/4-inch as measured diagonally from corner to corner is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Warping that occurs to stain or lacquer-finished doors that are improperly maintained is the Homeowner's responsibility and is not covered by the Warranty.
Doors that do not open and close freely without binding against the doorframe	Performance Standard: Passage doors that do not open and close freely without binding against the doorframe are deficiencies. Lock bolt is to fit the keeper to maintain a closed position. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Wood doors may stick during occasional periods of high humidity. Seasonal changes may cause doors to expand and contract and are usually temporary conditions.
Gaps are visible around exterior door edge, door jamb and threshold	Performance Standard: Gaps greater than 1/4-inch are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Door edge is not parallel to door jamb	Performance Standard: Door edge that is not within 3/16-inch of parallel to the door jamb is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Door swings open or closed by the force of gravity	Performance Standard: When a door is placed in an open position, it shall remain in the position it was placed, unless the movement is caused by airflow. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Door panels shrink and expose bare wood	No coverage. Wooden panels will shrink and expand because of temperature and/or humidity changes and may expose unpainted surfaces. This does not constitute a defect.
Door panels split	Performance Standard: Door panels that have split to allow light to be visible through the door are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Bottom of doors drag on carpet surface	Performance Standard: Where it is understood by Builder and Homeowner that carpet is planned to be installed as floor finish by Builder, the bottom of the doors which drag on the carpet are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Where carpet is selected by the Homeowner having excessive high pile, the Homeowner is responsible for any additional door undercutting. Builder is not responsible if Homeowner installs carpet.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Excessive opening at the bottom of interior doors	Performance Standard: Passage doors from room to room that have openings between the bottom of the door and the floor finish material in excess of 1.5 inches are deficiencies. Closet doors having an opening in excess of 2 inches are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Bi-fold and pocket doors	Performance Standard: Pocket doors that rub in their pockets during normal operation are deficiencies. Bi-fold doors shall slide properly on their tracks at the time of closing. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Cleaning and maintenance necessary to preserve proper operation are the Homeowner's responsibility.
Sliding patio doors and screens	Performance Standard: Sliding patio doors and screens that come off their tracks when sliding during normal operation are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Some entrance of the elements can be expected under windy conditions.
Sliding patio door does not roll smoothly	Performance Standard: Sliding patio doors that do not roll smoothly at the time of closing are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The cleaning and maintenance necessary to preserve proper operation are the Homeowner's responsibility
Latch is loose or rattles	Performance Standard: Hardware shall function properly, without catching binding or requiring excessive force to operate. A door or window latch or lock shall close securely and shall not be loose or rattle. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Some minor movement should be expected.
Painted or stained doors	Performance Standard: A door or window shall be painted or stained according to the manufacturers' specifications. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
De-laminated doors	Performance Standard: A door that delaminates is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Damage to metal doors	Performance Standard: A metal door that is dented or scratched due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Garage door fails to operate or fit properly	Performance Standard: Garage doors that do not operate and fit the door opening within the manufacturer's installation tolerances are deficiencies. Some entrance of the elements can be expected under heavy weather conditions and is not considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: No adjustment is required when cause is determined to result from anyone but Builder's or Builder's subcontractors' installation of an electric door opener.
Damage to metal garage door	Performance Standard: A metal garage door that is dented or scratched due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Garage door opener	No coverage.
Garage door spring	Performance Standard: A garage door spring shall operate properly and shall not lose appreciable tension, break or be undersized. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Garage	Performance Standard: A garage door shall remain in place at any open position, operate smoothly and not be off track. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Window is difficult to open or close	Performance Standard: Windows that require greater opening or closing force than the manufacturer's specifications are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Normal maintenance by the Homeowner includes keeping the tracks, channels and operating mechanisms clean and lubricated. For most windows, Homeowners should use a dry silicone spray lubricant on the tracks once each year.
Double hung windows do not stay in place when open	Performance Standard: Double hung windows are permitted to move within a 2-inch tolerance, up or down when put in an open position. Any excessive movement exceeding the tolerance is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Condensation or frost on window frames and glass	Performance Standard: No coverage. Windows and skylights will collect condensation on their interior surfaces when high humidity within the Home turns into water on the colder window or skylight surface. The Homeowner is responsible for controlling interior temperature and humidity to avoid condensation. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity. Under the Warranty, no action on the part of the Builder is required.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Hardware does not work properly, fails to lock or perform its intended purpose	Performance Standard: Hardware finishes shall not be tarnished, blemished, corroded or stained due to construction activities, unless the finish is installed as a specialty feature. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The Builder is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturer's or the Builder's control such as the Homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to outdoor elements such as salt air or humidity.
Damaged hardware	Performance Standard: Hardware shall not be scratched, chipped, cracked or dented due to construction activities. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Loose hardware	Performance Standard: Hardware shall be installed securely and shall not be loose. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Door hardware or kick plate has tarnished	No coverage.
Interior iron work	Performance Standard: Interior ironwork that has rusted is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The builder is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturer's or the Builder's control such as the Homeowner's use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.
Storm doors, windows and screens do not operate or fit properly	Performance Standard: Storm doors, windows and screens, when installed, which do not operate or fit properly to provide the protection for which they are intended are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Missing screens, rips or gouges in the screen mesh are not covered by this Warranty.
Plastic molding behind storm door melts from exposure to sunlight	Performance Standard: The plastic moldings behind the storm doors should not melt if the storm panel is removed and reinstalled by the owner during normal maintenance operations. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Drafts around doors and windows	Performance Standard: Some infiltration is usually noticeable around doors and windows especially during high winds. No daylight shall be visible around frame when window or exterior door is closed. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: In high wind areas, the Homeowner may need to have storm windows and doors installed to eliminate drafts.
Clouding and condensation on inside surfaces of insulated glass	No coverage.
Window or skylight leaks	Performance Standard: Water leaking through or around windows or skylights as a result of improper installation is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Water leaks at windows or skylights resulting from Homeowner damage, extreme weather or improper Homeowner maintenance are not covered by the Warranty. Water may become visible in window tracks and sliding glass door tracks during heavy rain and should drain to the outside of the Home.
Window scratches and imperfections	Performance Standard: Where a viewer looks through the window in daylight without direct sunlight, a potential imperfection that is in the view plane 90° to the window surface that is detectable from a distance of over 10 feet is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Defective glass	Performance Standard: Defects, including stress cracks or failed seals in insulated windows, are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Broken glass or screen	Performance Standard: Broken glass or screen due to construction activities are a deficiency. Responsibility Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Mirrors and shower doors	Performance Standard: A mirror, interior glass or shower door shall not be loose and shall be securely mounted or attached to the supporting surface. Fixtures, such as towel bars or door handles, shall be securely mounted. A mirror, interior glass or shower door shall not be damaged due to construction activities. Imperfections in a mirror or shower door shall not be visible from a distance of two feet or more when viewed in normal light. When opening and closing, a shower door shall operate easily and smoothly without requiring excessive pressure. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
FINISHES	
Cracks in plaster wall and ceiling surfaces	Performance Standard: Hairline cracks are not unusual. Cracks in plaster wall and ceiling surfaces exceeding 1/16-inch in width are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Drywall cracks, texture variations	Performance Standard: Hairline cracks are not unusual. Cracks in interior gypsum board or other drywall materials exceeding 1/8-inch in width are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Texture on blown or textured ceilings is uneven	No coverage. This is a normal condition that occurs with randomly applied materials.
Drywall bowed	Performance Standard: A drywall surface that has a bow or depression that equals or exceeds 1/2-inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2-inch within any 8-foot vertical measurement is a deficiency. A ceiling made of drywall that has bows or depressions that equal or exceed 1/2-inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist or within 1/2-inch deviation from the plane of the ceiling within any 8-foot measurement is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Drywall is crowning	Performance Standard: Crowning at a drywall joint that equals or exceeds 1/4-inch within a twelve-inch measurement centered over the drywall joint is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Drywall is out of plumb, level or square	Performance Standard: A drywall surface that is out of level (horizontal), plumb (vertical) or square (perpendicular at a 90-degree angle) such that there are variations in those measurements to wall or surface edges at any opening, corner, sill, shelf, etc. that equals or exceeds 3/8-inch in any 32-inch measurement along the wall or surface is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Angular gypsum wallboard joints are uneven	No coverage. This is a natural condition that occurs with randomly applied materials.
Nail pops, blisters, or other blemishes on finished wall or ceiling	Performance Standard: Nail pops and blisters that are readily visible from a distance of six feet under normal lighting conditions are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Depressions or slight mounds at nail heads are not considered deficiencies. Builder is not responsible for nail pops or blisters that are not visible, such as those covered by wallpaper.
Cracked corner bead, excess joint compound, trowel marks or blisters in tape joints	Performance Standard: Cracked or exposed corner bead, trowel marks, excess joint compound, or blisters in drywall tape are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Repairs should be completed near the end of the Warranty Term to allow for normal settling in the Home.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
FLOORING	
Flagstone, marble, quarry tile, slate, or other hard surface flooring is broken or loose	Performance Standard: Tile, flagstone or similar hard surfaced sanitary flooring that cracks or becomes loose is a deficiency. Subfloor and wallboard are required to be structurally sound, rigid and suitable to receive a finish. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Cracking or loosening of flooring caused by the Homeowner's negligence is not a deficiency. Builder is not responsible for color and pattern variations or discontinued patterns of the manufacturer. Hollow tiles occasionally occur and are not covered by the Warranty.
Hard surface color variations and imperfections	No coverage.
Excessive "lippage" of adjoining marble or ceramic tile	Performance Standard: Lippage greater than 1/8-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Irregular tiles such as limestone, adoquin and Mexican Pavers are not covered by the Warranty.
Cracks in grouting of ceramic tile joints or at junctions with other materials such as a bathtub, shower, or countertop	No coverage.
Grout or mortar joint is not a uniform color	Performance Standard: Grout that changes shade or discolors excessively due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Irregular grout lines	Performance Standard: Hard surface layout or grout line variance greater than 1/8" in width is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines.
Nail pops appear on the surface of resilient flooring	Performance Standard: Readily apparent nail pops are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Builder is not responsible for discontinued patterns or color variations. Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this Warranty.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Depressions or ridges appear in the resilient flooring due to subfloor irregularities	Performance Standard: Readily apparent depressions or ridges exceeding 1/8-inch are a deficiency. The ridge or depression measurement is taken as the gap created at one end of a 6-inch straight edge placed over the depression or ridge with 3-inches on one side of the deficiency held tightly to the floor. Responsibility: Builder shall take required action to bring the deficiency within acceptable tolerances so as to be not readily visible. Exclusion: Builder is not responsible for discontinued patterns or color variations in the floor covering, Homeowner neglect or abuse, nor installations performed by others.
Resilient flooring or base loses adhesion	Performance Standard: Resilient flooring or base that lifts, bubbles, or becomes unglued is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Builder is not responsible for discontinued patterns or color variations.
Seams or shrinkage gaps show at resilient flooring joints	Performance Standard: Gaps in excess of 1/16-inch in width in resilient floor covering joints are deficiencies. Where dissimilar materials abut, a gap in excess of 1/8-inch is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Proper repair can be affected by sealing gap with seam sealer. Exclusion: Builder is not responsible for discontinued patterns or color variations of floor covering. Minor gaps should be expected.
Vinyl flooring patterns misaligned	Performance Standard: Patterns at seams between adjoining pieces that are not aligned to within 1/8-inch are deficiencies. The corners of adjoining resilient floor tiles shall be aligned to within 1/8-inch. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.
Vinyl flooring stains	No coverage.
Yellowing appears on surface of vinyl sheet goods	No coverage.
Vinyl flooring not square	Performance Standard: Vinyl flooring that is not installed square to the most visible wall or that varies by 1/4-inch in any 6-foot run is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Cupping, open joints, or separations in wood flooring	Performance Standard: Open joints or separations between floorboards of finished wood flooring that exceed 1/8-inch in width are deficiencies. Cups in strip floorboards that exceed 1/16-inch in height in a 3-inch maximum distance when measured perpendicular to the length of the board are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Wood floors are subject to shrinkage and swell due to seasonal variations in the humidity level of Home. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. The Homeowner should be familiar with the recommended care and maintenance requirements of their wood floor. Repeated wetting and drying, or wet mopping may damage wood finishes. Dimples or scratches can be caused by moving furniture or dropping heavy objects, and certain high heel style shoes may cause indentations. These conditions are not covered by the Warranty.
Humps, depressions or unevenness in wood flooring	Performance Standard: Wood flooring that has excessive humps, depressions or unevenness that equals or exceeds 3/8-inch in any 32-inch direction within any room is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Voids in the floor finish	Performance Standard: Voids that are readily visible from a distance of 6 feet under normal lighting conditions are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Top coating on hardwood flooring has peeled	Performance Standard: Field applied coating that peels during normal usage is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Prefinished coatings are the manufacturer's responsibility.
Crowning of strip flooring has occurred	Performance Standard: Crowning in strip flooring that exceeds 1/16-inch in depth in a 3-inch maximum span when measured perpendicular to the long axis of the board is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Excessive knots and color variation of strip hardwood flooring	No coverage.
Hardwood flooring buckles from substrate	Performance Standard: Hardwood floor that becomes loose from the substrate is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Slivers or splinters appear in strip flooring	Performance Standard: Slivers or splinters that occur during the installation of the flooring are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Hardwood floor staining/ shading	Performance Standard: Hardwood floor staining or shading that occurs as a result of construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
"Sticker burn" appears on surface of strip flooring	Performance Standards: Discoloration from stacking strips in hardwood flooring in certain grades of flooring is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Excessive lippage is located at junction of prefinished wood flooring products	Performance Standard: Lippage greater than 1/16-inch is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Loose sub-flooring	Performance Standard: Lumber shrinkage as well as temperature and humidity changes may cause loose sub-flooring. Responsibility: Builder will correct if due to a defective installation
Carpet does not meet at the seams	Performance Standard: A visible gap or overlapping at the seam due to improper installation is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Color variations in carpet	No coverage.
Carpeting loosens, or the carpet stretches	Performance Standard: Wall-to-wall carpeting installed as the primary floor covering that comes up, loosens, or separates from the points of attachment is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Dead spots appear in padding areas below carpet surface	Performance Standard: Carpeted areas that do not have full coverage of pad consistent throughout the flooring area are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Floor covering fades, stains or discolors	No coverage.
Premature wearing of carpet	No coverage. Manufacturer's warranty may apply.
Cuts and gouges in any floor covering	Performance Standard: Cuts and gouges in any floor covering from construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
PAINT/WALL COVERING	
Interior caulking	Performance Standards: Interior caulking that deteriorates or cracks excessively is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Paint color variation	Performance Standard: Paint or stain that has excessive color, shade or sheen variation is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Knot and wood stains appear through paint on exterior	Performance Standard: Excessive knot and wood stains that bleed through the paint are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Resin bleeds through on interior trim	No coverage. This is a normal condition that can be expected to occur with natural materials such as wood.
Exterior paint or stain peels or deteriorates	Performance Standard: Exterior paints or stains that peel or deteriorate during the first year of ownership are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions which may prevail in the area. Fading is not a deficiency.
Interior paint or stain deteriorates	Performance Standard: Interior paints or stains that peel or deteriorate during the first year of ownership are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions which may prevail in the area. Fading is not a deficiency.
Painting required as corollary repair because of other work	Performance Standard: Repainting, staining or refinishing may be required because of repair work. Repairs required under the Warranty should be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved and a perfect match is not covered by the Warranty. Where repairs affect more than 50% of a wall or ceiling area, the Builder will repaint the entire wall or ceiling surface from corner to corner. Where custom paints and wall coverings have been installed, the Builder will not warrant the match of any necessary repairs. All blemishes should be noted and repaired prior to custom paints and wall coverings being applied.
Mildew or fungus forms on painted or factory finished surfaces	No coverage.
Deterioration of varnish or lacquer finishes on exterior surfaces	No coverage. Clear finishes on exterior surfaces, such as wood entry doors, diminish with aging and should be reapplied as part of routine Homeowner maintenance every 6-18 months, depending on outside exposure.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Deterioration of varnish or lacquer finishes on interior surfaces	Performance Standard: Clear finishes used on exterior surfaces may deteriorate rapidly. This is beyond the control of the Builder. Clear finishes on interior woodwork that deteriorate during the first year of the warranty period are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Deterioration more than one year after closing is excluded.
Damaged interior surfaces	Performance Standard: Interior painted, varnished or finished surfaces that are dented, nicked or gouged due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Interior paint coverage	Performance Standard: Wall, ceiling, and trim surfaces that are painted that show through new paint when viewed from a distance of 6 feet under normal lighting conditions are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Visible brush marks on interior paint	No coverage.
Visible lap marks on interior paint	No coverage.
Paint splatters and smears on finish surfaces	Performance Standard: Paint splatters on walls, woodwork, or other surfaces which are excessive, that are readily visible when viewed from a distance of six feet under normal lighting conditions are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Minor paint splatter and smears on impervious surfaces that can be easily removed by normal cleaning methods are considered to be the Homeowner's maintenance and are not deficiencies.
Pattern in wallcovering is mismatched at the edges	Performance Standard: Patterns in wallcovering that do not match at the edges are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing. Exclusion: Builder is not responsible for discontinued or variations in color. Defects in the wallcovering patterns are the manufacturer's responsibility and excluded from Warranty coverage.
Lumps and ridges and nail pops in wallboard that appear after the Homeowner has wallcovering installed by others	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Stained, discolored or spotted wall coverings	Performance Standard: Stained, discolored or spotted wall coverings from construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Scratched, gouged, cut or torn wall covering	Scratched, gouged, cut or torn wall covering from construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
CHIMNEY/FIREPLACE	
Fireplace or chimney does not draw properly causing smoke to enter Home	Performance Standard: A properly designed and constructed fireplace or chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining homes, and interior furnaces. In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions could be temporary, it is necessary for the Homeowner to substantiate the problems to the Builder by constructing a fire so the condition can be observed. Responsibility: When it is determined that the malfunction is based upon improper construction of the fireplace, the Builder shall take the necessary steps to correct the problem. Exclusion: When it is determined that the fireplace is properly designed and constructed, but still malfunctions due to natural causes beyond Builder's control, Builder is not responsible.
Chimney separation from structure to which it is attached	Performance Standard: Newly built fireplaces will often incur slight amounts of separation. Separation that exceeds 1/2-inch from the main structure in any 10-foot vertical measurement is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Caulking or grouting is acceptable unless the cause of the separation is due to Structural Failure of the chimney foundation. In that case, caulking is unacceptable.
Firebox color is changed; accumulation of residue in chimney or flue	No coverage.
New chimney flashing leaks	Performance Standard: New chimney flashing that leaks under normal conditions is a deficiency except where the cause is determined to result from ice build-up or the owner's actions or negligence. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Crack in masonry chimney cap or crown causes leakage	Performance Standard: It is normal for caps to crack due to expansion and contraction, however where leaks occur with cracking it is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Water infiltration into firebox from flue	No coverage. It is common for water infiltration to occur into the firebox from the flue. A certain amount of rainwater can be expected under certain conditions.
Firebox lining damaged by fire	No coverage. Heat and flames may cause discoloration.
Prefab gas fireplace	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Cracks in masonry hearth or facing	Performance Standard: Small hairline cracks in mortar joints resulting from shrinkage are not unusual. Cracks in stone or brick hearth or facing greater than 1/4-inch in width are deficiencies. Responsibility: Builder will repair cracks exceeding standard by pointing or patching. Builder is not responsible for color variations between existing and new mortar. Exclusion: Heat and flames from normal fires can cause cracking or firebrick and mortar joints. This should be expected and is not covered by the Warranty.
Brick veneer spalling from chimney surface	Performance Standard: Spalling of newly manufactured brick is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Firebrick or mortar joint cracks	No coverage. Heat and flames from normal fires can cause cracking.
CABINETS AND COUNTERTOPS	
Kitchen and vanity cabinet doors and drawers bind	Performance Standard: Cabinet doors and drawers that do not easily open or close are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Warping of kitchen and vanity cabinet doors and drawer fronts	Performance Standard: Warpage that exceeds 1/4-inch as measured from the face of the cabinet frame to the furthermost point of warpage on the drawer or door front in a closed position is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Gaps between cabinets, ceiling and walls	Performance Standard: Countertops, splash boards, base and wall cabinets are to be securely mounted. Gaps in excess of 1/4-inch between wall and ceiling surfaces are a deficiency. Responsibility: Builder shall make necessary adjustment of cabinets and countertop or close gap by means of molding suitable to match the cabinet or countertop finish, or as closely as possible; or other acceptable means, including caulking, putty, scribe molding or by repositioning the cabinets.
Surface cracks and delamination in high pressure laminates of vanity and kitchen cabinet countertops	Performance Standard: Countertops fabricated with high pressure laminate coverings that delaminate or have surface cracks or joints exceeding 1/16-inch between sheets are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Cabinets do not line up with each other	Performance Standard: Cabinet faces more than 1/8-inch out of line, and cabinet corners more than 3/16-inch out of line, are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Cabinet door will not stay closed	Performance Standard: Cabinets that do not hold the door in a closed position are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Wood cabinet finish variations	No coverage. All wood in any finish will exhibit color changes when exposed to light. All wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created by the growth environment of a tree. These variations in graining and color are characteristics of a natural wood cabinet and are not considered defects. Wood has these variations, and these variations are not covered by the Warranty.
Crack in door panel	Performance Standard: Cracks in cabinet door panels due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Chips, cracks, scratches on countertop, cabinet, fixture, fitting or appliance	Performance Standard: Chips, cracks, scratches on countertop, cabinet, fixture, fitting or appliance due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Manufactured marble vanity top cracks at drain	Performance Standard: Vanity tops that crack due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Damaged solid surface tops	Performance Standard: Solid surface countertops shall be free of scratches that are visible from a distance of 6 feet in normal lighting conditions at time of acceptance of the project. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Countertop not level	Performance Standard: Hard surface countertops that are not level to within 1/4-inch in any 6-foot measurement are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Concrete countertops	Performance Standard: (1) A concrete countertop with excessive pits, depressions, or unevenness that equal or exceed 1/8-inch in any 32-inch measurement is a deficiency. (2) A concrete countertop with separations or cracks equal to or exceeding 1/16-inch in width or 1/64-inch in vertical displacement is a deficiency. (3) A finished concrete countertop that is stained, spotted or scratched due to construction activities is a deficiency. (4) A concrete countertop with a chipped edge that extends beyond 1/16-inch from the edge of the countertop due to construction activities is a deficiency. (5) A concrete countertop that changes shade or discolors excessively due to construction activities is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
APPLIANCES	
Defective fixture, fitting or appliance	Performance Standard: Kitchen, laundry and bar appliances that fail to function per the manufacturer's specifications will be addressed by the manufacturer under the manufacturer's warranty.
Chipped or scratched appliances	Performance Standard: Scratched or chipped finishes on porcelain, glass or other surfaces on laundry, kitchen or bar appliances due to construction activities are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
DECKS	**No coverage.**
PEST CONTROL	**No coverage.**
POOLS	**No coverage.**
PLUMBING	
Faucet or valve leak	Performance Standard: A valve or faucet leak due to material or workmanship is a deficiency and is covered only during the first year of the Warranty Term. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Leakage caused by worn or defective washers or seals is a Homeowner maintenance item.
Defective plumbing fixtures, appliances or trim fittings	No coverage. Defective plumbing fixtures, appliances, and trim fittings are covered under the manufacturer's warranty.
Staining of plumbing fixtures	No coverage. High iron and manganese content in the water supply system will cause staining of plumbing fixtures. Maintenance and treatment of the water is the Homeowner's responsibility.
Corroded fixtures	No coverage.
Loose fixtures	Performance Standard: Fixtures that are loose are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Toilet standards	Performance Standard: Toilet equipment that allows water to run continuously is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. If toilet equipment allows water to run continuously, the Homeowner shall shut off the water supply or take such action as is necessary to avoid damage to the Home.
Noisy water pipes	Performance Standard: Some noise can be expected from the water pipe system, due to the flow of water. However, the supply pipes should not make the pounding noise called "water hammer." "Water hammer" is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Noises due to water flow and pipe expansion are not considered deficiencies.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
The bathtub or shower pan leaks	Performance Standard: Bathtubs and shower pans that leak are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Proper repair can be affected by sealing area around tubs and showers. Exclusion: Maintenance of caulk seals is a Homeowner responsibility.
Shower enclosure leaks	Performance Standard: Shower leaks solely due to the enclosure's glass, framing, or permanently attached factory components is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Leaks caused by the deterioration, separation, or failure of sealants, silicone, caulking, gaskets, sweeps, or other replaceable waterproofing materials are not considered deficiencies.
Bathtub or shower squeaks	No coverage.
Shower enclosure flexes	Performance Standard: Excessive flexing in a shower base occurs when the drain assembly moves up or down with normal weight is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the first year of the Warranty Term. Exclusion: Composite shower walls will flex when pushed inward. Such flexing is not considered a defect.
Sewer odors	No coverage.
Blocked vent stack	No coverage.
Water heater	Performance Standard: A water heater that is not installed and secured according to the manufacturer's specifications and the Building Code is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Waste disposal unit	Performance Standard: A waste disposal unit that is not installed and operating according to the manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Decorative gas appliance	Performance Standard: A decorative gas appliance that is not installed in accordance with manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Fixture stopper	Performance Standard: A fixture stopper that does not retain water in accordance with the manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
MECHANICAL	
Exterior compressor unit pad	No coverage.
Back draft dampers	Performance Standard: Back draft dampers that are not installed according to the manufacturer's specifications are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Inadequate heat	Performance Standard: A heating system shall be capable of producing an inside temperature of at least 70-degrees Fahrenheit as measured in the center of the room at a height of 5 feet above the floor under local outdoor winter design conditions. *NOTE FOR HEATING: There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in Home.* Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Orientation of Home and/or location of room will also provide a temperature differential, especially when the air- conditioning or heating system is controlled by a single thermostat for one or more floor levels. Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments.
Inadequate cooling	Performance Standard: When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78-degrees Fahrenheit as measured in the center of each room at height of five feet above the floor, under local outdoor summer design conditions. *NOTE FOR AIR CONDITIONING: In the case of outside temperatures exceeding 95- degrees Fahrenheit, the system shall keep the inside temperature 15-degrees cooler than the outside temperature. National, state, or local requirements shall supersede this guideline where such requirements have been adopted by the local governing agency.* Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Orientation of Home and/or location of room will also provide a temperature differential, especially when the air conditioning system is controlled by a single thermostat for one or more levels. The Homeowner is responsible for balancing dampers and registers and for making other necessary minor adjustments.
Refrigerant lines leak	Performance Standard: Builder-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Leaks due to Homeowner's actions or negligence are excluded.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Refrigerant line insulation	Performance Standard: Insulation that does not completely encase the refrigerant line according to Code is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: The Homeowner shall ensure that insulation on the refrigerant line is not damaged or cut due to home maintenance or landscape work.
Ductwork and heating piping not insulated in uninsulated area	Performance Standard: Ductwork and heating pipes that are run in uninsulated crawl spaces, garages or attics that are not insulated are deficiencies. Basements are not "uninsulated areas", and no insulation is required. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Condensate lines clog up	No coverage. Condensate lines will clog under normal conditions. The Homeowner is responsible for continued operation of drain lines.
Drip pan	Performance Standard: A drip pan and drain line that is not installed under a horizontal air handler as per the Code is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.
Improper mechanical operation of evaporative cooling system	Performance Standard: Equipment that does not function properly at temperature standard set is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Ductwork makes noises	No coverage. When metal is heated, it expands, and when cooled, it contracts. The resulting "ticking" or "cracking" sounds generally are to be expected and are not deficiencies.
Ductwork makes excessively loud noises known as "oil canning"	Performance Standard: The stiffening of the ductwork and the gauge of metal used shall be such that ducts do not "oil can." The booming noise caused by oil canning is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Ductwork separates, becomes unattached	Performance Standard: Ductwork that is not intact or securely fastened is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Vibration from heating or cooling equipment	Performance Standard: No coverage. It is normal for heating/air-conditioning equipment to generate some noise and vibration.
Metal rattling at register, grills or ducts	Performance Standard: Air moving through registers, grills and ducts makes noise and is normal. Duct systems are not designed to be noise-free. However, metal rattling from the registers, grills or ducts is considered a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Exclusion: Under certain conditions, some noise may be experienced with the normal flow of air when product is installed correctly.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Vent, grill or register operation	Performance Standard: A vent, grill or register that does not operate easily and smoothly when applying normal operating pressure is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
There are gaps between HVAC vent or register covers and the wall or ceiling	No coverage. This is a normal condition beyond the contractor's control.
Condensation on the outside of air handlers and ducts	No coverage. Air handlers and ducts will collect condensation on their exterior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the Home that are created by the owner or during the curing process in a new space.
ELECTRICAL	
Chipped, cracked, dented or scratched fixture or trim plate	Performance Standard: Chipped, cracked, dented or scratched fixture or trim plate due to construction activity is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Tarnished fixture or trim plate	No coverage.
Box or trim plate is not plumb or level	Performance Standard: A fixture, electrical box or trim plate that is not installed in accordance with the Code or is not plumb and level is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Smoke detector	No coverage.
Exhaust fan	Performance Standard: An exhaust fan that does not operate within the manufacturer's specified noise level is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Ceiling fan vibrates	No coverage.
Electrical wiring	Performance Standard: Electrical wiring installed inside the Home that is not installed in accordance with the Code and any other applicable electrical standards is a deficiency. Electrical wiring that is not capable of carrying the designated load as set forth in the Code is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Builder shall not be responsible for utility improvements from the meter/demarcation point to the utility poles or the transformer. All electrical equipment shall be used for the purposes and/or capacities for which it was designed and in accordance with manufacturer's specifications.
Electrical panel, breakers and fuses	Performance Standard: An electrical panel and breakers that do not have sufficient capacity to provide electrical service to the Home during normal residential usage are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Builder is not responsible for electrical service interruptions caused by external conditions such as power surges, circuit overloads and electrical shorts.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS (1 YEAR)
Fuses blow, or circuit breakers kick out	Performance Standard: Fuses and circuit breakers that deactivate under normal usages, when reset or replaced are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Ground fault interrupter trips frequently	Performance Standard: Any GFCI device that fails to reset is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner is responsible for repairing any device that causes the GFCI to trip.
Fixtures, outlets, doorbells and switches	Performance Standard: Fixtures, outlets, doorbells and switches that are not installed according to manufacturer's specifications are a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Wiring for cable television, telephone, or internet	Performance Standard: Wiring for cable television, telephone or internet that is not installed according to the manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Malfunction of low-voltage wiring system	Performance Standard: Low-voltage wiring system malfunction is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Communication wiring	No coverage
Drafts from electrical outlets	No coverage. The electrical junction box on exterior walls may produce a slight air flow whereby the cold air can be drawn through the outlet into a room. This problem is normal in new Home construction.
Malfunction of electrical outlets, switches, or fixtures	Performance Standard: All switches, fixtures and outlets which do not operate as intended are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Receptacle/switch too far off wall	Performance Standard: A receptacle/switch that is more than 1/8-inch from the adjoining wall surface is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.
Light fixture tarnishes	No coverage. Finishes on light fixtures may be covered under their manufacturer's warranty.

DEFICIENCY	SYSTEMS STANDARDS AND EXCLUSIONS (2 YEARS)
MECHANICAL SYSTEMS	
Septic systems fail to operate properly	Performance Standard: Septic system should be capable of properly handling normal flow of household effluent. Responsibility: Builder shall take corrective action if it is determined that malfunction is due to a deficiency in workmanship, materials, or failure to construct system in accordance with state, county, or local requirements. Builder is not responsible for malfunctions or limitations in the operation of the system attributable to design restrictions imposed by state, county, or local governing agencies. Builder is also not responsible for malfunctions which occur or are caused by conditions beyond Builder's control, including Homeowner negligence, abuse, freezing, soil saturation, changes in ground water table, or other acts of nature. Exclusion: The Homeowner is responsible for periodic pumping of the septic tank and a normal need for pumping is not a deficiency. The following are considered for the Homeowner's negligence or abuse as exclusion under the Warranty: a) excessive use of water such as overuse of washing machine and dishwasher, including their simultaneous use; b) connection of sump pump, roof drains or backwash from water conditioner, to the system c) placing of non-biodegradable items in the system; d) addition of harsh chemicals, greases or cleaning agents, and excessive amounts of bleaches or drain cleaners; e) use of a food waste disposer not supplied by Builder; f) placement of impervious surfaces over the disposal area; g) allowing vehicles to drive or park over the disposal area; h) failure to periodically pump out the septic tank when required. Sewage pumps are excluded under the Warranty.
Water in plumbing pipes freezes, and the pipes burst	Performance Standard: Drain, waste, vent and water pipes shall be adequately protected to prevent freezing and bursting during normally anticipated cold weather. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Burst pipes due to Homeowner's neglect and resultant damage are not Builder's responsibility. Homeowner is responsible for draining exterior faucets and maintaining suitable temperature in the Home to prevent water in pipes from freezing. During periods when the outdoor temperature falls below the design temperature, Homeowner is responsible for draining or protecting pipes. Homes which are periodically occupied, such as summer homes, or where there will be no occupancy for an extended period of time, must be properly winterized or periodically checked to ensure that a reasonable temperature is maintained.
Leakage from any piping	Performance Standard: Leaks in any waste, vent and water piping are deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: Condensation on piping does not constitute leakage, and is not a deficiency, except where pipe insulation is required. The Homeowner shall shut off water supply immediately if such is required to prevent further damage to the Home.
Sanitary sewers, fixtures, waste or drain lines are clogged	Performance Standard: The Builder is not responsible for sewers, fixtures, or drains that are clogged because of Homeowner's actions or negligence. Sanitary sewers, fixtures, waste or drain lines that do not operate or drain properly due to improper construction are deficiencies. Responsibility: When defective construction is shown to be the cause, Builder shall make necessary repairs. If Homeowners' actions or negligence is the cause, the Homeowner is responsible for correcting the problem. Homeowner is liable for the entire cost of any sewer and drain cleaning service provided by Builder where clogged drains are caused by Homeowner's actions or negligence. Exclusion: Builder is not responsible for sewer lines that extend beyond the property lines on which the Home is constructed.

DEFICIENCY	SYSTEMS STANDARDS AND EXCLUSIONS (2 YEARS)
Water supply system fails to deliver water	Performance Standard: All service connections to municipal water main or private water supply are Builder's responsibility when installed by Builder. Responsibility: Builder shall repair as required if failure to supply water is the result of deficiency in workmanship or materials. Exclusion: If conditions exist which disrupt or eliminate the sources of water supply that are beyond Builder's control, then Builder is not responsible.
In ground wells	No coverage.
Sump pump	Performance Standard: A sump pump that is not installed according to the manufacturer's specifications is a deficiency. Responsibility: Builder shall take corrective action necessary to comply with the Standard. Exclusion: The Homeowner is responsible for maintaining the sump pump.
ELECTRICAL SYSTEMS	
Failure of wiring to carry its designed load	Performance Standard: Wiring that is not capable of carrying the designated load, for normal residential use to switches, receptacles, and equipment, is a deficiency. Responsibility: Builder shall check wiring and replace if it fails to carry the design load.

DEFICIENCY	STRUCTURAL STANDARDS AND EXCLUSIONS (10 YEARS)
STRUCTURAL	
The foundation is out of level	Performance Standard: Slab foundations should not move differentially after they are constructed, such that a tilt or deflection in the slab in excess of the standards defined below arises from post-construction movement. The protocol and standards for evaluating slab foundations shall follow the "Guidelines for the Evaluation and Repair of Residential Foundations" as published by the Texas Section of the American Society of Civil Engineers (2002), hereinafter referred to as the "ASCE Guidelines" with the following modifications: (1) Overall deflection from the original construction elevations shall be no greater than the overall length over which the deflection occurs divided by 360 (L/360) and must not have more than one associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the Home. (2) The slab shall not deflect after construction in a tilting mode in excess of one percent from the original construction elevations resulting in actual observable physical damage to the components of the Home. If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated in this Standard, a third-party inspector's recommendation shall be based on the appropriate remedial measures as described in Section 7 of the ASCE Guidelines.
Crack in concrete footing	Performance Standard: Cracks greater than 1/4-inch in width are considered deficiencies. Responsibility: Builder shall take corrective action necessary to comply with the Standard.
Pier and beam foundations	Floor over pier and beam foundations. (A) A floor over pier and beam foundation shall not deflect more than L/360 from its original construction elevations and have that movement create actual observable physical damage to the components of the Home identifiable in Section 5.3 of the ASCE Guidelines. (B) If a floor over pier and beam foundation deflects more than L/360 from its original construction elevation and the movement has created actual observable physical damage to the components of a Home identifiable in Section 5.3 of the ASCE Guidelines, a third-party inspector's recommendation shall be based on applicable remedial measures as described in Section 7 of the ASCE Guidelines.
Cracked or bowed structural components	Structural components. (A) A defined structural component shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a Home or the performance of a structural system of the Home resulting in actual observable physical damage to a component of the Home. (B) If a structural component of a Home cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a component of the Home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.
Deflected structural components	Deflected structural components. (A) A structural component shall not deflect more than the ratios allowed by the Code. (B) If a structural component of the Home is deflected more than the ratios allowed by the Code, the Builder shall repair, reinforce or replace such structural component to restore the structural integrity of the Home or the performance of the affected structural system.
Damaged structural components	Damaged structural components. (A) A structural component shall not be so damaged that it compromises the structural integrity or performance of the affected structural system. (B) If a structural component is so damaged that it compromises the structural integrity or performance of a structural system of the Home, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the home or the performance of the affected structural system.

DEFICIENCY	STRUCTURAL STANDARDS AND EXCLUSIONS (10 YEARS)
Separated structural components	Separated structural components. (A) A structural component shall not separate from a supporting member more than 3/4-inch or such that it compromises the structural integrity or performance of the system. If a structural component is separated from a supporting member more than 3/4-inch or separated such that it compromises the structural integrity or performance of a structural system of the Home, the Builder shall take such action as necessary to repair, reinforce or replace such structural component to reestablish the connection between the structural component and the supporting member, to restore the structural integrity of the Home and the performance of the affected structural system.
Non-performing structural components	Non-performing structural components. (A) A structural component shall function as required by the Code. If a structural component does not function as required by the Code, the Builder shall take such action as is necessary to bring the variance within the standard stated in subparagraph (A) of this paragraph.

AFFORDABLE & WORKFORCE

INFILL HOUSING

September 8, 2026



BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

LENNAR

INFILL LOTS

LOT 1: 135 NE 3rd Avenue
LOT 2: 407 NE 1st Avenue
LOT 3: 524 NW 3rd Avenue
LOT 4: 507 NW 12th Avenue
LOT 5: Lot 348 NW 11th Avenue
LOT 6: 419 N. Seacrest Boulevard

Note: Lennar will subdivide, 135 NE 3rd Avenue, 507 NW 12th Avenue and 419 N. Seacrest Boulevard to make a total of nine lots with a minimum width of 50'









TERMS

1. **Purchase Price:** $420,000

2. **Affordability:** 15-year deed restriction; one Belmont home for Low Income; five Belmont homes for Moderate 1; three Columbus home for Moderate 2

3. **Development Timeline:** Certificate of Occupancy on all seven homes within seven months of City Building Permit Issuance

4. **Sale of Homes:** Mirror Palm Beach County Workforce Housing Program on a lottery-based selection process

5. **Warranty:** Upgraded from a 1-year warranty to a 1-year workmanship, 2-year systems and a 10-year structural warranty



PBC WORKFORCE HOUSING

Workforce Housing Program (WHP)
2025 For Sale Prices and Incomes
Effective July 1, 2025

WHP prices are set annually, based on the provisions of Article 5.G.1.A.3.c of the Unified Land Development Code reflected below, and the following:

2025 PBC Median Family Income: $111,800 **(per HUD)**

WHP Sales Prices (homes cannot be sold at a higher price)

WHP Income Category			2025 (WHP) Sales Prices
Low	60 - 80% of MFI	$67,080 - $89,440	$234,780
Moderate 1	>80 -100% of MFI	>$89,440 - $111,800	$301,860
Moderate 2	>100 -120% of MFI	>$111,800 - $134,160	$368,940
Middle	>120 -140% of MFI	>$134,160 - $156,520	$436,020*

**Middle Income category does not apply to WHP units in projects approved under WHP Code adopted 8/22/2019.*

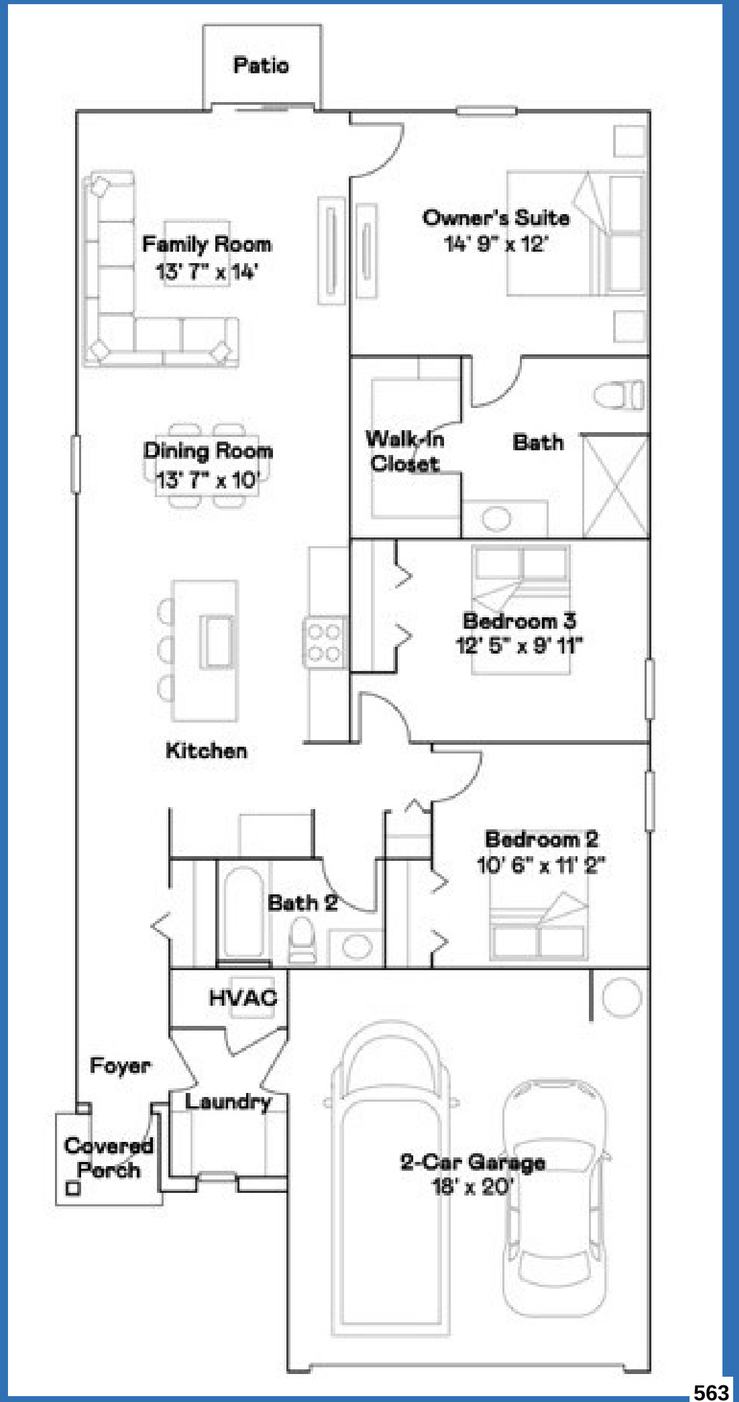
For information on WHP pricing, contact Michael Howe, Planning Division, at mhowe@pbcgov.org or 561-233-5361

BELMONT



Features:

- 1,504 square feet
- 1-story
- 3 bed
- 2 bath
- 2-car garage
- Appliances
- Impact Windows
- Covered Lanai

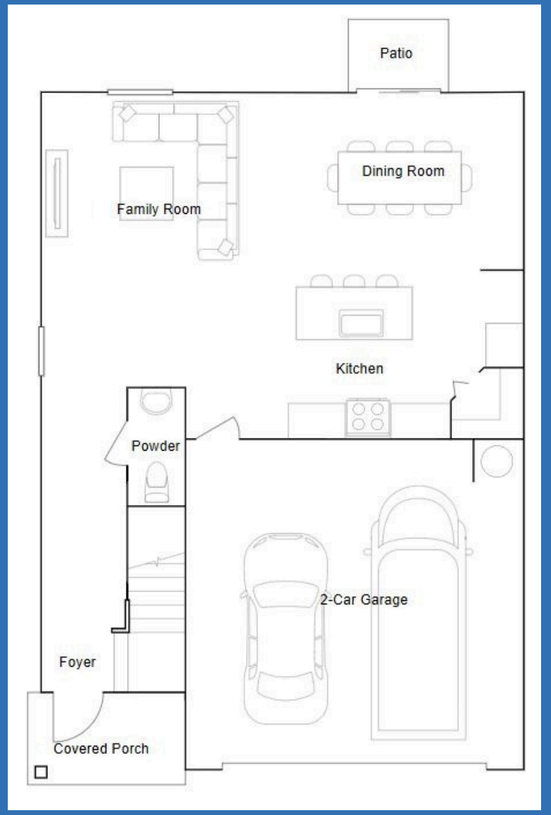


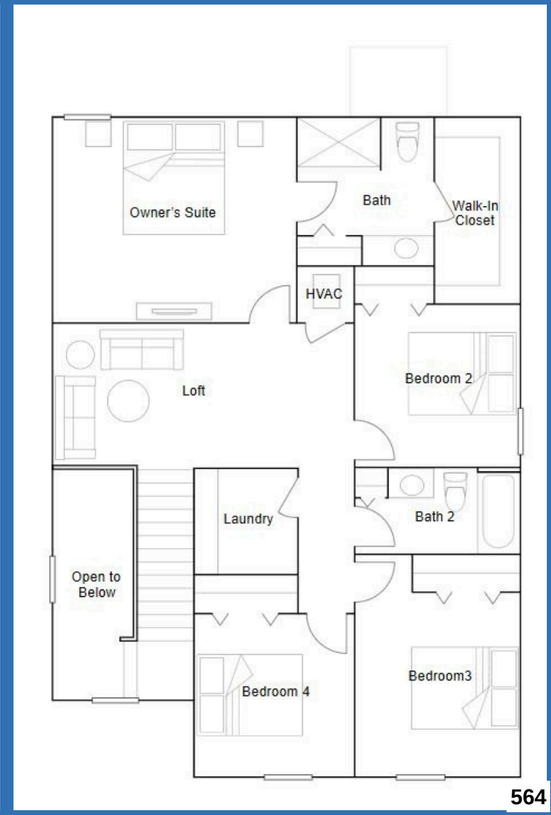
COLUMBUS

Features:

- 1,874 square feet
- 2-story
- 4 bed
- 2.5 bath
- 2-car garage
- Appliances
- Impact Windows
- Covered Lanai

















COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: November 17, 2026

OLD BUSINESS

AGENDA ITEM 13.B

SUBJECT:
Consideration of the Purchase and Sale Agreement for 136 W. Boynton Beach Blvd.

SUMMARY:

The property at 136 W. Boynton Beach Blvd. is approximately 0.31 acres (13,503.6 sq. ft.) and sits within a nine-parcel block directly across from City Hall and two major mixed-use developments, one of which is currently under construction. The BBCRA currently owns three properties within the block, has another property under contract so the proposed acquisition would further the BBCRA's efforts to assemble land for a larger redevelopment opportunity.

The subject property is adjacent to the property the BBCRA is currently under contract to purchase. Securing additional ownership within the block would strengthen the BBCRA's position for future redevelopment (see Attachment I).

The property was first listed for sale at $1,700,000 and is currently listed at $1,495,000. Originally, BBCRA staff obtained two appraisals using different valuation methods. The first, based on comparable sales, valued the property at $800,000, or $59.24 per square foot (Attachment II).

The second analysis reviewed the average price per square foot of properties within the surrounding block and established a value of $75.00 per square foot (Attachment III).

At the October 20, 2026 BBCRA Board meeting, the Board and the property owner discussed the property's value under the income approach. The BBCRA agreed to have an income approach appraisal prepared so that its value per square foot can be compared with the current listing price, the proposed asking price the comparable sales appraisal, and the second valuation analysis (see Attachment IV).

The following table compares the valuations with the proposed purchase price.

Valuation Method	Total Property Value	Price per SF	Proposed Purchase Price Above Valuation
Original Listing Price	$1,700,000	$125.89	
Current Listing Price	$1,495,000	$110.71	
Purchase Price	$1,195,000	$88.50	29.7% below original listing price $1.7M
Purchase Price	$1,195,000	$88.50	20.1% below current listing price $1.495M
Appraisal 1: Comparable Sales	$ 800,000	$59.24	49.4% above proposed purchase price
Appraisal 2: Block Average	$1,012,770	$75.00	18.0% above proposed purchase price
Appraisal 3: Income Approach	$1,100,000	$81.46	8% above proposed purchase price

Because the property would help assemble land for a larger project, its contribution to advance redevelopment, eliminate blight, encourage private investment, and support a vibrant downtown warrants consideration alongside its appraised value, particularly given that the purchase price exceeds both appraised figures.

FISCAL IMPACT:
FY 2026-2027 Budget, Project Fund, Line Item 02-58200-401 - $1,195,000.00

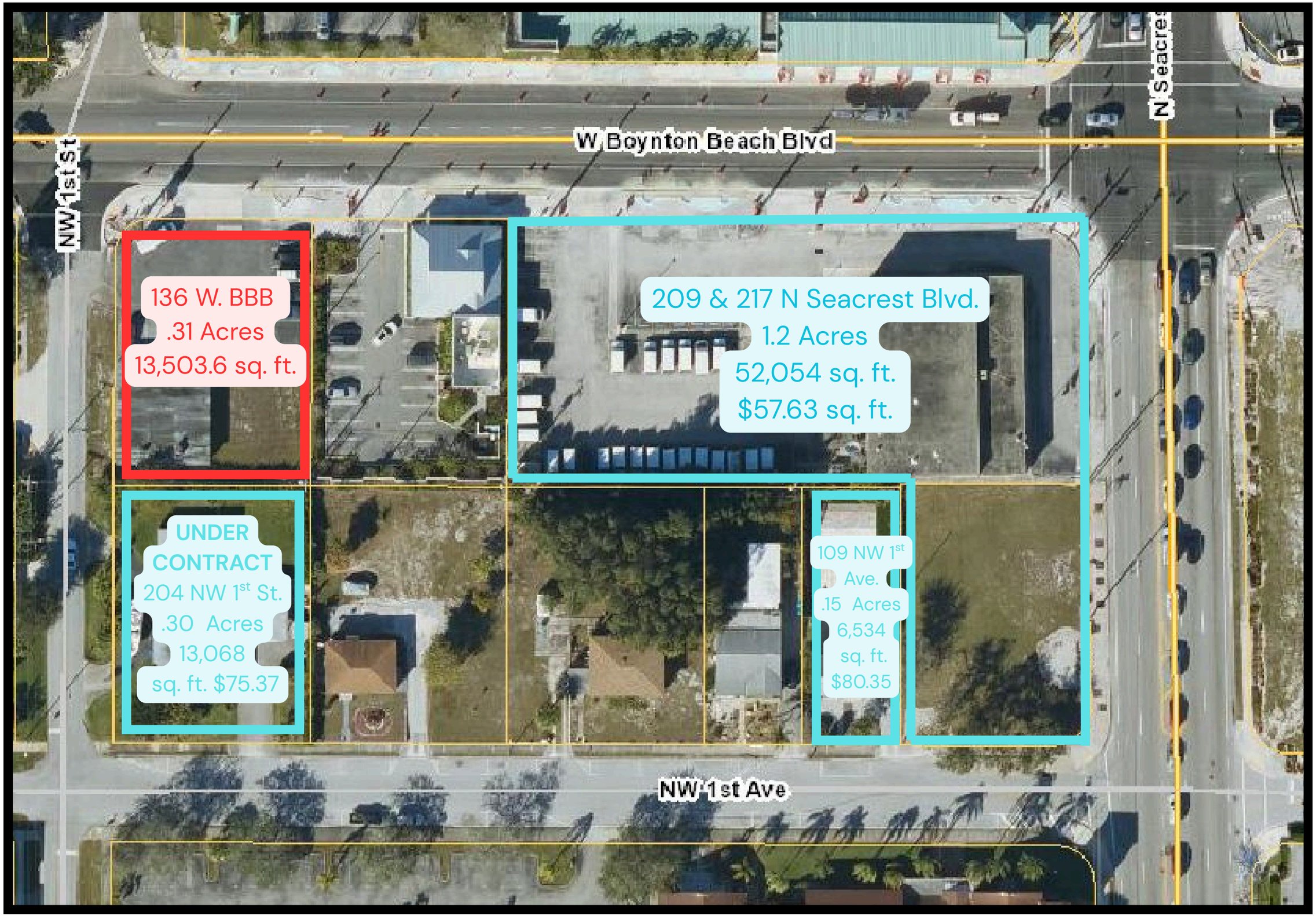
CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan - Boynton Beach Boulevard Corridor

CRA BOARD OPTIONS:
1. Approve the purchase of the property located at 136 W. Boynton Beach Blvd. and authorize the Chair to execute the Purchase and Sale Agreement subject to final legal review.
2. Do not approve the purchase of the property located at 136 W. Boynton Beach Blvd.
3. Provide alternative direction.

ATTACHMENTS:

Description

- Attachment I - Location Map 136 W BBB
- Attachment II - Comparable Sales Appraisal 136 W Boynton Beach Blvd.
- Attachment III - Analysis-Appraisal USPS Site and 480 W BBB
- Attachment IV - Income Approach 136 W Boynton Beach


W Boynton Beach Blvd
NW 1st St
N Seacrest
136 W. BBB
.31 Acres
13,503.6 sq. ft.
209 & 217 N Seacrest Blvd.
1.2 Acres
52,054 sq. ft.
$57.63 sq. ft.
UNDER CONTRACT
204 NW 1st St.
.30 Acres
13,068
sq. ft. $75.37
109 NW 1st Ave.
.15 Acres
6,534
sq. ft.
$80.35
NW 1st Ave

APPRAISAL OF
A RETAIL BUILDING
OF 2016 SQUARE FEET
ON A SITE OF 13,473 SQUARE FEET
LOCATED AT
136 WEST BOYNTON BEACH BOULEVARD
BOYNTON BEACH, FLORIDA 33435

FOR

THERESA UTTERBACK,
DEVELOPMENT SERVICES SPECIALIST
BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY

ROBERT B. BANTING, MAI, SRA
CERT GEN RZ4

AND

WILLIAM H. SPENGLER
CERT GEN RZ4659

WITH

ANDERSON & CARR, INC.
2801 EXCHANGE COURT
WEST PALM BEACH, FLORIDA 33409

DATE OF INSPECTION: JULY 31, 2026
DATE OF REPORT: AUGUST 10, 2026
CURRENT DATE OF VALUE: JULY 31, 2026

A&C JOB NO.: 2260309.000
CLIENT REFERENCE: 136 WEST BOYNTON BEACH BOULEVARD

August 10, 2026

Theresa Utterback
Development Services Specialist
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue
Boynton Beach, FL 33435

Dear Ms. Utterback:

Pursuant to your request, we have personally appraised the real property being a retail building of 2016 square feet on a site of 13,473 square feet. The subject property is located on the southeast corner of West Boynton Beach Boulevard and NW 1st Street, Boynton Beach. The property address is 136 West Boynton Beach Boulevard, Boynton Beach, FL, 33435.

The purpose of this appraisal is to estimate the market value of the fee simple estate of the subject property as of July 31, 2026. The intended use of the report is to assist the client and intended user in establishing a purchase or selling price. The intended user of this appraisal report is Boynton Beach Community Redevelopment Agency. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

We have utilized the sales comparison approach to value; the most common method used for valuing properties such as the subject property.

As a result of our analysis, we have developed an opinion that the market value of the fee simple estate (as defined in the report), subject to the definitions, certifications, and limiting conditions set forth in the attached report, as of July 31, 2026 was:

CURRENT MARKET VALUE
(AS-IS): $800,000

This letter must remain attached to the report, which contains 68 pages plus related exhibits, in order for the value opinion set forth to be considered valid. Your attention is directed to the General Limiting Conditions contained within this report.

Respectfully submitted,

ANDERSON & CARR, INC.



Robert B. Banting, MAI, SRA
Cert Gen RZ4



William H. Spengler
Cert Gen RZ4659

RBB/WHS:cmp

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Qualifications for Robert B. Banting, MAI, SRA, Cert Gen RZ4
Qualifications for William H. Spengler, Cert Gen RZ4659
Addendum:

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Client:	Theresa Utterback, Development Services Specialist Boynton Beach Community Redevelopment Agency
Intended User	Boynton Beach Community Redevelopment Agency
Intended Use:	Establishing a purchase or selling price
Taxpayer of Record:	136 BBB Property LLC
Property Rights Appraised:	Fee simple estate
Extraordinary Assumptions:	None
Hypothetical Conditions:	None
Unusual Market Externality:	None
Location:	Site is located on the southeast corner of West Boynton Beach Boulevard and NW 1st Street, Boynton Beach.
Site/Land Area:	The subject site contains 13,473 square feet or 0.31 acres.
Improvements:	
Year Built:	1965
Condition:	Average
Building Size:	2,016 square feet
FAR:	0.15
Zoning:	C2/Neighborhood Commercial by Boynton Beach
Land Use Plan:	LRC/Local Retail Commercial by Boynton Beach
Flood Zone & Map Reference:	Zone X (unshaded), Community Panel Number 12099C0789G, effective date of December 20, 2024
Census Tract:	0062.01
Current Use:	Commercial
Highest and Best Use:	Commercial

Exposure Time:	6 to 12 months
Marketing Time:	6 to 12 months
Estimated Property Values:	
Value via Cost Approach:	N/A
Value via Income Capitalization Approach:	N/A
Value via Sales Comparison Approach:	$800,000
CURRENT MARKET VALUE (AS-IS):	**$800,000**
Date of Inspection:	July 31, 2026
Date of Report:	August 10, 2026
Date of Value:	July 31, 2026
Appraisers:	Robert B. Banting, MAI, SRA Cert Gen RZ4 William H. Spengler Cert Gen RZ4659

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported general limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.

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.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to any 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. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

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.

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 & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

William H. Spengler has made a personal inspection of the property that is the subject of this report. Robert B. Banting, MAI, SRA has not made a personal inspection of the property that is the subject of this report.

As of the date of this report, Robert B. Banting, MAI, SRA has completed the continuing education program of the Appraisal Institute.

No one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.



Robert B. Banting, MAI, SRA
Cert Gen RZ4
rbanting@andersoncarr.com
561-833-1661



William H. Spengler
Cert Gen RZ4659
bspengler@andersoncarr.com
561-833-1661

GENERAL LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents our opinion of the market value or the value defined as of the date specified. Values of real estate are affected by national and local economic conditions and consequently will vary with future changes in such conditions.

2. Possession of this report or any copy thereof does not carry with it the right of publication nor may it be used for other than its intended use. The physical report(s) remains the property of the appraiser for the use of the client. The fee being charged is for the analytical services only. The report may not be copied or used for any purpose by any person or corporation other than the client or the party to whom it is addressed, without the written consent of an officer of the appraisal firm of Anderson & Carr, Inc. and then only in its entirety.

3. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales or other media without written consent and approval of an officer of Anderson & Carr, Inc. nor may any reference be made in such public communication to the Appraisal Institute or the MAI, SRA or SRPA designations.

4. The appraiser may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee, as specified in writing except as may be required by the Appraisal Institute, as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.

5. Liability of Anderson & Carr, Inc. and its employees is limited to the fee collected for the appraisal. There is no accountability or liability to any third party.

6. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures which make it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these facts.

7. This appraisal is to be used only in its entirety. All conclusions and opinions concerning the analysis which are set forth in the report were prepared by the appraisers whose signatures appear on the appraisal report. No change of any item in the report shall be made by anyone other than the appraiser and the appraiser and firm shall have no responsibility if any such unauthorized change is made.

8. No responsibility is assumed for the legal description provided or other matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical, or engineering in nature. No opinion is rendered as to the title which is presumed to be good and merchantable. The property is valued as if free and clear of any and all liens and encumbrances and under responsible ownership and competent property management unless otherwise stated in particular parts of the report.

9. No responsibility is assumed for accuracy of information furnished by or from others, the clients, their designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit when possible. All are considered appropriate for inclusion to the best of our knowledge and belief.

10. The contract for appraisal, consultation or analytical service is fulfilled and the total fee payable upon completion of the report. The appraiser or those assisting the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part; nor engaged in post-appraisal consultation with client or third parties, except under separate and special arrangement and at an additional fee.

11. The sketches and maps in this report are included to assist the reader and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status as of the date of the photos.

12. Unless otherwise stated in this report, the appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

13. If applicable, the distribution of the total valuation of this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal, no matter how similar and are invalid if so used.

14. No environmental or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. Anderson & Carr, Inc. reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any previous or subsequent study or analysis becoming known to the appraiser.

15. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in this appraisal report.

16. The value estimated in this appraisal report is gross without consideration given to any encumbrance, lien, restriction, or question of title, unless specifically defined. The estimate of value in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

17. It is assumed that the property conforms to all applicable zoning, use regulations, and restrictions unless a nonconformity has been identified, described, and considered in this appraisal report.

18. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.

19. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

20. This appraisal report has been prepared for the exclusive benefit of the client and intended users, Boynton Beach Community Redevelopment Agency. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

21. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible non-compliance with the requirements of the ADA in estimating the value of the property has not been considered.

ACCEPTANCE OF, AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.

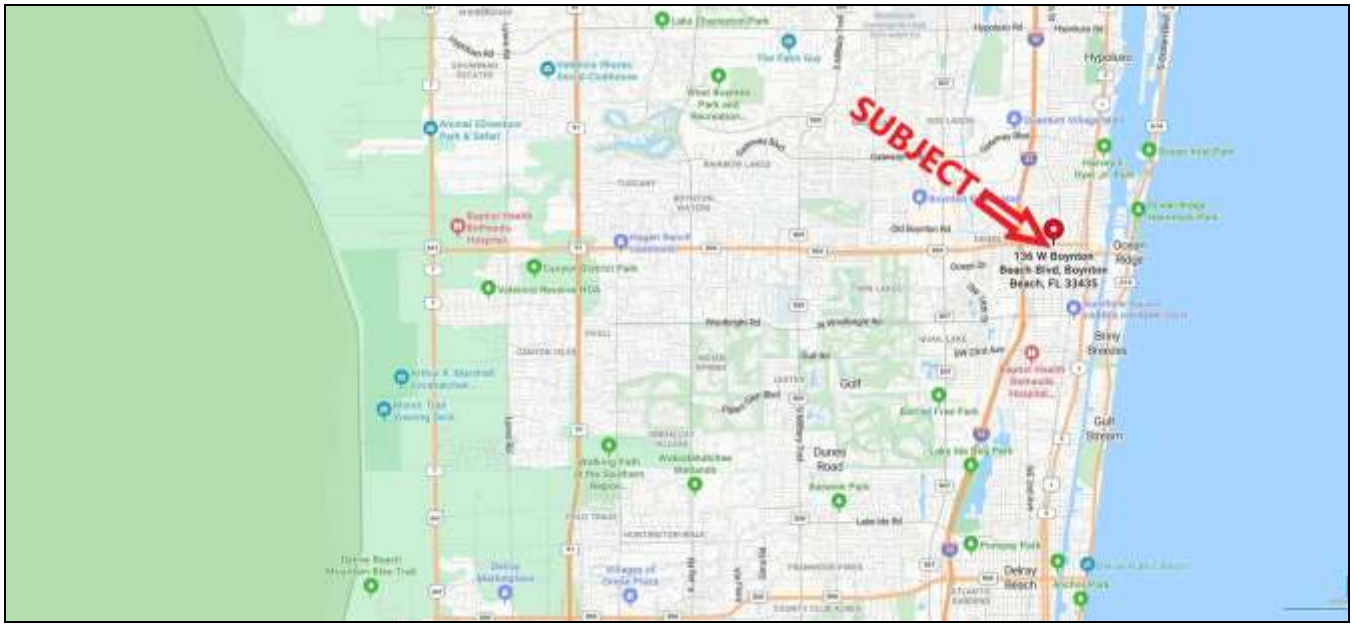
EXTRAORDINARY ASSUMPTIONS

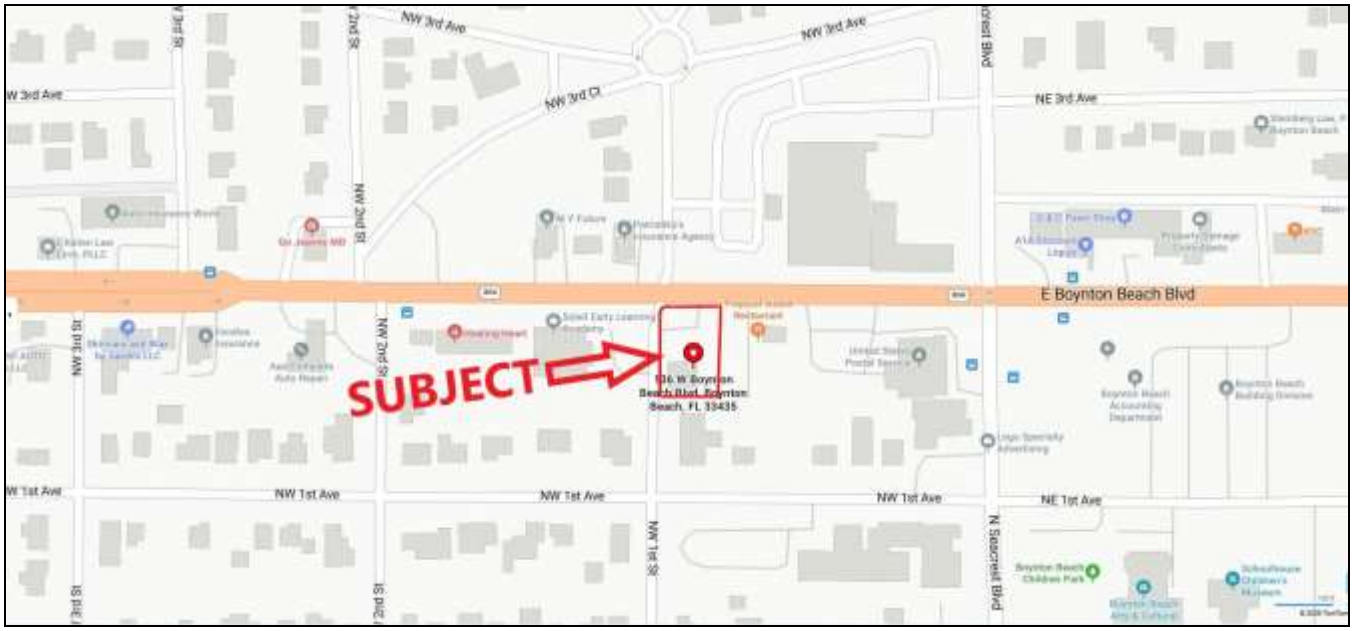
No Extraordinary Assumptions were utilized in the preparation of this appraisal.

HYPOTHETICAL CONDITIONS

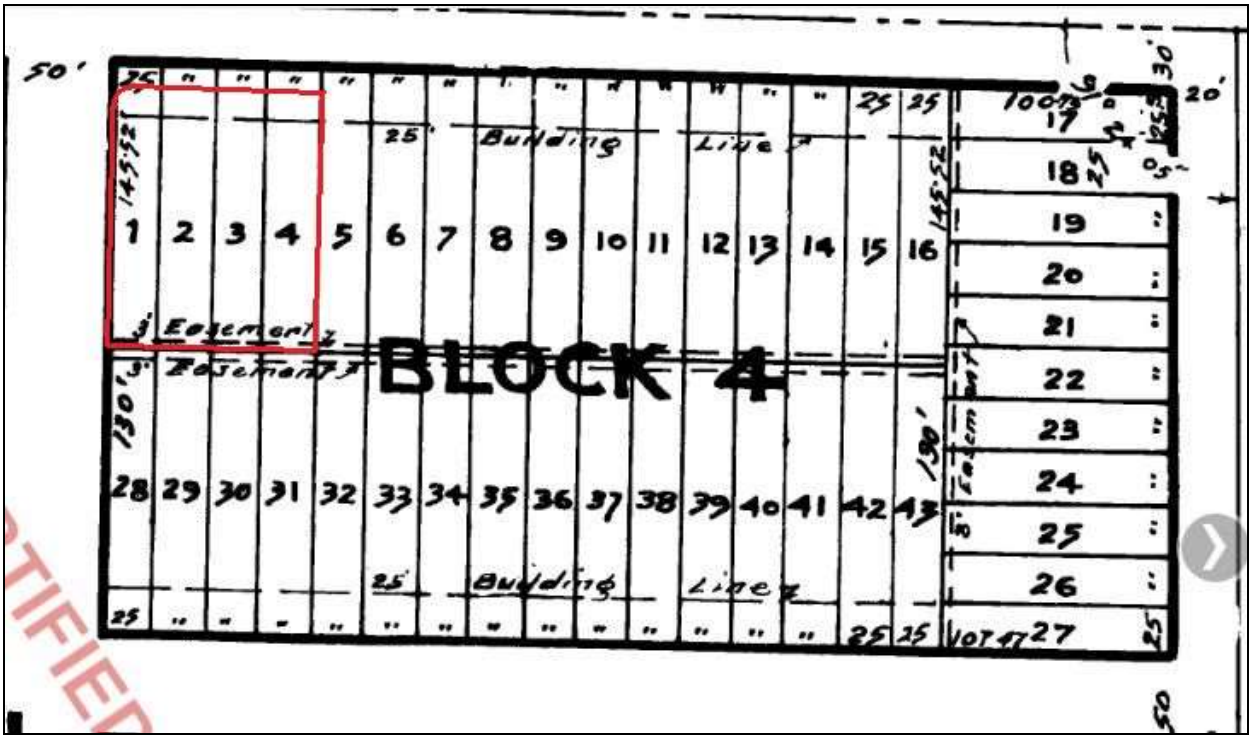
No Hypothetical Conditions were utilized in the preparation of this appraisal.

AREA/LOCATION MAPS





PARCEL MAP


BLOCK 4
Building Line
Building Line
Easement
Easement
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
17 18 19 20 21 22 23 24 25 26 27
28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43
145.52'
130'
50'
25'
20'

AERIAL PHOTOGRAPHS






W Boynton Beach Blvd
NW 1st St

SUBJECT PROPERTY PHOTOS (TAKEN JULY 31, 2026)



Subject Front, from the North



Subject West Side and Rear, from the West



Street View, West Boynton Beach Boulevard, looking East



Street View, West Boynton Beach Boulevard, looking West



Subject, from the Northeast



Subject, from the Northwest



Subject, East Side



Subject, South Retail Space



Subject, North Retail Space



Real Estate For-Sale Sign on the Property

PURPOSE AND DATE OF VALUE

The purpose of this appraisal is to estimate the market value, fee simple estate, of the subject property as of July 31, 2026.

PROPERTY APPRAISED

The subject is a retail building of 2016 square feet on a site of 13,473 square feet. The subject property is located on the southeast corner of West Boynton Beach Boulevard and NW 1st Street, Boynton Beach. The property address is 136 West Boynton Beach Boulevard, Boynton Beach, Florida 33435.

LEGAL DESCRIPTION

The legal description for the subject property was taken from the most recent deed for the subject property, recorded in OR Book 17421, Page 0763.

Lots 1, 2, 3 and 4, Block 4, BOYNTON HEIGHTS, Addition to the Town of Boynton, Florida, (Revised Plat), 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 10, Page 64, LESS that part described as follows: The North 10 feet of Lot 1, the North 10 feet of Lot 2, and the North 10 feet of the West 11.83 feet of Lot 3, all in Block 4, according to the REVISED PLAT OF BOYNTON HEIGHTS, as recorded in Plat Book 10, at Page 64, in the Public Records of Palm Beach County, Florida, in Section 28, Township 45 South, Range 43 East; and

That part of said Lot 1 which is included in the external area formed by a 20.00 foot radius arc which is tangent to the West line of said Lot 1 and tangent to a line 10 feet South of and parallel to the North line of said Lot 1; and

A strip of land over, through, and across the following: The East 13.17 feet of Lot 3, Lots 4, 5, 6, 7 and 8, all in said Block 4, according to the said REVISED PLAT OF BOYNTON HEIGHTS, said strip, measured along a line 13.17 feet West of and parallel to the East line of said Lot 3, being the Northerly 10 feet and, when measured along the East line of said Lot 8, being the Northerly 11.20 feet.

REFERENCE COPY

DISCLOSURE OF COMPETENCY

Per the Competency Rule contained within the Uniform Standards of Professional Appraisal Practice, the appraisers hereby affirm that they are competent to complete the appraisal assignment for which they have been engaged by the client.

INTENDED USE AND USER

The intended use of this report is to assist the client and intended user in establishing a purchase or selling price. The intended user of the report is Boynton Beach Community Redevelopment Agency.

This report has been prepared utilizing generally accepted appraisal guidelines, techniques, and methodologies as contained within the Uniform Standard of Professional Practice (USPAP), as promulgated by the Appraisal Foundation.

CLIENT

Ms. Theresa Utterback
Development Services Specialist
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue
Boynton Beach, FL 33435

DEFINITIONS

Market Value

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, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (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 normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010).

PERSONAL PROPERTY, FURNITURE, FIXTURES AND EQUIPMENT

This appraised value does not include the personal property, furniture, fixtures, and equipment (FF&E), if any, used in the operation of the intended use of the property.



PROPERTY RIGHTS APPRAISED

The property rights appraised are those of the fee simple estate.

Fee simple estate is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat (The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

TYPICAL BUYER PROFILE

In the analysis of comparable sales and in the appraiser's experience with this property type, size, and quality, we believe the typical buyer is a private investor and/or a partial owner user. The property is too small to be of interest to typical institutional buyers. The sales comparison approach to value reflects the actions of typical buyers within this market.

SCOPE OF ASSIGNMENT

The traditional appraisal approaches include the cost approach, the sales comparison approach, and the income capitalization approach. We have considered all three approaches in this assignment, and determined the sales comparison approach to be applicable in this assignment. Per discussion with the client prior to our engagement, we have utilized the sales comparison approach to value, a common method used for valuing properties such as the subject property. It was determined that an income approach, while applicable to the subject property type, would not be necessary to meet the client's intended use of the appraisal and that the sales comparison approach would produce credible assignment results.

In the process of gathering data for the sales comparison approach to value, we conducted a search of our appraisal files and public information sources such as the Palm Beach County Property Appraiser’s public access system and the Palm Beach County Clerk’s Office, as well as subscription-based information services such as CoStar.com for comparable sales in the relevant market area. We searched for the most similar sales to the subject property.

The sales ultimately selected for further analysis were the best comparable sales we were able to find in this market. We obtained and verified additional information on the comparable properties with a party to the transaction, or a broker or agent of the parties when possible.

We inspected the interior and exterior of the subject property and the exterior of the comparables. Physical data pertaining to the subject property was obtained from an inspection of the premises and public information sources such as the Palm Beach County Property Appraiser’s records. Other data pertaining to the subject property was obtained from the Palm Beach County Clerk’s and Tax Collector’s offices and local planning and zoning departments.

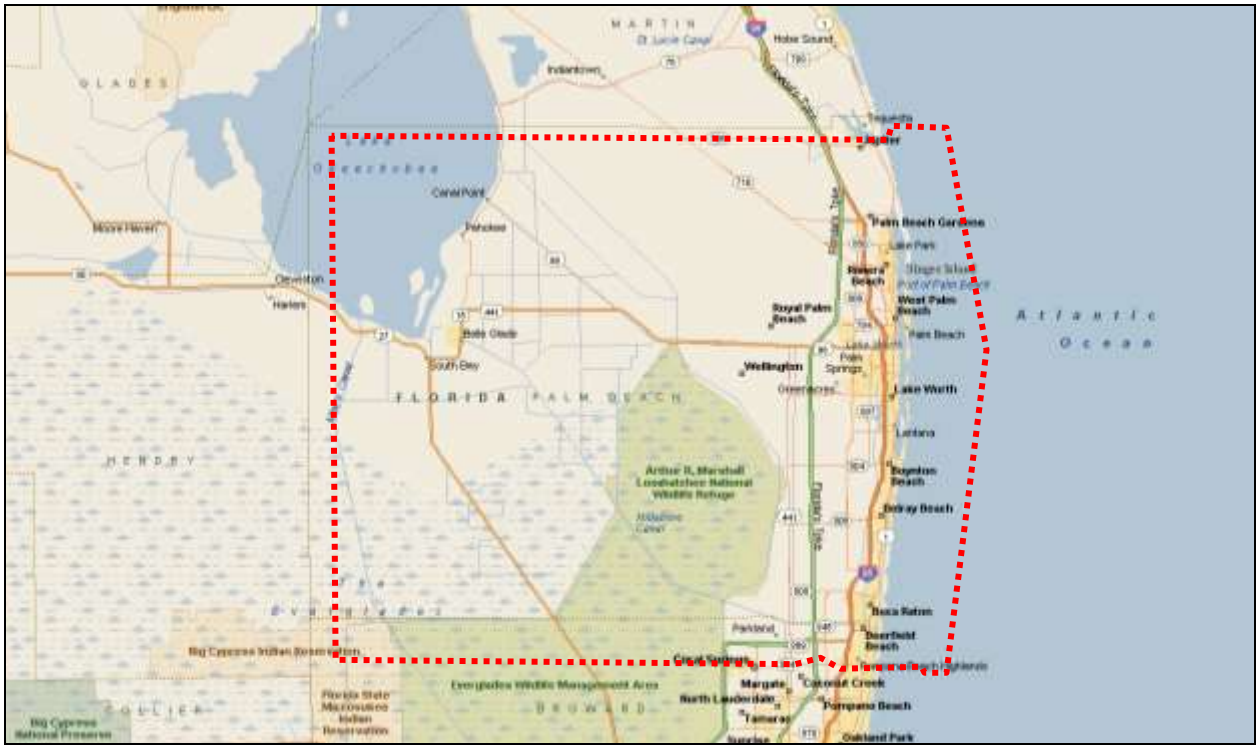
The product of our research and analysis is formulated within this report for analysis of and direct comparison with the subject property being appraised. Additionally, we have used original research performed in preparation of other appraisals by this office, which is considered appropriate for the subject property.

We make no warranty as to the authenticity and reliability of representations made by those with whom we verified sales, rental, and other information. We have taken due care in attempting to verify the data utilized in this analysis. We based our analysis and conclusions on overall patterns rather than on specific representations.

Per USPAP Standard Rule 2-2 this analysis is an Appraisal Report presented in written format. The analysis and conclusions of this appraisal assignment are presented in a narrative appraisal report.



PALM BEACH METROPOLITAN STATISTICAL AREA ANALYSIS



Geography

Palm Beach County stretches along Florida's scenic Southeast coast, bordered by Martin County to the north, Hendry and Glades Counties to the west, Broward County to the south, and the Atlantic Ocean to the east. Its northwestern edge includes a portion of Lake Okeechobee—the largest freshwater lake in the state. Strategically located, the county sits about 80 miles north of Miami and 260 miles south of Jacksonville.

Covering roughly 2,203 square miles, Palm Beach County includes approximately 1,974 square miles of land and 229 square miles of water, with 47 miles of pristine coastline. According to the U.S. Census Bureau's 2020 report, the county's population reached 1,492,191—up 1.13% from the 2010 census count of 1,320,134. Much of this growth stems from domestic migration, with new residents arriving from northern states as well as from neighboring Miami-Dade and Broward Counties. Today, Palm Beach ranks as Florida's third most populous county, following only Miami-Dade and Broward.

The county is home to 38 incorporated municipalities. Among them, West Palm Beach stands as the largest and serves as the county seat. To the south, Boca Raton claims the title of second-largest city and is recognized as one of the highest-income retail trade areas in the nation. Together with Miami-Dade and Broward Counties, Palm Beach forms Florida's famed "Gold Coast"—a densely populated stretch approximately 110 miles long and up to 20 miles wide. This region is the second-largest urbanized area in the United States, trailing only the New York metropolitan area.

Transportation

Vehicular Travel

Interstate 95 is a major north/south thoroughfare that connects Palm Beach County to the southeastern and northeastern portions of the state, and then continues along the Eastern Seaboard to Maine. Florida's Turnpike also passes through the county and provides connections to Miami-Dade and Broward Counties to the south and Orlando to the north, connecting with I-75 around Leesburg, FL. Other north/south highways include A1A, U.S. Highway 1, Congress Avenue, Military Trail and U.S. 441. A1A connects the coastal communities along the eastern edge of the county while U.S. 441 connects the more western communities such as Wellington and Jupiter Farms. There are numerous local east/west roadways with Southern Boulevard and Blue Heron Boulevard providing access to the most western portions of the county including Belle Glade, as well as Florida's West Coast.

Airport

Palm Beach International Airport (PBI) is a commercial service airport, serving both air carriers (airlines) and general aviation aircraft. PBI has a 24-hour control tower and a U.S. Customs & Immigration port of entry facility. It is a key transportation asset for the region, located just 2.5 miles from downtown West Palm Beach and directly adjacent to I-95—providing seamless access for travelers and businesses across Palm Beach County. Since its opening in 1988, PBI has undergone continuous expansion to meet growing demand.

Currently, the airport hosts 14 major airlines offering a wide range of domestic routes, as well as international service to destinations including The Bahamas and Canada. To support increased passenger and cargo volume, a dedicated overpass interchange with I-95 was constructed, dramatically enhancing traffic flow and reducing transit times to and from the airport.

In addition to PBI, Palm Beach County also supports four commercial executive airports, further strengthening the region's aviation infrastructure and appeal for corporate travel, private aviation, and logistics operations. This robust air transportation network positions Palm Beach County as an attractive hub for both business and leisure travel, while supporting regional growth and economic development.

Rail Service and Transit

Palm Beach County is strategically served by two major rail corridors: the Florida East Coast Railway and the CSX Railway. The CSX line is partially owned by the Florida Department of Transportation to support Tri-Rail, South Florida's commuter rail system, which provides essential north-south connectivity across the tri-county region.

Amtrak operates passenger rail service through the county, linking Palm Beach to major cities across the United States. Meanwhile, BrightLine—a privately funded, high-speed intercity rail service—offers fast, modern transit between Miami and West Palm Beach, with additional stops in Fort Lauderdale and Aventura. Service began in 2018, and a significant extension from West Palm Beach to Orlando via Melbourne was more recently added, further enhancing regional access and workforce mobility.

On the local level, Palm Tran is the county's primary public transportation provider, offering fixed-route bus service across the region, as well as Palm Tran CONNECTION, a paratransit solution for qualified users. Additionally, a variety of trolley and shuttle services (operated by local municipalities and Tri-Rail) ensures comprehensive coverage and convenient last-mile transit options.

This multi-modal transportation network supports a dynamic business environment by facilitating commuter access, improving logistics, and strengthening regional ties across South and Central Florida.

Port of Palm Beach and Intracoastal Waterway

The Port of Palm Beach, located in Riviera Beach, Florida, operates as an independent taxing authority governed by a five-member Board of Commissioners. Based on fiscal year end reports from 2023, the annual cargo throughput is $14.9 billion per year, with the highest container volume per acre in the U.S., and cruise ship passenger traffic exceeding 400,000; it ranks as the fourth busiest container port among Florida's 14 deepwater ports and 18th in the United States.

What sets the Port apart is its strong export orientation—approximately 80% of its cargo is outbound. It plays a vital role in regional trade, particularly with the Caribbean, supplying up to 60% of all goods consumed in The Bahamas. This makes the Port of Palm Beach a key logistics hub for companies engaged in international commerce and maritime shipping.

Complementing the Port's operations is the Intracoastal Waterway, one of Palm Beach County's most prominent marine assets, including a unique deep-water Mega Yacht berth and offering a full suite of yacht services. Spanning approximately 43 miles, it links 23 municipalities across the county and serves as a critical corridor for recreational boating, marine transport, and waterfront development.

Together, these assets position Palm Beach County as a strategic gateway for global trade and a valuable node in Florida's maritime economy.

Economy

Employment growth in Palm Beach County has cooled from the rapid post-pandemic surge but remains positive, supported by ongoing corporate relocations, wealth-driven service demand, and continued investment in healthcare and professional services. Office-using employment is anchored by finance, insurance, real estate, legal services, and healthcare administration, while leisure and hospitality remains a meaningful contributor given the county's tourism base and seasonal population.

As of third quarter 2026, employment in the Palm Beach MSA changed by approximately 490 jobs over the past year, reflecting a 0.1% change compared to 0.0% nationally. This brought total employment in the market to approximately 710,000 jobs, a change of about 82,000 jobs over the past five years. In the past ten years, 100,000 total jobs were added.

Employment in office-using sectors accounts for about 25% of all jobs in the region with around 180,000 total employees. Office employment in Palm Beach is largely driven by financial services, professional and business services, and healthcare, with the county's growing concentration of wealth management firms, private equity offices, hedge funds, and corporate headquarters supporting demand for office space. Office-using employment has changed by -2,200 jobs (-1.2%) year-over-year as of 2026Q3 compared to -0.4 nationally. The industrial sector employs approximately 67,000 people, and changed by -710 jobs in the last year.

The region benefits from a diverse, highly skilled, educated workforce, with approximately 630,000 households and 1.6 million people. Approximately 40% of people in the region have a Bachelor's degree or higher. The median income in the region is $87,000, compared to $84,000 nationally. Higher-income households continue to support spending across retail, personal services, and housing-related sectors.

PALM BEACH EMPLOYMENT BY INDUSTRY IN THOUSANDS

	CURRENT JOBS		CURRENT GROWTH		10 YR HISTORICAL		5 YR FORECAST	
Industry	Jobs	LQ	Market	US	Market	US	Market	US
Manufacturing	23	0.4	-0.95%	-0.67%	1.64%	0.20%	0.43%	0.03%
Trade, Transportation, and Utilities	127	1.0	-0.89%	-0.59%	1.03%	0.54%	0.44%	0.12%
Retail Trade	81	1.2	-0.35%	-0.11%	0.29%	-0.23%	0.39%	0.04%
Financial Activities	50	1.2	-1.88%	-0.54%	2.32%	1.02%	0.35%	0.13%
Government	65	0.6	0.20%	-0.99%	0.69%	0.50%	0.31%	0.20%
Natural Resources, Mining, and Construction	44	1.1	-1.04%	0.36%	2.65%	1.93%	0.85%	0.49%
Education and Health Services	130	1.0	3.94%	1.85%	3.09%	2.10%	0.42%	0.28%
Professional and Business Services	132	1.3	-0.87%	-0.35%	1.80%	1.05%	0.54%	0.29%
Information	11	0.9	-1.30%	-2.01%	0.13%	0.08%	0.67%	0.05%
Leisure and Hospitality	95	1.3	-0.07%	0.75%	1.07%	0.84%	0.95%	0.71%
Other Services	31	1.1	-1.16%	0.62%	-0.45%	0.60%	0.37%	0.16%
Total Employment	**708**	**1.0**	**0.07%**	**0.02%**	**1.61%**	**0.96%**	**0.53%**	**0.26%**

Source: Oxford Economics
LQ = Location Quotient

Commercial Real Estate

Industrial

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Logistics	48,966,099	9.0%	$17.34	9.2%	(23,745)	0	304,285
Specialized Industrial	11,293,800	4.7%	$18.76	9.6%	(46,043)	0	583,462
Flex	11,131,841	4.5%	$22.53	5.7%	(14,214)	0	0
Market	**71,391,740**	**7.6%**	**$18.37**	**8.7%**	**(84,002)**	**0**	**887,747**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	1.4% (YOY)	5.2%	7.0%	11.1%	2009 Q4	2.2%	2018 Q3
Net Absorption SF	(342K)	657,028	647,412	2,239,871	2005 Q3	(2,340,819)	2009 Q3
Deliveries SF	762K	900,633	640,483	2,527,887	2024 Q3	31,589	2013 Q4
Market Asking Rent Growth	2.4%	3.6%	3.6%	10.2%	2022 Q3	-4.0%	2009 Q4
Sales Volume	$797.8M	$272.1M	N/A	$828.3M	2022 Q2	$36.5M	2010 Q1

The Palm Beach industrial market spans a series of established distribution and flex corridors positioned along I 95, Florida's Turnpike, and key east–west arterials that connect coastal population centers with inland logistics nodes. Industrial product is concentrated near the Turnpike and airport-oriented submarkets, where access to regional highway infrastructure supports last mile distribution, building services, and light manufacturing uses. The market's location between Miami Dade and the Treasure Coast allows tenants to serve both South Florida and growing northern metros while remaining within a single operating footprint.

Industrial demand in Palm Beach is driven primarily by logistics, wholesale trade, construction services, and consumer-oriented distribution, with a mix of modern bulk facilities and older infill product. Newer development has favored larger-format warehouses in Turnpike adjacent areas, while coastal and airport-proximate submarkets remain constrained by land availability and redevelopment pressures. Air cargo access and proximity to the Port of Palm Beach support specialized users.

Palm Beach's trailing 12-month industrial net absorption has slowed to -340,000 SF, down from elevated levels of over 2 million SF during 2021. From 2022-2024, annual absorption was relatively stable, ranging from 500,000 to 600,000 SF each year. That dropped to 370,000 SF in 2025, and is expected to stay low through 2026. Absorption of new space built since 2023 has driven the bulk of positive gains over the last year, with older properties seeing net move-outs.

In the last five years, 5.1 million SF of space was delivered in the market, 740,000 SF of which was delivered in the last year. Another 890,000 SF, or 1.2% of inventory, is currently under construction. This compares to the U.S. average for under-construction stock as 2.0% of inventory.

The ongoing delivery of space, combined with the pullback in demand, has resulted in the vacancy rate rising from a low of 2.6% in 2022 to 7.6% as of the third quarter of 2026. This compares to the U.S. average of 7.5%. Future deliveries will likely further impact the vacancy rate, as over 50% of the space in properties underway remains available.

Palm Beach's market conditions have provided landlords with enough bargaining power to increase rents by 2.4% over the past year, above U.S. average gains of 1.3%. Despite recent gains, slowing demand and a rising vacancy rate have moderated rent gains from peak levels of over 10% year-over-year recorded in 2022. Further deceleration is likely as demand catches up with supply.

Although sales volume has moderated after a historic boom in 2021-22, annual activity totals $798 million, above the long-term average annual volume of $478 million over the past 10 years. Looking ahead, industrial vacancy in the Palm Beach market is forecast to be 8.0% at the end of 2026, while annual rent growth is expected to register 1.1%, compared with 1.3% across the United States

Office

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
4 & 5 Star	13,781,467	11.3%	$66.09	21.5%	(54,574)	0	2,390,073
3 Star	35,193,585	8.6%	$45.98	10.6%	(62,638)	0	44,174
1 & 2 Star	12,121,922	4.2%	$37.92	4.7%	(4,473)	0	8,440
Market	**61,096,974**	**8.3%**	**$49.56**	**12.2%**	**(121,685)**	**0**	**2,442,687**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	-0.7% (YOY)	10.3%	8.7%	16.2%	2010 Q3	6.1%	2000 Q2
Net Absorption SF	435K	513,780	520,602	2,095,351	2004 Q4	(948,573)	2020 Q3
Deliveries SF	79.3K	722,266	680,957	3,346,753	2008 Q4	40,000	2024 Q2
Market Asking Rent Growth	5.6%	3.1%	2.1%	10.0%	2022 Q3	-6.1%	2009 Q4
Sales Volume	$858.6M	$703.6M	N/A	$2.3B	2022 Q1	$99.8M	2009 Q4

Palm Beach's office market has softened as tenant caution continues to weigh on near-term fundamentals, though underlying demand patterns still favor high-quality space in the market's most established office nodes. Leasing activity remains strong, particularly among larger users and professional service firms, but translating that activity into net absorption has been uneven as occupiers delay move-ins and favor future-dated commitments. As a result, annual net absorption totaled 430,000 SF as of the third quarter of 2026, compared to the 10-year annual average of 260,000 SF.

Tenant behavior continues to reinforce a pronounced flight-to-quality dynamic. Demand is increasingly concentrated in newer, well-located 4 & 5 Star buildings, particularly within the West Palm Beach CBD and Boca Raton submarkets, where access to amenities and modern floorplates remains key differentiators. While overall footprints are trending smaller, the limited availability of large blocks of modern space has kept competitive pressure elevated for top-tier assets, even as older and less functional buildings face rising vacancy and longer lease-up periods.

Construction activity remains elevated and is heavily concentrated in downtown West Palm Beach, where much of the region's new supply is still underway. With 2.4 million square feet currently under construction, deliveries over the next several years are expected to place additional pressure on the vacancy rate. Even so, the limited availability of high-quality space today and the pre-leasing of several marquee projects suggest new supply will be absorbed unevenly, with the strongest performance concentrated in the highest-quality assets.

Rent growth has moderated from recent highs but remains supported by this bifurcated demand environment. Asking rents increased 5.6% year-over-year as of the third quarter of 2026, continuing to outperform national trends. However, pricing power is increasingly concentrated in prime submarkets and newer buildings, while landlords of aging inventory rely more heavily on concessions to maintain occupancy.

Investment activity has improved from recent lows. Sales volume over the past year totaled $859 million, as buyers continue to prioritize well-leased, institutional-quality assets and remain selective on pricing. Palm Beach County's office market continues to compare favorably with many peer markets, supported by vacancy rates that remain well below the national average of 13.9% and a long-term record of rent growth that has consistently outperformed the nation

Retail

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	8,905,426	2.9%	$44.27	1.1%	1,240	0	0
Power Center	3,255,072	4.6%	$43.26	5.7%	11,014	0	36,960
Neighborhood Center	29,905,206	5.2%	$37.23	6.3%	(15,897)	0	111,670
Strip Center	5,350,065	4.0%	$35.63	4.8%	(7,849)	0	81,071
General Retail	32,690,120	2.2%	$38.88	2.7%	(1,590)	0	172,287
Other	684,743	3.7%	$53.12	6.9%	0	0	0
Market	**80,790,632**	**3.6%**	**$38.94**	**4.1%**	**(13,082)**	**0**	**401,988**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	-0.4% (YOY)	5.2%	3.6%	8.8%	2010 Q1	3.1%	2022 Q4
Net Absorption SF	617K	481,980	372,528	1,651,090	2022 Q1	(1,069,478)	2009 Q3
Deliveries SF	345K	675,429	457,790	2,517,511	2006 Q4	192,008	2012 Q3
Market Asking Rent Growth	6.8%	2.9%	5.7%	7.2%	2023 Q3	-5.0%	2009 Q3
Sales Volume	$1.5B	$757.2M	N/A	$1.8B	2022 Q3	$136.2M	2009 Q3

Palm Beach retail leasing activity has improved over the last year. Total leasing volume in 2025, at roughly 2.1 million SF, was up roughly 30% from 2024 and the highest since 2021. The first quarter of 2026 also appears to have been strong. Despite continued space constraints, the recent improvement in leasing activity has reversed the negative absorption trend seen from 2024 through the first half of 2025. In fact, annual net absorption has returned to positive territory and is 620,000 SF as of the third quarter of 2026.

Availability is below historical standards. The market's availability rate stands at 4.1%, and vacancy is holding at 3.6%, compared to the long-term averages of 6.5% and 5.2%, respectively. This is largely due to the ongoing lack of new construction; just 400,000 square feet is currently underway, representing only 0.5% of total inventory. Most of this space is already pre-leased, limiting the risk of oversupply.

Construction has remained largely muted, with 2024 and 2025 deliveries totaling just over 335,000 and 304,000 SF, respectively. Going forward, annual inventory additions are expected to remain below the 10-year average of 360,000 SF. Higher interest rates and elevated land values continue to weigh on developer activity, with construction starts still below pre-pandemic levels.

At around $39.00/SF as of the third quarter of 2026, Palm Beach has the second-highest retail rents across all Florida markets, trailing only Miami. After receding to a cycle low of 3.3% in the second quarter of 2025, annual rent growth has accelerated sharply and sits at 6.8% as of the third quarter of 2026. This is well above the national growth rate of 1.7% and above the market's five-year average of 5.8%. Palm Beach's cumulative rent growth over the last five years is among the nation's top performers.

Transaction volume in 2025 reached cyclical highs, surpassing those of 2021 and 2022. Approximately $1.5 billion in sales volume transacted over the past 12 months, above the five-year annual average of $1.1 billion. The outlook for retail is strong, with absorption and deliveries projected to stay in balance, leading to a stable vacancy rate.

Multi-Family

KEY INDICATORS

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	43,911	6.5%	$2,850	$2,780	(14)	0	4,481
3 Star	25,356	6.7%	$2,232	$2,184	0	0	2,171
1 & 2 Star	15,203	6.8%	$1,843	$1,818	(2)	0	0
Market	**84,470**	**6.6%**	**$2,543**	**$2,485**	**(16)**	**0**	**6,652**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	-1.5% (YOY)	7.7%	7.0%	10.0%	2009 Q1	3.7%	2021 Q3
Absorption Units	1,812	1,419	1,972	5,262	2021 Q3	(736)	2007 Q2
Delivered Units	577	1,552	2,121	4,644	2024 Q3	11	2011 Q1
Demolished Units	9	44	9	285	2010 Q1	0	2025 Q2
Asking Rent Growth	2.3%	3.1%	1.9%	22.9%	2021 Q4	-3.2%	2008 Q3
Effective Rent Growth	3.1%	3.0%	1.9%	25.4%	2021 Q4	-3.2%	2008 Q3
Sales Volume	$1.8B	$803M	N/A	$3.6B	2022 Q2	$63.9M	2007 Q3

Palm Beach's multifamily market is normalizing after the pandemic-era surge, reflecting a more balanced supply demand dynamic. Still, affordability challenges, a sizable construction pipeline, and slowing population and job growth present near-term headwinds.

Annual absorption totals 1,800 units as of the third quarter of 2026, down from 2,300 units a year ago. After a record 4,000 units in 2024, net deliveries receded to just 570 units in the last 12 months, positioning Palm Beach as one of Florida's tightest markets. While the supply pipeline remains elevated, with 6,700 units under construction, representing a 7.9% inventory expansion, deliveries in 2026–2027 are expected to align more closely with historical averages.

The vacancy rate dropped by 1.5% year-over-year to 6.6% as of 2026Q3, well below the national index of 8.2%. This was driven by absorption outpacing new supply.

Palm Beach is among nation's top performing metros with cumulative rent growth of 18.6% over the last five years compared to 12.7% in the U.S. overall. Asking rents average $2,540, making Palm Beach the most expensive apartment market in Florida, and well above the national average of $1,800/month. Annual rent growth remains positive but slowed to 2.3% year-over year. 4 and 5 Star properties posted annual rent growth of 2.9%, while lower-tier assets recorded gains of 1.2%, and mid-tier properties saw rents change 1.1%. Operators cite Live Local conversions and aggressive concessions of up to two months free at luxury lease ups as key pressures on 3 Star performance.

Sales volume totals $1.8 billion across 62 transactions over the past year, which is near the 5-year average and more than double the 2023 cycle low of $630 million. While all quality segments saw activity, 4 and 5 Star assets accounted for nearly 90% of volume and drove a resurgence in the second-half of 2025. Average pricing rose year-over-year to $370,000 per unit, supported by high-end trades.

Looking forward, the base case forecast anticipates a modest increase in absorption in 2026, coinciding with the delivery of 1,900 units currently under construction. The vacancy rate is expected to remain below 7%, while rent growth stabilizes in the mid-2% range. Concessions will likely persist as a key incentive amid competitive conditions.

Residential Real Estate

PALM BEACH COUNTY
MARKET SNAPSHOT

Single Family Homes	2026	2025	% Change
Closed Sales	1,482	1,187	24.9%
Paid in Cash	645	486	32.7%
Median Sale Price	$700,000	$626,000	11.8%
Original List Price Received	94.7%	93.1%	1.7%
Median Days to Contract	42	42	0%
Inventory (Active Listings)	4,782	6,259	-23.6%
Months Supply of Inventory	3.9	5.7	-31.6%

Townhouses/Condos	2026	2025	% Change
Closed Sales	974	821	18.6%
Paid in Cash	572	464	23.3%
Median Sale Price	$325,000	$315,000	3.2%
Original List Price Received	92.7%	90.9%	2%
Median Days to Contract	68	61	11.5%
Inventory (Active Listings)	6,216	7,670	-19%
Months Supply of Inventory	7.2	9.7	-25.8

BEACHESMLS
Broward, Palm Beaches & St. Lucie Realtors®

JUNE

Quarterly Market Summary - Q2 2026
Single-Family Homes
Palm Beach County

FloridaRealtors®
The Voice for Real Estate® in Florida



	Q2 2026	Q2 2025	Percent Change Year-over-Year
Closed Sales	4,295	3,849	11.6%
Paid in Cash	1,917	1,626	17.9%
Median Sale Price	$675,000	$635,000	6.3%
Average Sale Price	$1,374,192	$1,251,760	9.8%
Dollar Volume	$5.9 Billion	$4.8 Billion	22.5%
Med. Pct. of Orig. List Price Received	94.7%	93.5%	1.3%
Median Time to Contract	42 Days	46 Days	-8.7%
Median Time to Sale	87 Days	90 Days	-3.3%
New Pending Sales	4,348	3,822	13.8%
New Listings	4,836	5,229	-7.5%
Pending Inventory	1,849	1,769	4.5%
Inventory (Active Listings)	4,782	6,259	-23.6%
Months Supply of Inventory	3.9	5.7	-31.6%



Produced by Florida REALTORS® with data provided by Florida's multiple listing services. Statistics for each month compiled from MLS feeds on the 10th day of the following month.
Data released on Friday, July 17, 2026. Next data release is Friday, October 16, 2026.

Quarterly Market Summary - Q2 2026
Townhouses and Condos
Palm Beach County

FloridaRealtors®
The Voice for Real Estate® in Florida



	Q2 2026	Q2 2025	Percent Change Year-over-Year
Closed Sales	3,037	2,760	10.0%
Paid in Cash	1,862	1,646	13.1%
Median Sale Price	$335,000	$320,000	4.7%
Average Sale Price	$634,007	$612,120	3.6%
Dollar Volume	$1.9 Billion	$1.7 Billion	14.0%
Med. Pct. of Orig. List Price Received	92.5%	90.9%	1.8%
Median Time to Contract	70 Days	65 Days	7.7%
Median Time to Sale	109 Days	106 Days	2.8%
New Pending Sales	3,047	2,694	13.1%
New Listings	4,043	4,449	-9.1%
Pending Inventory	1,475	1,283	15.0%
Inventory (Active Listings)	6,216	7,670	-19.0%
Months Supply of Inventory	7.2	9.7	-25.8%



Produced by Florida REALTORS® with data provided by Florida's multiple listing services. Statistics for each month compiled from MLS feeds on the 10th day of the following month.
Data released on Friday, July 17, 2026. Next data release is Friday, October 16, 2026.

DEMOGRAPHIC TRENDS

	Current Level		12 Month Change		10 Year Change		5 Year Forecast	
Demographic Category	Metro	US	Metro	US	Metro	US	Metro	US
Population	1,597,313	342,398,938	0.6%	0.2%	1.1%	0.6%	0.6%	0.3%
Households	633,273	134,437,531	1.0%	0.7%	1.1%	1.0%	0.8%	0.5%
Median Household Income	$86,875	$84,884	1.2%	2.2%	4.3%	4.1%	4.0%	3.9%
Labor Force	779,903	170,459,891	0.1%	-0.1%	1.1%	0.7%	0.3%	0.1%
Unemployment	4.4%	4.5%	0.6%	0.2%	0%	0%	-0.1%	0%

Source: Oxford Economics

POPULATION GROWTH



LABOR FORCE GROWTH



INCOME GROWTH



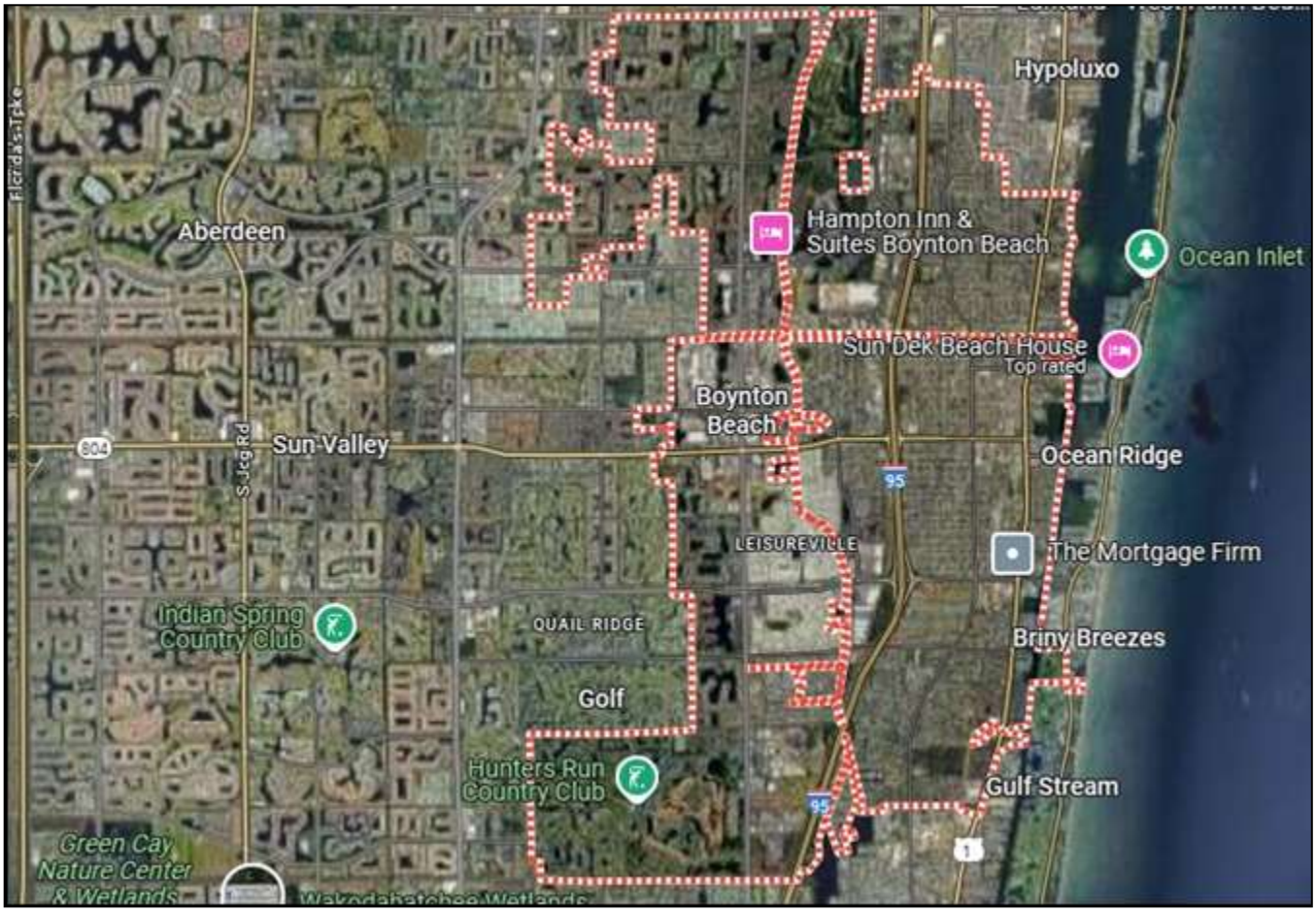
Source: Oxford Economics

Conclusion

Palm Beach County's economy continues to benefit from its role as the northern growth engine of South Florida, supported by sustained in-migration, a high-income resident base, and a diverse mix of professional services, healthcare, tourism, and financial activities. While the broader Miami–Fort Lauderdale–West Palm Beach MSA faces moderating growth, Palm Beach County is projected to add population through the second half of the decade, providing a steady underpinning for labor force expansion and consumer demand.

The County's strategic location, well-developed transportation infrastructure, and lack of a state income tax have positioned it as an attractive destination for businesses and high-net-worth individuals. Looking ahead, Oxford Economics projects Palm Beach County employment to grow at an average annual rate of approximately 0.7% between 2026 and 2030, modestly outpacing the broader tri-county metro forecast. This outlook reflects slower national economic growth and a tightening labor market, but remains supported by positive net migration and the county's ability to attract capital and talent. While downside risks include higher interest rates and reduced affordability pressures, Palm Beach County's demographic momentum and diversified employment base position it for steadier growth relative to other South Florida markets in the years ahead.

NEIGHBORHOOD SUMMARY



The subject property is located just west of downtown Boynton Beach along the Boynton Beach Boulevard Commercial corridor. The neighborhood's boundaries are I-95 to the west, Federal Highway to the east, Woolbright Road to the south, and Gateway Boulevard to the north. To the west of the Central Business District lies the Ocean District Community Redevelopment district. The redevelopment district boundaries are Northeast 3rd Avenue to the north, Southeast 2nd Avenue to the south, Seacrest Boulevard to the west and the FEC Railroad tracks to the east. The district is characterized by older commercial properties along the major thoroughfares with moderately priced single-family residences in the interior neighborhoods.

The neighborhood has good access. The primary thoroughfares are Boynton Beach Boulevard, Federal Highway, and Ocean Avenue. Boynton Beach Boulevard provides access to the Congress Avenue commercial district, a busy retail area, as well as recently developed residential areas lying west of the city. Ocean Avenue provides access to State Road A1A and wealthy beach communities. Federal Highway traverses Palm Beach County's older coastal neighborhoods. Federal Highway also provides access to Atlantic Avenue in downtown Delray Beach, an older commercial district that has redeveloped with a thriving restaurant and nightlife area.

The City of Boynton Beach has been advocating redevelopment in the downtown area and the CRA has been active in acquiring properties in the neighborhood for several years. Ocean Avenue underwent streetscape modification. East Ocean Avenue is seen as the "main street" of the downtown area as its volume of traffic is less than that of other main thoroughfares in the district. One of the goals for East Ocean Avenue is to make it a pedestrian friendly area of mixed-use properties along with the public use properties within the district. The Intracoastal waterfront and Ocean Avenue east of Federal Highway has been almost totally renovated.

The South Federal Highway corridor from Boynton Beach Boulevard extending to the south is composed of mixed commercial and residential uses. Improvements along this stretch of South Federal Highway are primarily characterized by older neighborhood shopping centers, miscellaneous stores, motels and auto related facilities. The subject property falls within an area of the community redevelopment plan. The community redevelopment plan basically calls for enhancement of existing uses; civic in the west, commercial along Boynton Beach Boulevard, multi-family in the center and single family in the south.

It appears that primarily commercial uses were intended between 3rd Street and the CSX Railroad. This area from about Southeast 1st Street to north of Boynton Beach Boulevard contains older properties including several houses, several vacant tracts, and a number of commercial uses. This area is now destined for mixed use with multi-family projects approved that include commercial space on Boynton Beach Boulevard, and Ocean Avenue. The 4.7-acre full city block located at the southwest corner of Federal Highway and Ocean Avenue was assembled during the last development cycle but recessionary influences delayed its development. However, it has now been developed as 500 Ocean and includes 341 residential rental units in a six-story building with 13,800 square feet of retail space on the first floor along Ocean Avenue with 6,600 square feet of office space on the second floor of the Ocean Avenue frontage. This has served as a foundation and catalyst for several more mixed-use projects that have been proposed and/or approved in the immediate vicinity.

Another catalyst is the recent redevelopment of the City's aging municipal facilities in the southwest quadrant of Boynton Boulevard and Seacrest Boulevards. Privately owned parcels in the vicinity had been assembled by a developer and replatted in conjunction with City owned property (the new plat was filed in 2018) as part of a mixed use private/public redevelopment project (Boynton Beach Town Square) in partnership with the City of Boynton Beach. The developer was to develop a portion of the larger project with municipal facilities for the city and the balance with private apartments and commercial space. The developer constructed only a portion of the project (municipal facilities) and was later sued by the city. The resulting settlement included a payment to the City ($4.5 million plus legal fees) and the agreement to sell this portion of the larger project to another developer who agreed to move forward with the private apartment and commercial portion of the project. The portion of the project included in this sale was reported to be approved for roughly 23,000 square feet of retail space, 898 residential units as well as associated parking structures, portions of which will be utilized for the City's municipal facilities.

In general, the single and multi-family housing in the area is dated but in generally average condition. The commercial uses on Ocean Avenue and off of Boynton Beach Boulevard are also dated but have seen some recent renovation. Revitalization of the subject neighborhood is evident from the renovations along Boynton Beach Boulevard including noticeable renovations and new construction of the civic facilities, and the new 500 Ocean project and the many new proposed/approved projects in the downtown core area.

PROPERTY DATA

Taxpayer of Record

136 BBB Property LLC

Palm Beach County Property Control Number(s)

08-43-45-28-10-004-0010

Assessed Value and Taxes for 2025

The following information was taken from the Palm Beach County Property Appraiser's and Tax Collector's web sites.

Appraisals		
Improvements $232,929	Land $471,590	Total Market Value $704,519
Assessed and Taxable Values		
Assessed Value $582,193	Exemption $0	Taxable Value $582,193
Taxes		
Ad Valorem $12,422	Non Ad Valorem $1,131	Total Tax $13,553

A typical informed buyer would recognize the possibility of a reassessment following a sale of the property and the possibility that taxes could change as a result, if the assessed value is substantially different than the true market value.

That said, considering the market value conclusion contained herein, the subject appears to be fairly assessed. We believe a prudent investor would calculate their potential property tax liability based on an assessment reflective of whatever sale price they are proposing to pay.

Our value conclusion does not discount for any taxes owed on the property, current or delinquent. The value assumes the property is free and clear and not subject to any prior year's delinquencies or outstanding tax certificates. The appraisers strongly suggest any potential buyer, mortgagee, or other investor in the property fully investigate the tax status of the subject property with the County's Tax Collectors office.

Census Tract

The subject property is located in census tract 0062.01.

Census Tract Map

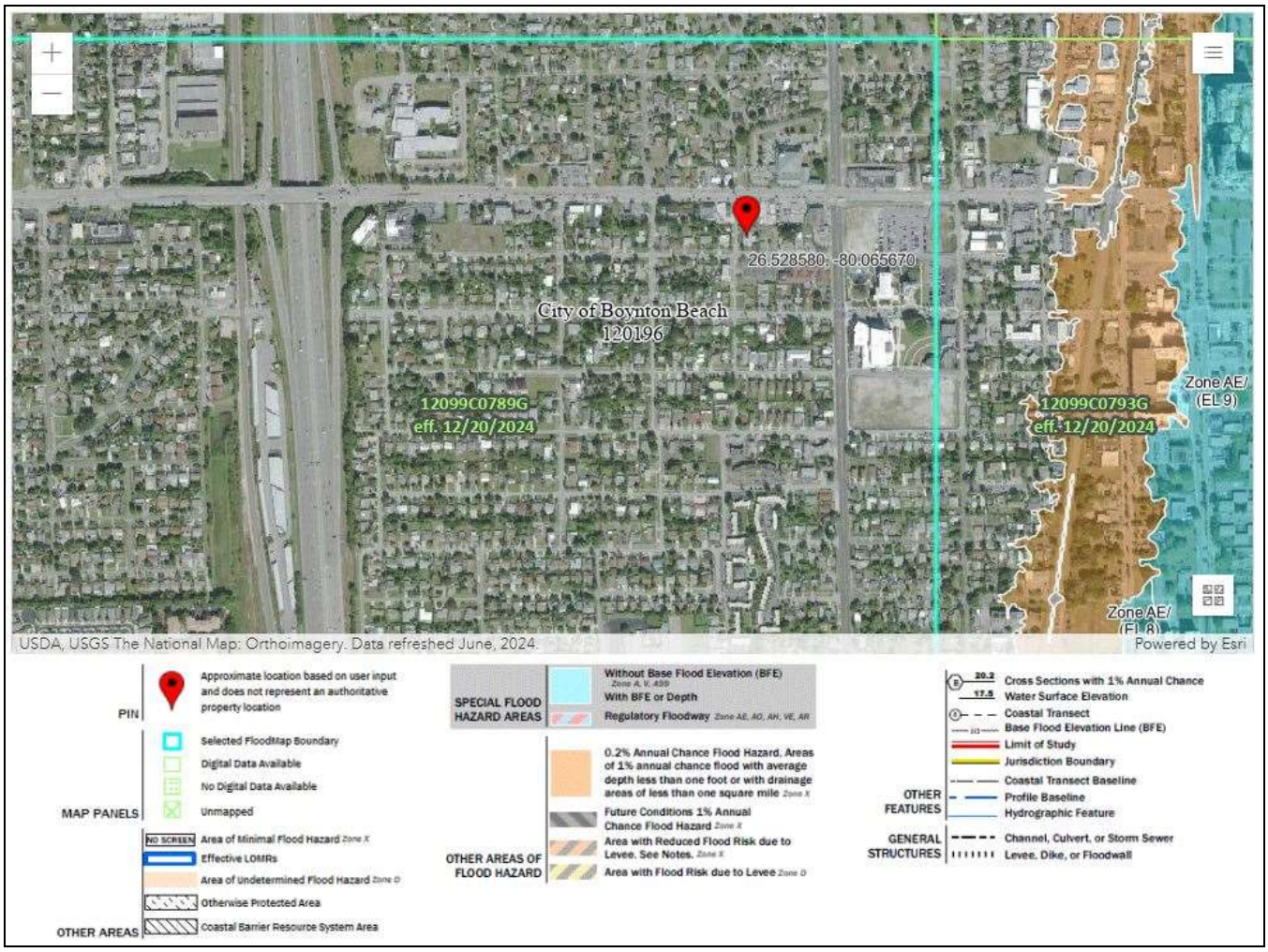


Flood Zone Designation

The subject property is located on the National Flood Insurance Program Map on Community Panel Number 12099C0789G, effective date of December 20, 2024. The subject appears to lie in an area designated as Zone X (unshaded).

Flood Zone X (unshaded) is determined to be outside the 0.2% annual chance floodplain.

Flood Map



Zoning and Future Land Use

The subject property's use is dictated by the Boynton Beach Zoning Code and Comprehensive Plan. The Boynton Beach zoning and future land use maps indicate the subject property has a zoning designation of C2/Neighborhood Commercial with an underlying land use designation of LRC/Local Retail Commercial.

Permitted uses under this zoning category generally include, but are not limited to; retail stores and service businesses, professional and medical offices. The subject's current use as a retail building is in line with the current zoning as a permitted use and the current zoning is in harmony with the future land use designation.

The appraisers have not independently verified that the subject complies with current site development regulations (setbacks, site coverage, etc.). It has been assumed that by virtue of the subject's on-going use, should there be any areas of non-compliance, a variance has been issued or some other form of special exception has been made.

Zoning Map



Concurrency

The strongest growth control measure ever imposed was passed by the Florida Legislature and became effective on February 1, 1990. This was mandated by Chapter 163, Florida Statutes, otherwise known as the *Growth Management Law.* One provision of this law is referred to as *Concurrency* which dramatically limits the ability to develop real property. It is basically the requirement that adequate infrastructure be available to serve new development. Eight types of infrastructure are affected including traffic, potable water, sewer, drainage, solid waste, recreation and open space, mass transit, and fire rescue.

In May of 2011, House Bill 7172 amended the Growth Management act in an effort to spur economic growth through streamlining and lessening growth management controls. Transportation concurrency requirements were exempted in dense urban land areas with populations of at least 1,000 people per square mile. Also, within dense urban land areas, the DRI process has been exempted. State review of local comprehensive plans was streamlined and zoning changes are now allowed to be considered concurrently with land use plan amendments.

It is the appraisers' understanding that the subject is not subject to any concurrency restrictions. Should the property be altered or redeveloped, the matter of concurrency would need to be revisited at that time.

Utilities

The following utilities are available to the subject property: municipal water and sewer, electricity, and telephone.

Subject Property Sales History

The appraisers have not been provided with a title abstract on the property appraised nor have they conducted a title search of their own. The Palm Beach County Property Appraiser's records indicate that the subject property last transferred on July 29, 2004 for a price of $525,000. This transfer was recorded in Palm Beach County OR Book and Page 17421/0763.

The subject is currently listed for sale with Jim Knight/Knight Group Commercial Real Estate with a listing price of $1,700,000. This equates to roughly $843.25 per square foot of building area and $126.12 per square foot of land. The property is being marketed on Loopnet.com (Listing ID 26412486) as well as via a sign on the site. Based on the sales data researched in the market for both improved and vacant land properties, and the conclusion of this report, the current listing price of the subject property appears to be positioned well above market expectations.

Site Analysis

The following analysis is based upon a personal inspection of the site and Palm Beach County Public Records.

Location

The subject property is located on the southeast corner of West Boynton Beach Boulevard and NW 1st Street, Boynton Beach. The property address is 136 West Boynton Beach Boulevard, Boynton Beach, Florida 33435.

Size and Shape

We have relied on the site size for the property from the Palm Beach County Property Appraiser's records. The site is an irregular shaped parcel of land having roughly 100 front feet on the south side of West Boynton Beach Boulevard, and 135 front feet on the east side of NW 1st Street. The subject site area is approximately 13,473 square feet or 0.31 acres.

Topography and Drainage

The site is level and near road grade. Drainage appears to be adequate for its current use.

Access

Access is via West Boynton Beach Boulevard and NW 1st Street.

Easements or Encroachments

Typical utility easements are believed to exist. A survey that would delineate the boundaries of any potentially detrimental easements or encroachments was not made available to the appraisers. The appraisers did not note any such conditions during our research and property inspection, nor did the property owner disclose any. We have no reason to believe that there are any easements or encroachments on the property that would affect its use in such a way as to have a negative impact on value.

Soil/Environmental Conditions

We have not been provided with nor have we commissioned a soil or sub-soil condition report. The subject's land appears to be composed of typical loose South Florida sand.

The appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.



Site Improvement Analysis

Site improvements include the north portion of the site is a paved parking area for approximately 12 vehicles.

Building Improvement Description

We have relied upon a personal inspection of the building as well as the Palm Beach County Public Records for the following building description.

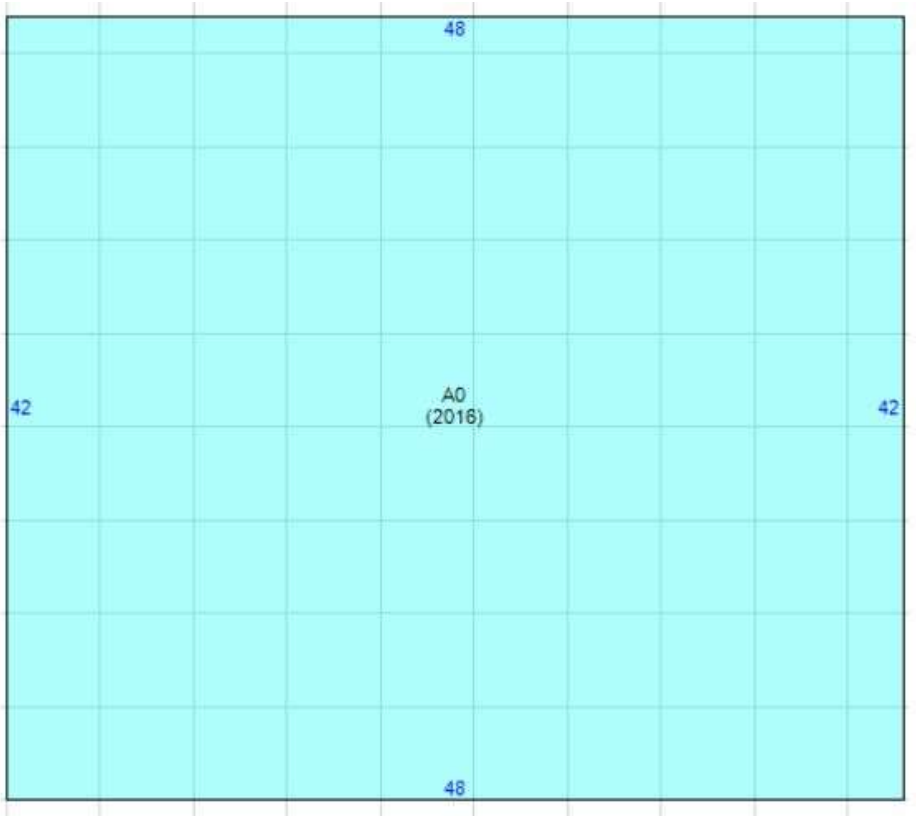
Year Built:	1965
Building Area:	2,016 square feet
Site Area:	13,473 square feet
FAR/Lot Coverage:	0.15/%
Foundations:	Poured concrete
Basic Construction:	CBS
Exterior Finish	Stucco
Roof Support/Covering:	Built-up
Doors:	Glass in metal frame
Windows	Glass in metal frame
Floors:	Tile
Ceiling:	Acoustic tile
Interior walls:	Drywall
Lighting:	Recessed panels
Electric service:	Assumed to be adequate
Plumbing:	Assumed to be adequate
Heating and Cooling:	Central air
Fire Detection:	Smoke detectors

Parking:	Adequate on-site surface parking for 12 vehicles, roughly 2 space per 168 square feet of building.
Building Comments/ Condition:	Property appeared to be in average overall condition. No signs of deferred maintenance were noted during the appraisers' inspection.
Actual Age:	61
Total Economic Life:	55
Effective age:	20
Remaining Economic Life:	35
Physical Depreciation:	36%
Functional Utility:	The property appears to have good functional utility and does not appear to suffer from functional obsolescence.
Economic/External Obsolescence:	The property does not appear to be suffering from any external/economic obsolescence.

Building Area Calculations / Floor Plan

The appraisers have not measured the building improvements. Copies of building or floor plans with square footages were requested but were not made available. We have performed our analysis utilizing the building sketches and square footages available from the County Property Appraiser's records; copies of which are provided below in this report.

Building Sketch



SUBAREA AND SQUARE FOOTAGE FOR BUILDING 1	
CODE DESCRIPTION	**SQUARE FOOTAGE**
RETAIL STORE	2016
Total Square Footage	2016

HIGHEST AND BEST USE

The Appraisal Institute defines highest and best use as follows:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (Source: The Dictionary of Real Estate Appraisal, 7th ed., Appraisal Institute, 2022)

The analysis of highest and best use normally applies these considerations in a three step process, involving the analysis of the highest and best use of the site as if vacant, determination of the ideal improvement, and a comparison of the existing improvement with the ideal improvement, in order to estimate the highest and best use as improved.

As Vacant

The subject site is of sufficient size and configuration that it could physically support numerous uses, limited only by the fact that such uses must be legal, reasonable, probable, and a logical continuation of surrounding uses within the subject property's neighborhood. The subject is zoned C2/Neighborhood Commercial with a land use designation of LRC/Local Retail Commercial. Any number of uses would be legally possible. It is located in an area that is developed with a variety of uses.

In consideration of the site's location, land use classification, zoning and surrounding uses, the highest and best use for the subject, as if vacant, would be development with some type of commercial building in keeping with the zoning, land use, and neighborhood uses.

As Improved

In the process of researching the subject market, the appraisers have determined that the subject improvements are substantial enough and in good enough condition that they add value to the site and it would not be economically justified to remove them at the present time.

In consideration of the subject's location, land use classification, zoning, surrounding uses and type and condition of current improvements, the highest and best use for the subject is the current utilization of the existing improvements.

EXPOSURE AND MARKETING TIME

Exposure time is: 1) The time a property remains on the market; 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; 3) A retrospective estimate based on an analysis of past events assuming a competitive and open market.

Marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions address the determination of reasonable exposure and marketing time. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

Financing for commercial properties appears to be available at this time. Most properties offered for sale have been exposed on the market for six to twelve months or longer.

The CoStar Group reported the historical marketing times (exposure time) for 81 retail properties up to 5,000 sf in building size in Palm Beach County from 8/10/2024 through 8/10/2026. The marketing time ranged from 0.5 to 45.6 months, with an average of 9.5 months. We note that the Costar data can be skewed by many properties that were significantly overpriced by unmotivated sellers and/or were not properly marketed and languished on the market for several years. We believe if appropriately priced and marketed, the subject would sell in the lower portion of the time frame range exhibited by the CoStar data. Many of the properties in the CoStar research were overpriced and only sold after the asking prices were significantly reduced. Properly priced properties sell more quickly.

Considering the preceding, as well as sales that have taken place in the local market, and assuming a prudent pricing strategy, we estimate an exposure time of 6 to 12 months. Looking forward, we feel this would be a reasonable estimate for marketing time as well.

SALES COMPARISON APPROACH

The sales comparison approach is the process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. (Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022.)

The sales comparison approach requires that the appraiser locate recent sales of similar properties and through an adjustment process arrive at an indication of what these properties would have sold for if they possessed all of the salient characteristics of the subject property. These adjusted sales prices are then correlated into an estimate of the market value of the property via the sales comparison approach to value.

A search of the Palm Beach County official records, local multiple listing service records, discussions with local brokers and appraisers and a personal inspection of the subject area produced several sales of similar type properties. The sales used in the analysis were the best comparables that we were able to verify with public records and/or a party to the transaction.

The following pages feature a detailed write up of each comparable used in the analysis, a location map and summary of the selected comparable sales data, which is followed by a discussion of the pertinent adjustments and conclusion of value.

SALE NO. 1 - 2964 2nd Avenue North, Palm Springs, FL 33461
AC File No.: 2210569, 2250192 ID: 914387



OR Book/Page: 35561/1844 Type: Retail
Sale Status: Sale Sub-Type: Single Tenant (Retail)

Date:	February 4, 2025
Grantor:	2964 Second Ave, LLC
Grantee:	Profit Planet LLC
Legal:	Model Land Company Sub North 133 feet of West 68.15 feet of East 165 feet of Tract 104 in PB 5, Page 79, Palm Beach County, Florida
Folio No.:	70-43-44-20-01-104-0100
Location:	South side of 2nd Avenue North, just east of South Congress Avenue in Palm Springs, Florida
Zoning:	CG - Commercial General by Palm Springs
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 8,178	Acres: 0.188
	Shape: Rectangular	Street Frontage (Ft.): 69
Improvements:	Gross Bldg. SF: 1,200	Year Built: 1962
	Stories: 1	No. of Bldgs.: 1
	Condition: Average	
	Parking: On-site, adequate	
	Air Conditioning: Central air	
	Construction: CBS	
FAR:	0.15	
Use:	Use at Time of Sale: Retail	
	Intended Use: Retail	
	Highest and Best Use: Commercial	
Verification:	Source: CoStar Comps, Deed, MLS	
	Relationship: Public Record	
	Conditions of Sale: Arm's-length	
	Verified By: Z. Rossetti	
	Date: May 6, 2025	
Sales History:	Previously sold for $440,000 in June 2021, recorded in Palm Beach County OR Book 32626 Page 1951	
Sales Price:	$445,000	
Price/SF Building:	$370.83	
Financing:	Private financing in the amount of $356,000 with a 1 year balloon.	

Comments:

This is the sale of a free-standing commercial building that is reportedly renovated. The property was not listed for sale. The buyer purchased the property for investment purposes. At the time of the sale write-up, the property was listed for lease on the MLS for $5,000 per month or approximately $50.00 per square foot on a modified gross basis with a marketing time of 36 days on market.

SALE NO. 2 - 217 Northeast 3rd Street, Boynton Beach, FL 33435
AC File No.: 2250402.024 ID: 914639



OR Book/Page: 35565/0270 Type: Retail
Sale Status: Sale Sub-Type: Multi-Tenant (Retail)

Date:	February 18, 2025
Grantor:	Mr. Rodriguez Enterprises LLC
Grantee:	217 NE 3rd St LLC
Legal:	Town of Boynton LTS 1 & 2 & E 33.5 FT OF LT 3 BLK 3
Folio No.:	08-43-45-28-03-003-0010
Location:	Southwest corner of Boynton Beach Boulevard and Northeast 3rd Street, Boynton Beach
Zoning:	C3 - Community Commercial by Boynton Beach
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 15,682	Acres: 0.360
	Shape: Rectangular	Street Frontage (Ft.): 252
Improvements:	Gross Bldg. SF: 4,920	Year Built: 1955
	Stories: 1	No. of Bldgs.: 2
	Condition: Average	
	Parking: On-site, adequate	
	Air Conditioning: Central	
	Construction: CBS	
FAR:	0.31	
Use:	Use at Time of Sale: Retail strip center	
	Intended Use: Retail strip center	
	Highest and Best Use: Commercial	
Verification:	Source: PR, CoStar# 7103131 via Chelsea Rodriguez	
	Relationship: seller	
	Conditions of Sale: Arm's-length	
	Verified By: W Spengler	
	Date: November 19, 2025	
Sales History:	No transactions in the previous five years	
Sales Price:	$1,350,000	
Price/SF Building:	$274.39	
Financing:	Cash to seller	

Comments:

3,240 SF building with 5 retail tenants; Venasky Tailor, barbershop, tax services, tuxedo rentals and nail salon, fronting Boynton Beach Boulevard and 1,680 SF auto repair shop fronting NE 3rd Street. 112 front feet on Boynton Beach Boulevard with 1 curb cut, and 140 front feet on NE 3rd Street with access to four garage bays.

SALE NO. 3 - 602 Lucerne Avenue, Lake Worth Beach, FL 33460
AC File No.: 2250314.000, 2260040.000 ID: 914732



OR Book/Page: 35963/0710 Type: Retail
Sale Status: Sale Sub-Type: Multi-Tenant (Retail)

Date:	August 15, 2025
Grantor:	Christine P Young & Debra A Ayers
Grantee:	602 Lucerne LLC
Legal:	TOWN OF LAKE WORTH LTS 21 THRU 25 BLK 22
Folio No.:	38-43-44-21-15-022-0210
Location:	Northwest corner of Lucerne Avenue & North L Street, Lake Worth Beach
Zoning:	DT - Downtown by Lake Worth Beach
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 16,990	Acres: 0.390
	Shape: Rectangular	Street Frontage (Ft.): 260
Improvements:	Gross Bldg. SF: 4,875	Year Built: 1951
	Stories: 1	No. of Bldgs.: 1
	Condition: Average	
	Parking: On-site, adequate	
	Air Conditioning: Central air	
	Construction: CBS	
FAR:	0.29	
Use:	Use at Time of Sale: Retail	
	Intended Use: Commercial	
	Highest and Best Use: Commercial	
Verification:	Source: Paul Snitkin with Anderson Carr, Inc.	
	Relationship: Listing Broker	
	Conditions of Sale: Arm's-length	
	Verified By: W. Spengler, K. Doran	
	Date: September 5, 2025	
Sales History:	No transactions in the previous five years	
Sales Price:	$2,100,000	
Price/SF Building:	$430.77	
Financing:	Cash to seller	

Comments:

This property was on the market for approximately 17 months prior to contract. The buyer purchased the property for an investment.

SALE NO. 4 - 805 N. Federal Highway, Boynton Beach, FL 33435
AC File No.: 2260136 ID: 914811



OR Book/Page: 36326/0085 Type: Retail
Sale Status: Sale Sub-Type: Single Tenant (Retail)

Date:	January 16, 2026
Grantor:	Seaquatic Holdings, LLC
Grantee:	Robs Classic, LLC
Legal:	Lot 17, Block 1, Lake Addition to Boynton, in Plat Book 11, Page 71 Palm Beach County together with the 20-foot abandoned right-of-way alley lying West of and adjacent to said lot, Less the Easterly 17 feet thereof.
Folio No.:	08-43-45-21-32-001-0170
Location:	West side of N. Federal Highway, just north of E. 6th Avenue in Boynton Beach, Florida
Zoning:	C4 - General Commercial District by Boynton Beach
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 5,436	Acres: 0.125
	Shape: Rectangular	Street Frontage (Ft.): 48
Improvements:	Gross Bldg. SF: 1,796	Year Built: 1954
	Stories: 1	No. of Bldgs.: 1
	Condition: Average	
	Parking: On-site, adequate	
	Air Conditioning: Central air	
	Construction: CBS	
FAR:	0.33	
Use:	Use at Time of Sale: Retail	
	Intended Use: Retail	
	Highest and Best Use: Retail	
Verification:	Source: Henry Dirksen with Noirre Real Estate Partners via CoStar	
	Relationship: Listing agent	
	Conditions of Sale: Arm's-length	
	Verified By: K. Doran	
	Date: March 30, 2026	
Sales History:	No transactions in the previous five years	
Sales Price:	$670,000	
Price/SF Building:	$373.05	
Financing:	First Citizens Bank & Trust Company provided financing in the amount of $573,750	

Comments:

This property was on the market for approximately 6.5 months prior to contract with a list price of $695,000.

SALE NO. 5 - 536 East Gateway Boulevard, Boynton Beach, FL 33435
AC File No.: 2260309.000 ID: 914973



OR Book/Page: 36435/1906 Type: Retail
Sale Status: Sale Sub-Type: Single Tenant (Retail)

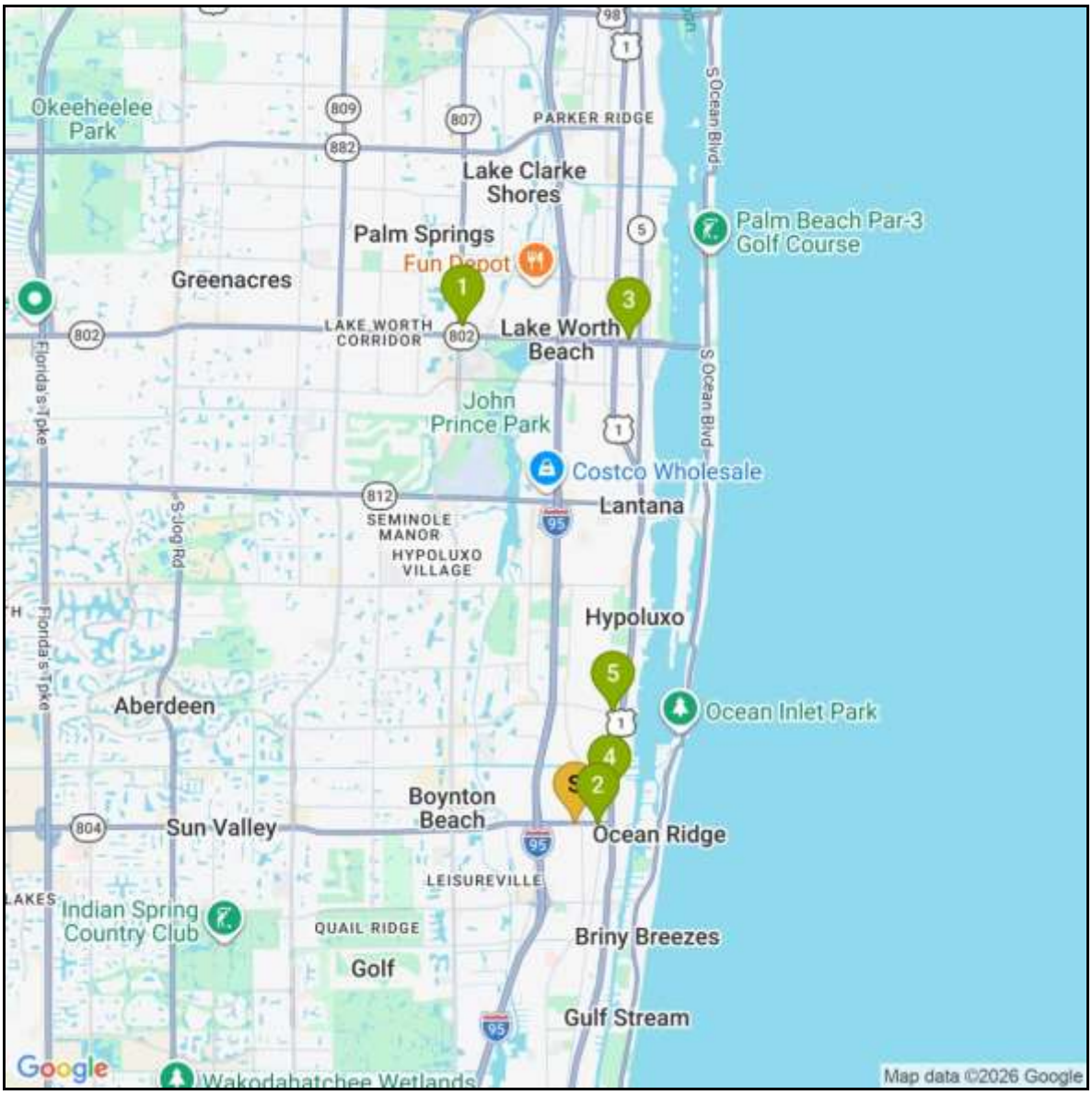
Date:	March 31, 2026
Grantor:	Seaglades Investment Company, Inc.
Grantee:	CNREYES, LLC
Legal:	Lots 3 and 4, Block 13, Amended Plat of Boynton Ridge, recorded in Plat Book 24, Page 28, Public Records of Palm Beach County, Florida
Folio No.:	08-43-45-15-07-013-0030
Location:	South side of Gateway Boulevard, roughly 515 feet west of South Federal Highway, Boynton Beach
Zoning:	C2 - Neighborhood Commercial by Boynton Beach
Utilities:	Municipal water and sewer, electricity, and telephone

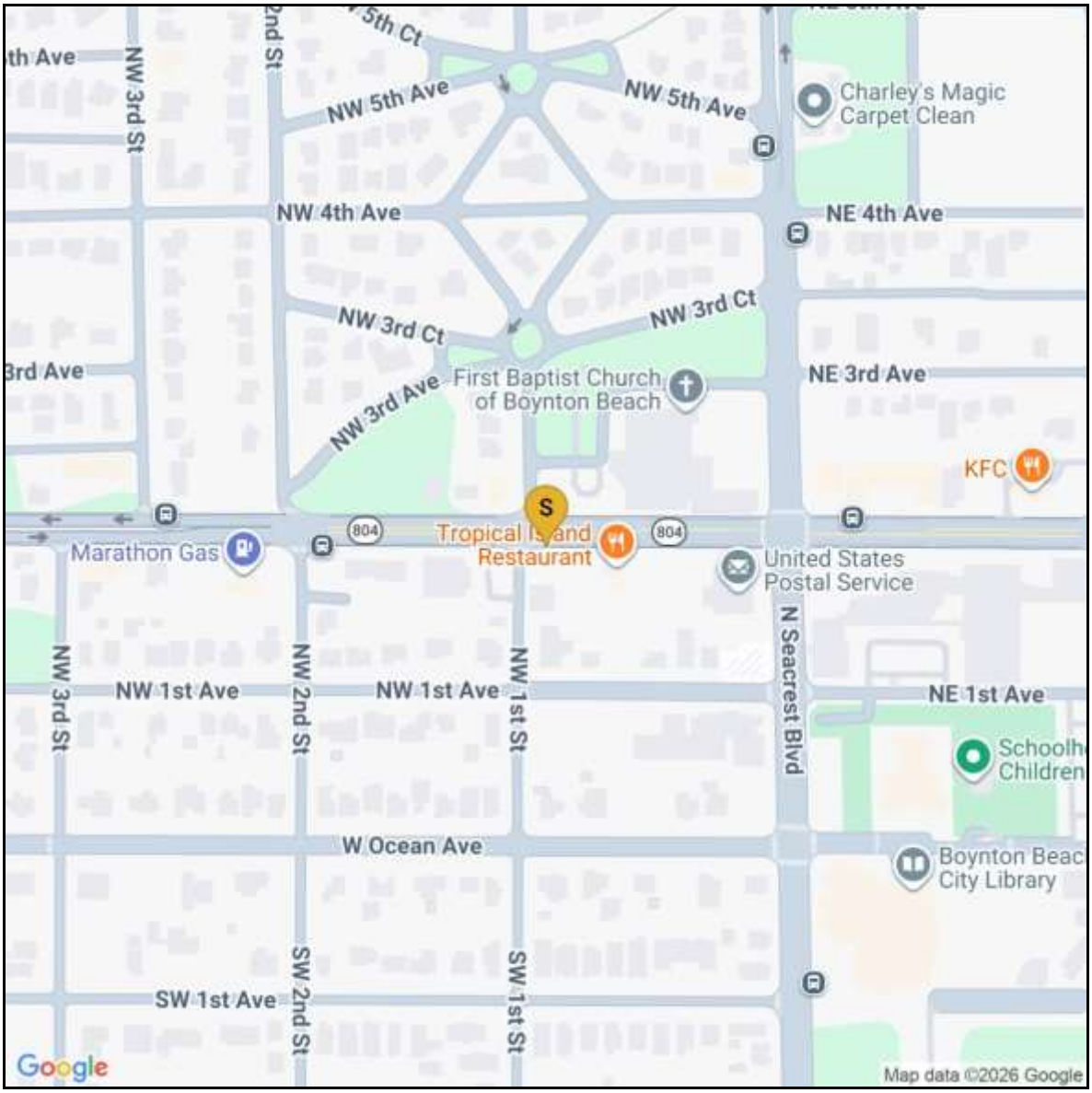
Site Size:	Square Feet: 10,894	Acres: 0.250
	Shape: Irregular	Street Frontage (Ft.): 100
Improvements:	Gross Bldg. SF: 3,276	Year Built: 1975
	Stories: 1	No. of Bldgs.: 1
	Condition: Average	
	Parking: On-site, adequate	
	Air Conditioning: Central air	
	Construction: CBS	
FAR:	0.30	
Use:	Use at Time of Sale: Retail	
	Intended Use: Retail	
	Highest and Best Use: Retail	
Verification:	Source: PR, CoStar# 7628252	
	Relationship: N/A	
	Conditions of Sale: Arm's-length	
	Verified By: W. Spengler	
	Date: August 1, 2026	
Sales History:	No transactions in the previous five years	
Sales Price:	$1,020,000	
Price/SF Building:	$311.36	
Financing:	Regions Bank provided $523,000 purchase financing	

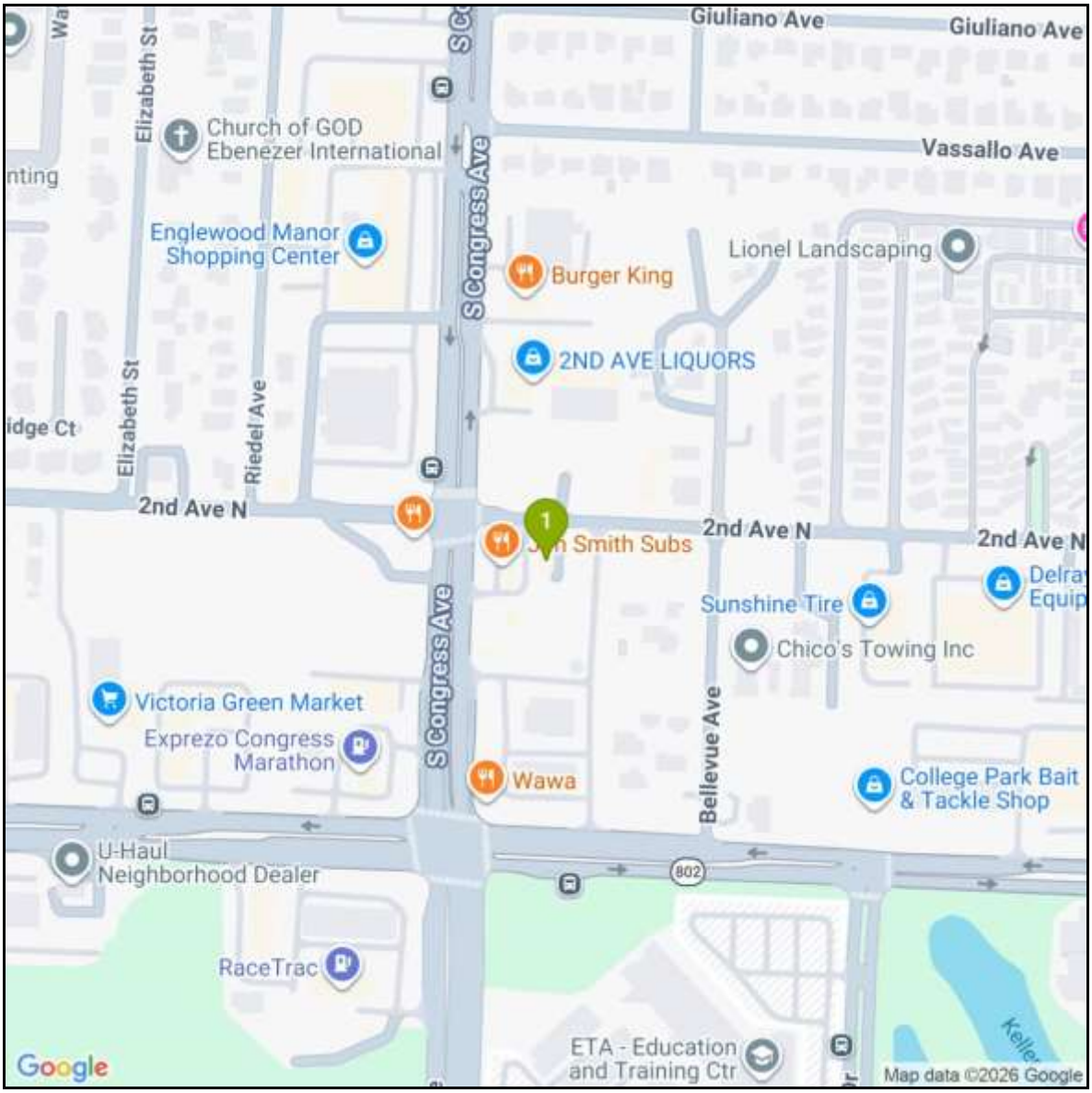
Comments:

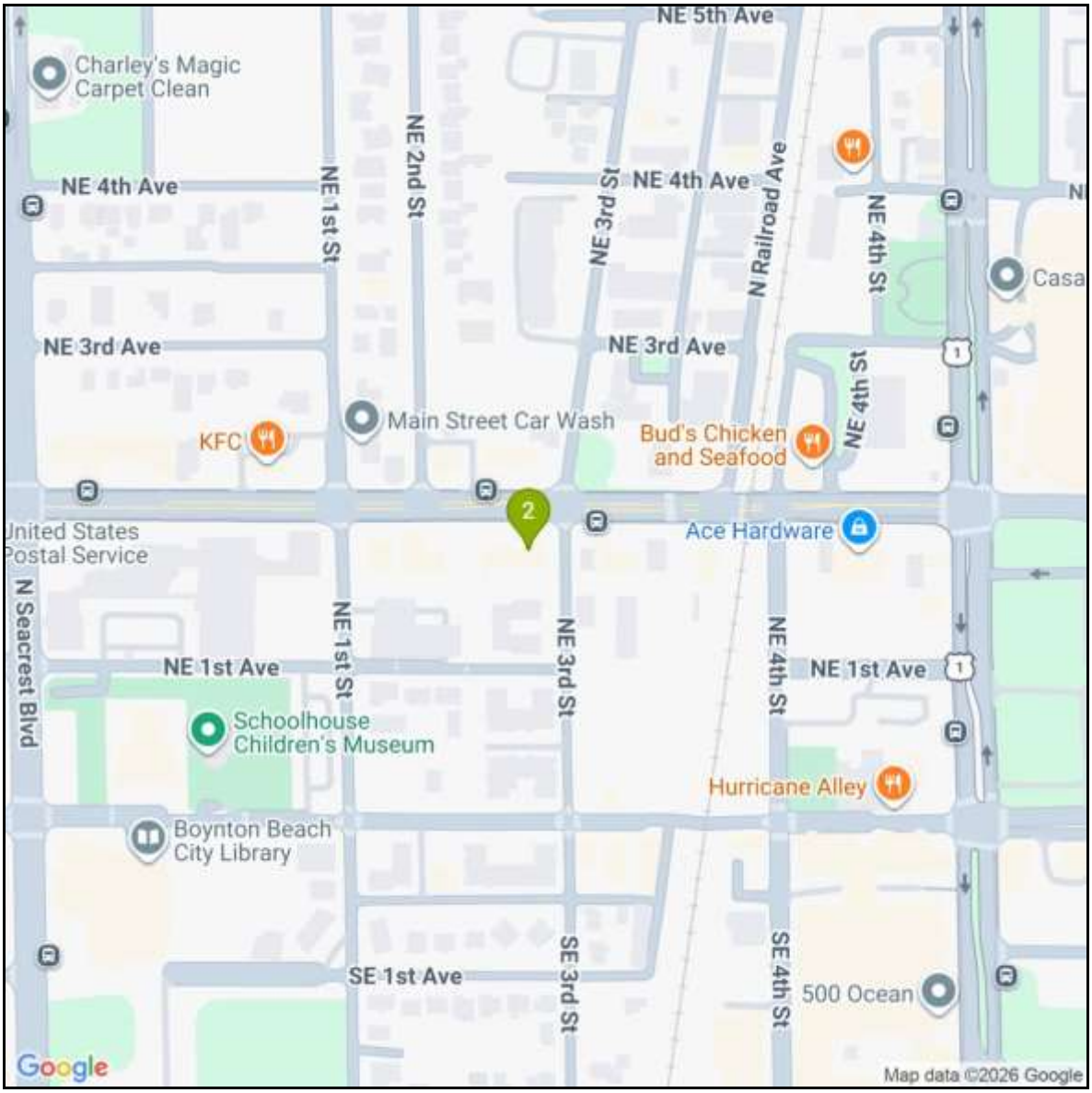
Commercial building occupied by Caribbean Meat Market & Grocery, front perpendicular parking for 10 vehicles and rear perpendicular parking for 10 vehicles.

