Community Redevelopment Agency Board Meeting
Tuesday, May 12, 2026 - 6:00 PM
City Hall Chambers, 100 E. Ocean Avenue and Online Meeting
561-737-3256

AGENDA

REVISED AGENDA as of May 8, 2026

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Agenda Approval**
   - **A.** Additions, Deletions, Corrections to the Agenda
   - **B.** Adoption of Agenda
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**
   - **A.** CRA Economic & Business Development Grant Program Update
   - **B.** Heart of Boynton Shops Project Update
   - **C.** Project Update on the Residential Improvement Grant Program Rules & Regulations
   - **D.** Annual Reports as required by the Tax Increment Revenue Funding Agreements for CRA Development Projects
   - **E.** Miscellaneous Quarterly Reports for January - March 2026
9. **Announcements and Awards**
   - **A.** Rock the Plaza at Ocean Plaza on May 16, 2026 from 2:00 PM - 6:00 PM

10. Public Comments

The public comment section of the meeting is for public comment on **ALL** items on the agenda or items that are not on the agenda. Each speaker will be given a total of three (3) minutes to comment on all items on the agenda; however, the Board retains the right to increase or decrease the three-minute limit prior to the start of public comment. Each public speaker shall be given the same number of minutes unless it becomes necessary to terminate a speaker's comments in order to maintain orderly conduct and proper decorum in the public meeting. Persons making public comment may not assign or donate their public comment time to another individual to allow that other individual additional time to comment; however, any persons requiring assistance will be accommodated as required by the Americans with Disabilities Act. Prior to addressing the Board, speakers present at the meeting will go to the podium to make their comments and speakers participating virtually will unmute their device at the time requested. Speakers may be asked to state their name address for the record. Any person may provide written comment(s) to the Board prior to the Board meeting.

11. Consent Agenda

A. Approval of the Joint CRA Board/City of Boynton Beach Commission Meeting Minutes for April 14, 2026

B. Approval of the CRA Board Meeting Minutes for April 14, 2026

C. Approval of the Joint CRA Board/City of Boynton Beach Commission Meeting Minutes for April 21, 2026

D. CRA Financial Report Period Ending April 30, 2026

E. Approval of a Waiver for the Commercial Rent Reimbursement Grant Program to Bungalow at Boynton LLC d/b/a The Bungalow Bar & Grill located at 511 NE 4th Street

F. Approval of Five Commercial Economic Development Grant Program Applications

G. Approval of the Second One (1) Year Extension of Contract with Vincent and Sons Landscaping, Inc. for Lawn Maintenance of CRA Owned Properties

H. Approval of BB1 Development, LLC's Request for Extension of Construction Commencement per the First Amendment to the Tax Increment Revenue Funding Agreement for the Ocean One Project located at 114-222 N. Federal Highway

I. Approval of the First Amendment to the Tax Increment Revenue Funding Agreement with BB North LLC for The Villages located at 405 E. Ocean Avenue

12. Pulled Consent Agenda Items

A. Request for Authorization to Open Money Market Account - TABLED ON APRIL 14, 2026 TO A DATE CERTAIN ON MAY 12, 2026

13. CRA Advisory Board

A. Honoring Boynton Beach Heisman Heroes Presentation

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

B. Consideration of Terms for a Purchase and Development Agreement with Lennar Homes LLC for the Development of Affordable/Workforce Infill Housing

C. Consideration of the Amendment No. 2 to the Agreement for On-Demand Transportation Service with Circuit Transit Inc.

D. Consideration of the Commercial Property Improvement Grant Program to Potiwa Pizza LLC located in the Heart of Boynton Shops at 137 NE 10th Avenue, Unit 104

15. New Business

A. Consideration of the Commercial Business Relocation Grant Program Guidelines and Application for Fiscal Year 2025-2026

B. Consideration of Fiscal Year 2025-2026 Budget Reallocation for Commercial Business Relocation Grant Program

C. Consideration of the Purchase of 221 NE 9th Avenue

D. Consideration of Fiscal Year 2025-2026 Budget Reallocation for Property Purchase of 221 NE 9th Avenue

E. Discussion Regarding CRA Strategic Planning â€“ Redistricting, Property Acquisition Plan / Bond & CRA Plan Update

F. Approval of Amended Classification and Pay Plan â€” Establishment of Four New Position Classifications

16. Future Agenda Items

17. 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: May 12, 2026

INFORMATION ONLY

AGENDA ITEM 8.A

SUBJECT:
CRA Economic & Business Development Grant Program Update

SUMMARY:
The CRA's reimbursable Economic Development Grants provide 50% of the project costs in matching funding for rent and commercial property improvements. The grant programs continue to further the CRA's mission to activate vacant commercial space, assist businesses, create jobs and develop a vibrant downtown. Grant guidelines and applications can be downloaded from the CRA website www.boyntonbeachcra.com. Below is a status report of the CRA's Economic Development Grant Programs and Business Development activities for FY 2025-2026:

FY 2025-2026 Budget	**$620,000**
April 2026 Budget Adjustment	**$200,000**
Grants Awarded Since October 1, 2025	**($680,635.64)**
Remaining Fund Balance as of 4/7/26:	**$139,364.36**

List of CRA Board approved Economic Development Program Grantees since October 1, 2025:

Business Name	Address	Grant	Grant Amount
Love in Orbit LLC d/b/a Fly & Flow Fitness	640 E. Ocean Avenue, Unit 20	Rent Reimbursement	$9,000
The Coffee and Ale Exchange LLC d/b/a Bond Street Ale and Coffee	1626 S. Federal Highway	Property Improvement	$50,884.60
Xpedited Health Care LLC	137 NE 10th Avenue, Unit 102	Property Improvement	$1,975

Rusty's Restaurant and Lounge LLC d/b/a Rusty's Carib Cuisine	510 E. Ocean Avenue, Unit 107	Rent Reimbursement Property Improvement	$82,786.26
Propco 1140 W Industrial Boynton FL LP	1140 W. Industrial Avenue	Property Improvement	$25,000
A&A Investments	332 W. Boynton Beach Boulevard	Property Improvement	$25,000
Second Rodeo Hospitality LLC d/b/a Second Rodeo	640 E. Ocean Avenue, Unit 6	Rent Reimbursement	$19,200
Hope Pool and Spa LLC	1220 W. Industrial Avenue, Unit 5	Rent Reimbursement	$18,806.28
Forward Leaders Group LLC d/b/a Big John's To-Go	137 NE 10th Avenue, Unit 105	Property Improvement (Design Fees)	$2,806
Xpedited Health Care LLC	137 NE 10th Avenue, Unit 102	Property Improvement (Design Fees)	$137.50
WhatSub Boynton LLC	630 E. Ocean Avenue	Rent Reimbursement Property Improvement	$84,000
Shiv Shakti Donut Corporation d/b/a Dunkin'	2728 N. Federal Highway	Property Improvement	$50,000
Rob's Golf Cart Corp	805 N. Federal Highway	Rent Reimbursement Property Improvement	$41,040
Civic Center Condominium Association Inc.	612 N. Federal Highway	Property Improvement	$25,000
Go French Concept LLC d/b/a Le Petit Pain Bakery	618 E. Ocean Avenue	Rent Reimbursement Property Improvement	$84,000
1545 Restaurant & Seafood Acquisitions FL LLC d/b/a Soul Southern Food & Vibes	301 E. Boynton Beach Boulevard	Property Improvement	$50,000
Pending May, 12, 2026 Approvals			
GGSS Delray LLC d/b/a goGLOW Boytnon Beach	1501 S. Federal Highway	Rent Reimbursement Property Improvement	$56,000
618 E. Ocean Ave LLC	618 E. Ocean Avenue	Property Improvement	$25,000
MVB, Inc. d/b/a Rivalries Sports Pub	510 E. Ocean Avenue, Unit 101	Rent Reimbursement	$24,000

Logo Legend LLC	680 W. Industrial Avenue, Unit 7	Rent Reimbursement	$6,000

FISCAL IMPACT:
FY 2025-2026 Budget, Project Fund, Line Item 02-58400-444, $820,000

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
No action is required at this time unless otherwise determined by the CRA Board.

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

INFORMATION ONLY

AGENDA ITEM 8.B

SUBJECT:
Heart of Boynton Shops Project Update

SUMMARY:
At the September 9, 2025 Board Meeting, the Board requested a detailed update regarding The Heart of Boynton Shops (HOB Shops). The HOB Shops includes eight units totaling 8,250 sq ft of commercial space in the Heart of Boynton Village Apartments located at 137 NE 10th Avenue.

Since the construction broke ground in 2022, CRA staff has continued to work with local small businesses through the leasing and tenant build-out process for the spaces.

Each unit, at the time of lease-up, is a gray shell that lacks mechanical, electrical, plumbing, and interior walls. This presented a financial barrier to many local small businesses. In December 2022, in response to public comment at the September 2022 meeting, the CRA Board approved additional funding to offset the build-out cost by providing $51,714.28 for each of the seven units available for lease (Unit 108 is reserved for the CRA's NOP Program) to assist with eligible build-out expenses like the mechanical, electrical, plumbing and ADA improvements.

By June 2024, five units had their building permits approved, however construction did not begin until February 2025. Work on the units by Centennial Management Corporation (CMC) began in February 2025. Below is a summary of the current tenants, permitting status and construction status.

At the February 2025 meeting, the CRA approved a Waiver and Ancillary Agreement for the Development Agreement with CMC which allowed each tenant to select the contractor of their choice while still having access to the funding provided for in the Development Agreements. Unit 104 and Unit 107 opted to use a different contractor for their build-outs.

Unit Number	Tenant Name	Permit Approval Date	Permit Issuance Date	Days Delayed from Permit Approval	Construction Start Date	Days in Construction

101	The Old Testament Bakery LLC	-	-	-	-	-
102	Xpedited Health LLC	December 1, 2025	March 24, 2026	2	March 26, 2026	19
103	JB Dental Care LLC	February 6, 2025	February 13, 2025	8	February 21, 2025	417
104	Potiwa Pizza LLC (selected a different GC)	June 10, 2024	February 7, 2025	242	February 21, 2025	417
105	Big John's To-Go	June 13, 2024	February 4, 2025	236	February 21, 2025	417
107	Gillion & Co. (selected a different GC)	May 21, 2024	February 4, 2025	279	February 21, 2025	417

Since July 30, 2025, CRA Staff meets weekly with CMC onsite to monitor progress and coordinate the construction activities at the Heart of Boynton Shops.

At the November 10, 2025 meeting, the Board directed staff to work with the HOB Shops tenants and bring back a summary of the build-out costs and funding concerns.

At the December 9, 2025 meeting, the Board approved an increase in funding to cover 60% of eligible build-out expenses in each unit. This funding equates to approximately $425,000 with contingency. The Board also made a motion that allows the tenant's Commercial Property Improvement Grant Funding be reallocated to the Development Agreement. The amendments for Units 102, 103, 105, 106 and 107 were approved at the January CRA Board meeting.

Recent Progress:

- Unit 101: working towards final design plans for permit application
- Unit 102: began construction in late March, currently rough plumbing and framing is complete; HVAC and duct work in progress with electrical to begin the following week
- Unit 103: FPL meter in place, final paint to begin May 4th followed by dental equipment install
- Unit 105: nearing completion with final work on mechanical and electrical. Restaurant equipment started installation
- Unit 106: Completed and received its Certificate of Occupancy on March 11, 2026
- Unit 108: Completed and received its Certificate of Occupancy on March 6, 2026

Photo updates are provided as Attachment I.

FISCAL IMPACT:
Fiscal Year 2021-2022 Budget; Project Fund Line Item 02-58200-406 - Local Government Match Contribution $625,750 and Commercial/Retail Component $2,300,815 (commercial component); TIRFA $1,630,280 and $433,008.45 Second Development Agreement for the Residential Component

FY 2025-2026; Project Fund Line Item 02-58200-406 - $425,000

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach CRA Community Redevelopment Plan

CRA BOARD OPTIONS:
To be determined based on Board direction.

ATTACHMENTS:

	Description
•	Attachment I - HOB Shops Photo Update

JB DENTAL CARE



BIG JOHN'S TO-GO



XPEDITED HEALTH CARE



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

INFORMATION ONLY

AGENDA ITEM 8.C

SUBJECT:
Project Update on the Residential Improvement Grant Program Rules & Regulations

SUMMARY:
As a result of the CRA budget adoption for FY 2025-2026, the CRA Board approved funding four CRA Code Enforcement Officers. Included in Exhibit A of the Interlocal Agreement for Funding for Code Enforcement Officers, the officers would be able to facilitate any funds that may become available through grants for residential improvements (see Attachment I).

In coordination with City and CRA staff, the Residential Improvement Grant Program (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 and attractive living environment.

CRA and City staff met on October 28, 2025, to discuss preliminary terms to be included in the Program (see Attachment II). City and CRA staff met again on November 23, 2025, with CRA legal to review the statutory limitations and/or support for the Program (see Attachment III).

On February 9, 2026, the CRA Board requested a draft Program be presented at the March 9, 2026 Board meeting, and to include driveway repair/expansion as an eligible improvement for grant funding.

At the March 9, 2026 meeting, the CRA Board approved the draft terms of the program as outlined in Attachment IV. The CRA Board also requested the Program be included in the Joint CRA-City Meeting on April 14, 2026.

Attachment V is a presentation overview of the Program.

The draft Program Rules & Regulations are provided as Attachment VI. CRA and City staff continue to coordinate as we prepare to launch the grant program

FISCAL IMPACT:
FY 2025-2026 Budget, General Fund 01-51620-209, $100,000 ($50,000 for voluntary applicants/$50,000 for code cases)

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
No Board action required at this time.

ATTACHMENTS:

Description

- Attachment I - ILA for Code Enforcement Officers
- Attachment II - October Meeting Notes
- Attachment III - November Meeting Notes
- Attachment IV - Residential Improvement Grant Final Terms
- Attachment V - Residential Improvement Grant Presentation
- Attachment VI - Draft Residential Improvement Grant Program

RESOLUTION NO. R25-302

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING FOR CODE ENFORCEMENT OFFICERS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, has determined that one or more slum or blighted areas exist within the City of Boynton Beach; and

WHEREAS, the City Commission established the Community Redevelopment Agency ("CRA") for the purpose of carrying out redevelopment activities within those identified slum and blighted areas; and

WHEREAS, the prevention and elimination of slums and blight is a matter of state policy and public concern, as recognized under Florida law; and

WHEREAS, the CRA Plan has identified goals to encourage and initiate various code enforcement policies, as well as other means deemed feasible and appropriate to stabilize and enhance neighborhoods and commercial areas; and

WHEREAS, the CRA may lend, grant, or contribute funds to a municipality for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities; and

WHEREAS, the City and the CRA desire for the City to establish four (4) new code enforcement officers who will be proactive and work in coordination with CRA residents and businesses (each a "Code Enforcement Officer (CRA)"); and

WHEREAS, the Code Enforcement Officer (CRA) positions will focus on outreach and remediation, work offset schedules to increase visibility and hours of service, and seek enforcement on their own volition, and coordinate with the Neighborhood Officer Policing Program, CRA businesses, and CRA residents; and

WHEREAS, the CRA desires to provide funding to the City for the four (4) new Code Enforcement Officer (CRA) positions through reimbursement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve an Interlocal Agreement between the

City and the Boynton Beach Community Redevelopment Agency for Funding for Code Enforcement Officers.

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

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

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Interlocal Agreement between the City and the Boynton Beach CRA for Funding for Code Enforcement Officers (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

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

SECTION 4. Upon full execution of the Interlocal Agreement, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes, for interlocal agreements.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-302

PASSED AND ADOPTED this 18th day of November 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

VOTE 3-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

CFN DF-20251203800003
RECORDED 12/3/2025 10:26 AM
Palm Beach County, Florida
Michael A. Caruso, Clerk
Pgs: - ; (6pgs)

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR CODE ENFORCEMENT OFFICERS

THIS AGREEMENT ("Agreement") is made this 18th day of November 2025, 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 "CRA"). The City and CRA may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City Commission of the City of Boynton Beach, Florida, has determined that one or more slum or blighted areas exist within the City of Boynton Beach; and

WHEREAS, the City Commission established the CRA for the purpose of carrying out redevelopment activities within those identified slum and blighted areas; and

WHEREAS, the prevention and elimination of slums and blight is a matter of state policy and public concern, as recognized under Florida law; and

WHEREAS, the term "slum area" is defined as an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and which exhibits one or more additional elements; and

WHEREAS, additional elements that contribute to the designation of a "slum area" include the inadequate provision for ventilation, light, air, sanitation, or open spaces and the existence of conditions that endanger life or property by fire or other causes; and

WHEREAS, the term "blighted area" is defined as an area in which there are a substantial number of deteriorated or deteriorating structures, and; in which conditions endanger life or property or are leading to economic distress, and which exhibits two or more additional elements; and

WHEREAS, additional elements that contribute to the designation of a "blighted area" include unsanitary and unsafe conditions and a greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality; and

WHEREAS, the City and the CRA are empowered to make and execute contracts and other instruments necessary to carry out the purposes of community redevelopment; and

WHEREAS, the City and the CRA are empowered to disseminate slum clearance information; and

RECORDED

DEC 03 2025

PALM BEACH COUNTY, FL

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR CODE ENFORCEMENT OFFICERS

THIS AGREEMENT ("Agreement") is made this 18th day of November 2025, 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 "CRA"). The City and CRA may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City Commission of the City of Boynton Beach, Florida, has determined that one or more slum or blighted areas exist within the City of Boynton Beach; and

WHEREAS, the City Commission established the CRA for the purpose of carrying out redevelopment activities within those identified slum and blighted areas; and

WHEREAS, the prevention and elimination of slums and blight is a matter of state policy and public concern, as recognized under Florida law; and

WHEREAS, the term "slum area" is defined as an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and which exhibits one or more additional elements; and

WHEREAS, additional elements that contribute to the designation of a "slum area" include the inadequate provision for ventilation, light, air, sanitation, or open spaces and the existence of conditions that endanger life or property by fire or other causes; and

WHEREAS, the term "blighted area" is defined as an area in which there are a substantial number of deteriorated or deteriorating structures, and; in which conditions endanger life or property or are leading to economic distress, and which exhibits two or more additional elements; and

WHEREAS, additional elements that contribute to the designation of a "blighted area" include unsanitary and unsafe conditions and a greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality; and

WHEREAS, the City and the CRA are empowered to make and execute contracts and other instruments necessary to carry out the purposes of community redevelopment; and

WHEREAS, the City and the CRA are empowered to disseminate slum clearance information; and

WHEREAS, the City and the CRA are empowered to enter into any building or property in any community redevelopment area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted; and

WHEREAS, the City and the CRA are empowered to make or have made all surveys and plans necessary to the carrying out of the purposes of this part; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to (1) plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements, and (2) plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements; and

WHEREAS, the CRA Plan has identified goals to encourage and initiate various code enforcement policies, as well as other means deemed feasible and appropriate in order to stabilize and enhance neighborhoods and commercial areas; and

WHEREAS, the City and the CRA desire for the City to establish four (4) new code enforcement officers who will be proactive and work in coordination with CRA residents and businesses (each a "Code Enforcement Officer (CRA)"); and

WHEREAS, the Code Enforcement Officer (CRA) positions will focus on outreach and remediation, work offset schedules to increase visibility and hours of service, seek enforcement on their own volition, and coordinate with the Neighborhood Officer Policing Program, CRA businesses, and CRA residents; and

WHEREAS, the CRA desires to provide funding to the City for the four (4) new Code Enforcement Officer (CRA) positions through reimbursement; and

WHEREAS, the City and the CRA 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. **Code Enforcement Officer Positions**. Following execution of this Agreement, the City shall establish and fill four (4) new positions titled "Code Enforcement Officer (CRA)". The City shall ensure that each position is structured, assigned, and maintained in accordance with the roles, responsibilities, and requirements outlined in **Exhibit "A."**

3. **Update to Exhibit "A."** Exhibit "A" to this Agreement may be updated at any time by the mutual consent of both parties 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.

4. **Funding**. The CRA shall provide funding to the City in an amount not to exceed three hundred and eight thousand, nine hundred and sixty-five dollars ($308,965) in total for the four (4) Code Enforcement Officer (CRA) positions. Such funding shall be provided on a reimbursement basis as set forth in this Agreement. This Agreement and all obligations of the CRA are subject to and contingent upon annual budgetary funding and appropriations by the CRA.

5. **Reimbursement**. To obtain reimbursement from the CRA for costs associated with the Code Enforcement Officer (CRA) positions, the City shall provide a written request for reimbursement of funds to the CRA once per quarter, no later than 15 days after the end of the service period. The written request from the City must include all documentation necessary to show the payment and purpose of the payment for which the City is seeking reimbursement. The CRA shall remit payment to the City within thirty days of receipt of a complete request from the City.

6. **Obligations of the CRA, Indemnification.** The CRA's responsibilities under this Agreement are limited to providing funding and complying with the provisions of this Agreement concerning public records. Therefore, the City 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 of persons or the faulty equipment (including equipment installation and removal) associated with Code Enforcement Officers (CRA) and the performance of their duties under this Agreement, including the entry upon property for any purpose. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA 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 CRA for CRA's own negligence, or intentional acts of the CRA, its agents or employees.

7. **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.

8. **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, shall automatically renew each year on October 1. Either Party may terminate this Agreement upon 60 days notice to the other party.

9. **Filing**. The City shall file this Agreement pursuant to the requirements of Section 163.01(11), Florida Statutes.

10. **Sovereign Immunity**. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the City as set forth in Section 768.28, Florida Statutes.

11. **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.

12. **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 CRA.

13. **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.

14. **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.

The rest of the page was intentionally left blank.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year written below.

Boynton Beach Community Redevelopment Agency

ATTEST: Vicki Cartman
Vicki Cartman

By: _____

Print Name: Rebecca Shelton

Title: Chair

Date: 11/10/2025

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
CRA Attorney

City of Boynton Beach, Florida

ATTEST: _____

By: _____

Print Name: Woodrow Hay

Title: Vice Mayor

Date: 11/18/2025

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
City Attorney

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Exhibit "A"

Code Enforcement Officer (CRA) Position Description

The City shall ensure that each Code Enforcement Officer assigned to the Community Redevelopment Area (each, a "Code Enforcement Officer (CRA)") shall meet and perform in accordance with the following position descriptions and requirements:

1. Each Code Enforcement Officer (CRA) shall:
    a. Perform all duties exclusively within the boundaries of the Boynton Beach Community Redevelopment Area for the benefit of the Boynton Beach Community Redevelopment Agency;
    b. Focus on outreach and remediation;
    c. Work offset schedules and weekends to increase visibility and hours of service; and
    d. Coordinate with the Neighborhood Officer Policing Program and the City's existing community improvement program.
2. Each Code Enforcement Officer (CRA) shall have the authority to seek code enforcement of their own volition, and in most cases shall refer complaints received to ordinary code enforcement officers.
3. Each Code Enforcement Officer (CRA) should act proactively and work with CRA residents and businesses to improve the areas within the CRA boundaries.
4. If any code enforcement funds become available through grants, funding, or other monetary sources, the Code Enforcement Officer's (CRA) duties shall include facilitating the administration and use of such funds.

Nicklien, Bonnie

From: Nicklien, Bonnie
Sent: Tuesday, October 28, 2025 3:12 PM
To: Temple, Adam N.; Stone, Candice; Hart, Patrick
Cc: Tack, Timothy; Utterback, Theresa
Subject: 10/28/25 Meeting Recap for Residential Improvement Grant/Code Grant
Attachments: PPP-Pleasant City-Applic.pdf; PPP FAQ Sheet.pdf; PPP Grant Agmt.pdf

Hi Everyone,

Thank you for your time today!

As a recap –

- City will research most common violations
- As of now, consensus to help improve the following:
    - Paint
    - Paving
    - Powerwashing
    - Plants (that are hardy for Florida weather; excluding sod)
    - Fences stain/repair
    - Tree/Landscaping Trimming
    - Site Triangle Issues
- City will look into average costs for improvements
- Priority of funding would go to Homestead homeowners
- Goal to have 20-30 homes in the pilot program
- CRA to identify funding once we know average improvement costs
- Attached is the WPB CRA PPP Grant Application and Supportive Documents. Some summary notes:
    - Max grant $20,000
    - In addition to paint, pave, plants other improvements include windows, fence, exterior lighting, and awnings
    - They allow the applicant to provide the three quotes of their choosing
    - Property must be free of liens UNLESS the grant will be rectifying the liens
    - They have administrative ability to approve grant applications (i.e. does not go to Board/CC for approval)
    - Grant funding does not pay any deposits for work to begin

We will circle back in month to touch base. Please feel free to add anything I left off.

Best Regards,
Bonnie

From: Nicklien, Bonnie
To: Temple, Adam N.; Stone, Candice; Hart, Patrick; Rodriguez, Emily
Cc: Tack, Timothy; Utterback, Theresa; Kathryn B. Rossmell; Lamb, Shawna; Brown, Christopher
Subject: RE: 112/3/25 Meeting Recap for Residential Improvement Grant/Code Grant
Date: Wednesday, December 03, 2025 3:23:00 PM
Attachments: PPP-Pleasant City-Applic.pdf
PPP FAQ Sheet.pdf
PPP Grant Agmt.pdf

Hi Everyone,

Another great meeting!

To recap –

- Kathryn will work with CRA staff to begin a draft framework for the program
- City to provide a Code report of violations in CRA boundaries vs. non-CRA boundaries
- We will work towards a providing the Board an update in April

If anyone needs anything in the meantime, feel free to reach out.

Thanks,
Bonnie

From: Nicklien, Bonnie
Sent: Tuesday, October 28, 2025 3:12 PM
To: Temple, Adam N. <TempleA@bbfl.us>; Stone, Candice <StoneC@bbfl.us>; Hart, Patrick <HartP@bbfl.us>
Cc: Tack, Timothy <TackT@bbfl.us>; Utterback, Theresa <UtterbackT@bbfl.us>
Subject: 10/28/25 Meeting Recap for Residential Improvement Grant/Code Grant

Hi Everyone,

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We will circle back in month to touch base. Please feel free to add anything I left off.

Best Regards,
Bonnie

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

RESIDENTIAL IMPROVEMENT GRANT

April 14, 2026



PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY



MISSION & GOAL

- To enhance neighborhood revitilization 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

TERMS FOR CONSIDERATION



APPLICANT ELIGIBILITY



PROGRAM PARAMETERS



ELIGIBILE IMPROVEMENTS

APPLICANT ELIGIBILITY



ELIGIBLE PERSONS

Subject to enforcement and Voluntary Applications



HOMEOWNER STATUS

Owner-occupied Properties



HOME TYPE

Single-Family detached

APPLICANT ELIGIBILITY



LIENS

Property must be free of liens unless the grant can remedy the violation



CODE VIOLATIONS

No active code cases unless the grant can remedy the violation



PRIOR PARTICIPATION

May not have particiated in program within in the previous 5 years

PROGRAM PARAMETERS



FUNDING AMOUNT

$10,000 per property address with a $100 Application Fee



FUNDING DISBURSEMENT

Direct Pay to Contractor



FUNDING ALLOCATION PRIORITY

$100,000 Pilot Program
First Come-First Serve
50% code cases; 50% voluntary

PROGRAM PARAMETERS



CONTRACTOR

BBCRA provides list of qualified contractors



DEPOSITS

BBCRA does not fund deposits



SELF-PERFORMANCE

Neither CRA nor City perform contracted work



APPROVALS

Administrative by CRA Staff



ELIGIBLE IMPROVEMENTS

- Paint
- Paving
- Power washing
- Plants (excluding sod)
- Fence Staining
- Fence Repair
- Tree/Landscaping Trimming
- Site Triangle Issues
- Driveway Repair/Expansion



NEXT STEPS

Create Program Documents

Incorporate terms into program documents and bring back at the May 12th meeting for CRA Board approval

Additional Feedback

Provide staff with any additional direction not included in presentation

FISCAL YEAR 2025-2026

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL IMPROVEMENT GRANT PILOT PROGRAM

Program Rules and Regulations

The Boynton Beach Community Redevelopment Agency ("BBCRA") is partnering with the City of Boynton Beach, Florida ("City") to administer this Residential Improvement Grant Pilot Program ("Program"). This Program offers financial assistance in the form of grants to fund eligible improvements to single-family residential properties. The eligible improvements will enable these properties to meet certain City code requirements and decrease code enforcement actions in accordance with the BBCRA Community Redevelopment Plan ("BBCRA Plan"). The Program is designed 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 within the Boynton Beach Community Redevelopment Area ("BBCRA Area").

Individuals may voluntarily apply for the grant under this Program before any code enforcement actions are taken; additionally, individuals with properties subject to City code enforcement may choose to participate in the Program (each individual applying, an "Applicant"). Active participation in the Program is intended to prevent code enforcement actions and temporarily toll any further proceedings for active code enforcement cases for those items that will be addressed by the Program.

The BBCRA reserves the right to approve or deny any application to the Program and to deny payment of a grant at any time if, in its sole and absolute discretion, it determines that the application or payment will not advance the goals and objectives established in the BBCRA Plan for redevelopment of the BBCRA Area. The BBCRA Plan can be found at:

Initials_____

The BBCRA is a public agency and is governed by the Florida Public Records Laws in Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be produced by the BBCRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Incentive Funding

The Program offers financial assistance in the form of a grant of up to $10,000 for expenses associated with Eligible Improvements to rehabilitate the exterior elements of the single-family detached homes, as specified below. The funds authorized under this Program will be directly paid to vendors for goods and services provided pursuant to the Program.

Eligibility Requirements

Applicants and their properties must meet all of the following requirements in order to be considered eligible to receive grant funding:

- The property must be located within the BBCRA's boundaries.
- The property must be a single-family, detached, residential property.
- The property must have clean title and be free of all liens, judgments, or encumbrances of any kind.
- The property must be free of active code violation cases, unless completion of the Program will remedy the code violation.
- The Applicant must be the owner of the property and reside at the property.
- The Applicant have been granted the homestead exemption for the property.
- The Applicant must not have participated in this Program at any time during the five years preceding the date of application submission.
- The Applicant must remain an owner of the property for two years after funds are remitted pursuant to this Program, and in the event the property is sold within 2 years of grant issuance, the applicant will refund the grant amount to the CRA.

Items eligible for grant funding under this grant Program are listed below (each, an "Eligible Improvement"):

- Exterior painting
- Fence staining
- Fence Repair (excluding chain link)
- Tree/Landscape Trimming
- Plants (excluding sod)
- Paving (walkways, porches)
- Power washing
- Site triangle issues
- Driveway repair and expansion

Initials_____

Ineligible Items

The following items are considered ineligible for assistance under the Program:

- Improvements to non-residential properties
- Deposits for any Eligible Improvement
- Any other items that the BBCRA staff or BBCRA Board determine will not support the redevelopment of the BBCRA Area

Grant Terms and Conditions

The BBCRA may require the Applicant to remit funds paid pursuant to this Program back to the BBCRA in the event that:

(1) Funds remitted pursuant to the Program were not used for Eligible Improvements;
(2) The Applicant or the property fails to meet the eligibility requirements of this Program; or
(3) The Applicant fails to remain an owner of the property for two years after the BBCRA remits funds pursuant to this Program.

This Program is divided into two categories of eligibility: Voluntary Participation and Enforcement Participation. The total funds available under this Program will be distributed equally between Applicants in each of these two categories.

The Voluntary Participation category is available to Applicants seeking to voluntarily apply to the Program without any active code enforcement actions against their property. Through this category, individuals may apply for this Program at any time. The Enforcement Participation category is available to Applicants referred to the Program by a City code enforcement officer. These Applicants may choose to participate in the Program to prevent further code enforcement proceedings by timely submitting an application after referral by a code enforcement officer.

City code enforcement offers will not issue citations for code violations while an Applicant is actively participating in the Program, for those items that are being addressed through the Program. New violations may subject a participant to removal from the Program. Additionally, current City code enforcement actions will be temporarily tolled 1) after referral to the Program by code enforcement officer but before the application is due 2) while a timely submitted, complete application is under review, and 3) while an Applicant is actively participating in the Program consistent with the Program's requirements. Upon

Initials_____

successful completion of the Program, the City will close any remedied code enforcement citations and proceedings.

Pursuant to this Program, the BBCRA has created a "Registered Vendor List." All Eligible Improvements under this Program must be completed by entities listed on the Registered Vendor List ("Registered Vendor"). The BBCRA shall only remint grant funds pursuant to the Program to Registered Vendors.

Any qualified contractor may register to be on the Vendor List. More information can be found at [website].

Once an Applicant's application has been approved by the BBCRA, the successful Applicant shall enter into an agreement with a Registered Vendor from the Registered Vendor List to complete their Eligible Improvement pursuant to this Program. **The BBCRA does not endorse or recommend any entity on the Registered Vendor List. The BBCRA shall not be liable for any actions, omissions, performance, or services of any Registered Vendor, nor for the quality, results, or outcomes of any work performed. Furthermore, the BBCRA shall not be liable for any costs, expenses, or obligations incurred by any individual or entity that exceed the amounts expressly approved under the terms and conditions of this Program. As such, the Applicant hereby expressly releases the BBCRA from, and waives any and all claims, demands, liabilities, or causes of action of any kind, whether known or unknown, arising out of or related to work completed or services rendered by a Registered Vendor pursuant to this Program.**

Applicant agrees that the terms and conditions are conditions of grant approval.

Application Process

Applications can be downloaded from [website link]. All required documentation must be submitted no later than 30 days after referral by a City code enforcement officer. Applications will not be considered until all required documentation is submitted to the BBCRA office. Once complete, BBCRA staff will review the application to evaluate whether the project is eligible for funding. If it meets these requirements, BBCRA staff shall approve the application and a funding amount.

Applicants must submit applications with all materials to the BBCRA for review and approval. Applicants may submit complete applications online at [website link] or mail hard copies of the application with all materials to the BBCRA for review and approval by the BBCRA Board, however online submissions are preferred

Initials_____

Application packets must include the following documentation:

1. Proof of property ownership, such as a deed or title.
2. Proof of Homestead Exemption, such as the most recent TRIM Notice or Homestead Exemption application approval.
3. Cost estimate(s) from a Registered Vendor describing the Eligible Improvement costs for which the Applicant is requesting reimbursement.
4. Photograph(s) of the property and the area(s) requested to be improved.
5. Attachment I - Initialed and signed Residential Improvement Grant Rules & Regulations.

Application to this Program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA and subject to available funding in the BBCRA budget. In addition to the criteria identified in this Program, the BBCRA may consider whether awarding a grant would act in furtherance of the BBCRA Plan. The BBCRA may deny awarding a grant if such a grant would not be in furtherance of the BBCRA Plan.

Approval of Funding Request

All required documentation must be submitted no later than 30 days after referral from a City code enforcement officer. BBCRA staff will review the application to evaluate whether the project is eligible for funding pursuant to the Program. BBCRA staff will approve the application if funding remains for the applications request, the application meets the Program's requirements, and the requested improvement(s) furthers the BBCRA Community Redevelopment Plan.

BBCRA staff will notify the applicant of the BBCRA's approval or denial in writing.

Site Visits

The BBCRA may conduct a site visit prior to approving an application or remitting grant funds pursuant to the Program.

Procedures for Payment

This Program is intended to fund Eligible Improvements through direct payment to Registered Vendors.

Upon the completion of an Eligible Improvement approved under this Program, the Applicant must submit documentation to the BBCRA verifying the work performed and services provided and the costs for such work and services within 30 days after project

Initials_____

completion and applicant's receipt of an invoice from the Registered Vendor. Such documentation may include, but is not limited to, receipts, invoices, canceled checks, lien releases from subcontractors and material suppliers, and any other materials the BBCRA may require. Subject to review and approval, the BBCRA will remit funds approved under this Program as payment for the Eligible Improvement directly to the Registered Vendor. No financial obligation on the part of the BBCRA shall arise unless and until a specific transaction has been completed in accordance with the terms and conditions of this Program. The BBCRA is not responsible for any fund amount in excess of the amount approved by the BBCRA when approving an application.

By submitting documentation for payment, the Applicant warrants that all bills for which the Applicant is directly responsible for related to the project are paid in full including, but not limited to, all contractors, labor, materials, related fees, and permits. This does not include any payment that the CRA will make to a Registered Vendor through the Program.

Applicants may not seek payment under this Program for any improvements or expenses that have been submitted to receive funding under any other grant program administered by the BBCRA, the City, Palm Beach County, or the State of Florida. The Program will only remit grant funds to Applicants for new expenditures that have not been submitted to other grant programs for funding.