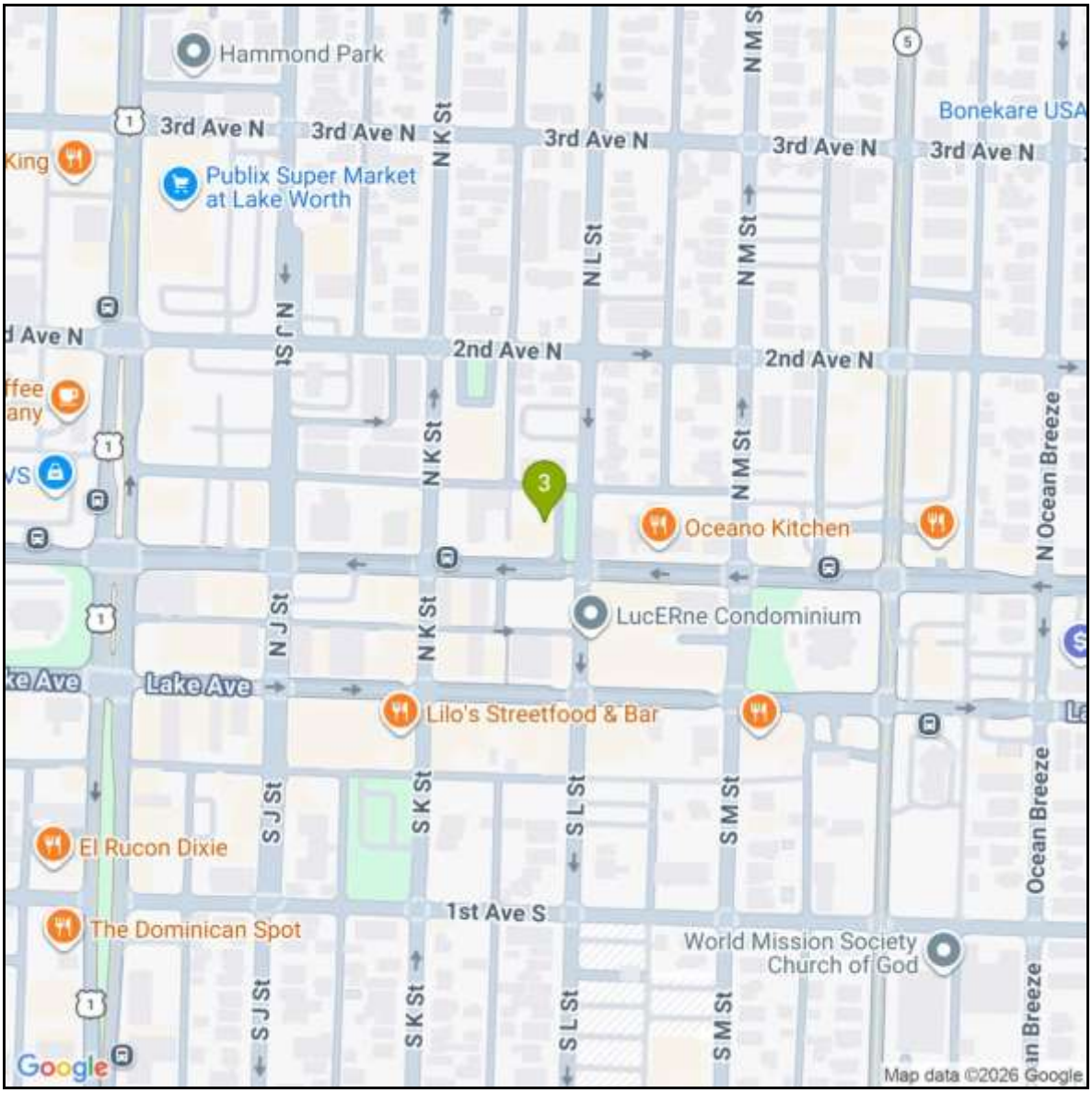
Comparable Sales Locations Maps

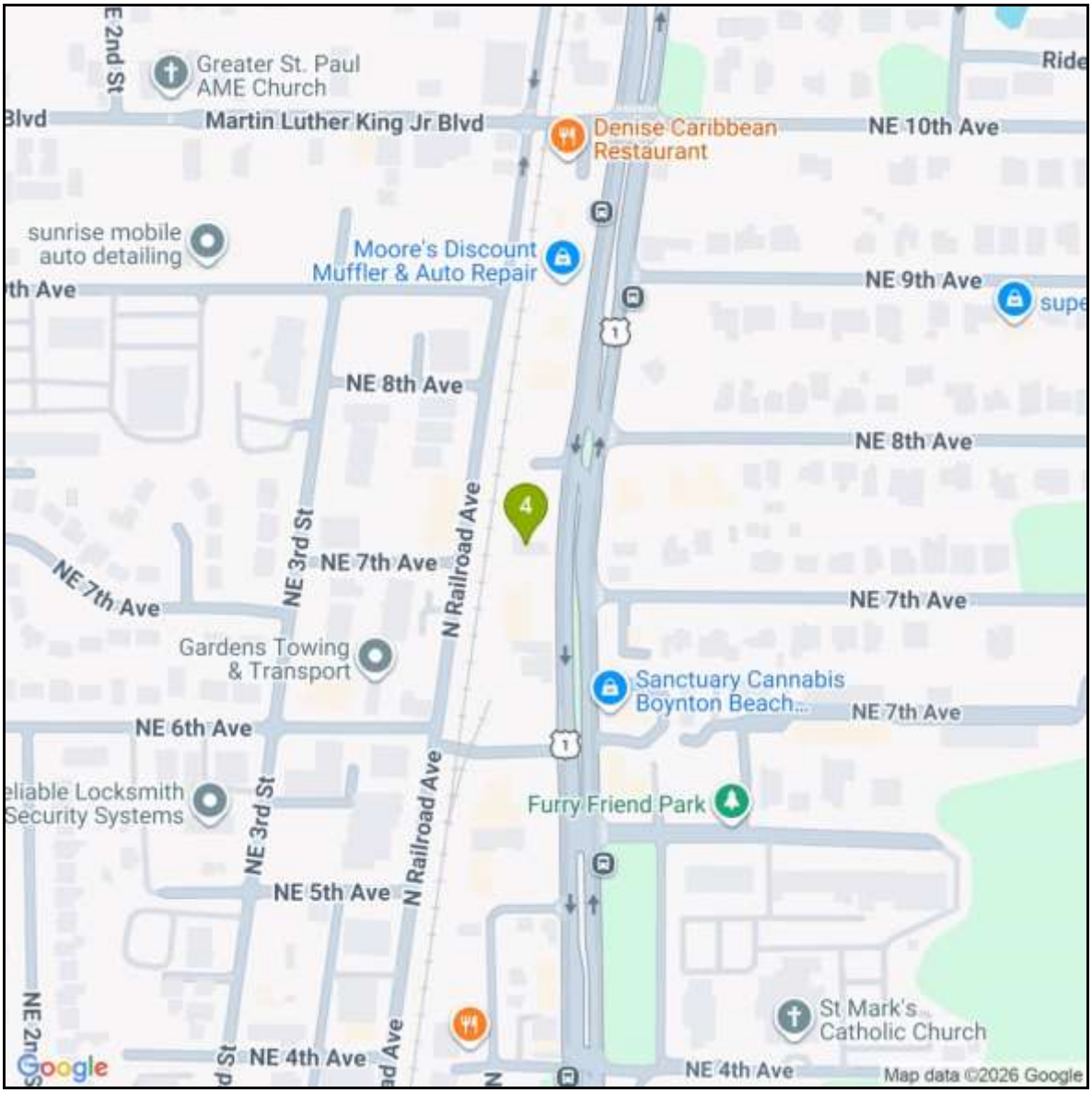


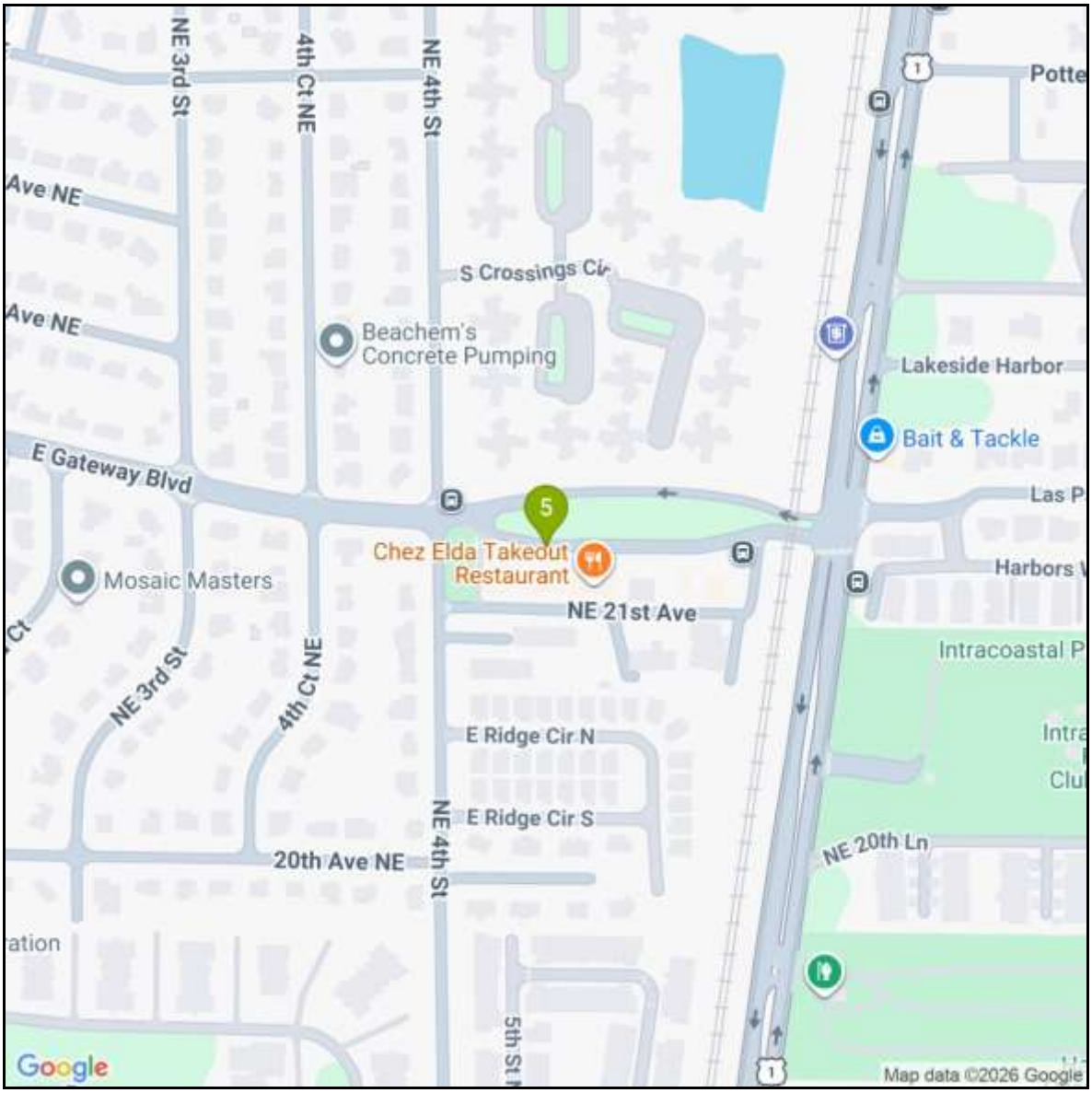

NW 5th Ave
NW 4th Ave
NE 4th Ave
NW 3rd Ct
NE 3rd Ave
First Baptist Church of Boynton Beach
KFC
Marathon Gas
Tropical Island Restaurant
United States Postal Service
NW 3rd St
NW 1st Ave
NW 2nd St
NW 1st St
N Seacrest Blvd
NE 1st Ave
W Ocean Ave
SW 1st Ave
SW 2nd St
SW 1st St
Charley's Magic Carpet Clean
Boynton Beac City Library
804
Google
Map data ©2026 Google


Giuliano Ave
Giuliano Ave
Elizabeth St
Church of GOD
Ebenezer International
Vassallo Ave
S Congress Ave
Englewood Manor
Shopping Center
Burger King
Lionel Landscaping
2ND AVE LIQUORS
Elizabeth St
Riedel Ave
2nd Ave N
2nd Ave N
2nd Ave N
Smith Subs
Sunshine Tire
Chico's Towing Inc
S Congress Ave
Victoria Green Market
Exprezo Congress
Marathon
Wawa
Bellevue Ave
College Park Bait
& Tackle Shop
U-Haul
Neighborhood Dealer
802
RaceTrac
ETA - Education
and Training Ctr
Google
Map data ©2026 Google


NE 5th Ave
Charley's Magic Carpet Clean
NE 4th Ave
NE 1st St
NE 2nd St
NE 3rd St
NE 4th Ave
N Railroad Ave
NE 4th St
Casa
NE 3rd Ave
NE 3rd Ave
NE 4th St
KFC
Main Street Car Wash
Bud's Chicken and Seafood
2
United States Postal Service
Ace Hardware
N Seacrest Blvd
NE 1st St
NE 3rd St
NE 4th St
NE 1st Ave
NE 1st Ave
Schoolhouse Children's Museum
Hurricane Alley
Boynton Beach City Library
SE 1st Ave
SE 3rd St
SE 4th St
500 Ocean
Google
Map data ©2026 Google


Hammond Park
3rd Ave N
3rd Ave N
N K St
3rd Ave N
N M St
3rd Ave N
3rd Ave N
Bonekare USA
Publix Super Market at Lake Worth
N L St
N M St
N J St
2nd Ave N
2nd Ave N
N K St
3
Oceano Kitchen
N Ocean Breeze
N J St
N K St
LucERne Condominium
Lake Ave
Lake Ave
Lilo's Streetfood & Bar
S J St
S K St
S L St
S M St
El Rucon Dixie
1st Ave S
The Dominican Spot
World Mission Society Church of God
Ocean Breeze
S J St
S K St
S L St
S M St
Google
Map data ©2026 Google


Greater St. Paul AME Church
Martin Luther King Jr Blvd
Denise Caribbean Restaurant
NE 10th Ave
sunrise mobile auto detailing
Moore's Discount Muffler & Auto Repair
NE 9th Ave
NE 8th Ave
NE 8th Ave
4
NE 3rd St
NE 7th Ave
N Railroad Ave
NE 7th Ave
NE 7th Ave
Gardens Towing & Transport
Sanctuary Cannabis Boynton Beach...
NE 7th Ave
NE 6th Ave
Furry Friend Park
NE 3rd St
N Railroad Ave
NE 5th Ave
St Mark's Catholic Church
NE 4th Ave
NE 4th Ave
Google
Map data ©2026 Google


NE 3rd St
4th Ct NE
NE 4th St
Ave NE
Ave NE
S Crossings Cir
Beachem's Concrete Pumping
E Gateway Blvd
Mosaic Masters
5
Chez Elda Takeout Restaurant
NE 21st Ave
Lakeside Harbor
Bait & Tackle
Las P
Harbors
Intracoastal P
NE 3rd St
4th Ct NE
E Ridge Cir N
E Ridge Cir S
NE 4th St
20th Ave NE
NE 20th Ln
ation
5th St
Google
Map data ©2026 Google

SALES SUMMARY TABLE								
Sale No. Date	OR Bk Page	Property Address	Land Area SF Acres	Year Built	Gross Bldg. SF	FAR	Sale Price	Price/SF of Bldg.
1	35561	2964 2nd Avenue North	8,178	1962	1,200	0.15	$445,000	$370.83
Feb-25	1844	Palm Springs	0.19					
2	35565	217 Northeast 3rd Street	15,682	1955	4,920	0.31	$1,350,000	$274.39
Feb-25	0270	Boynton Beach	0.36					
3	35963	602 Lucerne Avenue	16,990	1951	4,875	0.29	$2,100,000	$430.77
Aug-25	0710	Lake Worth Beach	0.39					
4	36326	805 N. Federal Highway	5,436	1954	1,796	0.33	$670,000	$373.05
Jan-26	0085	Boynton Beach	0.12					
5	36435	536 East Gateway Boulevard	10,894	1975	3,276	0.30	$1,020,000	$311.36
Mar-26	1906	Boynton Beach	0.25					
Subj. Jul-26	N/A	136 West Boynton Beach Boulevard Boynton Beach	13,473 0.31	1965	2,016	0.15	N/A	N/A

Sales Summary and Discussion

In this analysis, we considered differences between the sales and the subject in terms of property rights sold, conditions of sale, financing, market conditions (trend or time adjustment), location, building and lot size, and quality and condition of the improvements.

The appraisers based the comparisons on a standardized unit of measure, the sale price per square foot of building area. The sale price per square foot of building area correlates well among the comparable sales and is commonly used by buyers in this type of analysis.

Conditions of Sale

All sales were reportedly market oriented. No adjustment consideration for conditions of sale was necessary.

Financing

We considered any indication of favorable financing. All sales were either on a cash basis or had market oriented financing, therefore, no differences were noted nor were adjustments made.

Market Conditions

The sales occurred over the period from February 4, 2025 to March 31, 2026. The subject property date of value is July 31, 2026. The market has shown stable market conditions over this time period. No adjustments are warranted.

Location

The subject property is located at 136 West Boynton Beach Boulevard in Boynton Beach. Sale 1 is in an inferior location off Congress Avenue in Palm Springs requiring an upward adjustment. Sale 2 is located on a corner along East Boynton Beach Boulevard, similar to the subject requiring no adjustment. Sale 3 is in a superior location in downtown Lake Worth Beach requiring a downward adjustment. Sale 4 is in a slightly inferior location along North Federal Highway in Boynton Beach requiring an upward adjustment. Sale 5 is located in an inferior location on Gateway Boulevard in Boynton Beach requiring an upward adjustment.

Size

Generally, larger properties will sell for a somewhat lower price per square foot of building than smaller ones, and vice versa, when all else is equal. The sales in this data set do appear to follow this pattern and some adjustment is warranted. Sale 1 is a significantly smaller size building requiring a downward adjustment. Sales 2 and 3 are significantly larger size buildings requiring upward adjustments. Sale 5 is a slightly larger building requiring an upward adjustment.

Quality/Condition/Appeal

This consideration takes into account differences in quality of construction, the property's physical condition and overall appeal. The subject property was reportedly built in 1965 and is of overall average design, condition and appeal. All the sales were in similar average condition requiring no adjustments.

FAR/Lot Coverage/Parking

The most significant factors involving lot coverage are the existence of excess land and the availability of on-site parking. The subject and Sale 1 have similar FAR and parking requiring no adjustment. Sales 2, 3, 4 and 5 have greater FAR requiring upward adjustments.

Zoning/Land Use

The subject property has a zoning designation of C2/Neighborhood Commercial by Boynton Beach with an underlying future land use of LRC/Local Retail Commercial by Boynton Beach.

Though they may vary by municipality, all of the comparables have similar commercial oriented designations that allow for similar uses as the subject. No adjustment is warranted.

QUANTITATIVE SALES ADJUSTMENT CHART - PRICE/SF GROSS BUILDING AREA													
Sale Date	Property Address	Gross Bldg. SF	Price/ Gross Building SF	Financing/ Adj. Price/ Gross Bldg. SF	Conditions of Sale/ Adj. Price/ Gross Bldg. SF	Market Conditions/ Adj. Price/ Gross Bldg. SF	Location	Building Size	Quality/ Cond/ Appeal	FAR/Lot Coverage/ Parking	Zoning/ Land Use	Final Combined Adjustment	Overall Indication
1	2964 2nd Avenue North	1,200	$370.83	0%	0%	0%	25%	-20%	0%	0%	0%	5%	$389.38
Feb-25	Palm Springs			$370.83	$370.83	$370.83							
2	217 Northeast 3rd Street	4,920	$274.39	0%	0%	0%	0%	20%	0%	5%	0%	25%	$342.99
Feb-25	Boynton Beach			$274.39	$274.39	$274.39							
3	602 Lucerne Avenue	4,875	$430.77	0%	0%	0%	-25%	20%	0%	5%	0%	0%	$430.77
Aug-25	Lake Worth Beach			$430.77	$430.77	$430.77							
4	805 N. Federal Highway	1,796	$373.05	0%	0%	0%	10%	0%	0%	5%	0%	15%	$429.01
Jan-26	Boynton Beach			$373.05	$373.05	$373.05							
5	536 East Gateway Boulevard	3,276	$311.36	0%	0%	0%	20%	10%	0%	5%	0%	35%	$420.33
Mar-26	Boynton Beach			$311.36	$311.36	$311.36							
Subj.	136 West Boynton Beach Boulevard	2,016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Jul-26	Boynton Beach												

Conclusion

Considering all of these differences, we developed the preceding quantitative comparison table listing the sales as they compare to the subject property, based on a price per square foot of building. Not all categories considered are depicted. Those omitted reflect no differences between the sales and the subject property.

The unadjusted range of value indicated by the sales is roughly $274.39 to $430.77 per square foot of building area. The preceding quantitative comparison chart shows the value range for the subject property after adjustment based on a price per square foot of building area to be from $342.99 to $430.77 with a mean of $402.49. Considering all of the salient factors discussed previously and prevailing market conditions, the appraisers feel a conclusion in the middle portion of the indicated range is most appropriate. Given the preceding data and discussions, it is concluded that the market reflects a value per square foot of building area for the subject property of $400 as of July 31, 2026. Total value is calculated as follows:

2,016 Square Feet @ $400 per Square Foot =	$806,400
Rounded To:	
MARKET VALUE VIA SALES COMPARISON APPROACH:	**$800,000**

QUALIFICATIONS OF APPRAISER
ROBERT B. BANTING, MAI, SRA

PROFESSIONAL DESIGNATIONS - YEAR RECEIVED

MAI - Member Appraisal Institute - 1984
SRA - Senior Residential Appraiser, Appraisal Institute - 1977
SRPA - Senior Real Property Appraiser, Appraisal Institute - 1980
State-Certified General Real Estate Appraiser, State of Florida, License No. RZ4 - 1991

EDUCATION AND SPECIAL TRAINING

Licensed Real Estate Broker - #3748 - State of Florida
Graduate, University of Florida, College of Business Administration, BSBA (Major - Real Estate & Urban Land Studies) 1973
Successfully completed and passed the following Society of Real Estate Appraisers (SREA) and American Institute of Real Estate Appraisers (AIREA) courses and/or exams: Note: the SREA & AIREA merged in 1991 to form the Appraisal Institute.

SREA R2:	Case Study of Single Family Residence
SREA 201:	Principles of Income Property Appraising
SREA:	Single Family Residence Demonstration Report
SREA:	Income Property Demonstration Report
AIREA 1B:	Capitalization Theory and Techniques
SREA 101:	Introduction to Appraising Real Property
AIREA:	Case Studies in Real Estate Valuation
AIREA:	Standards of Professional Practice
AIREA:	Introduction to Real Estate Investment Analysis
AIREA 2-2:	Valuation Analysis and Report Writing
AIREA:	Comprehensive Examination
AIREA:	Litigation Valuation
AIREA:	Standards of Professional Practice Part C

ATTENDED VARIOUS APPRAISAL SEMINARS AND COURSES, INCLUDING:

The Internet and Appraising	Golf Course Valuation	Discounting Condominiums & Subdivisions
Narrative Report Writing	Appraising for Condemnation	Condemnation: Legal Rules & Appraisal Practices
Condominium Appraisal	Reviewing Appraisals	Analyzing Commercial Lease Clauses
Eminent Domain Trials	Tax Considerations in Real Estate	Testing Reasonableness/Discounted Cash Flow
Mortgage Equity Analysis	Partnerships & Syndications	Hotel and Motel Valuation
Advanced Appraisal Techniques	Federal Appraisal Requirements	Analytic Uses of Computer in the Appraisal Shop
Valuation of Leases and Leaseholds	Valuation Litigation Mock Trial	Residential Construction From The Inside Out
Rates, Ratios, and Reasonableness	Analyzing Income Producing Properties	Development of Major/Large Residential Projects
Standards of Professional Practice	Regression Analysis In Appraisal Practice	Federal Appraisal Requirements

Engaged in appraising and consulting assignments including market research, rental studies, feasibility analysis, expert witness testimony, cash flow analysis, settlement conferences, and brokerage covering all types of real estate since 1972.
President of Anderson & Carr, Inc., Realtors and Appraisers, established 1947 from 1995 to 2025
Past President Palm Beach County Chapter, Society of Real Estate Appraisers (SREA)
Realtor Member of Central Palm Beach County Association of Realtors
Special Master for Palm Beach County Property Appraisal Adjustment Board
Qualified as an Expert Witness providing testimony in matters of condemnation, property disputes, bankruptcy court, foreclosures, and other issues of real property valuation.
Member of Admissions Committee, Appraisal Institute - South Florida Chapter
Member of Review and Counseling Committee, Appraisal Institute - South Florida Chapter
Approved appraiser for State of Florida, Department of Transportation and Department Natural Resources.
Instructor of seminars, sponsored by the West Palm Beach Board of Realtors.
Authored articles for The Palm Beach Post and Realtor newsletter.
Real Estate Advisory Board Member, University of Florida.

TYPES OF PROPERTY APPRAISED - PARTIAL LISTING

Air Rights	Medical Buildings	Apartment Buildings	Churches
Amusement Parks	Department Stores	Hotels - Motels	Marinas
Condominiums	Industrial Buildings	Office Buildings	Residences - All Types
Mobile Home Parks	Service Stations	Special Purpose Buildings	Restaurants
Auto Dealerships	Vacant Lots - Acreage	Residential Projects	Golf Courses
Shopping Centers	Leasehold Interests	Financial Institutions	Easements

"I am currently certified under the continuing education program of the Appraisal Institute."

QUALIFICATIONS OF APPRAISER
WILLIAM H. SPENGLER

REAL ESTATE APPRAISAL LICENSE

FL Certified General Real Estate Appraiser RZ4659

ACADEMIC EDUCATION

BA, Economics - University of Colorado, Boulder, CO

REAL ESTATE DESIGNATIONS

GRI - Graduate Realtor Institute
CRS - Certified Residential Specialist

REAL ESTATE APPRAISAL EDUCATION

General Appraiser Income Capitalization Approach
General Appraiser Sales Comparison Approach
General Appraiser Site Value & Cost Approach
General Appraiser Market Analysis Highest & Best Use
General Appraiser Report Writing & Case Studies
Nuances of Valuation-Cornerstone of Market Value
National Uniform Standards Professional Appraisal Practice
Florida Appraisal Law
Florida Law & Rules Update
Statistics, Modeling & Finance
Specialized Residential Appraisal Topics
Advanced Residential Appraisal Applications & Case Studies
Residential Report Writing & Case Studies
Residential Market Analysis Highest & Best Use
Residential Sales Comparison Approach
Residential Income Approach
Appraisal Principles / Appraisal Procedures
Residential Site Value & Cost Approach
Parking & Its Impact on Florida Properties
Residential Appraisal Review
Appraiser Supervisor/Trainee

TYPES OF PROPERTIES APPRAISED

Commercial Professional Office Buildings
Commercial Medical Office Buildings
Commercial Retail Buildings
Commercial Flex Office/Warehouses
Commercial Industrial Buildings
Commercial Industrial Land
Special Use Properties
Lodging Hotels & Motels
Resort Hotels & Conference Facilities
Civic Use Land
Civic Use Buildings
Historical/Landmark Buildings
Equestrian Estates; Stables, Arenas, Rings
Agricultural Land
Residential Development Land
Residential Land / Subdivision Land
Residential New Construction
Residential Condominiums
Residential Ground Leases
Residential Income Properties
Residential Oceanfront Properties
Residential Navigable Waterfront Properties
Easements, Rights of Way, Encroachments
Commercial & Residential Property Litigation Support

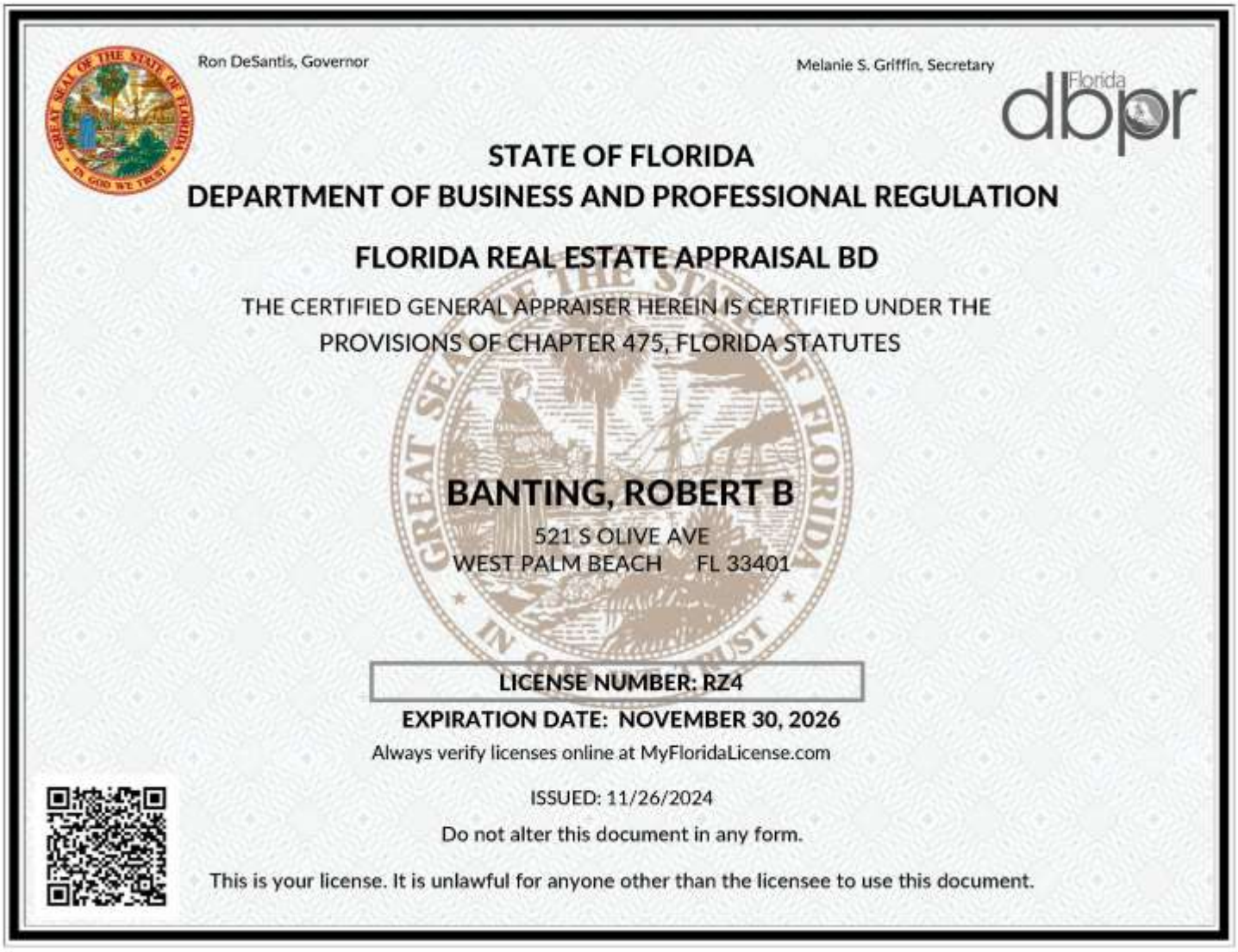
REAL ESTATE APPRAISAL EXPERIENCE

Anderson & Carr, Inc., West Palm Beach, FL
July 2022 to present

Appraisal & Acquisition Consultants, Inc., Lantana, FL
May 2019 - June 2022

REAL ESTATE BROKERAGE EXPERIENCE

FL Real Estate Broker 2018-2019
CO Real Estate Broker 2003-2018
CO Real Estate Agent 1995-2003



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BANTING, ROBERT B

521 S OLIVE AVE
WEST PALM BEACH FL 33401

LICENSE NUMBER: RZ4

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/26/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SPENGLER, WILLIAM HENRY

2801 EXCHANGE COURT
WEST PALM BEACH FL 33409

LICENSE NUMBER: RZ4659

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/06/2025

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RESTRICTED APPRAISAL REPORT OF
TWO BOYNTON BEACH CRA TARGET AREAS
LOCATED AT
WEST BOYNTON BEACH BOULEVARD
BOYNTON BEACH, FLORIDA 33435

FOR

THERESA UTTERBACK, CRA DEVELOPMENT SERVICES DIRECTOR
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

BY

ROBERT B. BANTING, MAI, SRA
CERT GEN RZ4

AND

KEVIN C. DORAN
CERT GEN RZ3345

WITH

ANDERSON & CARR, INC.
2801 EXCHANGE COURT
WEST PALM BEACH, FLORIDA 33409

DATE OF INSPECTION: SEPTEMBER 21, 2026
DATE OF REPORT: SEPTEMBER 22, 2026
DATE OF VALUE: SEPTEMBER 21, 2026

FILE NO.: 2260367.000
CLIENT REFERENCE: CRA TARGET AREA

September 22, 2026

Ms. Theresa Utterback
CRA Development Services Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue
Boynton Beach, FL 33435

Dear Ms. Utterback:

Pursuant to your request, we have personally appraised the real property being two Boynton Beach CRA target areas along West Boynton Beach Boulevard east of I-95 and west of North Seacrest Boulevard in Boynton Beach, Florida.

The purpose of this restricted appraisal is to estimate the market value of the fee simple estate of the subject property target areas as if assembled sites as of September 21, 2026. The intended use of the report is to assist the client and intended user in providing guidance for CRA acquisitions in specific target areas. The intended user of this appraisal report is the Boynton Beach Community Redevelopment Agency. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

We have utilized the sales comparison approach to value; the most common method used for valuing properties such as the subject property.

As a result of our analysis, we have developed an opinion that the market value of the fee simple estate (as defined in the report), subject to the definitions, certifications, and limiting conditions set forth in the attached report as an assembled site, as of September 21, 2026 was:

CURRENT MARKET VALUE OF TARGET AREA 1: **$75/SF**

CURRENT MARKET VALUE OF TARGET AREA 2: **$75/SF**

The following presents our analysis and conclusions in a restricted appraisal report. This is a restricted appraisal report that only contains a summary of opinions and conclusions and is intended for the client's sole use and may not be understood properly without additional information in the appraiser's work file. This letter must remain attached to the report, which contains 36 pages plus related exhibits, in order for the value opinion set forth to be considered valid. Your attention is directed to the General Limiting Conditions contained within this report.

Respectfully submitted,

ANDERSON & CARR, INC.



Robert B. Banting, MAI, SRA
Cert Gen RZ4



Kevin C. Doran
Cert Gen RZ3345

RBB/KCD:cmp

Client:	Theresa Utterback, CRA Development Services Director, Boynton Beach Community Redevelopment Agency
Intended User:	Boynton Beach Community Redevelopment Agency
Intended Use:	Provide guidance for CRA acquisitions in specific target areas
Taxpayer of Record:	Multiple
Property Rights Appraised:	Fee simple estate
Extraordinary Assumptions:	None
Hypothetical Conditions:	None
Unusual Market Externality:	None
Parcel Control Number:	Various
Location:	Target site areas are located along West Boynton Beach Boulevard between I-95 and North Seacrest Boulevard in Boynton Beach, Florida.
Site/Land Area:	Subject target area 1 contains approximately 6.6 acres. Subject target area 2 contains approximately 3.0 acres.
Zoning:	Target Area 1: C1, C2, C3, R1A by Boynton Beach Target Area 2: C2 & R1A by Boynton Beach
Land Use Plan:	OC, LRC, LDR by Boynton Beach
Current Use:	Commercial and residential as an assembled site

Legal Description

Target Area 1

Multiple legals including lots within Beverly Hills Addition No. 3 in Plat Book 13, Page 64 and Boynton Heights Addition 1 in Plat Book 4, Page 7 and revised in Plat Book 10, Page 64, Palm Beach County, Florida

Target Area 2

Multiple legals consisting of 9 parcels within Block 4, Boynton Heights in Plat Book 10, Page 64, Palm Beach County, Florida

Definition of Market Value

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, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (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 normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010).

Subject Property Sales History

The appraisers have not been provided with a title abstract on the property appraised nor have they conducted a title search of their own. The Palm Beach County Property Appraiser's records indicate that the subject target areas are comprised of multiple properties which have sold over the years.

To the appraisers' knowledge the subject property is not currently listed for sale or subject to a current purchase agreement.

Scope of Assignment

The traditional appraisal approaches include the cost approach, the sales comparison approach, and the income capitalization approach. We have considered all three approaches in this assignment, and determined the sales comparison approach to be applicable in this assignment.

The cost and income capitalization approaches are not applicable in the valuation of land.

In the process of gathering data for the sales comparison approach to value, we conducted a search of our appraisal files and public information sources such as the Palm Beach County Property Appraiser's public access system and the Palm Beach County Clerk's Office, as well as subscription-based information services such as CoStar.com for comparable sales in the relevant market area. We searched for the most similar sales to the subject property.

The sales ultimately selected for further analysis were the best comparable sales we were able to find in this market. We obtained and verified additional information on the comparable properties with a party to the transaction, or a broker or agent of the parties when possible.

We inspected the exterior of the subject target areas and the comparables. Physical data pertaining to the subject properties was obtained from an inspection of the premises and public information sources such as the Palm Beach County Property Appraiser's records. Other data pertaining to the subject property was obtained from the Palm Beach County Clerk's and Tax Collector's offices and local planning and zoning departments.

The product of our research and analysis is formulated within this report for analysis of and direct comparison with the subject property being appraised. Additionally, we have used original research performed in preparation of other appraisals by this office, which is considered appropriate for the subject property.

We make no warranty as to the authenticity and reliability of representations made by those with whom we verified sales, rental, and other information. We have taken due care in attempting to verify the data utilized in this analysis. We based our analysis and conclusions on overall patterns rather than on specific representations.

Per USPAP Standard Rule 2-2 this analysis is an Appraisal Report presented in written format. The analysis and conclusions of this appraisal assignment are presented in a narrative appraisal report.

HIGHEST AND BEST USE

The Appraisal Institute defines highest and best use as follows:

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

The analysis of highest and best use normally applies these considerations in a three-step process, involving the analysis of the highest and best use of the site as if vacant, determination of the ideal improvement, and a comparison of the existing improvement with the ideal improvement, in order to estimate the highest and best use as improved. The subject is vacant land, therefore only the first two steps apply.

The subject target areas contain assembled sites of roughly 3.0 to 6.6 acres and could physically support a number of uses. These physically possible uses must be legal, reasonable, probable, and a logical continuation of surrounding uses within the subject property's neighborhood. The subject target area 1 is currently zoned C1, C2 and C3 for commercial use along with R1A for single family residential. The subject target area 2 is currently zoned C2 and R1A. The surrounding area has been developed mainly with commercial or mixed uses in the past. The commercial zoning is located along West Boynton Beach Boulevard with the residential zoning generally backing up to it.

In consideration of the target area’s location, land use classification, zoning and surrounding uses, the highest and best use for the subject, as if vacant, would be development with some type of commercial or mixed use in keeping with the zoning, land use, and neighborhood uses.

Exposure Time

Exposure time is: 1) The time a property remains on the market; 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; 3) A retrospective estimate based on an analysis of past events assuming a competitive and open market.

Marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions address the determination of reasonable exposure and marketing time. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

Financing for commercial properties appears to be readily available at this time. Most properties offered for sale have been exposed on the market for six to twelve months or longer.

The CoStar Group reported the historical marketing times (exposure time) for 18 commercial land properties in Palm Beach County from January 1, 2025 through September 20, 2026. The marketing time ranged from 1.8 to 26.9 months, with an average of 12.5 months. We note that the Costar data can be skewed by many properties that were significantly overpriced by unmotivated sellers and/or were not properly marketed and languished on the market for several years. We believe if appropriately priced and marketed, the subject would sell in the lower portion of the time frame range exhibited by the CoStar data. Many of the properties in the CoStar research were overpriced and only sold after the asking prices were significantly reduced. A properly priced property would sell more quickly.

Considering the preceding, as well as sales that have taken place in the local market, and assuming a prudent pricing strategy, we estimate an exposure time of 6 to 12 months. Looking forward, we feel this would be a reasonable estimate for marketing time as well.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported general limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.

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.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to any 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. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

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.

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 & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Kevin C. Doran has made a personal exterior inspection of the target area that is the subject of this report. Robert B. Banting, MAI, SRA has not made a site-specific inspection of the property. Mr. Banting is familiar with the area and has seen the target area in the past.

As of the date of this report, Robert B. Banting, MAI, SRA has completed the continuing education program of the Appraisal Institute.

No one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.

Robert B. Banting, MAI, SRA
Cert Gen RZ4
rbanting@andersoncarr.com
561-833-1661

Kevin C. Doran
Cert Gen RZ3345
kdoran@andersoncarr.com
561-833-1661

GENERAL LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents our opinion of the market value or the value defined as of the date specified. Values of real estate are affected by national and local economic conditions and consequently will vary with future changes in such conditions.

2. Possession of this report or any copy thereof does not carry with it the right of publication nor may it be used for other than its intended use. The physical report(s) remains the property of the appraiser for the use of the client. The fee being charged is for the analytical services only. The report may not be copied or used for any purpose by any person or corporation other than the client or the party to whom it is addressed, without the written consent of an officer of the appraisal firm of Anderson & Carr, Inc. and then only in its entirety.

3. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales or other media without written consent and approval of an officer of Anderson & Carr, Inc. nor may any reference be made in such public communication to the Appraisal Institute or the MAI, SRA or SRPA designations.

4. The appraiser may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee, as specified in writing except as may be required by the Appraisal Institute, as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.

5. Liability of Anderson & Carr, Inc. and its employees is limited to the fee collected for the appraisal. There is no accountability or liability to any third party.

6. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures which make it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these facts.

7. This appraisal is to be used only in its entirety. All conclusions and opinions concerning the analysis which are set forth in the report were prepared by the appraisers whose signatures appear on the appraisal report. No change of any item in the report shall be made by anyone other than the appraiser and the appraiser and firm shall have no responsibility if any such unauthorized change is made.

8. No responsibility is assumed for the legal description provided or other matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical, or engineering in nature. No opinion is rendered as to the title which is presumed to be good and merchantable. The property is valued as if free and clear of any and all liens and encumbrances and under responsible ownership and competent property management unless otherwise stated in particular parts of the report.

9. No responsibility is assumed for accuracy of information furnished by or from others, the clients, their designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit when possible. All are considered appropriate for inclusion to the best of our knowledge and belief.



10. The contract for appraisal, consultation or analytical service is fulfilled and the total fee payable upon completion of the report. The appraiser or those assisting the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part; nor engaged in post-appraisal consultation with client or third parties, except under separate and special arrangement and at an additional fee.

11. The sketches and maps in this report are included to assist the reader and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status as of the date of the photos.

12. Unless otherwise stated in this report, the appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

13. If applicable, the distribution of the total valuation of this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal, no matter how similar and are invalid if so used.

14. No environmental or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. Anderson & Carr, Inc. reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any previous or subsequent study or analysis becoming known to the appraiser.

15. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in this appraisal report.

16. The value estimated in this appraisal report is gross without consideration given to any encumbrance, lien, restriction, or question of title, unless specifically defined. The estimate of value in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

17. It is assumed that the property conforms to all applicable zoning, use regulations, and restrictions unless a nonconformity has been identified, described, and considered in this appraisal report.

18. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.

19. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

20. This appraisal report has been prepared for the exclusive benefit of the client and intended users, Boynton Beach Community Redevelopment Agency. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

21. ACCEPTANCE OF, AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.

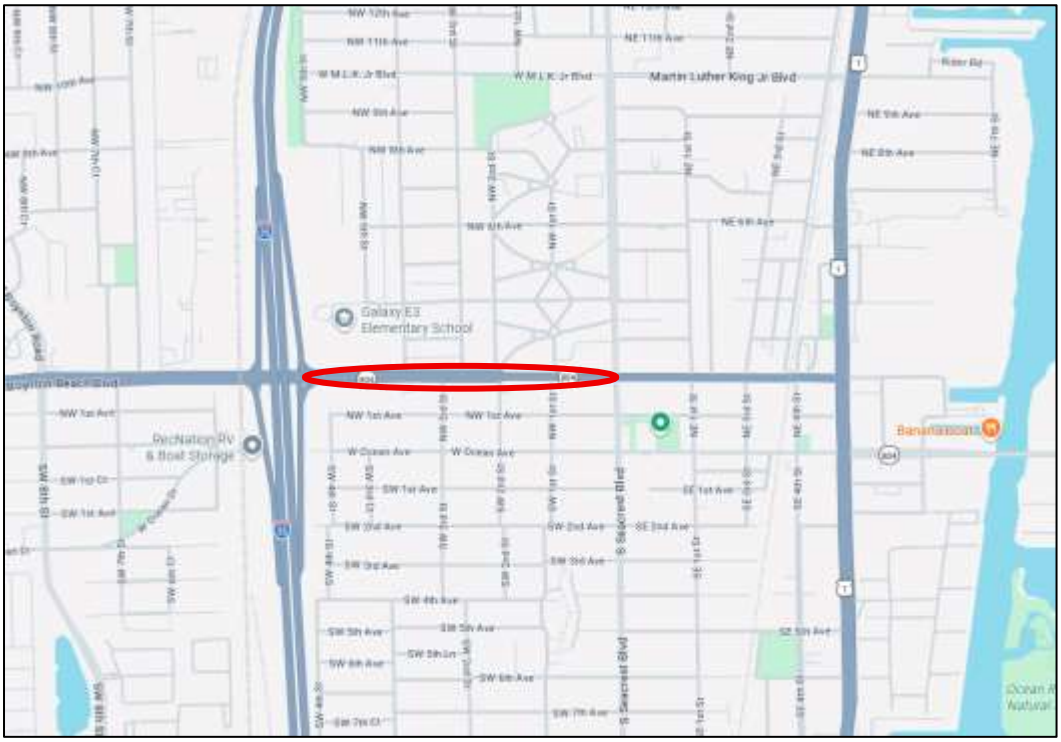
EXTRAORDINARY ASSUMPTIONS

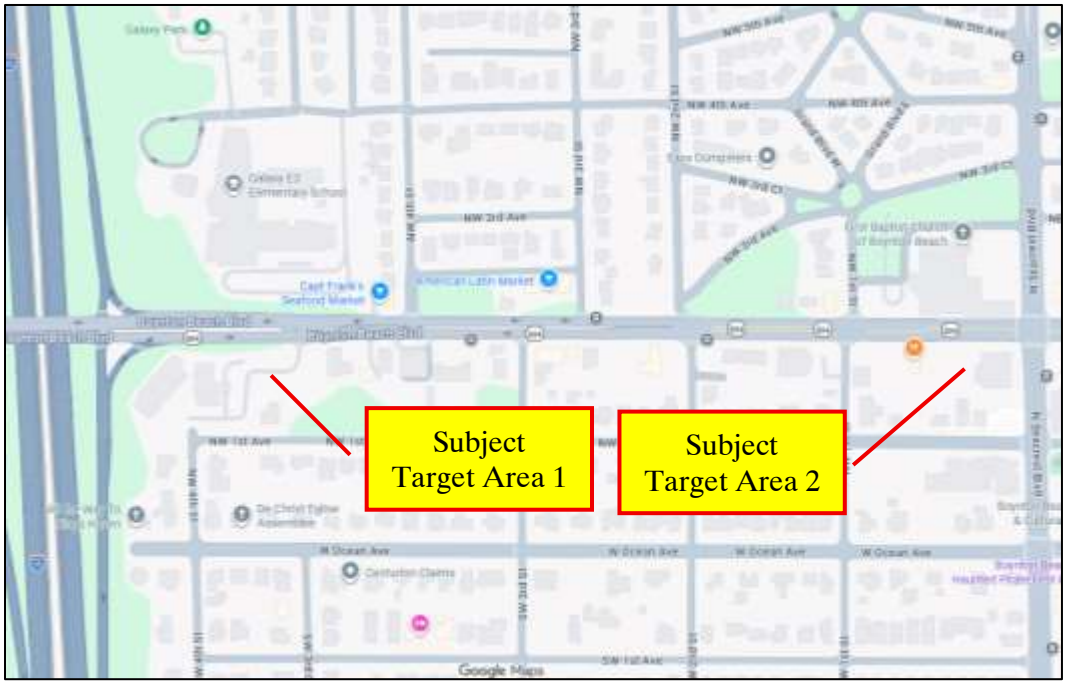
No Extraordinary Assumptions were utilized in the preparation of this appraisal.

HYPOTHETICAL CONDITIONS

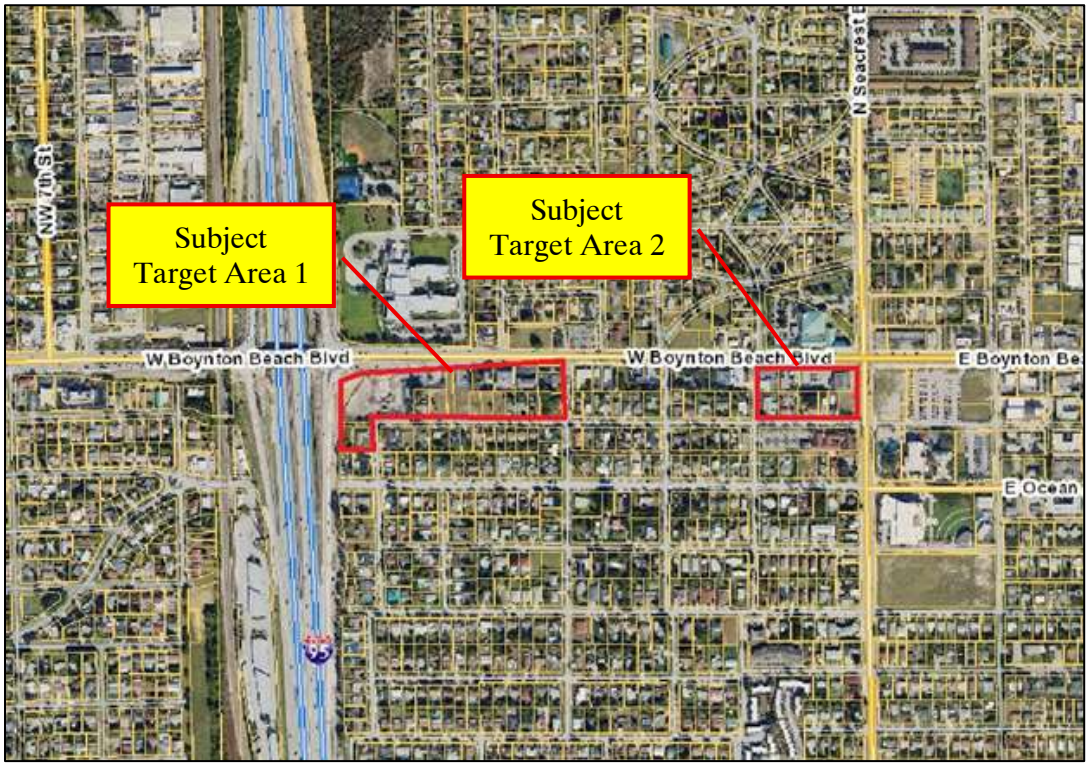
No Hypothetical Conditions were utilized in the preparation of this appraisal.

AREA/LOCATION MAPS





AERIAL PHOTOGRAPHS



Subject target areas provided by Boynton Beach CRA



Target Area 1



Target Area 2

SUBJECT PROPERTY PHOTOS (TAKEN SEPTEMBER 21, 2026)



View looking southwest at 217 N. Seacrest Boulevard (target area 2)



View looking southeast at 217 N. Seacrest Boulevard (target area 2)



View looking southwest along target area with I-95 and target area 1 in background



View looking southeast across street from target area 1



View looking south at target area 1

SALES COMPARISON APPROACH

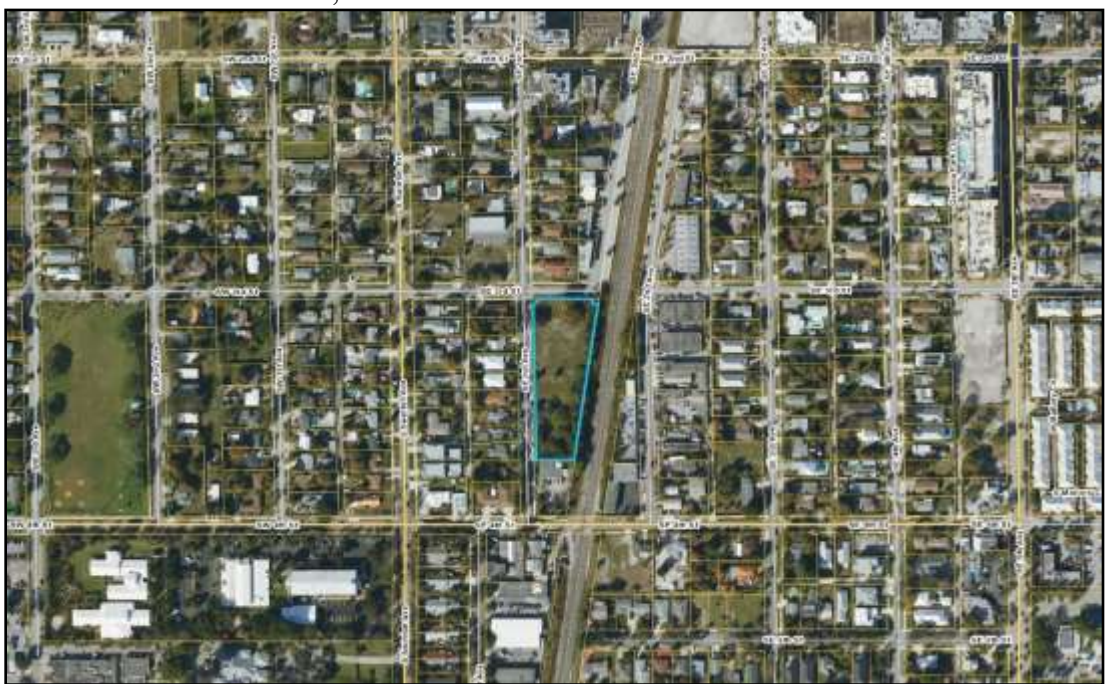
The sales comparison approach is the process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. (Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022.)

The sales comparison approach requires that the appraiser locate recent sales of similar properties and through an adjustment process arrive at an indication of what these properties would have sold for if they possessed all of the salient characteristics of the subject property. These adjusted sales prices are then correlated into an estimate of the market value of the property via the sales comparison approach to value.

A search of the Palm Beach County official records, local multiple listing service records, discussions with local brokers and appraisers and a personal inspection of the subject area produced several sales of similar type properties. The sales used in the analysis were the best comparables that we were able to verify with public records and/or a party to the transaction.

The following pages feature a detailed write up of each comparable used in the analysis, a location map and summary of the selected comparable sales data, which is followed by a discussion of the pertinent adjustments and conclusion of value.

SALE NO. 1 - 301 SE 1st Avenue, Delray Beach, FL 33444
AC File No.: 2180194.000, 2250436.000 ID: 914557



OR Book/Page: 34833/1529 Type: Land
Sale Status: Sale Sub-Type: Commercial

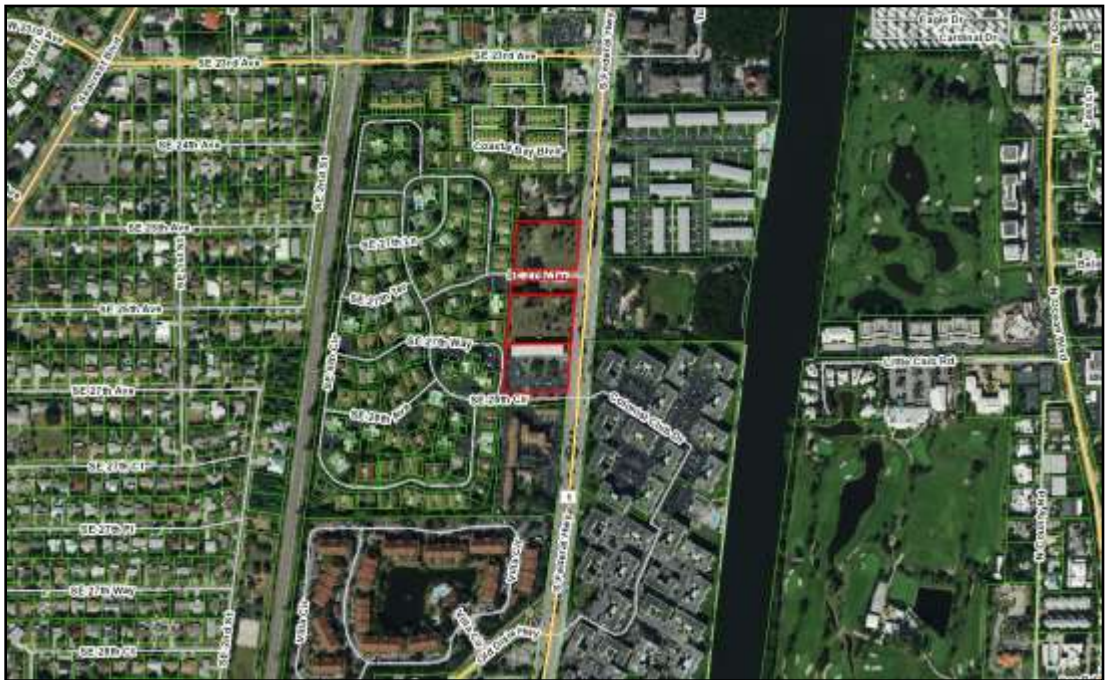
Date:	February 12, 2024
Grantor:	1st Avenue Capital 301 PropCo LLC
Grantee:	TWJ 301 LLC
Legal:	Tract "B", of Three Hundred One, according to the plat thereof as recorded in Plat Book 124, Page 143, of the Public Records of Palm Beach County, FL
Folio No.:	12-43-46-16-P6-002-0000
Location:	Southeast corner of Southeast 1st Avenue and Southeast 3rd Street, Delray Beach
Zoning:	CBD - Central Business District by Delray Beach
Land Use:	Commercial Core
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 63,654 Acres: 1.461 Shape: Irregular Street Frontage (Ft.): 435 Topography/Elevation: Level, near road grade
Use:	Use at Time of Sale: Vacant Intended Use: Mixed Use Highest and Best Use: Mixed Use
Verification:	Source: Steve Hyatt w/ Berger Commercial via Costar, listing brochure, public records Relationship: Listing agent Conditions of Sale: Arm's-length Verified By: B. Arnold Date: October 2, 2025
Sales History:	Previously sold for $3,750,000 on April 24, 2018 and recorded in County OR Bk 29812, Page 0122.
Sales Price:	$5,500,000
Price/SF Land:	$86.40
Price/Acre:	$3,764,545
Financing:	None recorded

Comments:

This site had been previously approved for a mixed-use project consisting of 45 residential units over 5,000 SF of commercial space when the seller purchased it. They did not move forward with the approved project and end up in financial difficulty and the site was sold. New buyer's plans for the site were not available. Property was listed active for sale in Costar on April 14, 2023 with an asking price of $6,200,000. It was reported under contract on November 27, 2024.

SALE NO. 2 - 2607 South Federal Highway, Boynton Beach, FL 33435
AC File No.: 2240051.000 ID: 913741



OR Book/Page: 34837/0061 Type: Land
Sale Status: Sale Sub-Type: Commercial

Date:	February 14, 2024
Grantor:	YoAtrium, LLC, ICUG, LLC and Heywood, LLC
Grantee:	FED27, LLC
Legal:	Four parcels described by metes and bounds located in the SE 1/4 of Section 33, Township 45 South, Range 43 East, Palm Beach County, Florida. See deed for complete legal.
Folio No.:	08-43-45-33-00-000-5070, 08-43-45-33-00-000-5080, 08-43-45-33-00-000-5090, 08-43-45-33-00-000-5100
Location:	West side of South Federal Highway, roughly 0.62 miles south of Woolbright Road, Boynton Beach
Zoning:	C3 w/ UCDO - Community Commercial w/ Urban Commercial District Overlay by Boynton Beach
Land Use:	LRC - Local Retail Commercial
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 185,997 Acres: 4.269 Shape: Rectangular Street Frontage (Ft.): 660 Topography/Elevation: Level, near road grade
Use:	Use at Time of Sale: Retail Intended Use: Mixed Use Highest and Best Use: Mixed Use
Verification:	Source: Nick Rojo w/ Affiliated Development, news article, site plan public records Relationship: Buyer's representative Conditions of Sale: Arm's-length Verified By: B. Arnold Date: March 26, 2024
Sales History:	No Arm's length transactions within the previous 5 years
Sales Price:	$12,033,652
Price/SF Land:	$64.70
Price/Acre:	$2,818,846
Financing:	$6,000,000 provided by the seller, recorded in County OR Book 34827, Page 65

Comments:

Sale consists of three contiguous parcels on the south side of SE 27th Terrace and one parcel on the north side. The southern portion contained an older two-story strip type retail center that added no contributory value at the time of sale. The property has been approved for two projects known collectively as The Dune. Dune South contains 298 apartment units with 2,595 square feet of commercial space in an 8-story building with structured parking (100 Du/Acre). Dune North contains 38 3-story townhouse units (40 DU/Acre). The projects were approved as part of Florida's Live Local Act (Senate Bill 102) and require 40% of units be set aside for workforce housing. The act allows qualifying projects preemptions on certain development regulations such as density and height, and also requires administrative approval for eligible projects.

Average Daily Traffic Counts
2022 South Federal Highway: 25,048
2023 South Federal Highway: 24,875

SALE NO. 3 - 821 South Dixie Highway, Lake Worth Beach, FL 33460
AC File No.: 2250266.000, 2250589.000 ID: 914424



OR Book/Page: 35468/0295 Type: Land
Sale Status: Sale Sub-Type: Commercial

Date:	December 15, 2024
Grantor:	Madison Terrace LLC, SP Tract 4 LLC
Grantee:	Buyer's Choice Auto Sales LLC, Nelson Nieves, Patricia Helena Castano Agudelo
Legal:	Lengthy, refer to deeds
Folio No.:	38-43-44-21-15-253-0010, 38-43-44-21-15-253-0020, 38-43-44-21-15-253-0031, 38-43-44-21-15-253-0032, 38-43-44-21-15-253-0042, 38-43-44-21-15-253-0041, 38-43-44-21-15-253-0110, 38-43-44-21-15-253-0131
Location:	South portion of the block on the west of South Dixie Highway and east of South H Street, north of 9th Avenue South, Lake Worth Beach
Zoning:	MU-DIXIE - Mixed Use Dixie Highway by Lake Worth Beach
Land Use:	Commercial
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 82,821 Acres: 1.901 Shape: Irregular Street Frontage (Ft.): 550 Topography/Elevation: Level, near road grade
Use:	Use at Time of Sale: Commercial Intended Use: Senior housing Highest and Best Use: Commercial/Residential/Mixed use
Verification:	Source: PR, CoStar 7068182, 7026704, Matthew Petra Relationship: Closing Attorney Conditions of Sale: Arm's-length Verified By: W. Spengler, B. Arnold Date: June 18, 2025
Sales History:	No Arm's length transactions within the previous 5 years
Sales Price:	$4,835,000
Price/SF Land:	$58.38
Price/Acre:	$2,543,398
Financing:	Cash to seller

Comments:

The 82,600 square foot site is comprised of an assemblage of 8 commercial parcels in three transactions over a 2-month period: 12/19/2024 for $2,585,000 recorded in OR Bk35468/Pg0295, 12/11/24 for $1,750,000 recorded OR Bk35535/Pg1550, 12/10/2024 for $500,000 recorded in OR Bk35443/Pg0823, 10/17/24 abandoned alley between South Dixie Highway and South H Street, and the north half of the abandoned 9th Avenue South at the southern end of the site recorded in OR Bk35328/Pg1543. There are 300 front feet on South Dixie Highway and 250 front feet on South H Street. The 1.9013-acre assemblage is comprised of 1.7096 acres of assembled parcels plus 0.1917 acres of abandoned alley and street area. Two single family homes and a used car facility were demolished on the site in preparation for redevelopment into a mid-rise senior housing project.

SALE NO. 4 - 2508 North Australian Avenue, West Palm Beach, FL 33407
AC File No.: 2250195.000 ID: 914386



OR Book/Page: 35488/0492, 0504 Type: Land
Sale Status: Sale Sub-Type: Commercial

Date:	January 3, 2025
Grantor:	2508 Australian, LLC and 2460 Australian, LLC
Grantee:	VDG Partners Limited
Legal:	Lots 36 and 37, Australian Park in Plat Book 28, Page 4, Palm Beach County, Florida
Folio No.:	74-43-43-09-11-000-0360
Location:	East side of North Australian Avenue, just south of 25th Street in West Palm Beach, Florida
Zoning:	NC - Neighborhood Commercial by West Palm Beach
Land Use:	C - Commercial
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 56,802 Acres: 1.304 Shape: Rectangular Street Frontage (Ft.): 200 Topography/Elevation: Level, near road grade
Use:	Use at Time of Sale: Office and vacant lot Intended Use: Redevelopment Highest and Best Use: Assemblage and Development
Verification:	Source: Fritz Van der Grift Relationship: Buyer Conditions of Sale: Arm's-length Verified By: K. Doran Date: April 30, 2025
Sales History:	No Arm's length transactions within the previous 5 years
Sales Price:	$4,500,000
Price/SF Land:	$79.22
Price/Acre:	$3,450,920
Financing:	None recorded

Comments:

This property consists of two contiguous parcels of which one is improved with a 4,943 square foot office building built in 1984. This sale was performed with two separate deeds because the selling party had a different LLC for each property. The buyer is assembling adjacent land with the intention of future redevelopment with a 155-unit workforce type residential project.

SALE NO. 5 - 2419 North Federal Highway, Delray Beach, FL 33483
AC File No.: 2100128, 2110285, 2160141.001, 2240352.000, 2250436.000 ID: 914561



OR Book/Page: 35629/1481 Type: Land
Sale Status: Sale Sub-Type: Commercial

Date:	March 13, 2025
Grantor:	ABC JS Auto Imports II, LLC
Grantee:	Ultra Luxury Townhomes LLC
Legal:	Lots 30, 31, 32, 33, 34, and 35, Delray Beach Estates, Plat Book 21, Page 13, Palm Beach County, Florida.
Folio No.:	12-43-46-04-08-000-0300, 12-43-46-04-08-000-0310, 12-43-46-04-08-000-0320, 12-43-46-04-08-000-0330, 12-43-46-04-08-000-0340, 12-43-46-04-08-000-0352, and 12-43-46-04-08-000-0351
Location:	East side of North Federal Highway, roughly 1/4 mile south of Gulfstream Boulevard, Delray Beach
Zoning:	GC - General Commercial by Delray Beach
Land Use:	General Commercial
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 191,136 Acres: 4.388 Shape: Irregular Street Frontage (Ft.): 600 Topography/Elevation: Level, near road grade
Use:	Use at Time of Sale: Vacant Intended Use: Luxury townhomes Highest and Best Use: Commercial/Residential
Verification:	Source: Costar, prior appraisal (AC JOB No. 2240352.000), survey, public records Relationship: Costar, prior appraisal Conditions of Sale: Arm's length Verified By: B. Arnold Date: August 27, 2024
Sales History:	Previously sold for $10,000,000 on January 3, 2022 and recorded in Palm Beach County OR Bk 33185, Page 0215.
Sales Price:	$15,000,000
Price/SF Land:	$78.48
Price/Acre:	$3,418,414
Financing:	Seller provided financing in the amount of $7,000,000 recorded in Palm Beach County OR Book 35629, Page 1486

Comments:

Seller is an automotive dealer and investor who owns dealerships in the area. Buyer plans to construct a 46-unit luxury townhome development. Meanwhile they relisted the site in the local MLS on May 22, 2025 with an asking price of $24,500,000.

Prior sale was an assemblage consisting of two transactions as follows:
Seller: Palm Trail Luxury Homes, LLC (OR BK 33185, PG 215) for $10,000,000 (January 3, 2022)
Seller: Dorothy Marie Catapene (OR BK 33156, PG 1010) for $1,600,000 (December 15,2021)

Average Daily Traffic Counts
2015 North Federal Highway: 23,805

SALE NO. 6 - 1515 N. Dixie Highway, Lake Worth Beach, FL 33460
AC File No.: 2260367 ID: 915015



OR Book/Page: 36648/1401 Type: Land
Sale Status: Sale Sub-Type: Commercial

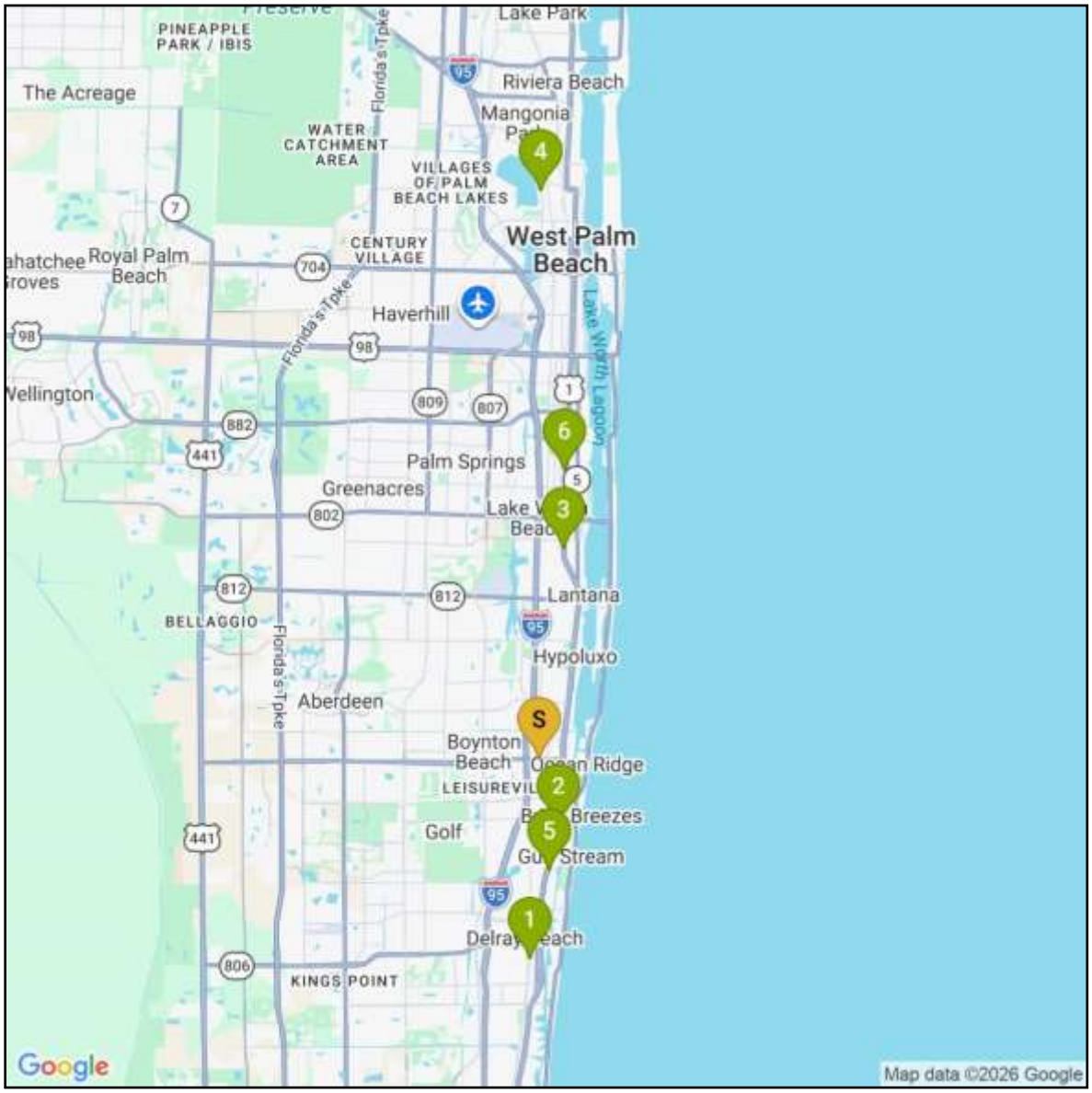
Date:	July 2, 2026
Grantor:	1515 North Dixie, LLC
Grantee:	1515 N. Dixie, LLC
Legal:	Lake Worth Heights Lot 1 (Less East 2.1 feet & TRGLR Par Dixie Highway), Lots 2 through 7 & Lot 8 (Less West 16 feet) Block I in Plat Book 7, Page 25, Palm Beach County, Florida
Folio No.:	38-43-44-16-066-019-0010
Location:	Northwest corner of North Dixie Highway and 15th Avenue North in Lake Worth Beach, Florida
Zoning:	MU-Dixie - Mixed Use-Dixie by Lake Worth Beach
Land Use:	MU-E
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 88,806 Acres: 2.039 Shape: Rectangular Street Frontage (Ft.): 680 Topography/Elevation: Level, near road grade
Use:	Use at Time of Sale: Garden center Intended Use: Garden center Highest and Best Use: Redevelopment
Verification:	Source: CoStar, Deed Relationship: Public record Conditions of Sale: Arm's-length Verified By: K. Doran Date: September 18, 2026
Sales History:	No Arm's length transactions within the previous 5 years
Sales Price:	$5,200,000
Price/SF Land:	$58.55
Price/Acre:	$2,550,270
Financing:	Banesco provided financing in the amount of $2,642,500

Comments:

This property is operated as a garden center and has a warehouse building containing 7,792 square feet that adds little if any contributory value.

Comparable Sales Locations Maps



LAND SALES SUMMARY TABLE						
Sale No. Date	OR Bk Page	Property Address	Land Area SF Acres	Zoning/ Land Use	Sale Price	Price/SF of Land
1	34833	301 SE 1st Avenue	63,654	CBD/ CC	$5,500,000	$86.40
Feb-24	1529	Delray Beach	1.46			
2	34837	2607 South Federal Highway	185,997	C3 w/UCDO/ LRC	$12,033,652	$64.70
Feb-24	0061	Boynton Beach	4.27			
3	35468	821 South Dixie Highway	82,821	MU-Dixie/ C	$4,835,000	$58.38
Dec-24	0295	Lake Worth Beach	1.90			
4	35488	2508 North Australian Avenue	56,802	NC/ C	$4,500,000	$79.22
Jan-25	0492, 0504	West Palm Beach	1.30			
5	35629	2419 North Federal Highway	191,136	GC/ GC	$15,000,000	$78.48
Mar-25	1481	Delray Beach	4.39			
6	36648	1515 N. Dixie Highway	88,806	MU-Dixie/ MU-E	$5,200,000	$58.55
Jul-26	1401	Lake Worth Beach	2.04			
Subj. Sep-26	N/A	West Boynton Beach Boulevard Boynton Beach	3 to 6.6	C1, C2, C3,R1A/OC, LRC, LDR	N/A	N/A

Sales Summary and Discussion

In this analysis, we considered differences between the sales and the subject in terms of property rights sold, conditions of sale, financing, market conditions (trend or time adjustment), location, land size, and quality and condition of any existing improvements. The comparable sales are either assembled sites or similar in size to the subject target sites being good indicators of value for assembled sites.

The appraisers based the comparisons on a standardized unit of measure, the sale price per square foot of land. The sale price per square foot of land correlates well among the comparable sales and is commonly used by buyers in this type of analysis.

Conditions of Sale

All sales were reportedly market oriented. No adjustment consideration for conditions of sale was necessary.

Financing

We considered any indication of favorable financing. All sales were either on a cash basis or had market-oriented financing, therefore, no differences were noted nor were adjustments made.

Market Conditions

The sales occurred over the period from February 12, 2024 to July 2, 2026. The subject property date of value is September 21, 2026. The market has shown generally stable market conditions over this time period.

Location

The subject target area is located along West Boynton Beach Boulevard between I-95 and Seacrest Boulevard in Boynton Beach. Sales 1 and 5 have superior locations requiring a downward adjustment. Sales 2, 3 and 6 have inferior locations requiring an upward adjustment. Sale 4 has a similar location requiring no adjustment.

Size

Generally, larger properties will sell for a somewhat lower price per square foot of land than smaller ones, and vice versa, when all else is equal. The sales in this data set do appear to follow this pattern and some adjustment is warranted. For Target area 1, sales 1, 3 and 4 were significantly smaller requiring a downward adjustment. The remaining sales were similar enough in size not to warrant an adjustment for Target area 1. The comparable sales were similar enough in size to Target area 2 not warranting an adjustment.

Site Conditions

Properties of all different shapes can typically be developed. Some properties, however, allow for a more efficient development of the site providing for the maximum development intensity. Neither the subject nor the comparables appear be impacted by their shape in such a manner as to limit their development. Another factor considered here is the existence of any physically detrimental site conditions such as contamination or muck. Neither the subject nor any of the comparables were known to suffer from any detrimental site conditions.

Zoning/Land Use

The subject target areas have a predominant zoning designation of C2 and R1A zoning by Boynton Beach with an underlying future land use of LRC and LRD (Local Retail Commercial and Low Density Residential) by Boynton Beach.

Though they may vary by municipality, all of the comparables have similar commercial oriented designations that allow for similar uses as the subject. No adjustment is warranted.

TARGET AREA 1 QUALITATIVE ADJUSTMENT CHART-PRICE/LAND SF											
Sale Date	Property Address	Land Area Acres	Price/ Land SF	Financing/ Adj. Price/ Land SF	Conditions of Sale/ Adj. Price/ Land SF	Market Conditions/ Adj. Price/ Land SF	Location	Land Size	Site Conditions	Zoning/ Land Use	Overall Indication
1	301 SE 1st Avenue	1.46	$86.40	Similar	Similar	Similar	Superior	Smaller	Similar	Similar	Less than
Feb-24	Delray Beach			=	=	=	--	-	=	=	$86.40
2	2607 South Federal Highway	4.27	$64.70	Similar	Similar	Similar	Inferior	Similar	Similar	Similar	More than
Feb-24	Boynton Beach			=	=	=	++	=	=	=	$64.70
3	821 South Dixie Highway	1.90	$58.38	Similar	Similar	Similar	Inferior	Smaller	Similar	Similar	More than
Dec-24	Lake Worth Beach			=	=	=	++	-	=	=	$58.38
4	2508 North Australian Avenue	1.30	$79.22	Similar	Similar	Similar	Similar	Smaller	Similar	Similar	Less than
Jan-25	West Palm Beach			=	=	=	=	-	=	=	$79.22
5	2419 North Federal Highway	4.39	$78.48	Similar	Similar	Similar	Superior	Similar	Similar	Similar	Less than
Mar-25	Delray Beach			=	=	=	--	=	=	=	$78.48
6	1515 N. Dixie Highway	2.04	$58.55	Similar	Similar	Similar	Inferior	Similar	Similar	Similar	More than
Jul-26	Lake Worth Beach			=	=	=	++	=	=	=	$58.55
Subj.	West Boynton Beach Boulevard	6.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sep-26	Boynton Beach										

Conclusion – Target Area 1

Considering all of these differences, we developed the preceding quantitative comparison table listing the sales as they compare to the subject property, based on a price per square foot of land. Not all categories considered are depicted. Those omitted reflect no differences between the sales and the subject property.

The unadjusted range of value indicated by the sales is roughly $58.38 to $86.40 per square foot of land. The preceding qualitative comparison chart shows the value range for the subject property after adjustment based on a price per square foot of land to be more than $64.70 and less than $79.22. Considering all of the salient factors discussed previously and prevailing market conditions, the appraisers feel a conclusion in the middle to upper portion of the indicated range is most appropriate. Given the preceding data and discussions, it is concluded that the market reflects a value per square foot of land for the subject target area of $75.00 as of September 21, 2026.

MARKET VALUE VIA SALES COMPARISON APPROACH OF TARGET AREA 1: $75.00/SF

TARGET AREA 2 QUALITATIVE ADJUSTMENT CHART-PRICE/LAND SF											
Sale Date	Property Address	Land Area Acres	Price/ Land SF	Financing/ Adj. Price/ Land SF	Conditions of Sale/ Adj. Price/ Land SF	Market Conditions/ Adj. Price/ Land SF	Location	Land Size	Site Conditions	Zoning/ Land Use	Overall Indication
1	301 SE 1st Avenue	1.46	$86.40	Similar	Similar	Similar	Superior	Similar	Similar	Similar	Less than
Feb-24	Delray Beach			=	=	=	--	=	=	=	$86.40
2	2607 South Federal Highway	4.27	$64.70	Similar	Similar	Similar	Inferior	Similar	Similar	Similar	More than
Feb-24	Boynton Beach			=	=	=	++	=	=	=	$64.70
3	821 South Dixie Highway	1.90	$58.38	Similar	Similar	Similar	Inferior	Similar	Similar	Similar	More than
Dec-24	Lake Worth Beach			=	=	=	++	=	=	=	$58.38
4	2508 North Australian Avenue	1.30	$79.22	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar to
Jan-25	West Palm Beach			=	=	=	=	=	=	=	$79.22
5	2419 North Federal Highway	4.39	$78.48	Similar	Similar	Similar	Superior	Similar	Similar	Similar	Less than
Mar-25	Delray Beach			=	=	=	--	=	=	=	$78.48
6	1515 N. Dixie Highway	2.04	$58.55	Similar	Similar	Similar	Inferior	Similar	Similar	Similar	More than
Jul-26	Lake Worth Beach			=	=	=	++	=	=	=	$58.55
Subj. Sep-26	West Boynton Beach Boulevard Boynton Beach	3.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Conclusion – Target Area 2

Considering all of these differences, we developed the preceding quantitative comparison table listing the sales as they compare to the subject property, based on a price per square foot of land. Not all categories considered are depicted. Those omitted reflect no differences between the sales and the subject property.

The unadjusted range of value indicated by the sales is roughly $58.38 to $86.40 per square foot of land. The preceding qualitative comparison chart shows the value range for the subject property after adjustment based on a price per square foot of land to be more than $64.70 and less than $79.22. Considering all of the salient factors discussed previously and prevailing market conditions, the appraisers feel a conclusion in the middle to upper portion of the indicated range is most appropriate. Given the preceding data and discussions, it is concluded that the market reflects a value per square foot of land for the subject target area of $75.00 as of September 21, 2026.

MARKET VALUE VIA SALES COMPARISON APPROACH OF TARGET AREA 2: $75.00/SF

QUALIFICATIONS OF APPRAISER
ROBERT B. BANTING, MAI, SRA

PROFESSIONAL DESIGNATIONS - YEAR RECEIVED

MAI - Member Appraisal Institute - 1984
SRA - Senior Residential Appraiser, Appraisal Institute - 1977
SRPA - Senior Real Property Appraiser, Appraisal Institute - 1980
State-Certified General Real Estate Appraiser, State of Florida, License No. RZ4 - 1991

EDUCATION AND SPECIAL TRAINING

Licensed Real Estate Broker - #3748 - State of Florida
Graduate, University of Florida, College of Business Administration, BSBA (Major - Real Estate & Urban Land Studies) 1973
Successfully completed and passed the following Society of Real Estate Appraisers (SREA) and American Institute of Real Estate Appraisers (AIREA) courses and/or exams: Note: the SREA & AIREA merged in 1991 to form the Appraisal Institute.

SREA R2:	Case Study of Single Family Residence
SREA 201:	Principles of Income Property Appraising
SREA:	Single Family Residence Demonstration Report
SREA:	Income Property Demonstration Report
AIREA 1B:	Capitalization Theory and Techniques
SREA 101:	Introduction to Appraising Real Property
AIREA:	Case Studies in Real Estate Valuation
AIREA:	Standards of Professional Practice
AIREA:	Introduction to Real Estate Investment Analysis
AIREA 2-2:	Valuation Analysis and Report Writing
AIREA:	Comprehensive Examination
AIREA:	Litigation Valuation
AIREA:	Standards of Professional Practice Part C

ATTENDED VARIOUS APPRAISAL SEMINARS AND COURSES, INCLUDING:

The Internet and Appraising	Golf Course Valuation	Discounting Condominiums & Subdivisions
Narrative Report Writing	Appraising for Condemnation	Condemnation: Legal Rules & Appraisal Practices
Condominium Appraisal	Reviewing Appraisals	Analyzing Commercial Lease Clauses
Eminent Domain Trials	Tax Considerations in Real Estate	Testing Reasonableness/Discounted Cash Flow
Mortgage Equity Analysis	Partnerships & Syndications	Hotel and Motel Valuation
Advanced Appraisal Techniques	Federal Appraisal Requirements	Analytic Uses of Computer in the Appraisal Shop
Valuation of Leases and Leaseholds	Valuation Litigation Mock Trial	Residential Construction From The Inside Out
Rates, Ratios, and Reasonableness	Analyzing Income Producing Properties	Development of Major/Large Residential Projects
Standards of Professional Practice	Regression Analysis In Appraisal Practice	Federal Appraisal Requirements

Engaged in appraising and consulting assignments including market research, rental studies, feasibility analysis, expert witness testimony, cash flow analysis, settlement conferences, and brokerage covering all types of real estate since 1972.
President of Anderson & Carr, Inc., Realtors and Appraisers, established 1947 from 1995 to 2025
Past President Palm Beach County Chapter, Society of Real Estate Appraisers (SREA)
Realtor Member of Central Palm Beach County Association of Realtors
Special Master for Palm Beach County Property Appraisal Adjustment Board
Qualified as an Expert Witness providing testimony in matters of condemnation, property disputes, bankruptcy court, foreclosures, and other issues of real property valuation.
Member of Admissions Committee, Appraisal Institute - South Florida Chapter
Member of Review and Counseling Committee, Appraisal Institute - South Florida Chapter
Approved appraiser for State of Florida, Department of Transportation and Department Natural Resources.
Instructor of seminars, sponsored by the West Palm Beach Board of Realtors.
Authored articles for The Palm Beach Post and Realtor newsletter.
Real Estate Advisory Board Member, University of Florida.

TYPES OF PROPERTY APPRAISED - PARTIAL LISTING

Air Rights	Medical Buildings	Apartment Buildings	Churches
Amusement Parks	Department Stores	Hotels - Motels	Marinas
Condominiums	Industrial Buildings	Office Buildings	Residences - All Types
Mobile Home Parks	Service Stations	Special Purpose Buildings	Restaurants
Auto Dealerships	Vacant Lots - Acreage	Residential Projects	Golf Courses
Shopping Centers	Leasehold Interests	Financial Institutions	Easements

"I am currently certified under the continuing education program of the Appraisal Institute."

QUALIFICATIONS OF APPRAISER
KEVIN C. DORAN

GENERAL INFORMATION

State-Certified General Real Estate Appraiser RZ3345

EDUCATION AND SPECIAL TRAINING

Graduate of Cardinal Newman High School - West Palm Beach
Graduate of Florida Atlantic University - BS Degree, Business Administration, 1981

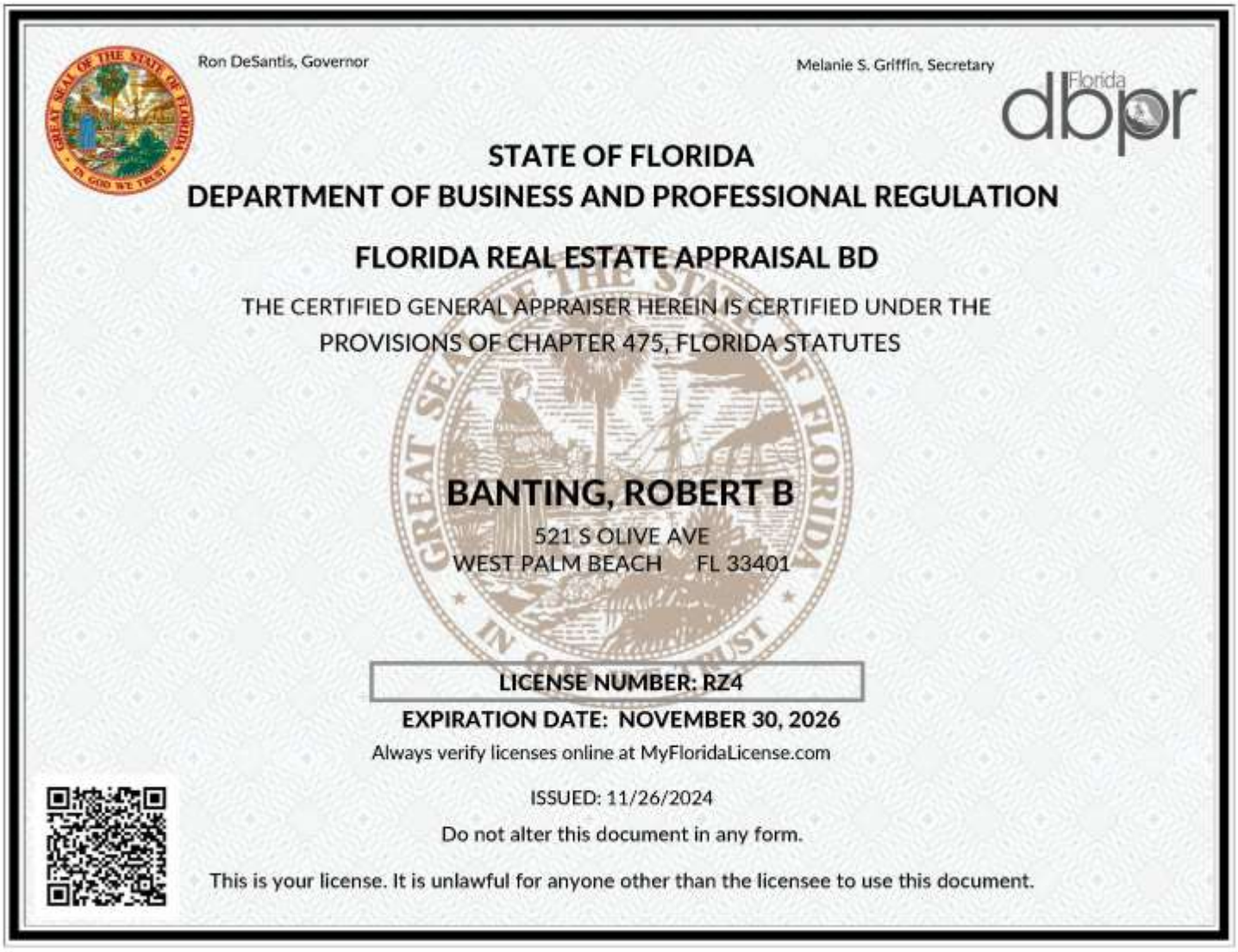
Successfully completed and passed the following courses and/or seminars:

AIREA: Real Estate Appraisal Principles, 1983
SREA: Seminar on FNMA Guidelines, Lincoln Service Corp. 1983
SREA: Seminar on R41b
SREA: Seminar on R41c with Dr. William Kinnard, MAI, SRPA
SREA 101: Introduction to Real Property (Challenge Exam)
SREA 102: Applied Residential Property Valuation (Challenge Exam)
AIREA: Standards of Professional Practice
AIREA: Highest & Best Use and Market Analysis, 2000
Qualified Expert Witness for Palm Beach County, Florida.

Engaged in appraising real estate, full time, with Anderson & Carr, Inc. since January of 1983.

TYPES OF PROPERTY APPRAISED

Acreage
Agricultural Properties
Auto Care Centers
Auto Dealerships
Churches
Condominiums
Day Care Facilities
Eminent Domain & Right-of-Way Appraisals
Hotels – Motels
Industrial Buildings
Marinas
Mobile Home Parks
Office Buildings
Partial Interests
Residences - All Types
Apartment Buildings
Restaurants
Retail Shops
Service Stations
Shopping Centers
Special Purpose Properties
Used Car Lots
Vacant Commercial Land
Vacant Residential Land
Warehouses



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BANTING, ROBERT B

521 S OLIVE AVE
WEST PALM BEACH FL 33401

LICENSE NUMBER: RZ4

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/26/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

DORAN, KEVIN CHARLES

521 SOUTH OLIVE AVE
WEST PALM BEACH FL 33401

LICENSE NUMBER: RZ3345

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/05/2024

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ADDENDUM

ANDERSON CARR

APPRAISERS · REALTORS · CONSULTANTS · DEVELOPERS

AGREEMENT FOR PROFESSIONAL SERVICES

Client hereby engages Anderson & Carr, Inc. to complete an assignment as follows:

Client Information

Date: August 25, 2026 **Proposal No.:** 2260367

Name: Theresa Utterback

Title: CRA Development Services Director

Company: Boynton Beach Community Redevelopment Agency

Address: 100 E. Ocean Avenue

City, State, Zip Boynton Beach, FL 33435

Phone: (561) 737-3256 (561) 737-3258

Email: utterbackt@bbfl.us

Property Information

Property Address: West Boynton Beach Boulevard

Boynton Beach, Florida 33435

Property Description: Two assemblage areas on West Boynton Beach Boulevard

Parcel ID(s): Various

Interest Valued / Intended User(s) / Intended Use

Interest Valued: N/A

Intended User(s): Boynton Beach Community Redevelopment Agency and/or otherwise specified in writing.

Intended Use: Provide guidance for CRA acquisitions in specific target areas

Type of Value: Market value **Date of Value:** Current

Appraisal Report Type & Terms

Report Type: Letter

Delivery Time: 3 weeks from authorization

Delivery Method: Email (PDF) # of Report Paper Copies: 0

Fee: $2,800.00 Deposit: $ 0.00

Approaches: ☒ Sales ☐ Cost ☐ Income ☐ Insurable Value ☐ Review ☐ Other

Scope of Work: Preparation of a letter of consultation on typical market value for a completed assemblage on a price per square foot for two assemblage areas on West Boynton Beach Boulevard

Items Needed (If Available):

☐ Survey and/or site plan ☐ Detailed current rent roll ☐ Prior 3 years income and expenses

☐ Copies of all leases ☐ List of any recent major repairs or renovations

☐ Prior appraisal reports ☐ Copy of current agreement for sale

Other:

Hypothetical Conditions/Extraordinary Assumptions: None

RBB: cmp

Conditions of Report

1. The report may not be used for any purpose by any person or corporation other than the client or the party to whom it is addressed or copied without the written consent of an officer of the firm of Anderson & Carr, Inc. and then only in its entirety.
2. Liability of Anderson & Carr, Inc., its employees, and any subcontractors is limited to the fee collected for the assignment. There is no accountability or liability to any third party.
3. No responsibility is assumed for matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion will be rendered as to the title which is presumed to be good and merchantable. The property will be valued as if free and clear, unless otherwise stated in particular parts of the report.
4. No responsibility is assumed for accuracy of information furnished by or from others, the clients, his designee or public records. We are not liable for such information or the work of subcontractors.
5. The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

Report Delivery: The base fee covers the cost for electronic delivery of a PDF report unless agreed otherwise. If hard copies are requested by the client, they are available at an additional cost of $25 per copy for form type reports and $50 per report for narrative reports.

Proposed Improvements: If the subject property consists of proposed improvements, Client shall provide plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

Properties Under Contract For Sale: If the subject property is currently under contract or listed for sale, Client shall provide a copy of said contract including all addenda.

Confidentiality: Anderson & Carr, Inc. shall not provide a copy of the written Report to, or disclose the results of the report prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

Cancellation: Client may cancel this Agreement at any time prior to delivery of the Report upon written notification to the Appraiser. Client shall pay for work completed on assignment prior to receipt of written cancellation notice, unless otherwise agreed upon by Anderson & Carr, Inc. and Client in writing.

No Third Party Beneficiaries: Nothing in this Agreement shall create a contractual relationship between Anderson & Carr, Inc. or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

Use Of Employees Or Independent Contractors: Contractor may use employees or independent contractors at Contractor's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Contractor shall sign the written Report and take responsibility for the services provided as a result of this Agreement.

Testimony At Court Or Other Proceedings: Unless otherwise stated in this Agreement, Client agrees that contractor's assignment pursuant to this Agreement shall not include the participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment. If additional services are required, such as courtroom testimony, depositions, preparation for depositions, travel time and related expert witness fees, our fees will be billed at our normal hourly rates, which are as follows: $400 per hour for MAI/Principal time, $250 per hour for staff appraiser time, and $150 per hour for researcher time. A retainer fee will be required if additional services are needed. If expert witness testimony is required, client agrees to pay appraiser a minimum fee of $2,000 to be paid in advance of any depositions and payment in full prior to any court testimony.

Appraiser Independence: Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount, or guarantee the outcome of the assignment in advance, or insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others in advance any particular cause. Appraiser's opinions will be developed competently and with independence, impartiality and objectivity.

Collections: It is further agreed and understood that if any portion of the compensation or costs due to Anderson & Carr, Inc. becomes delinquent, The Client will pay interest thereon at the rate of 12% per annum on said account from the due date until paid, and further agrees to pay all costs of collection thereof, including reasonable attorney's fees, court costs, etc.

Payment in U.S. Dollars: Client agrees to pay fee in U.S. currency or by check from a U.S. bank account.

Prior Appraisal: Anderson & Carr and/or its agents/appraisers have not previously appraised the subject of this agreement within the prior three years.

8/26/26

Client **Date**

8/25/2026

Anderson & Carr, Inc. **Date**

Public Records

The Boynton Beach Community Redevelopment Agency is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CRA in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the CRA, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement. If Contractor fails to cure the default within seven (7) days' notice from the CRA, the CRA may terminate the Agreement.

Non-Scrutinizing Company

Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the CRA determines that this certification is falsified or contains false statements, or that Contractor is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the CRA may terminate the Agreement.

E-Verify

Contractor warrants for itself and its subcontractors that Contractor and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the CRA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Contract. Notwithstanding any other provisions in this Agreement, if the CRA has a good faith belief that Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this contract, the CRA shall terminate the contract. If the CRA that has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the CRA shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the CRA as a result of the termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

APPRAISAL OF
A RETAIL BUILDING
OF 2016 SQUARE FEET
ON A SITE OF 13,473 SQUARE FEET
LOCATED AT
136 WEST BOYNTON BEACH BOULEVARD
BOYNTON BEACH, FLORIDA 33435

FOR

THERESA UTTERBACK,
DEVELOPMENT SERVICES SPECIALIST
BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY

ROBERT B. BANTING, MAI, SRA
CERT GEN RZ4

AND

WILLIAM H. SPENGLER
CERT GEN RZ4659

WITH

ANDERSON & CARR, INC.
2801 EXCHANGE COURT
WEST PALM BEACH, FLORIDA 33409

DATE OF INSPECTION: JULY 31, 2026
DATE OF REPORT: NOVEMBER 3, 2026
CURRENT DATE OF VALUE: NOVEMBER 2, 2026

A&C JOB NO.: 2260309.001
CLIENT REFERENCE: 136 WEST BOYNTON BEACH BOULEVARD

November 3, 2026

Theresa Utterback
Development Services Specialist
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue
Boynton Beach, FL 33435

Dear Ms. Utterback:

Pursuant to your request, we have personally appraised the real property being a retail building of 2016 square feet on a site of 13,473 square feet. The subject property is located on the southeast corner of West Boynton Beach Boulevard and NW 1st Street, Boynton Beach. The property address is 136 West Boynton Beach Boulevard, Boynton Beach, FL, 33435.

The purpose of this appraisal is to estimate the market value of the leased fee/fee simple estate of the subject property as of November 2, 2026. The intended use of the report is to assist the client and intended user in establishing a purchase or selling price. The intended user of this appraisal report is Boynton Beach Community Redevelopment Agency. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

We note that because the subject overall was found to be leasing within market norms there is no significant leasehold position that would create a difference in value between the leased fee interest and the fee simple estate. Therefore, the leased fee interest and fee simple estate are equivalent.

We have utilized the sales comparison and income capitalization approaches; the most common methods used for valuing properties such as the subject property. At the client's request, we included the income approach to value, which we added to the sales approach to value completed in a report submitted previously, dated August 10, 2026.

Theresa Utterback
Page 2
November 3, 2026

As a result of our analysis, we have developed an opinion that the market value of the fee simple estate leased fee interest (as defined in the report), subject to the definitions, certifications, and limiting conditions set forth in the attached report, as of November 2, 2026 was:

CURRENT MARKET VALUE
(AS-IS): $1,100,000

This letter must remain attached to the report, which contains 85 pages plus related exhibits, in order for the value opinion set forth to be considered valid. Your attention is directed to the General Limiting Conditions contained within this report.

Respectfully submitted,

ANDERSON & CARR, INC.



Robert B. Banting, MAI, SRA
Cert Gen RZ4



William H. Spengler
Cert Gen RZ4659

RBB/WHS:cmp

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Qualifications for Robert B. Banting, MAI, SRA, Cert Gen RZ4
Qualifications for William H. Spengler, Cert Gen RZ4659
Addendum:

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Client:	Theresa Utterback, Development Services Specialist Boynton Beach Community Redevelopment Agency
Intended User	Boynton Beach Community Redevelopment Agency
Intended Use:	Establishing a purchase or selling price
Taxpayer of Record:	136 BBB Property LLC
Property Rights Appraised:	Leased fee
Extraordinary Assumptions:	None
Hypothetical Conditions:	None
Unusual Market Externality:	None
Location:	Site is located on the southeast corner of West Boynton Beach Boulevard and NW 1st Street, Boynton Beach.
Site/Land Area:	The subject site contains 13,473 square feet or 0.31 acres.
Improvements:	
Year Built:	1965
Condition:	Average
Building Size:	2,016 square feet
FAR:	0.15
Zoning:	C2/Neighborhood Commercial by Boynton Beach
Land Use Plan:	LRC/Local Retail Commercial by Boynton Beach
Flood Zone & Map Reference:	Zone X (unshaded), Community Panel Number 12099C0789G, effective date of December 20, 2024
Census Tract:	0062.01
Current Use:	Commercial
Highest and Best Use:	Commercial

Exposure Time:	6 to 12 months
Marketing Time:	6 to 12 months
Estimated Property Values:	
Value via Cost Approach:	N/A
Value via Income Capitalization Approach:	$1,200,000
Value via Sales Comparison Approach:	$870,000
CURRENT MARKET VALUE (AS-IS):	**$1,100,000**
Date of Inspection:	July 31, 2026
Date of Report:	November 3, 2026
Date of Value:	November 2, 2026
Appraisers:	Robert B. Banting, MAI, SRA Cert Gen RZ4 William H. Spengler Cert Gen RZ4659

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported general limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.

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. A prior version of the current report which included the sales approach to value only was provided to the client, dated August 10, 2026.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to any 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. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

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.

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 & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

William H. Spengler has made a personal inspection of the property that is the subject of this report. Robert B. Banting, MAI, SRA has not made a personal inspection of the property that is the subject of this report.

As of the date of this report, Robert B. Banting, MAI, SRA has completed the continuing education program of the Appraisal Institute.

No one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.

Robert B. Banting, MAI, SRA
Cert Gen RZ4
rbanting@andersoncarr.com
561-833-1661

William H. Spengler
Cert Gen RZ4659
bspengler@andersoncarr.com
561-833-1661

GENERAL LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents our opinion of the market value or the value defined as of the date specified. Values of real estate are affected by national and local economic conditions and consequently will vary with future changes in such conditions.

2. Possession of this report or any copy thereof does not carry with it the right of publication nor may it be used for other than its intended use. The physical report(s) remains the property of the appraiser for the use of the client. The fee being charged is for the analytical services only. The report may not be copied or used for any purpose by any person or corporation other than the client or the party to whom it is addressed, without the written consent of an officer of the appraisal firm of Anderson & Carr, Inc. and then only in its entirety.

3. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales or other media without written consent and approval of an officer of Anderson & Carr, Inc. nor may any reference be made in such public communication to the Appraisal Institute or the MAI, SRA or SRPA designations.

4. The appraiser may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee, as specified in writing except as may be required by the Appraisal Institute, as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.

5. Liability of Anderson & Carr, Inc. and its employees is limited to the fee collected for the appraisal. There is no accountability or liability to any third party.

6. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures which make it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these facts.

7. This appraisal is to be used only in its entirety. All conclusions and opinions concerning the analysis which are set forth in the report were prepared by the appraisers whose signatures appear on the appraisal report. No change of any item in the report shall be made by anyone other than the appraiser and the appraiser and firm shall have no responsibility if any such unauthorized change is made.

8. No responsibility is assumed for the legal description provided or other matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical, or engineering in nature. No opinion is rendered as to the title which is presumed to be good and merchantable. The property is valued as if free and clear of any and all liens and encumbrances and under responsible ownership and competent property management unless otherwise stated in particular parts of the report.

9. No responsibility is assumed for accuracy of information furnished by or from others, the clients, their designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit when possible. All are considered appropriate for inclusion to the best of our knowledge and belief.

10. The contract for appraisal, consultation or analytical service is fulfilled and the total fee payable upon completion of the report. The appraiser or those assisting the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part; nor engaged in post-appraisal consultation with client or third parties, except under separate and special arrangement and at an additional fee.

11. The sketches and maps in this report are included to assist the reader and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status as of the date of the photos.

12. Unless otherwise stated in this report, the appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

13. If applicable, the distribution of the total valuation of this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal, no matter how similar and are invalid if so used.

14. No environmental or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. Anderson & Carr, Inc. reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any previous or subsequent study or analysis becoming known to the appraiser.

15. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in this appraisal report.

16. The value estimated in this appraisal report is gross without consideration given to any encumbrance, lien, restriction, or question of title, unless specifically defined. The estimate of value in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

17. It is assumed that the property conforms to all applicable zoning, use regulations, and restrictions unless a nonconformity has been identified, described, and considered in this appraisal report.

18. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.

19. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

20. This appraisal report has been prepared for the exclusive benefit of the client and intended users, Boynton Beach Community Redevelopment Agency. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

21. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible non-compliance with the requirements of the ADA in estimating the value of the property has not been considered.

ACCEPTANCE OF, AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.

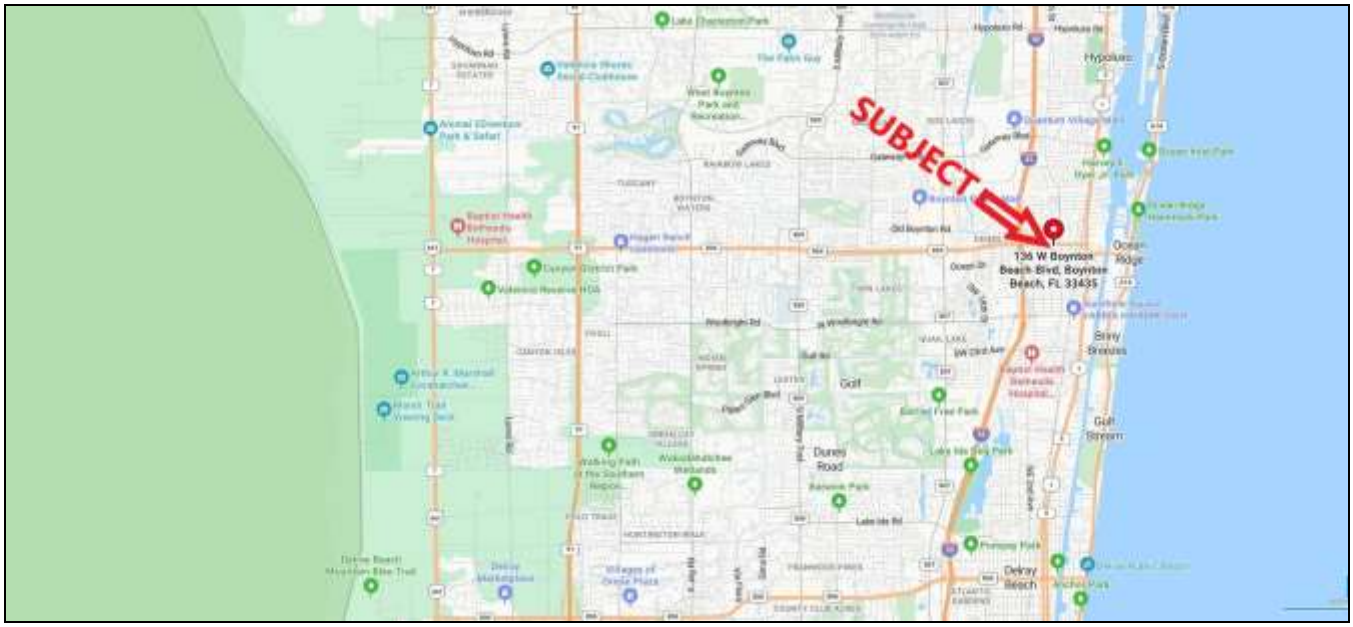
EXTRAORDINARY ASSUMPTIONS

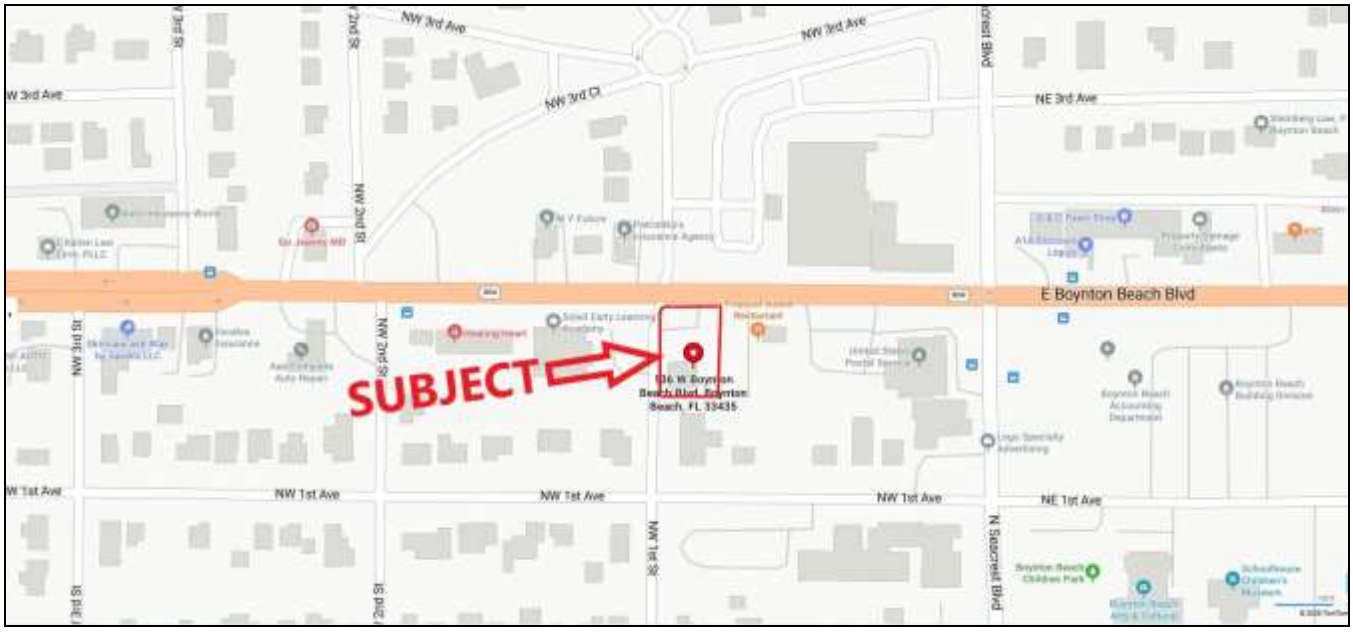
No Extraordinary Assumptions were utilized in the preparation of this appraisal.

HYPOTHETICAL CONDITIONS

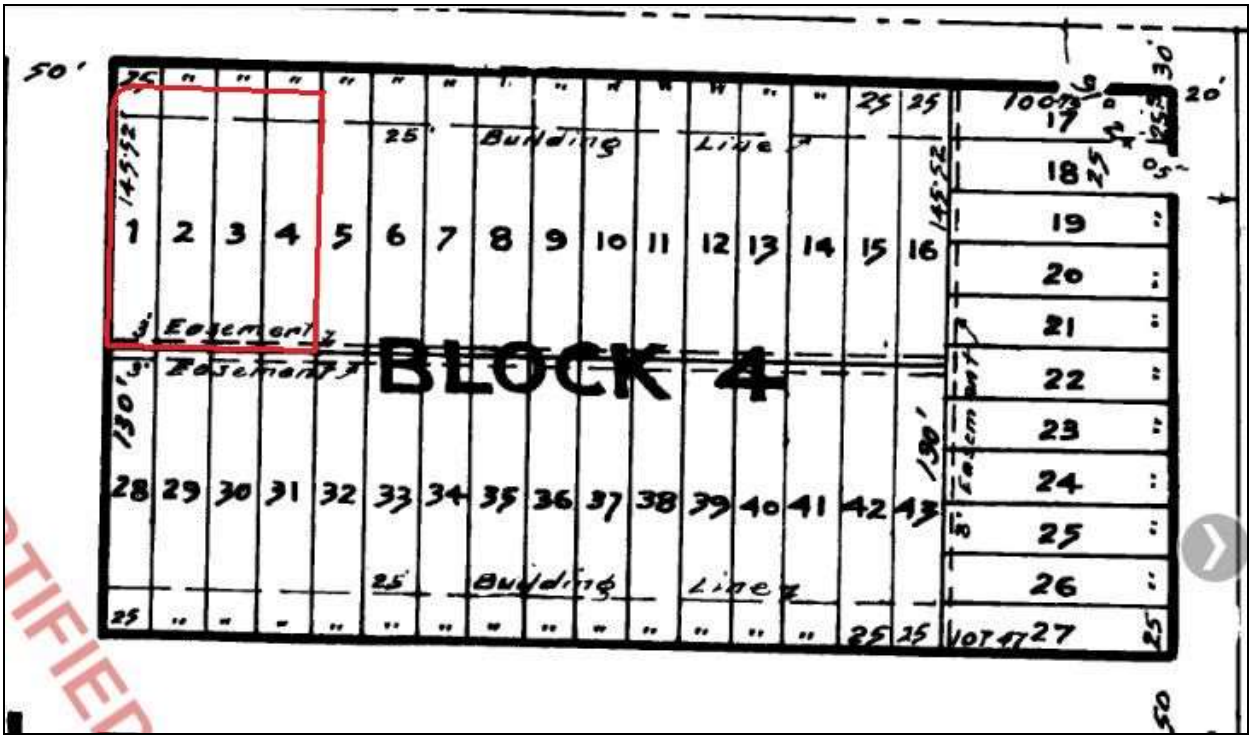
No Hypothetical Conditions were utilized in the preparation of this appraisal.

AREA/LOCATION MAPS





PARCEL MAP


BLOCK 4
Building Line
Building Line
3' Easement
3' Easement
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
17 18 19 20 21 22 23 24 25 26 27
28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43
145.52'
130'
25'
50'

AERIAL PHOTOGRAPHS






W Boynton Beach Blvd
NW 1st St

SUBJECT PROPERTY PHOTOS (TAKEN JULY 31, 2026)



Subject Front, from the North



Subject West Side and Rear, from the West



Street View, West Boynton Beach Boulevard, looking East



Street View, West Boynton Beach Boulevard, looking West



Subject, from the Northeast



Subject, from the Northwest



Subject, East Side



Subject, South Retail Space



Subject, North Retail Space



Real Estate For-Sale Sign on the Property

PURPOSE AND DATE OF VALUE

The purpose of this appraisal is to estimate the market value, fee simple estate and leased fee interest, of the subject property as of November 2, 2026.

PROPERTY APPRAISED

The subject is a retail building of 2016 square feet on a site of 13,473 square feet. The subject property is located on the southeast corner of West Boynton Beach Boulevard and NW 1st Street, Boynton Beach. The property address is 136 West Boynton Beach Boulevard, Boynton Beach, Florida 33435.

LEGAL DESCRIPTION

The legal description for the subject property was taken from the most recent deed for the subject property, recorded in OR Book 17421, Page 0763.

Lots 1, 2, 3 and 4, Block 4, BOYNTON HEIGHTS, Addition to the Town of Boynton, Florida, (Revised Plat), 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 10, Page 64, LESS that part described as follows: The North 10 feet of Lot 1, the North 10 feet of Lot 2, and the North 10 feet of the West 11.83 feet of Lot 3, all in Block 4, according to the REVISED PLAT OF BOYNTON HEIGHTS, as recorded in Plat Book 10, at Page 64, in the Public Records of Palm Beach County, Florida, in Section 28, Township 45 South, Range 43 East; and

That part of said Lot 1 which is included in the external area formed by a 20.00 foot radius arc which is tangent to the West line of said Lot 1 and tangent to a line 10 feet South of and parallel to the North line of said Lot 1; and

A strip of land over, through, and across the following: The East 13.17 feet of Lot 3, Lots 4, 5, 6, 7 and 8, all in said Block 4, according to the said REVISED PLAT OF BOYNTON HEIGHTS, said strip, measured along a line 13.17 feet West of and parallel to the East line of said Lot 3, being the Northerly 10 feet and, when measured along the East line of said Lot 8, being the Northerly 11.20 feet.

REFERENCE COPY

DISCLOSURE OF COMPETENCY

Per the Competency Rule contained within the Uniform Standards of Professional Appraisal Practice, the appraisers hereby affirm that they are competent to complete the appraisal assignment for which they have been engaged by the client.

INTENDED USE AND USER

The intended use of this report is to assist the client and intended user in establishing a purchase or selling price. The intended user of the report is Boynton Beach Community Redevelopment Agency.

This report has been prepared utilizing generally accepted appraisal guidelines, techniques, and methodologies as contained within the Uniform Standard of Professional Practice (USPAP), as promulgated by the Appraisal Foundation.

CLIENT

Ms. Theresa Utterback
Development Services Specialist
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue
Boynton Beach, FL 33435

DEFINITIONS

Market Value

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, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (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 normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010).

PERSONAL PROPERTY, FURNITURE, FIXTURES AND EQUIPMENT

This appraised value does not include the personal property, furniture, fixtures, and equipment (FF&E), if any, used in the operation of the intended use of the property.

PROPERTY RIGHTS APPRAISED

The property rights appraised are those of the fee simple estate and leased fee interest.

Fee simple estate is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat (The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

Leased Fee Interest is defined as a freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022)

TYPICAL BUYER PROFILE

In the analysis of comparable sales and in the appraiser's experience with this property type, size, and quality, we believe the typical buyer is a private investor and/or a partial owner user. The property is too small to be of interest to typical institutional buyers. The sales comparison approach to value reflects the actions of typical buyers within this market.

SCOPE OF ASSIGNMENT

The traditional appraisal approaches include the cost approach, the sales comparison approach, and the income capitalization approach. We have considered all three approaches in this assignment, and determined the sales comparison and income capitalization approach to be applicable in this assignment.

The cost approach is based on the principle of substitution, i.e. a buyer would pay no more for a property than the cost of acquiring a like site and constructing improvements with the same utility. This approach is most applicable when improvements are new and represent the highest and best use of the property and for special purpose properties when no comparisons are available. The older the improvements, however, the less reliable the approach becomes, due to the difficulty in estimating and supporting depreciation for older improvements. The subject was built in 1965 and has average depreciation. Depreciation is difficult to isolate and quantify in older buildings and this limits the reliability of the cost approach. The cost approach was not developed because it was not considered necessary for credible assignment results, given the intended use of the appraisal. It is the appraiser’s view that a buyer in the case of the subject would not make a purchase decision based on a cost analysis.

The appraisers have relied on the income capitalization and sales comparison approaches in valuing the subject property. These are the approaches a prudent investor would also rely upon in the decision making process.

In the process of gathering data for the sales comparison approach to value, we conducted a search of our appraisal files and public information sources such as the Palm Beach County Property Appraiser’s public access system and the Palm Beach County Clerk’s Office, as well as subscription based information services such as CoStar.com for comparable sales in the relevant market area. We searched for the most similar sales to the subject property.

The sales ultimately selected for further analysis were the best comparable sales we were able to find in this market. We obtained and verified additional information on the comparable properties with a party to the transaction, or a broker or agent of the parties when possible.

We inspected the interior and exterior of the subject property and the exterior of the comparables. Physical data pertaining to the subject property was obtained from an inspection of the premises and public information sources such as the Palm Beach County Property Appraiser's records. Other data pertaining to the subject property was obtained from the Palm Beach County Clerk's and Tax Collector's offices and local planning and zoning departments.

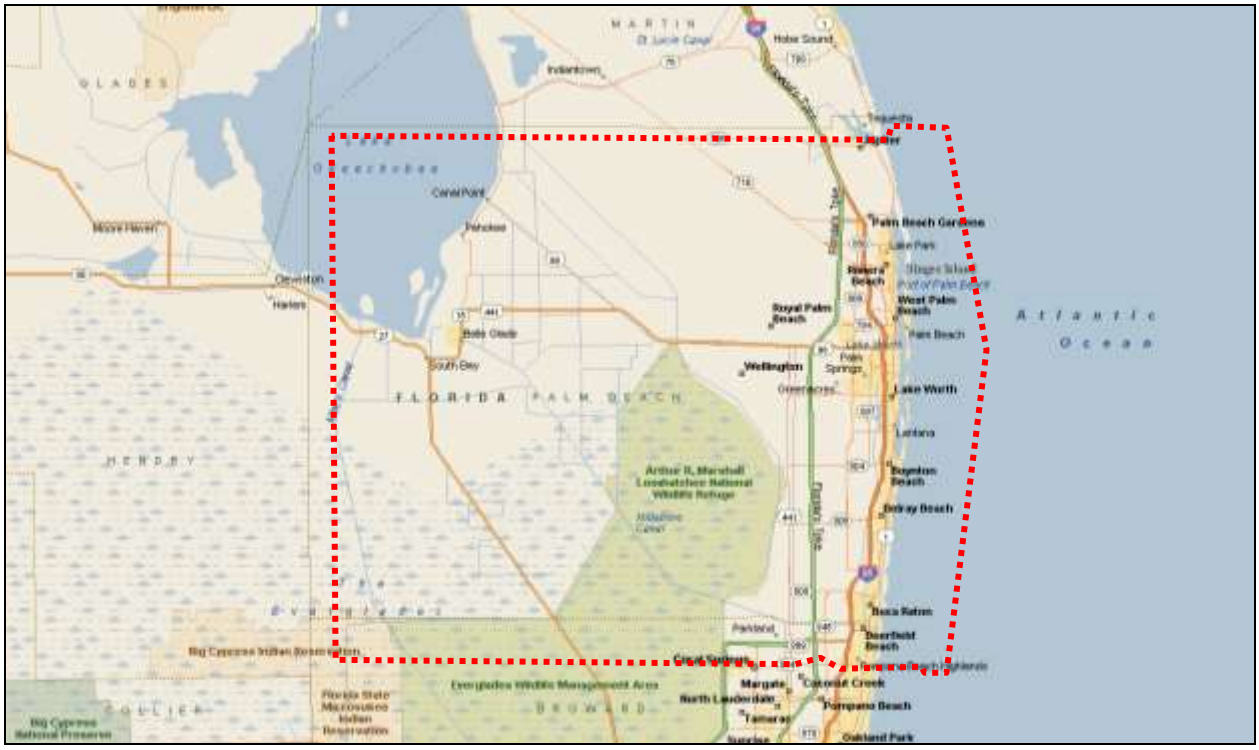
In formulating the income approach to value we have reviewed actual historical income, expense and other pertinent data for the subject when available and consulted market surveys such as those produced by PwC and Costar when warranted. Rental data was gathered through the use of one or more online services such as Loopnet.com, Costar.com and the Local MLS. A field search of the local market, review of this office's past appraisal files of similar type properties and discussions with local brokers may have also been used to research rental and other data utilized in preparing the income approach to value.

The product of our research and analysis is formulated within this report for analysis of and direct comparison with the subject property being appraised. Additionally, we have used original research performed in preparation of other appraisals by this office, which is considered appropriate for the subject property.

We make no warranty as to the authenticity and reliability of representations made by those with whom we verified sales, rental, and other information. We have taken due care in attempting to verify the data utilized in this analysis. We based our analysis and conclusions on overall patterns rather than on specific representations.

Per USPAP Standard Rule 2-2 this analysis is an Appraisal Report presented in written format. The analysis and conclusions of this appraisal assignment are presented in a narrative appraisal report.

PALM BEACH METROPOLITAN STATISTICAL AREA ANALYSIS



Geography

Palm Beach County stretches along Florida's scenic Southeast coast, bordered by Martin County to the north, Hendry and Glades Counties to the west, Broward County to the south, and the Atlantic Ocean to the east. Its northwestern edge includes a portion of Lake Okeechobee—the largest freshwater lake in the state. Strategically located, the county sits about 80 miles north of Miami and 260 miles south of Jacksonville.

Covering roughly 2,203 square miles, Palm Beach County includes approximately 1,974 square miles of land and 229 square miles of water, with 47 miles of pristine coastline. According to the U.S. Census Bureau's 2020 report, the county's population reached 1,492,191—up 1.13% from the 2010 census count of 1,320,134. Much of this growth stems from domestic migration, with new residents arriving from northern states as well as from neighboring Miami-Dade and Broward Counties. Today, Palm Beach ranks as Florida's third most populous county, following only Miami-Dade and Broward.

The county is home to 38 incorporated municipalities. Among them, West Palm Beach stands as the largest and serves as the county seat. To the south, Boca Raton claims the title of second-largest city and is recognized as one of the highest-income retail trade areas in the nation. Together with Miami-Dade and Broward Counties, Palm Beach forms Florida's famed "Gold Coast"—a densely populated stretch approximately 110 miles long and up to 20 miles wide. This region is the second-largest urbanized area in the United States, trailing only the New York metropolitan area.

Transportation

Vehicular Travel

Interstate 95 is a major north/south thoroughfare that connects Palm Beach County to the southeastern and northeastern portions of the state, and then continues along the Eastern Seaboard to Maine. Florida's Turnpike also passes through the county and provides connections to Miami-Dade and Broward Counties to the south and Orlando to the north, connecting with I-75 around Leesburg, FL. Other north/south highways include A1A, U.S. Highway 1, Congress Avenue, Military Trail and U.S. 441. A1A connects the coastal communities along the eastern edge of the county while U.S. 441 connects the more western communities such as Wellington and Jupiter Farms. There are numerous local east/west roadways with Southern Boulevard and Blue Heron Boulevard providing access to the most western portions of the county including Belle Glade, as well as Florida's West Coast.

Airport

Palm Beach International Airport (PBI) is a commercial service airport, serving both air carriers (airlines) and general aviation aircraft. PBI has a 24-hour control tower and a U.S. Customs & Immigration port of entry facility. It is a key transportation asset for the region, located just 2.5 miles from downtown West Palm Beach and directly adjacent to I-95—providing seamless access for travelers and businesses across Palm Beach County. Since its opening in 1988, PBI has undergone continuous expansion to meet growing demand.

Currently, the airport hosts 14 major airlines offering a wide range of domestic routes, as well as international service to destinations including The Bahamas and Canada. To support increased passenger and cargo volume, a dedicated overpass interchange with I-95 was constructed, dramatically enhancing traffic flow and reducing transit times to and from the airport.

In addition to PBI, Palm Beach County also supports four commercial executive airports, further strengthening the region's aviation infrastructure and appeal for corporate travel, private aviation, and logistics operations. This robust air transportation network positions Palm Beach County as an attractive hub for both business and leisure travel, while supporting regional growth and economic development.

Rail Service and Transit

Palm Beach County is strategically served by two major rail corridors: the Florida East Coast Railway and the CSX Railway. The CSX line is partially owned by the Florida Department of Transportation to support Tri-Rail, South Florida's commuter rail system, which provides essential north-south connectivity across the tri-county region.

Amtrak operates passenger rail service through the county, linking Palm Beach to major cities across the United States. Meanwhile, BrightLine—a privately funded, high-speed intercity rail service—offers fast, modern transit between Miami and West Palm Beach, with additional stops in Fort Lauderdale and Aventura. Service began in 2018, and a significant extension from West Palm Beach to Orlando via Melbourne was more recently added, further enhancing regional access and workforce mobility.

On the local level, Palm Tran is the county's primary public transportation provider, offering fixed-route bus service across the region, as well as Palm Tran CONNECTION, a paratransit solution for qualified users. Additionally, a variety of trolley and shuttle services (operated by local municipalities and Tri-Rail) ensures comprehensive coverage and convenient last-mile transit options.

This multi-modal transportation network supports a dynamic business environment by facilitating commuter access, improving logistics, and strengthening regional ties across South and Central Florida.

Port of Palm Beach and Intracoastal Waterway

The Port of Palm Beach, located in Riviera Beach, Florida, operates as an independent taxing authority governed by a five-member Board of Commissioners. Based on fiscal year end reports from 2023, the annual cargo throughput is $14.9 billion per year, with the highest container volume per acre in the U.S., and cruise ship passenger traffic exceeding 400,000; it ranks as the fourth busiest container port among Florida's 14 deepwater ports and 18th in the United States.

What sets the Port apart is its strong export orientation—approximately 80% of its cargo is outbound. It plays a vital role in regional trade, particularly with the Caribbean, supplying up to 60% of all goods consumed in The Bahamas. This makes the Port of Palm Beach a key logistics hub for companies engaged in international commerce and maritime shipping.

Complementing the Port's operations is the Intracoastal Waterway, one of Palm Beach County's most prominent marine assets, including a unique deep-water Mega Yacht berth and offering a full suite of yacht services. Spanning approximately 43 miles, it links 23 municipalities across the county and serves as a critical corridor for recreational boating, marine transport, and waterfront development.

Together, these assets position Palm Beach County as a strategic gateway for global trade and a valuable node in Florida's maritime economy.

Economy

Employment growth in Palm Beach County has cooled from the rapid post-pandemic surge but remains positive, supported by ongoing corporate relocations, wealth-driven service demand, and continued investment in healthcare and professional services. Office-using employment is anchored by finance, insurance, real estate, legal services, and healthcare administration, while leisure and hospitality remains a meaningful contributor given the county's tourism base and seasonal population.

As of third quarter 2026, employment in the Palm Beach MSA changed by approximately 490 jobs over the past year, reflecting a 0.1% change compared to 0.0% nationally. This brought total employment in the market to approximately 710,000 jobs, a change of about 82,000 jobs over the past five years. In the past ten years, 100,000 total jobs were added.

Employment in office-using sectors accounts for about 25% of all jobs in the region with around 180,000 total employees. Office employment in Palm Beach is largely driven by financial services, professional and business services, and healthcare, with the county's growing concentration of wealth management firms, private equity offices, hedge funds, and corporate headquarters supporting demand for office space. Office-using employment has changed by -2,200 jobs (-1.2%) year-over-year as of 2026Q3 compared to -0.4 nationally. The industrial sector employs approximately 67,000 people, and changed by -710 jobs in the last year.

The region benefits from a diverse, highly skilled, educated workforce, with approximately 630,000 households and 1.6 million people. Approximately 40% of people in the region have a Bachelor's degree or higher. The median income in the region is $87,000, compared to $84,000 nationally. Higher-income households continue to support spending across retail, personal services, and housing-related sectors.

PALM BEACH EMPLOYMENT BY INDUSTRY IN THOUSANDS

	CURRENT JOBS		CURRENT GROWTH		10 YR HISTORICAL		5 YR FORECAST	
Industry	Jobs	LQ	Market	US	Market	US	Market	US
Manufacturing	23	0.4	-0.95%	-0.67%	1.64%	0.20%	0.43%	0.03%
Trade, Transportation, and Utilities	127	1.0	-0.89%	-0.59%	1.03%	0.54%	0.44%	0.12%
Retail Trade	81	1.2	-0.35%	-0.11%	0.29%	-0.23%	0.39%	0.04%
Financial Activities	50	1.2	-1.88%	-0.54%	2.32%	1.02%	0.35%	0.13%
Government	65	0.6	0.20%	-0.99%	0.69%	0.50%	0.31%	0.20%
Natural Resources, Mining, and Construction	44	1.1	-1.04%	0.36%	2.65%	1.93%	0.85%	0.49%
Education and Health Services	130	1.0	3.94%	1.85%	3.09%	2.10%	0.42%	0.28%
Professional and Business Services	132	1.3	-0.87%	-0.35%	1.80%	1.05%	0.54%	0.29%
Information	11	0.9	-1.30%	-2.01%	0.13%	0.08%	0.67%	0.05%
Leisure and Hospitality	95	1.3	-0.07%	0.75%	1.07%	0.84%	0.95%	0.71%
Other Services	31	1.1	-1.16%	0.62%	-0.45%	0.60%	0.37%	0.16%
Total Employment	**708**	**1.0**	**0.07%**	**0.02%**	**1.61%**	**0.96%**	**0.53%**	**0.26%**

Source: Oxford Economics
LQ = Location Quotient

Commercial Real Estate

Industrial

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Logistics	48,966,099	9.0%	$17.34	9.2%	(23,745)	0	304,285
Specialized Industrial	11,293,800	4.7%	$18.76	9.6%	(46,043)	0	583,462
Flex	11,131,841	4.5%	$22.53	5.7%	(14,214)	0	0
Market	**71,391,740**	**7.6%**	**$18.37**	**8.7%**	**(84,002)**	**0**	**887,747**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	1.4% (YOY)	5.2%	7.0%	11.1%	2009 Q4	2.2%	2018 Q3
Net Absorption SF	(342K)	657,028	647,412	2,239,871	2005 Q3	(2,340,819)	2009 Q3
Deliveries SF	762K	900,633	640,483	2,527,887	2024 Q3	31,589	2013 Q4
Market Asking Rent Growth	2.4%	3.6%	3.6%	10.2%	2022 Q3	-4.0%	2009 Q4
Sales Volume	$797.8M	$272.1M	N/A	$828.3M	2022 Q2	$36.5M	2010 Q1

The Palm Beach industrial market spans a series of established distribution and flex corridors positioned along I 95, Florida's Turnpike, and key east–west arterials that connect coastal population centers with inland logistics nodes. Industrial product is concentrated near the Turnpike and airport-oriented submarkets, where access to regional highway infrastructure supports last mile distribution, building services, and light manufacturing uses. The market's location between Miami Dade and the Treasure Coast allows tenants to serve both South Florida and growing northern metros while remaining within a single operating footprint.

Industrial demand in Palm Beach is driven primarily by logistics, wholesale trade, construction services, and consumer-oriented distribution, with a mix of modern bulk facilities and older infill product. Newer development has favored larger-format warehouses in Turnpike adjacent areas, while coastal and airport-proximate submarkets remain constrained by land availability and redevelopment pressures. Air cargo access and proximity to the Port of Palm Beach support specialized users.

Palm Beach's trailing 12-month industrial net absorption has slowed to -340,000 SF, down from elevated levels of over 2 million SF during 2021. From 2022-2024, annual absorption was relatively stable, ranging from 500,000 to 600,000 SF each year. That dropped to 370,000 SF in 2025, and is expected to stay low through 2026. Absorption of new space built since 2023 has driven the bulk of positive gains over the last year, with older properties seeing net move-outs.

In the last five years, 5.1 million SF of space was delivered in the market, 740,000 SF of which was delivered in the last year. Another 890,000 SF, or 1.2% of inventory, is currently under construction. This compares to the U.S. average for under-construction stock as 2.0% of inventory.

The ongoing delivery of space, combined with the pullback in demand, has resulted in the vacancy rate rising from a low of 2.6% in 2022 to 7.6% as of the third quarter of 2026. This compares to the U.S. average of 7.5%. Future deliveries will likely further impact the vacancy rate, as over 50% of the space in properties underway remains available.

Palm Beach's market conditions have provided landlords with enough bargaining power to increase rents by 2.4% over the past year, above U.S. average gains of 1.3%. Despite recent gains, slowing demand and a rising vacancy rate have moderated rent gains from peak levels of over 10% year-over-year recorded in 2022. Further deceleration is likely as demand catches up with supply.

Although sales volume has moderated after a historic boom in 2021-22, annual activity totals $798 million, above the long-term average annual volume of $478 million over the past 10 years. Looking ahead, industrial vacancy in the Palm Beach market is forecast to be 8.0% at the end of 2026, while annual rent growth is expected to register 1.1%, compared with 1.3% across the United States

Office

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
4 & 5 Star	13,781,467	11.3%	$66.09	21.5%	(54,574)	0	2,390,073
3 Star	35,193,585	8.6%	$45.98	10.6%	(62,638)	0	44,174
1 & 2 Star	12,121,922	4.2%	$37.92	4.7%	(4,473)	0	8,440
Market	**61,096,974**	**8.3%**	**$49.56**	**12.2%**	**(121,685)**	**0**	**2,442,687**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	-0.7% (YOY)	10.3%	8.7%	16.2%	2010 Q3	6.1%	2000 Q2
Net Absorption SF	435K	513,780	520,602	2,095,351	2004 Q4	(948,573)	2020 Q3
Deliveries SF	79.3K	722,266	680,957	3,346,753	2008 Q4	40,000	2024 Q2
Market Asking Rent Growth	5.6%	3.1%	2.1%	10.0%	2022 Q3	-6.1%	2009 Q4
Sales Volume	$858.6M	$703.6M	N/A	$2.3B	2022 Q1	$99.8M	2009 Q4

Palm Beach's office market has softened as tenant caution continues to weigh on near-term fundamentals, though underlying demand patterns still favor high-quality space in the market's most established office nodes. Leasing activity remains strong, particularly among larger users and professional service firms, but translating that activity into net absorption has been uneven as occupiers delay move-ins and favor future-dated commitments. As a result, annual net absorption totaled 430,000 SF as of the third quarter of 2026, compared to the 10-year annual average of 260,000 SF.

Tenant behavior continues to reinforce a pronounced flight-to-quality dynamic. Demand is increasingly concentrated in newer, well-located 4 & 5 Star buildings, particularly within the West Palm Beach CBD and Boca Raton submarkets, where access to amenities and modern floorplates remains key differentiators. While overall footprints are trending smaller, the limited availability of large blocks of modern space has kept competitive pressure elevated for top-tier assets, even as older and less functional buildings face rising vacancy and longer lease-up periods.

Construction activity remains elevated and is heavily concentrated in downtown West Palm Beach, where much of the region's new supply is still underway. With 2.4 million square feet currently under construction, deliveries over the next several years are expected to place additional pressure on the vacancy rate. Even so, the limited availability of high-quality space today and the pre-leasing of several marquee projects suggest new supply will be absorbed unevenly, with the strongest performance concentrated in the highest-quality assets.

Rent growth has moderated from recent highs but remains supported by this bifurcated demand environment. Asking rents increased 5.6% year-over-year as of the third quarter of 2026, continuing to outperform national trends. However, pricing power is increasingly concentrated in prime submarkets and newer buildings, while landlords of aging inventory rely more heavily on concessions to maintain occupancy.