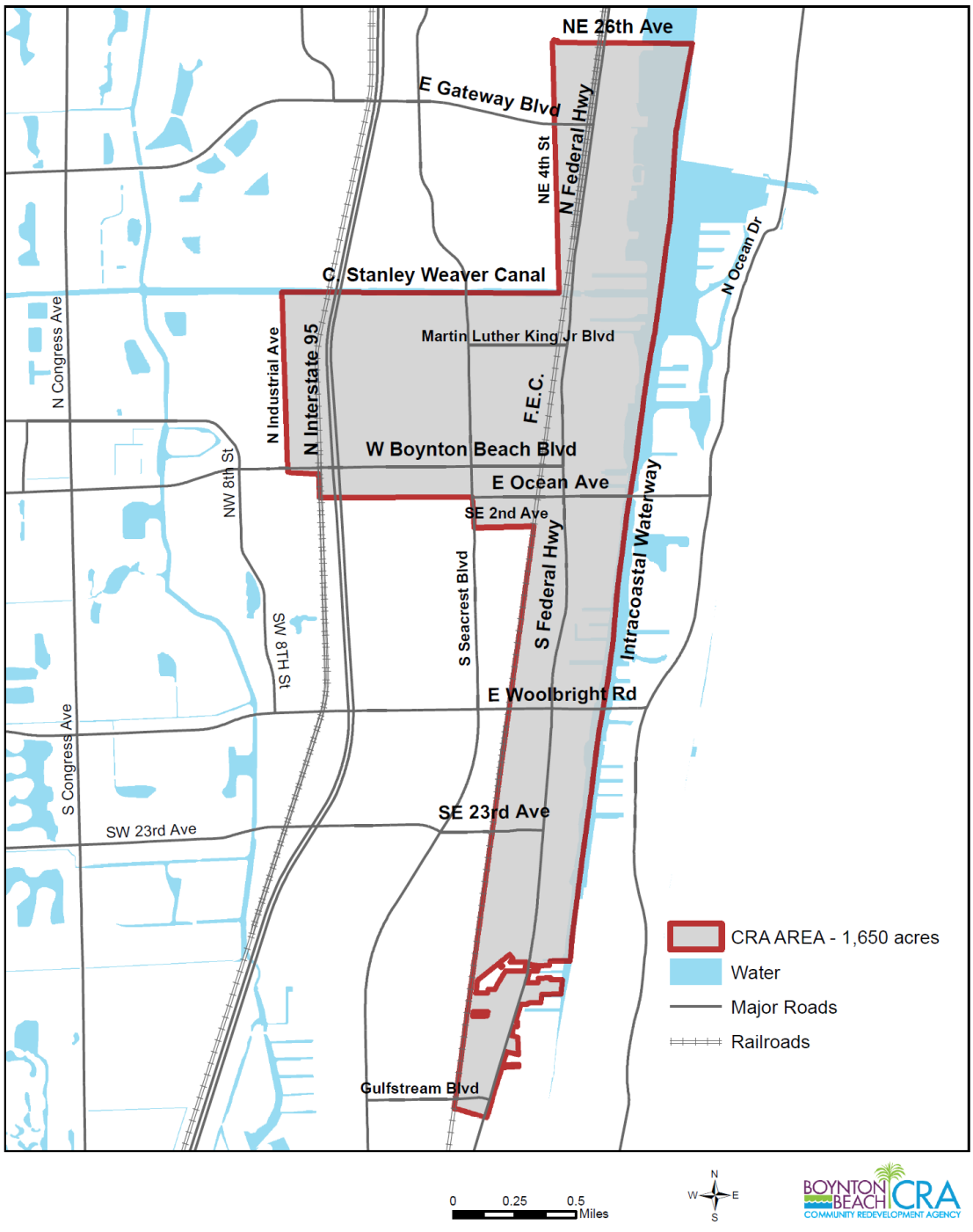
SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the Applicant to READ AND UNDERSTAND all aspects of the Program and Application.

NOTICE TO THIRD PARTIES: The Program does not create any rights for any parties, including parties that performed work on the project. Nor shall issuance of grant funding result in any obligation on the part of the BBCRA to any third party. The BBCRA is not required to verify that entities that have contracted with the Applicant have been paid in full, or that such entities have paid any subcontractors in full. Applicant's warranty that all bills related to the Project for which the Applicant is directly responsible have been paid is sufficient assurance for the BBCRA to award funding.

Initials_____

MAP OF CRA AREA



Initials_____

APPLICANT INFORMATION

PROPERTY OWNER INFORMATION:

Property Owner Name ("Applicant"):

_____

Property Owner's Mailing Address:

_____

_____

Property Owner's Phone Number:

_____

Property Owner's Cell Phone Number:

_____

Property Owner's E-mail:

_____

How many members are in your household? _____

Please list their names, ages, and relationship to Applicant:

Name:_____ Age: _____ Relationship: _____

Name: _____ Age: _____ Relationship: _____

Name: _____ Age: _____ Relationship: _____

Name: _____ Age: _____ Relationship: _____

Name: _____ Age: _____ Relationship: _____

Are you receiving grant assistance under any other governmental agencies:

Yes __ No ___

If yes, list any additional grant sources and amounts:

_____

_____

PROPERTY INFORMATION

Property Address:

_____

_____

Property Control Number: _____

Is the Property Homesteaded? Yes ___ No ___

Does the Applicant reside in the property to be improved? Yes ___ No ___

If yes, how long have you lived in the home? _____

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Residential Property Improvement Grant Pilot Program, and it is true and complete to the best of my knowledge and belief. I further certify that I am aware of the fact that I can be penalized to the maximum extent permitted by law for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Residential Property Improvement Grant Pilot Program Rules and Requirements. I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach

Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer in furtherance of the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein.

I give permission to the BBCRA or its agents to take photos of myself and my property to be used to promote the program. I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

PROPERTY OWNER SIGNATURES:

All owners of the property to be improved must sign this portion of the application.

1. _____
   Principal/Owner's Signature Date

   _____
   Printed Name Title

2. _____
   Principal/Owner's Signature Date

   _____
   Printed Name Title

3. _____
   Principal/Owner's Signature Date

   _____
   Printed Name Title

4. _____
   Principal/Owner's Signature Date

   _____
   Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared_____, who is/are personally known to me or produced_____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 20_____.

_____
NOTARY PUBLIC
My Commission Expires:

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

INFORMATION ONLY

AGENDA ITEM 8.D

SUBJECT:
Annual Reports as required by the Tax Increment Revenue Funding Agreements for CRA Development Projects

SUMMARY:

Annual Performance Reports:

- BB North LLC – The Villages Mixed-Use Project (405 E. Ocean Ave.) – An annual performance report from BB North LLC detailing progress and development activities for The Villages Mixed-Use Project is provided for review in Attachment I.
- Time Equities LLC – Town Square Project (120 SE 1st Ave.) – An annual performance report from Time Equities LLC outlining the status and development activities for the Town Square Project is provided for review in Attachment II.

FISCAL IMPACT:
BB North LLC (The Villages) at 405 E. Ocean Avenue - $9.1 million TIRFA

Time Equities LLC (Town Square South) at 120 SE 1st Avenue - $20 million TIRFA

CRA BOARD OPTIONS:
No action required at this time.

ATTACHMENTS:

Description

- Attachment I - The Villages Annual Report
- Attachment II - Town Square South Parcel Annual Report

COMPLIANCE & PROJECT REPORT

Villages at East Ocean

405 E. Ocean Avenue
Boynton Beach, Florida 33435



COMPLIANCE & PROJECT REPORT

Villages at East Ocean

405 E. Ocean Avenue, Boynton Beach, Florida 33435
Edgewater Capital Investments · BB North, LLC · Boynton Beach CRA

Tax Increment Revenue Funding Agreement (TIRFA)

Villages at East Ocean is a landmark mixed-use development located at 405 East Ocean Avenue in the heart of downtown Boynton Beach, Florida. Developed by BB North, LLC, an affiliate of Edgewater Capital Investments, the project spans approximately 3.37 acres and was made possible through a Tax Increment Revenue Funding Agreement ("TIRFA") executed on January 7, 2025, between BB North, LLC and the Boynton Beach Community Redevelopment Agency ("CRA").

The development features 337 apartment homes, 8,000 square feet of ground-floor retail and restaurant space, 21,890 square feet of public open space including a linear park along the FEC railroad right-of-way, and a 668-space parking garage with 120 spaces permanently dedicated to public use. The project also includes a subsidized neighborhood coffee shop space and a public plaza at the corner of 3rd Street and Ocean Avenue. All residential units are built to green building standards, with Energy Star® certified appliances, high-efficiency SEER 16+ air conditioning, and a cool roof system with SRI 75 or greater.

Under the TIRFA, BB North, LLC commits to a comprehensive set of public benefits and community obligations — from local hiring and job creation to green building standards and public open space. The project is projected to generate approximately $31,000,000 in CRA Tax Increment Revenue through FY 2041, support 1,600 temporary construction jobs, and sustain 175 permanent positions upon completion. This Compliance Report documents the Developer's fulfillment of each obligation established under the Agreement



ECI CONSTRUCTION SERVICES

Villages At East Ocean

IMAGE & CREATIVITY

04-15-26



ECI CONSTRUCTION SERVICES

Villages At East Ocean

IMAGE & CREATIVITY

04-15-26



ECI CONSTRUCTION SERVICES

Villages At East Ocean

IMAGE & CREATIVITY

04-15-26

Annual Performance Report

Section 4 – Annual Performance Report

Per section 4 of the Agreement, developer shall annually provide the CRA with a report for the project indicating the status of Developer's compliance with the requirements of the agreement and evidencing that developer has paid all property taxes for the property for the preceding year

Section 5.2 – Certification

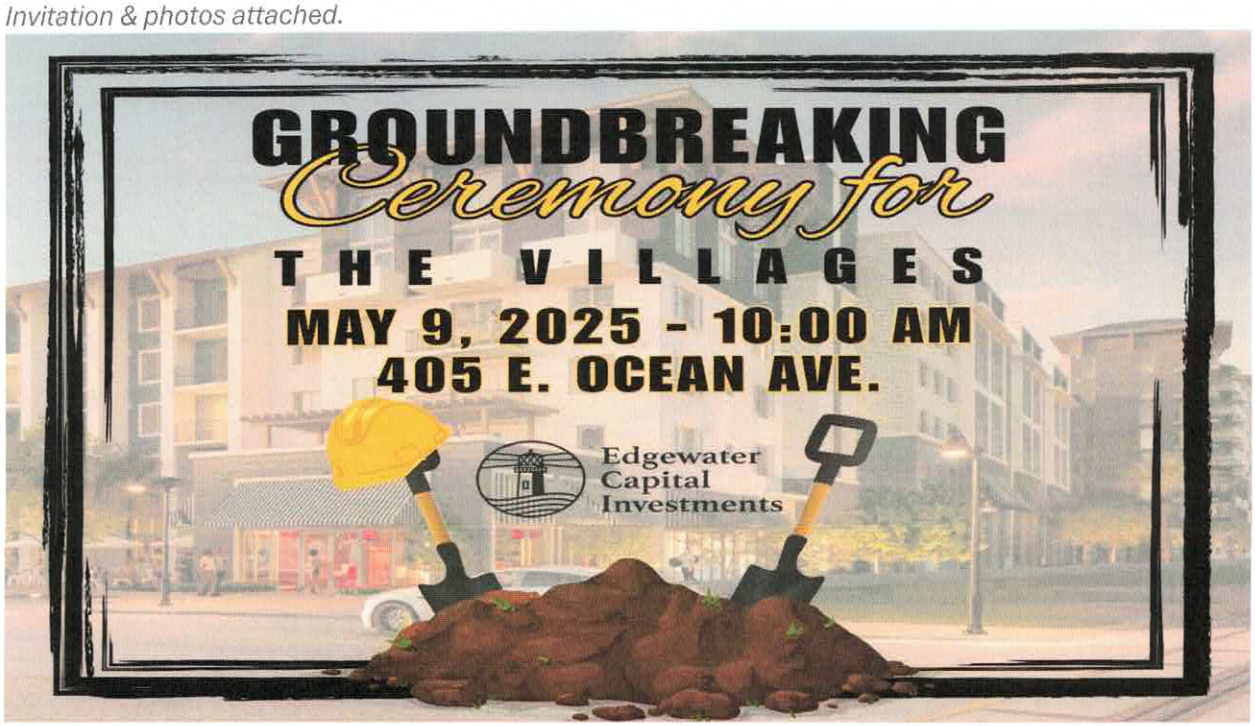
Per Section 5.2 Developer shall certify in its Performance Report that it has

- Hired a job placement consultant
- Held a Job Fair in the CRA area
- Monitored compliance of subcontractors
- Met its obligations under Sections 3.1, 3.2, 3.3 and 3.4

3.1.1(a) Groundbreaking & Ribbon-Cutting Ceremonies

On May 9, 2025, a groundbreaking ceremony was held at 405 E. Ocean Avenue, Boynton Beach. The development team and city leaders gathered to mark the beginning of a transformative development in downtown Boynton Beach.

Invitation & photos attached.




BOYNTON BEACH
CRA
REDEVELOPMENT
WORKS


Edgewater
Capital
Investments


CAT
DEERE


CAT


CAT
DEERE

3.1.1 Construction of the Project — Sections (b), (c), (d), (e) & (f)

(b) Residential Units — The project is being constructed with **337 residential units**

(c) Ground Floor Retail & Restaurant Space — The project includes **8,000 square feet** of ground floor restaurant and retail space, meeting the contractual minimum.

(d) Open Space & Linear Park — The project provides **21,890 square feet** of public open space, including the linear park along the FEC railroad right-of-way with walking paths and enhanced landscaping.

(e) Parking Improvements — A **668-space parking garage** has been constructed, including **120 spaces** permanently designated for public use in perpetuity. Supporting documentation attached.

(f) EV Charging Station Conduit — Developer is installing provisions and conduit pipe to accommodate a minimum of 15 electric vehicle charging stations of charging level Type 2 or higher, in the parking garage.

Job Placement Consultant · Section 3.1.2(a)

Hire a job placement consultant during the construction period of this Agreement.

CareerSource Palm Beach County has been engaged as Job Placement Consultant throughout the construction period of the Villages at East Ocean project. who co-organized the Job Fair held on June 25, 2025



Job Fair & Local Hiring Initiative · Section 3.1.2(b)

In partnership with CareerSource Palm Beach County and the City of Boynton Beach Economic Development, BB North, LLC hosted a Job Fair on June 25, 2025, at the Intracoastal Park Clubhouse. The event drew over 30 candidates eager to join the construction team behind the Villages at East Ocean. Four contractors participated alongside the development team, reviewing applications and meeting prospective hires face to face.

Event Details

- Date & Time: June 25, 2025 · 11AM – 2PM
- Location: Intracoastal Park Clubhouse, 2240 N. Federal Hwy, Boynton Beach FL 33435
- Organizer: City of Boynton Beach Economic Development
- Partner: CareerSource Palm Beach County

Participating Contractors

- ECI General Contractors Inc.
- Phorcys Builders
- Becai Electric
- Ridgeway Plumbing

Over 30 candidates registered; names, phone numbers, emails, and positions are on file (sign-up sheets attached).

Employers like The School District of Palm Beach County and Florida Blue will be in attendance.

CITY OF BOYNTON BEACH MULTI-INDUSTRY JOB FAIR

Details

DATE/TIME
June 25th | 11AM - 2PM

LOCATION:
2240 N Federal Highway
Boynton Beach, FL 33435

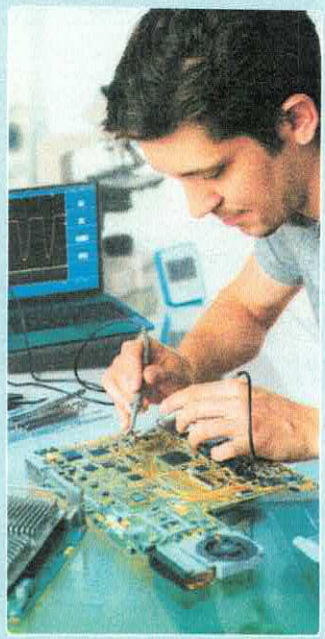
Particpating Industries

Hospitality, Insurance, Municipality, Education, Security, Home Health, Non Profit, Manufacturing, Healthcare

Available Positions

CNA, HHA, Program Director, SEL Coordinator, Retail Sales & Service Consultant, Speech Language Pathologist, Maintenance Technician, Teacher, Substitute Teacher, Bus Drivers, Fast Food Counter Server, Security Guard, Installer, Medical Assistant, Medical Front Desk, Fire Fighter, Administrative Coordinator, Police Officer, Golf Cart Attendant, Sign and Marking Technician, Inspector/Plans Examiner, Grants Analyst, Division Director, Fleet Service Technician









CITY OF BOYNTON BEACH ECONOMIC DEVELOPMENT

CareerSource PALM BEACH COUNTY

TO REGISTER
SCAN QR CODE
OR CLICK HERE

SCAN ME

Villages at East Ocean -ECI General Contractors SIGN-UP SHEET

Name	Phone	Email	Position
KEVIN HUCHER	203 856-2201	Hugha kevin779@yahoo.com ✓	
Yolda Elan	561-713-4881	Yoldaelan99@gmail.com ✓	
Mike Onescar	(561) 423-4238	monescar@gmail.com ✓	
Silvana Bottega	(561)374-2698	cbottegam@gmail.com ✓	
Thaïna Velsaint	561-370-5274	thaïna ✓	
Jessica Sauer	(561)315-8400	jessicasauer7@gmail.com ✓	
Dasani Williams	561)225-7[illegible]1	Saniwilliams01@gmail.com ✓	
Sara Bartels	(561)846-9889	kaorubarne@gmail.com ✓	
Ryan Gutman	609 605 8226	RyGut816@gmail.com ✓	
Karla White	561-701-8967	~~michellehayden~~ michellehayden94@gmail.com ✓	
Susan Mills Richmond	845-641-1441	smillsrich@aol.com (N.Y.)	Office Exp. ✓
CARMEM L PESSOA West Palm Beach	732-900-1499	CARMEM.PESSOA@HOTMAIL.COM	ASSISTANT BUSINESS MANAGER ✓
Jovan Williams	561-703-2683	jovanwilliams9208@comcast.net	Managment ✓
Lynda Stothers	914-924-1970	Lynda Stothers@gmail.com	open. ✓
Roger Estrada	941-879 1292	rogerdesT77@gmail.com	Open ✓
Niorka Oneil	561 475 75 02	oneilniorka@gmail.com	Open. ✓
Rodney Chappell	561-317-3939	frc3939@gmail.com	open ✓
Graciela Ruvalcaba	469 839 9880	gracielaruvalcaba1@yahoo.com	entry level/available to train ✓
Ashley-Nicole Hernandez	561 414 3199	ashh86484@gmail.com	entry/training ✓
Tina Johnson-Boone	561 945-9777	tinajboone@hotmail.com	Administrative Asst ✓
Javaris Allen	561-413-7135	JAEJAE1988@gmail.com	Inside Only ✓
KAMEL CHOUDDER	561 726 0561	CHOUDERKAMEL@Gmail.com	Over 10 years Exp ✓

Villages at East Ocean -ECI General Contractors SIGN-UP SHEET

Name	Phone	Email	Position
Wislande Wilson	919-288-8632	Wislande wilson@gmail.com	✓
Stefan Freeman	561-251-3275	stefanfreeman@yahoo.com	worker ✓
Kenneth Portier	(561) 856-4250	kenportier@gmail.com	OPEN ✓
Lynde Stothers	914-924-1970	Lynde Stothers@gmail.com	open ✓
MARIE ANDREE ALISME	615-753 2110	marieandreealisme30@gmail.com	✓
Collin Foster	561-324-0848	collinFoster021@gmail.com	open ✓
Luis Vizcaino	561-654-5744	luisvizcaino2@gmail.com	open
Agustin Guerrero	561-715-9141.	auggy63@gmail.com	Open

Villages at East Ocean -ECI General Contractors SIGN-UP SHEET

Name	Phone	Email	Position
Melba Rocio Albornoz	5619036082	rocioalbornozreyes@gmail.com	Adm. Assist. 10 yrs
Sancherlie Gilles	561-215-1429	SancherlieLove@gmail.com	
Ellisa. Denmark	561-254-9816	Elliso01.XO@gmail.com	

Good Faith Efforts · Section 3.1.2(c)

Hiring Boynton Beach Residents

Every subcontract executed for the Villages at East Ocean project includes Section 10.19, which requires each subcontractor to use Good Faith Efforts to hire and train Boynton Beach residents for construction roles. BB North, LLC and ECI General Contractors have made a deliberate commitment to engage locally owned businesses and prioritize Boynton Beach residents.

Local Employment ·

One of our subcontractors, USI Professional Insulation, is employing the following residents who are working on the project on various capacities.

- Jennifer Slaughter — Office Support Staff — 5709 Boynton Bay Circle
- Matthew Howard — Division Manage — 21 Mayfair Lane
- Christopher Reisert — Production Manager (Glass, Mirror & Shelving) — 8651 Tourmaline Blvd
- Avery McCloud — Staff
- Dieunouseul Civil — Spray Foam Insulation Installer — 119 NE 13th Avenue
- Markenson Savasseur — Insulation Installer — 816 NW 8th Ave

Good Faith Efforts · Section 3.1.2(c)

Local Contractors · Licensed & Locally Owned

Central Florida Specialties Inc.

Central Florida Specialties Inc. is a licensed and locally owned contractor based in Boynton Beach, Florida, actively engaged in the construction of Villages at East Ocean

A copy of the active business license confirming their Boynton Beach, FL address is attached to this compliance report and available on file.

Ridgeway Plumbing

is a licensed and locally owned plumbing contractor based in Boynton Beach, Florida. The company is actively working on the Villages at East Ocean project and is also employing two Boynton Beach residents who are workers on the projects.

- Carl Joseph — Lives in Boynton Beach
- Dallo Bosquet — Lives in Boynton Beach

A copy of the active business license confirming their Boynton Beach, FL address is attached to this compliance report and available on file.

Good Faith Efforts · Section 3.1.2(d)

Include in all contracts with Contractor's requirements that the Contractors use Good Faith Efforts to hire and train City residents to participate in the construction of the Project; Attached is a copy of the contract page.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
510 ANCHOR PT
DELRAY BEACH, FL 33444

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
MISC MERCHANDISE SALES	JOHNSON MARY ANN		U25.461601 07/15/2025	$33.00	B40121021

This document is valid only when receipted by the Tax Collector's Office.

CENTRAL FLORIDA SPECIALTIES INC
CENTRAL FLORIDA SPECIALTIES INC
PO BOX 4371
BOYNTON BEACH FL 33424-4371

7 - 16
4076

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECE
LBTR Number: 200916583
EXPIRES: 09/30/2026

This receipt MUST be conspicuously displayed at the pl
business and in such a manner as to be open to the vie
public

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353_
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
640 E INDUSTRIAL AVE
BOYNTON BEACH FL 33426

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
PLUMBING CONTRACTOR	KOZAN GREGORY J	CFC057754	B25.636020 7/21/2025	27.50	B40151316

This document is valid only when receipted by the Tax Collector's Office.

RIDGEWAY PLUMBING INC
RIDGEWAY PLUMBING INC
640 INDUSTRIAL AVE
BOYNTON BEACH, FL 33426-3647

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018111468
EXPIRES: 9/30/2026

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KOZAN, GREGORY J

RIDGEWAY PLUMBING INC
640 EAST INDUSTRIAL AVE
BOYNTON BEACH FL 33426

LICENSE NUMBER: CFC057754

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

10.11 Subcontractor shall defend, pay, discharge, satisfy, indemnify and hold harmless Owner, Contractor, Lender, and all of their respective officers, directors, shareholders, members, managers, partners, general partners, agents, representatives, affiliates, and employees of the entities that comprise Owner and Contractor, as appropriate (collectively, the "Indemnitees" and each an "Indemnitee"), from and against any and all liabilities, losses, obligations, debts, claims, demands, liens, cause or causes of action, suits, damages, costs or expenses, including reasonable attorneys' fees and costs (collectively, the "Loss"), to the proportionate extent caused by any of the following:

10.11.1. any act, omission, negligence, misfeasance, malfeasance, nonfeasance, breach of warranty or breach of the Subcontract by Subcontractor, its agent(s), servant(s), employee(s), invitee(s), licensee(s), permitee(s), independent contractor(s) or sub-subcontractor(s) in the performance of the work;

10.11.2. the failure by Subcontractor to make any payment to a sub-subcontractor, material supplier or laborer as and when due; and,

10.11.3. accidents or injuries (including, but not limited to, death) to persons or property occasioned by the negligent, willful, wanton, intentional, or reckless act or acts of Subcontractor, its employees, agents, representatives, sub-subcontractors, materialmen, of any tier, or their respective employees, whether or not insured and whether or not singularly or jointly caused by any third party, except and excluding an Indemnitee; and

10.11.4. statutory violations or punitive damages caused by or resulting from the acts or omissions of Subcontractor and its sub-subcontractors, materialmen or agents of any tier or their respective employees.

10.12 Should any Loss set forth in Article 10.11, including its subparts, be based in part, but not in whole, upon the Indemnitees' acts or omissions, then Subcontractor's obligations under Article 10.11, including its subparts, shall be limited to that portion of the Loss that is not based upon the Indemnitees' acts or omissions.

10.13 Subcontractor hereby acknowledges the receipt of $10.00, and other good and valuable considerations, as part of the Subcontract Sum from Contractor and Owner, which has been paid to Subcontractor as a specific consideration for the indemnification provided herein.

10.14 Subcontractor shall be responsible to Contractor for the acts and omissions of all of Subcontractor's employees and all sub-subcontractors, their agents and employees, and all other persons performing any of the Work under the Subcontract for Subcontractor.

10.15 In the event any Work fails to conform to the requirements of the Contract Documents, same shall be corrected by Subcontractor at no additional cost to Contractor or Owner. Furthermore, in the event any defects due to faulty materials or workmanship appear within the warranty period after the completion of the Work, Subcontractor shall expeditiously, and at its own expense, correct all such defects. This provision shall apply to all Work performed by Subcontractor, its sub-subcontractor(s), and their respective employees and/or agents.

10.16 If Subcontractor fails to take appropriate action to remedy any defect or commence any corrective work within 24 hours after notice, Contractor may proceed to take appropriate action to remedy the defect or commence corrective work on behalf of Subcontractor, in which case Contractor may back charge Subcontractor for all costs incurred, including attorney's fees.

10.17 If hazardous substances of a type which an employer is required by law to notify its employees are being used on the site by Subcontractor , Subcontractor's sub-subcontractors, or anyone directly employed by them, Subcontractor shall, prior to harmful exposure of any employees on the site to substances, give written notice of the chemical composition thereof to Contractor in sufficient detail and time to permit compliance with such laws by Contractor, other subcontractors, and other employers on the site.

10.18 In the event Subcontractor encounters material reasonably believed to be hazardous wastes at the Project site which have not been rendered harmless, Subcontractor shall immediately report the condition to Contractor in writing. Subcontractor shall indemnify, hold harmless and defend Contractor and Owner and all of their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from Subcontractor's use of hazardous waste or materials at the Project.

10.19 Subcontractor shall use good faith efforts to hire and train Boynton Beach residents to participate in the Construction of the project.

Contractor _____ Subcontractor _____

Community Education Outreach · Section 3.1.2(g)

The project team has reached out to local Boynton Beach schools to connect students with construction career opportunities and inspire the next generation of construction professionals.

Schools Contacted

- Boynton Beach Community High School — 4975 Park Ridge Blvd, Boynton Beach, FL 33426 · Contacted, pending response.
- South Tech Academy High School ✓ CONFIRMED — 6161 W Woolbright Rd, Boynton Beach, FL 33437 · Contact: Meghan Hess Shamdasani. Presentation on construction careers & community impact scheduled.
- South Tech Preparatory Academy ✓ CONFIRMED — 1325 Gateway Blvd #8304, Boynton Beach, FL 33426 · Contact: Pamela Galarza. Presentation on construction careers & community impact scheduled.

Contract Requirement (Section 3.1.2(g)): Notify Boynton Beach Community High School and South Tech Academy regarding construction training opportunities. This requirement has been fulfilled, with 2 out of 3 schools confirming participation.

Outlook

Opportunity for Students: Local Development & Construction Project Presentation

From Emelis Sanchez <esanchez@edgewaterci.com>

Date Thu 3/5/2026 2:38 PM

To julie.delapenha@palmbeachschools.org <julie.delapenha@palmbeachschools.org>;
fedrina.combs@palmbeachschools.org <fedrina.combs@palmbeachschools.org>;
Joshua.Wigelsworth@pbcharterschools.org <Joshua.Wigelsworth@pbcharterschools.org>;
pamela.galarza@pbcharterschools.org <pamela.galarza@pbcharterschools.org>;
Carla.Lovett@pbcharterschools.org <Carla.Lovett@pbcharterschools.org>;
tony.robinson@southtechschools.org <tony.robinson@southtechschools.org>;
moody.fuller@palmbeachschools.org <moody.fuller@palmbeachschools.org>

Cc Manny Mato <mmato@edgewaterci.com>; Nicklien, Bonnie <nicklienb@bbfl.us>

Good afternoon,

My name is Emelis Sanchez, and I am reaching out on behalf of our development team currently working on a new residential project in the City of Boynton Beach.

We are in the process of constructing a 337-unit apartment building called **Villages at East Ocean,** located at 405 East Ocean Avenue. As part of our agreement with the City of Boynton Beach and the CRA, we have been encouraged to connect with local schools in the community.

The purpose of this outreach is to give students the opportunity to learn more about how large development and construction projects are planned and built. We believe it could be valuable for students to understand the different professions involved in projects like this, the impact these developments have on the community, and the types of education and training that are needed to participate in these fields.

If there is interest, our team would be happy to coordinate a short presentation or informational session to discuss topics such as:

- The development process of a large residential project
- Careers in construction, architecture, engineering, and real estate development
- The role these projects play in the growth and improvement of cities

Our goal is simply to provide students with exposure to real-world projects happening in their own community and help them learn about potential career paths.

Please let me know who would be the best person at the school to speak with regarding this opportunity.

Thank you very much for your time, and we look forward to the possibility of collaborating with your school.

Best regards,

Emelis Sanchez



Edgewater
Capital
Investments

786-485-5220
6000 SW 74 ST
4th Floor
South Miami, FL 33143
esanchez@edgewaterci.com I www.edgewaterci.com

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Outlook

SouthTech Academy

From Meghan Hess-Shamdasani <meghan.hessshamdasani@pbcharterschools.org>
Date Fri 3/6/2026 2:19 PM
To Emelis Sanchez <esanchez@edgewaterci.com>

Good afternoon Emelis,

My name is Meghan Hess Shamdasani. I am the Career and Technical Education Coordinator at SouthTech Academy. I would be happy to schedule a presentation or informational session for you with our students.

We have students in the Business Academy and in a real-estate club that would be interested in the talk. We also have students in an AutoTech program that are interested in working in construction and heavy rig repair.

Please let me know what information you need and I will be happy to arrange a visit.

Thank you

--

Meghan Hess Shamdasani
Career and Technical Education Coordinator
Room 2-112
SouthTech Academy High School
6161 W Woolbright Road, Boynton Beach, FL. 33437
Phone : (561) 369-7052
Want to book a tour?
www.southtechschools.org
SouthTech Academy is proud to be an **A-rated** high school

Shaping Lives, Inspiring Success!

Outlook

Re: Opportunity for Students: Local Development & Construction Project Presentation

From Pamela Galarza <pamela.galarza@pbcharterschools.org>
Date Mon 3/9/2026 1:49 PM
To Emelis Sanchez <esanchez@edgewaterci.com>

Thank you for reaching out. We are definitely interested in the informational sessions. I hope we can collaborate soon.

Pamela Galarza
Principal
(561) 318-8087
1325 Gateway Blvd. Boynton Beach, FL. 33426
https://www.southtechschools.org/

SouthTech Preparatory is proud to be an "A" rated Middle School

On Thu, Mar 5, 2026 at 2:38 PM Emelis Sanchez <esanchez@edgewaterci.com> wrote:

> Good afternoon,
>
> My name is Emelis Sanchez, and I am reaching out on behalf of our development team currently working on a new residential project in the City of Boynton Beach.
>
> We are in the process of constructing a 337-unit apartment building called **Villages at East Ocean,** located at 405 East Ocean Avenue. As part of our agreement with the City of Boynton Beach and the CRA, we have been encouraged to connect with local schools in the community.
>
> The purpose of this outreach is to give students the opportunity to learn more about how large development and construction projects are planned and built. We believe it could be valuable for students to understand the different professions involved in projects like this, the impact these developments have on the community, and the types of education and training that are needed to participate in these fields.

If there is interest, our team would be happy to coordinate a short presentation or informational session to discuss topics such as:

- The development process of a large residential project
- Careers in construction, architecture, engineering, and real estate development
- The role these projects play in the growth and improvement of cities

Our goal is simply to provide students with exposure to real-world projects happening in their own community and help them learn about potential career paths.

Please let me know who would be the best person at the school to speak with regarding this opportunity.

Thank you very much for your time, and we look forward to the possibility of collaborating with your school.

Best regards,

Emelis Sanchez

Edgewater
Capital
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786-485-5220
6000 SW 74 ST
4th Floor
South Miami, FL 33143
esanchez@edgewaterci.com I www.edgewaterci.com

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Disclaimer: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

3.4. Residential Construction.

Construction of the residential units for the Project shall be in compliance with the following green building standards:

a. Developer shall provide all air conditioners, all of which shall be Energy Star qualified with a minimum of SEER 16. **Construction in Progress**

b. Developer shall provide roofing materials with an SRI 75 for all Project's low-sloped roofs to achieve a minimum of 75% of the roof above the parking and the residential parts. **Construction in Progress**

c. Developer shall provide 100% Energy Star appliances within the Project. **Construction in Progress**

VERSIWELD® TPO REINFORCED MEMBRANE



Overview

Versico's VersiWeld TPO reinforced membrane is a premium, heat-weldable, single-ply thermoplastic polyolefin (TPO) sheet designed for new roof construction and re-roofing applications. VersiWeld High Slope (HS) membrane is formulated with additional flame retardant for higher-slope fire code approvals. VersiWeld Plus is 80-mils thick for significantly higher strength and weatherability.

VersiWeld TPO membranes use advanced polymerization technology that combines the flexibility of ethylene-propylene (EP) rubber with the heat weldability of polypropylene. All VersiWeld TPO membranes include OctaGuard XT™, an industry-leading, state-of-the-art weathering package. OctaGuard XT technology enables VersiWeld TPO to withstand the extreme weatherability testing intended to simulate exposure to severe climates.

Physical properties of the membrane are enhanced by a strong polyester fabric that is encapsulated between the TPO-based top and bottom plies. The combination of the fabric and TPO plies provides high breaking and tearing strength, as well as excellent puncture resistance. The relatively smooth surface of the membrane produces a total surface fusion weld that results in consistent, watertight, monolithic roof assembly. The membrane is environmentally friendly and safe to install.

VersiWeld TPO Standard and HS membranes are available in highly reflective white, tan and gray, in both 45-mil and 60-mil. 80-mil VersiWeld Plus is also offered in white, gray and tan colors. Special colors are also available (see Versico TPO Color Palette brochure). Versico's TPO is offered in 4- and 6-ft perimeter sheets and 8-, 10- and 12-ft field sheets. VersiWeld special color TPO membranes are available in limited sizes.

Versico's tan and white TPO membranes are ENERGY STAR®*-qualified and California Title 24 compliant and can contribute toward LEED® (Leadership in Energy and Environmental Design) credits.

Labor Saving Features and Benefits: Optional APEEL™ Protective Film



- Versico's VersiWeld TPO reinforced membrane is available with APEEL Protective Film, saving time and labor by eliminating the need for roof cleaning upon project completion. Versico's innovative APEEL Protective Film can be left in place for up to 90 days without affecting the integrity of the film, guarding the TPO membrane's surface from scuffs and dirt accumulation during installation. Durable and easy to remove, APEEL Protective Film improves aesthetics and long-term reflectivity and is ideal for re-roofing, re-cover, and new construction projects.

Features and Benefits

- Outstanding puncture resistance
- Excellent fire resistant assemblies
- Environmentally friendly and stable formulation
- Excellent resistance to impact and low temperature
- Excellent chemical resistance to acids, bases and restaurant exhaust emissions
- UL 2218 Class 4 hail rating
- Exceptional resistance to heat, solar UV, ozone and oxidation
- Manufactured using a hot-melt extrusion process for complete scrim encapsulation
- 100% recyclable (refer to Versico's Recyclability Statement)
- Enhanced with the OctaGuard XT weathering package

VERSICO
ROOFING SYSTEMS

A SINGLE SOURCE FOR SINGLE-PLY ROOFING

Versico, PO Box 1289, Carlisle, PA 17013
Tel: **800.992.7663** Fax: 717.960.4036 Web: **www.versico.com**

- APEEL Protective Film guards the TPO membrane's surface from scuffs and dirt accumulation during installation, improving the roof system's appearance and long-term performance
- APEEL Protective Film can be left in place for up to 90 days without degrading due to its excellent heat- and UV-resistance

OCTAGUARD XT WEATHERING PACKAGE

APEEL PROTECTIVE FILM

Installation

1. VersiWeld TPO roofing systems are quick to install, as minimal labor and few components are required. TPO systems are installed using an automatic heat welder, making sheet welding fast, clean, consistent, and easy to learn, while reducing strain on the roofing technician.
2. APEEL Protective Film should be removed from within areas that are to be heat-welded together. In areas that do not require heat-welding, the APEEL Protective Film can be left in place for up to 90 days. When the installation of the entire TPO roofing system is complete, remove and discard the APEEL Protective Film.
3. **The Versico Mechanically Attached Roof System** installation starts by fastening the insulation with a minimum of 4 fasteners per 4' by 8' board. The membrane is mechanically fastened to the deck using HPVX Fasteners and HPVX Plates or HPV-XL Fasteners and HPV-XL Plates. Adjoining sheets of membrane are overlapped over the fasteners and plates and joined together with a minimum 1½"-wide (4cm) hot-air weld.
4. **The Versico Fully Ahered Roofing System** installation begins by fastening the insulation at the required density necessary to meet the appropriate warranty or wind load requirement. The substrate and membrane are coated with an appropriate VersiWeld TPO bonding adhesive and the membrane is rolled into place.