Investment activity has improved from recent lows. Sales volume over the past year totaled $859 million, as buyers continue to prioritize well-leased, institutional-quality assets and remain selective on pricing. Palm Beach County's office market continues to compare favorably with many peer markets, supported by vacancy rates that remain well below the national average of 13.9% and a long-term record of rent growth that has consistently outperformed the nation

Retail

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Asking Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	8,905,426	2.9%	$44.27	1.1%	1,240	0	0
Power Center	3,255,072	4.6%	$43.26	5.7%	11,014	0	36,960
Neighborhood Center	29,905,206	5.2%	$37.23	6.3%	(15,897)	0	111,670
Strip Center	5,350,065	4.0%	$35.63	4.8%	(7,849)	0	81,071
General Retail	32,690,120	2.2%	$38.88	2.7%	(1,590)	0	172,287
Other	684,743	3.7%	$53.12	6.9%	0	0	0
Market	**80,790,632**	**3.6%**	**$38.94**	**4.1%**	**(13,082)**	**0**	**401,988**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	-0.4% (YOY)	5.2%	3.6%	8.8%	2010 Q1	3.1%	2022 Q4
Net Absorption SF	617K	481,980	372,528	1,651,090	2022 Q1	(1,069,478)	2009 Q3
Deliveries SF	345K	675,429	457,790	2,517,511	2006 Q4	192,008	2012 Q3
Market Asking Rent Growth	6.8%	2.9%	5.7%	7.2%	2023 Q3	-5.0%	2009 Q3
Sales Volume	$1.5B	$757.2M	N/A	$1.8B	2022 Q3	$136.2M	2009 Q3

Palm Beach retail leasing activity has improved over the last year. Total leasing volume in 2025, at roughly 2.1 million SF, was up roughly 30% from 2024 and the highest since 2021. The first quarter of 2026 also appears to have been strong. Despite continued space constraints, the recent improvement in leasing activity has reversed the negative absorption trend seen from 2024 through the first half of 2025. In fact, annual net absorption has returned to positive territory and is 620,000 SF as of the third quarter of 2026.

Availability is below historical standards. The market's availability rate stands at 4.1%, and vacancy is holding at 3.6%, compared to the long-term averages of 6.5% and 5.2%, respectively. This is largely due to the ongoing lack of new construction; just 400,000 square feet is currently underway, representing only 0.5% of total inventory. Most of this space is already pre-leased, limiting the risk of oversupply.

Construction has remained largely muted, with 2024 and 2025 deliveries totaling just over 335,000 and 304,000 SF, respectively. Going forward, annual inventory additions are expected to remain below the 10-year average of 360,000 SF. Higher interest rates and elevated land values continue to weigh on developer activity, with construction starts still below pre-pandemic levels.

At around $39.00/SF as of the third quarter of 2026, Palm Beach has the second-highest retail rents across all Florida markets, trailing only Miami. After receding to a cycle low of 3.3% in the second quarter of 2025, annual rent growth has accelerated sharply and sits at 6.8% as of the third quarter of 2026. This is well above the national growth rate of 1.7% and above the market's five-year average of 5.8%. Palm Beach's cumulative rent growth over the last five years is among the nation's top performers.

Transaction volume in 2025 reached cyclical highs, surpassing those of 2021 and 2022. Approximately $1.5 billion in sales volume transacted over the past 12 months, above the five-year annual average of $1.1 billion. The outlook for retail is strong, with absorption and deliveries projected to stay in balance, leading to a stable vacancy rate.

Multi-Family

KEY INDICATORS

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	43,911	6.5%	$2,850	$2,780	(14)	0	4,481
3 Star	25,356	6.7%	$2,232	$2,184	0	0	2,171
1 & 2 Star	15,203	6.8%	$1,843	$1,818	(2)	0	0
Market	**84,470**	**6.6%**	**$2,543**	**$2,485**	**(16)**	**0**	**6,652**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy	-1.5% (YOY)	7.7%	7.0%	10.0%	2009 Q1	3.7%	2021 Q3
Absorption Units	1,812	1,419	1,972	5,262	2021 Q3	(736)	2007 Q2
Delivered Units	577	1,552	2,121	4,644	2024 Q3	11	2011 Q1
Demolished Units	9	44	9	285	2010 Q1	0	2025 Q2
Asking Rent Growth	2.3%	3.1%	1.9%	22.9%	2021 Q4	-3.2%	2008 Q3
Effective Rent Growth	3.1%	3.0%	1.9%	25.4%	2021 Q4	-3.2%	2008 Q3
Sales Volume	$1.8B	$803M	N/A	$3.6B	2022 Q2	$63.9M	2007 Q3

Palm Beach's multifamily market is normalizing after the pandemic-era surge, reflecting a more balanced supply demand dynamic. Still, affordability challenges, a sizable construction pipeline, and slowing population and job growth present near-term headwinds.

Annual absorption totals 1,800 units as of the third quarter of 2026, down from 2,300 units a year ago. After a record 4,000 units in 2024, net deliveries receded to just 570 units in the last 12 months, positioning Palm Beach as one of Florida's tightest markets. While the supply pipeline remains elevated, with 6,700 units under construction, representing a 7.9% inventory expansion, deliveries in 2026–2027 are expected to align more closely with historical averages.

The vacancy rate dropped by 1.5% year-over-year to 6.6% as of 2026Q3, well below the national index of 8.2%. This was driven by absorption outpacing new supply.

Palm Beach is among nation's top performing metros with cumulative rent growth of 18.6% over the last five years compared to 12.7% in the U.S. overall. Asking rents average $2,540, making Palm Beach the most expensive apartment market in Florida, and well above the national average of $1,800/month. Annual rent growth remains positive but slowed to 2.3% year-over year. 4 and 5 Star properties posted annual rent growth of 2.9%, while lower-tier assets recorded gains of 1.2%, and mid-tier properties saw rents change 1.1%. Operators cite Live Local conversions and aggressive concessions of up to two months free at luxury lease ups as key pressures on 3 Star performance.

Sales volume totals $1.8 billion across 62 transactions over the past year, which is near the 5-year average and more than double the 2023 cycle low of $630 million. While all quality segments saw activity, 4 and 5 Star assets accounted for nearly 90% of volume and drove a resurgence in the second-half of 2025. Average pricing rose year-over-year to $370,000 per unit, supported by high-end trades.

Looking forward, the base case forecast anticipates a modest increase in absorption in 2026, coinciding with the delivery of 1,900 units currently under construction. The vacancy rate is expected to remain below 7%, while rent growth stabilizes in the mid-2% range. Concessions will likely persist as a key incentive amid competitive conditions.

Residential Real Estate



Single Family Homes	2026	2025	% Change
Closed Sales	1,482	1,187	24.9%
Paid in Cash	645	486	32.7%
Median Sale Price	$700,000	$626,000	11.8%
Original List Price Received	94.7%	93.1%	1.7%
Median Days to Contract	42	42	0%
Inventory (Active Listings)	4,782	6,259	-23.6%
Months Supply of Inventory	3.9	5.7	-31.6%

Townhouses/Condos	2026	2025	% Change
Closed Sales	974	821	18.6%
Paid in Cash	572	464	23.3%
Median Sale Price	$325,000	$315,000	3.2%
Original List Price Received	92.7%	90.9%	2%
Median Days to Contract	68	61	11.5%
Inventory (Active Listings)	6,216	7,670	-19%
Months Supply of Inventory	7.2	9.7	-25.8

Quarterly Market Summary - Q2 2026
Single-Family Homes
Palm Beach County

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	Q2 2026	Q2 2025	Percent Change Year-over-Year
Closed Sales	4,295	3,849	11.6%
Paid in Cash	1,917	1,626	17.9%
Median Sale Price	$675,000	$635,000	6.3%
Average Sale Price	$1,374,192	$1,251,760	9.8%
Dollar Volume	$5.9 Billion	$4.8 Billion	22.5%
Med. Pct. of Orig. List Price Received	94.7%	93.5%	1.3%
Median Time to Contract	42 Days	46 Days	-8.7%
Median Time to Sale	87 Days	90 Days	-3.3%
New Pending Sales	4,348	3,822	13.8%
New Listings	4,836	5,229	-7.5%
Pending Inventory	1,849	1,769	4.5%
Inventory (Active Listings)	4,782	6,259	-23.6%
Months Supply of Inventory	3.9	5.7	-31.6%



Produced by Florida REALTORS® with data provided by Florida's multiple listing services. Statistics for each month compiled from MLS feeds on the 10th day of the following month.
Data released on Friday, July 17, 2026. Next data release is Friday, October 16, 2026.

Quarterly Market Summary - Q2 2026
Townhouses and Condos
Palm Beach County

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	Q2 2026	Q2 2025	Percent Change Year-over-Year
Closed Sales	3,037	2,760	10.0%
Paid in Cash	1,862	1,646	13.1%
Median Sale Price	$335,000	$320,000	4.7%
Average Sale Price	$634,007	$612,120	3.6%
Dollar Volume	$1.9 Billion	$1.7 Billion	14.0%
Med. Pct. of Orig. List Price Received	92.5%	90.9%	1.8%
Median Time to Contract	70 Days	65 Days	7.7%
Median Time to Sale	109 Days	106 Days	2.8%
New Pending Sales	3,047	2,694	13.1%
New Listings	4,043	4,449	-9.1%
Pending Inventory	1,475	1,283	15.0%
Inventory (Active Listings)	6,216	7,670	-19.0%
Months Supply of Inventory	7.2	9.7	-25.8%



Produced by Florida REALTORS® with data provided by Florida's multiple listing services. Statistics for each month compiled from MLS feeds on the 10th day of the following month.
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DEMOGRAPHIC TRENDS

	Current Level		12 Month Change		10 Year Change		5 Year Forecast	
Demographic Category	Metro	US	Metro	US	Metro	US	Metro	US
Population	1,597,313	342,398,938	0.6%	0.2%	1.1%	0.6%	0.6%	0.3%
Households	633,273	134,437,531	1.0%	0.7%	1.1%	1.0%	0.8%	0.5%
Median Household Income	$86,875	$84,884	1.2%	2.2%	4.3%	4.1%	4.0%	3.9%
Labor Force	779,903	170,459,891	0.1%	-0.1%	1.1%	0.7%	0.3%	0.1%
Unemployment	4.4%	4.5%	0.6%	0.2%	0%	0%	-0.1%	0%

Source: Oxford Economics

POPULATION GROWTH



LABOR FORCE GROWTH



INCOME GROWTH



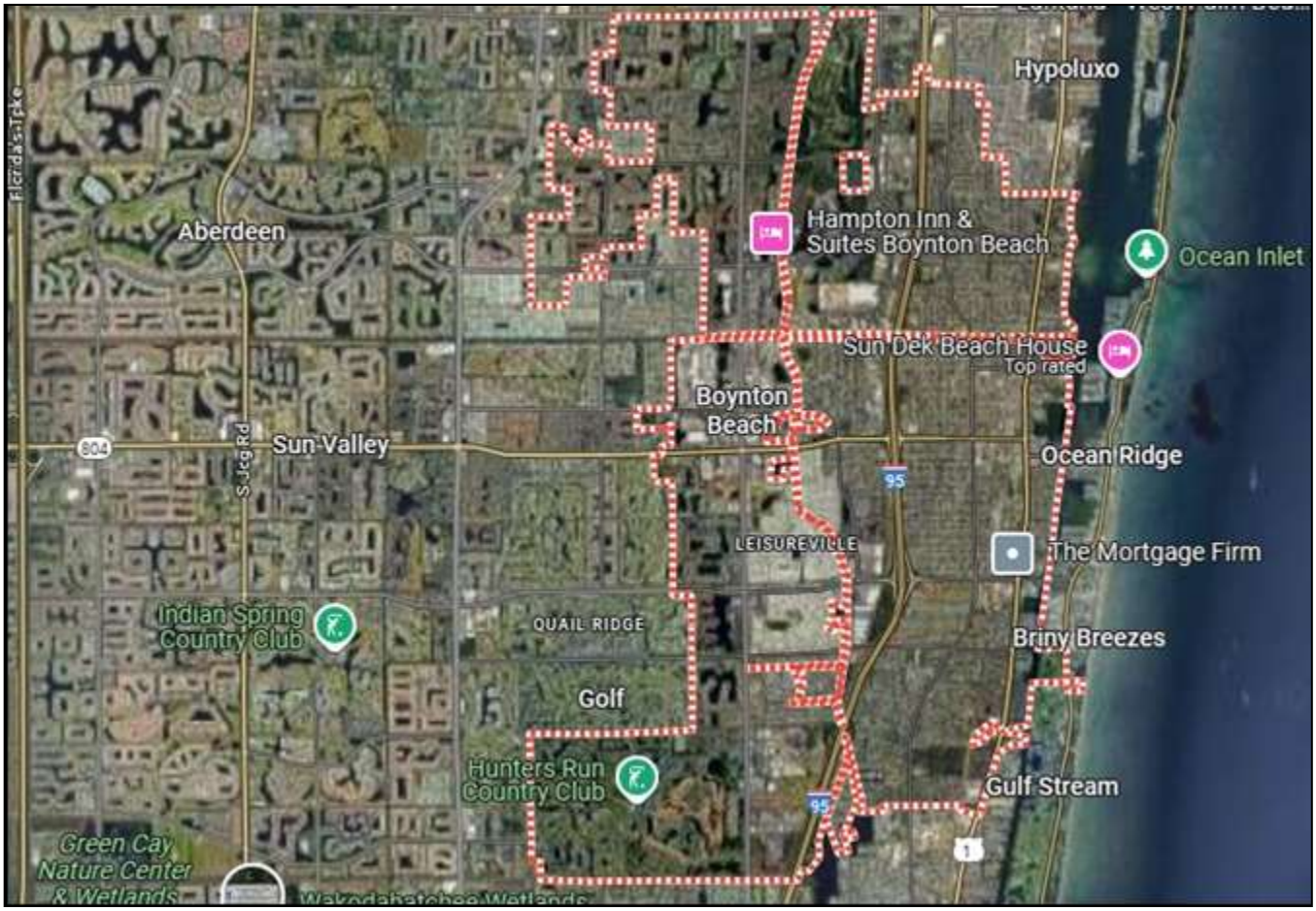
Source: Oxford Economics

Conclusion

Palm Beach County's economy continues to benefit from its role as the northern growth engine of South Florida, supported by sustained in-migration, a high-income resident base, and a diverse mix of professional services, healthcare, tourism, and financial activities. While the broader Miami–Fort Lauderdale–West Palm Beach MSA faces moderating growth, Palm Beach County is projected to add population through the second half of the decade, providing a steady underpinning for labor force expansion and consumer demand.

The County's strategic location, well-developed transportation infrastructure, and lack of a state income tax have positioned it as an attractive destination for businesses and high-net-worth individuals. Looking ahead, Oxford Economics projects Palm Beach County employment to grow at an average annual rate of approximately 0.7% between 2026 and 2030, modestly outpacing the broader tri-county metro forecast. This outlook reflects slower national economic growth and a tightening labor market, but remains supported by positive net migration and the county's ability to attract capital and talent. While downside risks include higher interest rates and reduced affordability pressures, Palm Beach County's demographic momentum and diversified employment base position it for steadier growth relative to other South Florida markets in the years ahead.

NEIGHBORHOOD SUMMARY



The subject property is located just west of downtown Boynton Beach along the Boynton Beach Boulevard Commercial corridor. The neighborhood's boundaries are I-95 to the west, Federal Highway to the east, Woolbright Road to the south, and Gateway Boulevard to the north. To the west of the Central Business District lies the Ocean District Community Redevelopment district. The redevelopment district boundaries are Northeast 3rd Avenue to the north, Southeast 2nd Avenue to the south, Seacrest Boulevard to the west and the FEC Railroad tracks to the east. The district is characterized by older commercial properties along the major thoroughfares with moderately priced single-family residences in the interior neighborhoods.

The neighborhood has good access. The primary thoroughfares are Boynton Beach Boulevard, Federal Highway, and Ocean Avenue. Boynton Beach Boulevard provides access to the Congress Avenue commercial district, a busy retail area, as well as recently developed residential areas lying west of the city. Ocean Avenue provides access to State Road A1A and wealthy beach communities. Federal Highway traverses Palm Beach County's older coastal neighborhoods. Federal Highway also provides access to Atlantic Avenue in downtown Delray Beach, an older commercial district that has redeveloped with a thriving restaurant and nightlife area.

The City of Boynton Beach has been advocating redevelopment in the downtown area and the CRA has been active in acquiring properties in the neighborhood for several years. Ocean Avenue underwent streetscape modification. East Ocean Avenue is seen as the "main street" of the downtown area as its volume of traffic is less than that of other main thoroughfares in the district. One of the goals for East Ocean Avenue is to make it a pedestrian friendly area of mixed-use properties along with the public use properties within the district. The Intracoastal waterfront and Ocean Avenue east of Federal Highway has been almost totally renovated.

The South Federal Highway corridor from Boynton Beach Boulevard extending to the south is composed of mixed commercial and residential uses. Improvements along this stretch of South Federal Highway are primarily characterized by older neighborhood shopping centers, miscellaneous stores, motels and auto related facilities. The subject property falls within an area of the community redevelopment plan. The community redevelopment plan basically calls for enhancement of existing uses; civic in the west, commercial along Boynton Beach Boulevard, multi-family in the center and single family in the south.

It appears that primarily commercial uses were intended between 3rd Street and the CSX Railroad. This area from about Southeast 1st Street to north of Boynton Beach Boulevard contains older properties including several houses, several vacant tracts, and a number of commercial uses. This area is now destined for mixed use with multi-family projects approved that include commercial space on Boynton Beach Boulevard, and Ocean Avenue. The 4.7-acre full city block located at the southwest corner of Federal Highway and Ocean Avenue was assembled during the last development cycle but recessionary influences delayed its development. However, it has now been developed as 500 Ocean and includes 341 residential rental units in a six-story building with 13,800 square feet of retail space on the first floor along Ocean Avenue with 6,600 square feet of office space on the second floor of the Ocean Avenue frontage. This has served as a foundation and catalyst for several more mixed-use projects that have been proposed and/or approved in the immediate vicinity.

Another catalyst is the recent redevelopment of the City's aging municipal facilities in the southwest quadrant of Boynton Boulevard and Seacrest Boulevards. Privately owned parcels in the vicinity had been assembled by a developer and replatted in conjunction with City owned property (the new plat was filed in 2018) as part of a mixed use private/public redevelopment project (Boynton Beach Town Square) in partnership with the City of Boynton Beach. The developer was to develop a portion of the larger project with municipal facilities for the city and the balance with private apartments and commercial space. The developer constructed only a portion of the project (municipal facilities) and was later sued by the city. The resulting settlement included a payment to the City ($4.5 million plus legal fees) and the agreement to sell this portion of the larger project to another developer who agreed to move forward with the private apartment and commercial portion of the project. The portion of the project included in this sale was reported to be approved for roughly 23,000 square feet of retail space, 898 residential units as well as associated parking structures, portions of which will be utilized for the City's municipal facilities.

In general, the single and multi-family housing in the area is dated but in generally average condition. The commercial uses on Ocean Avenue and off of Boynton Beach Boulevard are also dated but have seen some recent renovation. Revitalization of the subject neighborhood is evident from the renovations along Boynton Beach Boulevard including noticeable renovations and new construction of the civic facilities, and the new 500 Ocean project and the many new proposed/approved projects in the downtown core area.

PROPERTY DATA

Taxpayer of Record

136 BBB Property LLC

Palm Beach County Property Control Number(s)

08-43-45-28-10-004-0010

Assessed Value and Taxes for 2025

The following information was taken from the Palm Beach County Property Appraiser's and Tax Collector's web sites.

Appraisals		
Improvements $232,929	Land $471,590	Total Market Value $704,519
Assessed and Taxable Values		
Assessed Value $582,193	Exemption $0	Taxable Value $582,193
Taxes		
Ad Valorem $12,422	Non-Ad Valorem $1,131	Total Tax $13,553

A typical informed buyer would recognize the possibility of a reassessment following a sale of the property and the possibility that taxes could change as a result, if the assessed value is substantially different than the true market value.

That said, the subject appears to be under assessed based on the market value conclusion contained herein. We believe a prudent investor would calculate their potential property tax liability based on an assessment reflective of whatever sale price they are proposing to pay. Because the definition of market value assumes a sale, we have calculated the potential tax burden on the subject property were it to sell at our market value conclusion.

Similar properties in the county are typically assessed from 70% to 80% of their market value. Based on the market value conclusion of $1,000,000 contained herein, and assessment at 75%, a prudent investor would expect the potential for the assessment to increase to roughly $750,000. Based on this assessment and the 2025 millage rate for the subject's taxing district of 19.962 mills and adding in the subject's 2025 non ad-valorem taxes at $1,131 one would expect the property taxes could potentially increase to roughly $16,102 ($750,000 x 0.019962 = $14,971 + $1,131). The county tax collector offers a maximum discount of 4% for tax bills paid in November with a decrease of 1% per month until the taxes are officially due at the end of March. This is typical in this market. Assuming a maximum discount of 4% for early payment, the tax liability would be about $15,458.

Our value conclusion does not discount for any taxes owed on the property, current or delinquent. The value assumes the property is free and clear and not subject to any prior year's delinquencies or outstanding tax certificates. The appraisers strongly suggest any potential buyer, mortgagee, or other investor in the property fully investigate the tax status of the subject property with the County's Tax Collectors office.



Census Tract

The subject property is located in census tract 0062.01.

Census Tract Map

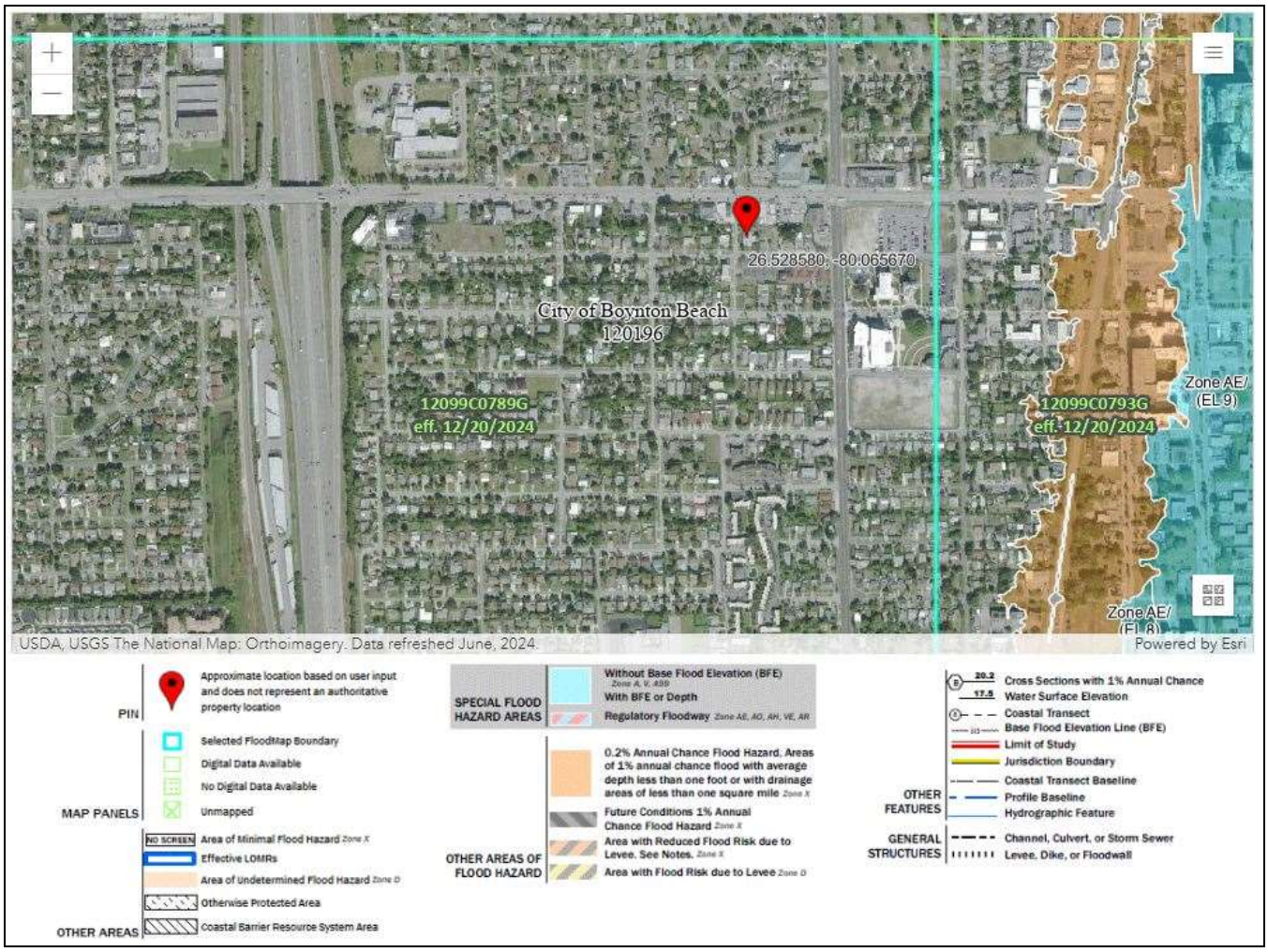


Flood Zone Designation

The subject property is located on the National Flood Insurance Program Map on Community Panel Number 12099C0789G, effective date of December 20, 2024. The subject appears to lie in an area designated as Zone X (unshaded).

Flood Zone X (unshaded) is determined to be outside the 0.2% annual chance floodplain.

Flood Map



Zoning and Future Land Use

The subject property's use is dictated by the Boynton Beach Zoning Code and Comprehensive Plan. The Boynton Beach zoning and future land use maps indicate the subject property has a zoning designation of C2/Neighborhood Commercial with an underlying land use designation of LRC/Local Retail Commercial.

Permitted uses under this zoning category generally include, but are not limited to; retail stores and service businesses, professional and medical offices. The subject's current use as a retail building is in line with the current zoning as a permitted use and the current zoning is in harmony with the future land use designation.

The appraisers have not independently verified that the subject complies with current site development regulations (setbacks, site coverage, etc.). It has been assumed that by virtue of the subject's on-going use, should there be any areas of non-compliance, a variance has been issued or some other form of special exception has been made.

Zoning Map



Concurrency

The strongest growth control measure ever imposed was passed by the Florida Legislature and became effective on February 1, 1990. This was mandated by Chapter 163, Florida Statutes, otherwise known as the *Growth Management Law.* One provision of this law is referred to as *Concurrency* which dramatically limits the ability to develop real property. It is basically the requirement that adequate infrastructure be available to serve new development. Eight types of infrastructure are affected including traffic, potable water, sewer, drainage, solid waste, recreation and open space, mass transit, and fire rescue.

In May of 2011, House Bill 7172 amended the Growth Management act in an effort to spur economic growth through streamlining and lessening growth management controls. Transportation concurrency requirements were exempted in dense urban land areas with populations of at least 1,000 people per square mile. Also, within dense urban land areas, the DRI process has been exempted. State review of local comprehensive plans was streamlined and zoning changes are now allowed to be considered concurrently with land use plan amendments.

It is the appraisers' understanding that the subject is not subject to any concurrency restrictions. Should the property be altered or redeveloped, the matter of concurrency would need to be revisited at that time.

Utilities

The following utilities are available to the subject property: municipal water and sewer, electricity, and telephone.

Subject Property Sales History

The appraisers have not been provided with a title abstract on the property appraised nor have they conducted a title search of their own. The Palm Beach County Property Appraiser's records indicate that the subject property last transferred on July 29, 2004 for a price of $525,000. This transfer was recorded in Palm Beach County OR Book and Page 17421/0763.

The subject is currently listed for sale with Jim Knight/Knight Group Commercial Real Estate with a listing price of $1,700,000. This equates to roughly $843.25 per square foot of building area and $126.12 per square foot of land. The property is being marketed on Loopnet.com (Listing ID 26412486) as well as via a sign on the site. Based on the sales data researched in the market for both improved and vacant land properties, and the conclusion of this report, the current listing price of the subject property appears to be positioned well above market.

The listing broker provided a non-binding letter of intent dated October 30, 2026 and indicated the buyer was planning to purchase the property for continued retail use. The letter of intent from Debby Kagan contained details as follows:

Purchase price: $1,275,000 (without buyer side realtor representation/commission), Terms: all Cash, 21 (sic) due-diligence, 15 (sic) closing "in any event prior to year-end", with a contingency: Building Inspection, and an offer expiration of November 5, 2026 at 5:00pm. The appraisers attempted to contact the buyer to verify the intentions of the offer but were unsuccessful.

Site Analysis

The following analysis is based upon a personal inspection of the site and Palm Beach County Public Records.

Location

The subject property is located on the southeast corner of West Boynton Beach Boulevard and NW 1st Street, Boynton Beach. The property address is 136 West Boynton Beach Boulevard, Boynton Beach, Florida 33435.

Size and Shape

We have relied on the site size for the property from the Palm Beach County Property Appraiser's records. The site is an irregular shaped parcel of land having roughly 100 front feet on the south side of West Boynton Beach Boulevard, and 135 front feet on the east side of NW 1st Street. The subject site area is approximately 13,473 square feet or 0.31 acres.

Topography and Drainage

The site is level and near road grade. Drainage appears to be adequate for its current use.

Access

Access is via West Boynton Beach Boulevard and NW 1st Street.

Easements or Encroachments

Typical utility easements are believed to exist. A survey that would delineate the boundaries of any potentially detrimental easements or encroachments was not made available to the appraisers. The appraisers did not note any such conditions during our research and property inspection, nor did the property owner disclose any. We have no reason to believe that there are any easements or encroachments on the property that would affect its use in such a way as to have a negative impact on value.

Soil/Environmental Conditions

We have not been provided with nor have we commissioned a soil or sub-soil condition report. The subject's land appears to be composed of typical loose South Florida sand.

The appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.



Site Improvement Analysis

Site improvements include the north portion of the site is a paved parking area for approximately 12 vehicles.

Building Improvement Description

We have relied upon a personal inspection of the building as well as the Palm Beach County Public Records for the following building description.

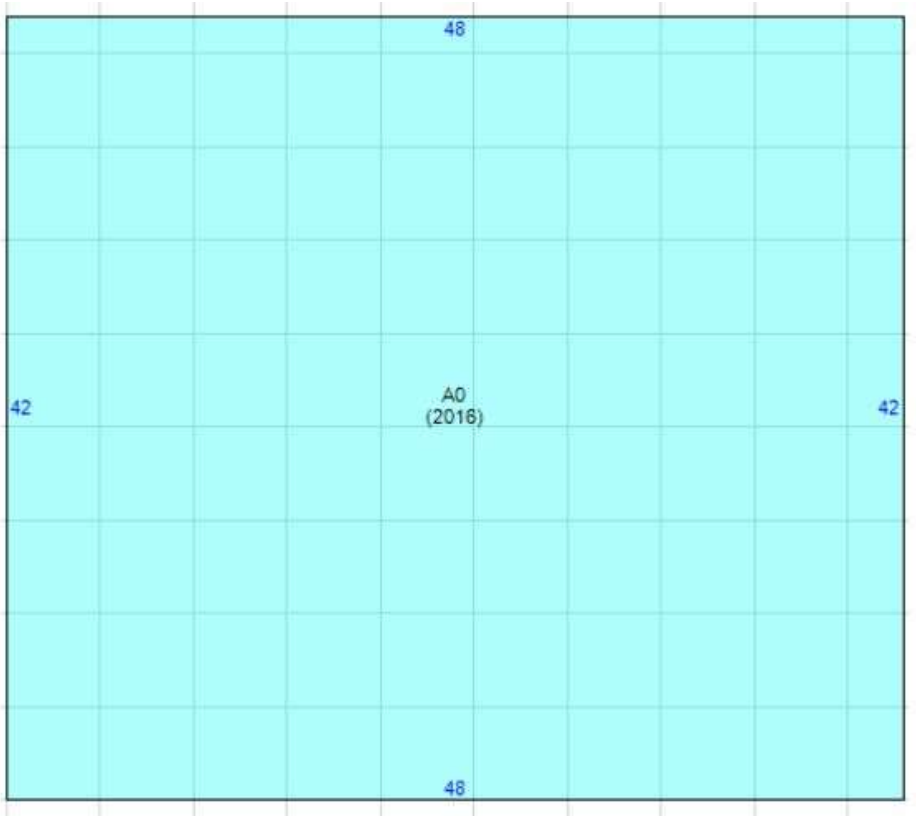
Year Built:	1965
Building Area:	2,016 square feet
Site Area:	13,473 square feet
FAR/Lot Coverage:	0.15/%
Foundations:	Poured concrete
Basic Construction:	CBS
Exterior Finish	Stucco
Roof Support/Covering:	Built-up
Doors:	Glass in metal frame
Windows	Glass in metal frame
Floors:	Tile
Ceiling:	Acoustic tile
Interior walls:	Drywall
Lighting:	Recessed panels
Electric service:	Assumed to be adequate
Plumbing:	Assumed to be adequate
Heating and Cooling:	Central air
Fire Detection:	Smoke detectors

Parking:	Adequate on-site surface parking for 12 vehicles, roughly 2 space per 168 square feet of building.
Building Comments/ Condition:	Property appeared to be in average overall condition. No signs of deferred maintenance were noted during the appraisers' inspection.
Actual Age:	61
Total Economic Life:	55
Effective age:	20
Remaining Economic Life:	35
Physical Depreciation:	36%
Functional Utility:	The property appears to have good functional utility and does not appear to suffer from functional obsolescence.
Economic/External Obsolescence:	The property does not appear to be suffering from any external/economic obsolescence.

Building Area Calculations / Floor Plan

The appraisers have not measured the building improvements. Copies of building or floor plans with square footages were requested but were not made available. We have performed our analysis utilizing the building sketches and square footages available from the County Property Appraiser's records; copies of which are provided below in this report.

Building Sketch



SUBAREA AND SQUARE FOOTAGE FOR BUILDING 1	
CODE DESCRIPTION	**SQUARE FOOTAGE**
RETAIL STORE	2016
Total Square Footage	2016

HIGHEST AND BEST USE

The Appraisal Institute defines highest and best use as follows:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (Source: The Dictionary of Real Estate Appraisal, 7th ed., Appraisal Institute, 2022)

The analysis of highest and best use normally applies these considerations in a three step process, involving the analysis of the highest and best use of the site as if vacant, determination of the ideal improvement, and a comparison of the existing improvement with the ideal improvement, in order to estimate the highest and best use as improved.

As Vacant

The subject site is of sufficient size and configuration that it could physically support numerous uses, limited only by the fact that such uses must be legal, reasonable, probable, and a logical continuation of surrounding uses within the subject property's neighborhood. The subject is zoned C2/Neighborhood Commercial with a land use designation of LRC/Local Retail Commercial. Any number of uses would be legally possible. It is located in an area that is developed with a variety of uses.

In consideration of the site's location, land use classification, zoning and surrounding uses, the highest and best use for the subject, as if vacant, would be development with some type of commercial building in keeping with the zoning, land use, and neighborhood uses.

As Improved

In the process of researching the subject market, the appraisers have determined that the subject improvements are substantial enough and in good enough condition that they add value to the site and it would not be economically justified to remove them at the present time.

In consideration of the subject's location, land use classification, zoning, surrounding uses and type and condition of current improvements, the highest and best use for the subject is the current utilization of the existing improvements.

EXPOSURE AND MARKETING TIME

Exposure time is: 1) The time a property remains on the market; 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; 3) A retrospective estimate based on an analysis of past events assuming a competitive and open market.

Marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions address the determination of reasonable exposure and marketing time. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

Financing for commercial properties appears to be available at this time. Most properties offered for sale have been exposed on the market for six to twelve months or longer.

The CoStar Group reported the historical marketing times (exposure time) for 81 retail properties up to 5,000 sf in building size in Palm Beach County from 8/10/2024 through 8/10/2026. The marketing time ranged from 0.5 to 45.6 months, with an average of 9.5 months. We note that the Costar data can be skewed by many properties that were significantly overpriced by unmotivated sellers and/or were not properly marketed and languished on the market for several years. We believe if appropriately priced and marketed, the subject would sell in the lower portion of the time frame range exhibited by the CoStar data. Many of the properties in the CoStar research were overpriced and only sold after the asking prices were significantly reduced. Properly priced properties sell more quickly.

Considering the preceding, as well as sales that have taken place in the local market, and assuming a prudent pricing strategy, we estimate an exposure time of 6 to 12 months. Looking forward, we feel this would be a reasonable estimate for marketing time as well.

INCOME CAPITALIZATION APPROACH

The premise behind the income capitalization approach is that typical investors value a property based upon its ability to generate a net income.

The income capitalization approach is a set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

The definition indicates that there are two methods, which may be applied under this approach: direct capitalization and discounted cash flow (DCF).

Direct capitalization is a method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the net income estimate by an appropriate capitalization rate or by multiplying the income estimate by an appropriate factor. Direct capitalization employs capitalization rates and multipliers extracted or developed from market data. Only a single year's income is used. Yield and value changes are implied but not identified. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

Direct capitalization involves estimating the market rent, vacancy and collection losses, and expenses by comparing the subject property, with comparable properties, in order to arrive at an estimate of net operating income. The estimated net operating income is then capitalized at a market-oriented rate to estimate value.

Discounted cash flow (DCF) analysis is the procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

We applied the direct capitalization methodology herein. According to the Appraisal Institute's definition, one year's income expectancy can be capitalized at a rate, which reflects a specific income pattern. We derived capitalization rates both from national survey data, and from local sales, based on an analysis of the sale property's actual income and expenses at the time of sale, or on the buyer's estimate of income and expenses, when it could be ascertained. We then applied an appropriate cap rate, derived from the survey and sales data, to an estimate of the subject's net operating income, as if leased at market rent.

The following section of the appraisal describes this approach.



Rent Discussion

Rents can be quoted either on a gross basis or a net basis. Expenses, including real estate taxes, are passed through to or paid by the tenant on a net rental basis. A gross rental method is where the landlord is responsible for most of the expenses including real estate taxes. The rents in this market were quoted primarily on a gross basis. Therefore, we have used gross basis rents in this analysis.

Subject Lease Summary

The following summary was made from the appraisers' review of the subject's leases and current rent data as provided by the property owner's representative.

The lease for space A to Check Cashing USA of 1,344 square feet is written on a net basis and is in its 4th year. The current rental rate is $5,320 per month at $47.50/sf/yr, with $14.17/sf/yr pass-through charges resulting in a gross rental rate of 61.67/sf/yr. There is an option to extend for a single 5-year term.

The lease for space B to Local Services LLC of 672 square feet is written on a gross basis and is in its 7th year, currently on a month-to-month basis. The current rental rate is $2,000 per month resulting in a gross rental rate of $35.71/sf/yr.

SUBJECT PROPERTY RENT ROLL AS OF NOVEMBER 2026															
Suite	Tenant	Size (SF)	Monthly Base Rent	Annual Base Rent	Monthly Pass Through	Annual Pass Through	Gross Annual Rent	Annual Base Rent /SF	Annual Pass Through /SF	Gross Annual Rent /SF	Lease Start	Lease Expires	Options	Rent Increases	Comments
A	Check Cashing USA	1,344	$5,320.00	$63,840.00	$1,587.22	$19,046.64	$82,886.64	$47.50	$14.17	$61.67	May-22	May-27	1 - 60 mo.	none	1st fl. retail east end
B	Local Services LLC	672	$2,000.00	$24,000.00	$0.00	$0.00	$24,000.00	$35.71	$0.00	$35.71	Dec-19	Nov-22	1 - 12 mo.	5% / Yr	1st fl. retail west end
Total Space:		**2,016**	**$7,320.00**	**$87,840.00**	**$1,587.22**	**$19,046.64**	**$106,886.64**	**$43.57**	**$9.45**	**$53.02**					
Occupied Space:		**2,016**	**$7,320.00**	**$87,840.00**	**$1,587.22**	**$19,046.64**	**$106,886.64**	**$43.57**	**$9.45**	**$53.02**	**Occupied:**		**100%**		

Rental Survey

We have surveyed rents for similar building space in the subject's market area. These market rental rates were then reconciled with the current subject rents to give an indication as to whether the current rental rates achieved by the subject are within the market norms. The rents in this market were quoted on a gross and net basis. As noted previously, the subject is currently renting on a gross and net basis We have analyzed rents on a gross basis in this analysis.

Our rental survey is composed of asking rents as indicated in the summary chart. Actual lease data is often considered proprietary and seldom made available to the public, particularly in an environment as competitive as the subjects. The following table summarizes the data collected in our rent survey. The following map shows the location of the rent comparables in relation to the subject property.

Comparable Rental Photos



Rent Comp 1 – 700 W. Boynton Beach Boulevard



Rent Comp 2 - 101 S. Federal Highway



Rent Comp 3 – 701 N Congress Avenue



Rent Comp 4 – 614-618 E. Ocean Avenue



Rent Comp 5 - 301 NW 1st Street



Rent Comp 6 – 901 N. Congress Avenue

Comparable Rental Map



RENT COMPARABLES SUMMARY TABLE							
Comp. No.	Bldg. Name Address Date of Survey	Building Size SF Building Type Year Built	Total SF Available Unit sizes	Net Rent Per SF	Pass-Thru Expenses Per SF	Gross Rent Per SF	Remarks
1	700 W Boynton Beach Blvd. Boynton Beach Oct-26	1,900 Retail 1994	1,900 1,900	$40.00	$12.50	$52.50	Starting rate quoted on a net basis, signed Oct-2026, freestanding retail building, average condition
2	500 Ocean 101 S Federal Hwy. Boynton Beach Oct-26	345,000 Mixed-Use 2018	1,274 1,274	$37.00	$8.00	$45.00	Asking rate quoted on a net basis, signed Sep-2026, Suite 6, partial restaurant/café build-out
3	Shoppes at Boynton 701 N. Copngress Ave. Boynton Beach Oct-26	42,490 Retail 1989	2,630 2,630	$35.00	$10.00 (est.)	$45.00	Asking rate quoted on a net basis, signed Dec-2025, Suite 12, in-line strip-center space, restaurant use allowed
4	614-618 E. Ocean Ave. Boynton Beach Oct-26	3,000 Retail 1957	2,750 2,750	$45.00	$10.00 (est.)	$55.00	Asking rate quoted on a net basis, signed Nov-2025, partial standard build-out.
5	301 NW 1st St. Boynton Beach Oct-26	1,272 Retail 1954	1,272 1,272	N/A	N/A	$40.00	Asking rate quoted on a gross basis, signed Jun-2025, average condition, full professional services build-out
6	Boynton Promenade 901 N. Congress Ave. Boynton Beach Oct-26	39,577 Retail 1985	3,013 3,013	N/A	N/A	$36.00	Asking rate quoted on a gross basis, signed Feb-2025, Suite D-107, in-line strip center, partial standard retail build-out
Sub.	136 W Boynton Beach Blvd. Boynton Beach	2,016 Retail 1965	1,344 672	$45.50 $35.71	$14.17 $0.00	$59.67 $35.71	Standard retail build-out, average conditiion, corner location

Conclusion of Market Rent

The low end of the survey range is set by Rent Comp 6 at $36.00 per square foot per year on a gross basis. The average of the subject's rents would be expected to rent at an overall rate above this comparable.

The high end of the survey range is set by Rent Comp 4 at $55.00 per square foot per year on a gross basis The average of the subject's rents would be expected to rent at an overall rate below this comparable.

The middle of the survey range is set by Rent Comps 1, 2, 3 and 5 which range between $40.00 to $52.50/sf/yr. The average of the subject's rents would be expected to rent at an overall rate within this range as is indicated by the current actual leases rates.

The subject's Suite A space of 1,344 square feet rents at a gross rate of $61.67/sf/yr, slightly higher than the range of local rates in the survey.

The subject's Suite B space of 672 square feet rents at a gross rate of $35.71/sf/yr, slightly lower than the range of local rates in the area.

The average gross rental rate of the subject's two spaces is $48.69/sf/yr which is within the middle range of the survey. The average rate of the subject's two spaces is considered to be renting within market norms, overall.

The subject's Suite B space of 672 square feet is currently renting on a month-to-month basis, and is renting at the lower end of the survey range. Therefore, an increase in rent from $35.71/sf/yr to a market rate would be expected. The appraisers are therefore projecting rent for Space B to be $40.00/sf/yr on a gross basis, similar to the rate of the nearest Rent Comp 5, at 301 NW 1st St, Boynton Beach.

Vacancy

The subject is currently 100% occupied. There was some vacancy noted throughout the area, though some comparables were noted to be fully occupied. Current vacancy for retail submarkets researched in CoStar indicated vacancy rates as follows:

Jupiter 4.9%
North Palm Beach 3.8%
West Palm Beach 3.8%
Royal Palm Beach 6.7%
Boynton/Lantana 2.7%
Palm Springs/Lake Worth 2.4%
Delray Beach 5.2%

Vacancy in the nearby submarkets surveyed in our research ranged from a low of 2.4% & to a high of 6.7% with a mean of 4.21%. Based on the foregoing, and the subject's submarket area having a lower than average vacancy rate, we conclude an investor would utilize a long-term vacancy and rent loss rate of 4.0 percent for the subject property.

Income Formulation

INCOME FORMULATION					
Potential Gross Income (PGI)					
Base net rent Suite A	1,344	SF @	$47.50	per SF	$63,840
Pass through Suite A	1,344	SF @	$14.17	per SF	$19,044
Gross rent Suite B	672	SF @	$40.00	per SF	$26,880
Total					$109,764
Less Vacancy @			4.0% of PGI	-	$4,391
Effective Gross Income (EGI)					$105,374
Estimated Effective Gross Income (EGI)					**$105,374**

Operating Expenses

The property owner provided the appraisers with current income and expenses. We have utilized this information along with publicly available information, industry surveys and operating expenses from similar properties contained within our past appraisal files to project expenses for the subject going forward. The income and operating expenses data and the appraiser's expense projections are summarized in the following table, which is followed by a discussion of the appraisers' projected expenses.

Real Estate Taxes

As shown in the Assessment and Taxes section of this report, the 2025 tax bill amounts to roughly $16,102. The taxes can be paid early to incur up to a 4% discount. It is safe to assume that a prudent owner would take advantage of the 4% discount offered for early payment. This is customary in this market. We have projected this expense, going forward, with the discount and rounded to $15,460, or roughly $7.67 per square foot of building area.

Insurance

Insurance expense for Suite A is a pass-through expense specified as 66% of the annual premium. The balance 33% of the premium for Suite B is estimated. Going forward the appraisers have estimated this expense at $9,153 per year, or roughly $4.54 per square foot of building area.

Utilities

Utilities are typically paid by the tenants based on usage and not considered an expense.

Repairs, Maintenance, Pest Control

Based on annual pest control expenses for the prior year, repairs and maintenance, including pest control is projected at 3.0% of Effective Gross Income, or roughly $1.59 per square foot of building area.

Management and Leasing

Professional property management rates are generally 3% to 6% of effective gross income. Some owners self-manage, and pay this fee to themselves or a related company. PwC Real Estate Investor Survey published by PwC reports on different key valuation issues in each of their quarterly reports, including typical management fees being charged by professional property managers, in large part for institutional properties. In their most recent third quarter report, 2026, they indicate that investors in the National Unanchored Strip Centers market have been applying this item at between 2.00% and 7.00% with an average of 4.13%. As such, the subject is not an institutional quality property and would be expected to have a slightly higher rate and the appraisers are projecting this expense at 4.0% of Effective Gross Income, or $2.08 per square foot of building area.

Legal, Professional, and Miscellaneous Fees

These expenses would include legal fees, accounting fees, appraisal fees, and any other professional services that might be required. These expenses can be substantial in some years because of attorney or appraisal fees, while almost non-existent in others when the building is occupied and operating smoothly. The appraisers have estimated this expense at 1% of Effective Gross Income or $0.55 per square foot of building area. In those years where little or no miscellaneous expenses are actually incurred, this would be treated as a reserve for future years.

Total Expenses and Support

Expenses can vary from year to year. They can fluctuate with the degree and quality of maintenance. Additionally, the occupancy and turnover rate can noticeably affect expenses. Many expenses do not fluctuate much with rental rate changes; i.e. - insurance, taxes, lawn service, etc. Thus, if the rental income is less than it could be, the expense ratio will be higher than it should be and vice versa.

RECONSTRUCTED OPERATING STATEMENT					
YEAR	**2025 actual provided by the owner**		**Appraisers' projection**		
INCOME	**Total**	**$/SF**	**Total**	**$/SF**	**% EGI**
Potential Net Rent Suite A, 1,344 SF	$ 63,840	$ 47.50	$ 63,840	$ 47.50	
Reimbursements Suite A, 1,344 SF	$ 19,044	$ 14.17	$ 19,044	$ 14.17	
Potential Gross Rent Suite B, 672 SF	$ 23,997	$ 35.71	$ 26,880	$ 40.00	
Less Vacancy and Collection Loss @		4.0%	($4,391)	$ (2.18)	
EFFECTIVE GROSS INCOME	**$ -**	**0**	**$ 105,373**	**$ 52.27**	**100.0%**
EXPENSES	**Total**	**$/SF**	**Total**	**$/SF**	**% EGI**
RE Taxes	$ 7,494	$ 3.72	$ 15,458	$ 7.67	14.7%
Insurance 66% A +(33% B est.)	$ 6,041	$ 3.00	$ 9,153	$ 4.54	8.7%
Utilities - paid by tenants	$ -	$ -	$ -	$ -	0.0%
Maintenance, repairs, pest control	$ 2,867	$ 1.42	$ 3,200	$ 1.59	3.0%
Management		$ -	$ 4,200	$ 2.08	4.0%
Gen. Admin., Legal, Prof. & Misc. Fees		$ -	$ 1,100	$ 0.55	1.0%
TOTAL EXPENSES	**$ (16,402)**	**$ (8.14)**	**$ (33,111)**	**$ (16.42)**	**-31.4%**
NET INCOME	**NA**	**NA**	**$ 72,262**	**$ 35.84**	**68.6%**

The following table is a summary of comparable expense data for retail properties that we track in an in-house database.

RETAIL EXPENSE COMPARABLES SUMMARY TABLE										
	Income	**RE Taxes**	**Insurance**	**Utilities**	**Repairs & Maint CAM**	**Management & Leasing**	**Gen. Admin Legal, Prof. & Misc.**	**Total Before RE Taxes**	**Total Including RE Taxes**	**% of Income**
Average:	**$27.00**	**$4.17**	**$1.10**	**$0.93**	**$1.65**	**$2.06**	**$0.79**	**$5.39**	**$9.56**	**38%**
Range of One St. Dev. (Min):	$13.90	$2.07	$0.39	$1.15	$0.88	$0.69	$0.07	$4.75	$8.17	23%
Range of One St. Dev. (Max):	$31.58	$5.71	$1.33	$2.27	$2.66	$3.75	$1.47	$9.91	$14.27	53%

We have estimated the total expenses for the subject at $33,111 or 31.4% of the Effective Gross Income (EGI). This appears to be in line with the surveyed rates exhibited in the preceding table.

Net Income Estimate

Based on the previously derived Effective Gross Income and the preceding expenses, a net operating income of $72,262 is indicated for the subject.

Overall Capitalization Rate Selection

Capitalization is the process of converting income into value. The estimated net operating income is capitalized by dividing it by an appropriate rate (overall cap rate). The cap rate is an expression of the ratio between net operating income and value. This rate typically reflects an investor's expectations from the anticipated net income as well as future appreciation. Generally, the stronger a property's growth prospects are, the lower is the capitalization rate. Likewise, the lower the quality of the risk, the higher the rate. Since properties such as the Subject are typically leveraged, the availability and cost of mortgage funds can have a significant impact on the overall rate analysis.

The overall rate is normally derived via two methods; extraction from the market and investor surveys. These methods are detailed as follows.

Market Extraction

The equation utilized to extract overall rates directly from market sales is as follows:

Ro = I/V

Ro = Overall capitalization rate (OAR)
I = Net income
V = Value (purchase price)

Primarily, a property's location, age, condition, and other risk factors determine cap rates. Newer properties in the best locations have the lowest rates, because the risk is lower, and the potential for appreciation greater, and vice versa. Properties with below market leases will usually have a lower cap rate, reflecting the potential for rent increases on rollover.

We were not able to gather sufficient data on all of the comparable sales utilized in the sales comparison approach to derive overall capitalization rates (OAR). Therefore, we have included capitalization rates from other similar properties that sold or are listed for sale. We believe that these cap rates are sufficiently reliable to be used along with the other method listed to estimate the subject's OAR. The data used is shown in the following table.

MARKET DERIVED OAR'S				
Sale Date	**OR Bk/ Page**	**Property Address**	**Sale Price**	**OAR**
Aug-26	36738 1744	5055 10th Avenue N Greenacres, FL 33463	$2,398,000	6.50%
Apr-26	36425 0900	8961 Okeechobee Boulevard West Palm Beach, FL 33411	$2,940,000	5.81%
Jan-26	36258 1215	4687 Hypoluxo Road Lake Worth, FL 33463	$2,947,000	4.40%
Dec-25	36179 0185	720 Lake Avenue Lake Worth, FL 33460	$1,250,000	5.00%
May-25	35760 0502	1315 W Boynton Beach Boulevard Boynton Beach, FL 33435	$1,340,024	6.46%

National Publication

In addition to the preceding, we consulted research published by nationally recognized real estate research company PwC in their PwC Real Estate Investor Survey.

PWC REAL ESTATE INVESTOR THIRD QUARTER 2026				
Overall Capitalization Rates				
Market	Range			Mean
Southeast Florida Office	6.00%	to	10.00%	7.33%
National Unanchored Strip Centers	5.00%	to	9.00%	6.75%

Capitalization Rate Summary

Method	*Range*	*Mean*
Local Data Direct Sales Abstraction	4.40% to 6.50%	5.63%
PwC Southeast Florida Office Third Quarter 2026	6.00% to 10.00%	7.33%
PwC National Unanchored Strip Centers Third Quarter 2026	5.00% to 9.00%	6.75%

Overall Capitalization Rate Conclusion

Considering the subject is not an institutional quality asset, most of the data would seem to indicate that an OAR in the 5% to 8% range would be appropriate.

The subject is a multi-tenant commercial building in a corner location on West Boynton Beach Boulevard in the downtown core. These factors would put downward pressure on the OAR, from an investor's viewpoint. We have projected a large increase in the tax liability following a proposed sale, which may or may or may not be fully realized. This would also put downward pressure on the OAR. The property is also attractive to a partial owner user who could occupy one suite while collecting rent on the remaining tenant. Considering the previous, we believe an investor in the subject would be willing to accept an initial OAR within the range of the local OAR's and at the lower end of the ranges of the PwC South Florida Office and National Unanchored Strip Centers rates.

Considering the preceding data and discussion, we believe an OAR conclusion of 6% would be appropriate.

Capitalization Into Value

The following exhibit summarizes our income analysis and capitalization into value.

INCOME CAPITALIZATION						
POTENTIAL GROSS INCOME						
Base net rent Suite A	1,344 SF @	$47.50 per SF=	$	63,840		
Pass through Suite A	1,344 SF @	$14.17 per SF=	$	19,044		
Base gross rent Suite B	672 SF @	$40.00 per SF=	$	26,880		
			$	109,764	(Total)	
LESS VACANCY @		4.0%	$	(4,391)		
EFFECTIVE GROSS INCOME			**$**	**105,374**	**%EGI**	
EXPENSES						**$/SF**
RE Taxes			$	15,458	14.7%	$7.67
Insurance			$	9,153	8.7%	$4.54
Utilities			$	-	0.0%	$0.00
Repairs, Maintenance, Pest Control			$	3,200	3.0%	$1.59
Property Management			$	4,200	4.0%	$2.08
Legal, Professional & Misc.			$	1,100	1.0%	$0.55
TOTAL EXPENSES			$	(33,111)	-31.4%	($16.42)
NET INCOME			**$**	**72,263**	**68.6%**	**$35.84**
Net Income Capitalized @				6.00%	= $1,204,382	
Rounded to:						
INDICATED VALUE ESTIMATE VIA INCOME ANALYSIS:						**$1,200,000**

VALUE VIA INCOME CAPITALIZATION APPROACH: $1,200,000

SALES COMPARISON APPROACH

The sales comparison approach is the process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. (Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022.)

The sales comparison approach requires that the appraiser locate recent sales of similar properties and through an adjustment process arrive at an indication of what these properties would have sold for if they possessed all of the salient characteristics of the subject property. These adjusted sales prices are then correlated into an estimate of the market value of the property via the sales comparison approach to value.

A search of the Palm Beach County official records, local multiple listing service records, discussions with local brokers and appraisers and a personal inspection of the subject area produced several sales of similar type properties. The sales used in the analysis were the best comparables that we were able to verify with public records and/or a party to the transaction.

The following pages feature a detailed write up of each comparable used in the analysis, a location map and summary of the selected comparable sales data, which is followed by a discussion of the pertinent adjustments and conclusion of value.

SALE NO. 1 - 2964 2nd Avenue North, Palm Springs, FL 33461
AC File No.: 2210569, 2250192 ID: 914387



OR Book/Page: 35561/1844 Type: Retail
Sale Status: Sale Sub-Type: Single Tenant (Retail)

Date:	February 4, 2025
Grantor:	2964 Second Ave, LLC
Grantee:	Profit Planet LLC
Legal:	Model Land Company Sub North 133 feet of West 68.15 feet of East 165 feet of Tract 104 in PB 5, Page 79, Palm Beach County, Florida
Folio No.:	70-43-44-20-01-104-0100
Location:	South side of 2nd Avenue North, just east of South Congress Avenue in Palm Springs, Florida
Zoning:	CG - Commercial General by Palm Springs
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 8,178	Acres: 0.188
	Shape: Rectangular	Street Frontage (Ft.): 69
Improvements:	Gross Bldg. SF: 1,200	Year Built: 1962
	Stories: 1	No. of Bldgs.: 1
	Condition: Average	
	Parking: On-site, adequate	
	Air Conditioning: Central air	
	Construction: CBS	
FAR:	0.15	
Use:	Use at Time of Sale: Retail	
	Intended Use: Retail	
	Highest and Best Use: Commercial	
Verification:	Source: CoStar Comps, Deed, MLS	
	Relationship: Public Record	
	Conditions of Sale: Arm's-length	
	Verified By: Z. Rossetti	
	Date: May 6, 2025	
Sales History:	Previously sold for $440,000 in June 2021, recorded in Palm Beach County OR Book 32626 Page 1951	
Sales Price:	$445,000	
Price/SF Building:	$370.83	
Financing:	Private financing in the amount of $356,000 with a 1-year balloon.	

Comments:

This is the sale of a free-standing commercial building that is reportedly renovated. The property was not listed for sale. The buyer purchased the property for investment purposes. At the time of the sale write-up, the property was listed for lease on the MLS for $5,000 per month or approximately $50.00 per square foot on a modified gross basis with a marketing time of 36 days on market.

SALE NO. 2 - 217 Northeast 3rd Street, Boynton Beach, FL 33435
AC File No.: 2250402.024 ID: 914639



OR Book/Page: 35565/0270 Type: Retail
Sale Status: Sale Sub-Type: Multi-Tenant (Retail)

Date:	February 18, 2025
Grantor:	Mr. Rodriguez Enterprises LLC
Grantee:	217 NE 3rd St LLC
Legal:	Town of Boynton LTS 1 & 2 & E 33.5 FT OF LT 3 BLK 3
Folio No.:	08-43-45-28-03-003-0010
Location:	Southwest corner of Boynton Beach Boulevard and Northeast 3rd Street, Boynton Beach
Zoning:	C3 - Community Commercial by Boynton Beach
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 15,682	Acres: 0.360
	Shape: Rectangular	Street Frontage (Ft.): 252
Improvements:	Gross Bldg. SF: 4,920	Year Built: 1955
	Stories: 1	No. of Bldgs.: 2
	Condition: Average	
	Parking: On-site, adequate	
	Air Conditioning: Central	
	Construction: CBS	
FAR:	0.31	
Use:	Use at Time of Sale: Retail strip center	
	Intended Use: Retail strip center	
	Highest and Best Use: Commercial	
Verification:	Source: PR, CoStar# 7103131 via Chelsea Rodriguez	
	Relationship: seller	
	Conditions of Sale: Arm's-length	
	Verified By: W Spengler	
	Date: November 19, 2025	
Sales History:	No transactions in the previous five years	
Sales Price:	$1,350,000	
Price/SF Building:	$274.39	
Financing:	Cash to seller	

Comments:

3,240 SF building with 5 retail tenants; Venasky Tailor, barbershop, tax services, tuxedo rentals and nail salon, fronting Boynton Beach Boulevard and 1,680 SF auto repair shop fronting NE 3rd Street. 112 front feet on Boynton Beach Boulevard with 1 curb cut, and 140 front feet on NE 3rd Street with access to four garage bays.

SALE NO. 3 - 602 Lucerne Avenue, Lake Worth Beach, FL 33460
AC File No.: 2250314.000, 2260040.000 ID: 914732



OR Book/Page: 35963/0710 Type: Retail
Sale Status: Sale Sub-Type: Multi-Tenant (Retail)

Date:	August 15, 2025
Grantor:	Christine P Young & Debra A Ayers
Grantee:	602 Lucerne LLC
Legal:	TOWN OF LAKE WORTH LTS 21 THRU 25 BLK 22
Folio No.:	38-43-44-21-15-022-0210
Location:	Northwest corner of Lucerne Avenue & North L Street, Lake Worth Beach
Zoning:	DT - Downtown by Lake Worth Beach
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 16,990	Acres: 0.390
	Shape: Rectangular	Street Frontage (Ft.): 260
Improvements:	Gross Bldg. SF: 4,875	Year Built: 1951
	Stories: 1	No. of Bldgs.: 1
	Condition: Average	
	Parking: On-site, adequate	
	Air Conditioning: Central air	
	Construction: CBS	
FAR:	0.29	
Use:	Use at Time of Sale: Retail	
	Intended Use: Commercial	
	Highest and Best Use: Commercial	
Verification:	Source: Paul Snitkin with Anderson Carr, Inc.	
	Relationship: Listing Broker	
	Conditions of Sale: Arm's-length	
	Verified By: W. Spengler, K. Doran	
	Date: September 5, 2025	
Sales History:	No transactions in the previous five years	
Sales Price:	$2,100,000	
Price/SF Building:	$430.77	
Financing:	Cash to seller	

Comments:

This property was on the market for approximately 17 months prior to contract. The buyer purchased the property for an investment.

SALE NO. 4 - 805 N. Federal Highway, Boynton Beach, FL 33435
AC File No.: 2260136 ID: 914811



OR Book/Page: 36326/0085 Type: Retail
Sale Status: Sale Sub-Type: Single Tenant (Retail)

Date:	January 16, 2026
Grantor:	Seaquatic Holdings, LLC
Grantee:	Robs Classic, LLC
Legal:	Lot 17, Block 1, Lake Addition to Boynton, in Plat Book 11, Page 71 Palm Beach County together with the 20-foot abandoned right-of-way alley lying West of and adjacent to said lot, Less the Easterly 17 feet thereof.
Folio No.:	08-43-45-21-32-001-0170
Location:	West side of N. Federal Highway, just north of E. 6th Avenue in Boynton Beach, Florida
Zoning:	C4 - General Commercial District by Boynton Beach
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 5,436	Acres: 0.125
	Shape: Rectangular	Street Frontage (Ft.): 48
Improvements:	Gross Bldg. SF: 1,796	Year Built: 1954
	Stories: 1	No. of Bldgs.: 1
	Condition: Average	
	Parking: On-site, adequate	
	Air Conditioning: Central air	
	Construction: CBS	
FAR:	0.33	
Use:	Use at Time of Sale: Retail	
	Intended Use: Retail	
	Highest and Best Use: Retail	
Verification:	Source: Henry Dirksen with Noirre Real Estate Partners via CoStar	
	Relationship: Listing agent	
	Conditions of Sale: Arm's-length	
	Verified By: K. Doran	
	Date: March 30, 2026	
Sales History:	No transactions in the previous five years	
Sales Price:	$670,000	
Price/SF Building:	$373.05	
Financing:	First Citizens Bank & Trust Company provided financing in the amount of $573,750	

Comments:

This property was on the market for approximately 6.5 months prior to contract with a list price of $695,000.

SALE NO. 5 - 536 East Gateway Boulevard, Boynton Beach, FL 33435
AC File No.: 2260309.000 ID: 914973



OR Book/Page: 36435/1906 Type: Retail
Sale Status: Sale Sub-Type: Single Tenant (Retail)

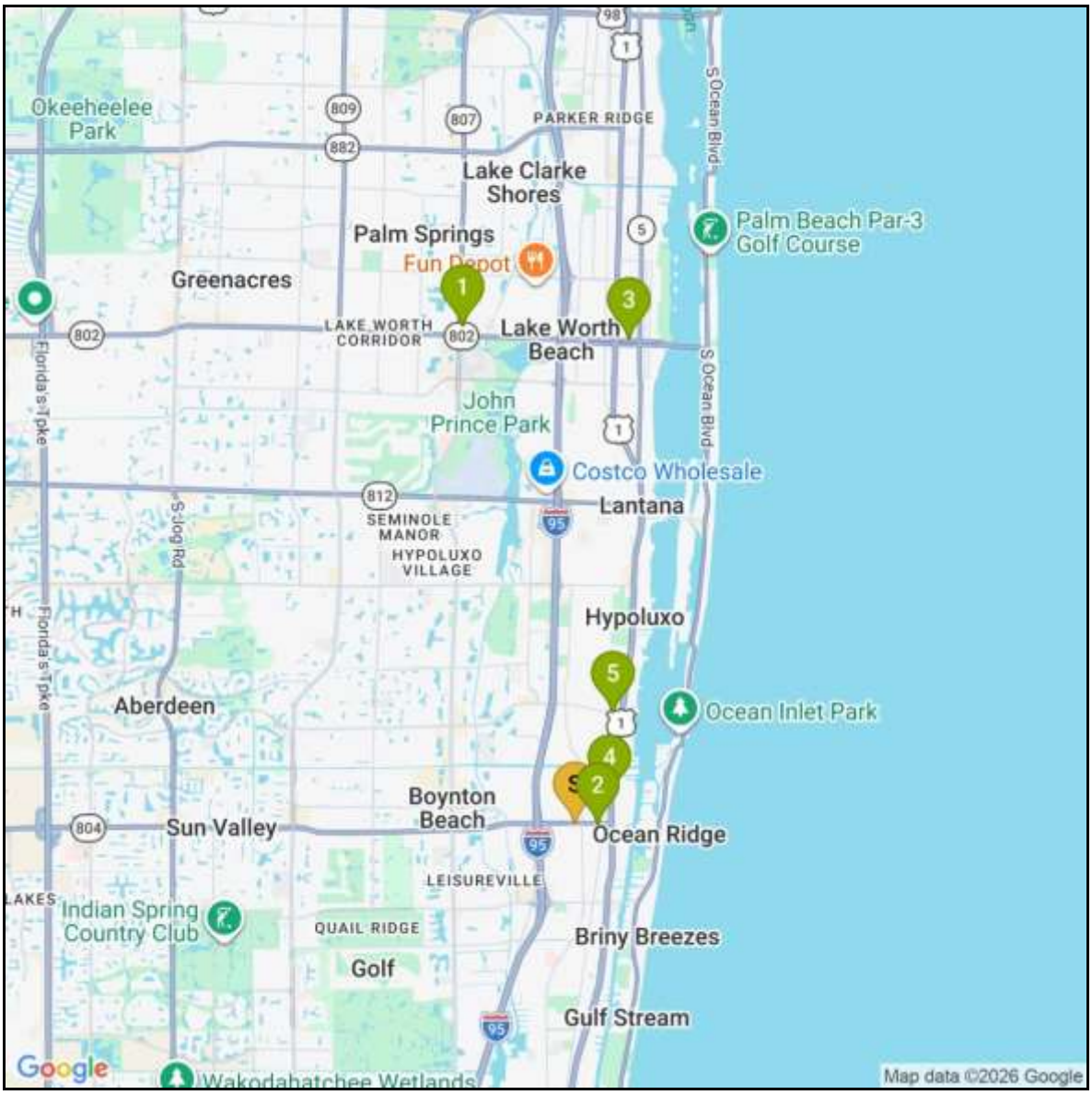
Date:	March 31, 2026
Grantor:	Seaglades Investment Company, Inc.
Grantee:	CNREYES, LLC
Legal:	Lots 3 and 4, Block 13, Amended Plat of Boynton Ridge, recorded in Plat Book 24, Page 28, Public Records of Palm Beach County, Florida
Folio No.:	08-43-45-15-07-013-0030
Location:	South side of Gateway Boulevard, roughly 515 feet west of South Federal Highway, Boynton Beach
Zoning:	C2 - Neighborhood Commercial by Boynton Beach
Utilities:	Municipal water and sewer, electricity, and telephone

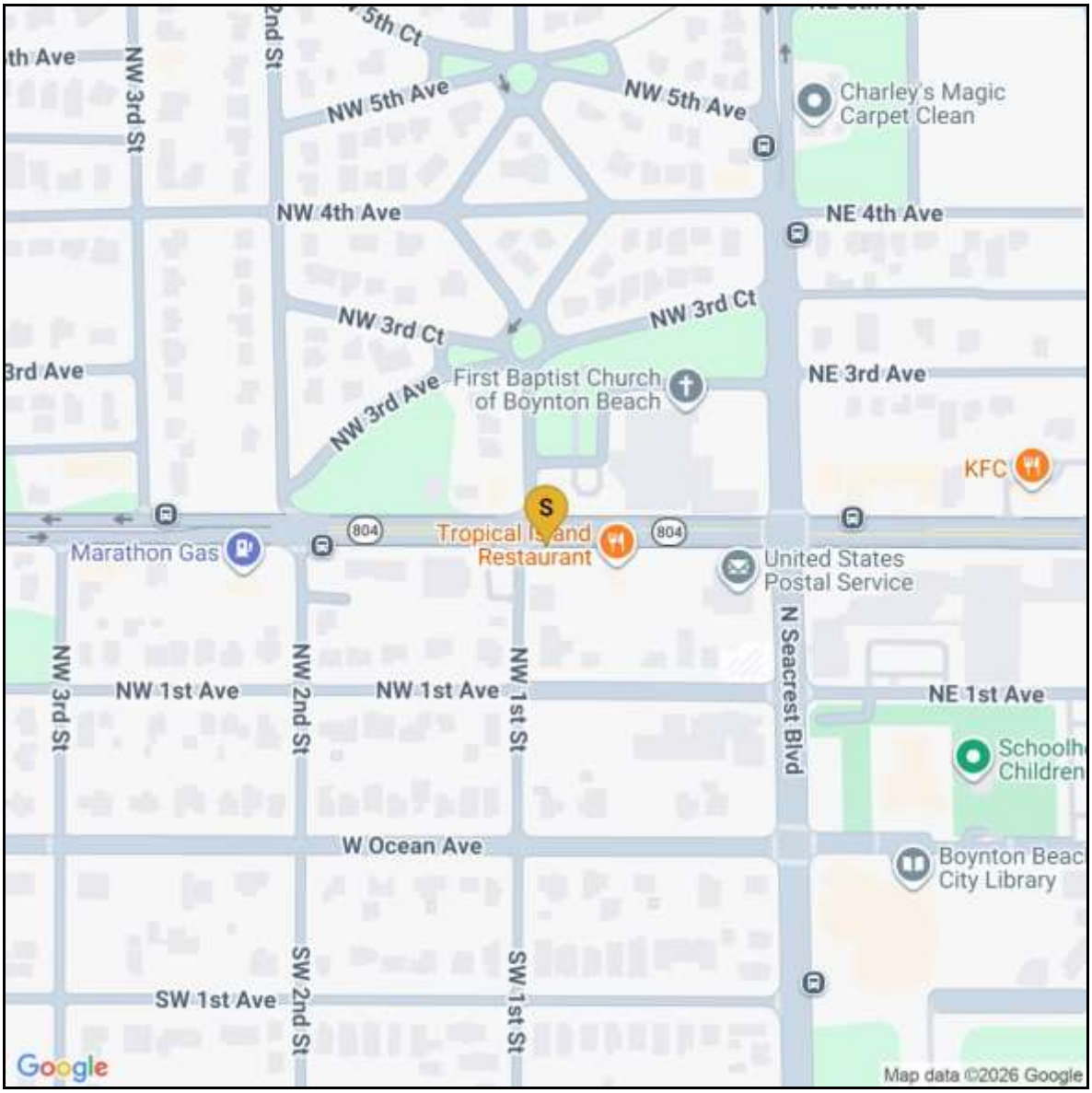
Site Size:	Square Feet: 10,894	Acres: 0.250
	Shape: Irregular	Street Frontage (Ft.): 100
Improvements:	Gross Bldg. SF: 3,276	Year Built: 1975
	Stories: 1	No. of Bldgs.: 1
	Condition: Average	
	Parking: On-site, adequate	
	Air Conditioning: Central air	
	Construction: CBS	
FAR:	0.30	
Use:	Use at Time of Sale: Retail	
	Intended Use: Retail	
	Highest and Best Use: Retail	
Verification:	Source: PR, CoStar# 7628252	
	Relationship: N/A	
	Conditions of Sale: Arm's-length	
	Verified By: W. Spengler	
	Date: August 1, 2026	
Sales History:	No transactions in the previous five years	
Sales Price:	$1,020,000	
Price/SF Building:	$311.36	
Financing:	Regions Bank provided $523,000 purchase financing	

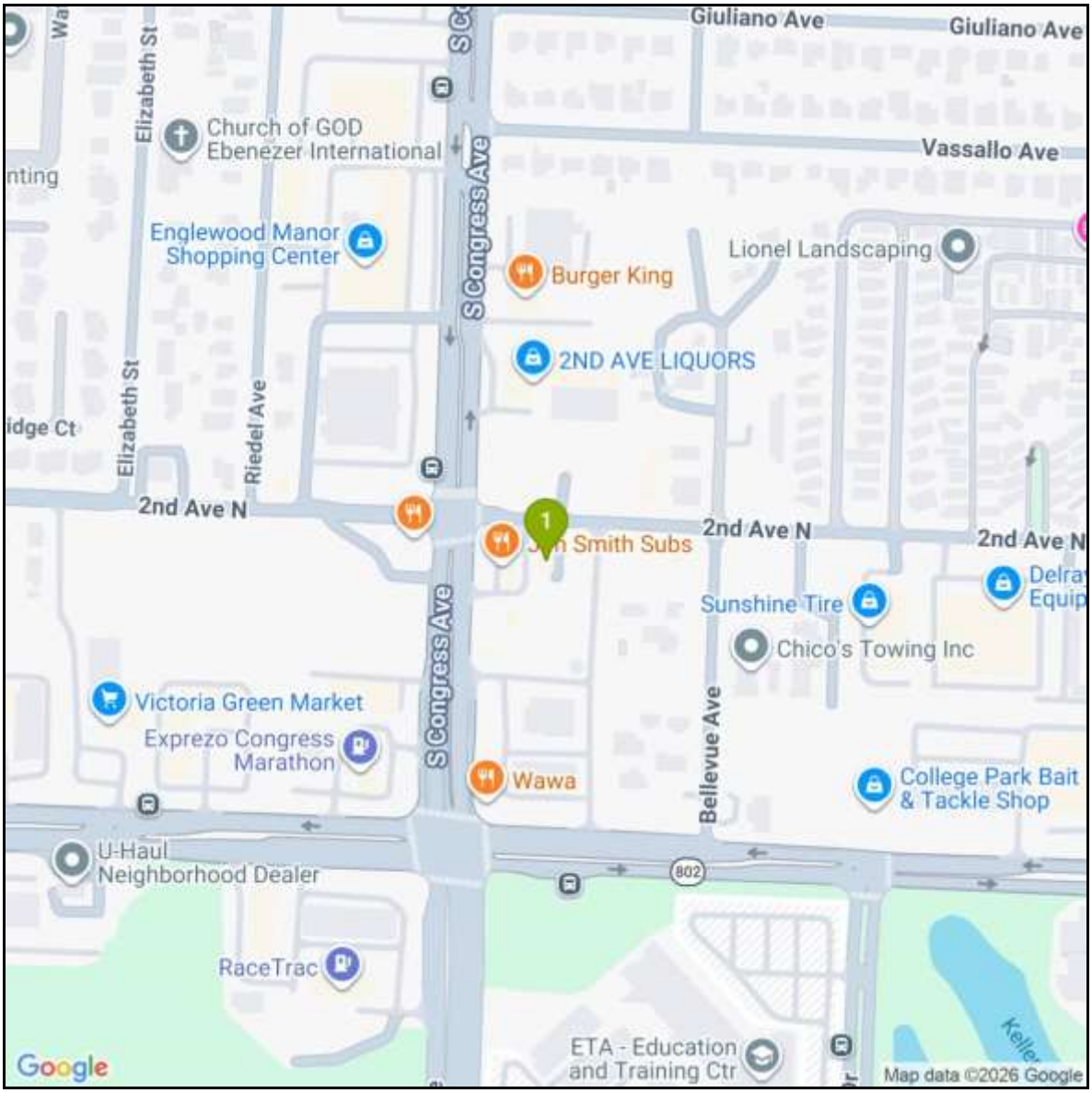
Comments:

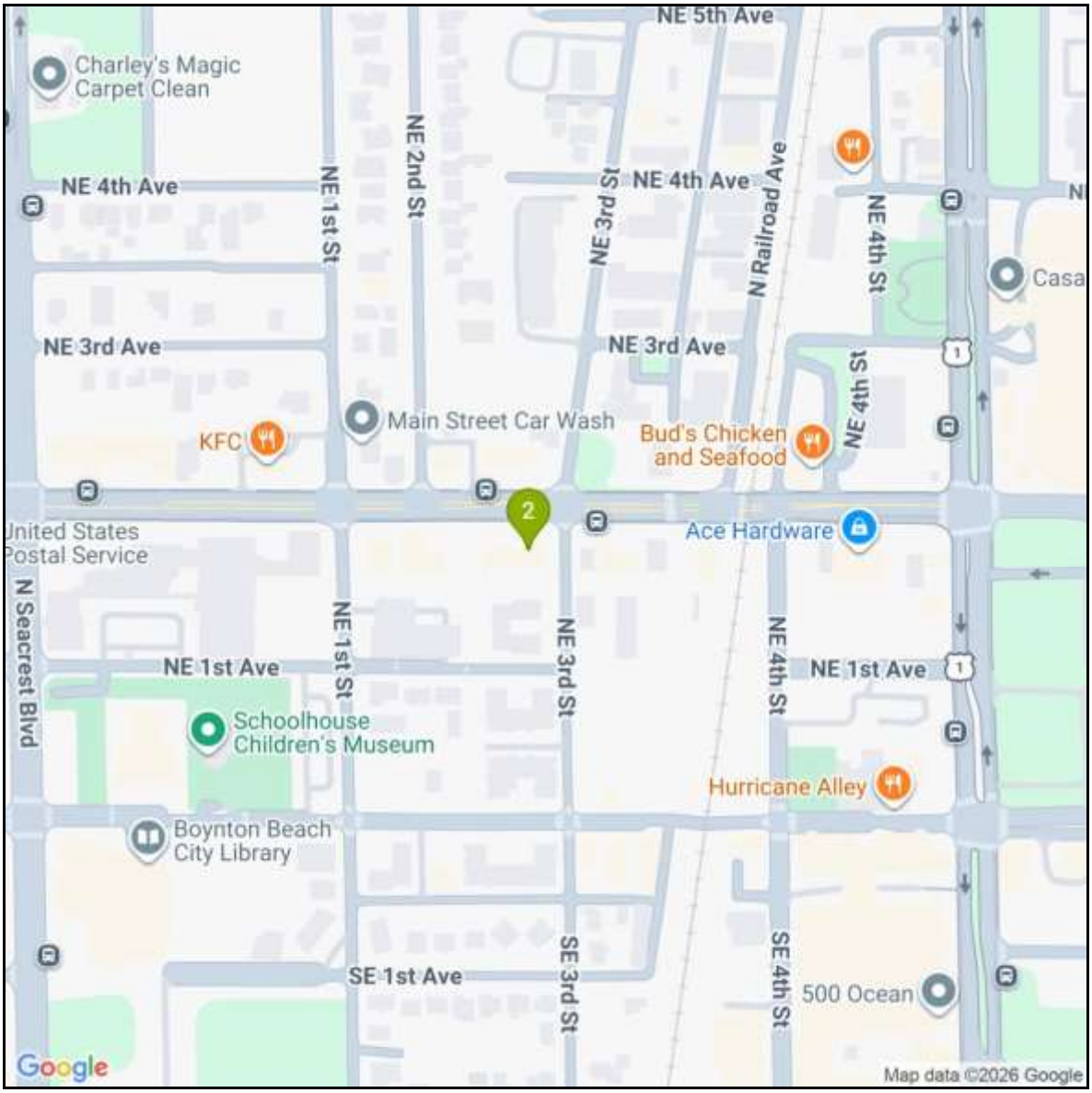
Commercial building occupied by Caribbean Meat Market & Grocery, front perpendicular parking for 10 vehicles and rear perpendicular parking for 10 vehicles.

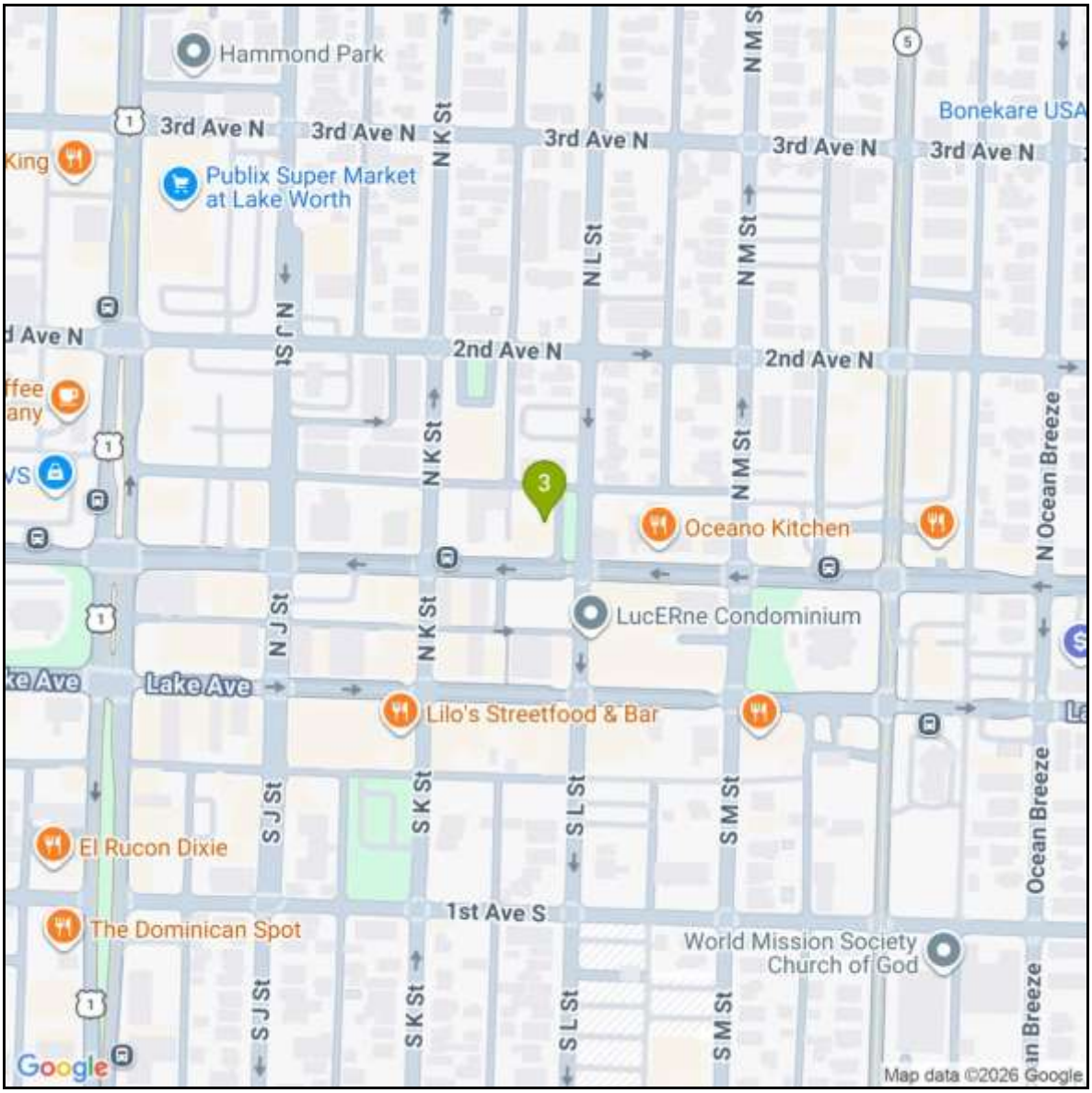
Comparable Sales Locations Maps

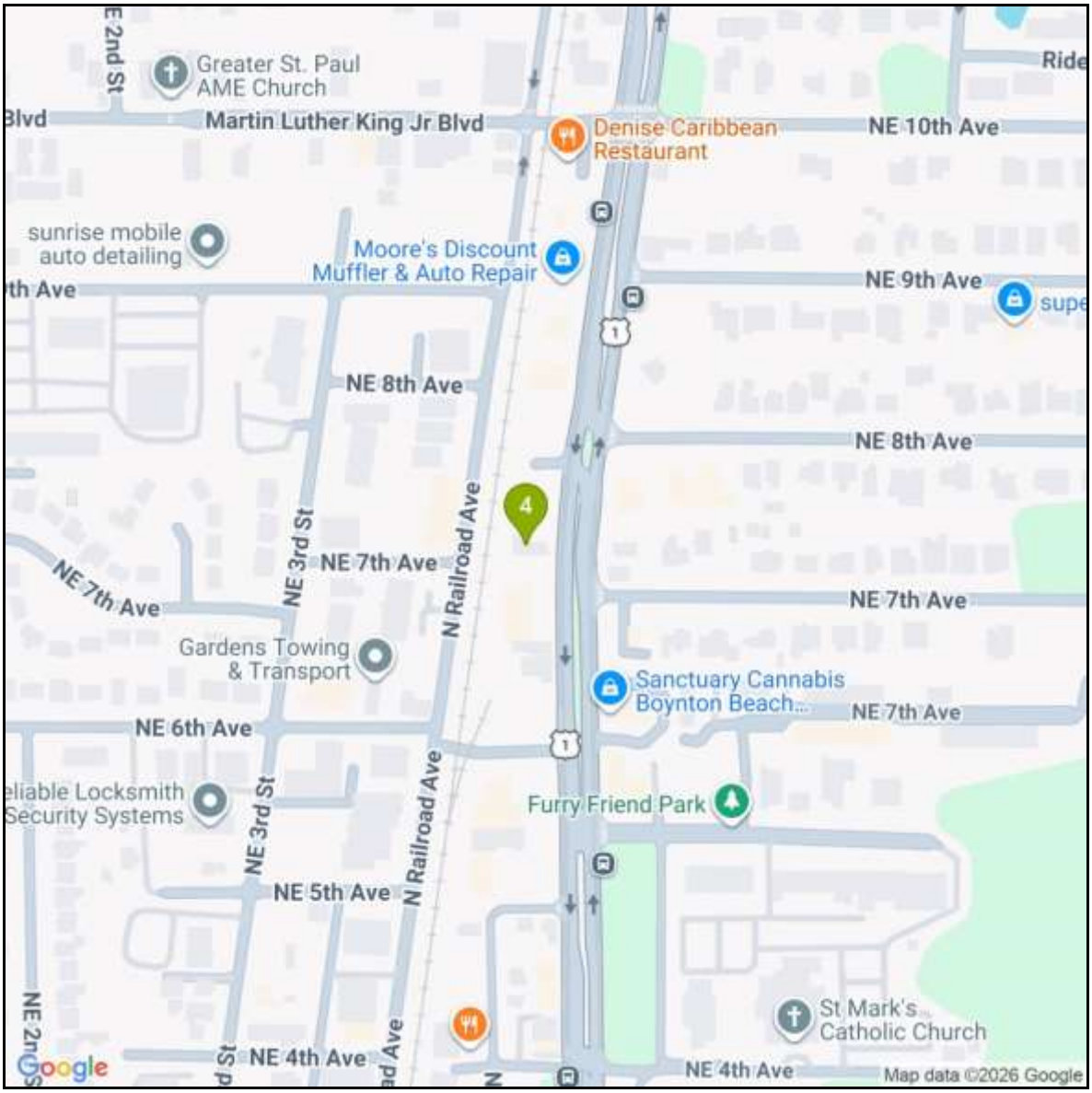


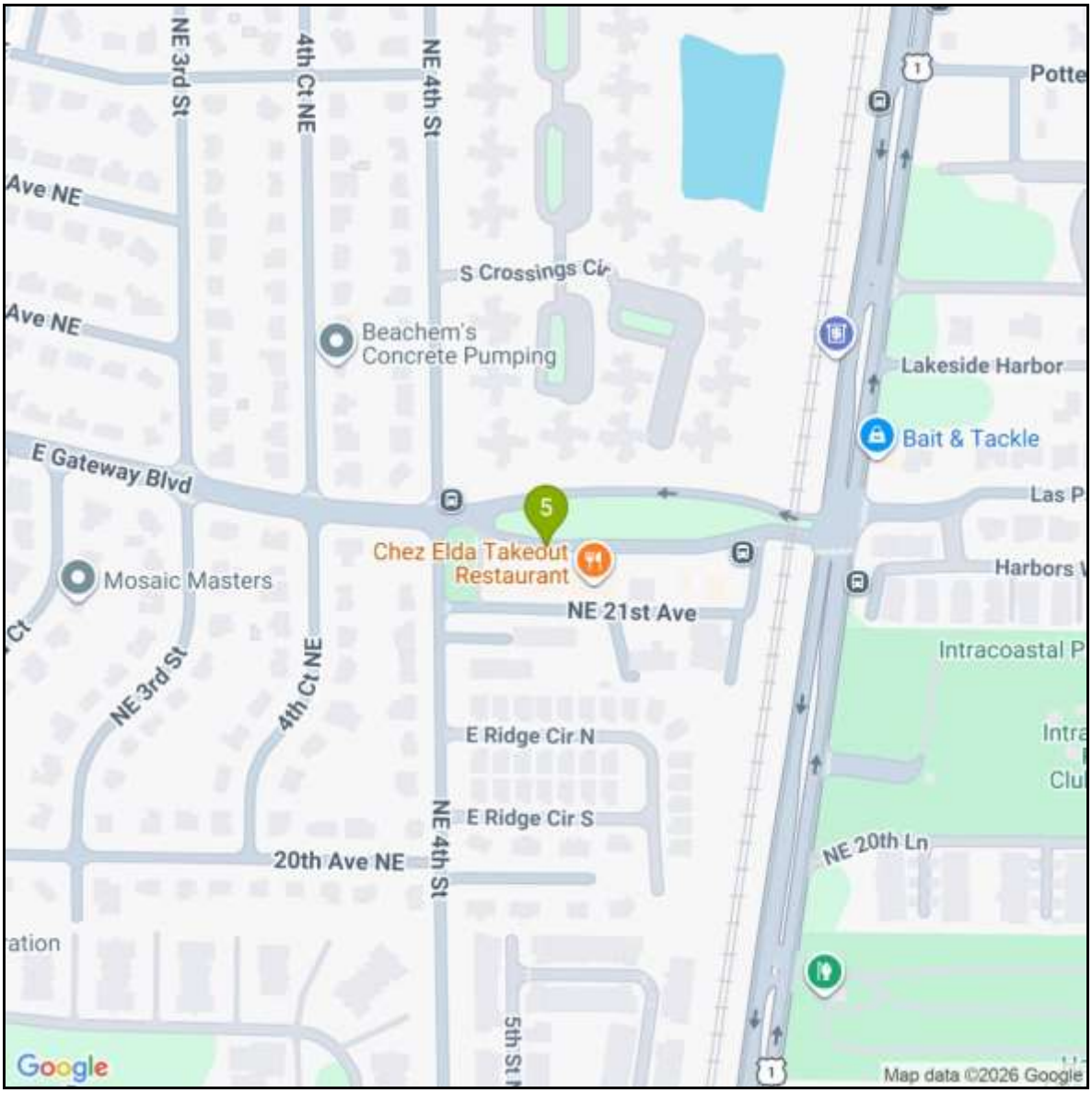

NW 5th Ave
NW 5th Ave
Charley's Magic Carpet Clean
NW 4th Ave
NE 4th Ave
NW 3rd Ct
NW 3rd Ct
NW 3rd Ave
First Baptist Church of Boynton Beach
NE 3rd Ave
KFC
S
804
804
Marathon Gas
Tropical Island Restaurant
United States Postal Service
NW 3rd St
NW 1st Ave
NW 2nd St
NW 1st Ave
NW 1st St
N Seacrest Blvd
NE 1st Ave
W Ocean Ave
Boynton Beach City Library
SW 1st Ave
SW 2nd St
SW 1st St
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Giuliano Ave
Giuliano Ave
Elizabeth St
Church of GOD
Ebenezer International
Vassallo Ave
S Congress Ave
Englewood Manor
Shopping Center
Burger King
Lionel Landscaping
2ND AVE LIQUORS
Elizabeth St
Riedel Ave
2nd Ave N
2nd Ave N
2nd Ave N
Smith Subs
Sunshine Tire
Chico's Towing Inc
S Congress Ave
Victoria Green Market
Exprezo Congress
Marathon
Wawa
Bellevue Ave
College Park Bait
& Tackle Shop
U-Haul
Neighborhood Dealer
802
RaceTrac
ETA - Education
and Training Ctr
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NE 5th Ave
Charley's Magic Carpet Clean
NE 4th Ave
NE 1st St
NE 2nd St
NE 3rd St
NE 4th Ave
N Railroad Ave
NE 4th St
Casa
NE 3rd Ave
NE 3rd Ave
NE 4th St
KFC
Main Street Car Wash
Bud's Chicken and Seafood
2
United States Postal Service
Ace Hardware
N Seacrest Blvd
NE 1st St
NE 3rd St
NE 4th St
NE 1st Ave
NE 1st Ave
Schoolhouse Children's Museum
Hurricane Alley
Boynton Beach City Library
SE 1st Ave
SE 3rd St
SE 4th St
500 Ocean
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Hammond Park
3rd Ave N
3rd Ave N
N K St
3rd Ave N
N M St
3rd Ave N
3rd Ave N
Bonekare USA
King
Publix Super Market at Lake Worth
N L St
N M St
N J St
2nd Ave N
2nd Ave N
N K St
N M St
N Ocean Breeze
3
Oceano Kitchen
LucERne Condominium
N J St
N K St
Lake Ave
Lake Ave
Lilo's Streetfood & Bar
S J St
S K St
S L St
S M St
Ocean Breeze
El Rucon Dixie
1st Ave S
The Dominican Spot
World Mission Society Church of God
S J St
S K St
S L St
S M St
Google
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Greater St. Paul AME Church
Martin Luther King Jr Blvd
Denise Caribbean Restaurant
NE 10th Ave
sunrise mobile auto detailing
Moore's Discount Muffler & Auto Repair
NE 9th Ave
NE 8th Ave
NE 8th Ave
4
NE 3rd St
NE 7th Ave
N Railroad Ave
NE 7th Ave
NE 7th Ave
Gardens Towing & Transport
Sanctuary Cannabis Boynton Beach...
NE 7th Ave
NE 6th Ave
Furry Friend Park
NE 3rd St
N Railroad Ave
NE 5th Ave
St Mark's Catholic Church
NE 4th Ave
NE 4th Ave
Google
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NE 3rd St
4th Ct NE
NE 4th St
Ave NE
Ave NE
S Crossings Cir
Beachem's Concrete Pumping
Lakeside Harbor
Bait & Tackle
E Gateway Blvd
5
Chez Elda Takeout Restaurant
Mosaic Masters
NE 21st Ave
Intracoastal P
NE 3rd St
4th Ct NE
E Ridge Cir N
E Ridge Cir S
NE 4th St
20th Ave NE
NE 20th Ln
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SALES SUMMARY TABLE								
Sale No. Date	OR Bk Page	Property Address	Land Area SF Acres	Year Built	Gross Bldg. SF	FAR	Sale Price	Price/SF of Bldg.
1	35561	2964 2nd Avenue North	8,178	1962	1,200	0.15	$445,000	$370.83
Feb-25	1844	Palm Springs	0.19					
2	35565	217 Northeast 3rd Street	15,682	1955	4,920	0.31	$1,350,000	$274.39
Feb-25	0270	Boynton Beach	0.36					
3	35963	602 Lucerne Avenue	16,990	1951	4,875	0.29	$2,100,000	$430.77
Aug-25	0710	Lake Worth Beach	0.39					
4	36326	805 N. Federal Highway	5,436	1954	1,796	0.33	$670,000	$373.05
Jan-26	0085	Boynton Beach	0.12					
5	36435	536 East Gateway Boulevard	10,894	1975	3,276	0.30	$1,020,000	$311.36
Mar-26	1906	Boynton Beach	0.25					
Subj. Nov-26	N/A	136 West Boynton Beach Boulevard Boynton Beach	13,473 0.31	1965	2,016	0.15	N/A	N/A

Sales Summary and Discussion

In this analysis, we considered differences between the sales and the subject in terms of property rights sold, conditions of sale, financing, market conditions (trend or time adjustment), location, building and lot size, and quality and condition of the improvements.

The appraisers based the comparisons on a standardized unit of measure, the sale price per square foot of building area. The sale price per square foot of building area correlates well among the comparable sales and is commonly used by buyers in this type of analysis.

Conditions of Sale

All sales were reportedly market oriented. No adjustment consideration for conditions of sale was necessary.

Financing

We considered any indication of favorable financing. All sales were either on a cash basis or had market oriented financing, therefore, no differences were noted nor were adjustments made.

Market Conditions

The sales occurred over the period from February 4, 2025 to March 31, 2026. The subject property updated date of value is November 2, 2026. The market has shown stable market conditions over this time period. No adjustments are warranted.

Location

The subject property is located at 136 West Boynton Beach Boulevard in Boynton Beach. Sale 1 is in an inferior location off Congress Avenue in Palm Springs requiring an upward adjustment. Sale 2 is located on a corner along East Boynton Beach Boulevard, similar to the subject requiring no adjustment. Sale 3 is in a superior location in downtown Lake Worth Beach requiring a downward adjustment. Sale 4 is in a slightly inferior location along North Federal Highway in Boynton Beach requiring an upward adjustment. Sale 5 is located in an inferior location on Gateway Boulevard in Boynton Beach requiring an upward adjustment.

Size

Generally, larger properties will sell for a somewhat lower price per square foot of building than smaller ones, and vice versa, when all else is equal. The sales in this data set do appear to follow this pattern and some adjustment is warranted. Sale 1 is a significantly smaller size building requiring a downward adjustment. Sales 2 and 3 are significantly larger size buildings requiring upward adjustments. Sale 5 is a slightly larger building requiring an upward adjustment.

Quality/Condition/Appeal

This consideration takes into account differences in quality of construction, the property's physical condition and overall appeal. The subject property was reportedly built in 1965 and is of overall average design, condition and appeal. All the sales were in similar average condition requiring no adjustments.

FAR/Lot Coverage/Parking

The most significant factors involving lot coverage are the existence of excess land for potential of expansion of building space as well as the availability of on-site parking. The subject and Sale 1 have similar FAR and parking requiring no adjustment. The subject's building is currently positioned close to the west boundary with sufficient space on the eastern portion of the site for expansion of building area. Sales 2, 3, 4 and 5 have greater FAR without similar expansion potential requiring upward adjustments.

Zoning/Land Use

The subject property has a zoning designation of C2/Neighborhood Commercial by Boynton Beach with an underlying future land use of LRC/Local Retail Commercial by Boynton Beach.

Though they may vary by municipality, all of the comparables have similar commercial oriented designations that allow for similar uses as the subject. No adjustment is warranted.

QUANTITATIVE SALES ADJUSTMENT CHART - PRICE/SF GROSS BUILDING AREA													
Sale Date	Property Address	Gross Bldg. SF	Price/ Gross Building SF	Financing/ Adj. Price/ Gross Bldg. SF	Conditions of Sale/ Adj. Price/ Gross Bldg. SF	Market Conditions/ Adj. Price/ Gross Bldg. SF	Location	Building Size	Quality/ Cond/ Appeal	FAR/Lot Coverage/ Parking	Zoning/ Land Use	Final Combined Adjustment	Overall Indication
1	2964 2nd Avenue North	1,200	$370.83	0%	0%	0%	25%	-20%	0%	0%	0%	5%	$389.38
Feb-25	Palm Springs			$370.83	$370.83	$370.83							
2	217 Northeast 3rd Street	4,920	$274.39	0%	0%	0%	0%	20%	0%	15%	0%	35%	$370.43
Feb-25	Boynton Beach			$274.39	$274.39	$274.39							
3	602 Lucerne Avenue	4,875	$430.77	0%	0%	0%	-25%	20%	0%	15%	0%	10%	$473.85
Aug-25	Lake Worth Beach			$430.77	$430.77	$430.77							
4	805 N. Federal Highway	1,796	$373.05	0%	0%	0%	10%	0%	0%	15%	0%	25%	$466.31
Jan-26	Boynton Beach			$373.05	$373.05	$373.05							
5	536 East Gateway Boulevard	3,276	$311.36	0%	0%	0%	20%	10%	0%	15%	0%	45%	$451.47
Mar-26	Boynton Beach			$311.36	$311.36	$311.36							
Subj.	136 West Boynton Beach Boulevard	2,016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Nov-26	Boynton Beach												

Conclusion

Considering all of these differences, we developed the preceding quantitative comparison table listing the sales as they compare to the subject property, based on a price per square foot of building. Not all categories considered are depicted. Those omitted reflect no differences between the sales and the subject property.

The unadjusted range of value indicated by the sales is roughly $274.39 to $430.77 per square foot of building area. The preceding quantitative comparison chart shows the value range for the subject property after adjustment based on a price per square foot of building area to be from $370.43 to $473.85 with a mean of $430.29. Considering all of the salient factors discussed previously and prevailing market conditions, the appraisers feel a conclusion in the middle portion of the indicated range is most appropriate. Given the preceding data and discussions, it is concluded that the market reflects a value per square foot of building area for the subject property of $430 as of November 2, 2026. Total value is calculated as follows:

2,016 Square Feet @ $430 per Square Foot =	$866,880
Rounded To:	
MARKET VALUE VIA SALES COMPARISON APPROACH:	**$870,000**

CORRELATION AND FINAL VALUE OPINION

Value via Income Capitalization Approach:	$1,200,000
Value via Sales Comparison Approach:	$870,000

The income approach to value was based upon a review of comparable rentals, deductions for reasonably anticipated vacancies and expenses and capitalization of the net income into an indication of value. This approach to value is a good indicator of value for investment type properties where sufficient rental and expense information is available and capitalization rates are sufficient to yield an appropriate rate. We were able to acquire good rent comparables from the market and overall rates from local transactions of similar properties. However actual operating expenses for this property were limited. That said, we have appraised similar properties in the past and were able to make reasonable estimates. This approach is typically given more weight by the investor than by an owner/user.

The sales comparison approach to value is a good indicator of value when there is an active market and there are sales for comparison to the subject property. The sales data used within this approach was highly similar and recent making the value indication reliable. This approach reflects what buyers and sellers are actually doing in the open market and is typically given more weight by owner users.

In the final analysis, greater consideration was given to the income capitalization approach with the sales comparison approaches to value receiving lesser weight. It is concluded that the market value of the fee simple estate/leased fee interest for the subject property, as of November 2, 2026 was:

ONE MILLION ONE HUNDRED THOUSAND DOLLARS
($1,100,000)

QUALIFICATIONS OF APPRAISER
ROBERT B. BANTING, MAI, SRA

PROFESSIONAL DESIGNATIONS - YEAR RECEIVED

MAI - Member Appraisal Institute - 1984
SRA - Senior Residential Appraiser, Appraisal Institute - 1977
SRPA - Senior Real Property Appraiser, Appraisal Institute - 1980
State-Certified General Real Estate Appraiser, State of Florida, License No. RZ4 - 1991

EDUCATION AND SPECIAL TRAINING

Licensed Real Estate Broker - #3748 - State of Florida
Graduate, University of Florida, College of Business Administration, BSBA (Major - Real Estate & Urban Land Studies) 1973
Successfully completed and passed the following Society of Real Estate Appraisers (SREA) and American Institute of Real Estate Appraisers (AIREA) courses and/or exams: Note: the SREA & AIREA merged in 1991 to form the Appraisal Institute.

SREA R2:	Case Study of Single Family Residence
SREA 201:	Principles of Income Property Appraising
SREA:	Single Family Residence Demonstration Report
SREA:	Income Property Demonstration Report
AIREA 1B:	Capitalization Theory and Techniques
SREA 101:	Introduction to Appraising Real Property
AIREA:	Case Studies in Real Estate Valuation
AIREA:	Standards of Professional Practice
AIREA:	Introduction to Real Estate Investment Analysis
AIREA 2-2:	Valuation Analysis and Report Writing
AIREA:	Comprehensive Examination
AIREA:	Litigation Valuation
AIREA:	Standards of Professional Practice Part C

ATTENDED VARIOUS APPRAISAL SEMINARS AND COURSES, INCLUDING:

The Internet and Appraising	Golf Course Valuation	Discounting Condominiums & Subdivisions
Narrative Report Writing	Appraising for Condemnation	Condemnation: Legal Rules & Appraisal Practices
Condominium Appraisal	Reviewing Appraisals	Analyzing Commercial Lease Clauses
Eminent Domain Trials	Tax Considerations in Real Estate	Testing Reasonableness/Discounted Cash Flow
Mortgage Equity Analysis	Partnerships & Syndications	Hotel and Motel Valuation
Advanced Appraisal Techniques	Federal Appraisal Requirements	Analytic Uses of Computer in the Appraisal Shop
Valuation of Leases and Leaseholds	Valuation Litigation Mock Trial	Residential Construction From The Inside Out
Rates, Ratios, and Reasonableness	Analyzing Income Producing Properties	Development of Major/Large Residential Projects
Standards of Professional Practice	Regression Analysis In Appraisal Practice	Federal Appraisal Requirements

Engaged in appraising and consulting assignments including market research, rental studies, feasibility analysis, expert witness testimony, cash flow analysis, settlement conferences, and brokerage covering all types of real estate since 1972.
President of Anderson & Carr, Inc., Realtors and Appraisers, established 1947 from 1995 to 2025
Past President Palm Beach County Chapter, Society of Real Estate Appraisers (SREA)
Realtor Member of Central Palm Beach County Association of Realtors
Special Master for Palm Beach County Property Appraisal Adjustment Board
Qualified as an Expert Witness providing testimony in matters of condemnation, property disputes, bankruptcy court, foreclosures, and other issues of real property valuation.
Member of Admissions Committee, Appraisal Institute - South Florida Chapter
Member of Review and Counseling Committee, Appraisal Institute - South Florida Chapter
Approved appraiser for State of Florida, Department of Transportation and Department Natural Resources.
Instructor of seminars, sponsored by the West Palm Beach Board of Realtors.
Authored articles for The Palm Beach Post and Realtor newsletter.
Real Estate Advisory Board Member, University of Florida.

TYPES OF PROPERTY APPRAISED - PARTIAL LISTING

Air Rights	Medical Buildings	Apartment Buildings	Churches
Amusement Parks	Department Stores	Hotels - Motels	Marinas
Condominiums	Industrial Buildings	Office Buildings	Residences - All Types
Mobile Home Parks	Service Stations	Special Purpose Buildings	Restaurants
Auto Dealerships	Vacant Lots - Acreage	Residential Projects	Golf Courses
Shopping Centers	Leasehold Interests	Financial Institutions	Easements

"I am currently certified under the continuing education program of the Appraisal Institute."

QUALIFICATIONS OF APPRAISER
WILLIAM H. SPENGLER

REAL ESTATE APPRAISAL LICENSE

FL Certified General Real Estate Appraiser RZ4659

ACADEMIC EDUCATION

BA, Economics - University of Colorado, Boulder, CO

REAL ESTATE DESIGNATIONS

GRI - Graduate Realtor Institute
CRS - Certified Residential Specialist

REAL ESTATE APPRAISAL EDUCATION

General Appraiser Income Capitalization Approach
General Appraiser Sales Comparison Approach
General Appraiser Site Value & Cost Approach
General Appraiser Market Analysis Highest & Best Use
General Appraiser Report Writing & Case Studies
Nuances of Valuation-Cornerstone of Market Value
National Uniform Standards Professional Appraisal Practice
Florida Appraisal Law
Florida Law & Rules Update
Statistics, Modeling & Finance
Specialized Residential Appraisal Topics
Advanced Residential Appraisal Applications & Case Studies
Residential Report Writing & Case Studies
Residential Market Analysis Highest & Best Use
Residential Sales Comparison Approach
Residential Income Approach
Appraisal Principles / Appraisal Procedures
Residential Site Value & Cost Approach
Parking & Its Impact on Florida Properties
Residential Appraisal Review
Appraiser Supervisor/Trainee

TYPES OF PROPERTIES APPRAISED

Commercial Professional Office Buildings
Commercial Medical Office Buildings
Commercial Retail Buildings
Commercial Flex Office/Warehouses
Commercial Industrial Buildings
Commercial Industrial Land
Special Use Properties
Lodging Hotels & Motels
Resort Hotels & Conference Facilities
Civic Use Land
Civic Use Buildings
Historical/Landmark Buildings
Equestrian Estates; Stables, Arenas, Rings
Agricultural Land
Residential Development Land
Residential Land / Subdivision Land
Residential New Construction
Residential Condominiums
Residential Ground Leases
Residential Income Properties
Residential Oceanfront Properties
Residential Navigable Waterfront Properties
Easements, Rights of Way, Encroachments
Commercial & Residential Property Litigation Support

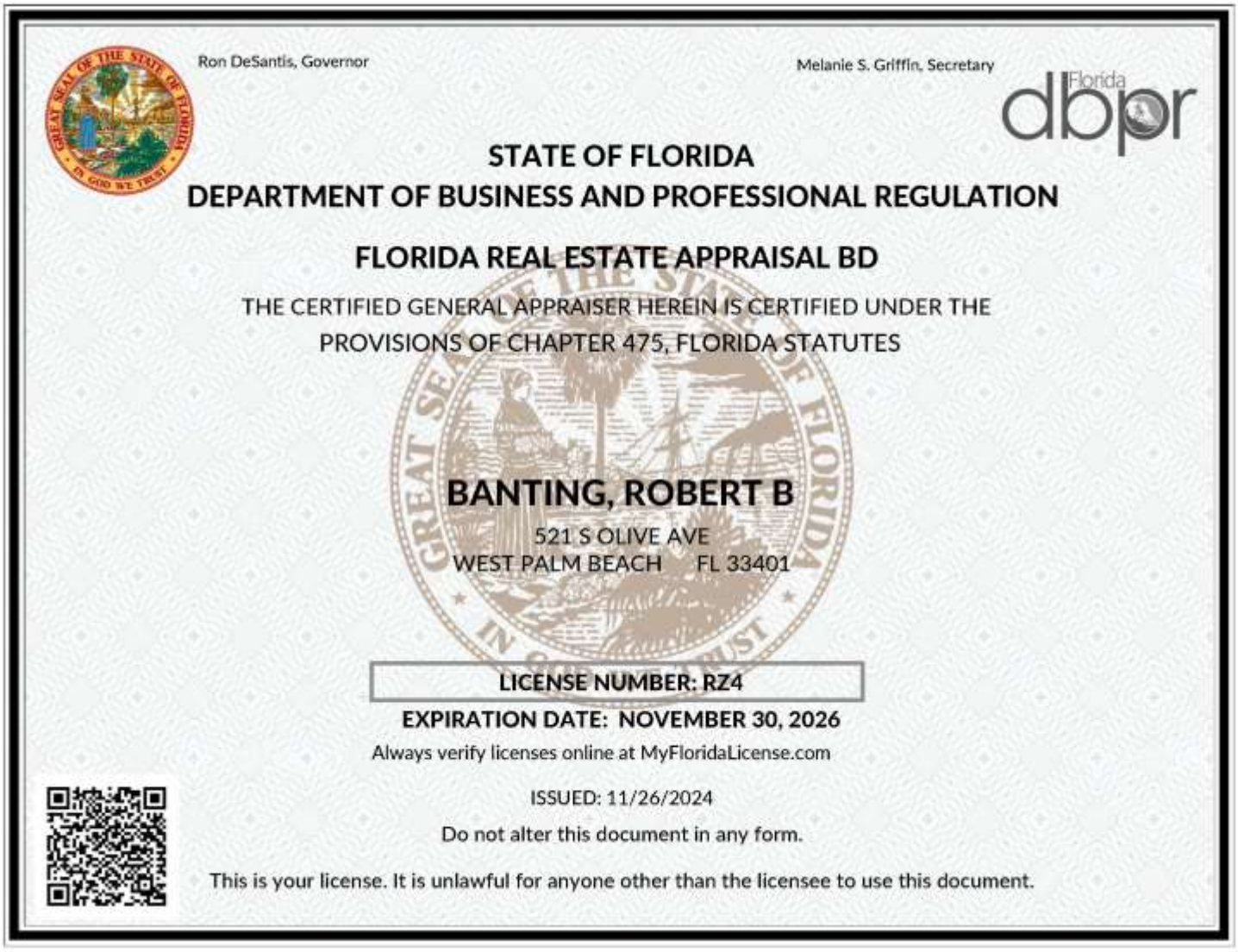
REAL ESTATE APPRAISAL EXPERIENCE

Anderson & Carr, Inc., West Palm Beach, FL
July 2022 to present

Appraisal & Acquisition Consultants, Inc., Lantana, FL
May 2019 - June 2022

REAL ESTATE BROKERAGE EXPERIENCE

FL Real Estate Broker 2018-2019
CO Real Estate Broker 2003-2018
CO Real Estate Agent 1995-2003



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BANTING, ROBERT B

521 S OLIVE AVE
WEST PALM BEACH FL 33401

LICENSE NUMBER: RZ4

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/26/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SPENGLER, WILLIAM HENRY

2801 EXCHANGE COURT
WEST PALM BEACH FL 33409

LICENSE NUMBER: RZ4659

EXPIRATION DATE: NOVEMBER 30, 2026

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ISSUED: 08/06/2025

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COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: November 17, 2026

NEW BUSINESS

AGENDA ITEM 14.A

SUBJECT:
Consideration and Approval of an Interlocal Agreement between the CRA and the Solid Waste Authority of Palm Beach County

SUMMARY:
On September 22, 2026, CRA staff submitted an application to the Solid Waste Authority (SWA) for the 2026-2027 SWA Blighted and Distressed Property Clean-up Grant Program. The grant application requested a total funding amount of $100,000 towards the demolition cost of two single family homes located within the W. Boynton Beach Boulevard redevelopment block (see Attachment I).

On October 9, 2026, the CRA was awarded the full funding request of $100,000, subject to the execution of the Interlocal Agreement (ILA) (see Attachment II). The ILA outlines the terms and responsibilities of each party (see Attachment III) and has been reviewed and approved by legal. The first 50% disbursement of grant funds will occur after full execution of the ILA by both parties and the proof of ownership via Palm Beach County Property Appraiser's Office. The remaining 50% will be disbursed after SWA verification of completion and written request by the CRA.

BACKGROUND
The CRA has been awarded a total of **$611,932.81** in grant funding from SWA for the past nine (9) years in the following amounts:

Fiscal Year Amount Completion Date
2016-17 - $62,310.00 September 2016
2017-18 - $73,550.75 April 2019
2018-19 - $77,050.00 January 2020
2019-20 - $95,450.00 December 2020
2020-21 - $65,342.00 September 2021
2021-22 - $88,518.00 October 2022
2022-23 - $48,588.52 April 2024
2023-24 - No Demolition Projects
2024-25 - $26,123.54 September 2025
2025-26 - $75,000.00 September 2026

FISCAL IMPACT:
FY 2026-2027 Project Fund, line item 02-58200-405, $100,000 SWA Grant

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
1. Approve the 2026-2027 Interlocal Agreement between Boynton Beach CRA and Solid Waste Authority of Palm Beach County and authorize the Board Chair to execute the Interlocal Agreement.

2. Do not approve the 2026-2027 Interlocal Agreement between Boynton Beach CRA and Solid Waste Authority of Palm Beach County.

3. Provide alternative direction based on CRA Board discussion.

ATTACHMENTS:

Description

- Attachment I - 2026 SWA Grant Application Package - BBCRA-FINAL
- Attachment II - SWA Grant Award & Agenda Item
- Attachment III - FY27 Blighted Grant Awardee Notification & FINAL ILA

Solid Waste Authority of Palm Beach County
Blighted and Distressed Property Clean-up Grant Program

2025-2026
Grant Application Submittal

Boynton Beach CRA
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
561-600-9094

Solid Waste Authority of Palm Beach County
Blighted Property Grant Application

I. General Information

1. Project Title: BBCRA Demolition of The Inn at Boynton
2. Applicant Name: Boynton Beach Community Redevelopment Agency
   (Governmental Entity)
3. Contact Person: Theresa Utterback, Development Services Manager
4. Telephone: 561-600-9094 Alternate # 954-296-7327
5. Mailing Address: 100 E. Ocean Avenue, 4th Floor
   Boynton Beach, FL 33435
6. Email Address: utterbackt@bbfl.us
7. Federal Tax Identification #: 43-1973410
8. Grant Amount Requested from SWA: $75,000.00

I certify that the above information is correct and that I am authorized to submit this application.

Signature of Applicant: Theresa Utterback

Name of Applicant (printed): Theresa Utterback

Title: Development Services Manager Date: 9/22/25

Table of Contents

Section I General Information

Section II Description of the Project

Section III Estimated Timeframe for Completion

Section IV Project Schedule

Section V Project Location

Section VI How Will the Project be Maintained

Section VII Project Budget

Section VIII
a. BBCRA Projects
b. Boynton Beach CRA 2024 Annual Report

I. General Information

Establishment of the Boynton Beach Community Redevelopment Agency:

The Boynton Beach Community Redevelopment Agency (BBCRA), a public agency created by the City of Boynton Beach pursuant to Chapter 163 Part III of Florida Statutes (The Community Redevelopment Act of 1969), is tasked with eliminating slum and blight within its designated area (see Section 1 - BBCRA Map). The BBCRA was established by the City of Boynton Beach City Council on August 4, 1981, with the adoption of Resolution No. 81-SS and ordained pursuant to Ordinance No. 82-13 adopted on May 18, 1982 (see Section 1). The original BBCRA boundaries were subsequently established pursuant to Resolution No. 82-KK adopted on May 4, 1982, and later expanded pursuant to Resolution 98-33 adopted on September 3, 1988. On October 6, 2015, the City Commission appointed itself as the governing body of the BBCRA with the adoption of Resolution R15-128.

Pursuant to Florida Statutes, a community redevelopment area is an area where slum and blight exist. Examples of conditions that can support the creation of a Community Redevelopment Area include but are not limited to the presence of substandard or inadequate structures, a shortage of affordable housing and inadequate infrastructure. The BBCRA improves deteriorated areas through revitalization efforts which improves the property values within the designated BBCRA Area and increases property tax revenues. The BBCRA Area is 1,650 acres along the eastern edge of the City of Boynton Beach. The major north/south road in the BBCRA is Federal Highway/U.S.1. The east/west connectors are Gateway Boulevard, Boynton Beach Boulevard, Woolbright Road, and Gulfstream Boulevard.

BBCRA MAP: https://www.boyntonbeachcra.com/about-bbcra/map-of-bbcra-boundaries

https://storymaps.arcgis.com/stories/e1df195cedf940b9a64e6c9dc1f56056

The BBCRA is responsible for developing and implementing the Community Redevelopment Plan that addresses the unique needs of the targeted area. The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area. Examples of projects include streetscapes, redevelopment incentives for such things as façade improvements and structural improvements, infill housing, transportation and infrastructure improvements, and downtown and waterfront revitalization. The redevelopment plan is a living document that can be updated to meet the changing needs within the Community Redevelopment Area. The funding source for BBCRA redevelopment initiatives is tax increment financing (TIF), a unique tool available to cities and counties for redevelopment activities. It is used to leverage public funds to stimulate redevelopment activity in the targeted area without raising taxes.

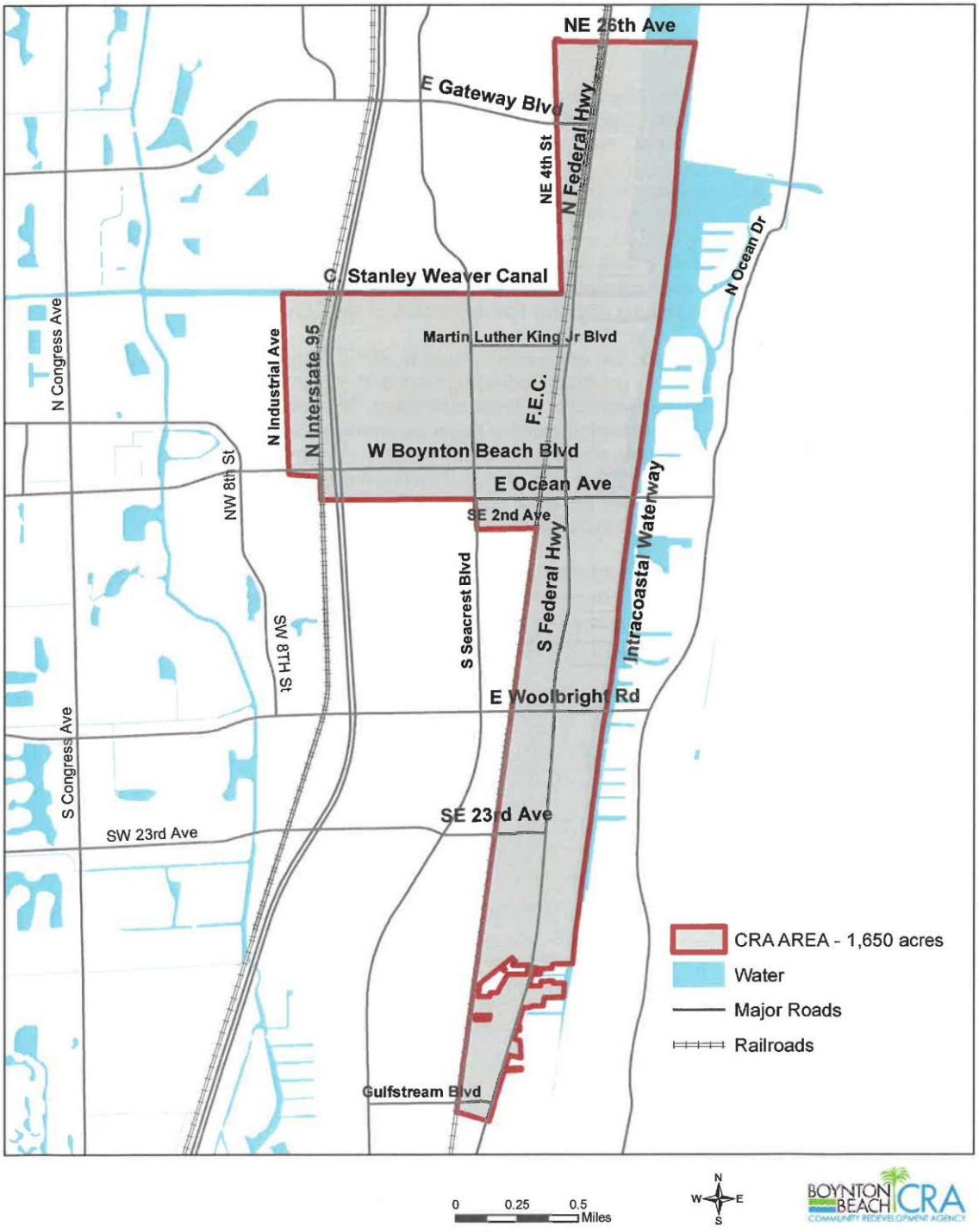
There are six districts in the consolidated 2016 Boynton Beach Redevelopment Plan (Plan) which may be viewed by clicking the following link:

https://www.boyntonbeachcra.com/home/showpublisheddocument/14/637296289931970000

Grant Request:

For the FY 2025-2026 grant cycle, the BBCRA respectfully requests a total of **$75,000.** The BBCRA will utilize the SWA funding for the demolition of a hotel known as The Inn at Boynton, located at 480 W. Boynton Beach Boulevard.

MAP OF CRA AREA



CRA History – Establishment of Boynton Beach Community Redevelopment Agency

RESOLUTION 81-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOYNTON BEACH, FLORIDA, TO ESTABLISH A BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY.

WHEREAS, the City Council of the City of Boynton Beach, Florida, hereby finds that one or more slum or blighted areas exists in the City of Boynton Beach with a need for rehabilitation, conservation or redevelopment or a combination thereof; and

WHEREAS, the City Council of the City of Boynton Beach, Florida, finds that it is necessary in the interest of public health, safety, morals or welfare of the residents of the sommunity to address the rehabilitation, conservation or redevelopment of one or more slum or blighted areas within the City; and

WHEREAS, the City Council of the City of Boynton Beach, Florida, finds that there is a need for a community redevelopment agency to function in the City, to carry out the purposes of redevelopment.

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

Section 1. The City of Boynton Beach Community Redevelopment Agency is hereby established as outlined in Florida Statutes Part 3, Section 163.356 for the purpose of carrying out redevelopment activities for the area(s) in its jurisdiction, and that the City Manager of the City of Boynton Beach is hereby directed to prepare for City Council consideration a description of one or more slum or blighted areas within the City of Boynton Beach which consists of, among other things, a substantial number of deteriorating structures and conditions which endanger life or property by fire or other causes; faulty lot layout in relation to size; deteriorating storm and sanitary services; a disproportion number of police calls; a predominance of inadequate street layouts; a high density of population and overcrowding; and private

(1)

sector disinvestment evidence by a high degree of vacancies and commercial structures or undeveloped land.

Section 2. The City Council determines that it will, at a subsequent meeting of the City Council, appoint five (5) members to the Boynton Beach Redevelopment Agency for staggered terms, to have those powers enumerated in Florida Statute 163.370 to be further defined in a subsequent resolution.

PASSED AND ADOPTED this 4th day of August, 1981.

CITY OF BOYNTON BEACH, FLORIDA

By: E. A. Harmening
Mayor

Vice Mayor

Council Member

Council Member

ATTEST:

Betty S. Boroni
Deputy City Clerk

(Corp. Seal)

Council Member

ORDINANCE NO. 82-13

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA APPOINTING THE MEMBERS OF THE CITY'S COMMUNITY REDEVELOPMENT AGENCY IN ACCORDANCE WITH FLORIDA STATUTE §163.356; ENUMERATING THEIR TERMS OF OFFICE; APPOINTING A CHAIRMAN AND VICE-CHAIRMAN; PROVIDING A REPEALING CLAUSE; SAVINGS CLAUSE; AN EFFECTIVE DATE AND FOR OTHER PURPOSES IN ACCORDANCE WITH FLORIDA STATUTE §163.356

WHEREAS, by Resolution, a Community Redevelopment Agency has been created in the City of Boynton Beach, Florida, in accordance with Florida Statute §163.356.

WHEREAS, Florida Statute §163.356 requires that the City Council by Ordinance appoint the members of said Community Redevelopment Agency.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. The Following members are appointed to the Board of Commissioners of the Community Redevelopment Agency as follows:

H. Dale Hatch	For a Period of 1 Year
L. Don Combs	For a Period of 2 Years
Donald McKone	For a Period of 3 Years
Samuel Scheiner	For a Period of 4 Years
Henry "Hank" Thompson	For a Period of 4 Years

All of the above terms will be effective as of the date of the last appointment. All appointments after the first, as identified above, will be for a period of four (4) years.

Section 2. Henry "Hank" Thompson is hereby designated as Chairman for a period of one (1) year and Samuel Scheiner, is hereby designated as Vice Chairman for a period of one (1) year.

Section 3. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 4. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the

remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 5. This Ordinance shall become effective immediately upon its passage at second reading.

FIRST READING this 4th day of May ,1982.

SECOND, FINAL READING and PASSAGE this 18 day of May ,1982.

CITY OF BOYNTON BEACH, FLORIDA

By _____
Mayor

_____
Vice Mayor

_____
Council Member

_____
Council Member

_____
Council Member

ATTEST:

_____
City Clerk
Corp. Seal

RESOLUTION NO. 82-KK

A RESOLUTION OF THE CITY OF BOYNTON BEACH DECLARING CERTAIN AREAS AS BLIGHTED A SLUM AREA AS DEFINED IN CHAPTER 163, PART III, FLORIDA STATUTES; DECLARING A NEED FOR REHABILITATION OF SUCH AREAS; FINDING A NEED FOR A COMMUNITY REDEVELOPMENT AGENCY AND CREATING SAID COMMUNITY RE-DEVELOPMENT AGENCY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Boynton Beach, Florida, hereby finds that one or more slum and blighted areas as defined in Florida Statute 163.340 and exist in the City of Boynton Beach.

WHEREAS, a need for rehabilitation conservation or redevelopment or a combination thereof is necessary in such areas in the interest of public health safety morals or welfare of the residents of Boynton Beach; and

WHEREAS, the City Council of the City of Boynton Beach finds it is necessary to create a Community Redevelopment Agency as a public body as provided in Florida Statute, Chapter 163, Part III, Section 163.356; and

WHEREAS, the City Council of the City of Boynton Beach find it necessary to appoint a five member Community Redevelopment Agency Board; and

WHEREAS, the Mayor and City Council of the City of Boynton Beach finds it necessary to designate a Community Development Project,

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

Section 1. One or more slum and blighted areas exist in the City of Boynton Beach.

Section 2. The rehabilitation, conservation and redevelopment or a combination thereof of such area or areas is necessary in the interest of public health safety morals and welfare of the residents of such County and Municipality.

Section 3. The City of Boynton Beach Community Redevelopment Agency is hereby established as outlined in Florida Statutes, Chapter 163, Part III, Section 163.356 for the purpose of carrying out redevelopment activities for the area(s) in Boynton Beach.

Section 4. The Boynton Beach Community Redevelopment Agency will function under the powers outlined in Florida Statute, Chapter 163, Part III.

Section 5. The City Council designates as a Community Redevelopment Area a section of the City generally from SE 6th Avenue to NE 6th Avenue between the FEC Railroad, NE 3rd Street, the Intracoastal, SE 6th Street, SE 2nd Avenue and Federal Highway, more specifically described in Appendix A and pictured in Appendix B.

Section 6. It is further resolved that the area described above has:

A. A street layout that is predominately defective and inadequate.

B. A lot layout that is faulty in relation to size, adequacy, accessibility and usefulness.

C. An area that suffers from unsafe and unsanitary conditions.

D. An area that, to a significant degree, has deterioration of site and other improvements.

E. An area that has diversity of ownership which prevents the free alienability of land.

F. An area in which there exists faulty and inadequate street, parking facilities, roadways and bridges.

Section 7. It is further resolved that the powers of the Community Redevelopment Agency shall be exercised in accordance with provisions of Florida Statute, Chapter 163, Part III.

Section 8. This Resolution shall become effective immediately upon adopting.

PASSED AND ADOPTED, this 4th day of May, 1982.

CITY OF BOYNTON BEACH, FLORIDA

BY: _____
Mayor

_____
Vice Mayor

_____
Council Member

_____
Council Member

_____
Council Member

ATTEST

_____
City Clerk/Deputy
Corp. Seal

-3-

EXHIBIT "A" 82-KK

The area included within the following described boundaries;

Commence at the intersection of the centerline of SE 2nd Avenue and the east right-of-way line of the Florida East Coast Railroad (FECRR);

thence easterly along said centerline of SE 2nd Avenue to the centerline of US 1;

thence northerly 130 ± feet to the centerline of SE 2nd Avenue extended;

thence easterly along said centerline of SE 2nd Avenue extended to the intersection of the centerline of SE 6th Street;

thence northerly along said centerline of SE 6th Street to the centerline of Ocean Avenue (S.R.804);

thence easterly along said centerline of Ocean Avenue to the intersection with the west right-of-way line of the Intracoastal Waterway;

thence northerly along said westerly right-of-way line of the Intracoastal Waterway to the northeast corner of Lot 20, Dewey's Subdivision as recorded in Plat Book 1, Page 37, Official Records of Palm Beach County;

thence westerly along the north line of said Lot 20 and the north line of Lots 21, 22 and 23 to the northwest corner of said Lot 23;

thence northerly along the easterly line of R.S. Merrits Subdivision as recorded in Plat Book 1, Page 68, Official Records of Palm Beach County to the north line of said Subdivision;

thence westerly along said north line of R. S. Merrits Subdivision extended to the intersection with the centerline of U.S.1;

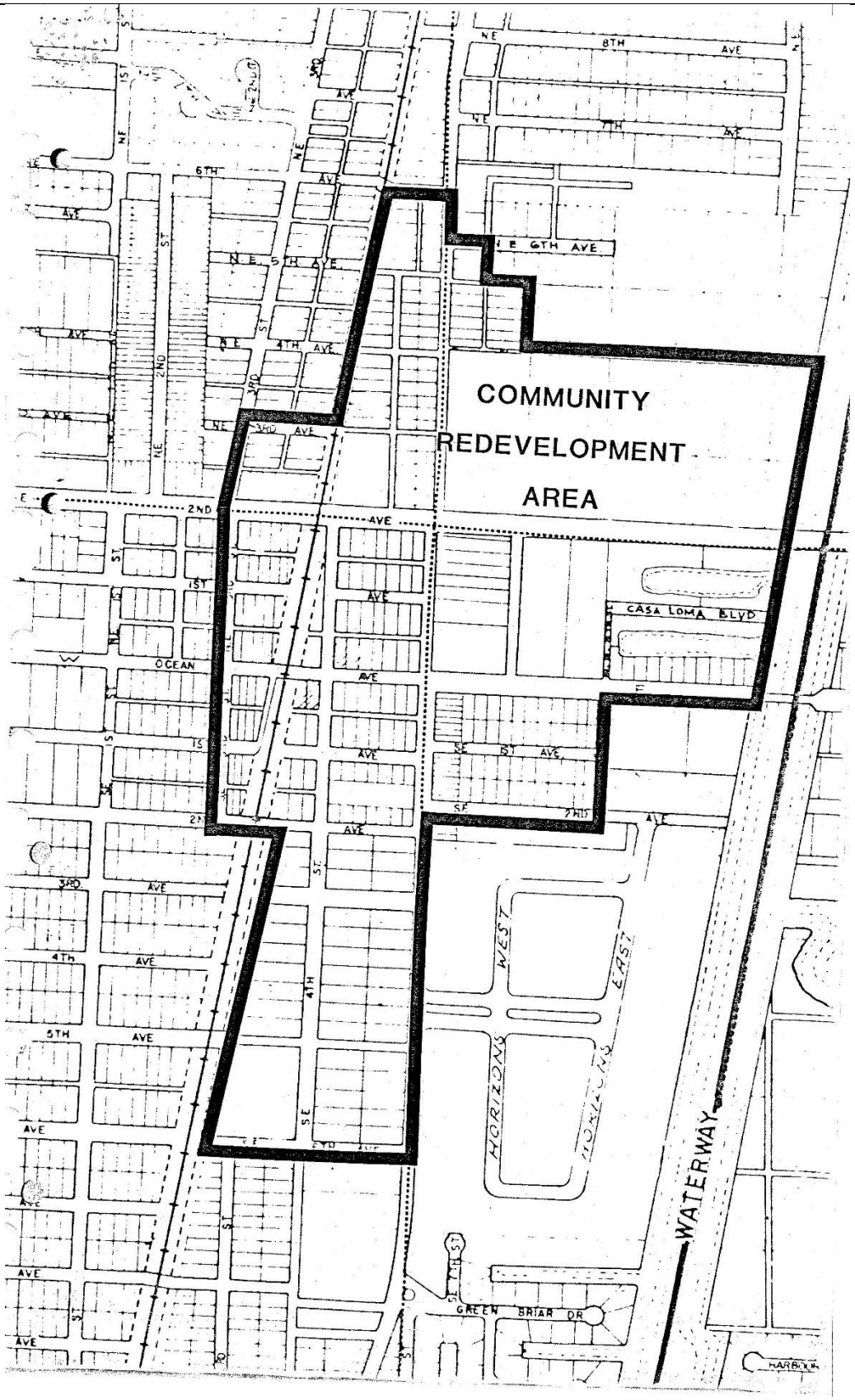
thence continue westerly along the north line of Blocks 3 and 4 of Roberts addition as recorded in Plat Book 1, Page 51, Official Records of Palm Beach County extended to the east right-of-way line of the FECRR;

thence southerly along the east right-of-way line of said FECRR to the point of beginning.

Plus the area bordered on the north by NE 3rd Avenue; the east by the Florida East Coast Rail Road (FECRR); the south by SE 2nd Avenue; the west by NE/SE 3rd Street.

Plus the area bordered on the north by SE 2nd Avenue; the east by US #1; the south by SE 6th Avenue; the west by the FECRR.

Plus lots 1, 2 and 3 of Block 2, Civic Center Subdivision as recorded in Plat Book 12, Page 68,Official Records of Palm Beach County and Blocks 1 and 2 of Robert Addition to Town of Boynton Subdivision as recorded in Plat Book 1, Page 51, Official Records of Palm Beach County.


COMMUNITY
REDEVELOPMENT
AREA
NE 8TH AVE
NE 6TH AVE
NE 5TH AVE
NE 4TH AVE
NE 3RD AVE
NE 2ND AVE
2ND AVE
CASA LOMA BLVD
OCEAN
SE 1ST AVE
SE 2ND
3RD AVE
4TH AVE
5TH AVE
HORIZONS WEST
HORIZONS EAST
WATERWAY
GREEN BRIAR DR
HARBOR

ORDINANCE NO. 83-41

AN ORDINANCE OF THE CITY OF BOYNTON BEACH ESTABLISHING A REDEVELOPMENT TRUST FUND PURSUANT TO SECTION 163.387, FLORIDA STATUTES (1983); ALLOCATING THE FUNDS APPROPRIATED THERETO TO FINANCE OR REFINANCE THE COMMUNITY REDEVELOPMENT PLAN FOR DOWNTOWN BOYNTON BEACH; APPROPRIATING A "TAX INCREMENT" TO SAID TRUST FUND; DELEGATING TO THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY AUTHORITY TO ADMINISTER SAID FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. There is hereby established and created in accordance with the provisions of Section 163.387, Florida Statutes (1983), a redevelopment trust fund (hereinafter referred to as the "Trust").

Section 2. The funds allocated to, and deposited into the Trust are hereby appropriated to the Boynton Beach Community Redevelopment Agency (hereinafter referred to as the "Agency") to finance or refinance each community redevelopment project it undertakes. The Agency shall utilize the funds and revenues paid into and earned by the Trust for all and every community redevelopment purpose as contained in the plan for redevelopment and as provided by law.

Section 3. The annual funding of the "Trust" shall be in an amount not less than that increment in the income, proceeds, revenues, and funds of the City or County derived from or held in connection with its undertaking and carrying out of community redevelopment projects therein. Said increment shall be determined and appropriated annually, and shall be that amount equal to 95 per cent of the difference between:

(1) That amount of ad valorem taxes levied each year by all taxing authorities except the School Board of Palm Beach County on taxable real property contained within the geographic boundaries of the community redevelopment project; and

(2) That amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for all taxing authorities except the school board upon the total of the assessed value of the taxable real property in the community redevelopment project as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority, last equalized prior to the effective date of this ordinance.

Section 4. All relevant taxing jurisdictions' obligation to fund the Trust shall continue until all loans, advances, and indebtedness, if any, and interest thereon, of the Agency incurred as the result of a community redevelopment project have been paid, but only to the extent that the tax increment described in Section 3 of this ordinance accrues. Said taxing jurisdictions shall make their appropriation to the Trust at the beginning of their fiscal year. The Trust shall receive the increment above described, only as, if, and when such taxes are collected. Said taxing jurisdictions shall fund the Trust for the duration of each project undertaken by the Agency and approved by the City. The first appropriation shall begin with tax revenue received subsequent to October 1, 1984.

(1) The revenue bonds and notes of every issue of the Agency shall be payable solely out of revenues pledged to and received by the Agency and deposited to the Trust. The lien created by such bonds or notes shall not attach until the revenues referred to herein are deposited in the Trust at the times, and to the extent that, such revenues accrue. The holders of such bonds or notes shall have no right to require the imposition of any tax or the establishment of any rate of taxation in order to obtain the amounts necessary to pay and

-2-

retire such bonds or notes. The Trust shall receive the tax increment described in Section 3 of this ordinance only as, if, and when such taxes are collected.

(2) Revenue bonds issued by the Agency shall not be deemed to constitute a debt, liability, or obligation of the City or the state or any political subdivision thereof, or a pledge of the faith and credit of the City or the state or any political subdivision thereof, but shall be payable solely from the revenues provided therefor. All such revenue bonds shall contain on the face thereof a statement to the effect that the Agency shall not be obligated to pay the same or the interest thereon except from the revenues of the Agency held for that purpose and that neither the faith and credit nor the taxing power of the City or of the state or of any political subdivision thereof is pledged to the payment of the principal of, or the interest on, such bonds.

Section 5. The Agency is hereby directed to develop and promulgate rules, regulations, and criteria whereby the Trust may be promptly and effectively administered, including the establishment and the maintenance of books and records and the adoption of procedures whereby the Agency may expeditiously utilize said funds for their allocated statutory purpose.

Section 6. If any section, subsection, paragraph or other provision of this ordinance, or its application to any person or circumstance, shall be held invalid or unconstitutional, such holding shall not affect the validity of any other section, subsection, paragraph or provision or its application to other persons or circumstances, and towards that end this ordinance is declared severable.

Section 7. This ordinance shall take effect immediately upon its passage.

FIRST READING this 15th day of November, 1983.

-3-

SECOND, FINAL READING AND PASSAGE this 20th

day of December, 1983.

CITY OF BOYNTON BEACH, FLORIDA

J. Marcks
Mayor

Carl Zimmerman
Vice Mayor

Nick Cassandra
Council Member

Joe McLary
Council Member

Samuel Laman Atty
Council Member

ATTEST:

Betty S. Borosi
City Clerk

(Corp. Seal)

-4-

VISIONS 20/20 239 PP

ORDINANCE O98-33

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AMENDED COMMUNITY REDEVELOPMENT PLAN FOR THE CITY'S EXPANDED REDEVELOPMENT AREA; FINDING THAT THE PLAN CONFORMS TO THE COMMUNITY REDEVELOPMENT ACT OF 1969, AS AMENDED; PROVIDING AUTHORITY TO MODIFY OR AMEND SAID PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida enacted Part III of Chapter 163, Florida Statutes, (The Community Redevelopment Act of 1969, referred to as "The Act"); and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, pursuant to the Act has created the Boynton Beach Community Redevelopment Agency; and

WHEREAS, the City Commission, pursuant to the Act, has declared an area of Boynton Beach, as described in the Proposed Redevelopment Plan to be a blighted area as defined in the Act, and that the rehabilitation, conservation or redevelopment, or combination thereof, of such area is necessary in the interest of the public health, safety, morals or welfare of the residents of the City of Boynton Beach; and

WHEREAS, the Boynton Beach Community Redevelopment Agency has caused to be prepared a Community Redevelopment Plan for "Downtown Boynton Beach"; and

WHEREAS, the City Commission now wishes to amend the Community Redevelopment Plan for the Central Business District, adopted pursuant to Ordinance No. 89-49, so that it will ~~not~~ be utilized in conjunction with the plan adopted herein which includes the expanded redevelopment area; and

WHEREAS, the City Commission has held a public hearing after public notice in conformance with the requirements of the Act.

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

Section 1. The Community Redevelopment Plan for downtown Boynton Beach, having been duly received and considered as provided by law, is hereby amended to include the expanded Redevelopment Area approving and adopting the Plan for the expanded area, attached hereto as Exhibit "A" and made a part of this Ordinance by reference. Said plan is hereby designated as the official redevelopment plan for the expanded redevelopment area, the boundaries of which are described in the plan. It is the purpose and intent of the City Commission that this redevelopment plan be implemented in the project area, and shall be utilized in conjunction with the redevelopment plan for the Central Business District adopted pursuant to Ordinance No. 89-49.

Section 2. It is hereby found and determined that said redevelopment plan for redevelopment of the project area:

(1) Conforms with the Community Redevelopment Act of 1969, as amended;

(2) Is necessary and in the interests of public health, safety, morals and welfare of the residents of the City of Boynton Beach, and will effectuate the purpose of the Act by revitalizing the area economically and socially, thereby increasing the tax base, promoting sound growth, improving housing conditions, and eliminating the conditions which the Florida Legislature has found in the Act to constitute a menace which is injurious to the public health, safety, welfare and morals of the residents;

(3) Is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements.

(4) Will not result in the displacement of families from the community redevelopment area, and therefor it is not necessary to provide a feasible method for the location of families displaced from the community redevelopment area;

(5) Conforms to the general plan of the City of Boynton Beach as a whole;

(6) Gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan; and

(7) Will afford maximum opportunity, consistent with the sound needs of the City of Boynton Beach as a whole, for the rehabilitation or redevelopment of the community redevelopment area by private enterprise.

Section 3. In order to implement and facilitate the effectuation of the redevelopment plan hereby approved and adopted, it is found and determined that certain official action must be taken by the City Commission with reference, among other things, to changes in zoning, the vacation and removal of streets, alleys, and other public ways, relocation of public facilities, the establishment of new street patterns, and other public action.

Accordingly, the City Commission hereby:

(A) Pledges its cooperation in helping to carry out the redevelopment plan;

(B) Requests the various officials, departments, boards and agencies of the City of Boynton Beach likewise to cooperate in carrying out the redevelopment plan, exercise their respective functions and powers in a manner consistent with the redevelopment plan;

(C Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the redevelopment plan; and

(D) Intends to undertake and complete any proceedings necessary to be carried out by the City under the provisions of the redevelopment plan.

All of the foregoing shall be done and performed in a timely manner. The Redevelopment Agency shall, from time to time, present specific developmental plans in the implementation of the redevelopment plan to the City Manager in order

that the City Commission may be assured of compliance by the said agency with the redevelopment plan.

Section 4. The Community Redevelopment Plan may be amended or modified as set forth in Section 163.361, Florida Statutes, as amended.

Section 5. This Ordinance shall take effect immediately upon passage.

FIRST READING this 18 day of August, 1998.

SECOND, FINAL READING AND PASSAGE this 3 day of September, 1998.