REVIEW CURRENT VERSICO SPECIFICATIONS AND DETAILS FOR SPECIFIC INSTALLATION REQUIREMENTS.

TYPICAL PROPERTIES AND CHARACTERISTICS

Physical Property	ASTM D6878 Requirement	45-mil	60-mil	80-mil
Tolerance on nominal thickness, % ASTM D751 test method	+15, -10	± 10	± 10	± 10
Thickness over scrim, in. (mm) ASTM D7635 optical method, average of 3 areas	0.015 min (0.380)	0.018 typ (0.457)	0.024 typ (0.610)	0.034 typ (0.864)
Breaking strength, lbf (kN) ASTM D751 grab method	220 (976 N) min	225 (1.0) min 320 (1.4) typ	250 (1.1) min 360 (1.6) typ	350 (1.6) min 425 (1.9) typ
Elongation break of reinforcement, % ASTM D751 grab method	15 min	15 min 25 typ	15 min 25 typ	15 min 25 typ
Tearing strength, lbf (N) ASTM D751 proc. B 8 in. x 8 in.	55 (245) min	55 (245) min 130 (578) typ	55 (245) min 130 (578) typ	55 (245) min 130 (578) typ
Brittleness point, °F (°C) ASTM D2137	-40 (-40) max	-40 (-40) max -50 (-46) typ	-40 (-40) max -50 (-46) typ	-40 (-40) max -50 (-46) typ
Linear dimensional change, % ASTM D1204, 6 hours at 158°F	± 1 max	± 1 max -0.2 typ	± 1 max -0.2 typ	± 1 max -0.2 typ
Ozone Resistance, no cracks 7X ASTM D1149, 100 pphm, 168 hrs	PASS	PASS	PASS	PASS
Water absorption resistance, mass % ASTM D471 top surface only 166 hours at 158°F water	± 3.0 max	± 3.0 max 0.9 typ	± 3.0 max 0.9 typ	± 3.0 max 0.9 typ
Factory seam strength, lbf (N) ASTM D751 grab method	66 (290) min	66 (290) min	66 (290) min	66 (290) min
Field seam strength, lbf/in (kN/m) ASTM D1876 tested in peel	No requirement	25 (4.4) min 50 (8.8) typ	25 (4.4) min 60 (10.5) typ	40 (7.0) min 70 (12.3) typ
Water vapor permeance, Perms ASTM E96 proc. B	No requirement	0.10 max 0.05 typ	0.10 max 0.05 typ	0.10 max 0.05 typ
Puncture resistance, lbf (kN) FTM 101C, method 2031 (see supplemental section)	No requirement	250 (1.1) min 325 (1.4) typ	300 (1.3) min 350 (1.6) typ	400 (1.8) min 450 (2.0) typ
Properties after heat aging ASTM D573, 32 weeks @ 240°F or 8 weeks @ 275°F No cracking when bent around 3" diameter mandrel Weight change, %	 PASS No cracking ± 1.5 max	 PASS No cracking 1.0 max	 PASS No cracking 1.0 max	 PASS No cracking 1.0 max
Typical Weights		0.23 (1.1)	0.29 (1.4)	0.40 (2.0)

Typical properties and characteristics are based on samples tested and are not guaranteed for all samples of this product. This data and information is intended as a guide and does not reflect the specification range for any particular property of this product.

Precautions

1. Sunglasses that filter out ultraviolet light are strongly recommended as tan and white surfaces are highly reflective. Roofing technicians should dress appropriately and wear sunscreen.
2. Surfaces may become slippery due to frost and ice buildup. Exercise caution during cold conditions to prevent falls.
3. Care must be exercised when working close to a roof edge when surrounding area is snow-covered as the roof edge may not be clearly visible.
4. Use proper stacking procedures to ensure sufficient stability of the rolls.
5. Exercise caution when walking on wet membrane. Membranes may be slippery when wet.
6. Store membrane in the original undisturbed plastic wrap in a cool, shaded area and cover the light-colored, breathable, waterproof tarpaulins. Membrane that has been exposed to the weather must be prepared with Weathered Membrane Cleaner prior to hot-air welding.
7. Take care not to stand or place heavy objects on the edge of folded-over membrane, as this could cause a hard crease in the membrane.
8. Maximum sustained temperature not to exceed 160°F (71°C) for TPO membrane.
9. Do not use razor blades or other sharp tools to cut the APEEL Protective Film while it is still adhered to the TPO membrane as damage to the underlying membrane may occur. Pull the protective film away from the membrane prior to cutting.
10. Remove APEEL Protective Film by pulling toward the center of the roof. Do not remove the film by pulling toward the roof edge.
11. A static electric charge may develop when removing APEEL Protective Film from the surface of the membrane sheet. To avoid the possibility of ignition, lids must be closed on any flammable products and a fire extinguisher should be readily available.
12. Color membranes will 'fade' over time mainly due to the ultraviolet portion of sunlight. Since most roof surfaces are exposed to variable sunlight, some areas will be more susceptible to color changes caused by UV fading. Warranties for color membranes do not cover fading of colors.

Extreme Testing for Severe Climates

ASTM Standard D6878 is the material specification for Thermoplastic Polyolefin-Based Sheet Roofing. It covers material property requirements for TPO roof sheeting and includes initial and aged properties after heat and xenon-arc exposure. As stated in the scope of the standard, "the tests and property limits used to characterize the sheet are values intended to ensure minimum quality for the intended purpose." Versico's goal is to produce TPO that delivers maximum performance for the intended purpose of roofing membranes. Maximum performance requires the membrane to far exceed the requirements of ASTM D6878. **Heat Aging** accelerates the oxidation rate that roughly doubles for each 18°F (10°C) increase in roof membrane temperature. Oxidation (reaction with oxygen) is one of the primary chemical degradation mechanisms of roofing materials.

VERSICO EXTREME TESTING – HEAT AGING

		ASTM Requirement	VersiWeld Requirement
ASTM TEST	240°F	32 weeks*	>128 weeks

* Heat exposure comparable to 3,120 weeks (60 years) at 185°F for 8 hours/day.

- Test specimen is 2" by 6" piece of 45-mil membrane unbacked, placed in a circulating hot-air oven.
- Criterion - no visible cracks after bending aged test specimen around 3"-diameter mandrel.

Q-Trac testing combines accelerated weathering with real world conditions using an array of ten mirrors to reflect and concentrate full spectrum sunlight onto membrane test specimens. The Q-Trac device automatically tracks the sun's path from morning to night. Also, it adjusts to compensate for seasonal changes in the sun's altitude. Eight years in Q-Trac testing is equal to 40 years of real-world exposure. Versico requires its VersiWeld TPO membranes to pass the equivalent of 40 years of exposure in the Q-Trac.

VERSICO EXTREME TESTING – Q-TRAC

ASTM TEST	ASTM D6878 REQUIREMENT	VersiWeld Requirements
N/A	N/A	Equivalent of 40 years of exposure

Environmental Cycling subjects the membrane to repeated cycles of heat aging, hot-water immersion and xenon-arc exposure.

- ASTM requirement - none
- Versico EXTREME test*:
  - 10 days heat aging at 240°F (116°C) followed by
  - 5 days water immersion at 158°F (70°C) followed by
  - 5,040 kJ/m² (2000 hrs at 0.70 W/m² irradiance) xenon-arc exposure

*Test specimen is 2.75" by 5.5" piece of membrane with edges sealed.

*Criterion - after 3 complete cycles, test specimens shall remain flexible and not have any cracking under 10x magnification while wrapped around a 3"-diameter mandrel.

Supplemental Approvals, Statements and Characteristics:

1. VersiWeld TPO meets or exceeds the requirements of ASTM D6878 Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing.
2. Radiative properties for ENERGY STAR, Cool Roof Rating Council (CRRC) and LEED.
3. VersiWeld TPO membranes conform to requirements of the US E.P.A. Toxic Leachate Test (40 CFR part 136) performed by an independent analytical laboratory.
4. VersiWeld TPO was tested for dynamic puncture resistance per ASTM D5635-04 using the most recently modified impact head. 45-mil was watertight after an impact energy of 12.5 J (9.2 ft-lbf) and 60-mil was watertight after 22.5 J (16.6 ft-lbf). The 80-mil was watertight after an impact energy of 30.0 J (22.1 ft-lbf).
5. NSF-P151 Certification for rainwater catchment system components.

   - Plant 91/White Only

LEED INFORMATION	
Pre-consumer Recycled Content	10%
Post-consumer Recycled Content	0%
Manufacturing Location	Senatobia, MS Tooele, UT Carlisle, PA
Solar Reflective Index (SRI)	White: 99 Tan: 86

RADIATIVE PROPERTIES FOR ENERGY STAR* AND LEED				
	Test Method	White TPO	Tan TPO	Gray TPO
ENERGY STAR initial solar reflectance	Solar Spectrum Reflectometer	0.79	0.71	N/A
ENERGY STAR initial solar reflectance after 3 years	Solar Spectrum Reflectometer (after cleaning)	0.70	0.64	N/A
CRRC initial solar reflectance	ASTM C1549	0.79	0.71	0.46
CRRC solar reflectance after 3 years	ASTM C1549 (uncleaned)	0.70	0.64	0.43
CRRC initial thermal emittance	ASTM C1371	0.90	0.86	0.89
CRRC thermal emittance after 3 years	ASTM C1371 (uncleaned)	0.86	0.87	0.88
LEED thermal emittance	ASTM E408	0.90	0.86	0.85
Solar Reflectance Index (SRI) inital	ASTM E1980	99	86	53
Solar Reflectance Index (SRI) 3 years aged		85	77	48

RADIATIVE PROPERTIES (INITIAL) FOR SPECIAL COLORS			
	Reflectance	Emittance	SRI
Medium Bronze	0.28	0.86	29
Rock Brown	0.25	0.87	26
Slate Gray	0.38	0.87	42
Terra Cotta	0.25	0.86	25
Patina Green	0.25	0.88	25

Solar Reflectance Index (SRI) is calculated per ASTM E1980. The SRI is a measure of the roof's ability to reject solar heat, as shown by a small temperature rise. It is defined so that a standard black (reflectance 0.05, emittance 0.90) is 0 and a standard white (reflectance 0.80, emittance 0.90) is 100. Materials with the highest SRI values are the coolest choices for roofing. Due to the way SRI is defined, particularly hot materials can even take slightly negative values and particularly cool materials can even exceed 100.

*ENERGY STAR recommends that using the Roof Savings Calculator (rsc.cml.gov), which factors in both heating and cooling costs, to determine whether a cool roof will be an energy efficient choice for your geographic climate and building type.

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GE APPLIANCES
a Haier *company*

Innovative Products and Solutions for Cooking, Cleaning, and Comfort

For more than 100 years, we've electrified and modernized life, bringing convenience and fun to kitchens and homes.

MONOGRAM CAFÉ Profile Haier Hotpoint Bodewell AIR&WATER SOLUTIONS

Prepared for:

ECI-Villages at East Ocean
FL 33014-3616

For more information:

Sharon Silberman-Ashkenazi
Sharon.Silberman@geappliances.com
FL
(786) 914-6428

Date Created: 03/24/2026

STANDARD UNITS



GE® ENERGY STAR® 25.3 Cu. Ft. Side-By-Side Refrigerator

Approx Dimensions (HxWxD):
69.625 H x 35.75 W x 34.75 D

Model#: GSE25GYPFS

- Fingerprint Resistant Stainless
- Energy Star Rated
- LED Lighting
- Edge-to-Edge Shelves
- Clear Door Shelves
- Interior Storage Drawers
- External Dispenser
- Easy Access Icemaker
- Advanced Water Filtration
- Electronic Display
- Door Alarm
- Wire Freezer Shelves
- Slide-Out Freezer Basket
- Freezer Door Shelves
- Bonus Freezer Shelf



GE® ENERGY STAR® 30" Slide-In Electric Range with Crisp Mode

Approx Dimensions (HxWxD):
37.125 H x 30 W x 28.625 D

Model#: GRS500PVSS

- Slide-In Range
- Crisp Mode
- Express Preheat
- 5 Burner Radiant Cooktop
- 9"/6" Power Boil Burner
- Ceramic Glass Cooktop
- Self-Clean with Steam Clean
- Oven Storage Drawer
- Dual Element Oven
- Large Capacity Oven
- Fit Guarantee
- Nickel Racks
- Additional Power Boil Element
- Fifth Element Warming Zone
- New Easy-to-Use Controls



GE® 1.6 Cu. Ft. Over-the-Range Microwave Oven with Recirculating Venting

Approx Dimensions (HxWxD):
16.4375 H x 29.875 W x 17.4375 D

Model#: JNM3163RJSS

- Practical Capacity. Dependable Performance.
- Convenience cooking controls
- Weight and time defrost
- Turntable On/Off
- Two-speed, 300-CFM venting system
- "Add 30 seconds" button
- Versatile microwave power levels for perfect cooking
- Express Cook Simplicity



GE® ENERGY STAR® Top Control with Plastic Interior Dishwasher with Sanitize Cycle & Dry Boost

Approx Dimensions (HxWxD):
33.375 H x 23.75 W x 24 D

Model#: GDT535PSRSS

- Reliable Performance
- Dry Boost™
- Steam + Sani
- Water Leak Sensor
- High Wash Performance
- Choose Your Cycle
- Dishwasher with Upper & Lower Rack Capacity
- Quiet 55 dBA Dishwasher
- Hard Food Disposer
- Extra Large Capacity
- Heavy-Duty Plastic Interior Dishwasher
- ENERGY STAR® Dishwasher
- Flush Installation
- Top or Side Mount Installation Brackets
- Built-Up Floor Capable



GE DISPOSALL® 1/3 HP Continuous Feed Garbage Disposer - Corded

Approx Dimensions (HxWxD):
12.6875 H x 5.5 W x 5.1875 D

Model#: GFC325N

- 1/3-HP motor
- 7-Year Warranty
- Over 2,300 RPM
- Easy Installation
- Reduce Waste
- 25-Ounce Grind Chamber Capacity
- Galvanized Steel Grinding Impellers
- Septic Safe
- No Clog Disposal
- Power Cord Included

GE APPLIANCES a Haier company | MONOGRAM | CAFÉ | Profile | Haier | Hotpoint

Date Created: 03/24/2026

SXS LAUNDRY



GE Profile™ ENERGY STAR® 4.9 cu. ft. Capacity Washer with Smarter Wash Technology and FlexDispense™

Approx Dimensions (HxWxD):
43.875 H x 27.875 W x 28 D

Model#: PTW605BSRWS

- Smarter Wash Technology
- Microban® Antimicrobial Technology
- Smart FlexDispense™
- Tangle Control
- 10-year Limited Warranty
- Smart Features powered by SmartHQ™
- Built-In WiFi powered by SmartHQ
- Sanitize with Oxi
- Easier Access Capacity
- Quick Wash
- Deep Fill
- ENERGY STAR® qualified



GE Profile™ ENERGY STAR® 7.4 cu. ft. Capacity aluminized alloy drum Electric Dryer with Sanitize Cycle and Sensor Dry

Approx Dimensions (HxWxD):
43.875 H x 27 W x 31 D

Model#: PTD60EBSRWS

- Washer Link
- Wrinkle Care
- Sensor Dry
- Sanitize Cycle
- Check Vent Notification
- 120 ft. Venting
- Download Additional Cycles
- My Cycle
- Quick Dry
- Damp Notification
- Eco Dry
- ENERGY STAR® qualified

GE APPLIANCES a Haier company | MONOGRAM | CAFÉ | Profile | Haier | Hotpoint

Date Created: 03/24/2026

STACKED LAUNDRY



GE® 4.6 cu. ft. Capacity Smart Front Load ENERGY STAR® Washer with UltraFresh Vent System with OdorBlock™ and Sanitize w/Oxi

Approx Dimensions (HxWxD):
39.75 H x 28 W x 32 D

Model#: GFW510SCVWW

- UltraFresh Vent System With OdorBlock™
- Microban® antimicrobial technology
- WiFi Powered by SmartHQ™
- Sanitize with Oxi
- Dynamic Balancing Technology (dBT™)
- Reversible Door
- Shallow Depth Washer
- Quick Wash Cycle
- 10-year Limited Warranty
- Dryer Control™
- More Water Option



GE® ENERGY STAR® 7.8 cu. ft. Capacity Smart Front Load Electric Dryer with Sanitize Cycle

Approx Dimensions (HxWxD):
39.75 H x 28 W x 32 D

Model#: GFD55ESSNWW

- WiFi powered by SmartHQ™
- Quick Dry
- Sanitize Cycle
- Wrinkle Care
- Sensor Dry
- Damp Alert
- Vent Sensor
- 4 Way Venting
- Reversible Door
- ENERGY STAR qualified
- 32-In Depth
- EcoDry



GE Washer/Dryer Stack Bracket Kit

Approx Dimensions (HxWxD):

Model#: GFA28KITN

- Stacking kit for GE 28" front load washers and dryers



Universal 6 ft Washing Machine Hoses w/ 90 Degree Elbow

Approx Dimensions (HxWxD):

Model#: WX14X10011

- Heavy-duty stainless steel with protective, noncorrosive coating
- Burst-resistant, triple-ply design for extra durability
- Includes 4 rubber washers
- Manufactured to meet Unified Plumbing Code specifications
- Made in USA



Dryer Electric Cord Accessory (4 Prong, 6 Ft.)

Approx Dimensions (HxWxD):

Model#: WX9X20

- 6-ft., 4-wire dryer cord (30 Amp)

Property Tax Compliance · Section 4 · Annual Performance Report

Attached hereto is a copy of the property tax payment record for 405 E. Ocean Avenue, Boynton Beach, FL 33435, in compliance with Section 4 of the Annual Performance Report requirements.

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-03-005-0080	2025	101352503	98		BOYNTON TOWN OF LT 8 & LT 9 (LESS E 30 FT) BLK 5 & S 1/2 OF 20 FT ABND PT OF ALLEY LYG N OF & ADJ TO

BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

AD VALOREM TAXES

READ REVERSE SIDE BEFORE CALLING TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	415,184		415,184	4.5000	1,868.33
COUNTY DEBT	561-355-3996	415,184		415,184	0.0330	13.70
CITY OF BOYNTON BEACH	561-742-6310	415,184		415,184	7.7500	3,217.68
CHILDRENS SERVICES COUNCIL	561-740-7000	415,184		415,184	0.4908	203.77
F.I.N.D.	561-627-3386	415,184		415,184	0.0270	11.21
PBC HEALTH CARE DISTRICT	561-804-5765	415,184		415,184	0.6561	272.40
SCHOOL LOCAL	561-434-8837	424,620		424,620	3.2480	1,379.17
SCHOOL STATE	561-434-8837	424,620		424,620	3.0730	1,304.86
SFWMD EVERGLADES CONST PROJECT	561-686-8800	415,184		415,184	0.0327	13.58
SO FLA WATER MANAGEMENT DIST.	561-686-8800	415,184		415,184	0.0948	39.36
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	415,184		415,184	0.1026	42.60

TOTAL AD VALOREM 8,366.66

NON-AD VALOREM ASSESSMENTS

READ REVERSE SIDE BEFORE CALLING LEVYING AUTHORITY	TELEPHONE	RATE	READ REVERSE SIDE BEFORE CALLING AMOUNT

TOTAL NON-AD VALOREM 0.00

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 8,366.66

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$8,032.00	$8,115.65	$8,199.33	$8,282.99	$8,366.66
4%	3%	2%	1%	NO DISCOUNT

TAXES ARE DELINQUENT APRIL 1, 2026

2025 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Real Estate Parcel ID: 08-43-45-28-03-005-0080

Legal Description:
BOYNTON TOWN OF
LT 8 & LT 9 (LESS E 30 FT) BLK 5 & S 1/2 OF 20 FT ABND PT OF
ALLEY LYG N OF & ADJ TO

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budget and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

See www.pbcpao.gov for public hearing updates

A public hearing on the proposed taxes and budget will be held at the locations and dates below.

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year if proposed budget change is made			
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	
COUNTY										
County Operating	377,440	4.5000	1,698.48	415,184	4.2413	1,760.92	415,184	4.5000	1,868.33	9/09 5:05 PM (561) 355-3996 301 N Olive Ave 6th Fl WPB 33401
County Debt	377,440	.0396	14.95	415,184	.0330	13.70	415,184	.0330	13.70	
PUBLIC SCHOOLS										
By State Law	377,440	3.0660	1,157.23	424,620	2.9497	1,252.50	424,620	3.0730	1,304.86	9/10 5:05 PM (561) 434-8837 3300 Forest Hill Blvd WPB 33406
By Local Board	377,440	3.2480	1,225.93	424,620	3.1248	1,326.85	424,620	3.2480	1,379.17	
MUNICIPALITY										
Boynton Beach Operating	377,440	7.8000	2,944.03	415,184	7.3764	3,062.56	415,184	7.8000	3,238.44	9/08 6:00 PM (561)742-6310 100 E Ocean Ave BoyntnBch33435
INDEPENDENT SPECIAL DISTRICTS										
So. Fla. Water Mgmt. Basin	377,440	.1026	38.73	415,184	.0961	39.90	415,184	.1026	42.60	
So. Fla. Water Mgmt. Dist.	377,440	.0948	35.78	415,184	.0889	36.91	415,184	.0948	39.36	9/11 5:15 PM (561) 686-8800 3301 Gun Club Rd Bldg WPB 33406
Everglades Construction	377,440	.0327	12.34	415,184	.0306	12.70	415,184	.0327	13.58	
FL Inland Navigation District	377,440	.0288	10.87	415,184	.0270	11.21	415,184	.0288	11.96	
Children's Services Council	377,440	.4908	185.25	415,184	.4611	191.44	415,184	.4908	203.77	9/04 5:15 PM (561) 627-3386 121 SW Flagler Ave Stuart FL 34994 9/15 5:01 PM (561) 740-7000 2300 High Ridge Rd BynttnBch FL33426
Health Care District	377,440	.6561	247.64	415,184	.6164	255.92	415,184	.6561	272.40	9/17 5:15 PM (561) 659-1270 1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	7,571.23		19.0453	7,964.61		20.0598	8,388.17	** SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"

This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"

This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"

This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
			Total Non-Ad Valorem Assessment	.00	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

BB North, LLC

Tax Collector, Palm Beach County

1311

Date	Type	Reference	Original Amt.	Balance Due	11/10/2025 Discount	Payment
11/3/2025	Bill	101352503	8,032.00	8,032.00		8,032.00
					Check Amount	8,032.00

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-03-005-0080

8,032.00

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-03-002-0070	2025	101023486	98		BOYNTON TOWN OF LT 7 BLK 2 & N 1/2 OF 20 FT ABND ALLEY LYG S OF & ADJ TO

BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	296,604		296,604	4.5000	1,334.72
COUNTY DEBT	561-355-3996	296,604		296,604	0.0330	9.79
CITY OF BOYNTON BEACH	561-742-6310	296,604		296,604	7.7500	2,298.68
CHILDRENS SERVICES COUNCIL	561-740-7000	296,604		296,604	0.4908	145.57
F.I.N.D.	561-627-3386	296,604		296,604	0.0270	8.01
PBC HEALTH CARE DISTRICT	561-804-5765	296,604		296,604	0.6561	194.60
SCHOOL LOCAL	561-434-8837	303,345		303,345	3.2480	985.26
SCHOOL STATE	561-434-8837	303,345		303,345	3.0730	932.18
SFWMD EVERGLADES CONST PROJECT	561-686-8800	296,604		296,604	0.0327	9.70
SO FLA WATER MANAGEMENT DIST.	561-686-8800	296,604		296,604	0.0948	28.12
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	296,604		296,604	0.1026	30.43

TOTAL AD VALOREM 5,977.06

READ REVERSE SIDE BEFORE CALLING

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
BOYNTON BEACH FIRE RESCUE ASSESSMENT	561-742-6310	307.20	307.20

TOTAL NON-AD VALOREM 307.20

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 6,284.26

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$6,032.88	$6,095.73	$6,158.57	$6,221.41	$6,284.26
4%	3%	2%	1%	NO DISCOUNT

TAXES ARE DELINQUENT APRIL 1, 2026

2023 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

92

Real Estate Parcel ID: 08-43-45-28-03-002-0070

Legal Description:
BOYNTON TOWN OF
LT 7 BLK 2 & N 1/2 OF 20 FT ABND ALLEY LYG S OF & ADJ TO

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budget and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year if proposed budget change is made			See www.pbcpao.gov for public hearing updates. A public hearing on the proposed taxes and budget will be held at the locations and dates below.
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	
COUNTY										
County Operating	363,827	4.5000	1,637.22	296,604	4.2413	1,257.99	296,604	4.5000	1,334.72	9/09 5:05 PM (561) 355-3996 301 N Olive Ave 6th Fl WPB 33401
County Debt	363,827	.0396	14.41	296,604	.0330	9.79	296,604	.0330	9.79	
PUBLIC SCHOOLS										
By State Law	363,827	3.0660	1,115.49	303,345	2.9497	894.78	303,345	3.0730	932.18	9/10 5:05 PM (561) 434-8837 3300 Forest Hill Blvd WPB 33406
By Local Board	363,827	3.2480	1,181.71	303,345	3.1248	947.89	303,345	3.2480	985.26	
MUNICIPALITY										
Boynton Beach Operating	363,827	7.8000	2,837.85	296,604	7.3764	2,187.87	296,604	7.8000	2,313.51	9/08 6:00 PM (561)742-6310 100 E Ocean Ave BoyntnBch33435
INDEPENDENT SPECIAL DISTRICTS										
So. Fla. Water Mgmt. Basin	363,827	.1026	37.33	296,604	.0961	28.50	296,604	.1026	30.43	9/11 5:15 PM (561) 686-8800 3301 Gun Club Rd Bldg WPB 33406
So. Fla. Water Mgmt. Dist.	363,827	.0948	34.49	296,604	.0889	26.37	296,604	.0948	28.12	
Everglades Construction	363,827	.0327	11.90	296,604	.0306	9.08	296,604	.0327	9.70	
FL Inland Navigation District	363,827	.0288	10.48	296,604	.0270	8.01	296,604	.0288	8.54	
Children's Services Council	363,827	.4908	178.57	296,604	.4611	136.76	296,604	.4908	145.57	9/04 5:15 PM (561) 627-3386 121 SW Flagler Ave Stuart FL 34994 9/15 5:01 PM (561) 740-7000 2300 High Ridge Rd BynthBch FL33426
Health Care District	363,827	.6561	238.71	296,604	.6164	182.83	296,604	.6561	194.60	9/17 5:15 PM (561) 659-1270 1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	7,298.16		19.0453	5,689.87		20.0598	5,992.42	** SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"
This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
BOYNTON BEACH FIRE RESCUE ASSESSMENT	FIRE OPERATIONS	1	307.20	307.20	(561) 742-6312
			Total Non-Ad Valorem Assessment	307.20	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

BB North, LLC

1312

Tax Collector, Palm Beach County

11/10/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/3/2025	Bill	101023486	6,032.88	6,032.88		6,032.88
					Check Amount	6,032.88

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-03-002-0070

6,032.88

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-03-002-0050	2025	101352510	98		BOYNTON TOWN OF LTS 5 & 6 BLK 2 & N 1/2 OF 20 FT ABND ALLEY LYG S OF & ADJ TO

BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	593,120		593,120	4.5000	2,669.04
COUNTY DEBT	561-355-3996	593,120		593,120	0.0330	19.57
CITY OF BOYNTON BEACH	561-742-6310	593,120		593,120	7.7500	4,596.68
CHILDRENS SERVICES COUNCIL	561-740-7000	593,120		593,120	0.4908	291.10
F.I.N.D.	561-627-3386	593,120		593,120	0.0270	16.01
PBC HEALTH CARE DISTRICT	561-804-5765	593,120		593,120	0.6561	389.15
SCHOOL LOCAL	561-434-8837	606,600		606,600	3.2480	1,970.24
SCHOOL STATE	561-434-8837	606,600		606,600	3.0730	1,864.08
SFWMD EVERGLADES CONST PROJECT	561-686-8800	593,120		593,120	0.0327	19.40
SO FLA WATER MANAGEMENT DIST.	561-686-8800	593,120		593,120	0.0948	56.23
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	593,120		593,120	0.1026	60.85

READ REVERSE SIDE BEFORE CALLING

TOTAL AD VALOREM 11,952.35

NON-AD VALOREM ASSESSMENTS

READ REVERSE SIDE BEFORE CALLING

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
BOYNTON BEACH FIRE RESCUE ASSESSMENT	561-742-6310	984.96	984.96

TOTAL NON-AD VALOREM 984.96

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 12,937.31

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$12,419.81	$12,549.19	$12,678.56	$12,807.93	$12,937.31
4%	3%	2%	1%	NO DISCOUNT
DETACH HERE				

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

2023 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Real Estate Parcel ID: 08-43-45-28-03-002-0050

Legal Description:
BOYNTON TOWN OF
LTS 5 & 6 BLK 2 & N 1/2 OF 20 FT ABND ALLEY LYG S OF & ADJ
TO

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year if proposed budget change is made			See www.pbcpao.gov for public hearing updates
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	A public hearing on the proposed taxes and budget will be held at the locations and dates below.
COUNTY										
County Operating	784,736	4.5000	3,531.31	593,120	4.2413	2,515.60	593,120	4.5000	2,669.04	9/09 5:05 PM (561) 355-3996
County Debt	784,736	.0396	31.08	593,120	.0330	19.57	593,120	.0330	19.57	301 N Olive Ave 6th Fl WPB 33401
PUBLIC SCHOOLS										
By State Law	784,736	3.0660	2,406.00	606,600	2.9497	1,789.29	606,600	3.0730	1,864.08	
By Local Board	784,736	3.2480	2,548.82	606,600	3.1248	1,895.50	606,600	3.2480	1,970.24	9/10 5:05 PM (561) 434-8837
MUNICIPALITY										3300 Forest Hill Blvd WPB 33406
Boynton Beach Operating	784,736	7.8000	6,120.94	593,120	7.3764	4,375.09	593,120	7.8000	4,626.34	9/08 6:00 PM (561)742-6310
INDEPENDENT SPECIAL DISTRICTS										100 E Ocean Ave BoyntnBch33435
So. Fla. Water Mgmt. Basin	784,736	.1026	80.51	593,120	.0961	57.00	593,120	.1026	60.85	
So. Fla. Water Mgmt. Dist.	784,736	.0948	74.39	593,120	.0889	52.73	593,120	.0948	56.23	9/11 5:15 PM (561) 686-8800
Everglades Construction	784,736	.0327	25.66	593,120	.0306	18.15	593,120	.0327	19.40	3301 Gun Club Rd Bldg WPB 33406
FL Inland Navigation District	784,736	.0288	22.60	593,120	.0270	16.01	593,120	.0288	17.08	
Children's Services Council	784,736	.4908	385.15	593,120	.4611	273.49	593,120	.4908	291.10	9/04 5:15 PM (561) 627-3386
Health Care District	784,736	.6561	514.87	593,120	.6164	365.60	593,120	.6561	389.15	121 SW Flagler Ave Stuart FL 34994
										9/15 5:01 PM (561) 740-7000
										2300 High Ridge Rd ByntnBch FL33426
										9/17 5:15 PM (561) 659-1270
										1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	15,741.33		19.0453	11,378.03		20.0598	11,983.08	** SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"
This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
BOYNTON BEACH FIRE RESCUE ASSESSMENT	FIRE OPERATIONS	1	984.96	984.96	(561) 742-6312
			Total Non-Ad Valorem Assessment	984.96	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

BB North, LLC

1313

Tax Collector, Palm Beach County

Date	Type	Reference	Original Amt.	Balance Due	11/10/2025 Discount	Payment
11/3/2025	Bill	101352510	12,419.81	12,419.81		12,419.81
					Check Amount	12,419.81

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-03-002-0050

12,419.81

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-03-002-0030	2025	101352273	98		BOYNTON TOWN OF LTS 3 & 4 BLK 2 & N 1/2 OF 20 FT ABND ALLEY LYG S OF & ADJ TO

BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	593,032		593,032	4.5000	2,668.64
COUNTY DEBT	561-355-3996	593,032		593,032	0.0330	19.57
CITY OF BOYNTON BEACH	561-742-6310	593,032		593,032	7.7500	4,596.00
CHILDRENS SERVICES COUNCIL	561-740-7000	593,032		593,032	0.4908	291.06
F.I.N.D.	561-627-3386	593,032		593,032	0.0270	16.01
PBC HEALTH CARE DISTRICT	561-804-5765	593,032		593,032	0.6561	389.09
SCHOOL LOCAL	561-434-8837	606,510		606,510	3.2480	1,969.94
SCHOOL STATE	561-434-8837	606,510		606,510	3.0730	1,863.81
SFWMD EVERGLADES CONST PROJECT	561-686-8800	593,032		593,032	0.0327	19.39
SO FLA WATER MANAGEMENT DIST.	561-686-8800	593,032		593,032	0.0948	56.22
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	593,032		593,032	0.1026	60.85

READ REVERSE SIDE BEFORE CALLING

TOTAL AD VALOREM 11,950.58

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
BOYNTON BEACH FIRE RESCUE ASSESSMENT	561-742-6310	768.00	768.00

READ REVERSE SIDE BEFORE CALLING

TOTAL NON-AD VALOREM 768.00

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 12,718.58

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$12,209.83	$12,337.02	$12,464.20	$12,591.39	$12,718.58
4%	3%	2%	1%	NO DISCOUNT

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

2023 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Real Estate Parcel ID: 08-43-45-28-03-002-0030

Legal Description:
BOYNTON TOWN OF
LTS 3 & 4 BLK 2 & N 1/2 OF 20 FT ABND ALLEY LYG S OF & ADJ
TO

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

See www.pbcpao.gov for public hearing updates

A public hearing on the proposed taxes and budget will be held at the locations and dates below.

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year If proposed budget change is made			
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	
COUNTY										
County Operating	926,278	4.5000	4,168.25	593,032	4.2413	2,515.23	593,032	4.5000	2,668.64	9/09 5:05 PM (561) 355-3996 301 N Olive Ave 6th Fl WPB 33401
County Debt	926,278	.0396	36.68	593,032	.0330	19.57	593,032	.0330	19.57	
PUBLIC SCHOOLS										
By State Law	926,278	3.0660	2,839.97	606,510	2.9497	1,789.02	606,510	3.0730	1,863.81	9/10 5:05 PM (561) 434-8837 3300 Forest Hill Blvd WPB 33406
By Local Board	926,278	3.2480	3,008.55	606,510	3.1248	1,895.22	606,510	3.2480	1,969.94	
MUNICIPALITY										
Boynton Beach Operating	926,278	7.8000	7,224.97	593,032	7.3764	4,374.44	593,032	7.8000	4,625.65	9/08 6:00 PM (561)742-6310 100 E Ocean Ave BoyntnBch33435
INDEPENDENT SPECIAL DISTRICTS										
So. Fla. Water Mgmt. Basin	926,278	.1026	95.04	593,032	.0961	56.99	593,032	.1026	60.85	9/11 5:15 PM (561) 686-8800 3301 Gun Club Rd Bldg WPB 33406
So. Fla. Water Mgmt. Dist.	926,278	.0948	87.81	593,032	.0889	52.72	593,032	.0948	56.22	
Everglades Construction	926,278	.0327	30.29	593,032	.0306	18.15	593,032	.0327	19.39	
FL Inland Navigation District	926,278	.0288	26.68	593,032	.0270	16.01	593,032	.0288	17.08	
Children's Services Council	926,278	.4908	454.62	593,032	.4611	273.45	593,032	.4908	291.06	9/04 5:15 PM (561) 627-3386 121 SW Flagler Ave Stuart FL 34994
Health Care District	926,278	.6561	607.73	593,032	.6164	365.54	593,032	.6561	389.09	9/15 5:01 PM (561) 740-7000 2300 High Ridge Rd BoyntnBch FL33426 9/17 5:15 PM (561) 659-1270 1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	18,580.59		19.0453	11,376.34		20.0598	11,981.30	** SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"
This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
BOYNTON BEACH FIRE RESCUE ASSESSMENT	FIRE OPERATIONS	1	768.00	768.00	(561) 742-6312
			Total Non-Ad Valorem Assessment	768.00	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

BB North, LLC

1314

Tax Collector, Palm Beach County

11/10/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/3/2025	Bill	101352273	12,209.83	12,209.83		12,209.83
					Check Amount	12,209.83

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-03-002-0030

12,209.83

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-03-002-0020	2025	101352165	98		BOYNTON TOWN OF LT 2 BLK 2 & N 1/2 OF 20 FT ABND ALLEY LYG S OF & ADJ TO

BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	300,036		300,036	4.5000	1,350.16
COUNTY DEBT	561-355-3996	300,036		300,036	0.0330	9.90
CITY OF BOYNTON BEACH	561-742-6310	300,036		300,036	7.7500	2,325.28
CHILDRENS SERVICES COUNCIL	561-740-7000	300,036		300,036	0.4908	147.26
F.I.N.D.	561-627-3386	300,036		300,036	0.0270	8.10
PBC HEALTH CARE DISTRICT	561-804-5765	300,036		300,036	0.6561	196.85
SCHOOL LOCAL	561-434-8837	306,855		306,855	3.2480	996.67
SCHOOL STATE	561-434-8837	306,855		306,855	3.0730	942.97
SFWMD EVERGLADES CONST PROJECT	561-686-8800	300,036		300,036	0.0327	9.81
SO FLA WATER MANAGEMENT DIST.	561-686-8800	300,036		300,036	0.0948	28.44
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	300,036		300,036	0.1026	30.78

TOTAL AD VALOREM 6,046.22

READ REVERSE SIDE BEFORE CALLING

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
BOYNTON BEACH FIRE RESCUE ASSESSMENT	561-742-6310	864.00	864.00

TOTAL NON-AD VALOREM 864.00

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 6,910.22

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$6,633.81	$6,702.91	$6,772.02	$6,841.12	$6,910.22
4%	3%	2%	1%	NO DISCOUNT

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

2025 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

101

Real Estate Parcel ID: 08-43-45-28-03-002-0020

Legal Description:
BOYNTON TOWN OF
LT 2 BLK 2 & N 1/2 OF 20 FT ABND ALLEY LYG S OF & ADJ TO

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budg d tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year if proposed budget change is made			See www.pbcpao.gov for public hearing updates
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	A public hearing on the proposed taxes and budget will be held at the locations and dates below.
COUNTY										
County Operating	537,959	4.5000	2,420.82	300,036	4.2413	1,272.54	300,036	4.5000	1,350.16	9/09 5:05 PM (561) 355-3996
County Debt	537,959	.0396	21.30	300,036	.0330	9.90	300,036	.0330	9.90	301 N Olive Ave 6th Fl WPB 33401
PUBLIC SCHOOLS										
By State Law	537,959	3.0660	1,649.38	306,855	2.9497	905.13	306,855	3.0730	942.97	9/10 5:05 PM (561) 434-8837
By Local Board	537,959	3.2480	1,747.29	306,855	3.1248	958.86	306,855	3.2480	996.67	3300 Forest Hill Blvd WPB 33406
MUNICIPALITY										
Boynton Beach Operating	537,959	7.8000	4,196.08	300,036	7.3764	2,213.19	300,036	7.8000	2,340.28	9/08 6:00 PM (561)742-6310
										100 E Ocean Ave BoyntnBch33435
INDEPENDENT SPECIAL DISTRICTS										
So. Fla. Water Mgmt. Basin	537,959	.1026	55.19	300,036	.0961	28.83	300,036	.1026	30.78	9/11 5:15 PM (561) 686-8800
So. Fla. Water Mgmt. Dist.	537,959	.0948	51.00	300,036	.0889	26.67	300,036	.0948	28.44	3301 Gun Club Rd Bldg WPB 33406
Everglades Construction	537,959	.0327	17.59	300,036	.0306	9.18	300,036	.0327	9.81	
FL Inland Navigation District	537,959	.0288	15.49	300,036	.0270	8.10	300,036	.0288	8.64	
Children's Services Council	537,959	.4908	264.03	300,036	.4611	138.35	300,036	.4908	147.26	9/04 5:15 PM (561) 627-3386 121 SW Flagler Ave Stuart FL 34994
Health Care District	537,959	.6561	352.95	300,036	.6164	184.94	300,036	.6561	196.85	9/15 5:01 PM (561) 740-7000 2300 High Ridge Rd BynthBch FL33426
										9/17 5:15 PM (561) 659-1270 1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	10,791.12		19.0453	5,755.69		20.0598	6,061.76	** SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"
This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
BOYNTON BEACH FIRE RESCUE ASSESSMENT	FIRE OPERATIONS	1	864.00	864.00	(561) 742-6312
			Total Non-Ad Valorem Assessment	864.00	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

BB North, LLC

Tax Collector, Palm Beach County

1315

Date	Type	Reference	Original Amt.	Balance Due	11/10/2025 Discount	Payment
11/3/2025	Bill	101352165	6,633.81	6,633.81		6,633.81
					Check Amount	6,633.81

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-03-002-0020

6,633.81

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-03-002-0080	2025	101012155	98		BOYNTON TOWN OF LTS 8 THRU 10 BLK 2 & S 1/2 OF 20 FT ABND ALLEY LYG N OF & ADJ TO & N 1/2 OF 40 FT ABND PT OF NE 1ST AVE LYG S OF & ADJ TO

[redacted]

BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	1,021,724		1,021,724	4.5000	4,597.76
COUNTY DEBT	561-355-3996	1,021,724		1,021,724	0.0330	33.72
CITY OF BOYNTON BEACH	561-742-6310	1,021,724		1,021,724	7.7500	7,918.36
CHILDRENS SERVICES COUNCIL	561-740-7000	1,021,724		1,021,724	0.4908	501.46
F.I.N.D.	561-627-3386	1,021,724		1,021,724	0.0270	27.59
PBC HEALTH CARE DISTRICT	561-804-5765	1,021,724		1,021,724	0.6561	670.35
SCHOOL LOCAL	561-434-8837	1,044,990		1,044,990	3.2480	3,394.13
SCHOOL STATE	561-434-8837	1,044,990		1,044,990	3.0730	3,211.25
SFWMD EVERGLADES CONST PROJECT	561-686-8800	1,021,724		1,021,724	0.0327	33.41
SO FLA WATER MANAGEMENT DIST.	561-686-8800	1,021,724		1,021,724	0.0948	96.86
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	1,021,724		1,021,724	0.1026	104.83

TOTAL AD VALOREM 20,589.72

READ REVERSE SIDE BEFORE CALLING

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
BOYNTON BEACH FIRE RESCUE ASSESSMENT	561-742-6310	2,131.20	2,131.20

TOTAL NON-AD VALOREM 2,131.20

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 22,720.92

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$21,812.08	$22,039.29	$22,266.50	$22,493.71	$22,720.92
4%	3%	2%	1%	NO DISCOUNT

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

2025 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Real Estate Parcel ID: 08-43-45-28-03-002-0080

Legal Description:
BOYNTON TOWN OF
LTS 8 THRU 10 BLK 2 & S 1/2 OF 20 FT ABND ALLEY LYG N OF &
ADJ TO & N 1/2 OF 40 FT ABND PT OF NE 1ST AVE LYG S OF & ADJ

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budget and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

See www.pbcpao.gov for public hearing updates

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year if proposed budget change is made			A public hearing on the proposed taxes and budget will be held at the locations and dates below.
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	
COUNTY										
County Operating	1,345,777	4.5000	6,056.00	1,021,724	4.2413	4,333.44	1,021,724	4.5000	4,597.76	9/09 5:05 PM (561) 355-3996
County Debt	1,345,777	.0396	53.29	1,021,724	.0330	33.72	1,021,724	.0330	33.72	301 N Olive Ave 6th Fl WPB 33401
PUBLIC SCHOOLS										
By State Law	1,345,777	3.0660	4,126.15	1,044,990	2.9497	3,082.41	1,044,990	3.0730	3,211.25	
By Local Board	1,345,777	3.2480	4,371.08	1,044,990	3.1248	3,265.38	1,044,990	3.2480	3,394.13	9/10 5:05 PM (561) 434-8837
MUNICIPALITY										3300 Forest Hill Blvd WPB 33406
Boynton Beach Operating	1,345,777	7.8000	10,497.06	1,021,724	7.3764	7,536.64	1,021,724	7.8000	7,969.45	9/08 6:00 PM (561)742-6310
INDEPENDENT SPECIAL DISTRICTS										100 E Ocean Ave BoyntnBch33435
So. Fla. Water Mgmt. Basin	1,345,777	.1026	138.08	1,021,724	.0961	98.19	1,021,724	.1026	104.83	
So. Fla. Water Mgmt. Dist.	1,345,777	.0948	127.58	1,021,724	.0889	90.83	1,021,724	.0948	96.86	9/11 5:15 PM (561) 686-8800
Everglades Construction	1,345,777	.0327	44.01	1,021,724	.0306	31.26	1,021,724	.0327	33.41	3301 Gun Club Rd Bldg WPB 33406
FL Inland Navigation District	1,345,777	.0288	38.76	1,021,724	.0270	27.59	1,021,724	.0288	29.43	
Children's Services Council	1,345,777	.4908	660.51	1,021,724	.4611	471.12	1,021,724	.4908	501.46	9/04 5:15 PM (561) 627-3386 121 SW Flagler Ave Stuart FL 34994
Health Care District	1,345,777	.6561	882.96	1,021,724	.6164	629.79	1,021,724	.6561	670.35	9/15 5:01 PM (561) 740-7000 2300 High Ridge Rd BynthBch FL33426
										9/17 5:15 PM (561) 659-1270 1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	26,995.48		19.0453	19,600.37		20.0598	20,642.65	*SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"
This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
BOYNTON BEACH FIRE RESCUE ASSESSMENT	FIRE OPERATIONS	1	2,131.20	2,131.20	(561) 742-6312
			Total Non-Ad Valorem Assessment	2,131.20	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

BB North, LLC

1316

Tax Collector, Palm Beach County

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/3/2025	Bill	101012155	21,812.08	21,812.08	11/10/2025	21,812.08
					Check Amount	21,812.08

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-03-002-0080

21,812.08

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-03-005-0040	2025	101352502	98		BOYNTON TOWN OF LTS 4 THRU 6 BLK 5 & S 1/2 OF 40 FT ABND PT OF NE 1ST AVE LYG N OF & ADJ TO & N 1/2 OF 20 FT ABND PT OF ALLEY LYG S OF & ADJ TO

BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING

AD VALOREM TAXES

READ REVERSE SIDE BEFORE CALLING

TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	1,012,206		1,012,206	4.5000	4,554.93
COUNTY DEBT	561-355-3996	1,012,206		1,012,206	0.0330	33.40
CITY OF BOYNTON BEACH	561-742-6310	1,012,206		1,012,206	7.7500	7,844.60
CHILDRENS SERVICES COUNCIL	561-740-7000	1,012,206		1,012,206	0.4908	496.79
F.I.N.D.	561-627-3386	1,012,206		1,012,206	0.0270	27.33
PBC HEALTH CARE DISTRICT	561-804-5765	1,012,206		1,012,206	0.6561	664.11
SCHOOL LOCAL	561-434-8837	1,033,518		1,033,518	3.2480	3,356.87
SCHOOL STATE	561-434-8837	1,033,518		1,033,518	3.0730	3,176.00
SFWMD EVERGLADES CONST PROJECT	561-686-8800	1,012,206		1,012,206	0.0327	33.10
SO FLA WATER MANAGEMENT DIST.	561-686-8800	1,012,206		1,012,206	0.0948	95.96
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	1,012,206		1,012,206	0.1026	103.85

TOTAL AD VALOREM 20,386.94

READ REVERSE SIDE BEFORE CALLING

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT

TOTAL NON-AD VALOREM 0.00

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 20,386.94

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$19,571.46	$19,775.33	$19,979.20	$20,183.06	$20,386.94
4%	3%	2%	1%	NO DISCOUNT

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

2025 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Real Estate Parcel ID: 08-43-45-28-03-005-0040

Legal Description:
BOYNTON TOWN OF
LTS 4 THRU 6 BLK 5 & S 1/2 OF 40 FT ABND PT OF NE 1ST AVE
LYG N OF & ADJ TO & N 1/2 OF 20 FT ABND PT OF ALLEY LYG S OF

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budget and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

107

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year if proposed budget change is made			See www.pbcpao.gov for public hearing updates. A public hearing on the proposed taxes and budget will be held at the locations and dates below.
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	
COUNTY										
County Operating	920,187	4.5000	4,140.84	1,012,206	4.2413	4,293.07	1,012,206	4.5000	4,554.93	9/09 5:05 PM (561) 355-3996
County Debt	920,187	.0396	36.44	1,012,206	.0330	33.40	1,012,206	.0330	33.40	301 N Olive Ave 6th Fl WPB 33401
PUBLIC SCHOOLS										
By State Law	920,187	3.0660	2,821.29	1,033,518	2.9497	3,048.57	1,033,518	3.0730	3,176.00	9/10 5:05 PM (561) 434-8837
By Local Board	920,187	3.2480	2,988.77	1,033,518	3.1248	3,229.54	1,033,518	3.2480	3,356.87	3300 Forest Hill Blvd WPB 33406
MUNICIPALITY										
Boynton Beach Operating	920,187	7.8000	7,177.46	1,012,206	7.3764	7,466.44	1,012,206	7.8000	7,895.21	9/08 6:00 PM (561)742-6310
										100 E Ocean Ave BoyntnBch33435
INDEPENDENT SPECIAL DISTRICTS										
So. Fla. Water Mgmt. Basin	920,187	.1026	94.41	1,012,206	.0961	97.27	1,012,206	.1026	103.85	9/11 5:15 PM (561) 686-8800
So. Fla. Water Mgmt. Dist.	920,187	.0948	87.23	1,012,206	.0889	89.99	1,012,206	.0948	95.96	3301 Gun Club Rd Bldg WPB 33406
Everglades Construction	920,187	.0327	30.09	1,012,206	.0306	30.97	1,012,206	.0327	33.10	
FL Inland Navigation District	920,187	.0288	26.50	1,012,206	.0270	27.33	1,012,206	.0288	29.15	
Children's Services Council	920,187	.4908	451.63	1,012,206	.4611	466.73	1,012,206	.4908	496.79	9/04 5:15 PM (561) 627-3386 121 SW Flagler Ave Stuart FL 34994
Health Care District	920,187	.6561	603.73	1,012,206	.6164	623.92	1,012,206	.6561	664.11	9/15 5:01 PM (561) 740-7000 2300 High Ridge Rd BynthBch FL33426
										9/17 5:15 PM (561) 659-1270 1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	18,458.39		19.0453	19,407.23		20.0598	20,439.37	**SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"
This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
			Total Non-Ad Valorem Assessment	.00	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

BB North, LLC

1317

Tax Collector, Palm Beach County

Date	Type	Reference	Original Amt.	Balance Due	11/10/2025 Discount	Payment
11/3/2025	Bill	101352502	19,571.46	19,571.46		19,571.46
					Check Amount	19,571.46

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-03-005-0040

19,571.46

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-03-005-0091	2025	101352517	98		BOYNTON TOWN OF E 30 FT OF LT 9 BLK 5 & S 1/2 OF 20 FT ABND PT OF ALLEY LYG N OF & ADJ TO

BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	178,024		178,024	4.5000	801.11
COUNTY DEBT	561-355-3996	178,024		178,024	0.0330	5.87
CITY OF BOYNTON BEACH	561-742-6310	178,024		178,024	7.7500	1,379.69
CHILDRENS SERVICES COUNCIL	561-740-7000	178,024		178,024	0.4908	87.37
F.I.N.D.	561-627-3386	178,024		178,024	0.0270	4.81
PBC HEALTH CARE DISTRICT	561-804-5765	178,024		178,024	0.6561	116.80
SCHOOL LOCAL	561-434-8837	182,025		182,025	3.2480	591.22
SCHOOL STATE	561-434-8837	182,025		182,025	3.0730	559.36
SFWMD EVERGLADES CONST PROJECT	561-686-8800	178,024		178,024	0.0327	5.82
SO FLA WATER MANAGEMENT DIST.	561-686-8800	178,024		178,024	0.0948	16.88
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	178,024		178,024	0.1026	18.27

TOTAL AD VALOREM 3,587.20

READ REVERSE SIDE BEFORE CALLING

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT

TOTAL NON-AD VALOREM 0.00

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 3,587.20

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$3,443.71	$3,479.58	$3,515.46	$3,551.33	$3,587.20
4%	3%	2%	1%	NO DISCOUNT

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

DETACH HERE

2025 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Real Estate Parcel ID: 08-43-45-28-03-005-0091

Legal Description:
BOYNTON TOWN OF
E 30 FT OF LT 9 BLK 5 & S 1/2 OF 20 FT ABND PT OF ALLEY LYG
N OF & ADJ TO

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budg[illegible] tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

See www.pbcpao.gov for public hearing updates

A public hearing on the proposed taxes and budget will be held at the locations and dates below.

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year if proposed budget change is made			
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	
COUNTY										
County Operating	161,840	4.5000	728.28	178,024	4.2413	755.05	178,024	4.5000	801.11	9/09 5:05 PM (561) 355-3996 301 N Olive Ave 6th Fl WPB 33401
County Debt	161,840	.0396	6.41	178,024	.0330	5.87	178,024	.0330	5.87	
PUBLIC SCHOOLS										
By State Law	161,840	3.0660	496.20	182,025	2.9497	536.92	182,025	3.0730	559.36	9/10 5:05 PM (561) 434-8837 3300 Forest Hill Blvd WPB 33406
By Local Board	161,840	3.2480	525.66	182,025	3.1248	568.79	182,025	3.2480	591.22	
MUNICIPALITY										
Boynton Beach Operating	161,840	7.8000	1,262.35	178,024	7.3764	1,313.18	178,024	7.8000	1,388.59	9/08 6:00 PM (561)742-6310 100 E Ocean Ave BoyntnBch33435
INDEPENDENT SPECIAL DISTRICTS										
So. Fla. Water Mgmt. Basin	161,840	.1026	16.60	178,024	.0961	17.11	178,024	.1026	18.27	9/11 5:15 PM (561) 686-8800 3301 Gun Club Rd Bldg WPB 33406
So. Fla. Water Mgmt. Dist.	161,840	.0948	15.34	178,024	.0889	15.83	178,024	.0948	16.88	
Everglades Construction	161,840	.0327	5.29	178,024	.0306	5.45	178,024	.0327	5.82	
FL Inland Navigation District	161,840	.0288	4.66	178,024	.0270	4.81	178,024	.0288	5.13	
Children's Services Council	161,840	.4908	79.43	178,024	.4611	82.09	178,024	.4908	87.37	9/04 5:15 PM (561) 627-3386 121 SW Flagler Ave Stuart FL 34994
Health Care District	161,840	.6561	106.18	178,024	.6164	109.73	178,024	.6561	116.80	9/15 5:01 PM (561) 740-7000 2300 High Ridge Rd ByntnBch FL33426
										9/17 5:15 PM (561) 659-1270 1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	3,246.40		19.0453	3,414.83		20.0598	3,596.42	**SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"
This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
			Total Non-Ad Valorem Assessment	.00	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

BB North, LLC

1318

Tax Collector, Palm Beach County

Date	Type	Reference	Original Amt.	Balance Due	11/10/2025 Discount	Payment
11/3/2025	Bill	101352517	3,443.71	3,443.71		3,443.71
					Check Amount	3,443.71

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-03-005-0091

3,443.71

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-03-005-0100	2025	101352757	98		BOYNTON TOWN OF LTS 10 & 11 BLK 5 & S 1/2 OF 20 FT ABND PT OF ALLEY LYG N OF & ADJ TO

BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	461,516		461,516	4.5000	2,076.82
COUNTY DEBT	561-355-3996	461,516		461,516	0.0330	15.23
CITY OF BOYNTON BEACH	561-742-6310	461,516		461,516	7.7500	3,576.75
CHILDRENS SERVICES COUNCIL	561-740-7000	461,516		461,516	0.4908	226.51
F.I.N.D.	561-627-3386	461,516		461,516	0.0270	12.46
PBC HEALTH CARE DISTRICT	561-804-5765	461,516		461,516	0.6561	302.80
SCHOOL LOCAL	561-434-8837	471,960		471,960	3.2480	1,532.93
SCHOOL STATE	561-434-8837	471,960		471,960	3.0730	1,450.33
SFWMD EVERGLADES CONST PROJECT	561-686-8800	461,516		461,516	0.0327	15.09
SO FLA WATER MANAGEMENT DIST.	561-686-8800	461,516		461,516	0.0948	43.75
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	461,516		461,516	0.1026	47.35

TOTAL AD VALOREM 9,300.02

READ REVERSE SIDE BEFORE CALLING

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
SOLID WASTE AUTHORITY OF PBC	561-640-4000	29.92	29.92

TOTAL NON-AD VALOREM 29.92

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 9,329.94

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$8,956.74	$9,050.04	$9,143.34	$9,236.65	$9,329.94
4%	3%	2%	1%	NO DISCOUNT

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

2025 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Real Estate Parcel ID: 08-43-45-28-03-005-0100

Legal Description:
BOYNTON TOWN OF
LTS 10 & 11 BLK 5 & S 1/2 OF 20 FT ABND PT OF ALLEY LYG N OF
& ADJ TO

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budg d tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year if proposed budget change is made			See www.pbcpao.gov for public hearing updates. A public hearing on the proposed taxes and budget will be held at the locations and dates below.
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	
COUNTY										
County Operating	419,560	4.5000	1,888.02	461,516	4.2413	1,957.43	461,516	4.5000	2,076.82	9/09 5:05 PM (561) 355-3996
County Debt	419,560	.0396	16.61	461,516	.0330	15.23	461,516	.0330	15.23	301 N Olive Ave 6th Fl WPB 33401
PUBLIC SCHOOLS										
By State Law	419,560	3.0660	1,286.37	471,960	2.9497	1,392.14	471,960	3.0730	1,450.33	9/10 5:05 PM (561) 434-8837
By Local Board	419,560	3.2480	1,362.73	471,960	3.1248	1,474.78	471,960	3.2480	1,532.93	3300 Forest Hill Blvd WPB 33406
MUNICIPALITY										
Boynton Beach Operating	419,560	7.8000	3,272.57	461,516	7.3764	3,404.33	461,516	7.8000	3,599.82	9/08 6:00 PM (561)742-6310
										100 E Ocean Ave BoyntnBch33435
INDEPENDENT SPECIAL DISTRICTS										
So. Fla. Water Mgmt. Basin	419,560	.1026	43.05	461,516	.0961	44.35	461,516	.1026	47.35	9/11 5:15 PM (561) 686-8800
So. Fla. Water Mgmt. Dist.	419,560	.0948	39.77	461,516	.0889	41.03	461,516	.0948	43.75	3301 Gun Club Rd Bldg WPB 33406
Everglades Construction	419,560	.0327	13.72	461,516	.0306	14.12	461,516	.0327	15.09	
FL Inland Navigation District	419,560	.0288	12.08	461,516	.0270	12.46	461,516	.0288	13.29	
Children's Services Council	419,560	.4908	205.92	461,516	.4611	212.81	461,516	.4908	226.51	9/04 5:15 PM (561) 627-3386 121 SW Flagler Ave Stuart FL 34994
Health Care District	419,560	.6561	275.27	461,516	.6164	284.48	461,516	.6561	302.80	9/15 5:01 PM (561) 740-7000 2300 High Ridge Rd BynthBch FL33426
										9/17 5:15 PM (561) 659-1270 1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	8,416.11		19.0453	8,853.16		20.0598	9,323.92	** SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"
This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
SOLID WASTE AUTHORITY OF PBC	GARBAGE SERVICES	1	29.92	29.92	(561) 697-2700
			Total Non-Ad Valorem Assessment	29.92	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

BB North, LLC

1319

Tax Collector, Palm Beach County

11/10/2025

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/3/2025	Bill	101352757	8,956.74	8,956.74		8,956.74
					Check Amount	8,956.74

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-03-005-0100

8,956.74

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-03-005-0020	2025	101352029	98		BOYNTON TOWN OF LTS 2 & 3 BLK 5 & S 1/2 OF 40 FT ABND PT OF NE 1ST AVE LYG N OF & ADJ TO & N 1/2 OF 20 FT ABND PT OF ALLEY LYG S OF & ADJ TO

[redacted]

BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	691,108		691,108	4.5000	3,109.99
COUNTY DEBT	561-355-3996	691,108		691,108	0.0330	22.81
CITY OF BOYNTON BEACH	561-742-6310	691,108		691,108	7.7500	5,356.09
CHILDRENS SERVICES COUNCIL	561-740-7000	691,108		691,108	0.4908	339.20
F.I.N.D.	561-627-3386	691,108		691,108	0.0270	18.66
PBC HEALTH CARE DISTRICT	561-804-5765	691,108		691,108	0.6561	453.44
SCHOOL LOCAL	561-434-8837	706,770		706,770	3.2480	2,295.59
SCHOOL STATE	561-434-8837	706,770		706,770	3.0730	2,171.90
SFWMD EVERGLADES CONST PROJECT	561-686-8800	691,108		691,108	0.0327	22.60
SO FLA WATER MANAGEMENT DIST.	561-686-8800	691,108		691,108	0.0948	65.52
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	691,108		691,108	0.1026	70.91

TOTAL AD VALOREM 13,926.71

READ REVERSE SIDE BEFORE CALLING

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT

TOTAL NON-AD VALOREM 0.00

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 13,926.71

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$13,369.65	$13,508.91	$13,648.18	$13,787.44	$13,926.71
4%	3%	2%	1%	NO DISCOUNT
DETACH HERE				

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

2025 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Real Estate Parcel ID: 08-43-45-28-03-005-0020

Legal Description:
BOYNTON TOWN OF
LTS 2 & 3 BLK 5 & S 1/2 OF 40 FT ABND PT OF NE 1ST AVE LYG
N OF & ADJ TO & N 1/2 OF 20 FT ABND PT OF ALLEY LYG S OF &

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budget and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

See www.pbcpao.gov for public hearing updates

A public hearing on the proposed taxes and budget will be held at the locations and dates below.

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year if proposed budget change is made			Public hearing location and date
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	
COUNTY										
County Operating	628,280	4.5000	2,827.26	691,108	4.2413	2,931.20	691,108	4.5000	3,109.99	9/09 5:05 PM (561) 355-3996
County Debt	628,280	.0396	24.88	691,108	.0330	22.81	691,108	.0330	22.81	301 N Olive Ave 6th Fl WPB 33401
PUBLIC SCHOOLS										
By State Law	628,280	3.0660	1,926.31	706,770	2.9497	2,084.76	706,770	3.0730	2,171.90	9/10 5:05 PM (561) 434-8837
By Local Board	628,280	3.2480	2,040.65	706,770	3.1248	2,208.51	706,770	3.2480	2,295.59	3300 Forest Hill Blvd WPB 33406
MUNICIPALITY										
Boynton Beach Operating	628,280	7.8000	4,900.58	691,108	7.3764	5,097.89	691,108	7.8000	5,390.64	9/08 6:00 PM (561)742-6310 100 E Ocean Ave BoyntnBch33435
INDEPENDENT SPECIAL DISTRICTS										
So. Fla. Water Mgmt. Basin	628,280	.1026	64.46	691,108	.0961	66.42	691,108	.1026	70.91	9/11 5:15 PM (561) 686-8800
So. Fla. Water Mgmt. Dist.	628,280	.0948	59.56	691,108	.0889	61.44	691,108	.0948	65.52	3301 Gun Club Rd Bldg WPB 33406
Everglades Construction	628,280	.0327	20.54	691,108	.0306	21.15	691,108	.0327	22.60	
FL Inland Navigation District	628,280	.0288	18.09	691,108	.0270	18.66	691,108	.0288	19.90	
Children's Services Council	628,280	.4908	308.36	691,108	.4611	318.67	691,108	.4908	339.20	9/04 5:15 PM (561) 627-3386 121 SW Flagler Ave Stuart FL 34994
Health Care District	628,280	.6561	412.21	691,108	.6164	426.00	691,108	.6561	453.44	9/15 5:01 PM (561) 740-7000 2300 High Ridge Rd ByntnBch FL33426
										9/17 5:15 PM (561) 659-1270 1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	12,602.90		19.0453	13,257.51		20.0598	13,962.50	** SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"
This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
			Total Non-Ad Valorem Assessment	.00	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

BB North, LLC

1320

Tax Collector, Palm Beach County

Date	Type	Reference	Original Amt.	Balance Due	11/10/2025 Discount	Payment
11/3/2025	Bill	101352029	13,369.65	13,369.65		13,369.65
					Check Amount	13,369.65

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-03-005-0020

13,369.65

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-03-002-0110	2025	101352271	98		BOYNTON TOWN OF LTS 11 THRU 13 BLK 2 & S 1/2 OF 20 FT ABND ALLEY LYG N OF & ADJ TO & N 1/2 OF 40 FT ABND PT OF NE 1ST AVE LYG S OF & ADJ TO

4 - 352

BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	864,028		864,028	4.5000	3,888.13
COUNTY DEBT	561-355-3996	864,028		864,028	0.0330	28.51
CITY OF BOYNTON BEACH	561-742-6310	864,028		864,028	7.7500	6,696.22
CHILDRENS SERVICES COUNCIL	561-740-7000	864,028		864,028	0.4908	424.06
F.I.N.D.	561-627-3386	864,028		864,028	0.0270	23.33
PBC HEALTH CARE DISTRICT	561-804-5765	864,028		864,028	0.6561	566.89
SCHOOL LOCAL	561-434-8837	883,665		883,665	3.2480	2,870.14
SCHOOL STATE	561-434-8837	883,665		883,665	3.0730	2,715.50
SFWMD EVERGLADES CONST PROJECT	561-686-8800	864,028		864,028	0.0327	28.25
SO FLA WATER MANAGEMENT DIST.	561-686-8800	864,028		864,028	0.0948	81.91
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	864,028		864,028	0.1026	88.65

TOTAL AD VALOREM 17,411.59

READ REVERSE SIDE BEFORE CALLING

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT

TOTAL NON-AD VALOREM 0.00

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 17,411.59

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$16,715.13	$16,889.25	$17,063.36	$17,237.48	$17,411.59
4%	3%	2%	1%	NO DISCOUNT

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

2025 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

Real Estate Parcel ID: 08-43-45-28-03-002-0110

Legal Description:
BOYNTON TOWN OF
LTS 11 THRU 13 BLK 2 & S 1/2 OF 20 FT ABND ALLEY LYG N OF &
ADJ TO & N 1/2 OF 40 FT ABND PT OF NE 1ST AVE LYG S OF & ADJ

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budg[illegible] tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year if proposed budget change is made			See www.pbcpao.gov for public hearing updates
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	A public hearing on the proposed taxes and budget will be held at the locations and dates below.
COUNTY										
County Operating	785,480	4.5000	3,534.66	864,028	4.2413	3,664.60	864,028	4.5000	3,888.13	9/09 5:05 PM (561) 355-3996
County Debt	785,480	.0396	31.11	864,028	.0330	28.51	864,028	.0330	28.51	301 N Olive Ave 6th Fl WPB 33401
PUBLIC SCHOOLS										
By State Law	785,480	3.0660	2,408.28	883,665	2.9497	2,606.55	883,665	3.0730	2,715.50	
By Local Board	785,480	3.2480	2,551.24	883,665	3.1248	2,761.28	883,665	3.2480	2,870.14	9/10 5:05 PM (561) 434-8837
MUNICIPALITY										3300 Forest Hill Blvd WPB 33406
Boynton Beach Operating	785,480	7.8000	6,126.74	864,028	7.3764	6,373.42	864,028	7.8000	6,739.42	9/08 6:00 PM (561)742-6310
										100 E Ocean Ave BoyntnBch33435
INDEPENDENT SPECIAL DISTRICTS										
So. Fla. Water Mgmt. Basin	785,480	.1026	80.59	864,028	.0961	83.03	864,028	.1026	88.65	
So. Fla. Water Mgmt. Dist.	785,480	.0948	74.46	864,028	.0889	76.81	864,028	.0948	81.91	9/11 5:15 PM (561) 686-8800
Everglades Construction	785,480	.0327	25.69	864,028	.0306	26.44	864,028	.0327	28.25	3301 Gun Club Rd Bldg WPB 33406
FL Inland Navigation District	785,480	.0288	22.62	864,028	.0270	23.33	864,028	.0288	24.88	
Children's Services Council	785,480	.4908	385.51	864,028	.4611	398.40	864,028	.4908	424.06	9/04 5:15 PM (561) 627-3386 121 SW Flagler Ave Stuart FL 34994
Health Care District	785,480	.6561	515.35	864,028	.6164	532.59	864,028	.6561	566.89	9/15 5:01 PM (561) 740-7000 2300 High Ridge Rd ByntnBch FL33426
										9/17 5:15 PM (561) 659-1270 1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	15,756.25		19.0453	16,574.96		20.0598	17,456.34	**SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"
This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"
This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
			Total Non-Ad Valorem Assessment	.00	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

BB North, LLC

1321

Tax Collector, Palm Beach County

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/3/2025	Bill	101352271	16,715.13	16,715.13		16,715.13

11/10/2025

Check Amount 16,715.13

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-03-002-0110

16,715.13

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-32-000-0030	2025	101353706	98		BOYNTON CENTER NO 5 COND UNIT 3

1168
7 - 325568

LITTLE BB NORTH LLC
5901 SW 74TH ST STE 211
MIAMI FL 33143-5150

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

AD VALOREM TAXES

READ REVERSE SIDE BEFORE CALLING TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	70,000		70,000	4.5000	315.00
COUNTY DEBT	561-355-3996	70,000		70,000	0.0330	2.31
CITY OF BOYNTON BEACH	561-742-6310	70,000		70,000	7.7500	542.50
CHILDRENS SERVICES COUNCIL	561-740-7000	70,000		70,000	0.4908	34.36
F.I.N.D.	561-627-3386	70,000		70,000	0.0270	1.89
PBC HEALTH CARE DISTRICT	561-804-5765	70,000		70,000	0.6561	45.93
SCHOOL LOCAL	561-434-8837	70,000		70,000	3.2480	227.36
SCHOOL STATE	561-434-8837	70,000		70,000	3.0730	215.11
SFWMD EVERGLADES CONST PROJECT	561-686-8800	70,000		70,000	0.0327	2.29
SO FLA WATER MANAGEMENT DIST.	561-686-8800	70,000		70,000	0.0948	6.64
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	70,000		70,000	0.1026	7.18

READ REVERSE SIDE BEFORE CALLING — TOTAL AD VALOREM 1,400.57

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
BOYNTON BEACH FIRE RESCUE ASSESSMENT	561-742-6310	145.00	145.00
SOLID WASTE AUTHORITY OF PBC	561-640-4000	114.00	114.00

TOTAL NON-AD VALOREM 259.00

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 1,659.57

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$1,593.19	$1,609.79	$1,626.39	$1,642.98	$1,659.57
4%	3%	2%	1%	NO DISCOUNT

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

DETACH HERE

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Return | New Search | Print Page | View Assessment Data

Account Information

Property Control Number:
08-43-45-28-32-000-0030
Mailing Address:
5901 SW 74TH ST
Miami, FI 33143-5165
Owner of Record:
LITTLE BB NORTH LLC

Property Type:
Real Property
Property Address:
401 E OCEAN AVE 3
BOYNTON BEACH, FL 33435
Second Owner:

Status: Active
Legal Description:
BOYNTON CENTER NO 5 COND UNIT 3

Last updated: 11/10/2025 03:49:14 PM

Real Estate Property Taxes become delinquent on April 1 each year.
Delinquent Real Estate Property Tax cannot be paid online.
Visit our Payment Options page to **view delinquent tax payment options.**

Interest and associated costs for delinquent taxes are determined by the date payment is received to the Tax Collector.
A minimum charge of 3% is collected on delinquent tax bills. Interest accrues at up to 1.5% per month (18% annually).

Tax Bills

Add Tax Bills to the cart then select cart icon ( ) above to checkout.