CITY OF BOYNTON BEACH, FLORIDA

Gerald S. Taylor
Mayor

Shirley Jaskiewicz
Vice Mayor

Mayor Pro Tem

Willie Danahan
Commissioner

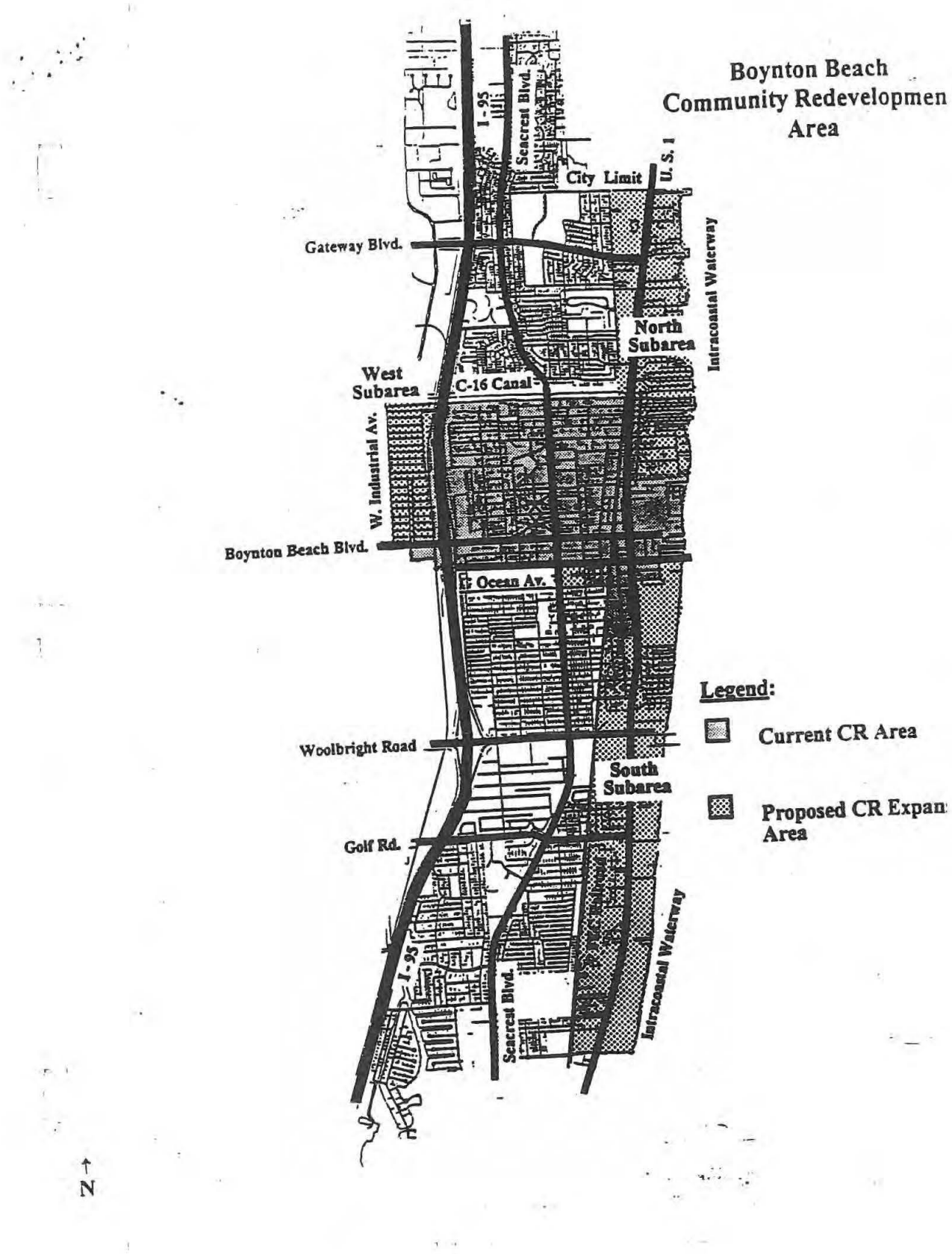
ATTEST:

Janie Vitunac
Commissioner

Susanne M. Kruse
City Clerk

s:ca\ord\CRA Expansion
8/3/98; Rev. 8/19/98

CITY OF BOYNTON BEACH INCORPORATED 1920 FLORIDA


Boynton Beach
Community Redevelopmen
Area
I-95
Seacrest Blvd.
City Limit
U.S. 1
Gateway Blvd.
Intracoastal Waterway
North
Subarea
West
Subarea
C-16 Canal
W. Industrial Av.
Boynton Beach Blvd.
E. Ocean Av.
Legend:
Current CR Area
Proposed CR Expan
Area
Woolbright Road
South
Subarea
Golf Rd.
I-95
Seacrest Blvd.
Intracoastal Waterway
N

RESOLUTION R15-128

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA APPOINTING THE CITY COMMISSION AS THE GOVERNING BODY OF THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) AND THE MAYOR AND VICE MAYOR THE CRA CHAIRPERSON AND VICE-CHAIRPERSON; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On September 15, 2015, the City Commission of the City of Boynton Beach, Florida, voted to designate itself to be the community redevelopment agency of the City of Boynton Beach; and

WHEREAS, pursuant to Florida Statute 163.357, the governing body as an alternative to the appointment of not fewer than five or more than seven members of the agency, the governing body may, at the time of the adoption of a resolution under s. 163.355, or at any time thereafter by adoption of a resolution, declare itself to be an agency, in which case all the rights, powers, duties, privileges, and immunities vested by this part in an agency will be vested in the governing body of the county or municipality, subject to all responsibilities and liabilities imposed or incurred; and

WHEREAS, the members of the governing body shall be the members of the agency, but such members constitute the head of a legal entity, separate, distinct, and independent from the governing body of the county or municipality; and

WHEREAS, if the governing body declares itself to be an agency which already exists, the new agency is subject to all of the responsibilities and liabilities imposed or incurred by the existing agency.

WHEREAS, the City Commission desires to conform the City's Code of Ordinances to properly reflect that the City Commission constitutes the community

redevelopment agency.

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

Section 1. That the foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission.

Section 2. That the governing body of the community redevelopment agency shall be the members of the City Commission and the Mayor shall be the Chairperson and the Vice-Mayor the Vice Chairperson of the Board of the Community Redevelopment Agency.

Section 3. This Resolution shall be effective immediately after adoption by the City Commission.

PASSED AND ADOPTED this 6TH day of OCTOBER, 2015.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Jerry Taylor	✓	
Vice Mayor – Joe Casello	✓	
Commissioner – David T. Merker		✓
Commissioner – Mack McCray	✓	
Commissioner – Michael M. Fitzpatrick		✓
VOTE	3-2	

ATTEST:

Janet M. Prainito

Janet M. Prainito, MMC
City Clerk

(Corporate Seal)

Page 2

II. Description of the Project and Impact on the Community

Project Description and Property Acquisition:

The Solid Waste Authority (SWA) Blighted and Distressed Property Clean-Up Grant is used to further the implementation of the 2016 Boynton Beach Community Redevelopment Plan and more specifically, the Boynton Beach Boulevard District (2016 Boynton Beach Redevelopment Plan – Page 55).

If awarded, the BBCRA will utilize the SWA grant funding for the demolition of The Inn at Boynton in order to clear the southeastern entry into the City for future redevelopment. The property is 2.11 acres located on the southeast corner of Boynton Beach Boulevard and the I-95 interchange. The hotel has a total of 7,198 square feet consisting of a 4-story building with 101 units and a detached lobby, banquet room and underground parking area. The property is located in the Boynton Beach Boulevard District which is considered the entryway to the City of Boynton Beach. It is currently zoned C3-Community Commercial with a future land use of Mixed-Used Low allowing 20 units per acre with a maximum height of 45'. Once cleared this property could be used for a variety of redevelopment purposes.

On August 12, 2025, the BBCRA approved the purchase of the property and entered into a Purchase and Sale Agreement with a closing date scheduled for October 1, 2025. The August 12, 2025 CRA Board Meeting Minutes and executed Purchase and Sale Agreement are attached and provided below.

The current condition of The Inn at Boynton is poor and has been closed for use. It steadily declined since the COVID pandemic in 2020. It has been severely neglected and ran at minimum capacity until it closed on August 31, 2025. It has been a nuisance property with approximately 948 calls for service (within a one-year period, September 2024 to September 2025) for various illegal activities and emergency medical services.

The Boynton Beach Boulevard District is envisioned to serve as a beautiful and welcoming corridor to the Downtown District as it establishes the first impression of the City. It is one of the largest parcels of properties available for redevelopment west of Seacrest Boulevard.

The scope of work under the current funding cycle will further the BBCRA's efforts to provide a safer, healthier and more aesthetically pleasing environment for the residents and will comply with SWA's Section 1.3, Eligibility Requirements. Supportive documents are included as part of this submission package.

End State of Project:

The SWA grant funding will help keep the property in a manageable and presentable condition by deterring the ongoing issues of trespassing, vagrancy, littering and illegal dumping as the BBCRA moves forward with specific redevelopment efforts for the property.

Guidelines and Applications for Fiscal Year 2025-2026

Ms. Bonnie Nicklien, Grants and Project Manager, stated that these grant programs are brought back every year for approval. She stated that they did not have major changes, only minor ones.

Board Member Kelley asked if the figures would be changed this year.

Ms. Nicklien stated that they were close to $800K for this year, but that $600,000 should be appropriate for the following year.

Motion:

Board Member Kelley moved to approve the FY 2025-2026 Commercial Rent Reimbursement Grant Program Application and the FY 2025-2026 Commercial Property Improvement Grant Program Application as presented and pending any final review from CRA legal counsel. Board Member Turkin seconded the motion. The motion passed unanimously.

E. Continued Discussion and Consideration of the Purchase of the Inn at Boynton located at 480 W. Boynton Beach Boulevard - REVISED 08/08/2025

Leslie Evans stated that he represented the owner of the building and was available for questions.

Chair Shelton opened public comment.

Mack McCray urged the CRA to purchase the property and not let the opportunity get away.

Chair Shelton closed public comment.

Board Member Turkin stated that there had been an arrest for human trafficking on this site recently and that anything that could be done to eliminate issues and save a life would be important.

Vice Chair Hay stated that it would be to the city's advantage to move forward.

Board Member Kelley stated that although it would be positive to shut down the property, the owner had already received $3 million from FDOT. She noted that the owner had argued about getting this property for nothing and that while the hotel was being torn down, she could not support spending $8 million in good conscience. She stated that part of the property was now owned by FDOT and while she could not support the deal, it remained important to secure the property.

Chair Shelton stated that the site served as a gateway into the city and looked like garbage. Chair Shelton noted that although the owner was coming out on top in the real estate deal, the matter had been ongoing for years and it was time to take control of the property and

redevelop it.

Board Member Cruz stated that Board Member Kelley's comments were rational and not based on emotion. Board Member Cruz suggested that it was the responsibility of taxpayers to ensure proper use of the property and that some kind of credit should be considered for the $3 million already provided to the owner. She stated that she did not see anyone in the private sector willing to pay more for the property and suggested that negotiations be reopened.

Mr. Evans stated that the owner had inherited the property, that they did not agree with the past activities on the site, and that they had already paid for consequences. He noted that an appraisal had been conducted excluding the land taken and stated that the location was ideal, being directly off I-95. He stated that the owner would not lower the price and that negotiations had been conducted in good faith.

Chair Shelton asked Acting Executive Director Tack about the other offers that had been received and sent to the board. Acting Executive Director Tack clarified that all materials presented by the other parties were provided to the board separately and explained that no agreements would have been signed unless they were formally executed.

Chair Shelton stated that the property was an embarrassment.

Board Member Turkin stated that the site was in his backyard, and his constituents did not want another high-rise or a dense project due to Live Local. He stated that while the cost was high, sometimes spending more upfront allowed for greater returns. He stated that taking control would give the city the ability to decide the property's future use.

Chair Shelton asked if there were grants available to remove the property. Acting Executive Director Tack affirmed.

Vice Chair Hay asked for the base value of the property. Acting Executive Director Tack explained the appraisals that had been completed and the amounts the property was valued at both times.

Vice Chair Hay remarked that this should be more than a District 3 call. He noted that properties had been purchased over the appraised value in the past. He described the property as an eyesore and emphasized the opportunity for the board to determine what should be placed on the site. He cautioned that if another development came in and purchased it, they could move forward, so this was the board's chance to look at it and decide the long-term use.

Board Member Cruz expressed support for the purchase but said the price was too high. She asked for agreement from the board to pursue grants for demolition. She explained that if this was the intent, then moving forward would be more acceptable to her.

Chair Shelton observed that the property would likely sell to the highest and best use and

could still be controlled at a later date.

Acting Executive Director Tack noted that $400,000 was dedicated for demolition and outlined ways to save money. He added that grants would be pursued, but approval was not guaranteed.

Chair Shelton reopened public comment.

David Katz commented that he had watched the negotiation meeting and thought the Mayor had done a great job. He suggested that the board should take the property because if purchased by another company, Live Local would probably take over the site.

Chair Shelton closed public comment.

Board Member Kelley voiced support for tearing the property down.

Motion:

Board Member Turkin moved to approve the purchase of the Inn at Boynton, located at 480 W. Boynton Beach Boulevard, pursuant to the terms provided in the draft Purchase and Sale Agreement and allow the Board Chair to execute the Agreement upon final legal review. Board Member Hay seconded the motion. The motion passed 4-1, with Board Member Kelley dissenting.

F. Presentation Regarding the CRA Owned Property Located at 211 E. Ocean Avenue -TABLED 07/08/2025

There was consensus for it to remain tabled.

G. Update on Recruitment of Executive Director Candidates by S. Renee Narloch & Associates

Acting Executive Director Tack introduced the discussion on the candidates who had applied.

Board Member Kelley commented that she had two good interviews and one candidate stood out as someone who could work collaboratively with the City. She indicated she was ready to consider offering the position to that candidate.

Board Member Cruz reported that she also had two good interviews, noting that at least one candidate brought strong experience that could benefit CRA leadership.

Vice Chair Hay said he had interviewed both candidates and felt either one could do the job. He expressed readiness to move forward with either.

Chair Shelton observed that when visiting the cities where the candidates currently worked, their CRAs did not compare to Boynton Beach. She said she was not comfortable with either

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 BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III, of the Florida Statutes (hereinafter "PURCHASER") and IRACHE PARTNERS, LLC, a Florida limited liability company, (hereinafter "SELLER").

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:

   PCN: 08-43-45-28-15-071-0010
   Address: 480 W. Boynton Beach Boulevard, Boynton Beach, FL 33435

   See Attached Exhibit "A" for legal description.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property shall be Eight Million One Hundred Thousand Dollars ($8,100,000.00), payable in cash, by wire transfer of United States Dollars at the Closing.

3. DEPOSIT.

   3.1 Earnest Money Deposit. Within ten (10) Business Days after the execution of the Purchase Agreement by both parties, PURCHASER shall deliver to Lewis, Longman & Walker, PA ("Escrow Agent") a deposit in the amount of Two Hundred and Fifty Thousand Dollars ($250,000.00) 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.

PURCHASER's Initials: _____
SELLER's Initials: _____

00704498-1 8.7.25

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, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorney's fees and costs 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 forty-five (45) days from the Effective Date of the Agreement (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 Special 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; (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 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 thirty (30) 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 Agreement and receive back all deposits hereunder. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER shall: (i) leave the Property in the condition existing on the Effective Date, subject to such disturbance as was

PURCHASER's Initials: _____
SELLER's Initials: _____

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. SELLER hereby agrees to indemnify and hold PURCHASER 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 SELLER or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. SELLERS' and PURCHASERS' obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

7.1 Title Review. Within ten (10) 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 twenty (20) days after the Effective Date notifying SELLER of any objections PURCHASER has to the condition of title (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, or (ii) accepting the title as it then is but using such portion of the Purchase Price as may be necessary to pay and satisfy any mortgages, outstanding utility charges, delinquent property taxes and/or code enforcement and contractors' liens or other recorded claims of lien upon the property, or (iii) canceling and terminating this Agreement, in which case, the Deposit shall be returned to PURCHASER and the Parties shall have no further

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obligations or liability hereunder, except for those expressly provided herein to survive termination of this 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 or 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 actual possession or control with respect to the physical condition or operation of the Property, if any.

7.3.2 Copies, if in SELLER'S actual possession or control, 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 commercially reasonable discretion, which effectuates 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. SELLER warrants to its actual knowledge without independent inquiry 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.

PURCHASER's Initials: _____
SELLER's Initials: _____

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 materially true and correct as of Closing.

8.2. Condition of Property. Seller shall take no action to change the physical condition of the Property from 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. INTENTIONALLY DELETED.

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 PURCHASER'S sole cost and expense. 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 Special 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.

PURCHASER's Initials: _____
SELLER's Initials: _____

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 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 the Effective Date 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. PURCHASER shall be responsible for recording the deed and half of all general closing expenses (settlement fee, courier fees, overnight package, etc.). SELLER is responsible for documentary stamps on the deed and half of all general closing expenses and their own legal fees. All other costs of closing shall be borne by PURCHASER.

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

PURCHASER's Initials: KS
SELLER's Initials: ____

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.

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 not 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 purchase of the Property by PURCHASER.

11.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder in this Agreement. SELLER's execution of this Agreement does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; 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

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SELLER's Initials: ____

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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, leases, rights-of-way, easements, covenants, conditions or restrictions.

11.5 INTENTIONALLY DELETED.

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.

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 Without independent inquiry, 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 or 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 INTENTIONALLY DELETED

11.10 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.

11.11 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.

11.12 Title. SELLER is and will be on the Closing Date, the owner of valid, good,

PURCHASER's Initials: _____
SELLER's Initials: _____

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).

11.13 Additional Warranties and Representations of SELLER. As a material inducement to PURCHASER entering into this Agreement, SELLER, to the SELLER'S actual information and belief and without independent inquiry, hereby represents and warrants the following:

11.13.1 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.

11.13.2 INTENTIONALLY DELETED

11.13.3 INTENTIONALLY DELETED

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.

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 materially untrue or materially 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

PURCHASER's Initials: RB
SELLER's Initials: AA

accordance with Section 3 and neither Party shall have any further rights hereunder, or (2) seek specific performance of this Agreement, thereby 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 for a period not to exceed one year.

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 or by electric transmission to the following addresses:

If to Seller:
Ajit Asrani, Title Manager
Irache Partners, LLC
4200 Granada Boulevard
Coral Gables, FL 33146
Email: ajitasrani@yahoo.com

With a copy to:
Leslie R. Evans, Esq
Leslie Robert Evans and Associates, P.A.
2300 NW Corporate Blvd, Suite 215
Boca Raton, FL 33431
Email: evans@LREvansPA.com

If to Purchaser:
Timothy Tack, Acting Executive Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
Email: TackT@bbfl.us

PURCHASER's Initials: BS
SELLER's Initials: AA

With a copy to: Kenneth Dodge
Lewis, Longman & Walker, PA
360 South Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
Email: kdodge@llw-law.com

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. If PURCHASER has been dissolved as an entity while this Agreement and/or the attached Lease Agreement are in effect, the provisions of section 163.357(1), Florida Statutes, (as it may be amended from time to time), shall apply.

15. BROKER FEES. The SELLER and PURCHASER hereby state that the Seller has dealt with a real estate broker in connection with the transaction contemplated by this Agreement and Seller is responsible for a sales commission to Suraj Dalal, Kabani Hotel Group ("Broker"). 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 other than Broker. The provisions of this Section shall survive Closing or termination of this Agreement.

PURCHASER agrees and acknowledges that it has dealt with no other broker or finder in regards to this transaction other than the Broker. PURCHASER shall indemnify 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 PURCHASER 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. INTENTIONALLY DELETED

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

PURCHASER's Initials: _____
SELLER's Initials: _____

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 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.

PURCHASER's Initials: PS
SELLER's Initials: _____

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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.

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 for a period of one year from the date of Closing, unless set forth herein to the contrary.

PURCHASER's Initials: RS
SELLER's Initials: _____

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.

18.13 Personal Property: SELLER, at SELLER's sole discretion, shall have the right to either (i) dispose of any personal property on the Property consisting of only furniture or appliances prior to Closing, or (ii) to leave said personal property on the Property at Closing.

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

PURCHASER:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Printed Name: Rebecca Shelton

Title: Chair

Date: 8/12/2025

SELLER:

IRACHE PARTNERS, LLC
a Florida limited liability company

Printed Name: Ajit Asrani

Title: Managing Member

Date: 8/15/2025

WITNESS:

Printed Name: Vicki Cartman

WITNESS:

Printed Name: ARTURAS KOZYROVICIUS

ESCROW AGENT

Lewis, Longman & Walker, P.A.

Printed Name: Katrina Boisvert

Date: 8-12-2025

PURCHASER's Initials: RS
SELLER's Initials: AA

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EXHIBIT A

Parcel 1:

A portion of Lot 5, SUBDIVISION OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, Plat Book 1, Page 4, and a portion of Blocks 71 and 73 and the Right-of-Way of N.W. 4th Street, as shown on the plat of BEVERLY HILLS ADDITION NO. 3, Plat Book 13, Page 64, City of Boynton Beach, Palm Beach County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Block 71, as shown on said Plat of BEVERLY HILLS ADDITION NO. 3; thence South 01°20'46" East, along the Southerly prolongation of the East line of said Block 71; a distance of 25.01 feet to a point in the South line of the North half of Lot 5, of the said Plat of SUBDIVISION OF SECTION 28; thence South 89°47'31" East, along said South line a distance of 50 feet; thence North 01°20'46" West, along a line parallel with and 50 feet East of the said East line of Block 71, BEVERLY HILLS ADDITION NO. 3, a distance of 165.52 feet to a point in a line parallel with and 165 feet South of the North line of said Lot 5, SUBDIVISION OF SECTION 28; thence South 89°47'31" East, along said parallel line, a distance of 50 feet; thence South 01°20'46" East, along a line 100 feet East of and parallel with the said East line of Block 71, BEVERLY HILLS ADDITION NO. 3, a distance of 2.75 feet; thence South 89°47'31" East, along a line 167.75 feet South of and parallel with the North line of aforesaid Lot 5, a distance of 110 feet; thence North 01°20'46" West, parallel with the said East line of said Block 71, a distance of 116.78 feet to a point in the South Right-of-Way line of Interstate Highway No. 95 (I-95), as shown on the Right-of-Way Maps thereof being Section 9320-2412, Sheets 3 and 3A; thence South 89°30'44" West, along said Right-of-Way line, a distance of 163.98 feet; thence South 78°33'59" West, along said Right-of-way line, a distance of 264.77 feet; thence South 40°53'00" West, along said Right-of-way line, a distance of 148.18 feet; thence South 02°38'33" West, along said Right-of-way line, a distance of 86.72 feet to the South line of said Block 73; thence South 89°47'31" East, along said South line, the Easterly prolongation thereof, and the South line of said Block 71, a distance of 320.46 feet to the Point of Beginning afore described.

AND

Parcel 2:

The North half of the following described parcel:

That part of the Right-of-way for N.W. 1st Avenue (formerly Poinsettia Street) as shown on the Plat of BEVERLY HILLS ADDITION NO. 3, according to the Plat thereof recorded in Plat Book 13, Page 64, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Northeast corner of Lot 1, Block 72, of said Plat of BEVERLY HILLS ADDITION NO. 3; thence North 89°47'31" West, along the North line of Lots 1 through 7, inclusive, 150.89 feet to the East Right-of-way line of Interstate Road No. I-95; thence North 02°38'33" East along said East Right-of-way line, 50.04 feet to the South line of Lots 31 through 36, inclusive, Block 73; thence South 89°47'31" East, along said South line, 147.27 feet to the Southeast corner of said Lot 36, Block 73; thence South 01°29'58" East 50.02 feet to the said Point of Beginning.

Less and except property described in Order of Taking recorded in Official Records Book 34304, Page 1832, of the Public Records of Palm Beach County, Florida.

AND

Parcel 3:

A portion of Lot 1, Block 73, BEVERLY HILLS ADDITION NO. 3, according to the plat thereof, as recorded in Plat Book 13, Page 64, in the Public Records of Palm Beach County, Florida, lying in Section 28, Township 45 South, Range 43 East, being more particularly described as follows:

Commence a Southeasterly corner of said Lot 1, thence North 01°56'15" West along the Easterly line of said Lot 1, a distance of 76.22 feet to a point on the Southerly Existing Right of Way line of State Road 804 (Boynton Beach Boulevard); thence South 78°08'10" West along said Southerly existing Right of Way line of State Road 804 (Boynton Beach Boulevard), a distance of 14.12 feet to the POINT OF BEGINNING; thence continue South 78°08'10" West along said Southerly existing Right of Way line of State Road 804 (Boynton Beach Boulevard), a distance of 11.11 feet; thence North 66°59'59" East, a distance of 9.80 feet; thence South 50°08'41" East, a distance of 2.41 feet to the Point of Beginning.




POLICE



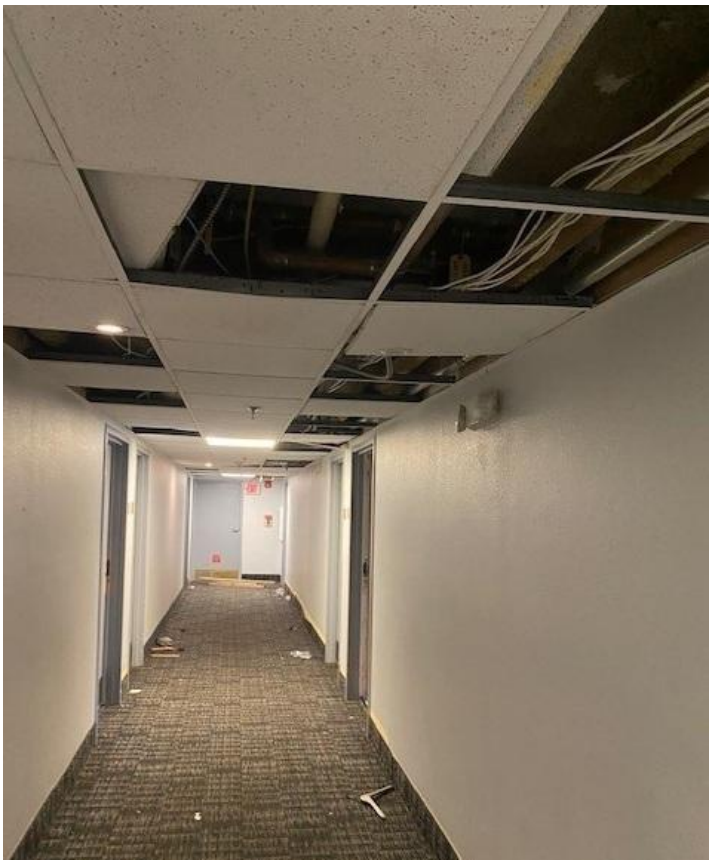






















Boynton Beach Boulevard District

Introduction
Planning Challenges
Planning Considerations
The Vision
Recommendations

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D. District Plans

Introduction

Currently there is no adopted plan for the Boynton Beach Boulevard corridor. There were public workshops held in 2005 to discuss the vision for the corridor, and many of the recommendations from those workshops are incorporated into this plan. There has been little redevelopment progress along the corridor at the scale envisioned by this Plan due to lack of developable parcels, no clear development vision and little to no public investment.

The CRA invested in a public parking lot in 2015 to serve the future downtown growth. The Agency is currently in the planning phase for improvements to Boynton Beach Boulevard.

The Boynton Beach Boulevard District consists of the Boynton Beach Boulevard corridor between I-95 and the FEC Railway. The District extends north to N.E. 3rd Avenue and south to W. Ocean Avenue (west of Seacreast Boulevard) and N.E. 1st Avenue (East of Seacrest Boulevard).

This area is the main entry into the downtown from the I-95 exit and will therefore establish the first impression that visitors and many residents have of the City. The district also provides easy access to the City's public beach, the Boynton Harbor Marina, City Hall, the Children's Schoolhouse Museum and the Library.

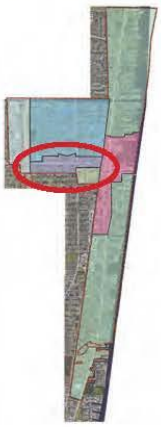
The areas directly north and south of the District are predominately large single-family neighborhoods. There is no buffer between the commercial uses fronting the corridor and residential uses which has held back property values in these neighborhoods.



Figure 10: Boynton Beach District Location Map

Planning Challenges

As the City's population grew, Boynton Beach Boulevard was widened to five lanes thereby accommodating higher traffic speeds and higher traffic volume, while lowering the aesthetic quality of the corridor. Additionally, commercial zoning only extends one-half block deep from Boynton Beach Boulevard which represents insufficient land necessary to support the land assembly and redevelopment for viable commercial uses. As a consequence, business activity along the corridor has primarily consisted of minimal conversion of single-family houses to commercial uses rather than redevelopment at the scale envisioned for this Plan. Nearly all of the parking for the businesses along the Boulevard is



in front of the buildings meaning that in many cases, cars have to back out into traffic. There are numerous curb cuts for each commercial use along the corridor leaving little room for landscape improvements and the pedestrian zone.

Due to the widening of the Boynton Beach Boulevard over the years, vehicular use has been emphasized over pedestrian or bike use. Under the current configuration of the roadway, there is insufficient right-of-way for landscaping, wider sidewalks, bike lanes, bus shelters and street furniture. Recently large utility poles were installed on the south side of the Boulevard adding to the visual blight of the corridor. There are only three signalized intersections that have formal pedestrian crossing zones. Pedestrians must walk several blocks in order to cross the Boulevard.

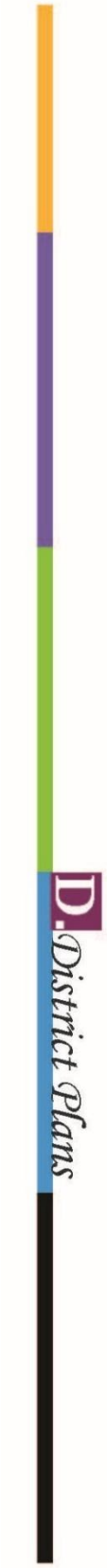
There are no destinations along the corridor to attract the interest of visitors or residents other than City Hall and the Post Office. The majority of the businesses belong to the small service industry with few employees. The buildings are outdated, being constructed from the 1930's to the 1970's. The majority of the buildings are for single-tenant or single-use with no cross-access for pedestrian or vehicular circulation purposes or for sharing of parking resources. Additionally, there are no large parcels ready for redevelopment thereby requiring land assemblage and willing sellers.

City Hall is located along Boynton Beach Boulevard but is envisioned to be relocated into the Cultural District as part of the Town Square project. City Hall and the other civic uses occupy 3.71 acres and offer an opportunity for a public-private partnership to facilitate a catalyst for redevelopment within the District.





Figure 11: Examples of Districts Planning Challenges



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Planning Considerations

Several factors were considered in determining the land use designations for the Boynton Beach Boulevard District. Just east along the District is the location of the future site of the Tri-Rail Coastal Link commuter service on the FEC Rail line, which will serve the South Florida metropolitan region. To improve land development patterns in advance of station development, the City adopted a Downtown Transit Oriented Development District (DTOD), covering a ½ mile radius around the planned station. The DTOD district regulations support increased intensity of development through a 25% density bonus. The Boynton Beach Boulevard District and DTOD district overlap; only the area from I-95 to (approximately) N.W. 2nd Street is not included within the DTOD District.

A second consideration is that the Boynton Beach Boulevard District is entirely enclosed within the Transportation Concurrency Exception Area (TCEA) which, in addition to the residential exception area applicable east of I-95, exempts all development from the Palm Beach County traffic concurrency thus allowing denser development.

The Plan recommends that the higher density and height occur within this District where both the TCEA and the TOD overlap.

NW 1st Avenue Historic District:

The potential NW 1st Avenue historic district contains thirteen properties, seven of which would be considered "contributing properties". The designation process was applied but failed to produce a positive result (although the outcome of the vote was very close). It is recommended that the designation of a historic district be again explored in the future if there isn't any assemblage of the properties on the north side of NW 1st Avenue for commercial development. In the meantime, the owners of the "contributing" sites will be contacted to determine their interest in applying for individual designation of their properties.



Figure 12: Historic Property on First Avenue

Vision

The Boynton Beach Boulevard District is envisioned to serve as a welcoming and beautiful entry into the Downtown District. Pedestrians will be encouraged to walk along the broad sidewalks in the shade of mature trees to visit the various stores and restaurants along the corridor. Bicyclists will safely travel along the corridor and will be able to park their bikes at one of the local shops where they'll meet a friend for a cup of coffee. Visitors will be able to find their way to the marina, the Children's Schoolhouse Museum and the Public Library using the various way finding signs along the corridor. Investors will see the value of developing in downtown Boynton Beach based on the public improvements and will begin to assemble land for development of mixed-use projects.

Recommendations: Streetscape

Streetscape enhancements are recommended for the Boynton Beach Boulevard District. The space for these enhancements may be obtained through either right-of-way dedications or public easements and should include:

- Implement a Complete Streets program for Boynton Beach Boulevard including the addition of:
  - On-street parking
  - Bike lanes
  - Enhanced median with mature tree canopy (at time of planting) and landscape lighting
  - Marking of major intersections with materials such as pavers, paint, etc.
  - Narrowing of travel lanes to create space for landscaping and wider sidewalks and to make the street safer for bicyclists and pedestrians.
- Create a Pedestrian Zone adjacent to the right-of-ways that is inviting, safe and includes:
  - Addition of canopy street trees
  - Minimum 8' wide clear sidewalk
  - Minimum 8' wide active use area abutting the building
  - Decorative light poles at both the vehicular and pedestrian scales
  - Enhanced street furniture, bus shelters, bike racks and receptacles
  - Active uses along the first floor of development
- Create a greenway along the north side of NW 1st Avenue per the Connectivity Plan
- Create way finding signage to mark the entry into the City and brand the district
- Install public art in key locations
- Provide additional pedestrian crossings where needed
- Underground overhead utilities



Figure 13: Boynton Beach Blvd. District Streetscape Recommendations Area

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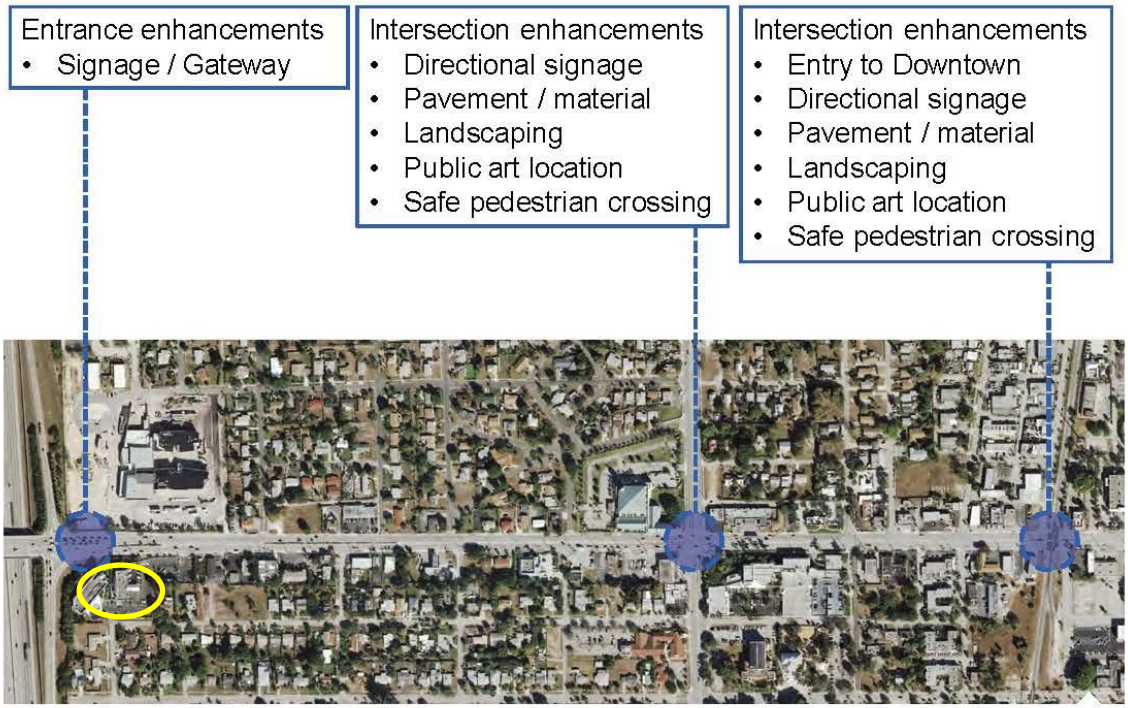


Figure 14: Intersection enhancements on Boynton Beach Blvd.



Figure 15: Example of streetscape enhancements on Boynton Beach Blvd.

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D. District Plans

Boynton Beach Boulevard Design: West of Seacrest Boulevard

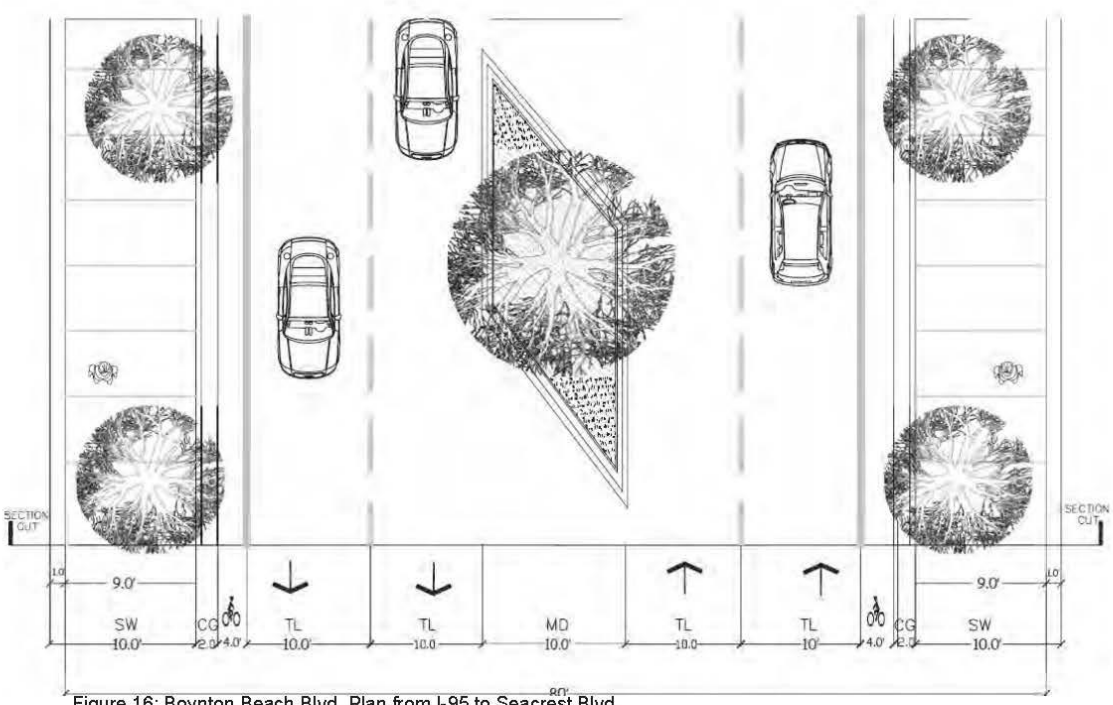


Figure 16: Boynton Beach Blvd. Plan from I-95 to Seacrest Blvd.

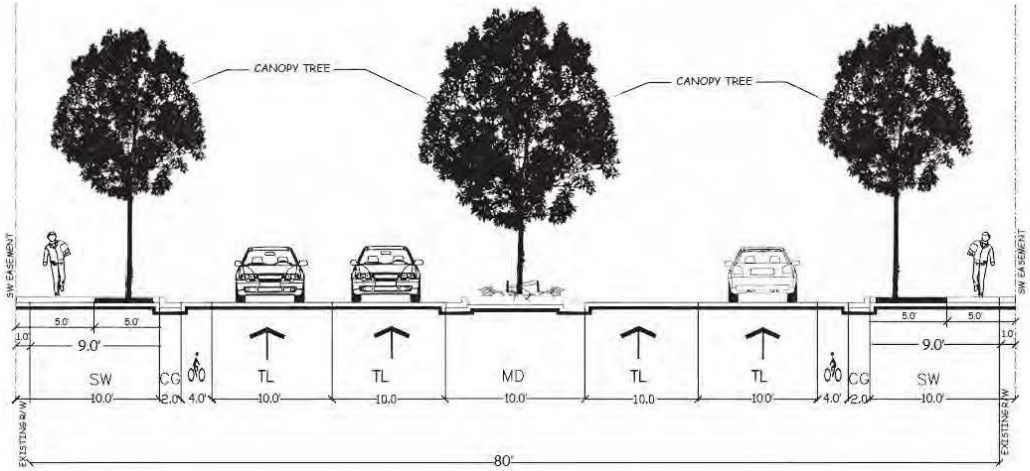


Figure 17: Boynton Beach Blvd. Section from I-95 to Seacrest Blvd.

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Boynton Beach Boulevard Design: East of Seacrest Boulevard

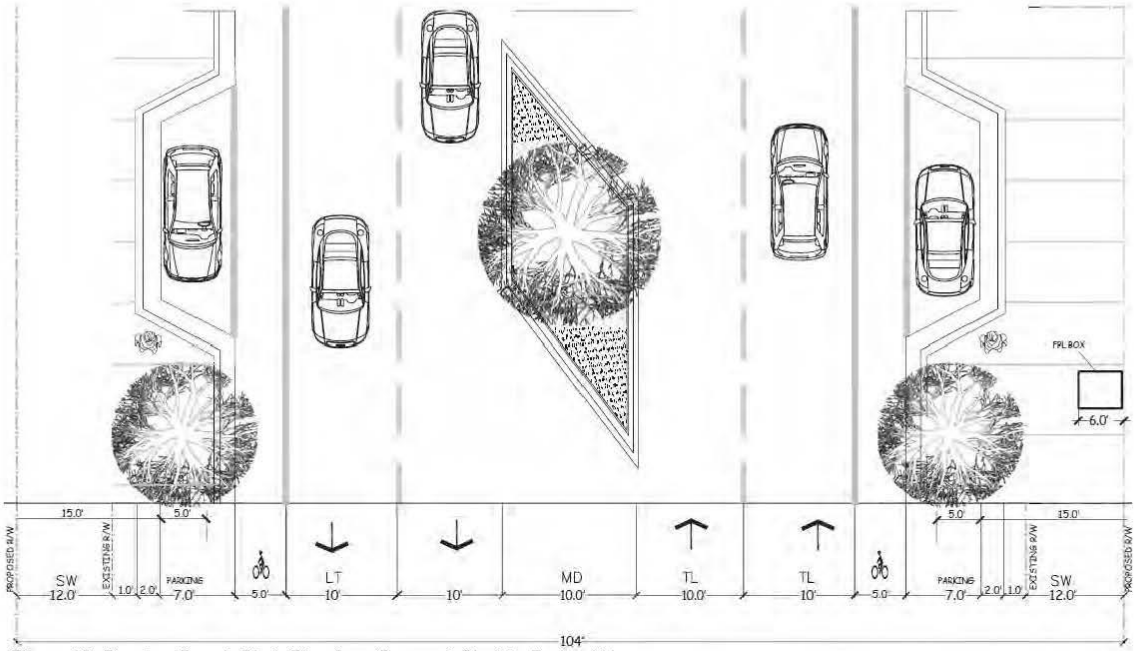


Figure 18: Boynton Beach Blvd. Plan from Seacrest Blvd. to Federal Hwy.

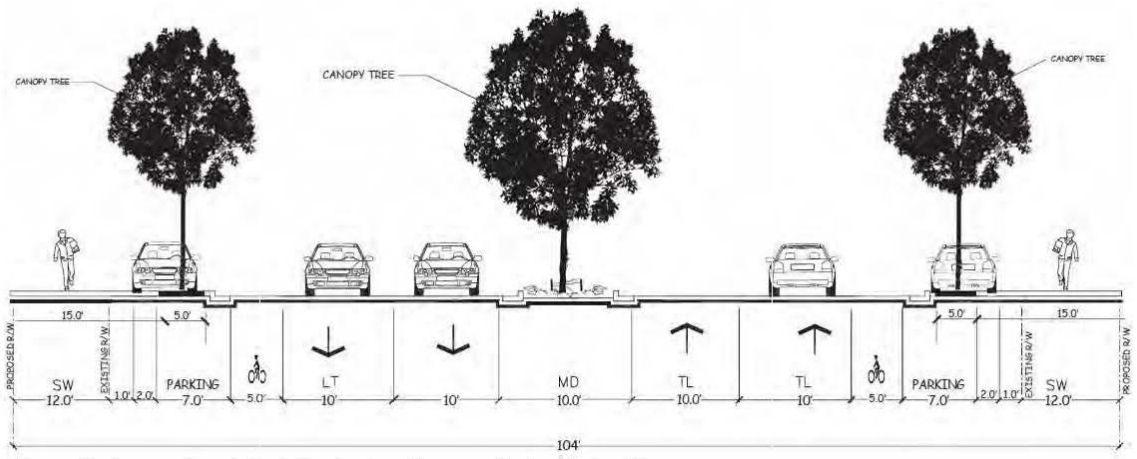


Figure 19: Boynton Beach Blvd. Section from Seacrest Blvd. to Federal Hwy.

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D. District Plans

Recommendations: Land Use

The predominant existing future land use designation along the Boynton Beach Boulevard corridor is Local Retail Commercial. Other future land use designations are Public and Private and Governmental/ Institutional (where City Hall is located) and Office Commercial. The Local Retail Commercial designation only extends one-half block to the north and south of Boynton Beach Boulevard. The lack of depth has prevented successful projects from being developed along the corridor. In order to encourage a vibrant corridor with the desired private development and public spaces, it is recommended that the following future land use changes be made:

- From I-95 east to N.W. 1st Street, change Local Retail Commercial and Low Density Residential to Mixed-Use Low. The Mixed-Use Low land use designation should extend the depth of the block north and south of Boynton Beach Boulevard.
- From N.W. 1st Street east to N.E. 3rd Street, change Local Retail Commercial, Public and Private Governmental/Institutional, Medium Density Residential, General Commercial to Mixed-Use Medium Future Land Use. The Mixed-Use Medium land use designation should extend the depth of the block north and south of Boynton Beach Boulevard.
- From N. E. 3rd Street east to the FEC Railroad, change General Commercial, Industrial, Local Retail Commercial to Mixed-Use High future land use designation. The Mixed-Use High future land use designation should extend the depth of the block north and south of Boynton Beach Boulevard.

Below is a table showing the proposed land use and zoning designations that will apply along the Boynton Beach Boulevard corridor:

Table 3: Recommended Future Land Use (FLU) Classifications within the Boynton Beach Blvd District

LAND USE	DENSITY	CORRESPONDING ZONING	DENSITY CAP	MAX HEIGHT*
Low Density Residential	5	R1AAB, PUD, MHPD	5	30'
Mixed-Use Low	20	MU-1	20	45'
Mixed-Use Medium	50	MU-2	40	65'
		MU-3	50	75'
Mixed-Use High	80	MU-4	60	100'
		MU Core	80	150'

*Properties located within the TOD may recieve a 25% density bonus

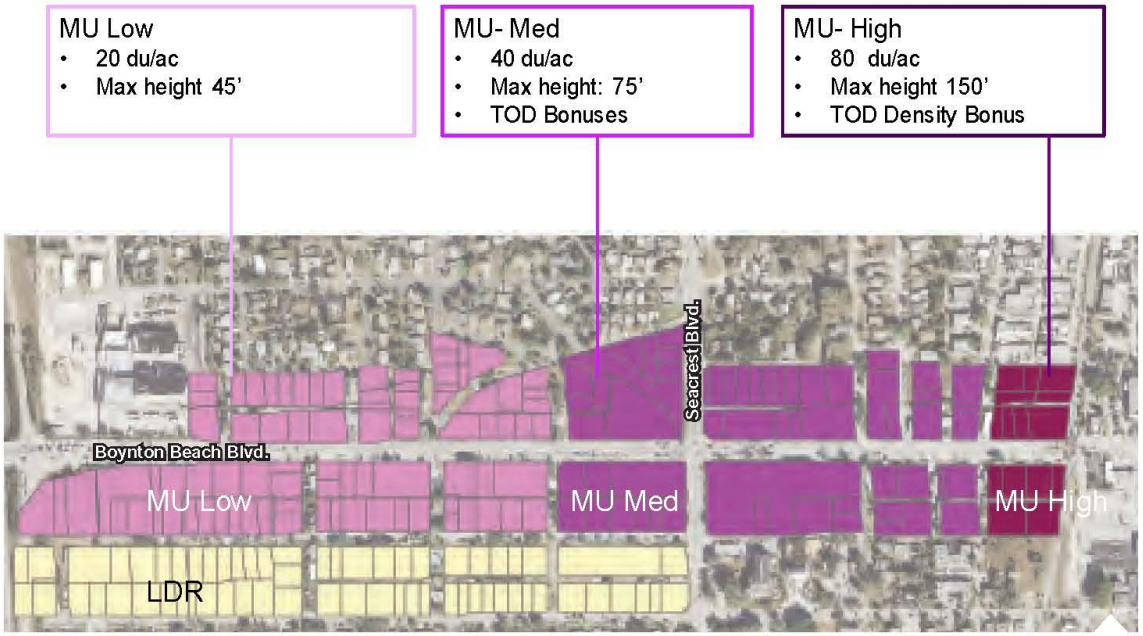


Figure 20: Recommended Future Land Use for the Boynton Beach Blvd. District

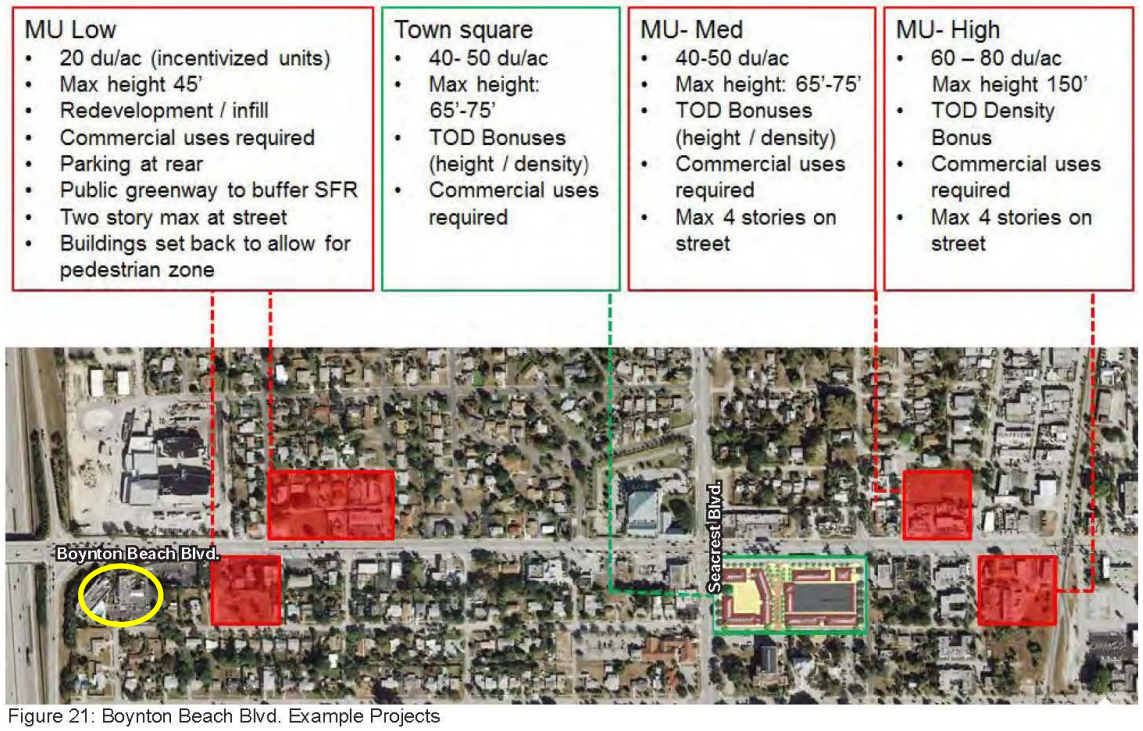
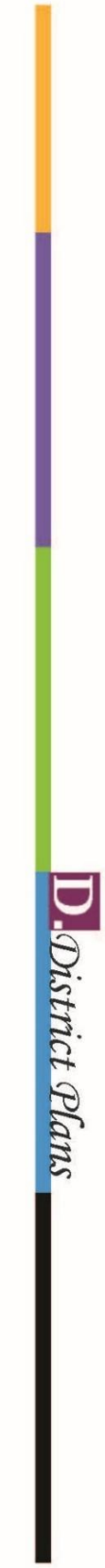


Figure 21: Boynton Beach Blvd. Example Projects

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Figure 23: Example of Mixed Use Low Project on Boynton Beach Blvd.

Figure 25: Boynton Beach Blvd. District Master Plan



D. District Plans

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Recommendations: Urban Design

Create an overlay district for Boynton Beach Boulevard to control height at street frontage, building setback, design, uses, and overal character.

- The building shall be setback to accommodate the pedestrian zone.
- Active commercial uses shall be required on the street frontage of Boynton Beach Boulevard. Automobile oriented uses, such as, gas stations and car washes, are prohibited. Drive-thrus are only permitted when not visible from right-of-ways and completely behind a structure.
- Buildings fronting Boynton Beach Boulevard shall have maximized glazing on first floors.
- Approximately 75% of the lot frontage must be occupied by structure and adjacent to the pedestrian zone.
- Buildings fronting Boynton Beach Boulevard shall have a minimum height of 30'
- Buildings fronting Boynton Beach Boulevard shall be a maximum of 45' in height, any additional height permitted by the zoning districts must be stepped back proportionately to the overall height, a minimum of 10' deep.
- Parking shall be located to the rear or side of the property. MU-L Land Uses are permitted to have one (single loaded) row of parking in front of the structure.
- Only when access is not possible from the rear or side shall curb cuts be permitted on Boynton Beach Blvd.
- All buildings along Boynton Beach Blvd shall have pedestrian access from the right-of-way/ sidewalks.
- The main pedestrian entry, or front door, must be fronting Boynton Beach Blvd.
- Mixed use projects adjacent to single-family areas shall include greenways for proper buffering

Staff will review architectural styles and make recommendations regarding Architectural Guidelines that may enhance the character of the District. This process will include public input.

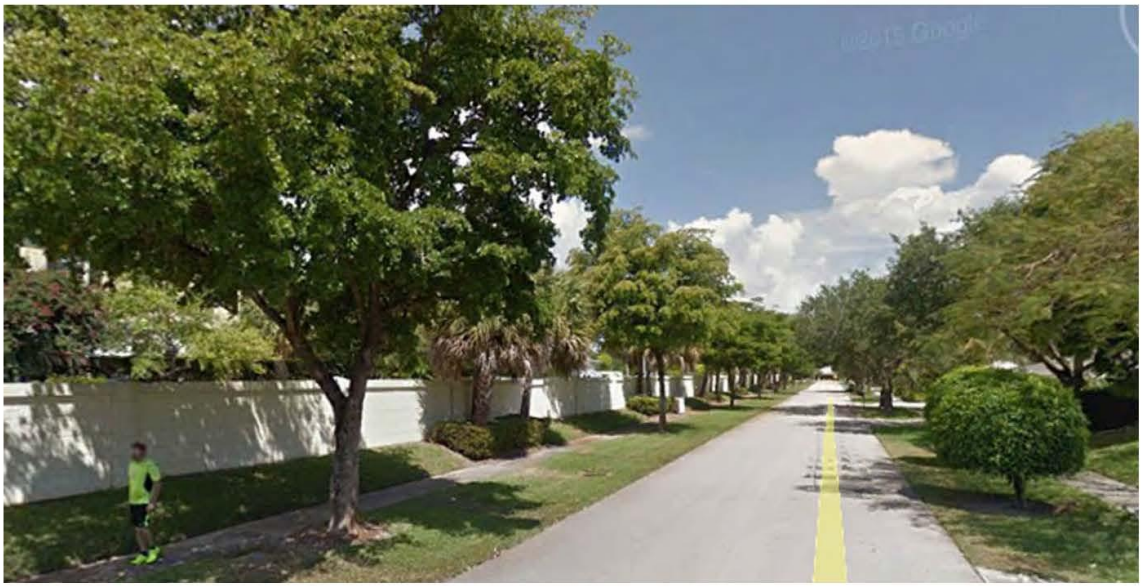


Figure 22: Example Greenway Recommended on First Avenue

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Figure 24: Example of Mixed Use Medium Project on Boynton Beach Blvd.



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D. District Plans
CENTRO CULTURAL
ocean avenue district
ONE WAY

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III. Estimated Timeframe for Completion

Due to the condition of the property the BBCRA has been working with the City to ensure an expedited demolition. This will include fast tracking the permit and procuring the demolition through the City via an Interlocal Agreement.

Demolition permits are expected to be issued within 30-45 days from application. Demolition is anticipated to take no longer than 60 days from obtaining a permit. The project would be completed and closed out within the 12-month 2025-2026 SWA grant cycle.

The BBCRA has conducted a Phase I and asbestos inspection with both reports rendering no findings. No further time will be needed for additional inspections or reports.

IV. Project Schedule

Task	Start Date	Completion Date	Entity Responsible
Demolition	February 1, 2026	May 1, 2026	BBCRA/City Boynton Beach

* Dates anticipate grant award and execution of ILA by December 31, 2025

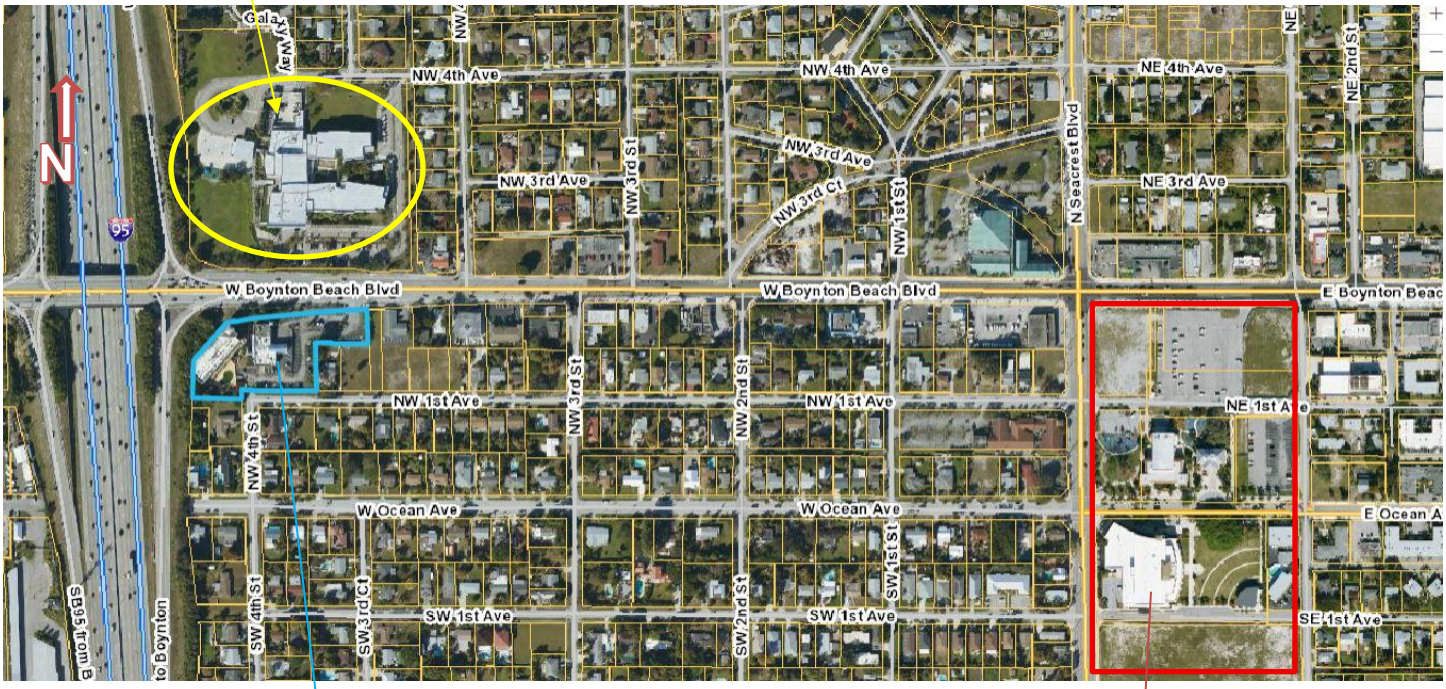
V. Project Location

480 West Boynton Beach Boulevard, Boynton Beach, FL 33435
Parcel Control Number: 08-43-45-28-15-071-0010

https://pbcpao.gov/Property/Details?parcelId=08434528150710010

Location Map

Galaxy E3 Elementary School



Project Site – Inn at Boynton
480 W. Boynton Beach Blvd.

CITY HALL – CULTURAL CENTER
TOWN SQUARE PROJECT

VI. How Will the Projects be Maintained?

The BBCRA employs a full-time Development Services Manager, Ms. Theresa Utterback, whose primary job is to procure services and manage all activities needed to rehabilitate/renovate and maintain all BBCRA-owned properties. In addition, the BBCRA also contracted with Vincent and Sons Landscaping, Inc. for property and lawn maintenance services for BBCRA-owned properties. All services have been previously procured in accordance with the BBCRA's procurement policy. This will ensure that the property maintenance will not be interrupted.

Ms. Utterback will be the BBCRA's representative for the SWA Blighted and Distressed Property Clean-Up Grant Program. She will be overseeing the administrative components of the grant and daily implementation through the BBCRA's contractors.

Successful revitalization/redevelopment does not stop at the brick-and-mortar activities. Ongoing maintenance needs to be considered to protect the public and private investments within the entire BBCRA Area, not just on BBCRA-owned properties. The BBCRA will continue to commit its resources and employ best management practices on a regular basis to achieve the highest standard of care and the most efficient fiscal management.

Below is the link to the Contract with Vincent and Sons Landscaping, Inc. for FY2021-2024 as approved by the BBCRA Board on June 8, 2021. Vincent and Sons Landscaping, Inc. Contract:
https://www.boyntonbeachcra.com/home/showdocument?id=1105&t=638626783999629336

On July 8, 2025, the BBCRA Board approved the extension of the contract with Vincent and Sons Landscaping, Inc. for a one-year term from June 30, 2025, to June 30,2026,6 in accordance with the original contract (executed Amendment for Renewal and 7/8/25 Minutes approving the renewal below).

AMENDMENT TO RENEW STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Contractor Agreement dated June 30, 2021 (the "Agreement") is hereby renewed through this Amendment to the Standard Form of Agreement made by and between **Vincent and Sons Landscaping, Inc.** ("Contractor") and the **Boynton Beach Community Redevelopment Agency**, located at 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435 (hereinafter the "CRA") (collectively the "parties").

WHEREAS, the parties previously entered into an Agreement pursuant to the Invitation to Bid to Perform Landscape Services on Properties Owned by the Boynton Beach CRA issued March 29, 2021; and

WHEREAS, the CRA is in need of Contractor Services beyond the termination date of the original Agreement; and

WHEREAS, the Agreement provides that the CRA may renew the Agreement for three (3) additional one-year term; and

WHEREAS, the parties desire to renew the Agreement under the same terms and conditions except as expressly altered herein;

WHEREAS, this Amendment will continue to be in furtherance of the CRA Plan;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both parties acknowledge, the parties agree as follows:

I. **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.

II. **Renewal of the Agreement.** The Agreement is hereby renewed for a period of one (1) year. The renewal is subject to the amendments to the Agreement contained in this Amendment.

III. **Alteration of Terms.** The terms of the Agreement remain in full force and effect, except for those terms explicitly amended by this Amendment. Amendments to the Agreement are shown as follows: additions are shown in underlined format; deletions are shown in strikethrough format. Specifically, the paragraphs and subparagraphs from the Agreement identified below shall be amended as follows:

a. **Dates and Times Amended.** The following dates and times in the Agreement are amended as follows:

i. Agreement end date is extended for one (1) year from June 30, 2025 to June 30, 2026.

IV. **Effective Date of this Amendment.** This Amendment will become effective at the date

4928-4379-4249, v. 1

and time that the last party signs this Amendment with the services being renewed the day after the prior period's end date to ensure no lapse in the Contractor Services. The Agreement, as amended by and including this Amendment, will automatically terminate after the performance of the Contractor Services and payment by the CRA, or on June 30, 2026, whichever occurs last.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year written below.

OWNER:

Boynton Beach Community Redevelopment Agency

Witness: Vicki Clayman

By: _____

Print Name: Rebecca Shelton

Title: CRA Board Chair

Date: 7/8/2025

CONTRACTOR:

Vincent and Sons Landscaping, Inc.

Witness: Bri Smith

By: _____

Print Name: Dawn Vincent

Title: Pres

Date: 7-13-25

4928-4379-4249, v. 1

David Katz asked for clarification on the public comment policy for the meeting.

Chair Shelton advised that comments would be taken under Old Business and New Business.

Ali Sweid shared that he loves the City of Boynton Beach. He expressed strong support for the assembly of the parcels on Boynton Beach Boulevard, asserting it would be an incredible opportunity for the community that would create jobs and be great for the local businesses.

Frank Passeggiata, a longtime resident and business owner in Boynton Beach, expressed his appreciation for the Community Redevelopment Agency (CRA) and its efforts and accomplishments. He highlighted the significant growth in Boynton Beach compared to other cities that are not contributing to their residents. He voiced his support for agenda item 15A, noting that it serves as the city's entry point and offers great potential for future development with long-term benefits.

Mack McCray expressed appreciation for the positive feedback he heard during the CRA and City Commission meetings, noting that the staff was actively addressing citizen concerns in the Chambers.

Chair Shelton opened virtual comments. There were no virtual comments. Chair Shelton closed virtual comments.

Item 14A, 15B, and 15C, were heard prior to Item 11.

11. Consent Agenda

A. CRA Financial Report Period Ending May 31, 2025

B. CRA Financial Report Period Ending June 30, 2025

C. Approval of the CRA Board Meeting Minutes for May 13, 2025

D. Approval of a One (1) Year Extension of Contract with Vincent and Sons Landscaping, Inc. for Lawn Maintenance of CRA Owned Properties

E. Approval of the Commercial Rent Reimbursement Grant Program in the Amount of $12,900 to Simon Warren Enterprises LLC d/b/a Furniture Medic located at 1370 W. Industrial Avenue, Unit 108

F. Approval of the Commercial Business Marketing Grant Program in the amount of $2,500 to Tipsy Salonbar of Boynton Beach, located at 1515 S. Federal Highway, Boynton Beach, FL 33435

G. Approval of Waiver and Approval for the Commercial Property Improvement Grant Program in the Amount of $25,000 to Colonial Center Association Inc. located at 1230 S. Federal Highway, Unit 101

Motion:

Board Member Turkin moved to approve the Consent Agenda. Vice Chair Hay seconded the motion. The motion passed unanimously.

12. Pulled Consent Agenda Items

None.

13. CRA Advisory Board

A. Pending Assignments - Assignments from the CRA Board Assigned at the February 13, 2024 and the January 14, 2025 CRA Monthly Board Meetings

B. Reports on Pending Assignments

Acting Executive Director Tim Tack reported that the CRA Advisory Board (CRAB) made suggestions at its June meeting on ways to beautify the area for those in the CRA District beyond what the City requires, and continued discussion on a splash pad, which they intend to present to the Board later. He noted that the July meeting was canceled due to the Independence Day holiday and that the August agenda will include how to honor the two Heisman Trophy winners, as well as street naming. He stated that the Board reviewed two (2) properties, including item 15A on this agenda and the property at 870 Industrial Avenue and voted to pursue both as land banking opportunities. He noted that the Industrial Avenue property is no longer available.

14. Old Business

A. Update on Recruitment of Executive Director Candidates by S. Renee Narloch & Associates

Mr. Tack introduced the item and explained that in January 2025, the Board had chosen S. Renee Narloch & Associates as its recruiting firm. One June 30, 2025, the firm provided a recommended candidates booklet that highlights four (4) candidates that possess the necessary qualifications and experience. S. Renee Narloch & Associates conducted preliminary interviews, and the Board also has the ability to review the 28 candidates who submitted applications.

Chair Shelton stated that she had been reflecting on the ongoing effort to find an Executive Director and the critical nature of the role. She noted that the CRA had worked with S. Renee Narloch & Associates since February 2024 as well as a prior 16-month search with without any success. She expressed concern that recruiting from communities with little similarity to Boynton Beach was not setting the CRA up for the right fit. She proposed ending the recruitment contract and scheduling a presentation from RMA Executive Search due to its proven track record in nearby cities.

Board Member Kelley advised that she did not have any prior knowledge of RMA.

Board Member Penserga moved to table the item for staff to bring back more information. Board Member Romelus seconded the motion. The motion passed unanimously.

C. Consideration of Award and Contract for Responses to the Invitation to Bid to Perform Landscape Maintenance Services on Properties Owned by the CRA

Ms. Utterback explained the current contract is up at the end of June. They went out to bid and received three responses. She reviewed the lowest bid was Vincent and Sons who is the current contractor.

Motion

Vice Chair Hay moved to approve. Board Member Katz seconded the motion. The motion passed unanimously.

17. Future Agenda Items

A. Discussion and Consideration of a Purchase and Development Agreement between the CRA and Habitat for Humanity of South Palm Beach County, Inc. for the CRA Owned Property located at 545 NW 11th Avenue

B. Consideration of Award and Contract for Responses for the Management of the Boynton Harbor Marina

C. Approval of the FY 2021 - 2023 Boynton Harbor Marina Dockage Lease Agreement

D. MLK Jr. Boulevard Corridor Commercial Redevelopment and Affordable Multi-Family Rental Apartment Project Update

E. Ocean Breeze East Affordable Multi-Family Rental Apartment Project Update

18. Adjournment

Mr. Karjalainen read a closing statement explaining how the public could access the video. There being no further business to discuss, Chair Grant adjourned the meeting at 7:30 p.m.

Catherine Cherry
Minutes Specialist

VII. Project Budget

Three (3) estimates were obtained for the demolition of the buildings as part of the process for purchasing the site. The bid prices are provided below and attached for reference:

- Allied Bean Demolition Contractors - $429,869.00
- Point Break Demolition - $1,275,403.00
- Wildcat Demolition - $413,991.00

To expedite the demolition the BBCRA enter into an Interlocal Agreement with the City of Boynton Beach for the demolition of the site in the amount of $500,000.00 (Interlocal Agreement provided below).

The BBCRA is respectfully requesting $75,000 in grant funding from SWA which is 15% of the demolition cost of $500,000.00.

Blighted Grant Budget Form

Materials/Services Description	Quantity	Unit cost	Sales tax	Other Charges (if any)	TOTAL	Other Funding Sources			
						Cash (a)	Donations (b)	Private Grants (c)	Grant Request (d)
Demolition of 480 W. Boynton Bech Blvd. - The Inn at Boynton	1	$500,000.00			$500,000.00	$425,000.00			$75,000.00
				TOTALS	$500,000.00	$425,000.00			$75,000.00
Total Grant Request (d)					$75,000.00				
Total Project Cost (a+b+c+d)					$500,000.00				

ALLIEDBEAN | DEMOLITION CONTRACTORS

Budget Proposal

Date: July 25, 2025

Customer: Boynton Beach CRA
Project: 5557 - The Inn at Boynton
Address: 480 W Boynton Beach Blvd Boynton Beach FL

Email: UtterbackT@bbfl.us Attn: Theresa Utterback

Dear Theresa,
We are pleased to submit a proposal for the project located at 480 W Boynton Beach Blvd Boynton Beach FL. AlliedBean Demolition, Inc. (hereafter known as AB) proposes to supply all supervision, labor, equipment, and materials necessary to complete the work for the above-referenced project in accordance with NO drawings.

Work By Alliedbean:

1. **Breakout Pricing Provided in Payment Section of Proposal**
2. Demolition, Removal & Disposal of (2) Two/Four Story Buildings Including Slabs & Foundations up to 36" below slab on grade, (piles extraction by others)
3. Removal & Disposal of Asphalt Pavement (base by others)
4. Removal & Disposal of Concrete Sidewalks, Slabs, Pads, Curbs, Walls, Wheel Stops, Ramps, Decks, Pavement
5. Removal & Disposal of Fencing & Signs, Light Poles & Bases
6. Freon Abatement, Bulbs, Ballasts, Mercury Switches, Etc.
7. Rough Grading of Demolition Area leaving area in flat, void free condition, (using on site materials)
8. Haul all debris generated to a certified landfill/ recycling facility
9. Work to be completed in (1) One Mobilization

Work by Customer:

10. Customer to provide survey(s) locating any hazardous and/or regulated materials.
11. Customer shall approve, verify and layout all work, with an agent of AB to insure proper removal per the Customer's needs.
12. Customer is to locate all utilities within the work area and either disconnect, reroute or protect them.
13. Customer to obtain permits and pay permit fees.
14. Customer to provide reasonable access and egress using equipment to work area for debris removal, (per site visit/ logistic meeting)
15. Construction fence and/or MOT for the job site as/if required by city code.

Proposal Clarifications and Exclusions:

16. AB will have exclusive occupancy of the entire work area to perform the removal work. AB will not be responsible for any person who enters the work area unless such person or persons has obtained permission from an AB agent on site.
17. Unless mentioned above this proposal does not include identifying, testing, handling, or disposal of any regulated, special, or hazardous materials, (to include underground fuel tanks)
18. AB will NOT be responsible for the protecting, shoring, bracing and/or underpinning of any structures designated to remain unless otherwise mentioned in this agreement.
19. This proposal does not include demolition for other trades (plumbing trenches, core drills, duct openings, etc.) unless otherwise mentioned above in "Work by AB".
20. Dewatering
21. Asbestos or lead abatement
22. Temporary water for dust control
23. Backfill

500 E. Broward Blvd., Suite 1710
Fort Lauderdale, FL 33394

24. Nights or weekend work
25. MOT/ Lane closures
26. Seeding or sodding
27. Patching or repair work
28. Tree Removal or Tree protection
29. Owner salvage
30. Permits, (all)
31. Shoring/ bracing
32. Utility cut and caps
33. Underground utilities or UST's
34. Fencing/ pedestrian barricades/ silt fencing
35. This proposal agreement shall supersede over all previously submitted proposals submitted by AB for this project. Previously submitted proposal(s) prior this proposal/agreement dated shall be null and void.

Payment:

A 30% deposit may be required 15 days prior to the agreed upon start date. AB will be paid within 10 days of the completion date, which is the last day on site. N**o retention will be held.** A mutually agreed upon payment schedule will be agreed upon with the first payment being received 30 days after the first day on site

In the event any action is instituted to enforce any of the provisions of this contract or to collect money due hereunder, AB shall be entitled to reimbursement for any attorney & collection fees or any related expenses. If payment is not made within the time specified above, a monthly interest of 3% will be added to the unpaid balance.

Total Budget Proposal Amount: $429,869.00
(Four Hundred Twenty Nine Thousand Eight Hundred Sixty Nine Dollars and No/100's)

Breakout Pricing

Building Demolition	$399,209.00
Site Demolition	$ 30,660.00

AlliedBean Demolition, Inc.

Signature: _____

Name: Robert Cox Date: July 25, 2025

Phone: 954-998-6204

Email: robert@alliedbean.com

Customer: Boynton Beach CRA

Signature: _____

Name: _____ Date: _____

Phone: _____

Email: _____

500 E. Broward Blvd., Suite 1710
Fort Lauderdale, FL 33394

Point Break Demolition

Josh Barnett (CGC1537896)
953 Churchill Rd wpb FL 33405
561-596-0641
www.pointbreakdemolition.com
JBarnett@pointbreakdemolition.com

ESTIMATE
EST0416

DATE
07/24/2025

TOTAL
USD $1,275,403.00

TO

Boynton Beach CRA

Theresa Utterback
utterbackt@bbfl.us

DESCRIPTION	RATE	QTY	AMOUNT
Structural demolition/sqft Demolition of 2 commercial structures totalling 54,946sqft. Steel beam construction with CBS envelope, modified bitumen roofing, slab/ footers. Includes post demolition grading. Rooms with furnishings, all finishes and accessories 4-5 stories with parapets and ancillary features exceeding 50ft in height requiring specialty equipment. Full size long reach excavators and possible Crane operation.	$10.00	54,946	$549,460.00
Commercial pool Commercial size swimming pool 938sqft with concrete coping and deck	$25,000.00	1	$25,000.00
Site wall removal/ linear ft Cement wall removal- machine Demolition	$6,769.00	5	$33,845.00
Concrete deck demolition	$5.00	3,997 Sqft	$19,985.00

DESCRIPTION	RATE	QTY	AMOUNT
Asphal/pavement removal Asphalt/pavement removal	$1.50	53,368 Sqft	$80,052.00
Chainlink fence removal	$3.00	687	$2,061.00
Dump truck/Disposal Fee Waste material transport and disposal per load.	$500.00	1,070	$535,000.00
Construction fencing Construction perimeter fencing with silt fence. Approximately 1200 linear feet	$25,000.00	1	$25,000.00
Permit processing Includes permit processing, permit fees and county fees. Utility disconnect, sewer cut and cap	$5,000.00	1	$5,000.00

SUBTOTAL	$1,275,403.00
TAX (7%)	$0.00
TOTAL	**USD $1,275,403.00**

480 West Boynton Beach Blvd.

All measurements and materials from Palm Beach County Property Appraisers website and city structural report.

25% mobilization
25% progress payments at percentage milestones.

SUBAREA AND SQUARE FOOTAGE FOR BUILDING 1

CODE DESCRIPTION	SQUARE FOOTAGE
MOTEL LOBBY	450
HOTEL LOW-RISE	2448
BANQUET ROOM	4300
PARKING LEVEL FLOORS	0
Total Square Footage	7198

Number of Units	101
Total Square Feet*	47748
Acres	2.11
Property Use Code	3900—MOTEL
Zoning	C3—C3 COMMUNITY COMMERCIAL (08-BOYNTON BEACH)

Request Structural Details Change

*May indicate living area in residential properties.

PROPERTY INFORMATION

STRUCTURAL ELEMENT FOR BUILDING 1

Year Built	1981
HOTEL/MOTEL LO RISE	7198

Print Building 1 Details

SKETCH FOR BUILDING 1



Print Building 1 Sketch

PROPERTY EXTRA FEATURES

DESCRIPTION	YEAR BUILT	UNITS
Wall	1981	2526
Patio	1981	3375
Wall	1981	2054
Paving-Asphalt	1981	3032
Paving-Asphalt	1981	49216
Wall	1981	1389
Wall	1981	800
Swimming Pool Commercial	1981	936
Fence- Chain Link 6ft #11 Gaug	1981	312
Patio	1981	622
Paving-Asphalt	1981	1120
Fence- Chain Link 6ft #11 Gaug	1981	375

Thanks for your business!

WILDCAT DEMOLITION
SINCE 1980

SCOPE SHEET

This document is to take precedence over, and be attached to, the contract documents

PROJECT NAME: The Inn Boynton, Job # s25159
480 Boynton Beach Blvd
Boynton Beach, FL 33435

BID DATE: July 28, 2025

CLIENT: Boynton Beach CRA
Attn: Utterback, Theresa <UtterbackT@bbfl.us>

DRAWINGS: NONE

SCOPE:
Demolish and remove the following:

1. **Single story building and underground parking lot including slab on grade and foundations**
2. **4 story hotel including slab on grade and foundations**
3. **Adjoining concrete walkways and sidewalks**
4. **Pool and pool deck, retaining walls, fencing, bride and canopy**

Alternate:

1. **Asphalt, wheel stopper, curbing and parking lot retaining wall**

STANDARD EXCLUSIONS:
Utility Disconnects, Protection, and/or Identification; Permits or Fees of any kind
Removal, Handling or Identification of Hazardous/Regulated Materials; Environmental Notice
Salvage of Items for Owner or GC; Removal of Owner Inventory
Tree Removal, Protection and/or Damage; Site Restoration; Grubbing
Protection, Patching or Repair of Remaining Surfaces and/or items to remain; Sawcutting
Removal or Hauling in of Fill; Site Demolition or Other Site work (unless otherwise indicated above)
Shoring, Bracing, Backfill, Compaction, Dewatering; Erosion Control; Layout of Demolition Items;
Vehicular and/or Pedestrian Traffic Control/Maintenance; Any and All New Work

CLARIFICATIONS:
BID BASED ON: Wildcat's standard insurance; attaching "Scope Sheet" to an agreeable contract; single mobilization; use of track machinery; non franchised disposal; Foundation/structure removals down to 2' below slab grade (no piling removal). Slabs assumed standard thickness (<6") & non-reinforced; foundations assumed standard thickness (<2'); any deviation may result in additional costs. **Wildcat reserves all scrap and/or salvage rights including all MEP items**. Prior to Wildcat mobilizing in any given area: UTILITIES are to be cut/capped & rerouted; any necessary to remain shall be deactivated, clearly marked physically, and protected as necessary by others. Client to supply: asbestos survey; water and hookup within 50' of any given work area; reasonable egress for demolition equipment and trucking; Payment expected as follows: 20% down upon execution of contract; monthly draws thereafter; payment in full within 15 days of completion (no retention withheld). This pricing is good for 30 days.

BASE BID:

Total lump sum for demolition.....	$ 386,991
Alternate1	$ 27,000

6671 W Indiantown Rd, Ste 50 PMB 389, Jupiter, FL 33458
Phone: 954-766-9922 estimating@wildcatdemo.com
Page 1 of 1

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 9, 2025

OLD BUSINESS

AGENDA ITEM 14.G

SUBJECT:
Discussion and Consideration of the Adoption of "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for Funding Construction and Professional Services

SUMMARY:
Following the FY 23-24 Budget approval in September 2023, the CRA and City entered into an Interlocal Agreement (ILA) to provide CRA funding for design activities, materials and equipment, and installation costs associated with the physical improvements for specific projects as outlined in the CRA's Project Fund (see Attachment I). The ILA details the responsibilities of the City and CRA, the procedures for reimbursement funding to the City, and the reporting requirements by the City to ensure compliance with the Plan and Florida Statutes.

As an overview, the City will be responsible for overseeing the projects, coordinating with the contractor(s) and other entities as necessary for the completion of the projects. Additionally, the City will also be responsible for the maintenance of the improvements as a result of the project, along with contracting with other entities as necessary to comply with applicable codes.

Per Paragraph 4 of the ILA, Exhibit A shall be updated at least annually. The FY 24-25 Exhibit A was approved as Attachment II.

Beginning in April 2025, CRA and City staff met to discuss upcoming projects to include in the FY 25-26 Budget discussions. Coordination meetings with City staff were held on April 15th, May 1st, June 5th, July 2nd and August 15th (see Attachment III). On August 26, 2025, City staff confirmed the final Exhibit A as attached.

Attachment IV is the FY 25-26 Exhibit A which has also been incorporated in the FY25-26 Project Fund Budget. The City Commission will also review and adopt Exhibit A on September 18, 2025.

FISCAL IMPACT:
FY 2023-2024 Budget, Project Fund, Line Item 02-58200-406, $575,000
FY 2024-2025 Budget, Project Fund, Line Item 02-58200-406, $1,950,000

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
1. Approve the Adoption of "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for the Interlocal Agreement for Funding Construction and Professional Services.

2. Do not approve the Adoption of "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for the Interlocal Agreement for Funding Construction and Professional Services.

3. Provide alternative direction based on CRA Board discussion.

ATTACHMENTS:

Description

- Attachment I - R23-161 - ILA for Funding Construction and Professional Services
- Attachment II - R24-251 Adoption of Exhibit A
- Attachment III - City/CRA Meeting Recaps
- Attachment IV - FY 25-26 Exhibit A

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING CONSTRUCTION/PROFESSIONAL SERVICES

THIS AGREEMENT is made this 7th day of November 2023, by and between the **CITY OF BOYNTON BEACH,** a Florida municipal corporation (hereinafter referred to as **"CITY"**), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the **"BBCRA"**).

WITNESSETH:

WHEREAS, the **CITY** will be performing various construction projects located in the Community Redevelopment Area as shown in Exhibit "A" (collectively, the "Projects" and each individually a "Project"); and

WHEREAS, the Projects provide improvements to the Community Redevelopment Area ("CRA Area") that are anticipated to reduce slum and blight and enhance the redevelopment potential of properties within the CRA Area; and

WHEREAS, the **BBCRA** is providing funding for the Projects in the amounts identified in Exhibit "A;" and

WHEREAS, the parties anticipate updating Exhibit "A" on at least an annual basis; and

WHEREAS, the **CITY** and the **BBCRA** find that this Agreement serves a municipal and public purpose and is consistent with and in furtherance of the 2016 Boynton Beach Community Redevelopment Plan ("Plan") and the requirements of Chapter 163, Florida Statutes;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the sufficiency of which both parties hereby acknowledge, the parties hereby agree as follows:

1. **Incorporation.** The recitations set forth above are hereby incorporated herein.

2. **Funding.** The **BBCRA** shall provide funding to the **CITY** for the Projects included in Exhibit "A." The amount of funding for each Project shall not exceed the amount listed for each Project included in Exhibit "A." Such payment shall be made to the **CITY** for physical improvements as part of the Projects, consistent with the terms of this Agreement, to be used for reimbursement of certain eligible costs. The **BBCRA** shall make payments to the **CITY** upon receipt of a complete written request from the **CITY** for payment, which request shall comply with all requirements of this Agreement. Funding described in Exhibit A may not be transferred between Projects without the express consent of the **BBCRA.**

3. **Limitations on Use of Funding.** Funding for the Projects included in Exhibit "A" shall be used for actual planning, design, and construction costs, as well as other costs directly related to the Projects construction, including, but not limited to, testing, inspection, and utility relocation costs (collectively, "eligible expenses"). This provision does not preclude the **BBCRA** from performing the referenced tasks for Projects included in Exhibit "A" if mutually agreed upon by the **CITY** and **BBCRA**.

4. **Annual Update to Exhibit "A."** Exhibit "A" to this Agreement may be updated at any time by the mutual consent of both parties and shall be updated at least annually in a form mutually consented to by both parties. At such time as each party adopts an identical Exhibit "A" in a duly noticed public meeting, this Agreement shall be deemed amended such that the most recently adopted Exhibit "A" replaces the prior version of the Exhibit "A" in this Agreement without further action by the parties. Except as expressly stated in this paragraph, all modifications to the Agreement shall be in accordance with Paragraph **11-Entire Agreement**.

5. **Reimbursement Request.** The **CITY** shall provide a complete written request

for reimbursement of eligible expenses ("Reimbursement Request") to the **BBCRA** no later than 180 days after payment by the **CITY** of funds for which it is seeking reimbursement, and in no case later than 180 days after the Project achieves final completion. For purposes of this Agreement, final completion shall be deemed achieved upon issuance of a Certificate of Completion or the equivalent. The request shall include the following information:

i. The amount of reimbursement requested;

ii. A summary of the Project improvements for which the **CITY** seeks reimbursement;

iii. A statement that the Project is in compliance with the Plan and Florida Statutes, that the funding will be used only for reimbursement of eligible expenses that are consistent with the **BBCRA**'s requirements and restrictions pursuant to Florida law, and evidence supporting the statement;

iv. Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the **CITY** for the Project for which the **CITY** is seeking reimbursement; and

v. For any Reimbursement Request submitted after final completion, a fully executed Certificate of Completion or equivalent.

a. The **CRA** shall remit funding in the amount requested, consistent with this Agreement, to the **CITY** within thirty (30) days of receipt of a complete Reimbursement Request from the **CITY** that meets the requirements of

this Agreement.

b. If the **CITY** fails to submit a Reimbursement Request within 180 days after the Project achieves final completion, the **CITY** will no longer be eligible to receive any reimbursement, and this Agreement shall terminate with respect to that Project. If the **CITY** submits a Reimbursement Request that the **BBCRA** deems incomplete, the **BBCRA** shall notify the **CITY** in writing. The **BBCRA** may ask for additional documentation that could reasonably be used to evaluate or support the Reimbursement Request. The **CITY** shall have 30 days from receipt of the notice to provide the necessary documentation to complete the Reimbursement Request. If the **CITY** fails to provide the documentation required by the **BBCRA** within 30 days, the **CITY** shall only be eligible for the portion of the Reimbursement Request, if any, that the **BBCRA** deems complete and eligible. The **BBCRA** will not reimburse the **CITY** for any portion of the request the **BBCRA** deems ineligible for reimbursement.

6. **Limitation of Responsibility.** The Parties agree that the **BBCRA** shall only be responsible for providing reimbursement to the **CITY** for eligible expenses for the Project after receiving a complete Reimbursement Request that meets the requirements of this Agreement and shall not otherwise be responsible for effectuating the Project.

7. **Change Orders.** The **CITY** shall provide a written request to the **BBCRA** for approval of any change order that will result in a request for an increase in the funding for a Project to be provided by the **BBCRA.** The **CITY** shall submit the written request to the **BBCRA** prior to the **CITY's** approval of the change order or execution of any work covered

by the change order. Failure to obtain the **BBCRA's** approval of the funding for the change order shall be a basis for the **BBCRA** to deny additional funding to the **CITY** for the Project identified in the change order. The **CITY** and the **BBCRA** agree and acknowledge that the approval of a change order does not require an amendment to this Agreement so long as the total amount of funding identified in Exhibit "A" is not exceeded.

8. **Term.** The term of this Agreement shall commence upon execution by both parties, and this Agreement shall continue until either party delivers written notice to the other party of its intent to terminate this Agreement or 60 days after the **CITY** receives the final invoice from the contractor or professional for the last of the Projects included in Exhibit "A." Notwithstanding the foregoing, once the **CITY** has executed a contract with a contractor or professional for a particular Project, the **BBCRA** shall not be allowed to withdraw its funding for that particular Project for the amount identified in Exhibit "A." If the **CITY** terminates this Agreement, the **CITY** shall refund to the **BBCRA** any funding that was provided to the **CITY** but was not paid to the contractor or professional for the Project as of the date of determination. If the total funds the **CITY** requires to complete a particular Project, as identified in Exhibit "A," are less than the amount paid by the **BBCRA** to the **CITY** for a particular Project, the **CITY** shall refund to the **BBCRA** any and all funds provided to the **CITY** that exceed the amount the **CITY** paid to the contractor or professional for the particular Project.

9. **Reporting Requirement.** Once the **BBCRA** provides any funding for any of the Projects identified in Exhibit "A," the **CITY** shall provide the **BBCRA** with monthly reports detailing the progress of such Projects, including, but not limited to, the contract amount, the amount of funds paid to the contractor or professional, the status of the Project, and the total of any change orders related to the Project.

10. **Publicity.** The **CITY** shall ensure that all publicity, public relations,

advertisements, and signs related to the **CITY's** involvement in a Project also recognize the **BBCRA** for the support of all activities conducted with the funds provided by the **BBCRA.** The use of the **BBCRA** logo is permissible, but all materials using the **BBCRA** logo must be approved by the **BBCRA** Executive Director or his or her designee prior to use. Upon request by the **BBCRA, CITY** shall provide proof of the use of the **BBCRA** logo as required by this paragraph. The **BBCRA** may also produce and utilize publicity, public relations, advertisements, and signs to indicate its involvement with a Project.

11. **Entire Agreement.** No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

12. **Severability.** The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof. To that end, this Agreement is declared severable.

13. **No Third-Party Beneficiaries.** No provision of this Agreement is intended to or shall be construed to create any third-party beneficiary or to provide any rights to any person or entity, not a party to this Agreement, including but not limited to any citizen or employees of the **CITY** or the **BBCRA**.

14. **No Assignment.** The Parties may not transfer or assign this Agreement in whole or in part without prior written consent of the other, which may be granted or withheld at such Parties' absolute discretion.

15. **Indemnification**. The **CITY** shall indemnify, save, and hold harmless the **BBCRA**, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage that may be asserted, claimed, or recovered against or from the **BBCRA**, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result

of, arises out of, or is otherwise related to the negligent or wrongful conduct of persons or the faulty equipment (including equipment installation and removal) associated with the Project. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the **BBCRA** or the **CITY** as set forth in section 768.28, Florida Statutes. This paragraph shall not be construed to require the **CITY** to indemnify the **BBCRA** for **BBCRA**'s own negligence or intentional acts of the **BBCRA**, its agents, or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees, and agents.

16. **Public Records**. The **CITY** and the **BBCRA** each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party's books, records, and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least one year after the termination of the Agreement.

17. **Filing.** The **CITY** shall file this Interlocal Agreement pursuant to the requirements of section 163.01(11), Florida Statutes.

18. **Governing Law; Venue.** This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

19. This Agreement shall not be valid until signed by the Mayor, the Board Chair of the **BBCRA**, and the City Clerk. The Effective Date shall be the date the last of the Mayor or Board Chair signs this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

ATTEST:

City Clerk

CITY OF BOYNTON BEACH, FLORIDA

By ----------
Mayor

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Approved as to Form:

Shawna G. Lamb, City Attorney

ATTEST:

Witness

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, FLORIDA

By----------
Board Chair

I HEREBY CERTIFY THAT I HAVE APPROVED THIS AGREEMENT AS TO FORM:

BBCRA Attorney

4891-6338-4455, v. 3

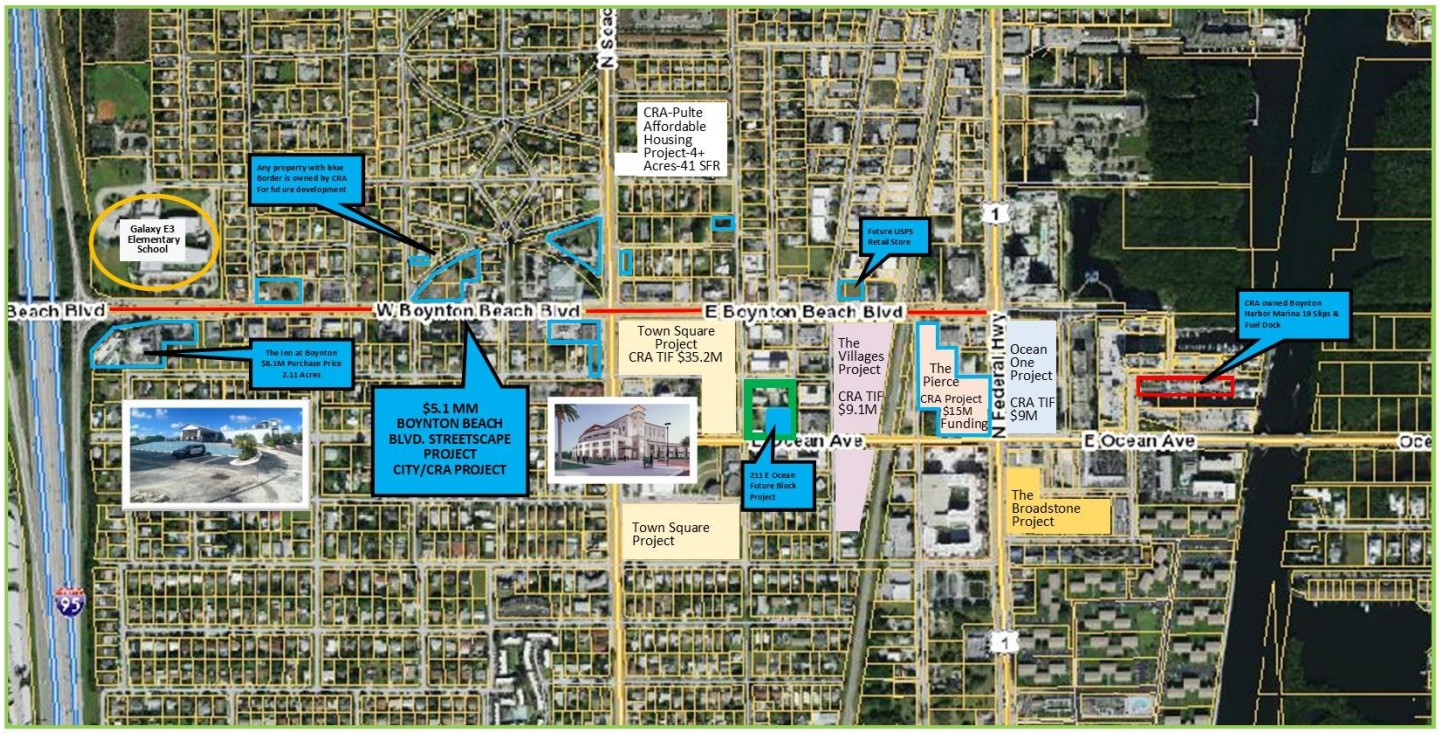
EXHIBIT "A"

Fiscal Year 2025-2026 Projects

City Project #	Project Name	BBCRA Funding
1	MLK Jr. Boulevard Streetscape Improvements Design & Construction	$800,000
2	Federal Highway Streetscape	$450,000
3	Pence Park Design, Permit & Construction	$4,400,000
4	Harvey Oyer Park Pier Design & Permit	$450,000
5	Senior Center Design	$100,000
6	Jaycee Park Master Design	$550,000
7	Centennial Park Improvement Design & Construction	$750,000
8	Cottage District Road Improvement Design	$200,000
9	Ocean Avenue Bridge Lighting	$100,000
10	Federal Highway Crosswalk	$600,000
11	4th Street Streetscape Improvement	$250,000
12	Historic Woman's Club of Boynton Beach	$500,000
13	Entry Feature Signage	$50,000
14	Town Square Hardening (Bollards)	$200,000
15	Inn at Boynton Demolition	$500,000
16	Neighborhood Security Gate	$50,000
	FY2025-2026 Total	**$9,950,000**

VIII a. BBCRA Redevelopment Projects

https://www.boyntonbeachcra.com/bbcra-projects



VIII b. BBCRA 2024 Annual Report

The BBCRA 2024 Annual Report may be viewed from the following link:
https://www.boyntonbeachcra.com/about-bbcra/annual-reports

Outlook

FY27 SWA Blighted and Distressed Property Grant-BB CRA

From Eileen Lorenzo <elorenzo@swa.org>
Date Wed 10/14/2026 2:07 PM
To Utterback, Theresa <UtterbackT@bbfl.us>
Cc Radigan, Amanda <RadiganA@bbfl.us>; Temple, Adam N. <TempleA@bbfl.us>; Johnson, Nicole <JohnsonN@bbfl.us>; Stewart, Sophia <StewartS@bbfl.us>; Simon Gonsalves <sgonsalves@swa.org>

This Message Is From an External Sender
This message came from outside your organization.

Good afternoon,
We're pleased to inform you that earlier today, Wednesday, October 14th, 2026, the SWA Board held its meeting and approved your 2027 grant project applications for funding in the amount of **$100,000.**

Please note that the awarded grant amount is contingent upon the proof of ownership for two (2) single-family homes, located at 101 NW 4th Street and 415 NW 1st Avenue, Boynton Beach, FL 33435, as verified by the PBC Property Appraiser's office. Once that is received, the grant funds will be released.

The Interlocal Agreement (ILA) will be emailed to you soon for review by your legal counsel.

Congratulations!
Eileen Lorenzo
CIS Contract Specialist
7501 N Jog Road
WPB, FL 33412
561-640-4000, ext. 4741
561- 657-9683 (C)

From: Utterback, Theresa <UtterbackT@bbfl.us>
Sent: Tuesday, September 22, 2026 12:44 PM
To: Eileen Lorenzo <elorenzo@swa.org>; Simon Gonsalves <sgonsalves@swa.org>
Cc: Radigan, Amanda <RadiganA@bbfl.us>; Temple, Adam N. <TempleA@bbfl.us>; Johnson, Nicole <JohnsonN@bbfl.us>; Stewart, Sophia <StewartS@bbfl.us>
Subject: RE: 2027 Blighted and Distressed Property Cleanup Grant Application

Good Afternoon:

Attached please find the Boynton Beach Community Redevelopment's grant submittal package for the SWA's 2027 Blighted and Distressed Property Clean-up Grant Program.

I have double checked the links provided in the submittal package to make sure they are all working. The links are for additional information; all required information is provided as part of the grant submittal package.

If you require any other proof of information stated within the grant, please let me know.

The BBCRA always appreciates this opportunity and looks forward to hearing from you in near future.

Thank you and have a wonderful day.
Theresa

Theresa Utterback
CRA Development Services Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9094 | 561-737-3258
UtterbackT@bbfl.us | https://www.boyntonbeachcra.com



SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

REVISED

October 2, 2026

MEMORANDUM

TO: Vice Mayor Marci Woodward, Chair
and Solid Waste Authority Board Members

SUBJECT: FY 2027 Blighted and Distressed Property Clean-up and Beautification Grant Award

RECOMMENDATION: **Seek Board Direction**

BACKGROUND:

Now in its twelfth year, the Solid Waste Authority of Palm Beach County (Authority) Blighted and Distressed Property Clean-up Grant has awarded a total of $8,296,867.77 to our governmental partners to reduce blighted areas throughout the county.

In August 2026, the Board approved $750,000 for the FY 2027 Blighted and Distressed Property Clean-up Grant. The Authority received nine (9) applications requesting a total of $763,040, exceeding the approved budget by $13,040.

Staff reviewed the applications against the program criteria. Five (5) projects are consistent with the program's intent, including one of which staff recommends a conditional approval. The four (4) other projects do not specifically meet the program's stated scope, which calls for demolition of derelict, distressed, or abandoned structures.

Staff recommends grant awards to the five (5) grant applicants that meet the criteria and seeks Board direction on the four (4) grant applicants that did not meet the criteria.

BUDGET IMPACT: The FY 2027 budget includes $750,000 for this program. The five (5) staff-supported requests total $480,140, leaving $269,860 available for any additional awards within the approved budget.

ATTACHMENTS: FY 2027 Blighted and Distressed Property Clean-up and Beautification Grant Overview

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REVIEWS:

Director: _____, Date: 10/2/26

Director of Contract Compliance: _____, Date: 10/2/26

Chief Finance Officer: _____, Date: 10/2/26
(as required)

Chief Officer: _____, Date: _____

Legal Counsel: Michael W. Jones Digitally signed by Michael W. Jones Date: 2026.10.02 13:25:05 -04'00', Date: _____
(as required)

Executive Director: _____, Date: 10/2/26

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FY2027 BLIGHTED AND DISTRESSED PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT OVERVIEW

1. City of Belle Glade - Abandoned Building Demolition

Grant Amount Requested: **$111,725**

Total Project Cost:

$111,725 / Cost-Share: None

Project:

Demolition of a dilapidated structure at 110 Dr Martin Luther King Jr. Blvd. W. (6,573 total sf). The site is highly visible, surrounded by residential housing, and poses safety/security concerns. Funding support from the Solid Waste Authority of Palm Beach County will assist in helping the City of Belle Glade tremendously by beautifying and improving the quality of life for residents living in the area. Removing the damaged structure will also greatly support the City of Belle Glade's Beautification Plan for both public and private properties to encourage greater tourism and residential development and investment in the area.

Review Findings:

The project meets the grant criteria.

Previous Grants Allocated:

FY2026 - $51,700; FY2025 - $123,378; FY2024 - $126,000; FY2023 - $17, 056 & $12,800; FY2021 - $90,500 & $120,465; FY2019 - $52,240 & $53,823; FY2018 - $15,461; FY2017 - $62,687; FY2016 - $107,445

2. City of Belle Glade - Abandoned Building Demolition

Grant Amount Requested: **$56,165**

Total Project Cost:

$56,165 / Cost-Share: None

Project:

Demolition of a dilapidated structure at 657 Dr Martin Luther King Jr. Blvd. W. The site is highly visible, surrounded by residential housing, and poses safety/security concerns. Funding support from the Solid Waste Authority of Palm Beach County will assist in helping the City of Belle Glade tremendously by beautifying and improving the quality of life for residents living in the area. Removing the damaged structure will also greatly support the City of Belle Glade's Beautification Plan for both public and private properties to encourage greater tourism and residential development and investment in the area.

Review Findings:

The project meets the grant criteria.

Previous Grants Allocated:

FY2026 - $51,700; FY2025 - $123,378; FY2024 - $126,000; FY2023 - $17, 056 & $12,800; FY2021 - $90,500 & $120,465; FY2019 - $52,240 & $53,823; FY2018 - $15,461; FY2017 - $62,687; FY2016 - $107,445

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3. Palm Beach Gardens - PGA Park Scoring Tower Demolition

Grant Amount Requested: **$31,750**

Total Project Cost:

$47,519/ Cost-Share: $15,769

Project:

The City's objective is to demolish the existing PGA Scoring Tower located at 1 Ryder Cup Blvd. which has reached the end of its lifespan. In addition to demolishing the Scoring Tower, the electrical components for both the irrigation pump station and the sports field lighting are established in and around this tower for which they will have to be relocated to a temporary electrical rack to allow demolition of the tower. Once the tower is removed, the electrical components will be permanently installed on a permanent rack for both the Sports Field Lighting and Irrigation Pump Station.

Review Findings:

Project meets the grant criteria.

Previous Grants Allocated:

None

4. Riviera Beach CRA – Riviera Gateway West Demolition & Site Clean-up

Grant Amount Requested: $180,500

Total Project Cost:

$180,500 / Cost-Share: None

Project:

Riviera Gateway West is a planned mixed-use affordable housing development located at 2601-2615 Broadway, near the intersection of Broadway and Blue Heron Boulevard in Riviera Beach. The project site includes two existing commercial structures. The proposed demolition and Clean-up will remove these vacant buildings and support the associated improvements within the approved project scope to prepare this portion of the site for integration into the planned Riviera Gateway West redevelopment. RBCRA intends to transform the site into an affordable rental community for seniors, complemented by approximately 2,000 square feet of ground-floor commercial space and structured parking. The property forms part of the planned Riviera Gateway West redevelopment area and occupies a visible location along the City's principal commercial corridor.

Review Findings:

Project meets the grant criteria.

Previous Grants Allocated:

FY2026 - $221,750 & $71,879; FY2025 - $125,000 & $124,500; FY2024 - $87,500; FY2023 - $125,000; FY2016 - $99,070

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5. Boynton Beach CRA Demolition - Demolition of two (2) vacant single-family homes

Grant Amount Requested: **$100,000**

Total Project Cost:

$126,659 / Cost- Share: $26,659

Project:

The Solid Waste Authority (SWA) Blighted and Distressed Property Clean-Up Grant supports implementation of the 2016 Boynton Beach Community Redevelopment Plan and more specifically, the Heart of Boynton District (2016 Boynton Beach Redevelopment Plan). If awarded, the Boynton Beach CRA (BBCRA) will utilize the SWA funding for the demolition of two single family homes located at 101 NW 4th Street and 415 NW 1st Avenue, Boynton Beach, FL 33435. On September 16, 2026, the BBCRA approved the purchase of these two (2) single-family homes and subsequently entered into Purchase and Sale Agreements for the properties, with closings scheduled to occur on or before December 15, 2026. Once the existing structures are demolished and the properties cleared, the approximate six-acre assemblage will provide a significant opportunity for future redevelopment.

Review Findings:

The project meets the grant criteria. This grant award will be contingent upon the transfer of ownership of 415 NW 1st AVE. and 101 NW 4th ST. to Boynton Beach CRA.

Previous Grants Allocated:

FY2026 - $75,000; FY2025-$ 29,566; FY2023 - $81,820; FY2022 - $132,377; FY2021 - $65,342; FY2020 - $95,450; FY2019 - $77,050; FY2018 - $73,550; FY2016 - $62,310

6. City of Delray Beach – Removal of unsafe, dilapidated fencing

Grant amount requested: **$85,400**

Total Project Cost:

$85,400 / Cost-Share: None

Project:

The City of Delray Beach is seeking $85,400 in funding through the Solid Waste Authority of Palm Beach County's Blighted & Distressed Property Clean-up Grant Program. The project will remove the unsafe, dilapidated fencing and replace it with new, durable, code-compliant infrastructure that restores safety, improves aesthetics, and reinforces the City's commitment to high-quality public spaces.

Review Findings:

This project does not specifically meet the intent of the grant program. As outlined in Section 1.3 of the grant application, projects must include demolition of, and the hauling, recycling and disposal of debris from derelict, distressed or abandoned structures. Although the proposal does not align with the scope or intent of the Blighted and Distressed Property Clean-up Grant, the Board reserves the right to approve or deny any proposals as they deem appropriate.

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Previous Grants Allocated:

FY2023 - $19,945; FY2019 - $130,446; FY2018 - $135,150; FY2017 - $60,000; FY2016 - $63,200

7. Delray Beach CRA- Demolition of an underutilized and dilapidated parking lot

Grant Amount Requested: **$100,000**

Total Project Cost:

$100,000/ Cost- Share: None

Project:

The CRA is requesting grant funds for demolition, site clearing, site grading, and re-sodding of the Lake Ida Road and Roosevelt Avenue Parking Lot Demolition project. SWA funds will be used for the demolition of an underutilized and dilapidated parking lot located approximately at the intersection of Lake Ida Road and Roosevelt Avenue, Delray Beach, Florida, 33444. The 0.88-acre property is bounded by Roosevelt Avenue to the east, Lake Ida Road to the north, a church to the west, and a single-family neighborhood to the south. The property was acquired by the CRA in April 2025 and will be the future site of eight (8) affordable/workforce single-family homes that will be sold to those that have incomes that fall within 80% to 140% of Palm Beach County's Area Median Income. SWA grant funds will help the CRA advance its mission of eliminating slum and blight by revitalizing the area and improving the appearance of neighborhoods within the CRA.

Review Findings:

This project does not specifically meet the intent of the grant program. As outlined in Section 1.3 of the grant application, projects must include demolition of, and the hauling, recycling and disposal of debris from derelict, distressed or abandoned structures. Although the proposal does not align with the scope or intent of the Blighted and Distressed Property Clean-up Grant, the Board reserves the right to approve or deny any proposals as they deem appropriate.

Previous Grants Allocated:

FY2026 - $80,000; FY2025 - $30,000; FY2024 - $20,000; FY2023 - $108,000; FY2022 - $80,652; FY2021 - $52,800; FY2018 - $54,058; FY2017 - $70,779; FY2016 - $51,701

8. City of Greenacres - Removal and replacement of cracked and damaged sidewalks throughout the Villa Del Trio Community

Grant Amount Requested: **$60,000**

Total Project Cost:

$80,000 / Cost-Share: $20,000

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Project:

The City is seeking assistance with performing a comprehensive sidewalk damage assessment and making significant sidewalk repairs within the neighborhood to include canopy reduction and root pruning to mitigate future damages to the sidewalk and underground utility infrastructure. The sidewalk system within the community connects two of the City's arterial roadways, Sherwood Forest Boulevard and South 57th Avenue. Elementary, middle, and high school students walk to their nearby bus stops. Residents also access nearby grocery stores, shopping, dining, entertainment options, and attend to their medical needs all within a 5-minute walk from within the neighborhood.

Review Findings:

This project does not specifically meet the intent of the grant program. As outlined in Section 1.3 of the grant application, projects must include demolition of, and the hauling, recycling and disposal of debris from derelict, distressed or abandoned structures. Although the proposal does not align with the scope or intent of the Blighted and Distressed Property Clean-up Grant, the Board reserves the right to approve or deny any proposals as they deem appropriate.

Previous Grants Allocated:

FY2026 - $70,000; FY2025 - $89,800; FY2022 - $13,650

9. City of Greenacres- Warehouse Acquisition & Blight Remediation project

Grant Amount Requested: **$37,500**

Total Project Cost:

$37,500 / Cost-Share: None

Project:

The City purchased a 9,300 square foot warehouse in a state of distress and blight that had negatively impacted surrounding commercial properties within the 10th Avenue corridor. The City's acquisition provides an opportunity to address this condition and support future revitalization efforts. By acquiring the warehouse property, the City has taken a proactive step toward eliminating a significant source of blight and creating an opportunity for redevelopment. The City is seeking grant funding to support the removal and proper disposal of derelict materials, obsolete equipment, and illegally dumped litter and debris, as well as exterior painting, installation of energy-efficient lighting and signage, landscape restoration, site beautification, renovation of the dumpster enclosure, and implementation of recycling initiatives. These items will be properly hauled, recycled, or disposed of in accordance with applicable requirements. Removing obsolete equipment and accumulated materials will eliminate sources of blight and help restore the functionality and appearance of the site. This effort will address conditions that contribute to the site's distressed appearance and help prevent continued illegal dumping.

Review Findings:

This project does not specifically meet the intent of the grant program. As outlined in Section 1.3 of the grant application, projects must include demolition of, and the hauling, recycling

and disposal of debris from derelict, distressed or abandoned structures. Although the proposal does not align with the scope or intent of the Blighted and Distressed Property Clean-up Grant, the Board reserves the right to approve or deny any proposals as they deem appropriate.

Previous Grants Allocated:

FY2026 - $70,000; FY2025 - $89,800; FY2022 - $13,650

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SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

November 3, 2026

Via email: UtterbackT@bbfl.us
Theresa Utterback
CRA Development Services Director
Boynton Beach Community Redevelopment Agency

Subject: Blighted and Distressed Property Clean-up Grant Award – **the demolition of two single-family homes**

Dear Ms. Utterback,

On October 14th, 2026, the Board approved funding under the Blighted and Distressed Property Clean-up Grant Program. We are pleased to inform you that your project involving *the demolition of two single-family homes* has been selected as a grant awardee.

Attached is the Interlocal Agreement (ILA) for review and execution by an authorized representative of your Agency. Electronic signatures and counterparts are acceptable to the extent permitted by applicable law.

Please return the **fully executed and sealed agreement** to me no later than November 30, 2026. Upon receipt, the Authority will execute the agreement and return a copy for your records.

Congratulations on this award. We appreciate your participation in the program and look forward to the successful completion of your project.

If you have any questions, please contact me at 561-640-4716.

Sincerely,

Paul Gonsalves, Director of Customer Information Services

INTERLOCAL GRANT AGREEMENT
BY AND BETWEEN

BOYNTON BEACH CRA
AND
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

(Blighted and Distressed Property Clean-Up Grant)

THIS INTERLOCAL GRANT AGREEMENT (the "Grant Agreement") is made and entered into this ___ day of _____, 2026, by and between the Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter (the "Authority") and Boynton Beach Community Redevelopment Agency, a public agency created pursuant to Chapter 163, Part III, Florida Statutes hereinafter (the "Applicant"), by and through its duly authorized governing body.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Authority's Governing Board has appropriated in the Authority's adopted 2026/2027 fiscal year budget funds for Blighted and Distressed Property Clean-up Grants; and

WHEREAS, this Grant Agreement is intended to assist in the cleanup of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County; and

WHEREAS, this Grant Agreement is provided as an incentive to improve the quality of life and to promote a safer, healthier community for the residents of Palm Beach County; and

WHEREAS, the Applicant is under contract to purchase, and upon closing will own and control, the properties that are the subject of this Interlocal Grant Agreement which are located within the Boynton Beach CRA boundaries of the Applicant and identified by Parcel Control Nos. 08-43-45-28-15-072-0011, 08-43-45-28-15-072-0050, and 08-43-45-28-11-000-0110, and referred to hereinafter as (the "Property"); and

WHEREAS, the Property is in a state of disrepair, is visible to the surrounding community,

and attracts nuisances, including illegal dumping, littering and/or criminal activity to the detriment of the surrounding community; and

WHEREAS, the Applicant wishes to demolish two single family homes located at 101 NW 4th Street and 415 NW 1st Avenue, Boynton Beach, FL 33435 (the "Project"); and

WHEREAS, the Authority is the agency responsible for providing solid waste disposal and recycling programs for Palm Beach County and desires to assist the Applicant by defraying the cost of the demolition, disposal and hauling, and improvement activities associated with the Project through the provision of this Grant.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the Authority and Applicant agree as follows:

1. Incorporation of Facts

The facts and background set forth above in the recitals to this Agreement are true and correct and incorporated into and made a part of this Grant Agreement.

2. Purpose

The purpose of this Grant Agreement is to set forth the respective duties, rights and obligations of the parties relating to the Authority's provision of this Grant and the Applicant's performance of the Project.

3. Contract Representatives and Monitors

The Authority's Contract Representative and Monitor during the execution of the Project shall be Paul Gonsalves, Director of Customer Information Services, or his designee, whose telephone number is (561) 697-2700. The Applicant's Contract Representative and Monitor shall be Theresa Utterback, Development Services Manager whose telephone number is (561) 600-9094 or (954) 296-7327.

4. The Project

The demolition of two single family homes located at 101 NW 4th Street and 415 NW 1st Avenue, Boynton Beach, FL 33435. **On September 16, 2026, the BBCRA entered into Purchase and Sale Agreements of these two (2) single-family homes, with closings scheduled to occur on or before December 15, 2026.** If the Applicant has not acquired title to all parcels comprising the Property by March 31, 2027, either party may terminate this Grant Agreement by written notice to the other, without further liability. The Applicant's acquisition of fee simple title to all parcels comprising the Property is an express condition precedent to the Authority's obligation to disburse any Grant funds or reimburse any Project costs. The Authority shall have no obligation to fund or reimburse any cost incurred, committed, or paid before the Applicant acquires fee simple title to all such parcels.

5. Effective Date and Term

This Grant Agreement shall take effect upon execution by the parties and shall remain in full force and effect until December 31st, 2027.

6. Conduct of the Project

A. The Applicant shall be solely responsible for all aspects of the Project, including but not limited to securing funding, securing all permits and approvals, procuring all labor and materials, and maintaining the Property consistent with the intent of this Grant Agreement for its full term.

B. The Applicant agrees to comply with all applicable local, state and Federal laws, rules and regulations.

C. The Authority shall only, without exception, be responsible for providing the Grant funding in the amounts and upon the Project milestones identified herein.

D. Applicant agrees that it shall endeavor to complete the Project prior to the expiration of this Grant Agreement. The Applicant may request an extension(s) beyond this period for the purpose of completing the Project. The Authority agrees that it may not unreasonably refuse Applicant's request for an extension(s) as long as the Applicant is diligently pursuing the completion of the Project.

E. Prior to commencement of the Project, Applicant shall submit a final project schedule to include starting and completion dates. The Authority shall review all documents within ten (10) business days of receipt. If the Authority does not respond within the ten (10) day period, then the Applicant may proceed as if the Authority had no comments or objections. No Grant-funded work may commence, and no cost shall be eligible for reimbursement, before the Applicant acquires fee simple title to all parcels comprising the Property.

7. Funding

The Authority shall disburse Grant funds in the amount of $100,000 as follows:

A. After the Applicant acquires fee simple title to all parcels comprising the Property and submits recorded deeds or other evidence of ownership satisfactory to the Authority, the Authority shall disburse a check equal to fifty percent (50%) of the total Grant award. Execution of this Grant Agreement, standing alone, does not authorize or require the disbursement of Grant funds.

B. Upon Project completion, the Applicant shall submit to the Authority a detailed cost statement or invoice that accurately reflects the actual expenses incurred for the demolition portion of the project. Any unused funds will be subtracted from the

final 50% disbursement. This final disbursement shall be made within 20 calendar days following the Authority's verification of Project completion and the cost statement.

Under no circumstances shall the Authority disburse Grant funds or reimburse costs incurred before the Applicant acquires fee simple title to all parcels comprising the Property. If the Applicant fails to acquire such title, no Grant funds shall be due or payable, regardless of any costs incurred, commitments made, contracts executed, or work performed by the Applicant.

The Authority retains the right to allocate any unused funds from the demolition project at its sole and unfettered discretion in a manner it deems appropriate. Applicant is solely responsible for providing all other funds necessary to complete the Project. The Authority shall not have an obligation to provide additional funding beyond the dollar amount set forth in this Grant Agreement.

8. Ownership and Maintenance of the Project

Applicant hereby represents and warrants that upon closing, it will be the fee simple owner of the Property and that the Property will be free of monetary liens and encumbrances, other than matters of record that do not interfere with the Project. In the event any liens or encumbrances are filed or recorded against the Property, the Applicant shall immediately take all necessary steps, at its sole cost and expense, to clear and remove all such liens, interests or encumbrances. The Applicant represents and warrants that it has full legal authority to enter into this Grant Agreement. The Applicant further warrants that it has the financial ability to maintain the Property as specifically intended and required under this Grant Agreement.

A. The Applicant shall be solely responsible for all necessary costs, expenses, fees, charges, and all other liabilities of any type related to the execution and maintenance of the Project consistent with the intent of this Grant Agreement.

B. The Applicant shall maintain the Property for the entire duration of this Grant Agreement in order to prevent the Property from reverting back to its previous state. In its application, Applicant provided a plan for maintaining the Property consistent with the intent of this Grant Agreement and the Applicant will faithfully execute that plan.

C. The rights and duties arising under this Grant Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, this Grant Agreement shall not be assigned without the prior written consent of the Authority, and any such assignment without the prior written consent of the Authority shall constitute grounds for termination of this Grant Agreement for cause.

9. Access and Audit

Each party will maintain all books, records, accounts, and reports associated with this Grant

Agreement for a period of not less than five (5) years after the later of the date of termination or expiration of this Agreement. All said records will be available to the other upon request. In the event claims are asserted or litigation is commenced related to or arising out of the performance of this Agreement, each party agrees that it will maintain all records relating to the Project and the Property until the other party has disposed of all such litigation, appeals, claims, or exceptions related thereto.

10. License and Permit

Effective upon the Applicant's acquisition of title to each parcel, the Applicant grants to the Authority an irrevocable license and permit to access the Property, surrounding roadways, walkways, and any other means of ingress and egress to the Property for the purpose of ensuring compliance with this Grant Agreement for the duration of this Grant Agreement. The Parties each acknowledge that good and valuable consideration has been received to maintain such irrevocable license for the duration of this Grant Agreement.

11. Insurance

A. Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., Applicant acknowledges that it is either insured or self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence, or such other sovereign immunity waiver limits that may change as set forth by the State Legislature at the time of such occurrence.

B. The Applicant agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes.

C. When requested, Applicant shall provide to the Authority an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status.

D. Compliance with the foregoing requirements shall not relieve Applicant of its liability and other obligations under this Grant Agreement.

E. The Applicant shall require that all contractors that Applicant hires to perform the construction, use, or maintenance of the Project and the Property provide, at a minimum, the above-stated insurance requirements as to type of coverage and dollar amount, and shall establish and maintain such coverage as a requirement for the issuance of any permit, license, or right to use or occupy the Project and Property. This requirement may be expressly waived in writing by the Authority's Contract Representative and Monitor with the approval of Authority's Department of Risk Management.

12. Public Entity Crimes

Applicant shall comply with Section 287.133(2)(a), F.S., as amended, which provides in pertinent part as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. No Third-Party Beneficiaries

Except as specifically set forth and as limited herein, this Grant Agreement confers no rights on anyone other than the Authority and the Applicant and is not otherwise intended to be a third-party beneficiary contract in any respect. Nothing contained in this Agreement shall constitute the Authority's acceptance of any obligation or liability not otherwise imposed under this Grant Agreement or by law upon the Authority.

14. Termination

A. In the event the Applicant fails to comply with any provision of this Grant Agreement, the Authority may exercise any and all rights available to it, including termination of this Grant Agreement. The Authority will notify the Applicant of its noncompliance and provide the Applicant thirty (30) days or such additional period granted by the Authority to cure the noncompliant event(s) or act(s). In the event the Applicant has not cured the noncompliant act(s) or event(s), or if the Applicant cannot cure the noncompliant act(s) or event(s), the Authority may terminate this Grant Agreement. If the Authority terminates this Grant Agreement for the Applicant's failure to cure under this provision, the Authority may require the Applicant to repay to the Authority the Grant funds that were provided by the Authority for the Project.

B. The Authority may also terminate this Agreement for convenience, in whole or in part, at any time, by written notice of such termination to the Applicant should the Authority, in its sole discretion, determine that it is necessary to do so for any reason. The Authority shall notify the Applicant of its intent to terminate for convenience at least ninety (90) days in advance of the termination date by delivering notice of such to the Applicant specifying the extent of termination and the effective date. In the event the Authority terminates this Grant Agreement for convenience, the Applicant will be relieved of any obligation to repay the funds received from the Authority pursuant to paragraph 7 above. The Applicant affirms that the benefits promised to it under this Grant Agreement are adequate consideration to support not only its duties and obligations under this Grant Agreement, but also support the Authority's right to

terminate this Grant Agreement for convenience and its limitation of remedies against the Authority to those specifically set forth herein, regardless of the harm, if any, caused by the Authority's termination of this Grant Agreement for convenience.

C. Upon termination of this Grant Agreement as set forth herein, both the Authority and Applicant agree and acknowledge that their respective legal or equitable remedies against the other for termination of this Grant Agreement are expressly limited to those contained in this Grant Agreement. Notwithstanding the foregoing, the parties agree to comply with all applicable statutory dispute resolution procedures as provided under Florida law.

15. Office of the Inspector General

Palm Beach County has established the Office of the Inspector General pursuant to, Ordinance No. 2009-049, as amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions, and powers set out in the Inspector General Ordinance as amended. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including, but not limited to, providing access to records relating to this Grant Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Applicant, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of the Inspector General Ordinance, as amended, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

16. Sovereign Immunity

Authority and Applicant acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. Authority and Applicant agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

17. No Agency Relationship

Nothing contained herein is intended to nor shall it create an agency relationship between the Authority and the Applicant.

18. Remedies and Limitations of Liability

A. This Grant Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State Court of competent jurisdiction located in Palm Beach County, Florida.

B. The Authority and Applicant both acknowledge that their respective remedies against the other for termination of this Grant Agreement as set forth herein are limited solely to those in this Grant Agreement.

C. The Authority's remedies against the Applicant shall be limited to the recovery of any sums of money provided to it under this Grant Agreement. The Authority shall have no further or additional liability to the Applicant or any other person or entity arising from, or related in any way to this Grant Agreement, and in no event shall the Applicant's liability to the Authority, for any reason, exceed the total amount of this Grant Agreement.

D. The Applicant's remedies against the Authority shall be limited to the sum of money the Applicant has expended or is expressly liable for pursuant to a written contract entered into for the sole purpose of completing the Project itself, and not related, ancillary or adjunct matters. The Authority shall have no liability for any cost incurred, committed, or paid before the Applicant acquired fee simple title to all parcels comprising the Property. In no event shall the Authority's liability to the Applicant for any reason, exceed the total amount of this Grant Agreement.

19. Enforcement Costs

To the extent that enforcement of the Grant Agreement becomes necessary by either the Authority or the Applicant, each party shall bear their own attorney's fees, taxable costs, or any other costs related to such enforcement, including any form of alternative dispute resolution.

20. Notice

All notices required under this Grant Agreement shall be in writing and delivered by personal delivery, certified U.S. mail, return receipt requested, or email to the addresses stated below. A notice sent by personal delivery is effective upon delivery; a notice sent by certified mail is effective upon documented delivery; and a notice sent by email is effective when transmitted, provided the sender does not receive an automated notice of nondelivery.

Email may be used to transmit notices, documents, and counterparts of this Grant

Agreement. Documents requiring execution may be signed and exchanged electronically, and electronic signatures and electronically transmitted counterparts shall be treated as originals to the extent permitted by applicable law.

If a notice concerns default, termination, indemnity, litigation, or another matter materially affecting a party's legal rights, the sender shall transmit the notice by email and by certified U.S. mail.

Notices to the Authority shall be sent to:

Paul Gonsalves, Director
Customer Information Services
7501 N. Jog Road
West Palm Beach, FL 33412
Email: Eileen Lorenzo, elorenzo@swa.org

with copies to:

Attn: General Counsel to Solid Waste Authority
County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401
Email: Michael W. Jones, MJones@pbc.gov

and, if sent to the Applicant shall be sent to:

GRANT RECIPIENT INFORMATION
Development Services Manager
Boynton Beach CRA
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
Email: Theresa Utterback, UtterbackT@bbfl.us

with copies to:

GRANT RECIPIENT INFORMATION
Attn: CRA General Counsel, City Attorney's Office
100 E. Ocean Avenue, Boynton Beach, FL 33435
Email: Stacey Weinger, weingers@bbfl.us

Each party may change its address upon notice to the other.

21. No Waiver

No waiver of any provisions of this Grant Agreement, or any amendment hereto, shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future or continuing waiver.

22. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

23. Joint Preparation

The preparation of this Grant Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

24. Severability

Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Grant Agreement.

25. Entirety of Contract and Modifications

The Authority and Applicant agree that this Grant Agreement sets forth the entire agreement and understanding between the parties of their respective rights or obligations hereunder, including the intent of this Grant Agreement. There are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

26. Survivability

Provisions of this Grant Agreement which are of a continuing nature or impose obligations which extends beyond the term of this Grant Agreement shall survive its expiration or earlier termination.

27. Filing

A copy of this Agreement shall be filed with the Clerk and Comptroller of the Circuit Court in and for Palm Beach County.

28. **Commercial Nondiscrimination Policy**

As a condition of entering into this Grant Agreement, the Applicant represents and warrants that it will comply with the Authority's Commercial Nondiscrimination Policy as described under Section 6.3 of the Authority's Purchasing Manual that is incorporated herein by

specific reference. As part of such compliance, the Applicant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of contractors, subcontractors, vendors, suppliers, or commercial customers, nor shall the Applicant retaliate against any person for reporting instances of such discrimination. The Applicant shall provide equal opportunity for contractors, subcontractors, vendors and suppliers to participate in all contracting, subcontracting and supply opportunities for the Project, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The Applicant understands and agrees that a material violation of this clause shall be considered a material breach of this Grant Agreement and may result in termination of this Grant Agreement, disqualification or debarment of the Applicant from participating in Authority contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County and Boynton Beach CRA have hereunto set their hands the day and year above written.

ATTEST:

By: _____
Buffy Martin, Clerk to the Board

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

By: _____
Ramana Kari, Executive Director

(SEAL)

APPROVE AS TO LEGAL SUFFICIENCY

By: _____
Michael W. Jones
General Counsel

APPROVE AS TO TERMS AND CONDITIONS

By: _____
Paul Gonsalves
Director, Customer Information Services

WITNESSES: GRANT RECIPIENT

_____
Witness Signature

_____
Print Witness Name

_____
Witness Signature

_____
Print Witness Name

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Signature

_____
Print Name

_____
Title

(SEAL)

Approved by the Solid Waste Authority Board on October 14, 2026, Item 9.D.1
Approved by the Boynton Beach CRA on _____, 202__ Item _____

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: November 17, 2026

NEW BUSINESS

AGENDA ITEM 14.B

SUBJECT:
Consideration of United States Postal Service Lease Extension for 217 N. Seacrest Blvd.

SUMMARY:

The United States Postal Service (USPS) leases the CRA property at 217 N. Seacrest Blvd., Boynton Beach, FL 33435 (see Attachment I). The CRA Board extended the original lease (see Attachment II) on April 11, 2023 (see Attachment III), December 12, 2024 (see Attachment IV), and January 17, 2025 (see Attachment V).

The current annual rental rate is $208,200.00, an increase of approximately 10% over the previous year ($189,131.25). The rate included reimbursement of the 4% commission owed to USPS's real estate support services provider, Jones Lang LaSalle Brokerage, Inc. and is due to expire on January 31, 2027.

USPS wishes to remain at the current location until its new long-term retail facility is complete. The CRA has entered into a Purchase and Development Agreement with Maple Tree Investments, LLC for the construction of a new downtown USPS retail space at 401-411 E. Boynton Beach Blvd.

USPS has requested a one (1) year lease extension at a fixed annual rental rate of $237,348.00, a 14% increase over the current rate, expiring on January 31, 2028 (see Attachment VI).

If approved, all Board members will need to sign the Lease Extension.

FISCAL IMPACT:
FY 2026-2027 Rental Income

CRA BOARD OPTIONS:

1. Approve and execute the one-year lease extension with USPS under the terms and conditions presented.
2. Do not approve an extension to the lease with USPS.
3. Provide staff with other alternatives as approved by the Board.

ATTACHMENTS:

Description

- Attachment I - Location Map
- Attachment II - Lease 1-31-23
- Attachment III - Lease Extension 1
- Attachment IV - Lease Extension 2
- Attachment V - Lease Extension 3
- Attachment VI - Lease Extension 4

Potential new USPS location
401 E. Boynton Beach Blvd.



Current USPS Location
217 N. Seacrest Blvd.

UNITED STATES POSTAL SERVICE

SCANNED

Lease

Facility Name/Location
BOYNTON BEACH - DOWNTOWN STATION (110960-001) PALM BEACH COUNTY
217 N SEACREST BLVD BOYNTON BEACH, FL 33435-4011 Project: H89364

This LEASE, made and entered into by and between THE VALLEY LAND CORP hereinafter called the Lessor, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Lessor hereby leases to the Postal Service and the Postal Service leases from the Lessor the following premises, hereinafter legally described in paragraph 9, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' Section A, attached hereto and made a part hereof.

Upon which is a one-story masonry building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET	AREA	SQ. FEET
Net Floor Space	7,205	Joint Use/Common Areas:	
Platform	615		
Parking and Maneuvering	29,606		
Other:			
Driveway			
Landscaping	684		
Sidewalks	1,283		
Total Site Area:	xxxxxx	39,393 sq.ft.	

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: $63,330.00

Sixty-Three Thousand Three Hundred Thirty and 00/100 Dollars

payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated. Rent checks shall be disbursed as follows:

payable to:
THE VALLEY LAND CORP
220 HOLIDAY DR STE 27
WHITE RIVER JCT VT 05001-2015

unless the Contracting Officer is notified, in writing by Lessor, of any change in payee or address at least sixty (60) days before the effective date of the change.

3. TO HAVE AND TO HOLD the said premises with their appurtenances:

FIXED TERM: The term beginning Feb 01, 2003 and ending Jan 31, 2013 for a total of 10 years.

4. RENEWAL OPTIONS: The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

RENEWAL OPTION	EFFECTIVE DATE	EXPIRATION DATE	PER ANNUM RENTAL
1	2/1/2013	1/31/2018	$70,360.00
2	2/1/2018	1/31/2023	$74,929.00

provided that notice is sent, in writing, to the Lessor at least 30 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. TERMINATION:

This Lease may not be terminated during the fixed term, except for cause pursuant to the general conditions or any riders or addendums or other attachments made part of this lease. After the fixed term, this Lease may be terminated, pursuant to this paragraph by the Postal Service upon 60 days written notice to the Lessor.

6. UTILITIES, SERVICES, AND EQUIPMENT: Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment: (See Lessor Obligations of General Conditions (A.24) and/or attached addendum for definitions.)
Heating System, Air Conditioning Equipment, Light Fixtures, Sewerage System, Electrical System, Water System.

7. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:
Maintenance Rider - USPS (M-1), Reimbursement Tax Rider/98 (T-1), USPS to pay recurring separately metered utility charges.
Lessor to have lease recorded at no expense to USPS. Mortgagee's Agreement and Designation of Emergency Repair Personnel are attached and made a part of this contract.

8. The undersigned has completed the 'Representations and Certifications.' (See Section B).

9. LEGAL DESCRIPTION:

Lots 9, 10, 11, 12, 13, 14, 15, 16, excepting that portion being taken for street widening; and Lots 17, 18, 19, 20, 21, and the northerly 18 feet of Lot 22, excepting that part taken for street widening; of Block 4, Boynton Heights Subdivision, according to the Plat thereof on file in the office of the Clerk of the Circuit in and for Palm Beach County, florida, recorded in Plat Book 10, page 64, situated in

BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

UNITED STATES POSTAL SERVICE.

Lease

EXECUTED BY LESSOR this 29th day of May, 2002.

CORPORATION

THE VALLEY LAND CORPORATION (a Vermont Corporation)

Affix Corporate Seal

Print Name & Title	Signature
FRANK M GILMAN, PRESIDENT	Frank M. Gilman
Brenda R. Jones ~~GILMAN~~, TREASURER	Brenda R. Jones

Lessor, Address: THE VALLEY LAND CORP

220 HOLIDAY DR STE 27 WHITE RIVER JCT VT 05001-2015

Telephone No: (802)295-3358

Taxpayer ID: 03-0190735

Witness

Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date: 6/25/02

JODY SLOAN
Contracting Officer

Signature of Contracting Officer

ATLANTA FSO
4000 DEKALB TECH PKWY 300
ATLANTA GA 30340-2799
Address of Contracting Officer

UNITED STATES POSTAL SERVICE.

Form of Acknowledgment for Corporations

STATE OF Vermont

COUNTY OF Windsor

Personally appeared before me, a Notary Public in and for the County and State aforesaid,

Frank M Gilman and Brenda R Jones
(Name of authorized officer(s) signing lease)

who is/are known to me to be the Owner / Pres. and Treasurer
(Titles of officer(s) signing lease)

of the Valley Land Corp.
(Name of Corporation) and

to be the same person(s) who executed the foregoing lease, who depose(s) and say that said person(s) know(s) the seal of the said corporation, that the seal affixed to the above instrument is the seal of said corporation, and that it was affixed, and that said person(s) signed this lease by the authority of the said corporation, for the purposes set forth, and as said person(s) own free and voluntary act.

Done at Hartford, in the County and State aforesaid,
this 29 day of May, 2002

NOTARIAL SEAL

Jill R Chase
Notary Public

My commission expires 2/10/03.

NOTE: If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be stricken out, and on the blank line following this statement should be made: "and that the said corporation has no corporate seal."

REACKC (Nov 97, v2.0, P)

U.S. POSTAL SERVICE
Facilities Department
Form of Acknowledgment for Contracting Officer

UNITED STATES POSTAL SERVICE

STATE OF GEORGIA

COUNTY OF DEKALB

Personally appeared before me, a Notary Public in and for the County/Parish and State aforesaid,

JODY B. SLOAN

known to be the Contracting Officer
Facilities Service Office, USPS
Bldg 300 - Suite 300
4000 DeKalb Technology Parkway
Atlanta GA 30340-2799

and to be the same person who executed the foregoing document, who deposes and says that he signed his name thereto, by authority of said Postal Service, for the purposes set forth, and as his own free and voluntary act.

Witness my hand and notarial seal, in the County/Parish and State aforesaid,

this 25th day of June, 2002.

NOTARIAL
SEAL

Suzanne Williams Bistline
Notary Public

My commission expires June 4, 2004.

July 1991

SECTION A

A.1 CHOICE OF LAW

This Lease shall be governed by federal law.

A.2 DEFINITIONS

As used in this contract, the following terms have the following meanings:

a. "Contracting officer" means the person executing this contract on behalf of the Postal Service, and any other employee who is a properly authorized contracting officer; the term includes, except as otherwise provided in the contract, the authorized representative of a contracting officer acting within the limits of the authority conferred upon that person.

b. "Successful offeror," "offeror," "owner", "contractor," or "Lessor" are interchangeable and refer to the party whose proposal is accepted by the Postal Service.

c. "Lease" and "agreement" are interchangeable and refer to this document, including all riders and attachments thereto.

A.3 EXECUTION REQUIREMENTS

a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the offeror is married, the husband or wife of the offeror must also execute the Lease. The offeror must submit adequate evidence of title.

b. If the offeror is a general partnership, each member must sign.

c. If the offeror is a limited partnership, all general partners must sign.

d. Where the offeror is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.

e. Where the offeror is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.

f. Where the offeror is a corporation, leases and lease agreements entered into must have the corporate seal affixed or in place thereof the statement that the corporation has no seal.

g. Where the offeror is a corporation, municipal corporation, fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Lease to bind the municipal corporation, fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.

h. Notices. Any notice to Lessor provided under this Lease or under any law or regulation must be in writing and may be hand delivered or mailed to Lessor at the address specified on page 3 of the Lease, or at an address that Lessor has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and may be hand delivered or mailed, addressed to "Contracting Officer, U.S. Postal Service" at the address specified on page 3 of the Lease, or at an address that the Postal Service has otherwise directed in writing.

A.4 MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the offeror must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the offeror must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

A.5 EQUAL OPPORTUNITY

a. The contractor may not discriminate against employees or applicants because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. This action must include, but not be limited to, employment, upgrading, 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 agrees to post in conspicuous places, available to employees and applicants, notices provided by the contracting officer setting forth the provisions of this clause.

b. The contractor must, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will be considered for employment without regard to race, color, religion, sex, or national origin.

c. The contractor must send to each union or workers' representative with which the contractor has a collective bargaining agreement or other understanding, a notice, provided by the contracting officer, advising the union or workers' representative of the contractor's commitments under this clause, and must post copies of the notice in conspicuous places available to employees and applicants.

d. The contractor must comply with all provisions of Executive Order (EO) 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor must furnish all information and reports required by the Executive order, and by the rules, regulations, and orders of the Secretary, and must permit access to the contractor's books, records, and accounts by the Postal Service and the Secretary for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

f. If the contractor fails to comply with this clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part; the contractor may be declared ineligible for further contracts in accordance with the Executive order; and other sanctions may be imposed and remedies invoked under the Executive order, or by rule, regulation, or order of the Secretary, or as otherwise provided by law.

g. The contractor must insert this clause, including this paragraph g, in all subcontracts or purchase orders under this contract unless exempted by Secretary of Labor rules, regulations, or orders issued under the Executive order. The contractor must take such action with respect to any such subcontract or purchase order as the Postal Service may direct as a means of enforcing the terms and conditions of this clause (including sanctions for noncompliance), provided, however, that if the contractor becomes involved in, or is threatened with, litigation as a

result, the contractor may request the Postal Service to enter into the litigation to protect the interests of the Postal Service.

h. Disputes under this clause will be governed by the procedures in 41 CFR 60-1.1.

A.6 FACILITIES NONDISCRIMINATION

a. As used in this clause, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this Lease is located.

b. The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, religion, color, age, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility including any and all services, privileges, accommodations, and activities provided thereby.

c. It is agreed that the Lessor's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Postal Service may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Postal Service in acquiring substitute space, including but not limited to the cost of moving to such space.

d. The Lessor agrees to include, or to require the inclusion of the foregoing provisions of this clause (with the terms "Lessor" and "Lease" appropriately modified) in every agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. The Lessor also agrees that it will take such action with respect to any such agreement as the Postal Service may direct as a means of enforcing this clause, including but not limited to termination of the agreement or concession.

A.7 RESERVED

A.8 CONTINGENT FEES

a. The contractor warrants that no person or selling agency has been employed or retained to solicit or obtain this contract for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide, established commercial or selling agencies employed by the contractor for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability or to deduct from the contract price or otherwise recover the full amount of the commission, percentage, brokerage fee, or contingent fee.

c. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

A.9 ASSIGNMENT OF CLAIMS

a. If this contract provides for payments aggregating $10,000 or more, claims for moneys due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. The contracting officer;
2. The surety or sureties upon any bond; and
3. The office, if any, designated to make payment, and the contracting officer has acknowledged the assignment in writing.

b. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

c. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that: 1. such transfer is subject to this agreement; and 2. both the original lessor and the successor lessor execute the standard Lease Assignment and Assumption form to be provided by the USPS Contracting Officer.

A.10 COMPLIANCE WITH OSHA STANDARDS

The Lessor must (i) comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations, Part 1910, promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970; (ii) comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with (i); and (iii) take all other proper precautions to protect the health and safety of (a) any laborer or mechanic employed by the Lessor in performance of this agreement, (b) Postal Service employees, and (c) the public. The Lessor must include this clause in all subcontracts hereunder and to require its inclusion in all subcontracts of a lower tier. The term "Lessor" as used in this clause in any subcontract must be deemed to refer to the subcontractor.

A.11 EXAMINATION OF RECORDS

a. The Postal Service and its authorized representatives will, until three years after final payment under this contract, or for any shorter period specified for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the contractor involving transactions related to this contract.

b. The contractor agrees to include in all subcontracts under this contract a provision to the effect that the Postal Service and its authorized representatives will, until three years after final payment under the subcontract, or for any shorter specified period for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes:

1. Purchase orders; and
2. Subcontracts for public utility services at rates established for uniform applicability to the general public.

A.12 YEAR 2000 WARRANTY (REAL PROPERTY CONTRACTS)

The contractor warrants that all building systems required under this contract (including, but not limited to, HVAC, electrical, lighting, elevator, or security/alarm systems) which contain or are managed, governed, or regulated in any manner by date-sensitive computer hardware or software, will suffer no failure, irregularity, or interruption of service based on failure accurately to process date data from, into, and between the twentieth and twenty-first centuries, including recognizing the year 2000 as a leap year. For breach of this warranty, the Postal Service may require the contractor to repair or replace those portions of any building system not performing as stated above.

The Postal Service may enforce this clause prior to January 1, 2000, if testing of any system before that date results in a failure, irregularity, or

interruption of service as described above. Accordingly, systems must permit user-programmed date changes sufficient to simulate time periods beginning with any future date, including without limitation December 31, 1999. Nothing in this warranty may be construed to limit any rights or remedies the Postal Service may otherwise have under this contract with regard to Year 2000 compliance or any other defects or failures.

A.13 CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph d.2 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d.

1. A claim by the contractor must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the contractor is subject to a written decision by the contracting officer.

2. For contractor claims exceeding $100,000, the contractor must submit with the claim the following certification:

> "I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the contractor believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the contractor."

3. The certification may be executed by any person duly authorized to bind the contractor with respect to the claim.

e. For contractor claims of $100,000 or less, the contracting officer must, if requested in writing by the contractor, render a decision within 60 days of the request. For contractor-certified claims over $100,000, the contracting officer must, within 60 days, decide the claim or notify the contractor of the date by which the decision will be made.

f. The contracting officer's decision is final unless the contractor appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a contractor, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in d(2) of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. The date the contracting officer receives the claim (properly certified if required); or

2. The date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Interest clause.

j. The contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

A.14 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The following clause is applicable if this contract provides for payments aggregating $2,500 or more.

a. The contractor may not discriminate against any employee or applicant because of physical or mental handicap, in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

c. In the event of the contractor's noncompliance with this clause, action may be taken in accordance with the rules and regulations and relevant orders of the Secretary of Labor.

d. The contractor agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants, and the rights of applicants and employees.

e. The contractor must notify each union or worker's representative with which it has a collective bargaining agreement or other understanding that the contractor is bound by the terms of section 503 of the Act and is committed to taking affirmative action to employ, and advance in employment, handicapped individuals.

f. The contractor must include this clause in every subcontract or purchase order over $2,500 under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so its provisions will be binding upon each subcontractor or vendor. The contractor must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce in these provisions, including action for noncompliance.