Total Payable: $1,593.19 ADD ALL TO CART

2025 | BILL TYPE: ORIGINAL | BILL NO: 101353706 | ROLL: ANNUAL |
DUE $1,593.19

ADD TO CART

View Info

Date	Total Tax	Paid	Amount Due If Paid By Date	Status	Payment Options
3/31/26	⊟ $1,593.19	$0.00	⊟ $1,593.19	Due	○ $1,593.19
	Net Tax: $1,659.57		▸ 11/10/25 $1,593.19		Clear all
	Interest: $0.00		11/30/25 $1,593.19		
	Penalty: $0.00		12/31/25 $1,609.79		
	Fees: $0.00		1/31/26 $1,626.39		
	Discount: -$66.38				

Total: $0.00 ADD TO CART

Recently Paid Bills

Due Date	Net Tax	Last Paid	Amount Paid	Status
3/31/25	⊟ $2,745.32	11/13/24	-$2,745.32	Paid
	Net Tax: $2,859.71			
	Interest: $0.00			
	Penalty: $0.00			
	Fees: $0.00			
	Discount: -$114.39			

Due Date	Net Tax		Last Paid	Amount Paid	Status
4/1/24	⊟ $2,741.47		11/13/23	-$2,741.47	Paid
	Net Tax:	$2,855.69			
	Interest:	$0.00			
	Penalty:	$0.00			
	Fees:	$0.00			
	Discount:	-$114.22			
Due Date	**Net Tax**		**Last Paid**	**Amount Paid**	**Status**
3/31/23	⊟ $1,641.33		12/14/22	-$1,641.33	Paid
	Net Tax:	$1,692.10			
	Interest:	$0.00			
	Penalty:	$0.00			
	Fees:	$0.00			
	Discount:	-$50.77			
Due Date	**Net Tax**		**Last Paid**	**Amount Paid**	**Status**
3/31/22	⊟ $1,428.17		11/23/21	-$1,428.17	Paid
	Net Tax:	$1,487.67			
	Interest:	$0.00			
	Penalty:	$0.00			
	Fees:	$0.00			
	Discount:	-$59.50			
Due Date	**Net Tax**		**Last Paid**	**Amount Paid**	**Status**
3/31/21	⊟ $1,330.79		11/25/20	-$1,330.79	Paid
	Net Tax:	$1,386.24			
	Interest:	$0.00			
	Penalty:	$0.00			
	Fees:	$0.00			
	Discount:	-$55.45			
Due Date	**Net Tax**		**Last Paid**	**Amount Paid**	**Status**
3/31/20	⊟ $1,215.33		11/18/19	-$1,215.33	Paid
	Net Tax:	$1,265.97			
	Interest:	$0.00			
	Penalty:	$0.00			
	Fees:	$0.00			
	Discount:	-$50.64			

Payment Info - Select to Expand Payment History for PIN

BB North, LLC

1322

Tax Collector, Palm Beach County

Date	Type	Reference	Original Amt.	Balance Due	11/10/2025 Discount	Payment
11/1/2025	Bill	101353706	1,593.19	1,593.19		1,593.19
					Check Amount	1,593.19

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-32-000-0030

1,593.19

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-32-000-0010	2025	101353313	98		BOYNTON CENTER NO 5 COND UNIT 1

1168
7 - 325567

LITTLE BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	70,000		70,000	4.5000	315.00
COUNTY DEBT	561-355-3996	70,000		70,000	0.0330	2.31
CITY OF BOYNTON BEACH	561-742-6310	70,000		70,000	7.7500	542.50
CHILDRENS SERVICES COUNCIL	561-740-7000	70,000		70,000	0.4908	34.36
F.I.N.D.	561-627-3386	70,000		70,000	0.0270	1.89
PBC HEALTH CARE DISTRICT	561-804-5765	70,000		70,000	0.6561	45.93
SCHOOL LOCAL	561-434-8837	70,000		70,000	3.2480	227.36
SCHOOL STATE	561-434-8837	70,000		70,000	3.0730	215.11
SFWMD EVERGLADES CONST PROJECT	561-686-8800	70,000		70,000	0.0327	2.29
SO FLA WATER MANAGEMENT DIST.	561-686-8800	70,000		70,000	0.0948	6.64
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	70,000		70,000	0.1026	7.18

TOTAL AD VALOREM 1,400.57

READ REVERSE SIDE BEFORE CALLING

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
BOYNTON BEACH FIRE RESCUE ASSESSMENT	561-742-6310	145.00	145.00

TOTAL NON-AD VALOREM 145.00

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 1,545.57

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$1,483.75	$1,499.21	$1,514.67	$1,530.12	$1,545.57
4%	3%	2%	1%	NO DISCOUNT

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

2025 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

126

Real Estate Parcel ID: 08-43-45-28-32-000-0010

Legal Description:
BOYNTON CENTER NO 5 COND UNIT 1

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budget and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

See www.pbcpao.gov for public hearing updates

A public hearing on the proposed taxes and budget will be held at the locations and dates below.

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year if proposed budget change is made			
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	
COUNTY										
County Operating	130,000	4.5000	585.00	70,000	4.2413	296.89	70,000	4.5000	315.00	9/09 5:05 PM (561) 355-3996 301 N Olive Ave 6th Fl WPB 33401
County Debt	130,000	.0396	5.15	70,000	.0330	2.31	70,000	.0330	2.31	
PUBLIC SCHOOLS										
By State Law	130,000	3.0660	398.58	70,000	2.9497	206.48	70,000	3.0730	215.11	9/10 5:05 PM (561) 434-8837 3300 Forest Hill Blvd WPB 33406
By Local Board	130,000	3.2480	422.24	70,000	3.1248	218.74	70,000	3.2480	227.36	
MUNICIPALITY										
Boynton Beach Operating	130,000	7.8000	1,014.00	70,000	7.3764	516.35	70,000	7.8000	546.00	9/08 6:00 PM (561)742-6310 100 E Ocean Ave BoyntnBch33435
INDEPENDENT SPECIAL DISTRICTS										
So. Fla. Water Mgmt. Basin	130,000	.1026	13.34	70,000	.0961	6.73	70,000	.1026	7.18	9/11 5:15 PM (561) 686-8800 3301 Gun Club Rd Bldg WPB 33406
So. Fla. Water Mgmt. Dist.	130,000	.0948	12.32	70,000	.0889	6.22	70,000	.0948	6.64	
Everglades Construction	130,000	.0327	4.25	70,000	.0306	2.14	70,000	.0327	2.29	
FL Inland Navigation District	130,000	.0288	3.74	70,000	.0270	1.89	70,000	.0288	2.02	
Children's Services Council	130,000	.4908	63.80	70,000	.4611	32.28	70,000	.4908	34.36	9/04 5:15 PM (561) 627-3386 121 SW Flagler Ave Stuart FL 34994
Health Care District	130,000	.6561	85.29	70,000	.6164	43.15	70,000	.6561	45.93	9/15 5:01 PM (561) 740-7000 2300 High Ridge Rd ByntnBch FL33426 9/17 5:15 PM (561) 659-1270 1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	2,607.71		19.0453	1,333.18		20.0598	1,404.20	** SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"

This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"

This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"

This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
BOYNTON BEACH FIRE RESCUE ASSESSMENT	FIRE OPERATIONS	1	145.00	145.00	(561) 742-6312
			Total Non-Ad Valorem Assessment	145.00	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

08-43-45-28-32-000-0010

BB North, LLC

1323

Tax Collector, Palm Beach County

Date	Type	Reference	Original Amt.	Balance Due	11/10/2025 Discount	Payment
11/1/2025	Bill	101353313	1,483.75	1,483.75		1,483.75
					Check Amount	1,483.75

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-32-000-0010

1,483.75

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-32-000-0020	2025	101353356	98		BOYNTON CENTER NO 5 COND UNIT 2

LITTLE BB NORTH LLC
6000 SW 74TH ST STE 4
MIAMI FL 33143-5068

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

AD VALOREM TAXES

READ REVERSE SIDE BEFORE CALLING TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	READ REVERSE SIDE BEFORE CALLING TAX AMOUNT
COUNTY	561-355-3996	70,000		70,000	4.5000	315.00
COUNTY DEBT	561-355-3996	70,000		70,000	0.0330	2.31
CITY OF BOYNTON BEACH	561-742-6310	70,000		70,000	7.7500	542.50
CHILDRENS SERVICES COUNCIL	561-740-7000	70,000		70,000	0.4908	34.36
F.I.N.D.	561-627-3386	70,000		70,000	0.0270	1.89
PBC HEALTH CARE DISTRICT	561-804-5765	70,000		70,000	0.6561	45.93
SCHOOL LOCAL	561-434-8837	70,000		70,000	3.2480	227.36
SCHOOL STATE	561-434-8837	70,000		70,000	3.0730	215.11
SFWMD EVERGLADES CONST PROJECT	561-686-8800	70,000		70,000	0.0327	2.29
SO FLA WATER MANAGEMENT DIST.	561-686-8800	70,000		70,000	0.0948	6.64
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	70,000		70,000	0.1026	7.18

TOTAL AD VALOREM 1,400.57

NON-AD VALOREM ASSESSMENTS

READ REVERSE SIDE BEFORE CALLING LEVYING AUTHORITY	TELEPHONE	RATE	READ REVERSE SIDE BEFORE CALLING AMOUNT
BOYNTON BEACH FIRE RESCUE ASSESSMENT	561-742-6310	145.00	145.00

TOTAL NON-AD VALOREM 145.00
TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 1,545.57

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$1,483.75	$1,499.21	$1,514.67	$1,530.12	$1,545.57
4%	3%	2%	1%	NO DISCOUNT

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

2025 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS

129

Real Estate Parcel ID: 08-43-45-28-32-000-0020

Legal Description:
BOYNTON CENTER NO 5 COND UNIT 2

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities, which levy taxes against your property, will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND or ALTER its proposals at the hearing.

See www.pbcpao.gov for public hearing updates

A public hearing on the proposed taxes and budget will be held at the locations and dates below.

Taxing Authority *Dependent Special Districts	COLUMN 1 Your Property Taxes Last Year			COLUMN 2 Your Property Taxes This Year if no budget change is made			COLUMN 3 Your Property Taxes This Year if proposed budget change is made			
	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	Taxable Value	Millage Rate	Tax Amount	
COUNTY										
County Operating	130,000	4.5000	585.00	70,000	4.2413	296.89	70,000	4.5000	315.00	9/09 5:05 PM (561) 355-3996
County Debt	130,000	.0396	5.15	70,000	.0330	2.31	70,000	.0330	2.31	301 N Olive Ave 6th Fl WPB 33401
PUBLIC SCHOOLS										
By State Law	130,000	3.0660	398.58	70,000	2.9497	206.48	70,000	3.0730	215.11	9/10 5:05 PM (561) 434-8837
By Local Board	130,000	3.2480	422.24	70,000	3.1248	218.74	70,000	3.2480	227.36	3300 Forest Hill Blvd WPB 33406
MUNICIPALITY										
Boynton Beach Operating	130,000	7.8000	1,014.00	70,000	7.3764	516.35	70,000	7.8000	546.00	9/08 6:00 PM (561)742-6310 100 E Ocean Ave BoyntnBch33435
INDEPENDENT SPECIAL DISTRICTS										
So. Fla. Water Mgmt. Basin	130,000	.1026	13.34	70,000	.0961	6.73	70,000	.1026	7.18	9/11 5:15 PM (561) 686-8800
So. Fla. Water Mgmt. Dist.	130,000	.0948	12.32	70,000	.0889	6.22	70,000	.0948	6.64	3301 Gun Club Rd Bldg WPB 33406
Everglades Construction	130,000	.0327	4.25	70,000	.0306	2.14	70,000	.0327	2.29	
FL Inland Navigation District	130,000	.0288	3.74	70,000	.0270	1.89	70,000	.0288	2.02	
Children's Services Council	130,000	.4908	63.80	70,000	.4611	32.28	70,000	.4908	34.36	9/04 5:15 PM (561) 627-3386 121 SW Flagler Ave Stuart FL 34994
Health Care District	130,000	.6561	85.29	70,000	.6164	43.15	70,000	.6561	45.93	9/15 5:01 PM (561) 740-7000 2300 High Ridge Rd ByntnBch FL33426
										9/17 5:15 PM (561) 659-1270 1515 N Flagler Dr Ste 101 WPB 33401
Total Millage Rate & Tax Amount		20.0594	2,607.71		19.0453	1,333.18		20.0598	1,404.20	** SEE BELOW FOR EXPLANATION

**** EXPLANATION OF TAX NOTICE**

COLUMN 1
"YOUR PROPERTY TAXES LAST YEAR"

This column shows the taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 2
"YOUR TAXES THIS YEAR IF NO BUDGET CHANGE IS ADOPTED"

This column shows what your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 3
"YOUR TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS ADOPTED"

This column shows what your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

NON-AD VALOREM ASSESSMENT

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	ASSESSMENT	CONTACT NUMBER
BOYNTON BEACH FIRE RESCUE ASSESSMENT	FIRE OPERATIONS	1	145.00	145.00	(561) 742-6312
			Total Non-Ad Valorem Assessment	145.00	

Your final tax bill may contain Non-Ad Valorem assessments which may not be reflected on this notice such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city, or any special district.

NOTE: Amounts shown on this form do NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Non-Ad Valorem Assessments: Non-Ad Valorem assessments are placed on this notice at the request of the respective local governing boards. Your Tax Collector will be including them in the November tax bill. For details on particular Non-Ad Valorem assessments, contact the levying authority shown in the Non-Ad Valorem Assessment section on this page.

ok - 530 - 47# 1324 - mm - total

BB North, LLC

1324

Tax Collector, Palm Beach County

Date	Type	Reference	Original Amt.	Balance Due	11/10/2025 Discount	Payment
11/1/2025	Bill	101353356	1,483.75	1,483.75		1,483.75
					Check Amount	1,483.75

PAYMENT RECORD

Synovus 1761 Property No. 08-43-45-28-32-000-0020 1,483.75

105241

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
08-43-45-28-32-000-0040	2025	101353738	98		BOYNTON CENTER NO 5 COND UNIT 4

LITTLE BB NORTH LLC
5901 SW 74TH ST
MIAMI FL 33143-5165

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.gov

SCAN TO ACCESS ACCOUNT

2025 REAL ESTATE PROPERTY TAX BILL

AD VALOREM TAXES

READ REVERSE SIDE BEFORE CALLING					READ REVERSE SIDE BEFORE CALLING		
TAXING AUTHORITY	TELEPHONE	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	70,000		70,000	4.5000	315.00
COUNTY DEBT	561-355-3996	70,000		70,000	0.0330	2.31
CITY OF BOYNTON BEACH	561-742-6310	70,000		70,000	7.7500	542.50
CHILDRENS SERVICES COUNCIL	561-740-7000	70,000		70,000	0.4908	34.36
F.I.N.D.	561-627-3386	70,000		70,000	0.0270	1.89
PBC HEALTH CARE DISTRICT	561-804-5765	70,000		70,000	0.6561	45.93
SCHOOL LOCAL	561-434-8837	70,000		70,000	3.2480	227.36
SCHOOL STATE	561-434-8837	70,000		70,000	3.0730	215.11
SFWMD EVERGLADES CONST PROJECT	561-686-8800	70,000		70,000	0.0327	2.29
SO FLA WATER MANAGEMENT DIST.	561-686-8800	70,000		70,000	0.0948	6.64
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	70,000		70,000	0.1026	7.18

TOTAL AD VALOREM 1,400.57

NON-AD VALOREM ASSESSMENTS

READ REVERSE SIDE BEFORE CALLING			READ REVERSE SIDE BEFORE CALLING
LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
BOYNTON BEACH FIRE RESCUE ASSESSMENT	561-742-6310	145.00	145.00

TOTAL NON-AD VALOREM 145.00

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 1,545.57

AMOUNT DUE WHEN RECEIVED BY

NOV 30, 2025	DEC 31, 2025	JAN 31, 2026	FEB 28, 2026	MAR 31, 2026
$1,483.75	$1,499.21	$1,514.67	$1,530.12	$1,545.57
4%	3%	2%	1%	NO DISCOUNT

TAXES ARE DELINQUENT APRIL 1, 2026

DETACH HERE

SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION

DETACH HERE

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

Return | New Search | Print Page | View Assessment Data

Account Information

Property Control Number:
08-43-45-28-32-000-0040
Mailing Address:
5901 SW 74TH ST
Miami, FI 33143-5165
Owner of Record:
LITTLE BB NORTH LLC

Property Type:
Real Property
Property Address:
401 E OCEAN AVE 4
BOYNTON BEACH, FL 33435
Second Owner:

Status: Active
Legal Description:
BOYNTON CENTER NO 5 COND UNIT 4

Last updated: 11/10/2025 03:52:18 PM

Real Estate Property Taxes become delinquent on April 1 each year.
Delinquent Real Estate Property Tax cannot be paid online.
Visit our Payment Options page to **view delinquent tax payment options.**

Interest and associated costs for delinquent taxes are determined by the date payment is received to the Tax Collector.
A minimum charge of 3% is collected on delinquent tax bills. Interest accrues at up to 1.5% per month (18% annually).

Tax Bills

Add Tax Bills to the cart then select cart icon ( ) above to checkout.

Total Payable: $1,483.75 ADD ALL TO CART

2025 | BILL TYPE: ORIGINAL | BILL NO: 101353738 | ROLL: ANNUAL |
DUE $1,483.75

ADD TO CART

Date	Total Tax		Paid	Amount Due If Paid By Date		Status	Payment Options
3/31/26	⊟ $1,483.75		$0.00	⊟ $1,483.75		Due	○ $1,483.75
	Net Tax:	$1,545.57		▸ 11/10/25	$1,483.75		Clear all
	Interest:	$0.00		11/30/25	$1,483.75		
	Penalty:	$0.00		12/31/25	$1,499.21		
	Fees:	$0.00		1/31/26	$1,514.67		
	Discount:	-$61.82					

View Info

Total: $0.00 ADD TO CART

Recently Paid Bills

Due Date	Net Tax		Last Paid	Amount Paid	Status
3/31/25	⊟ $2,745.32		11/13/24	-$2,745.32	Paid
	Net Tax:	$2,859.71			
	Interest:	$0.00			
	Penalty:	$0.00			
	Fees:	$0.00			
	Discount:	-$114.39			

Due Date	Net Tax		Last Paid	Amount Paid	Status
4/1/24	⊟ **$2,741.47**		11/13/23	-$2,741.47	Paid
	Net Tax:	$2,855.69			
	Interest:	$0.00			
	Penalty:	$0.00			
	Fees:	$0.00			
	Discount:	-$114.22			
Due Date	**Net Tax**		**Last Paid**	**Amount Paid**	**Status**
3/31/23	⊟ **$1,653.81**		12/14/22	-$1,653.81	Paid
	Net Tax:	$1,704.97			
	Interest:	$0.00			
	Penalty:	$0.00			
	Fees:	$0.00			
	Discount:	-$51.16			
Due Date	**Net Tax**		**Last Paid**	**Amount Paid**	**Status**
3/31/22	⊟ **$1,439.57**		11/23/21	-$1,439.57	Paid
	Net Tax:	$1,499.55			
	Interest:	$0.00			
	Penalty:	$0.00			
	Fees:	$0.00			
	Discount:	-$59.98			
Due Date	**Net Tax**		**Last Paid**	**Amount Paid**	**Status**
3/31/21	⊟ **$1,341.20**		11/25/20	-$1,341.20	Paid
	Net Tax:	$1,397.08			
	Interest:	$0.00			
	Penalty:	$0.00			
	Fees:	$0.00			
	Discount:	-$55.88			
Due Date	**Net Tax**		**Last Paid**	**Amount Paid**	**Status**
3/31/20	⊟ **$1,224.82**		11/19/19	-$1,224.82	Paid
	Net Tax:	$1,275.86			
	Interest:	$0.00			
	Penalty:	$0.00			
	Fees:	$0.00			
	Discount:	-$51.04			

⊟ Payment Info - Select to Expand Payment History for PIN

BB North, LLC

1325

11/10/2025

Tax Collector, Palm Beach County

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/1/2025	Bill	101353738	1,483.75	1,483.75		1,483.75
					Check Amount	1,483.75

PAYMENT RECORD

Synovus 1761

Property No. 08-43-45-28-32-000-0040

1,483.75

105241

TAX INCREMENT REVENUE FUNDING AGREEMENT

This Tax Increment Revenue Funding Agreement (hereinafter "Agreement") entered into as of the 7 day of JANUARY, 2025, by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter referred to as "CRA"), with a business address of 100 E. Ocean Avenue, Fourth Floor, Boynton Beach, Florida 33435,

and

BB North, LLC, a Delaware limited liability company, with a business address of 6000 SW 74th St, 4th Floor, South Miami, FL 33143 (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, Developer owns the property located at 405 East Ocean Avenue, Boynton Beach, Florida ("Property") and intends to construct within the Property a new mixed-use development comprised of approximately 336 residential units, 8000 square feet of ground floor restaurant and retail, 21,890 square feet of open space, and a parking garage with 668 total parking spaces, as depicted in the Site Plan attached hereto as **Exhibit "A"** (hereinafter referred to as the "Project"); and

WHEREAS, the Property is located within the Boynton Beach Community Redevelopment Area ("CRA Area"); and

WHEREAS, in an effort to develop the Project to include public benefits, Developer submitted that certain proposal related to the Project, a copy of which is attached as **Exhibit "B"**; and

WHEREAS, the CRA desires to provide additional public parking in the vicinity of the Project and receive other public benefits as described herein; and

WHEREAS, the Developer has represented that the Project contains parking spaces in excess of what Developer requires for its intended uses of the Project; and

WHEREAS, the CRA has determined that the Project furthers the Boynton Beach Community Redevelopment Plan ("CRA Plan"); and

WHEREAS, Developer has the knowledge, ability, skill, and resources to effectuate the construction and development of the Project; and

WHEREAS, the CRA has determined that providing Tax Increment Revenue Funding for the Project will further the goals and objectives of the CRA Plan;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties hereby acknowledge, the Parties agree as follows:

Section 1. Recitals. The recitals above and all other information above are hereby incorporated herein as if fully set forth.

Section 2. **Definitions.** As used in this Agreement, the following terms shall have the following meanings, which shall apply to words in both the singular and plural forms of such words:

2.1. **"Base Year"** for determining Tax Increment Revenue from the Project shall be the year prior to Commencement of Construction.

2.2. "**Certificate of Occupancy**" means the certificate issued by the City pursuant to the City of Boynton Beach Building and Zoning Code indicating that a building or structure complies with all applicable City of Boynton Beach Building and Zoning Code requirements and that the same may be used for the purposes stated therein.

2.3. **"City"** means the City of Boynton Beach, Florida.

2.4. **"Commencement of Construction"** or **"Commence Construction"** means obtaining an official permit in hand for the Project and beginning to actually demolish, excavate or prepare the site for development of the Project in accordance with the City Building and Zoning Code and continuing consistently until completion of construction of the Project as applicable in accordance with the Florida Building Code.

2.5. **"Community Outreach Partner" means the for-profit or non-profit group or** organization selected by Developer with whom Developer shall coordinate on the issues and obligations in this Agreement pertaining to employment of City residents and jobs for Locally Owned Small Businesses.

2.6. **"Completion of Construction"** shall mean the date for which the Project is complete and the Certificate(s) of Occupancy have been issued for the Project by the appropriate governing authority.

2.7. **"Contractor"** means a general contractor, a subcontractor or any other business entering into a contract with the Developer related to the construction of the Project or part thereof.

2.8. **"CRA Share"** means 30% of Net Revenues.

2.9. **"Effective Date"** shall mean the date the last party to this Agreement executes this Agreement.

2.10. **"Good Faith Effort"** is considered to have been made when the respective parties have used reasonable means to comply with the associated directives and/or provisions set forth in this Agreement.

2.11. **"Locally Owned Small Businesses"** means any business that is wholly owned by individuals who reside in the City. If a business is owned by a corporation, then the corporation must be wholly owned by individuals who reside in the City. If the business is owned by a partnership or limited liability company, then at least 20% of its partners or members must reside in the City.

2.12. **"Net Revenues"** shall mean all revenue derived from Parking Meters from the Parking Improvements, less a reasonable fee paid to a third party for management of the

Parking Meters for the Parking Improvements including the costs (if any) to Developer for the use and management of a Parking Meter service. Expenses related to insurance, property taxes, cleaning costs, deferred maintenance, and similar items shall not be subtracted from revenue for purposes of determining Net Revenues.

2.13. **"Parking Improvements"** means one hundred and twenty (120) covered public parking spaces located on the first and second floors of the parking garage in the Project, all of which are restricted for use by the public in perpetuity.

2.14. **"Parking Meter"** shall mean any means or device by which the driver of a vehicle shall pay for the use of a parking space.

2.15. **"Pledged Project Increment Revenue"** means an amount calculated by multiplying Tax Increment Revenue from the Project by an agreed upon percentage factor as provided for in this Agreement.

2.16. **"Property"** means the property subject to this Agreement upon which the Project shall be developed as more particularly described in "Exhibit C" hereto.

2.17. **"Site Plan"** shall mean the approved Site Plan attached hereto as Exhibit "A," approved by the City of Boynton Beach, file MMPM 22-004 & MMSP 22-035.

2.18. **"Tax Increment Revenue"** shall mean the amount deposited in the Redevelopment Trust Fund for the Boynton Beach Community Redevelopment Area, pursuant to Florida Statutes, Section 163.387, that is attributable to the Project.

Section 3. Developer's Obligations and Covenants.

3.1. **Construction of the Project.** Developer agrees to Commence Construction of the Project within two (2) years of the Effective Date of this Agreement.

3.1.1. The Project shall conform to the Site Plan and shall include the following, which shall hereinafter be referred to as "Improvements":

a. Upon commencement of construction, Developer shall host a groundbreaking ceremony, and upon receipt of the Certificate of Occupancy for the residential units, the Developer shall host a ribbon-cutting ceremony. The CRA will be in attendance at each of these ceremonies and Developer shall coordinate planning of the ceremonies with the CRA.

b. Developer shall construct a minimum of 336 residential units.

c. Developer shall construct a minimum of 8,000 square feet of ground floor restaurant and retail space.

d. Developer shall construct a minimum of 21,890 square feet of open space, which shall include a linear park that abuts the railroad right-of-way located in parcel identified by Parcel Control Number 08-43-45-28-00-000-1090. The linear park shall include walking paths and enhanced landscaping.

e. Developer shall construct the Parking Improvements.

f. Developer shall install in the parking garage provisions and conduit pipe to accommodate a minimum of 15 electric vehicle charging stations of charging level Type 2 or higher. The specific number and location of spaces to receive such conduit to be mutually agreed to by the Parties prior to finalization of construction plans for the parking associated with the Project. This conduit shall be placed such that future charging stations will be within the Parking Improvements area. This section shall not be read to require Developer to bear the costs of installing any such charging stations or the related electrical transmission lines.

3.1.2. Prior to and during the construction of the Project, the Developer shall:

a. Hire a job placement consultant during the construction period of this Agreement;

b. Host a job fair within the CRA;

c. When feasible, give priority to Contractors that are Locally Owned Small Businesses to participate in the construction of the Project;

d. Include in all contracts with Contractors requirements that the Contractors use Good Faith Efforts to hire and train City residents to participate in the construction of the Project;

e. Provide a list of job positions and descriptions to the Community Outreach Partner and agree to give priority to qualified job applicants referred by the Community Outreach Partner to participate in the construction of the Project;

f. Use Good Faith Efforts to offer permanent job positions resulting from the Project to qualified City residents; and

g. Notify and refer job training and job placement opportunities to the Boynton Beach Community High School and South Tech Academy in Boynton Beach in the event each are able and willing to provide such training.

3.1.3. The Site Plan may undergo minor modifications without requiring amendment to this Agreement so long as there is no alteration to the Parking Improvements and the modified site plan is substantially similar to the Site Plan. For purposes of this section, any modification to the Site Plan that requires approval by the City Commission shall not be considered a minor modification. Any modification that is not a minor modification shall require the approval of this CRA; otherwise, this Agreement may be terminated by the CRA in its sole discretion.

3.2. Parking Improvements. In addition to constructing the Parking Improvements, Developer shall be responsible for the following with respect to the Parking Improvements:

3.2.1. The Parking Improvements and each parking space therein shall be designated clearly by signage as set aside for public use.

3.2.2. Developer will install Parking Meters for each space within the Parking Improvements and shall charge for parking at a rate consistent with market standards.

3.2.3. Developer shall be responsible for managing, maintaining, repairing and installing

the Parking Improvements.

3.2.4. Developer shall provide the CRA Share to the CRA in perpetuity and in accordance with this section. At such time as the CRA ceases to exist, the CRA Share shall be provided to the City in perpetuity. Developer shall distribute the CRA Share no later than January 10th of each year following the Completion of Construction.

3.2.5. Along with the distribution of the CRA Share, Developer shall also provide to the CRA, in each year following Completion of Construction, a report detailing Parking Improvement usage and fees collected including a report reflecting costs associated with such usage and costs referred to in Paragraph 2.12. This information shall be included in the Annual Performance Report required by Section 4 herein.

3.3. Parking Easement or Lease. Prior to Completion of Construction, CRA and Developer shall execute a parking easement and contract (or, at the CRA's option, a 99 year lease) for the benefit of the City and CRA which easement and contract (or lease) shall ensure that the Parking Improvements shall be for reserved for use by the public in perpetuity and the CRA (and later the City) receives the CRA Share in perpetuity. Such easement (or lease) shall run with the land and be recorded in the Official Record Books of Palm Beach County.

3.4. Residential Construction. Construction of the residential units for the Project shall be in compliance with the following green building standards:

a. Developer shall provide all air conditioners, all of which shall be Energy Star qualified with a minimum of SEER 16.

b. Developer shall provide roofing materials with an SRI 75 for all Project's low-sloped roofs to achieve a minimum of 75% of the roof above the parking and the residential parts.

c. Developer shall provide 100% Energy Star appliances within the Project.

3.5. Retail Subsidy. Developer shall provide within the Project a 1,000 square-foot rental unit ("Retail Space"), plus outdoor seating, for a neighborhood coffee shop that shall be accessible from the interior and the exterior of the Project building. Developer shall rent this unit at 50% of market price for a period of 15 years. Developer may require tenant to pay for property taxes, insurance, and maintenance, and to pay for the interior build out the unit. Developer shall make Good Faith Efforts to locate and lease to a coffee shop; however, if unsuccessful, Developer may seek alternative tenants to lease to under the terms described in this section. To give priority to Locally Owned Small Businesses within the City, the Developer shall provide the CRA with notice of its intent to lease the Retail Space and the expected commencement date of such lease for the Retail Space. The notice shall also include the proposed term and rental rate of the lease. The CRA hereby agrees to post on its website the retail lease opportunity and at its sole discretion may use other social and print media to advertise the lease opportunity. Upon the expiration of the 90 day period, if no viable Locally Owned Business responds to the CRA efforts, Developer may execute a lease at 50% of the market price in accordance with this paragraph.

3.6. Corner Plaza. Developer represents that its affiliate owns the parcel located at the northeastern corner of 3rd Street and Ocean Avenue in Boynton Beach Florida, identified by parcel control numbers 08434528320000040, 08434528320000010, 08434528320000020, and 08434528320000030 (the "Corner Lot"), and that Developer can fulfill its obligations under this Section 3.6. Developer shall, at no expense to the CRA, build a plaza on the Corner Lot that shall include benches, seating, landscaping, and shall be open to the public in perpetuity. The Parties agree the CRA shall not object to the Developer requesting impact fee credits from the City for the development and use of the Corner Lot as public open space in accordance with this section and the City Code, or to Developer donating the Corner Lot to the City, so long as Developer ensures the Corner Lot shall be open to the public in perpetuity. If necessary, Developer shall acquire the Corner Lot to fulfill its obligations under this Section.

Section 4. **Section 4.** **Annual Performance Report.** Commencing upon one year from the Effective Date and continuing until such time as the Agreement is terminated, Developer shall annually provide the CRA with a report ("Annual Performance Report") for the Project indicating the status of Developer's compliance with the requirements of this Agreement and evidencing that Developer has paid all property taxes for the Property for the preceding year. Such report must be submitted to the CRA no later than the last day of April for the preceding year. In addition, Developer shall present an annual status report to the CRA Board upon request.

Section 5. Disbursal Requirements.

5.1. The following are conditions precedent to CRA's annual disbursal of and Developer's receipt of any Pledged Project Increment Revenue pursuant to this Agreement:

5.1.1. Developer must have timely provided its Annual Performance Report;

5.1.2. Upon receipt of the Annual Performance Report, at the next available CRA meeting, the CRA shall review the Annual Performance Report for consistency with the requirements in Section 4 above and compliance with all conditions precedent for receiving Pledged Increment Revenue for the Project. Upon finding such compliance and consistency, CRA shall approve the Annual Performance Report, which approval shall not be unreasonably withheld;

5.1.3. The CRA has received Tax Increment Revenues from the Project on the Property subsequent to the Base Year and Completion of Construction; and

5.1.4. Developer is not in material default under any terms or provisions of this Agreement. Developer shall not be entitled to any Pledged Project Increment Revenue payments for such calendar year if the Developer has failed to meet its obligations under this Agreement or is otherwise in material default under the terms of this Agreement and has failed to sufficiently cure the default within any applicable notice and cure period after appropriate notice of such default has been given. There is no obligation by the CRA to disburse the Pledged Increment Revenue during any period in which Developer is in default, provided that, once a default is cured, Developer shall

receive its Pledged Increment Revenue payments for the remainder of the TIR Term (defined below), provided Developer is not in default under this Agreement.

5.2. Certification.

5.2.1. Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.1. of this Agreement by providing a Certificate of Occupancy for all residential components of the Improvements and Certificate of Completion of the shell for all nonresidential components of the Improvements from the City of Boynton Beach indicating the 100 percent completion of all Improvements and demonstrating that the taxable value of all Improvements have been placed on the Palm Beach County tax rolls for the Property.

5.2.2. Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.2 of this Agreement by:

a. Demonstrating that it hired and utilized the services of a job placement consultant and by reporting the job placement consultant's activities during construction of the Project;

b. Demonstrating that it held a job fair in the CRA Area; and

c. Requiring all Contractors covered by the terms of this Agreement to provide annual copies of its records, reports or any other information necessary to monitor compliance with the provisions of Section 3.1.2 of this Agreement and require all Contractors to submit annual payrolls to the Developer that include the following information: name, address and the number of hours worked for the period, until a Certificate of Occupancy is issued for at least 90% of the residential units of the Project.

5.2.3. Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.2 of this Agreement (a) by demonstrating that it has constructed the Parking Improvements, (b) by documenting signage and other means by which these Parking Improvements are clearly identified as public parking, (c) by demonstrating payment to the CRA of the CRA Share, and (d) by providing the documentation required by Section 3.2.5 of this Agreement.

5.2.4. Developer shall confirm in its Annual Performance Report that it has met its obligations under Section 3.3 and 3.4 of this Agreement.

Section 6. Pledged Project Increment Revenue.

6.1. Formula and Term.

6.1.1. The amount of the Pledged Project Increment Revenue to be paid to Developer pursuant to this Agreement shall not exceed Nine Million One Hundred Thousand Dollars ($9,100,000.00) ("TIR Cap") and shall be calculated based on the following formula:

The CRA hereby agrees to pledge and assign to Developer pursuant to the

terms of this Agreement, an annual amount which equals ninety-five percent (95%) of the Tax Increment Revenue, for a twelve (12) year term, not to exceed a total of Nine Million One Hundred Thousand Dollars ($9,100,000.00) commencing on the last day of the year, provided that all of the following conditions are met ("TIR Term"):

A. The Developer has achieved Completion of Construction;

B. All elements of the Project have been placed on the Tax Roll;

C. The CRA has received Tax Increment Revenue from the Project;

D. The Annual Performance Report is received and found to be sufficient by the CRA, which finding shall not be unreasonably withheld, conditioned or delayed; and

E. Developer is not in default under this Agreement.

Provided the above conditions precedent are satisfied, the CRA shall disburse the Tax Increment Revenue to the Developer as soon as practicable after the CRA receives the Tax Increment Revenue.

6.2. No Prior Pledge of Pledged Project Increment Revenues. The CRA warrants and represents that the Pledged Project Increment Revenues are not the subject of any prior pledge by the CRA and agrees that such revenues shall not be assigned, pledged, hypothecated or secured by the CRA for the period covered by the term of this Agreement.

6.3. Form of Payment. Payment shall be in the form of a CRA check made payable to the Developer. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Developer, either wholly or in part, and no payment shall be construed to relieve Developer of obligations under this Agreement or to be an acceptance of faulty or incomplete rendition of Developer's obligations under this Agreement.

Section 7. Notice and Contact. Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested. The use of electronic communication is not considered as providing proper notice pursuant to this Agreement.

If to CRA, such notice shall be addressed to:

Timothy Tack, Acting Executive Director

Boynton Beach Community Redevelopment Agency

100 E. Ocean Avenue, 4th Floor

Boynton Beach, Florida 33435

With a copy to:

Kathryn B. Rossmell, Esq.

Lewis, Longman & Walker, P.A.

360 South Rosemary Avenue

Suite 1100

West Palm Beach, Florida 33401

If to Developer, such notice shall be addressed to:

Mr. Manny Mato

BB North, LLC

6000 SW 74th St, 4th Floor,

South Miami, FL 33143

With a copy to:

Bonnie Miskel, Esq.

Dunay, Miskel and Backman, LLP

14 SE 4th Street, Suite 36

Boca Raton, FL 33432

Section 8. **Section 8. Default.** The failure of Developer to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. The CRA shall deliver written notice to the Developer of such failure in accordance with the Notice Provision herein, in which case, the Developer shall have thirty (30) days after receipt of said notice from the CRA to cure such default. Notwithstanding anything to the contrary herein, if such violation or failure will reasonably require longer than thirty (30) days to cure, and so long as the Developer begins and continuously prosecutes the curing of the same to completion with due diligence, the Developer shall have such additional time as reasonably necessary to remedy such failure of violation. If Developer fails to cure the default as provided herein, the CRA may terminate this Agreement and all obligations for payment of Pledged Project Increment Revenue to Developer shall cease.

Section 9. **Section 9. Termination.** Unless earlier terminated pursuant to the terms herein, this Agreement shall automatically terminate upon the earlier of (a) last disbursement of Pledged Project Increment Revenue to Developer for the Project; (b) within five (5) years of the Effective Date if the Developer has not completed construction of the Project; or (c) two years after the Effective Date, if the Developer has failed to commence construction of the Project, subject to force majeure, except that Developer may request from the CRA one six (6) month extension which request shall not be unreasonably withheld so long as Developer

has shown good faith efforts to comply with this deadline. Either Party may elect to terminate this Agreement by providing 45 days written notice to the other Party upon one or more of the following occurrences:

a. The default of either Party, if such default is not cured within the time prescribed by this Agreement;

b. The Parties enter into a mutually agreed upon, written Addendum, the effect of which is to terminate this Agreement.

Section 10. Miscellaneous Provisions.

10.1 Waiver. The CRA shall not be responsible for any property damages or personal injury sustained by Developer from any cause whatsoever related to the development of the Project, whether such damage or injury occurs before, during, or after the construction of the Project or the term of this Agreement. Developer 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 Developer. **This waiver, discharge, and release specifically include negligence by the CRA, its agents, or its employees, to the fullest extent the law allows.**

10.2 Indemnification. Developer 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 (including equipment installation and removal) of Developer. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This section shall not be construed to require Developer to indemnify the CRA for the CRA's own 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.

10.3 Assignment. This Agreement may only be assigned by the Developer to record owners of the Property with the prior written consent of the CRA, which consent shall not be unreasonably withheld, provided, however, that any assignee hereto shall specifically assume all of the obligations of and benefits to the Developer under this Agreement.

10.4 Successors and Assigns. The CRA and Developer each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the Developer.

10.5 No Discrimination. Developer shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or

disability for any reason in its hiring or contracting practices associated with this Agreement.

10.6 No Partnership, Etc. Developer 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 Developer is an independent contractor and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance under this Agreement.

10.7 Public Records: The CRA is a public agency subject to Chapter 119, Florida Statutes. Developer shall comply with Florida's Public Records Law. Specifically, the Developer shall:

a. Keep and maintain public records required by the CRA to perform the public services provided for 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 this chapter 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 for the duration of the contract term and following completion of the contract if Developer does not transfer the records to the CRA.

d. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of Developer or keep and maintain public records required by the CRA to perform the service. If Developer transfers all public records to the public agency upon completion of the contract, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer 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.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 100 East Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435; or TackT@bbfl.us.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

10.12 Independent Advice. 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.

10.13 Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be achieved. To that end, this Agreement is declared severable.

10.14 Voluntary Waiver of Provisions. The CRA may, in its sole and absolute discretion, waive any requirement of Developer contained in this Agreement.

10.15 Compliance with Laws. In its performance under this Agreement, Developer shall comply with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations.

10.16 Survival. The provisions of this Agreement regarding public records, indemnity, and waiver shall survive the expiration or termination of this Agreement and remain in full force and effect.

10.17 Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent and for so long as such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, pandemics, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority, or the other Party. Events of Force Majeure shall extend the period for the performance of the

obligations for a period equal to the period(s) of any such delay(s). All terms contained herein shall be subject to Force Majeure.

10.18 Computation of Time. Any reference herein to time periods which are not measured in Business Days and that are less than six (6) days shall not include Saturdays, Sundays, and legal holidays in the computation thereof. Any period provided for in this Agreement which ends on a Saturday, Sunday, or legal holiday shall extend to 5 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 computation thereof. For purposes of this Agreement, Business Days shall mean Monday through Friday but shall exclude state and federal holidays.

10.19 Effective Date. This Agreement will become effective upon the date and time the last party executes this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

(signature of witness)

ARTURO S. HEVIA

(printed name of witness)

15697 SW 53 ST

MIRAMAR, FLA. 33027

(address of witness)

(signature of witness)

M. YESENIA RODRIGUEZ

(printed name of witness)

2705 SW 187 AVE

MIRAMAR FL 33029

(address of witness)

BB NORTH LLC, a Delaware limited liability company

By: _____

Print Name: Manuel Mato

Title: President

STATE OF FLORIDA
COUNTY OF MIAMI DADE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, appeared before me by ⊗ physical presence or ○ online notarization this 06 day of JANUARY, 2024, 2025 by MANUEL MATO, as PRESIDENT of BB NORTH LLC, a Delaware limited liability company, who is ⊗ personally known to me or ○ produced _____ as identification.

(SEAL)

Notary Public State of Florida
Maria Yesenia Rodriguez
My Commission HH 512959
Expires 4/7/2026

Notary Public, State of FLORIDA

M. YESENIA RODRIGUEZ

My Commission Expires:

Name of Notary Typed, Printed or Stamped

WITNESSES:

Vicki Curfman
(signature of witness)
Vicki Curfman
(printed name of witness)
100 E. Ocean Ave, 4th Floor
Boynton Beach, FL 33435
(address of witness)

(signature of witness)
Theresa Otterback
(printed name of witness)

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____ 1/7/2025
Print Name: Ty Persenga
Title: BBCRA Board Chair

100 E Ocean Avenue 4th floor
Boynton Beach FL 33435
(address of witness)

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, appeared before me by ☒ physical presence or ○ online notarization this 7 day of JANUARY, 2025, by TY PENSERGA, as BOARD CHAIR of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, who is ☒ personally known to me or ○ produced _____ as identification.

(SEAL)

BONNIE NICKLIEN
Notary Public-State of Florida
Commission # HH 87189
My Commission Expires
May 25,2025

Notary Public, State of Florida

My Commission Expires:

BONNIE NICKLIEN
Name of Notary Typed, Printed or Stamped

EXHIBIT A

The City of Boynton Beach

Development Department
Planning & Zoning Division
100 E Ocean Ave
Boynton Beach, Florida 33426
(P): 561-742-6260
www.boynton-beach.org

September 27, 2023

Bradley Miller, AICP
Urban Design Studio
610 Clematis Street
West Palm Beach, FL 33401

Re: **Villages at East Ocean (North)**
South side of Boynton Beach Boulevard to Ocean Avenue between the F.E.C Railroad and NE 3rd Street
MMPM 22-004 & MMSP 22-035

Dear Bradley:

The City has reviewed your Minor Site Plan Modification application (MMPM 22-004 & MMSP 22-035) date-stamped January 16, 2023, requesting administrative review and approval of modifications to the original site plan, including:

- Reconfiguration of the building footprint;
- Changes to the dwelling unit mix;
- Relocation of the clubhouse spaces;
- Reduction of the commercial space;
- Addition of live/work units; and
- Minor changes to the parking garage façade.

Please be informed that the proposed changes depicted on the revised set of plans date-stamped January 16, 2023 are "minor" as defined within the Land Development Regulations, Chapter 2 - Site Plan Review. This project may continue to be processed by the Building Division as a permit application, subject to the following conditions:

Planning and Zoning

1. An approved Sign Program will be required for the project and prior to approval of any type of sign permit.
2. Relocate the existing overhead powerlines on Boynton Beach Blvd to be underground.
3. The pedestrian path adjacent to the railroad shall allow free public access from Ocean Avenue to Boynton Beach Boulevard along the east side of the project and to the public space noted on the plans.
4. The proposed sidewalks shall consist of Holland-Stone pavers, red/charcoal color mix 2 by Paver Systems, Inc., or equal, laid in a 4 S herringbone pattern to continue the current design elements in place along Federal Highway.
5. Revise the Landscape Plan (L-3) to indicate a minimum of 4-inch caliper for all trees, with the exception of the proposed Orange Geiger signature trees.

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6. If possible, relocate the proposed signature trees closer to the entry drive.
7. At time of Building Permit, all drawings should depict the improvements within the right-of-way along the west side of the abutting condominium building, including roadway, sidewalk, light poles, landscaping, etc., in order to continue the proposed streetscape design from Boynton Beach Boulevard south to Ocean Avenue.
8. All Conditions of Approval associated with the initial approval of MSPM 17-003 must be addressed prior to permitting.

Engineering

9. Prior to the issuance of any building permits, the applicant shall obtain the final plat approval and the Land Development Permit (LDP) from the Engineering Division. The final plat shall conform to the corresponding approved master plan.
10. Obtain and submit a copy of all permits from outside agencies such as Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD), Lake Worth Drainage District (LWDD), Florida Department of Environmental Protection (FDEP), Palm Beach County Health Department (PBCHD), Palm Beach County Engineering Department (PBCED), Palm Beach County Department of Environmental Resource Management (PBCDERM) and any others, shall be provided.
11. On-street parking shall be setback from intersections a minimum of fifty (50) feet measured from R/W of intersecting roadway.
12. All street lighting shall conform with the latest standard FPL light poles (as provided by City staff) and overhead lines relocated underground.
13. The developer shall underground all existing overhead lines within and adjacent to the subject project. Easements shall be coordinated with requisite utility authorities and shall be provided for the installation of underground utilities or relocating existing facilities in conformance with the respective utility authority's rules and regulations. The developer shall be responsible for the necessary cost and other arrangements needed to underground the utilities with each of the persons, firms, or corporations furnishing utility service involved.
14. Where a five (5)-foot sidewalk is not provided within the public R/W, a sidewalk easement along and adjacent to the R/W shall be dedicated to the City to encompass a minimum five (5)-foot wide public walk. Indicate sidewalk easements on plans and sections.
15. Per LDR Ch. 2. Art. III. Sec.5, final plans shall conform with the Engineering Design Handbook and Construction Standards and Chapter 4 of the Land Development Regulations.
16. In accordance with the City's engineering design requirements for a major driveway (>2000 trips per day), plans shall include the following dimensions: a minimum one hundred (100) foot distance from the street right-of-way line to any interior service drive or parking space, a minimum ingress lane fourteen (14) foot wide, a minimum egress lane twelve (12)-foot wide, and a minimum forty (40) foot radii.

Development Department
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17. Prior to the issuance of any building permit, the applicant shall submit and obtain a Land Development Permit for all Utility and Infrastructure requirements of the 2010 LDR Ch. 4 Art. VIII. also known as "City Required Improvements".
18. Per the provided TPS Letter, construct a southbound left turn lane on NE 3rd Street at the project's main drive and dedicate a roadway easement to accommodate said left turn lane.
19. The ADA parking space located adjacent to the trash room shall provide five (5)-foot accessible route clear of doors. All off-street parking shall meet the 2010 LDR, Chapter 4, Article VI.
20. All plans shall be in accordance with and reference the latest City details.
21. Revise Auto-turn plan to label the compactor location and include full maneuverability into and out of the service area to access the compactor.
22. Please note that changes or revisions to these plans may generate additional comments. Acceptance of these plans during the DART (Development Application Review Team) process does not ensure that additional comments may not be generated at time of permit review.

Utilities

23. The existing 6-inch DIP water main on E. Boynton Beach shall be replaced along the property line by a twelve (12)-inch C-900 PVC pipe to provide adequate pressure and flow for the project. We understand that a note has been added to the plans to indicating the water main replacement, but the twelve (12)-inch C-900 PVC main shall be shown on the water and sewer plans.
24. The fire hydrant branch along the east side of the building is approximately 310 linear feet, which exceeds the allowable distance for a fire hydrant branch. The City agrees with the applicant's request to install a water main along the east property line. However, rather than being privately owned, the City will take ownership of the on-site water main system once it is put in service within a dedicated utility easement.
25. The existing twelve (12)-inch gravity sewer main on NE 3rd Street is vitrified clay pipe (VCP) and shall be lined utilizing cured-in-place pipe (CIPP) methods.
26. At the time of permitting, provide detailed engineering calculations for the wastewater flow for the project and proposed connection points to the existing sanitary sewer system. The capacity in the sanitary sewer system and existing pipe sizes shall be considered to determine if the project can be served by gravity sewer or if a lift station will be required.
27. For better water quality, Utilities does not allow dead end in the water main system. The applicant is required to extend the section of the water main on E Ocean Avenue along the east property line of the Villages South.
28. The project is required to meet the SFWMD 25-year 72 hr. design storm pre-post peak flow requirements and SFWMD onsite treatment requirements (1.0 inches or runoff from the for 2.5 inches of rainfall). Additionally, no direct connection is allowed from the 580 linear feet of drainage system on NE 3rd Street. Exfiltration trenches shall be provided on NE 3rd Street

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and a control structure is needed before connecting to the City storm sewer system on E Ocean Avenue.

Fire

29. Provide a Fire Department access gate near the fire hydrant located near the bike storage and railroad tracks on the east side. Fire hydrants shall not be more than twelve (12) feet from Fire Department access roads. NFPA 1- 18.2.2; 18.5.1.5
30. Fire hydrants shall not be more than twelve (12) feet from Fire Department access roads. NFPA 1- 18.5.1.6

Police

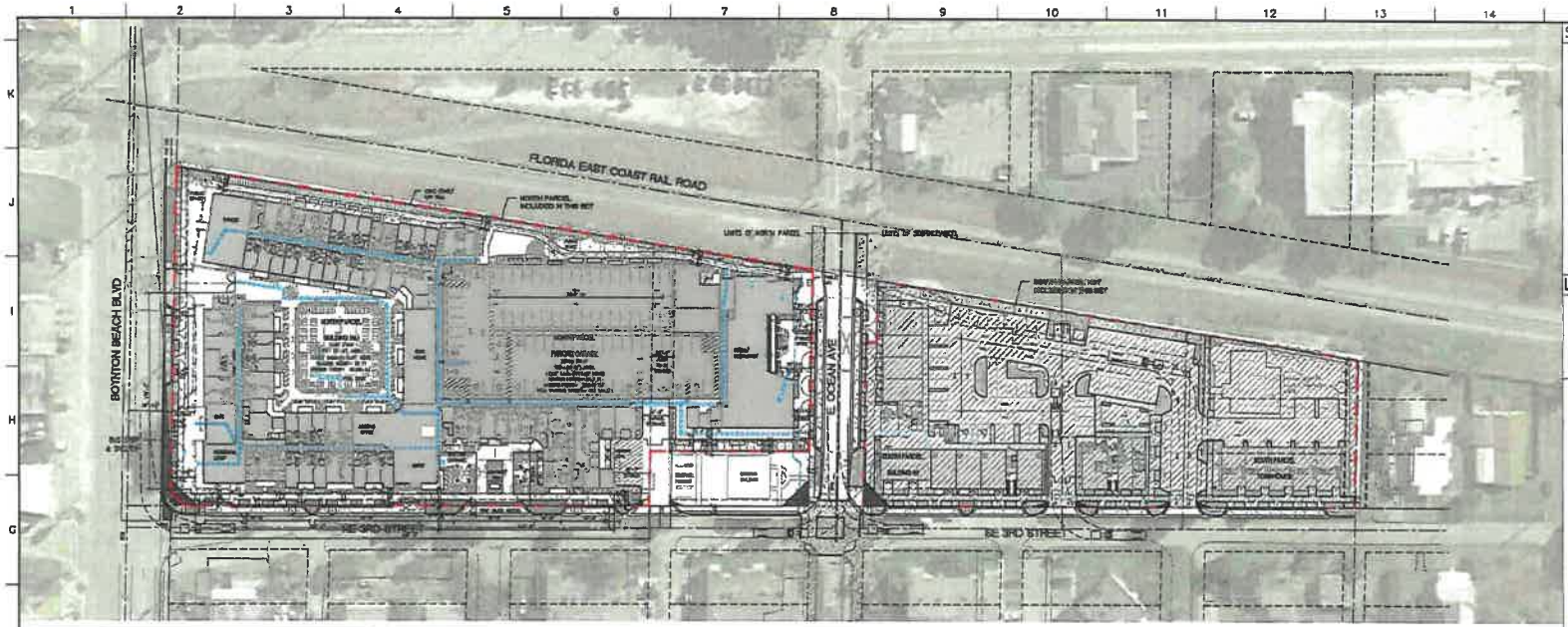
31. Consider installing and maintaining security cameras in the parking garage, bike storage room and public hallways/ rooms.
32. Pedestrian accommodations need (separate from the handicap access aisle) to be accommodated near the garage entrance/exit to avoid conflict with vehicular traffic. Handicap access aisles cannot be used. Revise all documents for consistency.
33. Clearly define the accessible route from the Garage to the Public Sidewalk on NE 3rd Street.

Public Art

35. The applicant must coordinate with the Public Arts Manager to establish the appropriate location and type of the required public art.
36. Commission a sculpture for the southeast corner of the site as depicted on the approved Site Plan (AS1.11).

Should you have any questions or concerns, you may contact the Planning & Zoning Division at 561-742-6260.

Sincerely,
Amanda B. Radigan, AICP
Planning and Zoning Director



SITE NOTES

1. THIS PROJECT SHALL BE EQUIPPED WITH FIRE ALARM, FIRE SPRINKLER, FIRE PUMP AND STANDPIPES AS REQUIRED BY THE F.B.C.
2. BUILDINGS, STRUCTURES AND PARTS THEREOF SHALL BE DESIGNED TO WITHSTAND THE MINIMUM WIND LOADS OF 170 MPH, WIND FORCES ON EVERY BUILDING OR STRUCTURE SHALL BE DETERMINED BY THE PROVISIONS OF ASCE 7 AND THE PROVISIONS OF 2014 F.B.C., SECTION 1609 (WIND LOADS).
3. BUILDINGS THREE-STORIES OR HIGHER SHALL BE EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM PER F.S. 553.895. FIRE PROTECTION PLANS AND HYDRAULIC CALCULATIONS SHALL BE INCLUDED WITH THE BUILDING PLANS AT THE TIME OF PERMIT APPLICATION AND SHALL COMPLY WITH CHAPTER 9 OF THE 2014 F.B.C.
4. THE PROPOSED FINISH FLOOR ELEVATION 14.5' NGVD IS ABOVE THE HIGHEST 100-YEAR BASE FLOOD ELEVATION APPLICABLE TO THE BUILDING SITE, AS DETERMINED BY THE SFWMD'S SURFACE WATER MANAGEMENT CONSTRUCTION DEVELOPMENT REGULATIONS.
5. ALL PLANS SUBMITTED FOR PERMITTING SHALL MEET THE CITY'S CODES AND THE APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF PERMIT APPLICATION.

LEGEND

- ACCESSIBLE ROUTE (TO COMPLY WITH THE 2014 F.B.C. ACCESSIBILITY).
- BR BICYCLE RACK
- B BENCH
- T TRASH RECEPTACLE

MASTER SITE PLAN DATA

PROJECT DESCRIPTION	NORTH PARCEL - THE VILLAGES AT EAST OCEAN AVENUE, BOYNTON BEACH, FL 33435
PROJECT LOCATION	BOYNTON BEACH, FL SITE ADDRESS - 405 EAST OCEAN AVENUE BOYNTON BEACH, FL 33435
FLOOD ZONE	X (BCC 0062 H0078 F) Flooding
FINISH FLOOR ELEVATION	14.5' Feet/FLS 57 NGVD +2'-0"
PCN NUMBERS	08 43 45 34 04 000 0040 08 43 45 34 04 062 0040 08 43 45 28 03 062 0010 08 43 45 28 03 062 0110 08 43 45 28 03 062 0085 08 43 45 28 03 062 0070 08 43 45 28 03 062 0060 08 43 45 28 03 025 0061 08 43 45 28 03 025 0180 08 43 45 28 03 025 0077 08 43 45 28 03 025 0080
EXISTING ZONING	MU-CORE
PROPOSED ZONING	MU-CORE
EXISTING USE	MOBILE HOME PARK
PROPOSED USE	MIXED USE
EXISTING FUTURE LAND USE	MIXED USE EAST
PROPOSED FUTURE LAND USE	MIXED USE EAST
USE AND OCCUPANCY	RESIDENTIAL R-2
TYPE OF CONSTRUCTION	TYPE III
LOT AREA	1,377 acres / 59,987 SF / 1.51

GROSS AREA CALCULATION

LEVEL	BUILDING No.1	PARKING GARAGE
FIRST LEVEL	49,605 S.F.	30,943 S.F.
SECOND LEVEL	56,672 S.F.	38,753 S.F.
THIRD LEVEL	56,672 S.F.	38,753 S.F.
FOURTH LEVEL	56,672 S.F.	38,753 S.F.
FIFTH LEVEL	54,836 S.F.	38,753 S.F.
SIXTH LEVEL	49,134 S.F.	38,753 S.F.
SEVENTH LEVEL	47,298 S.F.	17,438 S.F.
EIGHTH LEVEL	36,138 S.F.	
RESTAURANT	3,445 S.F.	
RETAIL	2,946 S.F.	
SUBTOTAL	419,877 S.F.	302,117 S.F.
TOTAL GROSS AREA		721,994 S.F.

UNIT MIX SUMMARY

No. OF BED/BATH	TOTAL NUMBER OF UNITS	%
ONE WORK	2	2%
1 BED / 1 BATH	113	59%
2 BED / 2 BATH	58	30%
3 BED / 2 BATH	18	9%
LOFT / 3 BD	1	1%
TOTAL	192	100%

DEVELOPMENT REGULATION

DEVELOPMENT REGULATION	CODE SECTION	DISTRICT			
			MIN. REQUIRED		20 FT
			MAX. ALLOWED (1)		150 FT
			PROPOSED		84 FEET
STRUCTURE HEIGHT (FT)	CHAPTER 3, ARTICLE III, SEC. 5, C. 1 (TABLE 3-21)	MU-CORE	(1) REDUCED TO 125 FT WHERE PROPERTY ABUTS ANY MU-X OR RESIDENTIAL ZONING DISTRICT NOT SEPARATED BY A RIGHT OF WAY		
DENSITY	CHAPTER 3, ARTICLE III, SEC. 5, C. 2 (TABLE 3-21)	MU-CORE	MAX. ALLOWED (1)		40 UNITS/ACRE
			REQUESTED		39.19 UNITS/ACRE
			(1) MAY BE INCREASED UP TO 25% (ADDITIONAL 28 UNITS) OVER THE MAXIMUM DENSITY ALLOWED IN THE UNDERLYING ZONING DISTRICT		
FAR	CHAPTER 3, ARTICLE III, SEC. 5, C. 1 (TABLE 3-21)	MU-CORE		RATIO	AREA
			MAX. PERMITTED	4.0	1,488,484 S.F.
			MAX. REQUIRED	2.0	744,242 S.F.
			PROPOSED	2.01	419,877 S.F.
BUILD-TO-LINE	CHAPTER 3, ARTICLE III, SEC. 5, C. 1 (STREET 3-21)	MU-CORE	MIN. REQUIRED	FRONT	0 FT
				REAR	0 FT
				INTERIOR SIDE	0 FT
PEDESTRIAN ZONE		MU-CORE	MIN. REQUIRED		165 FT
OPEN SPACE	CHAPTER 3, ARTICLE III, SEC. 5, C. 1 (TABLE 3-21)	MU-CORE	MIN. REQUIRED	PERCENT	AREA
				25%	104,748 SQ. FT.
			PROPOSED	15%	63,899 S.F.
PERIMETER LANDSCAPE	CHAPTER 6, ARTICLE II, SEC.4	MU-CORE	MIN. REQUIRED		5 FT
			PROPOSED		5 FT
OFF-STREET LOADING	CHAPTER 4, ARTICLE VI, SEC.3,	MU-CORE	MIN. 12'-0" x 35'-0" (14' HEIGHT CLEAR)		2 SPACES
ENCROACHMENTS	PER CHAPTER 6 OF THE LDR'S DESIGN STANDARDS	MU-CORE		MAX. ALLOWED	PROPOSED
			MIDDLE LAKES	5 FT	5 FT
			BALCONIES	4 FT	4 FT
			AWNINGS	5 FT	5 FT
PEDESTRIAN AND BICYCLIST AMENITIES	PER CHAPTER 6, ARTICLE III, SEC. 9 (TABLE 6-10)	DWELLING, MULTI-FAMILY (3+ UNITS)	REQUIRED		
			BICYCLE RACKS	1 PER 10 DWELLING UNITS (OF AREA - (2))	
			BENCHES	1 PER 20 DWELLING UNITS (OF AREA - (2))	
			TRASH RECEPTACLES	1 PER 20 DWELLING UNITS (OF AREA - (2))	
			PROVIDED		
			BICYCLE RACKS		2
			BENCHES		10

UNIT BREAKDOWN BUILDING 1 MU-CORE (8 STORIES)

No. OF BED/BATH	UNIT TYPE	UNIT AREA (S.F.)	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	5TH FLOOR	6TH FLOOR	7TH FLOOR	8TH FLOOR	TOTAL UNITS
LOFT WORK	LOFT AREA	2,139.67	2	0	0	0	0	0	0	0	2
	WORK AREA	1,155.27	0	0	0	0	0	0	0	0	
	SUB-TOTAL		2	0	0	0	0	0	0	0	2
1 BED / 1 BATH	TYPE B1	2,139.67	0	1	1	1	1	1	1	0	6
	TYPE B2	749.79	2	2	2	2	2	2	2	0	14
	TYPE B3	749.79	7	12	12	12	11	11	10	0	82
	TYPE B4	1,257.96	0	1	1	1	1	0	0	0	4
	TYPE B5.1	655.76	1	1	1	1	1	1	1	1	8
	SUB-TOTAL		10	17	17	17	15	15	13	1	116
2 BED / 2 BATH	TYPE C1	1,386.75	7	13	15	15	12	12	12	0	103
	TYPE C2	1,153.32	3	2	2	2	2	2	2	0	15
	TYPE C3	1,168.75	0	1	1	1	1	0	0	0	4
	TYPE C4	1,188.45	2	2	2	2	2	2	2	0	16
	TYPE C5	1,967.10	1	2	2	2	2	2	1	0	13
	TYPE C6	1,295.91	0	1	1	1	1	1	1	1	7
	TYPE C7	1,339.89	1	1	1	1	1	1	1	0	8
	TYPE C8	1,744.46	2	2	2	2	2	2	2	0	13
	TYPE C9	1,501.75	2	3	3	3	3	3	3	1	21
	SUB-TOTAL		18	29	29	29	26	25	24	2	202
3 BED / 2 BATH	TYPE D1	2,342.84	0	1	1	1	1	1	1	1	7
	TYPE D2	1,418.96	0	1	1	1	0	0	0	0	4
	SUB-TOTAL		0	2	2	2	1	1	1	1	11
LOFT 3 BED	TYPE E1	928.34	0	0	0	0	1	1	1	1	10
	TYPE E2	838.26	0	0	0	0	1	0	0	0	1
	TYPE E3	988.69	0	0	0	0	1	0	0	0	1
	SUB-TOTAL		0	0	0	0	3	1	1	1	12
TOTAL			30	48	48	48	45	42	39	6	192

PARKING REQUIRED

	TYPE OF UNIT	ARTICLE V, SEC. 1, D AMOUNT OF UNITS	SPACES PER UNIT	TOTAL SPACES
BUILDING No.1	1/W - 1 BEDROOM (TYPE A)	2	1 PER 2 UNITS	1
	1 BEDROOM (TYPE B)	110	AT 1.33 SPACES	230
	2 BEDROOM (TYPE C)	202	AT 1.66 SPACES	336
	3 BEDROOM (TYPE D)	18	AT 1.66 SPACES	17
	LOFT/3 BED (TYPE E)	9	AT 1.66 SPACES	1
	GUEST PARKING	256	AT 0.15 SPACES	51
			TOTAL RESIDENTIAL	666
	RETAIL USE	4,548 S.F.	1 PER 200 S.F.	24
	RESTAURANT USE	3,445 S.F.	1 PER 2.5 SEATS - NO SEATS OVER 1 PER 100	29
			SUB-TOTAL NON-RESIDENTIAL	53
	5% PARKING REDUCTION FOR NON-RESIDENTIAL/MIXING PER ARTICLE V, SEC 2, A			4
	TOTAL NON-RESIDENTIAL			49
	TOTAL PARKING REQUIRED			715
	MIN. HANDICAP REQUIRED - 2% OF TOTAL PARKING PER TABLE			15
	MIN. # OF VAN SPACES REQUIRED			15

PARKING PROVIDED

BUILDING No.1 - PARKING GARAGE			
LEVEL	STANDARD PARKING 9'-0" x 18'-0"	HANDICAP PARKING (12'-0" x 18'-0")	TOTAL PARKING PER FLOOR
1ST FLOOR	92	11	93
2ND FLOOR	101	0	101
3RD FLOOR	101	0	101
4TH FLOOR	101	0	101
5TH FLOOR	101	0	101
6TH FLOOR	101	0	101
7TH FLOOR	53	0	53
SUB-TOTAL	649	13	651
SURFACE PARKING	STANDARD PARKING 9'-0" x 18'-0"	HANDICAP PARKING (12'-0" x 18'-0")	TOTAL PARKING
	13	2	15
TOTAL PARKING	662	15	676
OFF STREET LOADING			PER ARTICLE V, SEC. 2
	MIN. 12'-0" x 35'-0" CLR. HEIGHT		2 SPACES

1 MASTER SITE PLAN

AS1.10 SCALE: 1"=50'-0"

TRUE NORTH

SPA
RE-SUBMITTAL
01/13/2023

RLC

BIM_VILLAGES AT EAST OCEAN
NORTH PARCEL
405 E.OCEAN AVENUE
BOYNTON BEACH, FL 33435

REVISIONS

Drawing Title
MASTER SITE PLAN

Scale AS NOTED
Project No. 21185.00
Plot Date 01/13/2023

Principal:
Project Director:
Project Manager:
Drafted by: DLC
Checked by:

Sheet No.
AS1.10

EXHIBIT B

Edgewater Capital Investments

March 13, 2024

Boynton Beach Community Redevelopment Agency
Timothy Tack, Acting Executive Director
100 E. Ocean Ave
Boynton Beach, FL 33435

Re: BB North LLC Tax Increment Revenue Financing Agreement

Please accept this letter as BB North LLC's ("BB North") application for a Tax Increment Revenue Financing Agreement ("TIRFA"). BB North is the owner of +/-3.37 acres located at 405 E Ocean Avenue in the city of Boynton Beach, Florida. BB North purchased the property in May of 2022 from the previous owner who had obtained site plan approval for a mixed-use project with 336 residential units, retail on the ground floor and a structured parking garage in 2017. BB North worked within the confines of the city code to make various changes to the site plan through a minor modification (as modified the "Project"). BB North was able to increase the amount of open space, increasing the size of various plazas and a linear park along the railroad right of way. The Project now includes 668 total parking spaces, approximately 8,000 sq ft of retail and restaurant space, two plazas and a linear park along the railroad right of way that acts as a crucial pedestrian connection between Boynton Beach Blvd. and Ocean Avenue. After listening to the concern of residents and city commissioners, BB north is also dedicating 120 parking spaces on the first floors of the garage for public use, helping to alleviate the lack of parking spaces in the city's downtown.

The Project will provide substantial economic benefits to the City of Boynton Beach including $31,000,000 in CRA TIF revenues measured through FY 2041, averaging $1,850,000 annually, supporting 1,600 temporary construction jobs spread out over a period of 24-26 months for general contractor, sub-contractors, and professional service vendors, supporting 175 permanent jobs after project completion, including apartment management, building maintenance, parking management and restaurant employment. Other benefits include non-ad valorem revenue for the City and County, including $1,300,000 for a one-time City building permit fees, $2,900,000 for one-time County impact fees, and $1,375,000 annual city revenues for utility and franchise fees. Intangible revenue producing benefits include the attraction of people to the Project and its parks, including the innovative linear dog walking park along the edge of the FEC railway, and the 120 public parking spaces in the Project for visitors and those wishing to attend events in the downtown and those seeking Boynton Beach's excellent existing and future dining facilities in the area.

Public Open Spaces

The Project consists of 21,890 square feet of open space which has been thoughtfully designed to activate all sides of the Project. On Boynton Beach Blvd there is a colonnade with a café space with outdoor seating. On 3rd avenue there is a public plaza located at the center of the project with lush landscaping and benches. Ocean Avenue features the largest plaza with restaurant space wrapping it on 3 sides, beautiful trellises for pedestrian shading, lush landscaping and seating for various restaurants. Along the railroad right of way the Project incorporates a linear park with a meandering path amongst lush landscaping. Boynton Beach Blvd is currently a dead zone for pedestrian activity and the linear park should help bring pedestrian traffic to Boynton Beach Blvd and vice versa.

In addition to the Project's existing open space, an affiliate of BB North purchased a dilapidated building on the corner of Ocean Avenue and 3rd street that had accumulated various violations and was an eyesore for city residents. That building has been demolished and BB North's affiliate will be incorporating it into

the project by building a large public plaza with mature trees and space for a rotating kinetic sculpture exhibit for the city's sculptures. Another affiliate of BB North's, BB South, LLC, would also agree to donate the building located at 306 SE 1st Ave. to the City, CRA or other nonprofit entity of the city or CRA's choice (the "Recipient") provided the Recipient relocates the building, at its expense, to another parcel and such donation does not delay construction of the Project and occurs within 6 months of the approval of this request.

Parking

BB North has met with various stakeholders and a consistent message has been the need for public parking. Currently there are very few parking spaces in the city's downtown making it difficult for existing businesses to attract customers and hindering the area's potential. BB North diligently studied the parking garage and during the minor modification process was able to add more spaces. The garage currently has 668 spaces, 39 more than is required by code. Furthermore, John Donaldson, a professional traffic engineer, conducted a traffic study for the project and determined that due to its downtown location, walkability and mix of uses, only 459 spaces would be needed to serve the residential portion of the project. Per the city's code, 59 spaces are required for the commercial portions of the project, leaving 150 spaces more than what is required by the project from a practical standpoint. Instead of having many spaces sit empty and to help alleviate the downtown parking situation, BB North is proposing to provide 120 public parking spaces within the Project's garage.

The 120 public parking spaces provide a value to the city of $6,600,000 based on the city's TIF agreement with Affiliated Residential for the project at 115 N Federal Highway. BB North or its successors or assigns would be responsible for managing the spaces and would retain any revenue from parking meters to help cover maintenance and management.

Retail

To help activate Boynton Beach Blvd., BB North will be providing approximately 1,000 square feet plus outdoor seating for a neighborhood coffee shop. BB North will provide this space at 50% of the market price, plus NNN expenses, to a local coffee shop operator for a period of 15 years. This coffee shop will also have access to the inside of the building through one of the Project's lobbies helping to give the coffee shop a built-in clientele of residents. This is in addition to the retail being provided on Ocean Ave which is expected to be leased to multiple restaurants and will help draw more foot traffic to the area.

Enhanced Infrastructure

As part of the Project BB North will upgrade city infrastructure above the level required by code including roadway improvements to Boynton Beach Blvd., 3rd St and Ocean Avenue, drainage improvements on 3rd street, replacement of a 6" watermain on Boynton Beach Blvd with a 12" watermain and an extension of the watermain on Ocean Avenue. The costs associated with this infrastructure work are $794,773 and are detailed in the attached cost estimate provided by Ballbe & Associates.

Summary

Multifamily projects are currently facing various headwinds making it very difficult to pencil out a deal. Construction costs have increased over 50% from pre-covid levels, insurance costs have almost doubled, impact fees have drastically increased, and operating expenses continue to rise. On top of this, the federal funds rate has gone up from .05% in April 2022 to 5.33% in January 2024 and banks, if they are lending at all, are requiring substantially more equity.

Edgewater Capital Investments

The Project is currently on its second round of permitting and is the furthest along of any major development in Boynton Beach. We are literally on the final stretch, but we cannot get there without the City's partnership. We are asking that the city provide us with **$12,500,000** to bridge the gap and help us break ground on this great project which we hope will help kick off the revitalization of Ocean Avenue.

BB North's project provides the following public benefits:

- 120 Public Parking Spaces	$6,600,000
- Public Open Spaces	$1,930,000
- Corner parcel plaza/park	$1,150,000
- Coffee shop subsidy	$225,000
- Enhanced Infrastructure	$794,773
- **Total Value of Public Benefits**	**$10,699,773**
- Future CRA Annual Tax Revenues	$31,000,000
- **Total Benefits to CRA/City**	**$41,699,733**

Total TIRFA Request	**$12,500,000**

BB North has not sought any other incentives, dedications or land from the CRA or the City and, provided the TIRFA is approved, is ready, willing, and able to execute the Project as soon as the city issues the building permit.

Thank you for your consideration.