A.15 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

If this contract provides for payments aggregating $10,000 or more, the following clause is applicable.

a. The contractor may not discriminate against any employee or applicant because that employee or applicant is a disabled veteran or veteran of the Vietnam era, in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

b. The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the state employment service where the opening occurs. State and local government agencies holding Postal Service contracts of $10,000 or more will also list their openings with the appropriate office of the state employment service.

c. Listing of employment openings with the employment service system will be made at least concurrently with the use of any other recruitment source or effort and will involve the normal obligations attaching to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular applicant or hiring from any particular group of applicants, and nothing herein is intended to relieve the contractor from any other requirements regarding nondiscrimination in employment.

d. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it must advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. The contractor may advise the State system when it is no longer bound by this clause.

e. Paragraphs b, c, and d above do not apply to openings the contractor proposes to fill from within its own organization or under a customary and traditional employer/union hiring arrangement. But this exclusion does not apply to a particular opening once the contractor decides to consider applicants outside its own organization or employer/union arrangements for that opening.

f. Definitions

1. All Employment Openings. This includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This also includes full-time employment, temporary employment of more than three days duration, and part-time employment. Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations in which the needs of the Postal Service cannot reasonably be otherwise supplied, when listing would be contrary to national security, or when listing would not be in the best interest of the Postal Service.

2. Appropriate Office of the State Employment Service. This means the local office of the federal/state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

3. Positions That Will be Filled From Within the Contractor's Own Organization. This means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries and parent companies) and includes any openings which the contractor proposes to fill from regularly established recall lists.

4. Openings the Contractor Proposes to Fill Under a Customary and Traditional Employer/Union Hiring Arrangement. Employment openings the contractor proposes to fill from union halls as part of the customary and traditional hiring relationship existing between it and representatives of its employees.

g. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.

h. In the event of the contractor's noncompliance with this clause, action may be taken in accordance with the rules, regulations, and relevant orders of the Secretary.

i. The contractor agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and the rights of applicants and employees.

j. The contractor must notify each union or workers' representative with which it has a collective bargaining agreement or other understanding that the contractor is bound by the terms of the Act and is committed to taking affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

k. The contractor must include this clause in every subcontract or purchase order of $10,000 or more under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so its provisions will be binding upon each subcontractor or vendor. The contractor must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce in these provisions, including action for noncompliance.

A.16 GRATUITIES OR GIFTS

a. The Postal Service may terminate this contract for default if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that the contractor or the contractor's agent or other representative:

1. Offered or gave a gratuity or gift (as defined in 5 CFR 2635) to an officer or employee of the Postal Service; and

2. Intended by the gratuity to obtain a contract or favorable treatment under a contract.

b. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

A.17 HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Lessor must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Lessor agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law is subsequently

identified on the premises, the Lessor agrees to remove such materials or substances upon notification by the U. S. Postal Service at Lessor's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Lessor, the Lessor agrees to conduct, at Lessor's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Lessor fails to remove any friable asbestos or hazardous/toxic materials or substances, or complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Lessor by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Lessor certifies:

1. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;

2. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and

3. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

The Lessor hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

A.18 ADVERTISING OF CONTRACT AWARDS

Except with the contracting officer's prior approval, the contractor agrees not to refer in its commercial advertising to the fact that it was awarded a Postal Service contract or to imply in any manner that the Postal Service endorses its products.

A.19 RECORDING

This agreement or a memorandum hereof, must be recorded at the expense of the Lessor. Such expense includes all fees required for or incident to recording. If the Lessor fails to record the Lease, or a memorandum thereof, the Postal Service may record the Lease or a memorandum thereof, and deduct all costs associated therewith from future rents.

A.20 SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

A.21 ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service. Prior to expiration or termination of this lease the Postal Service may remove such alterations and improvements and restore the premises to as good condition as that existing at the time of entering upon the same under the lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Postal Service has no control, excepted. If however, at the expiration or termination of the lease or any renewal or extension thereof, the Postal Service elects not to remove such alterations and/or improvements, said alterations and/or improvements shall become the property of the Lessor and any rights of restoration are waived.

A.22 APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service.

A.23 DAMAGE OR DESTRUCTION OF PREMISES

If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection or are otherwise determined by the Postal Service to be unfit for use and occupancy, the Postal Service may:

a. terminate this lease as of the date the premises become unfit for use and occupancy, or

b. require the Lessor to repair or rebuild the premises as necessary to restore them to tenantable condition to the satisfaction of the Postal Service. For any period the premises, or any part thereof, are unfit for use and occupancy, the rent will be abated in proportion to the area determined by the Postal Service to be untenantable. Unfitness for use does not include unsuitability arising from such causes as design, size, or location of the premises, or

c. accomplish all repair necessary for postal occupancy and deduct all such costs, plus administrative burden from future rents.

A.24 LESSOR OBLIGATIONS

The Lessor's obligations regarding the services to be provided are further defined as follows:

a. If heating system and fuel are furnished - Lessor must furnish heating system together with all fuel required for proper operation of the system during the continuance of the Lease. The system must be in good working order and, if maintained by the Lessor, will be maintained in accordance with the Maintenance Rider attached hereto. Any Investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Lessor, unless the release is cause by the act or negligence of the Postal Service.

b. If heat is furnished - Lessor must maintain a uniform heating temperature of 65 degrees F. in all enclosed portions of the demised premises during the continuance of the Lease.

c. If heating system is furnished - Lessor must furnish heating system in good working order and, if maintained by Lessor, will be maintained in accordance with the Maintenance Rider attached hereto. Any Investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the

Lessor, unless the release is cause by the act or negligence of the Postal Service.

d. If lighting fixtures and power are furnished - Lessor must provide light fixtures in good working order as well as pay all recurring electric bills.

e. If light fixtures are furnished - Lessor must provide light fixtures in good working order.

f. If electricity is furnished - Lessor must pay for all recurring electric bills and furnish the electrical system during the continuance of the Lease.

g. If electrical system is furnished - Lessor must furnish an electrical system in good working order having a separate electrical meter.

h. If water system and water service are furnished - Lessor must furnish a water system in good working order and pay for all recurring water bills during the continuance of the Lease.

i. If water system is furnished - Lessor must furnish a water system in good working order with separate water meter.

j. If sewerage system and sewerage service is furnished - Lessor agrees to furnish sewerage systems including all equipment, piping, plumbing, lines, connections, septic tanks, field lines and related devices, as necessary and to pay all charges, fees and other costs for such system and services during the continuance of the Lease.

k. If sewerage system is furnished - Lessor agrees to furnish sewerage systems including all equipment, piping, plumbing, lines, connections, septic tanks, field lines, and related devices, as necessary during the continuance of the Lease.

l. Future Availability of Public Water and/or Sewerage Services - Regardless of Lessor's responsibility for water and/or sewerage under this Lease, if public water and/or sewerage services are not currently available, but become available in the future, the Lessor agrees to accomplish connection, maintain, and pay all fees and costs involved in connecting the building system to the public water and/or sewerage systems. After connection, the Postal Service agrees to pay recurring charges for water consumption and use of sewerage services. If connection of such services is optional, the Postal Service will determine if the connection is to be made by the Lessor.

m. If air-conditioning equipment and operating power are provided - Lessor must furnish air-conditioning equipment together with all power required for proper operation of the equipment during the continuance of the Lease. The equipment must be in good working order and, if maintained by the Lessor, will be maintained in accordance with the Maintenance Rider attached hereto.

n. If air-conditioning equipment is furnished - Lessor must furnish air conditioning equipment in the demised premises in good working order and, if maintained by Lessor, will be maintained in accordance with the Maintenance Rider included attached hereto.

o. If air-conditioning is furnished - Lessor must maintain a uniform temperature of no greater than 78 degrees F. in all enclosed portions of the demised premises and be responsible for servicing of the air conditioning equipment including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment together with power, water and other services for its operation.

A.25 LESSOR'S SUCCESSORS

The terms and provisions of this Lease and the conditions herein are binding on the Lessor, and all heirs, executors, administrators, successors, and assigns.

A.26 RESERVED

A.27 DAVIS-BACON ACT

The following is applicable if this agreement covers premises of net interior space in excess of 6,500 square feet and involves construction work over $2,000.00.

a. Minimum Wages

1. All mechanics and laborers employed in the contract work (other than maintenance work of a recurring, routine nature necessary to keep the building or space in condition to be continuously used at an established capacity and efficiency for its intended purpose) must be paid unconditionally, and not less than once a week, without deduction or rebate (except for deductions permitted by the Copeland Regulations (29 CFR Part 3)), the amounts due at the time of payment computed at rates not less than the aggregate of the basic hourly rates and rates of payments, contributions, or costs for any fringe benefits contained in the wage-determination decision of the Secretary of Labor, attached hereto, regardless of any contractual relationship alleged to exist between the Lessor, or subcontractor and these laborers and mechanics. A copy of the wage-determination decision must be kept posted by the Lessor at the site of the work in a prominent place where it can easily be seen by the workers.

2. The Lessor may discharge its obligation under this clause to workers in any classification for which the wage-determination decision contains:

(a) Only a basic hourly rate of pay, by making payment at not less than that rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or

(b) Both a basic hourly rate of pay and fringe-benefit payments, by paying in cash, by irrevocably contributing to a fund, plan, or program for, or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by 40 U.S.C. 276a, or by a combination of these.

3. Contributions made, or costs assumed, on other than a weekly basis (but not less often than quarterly) are considered as having been constructively made for a weekly period. When a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Lessor pays a cash equivalent or provides an alternative fringe benefit, the Lessor must furnish information with the Lessor's payrolls showing how the Lessor determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage-determination fringe benefits. When the Lessor provides a fringe benefit different from that contained in the wage determination, the Lessor must show how the hourly rate was arrived at. In the event of disagreement as to an equivalent of any fringe benefit, the contracting officer must submit the question, together with the contracting officer's recommendation, to the Secretary of Labor for final determination.

4. If the contractor does not make payments to a trustee or other third person, the contractor may consider as payment of wages the costs reasonably anticipated in providing bona fide fringe benefits, but only with the approval of the Secretary of Labor pursuant to a written request by the Lessor. The Secretary of Labor may require the Lessor to set aside assets in a separate account, to meet the Lessor's obligations under any unfunded plan or program.

5. The contracting officer will require that any class of laborers or mechanics not listed in the wage-determination but to be employed under the contract will be classified in conformance with the wage-determination and report the action taken to the Administrator of the Wage and Hour Division, Employment Standards Administration,

U.S. Department of Labor, Washington, D.C. 20210-0001, for approval. The contracting officer will approve an additional classification and wage rate and fringe benefits therefor only if:

(a) The work to be performed by the classification requested is not performed by a classification in the wage-determination;

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

6. If the Lessor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate and fringe benefits therefor, the contracting officer must submit the question, together with the views of the interested parties and the contracting officer's recommendation, to the Wage and Hour Administrator for final determination. The Administrator or authorized representative will, within 30 days of receipt, approve, modify, or disapprove every proposed additional classification action, or issue a final determination if the parties disagree, and so advise the contracting officer or advise that additional time is necessary. The final approved wage rate (and fringe benefits if appropriate) must be paid to all workers performing work in the classification under the contract from the first day work is performed in the classification. The Lessor will post a copy of the final determination of the conformance action with the wage-determination determination at the site of the work. (The Department of Labor information collection and reporting requirements contained in subparagraph a.5 above and in this subparagraph a.6 have been approved by the Office of Management and Budget under OMB control number 1215-0140.)

b. Apprentices and Trainees

1. Apprentices may be permitted to work only when

(a) registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor, or, if no such recognized agency exists in a state, under a program registered with the Bureau of Apprenticeship and Training; or

(b) if not individually registered in the program, certified by the Bureau of Apprenticeship and Training or state agency (as appropriate) to be eligible for probationary employment as an apprentice. Trainees may be permitted to work only if individually registered in a program approved by the Employment and Training Administration, U.S. Department of Labor.

2. The ratio of apprentices to journeymen or trainees to journeymen in any craft classification must not be greater than that permitted for the Lessor's entire work force under the registered apprenticeship or trainee program. Apprentices and trainees must be paid at least the applicable wage rates and fringe benefits specified in the approved apprenticeship or trainee program for the particular apprentice's or trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage-determination. If the apprenticeship or trainee program does not specify fringe benefits, apprentices or trainees must be paid in the full amount of fringe benefits listed on the wage-determination for the applicable classification unless the Administrator of Wage and Hour Division determines that a different practice prevails. Any employee listed on a payroll at an apprentice or trainee wage rate not registered, or performing work on the job site in excess of the ratio permitted under the registered program, must be paid the wage rate on the wage determination for the classification of work actually performed.

3. If the Bureau of Apprenticeship and Training or State agency recognized by the Bureau (as appropriate) withdraws approval of an apprenticeship program, or if the Employment and Training Administration withdraws approval of a trainee program, the contractor will no longer be permitted to utilize apprentices or trainees (as appropriate) at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (See 29 CFR 5.16 for special provisions that apply to training plans approved or recognized by the Department of Labor prior to August 20, 1975.)

4. The utilization of apprentices, trainees, and journeymen must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

c. Overtime Compensation

1. The Lessor may not require or permit any laborer or mechanic employed on any work under this contract to work more than 40 hours in any workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), unless the laborer or mechanic receives compensation at a rate not less than one-and-one-half times the laborer's or mechanic's basic rate of pay for all such hours worked in excess of 40 hours.

2. For violations of subparagraph c.1 above, the Lessor is liable for liquidated damages, which will be computed for each laborer or mechanic at $10 for each day on which the employee was required or permitted to work in violation of subparagraph c.1 above.

3. The contracting officer may withhold from the Lessor sums as may administratively be determined necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages pursuant to subparagraph c.2 above.

d. Payroll and Other Records

1. For all laborers and mechanics employed in the work covered by this clause, the Lessor must maintain payrolls and related basic records and preserve them for a period of three years after contract completion. The records must contain the name, address, and social security number of each employee, the employee's correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), the daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Lessor has obtained approval from the Secretary of Labor to assume a commitment to bear the cost of fringe benefits under subparagraph a.4 above, the Lessor must maintain records showing the commitment and its approval, communication of the plan or program to the employees affected, and the costs anticipated or incurred under the plan or program. Lessors employing apprentices or trainees under approved programs must maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (The Department of Labor information collection and record keeping requirements in this subparagraph d.1 have been approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017).

2. The Lessor must submit weekly, for each week in which any work covered by this clause is performed, a copy of all payrolls to the contracting officer. The Lessor is responsible for the submission of copies of payrolls of all subcontractors. The copy must be accompanied by a statement signed by the Lessor indicating that the payrolls are correct and complete, that the wage rates contained in them are not less than those determined by the Secretary of Labor,

and that the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Submission of the Weekly Statement of Compliance (see 29 CFR 5.5(a)(3)(ii)) required under this agreement satisfies this requirement. As required by this clause, the Lessor must submit a copy of any approval by the Secretary of Labor. (The Department of Labor information collection and reporting requirements in this subparagraph d.2 have been approved by the Office of Management and Budget under OMB control number 1215-0149.)

3. The Lessor's records required under this clause must be available for inspection by authorized representatives of the contracting officer and the Department of Labor, and the Lessor must permit the representative to interview employees during working hours on the job.

4. The Lessor must comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3), which are hereby incorporated in this contract by reference.

e. Withholding of Funds. The contracting officer may withhold from the Lessor under this or any other contract with the Lessor so much of the accrued payments or advances as is considered necessary to pay all laborers and mechanics the full amount of wages required by this contract or any other contract subject to the Davis-Bacon prevailing wage requirements that is held by the Lessor.

f. Subcontracts

1. If the Lessor or any subcontractor fails to pay any laborer or mechanic employed on the site of the work any of the wages required by the contract, the contracting officer may, after written notice to the lessor, suspend further payments or advances to the lessor until violations have ceased.

2. The lessor agrees to insert this clause, including this paragraph f, in all subcontracts hereunder. The term "lessor" as used in this clause in any subcontract, is deemed to refer to the lower-tier subcontractor.

g. Compliance with Davis-Bacon and Related Acts Requirements. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

h. Certification of Eligibility

1. By entering into this contract, the lessor certifies that neither it or any person or firm having an interest in the lessor is ineligible to be awarded contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2. No part of this contract will be subcontracted to any person or firm ineligible for contract award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Contract Termination and Debarment. A breach of this Davis-Bacon Act clause may be grounds for termination of the contract and debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

j. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract are not subject to the Claims and Disputes clause. They will be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the lessor (or any of its subcontractors) and the Postal Service, the U.S. Department of Labor, or the employees or their representatives.

A.28 BANKRUPTCY

In the event the Lessor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Lessor will furnish, by certified mail, written notification of the bankruptcy to the contracting officer responsible for administering the contract. The notification must be furnished within five days of the initiation of the bankruptcy proceedings. The notification must include the date on which the bankruptcy petition was filed, the court in which the petition was filed, and a list of Postal Service contracts and contracting officers for all Postal Service contracts for which final payment has not yet been made. This obligation remains in effect until final payment under this contract.

SECTION B

B.1 TYPE OF BUSINESS ORGANIZATION

The offeror, by checking the applicable blocks, represents that it:

a. Operates as ☒ a corporation incorporated under the laws of the State of Vermont, ☐ an individual, ☐ a partnership, ☐ a joint venture, ☐ a non-profit organization, or ☐ an educational institution; and

b. Is a ☐ small business concern, ☐ minority-owned business, ☐ woman-owned business, ☐ labor surplus area concern, ☐ educational or other non-profit organization, or ☐ none of the above entities.

c. **SMALL BUSINESS CONCERN.** A small business concern for the purposes of Postal Service procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is submitting an offer, and is of a size consistent with the standards set forth by SBA in CFR Part 121, or if no standard has been established, then of a size employing not more than 500 employees. (Also see USPS Procurement Manual, Chapter 10, Section 1.)

d. **MINORITY-OWNED BUSINESS.** A minority-owned business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. ("Native Americans" means American Indians, Eskimos, Aleuts, and native Hawaiians. "Asian-Pacific Americans" means those whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Marianas Islands, Laos, Kampuchea, or Taiwan. "Asian-Indian Americans" means those whose origins are in India, Pakistan, or Bangladesh.)

e. **WOMAN-OWNED BUSINESS.** A woman-owned business is a business which is at least 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

f. **LABOR SURPLUS AREA.** A geographical area which at the time of award is either a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, as defined in this paragraph.

1. Section of concentrated unemployment or underemployment means appropriate sections of States or labor areas so classified by the Secretary of Labor.

2. Persistent labor surplus area means an area which is classified by the Department of Labor as an area of substantial and persistent labor surplus (also called Area of Substantial and Persistent Unemployment) and is listed as such by that Department in conjunction with its publication, Area Trends in Employment and Unemployment.

3. Substantial labor surplus area means an area which is classified by the Department of Labor as an area of substantial labor surplus (also called Area of Substantial Unemployment) and which is listed as such by that Department in conjunction with its publication, Area Trends in Employment and Unemployment.

g. **LABOR SURPLUS AREA CONCERN.** A firm which will perform or cause to be performed a substantial proportion of a contract in a labor surplus area.

h. **EDUCATIONAL OR OTHER NON-PROFIT ORGANIZATION.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

B.2 PARENT COMPANY AND TAXPAYER IDENTIFICATION NUMBER

a. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.

b. Enter the offeror's Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security Number or other Employee Identification Number used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941.

Offeror's TIN: 03-0190735

c. ☐ Check this block if the offeror is owned or controlled by a parent company.

d. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: _____
Parent Company's Main Office Address: _____
No. and Street: _____
City: _____ State: ____ Zip Code: _____
Parent Company's TIN: _____

e. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:

Name of Common Parent: _____

Common Parent's TIN: _____

B.3 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

a. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:

1. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;

2. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and

3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

b. Each person signing this proposal certifies that:

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or

2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

c. Modification or deletion of any provision in this certificate may result in the rejection of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

B.4 CONTINGENT FEE REPRESENTATION

a. The offeror must complete the following representations:

1. The offeror ☐ has ☑ has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract.

2. The offeror ☐ has ☑ has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract.

b. If either representation is in the affirmative, or upon request of the contracting officer, the offeror must furnish, in duplicate, a completed Form 7319, "Contractor's Statement of Contingent or Other Fees," and any other information requested by the contracting officer. If the offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, it may accompany its proposal with a signed statement--

1. Indicating when the completed form was previously furnished;

2. Identifying the number of the previous solicitation or contract, if any, in connection with which the form was submitted; and

3. Representing that the statement on the form is applicable to this proposal.

c. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

B.5 CERTIFICATION OF NONSEGREGATED FACILITIES

a. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

b. As used in this certification, "segregated facilities" means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

c. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding $10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods).

NOTICE

A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding $10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

B.6 RESERVED

B.7 LEASES BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES, CONTRACT EMPLOYEES, OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEES OR CONTRACT EMPLOYEES

By submitting this proposal, the offeror certifies that the offeror ☐ is, ☑ is not an employee, a personal service contract employee or a member of the immediate family of a Postal Service employee or personal service contract employee OR a business organization (partnership, corporation, joint venture, etc.) substantially owned or controlled by a Postal Service employee, a personal service contract employee, or a member of the immediate family of a Postal Service employee or personal service contract employee. "Immediate family" means spouse, minor child or children, and other individuals related to the employee by blood who are residents of the employee's household.

a. If the Postal Service is assuming maintenance responsibility for the demised premises for the first time, the Lessor must correct all maintenance deficiencies and obtain a written certification from a professional HVAC firm that the heating, ventilating and air conditioning systems have been maintained and are in proper working condition. The Lessor will remain responsible until all deferred maintenance work has been completed to the satisfaction of the Postal Service and Postal Service is in receipt of and accepts the aforementioned written certification.

b. The term "demised premises" as used in this rider includes the premises described in the Lease, the improvements and appurtenances to such premises and all equipment and fixtures furnished, or to be furnished, by the Lessor under this Lease.

c. The Postal Service is responsible for ordinary repairs to, and maintenance of the demised premises except for those repairs that are specifically made the responsibility of the Lessor in this Lease. The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.

d. The Lessor is responsible for:

(1) Repairs to all common or joint use areas, common or joint use equipment and fixtures that may be included as part of this Lease.

(2) All repairs to structural elements and all parts of the roof system. The term "structural elements" as used in this clause is limited to the foundation, bearing walls, floors (not including floor covering), and column supports. The roof system includes, but is not limited to, the roof covering, flashing and insulation, and roof beams, joists, and deck.

(3) Repairs resulting from Acts of God, of a public enemy, riot or insurrection.

(4) Inspection, prevention and eradication of termites and any other wood eating insects and for repairs of any damage resulting therefrom.

(5) Repairs resulting from defects in building construction or installation of equipment, fixtures, or appurtenances furnished by the Lessor.

(6) Repairs resulting from fire or other casualties, unless such casualties were caused by the negligence of employees or agents of the Postal Service.

(7) Any ordinary repairs by the Postal Service which were made necessary by the failure of any element for which the Lessor is responsible.

e. When the need arises for repairs which are the responsibility of the Lessor, including any repairs or actions for which the Lessor is responsible under paragraph a. hereof, the Postal Service will (except in emergencies) give the Lessor written notice of the needed repairs and will specify a reasonable deadline for completion of the work. A copy of such notice will be sent by certified or registered mail to the Lessor's mortgagee and assignee of monies due or to become due pursuant to this Lease whose names and addresses have been furnished to the Postal Service by the Lessor. If none of these parties (lessor, mortgagee or assignee) proceed with the work with such diligence so as to ensure completion within the time specified in the notice (or any extension thereof granted at the sole discretion of the Postal Service) or actually fails to complete the work within said time, the Postal Service has the right to perform the work, by contract or otherwise, and withhold the cost of such work (which may include administrative cost and/or interest) from payments due under this Lease. In addition, the Postal Service may proportionally abate the rent for any period the demised premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition. Alternatively, the Postal Service may, if the demised premises are determined to be unfit for occupancy, at its sole discretion, cancel this Lease without liability.

UNITED STATES POSTAL SERVICE.

Tax Rider
Reimbursement of Paid Taxes/98

BOYNTON BEACH - DOWNTOWN STATION (110960-001)
217 N SEACREST BLVD BOYNTON BEACH, FL 33435-4011

Assessor's Parcel Number: 08 43 45 28 10 004 0170

a. Definitions

Ad Valorem means according to the value of the property.

Property Tax Rate is an amount expressed as dollars and cents per $100.00 or per $1,000.00 of assessed value or as mills per $1.00 of assessed value as set by authorities for tax jurisdictions.

Real Property Taxes, as used in this clause, shall mean those taxes, including *ad valorem* taxes, special assessments, fees and charges, that are assessed against any or all taxable real property appearing on the assessment roll or list in a taxing authority's jurisdiction and that are identified by a taxing authority for the support of government activities within it's jurisdiction, whether such activities are general or specific. Real Property Taxes also include administrative charges or fees imposed by a taxing authority for the support of it's tax assessment and collection activities.

b. The lessor agrees to pay all taxes of any kind, including Real Property Taxes, special assessments, and charges and fees of every kind and nature levied on the Demised Premises.

c. The Postal Service will reimburse Lessor for paid Real Property Taxes, as defined above, only under the following terms:

1. Lessor may submit not more than one request for reimbursement in any calendar year, irrespective of the number of taxing authorities included; and reimbursement will be made **not more than one time annually by the Postal Service.**
2. No reimbursement will be made for fines, penalties, interest or costs imposed for late payment.
3. Reimbursement will be made only for paid taxes, less the maximum discount allowed by the taxing authority for prompt or early payment, regardless of whether Lessor actually received any such discount.
4. Notwithstanding anything contained in section c.3 above, in the case of a special assessment for which a taxing authority permits or prescribes installment payments that extend beyond the lease term, reimbursement will be made only for those installments that are required to be made during the lease term, regardless of whether Lessor pays in full or otherwise adjusts the payment schedule within the lease term.
5. Reimbursement will be made only for taxes levied for periods of time within the term of this Lease.
6. In order to qualify for reimbursement, the tax bill as issued by the taxing authority must pertain only to the Demised Premises, and to no other real property.
7. **Lessor must provide copies of the front and back of the complete tax bill issued by the taxing authority,** along with satisfactory proof of payment. Satisfactory proof of payment shall be (i) a receipt for payment shown on the face of the tax bill, (ii) a copy of the front and back of the canceled payment check, (iii) a statement from a lender verifying payment of the tax, or (iv) other documentation satisfactory to the Postal Service.
8. Incomplete or improper requests for reimbursement will be returned to Lessor without payment.
9. **The Postal Service is not required to reimburse paid taxes unless the request for reimbursement is made within 18 months after the close of the tax year.**

d. The Lessor must promptly furnish to the Postal Service copies of all notices that may affect the valuation of the Demised Premises for Real Property Tax purposes or that may affect the levy or assessment of Real Property Taxes thereon. If Lessor does not timely furnish such notices relating to valuation changes or the levy or assessment of taxes or fails to meet any legal prerequisite for appeal and the Postal Service loses the right to contest the validity or the amount of the taxes, then the Postal Service shall be responsible to reimburse Lessor for only 75% of the reimbursable taxes due for the year involved.

UNITED STATES POSTAL SERVICE.

Designation of Emergency Repair Personnel

Return completed, signed copy of this form to:	Postal Unit: DOWNTOWN STATION
JODY SLOAN PROJECT MANAGER RE ATLANTA FSO 4000 DEKALB TECH PKWY 300 ATLANTA, GA 30340-2799	Street Address: 217 N SEACREST BLVD City, State, ZIP + 4: BOYNTON BEACH FL, 33435-4011

Owner: THE VALLEY LAND CORP
220 HOLIDAY DR STE 27, WHITE RIVER JCT, VT 05001-2015

Contact the following personnel for emergency repairs for those services that are my responsibility under the terms of the lease, when I (or my agent) cannot be reached after a reasonable period of time at Area Code & Telephone 802-295-3358

In the event the Postal Service is unable to contact the designated emergency repair person or such person is unavailable to perform necessary emergency repairs, the Postal Service is authorized to arrange for such repairs by repair personnel selected by the Postal Service with cost thereof to be reimbursed by the lessor.

For Roofing/ Structural Emergencies ☐ Check if Not Applicable	Valley Land Corp. 220 Holiday Dr., Suite 27 White River Jct., VT 05001	Arnold Moretto Roofing 1499 SW 30th Ave. Boynton Beach, FL 33425 Tel. 737-2383
For Electrical Emergencies ☑ Check if Not Applicable		
For Plumbing Emergencies ☑ Check if Not Applicable		
For Heating, Ventilating and Air-Conditioning Emergencies ☐ Check if Not Applicable		
For Other Emergencies (Windows, Doors, Locks, Etc.) ☐ Check if Not Applicable		

Sign Original

This letter is not intended to, nor does it in any way, increase my responsibilities as owner (or agent w/ owner) of the property to the occupant, the U.S. Postal Service.

Signature of Owner or Owner's Agent	Frank M. Gilman	Date 5/29/02
Name (Typed or Printed)	Frank M. Gilman, President , Valley Land Corp.	
Street Address	220 Holiday Dr., Suite 27	
City, State, ZIP + 4	White River Jct., VT 05001	

October 1991 ☐ Postmaster ☐ District ☐ Area

UNITED STATES POSTAL SERVICE

Lease Extension

Facility Name/Location
DOWNTOWN STATION (110960-001)
217 N SEACREST BLVD, BOYNTON BEACH, FL 33435-9998

Lease Extension No: 001
Lease: H00000100547

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 06/25/2002, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning 02/01/2023 and ending 01/31/2024 at an annual rental of $180,125.00.

The Postal Service may terminate this Agreement by giving 90 days written notice to the Landlord.

In all other respects, the Lease shall remain the same and is hereby confirmed.

UNITED STATES POSTAL SERVICE.

Lease Extension

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: BOYNTON BEACH CRA

Name & Title Thomas Turkin, CRA Board Vice Chair

Name & Title Angela Cruz, CRA Board Member

Name & Title Woodrow Hay, CRA Board Member

Name & Title

Name & Title Aimee Kellers, CRA Board Member

Name & Title

Name & Title Ty Penserga, CRA Board Chair

Name & Title

Landlord's Address: BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY
THUY SHUTT
100 E OCEAN AVE - 4TH FL
BOYNTON BEACH, FL Zip+4 33435-4515

Landlord's Telephone Number(s): (561) 600 - 9098

Federal Tax Identification No.: XX-XXX3410

Witness Vicki Cuthrell

Witness Tim Tack

a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: 7/17/2023

TERRENCE P BRENNAN
Contracting Officer

Signature of Contracting Officer

7500 E 53rd Place, Rm 1108, Denver, CO 80266-9918
Address of Contracting Officer

UNITED STATES POSTAL SERVICE.

Lease Extension

Facility Name/Location
DOWNTOWN STATION (110960-001)
217 N SEACREST BLVD, BOYNTON BEACH, FL 33435-9998

Lease Extension No: 002
Lease: H00000100547

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 06/25/2002, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning 02/01/2024 and ending 01/31/2025 at an annual rental of $189,131.25.

The Postal Service may terminate this Agreement by giving 90 days written notice to the Landlord.

In all other respects, the Lease shall remain the same and is hereby confirmed.

UNITED STATES POSTAL SERVICE.

Lease Extension

EXECUTED BY LANDLORD this 19th day of December, 2023.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: BOYNTON BEACH CRA

Name & Title Woodrow Hay - CRA Board Member

Name & Title CHAIR/MAYOR Ty PENSERGA

Name & Title Thomas Turkin, Vice Chair

Name & Title

Name & Title Aimee Kelley, CRA Board member

Name & Title

Name & Title Angela Cruz, CRA Board member

Name & Title

Landlord's Address: BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY
100 E OCEAN AVE - 4TH FL
BOYNTON BEACH, FI
Zip+4 33435-4515

Landlord's Telephone Number(s): (561) 600 - 9098

Federal Tax Identification No.: XX-XXX3410

Witness

Witness

a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date:

Terrence P. Brennan
Digitally signed by Terrence P. Brennan
Date: 2024.01.23 11:07:01 -07'00'

Terrence P Brennan
Contracting Officer

Signature of Contracting Officer

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918
Address of Contracting Officer

UNITED STATES POSTAL SERVICE

Lease Extension

Facility Name/Location
DOWNTOWN STATION (110960-001)
217 N SEACREST BLVD, BOYNTON BEACH, FL 33435-9998

Lease Extension No: 003
Lease: H00000100547

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 06/25/2002, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning 02/01/2025 and ending 01/31/2027 at an annual rental of $208,200.00.

See attached Addendum

The Postal Service may terminate this Agreement by giving 90 days written notice to the Landlord.

In all other respects, the Lease shall remain the same and is hereby confirmed.

UNITED STATES POSTAL SERVICE

Addendum

Facility Name/Location
DOWNTOWN STATION (110960-001)
217 N SEACREST BLVD, BOYNTON BEACH, FL 33435-9998

County: Palm Beach
Lease: H00000100547

1. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

UNITED STATES POSTAL SERVICE

Lease Extension

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: BOYNTON BEACH CRA

_____ _____
Name & Title Name & Title

_____ _____
Name & Title Name & Title

_____ _____
Name & Title Name & Title

_____ _____
Name & Title Name & Title

Landlord's Address: BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY
TIMOTHY TACK
100 E OCEAN AVE - 4TH FL
BOYNTON BEACH, FL Zip+4 33435-4515

Landlord's Telephone Number(s): (561) 600 - 9091 _____

Federal Tax Identification No.: XX-XXX3410

_____ _____
Witness Witness

a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Terrence P Brennan _____
Contracting Officer Signature of Contracting Officer

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918
Address of Contracting Officer

Lease Extension

Facility Name/Location
BOYNTON BEACH - DOWNTOWN STATION - 110960001
217 N SEACREST BLVD, BOYNTON BEACH, FL 334359998

Lease Extension No: 4

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 6/25/2002, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, on a fixed term basis beginning 2/1/2027 and ending 1/31/2028 at an annual rental rate of $237,348.00.

The Postal Service may terminate this Agreement by giving 90 days written notice to the Landlord.

In all other respects, the Lease shall remain the same and is hereby confirmed.

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY
BOYNTON BEACH COMMUNITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

By: _____ _____
Name & Title Name & Title

_____ _____
Name & Title Name & Title

_____ _____
Name & Title Name & Title

Landlord's Name: _____ e-mail: _____
and address
_____
_____
_____
_____ Zip+4: _____

Landlord's Telephone Number(s): _____ FAX: _____

Social Security No. or Federal Tax Identification No.: _____

_____ _____
Witness Witness

a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act. b.
b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

TERRENCE BRENNAN _____
Contracting Officer Signature of Contracting Officer

USPS Facilities Leasing West, PO Box 5527, Denver, CO 80217-5527
Address of Contracting Officer

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: November 17, 2026

NEW BUSINESS

AGENDA ITEM 14.C

SUBJECT:
Consideration of Rideshare Services

SUMMARY:
On January 18, 2024, the CRA Board approved the contract with Circuit Transit, Inc (Circuit), for the CRA pilot ride share program which will provides all-electric on-demand transportation services (see Attachments I). The Scope of Work of the Agreement with Circuit is summarized below:

- on-demand ride share service with the exception of fixed routes for special events
- initial 6-month contract with the option to renew 6 months
- include the use of two GEM cars and two EV sedans
- provide service from 10 AM - 8 PM (Sunday-Thursday) and 10 AM - 10 PM (Friday and Saturday)
- report back to the Board quarterly once the contract begins

Following the Board's approval at the January 18th meeting, the CRA and City of Boynton Beach entered into an Interlocal Agreement (ILA) which was approved at their February 13, 2024, and March 5, 2024, meetings respectively (see Attachment II). The ILA is in place in order to provide dedicated parking locations, electrical service for the charging, ride share service to the Ocean Front Beach Park and potential fixed route ride share service for City Events. The ILA also serves as the tool to allow the City to fund any service outside of the CRA boundaries and allow reimbursement of EV charging costs.

At the January 14, 2025 meeting, the CRA Board consensus was to extend the contract beyond the one-year pilot program and continue service as it currently operates (see Attachment III).

Attachment IV is Amendment No. 1 to the Agreement for On-Demand Transportation Service with Circuit Transit Inc. The Amendment extends the rideshare service for one year with two options to extend for one year.

At the February 10, 2026 meeting, the CRA Board approved its first option to extend for one year from March 5, 2026 - March 4, 2027, at the same prices, terms and conditions a set forth in the Agreement. Attachment V is the Notice of Renewal.

At the May 12, 2026 meeting, the CRA Board approved Amendment No. 2 which incorporated a price increase to the hourly operation costs.

Between March 2024 - October 2026, Circuit Transit Inc, has

- transported 43,604 passengers
- provided 32,177 rides
- generated $39,361 in gross revenue

In preparation for the upcoming renewal period, staff began researching rideshare alternatives and is seeking Board direction on how they would like to proceed.

ProKel Mobility submitted a proposal in August 2026 with an updated proposal in October (see Attachment VI). Staff also reviewed the newly launched rideshare service in West Palm Beach powered by Via. After preliminary review, Circuit Transit Inc. remains the most affordable (see Attachment VII). Staff is seeking Board direction in preparation for the Circuit Transit renewal in February 2027.

FISCAL IMPACT:
FY 2026-2027 Budget, Project Fund, Line Item 02-58500-470, $425,000 for Circuit Contract

CRA BOARD OPTIONS:
To be determined based on Board discussion.

ATTACHMENTS:

Description

- Attachment I - CRA/Circuit Executed Contract
- Attachment II - CRA/City Executed Interlocal Agreement
- Attachment III - 6-Month Renewal Signed by Circuit
- Attachment IV - Amendment No. 1
- Attachment V - Renewal Letter for March 2026 - March 2027
- Attachment VI - ProKel Proposal
- Attachment VII - Rideshare Comparison

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICES

This Agreement for On-Demand Transportation Services (hereinafter "Agreement") is made by and between **CIRCUIT TRANSIT INC.**, ("**Contractor**") a Florida corporation organized and existing under the laws of the State of Florida having its principal office at 501 East Las Olas, Suite 300, Fort Lauderdale, FL 33301, including its Affiliates (collectively, the "**Contractor**" or "**Company**") and **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY** (the "**Client**" or "**CRA**") a community redevelopment agency organized and existing under the laws of the State of Florida having its principal office 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435, (hereinafter the "CRA") (collectively the "Parties").

WHEREAS, the CRA is in need of on-demand transportation ("Services"); and

WHEREAS, Circuit entered into an agreement with the City of Hollywood in response to Request to Proposal No. RFP-045-23-SK, effective July 1, 2023 to provide on-demand transportation services for a term of one (1) year, with the option to renew for three (3) one-year periods; and

WHEREAS, the CRA desires to obtain the Services from Circuit on same the terms, conditions, and pricing provided under RFP-045-23-SK, subject to the terms and conditions of this Agreement and the City of Boynton Beach Procurement Policy; and

WHEREAS, Circuit agrees to extend the terms, conditions, and pricing provided under RFP-045-23-SK to the CRA, subject to the terms and conditions of this Agreement; and

WHEREAS, the Services are required for a proper municipal purpose and is in the interest of the public; and

WHEREAS, the Services will further the Community Redevelopment Plan.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

1) **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) **Description of the Services.** Contractor will perform its obligations as described in Exhibit A: Scope of Services, which is hereby incorporated as if fully set forth herein.

3) **Term.** The Contractor shall perform the Services for six (6) months ("Initial Term"), with option to renew for 6 months ("Renewal Term"). Services shall start within thirty (30) days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. A copy of the executed

interlocal agreement shall be provided to Circuit. The service start date may be extended by mutual agreement of the Parties.

4) **Compensation.** The CRA shall pay the Contractor an amount not to exceed Four Hundred Thousand dollars ($400,000.00) (hereinafter, "Compensation") for the performance of the Services for the Initial Term and Renewal Term of this agreement, which sum shall be paid in accordance with the Pricing Schedule attached as Exhibit B. The Compensation is all inclusive for the services provided and shall include the cost of the vehicles, vehicle wraps, including the art work installation and removal of the wraps, W-2 Drivers, management fees, driver training, insurance, vehicle maintenance, cell phones, hosting services for the mobile application and related usage fees, web fees, and basic marketing materials. Contractor shall be responsible for all costs related to the operation and maintaining the vehicles, including cost of installation of the vehicle charging equipment and the costs for electrical service required for vehicle charging. Notwithstanding the above, in the event that the CRA does not renew this Agreement after the Initial Term, the CRA shall reimburse Contractor the costs associated with modifying the existing electrical service to accommodate new charging equipment, upon receipt of proper invoice . The CRA shall not be responsible for the payment of any additional fees not otherwise stated herein, unless the parties enter into a written amendment to this Agreement which is approved by both parties.

5) **Method of Payment of Compensation.** Circuit shall submit a monthly detailed invoice to the CRA. Project Manager shall determine the format of the invoice and the information that must be provided. Payment of Compensation (or any part thereof) shall 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*. Any amounts not timely paid by CRA shall bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. All Payments shall be in the form of a CRA check made payable to the Contractor, or as indicated above. No Payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Contractor, either wholly or in part, and no Payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Services.

6) **Propriety.** Contractor understands that at all times during its performance of Services, Contractor, Contractor's employees and subcontractors shall conduct itself at all times with due regard to public conventions and morals, and shall refrain from making statements or presenting material that contains vulgar, obscene, profane, or otherwise objectionable language that, as determined in the sole discretion of the CRA, material and substantially interferes with the functions and reasonable business operations of the CRA.

7) **Termination for Convenience.** The CRA reserves the right to terminate this Agreement for any reason and without cause with sixty (60) days written notice during the Renewal Term only. In the event of termination, Contractor shall be entitled to payment for services rendered through the date of termination.

8) **Termination for Cause; Default.** The CRA reserves the right to terminate this Agreement, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by

specifying a reasonable time period within which the Contractor must cure any such failure to perform or default. If the Contractor fails to cure the default within the time specified, the CRA may then terminate the Agreement by providing written notice to the Contractor. Notwithstanding anything to the contrary in this Agreement, if the CRA determinates that termination is necessary to protect public health, safety or welfare, the CRA may terminate the Agreement upon providing such written notice that the CRA deems appropriate under the circumstances, including immediate termination. In the event of immediate termination, the Contractor shall be entitled to payment for seven (7) days of services plus payment for services rendered under this Agreement through the date of the notice of immediate termination.

9) **Termination for Bankruptcy.** The CRA shall have the right to terminate this Agreement by providing written notice to the Contractor in the event: i) Contractor enters into receivership or is subject of a voluntary or involuntary bankruptcy proceeding; or ii) a substantial part of the Contractor's property becomes subject to nay levy, seizure, assignment, or sale for or by any creditor or government agency.

10) **Waiver.** The CRA shall not be responsible for any property or other damages or personal injury sustained by the Contractor from any cause whatsoever related to the Services whether such damage or injury occurs before, during, or after the actual performance of the Services. The Contractor hereby forever waives, discharges, and releases the CRA, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Contractor.

11) **Indemnification.** The Contractor shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property or other damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment of the Contractor or the performance of this Agreement by Contractor or Contractor's employees, agents, partners, principals, or subcontractors. This paragraph shall not be construed to require Contractor to indemnify the CRA for negligence or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

12) **Limitation of liability.** To the extent permitted by law, the CRA's liability for all matters that occur as a result of, arise out of, or are otherwise related to this Agreement, including negligent, grossly negligent, or willful misconduct or omission, shall be limited to the amount of Compensation, less amounts that have already been paid, or the direct out-of-pocket damages actually incurred, whichever is less. Neither Party shall not be liable to the other party for special, indirect, incidental or consequential damages. Each Party hereby disclaims such damages to the full extent such may be disclaimed, except in the case of fraud, gross negligence or willful misconduct of the responsible Party. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA , including those set forth in Section 768.28, Florida Statutes.

13) **No Transfer.** The Contractor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or profit corporation, or other entity without prior, written permission from the CRA.

14) **Insurance.** The Contractor shall obtain all insurance required by the CRA and provide proof thereof at least 10 days prior to the start of the Services, and include for the following insurance amounts:

Commercial General Liability:	$1,000,000 per occurrence/$2 million in the aggregate for bodily injury, personal injury and property damage
Automobile Liability:	$1,000,000 combined single limit for bodily injury and property damage, including hired owned and non-owned auto coverages
Workers Compensation	In the amounts required under Florida Statutes
Cyber Liability:	$1,000,000 coverage
Umbrella/Excess Liability insurance	$5,000,000 coverage

The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Services or this Agreement. Contractor shall not commence services under the terms of this agreement until a Certification of Insurance ("COI") has been received by the CRA. The CRA is to be included as "Additional Insured" with respect to liability arising out of services performed by the Contractor by or on behalf of the CRA or acts or omissions of the Contractor in connection with providing Services pursuant to this Agreement. The Certificate must include the following as additional insured parties:

Boynton Beach Community Redevelopment Agency
100 E Ocean Avenue, 4th Floor
Boynton Beach, Florida 33435

The City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33435

15) **Tax Forms.** The Contractor's individual members, including the Contractor's agents and employees, shall provide the CRA with completed W-9 forms in order receive Payment. The CRA shall provide the Contractor with an IRS Form 1099 where required under law. The Contractor further acknowledges that the CRA is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for the Services. The Contractor

assumes all liability and responsibility for payment of the Contractor's (and the Contractor's individual members) own FICA and Social Security benefits and all taxes resulting from this Agreement.

16) **Funding.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CRA. In the event funds to finance this Agreement become unavailable, the CRA may terminate this Agreement upon no less than twenty-four (24) hours' notice to Contractor. The CRA shall be the sole and final authority as to the availability of funds. The CRA shall pay Contractor for goods received or services rendered prior to the date of termination.

17) **No Discrimination.** The Contractor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, familial status, gender identity, gender expression, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

18) **Independent Contractor; No Partnership, Etc.** The Contractor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Contractor is an independent contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance of Services; and that Contractor is an independent contractor and not an employee of the CRA for all 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 will exercise its own judgment in matters of safety for itself, those affected by the Services, and attendees of the Event.

19) **Promotional Materials.** The Contractor agrees that the CRA may photograph and/or record video and audio of the Services, and that such photographs and recordings may be (i) used for the purposes of promotion of the CRA, or undertakings by the CRA; (ii) transmitted live or by recording on local television and radio channels; and (iii) used in materials intended for public display or distribution to the public, including but not limited to print advertisements, billboards, street and light pole banners, websites affiliated with the CRA, and social media affiliated with the CRA. The Contractor waives and assigns to the CRA all copyrights under the Copyright Act of 1976, 17 U.S.C. 101, et seq., and all other rights in recorded, photographed, or transmitted versions of the Services. The CRA shall attribute the Services to the Contractor.

20) **No Infringement.** The Contractor represents that in performing the Services under this Agreement, the Contractor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Contractor or appearance as part of the Services is an infringement on the property right, copyright, patent right, or other rights, the Contractor will indemnify the CRA against any and all loss,

damages, costs, attorney fees or other loss whatsoever. The Contractor shall not use the CRA's logos, or marks without the CRA's prior written approval.

21) **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

22) **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

23) **Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

24) **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the parties expressly agree and submit. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. CONTRACTOR SHALL NOT BRING ANY COURT ACTION AGAINST CRA EITHER IN EQUITY OR IN LAW, AND CONTRACTOR EXPRESSLY WAIVES ITS RIGHT TO INSTITUTE LITIGATION AGAINST CRA FOR ANY MATTER ARISING UNDER THE TERMS OF THIS CONTRACT, UNTIL AFTER THE PROJECT HAS BEEN COMPLETED AND ACCEPTED BY CRA.

25) **Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties. To that end, this Agreement is declared severable.

26) **Force Majeure.** Neither party shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it by reason of boycotts, shortages of materials, labor disputes, embargoes, acts of God, epidemic, pandemic, acts of

public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, terrorism, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which are not within its control. Each party take all reasonable steps to prevent, reduce, mitigate, and remedy the effects of the Force Majeure event as soon as possible if within its control. The CRA shall not be obligated to pay Contractor Compensation under this Agreement to the extent that a Force Majeure prevents or delays Contract from performing Services.

27) **Voluntary Waiver of Provisions.** The failure of either Party to enforce any of its rights hereunder or at law will not be deemed a waiver or a continuing waiver or any of its rights or remedies against the other Party, unless such failure or waiver is expressly set forth and acknowledged in writing. The CRA may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Agreement. The Contractor may waive any requirements of the CRA contained in this Agreement.

28) **Contractor-owned records.** Except as provided in Chapter 119, *Florida Statutes*, all records created and compiled by Contractor in completing the Services are owned by Contractor and include, but are not limited to, written reports, studies, drawings, blueprints, photographs, negatives of photographs, computer printouts, graphs, charts, plans, contract documents, specifications, all ridership data, information generated on the Contractor's proprietary mobile applications and all other similarly recorded data.

29) **Public Records.** The CRA is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the CRA to perform the Services described in this Agreement.

b. Upon request from the CRA's custodian of public records, provide the CRA 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, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the CRA.

d. Upon completion of the Agreement, transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

The Contractor also understands that CRA may disclose any document in connection with performance of the Services or this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 737-3256; 100 E. Ocean Ave., 4th Floor, Boynton Beach, FL 33435; or TackT@bbfl.us.

30) **Agent.** If this Agreement is signed by the Contractor's agent, the agent warrants that he/she is duly authorized to act on behalf of the Contractor, that he/she is authorized to enter into this Agreement, and that the agent and Contractor are jointly and severally liable for any breach of this Agreement.

31) **Notice and Contact.** The parties shall use the contact information below for coordinating delivery of the Services. Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice:

Contact Person for the Contractor Circuit Transit Inc.
Jason Mirras
501 East Las Olas
Suite 300
Fort Lauderdale, FL 33301

With a copy to:

Circuit Transit Inc.
P.O. Box 2173
Amagansett, NY 11930
Attention : James Mirras

Contact Person for the CRA (hereinafter "Program Coordinator"):
Name: Timothy Tack

Address: 100 E. Ocean Avenue. 4th Floor,
Boynton Beach, FL 33435

Email Address: TackT@bbfl.us.
Telephone Number: (561) 600-9091

With a copy to:

Kathryn Rossmell, Esq.
Lewis, Longman, & Walker P.A.
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401

32) **Attorneys' Fees and Costs.** Should it be necessary to bring an action to enforce any of the provisions of this Agreement, each party shall be responsible for its own attorneys' fees and costs.

33) **Compliance with Laws.** In the performance of the Services under this Agreement, the Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including applicable ethics and procurement requirements.

34) **Effective Date and Termination.** This Agreement will become effective at the date and time that the last party signs this Agreement ("Effective Date"). Unless earlier terminated pursuant to this Agreement, this Agreement will automatically terminate after the performance of the Services and final Payment by the CRA. Nothing in this paragraph shall be construed so as to affect the CRA's right to cancel or postpone the Services pursuant to this Agreement.

35) **Modification.** This Agreement will not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each Party. Any other attempt to modify or amend this Agreement will be null and void and may not be relied upon by either Party.

36) **Survival.** The provisions of this Agreement regarding promotional rights, infringement, indemnity, waiver, limitation of liability, insurance, agents, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.

37) **Electronic Signatures**. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

38) **Non-Scrutinized Company.** Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the CRA determines that this certification is falsified or contains false statements, or that Contractor is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the CRA may terminate the Agreement.

39) **Agreement Non-Exclusive.** Contractor shall be free to contract for similar services to be performed for other entities or persons while under contract with the CRA. The provision of

services provided for herein is non-exclusive. The CRA in its sole and absolute discretion may retain additional entities or persons to perform the same or similar work.

40) **E-Verify.** Contractor warrants for itself and its subcontractors that Contractor and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the CRA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding any other provisions in this Agreement, if the CRA has a good faith belief that Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall terminate the Agreement. If the CRA that has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the CRA as a result of the termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

41) **Conflict of Interest**. Circuit represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the services to be rendered under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

By: _____ Date: 1/25/2024

Authorized Representative for Contractor

Print Name: JASON BACALEY

Witness: _____ Date: 1/25/2024

Witness Name: KEVIN JACOBS

By: _____ Date: 1/29/2024

Authorized Representative for CRA

Print Name: TY PENSERA

Witness: _____ Date: 1/29/2024

Witness Name: BONNIE NICKLEN

EXHIBIT A: SCOPE OF WORK

Section 1: Summary of Services

Circuit shall develop, implement and manage a Micro-Transit "On Demand" service (the "Service") within a geo-fenced coverage area described in Exhibit A-1. The Service will have the ability to be on demand and may include supplementary service for special events as specified in this Scope of Work. The Service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate primarily throughout the Boynton Beach CRA boundaries and provide transportation to Ocean Front Beach Park. The Service to the Beach shall be subject to CRA's execution of an interlocal agreement with the City of Boynton Beach for the provision of services to Ocean Front Beach Park.

The Service shall:

A. Operate a 6-month on-demand pilot test in two zones (Zone 1 and Zone 2) covering approximately 1.6 square miles of coverage area as illustrated in Exhibit C ("Service Area"). Zone 1 is located within the boundaries of the CRA. Zone 2 provides service to Ocean Front Beach Park, which is located outside the boundaries of the CRA.
B. Supplement any part of the service with a fixed route for special events and if deemed necessary through data and public needs.
C. Demonstrate the ability to scale up and down the fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve a desired level of service.
D. Operate vehicles that meet the Federal Motor Vehicle Safety Standards and Regulations.
E. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers.
F. Feature a mobile application downloadable from both the Apple Store and Google Play Store which will have the ability to charge a fee for service via a secured credit card payment system.
G. Provide a dedicated phone line so that users can call and request assistance.
H. Service will be operational within 30 days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. The date of operation may be extended by mutual agreement of the parties if necessary to accommodate installation of infrastructure as required by Section 4 this agreement.
I. Service shall be periodically adjusted based upon needs identified during the term of the Agreement and the availability of funds.

Section 2: Mobile Application

Circuit shall provide a mobile application which provides for the following:

A. Allows riders to request pick up and drop off locations within the Service Area.
B. Allows the user to connect from Zone 1 and Zone 2.
C. At no cost to the CRA, Circuit shall maintain updates to the application, which shall be compatible with smart phones and other mobile devices.
D. Provides for the ability to charge a fee per rider and issue discounts via promo-codes.
E. Provides users with approximate time until pick up.
F. Allows users to rate drivers and provide feedback.
G. Features a Google Maps based map (or equivalent) that identifies the boundaries of the Service Area.
H. After a ride request has been accepted by a driver, depicts the real-time location of vehicles on a map of the Service Area.
I. Ability to track party and usage data.

Section 3: Marketing and Branding

A. In coordination with the CRA, Circuit shall develop and implement a branding strategy, which shall incorporate the logo and name of the CRA and the City of Boynton Beach. Circuit shall not implement any branding strategy without prior written approval from the CRA. Any changes to the branding strategy must be approved in writing by the CRA prior to implementation.
B. Circuit shall develop and implement a marketing program to promote awareness of the program. The CRA shall have the right to request changes to the marketing program.
C. The CRA retains the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

Section 4: Vehicles and Infrastructure

Circuit shall procure, license, operate and maintain vehicles and related infrastructure including charging stations used in the service in accordance with applicable laws and regulations with the following requirements.

A. **Fleet Size**. Unless the parties agree otherwise, Circuit will acquire and operate at its own expense no fewer than two (2) GEM vehicles (inclusive of one (1) ADA accessible GEM vehicle) and two (2) EV Sedans as part of this Service. The parties agree that the hourly rate for the EV Sedans will be the same as the GEM vehicles for the Initial Term and Renewal Term of the Agreement. Circuit shall maintain and operate vehicles to satisfy the minimum levels of service and ADA accessibility requirements.
B. **Specifications**. All vehicles will:
    i. Comply with all applicable laws and regulations.
    ii. Be fully electric.
    iii. Meet all safety standards established by applicable law or regulation.
    iv. Feature luggage carrying capacity.
C. **Branding**. The branding strategy will be applied to all vehicles as follows:
    i. At all times during operation of any vehicles pursuant to this Agreement, Circuit may apply, but is not limited to, branding to all wheels, hoods, front panels, coping, roof and rear fenders, unless otherwise prohibited by the CRA.
    ii. Circuit shall develop a default vehicle wrap to be used when no paying advertiser has been identified for any vehicle or vehicles for a period of 7 days or longer unless otherwise approved by the CRA.
    iii. Exterior and interior advertising will not interfere with the placement or visibility of any branding required by this Agreement, unless otherwise approved by the CRA.
D. **Licensing**. Circuit shall obtain and maintain proper licensing and registration of all vehicles at all times.
E. **Parking and charging stations.** The CRA shall provide four (4) parking spaces that will be reserved exclusively for Circuit's use, which Circuit may use for charging, parking, and storing the vehicles during times of non-operation. The location of the spaces will be as stated in the Interlocal agreement between the CRA and the City. Circuit shall be permitted to install Level 2 EV charging stations and signage at the three (3) of the reserved parking spaces. Circuit shall be solely responsible for the cost of signage, charging equipment, and electrical services required for charging vehicles. The CRA shall ensure that electrical service is available at the reserved spaces. Upon termination of the Agreement, Circuit shall restore the reserved parking spaces to their original condition.
F. **Maintenance and replacement**.

i. At Circuit's sole cost, Circuit shall maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations.
ii. Circuit shall ensure that all vehicles will be free of graffiti, vandalism, defacement and other damage to the satisfaction of the CRA.
iii. Circuit shall replace any vehicle at its sole cost when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations, or it is no longer able to be maintained in accordance with the requirements of this Agreement.
iv. Circuit shall use its best efforts to restore or replace non-operational vehicles to operation within three (3) calendar days from the date of any incident requiring the vehicle to be removed from operation. Circuit shall provide verbal and written notice to the CRA of any delay in restoring or replacing a non-operational vehicle that extends beyond three (3) calendar days from the date of malfunction. If the CRA determines that any such delay is due to Circuit's lack of diligence, the CRA will have the right to pursue any remedy provided for in this Agreement, or at law or equity.

Section 5: Staffing

A. General. Circuit shall provide sufficient staffing to maintain levels of service required by this Agreement. All persons providing services pursuant to this Agreement will be employees, contractors or consultants hired by the Circuit. Circuit is solely responsible for all staffing decisions made pursuant to this Contract.
B. Drivers. Circuit shall obtain complete background checks on all drivers, including driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. Circuit shall not hire any convicted felon or any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. Circuit shall not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. Circuit to review each driver's driving and criminal records at least annually.
C. Circuit shall provide its employees with a living wage and tips.

Section 6: Attaining and Maintaining Levels of Service (LOS)

A. General. Circuit shall provide an LOS that meets customer demands at all times of Service operations.
B. Service Level review. Circuit and the CRA shall meet at least quarterly to review LOS and determine if any adjustments are necessary. Any agreed upon adjustments will be made in writing.
C. The CRA designates Timothy Tack as the Project Manager and will provide written notification to Circuit of any changes to the Project Manager. The Project Manager shall be Circuit's principal point of contact regarding any matters relating to this Agreement. The Project Manager shall provide all general direction to Circuit regarding performance and provide guidance regarding the CRA' s goals and policies. The Project Manager is authorized to waive or modify any material changes to this Scope of Work changes so long as the changes do not increase Compensation paid to Circuit. Except as provided herein, any modifications to the Scope of Services that increase the Compensation paid to Circuit must be agreed by the parties by written amendment to the Agreement.
D. Circuit designates Jason Bagley as Circuit's Representative for this Agreement. Circuit will provide written notice to the CRA should there be a subsequent Representative change. Circuit's Representative has full right, power and authority to act for Circuit on all matters arising under or relating to this Agreement.
E. Special events. CRA may request additional vehicles for special events. Such request shall be made at least thirty (30) days prior to the special event and may include a request the establishment

of a fixed route for existing vehicles and/or a request additional vehicles, subject to availability. For additional vehicles provided for special events, CRA agrees to pay the regular service hourly rate per vehicle of $34.97 plus the actual cost to transport the vehicle(s) to the requested location, which will be agreed to by the parties in writing, prior to transportation.

Section 7. Trip Sharing

A. Drivers shall be permitted to transport more than one (1) party but no more than five (5) parties in GEM vehicles and four (4) parties in the E-Sedan under the following conditions:
   i. The vehicle must be equipped with individual seatbelts for the driver and each rider.
   ii. All passengers must use seatbelts at all times.
   iii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

Section 8: Operational Requirements

A. Circuit and all its employees, officers, managers, staff, subcontractors and subconsultants shall comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Agreement including but not limited to all laws and regulations regarding the safe operation of vehicles.
B. Circuit shall prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
C. Circuit must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Department of Highway Safety and Motor Vehicles, . Circuit is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
D. Circuit to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
E. Circuit and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
F. Circuit is permitted to establish reasonable restrictions on the provision of services to non-service animals.
G. All Circuit drivers shall wear proper identification and a uniform.
H. The CRA reserves the right to request immediate dismissal of any Circuit employees who fail to comply with the requirements of this Agreement. Relief personnel should be readily available during the term of this Agreement.

Section 9: Operating Hours

Each vehicle shall be available for an anticipated sixty (60) hours each week ("Vehicle Hours") . The cost per vehicle shall be based on the rates described in the Pricing Schedule attached as Exhibit B. The Vehicle Hours shall occur within the following schedule:

Day	Start time	End time
Mon	10:00 am	8:00 pm
Tues	10:00 am	8:00 pm
Weds	10:00 am	8:00 pm
Thurs	10:00 am	8:00 pm
Fri	10:00 am	10:00 pm
Sat	10:00 am	10:00 pm
Sun	10:00 am	8:00 pm

CRA Project Manager shall have the discretion to reduce or increase the number of Vehicle Hours and/or determine the hours of operation based on level of demand as determined by monthly data collection and consideration of holidays or other special events so long as the total Vehicle Hours for each month does not exceed the CRA's annual budget for the Service.

Section 10: Levels of Service Reporting

A. Circuit shall provide the CRA with monthly reports describing the level of service for each zone. Upon request, Circuit will provide the CRA with weekly level of service reports for each zone.
B. Monthly data reports shall include:
    i. Number of parties on a daily, weekly and monthly basis
    ii. Number of paying customers
    iii. Gross/Net revenue collected for fare revenue credits which distinguishes between fare revenue collected for Zone 1 trips and fare revenue collected for Zone 2 trips.
    iv. Number of vehicles not in operation on a daily, weekly and monthly basis
    v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
    vi. Average trip duration on a daily, weekly and monthly basis.
    vii. Pick-up and drop off location for each trip.
    viii. Average number of passengers per party per trip.
    ix. Average number of parties per trip.
    x. Number of passenger complaints received and resolution of the complaints on a daily, weekly and monthly basis.
C. Circuit shall present a report to the CRA Board on a quarterly basis summarizing the data provided in the monthly reports, the collected fare revenue, and the advertising revenue generated.
D. In the event Circuit does not provide a required report(s), the CRA reserves the right to withhold payment until the required report is received. To the extent that the CRA requires additional information related to the above reporting requirement, Circuit shall provide the information to the CRA.

Section 11: Advertisement Sales

Circuit shall sell space on the exterior or interior of the vehicles for the display of commercial advertising. Net Advertising Revenue, defined below, that is generated by Circuit in connection with the sales of commercial advertising shall be divided equally between Circuit and the CRA. Net Advertising Revenue means the gross advertising revenue received less all costs and expenses, including, but not limited to

advertisement design, production costs, installation and removal costs and customary commissions paid to media sales representatives, incurred by Circuit in connection with providing the advertisement sales. Circuit shall provide an accounting of all advertising revenue with its Level of Service monthly report as required in Section 9, which shall include the gross revenue, costs and expenses Circuit shall provide to CRA a breakdown of the Net Advertising Revenue each month, which shall include the gross revenue plus costs and expenses incurred in connection with providing advertising sales

Section 12. Advertising Guidelines

A. In its agreements with its advertising contractors, Circuit shall reserve the right to reject any advertisement, commercial or noncommercial.

B. Circuit shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CRA's consent which shall not be unreasonably withheld.

C. All advertising and promotional materials, including, without limitation, any vehicle "wraps" (collectively "**Advertising**") must conform to the following criteria:

i. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.

ii. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.

iii. Obscene Advertising. No Advertising shall display any statement, word, character, or illustration of an indecent or obscene nature, as defined by F.S. Chapter 847, as may be amended from time to time.

iv. False Advertising. No Advertising shall displace false or misleading information, intended to mislead the public as to anything sold, any services to be performed or information disseminated.

v. Tobacco, Firearms, and Cannabis. No Advertising shall display any statement that promotes the sale of tobacco or tobacco products, electronic cigarettes, firearms, or medical marijuana treatment centers or delivery devices in accordance with Florida law.

vi. Existing Laws. All Advertising must conform to all applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

D. The CRA shall request removal of any advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the request. Circuit will consider and act promptly upon the request in accordance with this policy.

Section 13: Ridership Fares

A. Circuit shall collect ridership fares for the services, as follows:

i. For rides that begin and terminate within Zone 1: $1.00 for each rider.

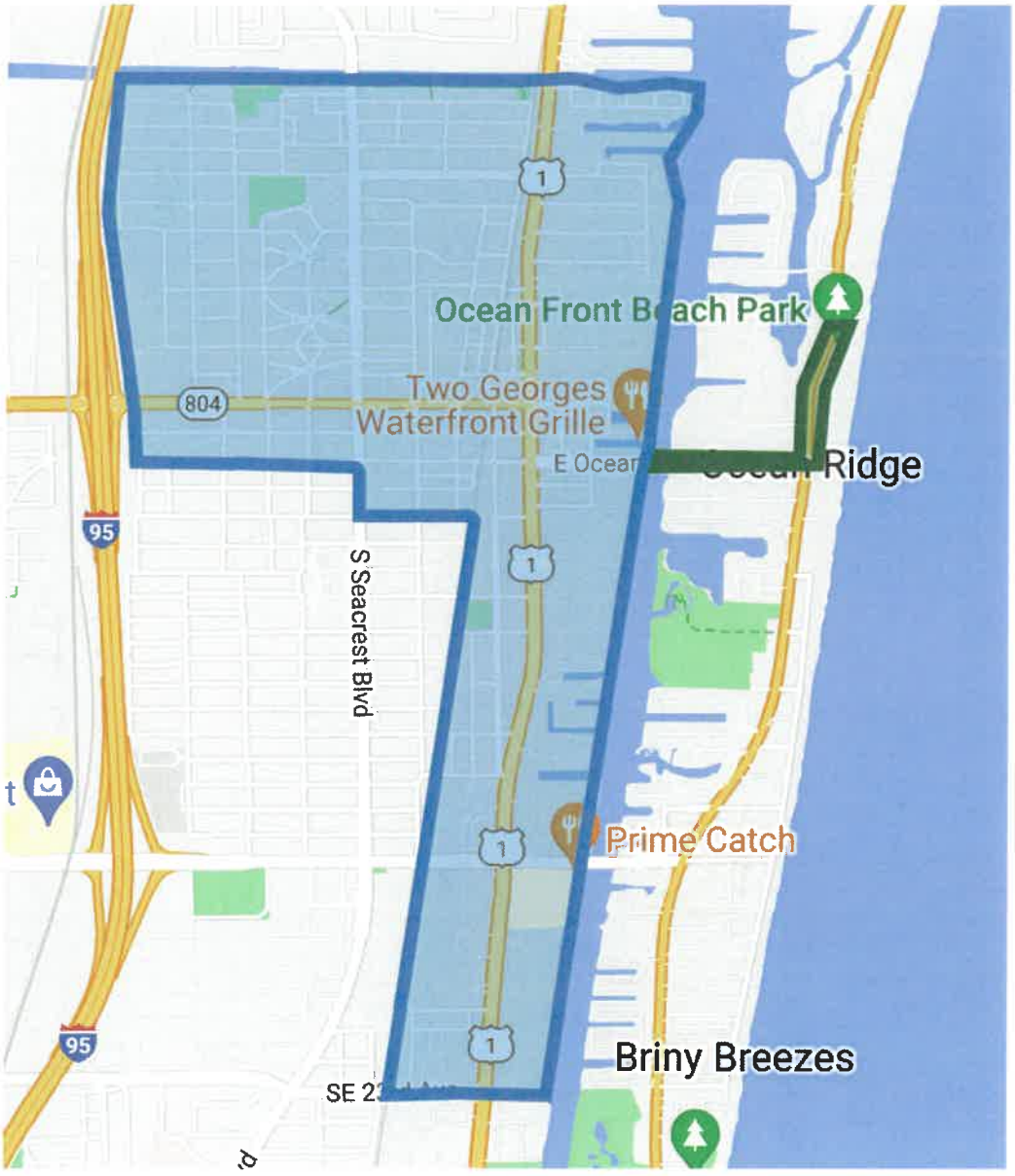
ii. For rides that begin or terminate in Zone 2: $2:00 for each rider. If the rider is part of a group, $2.00 for the initial rider and $1.00 for each additional rider within the group.

B. Circuit shall credit the CRA's monthly invoice for each Zone with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.

C. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less revenue collection costs and expenses, including but not limited to sales taxes or other taxes imposed by law, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Circuit will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

Exhibit A-1 Service Area

The Circuit Service Area for City of Boynton Beach CRA that is active in the Ride Circuit app and on the Circuit website is as follows:



Zone 1: Area shaded blue
Zone 2: Area shaded green

Exhibit B: Pricing Schedule

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Phase 1 Downtown/Federal Highway/ Beach Zone -

Month	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Hours Per Week	60	60	60	60	60	60	60	60	60	60	60	60
Hours Per Month	261	261	261	261	261	261	261	261	261	261	261	261
# of GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of ADA GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of EV Vans	0	0	0	0	0	0	0	0	0	0	0	0
# of Sedans	2	2	2	2	2	2	2	2	2	2	2	2
GEM Vehicle Service Hours	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
ADA Standby GEM Service Hours (STANDBY)	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
EV Van Service Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sedan Service Hours	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0
$ / GEM Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / ADA Standby GEM/Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / EV Van Service Hour	$ - .00	$ - .00	$ .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00
$ / Sedan Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
Total Costs	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509
Ad Revenue / Month	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Expected Fare Revenue / Month	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132
Expected Revenues	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132
Monthly Net Cost to CRA (E)	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377

GEMS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$41.61
46-50	$38.58
51-55	$36.59
56-60	$34.97
61-65	$33.61
66-70	$32.45
71-75	$31.46
76-80	$30.60
81-85	$29.84
86-90	$29.18
91-95	$28.58
96+	$28.05

VANS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$60.65
46-50	$55.43
51-55	$52.02
56-60	$49.22
61-65	$46.88
66-70	$44.89
71-75	$43.19
76-80	$41.71
81-85	$40.43
86-90	$39.26
91-95	$38.24
96+	$37.32

Sedans	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$46.23
46-50	$42.59
51-55	$40.22
56-60	$38.27
61-65	$36.63
66-70	$35.25
71-75	$34.06
76-80	$33.03
81-85	$32.12
86-90	$31.32
91-95	$30.61
96+	$29.97

RESOLUTION NO. R24-041

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY REGARDING CIRCUIT TRANSIT INC., FOR THE BBCRA PILOT RIDE SHARE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 18, 2024, the CRA Board approved a contract with Circuit Transit, Inc., for the CRA pilot ride-share program, which will provide all-electric on-demand transportation services; and

WHEREAS, the City and CRA desire to provide an additional route from the CRA district to Ocean Front Beach Park, along with four dedicated parking stalls in the north parking lot at the corner of Seacrest Blvd. and Boynton Beach Blvd., which will include three Level 2 EV charging stations adjacent to the existing electrical service; and

WHEREAS, in order to provide dedicated parking locations, electrical service for the charging, ride share service to the Ocean Front Beach Park, and potential fixed route ride share service for City Events, an Interlocal Agreement is required to fund any service outside of the CRA boundaries and allow reimbursement of EV charging costs; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency regarding Circuit Transit Inc., for the BBCRA Pilot Ride Share Program.

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

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency regarding Circuit

Transit Inc., for the BBCRA Pilot Ride Share Program. A copy of the Interlocal Agreement is attached hereto and incorporated herein as Exhibit "A."

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 5th day of March 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	~~Absent~~ from dais	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley	✓	
VOTE	4-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING AN ON DEMAND TRANSPORTATION SERVICES PILOT PROGRAM

THIS AGREEMENT ("Agreement") is made this 5th day of March 2024, by and between the **CITY OF BOYNTON BEACH,** a Florida municipal corporation, (hereinafter referred to as "City"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "BBCRA"). The City and BBCRA may be referred to herein individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the BBCRA has elected to enter into an agreement with Circuit Transit, Inc. ("Circuit"), a copy of which is attached hereto as Exhibit A ("Circuit Agreement"); and

WHEREAS, the Circuit Agreement provides that Circuit shall provide on demand transportation services (the "Services") as part of a pilot program for the BBCRA; and

WHEREAS, the BBCRA shall only provide funding for the Services within the BBCRA's boundaries; and

WHEREAS, the City desires to participate in the pilot program, fund Services outside of the BBCRA's boundaries, and otherwise contribute to the pilot program as described in this Agreement; and

WHEREAS, to that end, the area in which Services will be provided has been divided into Zone 1 and Zone 2, which are depicted on Exhibit B attached hereto, which is hereby incorporated herein; and

WHEREAS, Zone 1 is within the BBCRA's boundaries; and

WHEREAS, Zone 2 is outside the BBCRA's boundaries; and

WHEREAS, the BBCRA desires to enable the City to participate in the pilot program, fund Services outside of the BBCRA's boundaries, and otherwise contribute to the pilot program as

described in this Agreement; and

WHEREAS, the BBCRA has required that Circuit include the City as an additional insured pursuant to the Circuit Agreement; and

WHEREAS, the 2016 Community Redevelopment Plan ("CRA Plan") calls for the BBCRA to provide for connectivity between the districts, address public parking shortfalls, and provide for additional public waterfront access; and

WHEREAS, the Services shall be in furtherance of these goals and principles of the CRA plan; and

WHEREAS, the City and the BBCRA find that this Agreement serves a municipal and public purpose, and is consistent with and in furtherance of the Community Redevelopment Plan and the requirements of Chapter 163, Florida Statutes;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. **Recitations.** The recitations set forth above are hereby incorporated herein.
2. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Circuit Agreement (including the Exhibits to the Circuit Agreement). In the event of a conflict between a definition in this Agreement and a definition in the Circuit Agreement, the terms in this Agreement shall control. All other terms shall have their ordinary dictionary definitions.
3. **Payment.** The parties agree:
    a. **Contribution.** The City shall be responsible for providing payment to the BBCRA for the costs of the Services in Zone 2 and other costs as described below. Such payment shall be made within 15 days of the City receiving a complete written request for payment from the BBCRA.
    b. **Invoicing.** The BBCRA will submit the complete written request for payment to the City within 15 days of the receiving an invoice from Circuit.
        i. For purposes of this Agreement, a complete written request shall include:

1. The amount of payment requested.
2. The monthly report from Circuit, if provided by Circuit, describing the level of service for Zone 2, or equivalent documentation indicating the fare revenue collected from Zone 2 trips and the number of Zone 2 trips.
3. A copy of Circuit invoice to the BBCRA.
4. Tabulation by the BBCRA for the amount owed to the BBCRA by the City, which shall include each of the following, as applicable.

    A. For ordinary services, the costs of the Services in Zone 2 shall be calculated by multiplying the total invoice amount by the percentage of rides starting or ending within Zone 2, then subtracting from that resulting number fifty percent of the Net Fare Revenue generated from rides starting or ending within Zone 2. For clarity, the calculation above may also be represented as follows:

[(total invoice amount) x (percentage of rides starting or ending within Zone 2)] – [.5 x Net Fare Revenue generated from rides starting or ending within Zone 2] = Amount of City Payment Due.

It is the intent of the parties that the Net Fare Revenue generated from rides starting or ending within Zone 2 be evenly divided between the parties.

    B. For Services requested by the City for special events ("Special Event Services"), the City shall reimburse the CRA for all costs associated with Special Event Services, regardless of the location of the special event.

ii. In the event the written request is incomplete, the City shall notify the BBCRA within five days of receiving the incomplete request; otherwise such request shall be deemed complete. Upon receiving written notice of an incomplete request, and the BBCRA

shall have 10 days to submit the complete written request; otherwise such written request shall be ineligible for payment.

c. **Promotions.** In the event the City requests a pricing discount ("Sales Promotion") on certain Services, the City shall make payment to the BBCRA for difference in revenue to the BBCRA as a result of the Sales Promotion.

4. **Coordination.** The parties agree to the following concerning coordination related to this Agreement.

a. **Between the City and BBCRA.** Coordination between the City and BBCRA shall occur as follows:

i. The City shall designate a single point of contact ("City Project Manager") for coordination with the BBCRA concerning this Agreement. The City may modify the person acting as the City Project Manager upon written notice to the BBCRA. At present, the City designates Gail Mootz who can be reached at mootzg@bbfl.us and 561-742-6223. The BBCRA shall copy Jonele Luma at LumaJ@bbfl.us on all correspondence concerning invoices and Payments due.

ii. The BBCRA shall designate a single point of contact ("BBCRA Project Manager") for coordination with the City concerning this Agreement. The BBCRA may modify the person acting as the BBCRA Project Manager upon written notice to the City. At present, the BBCRA designates Timothy Tack, who can be reached at tackt@bbfl.us and (561)600-9091, with a copy of all emails to be directed to Bonnie Nicklien at nicklienb@bbfl.us.

b. **With Circuit.** The parties agree the BBCRA shall be the sole point of contact with Circuit. In the event the City desires to request Special Event Services, the City Project Manager shall submit to the BBCRA Project Manager a written request with sufficient detail to notify the BBCRA and Circuit of the time, date, total vehicle hours, vehicle types, and any other information necessary to analyze such request. Any request is for Special Event Services

must be made at least 30 days prior to the date of the applicable special event. If the City desires to coordinate with Circuit on any other matter, the City shall submit a written request to the BBCRA Project Manager containing sufficient information to analyze such request for consistency with the Circuit Agreement. So long as a written request from the City is consistent with the terms of the Circuit Agreement, the BBCRA shall coordinate with Circuit concerning the request within 5 business days of receiving such request and shall endeavor to arrange a meeting between the City, BBCRA, and Circuit. The City shall supply additional information as requested by the BBCRA as may be necessary, in the opinion of the BBCRA, to analyze the City's request and coordinate with Circuit concerning the same.

5. **Parking Spaces.** The parties agree that Circuit may use the Parking Spaces (defined below) for storing and charging the vehicles that provide the Services.

   a. **Location.** The City agrees to designate the parking spaces identified in Exhibit C (the "Parking Spaces") for the sole use of Circuit. The location of the Parking Spaces may be moved from time to time upon the written consent of the BBCRA Project Manager and the City Project Manager. However, in the event the City requests the Parking Spaces be moved, the City and BBCRA share evenly share the costs of moving any charging infrastructure and signage. The parties agree to make best efforts to avoid relocating the Parking Spaces during the term of the Agreement.

   b. **Signage, Charging Infrastructure, Electricity.** The City consents to the placement of signage and electric charging infrastructure at the Parking Spaces, which shall be installed at no cost to the City. The City confirms that sufficient power can be supplied to the Parking Spaces to charge four Circuit vehicles simultaneously. The City shall invoice the CRA for the electricity used by the Parking Spaces. The BBCRA Project Manager and City Project Manager may agree to incorporate the electricity invoice into the payment described in Paragraph 3 of this Agreement.

c. **Enforcement.** The City agrees to assist in enforcement of parking restrictions to ensure the Parking Spaces are used exclusively by Circuit vehicles, as may be required from time to time.

6. **Relationship to the Circuit Agreement.** The parties agree that the City shall only be responsible for providing payment to the BBCRA and that BBCRA shall be responsible for administering the Circuit Agreement. The parties agree that the BBCRA has sole and absolute discretion concerning the Circuit Agreement, and nothing in this Agreement confers the rights or obligations of the BBCRA within the Circuit Agreement to the City. Nonetheless, the CRA will endeavor to coordinate with the City concerning the termination of the Circuit Agreement and the amount and timing of Services prior to terminating the Service Agreement or implementing Service changes. The BBCRA will not terminate services to Zone 2 without the prior written consent of the City.

7. **Marketing and Promotion.** Marketing and promotional efforts concerning the Services shall occur as follows:

   a. **Inclusion of City Logo.** The BBCRA shall include the City's logo on marketing and advertising pursuant to the Circuit Agreement ("Promotional Materials") at no cost to the City. The City shall provide its preferred logo to the BBCRA for use in Promotional Materials. The BBCRA Project Manager shall provide any draft Promotional Materials with the City logo to the City Project Manager no less than five business days prior to the use of such Promotional Materials for approval; provided however that if the BBCRA Project Manager does not receive a response within five business days such Promotional Materials shall be deemed approved by the City.

   b. **Promotional Efforts by the City.** The City shall promote the Services using Promotional Materials provided by the BBCRA in the manner described in Exhibit D.

8. **Notice and Contact.** All notices and requests concerning this Agreement shall be delivered via email to the City Project Manager or the BBCRA Project Manager, as applicable, which

email delivery shall be deemed "written" or "in writing" for purposes of this Agreement. Notices concerning default or termination, or requests for modifications to this Agreement shall also be delivered by email and by writing sent by one of (1) United States mail, return receipt requested, (2) courier, evidenced by a delivery receipt, or (3) by overnight express delivery service, evidenced by a delivery receipt, which notice or request shall be addressed to the person designated by each party for receipt of legal notice. At present, the parties designate the following for receipt of legal notice:

If to the BBCRA: Kathryn Rossmell
Lewis, Longman & Walker, PA
360 S. Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
krossmell@llw-law.com

If to the City: Shawna Lamb
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
lambs@bbfl.us

9. **Term.** This Agreement shall become valid and commence upon execution by the last party to this Agreement ("Effective Date"). This Agreement shall be in effect from the Effective Date and unless earlier terminated pursuant to the terms of this Agreement, shall automatically terminate upon the termination of the Circuit Agreement, or 1 year from the Effective Date of this Agreement, whichever is earlier.

10. **Public Records.** The City and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each party shall have access to the other party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least one year after the termination of the Agreement.

11. **Filing**. The City shall file this Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes

12. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the BBCRA or the City as set forth in Section 768.28, Florida Statutes.

13. **Default.** If either party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of 10 calendar days after receipt of written notice of such default from the other party, the party giving notice of default may terminate this Agreement through written notice to the other party. Failure of any party to exercise its right in the event of any default by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any rights related to the other party's failure to perform unless such waiver is in writing and executed by both parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity. Notwithstanding the foregoing, in the event of a default by the either party, the exclusive remedy for such default shall be monetary, limited to actual damages incurred, and shall not exceed the amount actually paid to Circuit pursuant to the Circuit Agreement.

14. **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

15. **Severability.** The validity of any portion, article, paragraph, provision, clause, or any portion

thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof. To that end, this Agreement is declared severable.

16. **No Third Party Beneficiaries.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the City or the BBCRA.

17. **No Assignment.** The Parties may not transfer or assign this Agreement in whole or in part, without prior written consent of the other, which may be granted or withheld at the other party's absolute discretion.

18. **Governing Law; Venue.** This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

19. **Survival.** The provisions of this Agreement regarding termination and records shall survive the expiration or termination of this Agreement and remain in full force and effect.

20. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.

21. **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

22. **Interpretation; Independent Advice**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been

prepared by counsel for one of the parties. The parties declare that the terms of this Agreement have been read and are fully understood. The parties understand that this is a binding legal document, and each party is advised to seek independent legal advice in connection with the matters referenced herein.

IN WITNESS WHEREOF, the parties hereto have caused this ~~Termination~~ Interlocal Agreement to be executed on the day and year written below.

Boynton Beach Community Redevelopment Agency

ATTEST: Vicki Cuthman
Vicki Cuthman

By: E. Ty
Print Name: Ty Penberga
Title: CHAIR
Date: 2/13/2024

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:
CRA Attorney

City of Boynton Beach, Florida

ATTEST:

By: E. Ty
Print Name: Ty Penberga
Title: Mayor
Date: 3/5/2024

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:
City Attorney

EXHIBIT A

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICES

This Agreement for On-Demand Transportation Services (hereinafter "Agreement") is made by and between **CIRCUIT TRANSIT INC.**, ("**Contractor**") a Florida corporation organized and existing under the laws of the State of Florida having its principal office at 501 East Las Olas, Suite 300, Fort Lauderdale, FL 33301, including its Affiliates (collectively, the "**Contractor**" or "**Company**") and **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY** (the "**Client**" or "**CRA**") a community redevelopment agency organized and existing under the laws of the State of Florida having its principal office 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435, (hereinafter the "CRA") (collectively the "Parties").

WHEREAS, the CRA is in need of on-demand transportation ("Services"); and

WHEREAS, Circuit entered into an agreement with the City of Hollywood in response to Request to Proposal No. RFP-045-23-SK, effective July 1, 2023 to provide on-demand transportation services for a term of one (1) year, with the option to renew for three (3) one-year periods; and

WHEREAS, the CRA desires to obtain the Services from Circuit on same the terms, conditions, and pricing provided under RFP-045-23-SK, subject to the terms and conditions of this Agreement and the City of Boynton Beach Procurement Policy; and

WHEREAS, Circuit agrees to extend the terms, conditions, and pricing provided under RFP-045-23-SK to the CRA, subject to the terms and conditions of this Agreement; and

WHEREAS, the Services are required for a proper municipal purpose and is in the interest of the public; and

WHEREAS, the Services will further the Community Redevelopment Plan.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

1) **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) **Description of the Services.** Contractor will perform its obligations as described in Exhibit A: Scope of Services, which is hereby incorporated as if fully set forth herein.

3) **Term.** The Contractor shall perform the Services for six (6) months ("Initial Term"), with option to renew for 6 months ("Renewal Term"). Services shall start within thirty (30) days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. A copy of the executed

interlocal agreement shall be provided to Circuit. The service start date may be extended by mutual agreement of the Parties.

4) **Compensation.** The CRA shall pay the Contractor an amount not to exceed Four Hundred Thousand dollars ($400,000.00) (hereinafter, "Compensation") for the performance of the Services for the Initial Term and Renewal Term of this agreement, which sum shall be paid in accordance with the Pricing Schedule attached as Exhibit B. The Compensation is all inclusive for the services provided and shall include the cost of the vehicles, vehicle wraps, including the art work installation and removal of the wraps, W-2 Drivers, management fees, driver training, insurance, vehicle maintenance, cell phones, hosting services for the mobile application and related usage fees, web fees, and basic marketing materials. Contractor shall be responsible for all costs related to the operation and maintaining the vehicles, including cost of installation of the vehicle charging equipment and the costs for electrical service required for vehicle charging. Notwithstanding the above, in the event that the CRA does not renew this Agreement after the Initial Term, the CRA shall reimburse Contractor the costs associated with modifying the existing electrical service to accommodate new charging equipment, upon receipt of proper invoice . The CRA shall not be responsible for the payment of any additional fees not otherwise stated herein, unless the parties enter into a written amendment to this Agreement which is approved by both parties.

5) **Method of Payment of Compensation.** Circuit shall submit a monthly detailed invoice to the CRA. Project Manager shall determine the format of the invoice and the information that must be provided. Payment of Compensation (or any part thereof) shall 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*. Any amounts not timely paid by CRA shall bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. All Payments shall be in the form of a CRA check made payable to the Contractor, or as indicated above. No Payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Contractor, either wholly or in part, and no Payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Services.

6) **Propriety.** Contractor understands that at all times during its performance of Services, Contractor, Contractor's employees and subcontractors shall conduct itself at all times with due regard to public conventions and morals, and shall refrain from making statements or presenting material that contains vulgar, obscene, profane, or otherwise objectionable language that, as determined in the sole discretion of the CRA, material and substantially interferes with the functions and reasonable business operations of the CRA.

7) **Termination for Convenience.** The CRA reserves the right to terminate this Agreement for any reason and without cause with sixty (60) days written notice during the Renewal Term only. In the event of termination, Contractor shall be entitled to payment for services rendered through the date of termination.

8) **Termination for Cause; Default.** The CRA reserves the right to terminate this Agreement, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by

specifying a reasonable time period within which the Contractor must cure any such failure to perform or default. If the Contractor fails to cure the default within the time specified, the CRA may then terminate the Agreement by providing written notice to the Contractor. Notwithstanding anything to the contrary in this Agreement, if the CRA determinates that termination is necessary to protect public health, safety or welfare, the CRA may terminate the Agreement upon providing such written notice that the CRA deems appropriate under the circumstances, including immediate termination. In the event of immediate termination, the Contractor shall be entitled to payment for seven (7) days of services plus payment for services rendered under this Agreement through the date of the notice of immediate termination.

9) **Termination for Bankruptcy.** The CRA shall have the right to terminate this Agreement by providing written notice to the Contractor in the event: i) Contractor enters into receivership or is subject of a voluntary or involuntary bankruptcy proceeding; or ii) a substantial part of the Contractor's property becomes subject to nay levy, seizure, assignment, or sale for or by any creditor or government agency.

10) **Waiver.** The CRA shall not be responsible for any property or other damages or personal injury sustained by the Contractor from any cause whatsoever related to the Services whether such damage or injury occurs before, during, or after the actual performance of the Services. The Contractor hereby forever waives, discharges, and releases the CRA, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Contractor.

11) **Indemnification.** The Contractor shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property or other damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment of the Contractor or the performance of this Agreement by Contractor or Contractor's employees, agents, partners, principals, or subcontractors. This paragraph shall not be construed to require Contractor to indemnify the CRA for negligence or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

12) **Limitation of liability.** To the extent permitted by law, the CRA's liability for all matters that occur as a result of, arise out of, or are otherwise related to this Agreement, including negligent, grossly negligent, or willful misconduct or omission, shall be limited to the amount of Compensation, less amounts that have already been paid, or the direct out-of-pocket damages actually incurred, whichever is less. Neither Party shall not be liable to the other party for special, indirect, incidental or consequential damages. Each Party hereby disclaims such damages to the full extent such may be disclaimed, except in the case of fraud, gross negligence or willful misconduct of the responsible Party. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA , including those set forth in Section 768.28, Florida Statutes.

13) **No Transfer.** The Contractor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or profit corporation, or other entity without prior, written permission from the CRA.

14) **Insurance.** The Contractor shall obtain all insurance required by the CRA and provide proof thereof at least 10 days prior to the start of the Services, and include for the following insurance amounts:

Commercial General Liability:	$1,000,000 per occurrence/$2 million in the aggregate for bodily injury, personal injury and property damage
Automobile Liability:	$1,000,000 combined single limit for bodily injury and property damage, including hired owned and non-owned auto coverages
Workers Compensation	In the amounts required under Florida Statutes
Cyber Liability:	$1,000,000 coverage
Umbrella/Excess Liability insurance	$5,000,000 coverage

The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Services or this Agreement. Contractor shall not commence services under the terms of this agreement until a Certification of Insurance ("COI") has been received by the CRA. The CRA is to be included as "Additional Insured" with respect to liability arising out of services performed by the Contractor by or on behalf of the CRA or acts or omissions of the Contractor in connection with providing Services pursuant to this Agreement. The Certificate must include the following as additional insured parties:

Boynton Beach Community Redevelopment Agency
100 E Ocean Avenue, 4th Floor
Boynton Beach, Florida 33435

The City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33435

15) **Tax Forms.** The Contractor's individual members, including the Contractor's agents and employees, shall provide the CRA with completed W-9 forms in order receive Payment. The CRA shall provide the Contractor with an IRS Form 1099 where required under law. The Contractor further acknowledges that the CRA is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for the Services. The Contractor

assumes all liability and responsibility for payment of the Contractor's (and the Contractor's individual members) own FICA and Social Security benefits and all taxes resulting from this Agreement.

16) **Funding.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CRA. In the event funds to finance this Agreement become unavailable, the CRA may terminate this Agreement upon no less than twenty-four (24) hours' notice to Contractor. The CRA shall be the sole and final authority as to the availability of funds. The CRA shall pay Contractor for goods received or services rendered prior to the date of termination.

17) **No Discrimination.** The Contractor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, familial status, gender identity, gender expression, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

18) **Independent Contractor; No Partnership, Etc.** The Contractor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Contractor is an independent contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance of Services; and that Contractor is an independent contractor and not an employee of the CRA for all 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 will exercise its own judgment in matters of safety for itself, those affected by the Services, and attendees of the Event.

19) **Promotional Materials.** The Contractor agrees that the CRA may photograph and/or record video and audio of the Services, and that such photographs and recordings may be (i) used for the purposes of promotion of the CRA, or undertakings by the CRA; (ii) transmitted live or by recording on local television and radio channels; and (iii) used in materials intended for public display or distribution to the public, including but not limited to print advertisements, billboards, street and light pole banners, websites affiliated with the CRA, and social media affiliated with the CRA. The Contractor waives and assigns to the CRA all copyrights under the Copyright Act of 1976, 17 U.S.C. 101, et seq., and all other rights in recorded, photographed, or transmitted versions of the Services. The CRA shall attribute the Services to the Contractor.

20) **No Infringement.** The Contractor represents that in performing the Services under this Agreement, the Contractor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Contractor or appearance as part of the Services is an infringement on the property right, copyright, patent right, or other rights, the Contractor will indemnify the CRA against any and all loss,

damages, costs, attorney fees or other loss whatsoever. The Contractor shall not use the CRA's logos, or marks without the CRA's prior written approval.

21) **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

22) **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

23) **Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

24) **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the parties expressly agree and submit. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. CONTRACTOR SHALL NOT BRING ANY COURT ACTION AGAINST CRA EITHER IN EQUITY OR IN LAW, AND CONTRACTOR EXPRESSLY WAIVES ITS RIGHT TO INSTITUTE LITIGATION AGAINST CRA FOR ANY MATTER ARISING UNDER THE TERMS OF THIS CONTRACT, UNTIL AFTER THE PROJECT HAS BEEN COMPLETED AND ACCEPTED BY CRA.

25) **Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties. To that end, this Agreement is declared severable.

26) **Force Majeure.** Neither party shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it by reason of boycotts, shortages of materials, labor disputes, embargoes, acts of God, epidemic, pandemic, acts of

public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, terrorism, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which are not within its control. Each party take all reasonable steps to prevent, reduce, mitigate, and remedy the effects of the Force Majeure event as soon as possible if within its control. The CRA shall not be obligated to pay Contractor Compensation under this Agreement to the extent that a Force Majeure prevents or delays Contract from performing Services.

27) **Voluntary Waiver of Provisions.** The failure of either Party to enforce any of its rights hereunder or at law will not be deemed a waiver or a continuing waiver or any of its rights or remedies against the other Party, unless such failure or waiver is expressly set forth and acknowledged in writing. The CRA may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Agreement. The Contractor may waive any requirements of the CRA contained in this Agreement.

28) **Contractor-owned records.** Except as provided in Chapter 119, *Florida Statutes*, all records created and compiled by Contractor in completing the Services are owned by Contractor and include, but are not limited to, written reports, studies, drawings, blueprints, photographs, negatives of photographs, computer printouts, graphs, charts, plans, contract documents, specifications, all ridership data, information generated on the Contractor's proprietary mobile applications and all other similarly recorded data.

29) **Public Records.** The CRA is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the CRA to perform the Services described in this Agreement.

b. Upon request from the CRA's custodian of public records, provide the CRA 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, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the CRA.

d. Upon completion of the Agreement, transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

The Contractor also understands that CRA may disclose any document in connection with performance of the Services or this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 737-3256; 100 E. Ocean Ave., 4th Floor, Boynton Beach, FL 33435; or TackT@bbfl.us.

30) **Agent.** If this Agreement is signed by the Contractor's agent, the agent warrants that he/she is duly authorized to act on behalf of the Contractor, that he/she is authorized to enter into this Agreement, and that the agent and Contractor are jointly and severally liable for any breach of this Agreement.

31) **Notice and Contact.** The parties shall use the contact information below for coordinating delivery of the Services. Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice:

Contact Person for the Contractor Circuit Transit Inc.
Jason Mirras
501 East Las Olas
Suite 300
Fort Lauderdale, FL 33301

With a copy to:

Circuit Transit Inc.
P.O. Box 2173
Amagansett, NY 11930
Attention : James Mirras

Contact Person for the CRA (hereinafter "Program Coordinator"):
Name: Timothy Tack

Address: 100 E. Ocean Avenue. 4th Floor,
Boynton Beach, FL 33435

Email Address: TackT@bbfl.us.
Telephone Number: (561) 600-9091

With a copy to:

Kathryn Rossmell, Esq.
Lewis, Longman, & Walker P.A.
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401

32) **Attorneys' Fees and Costs.** Should it be necessary to bring an action to enforce any of the provisions of this Agreement, each party shall be responsible for its own attorneys' fees and costs.

33) **Compliance with Laws.** In the performance of the Services under this Agreement, the Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including applicable ethics and procurement requirements.

34) **Effective Date and Termination.** This Agreement will become effective at the date and time that the last party signs this Agreement ("Effective Date"). Unless earlier terminated pursuant to this Agreement, this Agreement will automatically terminate after the performance of the Services and final Payment by the CRA. Nothing in this paragraph shall be construed so as to affect the CRA's right to cancel or postpone the Services pursuant to this Agreement.

35) **Modification.** This Agreement will not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each Party. Any other attempt to modify or amend this Agreement will be null and void and may not be relied upon by either Party.

36) **Survival.** The provisions of this Agreement regarding promotional rights, infringement, indemnity, waiver, limitation of liability, insurance, agents, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.

37) **Electronic Signatures**. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

38) **Non-Scrutinized Company.** Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the CRA determines that this certification is falsified or contains false statements, or that Contractor is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the CRA may terminate the Agreement.

39) **Agreement Non-Exclusive.** Contractor shall be free to contract for similar services to be performed for other entities or persons while under contract with the CRA. The provision of

services provided for herein is non-exclusive. The CRA in its sole and absolute discretion may retain additional entities or persons to perform the same or similar work.

40) **E-Verify.** Contractor warrants for itself and its subcontractors that Contractor and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the CRA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. *Notwithstanding any other provisions in this Agreement, if the CRA has a good* faith belief that Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall terminate the Agreement. If the CRA that has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the CRA as a result of the termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

41) **Conflict of Interest**. Circuit represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the services to be rendered under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

By: _____ Date: 1/25/2024

Authorized Representative for Contractor

Print Name: JASON BACOLEN

Witness: _____ Date: 1/25/2024

Witness Name: KEVIN JACOBS

By: _____ Date: 1/29/2024

Authorized Representative for CRA

Print Name: TY PENSERGA

Witness: _____ Date: 1/29/2024

Witness Name: BONNIE NICKLEN

EXHIBIT A: SCOPE OF WORK

Section 1: Summary of Services

Circuit shall develop, implement and manage a Micro-Transit "On Demand" service (the "Service") within a geo-fenced coverage area described in Exhibit A-1. The Service will have the ability to be on demand and may include supplementary service for special events as specified in this Scope of Work. The Service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate primarily throughout the Boynton Beach CRA boundaries and provide transportation to Ocean Front Beach Park. The Service to the Beach shall be subject to CRA's execution of an interlocal agreement with the City of Boynton Beach for the provision of services to Ocean Front Beach Park.

The Service shall:

A. Operate a 6-month on-demand pilot test in two zones (Zone 1 and Zone 2) covering approximately 1.6 square miles of coverage area as illustrated in Exhibit C ("Service Area"). Zone 1 is located within the boundaries of the CRA. Zone 2 provides service to Ocean Front Beach Park, which is located outside the boundaries of the CRA.
B. Supplement any part of the service with a fixed route for special events and if deemed necessary through data and public needs.
C. Demonstrate the ability to scale up and down the fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve a desired level of service.
D. Operate vehicles that meet the Federal Motor Vehicle Safety Standards and Regulations.
E. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers.
F. Feature a mobile application downloadable from both the Apple Store and Google Play Store which will have the ability to charge a fee for service via a secured credit card payment system.
G. Provide a dedicated phone line so that users can call and request assistance.
H. Service will be operational within 30 days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. The date of operation may be extended by mutual agreement of the parties if necessary to accommodate installation of infrastructure as required by Section 4 this agreement.
I. Service shall be periodically adjusted based upon needs identified during the term of the Agreement and the availability of funds.

Section 2: Mobile Application

Circuit shall provide a mobile application which provides for the following:

A. Allows riders to request pick up and drop off locations within the Service Area.
B. Allows the user to connect from Zone 1 and Zone 2.
C. At no cost to the CRA, Circuit shall maintain updates to the application, which shall be compatible with smart phones and other mobile devices.
D. Provides for the ability to charge a fee per rider and issue discounts via promo-codes.
E. Provides users with approximate time until pick up.
F. Allows users to rate drivers and provide feedback.
G. Features a Google Maps based map (or equivalent) that identifies the boundaries of the Service Area.
H. After a ride request has been accepted by a driver, depicts the real-time location of vehicles on a map of the Service Area.
I. Ability to track party and usage data.

Section 3: Marketing and Branding

A. In coordination with the CRA, Circuit shall develop and implement a branding strategy, which shall incorporate the logo and name of the CRA and the City of Boynton Beach. Circuit shall not implement any branding strategy without prior written approval from the CRA. Any changes to the branding strategy must be approved in writing by the CRA prior to implementation.
B. Circuit shall develop and implement a marketing program to promote awareness of the program. The CRA shall have the right to request changes to the marketing program.
C. The CRA retains the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

Section 4: Vehicles and Infrastructure

Circuit shall procure, license, operate and maintain vehicles and related infrastructure including charging stations used in the service in accordance with applicable laws and regulations with the following requirements.

A. **Fleet Size**. Unless the parties agree otherwise, Circuit will acquire and operate at its own expense no fewer than two (2) GEM vehicles (inclusive of one (1) ADA accessible GEM vehicle) and two (2) EV Sedans as part of this Service. The parties agree that the hourly rate for the EV Sedans will be the same as the GEM vehicles for the Initial Term and Renewal Term of the Agreement. Circuit shall maintain and operate vehicles to satisfy the minimum levels of service and ADA accessibility requirements.
B. **Specifications**. All vehicles will:
    i. Comply with all applicable laws and regulations.
    ii. Be fully electric.
    iii. Meet all safety standards established by applicable law or regulation.
    iv. Feature luggage carrying capacity.
C. **Branding**. The branding strategy will be applied to all vehicles as follows:
    i. At all times during operation of any vehicles pursuant to this Agreement, Circuit may apply, but is not limited to, branding to all wheels, hoods, front panels, coping, roof and rear fenders, unless otherwise prohibited by the CRA.
    ii. Circuit shall develop a default vehicle wrap to be used when no paying advertiser has been identified for any vehicle or vehicles for a period of 7 days or longer unless otherwise approved by the CRA.
    iii. Exterior and interior advertising will not interfere with the placement or visibility of any branding required by this Agreement, unless otherwise approved by the CRA.
D. **Licensing**. Circuit shall obtain and maintain proper licensing and registration of all vehicles at all times.
E. **Parking and charging stations.** The CRA shall provide four (4) parking spaces that will be reserved exclusively for Circuit's use, which Circuit may use for charging, parking, and storing the vehicles during times of non-operation. The location of the spaces will be as stated in the Interlocal agreement between the CRA and the City. Circuit shall be permitted to install Level 2 EV charging stations and signage at the three (3) of the reserved parking spaces. Circuit shall be solely responsible for the cost of signage, charging equipment, and electrical services required for charging vehicles. The CRA shall ensure that electrical service is available at the reserved spaces. Upon termination of the Agreement, Circuit shall restore the reserved parking spaces to their original condition.
F. **Maintenance and replacement**.

i. At Circuit's sole cost, Circuit shall maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations.
ii. Circuit shall ensure that all vehicles will be free of graffiti, vandalism, defacement and other damage to the satisfaction of the CRA.
iii. Circuit shall replace any vehicle at its sole cost when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations, or it is no longer able to be maintained in accordance with the requirements of this Agreement.
iv. Circuit shall use its best efforts to restore or replace non-operational vehicles to operation within three (3) calendar days from the date of any incident requiring the vehicle to be removed from operation. Circuit shall provide verbal and written notice to the CRA of any delay in restoring or replacing a non-operational vehicle that extends beyond three (3) calendar days from the date of malfunction. If the CRA determines that any such delay is due to Circuit's lack of diligence, the CRA will have the right to pursue any remedy provided for in this Agreement, or at law or equity.

Section 5: Staffing

A. General. Circuit shall provide sufficient staffing to maintain levels of service required by this Agreement. All persons providing services pursuant to this Agreement will be employees, contractors or consultants hired by the Circuit. Circuit is solely responsible for all staffing decisions made pursuant to this Contract.
B. Drivers. Circuit shall obtain complete background checks on all drivers, including driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. Circuit shall not hire any convicted felon or any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. Circuit shall not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. Circuit to review each driver's driving and criminal records at least annually.
C. Circuit shall provide its employees with a living wage and tips.

Section 6: Attaining and Maintaining Levels of Service (LOS)

A. General. Circuit shall provide an LOS that meets customer demands at all times of Service operations.
B. Service Level review. Circuit and the CRA shall meet at least quarterly to review LOS and determine if any adjustments are necessary. Any agreed upon adjustments will be made in writing.
C. The CRA designates Timothy Tack as the Project Manager and will provide written notification to Circuit of any changes to the Project Manager. The Project Manager shall be Circuit's principal point of contact regarding any matters relating to this Agreement. The Project Manager shall provide all general direction to Circuit regarding performance and provide guidance regarding the CRA' s goals and policies. The Project Manager is authorized to waive or modify any material changes to this Scope of Work changes so long as the changes do not increase Compensation paid to Circuit. Except as provided herein, any modifications to the Scope of Services that increase the Compensation paid to Circuit must be agreed by the parties by written amendment to the Agreement.
D. Circuit designates Jason Bagley as Circuit's Representative for this Agreement. Circuit will provide written notice to the CRA should there be a subsequent Representative change. Circuit's Representative has full right, power and authority to act for Circuit on all matters arising under or relating to this Agreement.
E. Special events. CRA may request additional vehicles for special events. Such request shall be made at least thirty (30) days prior to the special event and may include a request the establishment

of a fixed route for existing vehicles and/or a request additional vehicles, subject to availability. For additional vehicles provided for special events, CRA agrees to pay the regular service hourly rate per vehicle of $34.97 plus the actual cost to transport the vehicle(s) to the requested location, which will be agreed to by the parties in writing, prior to transportation.

Section 7. Trip Sharing

A. Drivers shall be permitted to transport more than one (1) party but no more than five (5) parties in GEM vehicles and four (4) parties in the E-Sedan under the following conditions:
   i. The vehicle must be equipped with individual seatbelts for the driver and each rider.
   ii. All passengers must use seatbelts at all times.
   iii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

Section 8: Operational Requirements

A. Circuit and all its employees, officers, managers, staff, subcontractors and subconsultants shall comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Agreement including but not limited to all laws and regulations regarding the safe operation of vehicles.
B. Circuit shall prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
C. Circuit must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Department of Highway Safety and Motor Vehicles, . Circuit is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
D. Circuit to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
E. Circuit and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
F. Circuit is permitted to establish reasonable restrictions on the provision of services to non-service animals.
G. All Circuit drivers shall wear proper identification and a uniform.
H. The CRA reserves the right to request immediate dismissal of any Circuit employees who fail to comply with the requirements of this Agreement. Relief personnel should be readily available during the term of this Agreement.

Section 9: Operating Hours

Each vehicle shall be available for an anticipated sixty (60) hours each week ("Vehicle Hours") . The cost per vehicle shall be based on the rates described in the Pricing Schedule attached as Exhibit B. The Vehicle Hours shall occur within the following schedule:

Day	Start time	End time
Mon	10:00 am	8:00 pm
Tues	10:00 am	8:00 pm
Weds	10:00 am	8:00 pm
Thurs	10:00 am	8:00 pm
Fri	10:00 am	10:00 pm
Sat	10:00 am	10:00 pm
Sun	10:00 am	8:00 pm

CRA Project Manager shall have the discretion to reduce or increase the number of Vehicle Hours and/or determine the hours of operation based on level of demand as determined by monthly data collection and consideration of holidays or other special events so long as the total Vehicle Hours for each month does not exceed the CRA's annual budget for the Service.

Section 10: Levels of Service Reporting

A. Circuit shall provide the CRA with monthly reports describing the level of service for each zone. Upon request, Circuit will provide the CRA with weekly level of service reports for each zone.
B. Monthly data reports shall include:
    i. Number of parties on a daily, weekly and monthly basis
    ii. Number of paying customers
    iii. Gross/Net revenue collected for fare revenue credits which distinguishes between fare revenue collected for Zone 1 trips and fare revenue collected for Zone 2 trips.
    iv. Number of vehicles not in operation on a daily, weekly and monthly basis
    v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
    vi. Average trip duration on a daily, weekly and monthly basis.
    vii. Pick-up and drop off location for each trip.
    viii. Average number of passengers per party per trip.
    ix. Average number of parties per trip.
    x. Number of passenger complaints received and resolution of the complaints on a daily, weekly and monthly basis.
C. Circuit shall present a report to the CRA Board on a quarterly basis summarizing the data provided in the monthly reports, the collected fare revenue, and the advertising revenue generated.
D. In the event Circuit does not provide a required report(s), the CRA reserves the right to withhold payment until the required report is received. To the extent that the CRA requires additional information related to the above reporting requirement, Circuit shall provide the information to the CRA.

Section 11: Advertisement Sales

Circuit shall sell space on the exterior or interior of the vehicles for the display of commercial advertising. Net Advertising Revenue, defined below, that is generated by Circuit in connection with the sales of commercial advertising shall be divided equally between Circuit and the CRA. Net Advertising Revenue means the gross advertising revenue received less all costs and expenses, including, but not limited to

advertisement design, production costs, installation and removal costs and customary commissions paid to media sales representatives, incurred by Circuit in connection with providing the advertisement sales. Circuit shall provide an accounting of all advertising revenue with its Level of Service monthly report as required in Section 9, which shall include the gross revenue, costs and expenses Circuit shall provide to CRA a breakdown of the Net Advertising Revenue each month, which shall include the gross revenue plus costs and expenses incurred in connection with providing advertising sales

Section 12. Advertising Guidelines

A. In its agreements with its advertising contractors, Circuit shall reserve the right to reject any advertisement, commercial or noncommercial.

B. Circuit shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CRA's consent which shall not be unreasonably withheld.

C. All advertising and promotional materials, including, without limitation, any vehicle "wraps" (collectively "**Advertising**") must conform to the following criteria:

i. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.

ii. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.

iii. Obscene Advertising. No Advertising shall display any statement, word, character, or illustration of an indecent or obscene nature, as defined by F.S. Chapter 847, as may be amended from time to time.

iv. False Advertising. No Advertising shall displace false or misleading information, intended to mislead the public as to anything sold, any services to be performed or information disseminated.

v. Tobacco, Firearms, and Cannabis. No Advertising shall display any statement that promotes the sale of tobacco or tobacco products, electronic cigarettes, firearms, or medical marijuana treatment centers or delivery devices in accordance with Florida law.

vi. Existing Laws. All Advertising must conform to all applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

D. The CRA shall request removal of any advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the request. Circuit will consider and act promptly upon the request in accordance with this policy.

Section 13: Ridership Fares

A. Circuit shall collect ridership fares for the services, as follows:

i. For rides that begin and terminate within Zone 1: $1.00 for each rider.

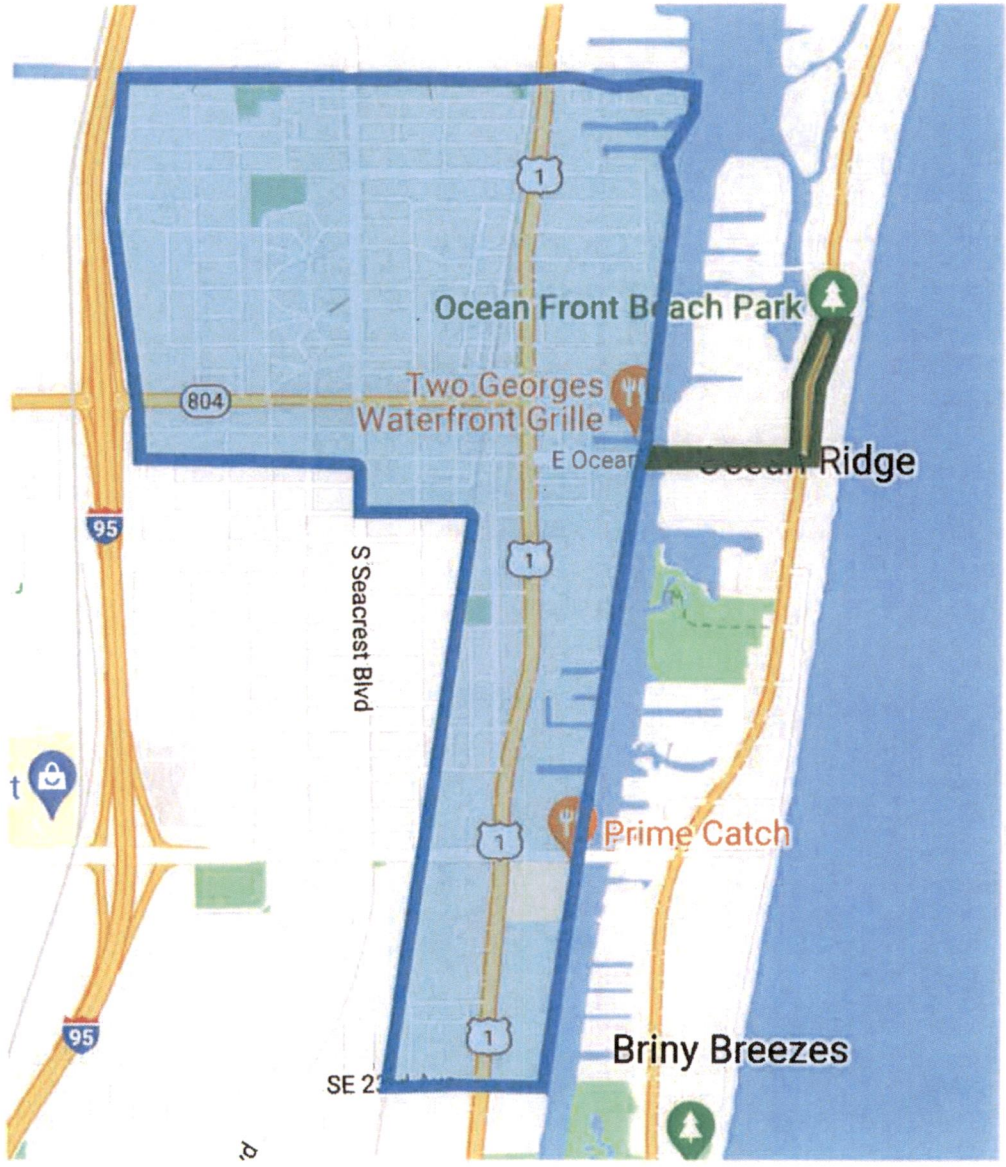
ii. For rides that begin or terminate in Zone 2: $2:00 for each rider. If the rider is part of a group, $2.00 for the initial rider and $1.00 for each additional rider within the group.

B. Circuit shall credit the CRA's monthly invoice for each Zone with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.

C. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less revenue collection costs and expenses, including but not limited to sales taxes or other taxes imposed by law, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Circuit will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

Exhibit A-1 Service Area

The Circuit Service Area for City of Boynton Beach CRA that is active in the Ride Circuit app and on the Circuit website is as follows:



Zone 1: Area shaded blue
Zone 2: Area shaded green

Exhibit B: Pricing Schedule

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Phase 1 Downtown/Federal Highway/ Beach Zone -

Month	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Hours Per Week	60	60	60	60	60	60	60	60	60	60	60	60
Hours Per Month	261	261	261	261	261	261	261	261	261	261	261	261
# of GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of ADA GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of EV Vans	0	0	0	0	0	0	0	0	0	0	0	0
# of Sedans	2	2	2	2	2	2	2	2	2	2	2	2
GEM Vehicle Service Hours	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
ADA Standby GEM Service Hours (STANDBY)	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
EV Van Service Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sedan Service Hours	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0
$ / GEM Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / ADA Standby GEM/Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / EV Van Service Hour	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00
$ / Sedan Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
Total Costs	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509
Ad Revenue / Month	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Expected Fare Revenue / Month	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132
Expected Revenues	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132
Monthly Net Cost to CRA (E)	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377

GEMS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$41.61
46-50	$38.58
51-55	$36.59
56-60	$34.97
61-65	$33.61
66-70	$32.45
71-75	$31.46
76-80	$30.60
81-85	$29.84
86-90	$29.18
91-95	$28.58
96+	$28.05

VANS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$60.65
46-50	$55.43
51-55	$52.02
56-60	$49.22
61-65	$49.88
66-70	$44.89
71-75	$43.19
76-80	$41.73
81-85	$40.43
86-90	$39.26
91-95	$38.24
96+	$37.32

Sedans	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$46.23
46-50	$42.59
51-55	$40.22
56-60	$38.27
61-65	$36.63
66-70	$35.25
71-75	$34.06
76-80	$33.03
81-85	$32.12
86-90	$31.32
91-95	$30.61
96+	$29.97

EXHIBIT B

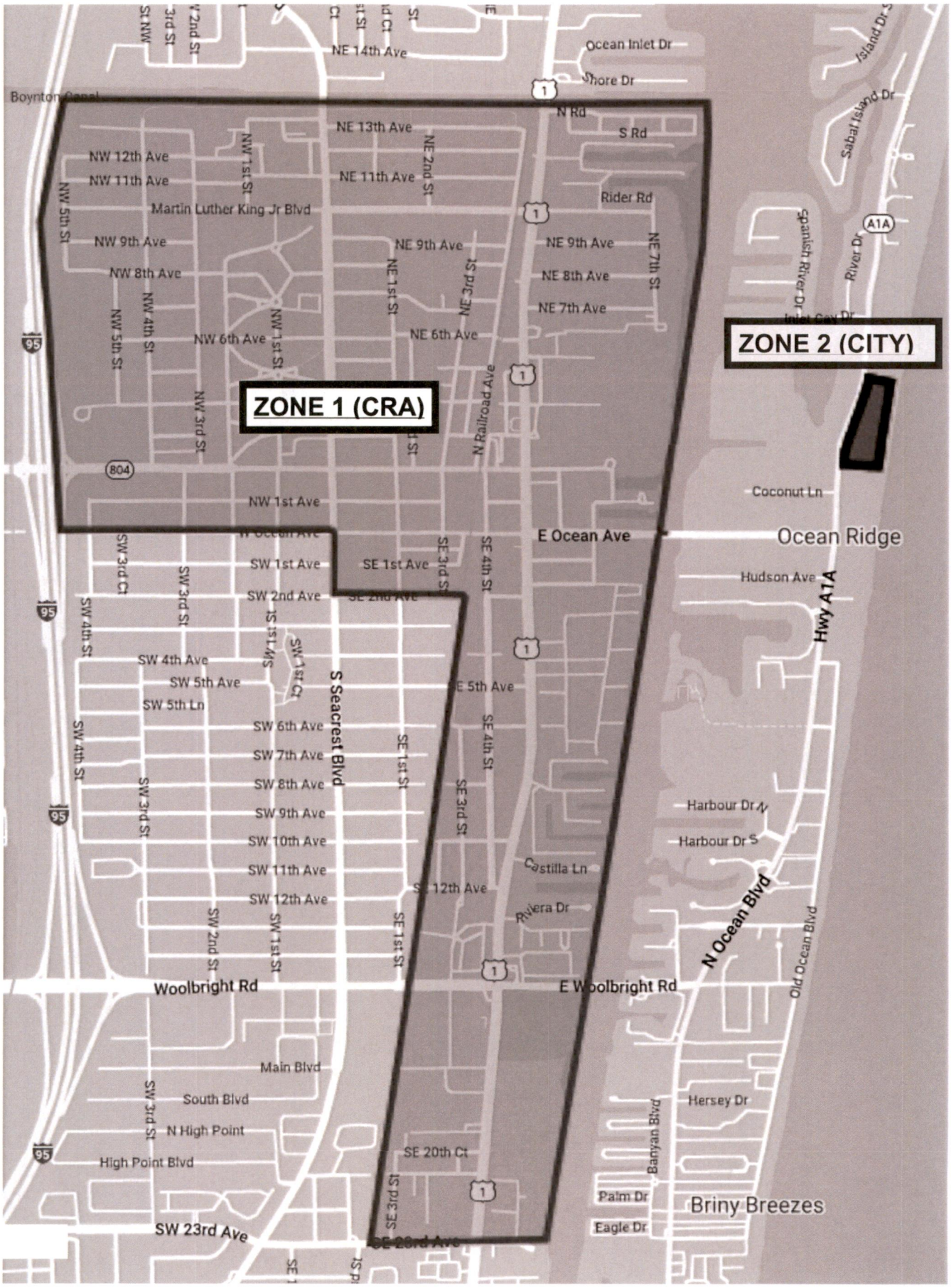

ZONE 1 (CRA)
ZONE 2 (CITY)
Ocean Inlet Dr
Shore Dr
NE 14th Ave
NE 13th Ave
NE 11th Ave
NW 12th Ave
NW 11th Ave
NW 9th Ave
NW 8th Ave
NW 6th Ave
Martin Luther King Jr Blvd
N Rd
S Rd
Rider Rd
NE 9th Ave
NE 8th Ave
NE 7th Ave
NE 6th Ave
NW 1st Ave
E Ocean Ave
Ocean Ridge
Coconut Ln
Hudson Ave
Hwy A1A
SW 1st Ave
SW 2nd Ave
SE 1st Ave
SW 4th Ave
SW 5th Ave
SW 5th Ln
SW 6th Ave
SW 7th Ave
SW 8th Ave
SW 9th Ave
SW 10th Ave
SW 11th Ave
SW 12th Ave
S Seacrest Blvd
E 5th Ave
Harbour Dr N
Harbour Dr S
Castilla Ln
Riviera Dr
N Ocean Blvd
Old Ocean Blvd
Woolbright Rd
E Woolbright Rd
Main Blvd
South Blvd
N High Point
High Point Blvd
SE 20th Ct
SW 23rd Ave
Hersey Dr
Palm Dr
Eagle Dr
Briny Breezes
Banyan Blvd
Boynton Canal
Sabal Island Dr
Spanish River Dr
River Dr
A1A
Inlet Cay Dr
N Railroad Ave
NW 1st St
NW 3rd St
NW 4th St
NW 5th St
NE 1st St
NE 2nd St
NE 3rd St
NE 7th St
SW 1st Ct
SW 2nd St
SW 3rd St
SW 4th St
SE 1st St
SE 3rd St
SE 4th St
95
804
1

EXHIBIT C

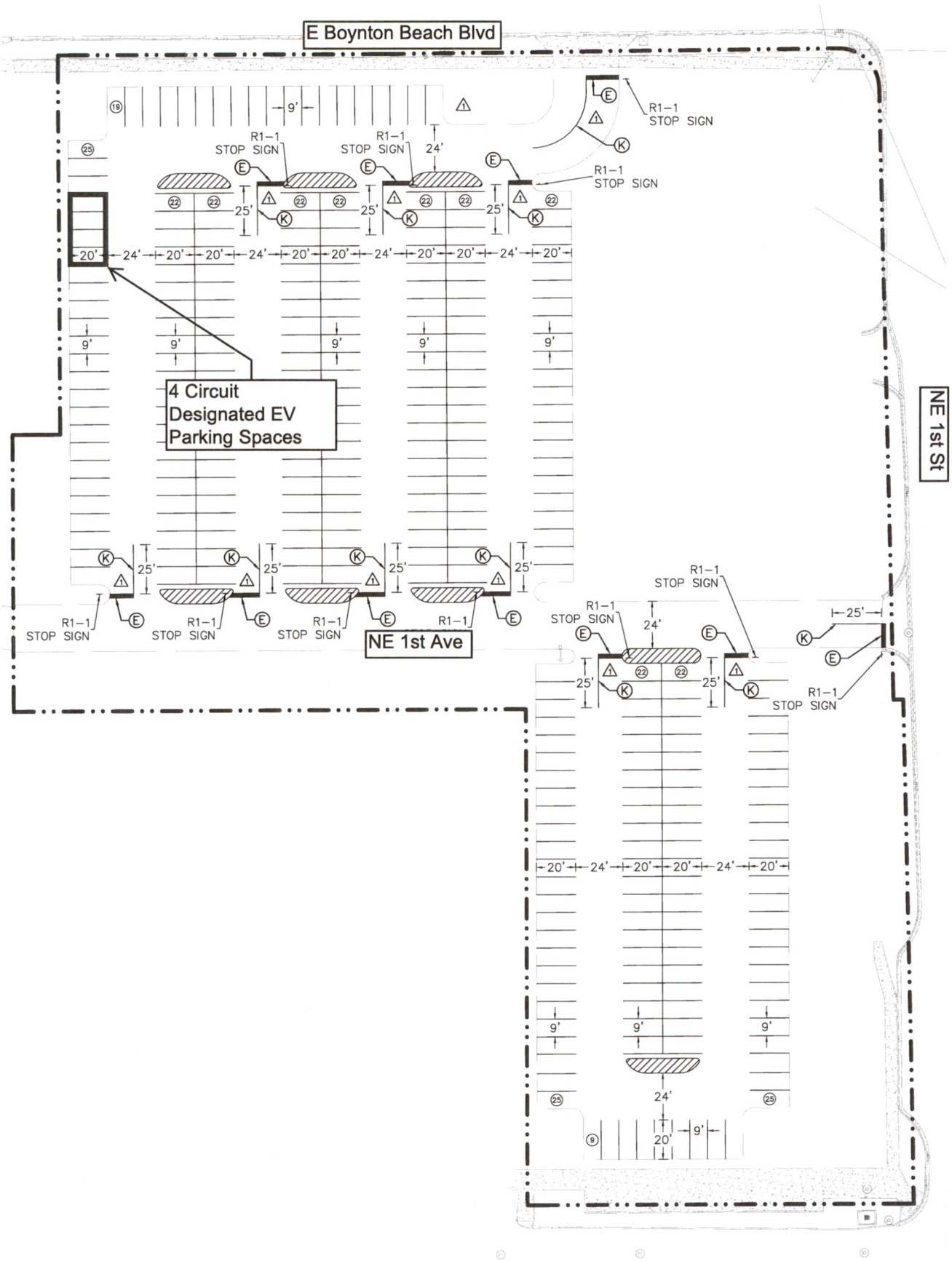

E Boynton Beach Blvd
NE 1st St
NE 1st Ave
4 Circuit
Designated EV
Parking Spaces
R1–1
STOP SIGN
9'
24'
20'
25'

EXHIBIT D

The City shall promote the Services using Promotional Materials provided by the BBCRA, at no cost to the BBCRA, as follows:

1. Within one month of the Effective Date, the City shall:
    a. Send an email to every member of City staff concerning the availability of the Services;
    b. Make an announcement concerning the availability of the Services at a City Commission meeting;
    c. Share Promotional Materials on the City website, which shall remain on the City website for the term of the Agreement;
    d. Display Promotional Materials on the televisions at City Hall, which shall be displayed at least daily for the term of the Agreement as part of the City's regular rotation of content on such televisions;
    e. Display Promotional Materials displayed on digital marquees controlled by the City at least once daily for the term of the Agreement; and
    f. Display Promotional Materials on the digital kiosk(s) at City Hall, which shall be displayed at least daily for the term of the Agreement as part of the City's regular rotation of content on such kiosks.
2. Within three months Effective Date, the City shall:
    a. Share Promotional Materials at least once in all City newsletters (Sailfish Speaks, Economic Development, Recreation, and Library) and once in Funfare Magazine. In the event the City is not able to waive fees for including these Promotional Materials, the City may seek and is entitled to reimbursement from the BBCRA for the actual costs of including such Promotional Materials so long as the City receives the prior, written permission of the BBCRA to incur such costs; and
    b. Work with the BBCRA to create and include an insert in the City's utility invoices concerning the availability of the Services.
3. The City shall allow the BBCRA to:
    a. Install one 4x8 sign at City Hall and Oceanfront Park to market the Services; and
    b. Provide and display posters or postcards marketing the Services within City facilities, including City Hall, Cultural Center, Senior Center, Hester Center, and the Carolyn Sims Center concerning the Services.

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
Office: 561-737-3256
Fax: 561-737-3258
www.boyntonbeachcra.com

August 29, 2024

Jason Bagley
Circuit Transportation, Inc.
501 East Las Olas
Suite 300
Fort Lauderdale, FL 33301

Re: Notice of Renewal

Agreement for On-Demand Transportation Services

On January 18, 2024, the Board of the Boynton Beach Community Redevelopment Agency ("BBCRA") approved the Agreement for On-Demand Transportation Services with Circuit Transit, Inc. ("Agreement"). Pursuant to Section 3, the term of the Agreement is for six (6) months with the option to renew for six (6) months, with services to begin upon approval of an interlocal agreement between the City of Boynton Beach and the BBCRA. The Interlocal Agreement Between the City of Boynton Beach and the Boynton Beach Boynton Beach Community Redevelopment Agency For Funding an On-Demand Transportation Services Pilot Program ("Interlocal Agreement") was approved by the Boynton Beach City Commission on March 5, 2024 (See City Resolution R24-041).

The BBCRA desires to exercise its option to renew the Agreement for On-Demand Transportation Services with Circuit Transit, Inc. for six months, from September 6, 2024 through March 5, 2025, at the same prices, terms and conditions as set forth in the Agreement, subject to your execution of an Anti-Human Trafficking Affidavit, attached hereto, as required by Section 767.06(13), *Florida Statutes,* (2024).

Please sign and date below to indicate your acceptance of the renewal of the Agreement through March 5, 2025.

Sincerely,

Timothy Tack

Assistant Director, Boynton Beach Community Redevelopment Agency

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
Office: 561-737-3256
Fax: 561-737-3258
www.boyntonbeachcra.com

ACCEPTED BY BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY:

Signature

Ty Penserga — Chair
Printed Name, Title

9/10/2024
Date

ACCEPTED BY CIRCUIT TRANSIT INC:

Signature

Jason Baglem
Printed Name, Title

9/3/24
Date

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

AMENDMENT NO. 1 TO THE AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICE

THIS AMENDMENT NO. 1 to the AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICE by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") and CIRCUIT TRANSIT, INC. ("Contractor"), dated January 29, 2024, is entered into this 11th day of February, 2025.

WITNESSETH:

WHEREAS, the CRA entered into the Agreement for On-Demand Transportation with Contractor for on-demand transportation services ("Agreement"), attached hereto as Attachment 1; and

WHEREAS, the Agreement piggybacks off the Professional Services Contract for Operation of Citywide Micro-Transit Services between the City of Hollywood and Contractor, dated July 7, 2023, and awarded under Request to Proposal No. RFP-045-23-SK; and

WHEREAS, the parties desire to extend the Agreement for one additional year, with options to further renew; and

WHEREAS, the CRA has determined that extending the Agreement is in the best interest of the CRA.

NOW, THEREFORE, for and in good and valuable consideration, the parties agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.

2. Section 3 "Term" is revised as follows:

3) Term. The Contractor shall perform the Services for six (6) months ("Initial Term"), with option to renew for 6 months ("Renewal Term"). Thereafter, the term of the Agreement shall be extended for one (1) year, with two (2) options to extend for one year. The CRA Board Chair is hereby authorized to exercise the extension option(s) on behalf of the CRA. Such extension shall be effective upon the issuance of written notice by the CRA Board Chair to the Contractor. Services shall start within thirty (30) days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. A copy of the executed interlocal agreement shall be provided to Circuit. The service start date may be extended by mutual agreement of the Parties.

3. The following Sections 42 and 43 are hereby added to the Agreement:

42) The parties hereby agree that the terms and conditions set forth in the Professional Services Contract for Operation of Citywide Micro-Transit Services between the City of Hollywood and Contractor, dated July 7, 2023, as set forth in Exhibit C ("Piggybacked

Agreement") are incorporated by reference as though fully set forth herein, except in the event of a direct conflict between the terms of this Agreement and the Piggybacked Agreement. In the event of any such conflict, the terms of this Agreement shall prevail over the conflicting terms of Piggybacked Agreement.

43) Prior to the execution of this Agreement, or any renewal and/or extension thereto, the Contractor shall attest under penalty of perjury, that it does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using an Anti-Human Trafficking Affidavit as provided by the CRA.

4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed and executed, on the day and year first written above.

BOYNTON BEACH COMMUNITY
REDEVELOPMENT DISTRICT

By: _____ 2/11/2025

Name: TY PENSERGA

Title: CRA Board Chair

Date: 2/11/2025

CIRCUIT TRANSIT, INC.

By: _____

Name: Jason Bagley

Title: Partner, VP

Date: January 27, 2025

Approved as to Form and Legal Sufficiency

By: _____

Name: Kathryn Rossmell

ATTACHMENT 1

AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICE by and between the
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
and CIRCUIT TRANSIT, INC.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICES

This Agreement for On-Demand Transportation Services (hereinafter "Agreement") is made by and between **CIRCUIT TRANSIT INC.**, ("**Contractor**") a Florida corporation organized and existing under the laws of the State of Florida having its principal office at 501 East Las Olas, Suite 300, Fort Lauderdale, FL 33301, including its Affiliates (collectively, the "**Contractor**" or "**Company**") and **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY** (the "**Client**" or "**CRA**") a community redevelopment agency organized and existing under the laws of the State of Florida having its principal office 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435, (hereinafter the "CRA") (collectively the "Parties").

WHEREAS, the CRA is in need of on-demand transportation ("Services"); and

WHEREAS, Circuit entered into an agreement with the City of Hollywood in response to Request to Proposal No. RFP-045-23-SK, effective July 1, 2023 to provide on-demand transportation services for a term of one (1) year, with the option to renew for three (3) one-year periods; and

WHEREAS, the CRA desires to obtain the Services from Circuit on same the terms, conditions, and pricing provided under RFP-045-23-SK, subject to the terms and conditions of this Agreement and the City of Boynton Beach Procurement Policy; and

WHEREAS, Circuit agrees to extend the terms, conditions, and pricing provided under RFP-045-23-SK to the CRA, subject to the terms and conditions of this Agreement; and

WHEREAS, the Services are required for a proper municipal purpose and is in the interest of the public; and

WHEREAS, the Services will further the Community Redevelopment Plan.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

1) **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) **Description of the Services.** Contractor will perform its obligations as described in Exhibit A: Scope of Services, which is hereby incorporated as if fully set forth herein.

3) **Term.** The Contractor shall perform the Services for six (6) months ("Initial Term"), with option to renew for 6 months ("Renewal Term"). Services shall start within thirty (30) days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. A copy of the executed

interlocal agreement shall be provided to Circuit. The service start date may be extended by mutual agreement of the Parties.

4) **Compensation.** The CRA shall pay the Contractor an amount not to exceed Four Hundred Thousand dollars ($400,000.00) (hereinafter, "Compensation") for the performance of the Services for the Initial Term and Renewal Term of this agreement, which sum shall be paid in accordance with the Pricing Schedule attached as Exhibit B. The Compensation is all inclusive for the services provided and shall include the cost of the vehicles, vehicle wraps, including the art work installation and removal of the wraps, W-2 Drivers, management fees, driver training, insurance, vehicle maintenance, cell phones, hosting services for the mobile application and related usage fees, web fees, and basic marketing materials. Contractor shall be responsible for all costs related to the operation and maintaining the vehicles, including cost of installation of the vehicle charging equipment and the costs for electrical service required for vehicle charging. Notwithstanding the above, in the event that the CRA does not renew this Agreement after the Initial Term, the CRA shall reimburse Contractor the costs associated with modifying the existing electrical service to accommodate new charging equipment, upon receipt of proper invoice . The CRA shall not be responsible for the payment of any additional fees not otherwise stated herein, unless the parties enter into a written amendment to this Agreement which is approved by both parties.

5) **Method of Payment of Compensation.** Circuit shall submit a monthly detailed invoice to the CRA. Project Manager shall determine the format of the invoice and the information that must be provided. Payment of Compensation (or any part thereof) shall 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*. Any amounts not timely paid by CRA shall bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. All Payments shall be in the form of a CRA check made payable to the Contractor, or as indicated above. No Payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Contractor, either wholly or in part, and no Payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Services.

6) **Propriety.** Contractor understands that at all times during its performance of Services, Contractor, Contractor's employees and subcontractors shall conduct itself at all times with due regard to public conventions and morals, and shall refrain from making statements or presenting material that contains vulgar, obscene, profane, or otherwise objectionable language that, as determined in the sole discretion of the CRA, material and substantially interferes with the functions and reasonable business operations of the CRA.

7) **Termination for Convenience.** The CRA reserves the right to terminate this Agreement for any reason and without cause with sixty (60) days written notice during the Renewal Term only. In the event of termination, Contractor shall be entitled to payment for services rendered through the date of termination.

8) **Termination for Cause; Default.** The CRA reserves the right to terminate this Agreement, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by

specifying a reasonable time period within which the Contractor must cure any such failure to perform or default. If the Contractor fails to cure the default within the time specified, the CRA may then terminate the Agreement by providing written notice to the Contractor. Notwithstanding anything to the contrary in this Agreement, if the CRA determinates that termination is necessary to protect public health, safety or welfare, the CRA may terminate the Agreement upon providing such written notice that the CRA deems appropriate under the circumstances, including immediate termination. In the event of immediate termination, the Contractor shall be entitled to payment for seven (7) days of services plus payment for services rendered under this Agreement through the date of the notice of immediate termination.

9) **Termination for Bankruptcy.** The CRA shall have the right to terminate this Agreement by providing written notice to the Contractor in the event: i) Contractor enters into receivership or is subject of a voluntary or involuntary bankruptcy proceeding; or ii) a substantial part of the Contractor's property becomes subject to nay levy, seizure, assignment, or sale for or by any creditor or government agency.

10) **Waiver.** The CRA shall not be responsible for any property or other damages or personal injury sustained by the Contractor from any cause whatsoever related to the Services whether such damage or injury occurs before, during, or after the actual performance of the Services. The Contractor hereby forever waives, discharges, and releases the CRA, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Contractor.

11) **Indemnification.** The Contractor shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property or other damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment of the Contractor or the performance of this Agreement by Contractor or Contractor's employees, agents, partners, principals, or subcontractors. This paragraph shall not be construed to require Contractor to indemnify the CRA for negligence or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

12) **Limitation of liability.** To the extent permitted by law, the CRA's liability for all matters that occur as a result of, arise out of, or are otherwise related to this Agreement, including negligent, grossly negligent, or willful misconduct or omission, shall be limited to the amount of Compensation, less amounts that have already been paid, or the direct out-of-pocket damages actually incurred, whichever is less. Neither Party shall not be liable to the other party for special, indirect, incidental or consequential damages. Each Party hereby disclaims such damages to the full extent such may be disclaimed, except in the case of fraud, gross negligence or willful misconduct of the responsible Party. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA , including those set forth in Section 768.28, Florida Statutes.

13) **No Transfer.** The Contractor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or profit corporation, or other entity without prior, written permission from the CRA.

14) **Insurance.** The Contractor shall obtain all insurance required by the CRA and provide proof thereof at least 10 days prior to the start of the Services, and include for the following insurance amounts:

Commercial General Liability:	$1,000,000 per occurrence/$2 million in the aggregate for bodily injury, personal injury and property damage
Automobile Liability:	$1,000,000 combined single limit for bodily injury and property damage, including hired owned and non-owned auto coverages
Workers Compensation	In the amounts required under Florida Statutes
Cyber Liability:	$1,000,000 coverage
Umbrella/Excess Liability insurance	$5,000,000 coverage

The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Services or this Agreement. Contractor shall not commence services under the terms of this agreement until a Certification of Insurance ("COI") has been received by the CRA. The CRA is to be included as "Additional Insured" with respect to liability arising out of services performed by the Contractor by or on behalf of the CRA or acts or omissions of the Contractor in connection with providing Services pursuant to this Agreement. The Certificate must include the following as additional insured parties:

Boynton Beach Community Redevelopment Agency
100 E Ocean Avenue, 4th Floor
Boynton Beach, Florida 33435

The City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33435

15) **Tax Forms.** The Contractor's individual members, including the Contractor's agents and employees, shall provide the CRA with completed W-9 forms in order receive Payment. The CRA shall provide the Contractor with an IRS Form 1099 where required under law. The Contractor further acknowledges that the CRA is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for the Services. The Contractor

assumes all liability and responsibility for payment of the Contractor's (and the Contractor's individual members) own FICA and Social Security benefits and all taxes resulting from this Agreement.

16) **Funding.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CRA. In the event funds to finance this Agreement become unavailable, the CRA may terminate this Agreement upon no less than twenty-four (24) hours' notice to Contractor. The CRA shall be the sole and final authority as to the availability of funds. The CRA shall pay Contractor for goods received or services rendered prior to the date of termination.

17) **No Discrimination.** The Contractor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, familial status, gender identity, gender expression, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

18) **Independent Contractor; No Partnership, Etc.** The Contractor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Contractor is an independent contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance of Services; and that Contractor is an independent contractor and not an employee of the CRA for all 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 will exercise its own judgment in matters of safety for itself, those affected by the Services, and attendees of the Event.

19) **Promotional Materials.** The Contractor agrees that the CRA may photograph and/or record video and audio of the Services, and that such photographs and recordings may be (i) used for the purposes of promotion of the CRA, or undertakings by the CRA; (ii) transmitted live or by recording on local television and radio channels; and (iii) used in materials intended for public display or distribution to the public, including but not limited to print advertisements, billboards, street and light pole banners, websites affiliated with the CRA, and social media affiliated with the CRA. The Contractor waives and assigns to the CRA all copyrights under the Copyright Act of 1976, 17 U.S.C. 101, et seq., and all other rights in recorded, photographed, or transmitted versions of the Services. The CRA shall attribute the Services to the Contractor.

20) **No Infringement.** The Contractor represents that in performing the Services under this Agreement, the Contractor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Contractor or appearance as part of the Services is an infringement on the property right, copyright, patent right, or other rights, the Contractor will indemnify the CRA against any and all loss,

damages, costs, attorney fees or other loss whatsoever. The Contractor shall not use the CRA's logos, or marks without the CRA's prior written approval.

21) **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

22) **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

23) **Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

24) **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the parties expressly agree and submit. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. CONTRACTOR SHALL NOT BRING ANY COURT ACTION AGAINST CRA EITHER IN EQUITY OR IN LAW, AND CONTRACTOR EXPRESSLY WAIVES ITS RIGHT TO INSTITUTE LITIGATION AGAINST CRA FOR ANY MATTER ARISING UNDER THE TERMS OF THIS CONTRACT, UNTIL AFTER THE PROJECT HAS BEEN COMPLETED AND ACCEPTED BY CRA.

25) **Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties. To that end, this Agreement is declared severable.

26) **Force Majeure.** Neither party shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it by reason of boycotts, shortages of materials, labor disputes, embargoes, acts of God, epidemic, pandemic, acts of

public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, terrorism, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which are not within its control. Each party take all reasonable steps to prevent, reduce, mitigate, and remedy the effects of the Force Majeure event as soon as possible if within its control. The CRA shall not be obligated to pay Contractor Compensation under this Agreement to the extent that a Force Majeure prevents or delays Contract from performing Services.

27) **Voluntary Waiver of Provisions.** The failure of either Party to enforce any of its rights hereunder or at law will not be deemed a waiver or a continuing waiver or any of its rights or remedies against the other Party, unless such failure or waiver is expressly set forth and acknowledged in writing. The CRA may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Agreement. The Contractor may waive any requirements of the CRA contained in this Agreement.

28) **Contractor-owned records.** Except as provided in Chapter 119, *Florida Statutes*, all records created and compiled by Contractor in completing the Services are owned by Contractor and include, but are not limited to, written reports, studies, drawings, blueprints, photographs, negatives of photographs, computer printouts, graphs, charts, plans, contract documents, specifications, all ridership data, information generated on the Contractor's proprietary mobile applications and all other similarly recorded data.

29) **Public Records.** The CRA is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the CRA to perform the Services described in this Agreement.

b. Upon request from the CRA's custodian of public records, provide the CRA 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, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the CRA.

d. Upon completion of the Agreement, transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

The Contractor also understands that CRA may disclose any document in connection with performance of the Services or this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 737-3256; 100 E. Ocean Ave., 4th Floor, Boynton Beach, FL 33435; or TackT@bbfl.us.

30) **Agent.** If this Agreement is signed by the Contractor's agent, the agent warrants that he/she is duly authorized to act on behalf of the Contractor, that he/she is authorized to enter into this Agreement, and that the agent and Contractor are jointly and severally liable for any breach of this Agreement.

31) **Notice and Contact.** The parties shall use the contact information below for coordinating delivery of the Services. Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice:

Contact Person for the Contractor Circuit Transit Inc.
Jason Mirras
501 East Las Olas
Suite 300
Fort Lauderdale, FL 33301

With a copy to:

Circuit Transit Inc.
P.O. Box 2173
Amagansett, NY 11930
Attention : James Mirras

Contact Person for the CRA (hereinafter "Program Coordinator"):
Name: Timothy Tack

Address: 100 E. Ocean Avenue. 4th Floor,
Boynton Beach, FL 33435

Email Address: TackT@bbfl.us.
Telephone Number: (561) 600-9091

With a copy to:

Kathryn Rossmell, Esq.
Lewis, Longman, & Walker P.A.
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401

32) **Attorneys' Fees and Costs.** Should it be necessary to bring an action to enforce any of the provisions of this Agreement, each party shall be responsible for its own attorneys' fees and costs.

33) **Compliance with Laws.** In the performance of the Services under this Agreement, the Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including applicable ethics and procurement requirements.

34) **Effective Date and Termination.** This Agreement will become effective at the date and time that the last party signs this Agreement ("Effective Date"). Unless earlier terminated pursuant to this Agreement, this Agreement will automatically terminate after the performance of the Services and final Payment by the CRA. Nothing in this paragraph shall be construed so as to affect the CRA's right to cancel or postpone the Services pursuant to this Agreement.

35) **Modification.** This Agreement will not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each Party. Any other attempt to modify or amend this Agreement will be null and void and may not be relied upon by either Party.

36) **Survival.** The provisions of this Agreement regarding promotional rights, infringement, indemnity, waiver, limitation of liability, insurance, agents, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.

37) **Electronic Signatures**. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

38) **Non-Scrutinized Company.** Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the CRA determines that this certification is falsified or contains false statements, or that Contractor is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the CRA may terminate the Agreement.