Sincerely,

Manny Mato

Principal of Edgewater Capital Investments

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

DATE: **February 20, 2024**

PROJECT NAME:
THE VILLAGES AT EAST OCEAN (NORTH PARCEL)

PROJECT NUMBER:
202122

ENGINEER'S COST ESTIMATE FOR THE FOLLOWING PUBLIC IMPROVEMENTS:

- **#2** **Public access pedestrian path adjacent to railroad from Ocean Ave. to Boynton Beach Blvd.**
- **#4** **Right-of-way improvements to N.E. 3rd Street, including roadway, sidewalks, light poles, landscaping, drainage, water and sewer from Boynton Beach Boulevard south to Ocean Avenue**
- **#5** **Replace 6" DIP water main on E. Boynton Beach Blvd with a 12" C-900 PVC water main**
- **#6** **Line existing 12" gravity sewer main on N.E. 3rd Street which is vetrified clay pipe (VCP)**
- **#7** **Extend section of water main on Oceant Avenue along the the east property line of the Villages South**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	#2 Pedestrian Path:				
#2	Clearing and grubbing	1	AC	$10,000	$10,000
#2	Cut and fill earthwork	1,000	C.Y.	$15	$15,000
#2	12" Stabilized subgrade	420	S.Y.	$5	$2,100
#2	2" Gravel	1	C.Y.	$1,500	$1,500
	Sub-total #2 =				*$28,600*
#4	*Roadway N.E. 3rd Street:*				
	Demolition	1	L.S.	$75,000	$75,000
	12" Stabilized subgrade LBR40	1,400	S.Y.	$5	$7,000
	10" Limerock base LBR 100	1,150	S.Y.	$15	$17,250
	2" Asphalt SP-9.5	1,150	S.Y.	$20	$23,000
	Mill existing asphalt (1" avg. thickness)	1,150	S.Y.	$3	$3,450
	Resurface asphalt SP-9.5 (1" avg. thichness)	1,150	S.Y.	$10	$11,500
	Valley gutter	460	L.F.	$18	$8,280
	Type "F" curb and gutter	135	L.F.	$18	$2,430
	ADA Handicap ramps	2	EA.	$800	$1,600
	Pavement markings and signage	1	L.S.	$10,000	$10,000

#4	*Roadway Boynton Beach Blvd:*				
	Demolition	1	L.S.	$10,000	$10,000
	Mill existing asphalt (1" avg. thickness)	475	S.Y.	$3	$1,425
	Resurface asphalt SP-9.5 (1" avg. thichness)	475	S.Y.	$10	$4,750
	Type "F" curb and gutter	345	L.F.	$18	$6,210
	ADA Handicap ramps	1	EA.	$800	$800
	Pavement markings and signage	1	L.S.	$2,500	$2,500
#4	*Roadway Ocean Avenue:*				
	Demolition	1	L.S.	$15,000	$15,000
	12" Stabilized subgrade LBR40	275	S.Y.	$5	$1,375
	10" Limerock base LBR 100	175	S.Y.	$15	$2,625
	Pavers for parking	175	S.Y.	$90	$15,750
	Mill existing asphalt (1" avg. thickness)	700	S.Y.	$3	$2,100
	Resurface asphalt SP-9.5 (1" avg. thichness)	700	S.Y.	$10	$7,000
	Valley gutter	295	L.F.	$18	$5,310
	Type "F" curb and gutter	435	L.F.	$18	$7,830
	ADA Handicap ramps	2	EA.	$800	$1,600
	Pavement markings and signage	1	L.S.	$5,000	$5,000
	Sub-total Roadway #4 =				*$248,785*
#4	*Drainage N.E. 3rd Street*				
	Type "C" Inlet	4	EA.	$4,000	$16,000
	Type "D" Inlet	1	EA.	$6,000	$6,000
	6' Dia. Manhole	5	EA.	$7,000	$35,000
	Construct 5' Dia. Manhole over ex. Drainage	1	EA.	$10,000	$10,000
	18" R.C.P.	160	L.F.	$40	$6,400
	Exfiltration trench	480	L.F.	$150	$72,000

	Drainage Boynton Beach Blvd:				
	Remove and replace inlet top	1	L.S.	$3,500	$3,500
	Sub-total Drainage #4 =				*$148,900*
#5	*Replace water main Boynton Beach Blvd:*				
	Remove ex. 6" water main	325	L.F.	$20	$6,500
	Install 12" PVC water main	325	L.F.	$130	$42,250
	Pavement restoration	1	EA.	$50,000	$50,000
	Sub-total Water #5 =				*$98,750*
#6	*Line existing sewer main N.E. 3rd Street:*	825	L.F.	$150	*$123,750*
#7	*Extend water main Ocean Avenue and South Parcel*				
	8" Tapping Sleve	2	EA.	$15,000	$30,000
	Install 12" PVC water main	450	L.F.	$110	$49,500
	Pavement restoration	1	EA.	$50,000	$50,000
	Sub-total Water #7 =				*$129,500*
	Sub-Total Amount =				***$555,785***
	Testing Geotech			3%	$16,674
	Survey Layout and Asbuilts			5%	$27,789
	Design / Permitting /Inspections / Final Certification			15%	$83,368
	Mobilization			5%	$27,789
	Maintenance of Traffic MOT			5%	$27,789
	Contingencies			10%	$55,579
	TOTAL AMOUNT =				***$794,773***

EXHIBIT C

LEGAL DESCRIPTION

PARCEL A

Lot 2, Block 2, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the North one- half of the 20 foot alley lying South thereof abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL B

Lots 3 and 4, Block 2, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the North one-half of the 20 foot alley lying South thereof abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL C

Lots 5 and 6, Block 2, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the North one-half of the 20 foot alley lying South thereof abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL D

Lot 7, Block 2, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the North one- half of the 20 foot alley lying South thereof abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida. LESS those lands conveyed to the State of Florida, for the use and benefit of the State Road Department of Florida, by the Special Warranty Deed recorded in O.R. Book 1324, Page 13 of the public records of Palm Beach County, Florida.

PARCEL E

Lots 8, 9 and 10, Block 2, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the South one-half of the 20 foot alley lying North of said Lots 8, 9 and 10, and together with that part of the North one-half of N.E. 1st Avenue lying South of said Lots 8, 9 and 10, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL F

Lots 11, 12 and 13, Block 2, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the South one-half of the 20 foot alley lying North of said Lots 11, 12 and 13, and together with that part of the North one-half of N.E. 1st Avenue lying South of said Lots 11, 12 and 13, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL G

Lots 2 and 3, Block 5, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the North one-half of the 20 foot alley lying South of said Lots 2 and 3, and together with that part of the South one-half of N.E. 1st Avenue lying North of said Lots 2 and 3, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL H

Lots 4, 5 and 6, Block 5, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the North one-half of the 20 foot alley lying South of said Lots 4, 5 and 6, and together with that part of the South one-half of N.E. 1st Avenue lying North of said Lots 4, 5 and 6, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

AND

The East 30 feet of Lot 9 and Lots 10 and 11, Block 5, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the South one-half of the 20 foot alley lying North of said East 30 feet of Lot 9 and Lots 10 and 11 abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL I

Lots 8 and 9, LESS the East 30 feet, Block 5, Town of Boynton, 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 1, Page 23, together with that part of the South one-half of the 20 foot alley lying North of said Lots 8 and 9, less the East 30 feet, abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida recorded in O.R. Book 30293, Page 1088 of the public records Palm Beach County, Florida.

1st ANNUAL TIRFA PERFORMANCE REPORT

To: Boynton Beach Community Redevelopment Agency

Developer: Time Equities Inc. (TEI)

Project Name: Boynton Beach Town Square, South Parcel

Date of Original TIRFA Agmt: May 20, 2025

Due Date for 1st Annual Report: May 19, 2026

Submission Date of Report: May 1, 2026

We are pleased to submit our 1st annual TIRFA Performance Report.

As you will see below, we have clipped in the "Developer Obligations" from the TIRFA agreement, along with a brief status update on each. We believe that we are in compliance with the terms of the TIRFA Agreement, as well as with the terms of our Development Agreement, Master Plan and Site Plans.

As always, we're happy to discuss any of the items below in further detail as needed by the CRA. We look forward to our continued strong working relationship and to building residential components of Town Square.

TAX INCREMENT REVENUE FUNDING AGREEMENT – SOUTH PARCEL

This Tax Increment Revenue Funding Agreement – South Parcel (hereinafter "Agreement") entered into as of the 20th day of May, 2025 (the "Effective Date"), by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter referred to as "CRA"), with a business address of 100 E. Ocean Avenue, Fourth Floor, Boynton Beach, Florida 33435,

Section 3. Developer's Obligations and Covenants.

3.1. As a condition of the provision of the Pledged Project Increment Revenue as provided herein, Developer agrees as follows:

3.1.1. Date for Commencement of Construction. The South Phase Commencement of Construction must occur by October 1, 2026.

STATUS UPDATE: We currently anticipate commencing construction on the South Parcel in July or August of 2026 - in advance of October 1, 2026, the required date under the TIFRA contract. To that end, we have received our LDP and Plat letters of technical compliance as well as our Building Permit Ready letter from the City of Boynton Beach. We are conducting pre-construction activities and are coordinating closely with City staff in preparation for the commencement of construction.

3.1.2. The South Phase shall conform to the applicable Site Plan as depicted in Exhibit B and:

a. Prior to Completion of Construction, Developer shall accomplish all of Developer's Obligations that are attributable to the South Phase or are to be completed as part of the South Phase.

STATUS UPDATE: Understood. On target.

b. Upon Commencement of Construction of the South Phase, Developer shall host a groundbreaking ceremony, and upon receipt of the Certificate of Occupancy for the South Phase, the Developer shall host a ribbon-cutting ceremony. The CRA will be in attendance at this ceremony and Developer shall coordinate planning of the ceremony with the CRA.

STATUS UPDATE: We are already in contact with the CRA to begin organizing the project Groundbreaking Ceremony, which will hopefully take place at the site in July or August 2026.

c. Developer shall perform its obligations under the City Agreements and pursuant to the Master Plan and Site Plans.

STATUS UPDATE: We are in compliance with all City Agreements – including the TIRFA and Developer Agreement as well as with the approved Master Plan and Site Plans for the project.

3.1.3. Prior to and during the construction of the South Phase, the Developer shall make Good Faith Efforts to accomplish the following:

a. Hire a job placement consultant during the construction period of this Agreement (the "Job Placement Consultant") charged with locating persons seeking temporary or permanent job positions associated with the South Phase, providing available employment information to qualified candidates and coordinating with the Community Outreach Partner on behalf of the Developer;

STATUS UPDATE: With guidance from the CRA, TEI has engaged Career Source Palm Beach County (Michael Corbit) to serve as either (or both) the Job Placement Consultant and the Community Outreach Partner for the Project. Together with the

CRA and KAST Construction, TEI is diligently preparing the team for the local hiring initiative, which will take place during the construction process. We can report that so far, two subcontractors from Boynton Beach have been hired for the project.

b. Host a job fair within the CRA in conformance with specific reasonable requirements promulgated by the CRA, provided that such job fair will be on a single day, will not exceed three (3) consecutive hours in total, and occur at a location reasonably determined by the CRA (the "Job Fair") with CRA's reasonable cooperation;

STATUS UPDATE: Understood. We have begun conversations with the CRA and Career Source PBC as to the right location and timing for the Job Fair. Assuming construction commences in July/August, we believe that November/December 2026 might be an optimal time for the for the Job Fair.

c. When reasonably feasible (noting the importance of Developer's budget considerations and the need to hire the most sophisticated and experienced contractors and consultants due to the complexity of the Project), to give priority to contractors that are Locally Owned Small Businesses to participate in the construction of the South Phase;

STATUS UPDATE: Understood. These considerations have been (and will continue to be) communicated to KAST and the subcontractors.

d. Subject to the considerations in subsection c. above, use Good Faith Efforts to provide a list of job positions and descriptions to the Job Placement Consultant and the Community Outreach Partner and Job Placement Consultant to use Good Faith Efforts to give priority to qualified job applicants referred by the Community Outreach Partner and/or Job Placement Consultant to participate in the construction of the South Phase;

STATUS UPDATE: Understood. We are working with KAST, subcontractors and Career Source PBC to prepare an initial list of any open positions for the project. Per Career Source PBC, any open positions (including all details) will first be posted to the Employ Florida website. From there, Career Source PBC and the CRA will develop a plan to advertise/promote these open positions within the Boynton Beach Community, including at the Job Fair.

e. Coordinate with the Job Placement Consultant and Community Outreach Partner to offer permanent job positions resulting from the South Phase to qualified City residents; and

STATUS UPDATE: Understood. This cannot take place until after completion of construction.

f. Developer will use Good Faith Efforts to work with the CRA to complete two 90-minute educational forums for the community. The objective of the forums is to give community members an opportunity to learn about the construction and design industry, including industry job types, what qualifications/experience is needed for each job, how to get started in relevant industries, and similar topics. The educational forums will be held during the construction process of the South Parcel. Developer will work with CRA to identify locations for the events and to publicize the events to students and young adults. Developer will participate and lead the discussion and make good faith efforts to get members of its design and construction teams to participate. The educational forums will allow industry participants ask questions and may include opportunities for resume review or other individualized instruction.

STATUS UPDATE: Understood. We anticipate doing one educational forum in the spring of 2027, and the second in the spring of 2028. It may be more interesting and effective if we can do construction tours as a part of the forum.

3.1.4. The Developer shall, for a period of 10 years (commencing on the effective date of a lease entered into under this Section 3.1.4 and ending 10 years thereafter or as provided for in Section 3.1.4.d below [the "DLBS End Date"]), lease the Designated Local Business Space to one or more Locally Owned Small Businesses consistent with the following:

a. Upon completion of the South Phase, Developer shall notify the CRA in writing who will then have 4 months from the date of delivery of such notice (the "Marketing Period") to market the Designated Local Business Space and present qualified Locally Owned Small Businesses to the Developer for approval as a tenant. Developer shall use Good Faith Efforts to cooperate with the CRA and the CRA's marketing efforts, and shall not unreasonably disapprove of any Locally Owned Small Businesses presented. All Locally Owned Small Businesses will be subject to Developer approval of credit, financial, and background checks; business plan evaluation; and overall use compatibility. Developer will take into consideration the discounted rent described below as part of its evaluation of credit and financial acceptability. As examples but not as a limitation, compatible uses for the Designated Local Business Space include businesses selling goods and services related to food, coffee, fashion products, beauty supplies, health/wellness, wine, and design/furniture. If any proposed Locally Owned Small Business fails to respond to correspondence from Developer for a period of more than 20 days following delivery of such correspondence, or if negotiations for a lease fail to result in an executed lease after 45 days of negotiation, Developer may reject such Locally Owned Small Business as a tenant and move on to negotiate with a different Locally Owned Small Business.

b. Except as provided herein, all other terms of the lease(s) for the Designated Local Business Space shall be on terms reasonably equivalent to Developer's other leases within the South Phase, including tenant contributions to space buildouts; tenant payment of utilities, trash, cleaning, and cleaning expenses; tenant's share of building operating expenses; default provisions; and Developer's remedies as landlord.

c. Developer shall contribute to the first lessee of any Designated Local Business Space $50/Square Foot towards its retail space buildout, for a total of $50,000 within the South Phase. At lessee's option, this funding may be put towards additional rent credit.

STATUS UPDATE: The Obligations under section 3.1.4 above relate to leasing a certain amount of retail space to Locally Owned Small Businesses. This process will commence after completion of construction.

3.1.6. Developer shall achieve Completion of Construction for the South Phase within 6 years of Commencement of Construction for such Phase, subject to tolling of time for Events of Force Majeure.

STATUS UPDATE: Understood. Currently the KAST project schedule anticipates completion of construction to take 26 months from the commencement of construction, which timeline would be faster than the six years that are provided for under the TIRFA agreement.

3.1.7. Developer will create a timelapse video for the purpose of showcasing the construction of the site and building. The final deliverable shall be a minimum of 4K (Ultra HD) resolution at 30 fps in mp4 video file format. A failure to provide the video as set forth in this section shall not be deemed a default that subjects this Agreement to termination.

STATUS UPDATE: We are coordinating this in advance of starting construction. KAST will conduct weekly or biweekly drone aerial photos of the construction progress. At the end of construction, we will process the photos into a timelapse video for the CRA.

Section 4. Annual Performance Report. Commencing one year from the Effective Date and continuing until such time as the Agreement is terminated, Developer shall annually provide the CRA with a report ("Annual Performance Report") for the South Phase indicating the status of Developer's compliance with the requirements of this Agreement and evidencing that Developer has paid all real property taxes for the South Parcel for the preceding year. Each Annual Performance Report after the first Annual Performance Report must be submitted to the CRA no later than the last day of April for the preceding year. In addition, Developer shall present an annual status report at a CRA Board meeting upon request.

STATUS UPDATE: This first Annual Performance Report is hereby filed timely and satisfies our reporting obligation under Section 4. Per the clip below, the 2025 real estate taxes for the South Parcels have been paid, with statement reflecting paid taxes and zero balance due.

Payment History

Bill Year	Bill Number	Last Paid	Paid By	Receipt Number	Amount Paid
2025	101650209	11/18/25	BOYNTON BEACH TOWN CENTER	B26.224787	$219,447.77

Account Information

Property Control Number:
08-43-45-28-48-007-0020
Mailing Address:
55 5TH AVE FL 15
New York, Ny 10003-4398
Owner of Record:
BOYNTON BEACH TOWN CENTER

Property Type:
Real Property
Property Address:
120 SE 1ST AVE
BOYNTON BEACH, FL 33435
Second Owner:
BOYNTON BEACH TOWN CENTER

Status: Active
Legal Description:
BOYNTON BEACH TOWN SQUARE SLY 268.35 FT OF PAR 7

Last updated: 4/27/2026 05:11:16 PM

Real Estate Property Taxes become delinquent on April 1 each year.
Delinquent Real Estate Property Tax cannot be paid online.
Visit our Payment Options page to **view delinquent tax payment options.**

Interest and associated costs for delinquent taxes are determined by the date payment is received to the Tax Collector.
A minimum charge of 3% is collected on delinquent tax bills. Interest accrues at up to 1.5% per month (18% annually).

Tax Bills

Add Tax Bills to the cart then select cart icon ( ) above to checkout.

Total Payable: $0.00

Recently Paid Bills

TAX INCREMENT REVENUE FUNDING AGREEMENT – SOUTH PARCEL

This Tax Increment Revenue Funding Agreement – South Parcel (hereinafter "Agreement") entered into as of the 20th day of May, 2025 (the "Effective Date"), by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter referred to as "CRA"), with a business address of 100 E. Ocean Avenue, Fourth Floor, Boynton Beach, Florida 33435,

and

Boynton Beach Town Center Apartments I LLC, Boynton Beach Town Center Apartments II LLC, Boynton Beach Town Center Apartments III LLC, Boynton Beach Town Center Apartments IV LLC, Boynton Beach Town Center Apartments V LLC, Boynton Beach Town Center Apartments VI LLC, Boynton Beach Town Center Apartments VII LLC, Boynton Beach Town Center Apartments VIII LLC and Boynton Beach Town Center Apartments IX LLC, each a Florida limited liability company, as tenants in common, with a business address of 55 Fifth Avenue, 15th Floor, New York, NY 10003 (hereinafter referred to together as "Developer").

RECITALS

WHEREAS, Developer owns two (2) properties, which are currently vacant/undeveloped, described as follows:

a. That certain real property located at 100/117/130 E. Boynton Beach Boulevard, which is depicted in the City's Master Plan Master Plan MMPM 2024.01.2070 (a copy of which is attached hereto as Exhibit "A"; the "Master Plan") as "Phase 3" (the "North Parcel"); and
b. That certain real property located at 120 SE 1st Avenue, which is depicted in the Master Plan as "Phase 2" (the "South Parcel"; the North Parcel and the South Parcel are each sometimes referred to separately as a "Parcel" and together as the "Properties"); and

WHEREAS, Developer owns the Properties outright on a fee simple basis and has no affirmative obligation to develop the Properties; and

WHEREAS, Developer is a party to the following agreements with the City of Boynton Beach, Florida ("City") concerning the contemplated phased future development of the Properties (together, the "City Agreements"):

a. Development Agreement recorded May 2, 2023 in Official Records Book 34275, Page 663 of the Public Records of Palm Beach County, Florida (the "Development Agreement"),
b. Parking Lease Agreement [South Garage] recorded May 16, 2023 in Official Records Book 34305, Page 914 of the Public Records of Palm Beach County, Florida, as amended by Amendment dated March, 2025 (together, the "South Garage Lease"); and
c. Parking Lease Agreement [North Garage] recorded May 16, 2023 in Official Records Book 34305, Page 960 of the Public Records of Palm Beach County, Florida as amended by Amendment dated March, 2025 (together, the "North Garage Lease").

WHEREAS, pursuant and subject to the terms and conditions of the City Agreements, Developer and City have contemplated development of a project (the "Project") involving construction

of a new mixed-use development on the North Parcel/Phase 3 (the "North Phase") and construction of a new mixed-use development on the South Parcel/Phase 2 (the "South Phase"; each, a "Phase"), each to contain improvements including multifamily residential units, retail and parking garage (for each Phase, the "Improvements") as depicted in those certain site plans for each of the North Phase and South Phase which have been duly voted on and approved in accordance with all applicable laws, codes and ordinances, copies of which are attached hereto as Exhibit "B" (together, the "Site Plans"); and

WHEREAS, the North Phase and the South Phase are both considered part of a single Project; provided, however, that the obligations under this Agreement and that Tax Increment Revenue Funding Agreement for the North Phase (the "North Agreement") are separate and distinct, subject to their particular terms and conditions, and neither is contingent or dependent on the other except as may be expressly provided in this Agreement and/or the North Agreement; and

WHEREAS, among other Improvements, the Site Plans and the City Agreements contemplate construction of two (2) parking garages on each of the North Phase and South Phase (the "Parking Garages"), which, once constructed, will include a total of approximately 473 parking spaces that will be leased to the City under 100 year leases (at $0.00/year rent), pursuant to the terms and conditions of the City Agreements and the Site Plans; and

WHEREAS, pursuant to the City Agreements and as contemplated herein, the Project would provide a number of required and enhanced benefits for the public and the City, including the following (collectively, the "Developer's Obligations," and subject, where applicable, to the terms and conditions of the City Agreements):

a. The 473 parking spaces for the benefit of the City as described above including 100% revenue share to City for metered spaces, 224 of which will be completed in the South Phase;
b. Contribution to the City's Public Art Fund of $1,000,000, $500,000 of which is attributable to the South Phase and will be paid prior to the Completion of Construction of the South Phase;
c. Contribution to City's payment-in-lieu Workforce Housing Program of $4,484,720, $2,242,360 of which is attributable to the South Phase and will be paid prior to the Completion of Construction of the South Phase;
d. Funding of public restrooms at Town Square, which is attributable to the South Phase and will be paid prior to the Completion of Construction of the South Phase;
e. 23,500 SF of retail space, 6,000 of which will be completed in the South Phase;
f. 1,000 square feet of which retail space shall be leased as Designated Local Business Space, as further defined below;
g. 898 Residential Units, 465 of which will be completed in the South Phase; and
h. Streetscape/infrastructure improvements; and

WHEREAS, it is anticipated that the South Parcel will contribute substantial incremental real estate taxes; substantial associated economic growth, local investment and job creation to the surrounding community; and

WHEREAS, the City Agreements provide certain benefits to Developer for the development of the Project in accordance with the Master Plan and City Agreements; and

WHEREAS, the CRA received the Developer's application for tax increment funding; and

WHEREAS, the CRA hired Abramson & Associates ("CRA Financial Analyst") to review Developer's application for TIF Funding and funding gap analysis; and

WHEREAS, CRA Financial Analyst prepared a report dated December 20, 2024, (the "Fiscal Analysis", a copy of which is attached hereto as Exhibit "C") estimating that the Project currently faces an economic shortfall of $35,200,000, (the "Fiscal Gap") which Fiscal Gap is an aggregate of a shortfall of $20,000,000 for the South Phase and a shortfall of $15,200,000 for the North Phase, as further detailed in the Fiscal Analysis; and

WHEREAS, Developer has confirmed that the Project is not viable for construction without funding to close the Fiscal Gap; and

WHEREAS, in light of the Fiscal Gap and the findings in the Fiscal Analysis, the CRA has confirmed that Tax Increment Revenue Funding ("TIF Funding") to fund the Fiscal Gap is necessary to allow the Project to be economically viable; and

WHEREAS, Developer has the knowledge, ability, skill, and resources to effectuate the construction and development of the Project; and

WHEREAS, the CRA has determined that providing TIF Funding for the Project will further the goals and objectives of the CRA Plan; and

WHEREAS, the CRA was duly formed and approved pursuant to the requirements of Florida Statutes Sec. 163.356 and, as formed, is currently due to "sunset" in year 2044; and

WHEREAS, in consideration of the foregoing, at a duly noticed meeting of the CRA held and voted upon in conformance with all applicable governing laws, the CRA approved TIF Funding for the benefit of the Project in the amount of $20,000,000 for the South Phase and $15,200,000 for the North Phase, as more particularly set forth herein;

WHEREAS, the CRA and Developer have agreed that there will be two (2) agreements in place, with one agreement governing TIF Funding for the South Parcel and one agreement governing TIF Funding for the North Parcel; and

WHEREAS, this Agreement shall govern TIF Funding for the South Parcel only; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties hereby acknowledge, the Parties agree as follows:

Section 1. **Recitals.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.

Section 2. **Definitions.** As used in this Agreement, the following terms shall have the following meanings, which shall apply to words in both the singular and plural forms of such words:

2.1. **"Base Year"** for determining Tax Increment Revenue from the South Phase shall be the year prior to the year that Commencement of Construction occurs.

2.2. **"Certificate of Occupancy"** means the certificate issued by the City pursuant to the City of Boynton Beach Building and Zoning Code indicating that a building or structure complies with all applicable City of Boynton Beach Building and Zoning Code

requirements and that the same may be used for the purposes stated therein.

2.3. **"City"** means the City of Boynton Beach, Florida.

2.4. **"Commencement of Construction"** or **"Commence Construction"** means obtaining an official permit in hand for the South Phase and beginning physical construction work on the site to continuously develop such Phase on a consistent basis until Completion of Construction.

2.5. **"Community Outreach Partner"** means the for-profit or non-profit group or organization selected by Developer with whom Developer shall coordinate on the issues and obligations in this Agreement pertaining to employment of City residents and jobs for Locally Owned Small Businesses.

2.6. **"Completion of Construction"** shall mean the date for which the South Phase is complete and a Certificate of Occupancy has been issued for the South Phase by the appropriate governing authority.

2.7. **"Contractor"** means a general contractor, a subcontractor or any other business entering into a contract with the Developer related to the construction of the South Phase or part thereof.

2.8. **"Designated Local Business Space"** means a space within the South Phase of the Project selected by Developer and leased to a Locally Owned Small Businesses, at a rental rate equal to no more than 50% of the market rental rate for the term of the lease (as reasonably established by Developer upon the completion of the South Phase).

2.9. **"Good Faith Effort"** is considered to have been made when the respective parties have used reasonable means to comply with the associated directives and/or provisions set forth in this Agreement.

2.10. **"Locally Owned Small Business"** means any business that is wholly owned by individuals who reside in the City. If a business is owned by a corporation, then the corporation must be wholly owned by individuals who reside in the City. If the business is owned by a partnership or limited liability company, then at least 20% of its partners or members must reside in the City.

2.11. **"Pledged Project Increment Revenue"** means an amount calculated by multiplying Tax Increment Revenue from the South Phase by an agreed upon percentage factor as provided for in this Agreement.

2.12. **"Tax Increment Revenue"** shall mean the amount deposited in the Redevelopment Trust Fund for the Boynton Beach Community Redevelopment Area, pursuant to Florida Statutes, Section 163.387, that is attributable to the Project.

Section 3. Developer's Obligations and Covenants.

3.1. As a condition of the provision of the Pledged Project Increment Revenue as provided herein, Developer agrees as follows:

3.1.1. **Date for Commencement of Construction.** The South Phase Commencement of

Construction must occur by October 1, 2026.

3.1.2. The South Phase shall conform to the applicable Site Plan as depicted in Exhibit B and:

a. Prior to Completion of Construction, Developer shall accomplish all of Developer's Obligations that are attributable to the South Phase or are to be completed as part of the South Phase.

b. Upon Commencement of Construction of the South Phase, Developer shall host a groundbreaking ceremony, and upon receipt of the Certificate of Occupancy for the South Phase, the Developer shall host a ribbon-cutting ceremony. The CRA will be in attendance at this ceremony and Developer shall coordinate planning of the ceremony with the CRA.

c. Developer shall perform its obligations under the City Agreements and pursuant to the Master Plan and Site Plans.

3.1.3. Prior to and during the construction of the South Phase, the Developer shall make Good Faith Efforts to accomplish the following:

a. Hire a job placement consultant during the construction period of this Agreement (the "Job Placement Consultant") charged with locating persons seeking temporary or permanent job positions associated with the South Phase, providing available employment information to qualified candidates and coordinating with the Community Outreach Partner on behalf of the Developer;

b. Host a job fair within the CRA in conformance with specific reasonable requirements promulgated by the CRA, provided that such job fair will be on a single day, will not exceed three (3) consecutive hours in total, and occur at a location reasonably determined by the CRA (the "Job Fair") with CRA's reasonable cooperation;

c. When reasonably feasible (noting the importance of Developer's budget considerations and the need to hire the most sophisticated and experienced contractors and consultants due to the complexity of the Project), to give priority to contractors that are Locally Owned Small Businesses to participate in the construction of the South Phase;

d. Subject to the considerations in subsection c. above, use Good Faith Efforts to provide a list of job positions and descriptions to the Job Placement Consultant and the Community Outreach Partner and Job Placement Consultant to use Good Faith Efforts to give priority to qualified job applicants referred by the Community Outreach Partner and/or Job Placement Consultant to participate in the construction of the South Phase;

e. Coordinate with the Job Placement Consultant and Community Outreach Partner to offer permanent job positions resulting from the South Phase to qualified City residents; and

f. Developer will use Good Faith Efforts to work with the CRA to complete two 90-minute educational forums for the community. The objective of the forums is to give community members an opportunity to learn about the construction and design industry, including industry job types, what qualifications/experience is needed for each job, how to get started in relevant industries, and similar topics. The educational forums will be held during the construction process of the South Parcel. Developer will work with CRA to identify locations for the events and to publicize the events to students and young adults. Developer will participate and lead the discussion and make good faith efforts

to get members of its design and construction teams to participate. The educational forums will allow industry participants ask questions and may include opportunities for resume review or other individualized instruction.

3.1.4. The Developer shall, for a period of 10 years (commencing on the effective date of a lease entered into under this Section 3.1.4 and ending 10 years thereafter or as provided for in Section 3.1.4.d below [the "DLBS End Date"]), lease the Designated Local Business Space to one or more Locally Owned Small Businesses consistent with the following:

a. Upon completion of the South Phase, Developer shall notify the CRA in writing who will then have 4 months from the date of delivery of such notice (the "Marketing Period") to market the Designated Local Business Space and present qualified Locally Owned Small Businesses to the Developer for approval as a tenant. Developer shall use Good Faith Efforts to cooperate with the CRA and the CRA's marketing efforts, and shall not unreasonably disapprove of any Locally Owned Small Businesses presented. All Locally Owned Small Businesses will be subject to Developer approval of credit, financial, and background checks; business plan evaluation; and overall use compatibility. Developer will take into consideration the discounted rent described below as part of its evaluation of credit and financial acceptability. As examples but not as a limitation, compatible uses for the Designated Local Business Space include businesses selling goods and services related to food, coffee, fashion products, beauty supplies, health/wellness, wine, and design/furniture. If any proposed Locally Owned Small Business fails to respond to correspondence from Developer for a period of more than 20 days following delivery of such correspondence, or if negotiations for a lease fail to result in an executed lease after 45 days of negotiation, Developer may reject such Locally Owned Small Business as a tenant and move on to negotiate with a different Locally Owned Small Business.

b. Except as provided herein, all other terms of the lease(s) for the Designated Local Business Space shall be on terms reasonably equivalent to Developer's other leases within the South Phase, including tenant contributions to space buildouts; tenant payment of utilities, trash, cleaning, and cleaning expenses; tenant's share of building operating expenses; default provisions; and Developer's remedies as landlord.

c. Developer shall contribute to the first lessee of any Designated Local Business Space $50/Square Foot towards its retail space buildout, for a total of $50,000 within the South Phase. At lessee's option, this funding may be put towards additional rent credit.

d. If, after Good Faith Efforts by Developer and the CRA, a qualified Locally Owned Small Business cannot be identified during the Marketing Period, Developer's obligations herein concerning the Designated Local Business Space shall be considered satisfied and Developer is released from any further obligations concerning the Designated Local Business Space. The Marketing Period shall be tolled during the negotiations for any lease, but in no event shall the Marketing Period exceed 8 months total.

e. If at any time prior to the ninth year of the 10-year period ending on the DLBS End Date, the lease for the Designated Local Business Space is terminated, Developer shall notify the CRA and recommence the process to locate a Locally Owned Small Businesses to fill the remainder of the 10-year period, using the same procedures described in this Section 3.1.4 under a new Marketing Period. However, in no event

shall Developer's obligation to lease the Designated Local Business Space to a Locally Owned Small Business extend beyond the DLBS End Date.

3.1.5. The City Agreements may undergo minor modifications without requiring amendment to this Agreement and the modified site plan is substantially similar to the applicable Site Plans. For purposes of this section (1) any modification to the Site Plans that requires approval by the City Commission shall not be considered a minor modification; (2) any modification to the City Agreements that result in modifications to the Developer's Obligations or Improvements shall not be considered a minor modification and (3) any modification that reduces the total number of residential units for the Project by more than 10 from what is depicted on the Site Plan as of the Effective Date of this Agreement shall not be considered a minor modification.

3.1.6. Developer shall achieve Completion of Construction for the South Phase within 6 years of Commencement of Construction for such Phase, subject to tolling of time for Events of Force Majeure.

3.1.7. Developer will create a timelapse video for the purpose of showcasing the construction of the site and building. The final deliverable shall be a minimum of 4K (Ultra HD) resolution at 30 fps in mp4 video file format. A failure to provide the video as set forth in this section shall not be deemed a default that subjects this Agreement to termination.

Section 4. **Annual Performance Report.** Commencing one year from the Effective Date and continuing until such time as the Agreement is terminated, Developer shall annually provide the CRA with a report ("Annual Performance Report") for the South Phase indicating the status of Developer's compliance with the requirements of this Agreement and evidencing that Developer has paid all real property taxes for the South Parcel for the preceding year. Each Annual Performance Report after the first Annual Performance Report must be submitted to the CRA no later than the last day of April for the preceding year. In addition, Developer shall present an annual status report at a CRA Board meeting upon request.

Section 5. **Conditions Precedent to Payment of Pledged Project Increment Revenue.**

5.1. **Conditions Precedent**. The following are conditions precedent to CRA's annual disbursal of and Developer's receipt of any Pledged Project Increment Revenue pursuant to this Agreement:

5.1.1. The Pledged Project Increment Revenue amounts are established as set forth in accordance with the formula in Section 7.1.1 below;

5.1.2. The Developer has achieved timely Completion of Construction for the South Phase, following timely Commencement of Construction, both pursuant to Section 3.1 above;

5.1.3. All elements of the South Phase have been placed on the Tax Roll;

5.1.4. Developer must have timely provided its Annual Performance Report pursuant to Section 4 above;

5.1.5. The Annual Performance Report for the South Phase is received and found to be

sufficient by the CRA (in conformance with the reasonableness standards below), which shall occur as follows: Upon receipt of the Annual Performance Report, at the next available CRA meeting, the CRA shall review the Annual Performance Report for consistency with the requirements in Section 4 above and compliance with all conditions precedent for receiving Pledged Project Increment Revenue for the South Phase. Upon finding such compliance and consistency, CRA shall approve the Annual Performance Report, which finding and approval shall not be unreasonably withheld, delayed or conditioned;

5.1.6. The CRA has received Tax Increment Revenues from Palm Beach County subsequent to the Base Year and Completion of Construction for the South Phase, based on timely payment of the then-current real estate tax bill for the South Parcel by Developer; and

5.1.7. Developer is not in material default of any terms or provisions of this Agreement beyond any applicable notice and cure period. Developer shall not be entitled to receive any Pledged Project Increment Revenue payments for such calendar year if the Developer is in material default of any term of this Agreement and has failed to cure the default within the notice and cure period provided Section 9 below after required notice of such default has been so delivered. There is no obligation by the CRA to disburse the Pledged Project Increment Revenue during any period in which Developer is in default beyond any applicable notice and cure period or during any cure period.

Section 6. Certification.

6.1. Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1 of this Agreement; (a) by reasonably demonstrating that the obligations under this Agreement and the City Agreements have been timely complied with (or are not yet required to occur); and (b) by reasonably demonstrating that Commencement of Construction of the South Phase has timely occurred (or is not yet required to occur).

6.2. Developer shall certify in its Annual Performance Report that it has made Good Faith Efforts to meet its obligation under Section 3.1.3 of this Agreement which shall be demonstrated by including the following in the Annual Performance Report:

6.2.1. Confirmation that it has hired and utilized the Job Placement Consultant and a report of the Job Placement Consultant's activities during construction of the Project in the Annual Performance Report;

6.2.2. Reasonable demonstration that it held the Job Fair.

6.2.3. A report on coordination within the Community Outreach Partner, efforts to utilize Locally Owned Small Businesses, and following issuance of the Certificate of Occupancy for the South Phase, efforts to offer permanent job positions resulting from the project to qualified City residents.

Section 7. CRA'S Obligations and Covenants.

7.1. Payment of Pledged Project Increment Revenue.

7.1.1. **Formula for Payment of Pledged Project Increment Revenue.** The total Pledged Project Increment Revenue to be paid to Developer for the South Phase pursuant to this Agreement shall not exceed Twenty Million Dollars ($20,000,000) (the "South Phase TIR Cap") and shall be calculated based on the following formula: the annual amount of Pledged Project Increment Revenue equal to ninety-five percent (95%) of the Tax Increment Revenue for the South Phase each year, not to exceed, in the aggregate, the South Phase TIR Cap.

7.1.2. **Payment of Pledged Project Increment Revenue.** Subject to satisfaction of those conditions precedent in Section 5.1 above, as soon as practicable after the CRA receives the Tax Increment Revenue for the South Phase each year, the CRA shall pledge and assign, and shall cause to be paid, to Developer pursuant to the terms of this Agreement, the Pledged Project Increment Revenue pursuant to the above formula in this Section 7.1.1, commencing on the last day of the year.