39) **Agreement Non-Exclusive.** Contractor shall be free to contract for similar services to be performed for other entities or persons while under contract with the CRA. The provision of

services provided for herein is non-exclusive. The CRA in its sole and absolute discretion may retain additional entities or persons to perform the same or similar work.

40) **E-Verify.** Contractor warrants for itself and its subcontractors that Contractor and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the CRA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding any other provisions in this Agreement, if the CRA has a good faith belief that Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall terminate the Agreement. If the CRA that has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the CRA as a result of the termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

41) **Conflict of Interest**. Circuit represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the services to be rendered under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

By: _____ Date: 1/25/2024

Authorized Representative for Contractor

Print Name: JASON BACALEY

Witness: _____ Date: 1/25/2024

Witness Name: KEVIN JACOBS

By: _____ Date: 1/29/2024

Authorized Representative for CRA

Print Name: TY PENSERA

Witness: _____ Date: 1/29/2024

Witness Name: BONNIE NICKLEN

EXHIBIT A: SCOPE OF WORK

Section 1: Summary of Services

Circuit shall develop, implement and manage a Micro-Transit "On Demand" service (the "Service") within a geo-fenced coverage area described in Exhibit A-1. The Service will have the ability to be on demand and may include supplementary service for special events as specified in this Scope of Work. The Service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate primarily throughout the Boynton Beach CRA boundaries and provide transportation to Ocean Front Beach Park. The Service to the Beach shall be subject to CRA's execution of an interlocal agreement with the City of Boynton Beach for the provision of services to Ocean Front Beach Park.

The Service shall:

A. Operate a 6-month on-demand pilot test in two zones (Zone 1 and Zone 2) covering approximately 1.6 square miles of coverage area as illustrated in Exhibit C ("Service Area"). Zone 1 is located within the boundaries of the CRA. Zone 2 provides service to Ocean Front Beach Park, which is located outside the boundaries of the CRA.
B. Supplement any part of the service with a fixed route for special events and if deemed necessary through data and public needs.
C. Demonstrate the ability to scale up and down the fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve a desired level of service.
D. Operate vehicles that meet the Federal Motor Vehicle Safety Standards and Regulations.
E. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers.
F. Feature a mobile application downloadable from both the Apple Store and Google Play Store which will have the ability to charge a fee for service via a secured credit card payment system.
G. Provide a dedicated phone line so that users can call and request assistance.
H. Service will be operational within 30 days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. The date of operation may be extended by mutual agreement of the parties if necessary to accommodate installation of infrastructure as required by Section 4 this agreement.
I. Service shall be periodically adjusted based upon needs identified during the term of the Agreement and the availability of funds.

Section 2: Mobile Application

Circuit shall provide a mobile application which provides for the following:

A. Allows riders to request pick up and drop off locations within the Service Area.
B. Allows the user to connect from Zone 1 and Zone 2.
C. At no cost to the CRA, Circuit shall maintain updates to the application, which shall be compatible with smart phones and other mobile devices.
D. Provides for the ability to charge a fee per rider and issue discounts via promo-codes.
E. Provides users with approximate time until pick up.
F. Allows users to rate drivers and provide feedback.
G. Features a Google Maps based map (or equivalent) that identifies the boundaries of the Service Area.
H. After a ride request has been accepted by a driver, depicts the real-time location of vehicles on a map of the Service Area.
I. Ability to track party and usage data.

Section 3: Marketing and Branding

A. In coordination with the CRA, Circuit shall develop and implement a branding strategy, which shall incorporate the logo and name of the CRA and the City of Boynton Beach. Circuit shall not implement any branding strategy without prior written approval from the CRA. Any changes to the branding strategy must be approved in writing by the CRA prior to implementation.
B. Circuit shall develop and implement a marketing program to promote awareness of the program. The CRA shall have the right to request changes to the marketing program.
C. The CRA retains the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

Section 4: Vehicles and Infrastructure

Circuit shall procure, license, operate and maintain vehicles and related infrastructure including charging stations used in the service in accordance with applicable laws and regulations with the following requirements.

A. **Fleet Size**. Unless the parties agree otherwise, Circuit will acquire and operate at its own expense no fewer than two (2) GEM vehicles (inclusive of one (1) ADA accessible GEM vehicle) and two (2) EV Sedans as part of this Service. The parties agree that the hourly rate for the EV Sedans will be the same as the GEM vehicles for the Initial Term and Renewal Term of the Agreement. Circuit shall maintain and operate vehicles to satisfy the minimum levels of service and ADA accessibility requirements.
B. **Specifications**. All vehicles will:
    i. Comply with all applicable laws and regulations.
    ii. Be fully electric.
    iii. Meet all safety standards established by applicable law or regulation.
    iv. Feature luggage carrying capacity.
C. **Branding**. The branding strategy will be applied to all vehicles as follows:
    i. At all times during operation of any vehicles pursuant to this Agreement, Circuit may apply, but is not limited to, branding to all wheels, hoods, front panels, coping, roof and rear fenders, unless otherwise prohibited by the CRA.
    ii. Circuit shall develop a default vehicle wrap to be used when no paying advertiser has been identified for any vehicle or vehicles for a period of 7 days or longer unless otherwise approved by the CRA.
    iii. Exterior and interior advertising will not interfere with the placement or visibility of any branding required by this Agreement, unless otherwise approved by the CRA.
D. **Licensing**. Circuit shall obtain and maintain proper licensing and registration of all vehicles at all times.
E. **Parking and charging stations.** The CRA shall provide four (4) parking spaces that will be reserved exclusively for Circuit's use, which Circuit may use for charging, parking, and storing the vehicles during times of non-operation. The location of the spaces will be as stated in the Interlocal agreement between the CRA and the City. Circuit shall be permitted to install Level 2 EV charging stations and signage at the three (3) of the reserved parking spaces. Circuit shall be solely responsible for the cost of signage, charging equipment, and electrical services required for charging vehicles. The CRA shall ensure that electrical service is available at the reserved spaces. Upon termination of the Agreement, Circuit shall restore the reserved parking spaces to their original condition.
F. **Maintenance and replacement**.

i. At Circuit's sole cost, Circuit shall maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations.
ii. Circuit shall ensure that all vehicles will be free of graffiti, vandalism, defacement and other damage to the satisfaction of the CRA.
iii. Circuit shall replace any vehicle at its sole cost when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations, or it is no longer able to be maintained in accordance with the requirements of this Agreement.
iv. Circuit shall use its best efforts to restore or replace non-operational vehicles to operation within three (3) calendar days from the date of any incident requiring the vehicle to be removed from operation. Circuit shall provide verbal and written notice to the CRA of any delay in restoring or replacing a non-operational vehicle that extends beyond three (3) calendar days from the date of malfunction. If the CRA determines that any such delay is due to Circuit's lack of diligence, the CRA will have the right to pursue any remedy provided for in this Agreement, or at law or equity.

Section 5: Staffing

A. General. Circuit shall provide sufficient staffing to maintain levels of service required by this Agreement. All persons providing services pursuant to this Agreement will be employees, contractors or consultants hired by the Circuit. Circuit is solely responsible for all staffing decisions made pursuant to this Contract.
B. Drivers. Circuit shall obtain complete background checks on all drivers, including driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. Circuit shall not hire any convicted felon or any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. Circuit shall not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. Circuit to review each driver's driving and criminal records at least annually.
C. Circuit shall provide its employees with a living wage and tips.

Section 6: Attaining and Maintaining Levels of Service (LOS)

A. General. Circuit shall provide an LOS that meets customer demands at all times of Service operations.
B. Service Level review. Circuit and the CRA shall meet at least quarterly to review LOS and determine if any adjustments are necessary. Any agreed upon adjustments will be made in writing.
C. The CRA designates Timothy Tack as the Project Manager and will provide written notification to Circuit of any changes to the Project Manager. The Project Manager shall be Circuit's principal point of contact regarding any matters relating to this Agreement. The Project Manager shall provide all general direction to Circuit regarding performance and provide guidance regarding the CRA' s goals and policies. The Project Manager is authorized to waive or modify any material changes to this Scope of Work changes so long as the changes do not increase Compensation paid to Circuit. Except as provided herein, any modifications to the Scope of Services that increase the Compensation paid to Circuit must be agreed by the parties by written amendment to the Agreement.
D. Circuit designates Jason Bagley as Circuit's Representative for this Agreement. Circuit will provide written notice to the CRA should there be a subsequent Representative change. Circuit's Representative has full right, power and authority to act for Circuit on all matters arising under or relating to this Agreement.
E. Special events. CRA may request additional vehicles for special events. Such request shall be made at least thirty (30) days prior to the special event and may include a request the establishment

of a fixed route for existing vehicles and/or a request additional vehicles, subject to availability. For additional vehicles provided for special events, CRA agrees to pay the regular service hourly rate per vehicle of $34.97 plus the actual cost to transport the vehicle(s) to the requested location, which will be agreed to by the parties in writing, prior to transportation.

Section 7. Trip Sharing

A. Drivers shall be permitted to transport more than one (1) party but no more than five (5) parties in GEM vehicles and four (4) parties in the E-Sedan under the following conditions:
   i. The vehicle must be equipped with individual seatbelts for the driver and each rider.
   ii. All passengers must use seatbelts at all times.
   iii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

Section 8: Operational Requirements

A. Circuit and all its employees, officers, managers, staff, subcontractors and subconsultants shall comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Agreement including but not limited to all laws and regulations regarding the safe operation of vehicles.
B. Circuit shall prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
C. Circuit must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Department of Highway Safety and Motor Vehicles, . Circuit is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
D. Circuit to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
E. Circuit and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
F. Circuit is permitted to establish reasonable restrictions on the provision of services to non-service animals.
G. All Circuit drivers shall wear proper identification and a uniform.
H. The CRA reserves the right to request immediate dismissal of any Circuit employees who fail to comply with the requirements of this Agreement. Relief personnel should be readily available during the term of this Agreement.

Section 9: Operating Hours

Each vehicle shall be available for an anticipated sixty (60) hours each week ("Vehicle Hours") . The cost per vehicle shall be based on the rates described in the Pricing Schedule attached as Exhibit B. The Vehicle Hours shall occur within the following schedule:

Day	Start time	End time
Mon	10:00 am	8:00 pm
Tues	10:00 am	8:00 pm
Weds	10:00 am	8:00 pm
Thurs	10:00 am	8:00 pm
Fri	10:00 am	10:00 pm
Sat	10:00 am	10:00 pm
Sun	10:00 am	8:00 pm

CRA Project Manager shall have the discretion to reduce or increase the number of Vehicle Hours and/or determine the hours of operation based on level of demand as determined by monthly data collection and consideration of holidays or other special events so long as the total Vehicle Hours for each month does not exceed the CRA's annual budget for the Service.

Section 10: Levels of Service Reporting

A. Circuit shall provide the CRA with monthly reports describing the level of service for each zone. Upon request, Circuit will provide the CRA with weekly level of service reports for each zone.
B. Monthly data reports shall include:
    i. Number of parties on a daily, weekly and monthly basis
    ii. Number of paying customers
    iii. Gross/Net revenue collected for fare revenue credits which distinguishes between fare revenue collected for Zone 1 trips and fare revenue collected for Zone 2 trips.
    iv. Number of vehicles not in operation on a daily, weekly and monthly basis
    v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
    vi. Average trip duration on a daily, weekly and monthly basis.
    vii. Pick-up and drop off location for each trip.
    viii. Average number of passengers per party per trip.
    ix. Average number of parties per trip.
    x. Number of passenger complaints received and resolution of the complaints on a daily, weekly and monthly basis.
C. Circuit shall present a report to the CRA Board on a quarterly basis summarizing the data provided in the monthly reports, the collected fare revenue, and the advertising revenue generated.
D. In the event Circuit does not provide a required report(s), the CRA reserves the right to withhold payment until the required report is received. To the extent that the CRA requires additional information related to the above reporting requirement, Circuit shall provide the information to the CRA.

Section 11: Advertisement Sales

Circuit shall sell space on the exterior or interior of the vehicles for the display of commercial advertising. Net Advertising Revenue, defined below, that is generated by Circuit in connection with the sales of commercial advertising shall be divided equally between Circuit and the CRA. Net Advertising Revenue means the gross advertising revenue received less all costs and expenses, including, but not limited to

advertisement design, production costs, installation and removal costs and customary commissions paid to media sales representatives, incurred by Circuit in connection with providing the advertisement sales. Circuit shall provide an accounting of all advertising revenue with its Level of Service monthly report as required in Section 9, which shall include the gross revenue, costs and expenses Circuit shall provide to CRA a breakdown of the Net Advertising Revenue each month, which shall include the gross revenue plus costs and expenses incurred in connection with providing advertising sales

Section 12. Advertising Guidelines

A. In its agreements with its advertising contractors, Circuit shall reserve the right to reject any advertisement, commercial or noncommercial.

B. Circuit shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CRA's consent which shall not be unreasonably withheld.

C. All advertising and promotional materials, including, without limitation, any vehicle "wraps" (collectively "**Advertising**") must conform to the following criteria:

i. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.

ii. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.

iii. Obscene Advertising. No Advertising shall display any statement, word, character, or illustration of an indecent or obscene nature, as defined by F.S. Chapter 847, as may be amended from time to time.

iv. False Advertising. No Advertising shall displace false or misleading information, intended to mislead the public as to anything sold, any services to be performed or information disseminated.

v. Tobacco, Firearms, and Cannabis. No Advertising shall display any statement that promotes the sale of tobacco or tobacco products, electronic cigarettes, firearms, or medical marijuana treatment centers or delivery devices in accordance with Florida law.

vi. Existing Laws. All Advertising must conform to all applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

D. The CRA shall request removal of any advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the request. Circuit will consider and act promptly upon the request in accordance with this policy.

Section 13: Ridership Fares

A. Circuit shall collect ridership fares for the services, as follows:

i. For rides that begin and terminate within Zone 1: $1.00 for each rider.

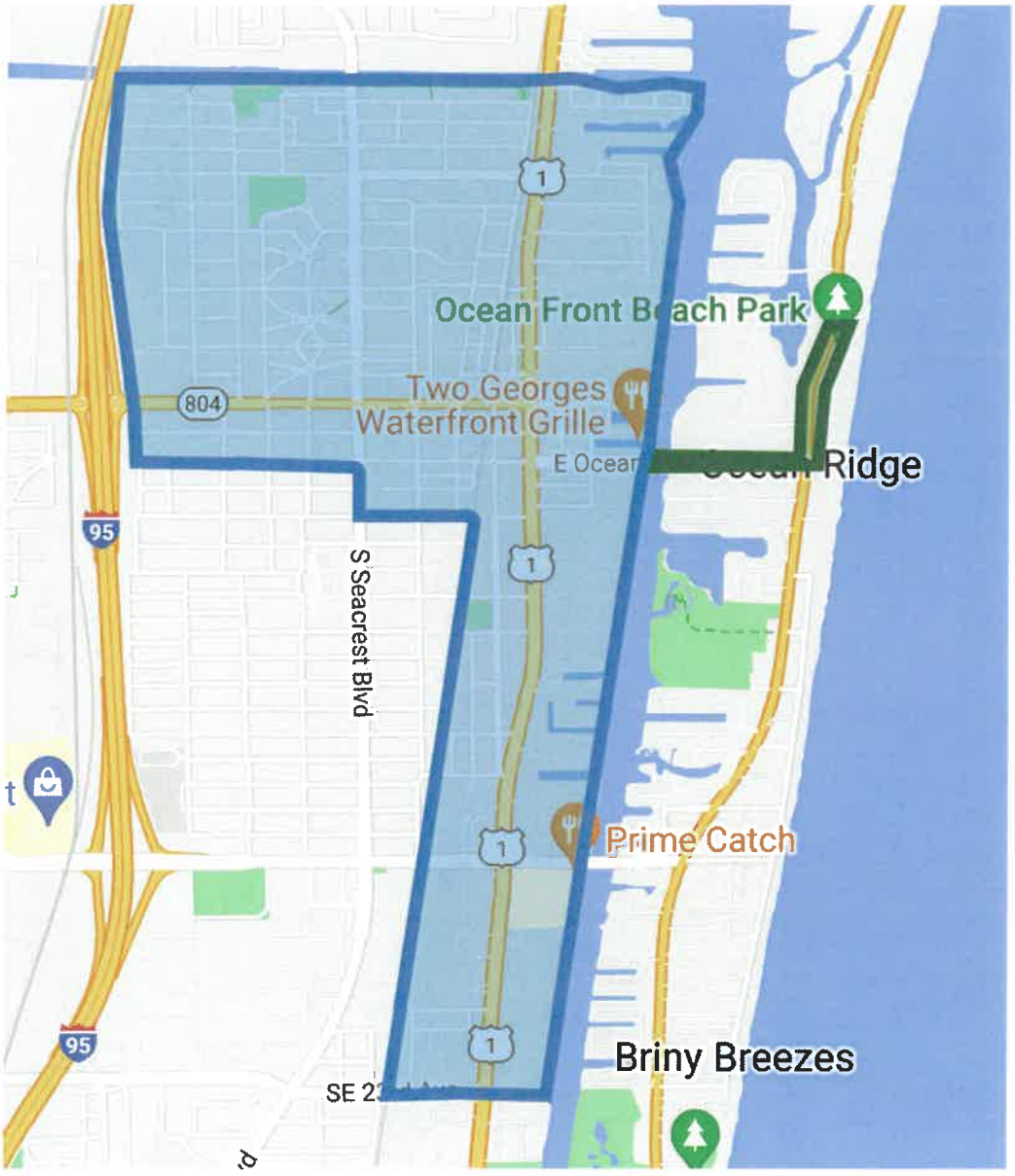
ii. For rides that begin or terminate in Zone 2: $2:00 for each rider. If the rider is part of a group, $2.00 for the initial rider and $1.00 for each additional rider within the group.

B. Circuit shall credit the CRA's monthly invoice for each Zone with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.

C. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less revenue collection costs and expenses, including but not limited to sales taxes or other taxes imposed by law, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Circuit will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

Exhibit A-1 Service Area

The Circuit Service Area for City of Boynton Beach CRA that is active in the Ride Circuit app and on the Circuit website is as follows:



Zone 1: Area shaded blue
Zone 2: Area shaded green

Exhibit B: Pricing Schedule

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Phase 1 Downtown/Federal Highway/ Beach Zone -

Month	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Hours Per Week	60	60	60	60	60	60	60	60	60	60	60	60
Hours Per Month	261	261	261	261	261	261	261	261	261	261	261	261
# of GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of ADA GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of EV Vans	0	0	0	0	0	0	0	0	0	0	0	0
# of Sedans	2	2	2	2	2	2	2	2	2	2	2	2
GEM Vehicle Service Hours	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
ADA Standby GEM Service Hours (STANDBY)	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
EV Van Service Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sedan Service Hours	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0
$ / GEM Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / ADA Standby GEM/Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / EV Van Service Hour	$ - .00	$ - .00	$ .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00
$ / Sedan Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
Total Costs	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509
Ad Revenue / Month	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Expected Fare Revenue / Month	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132
Expected Revenues	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132
Monthly Net Cost to CRA (E)	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377

GEMS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$41.61
46-50	$38.58
51-55	$36.59
56-60	$34.97
61-65	$33.61
66-70	$32.45
71-75	$31.46
76-80	$30.60
81-85	$29.84
86-90	$29.18
91-95	$28.58
96+	$28.05

VANS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$60.65
46-50	$55.43
51-55	$52.02
56-60	$49.22
61-65	$46.88
66-70	$44.89
71-75	$43.19
76-80	$41.71
81-85	$40.43
86-90	$39.26
91-95	$38.24
96+	$37.32

Sedans	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$46.23
46-50	$42.59
51-55	$40.22
56-60	$38.27
61-65	$36.63
66-70	$35.25
71-75	$34.06
76-80	$33.03
81-85	$32.12
86-90	$31.32
91-95	$30.61
96+	$29.97

PROFESSIONAL SERVICES CONTRACT
FOR OPERATION OF CITYWIDE MICRO-TRANSIT SERVICES

THIS CONTRACT is being entered into this 1st day of July, 2023 (the "Effective Date") by and between the City Of Hollywood (hereinafter the "City"), a municipal corporation of the State of Florida and Circuit Transit Inc. (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Florida, having its principal office at 501 East Las Olas, Suite 300, Fort Lauderdale, Florida

SECTION A – Contract Overview

A-1 Summary of Contract

(a) The subject matter of this Contract is to provide the vehicles, operate and manage a micro-transit service in the Service Area as defined in and Exhibits "A" (Scope of Work) and Exhibit "B" - RFP-045-23-SK- CITYWIDE MICRO-TRANSIT SERVICES, Exhibit "D" (Service Areas"), and Exhibit E, which sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. In the event of a conflict, the City's RFP Documents shall prevail unless otherwise stated in this Contract.

(b) The Contract type is: This is a Non-Exclusive Contract.

(c) The following documents are hereby incorporated into this Contract:

(i) Exhibit "A" – Statement of Work
(ii) Exhibit "B" - RFP-045-23-SK - Citywide Micro-Transit Services
(iii) Exhibit "C" - Company's Proposal
(iv) Exhibit "D" - Service Areas
(v) Exhibit "E" - Pricing

A-2 Contract Amount

The Contract Amount shall not exceed $1,128,942.00 USD for the performance period.

A-3 Performance Period

(a) The performance period commences from Effective Date and continues for a period of 12 months. This Agreement may be renewed by the parties for three one-year periods upon mutual agreement of the parties and said renewal shall be in writing in accordance with Section D-13 of this Contract.

SECTION B – Statement of Work

B-1 Statement of Work

(a) Services will be provided in accordance with the Statement of Work set forth in Exhibits "A" "B", "C", "D" and "E",

SECTION C – Special Conditions

C-1 Project Manager/Company Representative

(a) The City designates Mark L. Johnson as the Project Manager for this Contract, who may be contacted at: mjohnson@hollywoodfl.org or (954) 921-3991 The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Jason Bagley as the Company Representative for this Contract, who may be contacted at jason@ridecircuit.com The Company will provide written notice to the City should there be a subsequent Company

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Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

C-2 Pricing and Payment

(a) Payment. Payment to the Company will be made only for the actual Services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section C-4, "Invoices".

(b) The City will pay the Company in accordance with the pricing set forth in Exhibit "E" – Pricing to this Contract.

(a) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

C-3 Pricing Revisions Costing adjustments shall be governed by Exhibit "B", Section 1.70 and as set forth below:

(a) For the term of this Contract, pricing may be revised for the reason(s) set forth below:

- Change in minimum wage
- Approved decision to add additional cars
- Approved decision to adjust the number of service hours
- Approved decision to add, adjust or modify additional services that increases costs for the Company

(b) Each pricing revision permitted herein must be approved in writing by the Project Manager and, if approved, shall become effective thirty (30) days after notice of the change has been received by the City, or on such earlier or later date as may be agreed upon by the parties. However, any pricing changes will be governed by the City's Purchasing Ordinance and dependent upon the revisions, City Commission approval may be required.

(c) Any pricing revision permitted pursuant to this section may be delayed or denied if the Company fails to submit a timely request or fails to provide adequate documentation in support thereof.

(d) Any approved pricing revision is not retroactive, and any invoice pending on the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date services were provided.

C-4 Invoices

(a) The Company will submit a monthly detailed invoice to the City, in a format to be defined by the Project Manager as negotiated with Company. Each invoice shall contain the following information:

(i) the date of the invoice and invoice number;
(ii) the purchase order number;
(iii) the Contract Item(s) according to Exhibit E – Pricing against which charges are made; and,
(iv) performance dates covered by the invoice.
(v) service credits offered from advertising dollars received by Company
(vi) Net revenue credits received by the Company

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to: accountspayable@hollywoodfl.org
or mail them to:

City of Hollywood
Accounts Payable, Room 119
P.O. Box 2229045
Hollywood, FL 33022-9045

(b) The Company shall forward a copy of the invoice to the Project Manager, with the following items:

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(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and

(ii) copy of the applicable Deliverable associated with the invoice

C-5 Insurance

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the insurance coverages as identified in Exhibit "B", Section 3.17:

(b) The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this contract. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this contract. The City must be provided a signed statement from insurance agency of record that the full policy contains no such exception.

Submit certificates of insurance to:

City of Hollywood
Department of Development Services
P.O. Box 2229045
Hollywood, FL 33022-9045

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section C-5 shall be provided to the City if so requested.

(c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

(d) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section C-6, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(e) Any subcontractor or sub consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(f) The Company is encouraged to purchase any additional insurance it deems necessary.

(g) The Company is required to make its best efforts to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

C-6 Warranty – Services

The Company warrants that the services shall be performed in full conformity with this Contract and Exhibits "A" and "B", with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty. However, if Company fails to perform, City may terminate this Agreement with or without cause consistent with Exhibit "A".

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SECTION D – General Conditions

D-1 Legal Notice

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:	Project Manager City of Hollywood 2600 Hollywood Blvd., Rm. 308 Hollywood, FL 33020
WITH A COPY TO:	City Attorney City of Hollywood 2600 Hollywood Blvd., Rm. 407 Hollywood, FL 33020
FOR THE COMPANY:	James Mirras Circuit Transit Inc. 501 East Las Olas Suite 300 Fort Lauderdale, FL 33301

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Notice of Delay

(a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

D-3 Termination for Convenience

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason) within 120-days notice and as more specifically set forth in Exhibit "B". Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination and shall provide any substantiating documentation requested by the City. In the event of such termination, the

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City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

D-4 Event of Default

(a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the specifications, (ii) fails to deliver the services within the time specified in in this Contract including Exhibit "A" (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within 30 days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract. Events of Default shall also include those items set forth in Exhibit "B" specifically Section 1.63.

(b) If there occurs an Event of Default, the Company shall be entitled to 10 calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten-day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the 10 day period and is diligently pursued to completion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section D-5, "Termination for Default", below and as set forth in Exhibit "B" Section 1.64.

D-5 Termination for Default

(a) If the Event of Default is not remedied as required pursuant to Section D-4, "Event of Default", the City may, by written notice to the Company pursuant to Section D-1, "Legal Notice", terminate this Contract in whole or in part.

(b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement goods that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) Force Majeure. This Contract shall be governed by the Force Majeure provision in Exhibit "B", Section 7.34.

(d) The City retains the right to terminate for default immediately if the Company fails to maintain the required levels of insurance, fails to comply with applicable local, state, and Federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

D-6 Limitation of Funding

Company acknowledges that the obligation of City to pay Company is limited to the availability of funds appropriated in a current fiscal year period, and continuation of Contract into a subsequent fiscal year is subject to the appropriation of funds, unless otherwise authorized by law. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In the event of a decrease or limitation in funding the Company reserves the right to reduce service levels or suspend service as needed.

D-7 Changes – Fixed-Price Goods or Services

(a) The City may at any time, , and without notice to the sureties, if any, request changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided including types of vehicles and number of vehicles.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the services.

(iv) Time or place of delivery of goods

(b) Upon written mutual agreement, Company and the City will determine the appropriate adjustment(s) to the services.

(c) Any change to the cost of services will be based upon the schedule in Exhibit E: Pricing as determined by types of vehicles, number of vehicles and operating hours.

(d) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(e) If the mutually agreed adjustment includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

D-8 Entire Contract, Section and Paragraph Headings

(a) This Contract, including all Exhibits, represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

D-9 Severability

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

D-10 Waiver

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

D-11 Modification/Amendment

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void and may not be relied upon by either party.

D-12 Assignment

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

D-13 Indemnification

In addition to the insurance requirements set forth in Section C-5, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all

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claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the “Liabilities”) which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any intentional, wrongful or negligent act or omission, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City. This provision includes the indemnity requirements set forth in Exhibit “A”, Section 1.46. The provisions and obligations under this section shall survive the expiration or earlier termination of this Agreement. Nothing in this Contract shall be construed to affect in any way the City’s rights, privileges, and immunities under the doctrine of “sovereign immunity” and as set forth in Section 768.28, Florida Statutes.

It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney’s fees and court costs, to the Company.

D-14 Patent Indemnity

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney’s fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions and provided further that the Company’s aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives. Said Patent Indemnity includes the provisions set forth in Exhibit “B”, Section 7.47, Patent and Copyright Indemnification.

D-15 Audit of Records

(a) In addition to the Audit requirements set forth below, the parties shall be governed by the Audit requirements set forth in Exhibit “B”, Section 7.28, Audit Rights.

(b) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(c) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Broward County, the Company agrees to deliver them to the City, or to an address designated by the City within Broward County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company’s office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

(d) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City’s designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City’s option, credited against any future billings due the Company.

D-16 Confidentiality – City Information

(a) The parties acknowledge that this Contract is subject to Chapter 119, Florida Statutes, entitled the “Public Records Act”.

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(b) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(c) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(d) The obligations of confidentiality shall survive the termination of this Contract.

D-17 Marketing Restrictions

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. This restriction does not apply to general marketing of the services to promote and inform the public about the services.

D-18 Taxes/Compliance with Laws

(a) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

D-19 Licenses/Registrations

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Hollywood business license if required.

D-20 Non-Discrimination and Fair Employment Practices

(a) Discrimination: The City of Hollywood is committed to promoting full and equal business opportunity for all persons doing business in Hollywood. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

D-21 Employment of Unauthorized Aliens

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

D-22 Conforming Services

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The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

D-23 Independent Contractor

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

D-24 Official, Agent and Employees of the City Not Personally Liable

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

D-25 Public Records

The City is a public agency as defined by state law and is governed by Chapter 119, Florida Statutes, “Public Records Act”. The City’s Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential).

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Company shall comply with the public records law. Company shall keep and maintain public records required by the City in the performance of services under this Contract. Upon request from City’s custodian of records, Company shall provide City with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract’s term and following completion of the Contract if Company does not transfer the public records to City. Upon completion of the Contract, Company shall transfer, at no cost, to City, all public records in its possession or keep and maintain public records required by City to perform the services required under this Contract. If Company transfers all of the public records to City upon completion of the Contract, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Contract, Company 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.

IF A PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT PATRICIA A. CERNY, CITY CLERK CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BLVD., HOLLYWOOD, FLORIDA 33020 AND STEVE STUART DIRECTOR OF PROCUREMENT AT (954) 921-3628 SSTEWART@HOLLYWOODFL.ORG.

D-26 Use By Other Government Entities

A governing body or its authorized representative and the State of Florida may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. It is understood and agreed by Company and the City that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with Company, be invoiced therefrom and make its own payments to Company in accordance with the terms of the contract established between the new governmental entity and Company. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

D-27 Governing Law

This Contract, including appendices and Exhibits, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

D-28 Counterpart Signatures

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF HOLLYWOOD

DocuSigned by:

Mayor

E3E5798FD4A34FA...

Name, Title

COMPANY

DocuSigned by:

Alex Esposito CEO 6/14/2023

A7ZBD910C02C4F8...

Name, Title Date

ATTEST:

DocuSigned by:

Patricia A. Cerny 7/17/2023

784415EE2C0C47E...

Date

DS

APPROVED AS TO FORM:

DocuSigned by:

Douglas Gonzales City Attorney 7/17/2023

Name, Title

Date

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EXHIBIT A – STATEMENT OF WORK

Company to develop, implement and manage a Micro-Transit “On Demand” service (the "Service”) in the areas identified in Exhibit D The Service will have the ability to be on demand and include smart stops as specified in this Statement of Work The Service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate throughout downtown Hollywood, the Beach, and portions of West Hollywood.

The Service shall:

- Operate in two micro-transit zones (MTZ-1/MTZ-2), covering approximate 4.6 square miles of coverage area, and provide on-demand service as illustrated in Exhibit D.
- Operate a 6-month on-demand pilot test (MTZ-3), covering approximately 1.97 square miles of coverage area as illustrated in Exhibit D.
- Operate a Pilot Fixed Route service between designated pick-up locations within Hollywood West and designated Beach/Downtown locations using a E-van from MTZ-1 as illustrated in Exhibit D
- Ability to supplement any part of the service with a fixed route if deemed necessary through data and public needs.
- Hours of operation and headways are to be initially proposed by Company until the level of demand is identified after a few months of operation and data collection.
- Demonstrate the ability to scale up and down the fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve a desired level of service.
- Operate vehicles that meet the Federal Motor Vehicle Safety Standards and Regulations.
- Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers.
- Feature a mobile application downloadable from both the Apple Store and Google Play Store with which will have the ability to charge a fee for service via a secured credit card payment system.
- Feature a mobile application where the user will be able to locate his or her position and contact the next approaching vehicle with approximate wait times.
- Provide a dedicated phone line so that users can call and request assistance.
- System will be operational within 45 days from Notice to Proceed to include vehicle procurement, financial operating plan, sufficient liability coverage and mobile application.

Service will be adjusted based upon needs identified from six months of data and the availability of funds. Once six months of data is received and analyzed per Data Reporting requirements in Section 1.9, b. the City and Company shall meet and negotiate terms for the year two renewal period. Ridership, service levels, service area, number of vehicles, ad revenue, fare revenue and overall contract performance will be determining factors in determining if service will remain the same or expand based on ridership demand.

1.1 Mobile Application

a. Company to provide a mobile application which allows riders to request pick up and drop off locations.
b. Ability to allow the user to connect from one mirco-transit zone to another (MTZ-2 and MTZ-3 will be combined into a single zone for the purpose of the pilot test)
c. At no cost to the City, maintain updates to the application and be compatible to smart phones and other mobile devices.
d. Provide ability to charge a fee per rider and issue discounts via promo-codes.
e. Provide users with approximate time until pick up.
f. Allow users to rate drivers and provide feedback.
g. Feature a Google Maps based map (or equivalent) that identifies the boundaries of each Service Area.
h. After a ride request has been accepted by a driver, depict the real-time location of vehicles on a map of the appropriate Service Area.
i. Ability to track party and usage data.

1.2 Marketing and Branding

a. In coordination with the City of Hollywood, the Company will develop and implement a branding strategy. Company will not implement any branding strategy without prior written approval from the City. Any changes to the branding strategy must be approved in writing by the City prior to implementation.
b. Company to develop and implement a marketing program to promote awareness of the program. The City will have the right to request changes to the marketing program.

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c. The City retains the right to review marketing materials prior to use and request changes or withdrawal of any marketing materials.

1.3 Vehicles and Infrastructure

a. Company to procure, store, license, operate and maintain vehicles and related infrastructure including charging stations used in the service in accordance with applicable laws and regulations with the following requirements.
    i. Fleet Size. Unless the parties agree otherwise, Company will acquire and operate at its own expense no fewer than 8 GEM vehicles (includes one ADA accessible GEM on standby), 2 EV Vans (1 ADA Accessible), and 1 EV Sedan as part of this Service. Company to maintain and operate vehicles to satisfy the minimum levels of service and ADA accessibility requirements.

b. Specifications. All vehicles will:
    i. Comply with all applicable laws and regulations.
    ii. Be fully electric.
    iii. Meet all safety standards established by applicable law or regulation.
    iv. Feature luggage carrying capacity.

c. Branding. The branding strategy will be applied to all vehicles as follows:
    i. At all times during operation of any vehicles pursuant to this Contract, Company may include but is not limited to branding to all wheels, hoods, front panels, coping, roof and rear fenders unless otherwise approved by the City.
    ii. Company to develop a default vehicle wrap to be used when no paying advertiser has been identified for any vehicle or vehicles for a period of 7 days or longer unless otherwise approved by the City.
    iii. Exterior and interior advertising will not interfere with the placement or visibility of any branding required by this Contract, unless otherwise approved by the City.

d. Licensing. Company to obtain and maintain proper licensing and registration of all vehicles at all times.

e. Charging. The City will make available to the Company, City owned charging stations for vehicles although the City cannot ensure the availability of charging stations to service all vehicles in the fleet to satisfy the levels of service required by this Contract. Company to ensure charging stations are available to adequately service all vehicles in the fleet to satisfy the levels of service required by this Contract.

f. Storing. The City will provide parking and operation space in a City-owned parking facility. Company will be responsible for storing and securing vehicles during times of non-operation.

g. Maintenance and replacement. At Company's sole cost, Company to maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations. Vehicles to be free of graffiti, vandalism, defacement and other damage to the satisfaction of the City. Company will replace any vehicle at its sole cost when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations or it is no longer able to be maintained in accordance with the requirements of this Contract. Company to use its best efforts to restore non-operational vehicles to operation within 10 business days from the date of any incident requiring the vehicle to be removed from operation. Company to provide verbal and written notice of the City of any delay in restoring a non-operational vehicle that extends beyond ten (10) business days from the date of malfunction. If the city determines that any such delay is due to Company's lack of diligence the City will have the right to pursue any remedy provided for in this Contract or at law or equity.

1.4 Staffing

a. General. Company to provide sufficient staffing to maintain levels of service required by this Contract. All persons provide services pursuant to this Contract will be employees, contractors or consultants hired by the Company. Company is solely responsible for all staffing decisions made pursuant to this Contract.

b. Drivers. Company to obtain complete background checks on all drivers, including driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. Company will not hire any convicted felon or any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. Company will not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. Company to review each driver's driving and criminal records at least annually.

c. Company to provide Living Wage and tips.

1.5 Attaining and Maintaining Levels of Service (LOS)

a. General. Company to provide an LOS that meets customer demands at all times of Service operations.

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b. Service Level review. Company and City to meet at least annually to review LOS and determine if any adjustments are necessary. Any agreed upon adjustments will be made in writing.

1.6 Trip Sharing

a. The Services may permit drivers to transport more than one (1) party but no more than Five (5) parties in GEM vehicles, Three (3) parties in an E-Sedan, and Twelve (12) parties in the E-van, and Eight (8) parties in the ADA E-van simultaneously under the following conditions:
    i. Each passenger has a separate seatbelt.
    ii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

1.7 Operational Requirements

a. Company and all its employees, officers, managers, staff, subcontractors and subconsultants will comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Contract including but not limited to all laws and regulations regarding the safe operation of vehicles. Company to prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
b. Company must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Transportation Authority. Company is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
c. Company to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
d. Company and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
e. Company is permitted to establish reasonable restrictions on the provision of services to non-service animals.

1.8 Operating Hours

a. Company to provide the Service for 11 hours per day, seven days (7) days per week for MTZ Zone 1
b. Company to provide the Service for 8 hours per day, seven (7) days per week for MTZ Zone 2
c. Company to provide the Service for 8 hours per day, seven (7) days per week, for 6 months for MTZ Pilot Zone 3
d. Company to remove 1 EV-van from service in MTZ-1 to provide Fixed Route Service 2 days per week for a period of 6 months between established pick-up/drop off locations within MTZ 2 & 3 and the Hollywood Historic Downtown and the Beach area.
e. After the Data Review, hours of operation may be adjusted as mutually agreed upon in writing by the parties.

1.9 Levels of Service Reporting

a. Company to provide the city with monthly, quarterly and annual level of service and operations/financial reports for each micro-transit zone. Upon request, Company will provide the City with weekly level of service reports for each micro-transit zone.
b. Data Reports to include:
    i. Number of parties on a daily, weekly and monthly basis
    ii. Number of paying customers
    iii. Gross/Net revenue collected for fare revenue credits
    iv. Number of vehicles not in operation on a daily, weekly and monthly basis
    v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
    vi. Average trip duration on a daily, weekly and monthly basis.
    vii. Pick-up and drop off location for each trip.
    viii. Average number of passengers per party per trip.
    ix. Average number of parties per trip.
    x. Number of passenger complaints received on a daily, weekly and monthly basis.
c. Quarterly Reports
d. Annual Reports

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1.10 Operational/Financial Report within thirty (30) days after each month, quarter and year, as applicable Company to submit to City Operational/Financial Reports containing the following information:

a. Annual budget
b. Annual and monthly financial information include revenue generated (including advertisement sales and miscellaneous revenue), expenses and capital resources.

1.11 Advertisement Sales

a. Company shall sell space on the exterior or interior of the vehicles for the display of commercial advertising**.** Advertising Revenue in the amount of $115,100.00 shall be guaranteed annually (Annual Guaranteed Amount). All Advertising Revenue collected by the Company above the Annual Guaranteed Amount will belong to the Company. Company shall credit the City's monthly invoices for each MTZ with a prorated portion of the Annual Guaranteed Amount as shown in Exhibit E (Pricing).

1.12 Ridership Fares

a. Company shall collect ridership fares for the services.
b. Company shall credit the City's monthly invoice for each micro-transit zone with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.
c. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less all costs and expenses, including but not limited to sales taxes or other taxes imposed by law, Company administrative expenses, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Company will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

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EXHIBIT B – RFP-045-23-SK - Citywide Micro-Transit Services

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REQUEST FOR PROPOSAL

RFP-045-23-SK

CITYWIDE MICRO-TRANSIT SERVICES

FOR THE

CITY OF HOLLYWOOD, FLORIDA (CITY)

RFP Issue Date: February 1, 2023

Questions Due Date: February 22, 2023

Submittal Due Date: March 9, 2023, 3:00 pm

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City of Hollywood
RFP-045-23-SK
CITYWIDE MICRO-TRANSIT SERVICES

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Attachments:

A - EXHIBIT A - CSP_Routes_and_Schedules

B - Exhibit B-MTZ_Zones

C - Exhibit C-Pricing

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1. SUMMARY

1.1. Summary

The City is seeking shared public sector transit services that offer dynamically allocated routes and schedules in response to individual or aggregate consumer demand, using smaller vehicles and capitalizing on mobile GPS and internet connectivity. The City has successfully funded the operation of a micro-transit service in the downtown and A1A corridor for the last 4 years. The micro transit services have been well accepted with increasing ridership. The Current contract is set to expire and would like the opportunity to solicit new proposals that would complement a new community shuttle service as well as expansion of the service to other areas of the City, especially west of I-95.

The goal of the micro-transit service will be to transition paratransit customers by transporting them in a less expensive manner to a fixed route transfer point and/or address areas in the City with high concentrations of older and low-income residents who need access to transit.

Any rider fees will be determined by the City and 100% of all net proceeds from fees generated by riders will be returned to the City in the form of a credit to each monthly invoice. The City has the right to audit the Contractor's collection of fees.

The successful Vendor/Contractor will have demonstrated demand response experience particularly in areas with no existing service. The Contractor will own or have access to a fleet of environmentally friendly and sustainable vehicles that include fully accessible minibuses with capacity between 12 and 28 passengers. Vehicles should be small enough for energy efficiency, but large enough to handle occasional larger demands (schools, employment centers, transfer stations). Smaller low speed electric vehicles may be used on smaller streets and more acceptable neighborhoods.

The strategic objective of this initiative is to identify and implement a sustainable micro-transit system that moves people to and from their destination. Another strategic objective is that over time this program will transition to being fully supported by the business community in Hollywood, Hollywood Beach, and the surrounding area.

1.2. Background

Currently the City plans to operate a Community Shuttle System with three fixed routes (Northwest Loop - City Hall to N. Beach Park, A1A Loop - N. Beach Park to E Hallandale Blvd. and a Southeast Loop - City Hall to Pembroke Rd.) The fixed route system is expected to be operational by mid-2023 and will provide public transportation service to improve mobility, and ease parking demand and traffic congestion. This service is funded by Broward County Transit. In addition, there are Broward County buses, routes #1, 4, 7, 9 and US1 Breeze, providing services on a daily basis.

1.3. Contact Information

Simone Knight
Senior Purchasing Agent
Email: sknight@hollywoodfl.org
Phone: (954) 921-3200

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Department:
Development Services (Engineering, Building, Code Compliance, Community Development and Planning)

1.4. Timeline

Release Project Date	February 1, 2023
Pre-Proposal Meeting (Non-Mandatory)	February 9, 2023, 10:00am Join from the meeting link https://cohfl.webex.com/cohfl/j.phpMTID=m6cba791171165ad4ecd518f286c6c012 OR Join by meeting number Meeting number (access code): 2633 159 9680 Meeting password: 9PEjbnnYC32 OR Join from a mobile device (attendees only) +1-408-418-9388 Meeting number (access code) 2633 159 9680
Question Submission Deadline	February 22, 2023, 5:00pm
Proposal Submission Deadline	March 9, 2023, 3:00pm

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2. INTRODUCTION

2.1. Purpose

The City of Hollywood, Florida (City) is seeking responses from qualified and experienced firms, hereinafter referred to as the Contractor or Proposer, to provide Micro-transit rider services for the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Responses to this solicitation are due by Thursday, March 9, 2023 at 3:00 pm, and will be opened in a virtual public setting on March 1, 2023 at 4:00PM (EST) at https://cohfl.webex.com/cohfl/j.php?MTID=m2fa08f6728891bc5bc2d389b3a3e4290 .

Submittals shall be received electronically through OpenGov Procurement. Hard copy submittals will not be accepted.

Submittals shall be considered an offer on the part of the bidder/proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any or all bids/proposals, to waive irregularities and technicalities, and request new bids/proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the city.

2.2. Pre-Proposal Conference and/or Site Visit (Non-Mandatory)

There will be a non-mandatory pre-proposal conference and/or site visit scheduled for this solicitation. Attendance is required if the event is mandatory, and in the event that it is non-mandatory, it is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit to receive information that may be critical to their understanding of this solicitation.

Please keep in mind that site visits at other times might not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

2.3. OpenGov

The City of Hollywood uses Opengov, the e-Procurement Portal ("Portal") (https://procurement.opengov.com/portal/hollywoodfl/projects/36720) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision.

The City shall not be responsible for a Proposer's inability to submit a proposal by the proposal end date and time for any reason, including issues arising from the use of OpenGov.

2.4. Point of Contact

For information concerning procedures for responding to this solicitation, contact the Point of Contact within the Office of Procurement Services, Simone Knight, Senior Purchasing Agent at sknight@hollywoodfl.org or by phone at (954) 921-3200, or Steve Stewart, Chief Procurement Officer (CPO), at sstewart@hollywoodfl.org or by phone at (954) 921-3232. Such contact is to be for clarification purposes only. All questions must be submitted in writing via the Portal by Wednesday, February 22, 2023, by 5:00 pm, in order to receive a timely response.

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Project Manager: Solange Baquero, Administrative Specialist II, at dbaquero-meza@hollywoodfl.org or by phones at (954) 921-3900 Ext: 6641.

For information concerning technical specifications, please utilize the question and answer feature provided by the Portal at https://procurement.opengov.com/portal/hollywoodfl. Questions of a material nature must be received prior to the cut-off date specified in the solicitation schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of the the Project Page).

Proposers please note: No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the Portal shall become part of any contract that is created from this solicitation.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the Portal.

2.5. Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-proposal conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view Section 30.15F.

All communications regarding this solicitation should be sent in writing to the Procurement Services Division as identified in this solicitation.

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3. SPECIAL TERMS AND CONDITIONS

3.1. Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Point of Contact utilizing the question and answer feature provided by the Portal and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question and answer feature provided by the Portal and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by an official written addendum issued by the City and uploaded to the Portal as a separate addendum to the solicitation. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

3.2. Changes and Alterations

Proposer may change or withdraw a proposal at any time prior to proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal deadline.

3.3. Proposer's Costs

The City shall not be liable for any costs incurred by Proposers in responding to this solicitation.

3.4. Pricing/Delivery

All pricing must include delivery and installation and be quoted FOB: Destination, unless specified otherwise in #SCOPE OF SERVICE section .

3.5. Price Validity

Prices provided in this solicitation shall be valid for at least One-Hundred and Twenty (120) days from time of solicitation opening unless otherwise extended and agreed upon by the City and Proposer.

3.6. No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

3.7. Responsive

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

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3.8. Responsible

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

3.9. Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Proposer must demonstrate that they have successfully completed services, as specified in the #SCOPE OF SERVICE section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed (if required) to perform such work. In addition, the Proposer must have no conflict of interest with regard to any other work performed by the Proposer for the City.

3.10. Award of Contract

Award may be in the aggregate, or by line Item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible Proposer, quoting the lowest price, for that product/service that will best serve the needs of the City.

The City also reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

3.11. Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed unless specified in the #SCOPE OF SERVICE section.

3.12. Contract Period

The initial contract term shall commence upon date of award by the City for a **one (1) year term.** The City reserves the right to renew the **contract for three additional one-year terms,** providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than **120 days** beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

3.13. Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

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3.14. Rules and Submittals of Proposals

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

3.15. Conflict of Interests Prohibited

Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with Section 34.02 of the City Code of Ordinances. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood, City Clerk's Office at 954-921-3211.

3.16. Protest Procedure

Any respondent who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Code or any applicable law may protest to the CPO, by delivering a letter of protest to the CPO in accordance with Section 38.52 of the City's Procurement Code within five days after a notice of intent to award is posted on the City's web site, BIDSYNC, City Clerk's Office, Open Government, and/or City's Sunshine Board (https://www.hollywoodfl.org/Archive.aspx?AMID=140).

3.17. Insurance Requirements

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

A. Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:
General Aggregate $1,000,000
Products-Comp/Op Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

B. Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:
Combined Single Limit $1,000,000
Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker's Compensation:

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C. Worker's Compensation Insurance Prior to the commencement of work governed by this contract, the contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable State statues.

Limits of Liability: Statutory-State of Florida

Covering the contractor and the contractor's employees with not less than the following limits:

Employers Liability:

$100,000, bodily injury by accident

$500,000 bodily injury by Employee

$500,000 bodily injury by Policy Limit

The City of Hollywood needs to be the certificate holder as per the following format:

City of Hollywood (nothing else on this line)
Name of Department
Department Address
Department Address

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation **of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.**

The City reserves the right to require additional insurance in order to meet the full value of the contract.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

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3.18. Uncontrollable Circumstances (Force Majeure)

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, acts of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

3.19. Supplier Portal (Oracle) Payment Method

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information via the supplier portal. New suppliers will be required to register; and current suppliers will need to confirm and update their information.

Firms are responsible for ensuring that all contact, payment, and general information is updated at all times, and will not hold the City liable for any inaccurate information.

3.20. Debarred or Suspended Bidders or Proposers

Firm(s) certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any federal, state, county or municipal department or agency.

3.21. Public Records/Trade Secrets/Copyright

All responses will become the property of the City. The Consultant's response to the solicitation is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.

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Any language contained in the Consultant's response to the solicitation purporting to require confidentiality of any portion of the Consultant's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Consultant submits any documents or other information to the City that the Consultant claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Consultant shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Consultant must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Consultant's response to the solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Consultant agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

3.22. PUBLIC RECORDS GENERAL

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)

Consultant shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order 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, Florida Statutes.

C. 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 this contract if the Consultant does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract,

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the Consultant 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. It is solely and exclusively the Contractor's responsibility to familiarize itself with Chapter 119, Florida Statutes, and to ensure compliance with its requirements.

3.23. Tie Breaker

In cases where there is a tie for the bid award, the award shall be made by giving preference to the low bidder(s) with the following items (in this order):

- (1) maintenance of a drug-free workplace in accordance with the requirements of Florida Statutes Section 287.087,
- (2) local Hollywood vendor preference,
- (3) closest proximity/location to project site or City Hall, and/or
- (4) minority-owned or disadvantaged business status.

If a tie still exists after the aforementioned tiebreakers are utilized, the Chief Procurement Officer will make a recommendation for award among the tied bidders.

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4. SCOPE OF SERVICE

4.1. Project Description

The successful Vendor/Contractor will provide a year-round micro-transit program that provides connectivity to the Community Shuttle Program (CSP), this includes areas along the US 1/Federal Highway Corridor, Historic Downtown, and Hollywood Beach areas. In addition, the service will provide connectivity to various points of interest and Transportation hubs in areas west of the City designated as micro-transit zones. The service must be reliable, predictable and easy to access. Program may include supplementary service during special events requiring vehicles, personnel and resources. Circulator services may also expand to other areas of the City to support mobility options and reduction of traffic congestion as determined by the City and City Redevelopment Agency (CRA).

The applicant should provide as part of their proposal a tentative schedule of service based on their experience in similar markets and assessment of demand in the area. This schedule is subject to change and be modified depending on the needs and conditions determined by the City/CRA.

4.2. Technical Specifications

The use of environmentally friendly vehicles is preferred and must meet required ADA accessibility standards. The Contractor will provide the necessary vehicles, staff, and resources to service the estimated schedule in Exhibit A - CSP Routes and Schedules throughout the term of the contract. There is no need to have vehicles equipped with GPS units although it is preferred.

The Contractor shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Personnel must hold the required, up-to-date applicable licenses, if required, have a clean driving record and be comfortable speaking knowledgably about the City/CRA as a visitor destination. The ability to converse in English is required. Bilingual drivers and other languages (French and Spanish) is desirable, but not required. All drivers must participate in a Florida Department of Transportation (FDOT) approved drug testing program. The City/CRA reserves the right to require the immediate dismissal of any personnel who fail to meet the standard outlined above. Relief personnel shall be readily available and provided by the Vendor throughout the term of the contract.

The Contractor will ensure that all personnel assigned to this program wear professional, standardized, uniforms that are clean and well-pressed at all times.

The Contractor will be responsible for appropriate storage, maintenance, and operational safety of all vehicles provided for this effort.

The Contractor will be responsible for replacing vehicles that break down or have mechanic problems at no extra cost to the City/ CRA. The replacement should be addressed during shift when possible but no longer than 12-24 hours from the time of the event. In the event a vehicle needs to be replaced, such replacement vehicle shall match wrapping and conditions of the vehicle that needs repairs.

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Applicants are encouraged to provide risk mitigation plans below for different time frames for vehicles to be out of service (i.e., one day, one week, one month)

The Contractor will a provide a secure website and cell phone application that allows users to quickly locate and secure a ride. The application should be downloadable from the Apple Store or Play Store. The website and cell phone application should also have the ability to charge a fee for service via secure encrypted credit card payments.

4.3. Contractor Qualifications

The Contractor shall submit a listing of work experience for projects similar in scope and nature to the work described in the Scope of Work. A minimum of five (5) years' experience and at least two (2) projects (preferably with a government entity) shall be submitted and include a description of the work, project value, value of the work performed by the Contractor, and work duration.

The Contractor shall provide the requirements/certifications/training requirements for their drivers. NOTE: The minimum requirement by the City is that all drivers must be enrolled in an approved FDOT drug testing program and have passed a drug screening test, have the required FL driver license, and a favorable background investigation.

4.4. Deliverables and Objectives

The following deliverables are required:

A. Auditing tools to track vehicle usage and gross/net revenues from passenger fees and advertising. Generation of monthly reports that provide ridership totals, service heat maps with micro-transit zone usage, demand and capability analytics. In addition, reports shall contain driver performance metrics such as riders per hour, wait times, and the number of missed pick-ups.

B. Reliable Transit Program. Documented daily vehicle safety inspections prior to start of day, and a documented preventive maintenance program. Reporting frequency will be determined between the City/CRA and the Contractor's ridership totals.

C. Risk Mitigation Plan. A written plan that addresses risks associated with the operation of the micro transit program and mitigation strategies that will be used by the Contractor to minimize risk.

D. Maintenance/Recovery Plan. The Contractor shall provide their maintenance plan and recovery plan to keep the vehicles in circulation at all times with no interruptions.

4.5. Project Area

There are three (3) Micro-Transit Zones (MTZ). Each MTZ will be finalized following award and may be modified based on ridership and need. Each MTZ is described in the attached Exhibit B - MTZ Zones.

4.6. Schedule of Performance

The applicant will provide a tentative schedule of service based on their experience in similar markets. This schedule is subject to change and be modified depending on the needs and conditions determined by the City/CRA and provider. Offerors are encouraged to provide service connecting downtown and the beach and must provide adequate description on how the service will do this and overcome challenges.

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4.7. Advertising and Revenue Sharing

ADVERTISEMENT SALES SERVICES.

(a) The Contractor will sell space upon its vehicles for the display of commercial advertising. The purpose is to raise revenues to partially finance the operation of the micro-transit services.

(b) The Contractor will pay to the City 50% of the Net Advertising Revenue received by the Contractor in connection with all (i) exterior advertising sales; (ii) interior video advertising sales; (iii) event marketing campaign sales; and (iv) marketing efforts for advertising sales (collectively, the "Advertisement Sales Services" and the advertisements so sold, the "Advertisements"). Net Advertising Revenue means the gross advertising revenue received less all-other costs and expenses, including but not limited to advertisement design and production costs, incurred by the Company in connection with providing the Advertisement Sales Services.

(c) The Contractor shall determine the methods, details, and means for performing the Advertisement Sales Services. The Contractor will not accept advertising content that includes or is related to the below (1-7) without the prior written approval from the City.

1. Discriminates against a person or section of the community on account of race, sex, age, sexual preference, religion, disability, sexual orientation or political belief.

2. Contains strong or obscene language.

3. Promotes or opposes tobacco or alcohol products and controlled substances.

4. Contains sexual or reproductive material,

5. Promotes or opposes "adult entertainment" strip clubs and/or the sale of pornographic materials.

6. Promotes the sale or distribution of firearms.

7. Contravenes any applicable law.

(d) The Contractor shall invoice each such advertiser for amounts owed for Advertisement Sales Services. The Contractor shall provide a service credit in the amount of 50% of the Net Advertising Revenue to the City on the following month's submitted invoice after receipt by the Contractor of the amounts due from each advertiser. The Contractor must submit proof of invoices for amounts owed to Contractor for Advertisement Sales Services, during each advertisement period, whether or not invoiced funds are actually received by the Contractor.

Example:

For illustration purposes, the Contractor submits an invoice to a Media Buyer in the amount due of $25,000.00 for Advertisement Sales Service on January 2023 and the funds were received from that Media Buyer during the month of March 2023. The Contractor will provide a service credit to the City in the amount of $12,500.00 on the April 2023 invoice.

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5. EVALUATION CRITERIA

A Selection Committee will review and evaluate submittals to determine if they meet all of the requirements in this solicitation to be deemed responsive and responsible.

The following evaluation criteria will be used to evaluate and score each submittal:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Approach and Methodology** The Contractor shall explain in detail how their company can meet the requirements of the work outlined in the SOW, provide a timeline/plan-of-action detailing each phase for this effort, provide an organization chart detailing the labor for this effort, provide the recruiting effort for maintaining qualified drivers, and detail the numbers and types of vehicles provided and how they will include additional vehicles if the City expands the routes.	Points Based	15 *(14.3% of Total)*
2.	**Environmental Benefits** The Contractor shall provide details and quantify any environmental benefits or sustainability initiatives that they will use for this effort.	Points Based	10 *(9.5% of Total)*
3.	**Contractor Capabilities** The Contractor shall provide overall organizational and financial capabilities and other key components to include organizational reporting structure, quality control, quality assurance, research and development, technical training and parts support, response time, product capabilities, and the ability to furnish multiple vehicle configurations. The Contractor shall provide a general description of the company, including annual revenue, facilities location, number of permanent and part-time employees, and current and project workload. This description is intended to provide information to the City of Hollywood to evaluate the capability and capacity of the Contractor to perform the work. The City of Hollywood may conduct a site-visit of the Contractor's facility during the evaluation process.	Points Based	10 *(9.5% of Total)*

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4.	**Driver's Qualifications** The Contractor shall provide the requirements/certifications/training requirements for their drivers. NOTE: minimum requirement by the City is that all drivers must be enrolled in an FDOT approved drug testing program, pass a drug screening test, have the appropriate FL driver's license, and have a favorable background investigation.	Points Based	10 *(9.5% of Total)*
5.	**Firm's Qualifications and Experience** The Contractor shall submit a listing of work experience for projects similar in scope and nature to the work described in the Scope of Work. A minimum of five years (5) experience and two (2) projects (preferably with a government entity) shall be submitted and include a description of the work, project value, value of the work performed by the Contractor, and work duration and dates. The Contractor must submit at least three (3) references for projects of similar size, scope, and complexity. The references will be reviewed and scored as to whether services performed were satisfactory and meet the aforementioned criteria.	Points Based	10 *(9.5% of Total)*
6.	**ADA Compliance** The Contractor shall provide details on how their proposed vehicles meet ADA accessibility requirements.	Points Based	5 *(4.8% of Total)*
7.	**Maintenance/Recovery Plan** The Contractor shall provide their maintenance plan and recovery plan to keep the vehicles in circulation at all times with no interruptions. The Contractor must also provide a response to this scenario: A vehicle breaks down in the middle of the afternoon (weekday) and the current outside temperature is 95 degrees Fahrenheit. The vehicle has a mixture of passengers: elderly, middle aged, children, and infants. Explain the Contractor's course of action that would be taken.	Points Based	10 *(9.5% of Total)*

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8.	**Risk Mitigation Plan** The contractor must provide a risk mitigation plan on potential risks that may occur with this service and the steps they will take to mitigate/reduce the risk level.	Points Based	10 *(9.5% of Total)*
9.	**Local Vendor Preference** If applicable, the local Hollywood Vendor/Contractor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g., City valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.	Points Based	5 *(4.8% of Total)*
10.	**Pricing** The Contractor must provide a Fixed Pricing Rate for this Service to include all direct and indirect costs in fixed monthly rates for this effort. The price for each offeror will be compared against the values assigned the various elements of the technical proposal. The objective of this process is to obtain the best available combination of technical capability and price.	Points Based	20 *(19% of Total)*

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6. EVALUATION COMMITTEE

Each Selection Committee member will convert their maximum available point score (cardinal number) for each Submitter into an ordinal number designating the ranking (as first, second, or third. For example:

Cardinal Number	Ordinal Number
99	1
95	2
91	3
88	4
84	5

The ordinal scores from each Selection Committee member for each Submitter shall be added together to calculate a total ordinal score. The Submitter with the lowest ordinal score will be ranked highest for award preference. The Submitter with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all Submitters are ranked.

During the evaluation process, the Selection Committee may, at its discretion, request oral presentations from banks to clarify information or answer questions on submittals.

A public Selection Committee meeting to complete this evaluation is anticipated to take place in March 2023 followed by City Commission approval of an award tentatively scheduled for May 2023. Selection Committee meeting notices shall be posted on the City's Sunshine Board (https://www.hollywoodfl.org/Archive.aspx?AMID=140).

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7. GENERAL TERMS AND CONDITIONS

7.1. INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Solicitation are encouraged to submit proposals. To receive notification and to be eligible to bid vendor should be registered with OpenGov. Vendors may register with the OpenGov (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this solicitation and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this solicitation.

Before submitting a bid/proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the bid/proposal submission date. Such addenda shall form a part of the SOLICITATION and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the bid/proposal includes all addenda issued prior to the bid/proposal submission date. Addenda will be posted on the City's Procurement Portal along with the SOLICITATION.

The terms of the SOLICITATION and the selected Vendor's bid/proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

7.2. PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their bids/proposals upon the following express conditions:

A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the SOLICITATION conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.

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C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

7.3. PREPARATION OF BIDS/PROPOSALS

Bids/proposals will be prepared in accordance with the following:

A. The City's enclosed bid/proposal Forms, in their entirety, are to be used in submitting your bid/proposal. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid/proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.

C. Prices shall be shown and where there is an error in the extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the SOLICITATION. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

7.4. DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the bid/proposal, it shall be construed that the bid/proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their bid/proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

7.5. ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to bid/proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any

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addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their bid/proposal. Failure to include signed formal addenda in its bid/proposal shall cause the City to deem the bid/proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

7.6. REJECTION OF BIDS/PROPOSALS

The City may reject a bid/proposal if:

A. The Proposer fails to acknowledge receipt of an addendum, or if

B. The Proposer misstates or conceals any material fact in the bid/proposal, or if

C. The bid/proposal does not strictly conform to the law or requirements of the SOLICITATION, or if

D. The City is under a pre-lawsuit claim or current litigation with the proposer.

The City may reject all bids/proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid/proposal unless the bid/proposal has been qualified as provided in herein.

7.7. WITHDRAWAL OF BIDS/PROPOSALS

A. May not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the SOLICITATION opening.

B. Bids/proposals may be withdrawn prior to the time set for the SOLICITATION opening via the Portal.

C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a bid/proposal after the SOLICITATION opening.

7.8. BIDS/PROPOSALS TO REMAIN OPEN

All bids/proposals shall remain open for 180 calendar days after the day of the bid/proposal opening, but the City may, at its sole discretion, release any bid/proposal and return the bid/proposal Security prior to that date.

Extensions of time when bids/proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

7.9. LATE BIDS/PROPOSALS OR MODIFICATIONS

Only bids/proposals received as of the opening date and time will be considered timely. Bids/proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

7.10. CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the SOLICITATION Submittal Section, or any

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addendum issued, the order of precedence shall be the last addendum issued, the SOLICITATION Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

7.11. CLARIFICATION OR OBJECTION TO BID/PROPOSAL SPECIFICATIONS

If any person contemplating submitting a bid/proposal for this contract is in doubt as to the true meaning of the specifications or other SOLICITATION documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the SOLICITATION, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Solicitation. The City will not be responsible for any other explanation or interpretation of the SOLICITATION given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this SOLICITATION must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

7.12. COMPETENCY OF PROPOSERS

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Bids/proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this SOLICITATION(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this SOLICITATION or otherwise.

7.13. QUALIFICATIONS OF PROPOSERS

No Bid/proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the bid/proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a bid/proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

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7.14. CONSIDERATION OF BIDS/PROPOSALS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A bid/proposal of an "equal" will be considered, provided that the Vendor states in his bid/proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such bid/proposal. The designated City representative hereby reserves the right to approve as an “equal”, or to reject as not being an “equal”, any article proposed which contains major or minor variations from specifications requirements.

7.15. AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the SOLICITATION, shall be grounds for deeming the Proposer and/or the Proposer’s bid/proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

7.16. BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of bid/proposal responders on this project will be considered in making the award. The City is not obligated to accept any bid/proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this SOLICITATION.

Failure to include in the bid/proposal all information outlined herein may be cause for rejection of the bid/proposal.

The City reserves the right to accept or reject any and all bids/proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in bids/proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the bids/proposals as deemed to be in the City’s best interest in its sole discretion.

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Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

7.17. AGREEMENT

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

7.18. NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

7.19. BID PROTESTS

The City shall provide notice of its intent to award or reject to all proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

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A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

7.20. PREPARATION OF BIDS/PROPOSALS

Bids/proposals shall be prepared in accordance with the bid/proposal response format. Bids/proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Bid/Proposal:

A. Each proposer, by making a bid/proposal, represents that this document has been read and is fully understood.

B. The bid/proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the bid/proposal.

C. All manual signatures must have the name typed directly under the line of the signature.

D. The above requirements apply to all SOLICITATION addenda.

7.21. EXAMINATION OF BID/PROPOSAL DOCUMENTS

Before submitting a bid/proposal, each Proposer must: examine the bid/proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the bid/proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the bid/proposal Documents.

The submission of a bid/proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this SOLICITATION, that without exception, the bid/proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid/proposal Documents, and that the bid/proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

7.22. PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

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A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids/proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the bid/proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure.

Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of SOLICITATION submittals will be available for public inspection after opening of SOLICITATION in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this SOLICITATION, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this this SOLICITATION, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

7.23. INFORMATION

For information concerning procedure for responding to this Solicitation (SOLICITATION), contact the Point of Contact in the #INTRODUCTION section. Such contact shall be for clarification purposes only. **It is preferred that all other questions be submitted in writing via the Portal at least 10 calendar days prior to the bid/proposal due/opening date.**

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7.24. BIDS/PROPOSALS

The bid/proposal must be signed by one duly authorized to do so and in cases where the bid/proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the bid/proposal.

Bids/proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids/proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

7.25. MODIFICATION AND WITHDRAWAL OF BIDS/PROPOSALS

Bids/proposals must be modified or withdrawn electronically via the Portal. A request for withdrawal or a modification must be via the Portal by a person duly authorized to do so. Withdrawal of a bid/proposal will not prejudice the rights of a Proposer to submit a new bid/proposal prior to the bid/proposal date and time. Except where provided in the following paragraph no bid/proposal may be withdrawn or modified after expiration of the period for receiving bids/proposals.

If, within twenty-four (24) hours after bids/proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its bid/proposal, or that the mistake is clearly evident on the face of the bid/proposal but the intended correct bid/proposal is not similarly evident, then the Proposer may withdraw its bid/proposal and the bid/proposal Security will be returned.

7.26. REJECTION OF BIDS/PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all bids/proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids/proposals. Bids/proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a bid/proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a bid/proposal satisfies the criteria established in this Solicitation.

The City reserves the right to reject the bid/proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the bid/proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of bids/proposals are not intended to be exhaustive.

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7.27. OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid/proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

7.28. AUDIT RIGHTS

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

7.29. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this SOLICITATION and subsequent contract(s) including, but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.

B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

D. This Section applies only to any contract for goods or services of $1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section

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287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

7.30. FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.31. DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subproposers are presently debarred or suspended by any Federal department or agency.

7.32. COLLUSION

More than one bid/proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one bid/proposal for the same work will cause the rejection of such bin which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the bids/proposals of participants in such collusion will not be considered.

7.33. COPELAND "ANTI-KICKBACK"

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

7.34. FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

7.35. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a

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public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7.36. DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids/proposals will be followed if none of the tied vendors have a drug-free workplace program.

7.37. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your bid/proposal being declared non-responsive; provided, however, that a responsible proposer whose bid/proposal would be responsive but for the failure to submit the signed form in its bid/proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

7.38. CONFLICT OF INTEREST

The Proposer represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a bid/proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

A. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

B. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer’s knowledge, any subproposer or supplier to the Proposer.

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Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

7.39. DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

7.40. ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this SOLICITATION that the City has omitted or misstated a material requirement to this SOLICITATION and/or the services required by this SOLICITATION, the responding Vendor shall advise the contact identified in the SOLICITATION Clarifications and Questions section above of such omission or misstatement.

7.41. CONFIDENTIAL INFORMATION

Information contained in the Vendor's bid/proposal that is company confidential must be clearly identified in the bid/proposal itself. The City will be free to use all information in the Vendor's bid/proposal for the City's purposes, in accordance with State Law. Vendor bids/proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

7.42. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

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7.43. LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

7.44. SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

7.45. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

7.46. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

7.47. PATENT AND COPYRIGHT INDEMNIFICATION

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's

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fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

7.48. ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

7.49. DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all bids/proposals; re-advertise this SOLICITATION, postpone or cancel at any time this SOLICITATION process; or, waive any formalities of or irregularities in the bid/proposal process. Bids/proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids/proposals are analyzed, organization(s) submitting bid/proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid/proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this SOLICITATION constitutes only an invitation to make a bid/proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the bid/proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this bid/proposal or otherwise.

7.50. TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

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7.51. RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

7.52. PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this solicitation.

7.53. DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base bid/proposal.

7.54. ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

7.55. RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this SOLICITATION and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the bid/proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

7.56. INSURANCE REQUIREMENTS

See insurance requirements in the main solicitation document.

7.57. NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its

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intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

7.58. AUTHORITY OF THE CITY'S PROJECT MANAGER

The Proposer hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid/proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Proposer's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any

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decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

7.59. MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

7.60. SUBCONTRACTUAL RELATIONS

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subproposer, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or

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indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

7.61. PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material suppler.

7.62. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

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The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

A. Stop work on the date specified in the notice ("the Effective Termination Date");

B. Take such action as may be necessary for the protection and preservation of the City's materials and property;

C. Cancel orders;

D. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;

E. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

A. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and

B. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

7.63. EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Proposer. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

A. The Proposer has not delivered deliverables on a timely basis;

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B. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

C. The Proposer has failed to make prompt payment to subproposers or suppliers for any services;

D. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;

E. The Proposer has failed to obtain the approval of the City where required by this Agreement;

F. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and

G. The Proposer has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

A. Treat such failure as a repudiation of this Agreement;

B. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

7.64. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of services, including procurement and administrative costs; and,

C. Such other damages that the City may suffer.

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The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

7.65. BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

7.66. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, **unless otherwise authorized by law.**

7.67. VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

7.68. E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

7.69. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

7.70. COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by

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the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

7.71. OSHA STANDARDS

Proposer acknowledges and agrees that as Contractor for the City of Hollywood, Florida, within the limits of the City of Hollywood, Florida, will have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to defend, indemnify and hold harmless the City of Hollywood, Florida, its officials, employees, service providers, and its agents against any and all legal liability or loss the City of Hollywood, Florida may incur due to the Contractor's failure to comply with such act.

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8. PROPOSAL SUBMISSIONS

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

8.1. SUBMITTAL FORMAT*

The items below are required components of your solicitation response in order for your bid/proposal/submittal to be consider responsive and responsible. Please confirm this submittal includes the following items in this checklist:

A. Title Page: Show the RFP title/number, firm's name, address, telephone number, contact person, email, and date.

B. Table of Contents: Clearly identify the material by section title and page number, including the following sections:

   1. Approach and Methodology
   2. Environmental benefits
   3. Vendor Capabilities
   4. Driver's Qualifications
   5. Firm's Qualifications
   6. ADA Compliance
   7. Maintenance/Recovery Plan
   8. Risk Mitigation Plan
   9. References
   10. Pricing
   11. Additional/Pertinent Information (Optional)

C. Forms and Certifications (Completed)

   1. This Submittal Checklist Confirmation
   2. Bid Form (Pricing)
   3. Vendor Reference Form*
   4. Hold Harmless and Indemnity Clause
   5. Non-Collusion Statement
   6. Sworn Statement…Public Entity Crimes

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7. Certifications Regarding Debarment
8. Drug-Free Workplace Program
9. Solicitation, Giving, and Acceptance
10. W-9 (Request for Taxpayer Identification)
11. Certificate(s) of insurance that meet the requirements of the #SPECIAL TERMS AND CONDITIONS section.
12. Proof of State of Florida Sunbiz Registration
13. Acknowledgement and Signature Questionnaire

This checklist is only a guide, please read the entire solicitation to ensure that your submission includes all required information and documentation.

☐ Please confirm

*Response required

8.2. Bid Form *

Upload pricing information in accordance with the scope and using the structure of Exhibit C - Pricing. Creative and optional pricing can be uploaded as separate attachments.

*Response required

8.3. Vendor Reference Form*

Please download the below documents, complete, and upload for each vendor reference. A Minimum of three (3) references are required.

- Vendor_Reference_Form.pdf

*Response required

8.4. Hold Harmless and Indemnity Clause *

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney' s fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

☐ Please confirm

*Response required

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8.5. Non-Collusion Statement*

I, being first duly sworn, depose that:

A. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.

B. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

C. Such Proposal is genuine and is not a collusion or sham Proposal;

D. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and

E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

*Response required

8.6. Sworn Statement Public Entity Crimes*

Please download the below documents, complete, and upload.

- Sworn_Statement_Public_Enti...

*Response required

8.7. Certifications Regarding Debarment, Suspension and Other Responsibility Matters*

The applicant certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

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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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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 (b) of this certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Please confirm

*Response required

8.8. Drug-Free Workplace Program*

A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☐ Please confirm

*Response required

8.9. Solicitation, Giving, and Acceptance of Gifts Policy*

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.

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- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

8.10. W-9 (Request for Taxpayer Identification)*

Please download the below documents, complete, and upload.

- W-9.pdf

*Response required

8.11. List of Subcontractors*

Please download the below documents, complete, and upload.

- Form_14_-_List_of_Subcontra...

*Response required

8.12. Certificate of Insurance*

See requirements in the #SPECIAL TERMS AND CONDITIONS section.

*Response required

8.13. Proof of Sunbiz Registration*

Enter company FEIN to be verified in Sunbiz

*Response required

8.14. ACKNOWLEDGMENT AND SIGNATURE PAGE

*8.14.1. If Corporation - Date Incorporated/Organized:**

*Response required

*8.14.2. State Incorporated/Organized:**

*Response required

*8.14.3. Remittance Address**

*Response required

*8.14.4. Bidder/Proposer's Authorized Representative's Typed Full Name**

*Response required

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*8.14.5. IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.**

☐ Please confirm

*Response required

8.14.6. THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

☐ Please confirm

*Response required

*8.14.7. Proposal Upload**

Submit entire proposal including Title Page, Table of Contents, etc.

*Response required

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EXHIBIT C – Company's Proposal

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A. Title Page

Request for Proposal
RFP-045-23-SK

For The
Citywide micro-transit Services
City of Hollywood, Florida

Prepared for:

City of Hollywood
Senior Purchasing Agent
Attn: Simone Knight
2600 Hollywood Boulevard
Room 303
Hollywood, FL 33020

Date: March 8, 2023

Prepared by: Circuit Transit Inc
777 S Flagler Drive
Suite 800 W
West Palm Beach, FL 33401

Contact Person: Jason Bagley, National Partner
jason@ridecircuit.com | 305-494-1612

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CIRCUIT

A.1 - Cover Letter

Circuit Transit Inc
ridecircuit.com

March 8, 2023

City of Hollywood
Senior Purchasing Agent
Attn: Simone Knight
2600 Hollywood Boulevard
Room 303
Hollywood, FL 33020

Re: Request for Proposals RFP-045-23-SK for The City of Hollywood, Florida Citywide micro-transit Services

Dear City of Hollywood,

This submission is in response to the Request for Proposals (RFP) for City of Hollywood micro-transit Shuttle Service. Thank you for the opportunity to submit our proposal to the City of Hollywood. This proposal will show that Circuit Transit Inc (operator of Hollywood Sun Shuttle and Fort Lauderdale Circuit, etc.) has the proven capabilities and background in providing a sustainable on-demand shuttle program, as well as relevant and specific experience in Broward County, local knowledge and familiarity with the City.

Circuit is an active service provider in Hollywood, Florida, that is responsible for the successful deployment and management of the Sun Shuttle as well as similar services with Cities in South Florida, Brightline Trains and other Cities in NY, NJ, CA and TX. Circuit provides all electric, first/last mile solutions that help move people in local communities and bridge gaps between riders and existing transit. By using fleets of electric vehicles, leveraging the data from its ride-request app, and working with top advertisers, Circuit is able to provide an eco-friendly, data-centric and efficient solution that promotes circulation, reduces parking congestion, promotes local economic development, reduces vehicle miles traveled, encourages alternate options, creates local jobs, and covers the last mile conveniently and affordably to the rider.

Circuit has worked with the CIty of Hollywood and the Hollywood Community Redevelopment Agency since 2019 to design, build, and manage the Hollywood Sun Shuttle. The program is currently moving around 12,000 riders per month, is responsible for creating approximately 20 jobs, and has continued to improve and become a fixture of the Hollywood Community. Together, we have been able to craft a program that has gotten the attention of the press, local officials and nearby Cities; several of which have since enacted similar programs of their own. Hollywood has set an example for efficient, eco-friendly mobility that changes how communities move. The Sun Shuttle has *"Exceed(ed) Expectations"*[1] and the overwhelming demand from riders has showcased the need for transportation services in the City. The team is excited about the opportunity to build upon the existing services and craft an updated approach to the community.

[1] https://hollywoodgazette.com/sun-shuttle-is-very-successful/

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CIRCUIT

Circuit is the largest and most experienced operator of shared, on-demand, last-mile EV shuttle services in the US. With successful operations in 40+ markets across South Florida, California, Texas, New York, New Jersey, and California, Circuit provides both national expertise and local experience. In South Florida, Circuit operates in Fort Lauderdale, Pompano Beach, Hollywood, West Palm Beach, Palm Beach, and Miami, as well as a 40+ cars servicing Brightline Trains, across 5 stations in the area. With more than 350 employees and 190+ vehicles, Circuit has the team, resources and experience to optimize mobility for Hollywood.

Over the past five years, Circuit has engaged with stakeholders and businesses in the City of Hollywood and is very familiar with the local transportation needs and community. We have years of data that can be used to improve this program and inform the City of the movement of residents and visitors. The community support has been incredible and we're honored to be a part of Hollywood's growth.

The company's officers and project leads are as follows:

Alexander Esposito - CEO / Co-Founder
Email: alex@ridecircuit.com
Tel: 516-446-8513
Address: 780 S. Sapodilla Ave
West Palm Beach, FL 33401

Jason Bagley - Partner, National Operations
Email: jason@ridecircuit.com
Tel: 305-494-1612
Address: 1305 SW 8th Ave
Fort Lauderdale, FL 33315

Alexander and Jason have the authority to negotiate and contractually obligate the company. Jason will be the primary point of contact for this program and can be contacted for further clarification. If selected, we are committed to working with the City to provide a turn-key on-demand service designed to meet the needs outlined in this RFP.

Circuit appreciates your review of our submission and welcomes any questions that you may have.

Sincerely,



Jason Bagely
Partner, Circuit Transit Inc

Circuit's corporate headquarters are located at 777 S. Flagler Drive, Suite 800 West Tower, West Palm Beach, FL 33401. Circuit also has local offices located at 2031 Harrison St, Hollywood, FL 33020 and existing infrastructure, including a large local fleet of all electric Polaris GEMs e6, electric sedans, and electric passenger vans.

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CIRCUIT

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CIRCUIT

B1. Approach and Methodology

In 2019, Circuit and the City of Hollywood crafted one of the most advanced Neighborhood Electric Vehicle (NEV) shuttle services that had ever been deployed in Florida. Circuit is very pleased to provide our plan to the City of Hollywood in its endeavor for the next generation of transportation access in Hollywood. Circuit is eager to continue to operate the Hollywood Sun Shuttle as an active, engaged and embedded partner of the City and business communities. We are very excited to evolve the current Sun Shuttle service and match the needs of the RFP. We understand that the City wants to offer dynamic allocated routes and schedules to match consumer demand and support the upcoming fixed route community shuttle services. Over the last four years, Circuit and the City of Hollywood have worked in partnership to provide residents and visitors with a micro-transit mobility offering that is effective, sustainable, supports the local business community and provides a fun experience for riders. We look forward to the next iteration of transportation offerings in Hollywood, and hope that with our carefully crafted service operations plan, we will continue to work in partnership to support the City's transportation goals for its residents and visitors.

The team at Circuit is incredibly proud of the work it's accomplished with the City of Hollywood over the past 4 years. **"Sun Shuttle Exceeds City's Expectations"** (Hollywood Gazette) was in the headline of an article a few months after the service started and the service, team and technologies have continued to improve ever since. Not only is the Sun Shuttle exceeding the City's expectations, together we've crafted a service that is exceeding the performance of nearly every other On-Demand service in the country. Since starting, other new vendors have come about and new technologies have been introduced, but when comparing ridership, ridership per vehicle hour, rider feedback and the cost per rider, there are few, if any services, run by other operators that have been able to achieve the demand and performance that we have in Hollywood. We're committed to the City and committed to improving the Sun Shuttle for years to come.

B1.1 Service Planning, Research and Analysis

We've spoken with our Managers, Supervisors and Driver Ambassadors, surveyed riders, analyzed our historical data, and are confident that we can continue to deliver, and improve upon, a successful mobility option for the residents, visitors and community members of the City of Hollywood as we have since 2019. With 12+ years, 190+ vehicles, 9 states and 24+ cities of operations, Circuit brings its national experience and network to the benefit of each City it works with. Our roots are in South Florida and specifically Broward and Palm Beach counties, where we have operated since 2011.

Based on RFP Exhibits A and B, and the desire to operate three separate micro-transit zones, we have designed a service that is supportive of the City's goals, will continue to partner with the business community, is user friendly for the residents and visitors and complementary to the City's upcoming fixed-route community shuttles.

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CIRCUIT

B1.1.1 Existing Services in Hollywood and South Florida

Since 2019, the City of Hollywood has partnered with Circuit to provide a 100% electric micro-transit solution for residents and visitors. For just $2 per rider, the Circuit-operated Hollywood Sun Shuttle takes riders anywhere within the coverage area zone through our on-demand app or by waving down a driver. Hollywood has been a model city in the region and the services have been highly utilized and immensely popular among riders in the community.



For more information on the existing service, please see below:

Hours of Service

- **Monday:** 10:00am - 9:00pm
- **Tuesday:** 10:00am - 9:00pm
- **Wednesday:** 10:00am - 9:00pm
- **Thursday:** 10:00am - 9:00pm
- **Friday:** 10:00am - 10:00pm
- **Saturday:** 10:00am - 10:00pm
- **Sunday:** 10:00am - 9:00pm

Total hours of operation/week: 79

Vehicles

- Eight 5-Passenger (6 seat) GEM Vehicles available during the Summer Months
- Ten 5-Passenger (6 seat) GEM Vehicles available during the Winter and High Season Months
- One ADA + 3 Passenger (4 seat) GEM Vehicle available year round
- One 12-Passenger (13 seat) Ford E-Transit Electric Van

Drivers/ Ambassadors:

- 19 Total Staff, 14 of which are Hollywood Residents

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- 7 Full Time
- 12 Part Time

Ridership:

- Total Riders/Month (past three months since RFP March 2023 submission)
  - Jan 2023: 11,070
  - Feb 2023: 11,803

- Average Riders/Ride (past three months since RFP March 2023 submission)
  - Jan 2023: 1.75
  - Feb 2023: 1.88

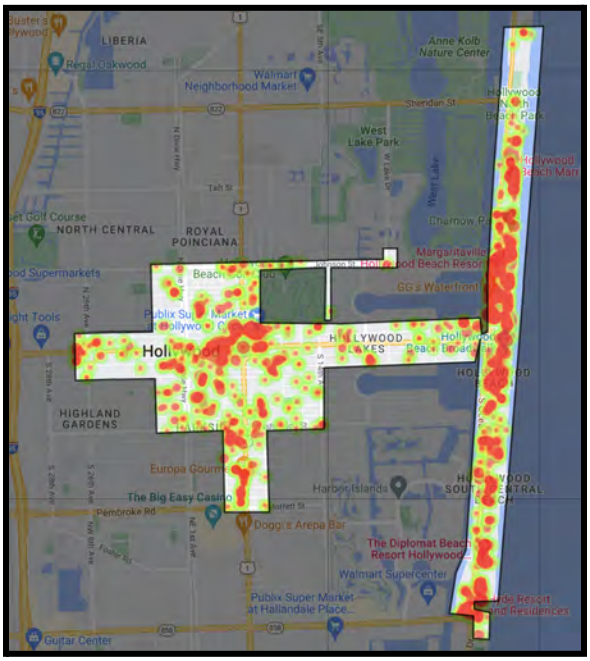
- 2022 Total Ridership in Hollywood 146,710 riders!

Note: These are logged riders and may skew 8-14% below the actual ridership

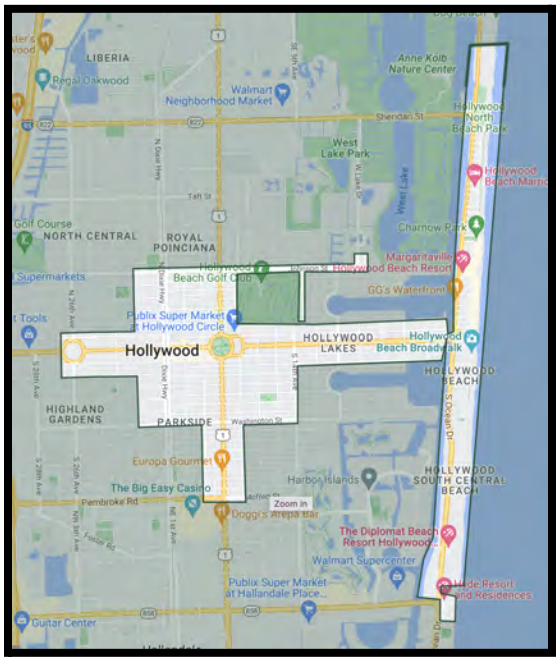
Fare:

- Free (from launch in April 2019 to April 2021)
- $1 (started April 2021)
- $2 (started April 2022 to Present)
- $18,399 (returned/credit to City of Hollywood in February 2023)

Coverage area:



FEBRUARY 2023 HEATMAP

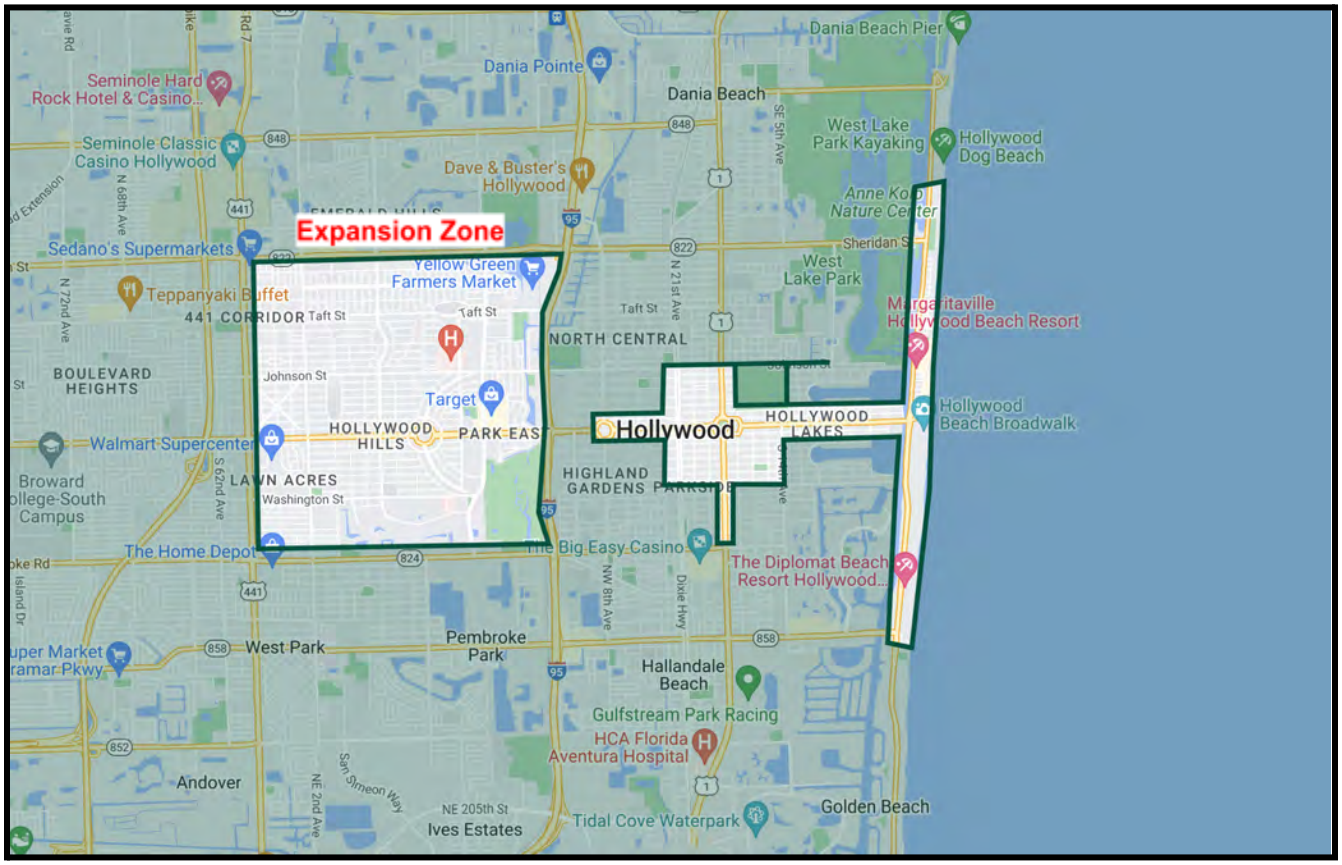


CURRENT GEOFENCED SERVICE AREA
(Western Hollywood Pilot Service Expansion- starting March 13 2023)

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Upcoming March 2023 Western Hollywood Service Expansion Pilot

Circuit, *at no additional expense to the City*, and in an effort to further support understanding Hollywood travel patterns, is working with the City Engineering department to conduct a pilot program using EV vans and our existing rider app to offer service west of our existing coverage area. If selected for the RFP we hope to leverage the information from this pilot to better inform the structure of future MTZ Zone 3 services.



B1.1.2 Local Research, Current Hollywood Sun Shuttle, and Discovery

After reviewing the details of the RFP, we immediately began our planning and analysis process. Fortunately, with four years of operating experience in Hollywood, FL, we were able to leverage feedback from our existing riders, driver ambassadors and the local business community, our review of the RFP and the Counties transportation systems, and use historical data from our Circuit on-demand rider and driver applications as well as our growing and evolving data reporting dashboard, to inform what we believe are the best options for the community within the parameters of the RFP.

What We've Learned from Our Riders, Drivers and the Local Business Community

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In evaluating this opportunity, we started with the community. We hit the streets, spoke with Driver Ambassadors, rode along with our riders, and reviewed rider feedback from our application and our rider surveys:

Feedback from our drivers

- We are the "tour guides" for the city! Our Driver Ambassadors know Hollywood, and we help bring people back to Hollywood. The resorts, hotels, businesses, all rely on us to help drive business.
- Residents would like us to expand to additional areas, including areas further West.
- More Circuit cars on the road- leading to faster pick up times and less delays!
- There are four major categories of people who use this service.
    - **Senior population (65+):** relies on Circuit to get to the grocery store, post office, pharmacy. Some do not have cars and are on fixed incomes. They need Circuit more than ever, we have developed trust with many Hollywood seniors, and they've come to rely on the service. For some, it is a necessity for them.
    - **Tourists and visitors** often say "I wish I had this in our city! Many report to us that they love using the service; knowing Circuit is there gives visitors a peace of mind, that is why they love coming back to Hollywood and exploring the Downtown area.
    - **Residents and commuters** who use Circuit to get to work every day.
    - **Local residents** use us to get to the beach and businesses downtown as a hassle and drive-free option.

Feedback from riders

- "Keep Circuit going. Your drivers are very nice. Circuit is much needed and much appreciated."
- "Circuit prevents a lot of DUIs, accidents, and potential loss of life."
- "Circuit is one of the things that makes Hollywood great 👍"
- "I enjoy Circuit. I love it when it's a nice day to just sit and relax while someone else drives."
- "Circuit is great, I love having the windows-down, casual transportation option."
- "With Circuit, I never have to worry about sitting in traffic with my car. I take it to/from my home to downtown and the restaurants at the Boardwalk, all while helping the environment- no gas! I love it!"
- "Circuit is a blessing for me. I don't have a car and I'm handicapped, so I'm limited in my ability to walk distances. Circuit allows me to go grocery shopping, run errands, and even go to the beach. Im super grateful- we need more Circuit everywhere- protect our earth from car pollution and continue to offer low cost rides. Thank you."

Feedback from local business community

- *"Circuit is a great addition to the community helping locals and tourists safely move around the city in an eco friendly manner. During the COVID-19 Pandemic, Billy's stone crab and Circuit teamed up for deliveries to help people during quarantine. Thank you for your amazing services and helping our community!" - Billy's Stone Crab*
- *"We are very pleased with the results of our marketing efforts with Circuit. The combination of a wrapped vehicle along with conscientious coupon distribution by the drivers has been very effective for Rita's of Hollywood."- Jody Ralfkind, Rita's, Marketing & Community Outreach Director*

Letters of Support- Hollywood Riders

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In addition to the Business Support Letter, Circuit recently also published a "Letter of Support" that went out to Hollywood Sun Shuttle riders. The document received over 122 signatures, ranging from residents (72), visitors (40), local business owners (7), and others (3).

Please view *Appendix 1* to reference the Letter of Support (Riders) and Signatures.

Letters of Support- Local Businesses

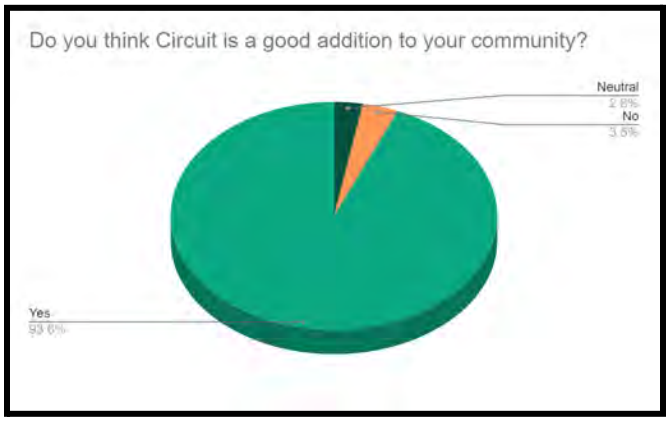
We've received numerous Letters of Support from local businesses which can be seen in *Appendix 1.2*

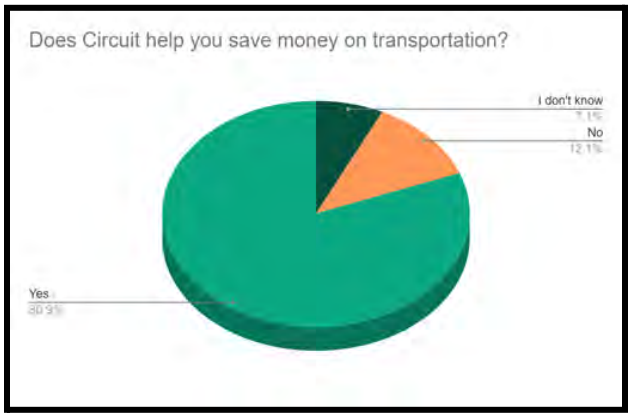
Hollywood Sun Shuttle Rider Survey

We conducted a survey at the end of 2022, prior to the RFP being released and to obtain qualitative feedback from riders in Hollywood. The survey received 700 responses from South Florida Circuit riders and 141 of these respondents noted that they use Circuit primarily in Hollywood. Based on the questions and responses we learned:

- 94% responded "Yes" to the question "Do you think Circuit is a good addition to your community?"
- 81% responded "Yes" to the question, "Does Circuit help you save money on transportation?"
- 88% responded "Yes" to the question "Would you like to see more Circuit cars in service?"

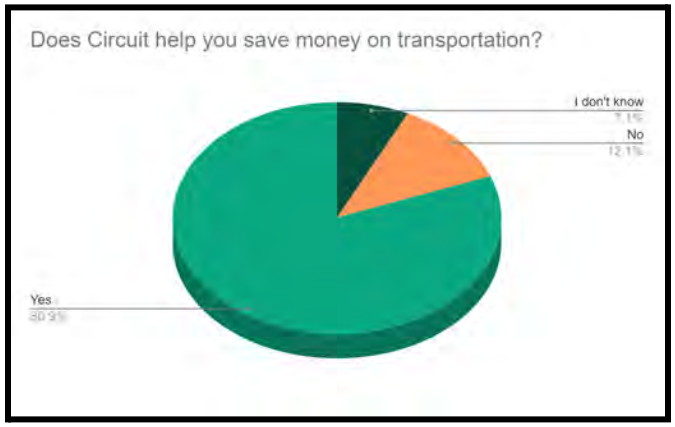
We were also excited to see the large number of respondents that used the service to go to Grocery Stores, Restaurants, Local Stores, and other areas of commerce. Based on our assessment and analysis of weighted average "spends" in these types of businesses, current ridership and industry publications[2], we can confidently say that **the service contributes to over $350k/month in economic activity.**





[2] https://www.apta.com/research-technical-resources/research-reports/economic-impact-of-public-transportation-investment/

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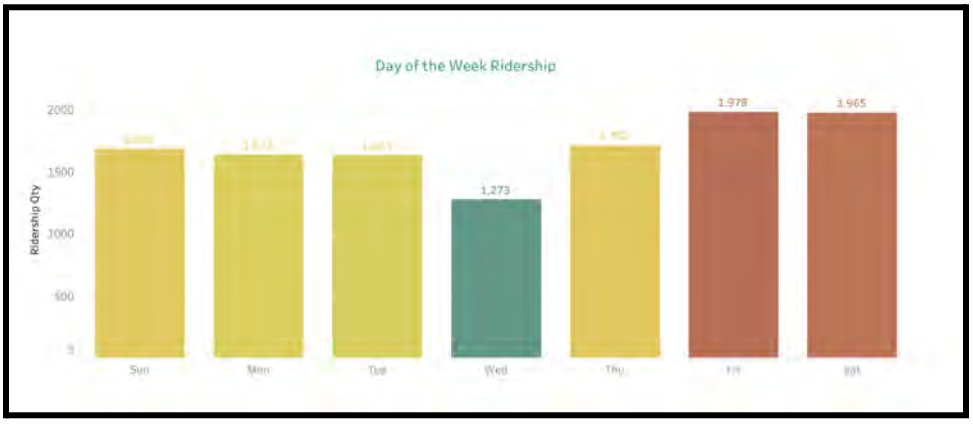


February 2023 Data Analysis from Existing Sun Shuttle and Methodology

From this February 2023 Data Review we learned:

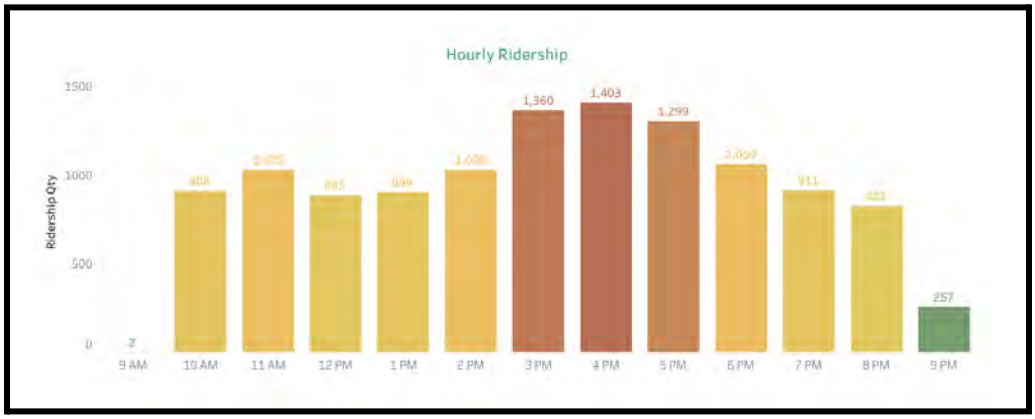
- Top 5 Pickup Locations and Dropoff located continue to skew towards serving leisure riders
- 49% of the monthly rides were "pooled" meaning there are more than one group per ride. This is a key component to combating congestion and a key feature of the Circuit App.
- The busiest time of service is 3pm-6pm, however some riders have indicated they'd like to be able to use the service to commute in the morning

In February 2023, the top five drop off and pick up areas for the Hollywood Sun Shuttle overwhelmingly showcased ridership patterns that riders are using the Sun Shuttle for shopping at Publix and for leisure trips to and from restaurants downtown and the beach. As showcased below in ridership broken down both hourly and weekly, weekend trips see the busiest service days with service dipping on Wednesdays. Ridership sees daily peak times between 2pm and 6pm, and begins to drop off by 7pm.

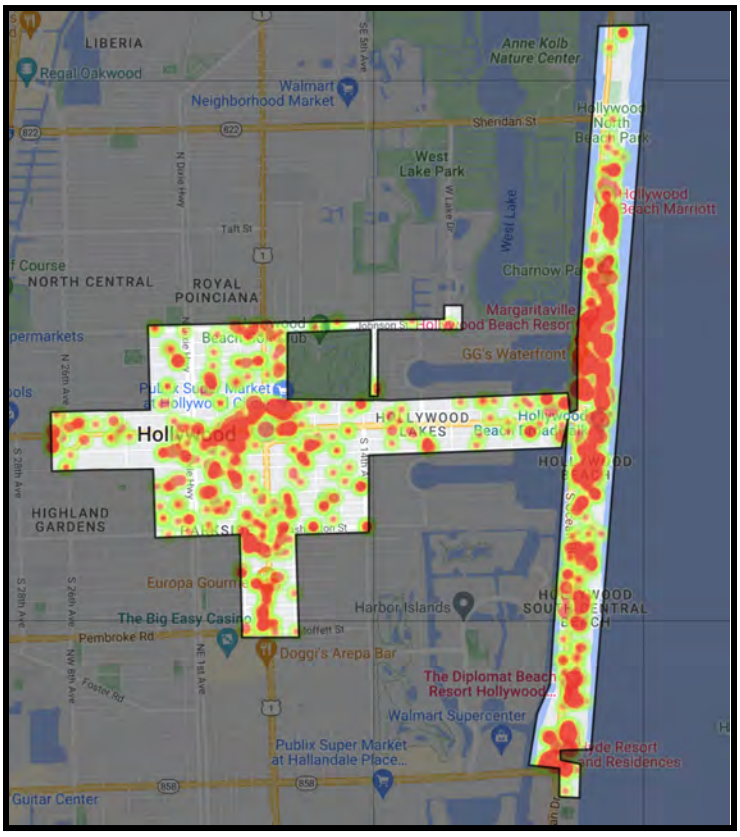


February 2023 Ridership Average Weekday Ridership

CIRCUIT



February 2023 Ridership Average Hourly Ridership



February 2023 Heatmap

Top Five Pickup Locations Feb 2023

	Address
1	Margaritaville Hollywood Beach Resort
2	Publix Supermarket at Hollywood Circle

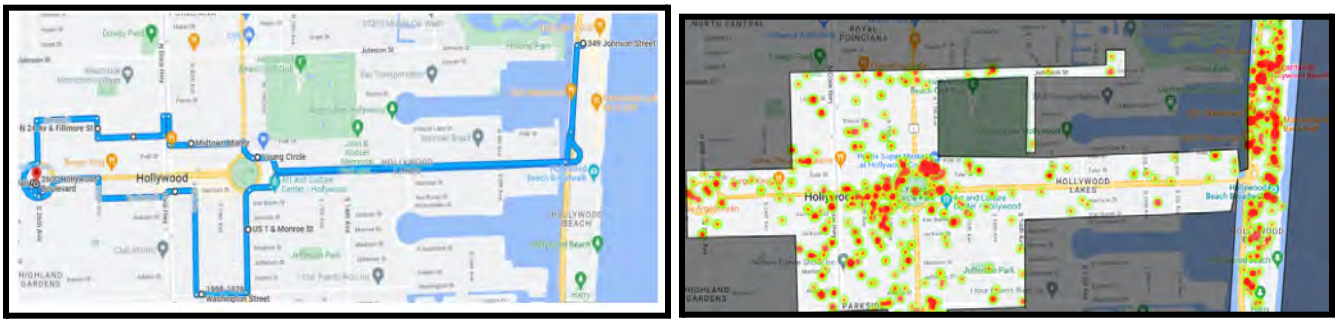
	Address
3	Mobility Hub @ 320 Johnson St. Hollywood FL 33019
4	Beach Pickup @ 1111 N Ocean Dr. Hollywood FL 33019
5	The Diplomat 3555 S Ocean Dr. Hollywood FL 33019

Top Five Drop off Locations Feb 2023

	Address
1	Margaritaville Hollywood Beach Resort
2	Publix Supermarket at Hollywood Circle
3	GG's Waterfront Ocean Resort
4	Twin Peaks Hollywood Blvd
5	DoubleTree Resort by Hilton Hollywood Beach

In determining expected ridership and number of cars needed, Circuit's team analyzed past and current Sun Shuttle data, in contrast to the given upcoming Community Shuttle routes and schedules, to determine the best service hours for the MTZ zones, and how this will impact fares and net costs.

Circuit can use this data to help the City and County in crafting community shuttle routes and stops. Circuit, if the City is interested in pursuing this option, can also set up predetermined pickup and dropoff spots around the zone that align the upcoming stops for the community shuttle routes.



Example: Red Line Route from Exhibit A of the RFP (Left) and a heatmap of common pickup and dropoff areas from Circuit's database (Right).

B1.2 Our Project Plan

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CIRCUIT

Circuit understands the City's Goals for this RFP and we have crafted a program that meets the needs of the community and is confident that in partnership with the upcoming Community shuttles, the Hollywood Sun Shuttle will continue to support mobility options and reduce traffic congestion. We're one of the few providers with experience operating numerous electric vehicles (and types of electric vehicles) as part of the same fleet. The existing Sun Shuttle's fleet includes standard and ADA GEM Neighborhood Electric Vehicles (NEVs) and Ford E-Transit EV Vans. Expanding upon our existing fleet of electric vehicles, existing team of local W2 driver ambassadors, and the Circuit on-demand rider and driver mobile applications, Circuit is prepared to continue to deliver best in class services for the City of Hollywood, as detailed in our operating plan and alternative plans listed below.

B1.2.1 Proposed Operating Plan:

Circuit is willing and eager to run a program that is designed to meet all of the requirements of this RFP. Additionally, as detailed in the alternate options below, Circuit would like to work with the City to explore what modifications to the service details, operating hours, vehicle types and coverage areas can be adopted in an effort to maximize cost savings, the effectiveness of the on-demand services and to promote ridership on the fixed route Community Shuttles. *Circuit is also willing to pilot new areas of Hollywood to test and determine needs, usage and long term feasibility of the respective communities.*

Following the guidelines set forth in the RFP, Circuit will structure a service that adheres to the City's vision, however Circuit has also offered a few alternative options for consideration. If selected, the Circuit team would love to work closely with City staff and local stakeholders to review and refine the operating plan as desired, to best meet the needs of the community within the available budget. These plans can all be adjusted and it is our hope that these examples provide further context around what modifications might be considered.

Proposed Operating Plan Quick Facts:

- **Total Hours Per Week:** 56
- **Total # of EV Vans**: 4
- **Total # of GEM NEV Cars:** 2 NEV + 1 Standby ADA NEV at no additional cost to the City = 3
- **Expected AVG Fare/Rider:** $2
- **Structured:** 3 Separate Zones
- **Notes:** This option is based on the hours indicated by the RFP, broken out by the zones indicated in the RFP and within the range of the current service budget. This service would reduce the number of hours compared to the current operation.

Days & Hours of Operation

Based on our existing data we propose the following service hours per zone. Based on seasonality and demand patterns we can amend these hours as needed or at the request of the City of Hollywood.

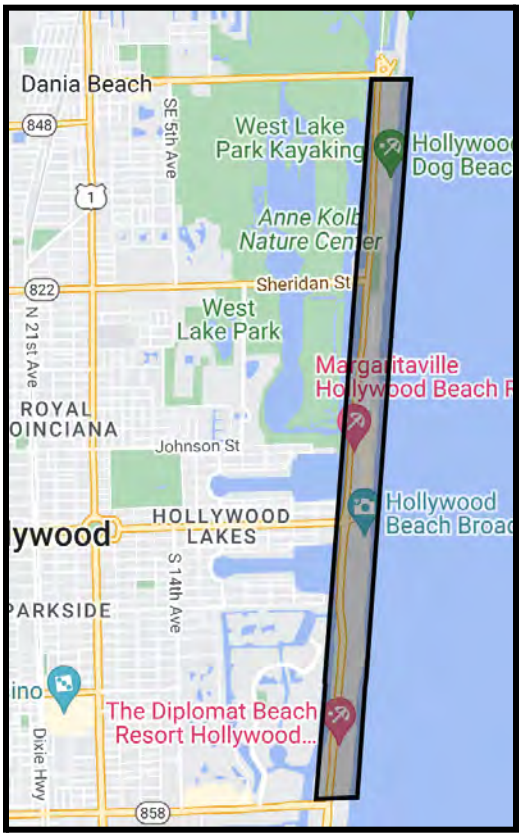
- MTZ Zone 1: Seven days a week, eight hours a day 12 - 8pm ET
- MTZ Zone 2: Seven days a week, eight hours a day 12 - 8pm ET
- MTZ Zone 3: Seven days a week, eight hours a day 10am - 6pm ET

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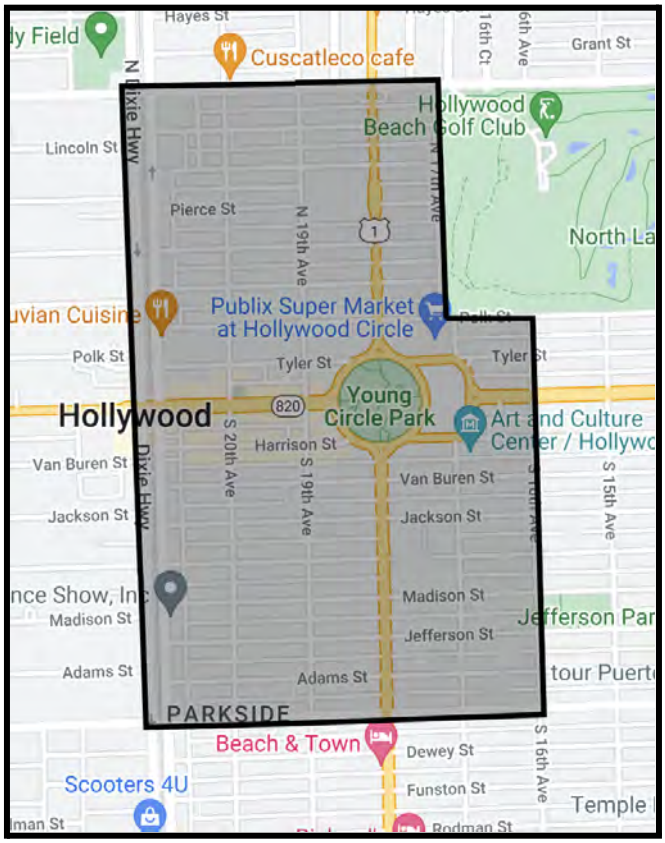
CIRCUIT

Coverage Areas

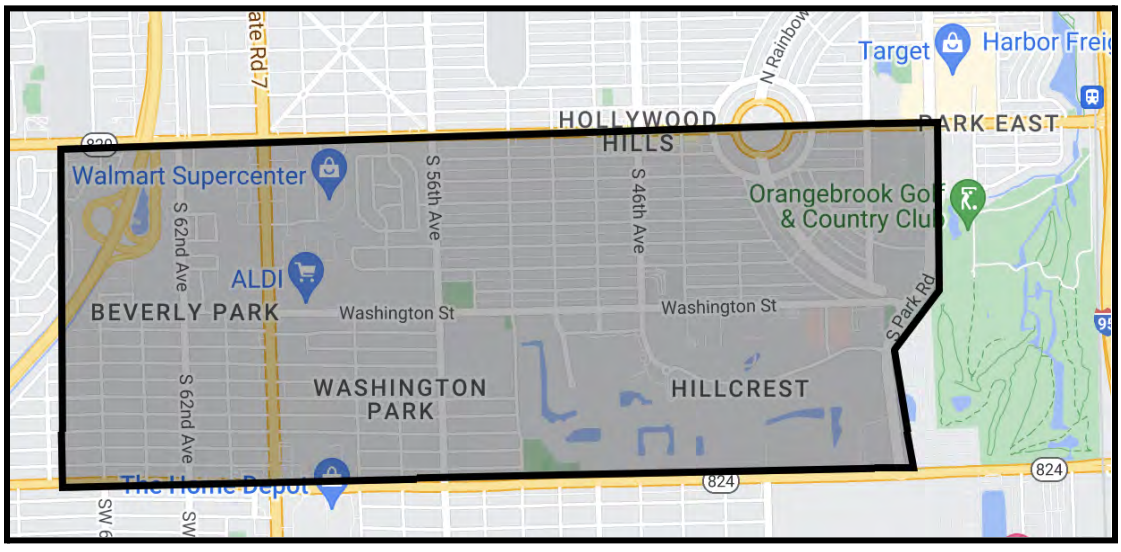
MTZ Zone 1



MTZ Zone 2



MTZ Zone 3



Note: MTZ-3 could be extended in the northeast corner to include service for the Hollywood Tri-Rail Station

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Vehicles

Seven (7) Vehicles in Total

- Three (3) Ford E-Transit EV Van
  - Electric Vehicle
  - Model year 2022 or newer, all weather
  - 12 passenger seats + driver, 0 ADA positions

- One (1) Wheelchair Accessible Ford E-Transit EV Van
  - 8 passenger seats + driver, 1 ADA position
  - Flexible to move to any of the MTZ's when and ADA trip is requested

- Two (2) GEM e6 (Neighborhood Electric Vehicle) NEV vehicles
  - Electric Vehicle
  - Model year 2020 or newer, all weather
  - 5 passenger seats + driver, 0 ADA positions

- One (1) Wheelchair Accessible GEM NEV vehicles (Bonus - No Additional Cost)
  - Electric Vehicle
  - Model year 2020 or newer, all weather
  - 3 passenger seats + driver, 0 ADA positions

Vehicle allocation by zone

- MTZ 1: 1 Ford eTransit EV Van, 1 GEM NEV
- MTZ 2: 1 Ford eTransit EV Van, 1 GEM NEV
- MTZ 3: 2 Ford eTransit EV Vans
- Total 7: 6 Vehicles + 1 Extra Standby ADA NEV

One Ford EV Van is a Wheelchair Accessible Vehicle (WAV) with eight passenger seats including the wheelchair, as well as one ADA GEM with four passenger seats including the wheelchair. The ADA Van will be available to move between zones as needed. As we already have a Sun Shuttle branded Wheelchair Accessible GEM car in the market we would bonus that vehicle at no additional cost to the City. Per our existing Sun Shuttle ridership data, we see 6-8 WAV requests per month on average.

For this program, we propose all-electric GEM e6 vehicles and Ford E-Transit EV Vans- one of which is wheelchair accessible (WAV). These cars will operate in a demand-based coverage area with point to point service where riders can request a ride to/from any location within the geo-fenced service map. These vehicles allow for easy boarding and Circuit's pooling algorithm will further reduce single occupancy vehicle trips by linking riders headed in the same direction, with parameters specified in coordination with the City.

For further information about these vehicles and their specifications and capabilities please refer to *Section B3.6 Vehicle Capabilities*.

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CIRCUIT

Fares

Historical Information

Sun Shuttle initially started as free to the user. In April of 2021, at a renewal of the contract, Circuit was asked to implement a $1 fare to control demand and offset some cost to the City. In April of 2022 it was decided to increase the fare to $2 per rider after the initial success of the fare implementation. Fortunately, we found that the fares did not negatively impact total ridership, and in fact led to higher efficiency due to reduced cancellations from riders. The Sun Shuttle service has been incredibly popular, so there are times where demand outweighs supply and wait times begin to climb. The fare program is a valuable tool in controlling demand and reducing cancellations.

Proposed Fare Rate (Confidential)

The $2 rate continues to be met with little resistance, has helped efficiency, and reduced frivolous trips. We are confident that for this expanded service $2 would continue to be an appropriate fare, with the potential to increase to $3 per rider for on demand service. It could be capped at a set amount so that large groups are not paying $12 or $15 but rather cap the group fare at $7. Additionally, Circuit is building a zone pricing feature in its app so that it will be able to offer the City the option to adjust pricing based on zones. For example, the structure could be set that within a single zone the fare is $2, however if you travel between zones it increases to $3. There is also the option to provide free rides via promo codes. Hollywood riders could ride free in September, for example.

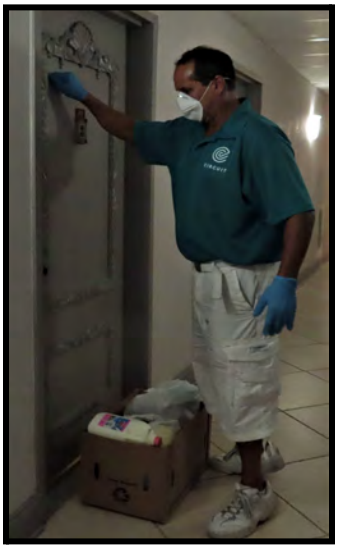
Partnership with the Local Business Community

We appreciate the City's intentions to tie in with the local business community and we've demonstrated our ability to work with local businesses in Hollywood, working with partners like The Water Taxi, Billy's Stone Crabs, the Hollywood CRA to promote local events such as Art Walk, Hollyweird and Dream Car Classic, and other local stores, restaurants, and attractions. We've also built a system where we can pre-sell discount/promo codes to businesses so they can offer those codes to their customers. For example, Rita's is one of our current advertisers, and we can provide "discount coupons" to riders, driving business to the local Rita's stores. This concept has been well received and we will make an effort to review this, and other ways to encourage buy-in from the local business community through targeted marketing campaigns and activities. We also work with the City of Hollywood and their Marketing team on awareness and education activations, such as the "Turtle Nesting" campaign from March 2023- October 2023.



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Grocery Distributions (during COVID), in partnership with Feeding South Florida

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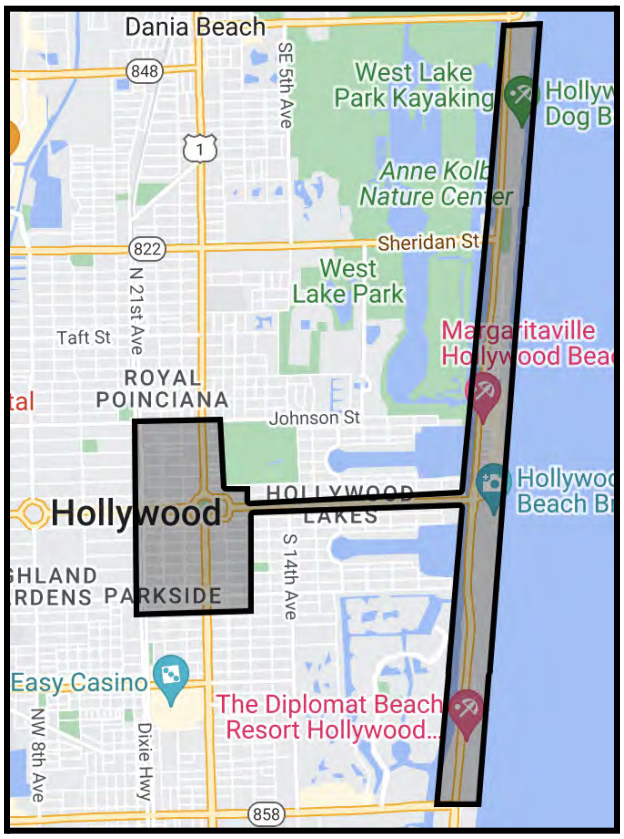
B1.2.2 Alternate Options for On-Demand Services

Our alternative approaches are explained in more detail below, and have the capabilities to make the micro-transit service more robust and cost effective. While increased services may increase total costs, these services allow the City to get more "bang for the buck". Circuit is prepared to operate the service in adherence to the RFPs specifications as we have laid out in our proposed operating plan, but we wanted to bring to the City's attention our alternative approaches as a means to serve more riders and provide a connection to other communities and mass transit.

B1.2.3 Alternate Operating Plan A:

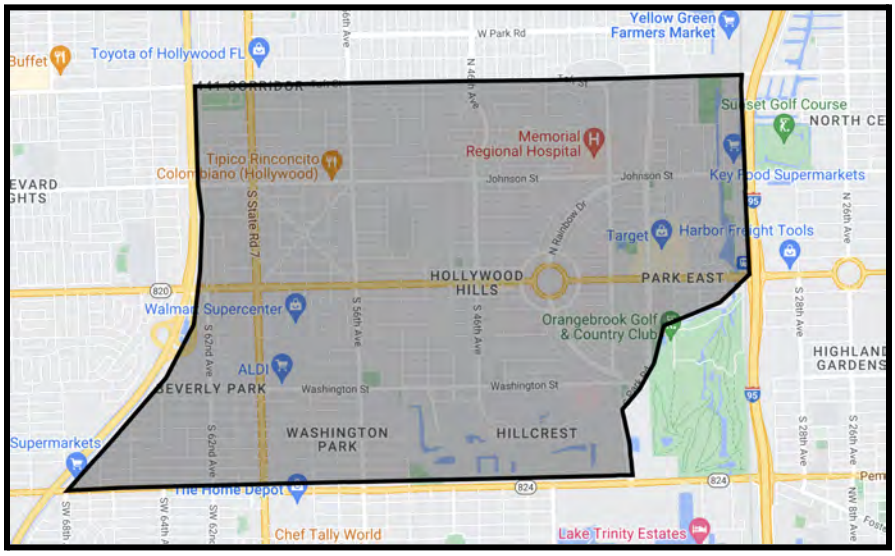
The 1st element of the proposed alternative plan involves joining MTZ 1 and 2 in an effort to provide more circulation along the barrier island and around downtown as well as seamless connectivity between downtown and the beach.

Coverage Areas



Alternate combined MTZ-1 & 2 to service the barrier island and downtown and to connect both later in the evening after some Community Shuttle routes ceases operations at 5pm

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Alternate MTZ-3 service area to include Hollywood Tri-Rail station and the option to extend to Memorial Regional Hospital

Alternate Option A - Quick Facts:

- **Total Hours Per Week:** 79
- **Total # of EV Vans**: 4
- **Total # of GEM NEV Cars:** 2 NEV + 1 Standby ADA NEV at no additional cost to the City = 3
- **Expected AVG Fare/Rider:** $2
- **Structured:** MTZ 1 and MTZ2 become combined into a bigger zone with 2 EV Vans and 2 GEMs. MTZ 3 remains as its own zone, with slightly adjusted coverage area to include Tri-Rail and Memorial Regional Hospital, serviced with 2 EV Vans.
- **Notes:** This option is based on the existing hours of service. This option increases the total hours of service, compared to the proposed option and hours identified in the RFP, by approx 41%, while only increasing costs by approx 22%.

B1.2.3 Alternate Operating Plan B

Alternate Option B - Quick Facts:

- **Total Hours Per Week:** 79
- **Total # of EV Vans** (Peak Season): 4
- **Total # of EV Vans** (Low Season): 4
- **Total # of GEM NEV Cars** (Peak Season)**:** 2 NEV + 1 Standby ADA NEV at no additional cost to the City = 3
- **Total # of GEM NEV Cars** (Low Season)**:** 2 NEV + 1 Standby ADA NEV at no additional cost to the City = 3
- **Expected AVG Fare/Rider:** $2
- **Structured:** MTZ 3 remains as its own zone, with slightly adjusted coverage area, MTZ 1 and MTZ 2 become combined into a bigger zone.

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- **Notes:** This option is based on the existing hours of service. This option increases the total hours of service, compared to the proposed option and hours identified in the RFP. With this option, Circuit will add additional GEM Vehicles to the Hollywood market for the 6 busier months of the year and then will remove the cars from the market during the other 6 months. Circuit will cover the costs for adding and removing the vehicles and will cover the carrying costs of the vehicles not in service, at no expense to the City. Based on the current volume of riders, Circuit feels it's necessary to add additional vehicles to the market.

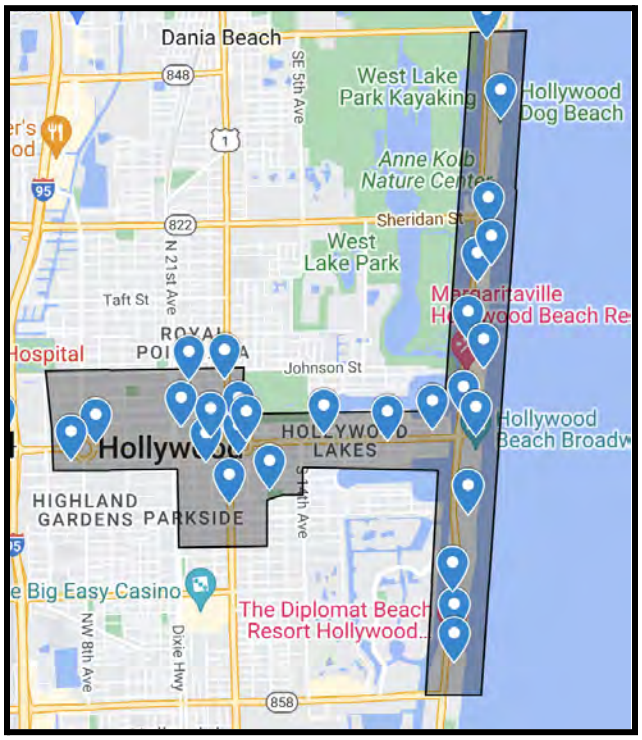
B1.2.4 Alternate Operating Plan C:

Alternate Option C - Quick Facts:

- **Total Hours Per Week:** 79
- **Total # of EV Vans** (Peak Season): 4
- **Total # of EV Vans** (Low Season): 4
- **Total # of GEM NEV Cars** (Peak Season): 2 NEV + 1 Standby ADA NEV at no additional cost to the City = 3
- **Total # of GEM NEV Cars** (Low Season): 2 NEV + 1 Standby ADA NEV at no additional cost to the City = 3
- **Expected AVG Fare/Rider:** $3
- **Structured:** MTZ 3 remains as its own zone, with slightly adjusted coverage area, MTZ 1 and MTZ2 become combined into a bigger zone.
- **Notes:** This option is based on the existing hours of service. This option increases the total hours of service, compared to the proposed option and hours identified in the RFP. With this option, Circuit will add additional GEM Vehicles to the Hollywood market for the 6 busier months of the year and then will remove the cars from the market during the other 6 months. Circuit will cover the costs for adding and removing the vehicles and will cover the carrying costs of the vehicles not in service, at no expense to the City. Based on the current volume of riders, Circuit feels it's necessary to add additional vehicles to the market. Furthermore, Circuit will set up a new pricing model that will adjust rider pricing by zones. For example, a ride from Zone 3 to Zone 1 might be $4, but a ride within Zone 2 might be $2. This dynamic pricing model will also be structured to incentivize larger groups and increase efficiencies.

With this option, as with any of the options, Circuit can work with the City to explore predetermined pickup and dropoff spots, using the Circuit Connect Smart Spot approach, adjusting pricing models for fares, zone-based pricing to adjust prices, and or a combination of these features.

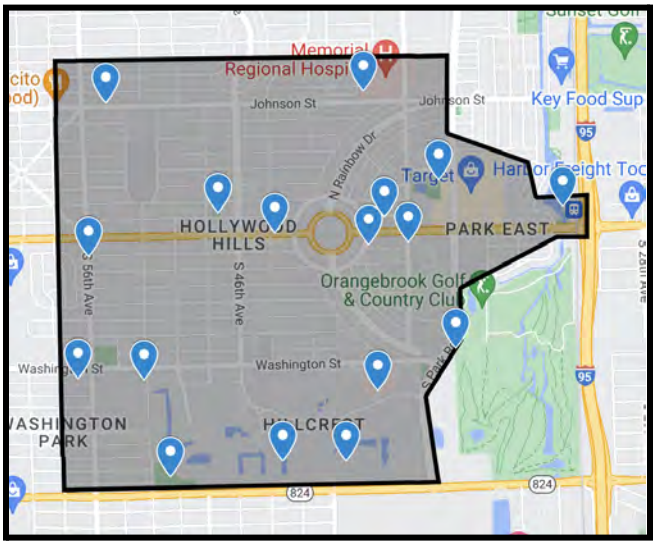
Alternate Option C - Zone Mtz-1 & 2 With Smart Stops*



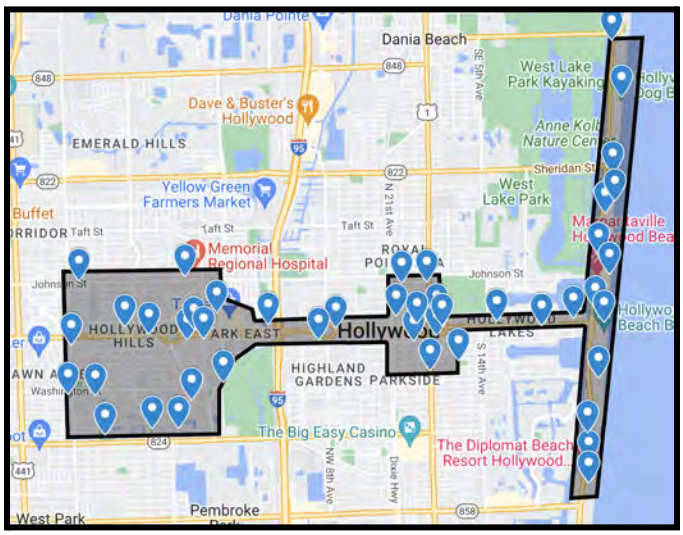
Actual location of Smart Stops TBD, Circuit has highlighted some popular drop-off and pick-up locations

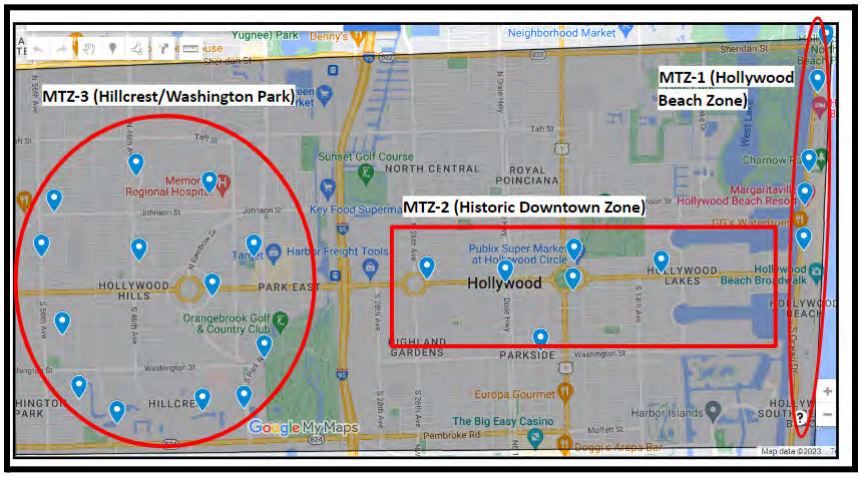
Alternate Option C - Zone Mtz-3 With Smart Stops*

Actual location of Smart Stops TBD, Circuit has highlighted some popular drop-off and pick-up locations



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B1.2.2 Drivers

Circuit will leverage its existing team of experienced W2 employee Driver Ambassadors, Local Managers and Supervisors in Hollywood,ensuring service performance and company operational standards. 14 of the 19 current Hollywood Driver Ambassadors live in the Hollywood community and all Driver Ambassadors have experience operating in the proposed micro-transit coverage areas.

As a reminder to the City, all of Circuit's qualified W2, local, screened and background-checked Driver Ambassadors are a critical part of Circuit's proposed approach to this project. Circuit has built a successful, proud team in the City of Hollywood, and hopes to use and expand this team going forward. The average tenure of our Hollywood staff is 21.8 months. Drivers are required to speak fluent English and several are bi-lingual, many also speaking fluent Spanish.

Many of our drivers in Hollywood have been working in the community for multiple years, live locally and have become true ambassadors of the area. This local experience is not something that can be taught or trained and has continued to become more valuable in delivering the best quality of service for the City.

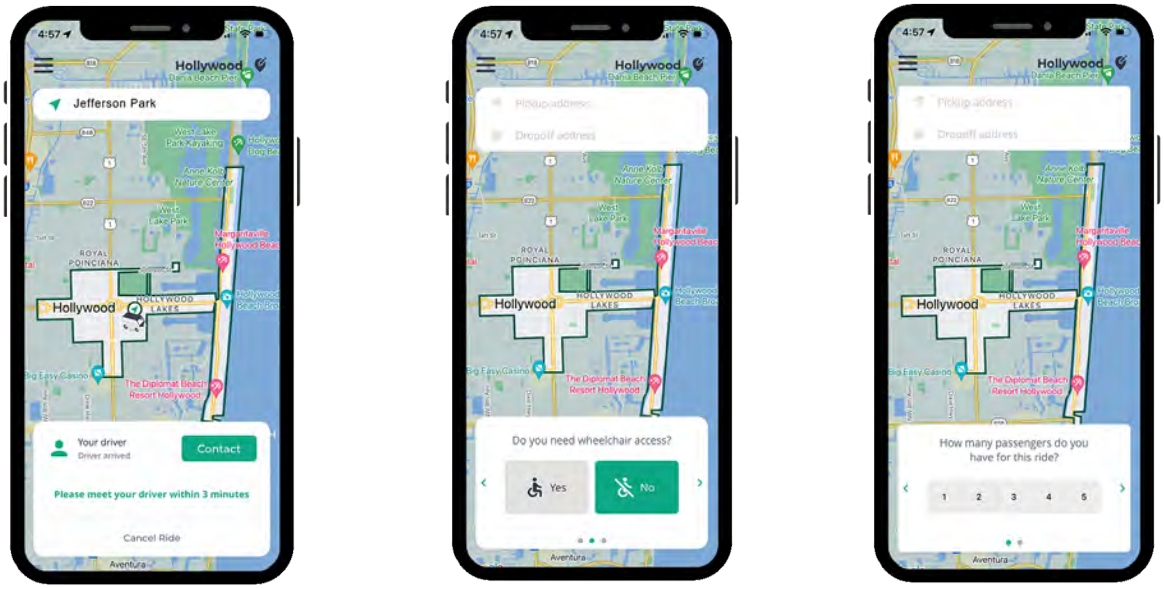
For more details on our driver training, qualifications and certifications, ***please see section B4, below.***



Circuit's Hollywood team, fleet of event-ready GEM NEVs, 100% Electric Vans & Teslas at Safe Streets Summit 2023

B1.2.3 Technology

Since the Sun Shuttle's launch in 2019, Circuit has used our custom proprietary mobile app to move over 500k riders. Throughout Sun Shuttle's lifetime the service has gone through 25 app upgrades to improve bug fixes, integrate fares and deliver smarter routing capabilities. Circuit's tech team has continued to grow, improve and roadmap new features and enhancements for 2023 and 2024.



Current version of the mobile app in Hollywood, including ADA request option, 2023

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Circuit was able to integrate fares and user payment profiles into the app in March 2021 when the service went from fare-free to $1, and again in March 2022 with the $2 fare increase.

More details, including a deeper dive into Circuit's Technology is available in *Section B3.5 Technological Capabilities*.

B1.2.4 Timeline

With robust infrastructure already in place such as experienced Hollywood Management, Supervisors, Driver/ Ambassadors, support from local Corporate staff, vehicles and maintenance, parking and charging, Circuit can seamlessly transition from existing services in Hollywood to this updated program. CIrcuit has direct access to the manufacturer and can add additional vans (beyond the current pilot with vans), within 30 days. Currently the Sun Shuttle program has been extended through July 2, 2023. Circuit is comfortable committing to operate the new service starting on, or if needed, prior to the existing contract ending.

B1.2.4 Project Team and Organizational Chart

Project Team Qualifications

Partner/ Project Manager - Jason Bagley - Jason is a National Partner at Circuit, has over 12 years of experience operating similar services in South Florida and would be the primary contact for this program. He controls all South Florida operations and comes at no cost to the City of Hollywood. Jason currently oversees Circuit's national fleet operations for 190+ vehicles and our operations with 60+ vehicles in Palm Beach, Broward, and Miami counties. Jason has been operating 100% electric shuttle services in Broward County since 2011 and with his fleet expertise spends time consulting the GEM corporate technicians on vehicle diagnostics and new solutions. He will be the lead in preparing for and launching operations and will oversee local managers during operation, oversee ongoing maintenance, and coordinate any changes to service such as service expansion. He has been an integral part in launching service in several markets, as well as assisting in managing operations across the country and focusing on national quality control. Before joining Circuit in 2012, he worked as a Regional Manager for a full service National Parking and Transportation Company. He received his BA in Communication from Florida Atlantic University. Jason is based in Fort Lauderdale and is active in the community.

Public Partnership Manager - Alana Wortsman - Alana brings 13 years of experience in the nonprofit sector, helping to create more sustainable communities. At Circuit, she now helps manage the public-private partnerships in South Florida. Alana works with current service cities on community engagement, events, public affairs, grant opportunities, and marketing materials. Alana was born and raised on Long Island, NY and has a Communications degree from SUNY Oneonta. Alana now resides in Hollywood, FL as her place to call home. For fun, you can catch her riding her bike down Hollywood Broadwalk or running with her dog along A1A.

Regional Manager - Camille Santiago - Manages hiring, onboarding and scheduling for all South Florida operations and comes at no cost to the City of Hollywood. Camille currently oversees and schedules roughly 35 managers, supervisors and drivers in Palm Beach and Broward counties only. Her background

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is Community focused relations with experience in transportation related industry. Manager and shift supervisor (explained below) onboarding is crucial to service success and having a dedicated manager with experience in multiple locations but at the same time hyper-focused in one area is crucial.

Area Manager - Bob McCure - Bob is currently an Area Manager overseeing all day to day operations of Circuit's Broward locations. Bob has been with Circuit since 2015 where he started as a driver in Fort Lauderdale. His positive attitude, attention to detail and effective leadership has paved the way for several promotions over the years. Today, Bob manages Fort Lauderdale, Pompano Beach and Brightline Ft. Lauderdale locations and teams. Bob has used his experience in recruiting to successfully build and retain teams which has produced several supervisors and future location managers to keep up with company growth opportunities. Bob was born and raised in Plantation and now calls Fort Lauderdale home.

CEO / Co-Founder - Alex Esposito - Started on a hunch that shared, electric rides would help alleviate parking congestion at the beaches, Circuit (formerly The Free Ride) has evolved into a last-mile mobility solution that's embraced by cities across the US. He has 10+ years of experience in on-demand electric micro-transit services. Prior to Circuit, Alex worked as a consultant for Accenture (NYSE: ACN) and in marketing for Vistaprint (Nasdaq: CMPR). He holds a BS in Finance and MBA from Bentley University. Alex has been a featured contributor at Smart Cities NY, LA CoMotion, 20-20 Cities Boston, South Florida Safe Streets Summit, Urban-X and LACI. He's been recognized as a Forbes Next 1000 Entrepreneur and a Association for Commuter Transportation (actweb.org) 40 under 40 award recipient. Alex is based between Circuit's Fort Lauderdale Office.

COO / Co-Founder - James Mirras - Oversees all national operations and will work closely with Jason Bagley to plan and set up operations, hiring processes, tech improvements, reporting processes, metrics, and any additional requests of the City of Hollywood. James is the head of Operations and Finance. He has a total of 10+ years of experience in transportation services similar to those requested by this RFP. Beginning in 2011, James started the Hamptons Free Ride (now Circuit) operations in East Hampton, Southampton and Montauk, NY. His attention to detail, people skills, and strong work ethic helped create a solid foundation that the company has been able to grow from. James moves between the company's locations, focusing on business development, management training, vendor relations and overall strategy. James received his BS in Finance from University of Florida. After graduating in 2009, he worked for Morgan Stanley (NYSE:

Transportation Development Coordinator - Isabella Downes - Isabella is a Transportation Development Coordinator at Circuit, supporting sales and partnership teams to launch on-demand 1st/last mile mobility solutions. Isabella has 5+ years experience working to drive innovation between public and private entities. She has launched over 10 micro-transit services that are meant to act complementary to existing transit infrastructure or as stand alone services in light of no other transit options. Isabella has published two studies exploring transportation access in various US cities and the impact access has on socioeconomic development. Isabella holds a BA in Public Relations from Wayne State University and an MA in Sustainable Urban Development from DePaul University. In addition to her role at Circuit, Isabella serves on the Young Professionals in Transportation- NYC Board as the Director of Programs Co-Chair. She is very passionate about solving complex transportation justice issues.

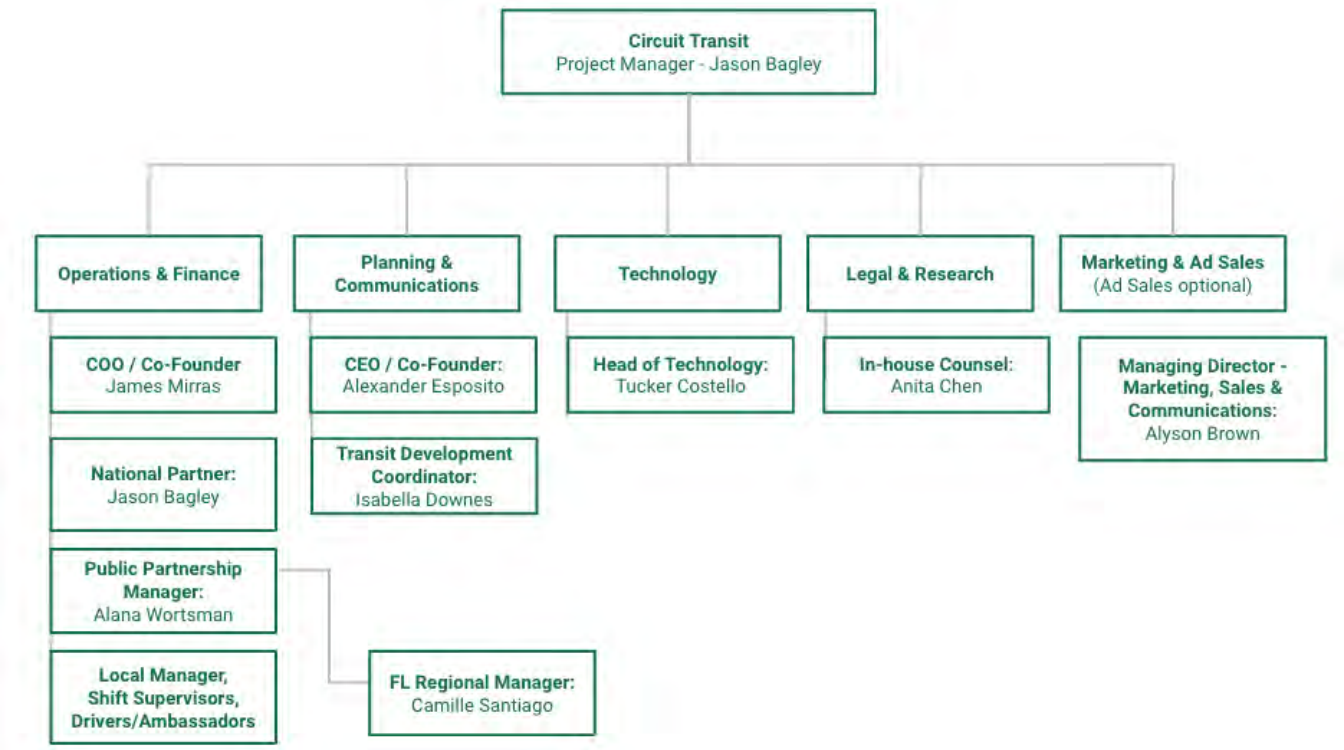
Head of Technology - Tucker Costello - Tucker is the Managing Director, Internal Development for Circuit. He handles internal business and technical development. He has over 5 years of experience in transportation services similar to those requested by this RFP. He handles new app deployments,

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including testing and ongoing support. He works closely with our operations teams to incorporate partner, driver, and rider feedback from our locations to ensure a seamless experience throughout our platform with timely and relevant updates. Tucker holds a BA from Skidmore College. Over a decade of hands-on hardware and software implementation has given him a deep understanding of how technology enhances our work. Tucker would handle the location deployment within the mobile app, testing and coordination with operations staff, handle features requests, and lead ongoing testing and technical support.

In House Counsel - Anita Chen - is counsel for business development. Anita received her BS in Finance and Marketing from New York University and her JD from Touro College Jacob D. Fuchsberg Law Center. Prior to law school, she worked at Bankers Trust Company in New York City as an associate in their commercial paper department. As a lawyer, she worked for LeBoeuf, Lamb, Greene & MacRae as a litigator representing clients including Lloyd's of London, Prudential Financial and Barneys New York. After several years in the private sector, Anita joined Manhattan Legal Services representing low-income residents in New York City. She now counsels for many small-businesses including taxi medallion companies, real estate holding companies, bars and restaurants. Anita has been with Circuit since 2018.

Organizational Chart



B2. Environmental & Sustainability Benefits

We understand and appreciate the City's desire to implement environmentally friendly services to the

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community. With the Sun Shuttle, Hollywood was a first-mover in Florida as it relates to deploying electric vehicles into public services. With the current Sun Shuttle program, Circuit and the City are currently helping to avoid over ***9 Metric TONS of GHG emissions per month.***

Circuit applauds the City of Hollywood for its committed, forward thinking and dedicated approach to solving last mile, congestion, and emissions challenges and the strong commitment to a sustainable fleet. Circuit remains committed to using only 100% battery electric vehicles. The vehicles are ideal vehicles for short-range, sustainable, about-town transportation and Our 100% electric fleet exceeds the RFP's specifications for "environmentally friendly and sustainable vehicles".

Fortunately, impact is inherent in the service we offer. The more shared rides that we provide, the more emissions and vehicle miles traveled (VMTs) are reduced. There will be a heavy emphasis on ridership and we will measure success based on metrics including but not limited to: total ridership, riders per ride, riders/hour, jobs created, connections to transit, customer experience, and GHG emissions reduced. High ridership shows us that riders are happy, the service is priced effectively and the design meets the needs of the community. High ridership also reduces the Cost Per Rider (CPR).

Single Occupancy Vehicles are bad for Cities. Circuit hopes that this program will continue to demonstrate how eco-friendly, shared and sustainable programs can help reduce the need for single occupancy vehicles (SOVs), promote ridership on existing Transit, create jobs and reduce commuting costs, GHG emissions and VMTs. Electric first/last-mile micro-transit is a great option for all types of communities and has proven to be a success in Hollywood. Tracking the environmental benefits will be a priority moving forward and will help to unlock more funding from upcoming environmentally focused grant programs. Circuit has been fortunate to receive grants for environmental reasons including but not limited to our programs with NYSERDA, Clean Mobility Options Grants (CMO), CARB Funding (California Air Resources Board) and others.

Circuit will track greenhouse gas emissions and tailpipe emissions reductions. We can provide estimates based on projections for vehicle miles traveled and FHWA and EPA metrics and constants for average vehicle miles per gallon by vehicle type and carbon constant for gasoline fuel. We can also generate these based on a shared ride model including ridership, average trip distance, and FHWA and EPA constants and metrics.

B3. Vendor / Contractor Capabilities

B3.1 Background on Circuit

Circuit has enjoyed working with the City of Hollywood since 2019 to launch and operate the Hollywood Sun Shuttle. With over 11 years of experience, Circuit has established itself as a national leader in the on-demand, first/last-mile transportation industry and an experienced operator of fleets of EVS and NEVs. We have a currently existing fleet of 13 electric vehicles, and a team of 19 EV trained and W2 paid employees in Hollywood. Additionally, we have a corporate team already in place in Hollywood, Florida with expertise in national operations, marketing, advertising sales, technology, reporting, and expansion.

Our corporate team has extensive experience in planning, designing, implementing, reporting, and maintaining NEV micro-transit programs and has operated programs similar in size and scope to this RFP, including fare-based systems. Our high customer satisfaction ratings and high demand are a testament to the superb customer service provided by our driver ambassadors and management.

Circuit prides ourselves in closing first / last mile gaps and providing an enjoyable and safe rider experience. This encourages riders to avoid using single occupancy vehicles or private rideshare services that add congestion and pollution, as we have seen in Hollywood since the launch of Sun Shuttle. Specifically, Circuit has been the most successful in:

1. Connecting riders with local destinations including local businesses, restaurants, nightlife, transit, and parking
2. Encouraging ridership and ridership on other forms of transit
3. Forming public private partnerships (PPPs) with cities, developers, entertainment and sports complexes, and local agencies to craft services for hyper-localized coverage areas
4. Building local, trained, w2 and background-checked teams that maintain a level of quality control and understanding of the area creating an enjoyable customer experience.

B3.2 General Company Information - CONFIDENTIAL

General Information

Within the last five years, Circuit has operated similar on-demand shuttle services using all-electric vehicles in Florida under contract with government entities, including City of Hollywood, City of Fort Lauderdale, City of Pompano Beach, City of Wilton Manors, West Palm Beach Downtown Development Authority, and Palm Beach County Convention Center. We have a current service contract with Brightline Trains. We have also privately funded services in Miami, Pompano Beach, and Palm Beach Gardens. Circuit also has experience with FDOT funding requirements.

- **Business Name:** Circuit Transit Inc. (wholly owned Subsidiary of TFR Holdings Corp)
- Corporate Headquarters: 777 S Flagler Drive, Suite 800W, West Palm Beach, FL 33401
- Phone Number: 646-504-3733
- Website: www.ridecircuit.com
- Corporate Employees: ~32 Full Time
- Driver Ambassadors: ~360+
    - Full Time: 159
    - Part Time: 154
- Professional Staff: Circuit has 92+ employees working in Broward County, with 19 in Hollywood. Circuit has a total 164 South Florida employees.
- Employee Retention: (Quarterly Avg): ~94%+
- **Local Hollywood Address:** 2031 Harrison St, Hollywood, FL 33020 Circuit has a current office in Hollywood Florida. If selected for the next iteration of the Hollywood Sun Shuttle service, Circuit will use the local office at Buro at 2031 Harrison St, existing vehicle charging and parking at Circ Residences/ Publix garage at 1780 Polk St and at Costa Hollywood Beach Hotel at 777 N. Ocean Dr. Additionally, Circuit has a nearby regional office at 501 E. Las Olas Blvd, Suite 200, Fort

Lauderdale, FL 33301.Circuit has a Corporate office at 777 S Flagler Drive, Suite 800W, West Palm Beach, FL 33401

- **Business Incorporation Date & Location** Circuit has been operating in Florida since 2011 through its wholly owned subsidiaries Eco Cab LLC and South Florida Free Ride LLC. Eco Cab LLC and South Florida Free Ride LLC were organized and formed in the State of Florida in 2008 and 2012 respectively. As a part of the restructuring of the companies, Circuit Transit Inc was incorporated in 2018 in the State of Florida acquiring Eco Cab LLC and South Florida Free Ride LLC. Circuit Transit Inc, previously TFR Transit Inc, is a wholly owned subsidiary of TFR Holdings Corp, which is incorporated in the State of Delaware.
- **Local Business and Legal Status** - Circuit Transit Inc is a C Corporation incorporated in Florida. Circuit Transit, with its affiliated operating companies, has been operating in Florida since 2011. Circuit is a local business with current operations in Broward County in nearby communities including Pompano Beach, Fort Lauderdale, and Hollywood as well as a partnership with Brightline. Circuit operates over 40 on-demand micro-transit services across the US. Circuit is the operator of the Hollywood Sun Shuttle, Pompano Beach Circuit, West Palm Beach Circuit, and Brightline+ shuttle services.
- **Business Licenses, Permits & Certifications** Circuit has all required documentation in place to operate the services described in this RFP in the State of Florida and has operated similar services in Broward County.
    - EIN: 82-4586300
    - DUNS: 117547537
    - US DOT: 3562459
- **State of Florida, Applicable Code & Regulations:** Circuit is fully licensed and certified in the State of Florida at the time of submittal for the type of goods/services to be provided. Circuit understands the regulatory requirements for the services to be provided and has met them for other city contracts. Circuit can meet these requirements and will adhere to all applicable code regulations at the Federal, State, and City levels.

Primary Contact Person: Jason Bagley, Partner, National Operations - jason@ridecircuit.com - 305-494-1612

Additional Points of Contact :

- Alexander Esposito - CEO & Co-Founder - alex@ridecircuit.com
- James Mirras - COO & Co-Founder - james@ridecircuit.com
- Isabella Downes - Transit Development Coordinator- isabella.downes@ridecircuit.com 734-478-4732

Business Structure, Parent Company and Subsidiaries

Circuit Transit Inc. is a wholly owned subsidiary of TFR Holdings Corp.

Eco Cab LLC and South Florida Free Ride LLC are wholly owned subsidiaries of Circuit Transit Inc.

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Evaluations and Reporting

Staff Evaluations

Circuit conducts regular management and staff performance reviews on a quarterly basis. During these sessions, we encourage the staff to also share their evaluation of the program and ways to improve service. We hire locally - our staff are part of the community they are serving. Their input and expertise is valuable, and we encourage this feedback loop. Managers also conduct monthly ride-alongs with drivers, providing an additional touchpoint for evaluation, feedback, and training.

Leveraging Data to Improve Performance

We use the data we collect to continually improve our services and increase system efficiencies and quality. We analyze this data to make operational improvements - not just for reporting on performance. That ensures continued improvement through real-time changes combined with the operational management structure Circuit puts in place. For more information on how we use data to improve our services and our technological data capabilities, please see Section B3.5 Technological Capabilities.

Other Reports - Maintenance, Customer Service

Circuit can provide other reports and updates as needed by the City and can include these in regular monthly reports as well. Circuit uses fleet management software to maintain logs and important information about its fleet status and maintenance. Our internal team manages and logs customer service and feedback. We also can include spatial mapping, such as the report below.

Current Projects:

Circuit has experience operating electric micro-shuttle operations in 40+ locations across 9 states, including:

Florida Services
Hollywood
Pompano Beach
Fort Lauderdale
Wilton Manors
West Palm Beach
Palm Beach
Miami
Brightline+ (Fort Lauderdale, West Palm Beach, Miami stations)
Gardens Mall (Palm Beach Gardens)
The Ben Hotel

California Services
San Diego
Santa Monica
Marina del Rey
Venice
Culver City
Huntington Beach
Inglewood
SoFi Stadium (NFL games, Super Bowl)
Chula VistaLong Beach

New York Services
New Rochelle
Williamsburg (Brooklyn)
East Hampton
Southampton
Montauk
Amagansett
Hauppauge Industrial Park (Clean Air NY Pilot)

New Jersey Services
Asbury Park
Belmar Shore

Texas Services
Dallas
West Dallas
Austin
Houston

Other State Services
Boston, MA
Plymouth, MA

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Circuit has been fortunate to work with a number of cities and private clients on many micro transit projects that are similar to the services being described in the RFP. To learn more about our past project experience please reference *section B5.2 Past Project Experience*.

Experience, Awards and Recognition - Circuit has been fortunate to work with, learn from, and be recognized for various Micro-Transit Initiatives around the US. For more information on Circuit's Experience, Awards and Recognition, please see *Section B5.1.3 Micro-Transit Operations Experience*.

Experience with Drivers, Hiring, Training, Performance - Please see more information about Circuit's experience with a W2, employee driver workforce in *Section B3.7 Driver Capabilities*.

B3.3 Financial Capabilities - CONFIDENTIAL

As shown by its experience in Hollywood, FL, Circuit has the financial capabilities to run, manage and scale this program. Circuit recently raised a Series A round of financing that was lead by Tribeca Venture Partners with additional investments by CitiBank[3]Impact Engine, Los Angeles Cleantech Incubator (LACI)'s Impact Fund and has previously received investments from notable investors including Urban-X, Third Sphere and the BMW Mini Group of North America.

Circuit would be happy to provide more detailed evidence of our financial capabilities upon request. For general guidance, Circuit's 2022 Annual Revenue: ~$15.5M USD

B3.4 Revenue and Funding Capabilities

B3.4.1 Advertising Capabilities

Circuit is able to continue to offer third party advertising as an additional revenue option. Circuit currently offers a revenue share of advertising sold and executed on the service, and will continue to do so to lower the cost of the service for the City of Hollywood. Circuit has a successful history of planning, selling, and executing advertising campaigns for a variety of local and national advertisers with the City of Hollywood. The brand has a clean track record and is recognized as a reputable transportation company as well as a dependable media vendor. Advertising options include exterior vehicle wraps, interior digital displays, email/social campaigns, and product sampling.

Circuit's in-house ad-sales team has 45+ years of combined experience designing, planning, selling and executing transit media campaigns. This advertising program can also help to promote local businesses, as we've seen by working with groups like Billy's Stone Crabs, Ritas, and the Hollywood Golf Course.

We see advertising as a way to reduce costs and provide a fun and engaging experience for the riders. We have found that brand sponsors improve the rider experience and the methods Circuit uses to advertise on behalf of its advertisers can also be used to market its services to future riders. Circuit has found that

[3] https://www.prnewswire.com/news-releases/circuit-raises-11m-series-a-to-expand-ev-shuttle-business-301619296.html

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our parameters around appropriate ads align well with those of our partners, and the City would continue to have final say on what advertisements are allowed and what would not be permitted. Any advertiser and specific content would be submitted for City approval.

Based on our confidence in securing advertising partners, Circuit has included a guaranteed discount to the City as further detailed in section B.10.

Some examples of past campaigns are included in the images below.



Local businesses advertising on Circuit vehicles in Hollywood, FL.

B3.4.2 Fare Revenue Capabilities - CONFIDENTIAL

Circuit has experience operating fare-based services in Hollywood, FL. In 2021 Circuit implemented a low-cost fare into the Hollywood Sun Shuttle program. The $0 service moved to $1 and Circuit saw the total ridership continue to grow, despite the increase. Upon further investigation, Circuit learned that the lack of impact on demand caused by the fare was largely due to the large increase in TNC prices in the area. In this example, the average TNC fare was over 4X higher, for rides starting and ending in the area. Furthermore, the team found that fares had an impact in reducing cancellations from riders and therefore led to a more efficient system that moved more riders. This fare model has worked well and Circuit has regularly reported on these fares and used them to reduce the cost of the service to the City of Hollywood.

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Circuit's technology includes capability to charge fares on a flat fee basis as well as dynamic pricing, discount codes, and group rates. We have tested and proven technology, policies, and programs for offering fare-based programs. Our mobile app can accept payment via debit, credit, and prepaid cards. The application has the ability to charge a fee for service and has security in place to store encrypted credit card information via a third party integration with Stripe.

For this program, Circuit will offer a flat fare of $2, keeping the fares consistent with how they've been structured in the past. Circuit has the ability to adjust this fare as needed, at the request of the City.

Circuit can also "sell" promotional or access codes to local businesses so that they can prepay fares for employees and or customers. This approach can be useful in getting more financial support from the local business community and aligns with the City's goal to make the program more financially sustainable.

As part of the alternate options in Alternate Option C, Circuit has mapped out how increasing the average fare to $3 would impact the net cost of the service. Circuit, if the City is interested, can build a program that automatically adjusts fares based on the zones traveled to and from. For example, it might be $4 to go from Zone 3 to Zone 1, but only $2 to travel within a zone. Using this approach can increase the average fare collected per rider across the system. We can also cap the total fare per ride so adding additional riders will be less expensive than the first one.

B3.4.3 Grant Sourcing Capabilities

Circuit prides itself in our ability to help our partners source funds for initial launches, service expansions and to pilot new zones. Now, more than ever, grants are available to implement sustainable micro-transit systems that provide equitable and accessible transportation options that give way to environmentally forward thinking solutions. Our team, as we discover appropriate grant opportunities, will bring possible funding solutions to the City. Circuit has successfully secured grants and/or worked with Cities on grant programs in NY, CA, NJ and FL. Circuit has also been selected for and awarded grants from the State of California and State of New York with its municipal partners, including a recent Clean Mobility Options grant in 2021 and Clean Transportation Challenge Planning Grant for Electric Mobility in 2022.

B3.5 Technological Capabilities - CONFIDENTIAL

Circuit's custom proprietary mobile app for requesting rides available for Android and iPhone is available in both English and Spanish, with the ability to add additional languages to the platform as needed.

Website: www.ridecircuit.com
Apple: https://apps.apple.com/us/app/ride-circuit/id988052033
Android: https://play.google.com/store/apps/details?id=com.thefreeride.rider

Circuit has developed its technology over the past 11 years and has built the technology with a variety of features that can be turned on and off, depending on the coverage area. Some of these features include approaches for smart spot locations vs fully on-demand, a pooling algorithm to maximize the utilization of the vehicles, dynamic fare models with flexible pricing and discount options, ADA accessibility and request features, Spanish language options, ratings and reviews and a number of other features. As the City is aware, our features have been built using feedback from riders, drivers and customers, utilizing the data generated across millions of rides. Since launching the Sun Shuttle service, we've introduced multiple new

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versions of the app every year and continue to strengthen our roadmap of new features and options. This process is ongoing as we consistently strive to create the best user experience for our riders and partners.

Riders have consistently rated our services very highly, both in internal and external surveys as well as the app stores. We have a 4.8 rating on the App Store and a 4.5 on Google Play (out of 5 stars), distinguishing us as the highest rated service on the Google Play Store compared to other micro-transit and rideshare services. We are committed to excellent customer experience and long term success, and our customer service team replies to all reviews in the app stores.

The app is designed specifically for running and managing these types of on-demand, last-mile EV shuttle services and has been built and optimized based on data gathered from over 5M rides along with rider and driver feedback. Our user app is complemented by our driver facing app and management dashboard - a technology suite that we built specifically for our neighborhood electric vehicle operations. Circuit owns the app, all of the data, and can provide robust data reports, often limited by firms using white-labeled solutions. This further allows the team to make customized adjustments as needed by the City. Our ability to collect, record, clean and present data is always improving as we believe data is a key factor in providing an excellent standard of service. Circuit has recently partnered with Snowflake to create new databases that will allow for faster reporting, more flexible data analysis, and better visualization of data. If selected, Circuit looks forward to sharing these new capabilities with the City.

Our dynamic pooling feature has resulted in **30%+ increases in ridership** using the same number of cars and operating hours. This is true when we **measure against our own services** (turning pooling on and off) and **also true when compared to other operators nationally**. Pooling not only increases ride efficiency, it also decreases traffic, emissions and cost-per-rider, where we've proven to be more effective than other service operators.

Unlike many white label solutions, Circuit owns its technology and is able to quickly and flexibly make adjustments and improvements. We are constantly improving the service and adding new features, which would continue to be available to the City at no additional cost.

As with other local operations, Circuit can adjust the service territory, hours of operation, and other factors in a timely manner during the planning or implementation stages as needed - such as adding new service territories, adjusting temporarily for special events, adjusting seasonally, adjusting fare, piloting new zones etc. We also have a system in place for notifying riders of any changes to service, including in-app messaging such as updates to safety protocols and emergency conditions (hurricanes, flooding, etc).

B3.5.1 Ride Request App

Circuit has a custom mobile application available for iOS and Android phones where rides can be hailed within a geofenced zone. This application is a fare-integrated service model and is very user-friendly. Within the app, the user can see information about the service, add payment methods, see the coverage area map, select their desired pick up and drop off within the geofenced coverage zone, input number of riders, and request a ride. They are shown the estimated wait time, the location of the assigned car while on its way, and are alerted when the driver is close. After their ride, they can give a rating. Drivers receive notifications of the requested rides.

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The service territory is a geo-fenced coverage area that ensures rides can only be requested and completed within the service territory. Our team makes sure that these geofenced zones include exactly the territory desired and that riders can make a request anywhere within this zone. We can also exclude roads and highways with speed limits higher than 35ph within this zone to ensure vehicles are not dispatched to areas where pickup is not possible due to speed limits.

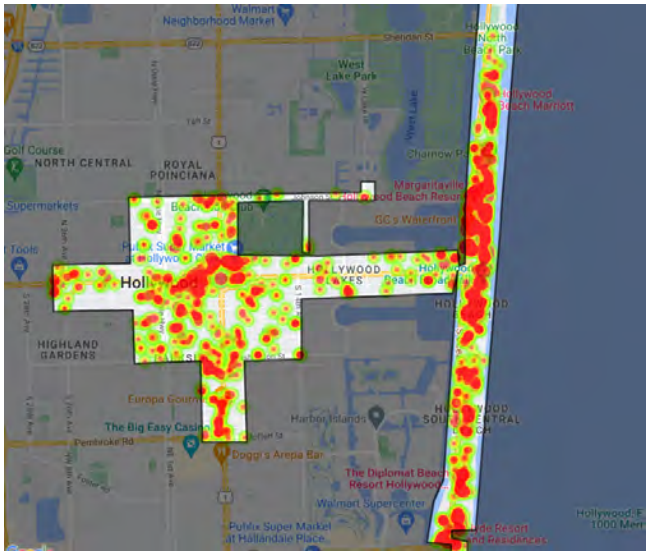
Key Advantages of the App

- On-Demand;
- Ability to add pre-determined Smart Stops to reduce wait times in larger zones
- Data Tracked for Ridership, Reporting, Heat-mapping & Management purposes;
- Ability to notify riders of service disruption through multiple avenues.
- Ride pooling to reduce congestion and wait times.
- Fare Collection features with Discount Code Options
- Driver facing capabilities to communicate with riders via text and call prior to boarding the vehicle

Circuit is working on several integration projects and can work with the City and County to integrate the Circuit rider app with other transportation applications, including applications that might be introduced with the upcoming fixed route community shuttles.

B3.5.2 Driver App Capabilities

Circuit's driver app and proprietary dashboard is used to manage drivers and generate reports. Each of our drivers is provided a company phone to see ride requests, safely communicate with management and riders, and optimize routes. Our operations and technology teams work closely together to test new features and updates and fix any issues that arise. Our hailed ride feature enables drivers to track non-app-based requests through the driver app. With our pooling feature, multiple rides are able to be assigned to a driver and are viewable in a queue format to the driver. Circuit can work with the City for any desired technology integrations, and can provide any necessary performance and data reporting.



Ride request heat map from Hollywood Sun Shuttle Program

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B3.5.3 On Demand Coverage Zones and the Smart Stop Approach

For point-to-point service, a rider can go to and from any location within a geofenced coverage zone, typically focused on a small, localized coverage area. As mentioned in our alternative options, a capability of our technology includes the ability to set up a smart stop approach. The smart stop approach allows the rider to go to and from any predefined smart stop within a specified coverage area. A smart stop could be a predefined location at a school, transit hub, affordable housing community - or these could be spread throughout the community every few blocks, for example. We believe the smart stop approach is beneficial when covering larger service zones

Circuit is flexible and able to adjust service before and after launch of services. As data comes in, Circuit can work with the City and the community to fine tune the service to best support the community shuttles in each zone. Please see below for a sample of proposed smart stops by zone.

MTZ-1 Smart Zone Stops

- The Diplomat Beach Resort, 3555 S Ocean Dr.
- Harry Berry Park, 301 Azalea Terrace
- Arizona Street (By Taco Shack, across from Billy's Stone Crab)
- Charnow Park , 300 Connecticut S.
- Hollywood North Beach Park, 3601 N Ocean Dr.
- Walmart, 2551 E Hallandale Beach Blvd

MTZ-2 Smart Zone Stops

- Young Circle
- Publix, 1740 Polk St.
- Washington St.
- Hollywood City Hall, 2600 Hollywood Blvd.
- 930 S 26th Ave.

MTZ- 3 Smart Zone Stops

- Publix Supermarket at Hollywood Mall, 3251 Hollywood Blvd.
- David Park Tennis Center, 510 N 33rd Ct.
- Broward County South Regional Courthouse, 3550 Hollywood Blvd.
- Orangebrook Golf & Country Club, 400 Entrada D.
- Bob Butterworth Park, 5202 Washington St.
- Memorial Regional Hospital South, 3600 Washington St.
- Washington Park, 5199 Pembroke Road
- Harrison & S 56th Ave
- Sal Oliveri Veterans Park, 4701 Tyler St.

B3.5.4 Using Data to Steer Service Operations

Circuit has 4+ years of information from our other shared, on-demand, electric shuttle services, allowing the team to utilize data from the Sun Shuttle, as well as other nearby Broward County operations and other comparable operations around the country. Consideration taken when forecasting ridership:

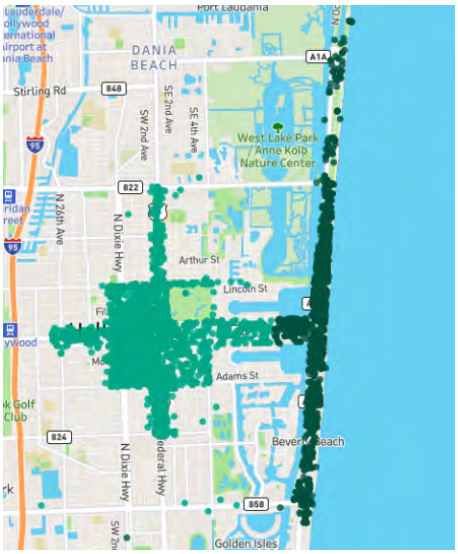
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- Size of the Coverage Area
- Hours of Operations
- Marketing to grow ridership
- Input from local stakeholders
- Performance of Comparable Programs
- Other transportation in the area

While our data, local outreach, analysis, and research provide valuable insights month over month, we understand there will be unknowns and that we must monitor data and work closely with local stakeholders to make sure that we continuously adjust and improve the service to make sure it's set up for long-term success in the City of Hollywood, as we have done since Sun Shuttle's 2019 launch. We have refined our approach and recommendations in close coordination with City and CRA officials.

Circuit's Data Dashboard, Analysis and Expanded Features

Since starting the program in 2019, Circuit has delivered monthly data reports to the City of Hollywood. By leveraging data from upwards of 17,000 transactions in a month, we've developed a healthy data set that provides information on top pick up and drop off locations, insights into ridership broken down by service hour and day, and the ability to monitor ridership growth throughout the service's lifetime. The system has also gone through numerous updates over the years and we're proud to share that in the last 3 months we've built a relational database that integrates numerous data sets to help with data visualization, analysis and reporting. If selected for the next phase of the Hollywood Sun Shuttle program, Circuit now has the ability to add additional licenses for our City partners. Our ability to collect, record, clean and present data is always improving as we believe data is a key factor in providing an excellent standard of service. Circuit has recently partnered with Snowflake to create new databases that will allow for faster reporting, more flexible data analysis, and better visualization of data. If selected, Circuit looks forward to sharing these new capabilities with the City. Our next iteration of data reporting is a great value add for operations and transportation planning, this dataset can be a particularly valuable asset for the Cities long term urban planning initiatives.



There are examples of updated data reports in **Appendix 2**, below.

Pictured here is an example of the new zone-based analysis and heatmaps that have already been built.

B3.6 Vehicle Capabilities

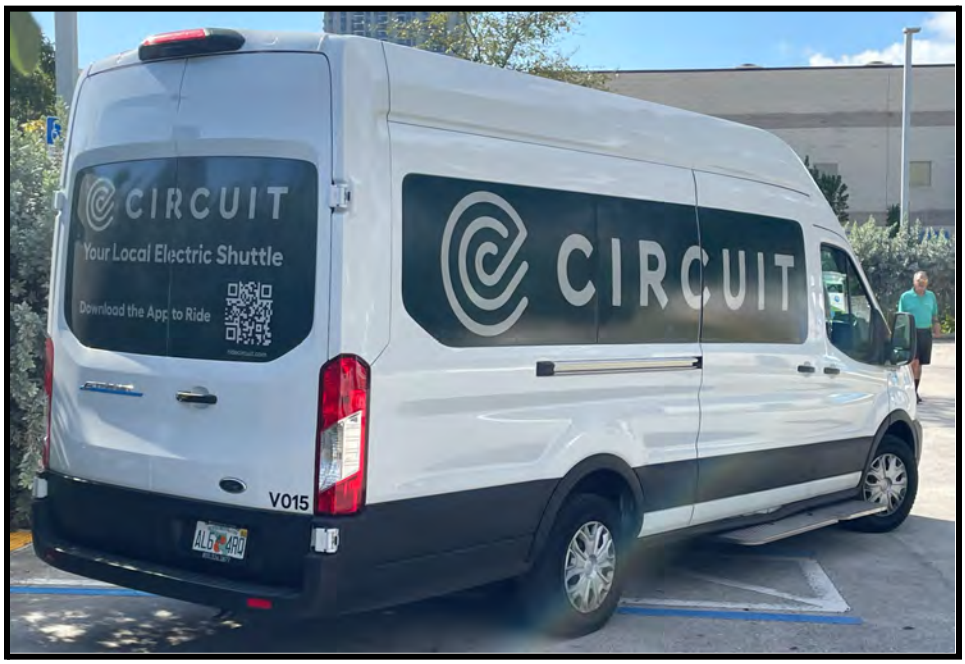
In line with the RFP's desire to have a sustainable fleet, Circuit proposes to use the currently existing GEM E6 all-weather, 100%-electric cars from Polaris Inc and Ford E-Transit EV vans.

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Sea Turtle Nesting Season Artwork on GEM Neighborhood Electric Vehicle

Neighborhood Electric Vehicle (NEVs) Circuit will continue to use GEM E6 all-weather, 100%-electric cars from Polaris Industries. The slim and efficient design reduces interference with traffic and decreases passenger load time. The cars are ideal for short-range, about-town transportation. The cars are easily kept clean and are outfitted with comfortable seats, ample legroom, fans, 3-point seatbelts, cargo space, and a friendly, local ambassador/ driver. They include all-weather options, and Circuit operates these vehicles in South Florida markets year-round. The car's design is fun and inviting in nature. Hollywood Sun Shuttle riders have responded very favorably to these vehicles.



Ford E-Transit Electric 13 Passenger Van

Ford Electric Passenger Van There are a number of electric passenger van options that Circuit has used in other markets. There are OEM options as well as conversion technology options. Circuit has directly used Lightning Systems and Maxwell converted electric passenger vans. They are ideal for roads with speed

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limits above 35 mph, programs requiring higher capacity, suburban trips, and can be outfitted for ADA accessibility.

ADA Service Vehicles

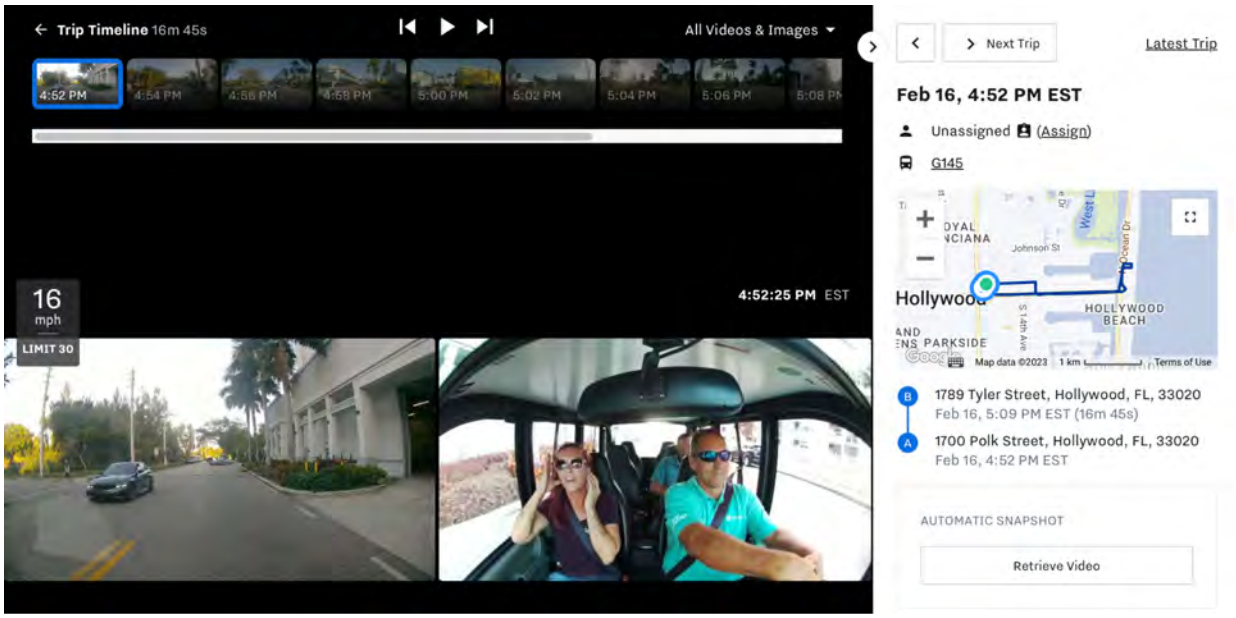
We are able to offer one (1) Ford E-Transit EV Van which offers a full automated lift and the ability to secure wheelchairs within the vehicle, and 8 total seats (as opposed to the usual 12, + driver).

Additionally, we are able to offer one (1) WAEV (Formerly Polaris) GEM e6 ADA vehicle which offers a full, fold out ramp and the ability to secure wheelchairs within the vehicle, and 4 total seats (as opposed to the usual 5 seats, + driver). Circuit is pleased to offer this vehicle to the City at no additional cost, as it is a part of the existing Hollywood Sun Shuttle existing fleet.

Samsara AI Dash Cameras

Circuit has recently installed Samsara AI bi directional Dash Cameras in the entire fleet of shuttles in Hollywood. These cameras use computer vision to analyze the road and driver behavior in real-time—making it possible to detect distracted driving and even warn drivers of an impending collision, helping prevent accidents before they happen. Any incidents of distracted driving or harsh braking events trigger an alert to “watchers” of specific vehicles. This group includes direct local management, Regional and Corporate Management.

Circuit Management staff can view real time video and still views of the interior and forward facing exterior view of the entire fleet at any given moment. For any incidents the footage can be viewed and saved to determine fault of any accident.



Samsara AI Dash Cam dashboard with both views, saved footage and trip details including trip route, duration and pick-up and drop-off locations.

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B3.7.1 Vehicle Maintenance Capabilities

Our in-house mobile service maintenance technicians are able to quickly respond to needs, and also adapt vehicles for the market. Vehicles are regularly maintained using rigorous checklists created in conjunction with the vehicle manufacturer. Typically, vehicles are inspected every 4,000-5,000 miles and the condition of filters, brakes, etc. are tracked and replaced accordingly. Additionally, data is shared about the cars' performance in order to forecast future maintenance needs. As it does with ridership, Circuit takes a proactive approach to planning future needs.

Each vehicle within our fleet has a unique ID. Our operations team tracks vehicle characteristics and status through fleet management software and communicates this status to Regional Management and other corporate team members through shared documents and project management software. These characteristics and status include driver vehicle check forms, current and pending advertising campaign information if any, maintenance records, assigned operating location or special event, mileage, as well as general information such as color, make, model, year, features.

Drivers check vehicles before and after each shift and fill out a vehicle check form. They perform cleaning duties before, during, and after their shift. Any issues are noted and reported to local managers, who coordinate maintenance and repairs. We have trained and certified maintenance staff in each operating region, and would train a local maintenance team in Fort Lauderdale to manage regular and ongoing maintenance for local operations, with manufacturer certification for the vehicles in use.

B3.7 Driver Capabilities

Circuit has a robust hiring and training program backed by standard operating procedures, driver manuals, and emergency and health & safety plans designed to provide high quality customer service through a fun and convenient on-demand service. As now with the current Hollywood Shuttle, Circuit will continue to ensure all drivers meet and follow the required guidelines as required by the RFP.

As the City of Hollywood is aware, Circuit prefers to hire local w-2 Driver Ambassadors from within our service area who have local knowledge and experience. We focus on hiring drivers with high degrees of customer service and professionalism as well as local knowledge of the community, as our drivers are ambassadors for the local community.This model reduces greenhouse gas emissions by keeping workers local and supports the local community by providing jobs. Currently, 14 of our 19 Hollywood Sun Shuttle Drivers are Hollywood residents. You can find further details in the Driver Model section below.

Quality Control is why we have successful operations throughout the country with several locations running for more than 5 years. We focus on recruiting, hiring, onboarding and training service oriented candidates with a strong driver safety record. Along with Driver Ambassadors we employ location Supervisors, Location Operations Managers, Regional Operations Managers and local corporate support. We use several training and monitoring programs including our own admin dashboard (backend of the Ride Circuit app) for a real time look at activity in the field - driver/ ambassador gps location, trip queue, availability status and rider reviews of the Driver/ Ambassador. Samsara AI Dash Cams provide a real look into the individual vehicles. Can record any video clips and alert the supervisor and management teams for any harsh events. Regular feedback and reviews by management to address any areas of concerns and give feedback.

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CIRCUIT

B3.7.1 Driver Model

Each Circuit location has a dedicated team of managers, supervisors and drivers to ensure service performance and Company operational standards. Circuit builds successful, proud teams and focuses on development and retention. Upon award of this contract, Circuit will be easily able to leverage our current driver ambassador team, and as needed, develop and provide a more specific staffing and personnel plan tailored to the final service scope. Please see below for the positions that are staffed to make up Circuit's Driver and Fleet Team:

- **General Manager / Operations Manager:** Full time hired positions (depending on scope). Responsible for day-to-day operations, vehicles and staff. Reports directly to the Region General Manager. Direct reports are Shift Supervisors and Driver Ambassadors. Perform dispatch and customer service responsibilities as needed
- **Shift Supervisor:** Full-time hired positions. On-site at all times during service hours. Perform dispatch and customer service responsibilities as needed. Additional training and responsibilities. All shifts include at least 50% of shift driving in service. Shift reporting and "hand-off" submissions
- **Vehicle & Warehouse Maintenance Manager:** Circuit regional technician licensed and certified. Weekly, monthly & quarterly vehicle maintenance schedule. Direct contact with vehicle manufacturers and systems. Additional responsibilities, response, and reporting requirements as specified in this CFP. As needed, other operational staff may be trained and certified to assist Maintenance Manager with maintenance responsibilities
- **Driver Ambassadors:** Full-time and part-time employees (Circuit hired, W2 employees). Living-wage pay and benefits. Follow Circuit operational policies and local rules for revenue service
- **Driver Staffing:** We first hire a base of full-time, set schedule drivers and then a base of part-time, set schedule drivers. We then hire a smaller group of fill-in drivers who do not have a set schedule but actively work each week to round out the schedule, either picking up any open shifts known in advance and/or fill in on call. We have a combination of longer shifts, allowing time for finishing rides, cleaning their vehicle, and checking out. We stagger and mix in shorter shifts throughout the day based on demand data learned over time to maximize efficiency. Circuit uses shift scheduling software to plan its staff schedules and make the process seamless for employees.

What We Look For In A Driver Ambassador

- Outgoing, Inviting, Friendly
- Local Resident and/or Local Knowledge
- Safe & Responsible
- Customer Service experience
- Team oriented
- Self-Motivated with a focus on development
- Dependability

Driver Requirements

- **Legal:** All Circuit drivers must be at least 21 years of age, have an active driver's license for at least 3 years, and must have a clean driving record with no accidents or tickets.
- **Insurance Clearance:** Background Check: All Circuit drivers must be cleared to drive by our insurance carrier through Motor Vehicle Record and/or Background Checks.

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- **Personality:** Circuit employees are more than drivers. Everyone is an ambassador to both the Circuit brand as well as sponsor brands. We look for motivated, outgoing, excited and responsible employees to represent our brand.
- **Pre-Hire Driver Exam:** Potential hires lastly go through a physical driving exam accompanied by the Operations Manager. The Circuit Pre-Hire Driving Exam is submitted to the Regional GM for final approval.

B3.8 Customer Service Capabilities

Customer Service

One of Circuit's core values is customer experience. Circuit focuses on hiring drivers and operational staff that exhibit excellent customer relations skills and value experience in customer service. We include customer relations as a part of our training program, which includes updates to policies related to safety and responding to rider concerns. We hire locally and prefer drivers that are familiar with the local community to act as an ambassador as well as a driver. We are committed to excellent customer experience and long term success, and our customer service team makes a point to reply to all reviews in the app stores.

Circuit currently maintains a local Hollywood and South Florida workforce of managers, shift supervisors, and driver ambassadors in its operating locations, which are all trained in customer service. Circuit also has a regional manager in place, who manages operational functions such as permitting, maintenance, vehicle procurement, vehicle and driver insurance onboarding, hiring and training across multiple locations to maintain a consistent level of quality and operating efficiency. They are also integral to preparing for and launching new operational locations as well as coordinating new app feature launches. Our local operating and management staff are available during operating hours, which vary by location and are determined in cooperation with local partners.

Training for employees involved in customer service include on-the-job training using pre-existing SOPs and quick reference guides for template responses to a high majority of common questions. This covers training with guidance specific to phone, ride request app, and email inquiries as well as those that might take place in-person. These employees have direct supervisors to reach out to for approval on sensitive topics to ensure compliance. Training is a multistep process that begins with shadowing another employee, hands-on training with supervision, and continued ongoing training.

We have a multifaceted customer inquiry, and contact system, which our staff are trained to use and keep accurate logs. Operational staff are also involved in our local community outreach efforts, including representing the company at local community events. All staff are trained to respond to customer needs and handle any complaints in a timely and courteous manner.

Riders can submit feedback within the mobile application and through the website, email and by phone. Circuit's national corporate team monitors these as well as social media accounts and app store feedback/ratings. The national team will direct users to a local manager if and when needed. We also conduct regular rider surveys to analyze and improve our service offerings.

Our team continually works to make its technology and information about its services accessible broadly to the local communities it operates in. As mentioned in *Section B3.5 Technological Capabilities*, our mobile app is available in English and Spanish. We have bilingual drivers and can include hiring preferences

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for additional language capabilities. We have also created marketing materials in both English and Spanish. Circuit's website and location pages include accessibility features, and our operations staff are trained in providing equivalent service and any additional assistance needed for riders with mobility impairments and disabilities. Our local teams can also assist riders in downloading the app, providing information about the service and the community, and responding to questions.

Historically Circuit has seen driver ratings of at least 4.8/5 stars in all of its markets, and locally has an average of 4.9 over the past two months. Many of our services have a majority senior (65+) ridership who use our services frequently for local trips and errands. Seniors have been strong advocates for our services. Our high ratings and strong local support are a direct result of the positive customer experience created by our drivers.

Circuit will continue to provide updates and reports on Customer Service to the City as needed.

B4. Driver's Qualifications

Hiring Process

Each Circuit location has a dedicated team of local managers, supervisors and driver ambassadors to ensure service performance and Company operational standards. Circuit builds successful, proud teams and focuses on development and retention. We would be able to leverage our existing Hollywood and operational experience and infrastructure to quickly and efficiently continue to staff Sun Shuttle as needed. As the City of Hollywood is familiar, Circuit's drivers are more than just drivers. They act as local ambassadors; representing the city, providing local knowledge and encouraging local business. All driver ambassadors will be provided with a company uniform and name tag.

All Circuit driver ambassadors must be at least 21 years of age, have an active driver's license for at least 3 years, and must have a clean driving record with no accidents or tickets. All Circuit driver ambassadors must be cleared to drive by our insurance carrier through Motor Vehicle Record and/or Background Checks. For this program, we would implement the required background check and provide any needed documentation to the City. As required, we will implement the required FDOT Drug & Alcohol testing. We have identified a Florida based company, Accredited Drug Testing where we would establish a company account for testing. Accredited Drug Testing uses Quest and LabCorp national collection site network.

Circuit will always commit to a local hiring preference in all markets. One of the many benefits of hiring locals include ensuring staff are familiar with the location and can serve as a knowledgeable ambassador. **74% of existing Hollywood Sun Shuttle drivers are Hollywood residents**. As we have done in Hollywood and other markets, along with posting job openings on popular platforms such as Indeed, we can work with local workforce development and job placement centers to source qualified local candidates as is needed by the service or to support any future expansions. Circuit currently has multilingual driver ambassadors in South Florida and is able to include bilingual/multilingual driver ambassadors as a local preference for hiring, if desired by the City.

Driver retention is a factor that the company is proud of- there are happy teams, and advancement opportunities in every market of service. Over the past 12 months we have seen a retention rate of 94% for the Hollywood Sun Shuttle operation. This is the result of the diverse work environment that Circuit

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creates, the camaraderie among employees, the ability to grow, and the enjoyable, safe and fair management.

As described in Section B3.7 Driver Capabilities, Circuit seeks specific driver qualities that ensure safety, professionalism, a focus on customer service, and knowledge of the City as a visitor destination. Circuit employees are more than drivers; they are ambassadors to the local community.

Circuit conducts regular management and staff performance reviews on a weekly, quarterly and annual basis. During these sessions, we encourage the staff to also share their evaluation of the program and ways to improve service. We hire locally - our staff are part of the community they are serving. Their input and expertise is valuable, and we encourage this feedback loop. Managers also conduct monthly ride-alongs with drivers, providing an additional touchpoint for evaluation, feedback, and training.

The management team has access to our proprietary management dashboard to view operations in real-time and regularly monitors the drivers' performance. Circuit will offer these tools and data reports to the project team at the City, to maintain quality control, transparency and monitoring for future improvements. Additionally, Circuit uses scheduling software to keep the team connected, manage shifts, and enable local management to efficiently manage the local team.

B4.2. Training

Driver Training Program

As the City of Hollywood is aware, Circuit employs and trains its operational personnel, including driver ambassadors. Circuit uses its successful developed personnel policies to create a hiring and safety program specific to the unique operation. The process includes hiring, background checks, drug tests, alcohol screenings, initial training, continued training and performance evaluations. We can quickly add drivers and vehicles to our national custom auto insurance policy. When the manager is comfortable with a candidate and decides to extend a job offer, they will be introduced to our staff training/development tools & programs.

The hiring and training systems we have in place will help the City achieve its safety and accessibility goals with regards to this project while also ensuring a high quality customer experience, which encourages further ridership and exploration of the community. Circuit has a training program in place for new operational staff which covers safe and efficient operation of electric vehicles, cleaning and safety processes, and customer service. Circuit has a corporate operations team that develops and maintains operational policies and procedures including over 180 pages of Operations Manager and Driver Ambassador training guides and supports SOPS. They hire and train new managers and coordinate hiring and training for new drivers. Circuit has a Regional Manager in place for Florida. Drivers receive initial in-person training, are observed on ride-alongs, receive ongoing on-the-job training, and are updated on any new operational policies or procedures. Training is conducted by local managers and supervisors.

Our teams have consistently met requirements from transit authorities and police/sheriff's departments, in all of our markets, including Florida, for vehicle inspections and driver training and testing. We would institute our vehicle cleaning program to maintain the appearance and cleanliness of the vehicles along

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with the safety and health of the passengers and drivers.

The management team has access to our proprietary management dashboard to view operations in real-time and regularly monitors the drivers' performance. Circuit will offer these tools and data reports to the project team at the City, to maintain quality control, transparency and monitoring for future improvements. Additionally, Circuit uses a scheduling software to keep the team connected, manage shifts, and enable local management to efficiently manage the local team

Our training program specifically covers:

- Safe operation of an electric vehicle
- Efficient operation of an EV, maximizing battery efficiency
- Advanced cleaning procedures
- Safety guidelines and policies
- COVID19 advanced safety and cleaning policies and procedures
- Customer service and passenger relations
- ADA regulations and operations
- Use of the Driver Mobile App
- Communications policies
- Emergency procedures and plan
- Accident reporting/procedures

Circuit also provides ongoing training / retraining and conducts performance evaluations. Our teams have consistently met requirements from transit authorities and police/sheriff's departments, including in Florida, California and New York, for vehicle inspections and driver training and testing. Along with the initial training program, monthly and quarterly management ride-alongs specifically focus on customer experience.

Additional staffing lead time is roughly two weeks for hiring and proper in-car and classroom training. Circuit currently has 75+ employees in Broward County that are available to fill in any gaps or decrease lead time while we hire local staff from the City of Hollywood.

B4.2.1 Certifications

In addition to our vehicle maintenance certifications, our teams also hold certifications in WAV / ADA sensitivity training, as well as the National RTAP (National Rural Transit Assistance Program) Certification, which is part of the FTA's, "2 The Point" training and certifications around ADA and Sensitivity, Defensive Driving, Distracted Driving, Drugs and Alcohol, Passenger Safety. Additionally, We have staff that have completed PASS Training - Passenger Assistance, Safety and Sensitivity. We also have our vans inspected and permitted with Broward County as Vehicles for Hire.

B4.2.2 Drug Testing and Hiring Standard

Circuit recognizes the requirement to enroll the company staff in an FDOT approved drug testing program and have a supplier of such services available. Currently in Circuits Hollywood Sun Shuttle operation, drivers, due to the type of vehicles, are not required to obtain a CDL or to complete FDOT certification as the vehicles are all under 16 passengers. Accredited Drug Testing works with a local LabCorp facility at 3700 Washington St. in Hollywood. Circuit has obtained pricing and details to enroll the staff into the program, and is willing and capable to complete that requirement.

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B5. Firm's Qualifications and Experience

Using teams of W2 Drivers, Fleets of 100% electric vehicles, and an on-demand app, Circuit has provided over 6M rides. As detailed in *Section B3*, Circuit is an experienced operator of Micro-Transit Services**.** Circuit will provide its turn-key micro-transit solution using a fleet of Ford EV vans and electric Polaris GEM e6 NEVs to meet the transportation, traffic reduction and sustainability objectives of the City of Hollywood. Circuit's services can be expanded quickly, to implement the expansion of the service as set forth by the RFP. Circuit's existing Hollywood, Florida Sun Shuttle service has proven to be cost efficient and effective in tackling the mobility challenges in the community.

B5.1 Experience Overview

B5.1.1 Experience Overview

As referenced in Section B3.1, Circuit has over 11 years of experience as an established national leader in the on-demand, first/last-mile transportation industry and an experienced operator of fleets of EVS and NEVs. Currently we operate 40+ services across nine states. We are experienced in operating under COVID 19 restrictions and guidelines to ensure the health and safety of our riders and staff. We have a fleet of over 190+ electric vehicles, a team of over 340 EV trained and W2 paid employees, and a local team of over 92 employees in Broward County and 164+ in South Florida. We're one of the few providers with experience operating numerous electric vehicles as part of the same fleet. For more information on our technology, operations and maintenance experience please reference section *B3. Vendor / Contractor Capabilities*.

Our corporate team has extensive experience in planning, designing, implementing, reporting, and maintaining NEV micro-transit programs and has operated programs similar in size and scope to this RFP, including fare-based systems. Our high customer satisfaction ratings and high demand are a testament to the superb customer service provided by our driver ambassadors and management.

Within the last five years, we have operated similar on-demand shuttle services using all-electric vehicles in Florida under contract with government entities in addition to the Hollywood Sun Shuttle, including nearby locations like Fort Lauderdale, Wilton Manors, Pompano Beach, West Palm Beach Downtown Development Authority, and Palm Beach County Convention Center. We additionally have a contract with Brightline to operate first/last mile on-demand services around stations in West Palm Beach, Boca Raton, Fort Lauderdale, Aventura and Miami. Circuit has operated services across the US, including in FL, CA, NY, TX, NJ, NC, MA, IL, and CO.

As the City of Hollywood is familiar, Circuit has been most successful in first / last mile gaps and providing an enjoyable and safe rider experience. Our service model encourages riders to avoid using single occupancy vehicles or private rideshare services that add congestion and pollution, as is aligned with the RFP's desire for a sustainable.

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B5.1.2 Neighborhood Electric Vehicle Operations & Maintenance Experience

As mentioned above, Circuit is the largest operator of neighborhood electric vehicles and has a growing fleet of various electric vehicles available in South Florida. We have Standard Operating Procedures, maintenance schedules, and operational expertise specifically for these vehicle types and their use in on-demand micro-transit service. Our experienced maintenance team is certified with Polaris Industries (transitioning to WAEV Inc.). For more information on our experience operation and maintaining these vehicles please see *Section 3.6 Vehicle Capabilities*.

B5.1.3 Micro-Transit Operations Experience

Circuit's growth is largely due to its successful operations and satisfied customers. From technology, management, training and operations, Circuit's full suite of services are best in class and offer the highest levels of quality for this type of service. Circuit maintains rigorous quality controls across all of its operations. Along with a dedicated, responsive and local staff, Circuit's national team is readily available to handle technology improvements, vehicle enhancements, customer service, impact measurement and grant writing. The dedicated team and quality of service is what sets Circuit apart from other operators and will continue to offer the highest level of service for the City of Hollywood.

Circuit, with its subsidiaries including Eco Cab LLC and South Florida Free Ride LLC, has operated on-demand micro-transit since 2011. Our on-demand services have included door to door and point to point services within a specified service territory. Circuit has experience operating these services for comparable cities and scopes of work focused on residents, guests, and commuters. Our on-demand service and mobile app make it easy to request a ride to local destinations, including shopping, restaurants, events, nightlife access and various appointments.

We have the policies, procedures, and hiring and training standards in place to launch new markets and operate with a consistently high level of service, with specific attention to customer service.

In our experience operating in South Florida, we know that extreme weather events such as hurricanes and flooding can be a seasonal occurrence. We have been able to manage flooding issues related to recent king tides and maintain appropriate levels of service. We have experience dealing with these issues and have an emergency plan in place. Circuit's technology allows our team to be agile in its approach to addressing any disruptions or changes to service levels.

Circuit's team has been recognized for its efforts as an innovative neighborhood electric vehicle solution. In December 2019, Fast Company highlighted Circuit as the **"Electric vehicle ride-share company that won the trust of cities without 'disrupting' them".**[4] The team has also been featured in The NY Times, Business Insider, Forbes, Fox News, ABC, NBC and a number of other publications.

Circuit has been the recipient of numerous awards like: Alonzo Award for Mobility in San Diego, Vendor of the Year Nominee - Palm Beach Convention Center, Clean Air NY Champions Award, Lamplighter Award for Best New Service in San Diego, Rulebreaker Award for Startups Changing their Industries, 2018 Gold Medal - Ad Club of New York, Outdoor Media Plan of the Year, Gator 100 Award (#20), and numerous others.

[4] https://www.fastcompany.com/90444895/how-this-electric-vehicle-ride-share-company-won-the-trust-of-cities-without-disrupting-them

Circuit was accepted and completed the URBAN-X Accelerator[5] program where it received an investment from BMW/Mini and access to international mobility experts. Circuit has also completed the Los Angeles Cleantech Incubator(LACI)[6], Civstart[7], Leading Cities[8] and AWS Smart Cities Accelerators. The team recently closed a Series A capital raise, welcoming a strong group of new investors. Circuit's team has been asked to speak/participate at events like CoMotion Miami, LA CoMotion, Association for Commuter Transportation International Conference, Safe Streets Summit, Electrify Expo, LACI's Transportation Electrification Summit, SmartCities NY, 20-20 Cities, Civic Lab, and the UCLA Arrowhead Conference on Transportation.

B5.1.4 - Community Engagement Experience

Circuit's team has participated in local events such as Hollywood's Candy Cane Parade, St. Patrick's Day Parade, ArtWalk, Hollyweird, and in other service areas; Fort Lauderdale St Patrick's Day Parade (annual), Broward Complete Streets, Food Deliveries in Hollywood for Feeding South Florida, and Cleaning Up Clematis in West Palm Beach. We do regular familiarization tours with media and meeting planners in our City Programs. We also donated a vehicle towards the recovery efforts for first responders to use during the Champlain Towers relief efforts.

Along with events, Circuit stays actively engaged with our riders via the app, social media and publishes regular newsletters. Circuit has built a great base of over 10k local riders that we regularly send local newsletters to. This engagement has kept our ridership high and our riders informed of local events, happenings and businesses.



HollyWeird Branding

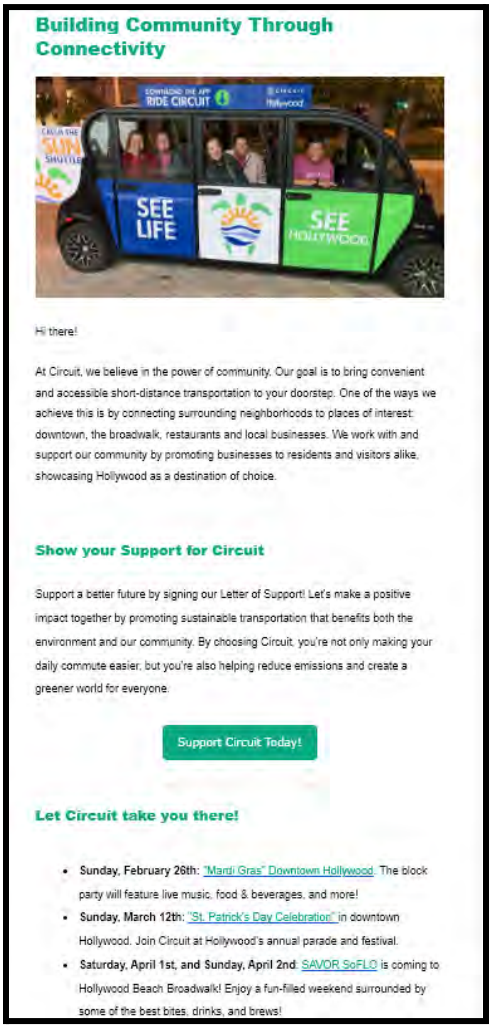


Partnering with Feeding South Florida to assist with Food Deliveries in Hollywood during Covid

[5] https://www.urban-x.com/
[6] https://laincubator.org/second-cohort-of-market-access-program-provides-on-the-ground-mobility-solutions-for-communities-across-los-angeles/
[7] https://www.civstart.org/
[8] https://leadingcities.org/accelicity/63dbbb3a-23ad-4572-87cf-2377dfdf766e



Circuit vehicle donated for Champlain Towers Relief Efforts in Bal Harbor, FL.



Building Community Through Connectivity

Hi there!

At Circuit, we believe in the power of community. Our goal is to bring convenient and accessible short-distance transportation to your doorstep. One of the ways we achieve this is by connecting surrounding neighborhoods to places of interest: downtown, the broadwalk, restaurants and local businesses. We work with and support our community by promoting businesses to residents and visitors alike, showcasing Hollywood as a destination of choice.

Show your Support for Circuit

Support a better future by signing our Letter of Support! Let's make a positive impact together by promoting sustainable transportation that benefits both the environment and our community. By choosing Circuit, you're not only making your daily commute easier, but you're also helping reduce emissions and create a greener world for everyone.

Support Circuit Today!

Let Circuit take you there!

- **Sunday, February 26th:** "Mardi Gras" Downtown Hollywood. The block party will feature live music, food & beverages, and more!
- **Sunday, March 12th:** "St. Patrick's Day Celebration" in downtown Hollywood. Join Circuit at Hollywood's annual parade and festival.
- **Saturday, April 1st, and Sunday, April 2nd:** SAVOR SoFLO is coming to Hollywood Beach Broadwalk! Enjoy a fun-filled weekend surrounded by some of the best bites, drinks, and brews!

Sample Newsletter to Hollywood Riders, February 2023

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As indicated in Section B1.2, Circuit regularly surveys its riders to learn more about the service and improve the quality of our offerings. Additionally, a*s indicated in Appendix 1.1*, many of our riders are willing to add their names to a statement in support of our services

B5.2 Project Experience

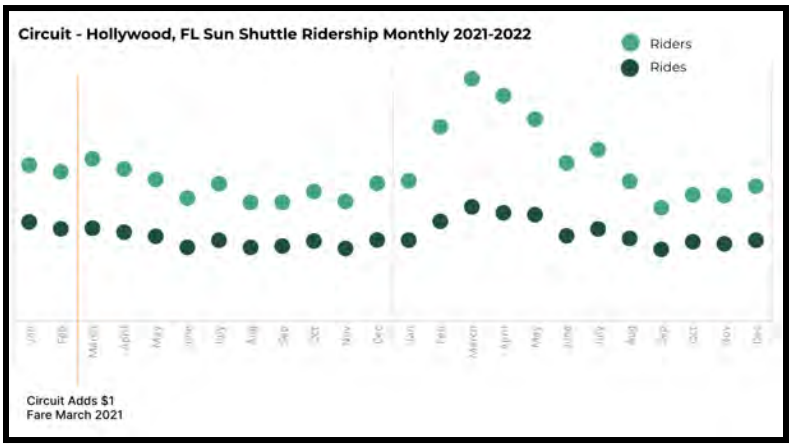
B5.2.1 Past Project Experience- Hollywood Sun Shuttle

Sun Shuttle- Hollywood, FL

Type of Service: On-demand micro-transit services

Contract Term: April 2019 - Present
Nature of Services: On October 17, 2018 the Hollywood City Commission passed and adopted Resolution No. R-2018-335, authorizing the execution of an agreement with Free Ride, now known as Circuit Transit Inc. (" Circuit"), for circulator services to and from Downtown Hollywood, Hollywood Beach, and the City's parking garages for an initial one-year period with the option to renew for three additional one-year periods. The service commenced in May 2019 and has been renewed for each of the additional three one-year periods. The coverage area includes Downtown Hollywood and Hollywood Beach and consistently experiences high demand. This program began as a self-branded service and has recently opened for third party advertising. The coverage area includes Downtown Hollywood and Hollywood Beach and consistently experiences high demand. The City named the program “Sun Shuttle” which began as a self-branded service and has recently opened for third party advertising with a revenue share to the City. This program has exceeded the City’s expectations, doubling ridership at an estimated 70% of the cost of the previous trolley system. This program has continued to operate during the pandemic as an essential transportation service.

Annual ridership has grown every year (including during peak Covid lockdowns in 2020). The service launched as free and at the April 2021 renewal we were asked to implement a $1 per rider fare to control demand, and ridership held steady. At the April 2022 renewal we were asked to increase the fare to $2 per person, ridership has remained strong.



Hollywood Sun Shuttle Ridership by Month Jan 2021 - Dec 2022

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This program started as a fare-free service and recently introduced a nominal $1 fare and $1 price per additional passenger. We have seen no drop in ridership as a result of fare implementation and have actually seen an increase in ridership since, with shorter wait times and an increase in operational efficiency.

"Thank you and Hollywood for making it possible for our vulnerable Seniors to remain safe and healthy" - Memorial Senior and Family Services

In response to the COVID-19 outbreak, Circuit has adapted to provide mutual aid to the Hollywood community. Beginning in April 2020, Circuit partnered with Feeding South Florida, who have been supplying to local food banks. The three food banks involved are Liberia Economic and Social Development Inc., Community Enhancement Collaboration, and Cruciform Church. These organizations assembled boxes of donated food to be distributed and our drivers picked up the boxes and delivered them directly to the homes of the most vulnerable without access to transportation. The Hollywood drivers made 1,092 deliveries to at risk members of the community.

Nature & Type of Vehicles: all-electric Polaris GEM e6



Circuit vehicles in Hollywood FL with Sun Shuttle branding



Drivers in PPE, delivering grocery boxes during Covid

B5.2.2 Past Project- FRED

FRED- San Diego, CA

Type of Service: On-demand micro-transit services, fare-based program
Contract Term: 2016 - present
Nature of Services: In 2016, Civic San Diego and the Downtown San Diego Partnership selected Circuit to operate the Free Ride Everywhere Downtown (FRED) Circulator. The program has received national attention, community support, and extended funding. In its first year of operation, Circuit served over 140,000 riders, maintained wait times below 6.5 minutes, created over 35 new jobs, and saved 96.3 metric tons of CO2 emissions. Since then, Circuit has improved its technology on the vehicles, added a pooling algorithm to its app, used the data to enhance operations, and has saved 325 metric tons of CO2 emissions. Circuit provides over 25,000 rides per month and is on track to do over 280,000 rides per year. The City has funded the service with Circuit also selling third party advertising at a revenue share to the City to offset costs of operation. Circuit operates 15-20 vehicles in the market, depending on demand.

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Nature & Type of Vehicles: all-electric Polaris GEM e6



Circuit's vehicle in San Diego CA

B5.2.3 Additional Past Project Experience

Please reference Appendix 3 and Appendix 4 for more evidence of Circuit's relevant project experience.

B5.3 References

West Palm Beach, FL
Project Manager: Teneka James
Phone Number: 516-833-8873
Email: tjames@downtownwpb.com

Brightline
Project Manager: Jean Carlos De Jesus
Phone Number: 786-561-1656

Huntington Beach, CA
Project Manager: Sean Crumby
Phone Number: 714-374-5348

Pompano Beach, FL
Project Manager: Jeff Lantz
Phone Number: 954-786-5580

Gardens Mall - Palm Beach, FL
Project Manager: Whitney Pettis
Phone Number: 561-622-2115

Additional experience

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CIRCUIT

B5.4 Customer Testimonials (Confidential)

Gus Zambrino, Assistant City Manager, City of Hollywood FL

They are experienced and professional operators that are part of the community and provide a fun and convenient customer experience. Circuit's team has been a pleasure to work with and have been great at building local support.

Andria Wingett, Assistant Director of Development Services, City of Hollywood FL

Circuit Transit is always responsive and has adapted to Hollywood's changing needs; during the initial set-up, ongoing services and especially during the COVID pandemic.

Carolina Galleguillos, BS, CDP, Memorial Senior and Family Services, Hollywood FL

Thank you and Hollywood team members for making it possible for our vulnerable Seniors to remain safe and healthy in their homes. Our seniors so appreciate the fresh produce during this Pandemic.

Sandra King, City Spokesperson, City of Pompano Beach FL

You don't have to drive anywhere, you don't have to look for a place to park, you just jump on the circuit vehicle and go where you want to go.

Ashley Medeiros, Destination Services, Discover the Palm Beaches

The Circuit team is ALWAYS a great partner to work with. They are attentive, flexible, and hospitable!

Luiz Aragon, Commission of Development for the City of New Rochelle, NY

Circuit NR is a terrific community partner committed to providing safe, reliable and sustainable public transportation across New Rochelle's downtown corridor. As we continue to see increased real estate demand across New Rochelle and as our once-in-a-generation downtown redevelopment continues to move forward, we believe Circuit NR's electric on-demand shuttles can play a pivotal role in connecting our community to innovation, technology, arts, culture, schools, open space and our local businesses in an environmentally efficient way.

As we see increased real estate demand across New Rochelle, we believe Circuit NR's electric, on-demand shuttles can play a pivotal role in connecting our community to innovation... and our local businesses.

Misti Kerns, Santa Monica Travel & Tourism

They're electric, they're open air, and they're fun. As that started to pick up and we started to hear good comments about it, we thought it might be a good option for some of the hotels.

Their service has transformed our visitor and resident experience for short distance local travel. Their vehicles are always clean, new and fully stocked with our visitor guide, map and materials. Their drivers are always well informed on the destination, clean, uniformed, and friendly. I can't imagine partnering with another provider for our electric transport needs, so great for this beach environment.

Reese Jarrett, Civic San Diego

Civic is thrilled to have played a part over this past year, in reducing congestion and decreasing the carbon footprint within the downtown community.

Betsy Brennan, Downtown San Diego Partnership

Since FRED's introduction to San Diego in 2016, Circuit has become an integral part of Downtown's mobility structure. It provides residents, employees, and visitors a free, green, and enjoyable way to traverse Downtown's neighborhoods while also mitigating congestion and parking issues.

Mathew Sandford, Senior Director Economic Development, San Diego EDC

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In a region as dynamic and diverse as ours, the ability to easily get around is essential to our economic health. Micro mobility options, like the FRED program in Downtown, provide one tool in the economic development toolkit by addressing the last mile dilemma. Businesses of all types and sizes benefit when workers have options for getting to work, and patrons have easy access to goods and services. In short, the FRED program makes Downtown more accessible and is a model that could also benefit other communities in the San Diego region.

Marisa Mangan, San Diego Association of Governments (SANDAG)

Circuit's neighborhood electric vehicle shuttles in downtown San Diego are a great example of how shared mobility services can provide efficient, convenient, and emission-free connections within a community. Services like Circuit directly support SANDAG's bold new transportation vision for the region which includes implementation of Mobility Hubs served by a wide variety of Flexible Fleets.

B6. ADA Compliance

B6.1 ADA Compliance Plan

Circuit has ADA compliant vehicles. In both the proposed operation plan, and any alternative option, Circuit proposes one (1) Ford E-Transit EV Van to be available on standby for ADA requests; this vehicle will be able to move between zones as needed. Additionally, Circuit would provide the City one (1) Polaris GEM e6 ADA vehicle available on standby for ADA requests at no cost as this vehicle is a part of the branded existing fleet. For more information about vehicle accessibility please *reference the B3.6 Vehicle Capabilities section* above.

Circuit will craft a service that is available for all users. Having done so already in other markets, Circuit will be able to provide a trusted option for passengers with disabilities. The drivers are trained to be accommodating to everyone looking for aride. Riders with disabilities have the option to request an ADA vehicle with a loading ramp. This request can be made through the ADA accessible app or by flagging down drivers. More information can be found in *Section 2.1*.





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B7. Maintenance / Recovery Plan

As stated in our Vehicle Maintenance section in *Section B3.7.1*, our in-house mobile service maintenance technicians are able to quickly respond to needs, and also adapt vehicles for the market. Vehicles are regularly maintained using rigorous checklists created in conjunction with the vehicle manufacturer. Typically, vehicles are inspected every 4,000-5,000 miles and the condition of filters, brakes, etc. are tracked and replaced accordingly. Additionally, data is shared about the cars' performance in order to forecast future maintenance needs. As it does with ridership, Circuit takes a proactive approach to planning future needs.

For more information on our vehicle maintenance processes please refer to *Section B3.7.1 Vehicle Maintenance*.

Access to Additional Vehicles

Given our nearby operations, specifically in Fort Lauderdale, Pompano Beach, Wilton Manors and South Florida in general, we are readily able to supply additional electric vehicles on short notice on an as-needed basis. In the event a vehicle needs maintenance, our on-staff, GEM-certified technicians can typically be in the market within 20 minutes. If needed, a new vehicle can be brought to the market, or for events, within 2 hours.

We have 52 vehicles within Broward County, and 79 within South Florida that are Circuit owned and therefore we have immediate access to this fleet, including spare vehicles in our Fort Lauderdale market.

While Circuit has found great value in using GEM (WAEV Vehicles), Ford eTransit EV Vans, Tesla and similar EV Sedans, we have built our systems for the electric vehicle types to be interchangeable.

B7.1 Commitment to Avoid Service and Operation Disruptions

Circuit has almost 4 years of experience operating a micro-transit service with up to 13 vehicles. We have and would remain committed to keeping the service operational through challenges that can occur. We have a robust preventative maintenance plan and certified maintenance technicians on staff to respond

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quickly (typically can be on site in under 1 hour) to diagnose and most times make any repairs or replace components on-site. In any event that a car needs a longer repair we have a large fleet in the area to send a replacement vehicle typically within 1-2 hours.

Circuit is prepared to fulfill this requirement and is committed to avoiding service and operation disruptions. More details are provided about emergency management, risk mitigation, vehicle maintenance, customer service and operating procedures in *Sections B3, B3.7, B4 and B5 B8, B.8.1 and B.8.2.*

B7.2 Scenario Response

"The Contractor must also provide a response to this scenario: A vehicle breaks down in the middle of the afternoon (weekday) and the current outside temperature is 95 degrees Fahrenheit. The vehicle has a mixture of passengers: elderly, middle aged, children, and infants. Explain the Contractor's course of action that would be taken."

Circuit has extensive experience operating a high volume of shuttles moving tens of thousands of people every month. We are also contracted by Brightline Trains and have a response team for any disruption to train service where we dispatch EV Vans to move train passengers between stations if the tracks are temporarily closed.

In the event of a vehicle breakdown, first and foremost we ensure that all passengers and staff are safe and clear from vehicular traffic. If an emergency response is needed we would call 911. We would direct all passengers to a safe area out of the heat, direct sun or inclement weather to wait for another vehicle to arrive. The driver of th disabled vehicle would then communicate with their supervisor to dispatch another vehicle to pick up the passengers. Direct communication via phone, text or a company slack channel ensures a quick response. For a disabled vehicle we have technicians nearby to diagnose and often repair on site, otherwise for larger repairs we have an account with both a local tow company and AAA if a vehicle needs to be transported on a flatbed trailer.

Circuit is prepared to handle service disruptions and emergencies and has detailed its emergency management, risk mitigation and operating *procedures in Sections B8, B.81 and B.82.*

B8. Risk Mitigation

B8.1 Emergency Management Plan

The Emergency Action Plan is designed to provide Circuit with a management tool to facilitate a timely, effective, efficient, and coordinated emergency response to significant events affecting our locations and our employees.

Emergency management consists of four continuous stages:

Mitigation
This stage includes activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include analysis of hazard related data to determine where it is

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safe to relocate temporary facilities.

Preparedness
Preparedness is a continuous process. Preparedness involves efforts at all levels to identify threats, determine vulnerabilities, educate and train the employees and identify required resources. Preparedness is focused on establishing guidelines, plans, procedures, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

Response
Response includes activities that address the short-term and direct effects of an incident. It includes immediate actions to save lives, protect property and the environment, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; and continuing investigations into the nature and source of the threat.

Recovery
Recovery incorporates the development, coordination, and execution of service- and site-restoration plans; the reconstitution of operations and services; treatment of affected persons; additional measures for environmental and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting; and development of initiatives to mitigate the effects of future incidents.

B8.2 Risk Mitigation Plans

Risks	Risk Level: H, M L	Offerors Mitigation Plan
Safety of Riders	H	Rider safety is the most important thing at the Circuit. Circuit realizes that many factors go into this including drivers, cars and operations. All of Circuit's drivers go through both criminal and driving record background checks. This is required by the company's insurance provider. Beyond the background checks, each driver is vetted by management before being hired. Upon starting, the driver fills out and signs safety forms, goes through a training process and is further evaluated while driving and not. Additionally, management regularly monitors feedback from riders via app ratings, email feedback, etc. The drivers are also instructed on what to do and who to contact during any potential emergencies. Circuit also maintains the cars using the best practices established over the company's 11+ year history of clean safety. The cars are

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		inspected daily, preventative maintenance is performed to make sure everything is up to the company's standards. Additionally, older cars are rotated out once they've reached a certain mileage or fall below the company's high standards. Additionally, the GEM cars 25 MPH maximum speed, along with calming traffic, also does a great job to reduce the risk of a serious accident. Operations is the foundation of safety. Starting with the training, drivers learn how to operate the cars, safely pick up passengers - or get help for unruly patrons that should not ride, make sure all passengers are using their seatbelts, and more. Also, the drivers are instructed when to halt service. In the event of bad weather or other factors that may lead to unsafe conditions, we halt the service. Management is also able to monitor driver behavior and locate driver whereabouts using Samsara bi-directional dash cameras and our proprietary backend dashboard. Additionally, each driver is equipped with a company phone, fire extinguishers, first aid kits, and other necessary equipment.
Safety and Security of personal belongings of riders and drivers	H	While the drivers do not handle the personal belongings of the passengers, every driver is encouraged to look around the car to make sure no one has left anything behind. In the event that something is left behind, the driver (if the passenger used the app) is able to call the last rider. If the rider does not respond then management is alerted via our internal messaging platform, Slack and belongings are held until someone claims them. If the app is included, passenger history is available to management to contact passengers as needed. Management has set up areas in all of its locations where drivers can safely store belongings, keys, phones, etc.
Heat, Rain, Flooding, weather challenges	M	Weather can be a common concern in South Florida and Circuit has extensive experience with these issues in Hollywood and across South Florida. Management and drivers are in close contact and will halt services in the event that inclement weather leads to unsafe driving conditions. Safety is always a top priority. In the event of severe weather, Circuit takes the cars off of the road and stores them in indoor parking garages. Should space not be available, the back panels, rooftops and any extensions are removed from the cars to secure the vehicles.

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		During King tides, flooded areas are avoided. Drivers can contact riders requesting in those areas to notify them that the area is not passable. Circuit can quickly add important alerts to our app so when you open the Hollywood location a timely message pops up prior to requesting a ride.
Maintaining a reliable, consistent schedule of service	H	Circuit uses its experience, data and marketing knowledge to stay ahead of factors that might impact the schedule of service. Understanding traffic patterns, bridget and toll timing and demand levels allows the management team to deploy the appropriate number of vehicles at any time. Additionally, contingency plans are in place and replacement vehicles are available in nearby Fort Lauderdale, should one of the shuttles be inoperable. Also additional drivers are available on call and in Fort Lauderdale should one of the drivers call out sick. Circuit always keeps backup drivers and backup cars available in order to maintain a consistent schedule of service.
Maintaining qualified drivers	H	Circuit uses qualified, 21+ , W2, paid hourly employees and vets them heavily before hiring. This, and maintaining a comfortable workplace is the key to retention. Driver retention is a factor that the company is proud of. There are happy teams in every market of service and retention rates remain high in Hollywood at ~94%!. Additionally, Circuit uses Homebase - a scheduling software - to keep the team connected, manage shifts, etc. Lastly, if using the app, all of the drivers receive feedback from passengers allowing management to adjust and improve accordingly.
Keeping vehicles operational	H	The key to keeping vehicles operational is regular service, proper charging/storage conditions and staying ahead of problems. With a fleet of 100+ vehicles, Circuit has developed many systems to keep the vehicles operational. Additionally, Circuit has developed a close relationship with the vehicle manufacturer that lead to national fleet pricing, extended warranties and priority maintenance.
Vandalism or theft of vehicles	M	Unfortunately, Circuit has dealt with vandalism in the past. Theft and vandalism are always concerns but the team does everything it can to prevent such instances - locking cars, storage facilities, cameras, routine spot-checks and more. In the event vandalism or theft takes place, Circuit will use its data and schedule to determine the exact time and place and who was working or was the last to work. From there, all incidents will be reported to local law enforcement and the company's insurance providers.
Vehicular accidents with	H	Fortunately, Circuit has a very strong safety record with few incidents to report. In the event that something happens with other

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automobiles, cyclists, pedestrians while on route		automobiles, cyclists or pedestrians, the first move is always to see if anyone needs medical attention. If so, medical help will be sought immediately. The drivers are also equipped with fire extinguishers, first-aid kits, etc. From there, local law enforcement will be called to the scene. After such events, Circuit's management will contact insurance providers and all parties involved in the incident. Circuit can also use data from the app to determine when the accident took place and how to mitigate future issues.

B9. Local Vendor Preference

As detailed in numerous sections above, Circuit, since launching the Sun Shuttle in 2019, has continued to maintain a local office, multiple facilities for parking and charging the fleet work with local businesses, and has built an amazing local staff, consisting of 74% who are proud to call Hollywood home. We work with, provide service to, and promote many local Hollywood based businesses.

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B9.1 Local Hollywood Presence

büro MIAMI

MEMBERSHIP SUMMARY

MEMBER NAME: Camille Santiago **COMPANY NAME:** CIRCUIT

TYPE OF WORKSPACE: SEAT

 # OF SEATS: 1

PRIMARY LOCATION: ☐Midtown ☐South Beach ☐MiMo ☐Coconut Grove ☑Hollywood

START DATE: July 10, 2019 **INITIAL TERM:** month to month

CONTACT DETAILS: •Phone 561-339-6115 •Email camille.santiago@ridecircuit.com

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BÜRO MEMBERSHIP FEES:

Monthly Recurring Fees:

- Workspace: $299 July fees prorated to $179.98
- Mail: —
- Sales Tax @ 6.7% $16.68
- **Total Monthly Fees:** $265.68

Service Fees:

- Conference Room: $30/hr
- Included Hrs/ Month: 2
- B&W Print/ Page: $0.10
- Color Print/ Page: $0.40
- Scan/ Page : $0.20

COMPANY SIGNATURE: _____ **MEMBER SIGNATURE:** _____

Büro Miami Midtown - South Beach - MiMo - Coconut Grove - South Miami - Hollywood www.buromiami.com

Lease for office space in Downtown Hollywood since July 2019

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CITY OF HOLLYWOOD
TREASURY SERVICES DIVISION
LOCAL BUSINESS TAX

CIRCUIT TRANSIT INC.
777 S. FLAGLER DRIVE
SUITE 800W
WEST PALM, FL 33401

Please contact us with any changes or corrections to your information.

CUSTOMER SERVICE: Should you have any questions regarding Local Business Tax or need to update / correct any information related to your Business Tax Account, please contact us by phone at 954-921-3225, by email at businesstax@hollywoodfl.org or in person at City Hall, Room 103, 2600 Hollywood Blvd. Please send all written correspondence to: City of Hollywood, Treasury Services Division, Attn: Business Tax, Room 103, PO Box 229045, Hollywood, FL 33022-9045.

PURSUANT TO STATE LAW, LOCAL BUSINESS TAX IS LEVIED FOR THE PRIVILEGE OF DOING BUSINESS WITHIN A CITY'S LIMITS, AND IS NON-REGULATORY IN NATURE. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT BY THE CITY OF HOLLYWOOD DOES NOT MEAN THAT THE CITY HAS DETERMINED THAT THE EXISTING OR PROPOSED USE OF A LOCATION IS LAWFUL. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT LEGALIZE OR CONDONE THE NATURE OF THE BUSINESS BEING CONDUCTED IF CONTRARY TO ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION.

THIS IS NOT A BILL. DO NOT PAY.

BELOW IS YOUR LOCAL BUSINESS TAX RECEIPT. PLEASE DETACH AND POST THIS LOCAL BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.

CITY OF Hollywood FLORIDA

2022/2023 LOCAL BUSINESS TAX RECEIPT

Business Name: **CIRCUIT TRANSIT INC.**
DBA:
Business Location: **1740 POLK ST**
Business Category: **TRANSPORTATION**
Classification: **Courtesy Auto/Limo/Taxi**
Tax Basis: **11 - 40 VEHICLES/VESSELS**

Account Registration #: **B9075385-2023**
Expiration Date: **9/30/2023**
Tax Rate: **$510.00**

Current City of Hollywood Business Tax Receipt

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Circuit has for years and continues to work with multiple local Hollywood vendors including:

- Circ Residences - 1776 Polk Street
- Costa Hollywood Beach Resort - 777 N. Ocean Dr.
- Golden Touch Auto Spa – 1625 S Federal Hwy
- RAV Communications – 1518 Garfield Street
- World Tire Inc. - 1215 N Federal Hwy

B10. Pricing

Circuit offers a turnkey service with all-in pricing, which includes vehicles, staffing, insurance, technology, management, maintenance, data reports, marketing and grant writing support. Circuit understands the City's desire to offer a low-fare service to residents, visitors, and commuters in Hollywood as defined by the RFP in reference to the three MTZ zone areas. As desired, we are proposing that the service continue to have a $2 per-trip rider fare.

The only additional fees or costs not included in the price template would be any special services that take place outside of the regular service hours, such as events, in which case an hourly rate of $30/hr for GEM cars and $40/hr for EV Vans would apply for event services. Circuit is often willing to donate its services for local causes and City needs.

Please note that pricing options are all flexible and Circuit hopes to work with the City to explore these options and/or a combination of these options to craft a solution that benefits the needs of the community. Pricing can be reduced via fare and advertising revenue generation and/or by adjusting service hours, types of vehicles and quantities of vehicles deployed during certain months of the year.

B10.1 Fixed Pricing Rate Proposed Option

As Detailed in *Section B1.2*, our proposed operating plan was structured using the details from the RFP. This option is broken into 3 different MTZ zones and is designed to operate 8 hours per day, 7 days per week, for a total of 56 weekly Hours. ***Our pricing is broken out in the Bid Form Format, provided with the RFP in Section C2 below and attached.***



It's important to note that Circuit's pricing is all-inclusive and structured as a turn-key operator. Our pricing includes setup, on demand rider and driver apps, monthly data reports, vehicles (Electric Vans and GEM cars), maintenance, management, drivers, training, parking and charging.

The pricing for our proposed option is available in BID Form Pricing, using the structure preferred by the City. This pricing is broken out by zone and

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includes a discount for guaranteed advertising revenues. Circuit understands that the City would like to split advertising revenues as 50% of net revenues. Circuit is willing to guarantee the bulk of these revenues upfront and then will discount future months if 50% of the net advertising revenue is greater than the guaranteed portion. Knowing we have local businesses as sponsors and more that are willing to sponsor we're confident that demand from advertisers will continue to grow.

Base year pricing details showing full costs, discount from guaranteed ads, Monthly Fixed Cost, and the expected fares to be returned to the City via the fare program. **With all of these options Circuit is willing to provide an additional GEM NEV ADA vehicle to be available on standby for additional ADA requests, at no additional cost to the City.**

Please Note: The view below is only to provide more information. The Monthly Fixed Costs for our proposed option (56 hours/week, 3 zones) is available in Bid Form Pricing, Section C2 below and attached to the response.

MTZ-1 (Hollywood Beach Zone)	
Total Number of NEV Cars	1
Total Number of EV Vans	1
Total Vehicles	2
Weekly Hours of Operation	56
Total Cost/Month	$19,986.40
Discount for Monthly Advertising Guarantee	-1400
Monthly Fixed Cost MTZ 1	**$18,586.40**
Expected Fares Returned to City	-$3,049.17
Expected Monthly Net Cost MTZ 1	$15,537.23

MTZ-2 (Historic Downtown Zone)	
Total Number of NEV Cars 1 NEV + 1 Standby ADA NEV at no charge	2
Total Number of EV Vans	1
Total Vehicles	2
Weekly Hours of Operation	56
Total Cost/Month	$18,031.28
Discount for Monthly Advertising Guarantee	-1400
Monthly Fixed Cost MTZ 2	**$16,631.28**
Expected Fares Returned to City	-$3,049.17
Expected Monthly Net Cost MTZ 1	$13,582.12

MTZ-3 (Hillcrest/Washington Park)	
Total Number of NEV Cars	0
Total Number of EV Vans	2
Total Vehicles	2
Weekly Hours of Operation	56
Total Cost/Month	$23,598.40
Discount for Monthly Advertising Guarantee	-1400
Monthly Fixed Cost MTZ 3	**$22,198.40**
Expected Fares Returned to City	-$3,049.17
Expected Monthly Net Cost MTZ 1	$19,149.23

Circuit's pricing will adjust with the hours needed and as more hours are added, the service becomes more cost effective. If the City would like to add additional hours for events, even pricing will be $30 per hour for GEM Vehicles and $40 per hour for Van Vehicles. *Please reference Form 2 for Pricing.*

B10.2 Circuit Alternative Pricing Options - Hollywood RFP 2023

Alternative Pricing Options are Detailed below and also available in *Circuit Alternative Pricing Options Attachment* and these options are further explained in *Section B.1.2.2 above.*

Alternate Option A	
Hours Per Week	79
Total NEV Cars (3 Zones) 4 NEV + 1 Standby ADA NEV at no charge	3
Total EV Vans (3 Zones)	4
TOTAL VEHICLES	**7**
Total Monthly Costs (3 Zones)	$76,011
Monthly Discount for Ad Guarantee (pre total sales)	-$4,620
Monthly FIxed Rate (3 Zones)	**$71,391**
Annual Fixed Rated (3 Zones)	$856,695
Monthly Expected Fares Returned	-$12,921
Expected Monthly Total Cost to City (3 Zones)	**$58,470**
Expected Annual Rate (3 Zones)	$701,643

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Alternate Option A is based on the existing hours of service. This option increases the total hours of service, compared to the proposed option and hours identified in the RFP, by approx 41%, while only increasing costs by approx 22%.

Alternate Option B	
Hours Per Week	79
Total NEV Cars (3 Zones) 4 NEV + 1 Standby ADA NEV at no charge	5
Total NEV Cars (3 Zones) Low Season	2
Total EV Vans (3 Zones) Peak Season	4
Total EV Vans (3 Zones) Low Season	4
TOTAL VEHICLES (Peak Season)	**9**
Total Monthly Costs (3 Zones) Peak Season	$96,475
Total Monthly Costs (3 Zones) Low Season	$76,011.27
Annualized Monthly Cost	$86,243
Monthly Discount for Ad Guarantee	-$5,390
Monthly FIxed Rate (3 Zones)	**$80,853**
Annual Fixed Rated (3 Zones)	$970,236
Monthly Expected Fares Returned	-$15,075
Expected Monthly Total Cost to City (3 Zones)	**$65,779**
Expected Annual Rate (3 Zones)	$789,342

Alternate Option B is based on the existing hours of service. This option increases the total hours of service, compared to the proposed option and hours identified in the RFP. With this option, Circuit will add additional GEM Vehicles to the Hollywood market for the 6 busier months of the year and then will remove the cars from the market during the other 6 months. Circuit will cover the costs for adding and removing the vehicles and will cover the carrying costs of the vehicles not in service, at no expense to the City. Based on the current volume of riders, Circuit feels it's necessary to add additional vehicles to the market.

Alternate Option C	
Hours Per Week	79
Total NEV Cars (3 Zones) Peak Season 4 NEV + 1 Standby ADA NEV at no charge	5
Total NEV Cars (3 Zones) Low Season	2
Total EV Vans (3 Zones) Peak Season	4

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Total EV Vans (3 Zones) Low Season	4
TOTAL VEHICLES (Peak Season)	**9**
Total Monthly Costs (3 Zones) Peak Season	$96,475
Total Monthly Costs (3 Zones) Low Season	$76,011.27
Annualized Monthly Cost	$86,243
Monthly Discount for Ad Guarantee	-$5,390
Monthly FIxed Rate (3 Zones)	**$80,853**
Annual Fixed Rated (3 Zones)	$970,236
Monthly Expected Fares Returned	-$22,612
Expected Monthly Total Cost to City (3 Zones)	**$58,241**
Expected Annual Rate (3 Zones)	$698,895

Alternate Option C is based on the existing hours of service. This option increases the total hours of service, compared to the proposed option and hours identified in the RFP. With this option, Circuit will add additional GEM Vehicles to the Hollywood market for the 6 busier months of the year and then will remove the cars from the market during the other 6 months. Circuit will cover the costs for adding and removing the vehicles and will cover the carrying costs of the vehicles not in service, at no expense to the City. Based on the current volume of riders, Circuit feels it's necessary to add additional vehicles to the market. Furthermore, Circuit will set up a new pricing model that will adjust rider pricing by zones. For example, a ride from Zone 3 to Zone 1 might be $4, but a ride within Zone 2 might be $2. This dynamic pricing model will also be structured to incentivize larger groups and increase efficiencies.

B10.3 Unbanked Riders

If selected for the contract Circuit looks forward to working with the City to create solutions to address unbanked riders and Circuit has various options available for the City to do so.

1. Circuit accepts street hails and does not charge riders for flagging the service down.
2. Circuit's app accepts prepaid cards, so a user can purchase a prepaid card using cash and use this prepaid card to credit the account.
3. Circuit can work with local businesses or government offices to "sell" promotional codes to riders to pre-load their account with funds for rides. This is also a feature that Circuit can offer businesses to be able to pre-pay for blocks of rides for their employees.
4. Circuit can work with the City to create a dial-in dispatcher system if needed.

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C. Completed Forms and Certifications

C1. This Submittal Checklist Confirmation

1. Submittal Checklist Confirmation

- ☑ 1. Forms and Certifications (Completed)
- ☑ 2. This Submittal Checklist Confirmation
- ☑ 3. Bid Form (Pricing)
- ☑ 4. Vendor Reference Form*
- ☑ 5. Hold Harmless and Indemnity Clause
- ☑ 6. Non-Collusion Statement
- ☑ 7. Sworn Statement…Public Entity Crimes
- ☑ 8. Certifications Regarding Debarment
- ☑ 9. Drug-Free Workplace Program
- ☑ 10. Solicitation, Giving, and Acceptance
- ☑ 11. W-9 (Request for Taxpayer Identification)
- ☑ 12. Certificate(s) of insurance that meet the requirements of the #SPECIAL TERMS AND CONDITIONS section.
- ☑ 13. Proof of State of Florida Sunbiz Registration
- ☑ 13. Acknowledgement and Signature Questionnaire

✔ ☑ All 13 items are included in Circuit's response

Confirmed by:

Name: **Jason Bagley**

Title: **Partner**

Company: **Circuit Transit, Inc.**

Signature: 

*Response required

CIRCUIT

C2. Bid Form (Pricing) - CONFIDENTIAL

Bid Form Exhibit C is also available as an attachment

EXHIBIT C

CITY WIDE MICRO-TRANSIT SERVICES

PRICING SHEET

NOTE: Creative/optional pricing is encouraged and welcomed by the City and can be submitted for consideration in addition to the pricing below.

The hourly rate for special events should NOT be included in the totals below.

Base Year:

Micro-Transit Zones	Monthly Fixed Rate	Total 12 Months	Number of Vehicles
MTZ-1 Hollywood Beach Zone	$18.586	$223,036	2 Vehicles (1 NEV, 1 EV Van)
MTZ-2 Historic Downtown Zone	$16,631	$199,575	3 Vehicles (1 EV Van + 1 NEV + 1 Standby ADA NEV at no Charge)
MTZ-3 Hillcrest/Washington Park	$22,198	$266,380	2 Vehicles (2 EV Vans)
Micro-Transit Service: Special Events	$30 for NEV $40 for Van (Per Hour)	N/A	
TOTAL BASE YEAR:	$57,416	$688,993	7 Vehicles

Notes:

- Monthly Fixed Rate includes a built in discount for guaranteed advertising revenues, as described in Circuit's response.
- Circuit will include an additional GEM NEV ADA Vehicle into the fleet, on standby to handle additional ADA requests, at no additional cost to the City.
- Monthly Fixed Rate Does not include expected farebox recovery. Based on Circuit's estimates, the monthly net costs to the City, after farebox recovery would be: $15,537 for MTZ-1, $13,582 for MTZ-2, and $19,149 for MTZ-3. Expected annual net total of: $579,223

Option Year 1:

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Micro-Transit Zones	Monthly Fixed Rate	Total 12 Months	Number of Vehicles
MTZ-1 Hollywood Beach Zone	$18.586	$223,036	2 Vehicles (1 NEV, 1 EV Van)
MTZ-2 Historic Downtown Zone	$16,631	$199,575	3 Vehicles (1 EV Van + 1 NEV + 1 Standby ADA NEV at no Charge)
MTZ-3 Hillcrest/Washington Park	$22,198	$266,380	2 Vehicles (2 EV Vans)
Micro-Transit Service: Special Events	$30 for NEV $40 for Van (Per Hour)	N/A	
TOTAL OPTION YEAR 1:	$57,416	$688,993	7 Vehicles

Notes:

- Monthly Fixed Rate includes a built in discount for guaranteed advertising revenues, as described in Circuit's response.
- Circuit will include an additional GEM NEV ADA Vehicle into the fleet, on standby to handle additional ADA requests, at no additional cost to the City.
- Monthly Fixed Rate Does not include expected farebox recovery. Based on Circuit's estimates, the monthly net costs to the City, after farebox recovery would be: $15,537 for MTZ-1, $13,582 for MTZ-2, and $19,149 for MTZ-3. Expected annual net total of: $579,223

Option Year 2:

Micro-Transit Zones	Monthly Fixed Rate	Total 12 Months	Number of Vehicles
MTZ-1 Hollywood Beach Zone	$19,051	$228,612	2 Vehicles (1 NEV, 1 EV Van)
MTZ-2 Historic Downtown Zone	$17,047	$204,565	3 Vehicles (1 EV Van + 1 NEV + 1 Standby ADA NEV at no Charge)
MTZ-3 Hillcrest/Washington Park	$22,753	$273,040	2 Vehicles (2 EV Vans)
Micro-Transit Service: Special Events	$30 for NEV $40 for Van (Per Hour)	N/A	
TOTAL OPTION YEAR 2:	$58,851	$706,217	7 Vehicles

Notes:

- Monthly Fixed Rate includes a built in discount for guaranteed advertising revenues, as described in Circuit's response.
- Circuit will include an additional GEM NEV ADA Vehicle into the fleet, on standby to handle additional ADA requests, at no additional cost to the City.
- Monthly Fixed Rate Does not include expected farebox recovery. Based on Circuit's estimates, the monthly net costs to the City, after farebox recovery for Year 2 would be: $15,925 for MTZ-1, $13,921 for MTZ-2, and $19,627 for MTZ-3. Expected annual net total of: $593,703

Option Year 3:

Micro-Transit Zones	Monthly Fixed Rate	Total 12 Months	Number of Vehicles
MTZ-1 Hollywood Beach Zone	$19,527	$234,328	2 Vehicles (1 NEV, 1 EV Van)
MTZ-2 Historic Downtown Zone	$17,473	$209,678	3 Vehicles (1 EV Van + 1 NEV + 1 Standby ADA NEV at no Charge)
MTZ-3 Hillcrest/Washington Park	$23,322	$279,866	2 Vehicles (2 EV Vans)
Micro-Transit Service: Special Events	$30 for NEV $40 for Van (Per Hour)	N/A	
TOTAL OPTION YEAR 3:	$60,322	$723,873	7 Vehicles

Notes:

- Monthly Fixed Rate includes a built in discount for guaranteed advertising revenues, as described in Circuit's response.
- Circuit will include an additional GEM NEV ADA Vehicle into the fleet, on standby to handle additional ADA requests, at no additional cost to the City.
- Monthly Fixed Rate Does not include expected farebox recovery. Based on Circuit's estimates, the monthly net costs to the City, after farebox recovery would be: $16,323 for MTZ-1, $14,269 for MTZ-2, and $20,118 for MTZ-3. Expected annual net total of: $608,546

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C3. Vendor Reference Forms

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: RFP-045-23-SK
Reference for: Circuit Transit, Inc.

Organization/Firm Name providing reference: CITY OF FORT LAUDERDALE
Organization/Firm Contact Name: Miles Matstorovic
Title:
Email: MMATSTOROVIC@FORTLAUDERDALE.GOV
Phone: 954-828-5216
Name of Referenced Project:
Contract No:
Date Services were provided: ONGOING
Project Amount:

Referenced Vendor's role in Project: ☑ Prime Vendor ☐ Subcontractor/ Subconsultant
Would you use the Vendor again? ☑ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
ON-DEMAND AND FIXED ROUTE SERVICE

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☑	☐
b. Accuracy	☐	☐	☑	☐
c. Deliverables	☐	☐	☑	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☑	☐
b. Professionalism	☐	☐	☑	☐
c. Staff turnover	☐	☐	☑	☐
Timeliness/Cost Control of:				
a. Project	☐	☐	☑	☐
b. Deliverables	☐	☐	☑	☐

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****						
Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:				Title:	
	Department:				Date:	

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VENDOR REFERENCE FORM

City of Hollywood Solicitation #: RFP-045-23-SK
Reference for: Circuit Transit, Inc.

Organization/Firm Name providing reference: West Palm Beach Downtown Development Authority
Organization/Firm Contact Name: Teneka James
Title: Associate Executive Director
Email: Tjames@downtownWPB.com
Phone: 561-833-8873
Name of Referenced Project: Circuit Downtown West Palm Beach
Contract No:
Date Services were provided: October 2020 - Present
Project Amount: Approx. $350,000/ year

Referenced Vendor's role in Project: ☑ Prime Vendor ☐ Subcontractor/ Subconsultant
Would you use the Vendor again? ☐ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
On-Demand, Electric Mobility/Shuttle Services for Downtown West Palm Beach

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☑	☐
b. Accuracy	☐	☐	☑	☐
c. Deliverables	☐	☐	☑	☐
Vendor's Organization:				
a. Staff expertise	☐	☑	☐	☐
b. Professionalism	☐	☐	☑	☐
c. Staff turnover	☐	☐	☐	☑
Timeliness/Cost Control of:				
a. Project	☐	☐	☑	☐
b. Deliverables	☐	☐	☑	☐

Additional Comments (provide additional sheet if necessary):
Corporate staff professionalism is Excellent. Some newer drivers don't know the area as well as some of the earlier drivers.

****THIS SECTION FOR CITY USE ONLY****						
Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:				Title:	
	Department:				Date:	

CIRCUIT

VENDOR REFERENCE FORM

City of Hollywood Solicitation #:	RFP-045-23-SK
Reference for:	Circuit Transit, Inc.
Organization/Firm Name providing reference:	City of Pompano Beach
Organization/Firm Contact Name:	Jeff Lantz
Title:	Parking Manager
Email:	Jeff.Lantz@copbfl.com
Phone:	954-786-5580
Name of Referenced Project:	RFP P-29-20
Contract No:	2021-44
Date Services were provided:	April 2021 - Present
Project Amount:	$750,688
Referenced Vendor's role in Project:	☑ Prime Vendor ☐ Subcontractor/ Subconsultant
Would you use the Vendor again?	☑ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
Micro Transit Service - NEV's Service Beach Area To Address Last Mile For Guests And Residents

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☑	☐
b. Accuracy	☐	☐	☑	☐
c. Deliverables	☐	☐	☑	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☑	☐
b. Professionalism	☐	☐	☑	☐
c. Staff turnover	☐	☑	☐	☐
Timeliness/Cost Control of:				
a. Project	☐	☐	☑	☐
b. Deliverables	☐	☐	☑	☐

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****					
Verified via:	Email:	☐	Verbal: ☐	Mail:	☐
Verified by:	Name:			Title:	
	Department:			Date:	

CIRCUIT

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: RFP-045-23-SK
Reference for: Circuit Transit, Inc.

Organization/Firm Name providing reference: Brightline Trains Florida, LLC
Organization/Firm Contact Name: Jean Carlos De Jesus
Title: Director of Mobility
Email: jean.dejesus@gobrightline.com
Phone: 786-561-1656
Name of Referenced Project: Last Mile EV Shuttles
Contract No:
Date Services were provided: November 2021 - Present
Project Amount: Private
Referenced Vendor's role in Project: ☒ Prime Vendor ☐ Subcontractor/ Subconsultant
Would you use the Vendor again? ☒ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
Last mile electric shuttles services to and from our stations

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☒	☐
b. Accuracy	☐	☐	☒	☐
c. Deliverables	☐	☐	☒	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☒	☐
b. Professionalism	☐	☐	☒	☐
c. Staff turnover	☐	☒	☐	☐
Timeliness/Cost Control of:				
a. Project	☐	☐	☒	☐
b. Deliverables	☐	☒	☐	☐

Additional Comments (provide additional sheet if necessary):
Circuit's reliable service has allowed us to provide a great product to our guests. They are flexible and easy to work with on long term projects with evolving objectives.

****THIS SECTION FOR CITY USE ONLY****						
Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:				Title:	
	Department:				Date:	

CIRCUIT

C4. Hold Harmless and Indemnity Clause

4. Hold Harmless and Indemnity Clause *

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

☑ Please confirm

Confirmed by:

Name: **Jason Bagley**

Title: **Partner**

Company: **Circuit Transit, Inc.**

Signature: 

*Response required

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CIRCUIT

C5. Non-Collusion Statement

5. Non-Collusion Statement

I, being first duly sworn, depose that:

A. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.
B. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
C. Such Proposal is genuine and is not a collusion or sham Proposal;
D. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☑ Please confirm

Confirmed by:

Name: **Jason Bagley**

Title: **Partner**

Company: **Circuit Transit, Inc.**

Signature:

*Response required

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C6. Sworn Statement...Public Entity Crimes

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C7. Certifications Regarding Debarment

7. Certifications Regarding Debarment, Suspension and Other Responsibility Matters

The applicant certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application 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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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 (b) of this certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

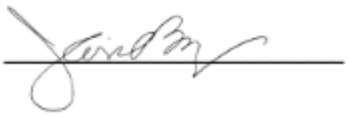
☑ Please confirm

Confirmed by:

Name: **Jason Bagley**

Title: **Partner**

Company: **Circuit Transit, Inc**

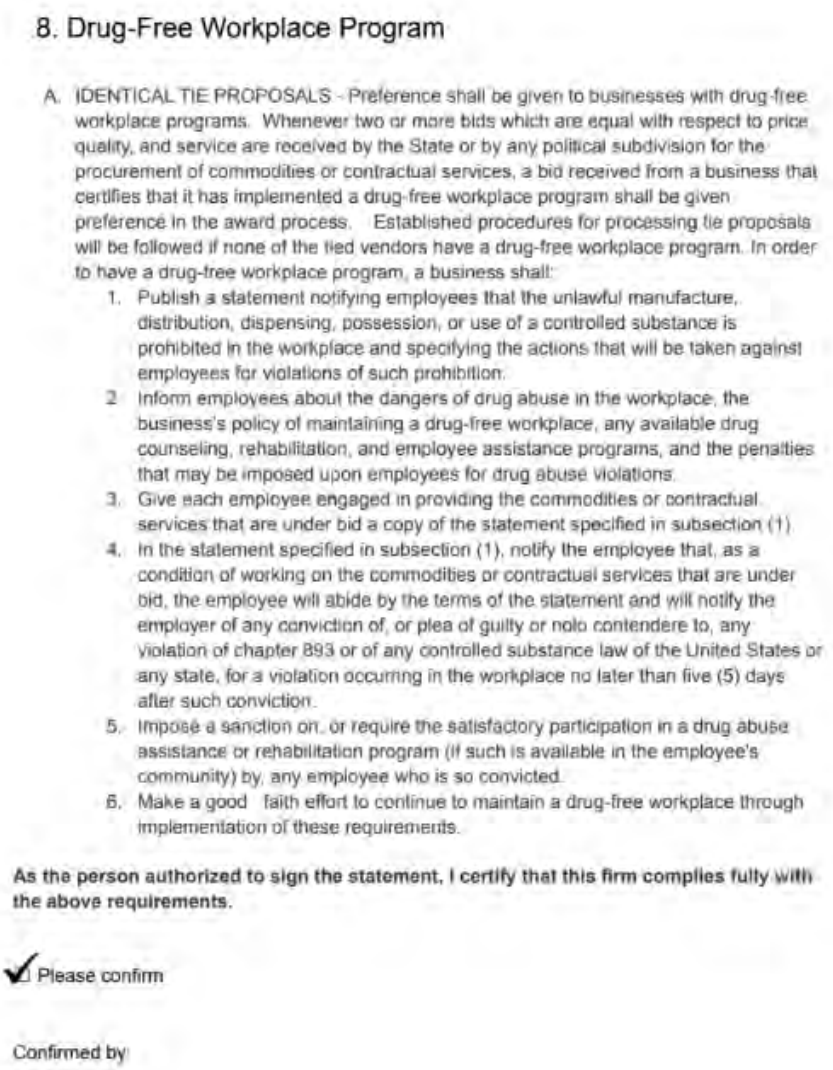
Signature: 

*Response required

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CIRCUIT

C8. Drug-Free Workplace Program



8. Drug-Free Workplace Program

A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☑ Please confirm

Confirmed by

Circuit confirms that it maintains a drug free workplace. Our team did not sign this document as one or more of the details set forth in this form may be slightly different than the policies that we have in place. Circuit is happy to discuss these policies with the City and as stated above we are comfortable enacting the FDOT policies as needed, if selected for this contract.

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C9. Solicitation, Giving, and Acceptance

9. Solicitation, Giving, and Acceptance of Gifts Policy

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate,
- Other personal services for which a fee is normally charged by the person providing the services,
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

✔ Please confirm

Confirmed by:

Name: **Jason Bagley**

Title: **Partner**

Company: **Circuit Transit, Inc.**

Signature: 

*Response required

CIRCUIT

C10. W-9 (Request for Taxpayer Identification)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TFR Transit Inc

2 Business name/disregarded entity name, if different from above
Circuit Transit Inc

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
777 S Flagler Dr, Suite 800w

Requester's name and address (optional)

6 City, state, and ZIP code
West Palm Beach, FL 33401

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
8	2	–	4	5	8	6	3	0	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ _____ **Date** ▶ 02/02/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

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CIRCUIT

C11. List of subcontractors

Circuit will not use subcontractors on this project.

CIRCUIT

C12. Certificate(s) of insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/1/2023

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 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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750	CONTACT NAME: Beverly Weed PHONE (A/C, No, Ext): 407-788-3000 FAX (A/C, No): 407-788-7933 E-MAIL ADDRESS: Beverly.Weed@ioausa.com
INSURED JAMJINC-01 Circuit Transit, Inc. 777 S Flagler Drive, Suite 800 W. West Palm Beach FL 33401	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : American Automobile Insurance Company 21849 INSURER B : Fireman's Fund Insurance Company 21873 INSURER C : Insurance Company of the West 27847 INSURER D : Fireman's Fund Insurance Company of Ohio 39640 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2063473106 **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
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	Y	USC016194220	5/13/2022	5/13/2023	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	SCV009957-22-01	5/13/2022	5/13/2023	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			USC01271722U	5/13/2022	5/13/2023	EACH OCCURRENCE $ 5,000,000 AGGREGATE $ 5,000,000 $
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WFLS046725 03 WFLS046725 04	3/1/2022 3/1/2023	3/1/2023 3/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE - EA EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMIT $ 1,000,000
D	Umbrella over Auto			USC02209822U	5/13/2022	5/13/2023	Each Occurrence 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cargo Liability – Fireman's Fund Insurance Company
Policy Number: USC016194220 - Effective 5/13/22 – 5/13/23
Limit: $100,000 – Deductible $1,000

Sexual Abuse & Misconduct Liability - Underwriters at Lloyd's, London
Policy Number: MEO5144318.22 - Effective 05/05/22 - 5/13/23
Limit: $1,000,000 - Aggregate - $2,000,000
Retention: $10,000
See Attached...

CERTIFICATE HOLDER

City of Hollywood
Procurement Services, Room #303
2600 Hollywood Blvd
PO Box 229045
Hollywood FL 330229045
USA

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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CIRCUIT

AGENCY CUSTOMER ID: JAMJINC-01
LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Insurance Office of America, Inc.	Circuit Transit, Inc. 777 S Flagler Drive, Suite 800 W. West Palm Beach FL 33401
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

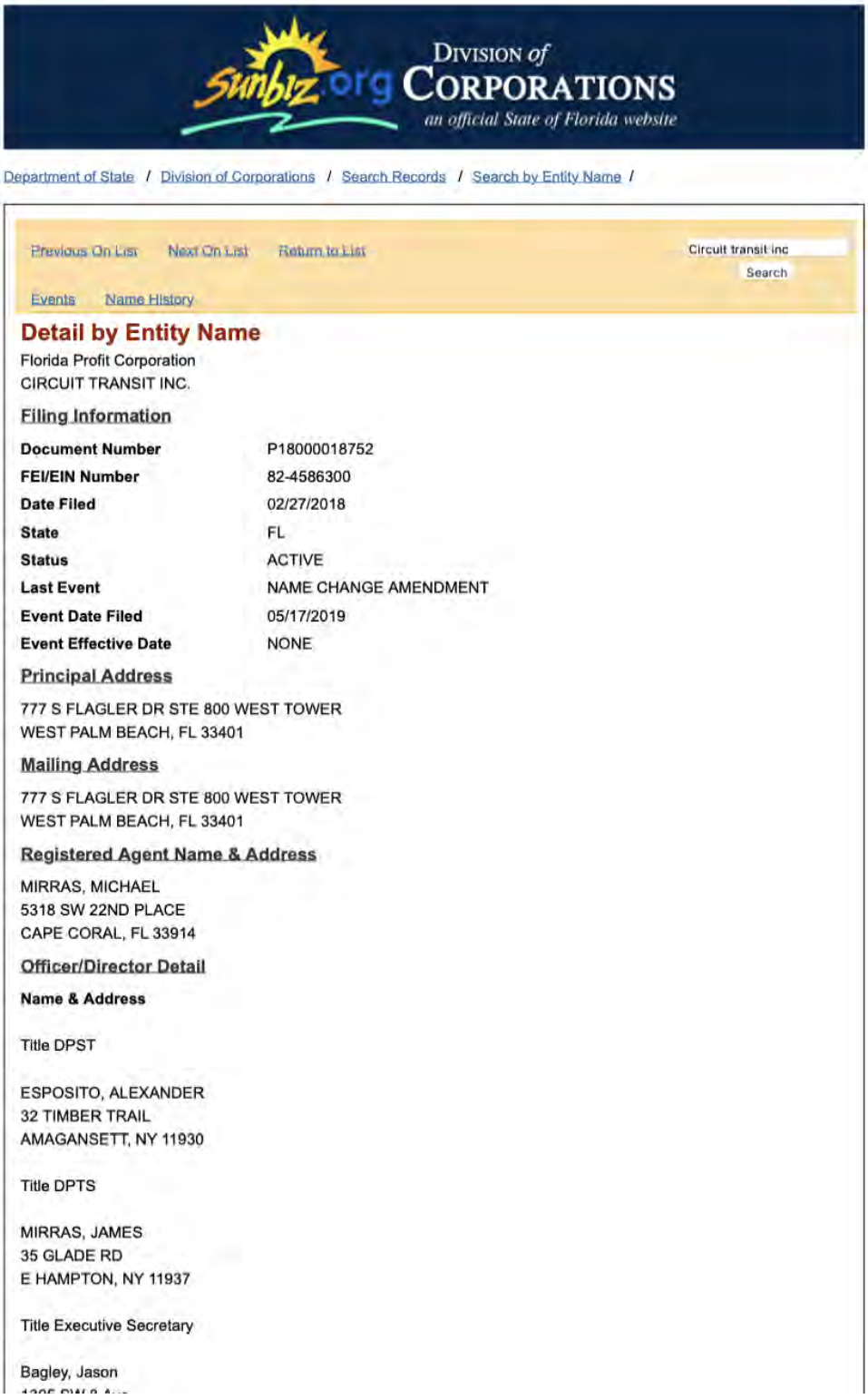
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is additional insured with regard to general liability on a primary and non-contributory basis as required by written contract or agreement. A waiver of subrogation in favor of the certificate holder applies with regard to general liability and workers compensation as required by written contract or agreement.
City of Hollywood is named Addtional Insured with respects to the general liability and auto liability as required by written contract or agreement.

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CIRCUIT

C13. Proof of State of Florida Sunbiz Registration



Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List Circuit transit inc Search

Events Name History

Detail by Entity Name

Florida Profit Corporation
CIRCUIT TRANSIT INC.

Filing Information

Document Number	P18000018752
FEI/EIN Number	82-4586300
Date Filed	02/27/2018
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/17/2019
Event Effective Date	NONE

Principal Address

777 S FLAGLER DR STE 800 WEST TOWER
WEST PALM BEACH, FL 33401

Mailing Address

777 S FLAGLER DR STE 800 WEST TOWER
WEST PALM BEACH, FL 33401

Registered Agent Name & Address

MIRRAS, MICHAEL
5318 SW 22ND PLACE
CAPE CORAL, FL 33914

Officer/Director Detail

Name & Address

Title DPST

ESPOSITO, ALEXANDER
32 TIMBER TRAIL
AMAGANSETT, NY 11930

Title DPTS

MIRRAS, JAMES
35 GLADE RD
E HAMPTON, NY 11937

Title Executive Secretary

Bagley, Jason

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CIRCUIT

E HAMPTON, NY 11937

Title Executive Secretary

Bagley, Jason
1305 SW 8 Ave
Fort Lauderdale, FL 33315

Title Executive Secretary

Powell, Brian
777 S FLAGLER DR STE 800 WEST TOWER
WEST PALM BEACH, FL 33401

Annual Reports

Report Year	Filed Date
2020	07/20/2020
2021	03/07/2021
2022	03/26/2022

Document Images

03/26/2022 -- ANNUAL REPORT	View image in PDF format
03/07/2021 -- ANNUAL REPORT	View image in PDF format
07/20/2020 -- ANNUAL REPORT	View image in PDF format
05/17/2019 -- Name Change	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
02/27/2018 -- Domestic Profit	View image in PDF format

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Appendix

Appendix 1 - Letters of Support

Appendix 1.1 Rider Letter of Support:

CIRCUIT



Letter of Support for Circuit Services, Hollywood, FL

I have used or am familiar with Circuit's services in Hollywood, and I think they're a good addition to our Community. Circuit provides a low cost service that creates local jobs, improves access to transportation, helps move residents and visitors to local businesses, and is reducing emissions in the area. This is a positive program that I believe the City should continue to support and invest in.

Circuit helps take me to restaurants, downtown businesses, the ArtsPark, beaches, grocery stores, the Broadwalk, other Hollywood destinations and community events.

(If you agree, please enter your name below)

First name *

Please complete this required field.

Last name

Email

What most describes you?

- [x] Resident
- [ ] Visitor
- [ ] Business Owner
- [ ] Other

Other:

If other please describe:

Additional Comments

Thank you for filling out the form! To learn more please visit us at: www.ridecircuit.com

Disclaimer:
"Circuit may share the aggregated results of this form with the public, however your personal details (full name and email address) will not be shared."

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CIRCUIT

Rider Letter Response Submissions:

First name	What most describes you?	Additional Comments
Louise	Visitor	Good service
Jerry	Visitor	
Kenya	Resident	
Pete	Visitor	
Doretha	Resident	Great service
jeff	Resident	
Veronica	Resident	Super friendly!
Claudia	Resident	
Kelsey	Resident	
Kathleen	Resident	The drivers are always pleasant and helpful to our tourists
Jim	Resident	
Martina	Visitor	
Wolfgang	Resident	
Adriana	Resident	Amazing service BT Lou!
Noah	Other	
Pamela	Visitor	I used circuit in Pompano Beach and loved it!
Dorothy	Resident	Circuit is wonderful, especially for senior citizens. Your drivers are all very nice. Thank you for this service.
David	Resident	
Linda	Resident	
Wanda	Resident	She did a great job!
Michael	Visitor	
Michael	Visitor	

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Wanda	Resident	
Michael	Visitor	
Elizabeth	Visitor	Alex our driver was fabulous!!
Nicole	Visitor	This is such a great asset to the area. It made our trip easy and comfortable. Not only will I highly recommend this to my travel friends, I would be less apt to travel to the Hollywood/Lauderdale area without it.
Kyle	Visitor	
Shay	Other	
Jason	Resident	Love Circuit, just another thing that makes Hollywood great!
Erin	Resident	I don't have a car, so circuit is a critical part of my transportation paradigm.
Michael	Visitor	Circuit is a great addition to the community! Drivers are always friendly and helpful!
Connie	Resident, Business Owner	A pleasure to feel Iâ€™m in vacation in my own city!
Alana	Resident	
Joe	Visitor	
Jerry	Visitor	Ralph M was a great very personable driver. We really enjoyed the ride.
jason	Visitor	Steven was a great driver and very informative.
Sandra	Resident	Perfect service!
Sandy	Visitor	
Laura	Visitor	Love the circuit!
Corinne	Visitor	The drivers are ALWAYS so nice and helpful.
Carolina	Resident	
Keri	Resident	
Patricia	Resident	
David	Resident	

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Zhanna	Visitor	
Niki	Visitor	
Lauren	Resident	Amazing service! Cant wait to ride again! Tim was fantastic
Elizabeth	Visitor	Stephen was a great driver. Very informative and fun! Thank you!
Susan	Resident	Great service
mark	Visitor	great service well run - nice alternative to ride share
Sul	Visitor	Love Stephen!
Arielle	Resident	Circuit is a blessing for me. I dont have a car and im handicapped so im limited in my ability to walk distances. Circuit allows me to go grocery shopping, run errands, and even go to the beach. Im super grateful- we need more circuit everywhere- Protect our Earth from car pollution and continue to offer low cost rides . Thank you
Monika	Visitor	
Latoya	Resident	
Latoya	Resident	
Heather	Visitor	Casual ride. Loved it
Alex	Resident	
Isabel	Resident	Love the convenience. Especially appreciated with out-of-town visitors.
Lynn	Resident	
Randy	Visitor	
James		
Remmy	Resident	Great service and friendly drivers.
Dominic	Resident	
DEBBIE	Visitor	We are from Pennsylvania but visit Hollywood frequently and love using Circuit

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Tatiana	Resident	I love it! Wish it was even more encompassing in the Lakes area!
Michael	Resident	
Beverly	Resident	I really enjoy the service its an asset to my life
Beverly	Resident	I really enjoy the service its an asset to my life
Susan	Resident	Circuit provides a vital service for the community!
Tracy	Visitor	
Gloria	Resident	
Terri	Resident	I love the service!
margarita	Resident	love CIRCUIT !!!
Anna maria	Visitor	I love circuit .we dont have a car while were here very useful to us . Thank to all staff . By the way all drivers are very pleasant .
Shanita	Resident	
Tassana	Resident	I love the circuit it takes me to the beach and activities around the area I love it
Dave	Visitor	Circuit is a wonderful service. I wish the hours were earlier in the morning.
Linda	Resident	Excellent service. Friendly drivers. Tim & Yolanda are great
salvina	Other	
Rogelio	Resident	Is really Good and Nice for the city of Hollywood
Rene	Resident	My family and I live circuit!
NINA	Visitor	I look forward to the Circuit rides and the friendly service every time I visit. It's invaluable!
Denise	Resident	
Robin	Resident	
Luz	Resident	I looove circuit transportation. I wish you ran a bit earlier.

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Kevin	Resident	
Josefina	Resident	
Claude	Resident	
Matthew	Resident	
Tony	Resident	
Tony	Resident	
Dan		
Hana	Resident	
Leslie	Visitor	
Nan	Visitor	This is a tremendous service in an area with a shortage of parking places! Used it many times.
Bryan	Resident, Business Owner	
John	Visitor	
Dirk	Visitor	We stayed in Hallandale this January and used circuit many times. I would like to see more use of this technology and keep it as a form of transportation in Hollywood as well in other communities
Donnette	Resident	
Raul	Resident	
Ivan	Resident	
Princess	Resident	I would love this for Washington dc
Elly	Resident	
Mike	Resident	Love the circuit. I will be taking it tonight to the beach.
Alan	Resident, Business Owner	Great Service Drivers are always Happy and have a Smile on there face Vehicle always clean
Lynda	Visitor	
Kristine	Business Owner	Circuit has been a great addition to the Hollywood area and reduces traffic.
Isaac	Resident	Keep up the good work!

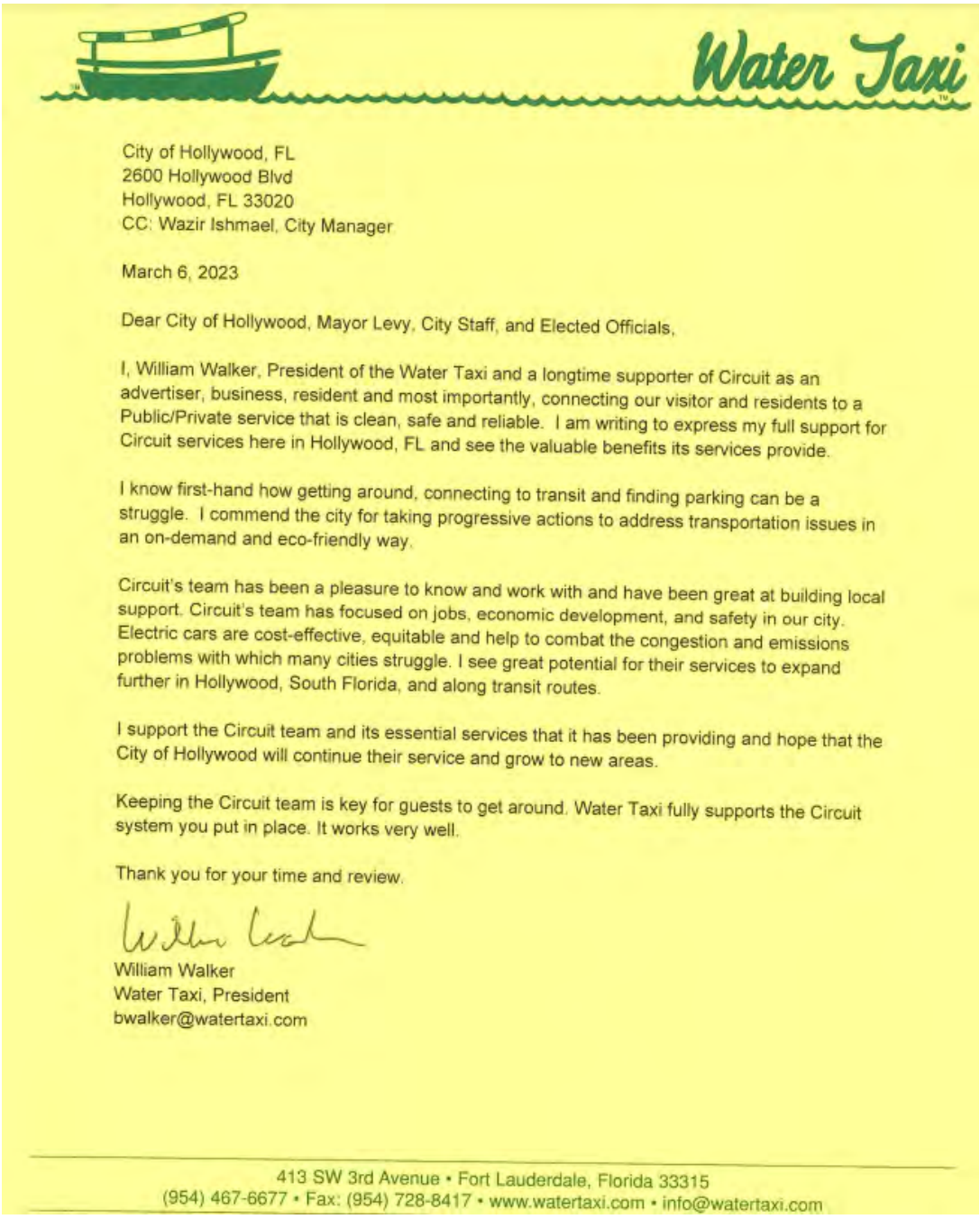
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Steven	Visitor	This is a wonderful additional benefit to coming to visit Hollywood!
Eric	Resident	
Peter	Resident	
Doug	Business Owner	
Alex	Business Owner	It's great!
Ian	Business Owner	
Alana	Resident	

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Appendix 1.2 Letters of Support:

Appendix 1.2.1 Water Taxi



Water Taxi

City of Hollywood, FL
2600 Hollywood Blvd
Hollywood, FL 33020
CC: Wazir Ishmael, City Manager

March 6, 2023

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, William Walker, President of the Water Taxi and a longtime supporter of Circuit as an advertiser, business, resident and most importantly, connecting our visitor and residents to a Public/Private service that is clean, safe and reliable. I am writing to express my full support for Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a struggle. I commend the city for taking progressive actions to address transportation issues in an on-demand and eco-friendly way.

Circuit's team has been a pleasure to know and work with and have been great at building local support. Circuit's team has focused on jobs, economic development, and safety in our city. Electric cars are cost-effective, equitable and help to combat the congestion and emissions problems with which many cities struggle. I see great potential for their services to expand further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the City of Hollywood will continue their service and grow to new areas.

Keeping the Circuit team is key for guests to get around. Water Taxi fully supports the Circuit system you put in place. It works very well.

Thank you for your time and review.

William Walker
Water Taxi, President
bwalker@watertaxi.com

413 SW 3rd Avenue • Fort Lauderdale, Florida 33315
(954) 467-6677 • Fax: (954) 728-8417 • www.watertaxi.com • info@watertaxi.com

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WEST PALM BEACH
DOWNTOWN DEVELOPMENT AUTHORITY

City of Hollywood, FL
2600 Hollywood Blvd
Hollywood, FL 33020
CC: Wazir Ishmael, City Manager

February 22, 2023

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, Teneka James-Feaman am a longtime supporter of Circuit as an advertiser and collaborator on transit for Downtown West Palm Beach. I am writing to express my full support of Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a struggle. I commend the city for taking progressive actions to address transportation issues in an on-demand and eco-friendly way.

Circuit's team has been a pleasure to know and work with and have been great at building local support. Circuit's team has focused on jobs, economic development, and safety in our city. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems with which many cities struggle. I see great potential for their services to expand further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the City of Hollywood will continue their service and grow to new areas.

Thank you for your time and review. Please feel free to contact me at Tjames@DowntownWPB.com or (561)833-8873.

Teneka James-Feaman

Teneka James-Feaman, M.B.A.
Associate Executive Director
West Palm Beach Downtown Development Authority
300 Clematis Street, Ste 200
West Palm Beach, FL 33401

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Cityfi

Austin, TX
Columbus, OH
Denver, CO
Los Angeles, CA
Miami, FL
New York, NY
Pittsburgh, PA
Seattle, WA
Washington, DC

February 28, 2023

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I am pleased to provide this letter of support for Circuit. As a long time supporter of transit, including recently serving as Associate Administrator for Transit Innovation at the Federal Transit Administration, I am pleased to now advise Circuit as they continue to grow in meeting the mission of cleaner, connected and thriving communities.

Safe, attractive, and convenient transportation is fundamental to community and economic vibrancy. Cities are people-places that thrive when people can arrive downtown and easily move about it without the need for a private automobile. Easy and efficient connections between transit, parking and destinations enhance the quality of a place and allow more places for people (and customers!) while reducing the negative impacts of traffic, stress and safety concerns.

I commend Hollywood for taking progressive actions to enhance both transportation and the vibrancy of your community through on-demand and eco-friendly services. Circuit's team has been a pleasure to know and work with. The are committed to the communities they serve and build strong and authentic partnerships. They are value-driven with a strong focus on local jobs, economic development, and safety. The electric vehicles are clean and cost-effective, helping to combat the congestion and enhance equity and access. I see great potential for their services to expand further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the City of Hollywood will continue their service and grow to new areas. Please reach out if I can provide any additional information.

Sincerely

Karina Ricks
Partner
karina@Cityfi.co

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City of Hollywood, FL
2600 Hollywood Blvd
Hollywood, FL 33020
CC: Wazir Ishmael, City Manager

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, Michael J. Leffler am a long time supporter of Circuit as an Billy Stone Crab. I am writing to express my full support of Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a struggle. I commend the city for taking progressive actions to address transportation issues in an on-demand and eco-friendly way.

Circuit's team has been a pleasure to know and work with and have been great at building local support. Circuit's team has focused on jobs, economic development, and safety in our city. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems with which many cities struggle. I see great potential for their services to expand further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the City of Hollywood will continue their service and grow to new areas.

Thank you for your time and review.

NAME Michael J Leffler
TITLE GM
BUSINESS (if applicable)
ADDRESS 1

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City of Hollywood, FL
2600 Hollywood Blvd
Hollywood, FL 33020
CC: Wazir Ishmael, City Manager

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, Joze Zapata am a long time supporter of Circuit as an World Tire Inc. I am writing to express my full support of Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a struggle. I commend the city for taking progressive actions to address transportation issues in an on-demand and eco-friendly way.

Circuit's team has been a pleasure to know and work with and have been great at building local support. Circuit's team has focused on jobs, economic development, and safety in our city. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems with which many cities struggle. I see great potential for their services to expand further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the City of Hollywood will continue their service and grow to new areas.

Thank you for your time and review.

NAME Joze N Zapata
TITLE Owner
BUSINESS (if applicable) World Tire Inc
ADDRESS 1 1315 N. Federal Hwy
Hollywood FL 33020

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City of Hollywood, FL
2600 Hollywood Blvd
Hollywood, FL 33020
CC: Wazir Ishmael, City Manager

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, Donald Tells am a long time supporter of Circuit as an Vice President Operations. I am writing to express my full support of Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a struggle. I commend the city for taking progressive actions to address transportation issues in an on-demand and eco-friendly way.

Circuit's team has been a pleasure to know and work with and have been great at building local support. Circuit's team has focused on jobs, economic development, and safety in our city. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems with which many cities struggle. I see great potential for their services to expand further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the City of Hollywood will continue their service and grow to new areas.

Thank you for your time and review.

NAME Donald Tells
TITLE Hotel Operations
BUSINESS (if applicable) Margaritaville
ADDRESS 1

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City of Hollywood, FL
2600 Hollywood Blvd
Hollywood, FL 33020
CC: Wazir Ishmael, City Manager

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, Alex Serafini am a long time supporter of Circuit as an Business - Le Tub/Tiki Tiki/GG's I am writing to express my full support of Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a struggle. I commend the city for taking progressive actions to address transportation issues in an on-demand and eco-friendly way.

Circuit's team has been a pleasure to know and work with and have been great at building local support. Circuit's team has focused on jobs, economic development, and safety in our city. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems with which many cities struggle. I see great potential for their services to expand further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the City of Hollywood will continue their service and grow to new areas.

Thank you for your time and review.

NAME Alex Serafini
TITLE Owner
BUSINESS (if applicable) Tiki Tiki / Le Tub / GG's
ADDRESS 1 4200 N. Ocean Drive
Hollywood, FL. 33019

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City of Hollywood, FL
2600 Hollywood Blvd
Hollywood, FL 33020
CC: Wazir Ishmael, City Manager

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, JUAN QUINTANA am a long time supporter of Circuit as an _____. I am writing to express my full support of Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a struggle. I commend the city for taking progressive actions to address transportation issues in an on-demand and eco-friendly way.

Circuit's team has been a pleasure to know and work with and have been great at building local support. Circuit's team has focused on jobs, economic development, and safety in our city. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems with which many cities struggle. I see great potential for their services to expand further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the City of Hollywood will continue their service and grow to new areas.

Thank you for your time and review.

NAME JUAN QUINTANA
TITLE _____
BUSINESS (if applicable) Diplomat (valet)
ADDRESS 1 _____
_____

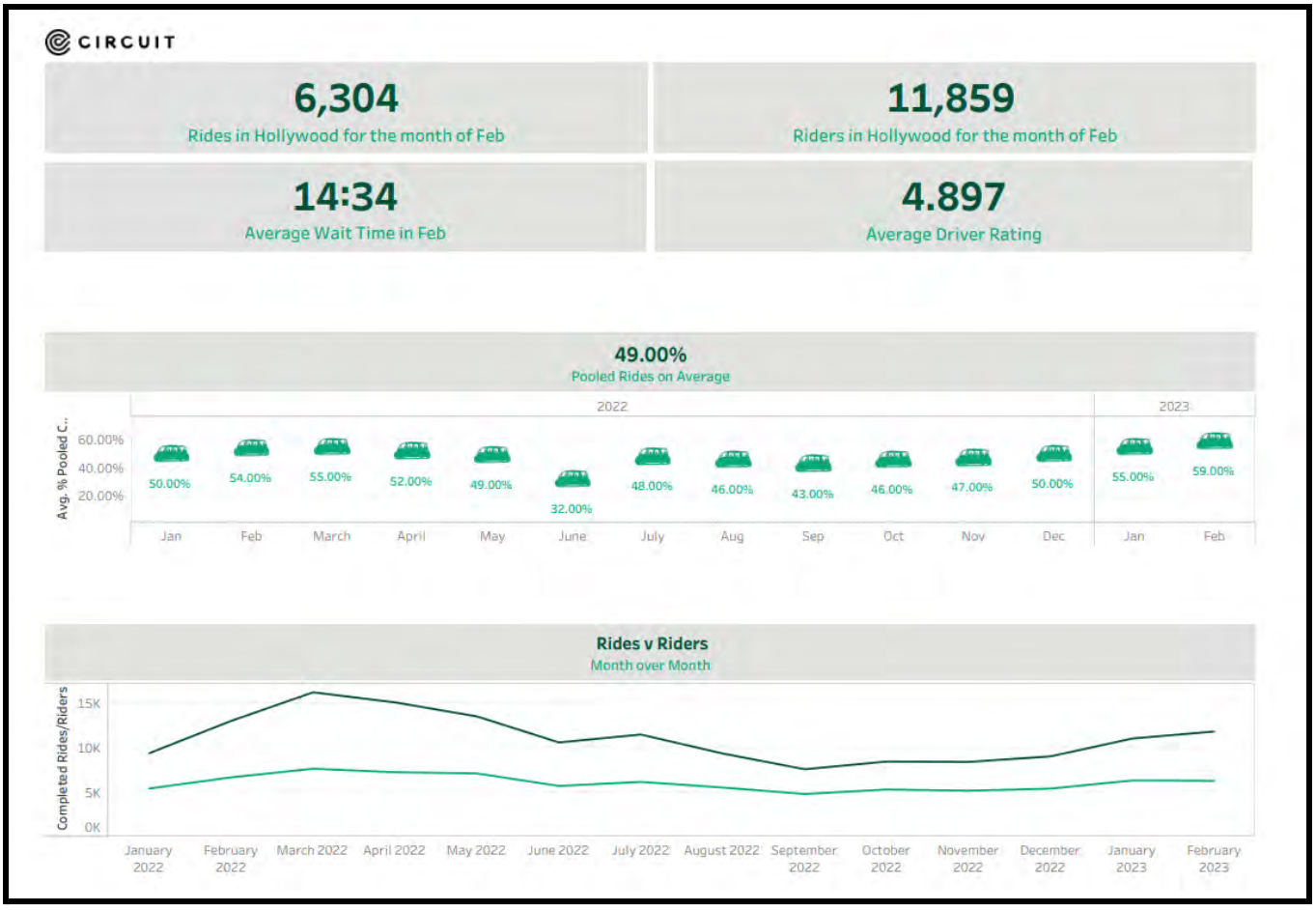
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CIRCUIT

Appendix 2 - Example of Data Report

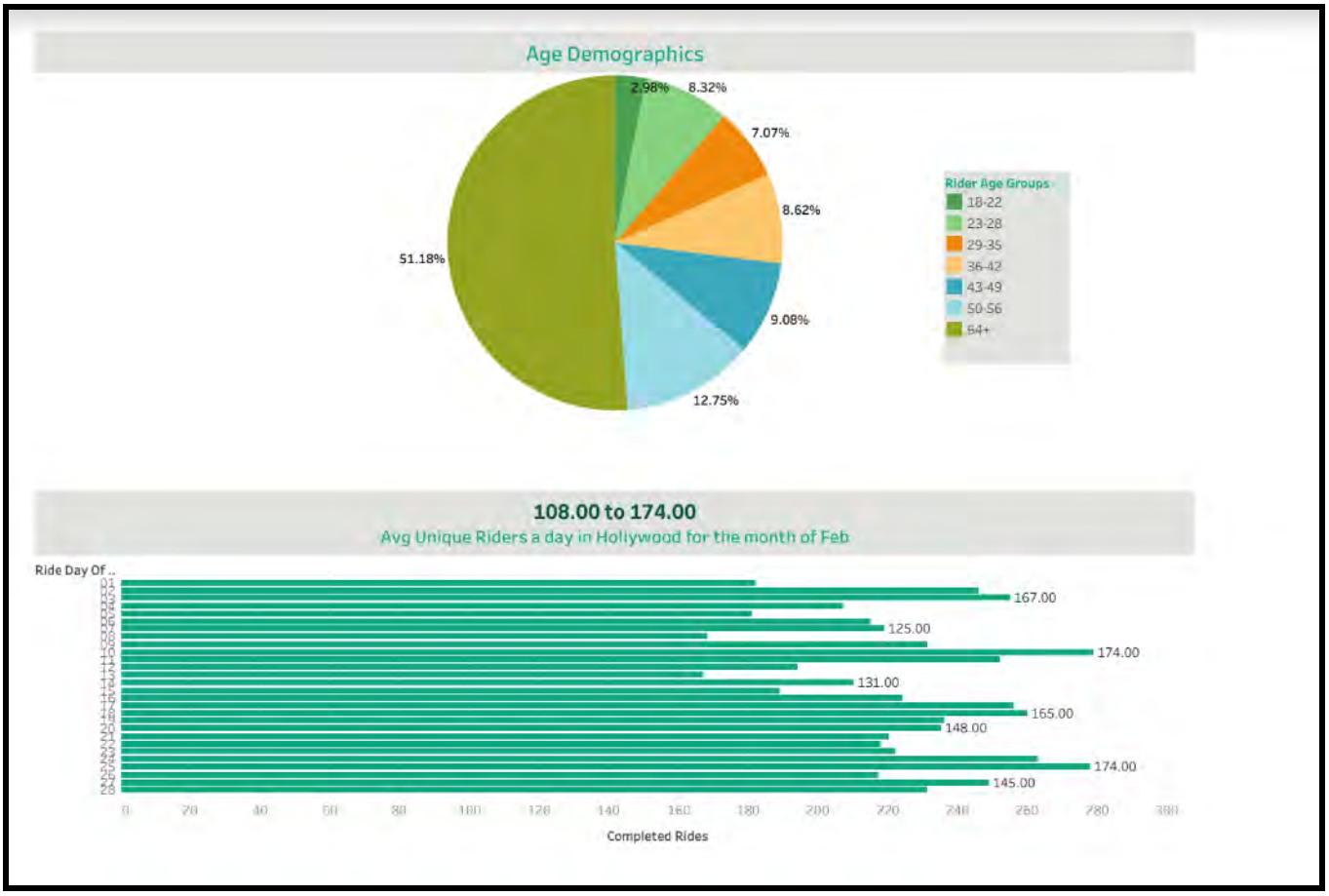
Appendix 2.1 February 2023 Hollywood Data Report

Below showcases the most recent monthly report of the Hollywood Sun Shuttle. Additional highlights include a $4.53 net cost per rider (Almost 90% lower than comparable micro-transit systems), 148,000+ annual riders, 11,859+ passengers in the short month of February 2023, and 41 passengers per revenue hour. Over the past 10 months of operation, the Hollywood Sun Shuttle Circuit has reduced greenhouse gas emissions by 242 metric tons CO2, saved over 27,231 gallons of gas, and reduced traffic congestion by 182,000+ miles driven (by an average gasoline-powered vehicle). This GHG savings is the equivalent to the emissions reduced by 4,001 tree seedlings grown for 10 years (calculated using EPA GHG Equivalencies Calculator[9]).



[9] https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator

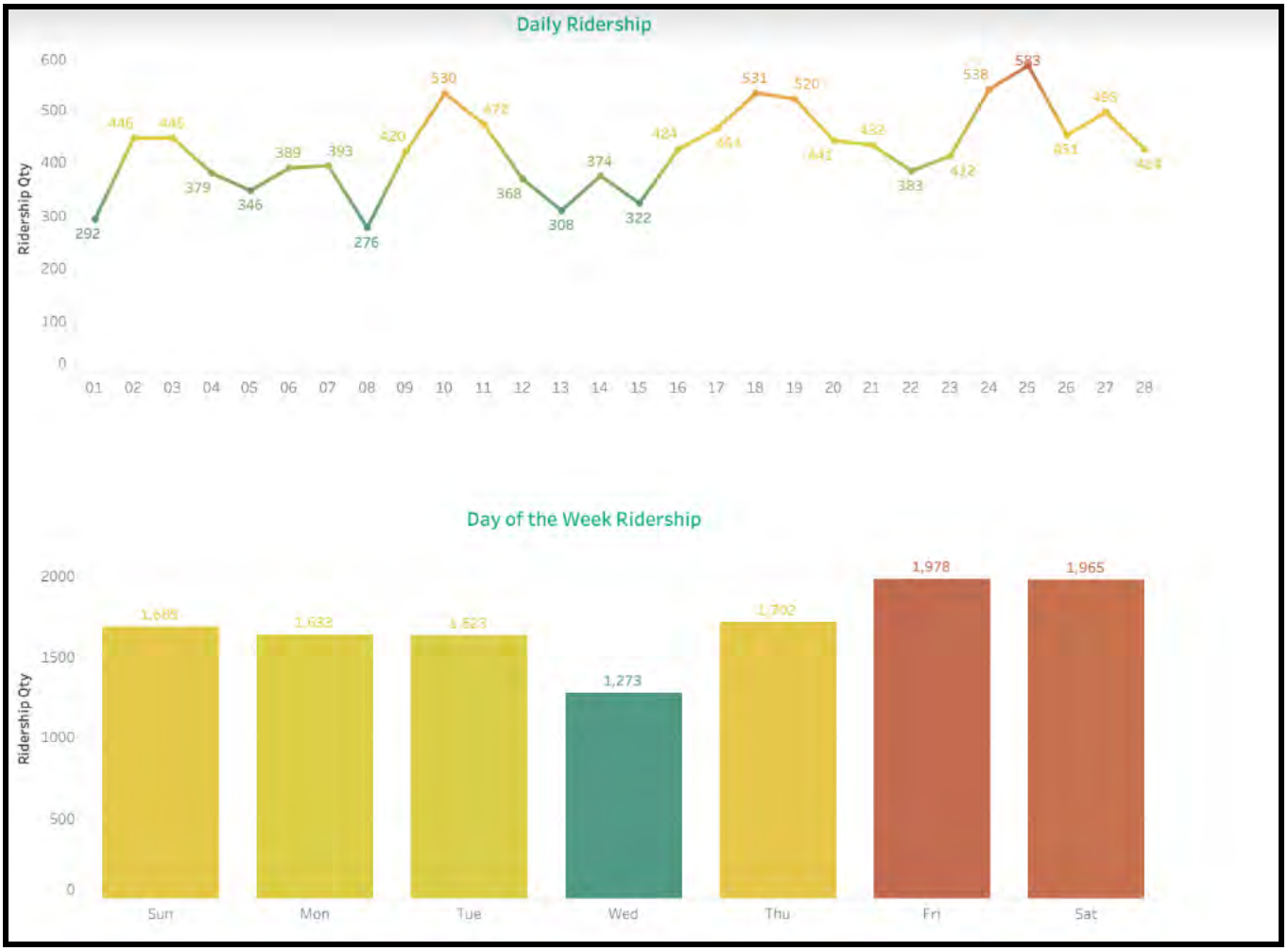
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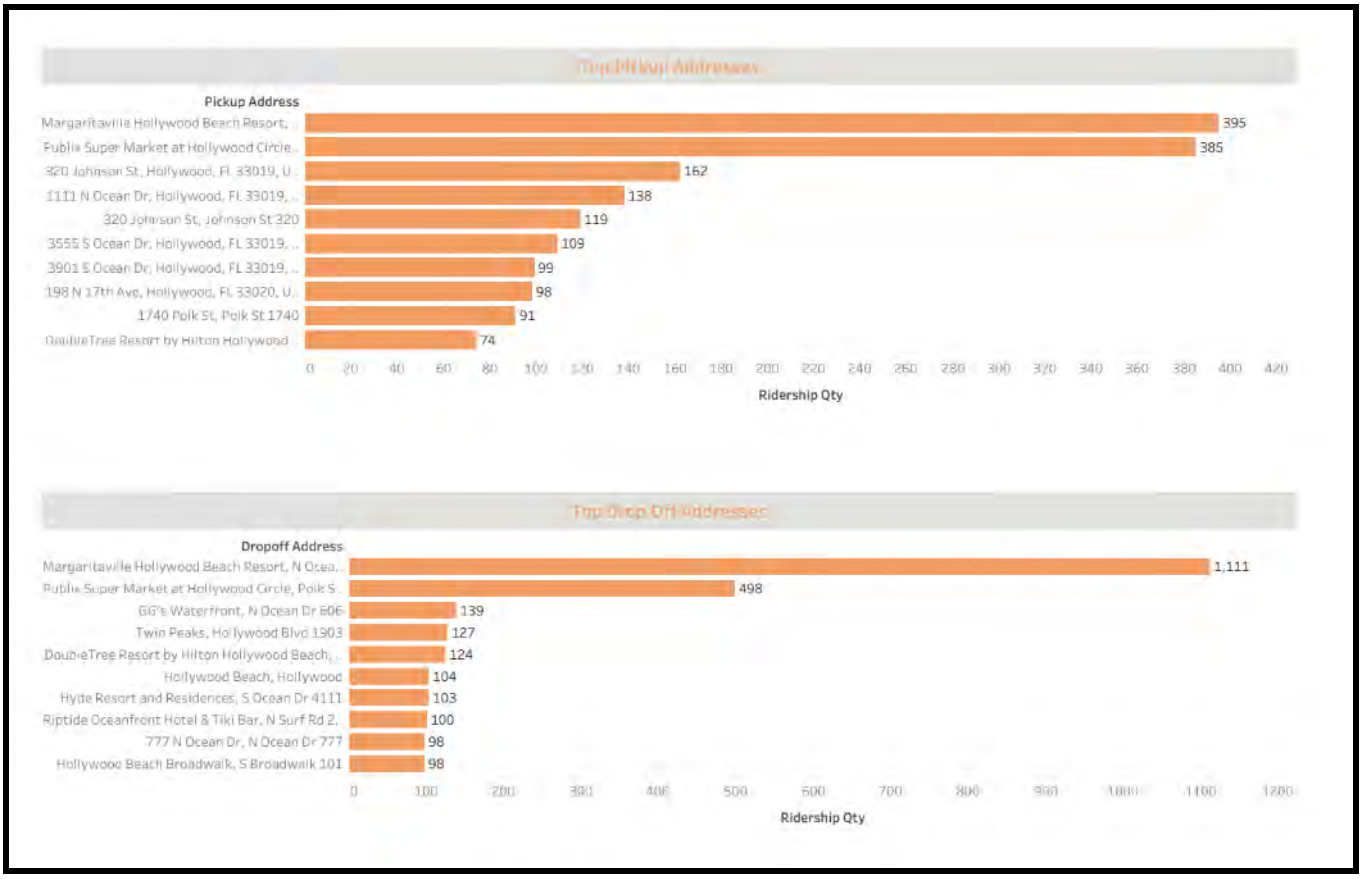
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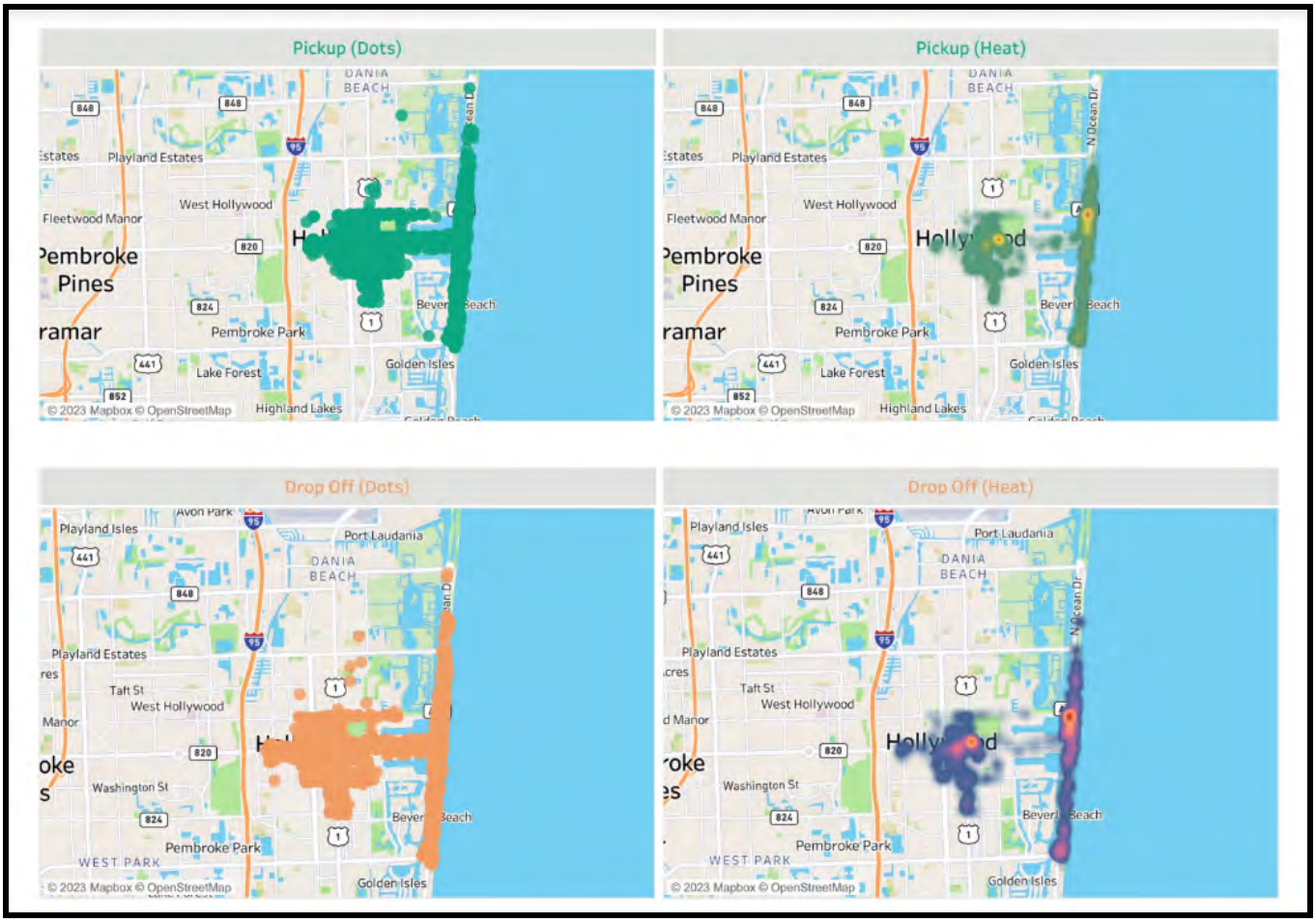
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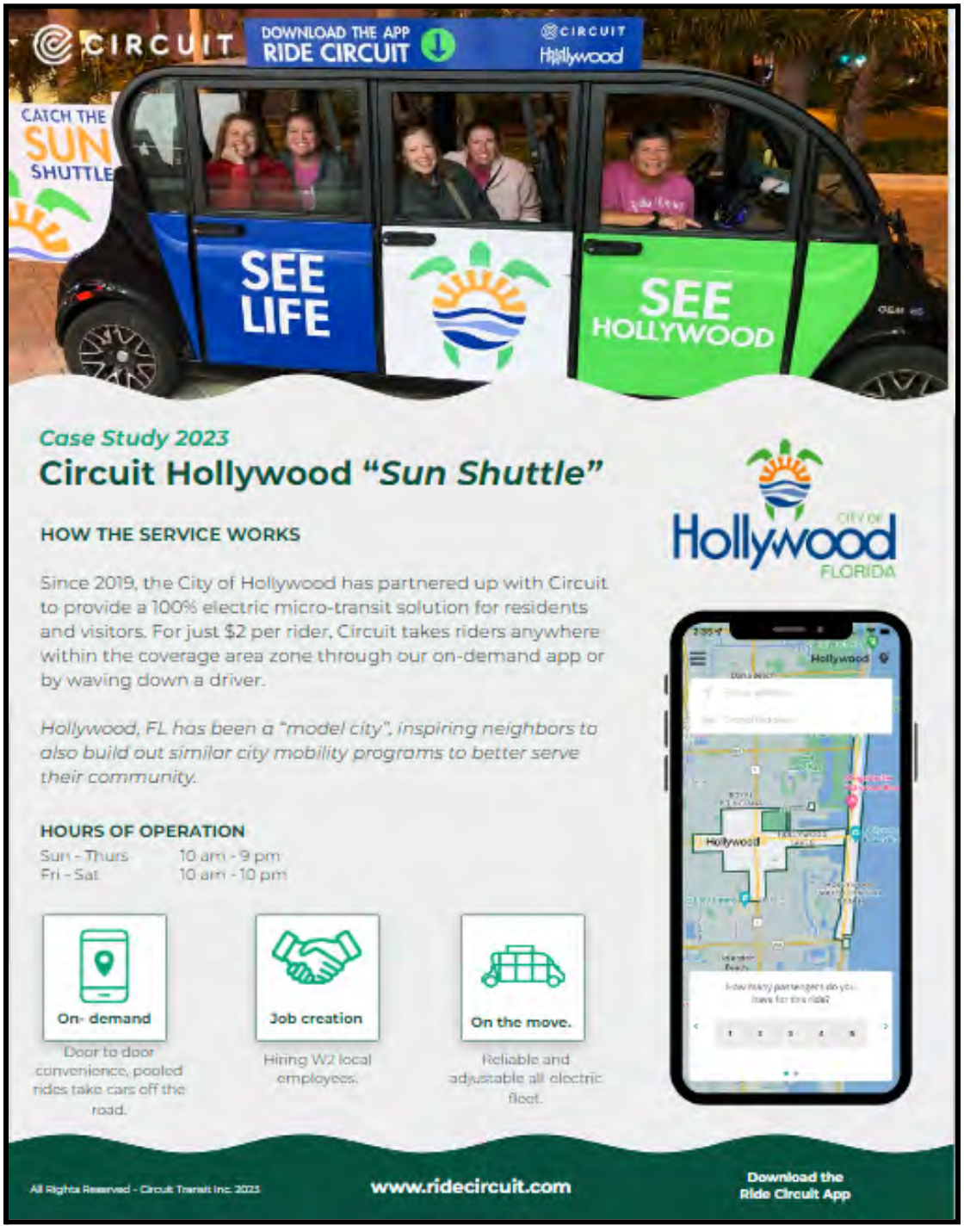
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Appendix 3 - Case Studies

Appendix 3.1 - Hollywood Case Study

Hollywood Sun Shuttle 2023 Case Study- Page 1



CIRCUIT

Hollywood Sun Shuttle 2023 Case Study -Page 2



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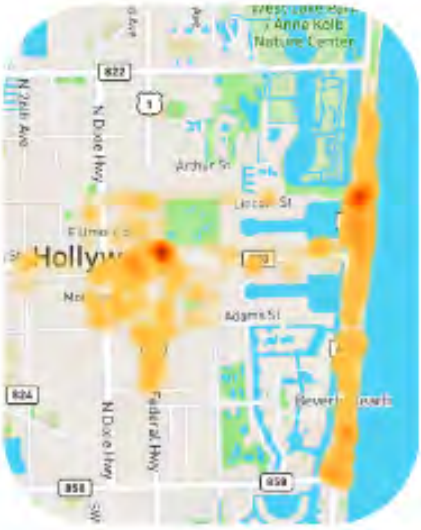
Hollywood Sun Shuttle 2023 Case Study- Page 3 (last page)

CIRCUIT

Last Mile, People First
Hollywood, FL

Hollywood Heat Map

Our Hollywood, FL area includes Downtown, Hollywood Beach, and US-1 Federal Highway. Through Circuit's app our team has been able to track requests and view the most popular stops & pick-ups.





Circuit @ the Hollywood Candy Cane Parade 2022

Hollywood, FL Hotspots

- ArtsPark at Young Circle
- City Hall
- Hollywood Beach Broadwalk
- Hollywood Blvd.
- Margaritaville
- Publix



ABOUT CIRCUIT

Circuit's ultimate goal is to reduce congestion and its harmful effects on the environment and our quality of life. We do this by getting people out of their cars for short trips, encouraging visitors to park once, and by making connections to existing mass transit hubs. We work with innovative cities and forward-thinking advertising partners to offer electric shuttles that make mobility easier, smarter, more affordable, and fun.

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ridecircuit.com

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Brightline Case Study- Page 1

CIRCUIT

Last Mile, People First
Brightline+

Case Study 2022



In 2021, Brightline partnered with Circuit to provide a new mobility service - Brightline+ that gets you from point A to point B seamlessly.

THE CHALLENGE

- Get people out of their personal vehicles
- Connectivity to/ from Brightline Stations
- Multiple apps needed for trip planning
- Reduce GHG Emissions

THE SOLUTION

- Brightline, connecting West Palm Beach, Fort Lauderdale and Miami
- Free or low cost first and last mile shuttles to and from all stations
- Shuttle add-on on booking platform
- 100% Electric Fleet







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brightline

ridecircuit.com

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Brightline Case Study- Page 2

CIRCUIT

Last Mile, People First
Brightline+

Case Study

BACKGROUND

Getting around congested South Florida is challenging. In 2018, Brightline launched the first and only privately owned and operated intercity passenger railroad in the United States. Commuters and leisure travellers could now easily connect between West Palm Beach, Fort Lauderdale and Miami. After an extended suspension of service due to Covid-19, Brightline revamped and relaunched in November 2021 with a new first and last mile shuttle service - Brightline+.

Circuit was selected to operate the service for all of the Brightline stations. Offering a mixed, all EV fleet with NEVs, Tesla Model Y's, and electric passenger vans, operated by w2 hourly employees, the service has received tremendous support. Passengers can now book private or shared rides in EV's to and from all stations during the purchase of their train tickets online or in app. The innovative door to door service has significantly increased the user experience, streamlined travel, replaced ICE trips with EV trips and created 65+ jobs.



Mayor Suarez at the Brightline+ launch event



Brightline+ on NBC 6 South Florida

ABOUT CIRCUIT

Circuit's ultimate goal is to reduce congestion and its harmful effects on the environment and our quality of life. We do this by getting people out of their cars for short trips, encouraging visitors to park once, and by making connections to existing mass transit hubs. We work with innovative communities, companies and forward-thinking advertising partners to provide low or fare-free electric shuttle services that make mobility easier, smarter, more affordable, and fun.

Circuit offers on-demand rides around busy areas across the US using fleets of all-electric vehicles and a custom ride request app. The service aggregates riders, creates local jobs and connects brands with people in a beneficial way. Since starting, Circuit has given over 5 million rides, worked with Urban-X and CivStart accelerators, won numerous awards, and been applauded by the press.

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brightline

ridecircuit.com

Brightline Case Study- page 3 (last page)

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CIRCUIT

CIRCUIT

Last Mile, People First
Brightline+

Case Study

HOW THE SERVICE WORKS

Circuit operates fleets of all-electric vehicles including Polaris GEM low speed vehicles (LSV), Tesla Model Y and Lightning eMotors vans in West Palm Beach, Fort Lauderdale and Miami. All Circuit drivers and managers are local w2 employees and are trained in operations, customer service and maintenance. Circuit currently employs 75+ employees making living wages, including veterans for the Brightline+ program.

Circuit owns, insures, and operates the entire fleet and all vehicles are manufactured in the US.

Riders can book an eco-friendly private ride or eShuttle along with their train ticket to get to and from stations easily and affordably.









1

Brightline+ will be prompted while booking on the app or website



2

We pick you up from anywhere within 5 miles of a Brightline station



3

You skip all the traffic while you ride the train



4

We drop you off within a 5 mile radius of the station

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brightline

ridecircuit.com

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San Diego Case Study- Page 1



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San Diego Case Study- page 2 (last page)

CIRCUIT

Last Mile, People First
San Diego, CA

FEEDBACK

"It's convenient and fun to take the bus downtown and then hop on FRED to get to my final destination!"

"Not just a ride; more like having a tour guide...."

"It's wonderful, especially for seniors"

"I love the service. Drivers are friendly and the experience was hassle free."





34,550
Residents

81,237
Employees

65,000
Parking Spaces

ABOUT CIRCUIT

Circuit's ultimate goal is to reduce congestion and its harmful effects on the environment and our quality of life. We do this by getting people out of their cars for short trips, encouraging visitors to park once, and by making connections to existing mass transit hubs. We work with innovative cities and forward-thinking advertising partners to offer electric shuttles that make mobility easier, smarter, more affordable, and fun.



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CIRCUIT

Appendix 4- Additional Past Project Experience

Appendix 4.1 New Rochelle NY

Type of Service: On-demand micro-transit services
Contract Term: August 2019 - present
Nature of Services: In 2019, Circuit started a pilot program with the City of New Rochelle's Industrial Development Agency (IDA). The goal was to promote the downtown area's businesses and new developments and to provide a free connection to the Metro-North Railroad. The program was a fast success, prompting the City to issue an RFP that Circuit was fortunate to win in January 2020. The service and local team quickly ingrained itself in the community, including coordination and outreach with Veterans groups, senior living communities, and the Chamber of Commerce. During the pandemic, Circuit partnered with 511NYRideshare to provide trips to visiting nurses between hotels and the Montefiore Hospital.

Nature & Type of Vehicles: all-electric Polaris GEM e6



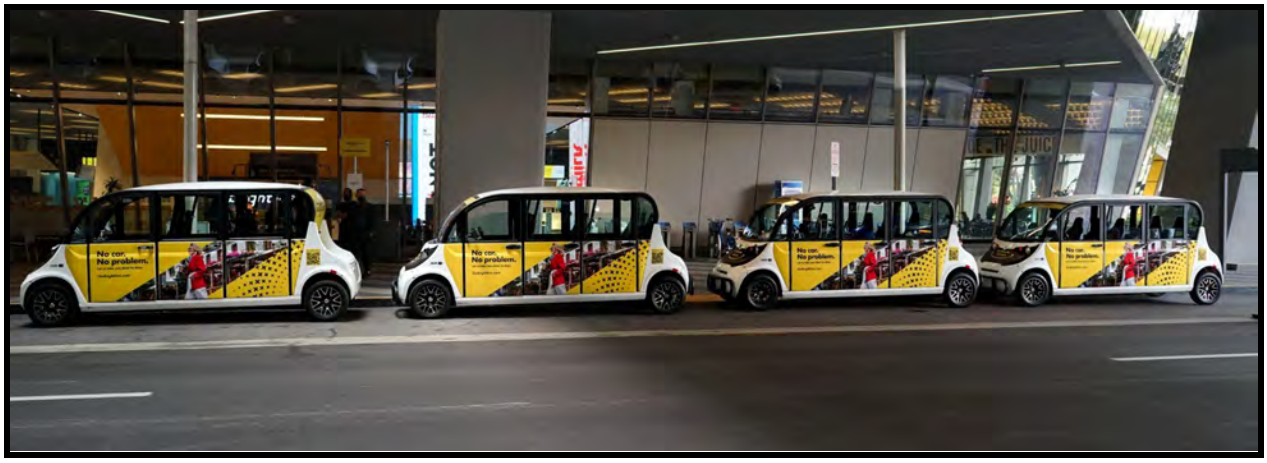
Circuit vehicle in New Rochelle

Appendix 4.2 Brightline

Type of Service: On-demand micro-transit services, fare-based program
Contract Term: August 2021 - present
Nature of Services: In 2021, Circuit was selected to provide on-demand first/last mile services by Brightline Trains for their reopening under the new program Brightline+. Service focuses on providing rides to/from Brightline stations within a specified radius of the Fort Lauderdale, West Palm Beach, and Miami stations. Passengers can now book private or shared rides in EV's to and from all stations during the purchase of their train tickets online or in app. The innovative door to door service has significantly increased the user experience, streamlined travel, replaced ICE trips with EV trips and created 65+ jobs.

Nature & Type of Vehicles: all-electric mixed fleet with Polaris GEM e6, Tesla Model Y, and electric passenger vans

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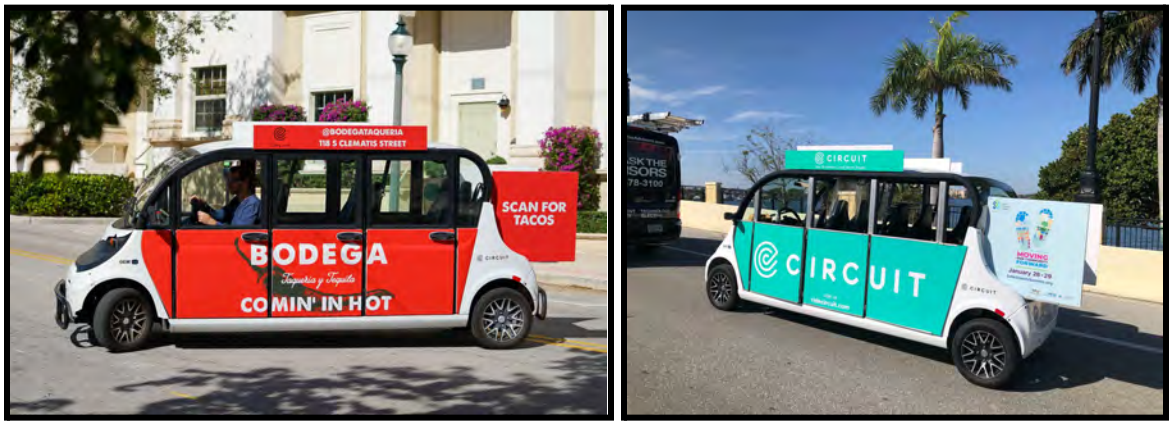


Circuit GEM vehicles with Brightline branding at Brightline trains reopening and Brightline+ launch event

Appendix 4.3. West Palm Beach, FL

Type of Service: On-demand micro-transit services
Contract Term: January 2013 - present
Nature of Services: Circuit has operated on-demand services using electric vehicles in the area since 2013. We focused on riders within West Palm Beach and Palm Beach. This service has been provided over these years with funding support from brand sponsors as well as a small fare program. In 2021, Circuit won a contract with West Palm Beach DDA to offer expanded and fare-free services in West Palm Beach and Palm Beach.

Nature & Type of Vehicles: all-electric Polaris GEM e6



Circuit vehicles in West Palm Beach with local business and safe street initiatives branding

Appendix 4.4 Pompano Beach, FL

Type of Service: On-demand micro-transit services
Contract Term: 2021 - present

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Nature of Services: In 2020, Circuit was selected for this project through competitive RFP and began operating in Spring 2021. The coverage area includes Downtown Hollywood and Hollywood Beach and consistently experiences high demand. This program began as a self-branded service and then opened for third party advertising.
Nature & Type of Vehicles: all-electric Polaris GEM e6

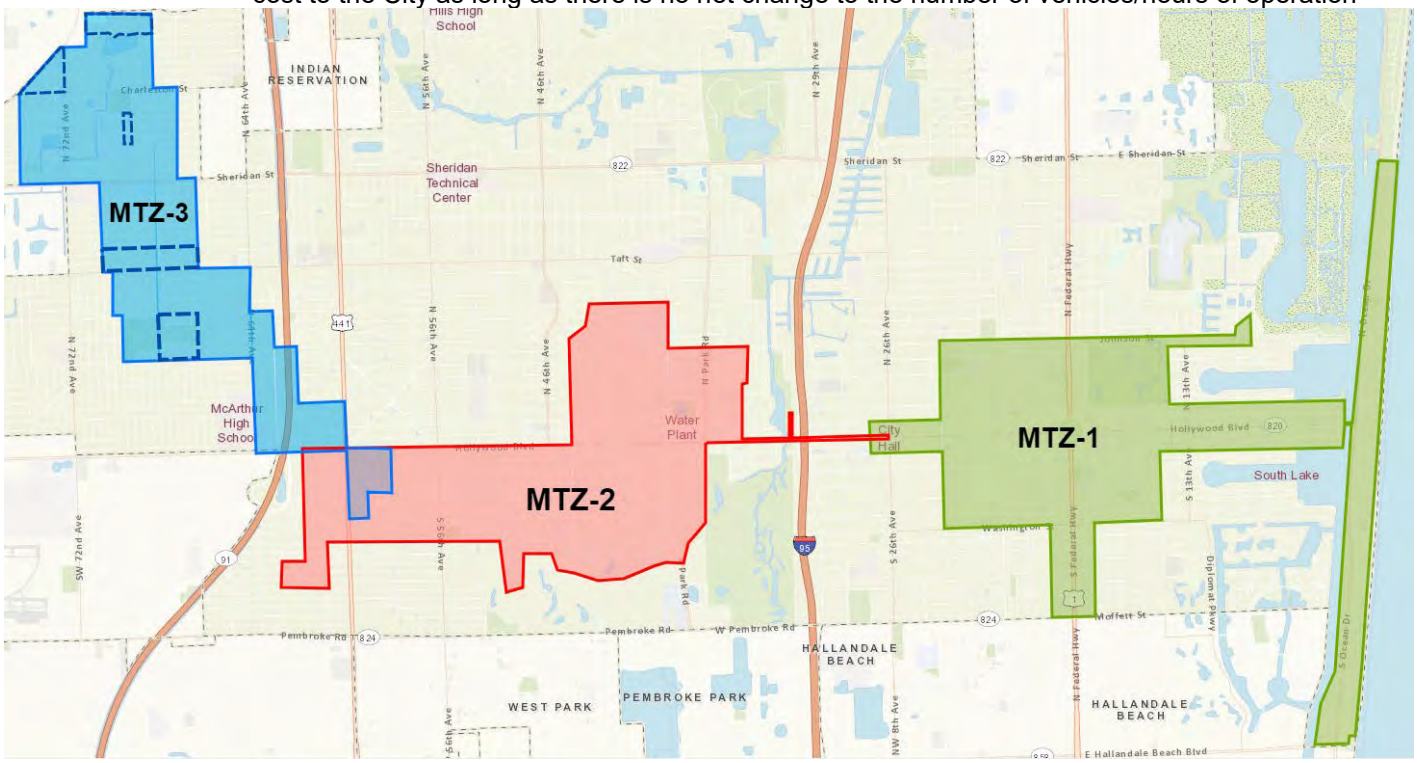


Circuit vehicles in Pompano Beach with City officials at ribbon cutting, 2021

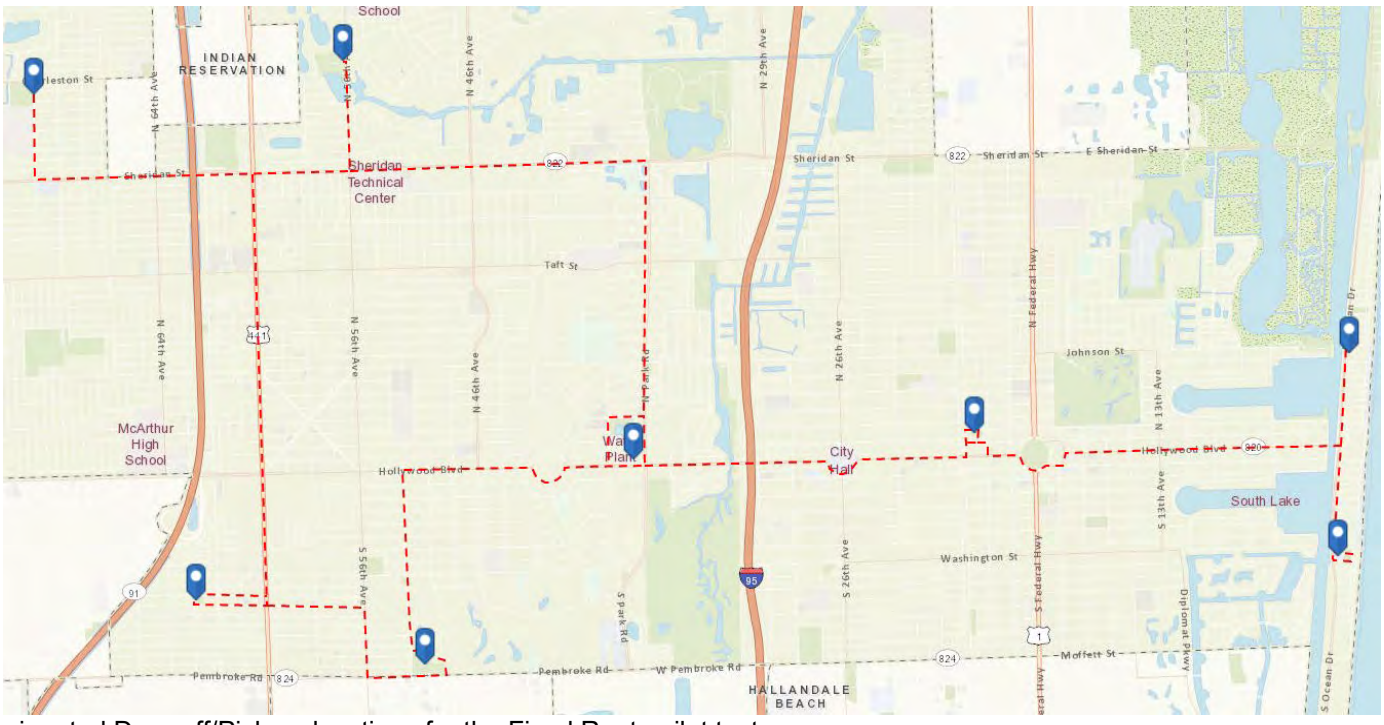
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EXHIBIT D – Service Areas

Micro-Transit Zones shown below may adjusted during the Contract Term based on demand/City needs at no cost to the City as long as there is no net change to the number of vehicles/hours of operation



On-Demand Micro-Transit Zones



Designated Drop-off/Pick up locations for the Fixed Route pilot test

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EXHIBIT E – Pricing

Zone 1 Downtown/Beach Zone (Combined 1 & 2 from RFP)

Month	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024
Hours Per Week	77	77	77	77	77	77	77	77	77	77	77	77
Hours Per Month	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95
# of GEMs	7	7	7	7	9	9	9	9	9	9	7	7
# of ADA Standby GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of EV Vans	1	1	1	1	1	1	1	1	1	1	1	1
# of Sedans	0	0	0	0	0	0	0	0	0	0	0	0
GEM Vehicle Service Hours	2,344.7	2,344.7	2,344.7	2,344.7	3,014.6	3,014.6	3,014.6	3,014.6	3,014.6	3,014.6	2,344.7	2,344.7
ADA Standby GEM Service Hours (STAN	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
EV Van Service Hours	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0
Sedan Service Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
$ / GEM Service Hour	$ 31.46	$ 31.46	$ 31.46	$ 31.46	$ 31.46	$ 31.46	$ 31.46	$ 31.46	$ 31.46	$ 31.46	$ 31.46	$ 31.46
$ / ADA Standby GEM/Service Hour	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00
$ / EV Van Service Hour	$ 41.71	$ 41.71	$ 41.71	$ 41.71	$ 41.71	$ 41.71	$ 41.71	$ 41.71	$ 41.71	$ 41.71	$ 41.71	$ 41.71
$ / Sedan Service Hour	$ 33.03	$ 33.03	$ 33.03	$ 33.03	$ 33.03	$ 33.03	$ 33.03	$ 33.03	$ 33.03	$ 33.03	$ 33.03	$ 33.03
Total Costs	**$ 87,733**	**$ 87,733**	**$ 87,733**	**$ 87,733**	**$ 108,809**	**$ 108,809**	**$ 108,809**	**$ 108,809**	**$ 108,809**	**$ 108,809**	**$ 87,733**	**$ 87,733**
Guranteed Ad Revenue / Month	$ 7,400	$ 7,400	$ 7,400	$ 7,400	$ 9,250	$ 9,250	$ 9,250	$ 9,250	$ 9,250	$ 9,250	$ 7,400	$ 7,400
Expected Fare Revenue / Month	$ 10,129	$ 10,129	$ 10,129	$ 10,129	$ 12,661	$ 12,661	$ 12,661	$ 12,661	$ 12,661	$ 12,661	$ 10,129	$ 10,129
Expected Revenues	**$ 17,529**	**$ 17,529**	**$ 17,529**	**$ 17,529**	**$ 21,911**	**$ 21,911**	**$ 21,911**	**$ 21,911**	**$ 21,911**	**$ 21,911**	**$ 17,529**	**$ 17,529**
Monthly Net Cost to City (E)	**$ 70,205**	**$ 70,205**	**$ 70,205**	**$ 70,205**	**$ 86,897**	**$ 86,897**	**$ 86,897**	**$ 86,897**	**$ 86,897**	**$ 86,897**	**$ 70,205**	**$ 70,205**

Zone 2 & 3 Hollywood West Zone Zone 3 Pilot Starts

Month	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024
Hours Per Week	56	56	56	56	56	56	56	56	56	56	56	56
Hours Per Month	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6
# of GEMs	0	0	0	0	0	0	0	0	0	0	0	0
# of EV Vans (ADA)	0	0	1	1	1	1	1	1	1	1	1	1
# of Sedans	0	0	1	1	1	1	1	1	1	1	1	1
GEM Vehicle Service Hours	0	0	0	0	0	0	0	0	0	0	0	0
EV Van Service Hours	0	0	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6
Sedan Service Hours	0	0	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6
$ / GEM Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / EV Van Service Hour	$ 49.22	$ 49.22	$ 49.22	$ 49.22	$ 49.22	$ 49.22	$ 49.22	$ 49.22	$ 49.22	$ 49.22	$ 49.22	$ 49.22
$ / Sedan Service Hour	$ 38.27	$ 38.27	$ 38.27	$ 38.27	$ 38.27	$ 38.27	$ 38.27	$ 38.27	$ 38.27	$ 38.27	$ 38.27	$ 38.27
Total Costs	**$ -**	**$ -**	**$ 21,313**	**$ 21,313**	**$ 21,313**	**$ 21,313**	**$ 21,313**	**$ 21,313**	**$ 21,313**	**$ 21,313**	**$ 21,313**	**$ 21,313**
Guaranteed Ad Revenue / Month	$ -	$ -	$ 1,520	$ 1,520	$ 1,520	$ 1,520	$ 1,520	$ 1,520	$ 1,520	$ 1,520	$ 1,520	$ 1,520
Expected Fare Revenue / Month	$ -	$ -	$ 1,160	$ 1,160	$ 1,160	$ 1,160	$ 1,160	$ 1,160	$ 1,160	$ 1,160	$ 1,160	$ 1,160
Expected Revenues	**$ -**	**$ -**	**$ 2,680**	**$ 2,680**	**$ 2,680**	**$ 2,680**	**$ 2,680**	**$ 2,680**	**$ 2,680**	**$ 2,680**	**$ 2,680**	**$ 2,680**
Monthly Net Cost to City (E)	**$ -**	**$ -**	**$ 18,633**	**$ 18,633**	**$ 18,633**	**$ 18,633**	**$ 18,633**	**$ 18,633**	**$ 18,633**	**$ 18,633**	**$ 18,633**	**$ 18,633**

Total Costs – All Zones

TOTAL COSTS	$ 87,733	$ 87,733	$ 109,046	$ 109,046	$ 130,121	$ 130,121	$ 130,121	$ 130,121	$ 130,121	$ 130,121	$ 109,046	$ 109,046
Guaranteed Ad Revenue / Month	$ 7,400	$ 7,400	$ 8,920	$ 8,920	$ 10,770	$ 10,770	$ 10,770	$ 10,770	$ 10,770	$ 10,770	$ 8,920	$ 8,920
Expected Fare Revenue / Month	$ 10,129	$ 10,129	$ 11,288	$ 11,288	$ 13,821	$ 13,821	$ 13,821	$ 13,821	$ 13,821	$ 13,821	$ 11,288	$ 11,288
TOTAL EXPECTED REVENUES	$ (17,529)	$ (17,529)	$ (20,208)	$ (20,208)	$ (24,591)	$ (24,591)	$ (24,591)	$ (24,591)	$ (24,591)	$ (24,591)	$ (20,208)	$ (20,208)
EXPECTED NET COSTS	**$ 70,205**	**$ 70,205**	**$ 88,838**	**$ 88,838**	**$ 105,530**	**$ 105,530**	**$ 105,530**	**$ 105,530**	**$ 105,530**	**$ 105,530**	**$ 88,838**	**$ 88,838**

Unit Costs

GEMS		VANS		Sedans	
Hours of Operations Per week	Vehicle cost / Hour of Operation	Hours of Operations Per week	Vehicle cost / Hour of Operation	Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$41.61	40-45	$60.65	40-45	$46.23
46-50	$38.58	46-50	$55.43	46-50	$42.59
51-55	$36.59	51-55	$52.02	51-55	$40.22
56-60	$34.97	56-60	$49.22	56-60	$38.27
61-65	$33.61	61-65	$46.88	61-65	$36.63
66-70	$32.45	66-70	$44.89	66-70	$35.25
71-75	$31.46	71-75	$43.19	71-75	$34.06
76-80	$30.60	76-80	$41.71	76-80	$33.03
81-85	$29.84	81-85	$40.41	81-85	$32.12
86-90	$29.18	86-90	$39.26	86-90	$31.32
91-95	$28.58	91-95	$38.24	91-95	$30.61
96+	$28.05	96+	$37.32	96+	$29.97

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
Office: 561-737-3256
Fax: 561-737-3258
www.boyntonbeachcra.com

February 10, 2026

Jason Bagley
Circuit Transportation, Inc.
501 East Las Olas
Suite 300
Fort Lauderdale, FL 33301

Re: Notice of Renewal

Agreement for On-Demand Transportation Services

On January 18, 2024, the Board of the Boynton Beach Community Redevelopment Agency ("BBCRA") approved the Agreement for On-Demand Transportation Services with Circuit Transit, Inc. ("Agreement"). Pursuant to Section 3, the term of the Agreement is for six (6) months with the option to renew for six (6) months, with services to begin upon approval of an interlocal agreement between the City of Boynton Beach and the BBCRA. The Interlocal Agreement Between the City of Boynton Beach and the Boynton Beach Boynton Beach Community Redevelopment Agency For Funding an On-Demand Transportation Services Pilot Program ("Interlocal Agreement") was approved by the Boynton Beach City Commission on March 5, 2024 (See City Resolution R24-041).

On February 11, 2025, the Board of the BBCRA approved Amendment No. 1, which extended the term of the Agreement for one year, and authorized the Board Chair to exercise two (2) options to extend for one year.

The BBCRA desires to exercise its first option to extend for one year the service for On-Demand Transportation Services with Circuit Transit, Inc. from March 5, 2026 through March 4, 2027, at the same prices, terms and conditions as set forth in the Agreement.

Please sign and date below to indicate your acceptance of the renewal of the Agreement through March 4, 2027.

Sincerely,

Rebecca Shelton

Board Chair, Boynton Beach Community Redevelopment Agency

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
Office: 561-737-3256
Fax: 561-737-3258
www.boyntonbeachcra.com

ACCEPTED BY BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY:	ACCEPTED BY CIRCUIT TRANSIT INC:
	James Mirras James Mirras (Jan 14, 2026 18:09:12 EST)
Signature	Signature
	James Mirras COO/Co-Founder
Printed Name, Title	Printed Name, Title
	01/14/2026
Date	Date

26_0107 Renewal Letter.docx

Final Audit Report 2026-01-14

Created:	2026-01-14
By:	David Pang (legal@ridecircuit.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALZTWbMsMdhljiFnHVlwcByfZ1IT8gZMk

"26_0107 Renewal Letter.docx" History

Document created by David Pang (legal@ridecircuit.com)
2026-01-14 - 8:22:20 PM GMT

Document emailed to James Mirras (james@ridecircuit.com) for signature
2026-01-14 - 8:22:24 PM GMT

Email viewed by James Mirras (james@ridecircuit.com)
2026-01-14 - 11:08:55 PM GMT

Document e-signed by James Mirras (james@ridecircuit.com)
Signature Date: 2026-01-14 - 11:09:12 PM GMT - Time Source: server

Agreement completed.
2026-01-14 - 11:09:12 PM GMT

CITY OF BOYNTON BEACH · PARKING & MOBILITY PARTNERSHIP

America's Gateway to the Gulfstream — connected.

One platform, one operator, and one accountable partner. On-demand microtransit across the CRA district and a KelPark smart-parking pilot on the paid beach stalls — priced separately, delivered together.



PREPARED FOR

City Manager's Office · Boynton Beach CRA

PREPARED BY

ProKel Mobility · August 2026

THE VALUE · SIDE BY SIDE

What the City gets that it doesn't get today

	TODAY'S ON-DEMAND SERVICE	WITH PROKEL MOBILITY
Vehicle safety EV9 VS. GEM	Low-speed GEM vehicles alongside Niro EVs — limited to 25 mph and built to lighter low-speed-vehicle standards, not full passenger-car crash standards.	✓ **Kia EV9s throughout — a full-size, crash-tested passenger SUV with airbags all round and driver-assist safety systems, built to full federal standards.**
Comfort & capacity EVERY TRIP	Mixed fleet — partially open, small-format vehicles exposed to heat and summer rain.	✓ **Fully enclosed, air-conditioned three-row seating for 6–7 riders, plus luggage and beach-gear space.**
Accessibility ADA	ADA access depends on which vehicle is free.	✓ **A dedicated 6+2 ADA E-Transit van, on demand across the whole district.**
Events & charter LARGER CAPACITY	Fleet sized for daily service only — no larger-vehicle option for events.	✓ **Larger-capacity vehicles for charters and City events, drawn from our existing fleet — proven at FIFA World Cup scale.**
Driver quality TRAINING	Rideshare-style driver onboarding.	✓ **Real behind-the-wheel training built on our Palm Tran paratransit operations — passenger assistance, securement, defensive driving.**
Technology RIDEKEL	A closed booking app — the shuttle trip ends at the curb.	✓ **RideKel, our own platform: on-demand, scheduled, and multimodal trips with Tri-Rail and Palm Tran, plus multilingual AI scheduling.**
Parking KELPARK	No live view of parking supply or use.	✓ **Live space-level availability in the same account as the ride — park once, then ride.**
Accountability ONE PARTNER	Separate vendors for rides and parking, separate data.	✓ **One operator, one platform, one monthly review covering ride and parking KPIs.**

THE PROPOSAL AT A GLANCE

One platform that manages parking and rides together

ProKel proposes to operate the district's on-demand microtransit service with RideKel and, in the same phase, pilot KelPark on the paid beach stalls — so a visitor is guided to an open space, parks once, and continues by shuttle or transit without leaving the app.

4

Vehicles, confirmed

Three Kia EV9s plus one ADA-accessible 6+2 E-Transit van, all electric, all wrapped in the City's identity.

86

Hours per week

Sunday–Thursday 9a–9p, Friday–Saturday 9a–10p. Seven days, weighted to when downtown earns.

257

Beach stalls, pilot

KelPark sensors on the paid beach stalls — proven on the City's own lot before any expansion.

0

Vendors in between

ProKel operates the service and builds both platforms — one contract, no license pass-throughs.

TWO PRICING OPTIONS

Microtransit and the KelPark beach pilot are scoped and priced independently, so each can be evaluated, funded, and phased on its own merits — or awarded together for one contract, one operator, and the park-once integration at no added platform cost.

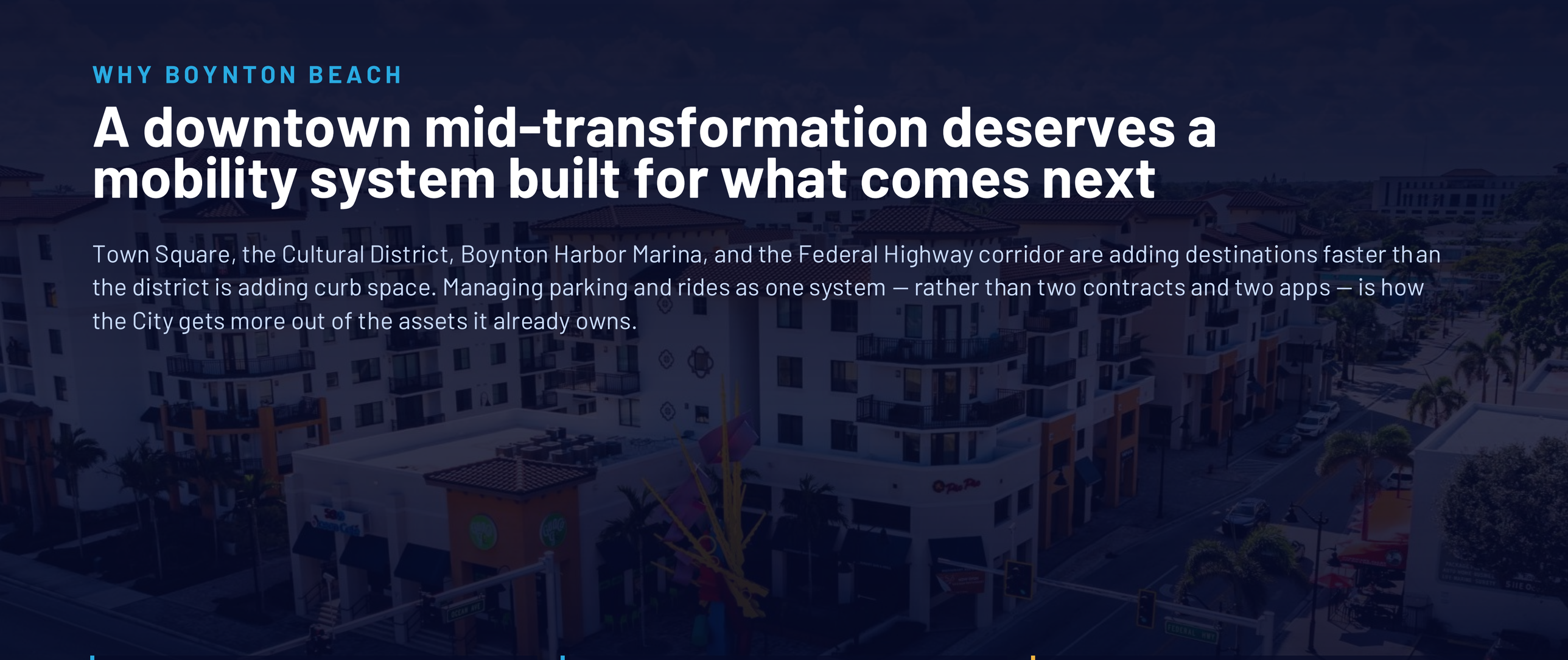
TO CONFIRM WITH THE CITY

- Final zone boundaries
- Rate and time-limit policy
- Revenue-share terms
- Virtual stop locations
- KPI set and reporting cadence

WHY BOYNTON BEACH

A downtown mid-transformation deserves a mobility system built for what comes next

Town Square, the Cultural District, Boynton Harbor Marina, and the Federal Highway corridor are adding destinations faster than the district is adding curb space. Managing parking and rides as one system — rather than two contracts and two apps — is how the City gets more out of the assets it already owns.



Park once, then move

Guidance to an open space, then a short shuttle or walk — instead of a circle around the block for every stop.

Supply, made visible

Space-level occupancy data the City can plan against — before the next parking structure is designed or funded.

Results, visible

Improvements residents and merchants notice in the first season — measured, reported, and accountable.

COMPANY PROFILE · PROKEL MOBILITY

A transit operator and a technology company — under one roof

ProKel Mobility designs, staffs, operates, and maintains public mobility services — and builds the software that powers them. Communities get one accountable partner instead of a patchwork of vendors.

17

U.S. cities

Active transit and mobility operations across multiple states and modes.

4

Modes, one platform

Fixed-route, microtransit, paratransit, and autonomous-ready service.

100%

Turnkey delivery

Vehicles, drivers, maintenance, technology, and reporting under one contract.

2

Proprietary platforms

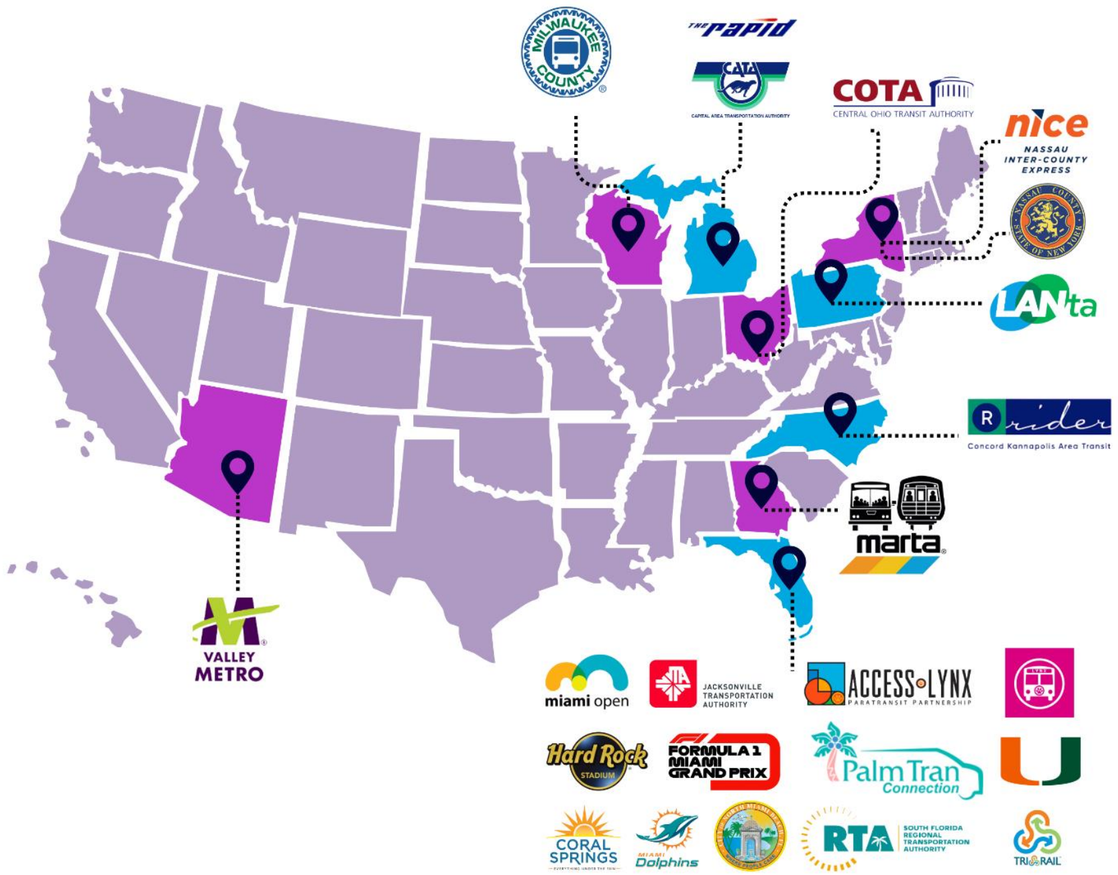
RideKel for rides and KelPark for smart parking — built and supported in-house.

Headquartered in South Florida with a national partner network — local delivery, national backing.

PROVEN, NATIONWIDE OPERATOR

A Track Record Across the Country — and Across Florida

ProKel operates passenger transportation for public agencies and private clients in 17 cities nationwide, with deep roots across South Florida.



17

cities nationwide served

SELECT CLIENTS & REFERENCES

- City of North Miami Beach — trolley and integrated on-demand service
- City of Coral Springs — community shuttle
- SFRTA / Tri-Rail — regional feeder
- MARTA (Atlanta) — paratransit
- LYNX (Orlando), Palm Tran, JTA
- COTA, CATA, NICE, LANta, Valley Metro

WHY PROKEL

Operators don't build technology. Tech companies don't run fleets. We do both.

Our own technology

RideKel and KelPark are built in-house — no third-party licenses, no vendor finger-pointing, features shaped by our own operations.

Staffed in 72 hours

KelHire recruits, trains, and deploys operators within 72 hours of hire — under 6% turnover while the industry struggles to staff at all.

Revenue that offsets cost

Wrap advertising, virtual-stop sponsorships, and in-app partnerships shared with the City — lowering the net cost of service.

Takeovers that grow

+150% ridership in North Miami Beach, +34% in Coral Springs, and $1.5M saved over five years — services we inherited and improved.

Parking and rides, one map

No other operator brings its own smart-parking platform to a microtransit contract — the integration in this deck is a product decision, not a promise.

Proven at stadium scale

Official FIFA World Cup 2026 fan shuttles — the same team that moves stadium crowds runs your daily service.

One partner, fully accountable — from the sensor in the pavement to the driver behind the wheel.

THE TEAM BEHIND THE OPERATION

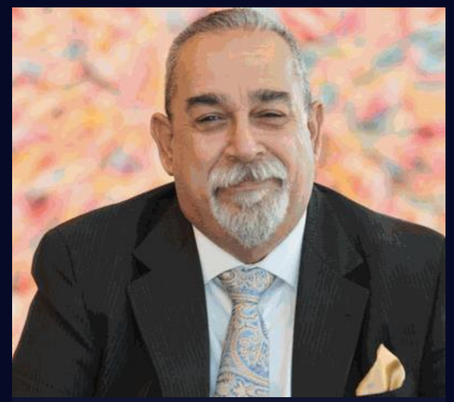
Operators first — 80+ combined years in transit



Kelly Gonzalez Jr.

CEO + OWNER

From driver to CEO — founder of one of North America's fastest-growing transit providers.



Eduardo Carrion

CHIEF OPERATING OFFICER

30+ years across all transit modes; former Corpus Christi Transit CEO; U.S. Air Force veteran.



Justin Cayless

SVP OF OPERATIONS

25+ years; former CTO of New Orleans RTA; U.S. Marine veteran.



Vasti Amaro

STRATEGIC ADVISOR

Former DART executive planner — service design and network strategy.



Logan McLeod

SVP OF BUSINESS DEVELOPMENT

Former Circuit VP of Sales; ex-Lyft Head of Strategic Business Solutions.

80+ combined years in transit **100% compliance in regulated operations** **<6% driver turnover rate**

PROVEN AT STADIUM SCALE · FIFA WORLD CUP 2026

We moved the World Cup's fans — and made headlines doing it

Miami Herald Log In | Subscribe

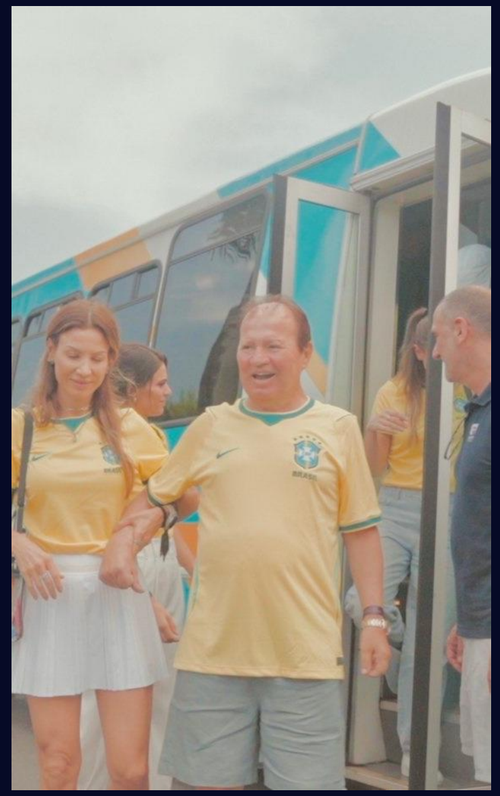
99¢ for 1 month SUBSCRIBE NOW

The free shuttle was the big winner with fans

Miami is not known for its public transportation, so for the World Cup games hosted in South Florida, the logistics of getting thousands of fans to the stadium seemed overwhelming.

Fans who chose to buy parking passes and drive to Hard Rock Stadium for the World Cup match between Uruguay and Saudi Arabia got stuck in heavy traffic, but those who used the shuttle buses from park-and-ride lots said they had a pleasant, easy commute.

Miami Herald — FIFA World Cup, South Florida



Curbside drop-off at the stadium gates



Boarding at park-and-ride





Staffed loading, fast turnarounds

"The free shuttle was the big winner with fans."

— MIAMI HERALD · FIFA WORLD CUP, SOUTH FLORIDA

MEASURABLE RESULTS · NORTH MIAMI BEACH

Ridership grew from 4,000 to 10,000+ monthly riders

+150%

average monthly ridership, more than doubled

$1.5M

saved for the City over five years — while modernizing the system

- ✓ Simplified routes, 45-minute headways, new vehicles on fixed-route and on-demand
- ✓ One integrated multimodal app — RideKel — lifting rider experience and utilization
- ✓ Driven by reliability, on-time performance, and community engagement





The NMB Line trolley & on-demand EV9 — operated by ProKel Mobility.

THE OPPORTUNITY IN BOYNTON BEACH

Two systems the district runs separately — ready to become one

ON-DEMAND · TODAY

A closed microtransit app

A CRA-funded shuttle inside a fixed zone with fixed hours, dispatched from a separate third-party app — no parking data, no transit-connection planning, and no shared record of where demand actually is.

PARKING · TODAY

Parking, unmeasured

On-street spaces, City and CRA surface lots, and garage decks with no space-level occupancy data — so nobody can tell a driver where to go, or tell the City which assets are actually working.

THE GAP

Two apps, two datasets, two contracts. The driver still hunts for a space, the shuttle still runs blind to where cars are parking, and the trip to Tri-Rail is a third decision made somewhere else.

THE COST OF UNMANAGED PARKING

Cruising for parking has been measured at up to 30% of traffic in congested downtown districts. — Donald Shoup, UCLA

THE PLATFORM · RIDEKEL + KELPARK

One operating layer for parking, rides, and transit connections

RideKel doesn't replace the district's investments — it connects them. Built and operated in-house: when the City asks for a change, there's no software vendor in between.

01

Wayfinding, from the road

Turn-by-turn guidance into the district that routes to a specific open space, not a general area.

02

Live parking availability

KelPark occupancy for the 257 pilot beach stalls, live on the same map riders already use.

03

On-demand booking

The curb-to-curb service requested in the same app — no second download, no second account.

04

Transit, connected

Tri-Rail and Palm Tran departures in the same journey plan, so the shuttle leg lands on a real connection.

RIDEKEL Find · Park · Ride · Connect — one account, 12+ languages, free on iOS & Android

THE END-TO-END EXPERIENCE

From wayfinding to an open space to the train — one unbroken flow

STEP 1

Wayfinding

A visitor heading downtown opens RideKel — or scans a QR code on a corridor sign — and the app already knows where capacity is.

STEP 2

Find the space

KelPark sensors report space-level occupancy live. The app routes to a specific open stall in a lot, a deck, or on the street.

STEP 3

Park

The driver pulls into the open stall the app pointed to — no circling. Occupancy updates live, and enforcement sees the same truth.

STEP 4

Ride the district

From the space, the app offers the on-demand shuttle to the Marina, Ocean Avenue, or Town Square — one tap, same account.

STEP 5

Connect to transit

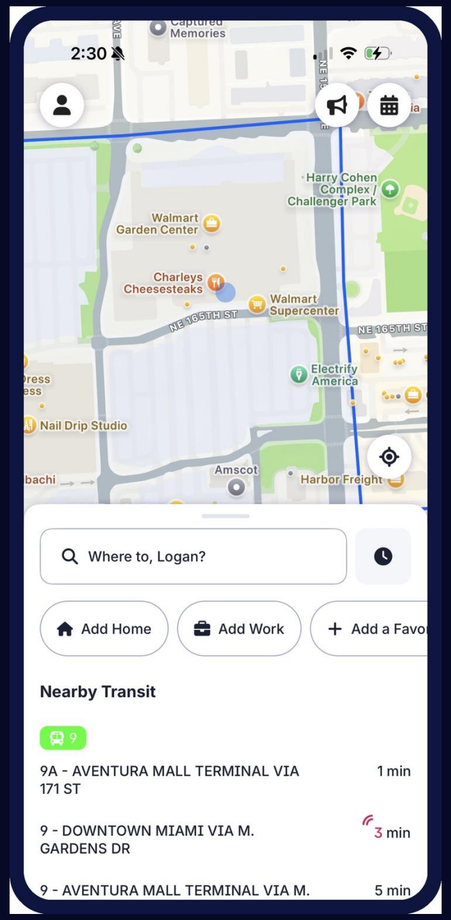
The shuttle leg is timed to the next Tri-Rail or Palm Tran departure — the regional trip planned as one journey, not four.

1 account **1 map** **0 hand-offs between apps**

Every step above is live in RideKel today — nothing on this slide is a roadmap item.

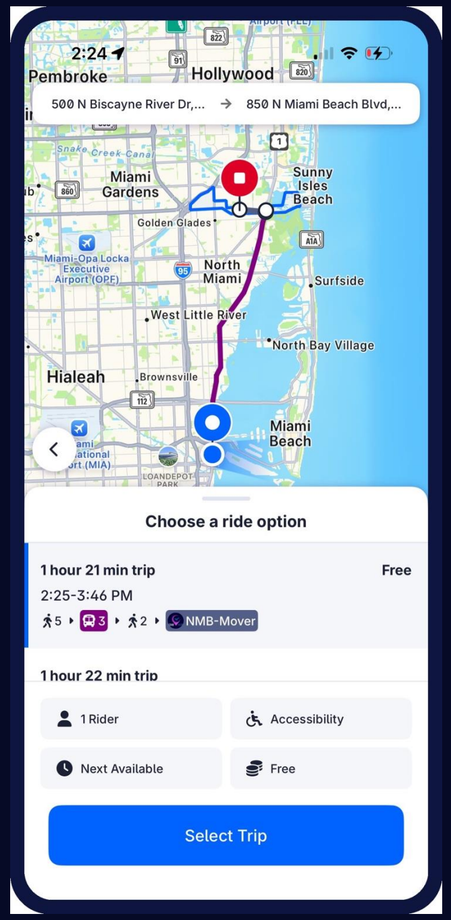
THE RIDER EXPERIENCE · LIVE IN RIDEKEL TODAY

One seamless flow — search, plan, track, book



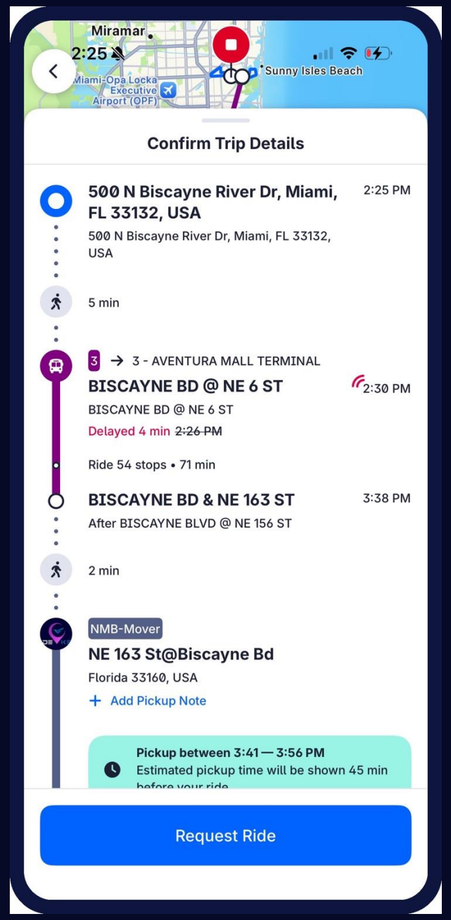
1 · DISCOVER

Open & search — nearby transit live



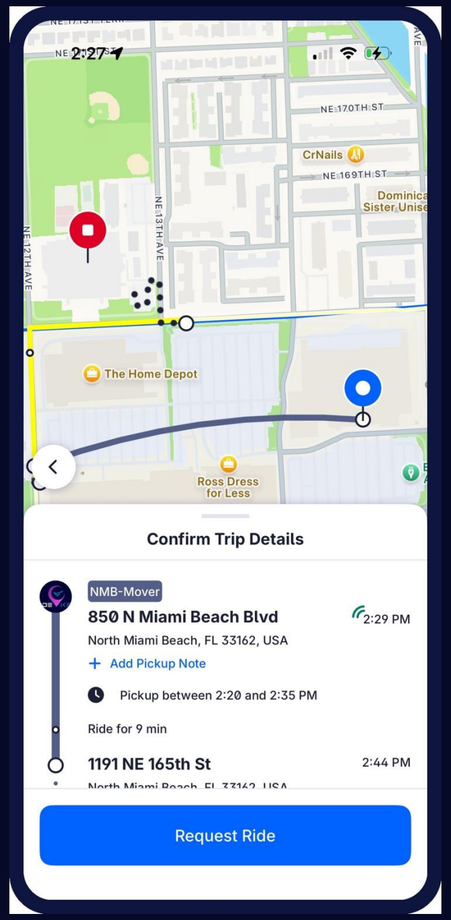
2 · PLAN

Choose a multimodal ride option



3 · TRACK

Confirm the journey, leg by leg



4 · BOOK

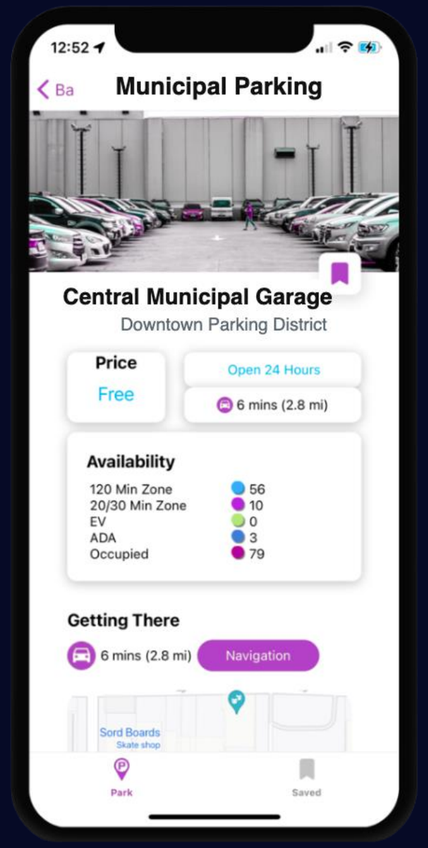
Request the on-demand connection

The KelPark availability layer draws on this same map — parking is a filter on the journey the rider is already planning, not a separate product.

KELPARK · SMART PARKING, SOLVED

Park once, then ride — inside one account

Wireless in-ground sensors, a live parking map, and guidance that takes every car straight to an open space — in the same RideKel account that books the on-demand ride. No second app, no separate vendor, no license pass-through.



Live availability by zone, in the rider's app.

99.5% detection accuracy — occupancy you can enforce against

10 yr sensor battery — no wires, no trenching, minutes per space

1 app find a space, park, then ride — one account, 12+ languages

30% of downtown traffic is cruising for parking — the traffic KelPark removes

THE FISCAL ARGUMENT

Raises utilization of the lots and decks the City already owns, and produces the first continuous occupancy dataset the district has ever had — evidence for rates, time limits, and enforcement before the next structure is designed. The disciplined alternative to building more parking.

THE CITY RETAINS

Rates, time limits, and enforcement authority. Brand and policy. And the data — every stall-hour, owned by Boynton Beach.

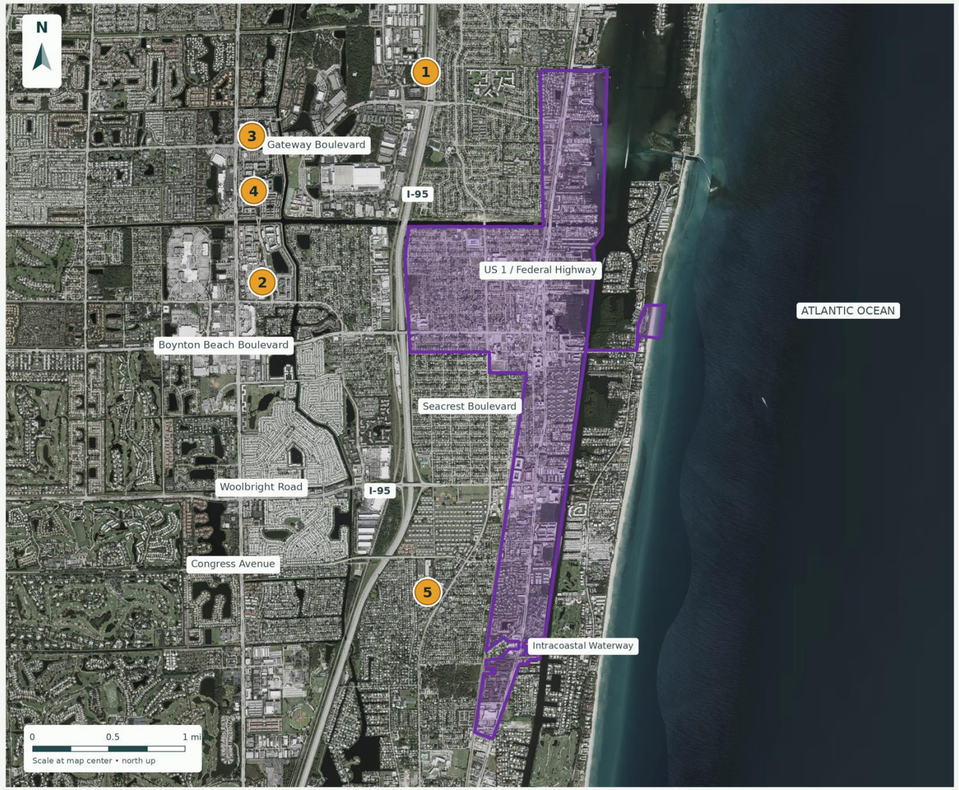


Low-profile surface sensor — about the height of a coin.

PROPOSED SERVICE DESIGN · CONFIRMED SCOPE

Four vehicles, 86 hours a week, seven days

Curb-to-curb electric rides across today's service area, plus five proposed virtual stops at destinations residents already travel to — Tri-Rail, Boynton Town Center, Shoppes of Boynton, Renaissance Commons, and Bethesda East — with a span weighted to evening and weekend hours.



Conceptual service map — proposed destinations and final operating boundary subject to confirmation.

Basemap: Esri, Vantor, Earthstar Geographics, and the GIS User Community. | Geocoding: Esri. | Boundary: user-supplied screenshot.

MAP LEGEND

- **Existing service area** — Approximate screenshot trace
- **Proposed virtual stops**

1. **Tri-Rail — Boynton Beach Station**
   2800 High Ridge Road
   Station destination; boarding point unconfirmed.
2. **Boynton Town Center — Target Plaza**
   650 N Congress Avenue
   Target destination within Boynton Town Center.
3. **Boynton Shoppes — Sprouts Plaza**
   2222 N Congress Avenue
   Sprouts at Shoppes of Boynton.
4. **Renaissance Commons**
   1605 Renaissance Commons Boulevard
   Representative location: Monteverde access.
5. **Bethesda East**
   2815 S Seacrest Boulevard
   Hospital destination; boarding point unconfirmed.

EXPANDED ACCESS • SAME FLEET CAPACITY

The five highlighted virtual stops extend service to key destinations beyond the existing boundary through designated on-demand pickup/drop-off points. Based on our team's calculations, this targeted expansion is projected to maintain an average wait time / pickup ETA of 10–12 minutes while preserving service levels with the existing fleet. No additional fleet capacity is anticipated.

More destinations. Consistent service levels.

Existing boundary retained, plus five proposed virtual stops beyond it. Final boundary and boarding points to be confirmed with the City.

CONFIRMED HOURS OF OPERATION

Sunday – Thursday	9:00 AM – 9:00 PM
Friday & Saturday	9:00 AM – 10:00 PM
86 hours per week	13,416 annual revenue hours

3 Kia EV9
In concurrent service

1 ADA E-Transit
On demand + spare

FIVE PROPOSED VIRTUAL STOPS

1. Tri-Rail · Boynton Beach Station
2. Boynton Town Center · Target
3. Shoppes of Boynton · Sprouts
4. Renaissance Commons
5. Bethesda East Hospital

More destinations. Consistent service levels. Projected 10–12 minute average pickup ETA with the existing fleet — no added capacity.

FLEET · WRAP CONCEPT — RECOMMENDED

Kia EV9 — top performance, lower cost

All-electric, wrapped in a Boynton Beach identity drawn from the city's coastal and marina character — a vehicle residents are proud to be seen in.

- ✓ ≈304 mi range — up to, on Long Range RWD trim
- ✓ 6–7 passengers — spacious three-row SUV
- ✓ More uptime — 800V fast charge, 10–80% in ~24 min
- ✓ Lower entry cost — ≈$5K below ID. Buzz, RideKel-connected from day one



FLEET · ONE COHESIVE IDENTITY

The ADA vehicle and the alternative — same livery, same standard



Ford E-Transit 6+2 (EV) · ADA-accessible

Wheelchair-accessible — 6 seated + 2 securements, rear lift. One of the four Phase 1 vehicles, dispatched on demand and floating district-wide ADA coverage.



VW ID. Buzz (EV) · Alternative

Iconic, distinctive design with strong brand appeal — shorter range and higher per-unit cost than the EV9.

4 vehicles in Phase 1 — every one wrapped in the Boynton Beach identity and live on RideKel.

A MEASURED, MANAGED NETWORK

Every metric has an owner — and a monthly action

1 · Measure → **2 · Review with the City** → **3 · Act** ↺ **4 · Optimize service & curb**

WHAT RUNS THE LOOP

- Average wait & on-time pickup
- Passengers per vehicle hour
- Park-and-ride trips served
- Shared-ride % & deadhead miles
- Rider satisfaction
- Occupancy by block, lot, and hour
- Turns per space & average dwell
- Transit connections completed
- Subsidy per passenger
- Parking searches avoided

A live dashboard City and CRA staff use directly — origin-destination demand next to space-level occupancy, showing where curb policy, on-demand service, and virtual stops each perform best.

257

beach stalls reporting occupancy every minute in Year 1 — the first continuous parking dataset the City has ever had.

That record turns parking from an annual complaint into a managed asset: pricing and time limits set from evidence, enforcement targeted where it matters, and capital decisions made before the next structure is designed. Reported monthly, owned by the City.

THE FUTURE PHASE · AUTONOMOUS

HOLON urban — a Florida-built autonomous shuttle, purpose-built for transit



The HOLON urban — designed by Pininfarina, driven by Mobileye, built by a BENTELER company.

15

passengers — right-sized for a downtown circulator

ADA

automated ramp, secured wheelchair space, low-floor access

L4

Mobileye autonomous driving — redundant cameras, LiDAR, radar

100%

electric — a natural fit for an all-EV fleet standard

Built in Florida — HOLON's first U.S. production facility is rising in Jacksonville. An American-made vehicle from Boynton Beach's own state, hours away by truck.

AUTONOMOUS · THE PATH FOR BOYNTON BEACH

Two ways in — both phased, both gated by the City

No commitment today. Because RideKel is autonomous-ready from day one, the City can add HOLON when — and however — the numbers and the community support it.

PATH 1 · ADDITIVE TO MICROTRANSIT

A phased-in autonomous overlay

HOLON shuttles join the on-demand network as added capacity — a defined, low-speed loop between the parking decks, Ocean Avenue, and the Marina, operating alongside the EV9 fleet and dispatched by the same platform.

Grows coverage without growing driver headcount — piloted small, expanded only as evaluation gates are met.

PATH 2 · A FIXED DISTRICT CIRCULATOR

The park-once loop, automated

Once KelPark data shows where arrivals actually park, a fixed autonomous circulator can link those decks to the waterfront on a published headway — 15-passenger, ADA-accessible, all-electric.

Designed from real occupancy and demand data rather than assumptions — the pilot pays for the plan.

Either path positions Boynton Beach as the first city of its size in Palm Beach County with an autonomous-ready network — leadership in innovation, on the city's own terms.

THE DELIVERY MODEL

One accountable operator. Minimal burden on the City.

PROKEL ASSUMES

- Drivers — hiring & training
- Vehicles & wraps
- Maintenance & charging
- Dispatch & supervision
- RideKel + KelPark platforms
- Sensor supply & upkeep
- Customer service & ADA
- Insurance & compliance
- Parking occupancy data
- KPI reporting cadence

Contractual performance standards with corrective-action requirements — enforceable, not aspirational.

THE CITY RETAINS

Policy and brand. Service standards and zone approval. Parking rates, time limits, and enforcement authority.

The data — every trip and every stall-hour, owned by Boynton Beach.

PHASED, GATED EXPOSURE

A disciplined program — a 257-stall beach pilot and a defined service area in Year 1 — with KPIs, evaluation periods, and expansion gates. The City grows the program only when the numbers earn it.

96.97% on-time performance at COTA
95% average across all contractual KPIs
<6% driver turnover

COMMUNITY · AWARENESS & ROLLOUT

Riders on day one — because the outreach starts long before service does



Community forums and educational sessions — building ridership before the first vehicle moves.

Community forums & sessions

In-person sessions at HOAs, senior communities, churches, and neighborhood associations — we teach residents how to book, ride, and rely on the service, face to face.

ProKel's organic social engine

In-house channels reaching 845K+ views in 30 days — essentially all organic — driving adoption, how-to content, and service updates.

City & CRA event participation

Staffed booths and branded vehicles at City and CRA events — markets, festivals, and Ocean Avenue activations — with app sign-ups and free demo rides on the spot.

Earned press that follows us

CBS News and the Miami Herald covered our NMB and World Cup launches — a story Boynton Beach can expect told about its own program.

Awareness is our job, not the City's. The same engagement playbook took North Miami Beach from 4,000 to 10,000+ monthly riders.

ON-DEMAND MICROTRANSIT · PROGRAM COST

On-Demand Service for the City of Boynton Beach

Full on-demand coverage of the CRA district — three Kia EV9s plus one ADA-accessible 6+2 E-Transit van, operating an 86-hour weekly span, seven days, Sunday through Saturday.

YEAR 1 PROGRAM COST · CITY OF BOYNTON BEACH

$736,322

Total Year 1 · ~$61,360 per month · fleet, staffing and the full RideKel platform included

SERVICE VOLUME
13,416
vehicle revenue hours in Year 1

UNIT RATE
$54.88
per vehicle revenue hour

ALL-INCLUSIVE PRICING · NO HIDDEN COSTS

- ✓ **Vehicles, wraps & EV charging**
- ✓ **Maintenance, cleaning & insurance**
- ✓ **Driver recruitment & training**
- ✓ **RideKel platform, dispatch & reporting**

WHAT'S INCLUDED

Fleet & Service

- **3** **On-Demand EVs** — Kia EV9 · 6–7 passengers
- **1** **ADA Accessible Van** — E-Transit 6+2 · on demand, district-wide
- **86** **Hours per Week** — Sun–Thu 9a–9p · Fri–Sat 9a–10p

RIDEKEL PLATFORM · INCLUDED

- App-enabled on-demand booking & scheduled rides
- Multimodal trip planning across Tri-Rail & Palm Tran
- Call center & dispatch · multilingual AI scheduling
- KelPark availability layer, in the same account

3-YEAR PROJECTION · 3% PTI — YR 1 **$736,322** · YR 2 **$758,412** · YR 3 **$781,164** · 3-YR **$2,275,898**

No start-up fees · excludes advertising and sponsorship revenue share, returned to the City on top of this figure · preliminary and non-binding.

ON-DEMAND MICROTRANSIT · NET OF FORECAST FARES

What the service could cost once fares are returned to the City

Forecast fare revenue under the recommended fare structure is returned 100% to the City, offsetting the program cost. The figures below show that potential net cost — the contracted price remains the gross figure.

YEAR 1 · POTENTIAL NET COST TO THE CITY

$683,076

~$56,923 per month · ~$50.92 per revenue hour after the fare offset

PROGRAM COST		FARE OFFSET		NET
$736,322	–	$53,246	=	$683,076

3-YEAR FARE OFFSET

$201,276

Returned to the City over the term · 8.8% of program cost, rising from 7.2% in Year 1 to 10.1% in Year 3 as the new stops mature.

Zone 1 $1 · Zone 2 $2 / $1 · new citywide stops $4 / $2 — see the fare forecast slides.

3-YEAR VIEW	YEAR 1	YEAR 2	YEAR 3	3-YEAR TOTAL
Program cost	$736,322	$758,412	$781,164	$2,275,898
Less: forecast fare offset	–$53,246	–$68,840	–$79,190	–$201,276
Potential net cost	$683,076	$689,572	$701,974	$2,074,622

Potential, not contracted · fare offset is a non-binding forecast at 100% collection (base case) · actual offset depends on ridership and the fare policy the City adopts · new-stop revenue assumes vehicle capacity grows with the network.

FARE REVENUE FORECAST · 1 OF 3 · HOW WE BUILT IT

Built from the City's own ridership — not another city's

STARTING POINT · REPORTED RIDERSHIP, MARCH–FEBRUARY CONTRACT YEARS

ZONE	CY1 · LAUNCH	CY2 · FULL	CY3 · 5 MO
Zone 1 · CRA on-demand +14.4% like-for-like YoY	**8,604**	**17,130**	**8,465**
Zone 2 · Oceanfront 7% of riders · seasonal	**1,761**	**1,209**	**744**
Total riders	**10,365**	**18,339**	**9,209**

WHAT THE HISTORY TELLS US

- Zone 1 is maturing normally — it doubled, then kept growing. It is the whole story.
- Zone 2 is volatile and seasonal — March alone is 21% of its year. It carries no weight.
- Oceanfront Beach Park, a priced fixed stop, runs ~4 riders a day — our anchor for new stops.

THE METHOD · FIVE STEPS

1 Project the existing zones

Zone 1 growth decays 8% → 5% → 3%; Zone 2 held to 5% → 3% → 2%. Conservative — four vehicles is near a supply ceiling.

2 Size five new fixed virtual stops

Scaled off the Oceanfront anchor by catchment and trip purpose — 32 riders/day combined at maturity.

3 Ramp them in slowly

50% of stabilized demand in Year 1, 80% in Year 2, 100% in Year 3 — slower than Zone 1 actually ramped.

4 Test three pricing models

Apply real yield per rider — group fares lower the effective rate, so a $2 headline yields $1.67.

5 Restate at 100% collection

Reported fares are 80% of full collection, so revenue is divided by 0.80 — a 1.25× gross-up.

FARE REVENUE FORECAST · 2 OF 3 · RECOMMENDED FARE STRUCTURE

Keep today's fares — price only the new citywide stops

ZONE 1 · CRA ON-DEMAND · UNCHANGED

$1

per rider, per ride

ZONE 2 · OCEANFRONT · UNCHANGED

$2 / $1

first rider / each additional · $1.67 effective

NEW · CITYWIDE FIXED STOPS · RECOMMENDED

$4 / $2

first rider / each additional · $3.43 effective

FIVE NEW STOPS · RIDERS PER DAY AT MATURITY



32 riders/day combined · 6.4 per stop — 1.6× the existing fixed stop at twice the fare. Deliberately not heroic.

THREE MODELS TESTED · NEW STOPS, 3-YEAR TOTALS

MODEL	YIELD	RIDERS	REVENUE
A · Flat $4 per rider	$4.00	26,900	$107,500
B · $4 first / $2 additional RECOMMENDED	**$3.43**	**31,700**	**$108,700**
C · $2 local / $4 cross-town + pass	$2.99	34,900	$104,300

Why B: 18% more riders and slightly more revenue than a flat $4, and it mirrors the group convention riders already know at Oceanfront. C is the phase-two equity layer once fleet capacity grows.

FARE REVENUE FORECAST · 3 OF 3 · RETURNED TO THE CITY

Every fare dollar goes back to the City to offset the service

FORECAST · 100% COLLECTION	YEAR 1	YEAR 2	YEAR 3	3-YEAR
Existing Zones 1 + 2	$29,619	$31,037	$31,936	$92,592
Five new stops · Model B	$23,627	$37,803	$47,254	$108,684
Fare revenue to the City 100% RETURNED	$53,246	$68,840	$79,190	$201,276
Microtransit program cost	$736,322	$758,412	$781,164	$2,275,898
Less: fare offset	–$53,246	–$68,840	–$79,190	–$201,276
Net cost to the City	$683,076	$689,572	$701,974	$2,074,622
COST OFFSET BY FARES	7.2%	9.1%	10.1%	8.8%

3-YEAR SCENARIO RANGE

Conservative	$151,693
Base	$201,276
Aggressive	$266,486

Less sensitive to fare level than to whether vehicle capacity grows with the citywide stops.

AT TODAY'S 80% COLLECTION

$161,021

The floor, if the uncollected 20% is confirmed as non-recoverable.

FORECAST ONLY · NOT BINDING

A forecast and recommended fare structure — not a guarantee of revenue. Fare policy is set by the City.

Years follow March–February contract years · expansion-stop revenue assumes added vehicle capacity as the citywide network grows · Title VI fare equity review applies if federal funds touch the expansion.

KELPARK · BEACH PARKING PILOT

Pilot KelPark on the 257 paid beach stalls

A focused pilot that complements the on-demand proposal — sensors on the beach stalls the City already charges for, proving the technology and the data before any expansion.

YEAR 1 · INSTALL
$90,111
$350.63 per stall · ~$7,509/mo

YEAR 2 · OPERATE
$67,554
$262.86 per stall · ~$5,630/mo

YEAR 3 · OPERATE
$52,542
$204.44 per stall · ~$4,379/mo

3-YEAR PILOT
$210,207
257 stalls · 42% lower unit rate by Year 3

WHAT THE PILOT PROVES

- Sensor accuracy and live availability on the City's busiest paid lot
- Real utilization, turnover and paid-compliance data to set beach rates
- Park-and-ride from the beach in the same RideKel account
- A clean go / no-go for Council before any citywide expansion

PACKAGE · ON-DEMAND + BEACH PILOT

PROGRAM	YR 1	YR 2	YR 3	3-YEAR
Microtransit	$736,322	$758,412	$781,164	$2,275,898
Beach pilot	$90,111	$67,554	$52,542	$210,207
Package total	$826,433	$825,966	$833,706	$2,486,105
Less: fare forecast	−$53,246	−$68,840	−$79,190	−$201,276
Net to the City	$773,187	$757,126	$754,516	$2,284,829

Install, integration, training and support included · 257 stalls confirmed · beach parking revenue stays with the City and is not netted here · fare figures are a non-binding forecast · preliminary and non-binding.

KELPARK · BEACH PILOT ENFORCEMENT

From walking every row to going straight to the stall

Every one of the 257 stalls reports its status live, so officers spend patrol time on the stalls that need attention instead of searching for them.

STEP 1

Detect

In-ground sensors log the exact arrival and departure time at every stall, minute by minute.

STEP 2

Flag

Overstays and other exceptions surface automatically on the officer view, by stall number.

STEP 3

Act

Officers go directly to flagged stalls. Every visit and outcome is logged against the same record.

WHAT CHANGES FOR ENFORCEMENT

- Targeted patrols in place of full-lot sweeps
- Peak-day staffing planned from real arrival patterns
- Time-stamped occupancy record behind every action
- Fewer disputes — the sensor log shows exactly when a car arrived

WHAT THE CITY GETS

- Better compliance on the stalls the City already charges for
- Higher turnover, so more visitors find a space
- Monthly reporting on occupancy, turnover, overstays and enforcement activity
- Evidence to set beach rates and time limits

Enforcement authority and citation revenue stay with the City · ProKel supplies the sensors, the officer view and the reporting.

FUNDING THE GROWTH · PROPOSED REVENUE SHARE

Grow the service on parking revenue — not new allocation

STEP 1 · ESTABLISH

Set the service, set the baseline

Four vehicles and 86 weekly hours at the price on the previous slides — a known, fixed annual commitment.

STEP 2 · THRESHOLD

The City keeps its baseline, in full

KelPark raises utilization and paid compliance. Revenue up to an agreed baseline stays 100% with the City.

STEP 3 · REINVEST

Upside funds the next phase

Revenue above the threshold splits into a ring-fenced mobility fund — spent only on service growth, on a plan the City approves.

WHAT THE FUND BUYS, IN ORDER

Extended evening and weekend hours → a fifth vehicle and a dedicated Tri-Rail zone → added virtual hubs and shelters → further vehicles as demand proves out.

WHY IT WORKS FOR THE CITY

Growth is paid for by assets the City already owns, and only after they perform. Downside stays capped at the contracted figure; upside is shared and visible in the monthly review.

Threshold percentage, split, and fund governance are open for negotiation — we're proposing the mechanism, not dictating the number.

NEXT STEPS

A disciplined path, gated by the City at every step

1

Confirm the scope

A working session to lock zone boundaries and virtual stop locations, and the KPI set.

2

Procurement & transition

Advance through the City's procurement process, with a transition plan that keeps riders in service through the change.

3

Co-design & funding

Geofences, virtual hubs, and parking policy refined with staff — plus revenue-share terms, grants, and CMAQ options.

4

Launch & outreach

Sensors live, branded stops, merchant partnerships, and community activation — a phased rollout with evaluation gates.

PROKEL Mobility

Thank you.

	Circuit Transit Inc.	ProKel's Proposal	Via (comparison to West Palm Beach's contract)
Service area	CRA Boundaries plus City Beach	Existing CRA boundary plus 5 virtual stops (Tri-Rail, Town Center, Shoppes, Renaissance Commons, Bethesda East)	About 15 sq mi in West Palm Beach
Fleet	2 GEM low-speed carts (1 ADA) and 2 EV sedans; 5 riders per GEM, 4 per sedan	3 Kia EV9 (6–7 seats) and 1 ADA E-Transit (6+2)	Up to 10 vehicles incl. 3 wheelchair-accessible; makes not specified
Hours	60 hrs/week per vehicle; about 10am–8pm, to 10pm Fri–Sat;	86 hrs/week: Sun–Thu 9a–9p, Fri–Sat 9a–10p	6am–10pm in year 1; to midnight in years 2–5
Term	One year with two one-year extensions	3-year pricing shown	5 years from launch, plus up to 3 by mutual agreement
Fares	$1 in Zone 1; $2 first rider, $1 each additional in Zone 2; 100% of *net* fares credited to the CRA	Keep today's fares for current service area and proposes; $4/$2 for new stops; 100% revenue returned to CRA (non-binding forecast)	Set by City Commission; all revenue is the City's and funds the performance incentive pool
Advertising	*Net* ad revenue split 50/50	Shared with City; terms to be set and not in the price	Flows to the performance fund; exterior ads need City consent
Parking technology	None	KelPark sensors, 257 beach stalls (priced separately)	None

	Circuit (Exhibit B)	ProKel (Year 1)	Via (West Palm Beach, Year 1)
Rate per vehicle hour	$34.97	$54.88	$55.25
Annual cost	$425,000	$736,322 ($61,360/month)	$2,201,570, plus $110,000 upfront
Forecast offsets	Approx YTD Gross Revenue $39,361	$53,246 in fares,	None netted; revenue funds the incentive pool

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: November 17, 2026

NEW BUSINESS

AGENDA ITEM 14.D

SUBJECT:
Project Overview of the W. Boynton Beach Boulevard Assemblage

SUMMARY:

The CRA has acquired approximately 6.35 acres along W. Boynton Beach Boulevard at the I-95 interchange to facilitate redevelopment consistent with the Boynton Beach Boulevard District portion of the CRA Plan and to enhance this important gateway into Downtown Boynton Beach (see Attachment I).

As part of the redevelopment planning process, CRA staff conducted an extensive community outreach campaign and received 1,038 survey responses on preferred land uses, amenities, and architectural character for the site.

With the property acquisitions complete and community input gathered, staff is seeking Board direction on next steps for redevelopment of the assembled properties.

A presentation for the Board meeting is provided as Attachment II.

CRA PLAN/PROJECT/PROGRAM:
2016 Community Redevelopment Plan, Boynton Beach Blvd. District

CRA BOARD OPTIONS:
To be determined by Board direction.

ATTACHMENTS:

Description

- Attachment I - Boynton Beach Blvd. District
- Attachment II - W. Boynton Beach Boulevard Presentation

Boynton Beach Boulevard District

Introduction
Planning Challenges
Planning Considerations
The Vision
Recommendations

Introduction

Currently there is no adopted plan for the Boynton Beach Boulevard corridor. There were public workshops held in 2005 to discuss the vision for the corridor, and many of the recommendations from those workshops are incorporated into this plan. There has been little redevelopment progress along the corridor at the scale envisioned by this Plan due to lack of developable parcels, no clear development vision and little to no public investment.

The CRA invested in a public parking lot in 2015 to serve the future downtown growth. The Agency is currently in the planning phase for improvements to Boynton Beach Boulevard.

The Boynton Beach Boulevard District consists of the Boynton Beach Boulevard corridor between I-95 and the FEC Railway. The District extends north to N.E. 3rd Avenue and south to W. Ocean Avenue (west of Seacreast Boulevard) and N.E. 1st Avenue (East of Seacrest Boulevard).

This area is the main entry into the downtown from the I-95 exit and will therefore establish the first impression that visitors and many residents have of the City. The district also provides easy access to the City's public beach, the Boynton Harbor Marina, City Hall, the Children's Schoolhouse Museum and the Library.

The areas directly north and south of the District are predominately large single-family neighborhoods. There is no buffer between the commercial uses fronting the corridor and residential uses which has held back property values in these neighborhoods.

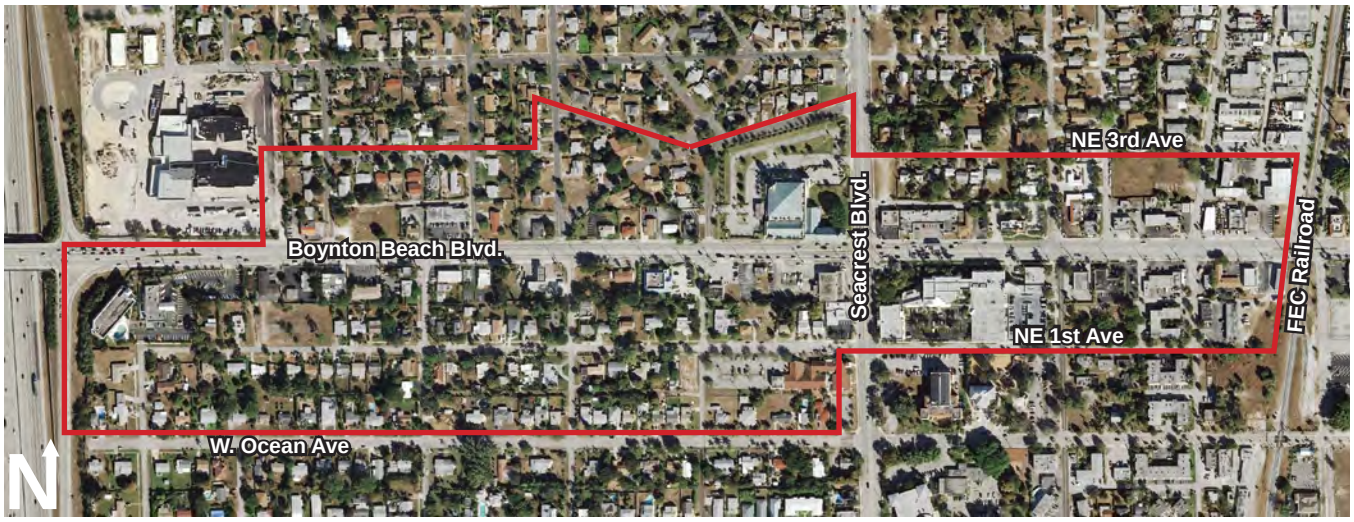


Figure 10: Boynton Beach District Location Map

Planning Challenges

As the City's population grew, Boynton Beach Boulevard was widened to five lanes thereby accommodating higher traffic speeds and higher traffic volume, while lowering the aesthetic quality of the corridor. Additionally, commercial zoning only extends one-half block deep from Boynton Beach Boulevard which represents insufficient land necessary to support the land assembly and redevelopment for viable commercial uses. As a consequence, business activity along the corridor has primarily consisted of minimal conversion of single-family houses to commercial uses rather than redevelopment at the scale envisioned for this Plan. Nearly all of the parking for the businesses along the Boulevard is



in front of the buildings meaning that in many cases, cars have to back out into traffic. There are numerous curb cuts for each commercial use along the corridor leaving little room for landscape improvements and the pedestrian zone.

Due to the widening of the Boynton Beach Boulevard over the years, vehicular use has been emphasized over pedestrian or bike use. Under the current configuration of the roadway, there is insufficient right-of-way for landscaping, wider sidewalks, bike lanes, bus shelters and street furniture. Recently large utility poles were installed on the south side of the Boulevard adding to the visual blight of the corridor. There are only three signalized intersections that have formal pedestrian crossing zones. Pedestrians must walk several blocks in order to cross the Boulevard.

There are no destinations along the corridor to attract the interest of visitors or residents other than City Hall and the Post Office. The majority of the businesses belong to the small service industry with few employees. The buildings are outdated, being constructed from the 1930's to the 1970's. The majority of the buildings are for single-tenant or single-use with no cross-access for pedestrian or vehicular circulation purposes or for sharing of parking resources. Additionally, there are no large parcels ready for redevelopment thereby requiring land assemblage and willing sellers.

City Hall is located along Boynton Beach Boulevard but is envisioned to be relocated into the Cultural District as part of the Town Square project. City Hall and the other civic uses occupy 3.71 acres and offer an opportunity for a public-private partnership to facilitate a catalyst for redevelopment within the District.

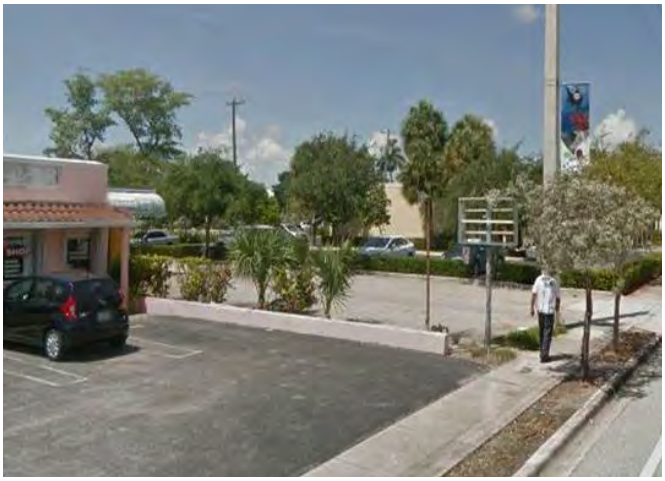




Figure 11: Examples of Districts Planning Challenges

Planning Considerations

Several factors were considered in determining the land use designations for the Boynton Beach Boulevard District. Just east along the District is the location of the future site of the Tri-Rail Coastal Link commuter service on the FEC Rail line, which will serve the South Florida metropolitan region. To improve land development patterns in advance of station development, the City adopted a Downtown Transit Oriented Development District (DTOD), covering a ½ mile radius around the planned station. The DTOD district regulations support increased intensity of development through a 25% density bonus. The Boynton Beach Boulevard District and DTOD district overlap; only the area from I-95 to (approximately) N.W. 2nd Street is not included within the DTOD District.

A second consideration is that the Boynton Beach Boulevard District is entirely enclosed within the Transportation Concurrency Exception Area (TCEA) which, in addition to the residential exception area applicable east of I-95, exempts all development from the Palm Beach County traffic concurrency thus allowing denser development.

The Plan recommends that the higher density and height occur within this District where both the TCEA and the TOD overlap.

NW 1st Avenue Historic District:

The potential NW 1st Avenue historic district contains thirteen properties, seven of which would be considered "contributing properties". The designation process was applied but failed to produce a positive result (although the outcome of the vote was very close). It is recommended that the designation of a historic district be again explored in the future if there isn't any assemblage of the properties on the north side of NW 1st Avenue for commercial development. In the meantime, the owners of the "contributing" sites will be contacted to determine their interest in applying for individual designation of their properties.



Figure 12: Historic Property on First Avenue

Vision

The Boynton Beach Boulevard District is envisioned to serve as a welcoming and beautiful entry into the Downtown District. Pedestrians will be encouraged to walk along the broad sidewalks in the shade of mature trees to visit the various stores and restaurants along the corridor. Bicyclists will safely travel along the corridor and will be able to park their bikes at one of the local shops where they'll meet a friend for a cup of coffee. Visitors will be able to find their way to the marina, the Children's Schoolhouse Museum and the Public Library using the various way finding signs along the corridor. Investors will see the value of developing in downtown Boynton Beach based on the public improvements and will begin to assemble land for development of mixed-use projects.

Recommendations: Streetscape

Streetscape enhancements are recommended for the Boynton Beach Boulevard District. The space for these enhancements may be obtained through either right-of-way dedications or public easements and should include:

- Implement a Complete Streets program for Boynton Beach Boulevard including the addition of:
  - On-street parking
  - Bike lanes
  - Enhanced median with mature tree canopy (at time of planting) and landscape lighting
  - Marking of major intersections with materials such as pavers, paint, etc.
  - Narrowing of travel lanes to create space for landscaping and wider sidewalks and to make the street safer for bicyclists and pedestrians.
- Create a Pedestrian Zone adjacent to the right-of-ways that is inviting, safe and includes:
  - Addition of canopy street trees
  - Minimum 8' wide clear sidewalk
  - Minimum 8' wide active use area abutting the building
  - Decorative light poles at both the vehicular and pedestrian scales
  - Enhanced street furniture, bus shelters, bike racks and receptacles
  - Active uses along the first floor of development
- Create a greenway along the north side of NW 1st Avenue per the Connectivity Plan
- Create way finding signage to mark the entry into the City and brand the district
- Install public art in key locations
- Provide additional pedestrian crossings where needed
- Underground overhead utilities



Figure 13: Boynton Beach Blvd. District Streetscape Recommendations Area

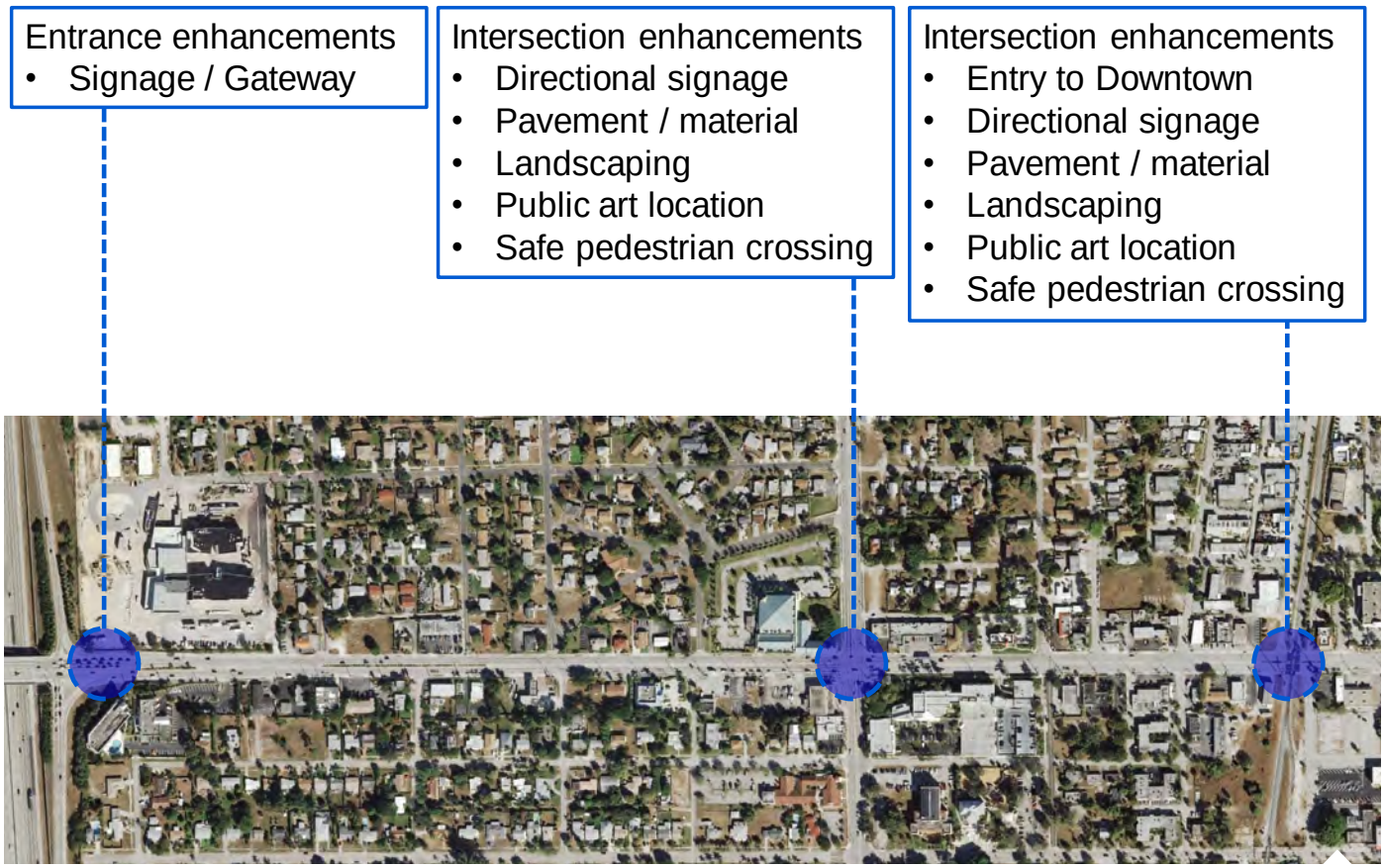


Figure 14: Intersection enhancements on Boynton Beach Blvd.


Figure 15: Example of streetscape enhancements on Boynton Beach Blvd.

Boynton Beach Boulevard Design: West of Seacrest Boulevard

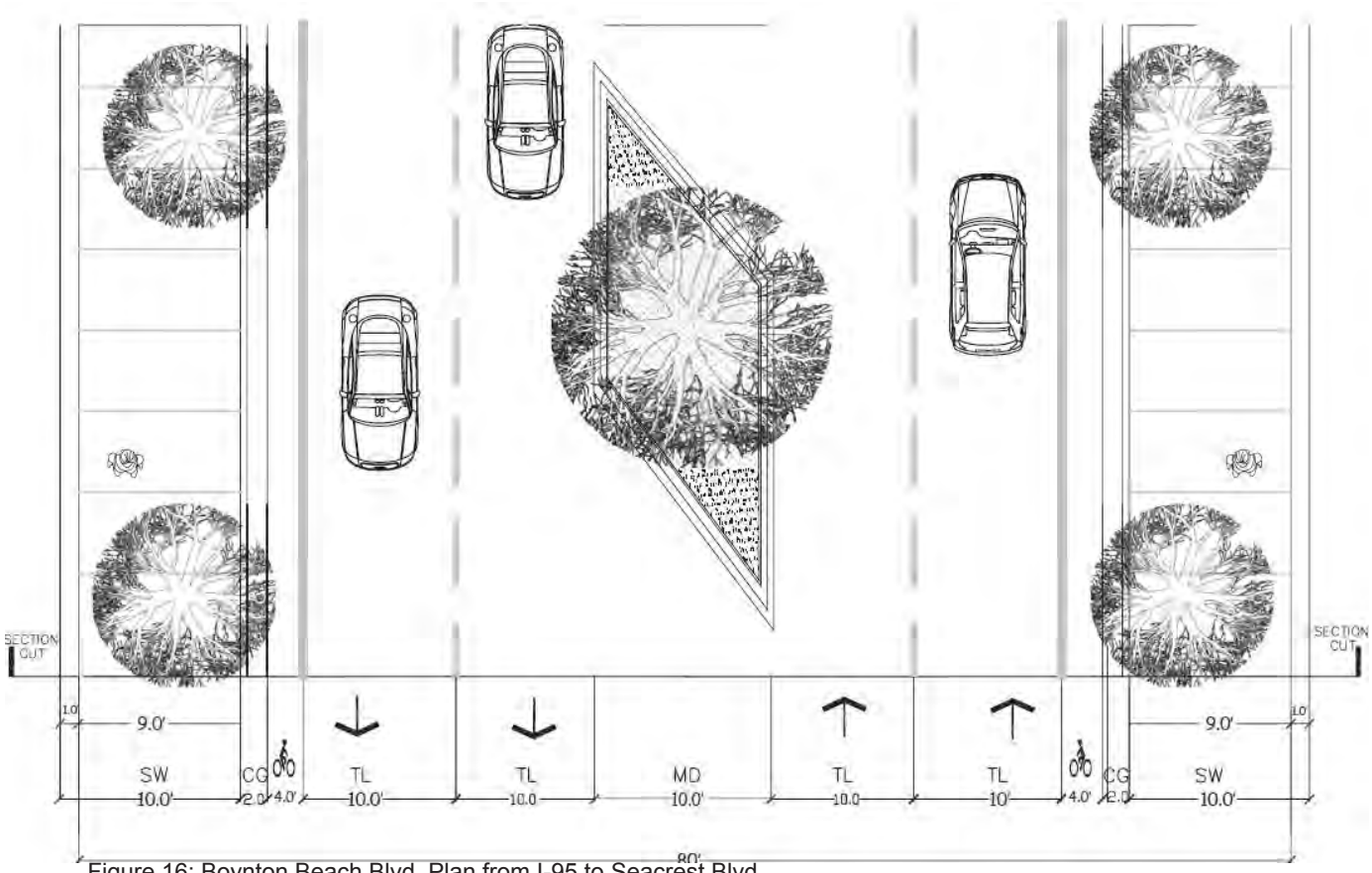


Figure 16: Boynton Beach Blvd. Plan from I-95 to Seacrest Blvd.

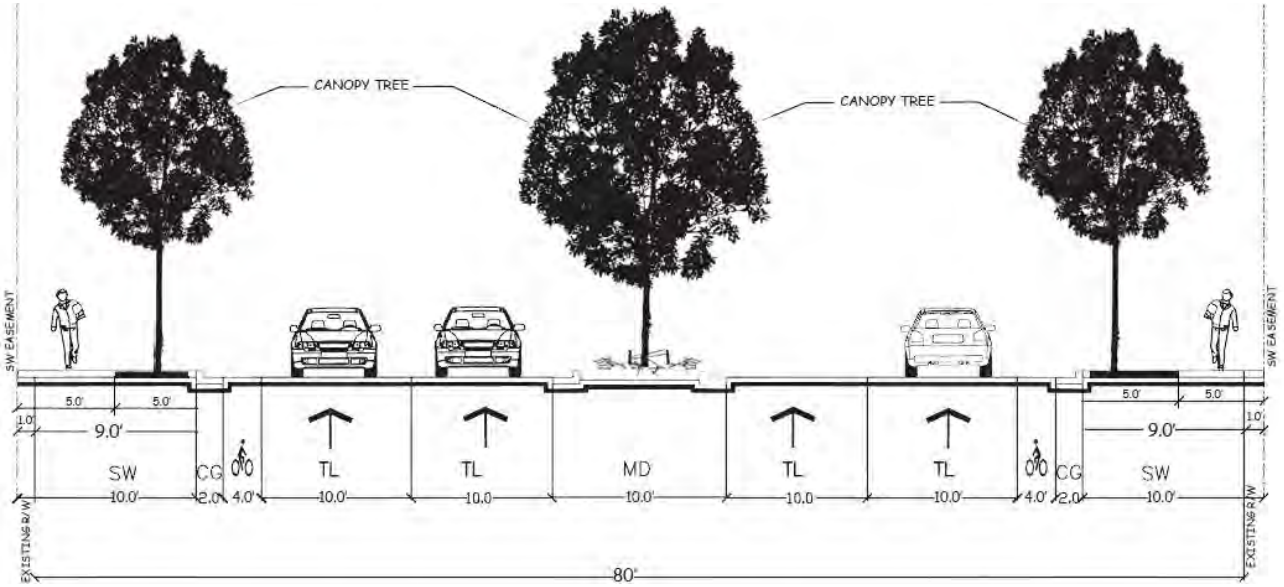


Figure 17: Boynton Beach Blvd. Section from I-95 to Seacrest Blvd.

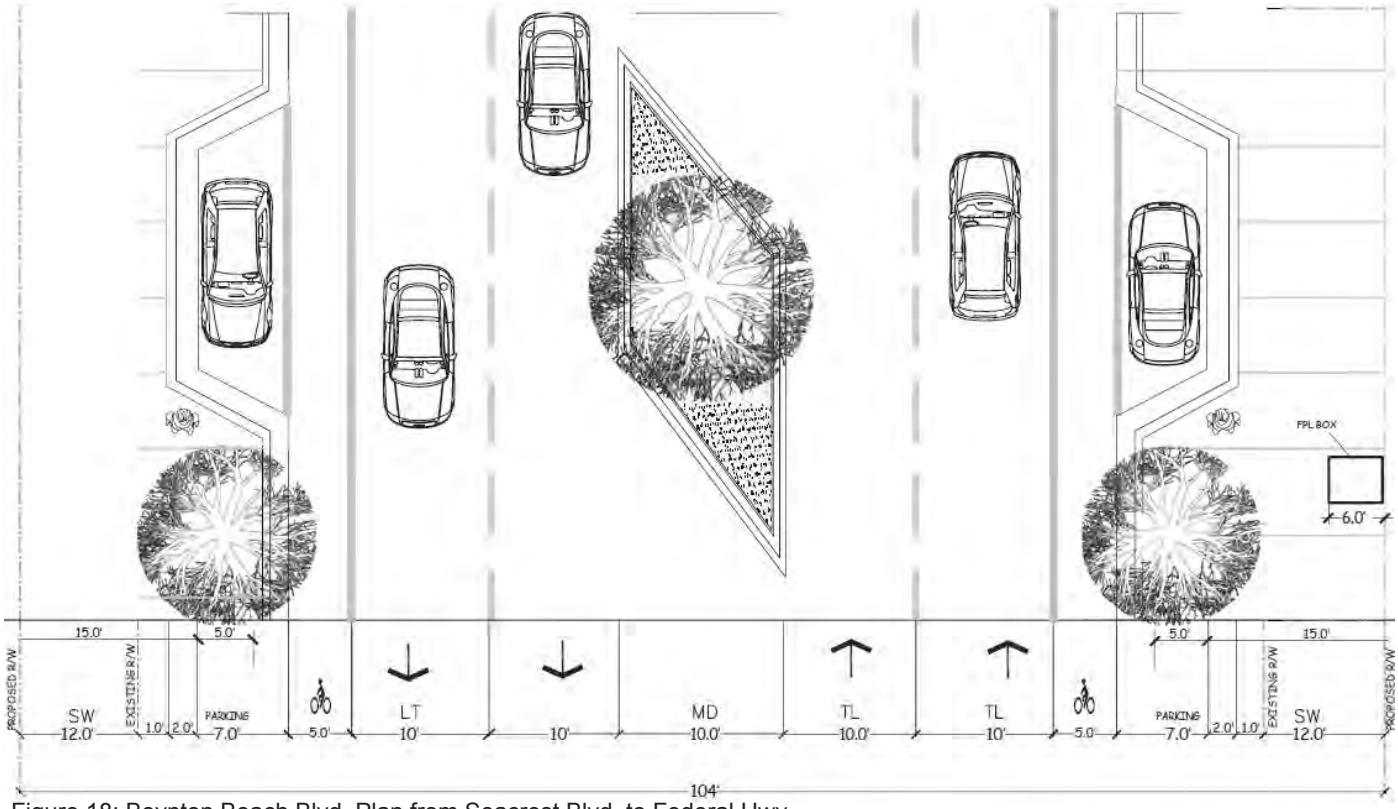


Figure 18: Boynton Beach Blvd. Plan from Seacrest Blvd. to Federal Hwy.

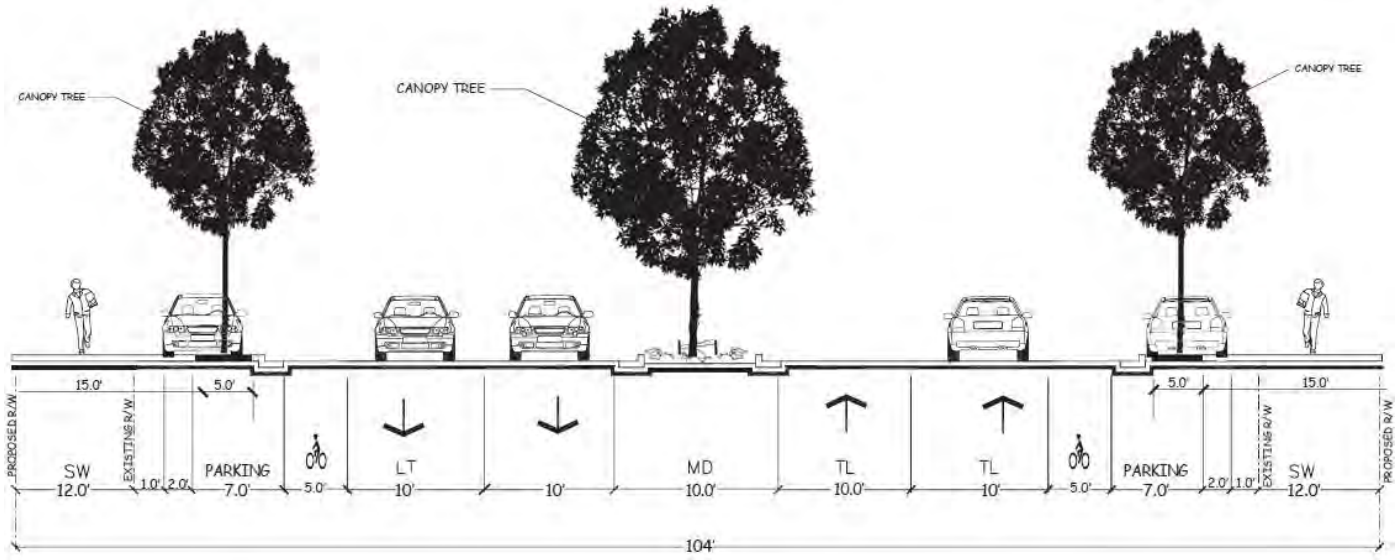


Figure 19: Boynton Beach Blvd. Section from Seacrest Blvd. to Federal Hwy.

Recommendations: Land Use

The predominant existing future land use designation along the Boynton Beach Boulevard corridor is Local Retail Commercial. Other future land use designations are Public and Private and Governmental/ Institutional (where City Hall is located) and Office Commercial. The Local Retail Commercial designation only extends one-half block to the north and south of Boynton Beach Boulevard. The lack of depth has prevented successful projects from being developed along the corridor. In order to encourage a vibrant corridor with the desired private development and public spaces, it is recommended that the following future land use changes be made:

- From I-95 east to N.W. 1st Street, change Local Retail Commercial and Low Density Residential to Mixed-Use Low. The Mixed-Use Low land use designation should extend the depth of the block north and south of Boynton Beach Boulevard.
- From N.W. 1st Street east to N.E. 3rd Street, change Local Retail Commercial, Public and Private Governmental/Institutional, Medium Density Residential, General Commercial to Mixed-Use Medium Future Land Use. The Mixed-Use Medium land use designation should extend the depth of the block north and south of Boynton Beach Boulevard.
- From N. E. 3rd Street east to the FEC Railroad, change General Commercial, Industrial, Local Retail Commercial to Mixed-Use High future land use designation. The Mixed-Use High future land use designation should extend the depth of the block north and south of Boynton Beach Boulevard.

Below is a table showing the proposed land use and zoning designations that will apply along the Boynton Beach Boulevard corridor:

Table 3: Recommended Future Land Use (FLU) Classifications within the Boynton Beach Blvd District

LAND USE	DENSITY	CORRESPONDING ZONING	DENSITY CAP	MAX HEIGHT*
Low Density Residential	5	R1AAB, PUD, MHPD	5	30'
Mixed-Use Low	20	MU-1	20	45'
Mixed-Use Medium	50	MU-2	40	65'
		MU-3	50	75'
Mixed-Use High	80	MU-4	60	100'
		MU Core	80	150'

*Properties located within the TOD may recieve a 25% density bonus

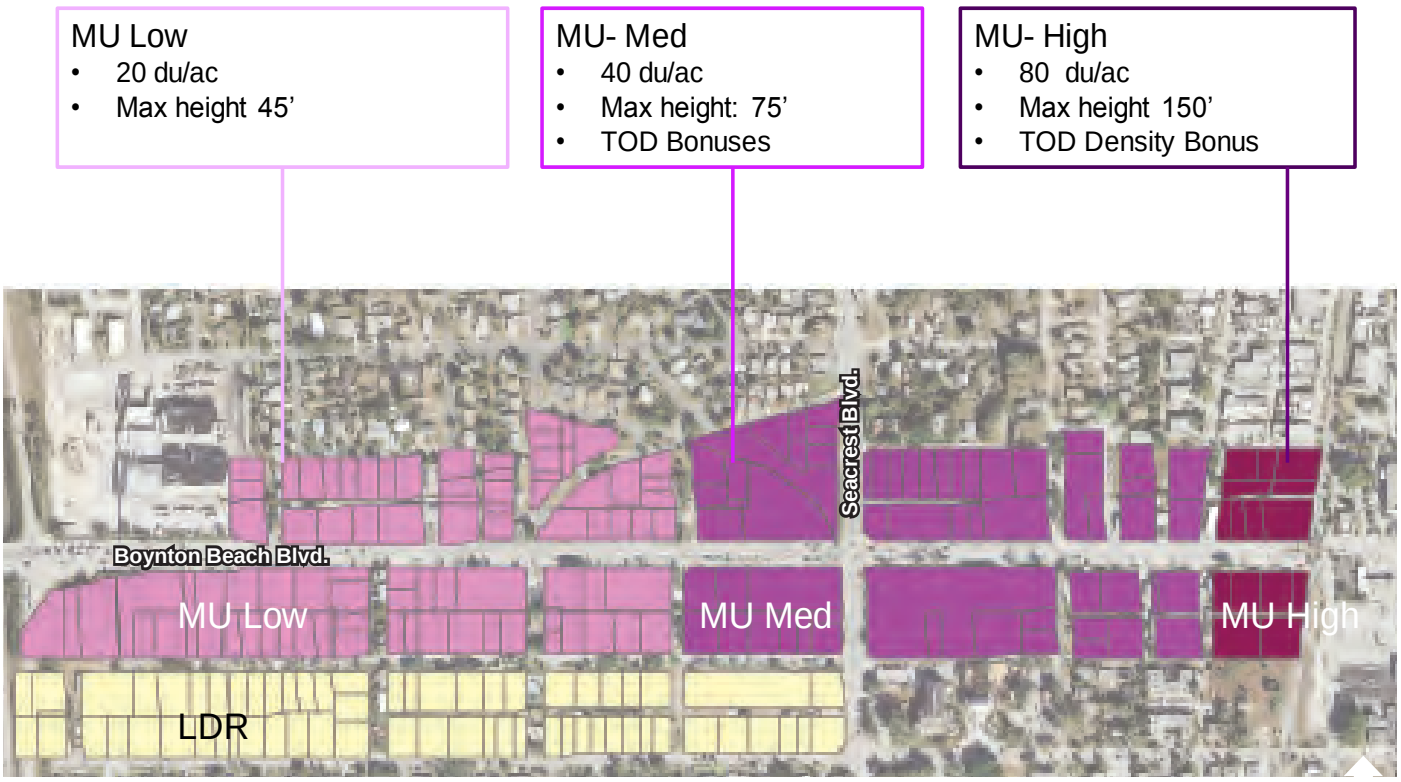


Figure 20: Recommended Future Land Use for the Boynton Beach Blvd. District

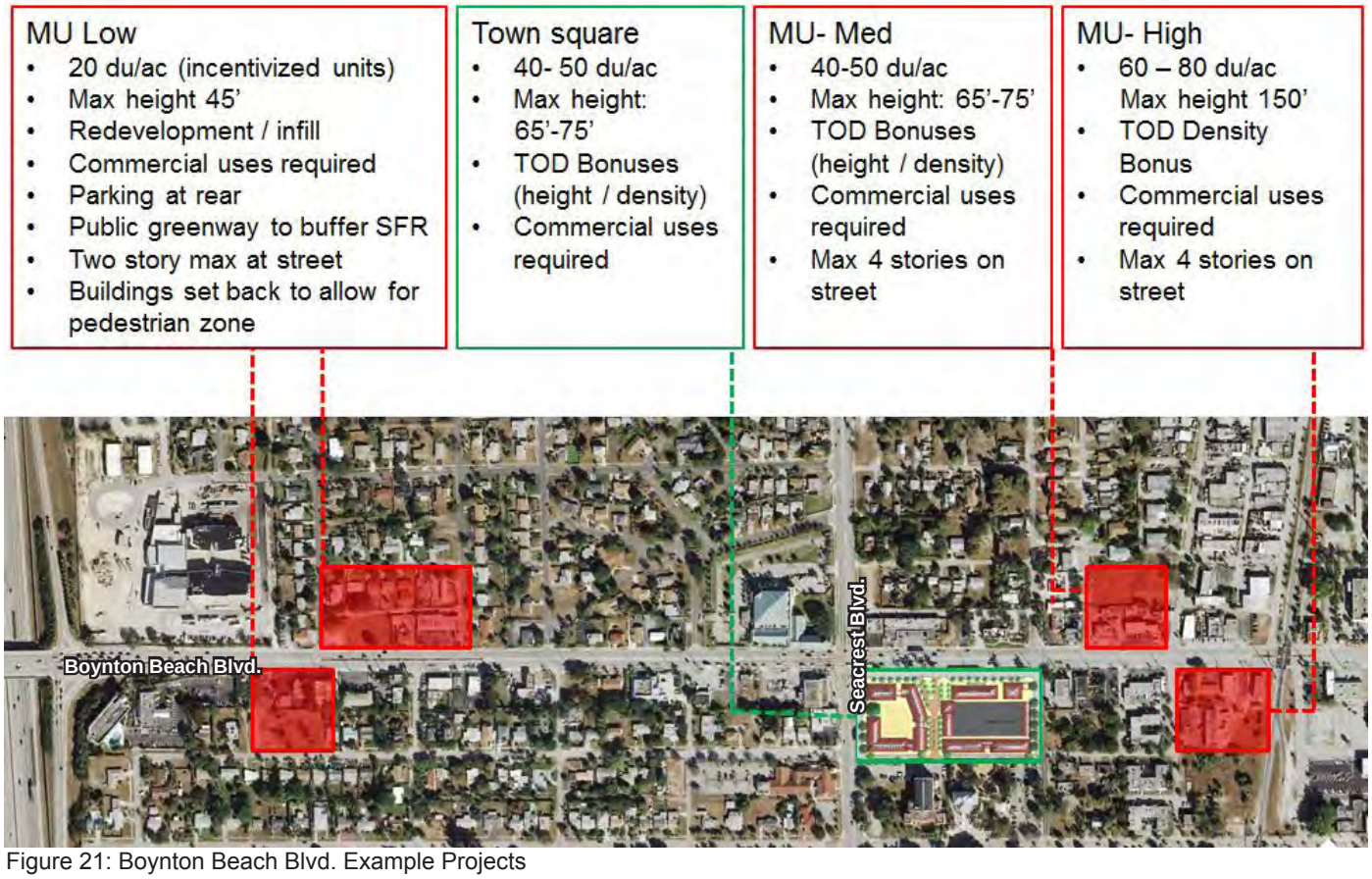


Figure 21: Boynton Beach Blvd. Example Projects

Recommendations: Urban Design

Create an overlay district for Boynton Beach Boulevard to control height at street frontage, building setback, design, uses, and overal character.

- The building shall be setback to accommodate the pedestrian zone.
- Active commercial uses shall be required on the street frontage of Boynton Beach Boulevard. Automobile oriented uses, such as, gas stations and car washes, are prohibited. Drive-thrus are only permitted when not visible from right-of-ways and completely behind a structure.
- Buildings fronting Boynton Beach Boulevard shall have maximized glazing on first floors.
- Approximately 75% of the lot frontage must be occupied by structure and adjacent to the pedestrian zone.
- Buildings fronting Boynton Beach Boulevard shall have a minimum height of 30’
- Buildings fronting Boynton Beach Boulevard shall be a maximum of 45’ in height, any additional height permitted by the zoning districts must be stepped back proportionately to the overall height, a minimum of 10’ deep.
- Parking shall be located to the rear or side of the property. MU-L Land Uses are permitted to have one (single loaded) row of parking in front of the structure.
- Only when access is not possible from the rear or side shall curb cuts be permitted on Boynton Beach Blvd.
- All buildings along Boynton Beach Blvd shall have pedestrian access from the right-of-way/ sidewalks.
- The main pedestrian entry, or front door, must be fronting Boynton Beach Blvd.
- Mixed use projects adjacent to single-family areas shall include greenways for proper buffering

Staff will review architectural styles and make recommendations regarding Architectural Guidelines that may enhance the character of the District. This process will include public input.



Figure 22: Example Greenway Recommended on First Avenue



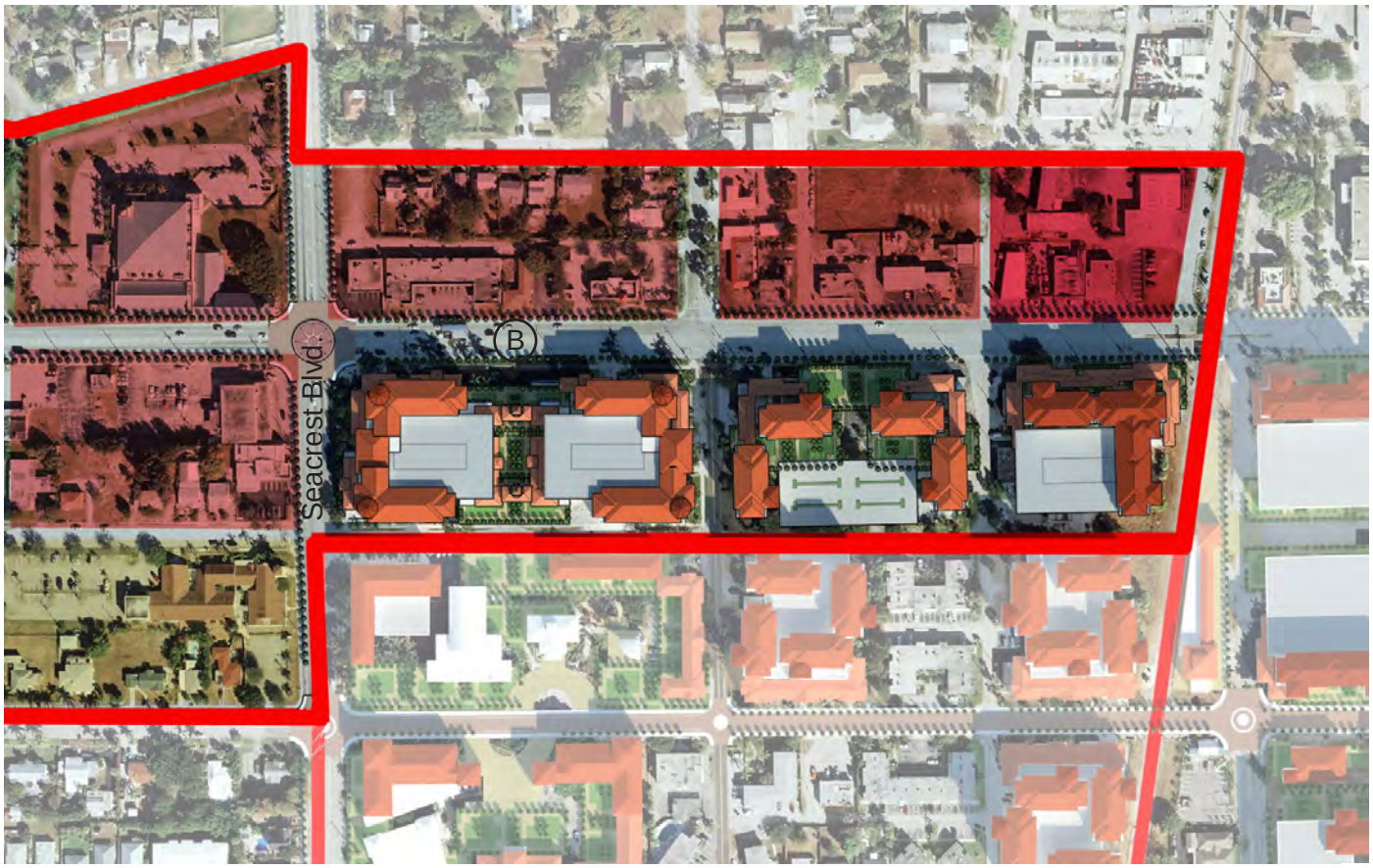
Figure 23: Example of Mixed Use Low Project on Boynton Beach Blvd.

Figure 25: Boynton Beach Blvd. District Master Plan

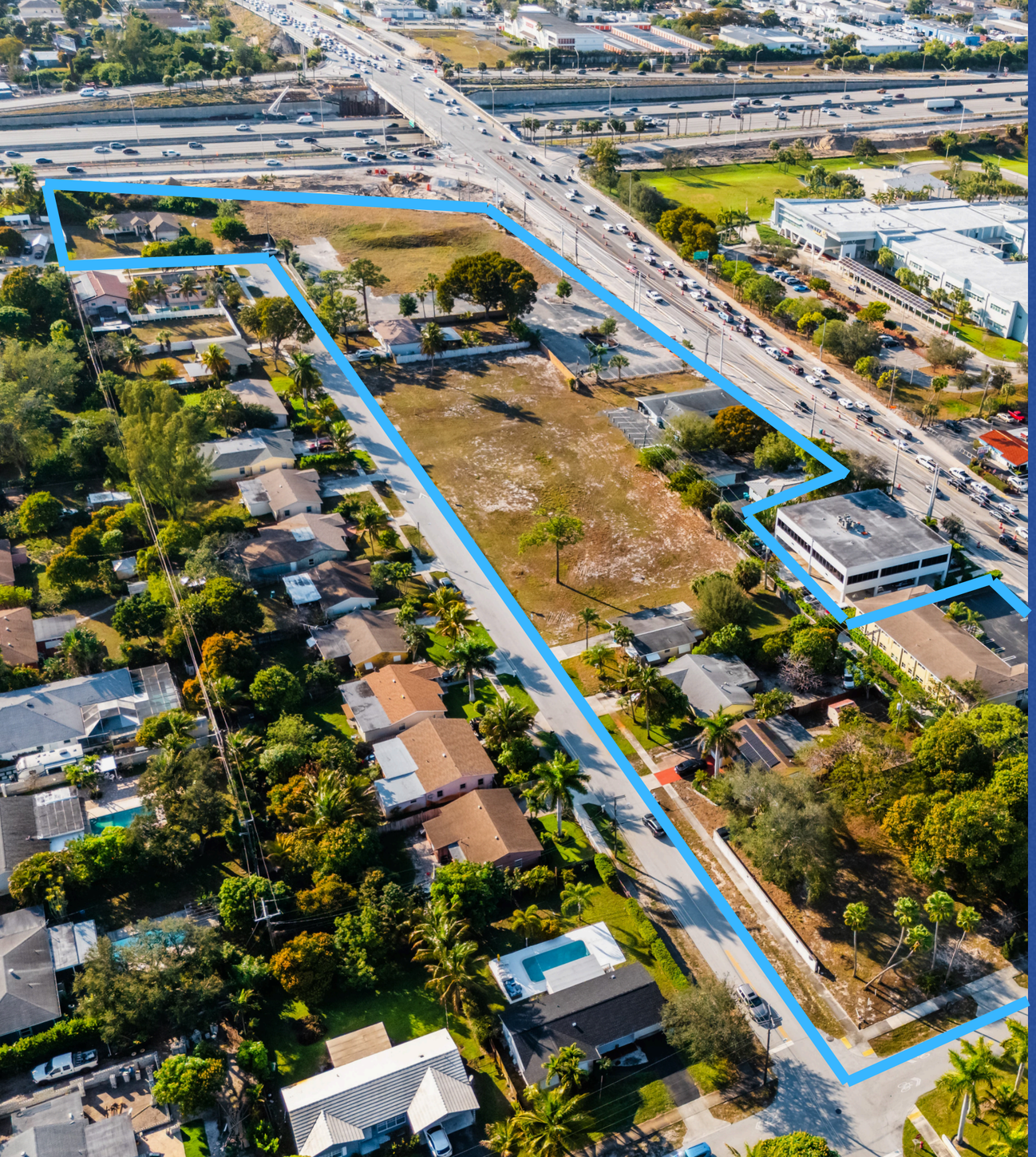




Figure 24: Example of Mixed Use Medium Project on Boynton Beach Blvd.




CENTRO CULTURAL
ocean avenue district



WEST BOYNTON BEACH BOULEVARD ASSEMBLAGE

PROJECT OVERVIEW



A strategic redevelopment opportunity located at the western gateway to Downtown Boynton Beach, at the I-95 interchange.

District: Boynton Beach Boulevard

Total Assemblage: Approximately 6.17 acres

Vision: Transform the corridor into an attractive, welcoming gateway that encourages economic development and private investment.



WEST BOYNTON BEACH BOULEVARD ASSEMBLAGE

480 W. BOYNTON BEACH BLVD.
444 W. BOYNTON BEACH BLVD.
457 NW 1ST AVENUE

FUTURE REDEVELOPMENT PROJECT

ACQUISITION



TOTAL ACREAGE: 6.35

ACQUISITION COST TOTAL: $17,534,000

W. Boynton Beach Blvd.
(13 parcels)
3.30 acres
$7,250,000

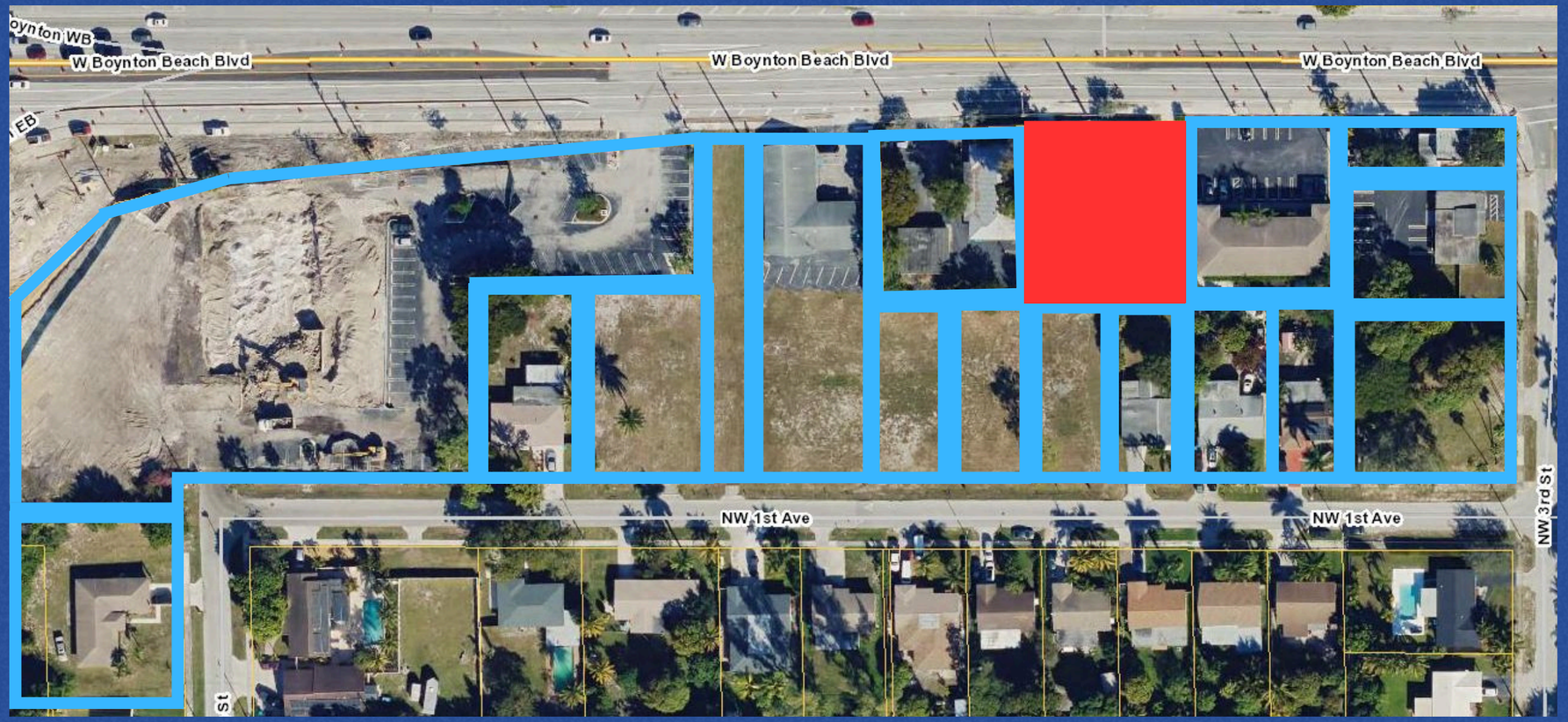
480 W. Boynton Beach Blvd.
2.1 acres
$8,100,000

101 NW 4th St.
.53 acres
$835,000

457 NW 1st Ave.
.24 acres
$600,000

415 NW 1st Avenue
.18 acres
$749,000

PARCELS


W Boynton Beach Blvd
W Boynton Beach Blvd
W Boynton Beach Blvd
NW 1st Ave
NW 1st Ave
NW 3rd St



THE INN

ACQUISITION BEGAN IN OCTOBER 2025







SWA GRANT FUNDING
$75,000

CRA COST FOR DEMO
$575,000

W. BOYNTON BEACH BLVD.







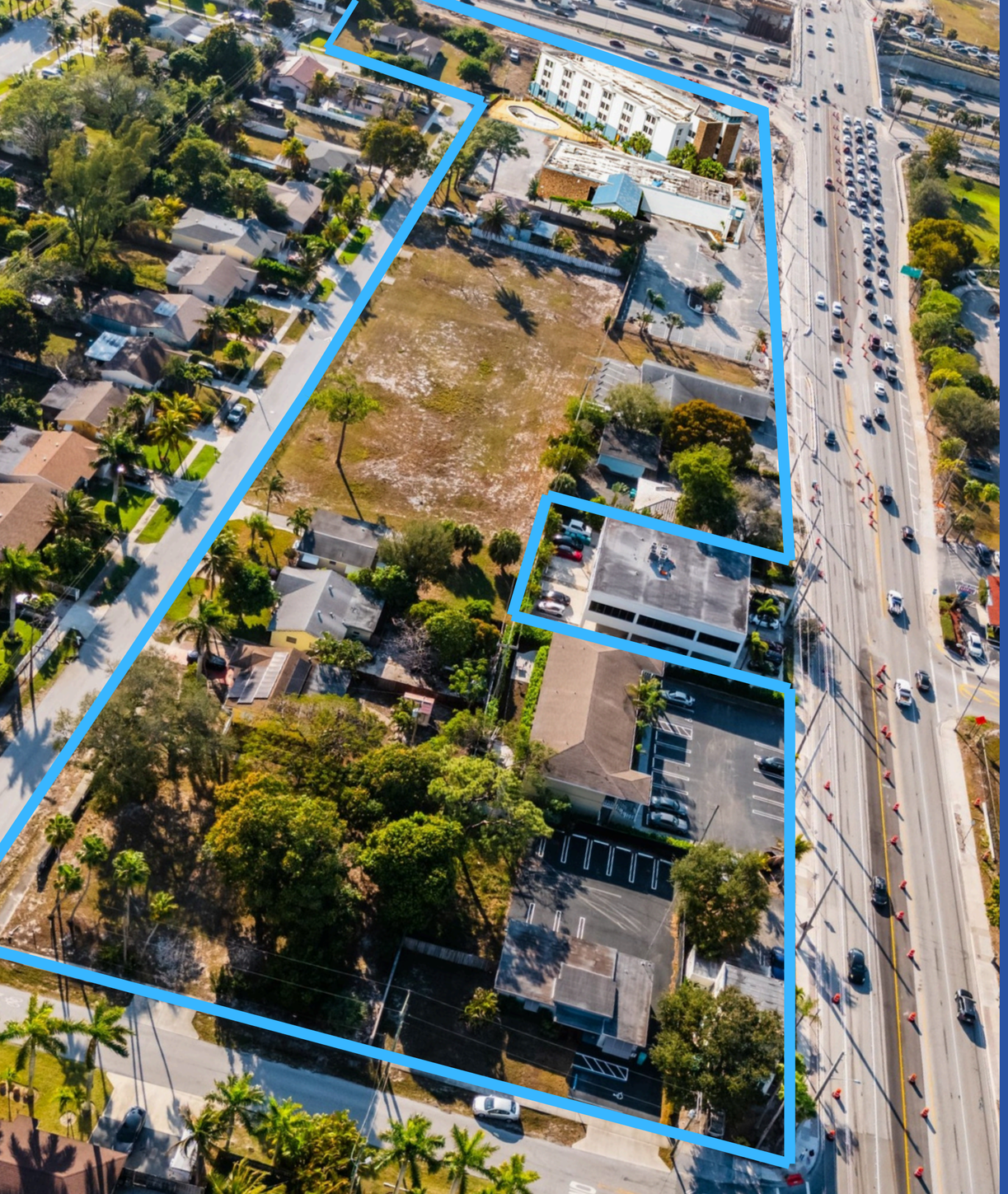






SWA GRANT FUNDING
$100,000

CRA COST FOR DEMO
$263,000





CRA PLAN

BOYNTON BEACH
BOULEVARD DISTRICT

"The Boynton Beach Boulevard District is envisioned to serve as a welcoming and beautiful entry into the Downtown District."

- *Future Land Use Mixed-Use Low*
- *20 dwelling units per acre*
- *Max height 45'*



COMMUNITY INPUT

The BBCRA collected 1,079 survey responses to help guide future redevelopment of this key gateway into Downtown Boynton Beach.

Preferred Development Types

TYPE	%
Green space / plaza	52.8
Mixed-use development	52.5
Arts / community space	40.4
Entertainment / sports	26.3
Hotel / hospitality	15.8
Workforce housing	13.8
Office / employment	7

Most Desired Businesses

TYPE	%
Family-friendly dining	57.5
Arts / creative spaces	53.3
Small local businesses	48.3
Upscale dining	28.4
Health / wellness	20
National retailers	13.7

Most Important Site Amenities

FEATURE	%
Walkable sidewalks	68.2
Restaurants / cafés	59
Landscaping / shade	55.3
Lighting / safety	41.3
Public gathering spaces	40.3

Top Redevelopment Concerns

CONCERN	%
Traffic / congestion	77.4
Parking availability	59.7
Building height / density	38.3
Environmental impact	37.5
Neighborhood compatibility	37.4

Preferred Building Heights

HEIGHT	%
1–2 stories	42.3
3–5 stories	36.5
6–7 stories	10.5
Not sure	10.7

*Multiple selections permitted; percentages do not total 100%.

COMMUNITY INPUT KEY TAKEAWAYS



- A walkable, landscaped gateway to Downtown Boynton Beach.
- Green spaces, restaurants, arts, and locally owned businesses.
- Mixed-use development with a preference for buildings of five stories or fewer.
- Improved traffic circulation, parking, and pedestrian safety.
- A distinctive destination that complements surrounding neighborhoods.

NEXT STEPS

OPTION 1

GATHER ADDITIONAL PUBLIC FEEDBACK

Conduct further community outreach to identify priorities and gather input.

OPTION 2

PROCEED WITH SOLICITATION

Direct staff to prepare a draft solicitation and bring it back to the Board for review and approval.

OPTION 3

EXPLORE ALTERNATIVE APPROACHES

Evaluate other redevelopment strategies, potential partnerships, or opportunities before moving forward.

OPTION 4

DEFER FURTHER ACTION

Take no action at this time and revisit the initiative at a later date.

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: November 17, 2026

NEW BUSINESS

AGENDA ITEM 14.E

SUBJECT:
Discussion regarding CRA Plan Update, TIF Policy and Amendment 3 Impacts

SUMMARY:

Staff is seeking Board direction regarding the potential impacts of Amendment 3 on the development of a new Community Redevelopment Plan and the establishment of a Tax Increment Funding (TIF) Policy.