7.2. **No Prior Pledge of Pledged Project Increment Revenues.** The CRA warrants and represents that the Pledged Project Increment Revenues are not the subject of any prior pledge by the CRA and agrees that such revenues shall not be assigned, pledged, hypothecated or secured by the CRA for the period covered by the term of this Agreement.

7.3. **Form of Payment.** Payment shall be in the form of a CRA check made payable to the Developer or via wire transfer, at Developer's election. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Developer, either wholly or in part, and no payment shall be construed to relieve Developer of obligations under this Agreement or to be an acceptance of faulty or incomplete rendition of obligations of Developer under this Agreement.

7.4. **Expiration of the CRA.** In the event the CRA expires prior to Developer having received disbursement of the Pledged Project Increment Revenues for up to the South Phase TIR Cap, any remaining unfunded balance shall expire and this Agreement shall automatically terminate and all obligations hereunder shall be null and void.

Section 8. **Notice and Contact.** Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested. The use of electronic communication is not considered as providing proper notice pursuant to this Agreement, except from time to time the Parties may, through electronic communication, designate the proper recipient for receipt of notices pursuant to this Agreement.

If to CRA, such notice shall be addressed to:

Timothy Tack, Acting Executive Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, Florida 33435

With a copy to:

Kathryn B. Rossmell, Esq.
Lewis, Longman & Walker, P.A.
360 South Rosemary Avenue
Suite 1100
West Palm Beach, Florida 33401

If to Developer, such notice shall be addressed to:

Mr. Robert Singer
Time Equities, Inc.
55 Fifth Avenue, 15th Floor,
New York, NY 10003

With a copy to:

Bonnie Miskel, Esq.
Miskel Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

Section 9. Default.

9.1. The failure of Developer to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. The CRA shall deliver written notice to the Developer of such failure in accordance with Section 8 above, in which case, the Developer shall have thirty (30) days after receipt of said notice from the CRA to cure such default. Notwithstanding anything to the contrary herein, if such violation or failure will reasonably require longer than thirty (30) days to cure, and so long as the Developer begins and continuously prosecutes the curing of the same to completion with due diligence, the Developer shall have such additional time as reasonably necessary to remedy such failure of violation. If Developer fails to cure the default as provided herein, the CRA may terminate this Agreement and all obligations for payment of Pledged Project Increment Revenue to Developer shall cease and the CRA may seek all rights and remedies available at law or in equity (including, without limitation, the right to seek specific performance). Notwithstanding anything herein to the contrary, it is understood by the parties that Developer's performance under this Agreement does not impact the City Agreements, to which the CRA is not a party, such that it is the intent of the parties that an uncured default or failure to meet any condition by Developer hereunder shall not constitute a default or failure of any condition under any of the City Agreements.

9.2. Notwithstanding any other provision of this Agreement,

9.2.1. The CRA shall not have the right to seek specific performance to require Developer to construct the Project or any Phase thereof, and

9.3. The failure of CRA to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. The Developer shall deliver written notice to the CRA of such failure in accordance with Section 8 above, in which case,

the CRA shall have thirty (30) days after receipt of said notice from the Developer to cure such default. If CRA fails to cure the default as provided herein, the Developer may terminate this Agreement and Developer may seek all rights and remedies available at law or in equity (including, without limitation, the right to seek specific performance).

Section 10. Termination. Unless earlier terminated pursuant to the terms herein, this Agreement shall automatically terminate upon the earlier of (a) last disbursement of Pledged Project Increment Revenue to Developer for the South Phase; (b) failure to timely Commence Construction for the South Phase as required in Section 3.1 above following notice and opportunity to cure under Section 9 above; or (c) expiration of the CRA as provided in Section 7.4 above. Either Party may elect to terminate this Agreement after expiration of the applicable notice and cure period, and otherwise subject to Section 9 above, by providing 45 days written notice to the other Party upon one or more of the following occurrences:

10.1. The default of either Party, if such default is not cured (following delivery of required notice) within the time period described in Section 9 above; or

10.2. The Parties enter into a mutually agreed upon, written Addendum, the effect of which is to terminate this Agreement.

10.3. Notwithstanding any other provision in this Agreement, the CRA shall not have the right to terminate this Agreement for failure to provide the Annual Performance Report unless Developer fails to provide such report for two separate years.

10.3.1. The parties agree and understand that this limitation on termination shall not impact Section 5.1.7 and that Developer is not eligible to receive Pledged Project Increment Revenues for any year in which Developer not provided the Annual Performance Report.

Section 11. Miscellaneous Provisions.

11.1. Waiver. The CRA shall not be responsible for any property damages or personal injury sustained by Developer from any cause whatsoever related to the development of the South Phase, whether such damage or injury occurs before, during, or after the construction of the South Phase or the term of this Agreement. Developer 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 Developer. **This waiver, discharge, and release specifically include negligence by the CRA, its agents, or its employees, to the fullest extent the law allows.**

11.2. Indemnification. Developer shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense (including attorney's fees and costs through all levels of appeal) 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 this Agreement or the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of Developer or the South Phase. 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. This section shall not be construed to require Developer to indemnify the CRA for the CRA's own 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.

11.3. **Assignment.** This Agreement may only be assigned by the Developer to record owners of the South Parcel with the prior written consent of the CRA, which consent shall not be unreasonably withheld, delayed or conditioned, provided, however, that any assignee hereto shall specifically assume all of the obligations of and benefits to the Developer under this Agreement.

11.4. **Successors and Assigns.** The Developer binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the Developer.

11.5. **No Discrimination.** Developer shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

11.6. **No Partnership, Etc.** Developer 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 Developer is an independent contractor and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance under this Agreement.

11.7. **Public Records:** The CRA is a public agency subject to Chapter 119, Florida Statutes. Developer shall comply with Florida's Public Records Law. Specifically, the Developer shall:

11.7.1. Keep and maintain public records required by the CRA to perform the public services provided for in this Agreement;

11.7.2. 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 this chapter or as otherwise provided by law.

11.7.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Developer does not transfer the records to the CRA.

11.7.4. Upon completion of this Agreement, transfer, at no cost, to the CRA all public records in possession of Developer or keep and maintain public records required by the CRA to perform the service. If Developer transfers all public records to the public agency upon completion of this Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer 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.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 100 East Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435; or TackT@bbfl.us.

11.8. 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.

11.9. 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.

11.10. 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.

11.11. 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.

11.12. **Independent Advice.** 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.

11.13. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be achieved. To that end, this Agreement is declared severable.

11.14. **Voluntary Waiver of Provisions.** The CRA may, in its sole and absolute discretion, waive any requirement of Developer contained in this Agreement.

11.15. **Compliance with Laws.** In its performance under this Agreement, Developer shall comply with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations.

11.16. **Survival.** The provisions of this Agreement regarding public records, indemnity, and waiver shall survive the expiration or termination of this Agreement and remain in full force and effect.

11.17. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent and for so long as such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, pandemics, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority, or the other Party ("Events of Force Majure"). Events of Force Majeure shall extend the period for the performance of the obligations for a period equal to the period(s) of any such delay(s). All terms contained herein shall be subject to Force Majeure.

11.18. **Computation of Time**. Any reference herein to time periods which are not measured in Business Days and that are less than six (6) days shall not include Saturdays, Sundays, and legal holidays in the computation thereof. Any period provided for in this Agreement which ends on a Saturday, Sunday, or legal holiday shall extend to 5 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 computation thereof. For purposes of this Agreement, Business Days shall mean Monday through Friday but shall exclude state and federal holidays.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

Boynton Beach Town Center Apartments I LLC;
Boynton Beach Town Center Apartments II LLC;
Boynton Beach Town Center Apartments III LLC;
Boynton Beach Town Center Apartments IV LLC;
Boynton Beach Town Center Apartments V LLC;
Boynton Beach Town Center Apartments VI LLC;
Boynton Beach Town Center Apartments VII LLC;
Boynton Beach Town Center Apartments VIII LLC;
and Boynton Beach Town Center Apartments IX LLC

(signature of witness)
Emily Sappol
(printed name of witness)
51 Greenwich Ave Apt 2
New York, NY 10014
(address of witness)

By: _____
Print Name: Robert Kanter
Title: Co-manager

(signature of witness)
Scott Klatsky
(printed name of witness)
55 5th Ave 15th Fl
NY NY 10003
(address of witness)

STATE OF New York

COUNTY OF New York

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, appeared before me by ⊗ physical presence or ○ online notarization this 20th day of May, 2025, by Robert Kanter, as Co-manager of Boynton Beach Town Center Apartments I LLC; Boynton Beach Town Center Apartments II LLC; Boynton Beach Town Center Apartments III LLC; Boynton Beach Town Center Apartments IV LLC; Boynton Beach Town Center Apartments V LLC; Boynton Beach Town Center Apartments VI LLC; Boynton Beach Town Center Apartments VII LLC; Boynton Beach Town Center Apartments VIII LLC; and Boynton Beach Town Center Apartments IX LLC., Florida corporations, who is ⊗ personally known to me or ○ produced _____ as identification.

(SEAL)

_____
Notary Public, State of New York

Cristina Mejia
Name of Notary Typed, Printed or Stamped

My Commission Expires: 09/06/2026

CRISTINA MEJIA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ME6439947
Qualified in Queens County
Commission Expires 09/06/2026

WITNESSES:

Vicki Curfman
(signature of witness)

Vicki Curfman
(printed name of witness)

100 E. Ocean Ave, 4th Floor
Boynton Beach, FL 33435
(address of witness)

(signature of witness)

Jobara Jenkins
(printed name of witness)

100 E Ocean Ave 4th fl
Boynton Bch, FL 33435
(address of witness)

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____

Print Name: Rebecca Shelton

Title: CRA Board Chair

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, appeared before me by ◉ physical presence or ○ online notarization this 19th day of May, 2025 by Rebecca Shelton, as CRA Chair of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, who is ◉ personally known to me or ○ produced _____ as identification.

(SEAL)

Notary Public, State of Florida

Theresa Utterback
Name of Notary Typed, Printed or Stamped

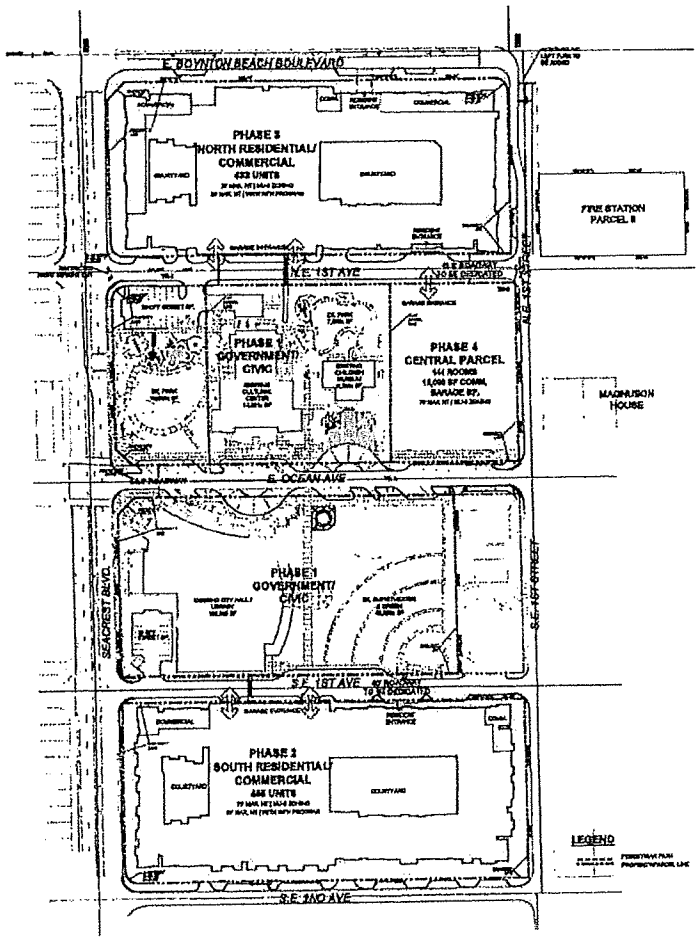
My Commission Expires:

THERESA UTTERBACK
MY COMMISSION # HH 221288
EXPIRES: February 5, 2026



EXHIBIT "A"
MASTER PLAN
[SEE ATTACHED]

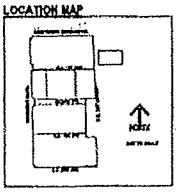
EXHIBIT A



DEVELOPMENT TEAM

APPLICANT/ DEVELOPER:	TAB EQUITIES, INC 30 RR AVENUE, 19th FLOOR SUITE 304 NEW YORK, NY 10020	SURVEYOR:	CALLFIELD & WHEELER, PC. 7205 GLADES RD., STE. 100 BOCA RATON, FL 33434 (561) 368-1201
PLANNER:	URBAN DESIGN STUDIO 518 CLEMATIS STREET, STE. C102 WEST PALM BEACH, FL 33401 (561) 366-1100	TRAFFIC/ CIVIL/ ENGINEER:	KIMLEY-HORN 1920 PALM AVE, Suite 304 VERO BEACH, FL 32960 (772) 778-9950
ARCHITECT:	MILA MONTECITO 2000 S.W. 1st COURT I SUITE 1113 MIAMI, FLORIDA 33 186 (305) 733-0611	LANDSCAPE ARCHITECT:	ARCHITECTURAL ALLIANCE LANDSCAPE 512 SW 4th AVE FORT LAUDERDALE, FL 33315 (954) 761-4454

LOCATION MAP



SITE DATA

PROJECT PHASE	1 - DOWNTOWN	2 - SOUTH RESIDENTIAL ZONE	3 and 7 RESIDENTIAL ZONE	4 - CENTRAL MIXED ZONE
ZONING				
GROSS SITE AREA				
NET SITE AREA				
MAX. DENSITY (DU/AC)				
MAX. BUILDING HEIGHT				

PROJECT SUMMARY

PARCEL NAME	PHASE #	PARCEL AREA (AC)	PARCEL AREA (SF)	PROPOSED	MAX. BUILDING AREA SF*	FAR	# APPROVED RES. / COMMERCIAL (SF)
GOVERNMENT/ CIVIC	1	1.88	81,974		135,000 (FAR: 1.65)*	0.44	
SOUTH RESIDENTIAL	3	3.93	171,091	433 MULTI-UNITS	600,000	3.50	6,000
NORTH RESIDENTIAL	2	4.01	169,431	448 MULTI-UNITS	626,641	3.70	18,000
CENTRAL - INTERSECTION	4	3.11	135,500	144 ROOMS	144,501	3.34	13,000
GROSS AREA		12.93	557,996		504,142		55,194
DEDICATION		1.93	84,142				
NET SITE PROJECT AREA		11.00	479,854				

USABLE OPEN SPACE CALCULATION

GROSS SITE AREA	12.93 AC	
5 REQUIRED PER SITE PLAN	6.465 AC (10% OF NET AREA PERMITTED TO TAKE 3-4, CHAP. 3, ART. 5, SEC. 5, PAR. 5 HO AND 5th BONUS NOW)	
ASSUMED AVERAGE	7.8 AC	WIDTH: 0'
PROVIDED ACREAGE (IN PH 1)	1.67 AC	WIDTH: 0'

NOTES

1) THE MASTER PLAN PROPERTY BOUNDARIES, TOTAL LOT AND PARCEL AREAS ARE BASED ON THE RECORDED PLAT (PB 107 PAGES 1-4, EXCLUDING PARCEL 5 (FIRE STATION #3) AND ROAD RIGHT OF WAY SPACE).

2) THE NUMBER OF PROPOSED UNITS AND BUILDING HEIGHT ARE BASED ON PHASED PLAN IN WORKFORCE HOUSING PROGRAM (WFH). FINAL BUILDING HEIGHTS SHALL BE COMPLIANT WITH WFH PROGRAM.

3) BUILDING OUTLINES IN PHASE 2 & 3 ARE APPROXIMATE AND SUBJECT TO SITE PLAN APPROVAL AND PERMITTING.

4) GARAGE PARKING - PARKING WERE BASED ON PART III, CHAPTER 4, ARTICLE V, SECTION 1.D. PARKING REDUCTIONS FOR SUSTAINABILITY. APPROVAL OF THE PROPOSED PARKING RATE REDUCTION SHOULD PARTICIPATION IN SUSTAINABILITY IS CONFIRMED ON THE SITE PLAN APPROVALS.

5) GARAGE PARKING - CONTINUE PROVIDED IN PHASE 2 & 3 SUPPORT USES IN PHASE 1.

6) PARKING REQUIRED FOR PHASE 4 USES TO BE PROVIDED IN PHASE 1 ONE.

7) GARAGE ENTRANCE LOCATIONS ARE APPROXIMATE AND SUBJECT TO SITE PLAN APPROVALS AND PERMITTING.

8) PHASE 1 USES ARE EXISTING PER THE MASTER PLAN AND SUBJECT TO CHANGE AT THE DISCRETION BY THE CITY. PHASE 4 USES SHALL BE EQUIVALENT TO 18-20 DU/MAX PROPOSAL OR BE UP TO EQUIVALENT INTENSITY.

9) LOCATION OF PUBLIC RESTROOMS ARE SUBJECT TO CHANGE AT TIME OF SITE PLAN APPLICATION BUT SHALL BE LOCATED IN PHASE 1 ONE AS PER DEVELOPMENT AGREEMENT.

10) ON STREET PARKING WILL BE PROVIDED WHERE POSSIBLE ON ALL ABUTTING STREETS AT TIME OF SITE PLAN APPLICATION

11) ALL UTILITY LINES WILL BE RELOCATED UNDERGROUND SUBJECT TO FPL APPROVAL.

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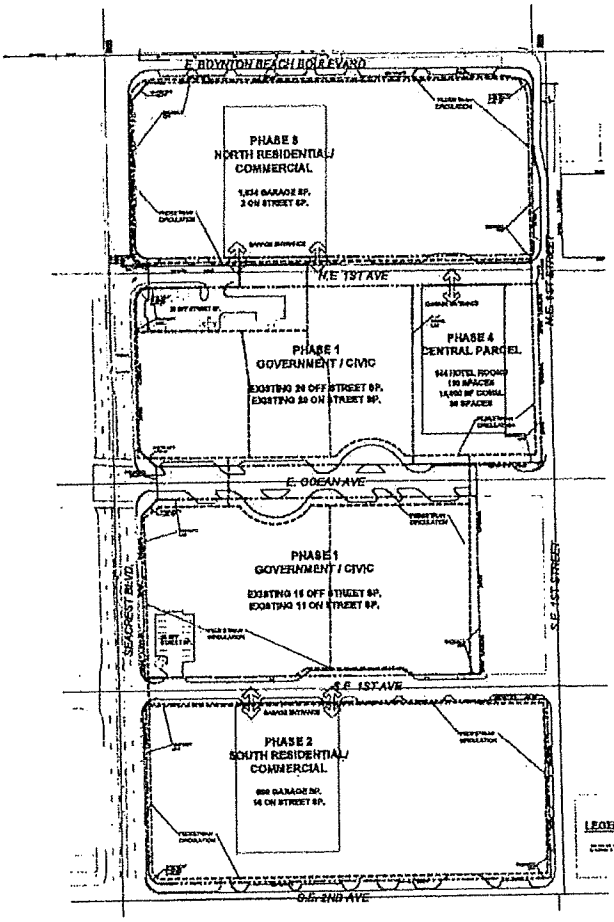
Urban Design
Land Planning
Landscape Architecture

TOWN SQUARE
Boynton Beach, FL
Master Plan

NORTH

MSP-1
of 2



Land Use	Property Density	Min. Req.	Spaces
Phase 1 - Government Civic Parcel			
City Hall Library/ Children's Museum	114,379 SF	1 P. per 400 SF	287
Cultural Center	500 Seats	1/4	63
Recreation Annex/ Aquatic Center			45
Closed Water	Rec City		4
Magnuson House and Fire Station	11 for Fire Station and 45 for Magnuson House		100*
Phase 1 Parking Spaces - Required			499
Phase 2 - South Parcel			
Studio/ 1BR Units	200	1 Units	1.33	304
2+ BR Units	233	1 Units	1.65	385
Residential Guest	466	1 Units	0.15	70
Commercial	6,000	SF	1/250	17
Phase 2 Parking Spaces - Required				791
Phase 3 - North Parcel				
Studio/ 1BR Units	196	1 Units	1.33	264
2+ BR Units	251	1 Units	1.65	566
Residential Guest	433	1 Units	0.15	65
Commercial	16,000	SF	1/250	64
Phase 3 Parking Spaces - Required				799
Phase 4 - Central Parcel				
Hotel Rooms	144	Rooms	1.25	180
Commercial within Hotel	18,000	SF	1/250	30
Phase 4 Parking Spaces - Required				210
Total Parking Spaces Required				1,799

*Per previous agreement with City, the 100 space buffer includes the 42 spaces for the Fire Station and Magnuson House and 58 spaces as a buffer.
**The commercial space within the hotel was calculated at 50% of the Sustainability Area for Commercial Uses.

Land Use	Property Density	Spaces
Phase 1 - Government Civic		
Garage Spaces - Total		0
On Street Spaces		31
Off Street Spaces		64
Phase 1 Parking Spaces - Provided		95
Phase 2 - South Residential		
Garage Spaces - Total		886
Residential & Guest		765
Commercial/Civic		37
City Leased Spaces		222
On Street Spaces		16
Off Street Spaces		0
Phase 2 Parking Spaces Provided		1,041
Phase 3 - North Residential		
Garage Spaces - Total		1,634
Residential & Guest		716
Commercial/Civic		59
City Leased Spaces		262
On Street Spaces		2
Off Street Spaces		0
Phase 3 Parking Spaces Provided		1,039
Phase 4 - Central Parcel		
Garage Spaces - Total		215
Hotel & Commercial		210
Governmental Use		4
Phase 4 Parking Spaces Provided		214
Total Parking Spaces Provided		2,389

* Residential parking rates based on Part II, Chapter 1, Article V, Section 2.D, Parking Reductions for Sustainability. Approval of the proposed parking rate reduction through participation in sustainability is conditional on the 5 tier Pass successful.
** Hotel Commercial parking rate at 50% per City LDR Part 3 Chapter 4 Art V, Sec 2.B
*** Phase 4 uses are calculated for the Master Plan and subject to change at the discretion by the City. All required parking for Phase 4 uses shall be provided on the Phase 4 parcel. Phase 4 uses shall be compatible to the street grid and be up to code when it is ready.

urban design studio
Urban Design
Land Planning
Landscape Architecture

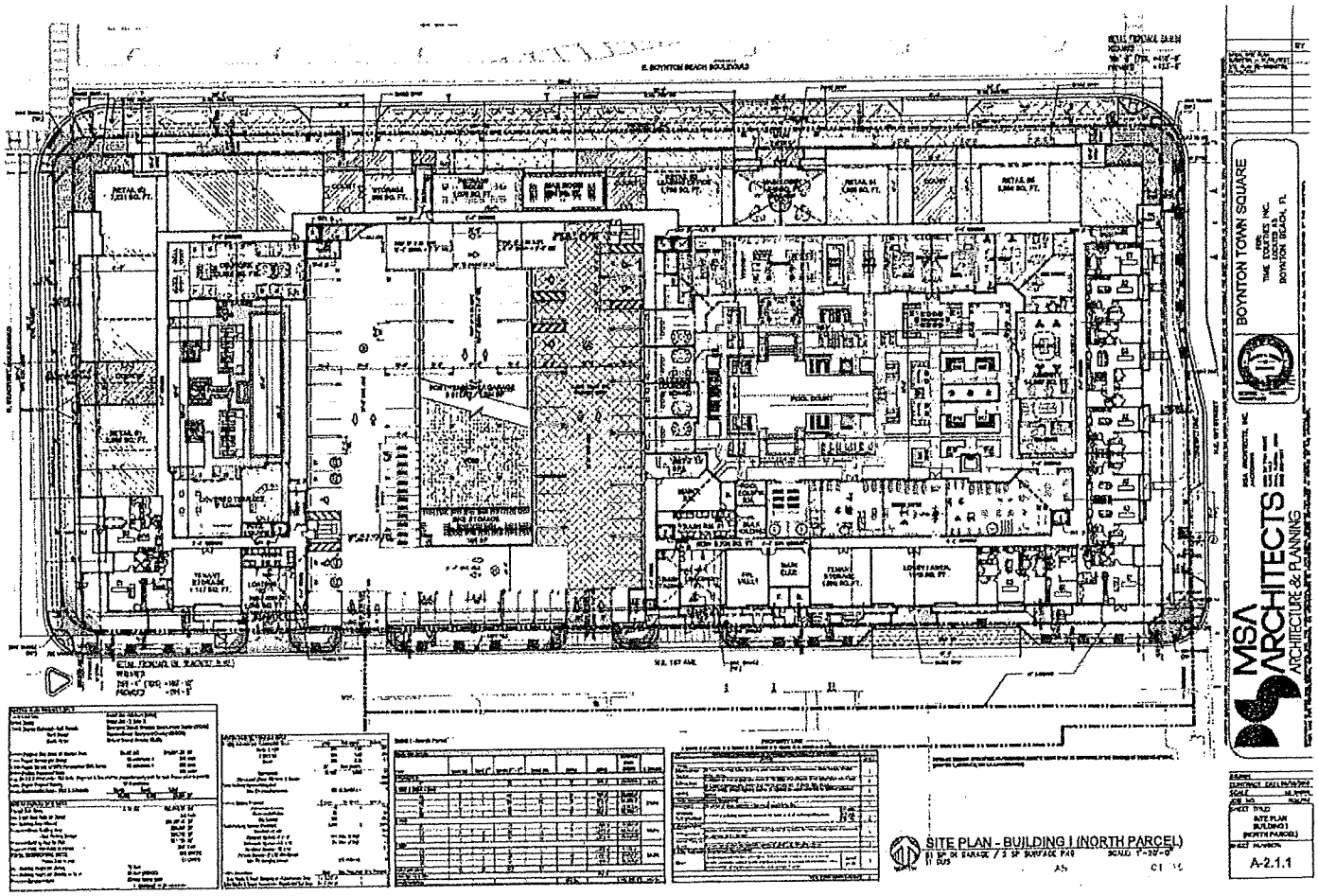
TOWN SQUARE
Boynton Beach, FL
Master Plan - Parking/Pedestrian Pathways

NORTH

MSP-2
of 2

EXHIBIT "B"
SITE PLANS
[SEE ATTACHED]

EXHIBIT B


BOYNTON TOWN SQUARE
MSA ARCHITECTS
ARCHITECTURE & PLANNING
SITE PLAN - BUILDING 1 (NORTH PARCEL)
A-2.1.1

MSA ARCHITECTS
ARCHITECTURE & PLANNING
BOYNTON TOWN SQUARE
A-2.1
SITE PLAN - BUILDING II (SOUTH PARCEL)
NE 1ST STREET
SE. 1ST AVE.
SE. 2ND AVE.
N. SEACREST BOULEVARD

EXHIBIT C

ABRAMSON & ASSOCIATES, Inc.

Real Estate and Public-Private Development Advisory Services

MEMORANDUM

TO: **Timothy Tack, P.E., Assistant Director**
Boynton Beach Community Redevelopment Agency

FROM: **Barry Abramson**

SUBJECT: **Evaluation of a TIF Request for Town Square Residential/Mixed-Use Project (South and North Parcels)**

DATE: **December 20, 2024**

EXECUTIVE SUMMARY

This memorandum summarizes our evaluation of a Tax Increment Financing (TIF) request by Time Equities, Inc. for the above-referenced proposed project. The project is to occupy the blocks to the south and north of the City's civic complex and is subject to a March, 2023 development agreement and parking lease between the developer and the City, specifying matters such as building program, timing, and arrangements for City parking.

The project comprises two distinct projects to be built in two phases with a combined total of 898 rental apartments, 23,594 square feet of retail space and 2,039 garage parking spaces. 473 spaces are to be allocated to the City – 363 for the City's exclusive use and 110 on a non-exclusive basis for the City's use between 7:30 AM and 6:30 PM on weekdays.

The proposal calls for the first phase project, to be built on the South parcel, to start construction no later than July 1, 2026 (versus May 1, 2030 in the current development agreement)[1]. This phase has an estimated total development cost of $236,000,000 (in $2024[2]) and includes 465 apartments, 6,686 square feet of retail space and a 1,005-space garage, of which 224 spaces are allocated to the City – 171 exclusive and 53 non-exclusive.

The second phase project, to be built on the North parcel, is proposed to start construction by July 1, 2032 (versus no required start date in the current development agreement). This phase, estimated to cost $235,000,000 (in $2024), is to include 433 apartments, 16,908 square feet of retail space and a 1,034-space garage, of which 249 spaces are to be allocated to the City – 192 exclusive and 57 non-exclusive.

The developer requests a two-phase TIF award to fill the gap caused by currently challenging market conditions including increases in construction costs, operating expenses and particularly interest rates. The requested award is $20,000,000 for Phase 1 and $15,200,000 for Phase 2 in the form of 95% of the total tax increment revenue, i.e. 100% of the CRA

[1] The required construction completion date in both the current agreement and developer's proposal would be 24 months following the required construction start date

[2] In today's dollars if construction were to start at report date

share, generated by each project until the total amounts for each phase are reached, anticipated to be in approximately ten years for Phase 1 and seven years for Phase 2.

The proposed awards would yield a leverage on private investment ($2024) of almost 12:1 and 16:1, respectively.

Based upon our evaluation, we consider the developer's assumptions, generally, to be in a range of reasonableness and that, in the current development market, the project has a feasibility gap that would justify the requested TIF awards, subject to the qualifications discussed below and more fully later in this transmittal.

It is important to note that relatively small variations in assumptions and/or improvements in the development market over the time prior to construction financing could significantly reduce or, possibly, eliminate the need for subsidy. While this applies to Phase 1, which would be required to start construction within one and a half years, it is a particular concern relative to Phase 2, which, likely, would not start construction until significantly later. Accordingly, the CRA may wish to consider granting a TIF award only for Phase 1 and having the developer return for an evaluation of need at such time as the construction start and development economics of Phase 2 come into clearer focus, so as to lessen the chance of providing TIF funding not actually required for feasibility.

Whether TIF is awarded for one or both phases, the CRA may wish to explore structuring opportunities that might result in reducing the TIF award should construction and/or other development costs ultimately come in lower than preliminary estimates or other development market conditions improve prior to construction start.

CRA incremental revenues from the Phase 1 project after the proposed TIF rebate are estimated at approximately $2,400,000 in 2039 and to total $15,600,000 through the CRA sunset in 2044, with a present value at January, 2025 estimated at $7,900,000.

The City is estimated to receive total incremental tax revenues from the Phase 1 project of $111,000,000 over 50 years of the property's operation (i.e. through 2078). As these revenues would be primarily back-loaded, following the CRA sunset, their present value as of January, 2025 is estimated at only $1,900,000.

Should the proposed TIF award be made for Phase 2, the financial effect to the CRA would vary based on its timing. If construction were to commence three years following that of Phase 1, so the two TIF rebates would end at the same time, the financial effect to the CRA and City would be approximately the same as that estimated for Phase 1.

PUBLIC BENEFITS

In addition to TIF and tax revenue, the developer asserts the project would provide the following direct public benefits:

- The value of the parking spaces to be allocated to the City
  - The developer attributes a value based on the cost the City would incur if it were to develop them of $12,300,000 in Phase 1 and $13,700,000 in Phase 2
  - We adjust the capital value at $10,400,000 for Phase 1 and $11,600,000 for Phase 2 after accounting for the lower proportionate allocated usage of the non-exclusive spaces
  - The developer also claims parking revenues the City would realize from these spaces (which we estimate after operating expenses at $278,000 ($2024) for Phase 1 and somewhat more for Phase 2) as a benefit though consideration of net revenues would be a double counting with capital value
  - It is also noted that the developer is obligated to continue to provide surface parking for the City on the North parcel until the City parking in the Phase 1 project is available
  - See section on public parking starting on at page 13
- Payment to the Workforce Housing Fund of $2,250,000 per phase
  - While this is a required compensation for the project being allowed higher density, it certainly is a benefit provided by the project
- Impact and other fees totaling $13,800,000 split approximately evenly between the two phases
  - This includes the required public art fee of $1,000,000 front-loaded in Phase 1
  - More than half of this amount is attributable to the county
  - Relative to the remainder, the City is the best judge of the extent, if any, they would yield a net financial benefit rather than simply offsetting actual City costs attributable to the development
- Streetscape improvements of $3,000,000 split between the two phases
  - The CRA and City are best positioned to determine the extent to which these improvements are standard or above and beyond the normal requirements and customary contributions of a project of this nature.
- Settlement payment of $5,000,000 to City which was made by the previous owner from the proceeds of its sale of the land to TEI
  - While this pass-through payment benefited the City, it compensation that has already realized by the City, not conditioned on the project proceeding due to a TIF award

In addition to direct impacts, the project would generate indirect impacts in the form of employment and economic activity, i.e. spending in the local and regional economy during and post-construction. An economic and fiscal impact analysis performed on behalf of the developer by Fishkind Litigation Services estimates that the two-phase project would generate 426 full-time equivalent (FTE) jobs and $38,000,000 in economic activity during construction and 340 FTE jobs and $34,000,000 of spending annually following completion. However, the report does not provide an estimate of how much of this would be spent in Boynton Beach, which is the chief concern of the CRA and City.

Finally, a major public benefit of the project will be completing the City and CRA's vision for Town Square, creating an attractive and vibrant focal point for civic life.

EVALUATION OF PROJECT NEED FOR THE TIF AND FINANCIAL EFFECT TO CRA AND CITY

We evaluated the developer's pro forma, researched and reviewed publicly available market data and insights, held conversations with the developer and its advisor(s), drew upon input from the Palm Beach County Property Appraiser's office and knowledgeable market participants, and analyzed the project's economics based upon the above and our experience.

The developer estimates that in order to finance the Phase 1 project under current market conditions, it will need an annual TIF rebate of approximately $2,000,000 annually in order to achieve a "trended" return on cost of 6.5% and for this TIF rebate to continue for ten years (for a total of $20,000,000) through the term of an initial permanent financing, with the anticipation that revenues can rise above standard inflation estimate to offset the expiration of the TIF rebate at that time. A similar set of assumptions underlies the developer's request for a $15,200,000 TIF award for the Phase 2 project, though the approximately $2,000,000 annual TIF rebate would be provided over approximately seven years.

It is noted that the developer's TIF award requests are significantly less than the amounts estimated to be required in a June, 2024 report by Fishkind Litigation Services – $34,000,000 for Phase 1 and $24,000,000 for Phase 2. The present evaluation is based on the analysis of updated pro forma information provided by the developer, as this is the basis for the developer's TIF proposal and includes many assumptions that have been refined in the six months since the Fishkind analysis.

Trended return on cost is the net operating income of the project (prior to debt) expressed in future/inflated dollars divided by the total development cost. Note, this is different from an "untrended" return on cost in which stabilized net operating income in today's uninflated dollars is divided by the development cost.

We consider untrended return on cost to be an appropriate metric to estimate feasibility/required gap. This is a common measure of development feasibility and

profitability. It has the advantages of: being simple, avoiding the vagaries of particular debt and equity financing arrangements (while, inherently, accounting for them in a generalized market-wide way); avoiding speculation about inflation; and being a parameter for which participants in the real estate market are able to provide general market norms (which, of course, should be considered in light of the particulars of the specific location and project). We consider a 6.0% untrended return on cost to be reasonable in the current development market, assuming escalation of operating cash flow at a reasonable constant inflation rate.

This return on cost is higher than what would have been required at the peak of the market a couple of years ago. Required rates of return may decrease over time if and when interest rates for development financing decrease as a result of reductions in treasury bond interest rates, though there are various factors that might not necessarily result in this being a one:one relationship. We note that long term rates, which had been gradually declining over the past year, have recently edged up slightly. A slight variation in the required return on cost would have significant implications for the required subsidy amount, as would variations in development cost or elements of net operating income.

Trended return on cost, used by the developer as a threshold for feasibility/financeability, adds the vagary of inflation, but is also a valid measure, understanding that it would need to be higher than the untrended return. Accordingly, our analysis estimates both trended and untrended return on cost – the former, as it is the threshold metric proposed by the developer, and the latter, as a check.

Our evaluation of the developer's Phase 1 assumptions revealed the following major points:

- Estimated development costs of $507,000 per unit are higher than we have seen on recent projects, but this is, to a significant extent, due to cost premiums including the added cost of the large number of City parking spaces being provided, the high land price, and the Work Force Housing Contribution.
- The relatively high construction cost is based on an estimate by an experienced construction company, though this warrants review upon more refined cost estimation and contracting.
- Revenue estimates, based primarily on apartment rents at $3.25 per square foot in $2024, are within the range of reasonableness
- Real estate tax estimates were prepared by a third party consultant specializing in this area and equate to a taxable assessed value of $317,000 per unit in $2024, which is reasonable relative to valuation of comparable properties
- Operating expenses, prior to taxes and direct assessments, at $9,300 per unit and 23% of effective gross income are higher than what we've seen estimated for other projects, but have been estimated by an experienced third party property manager and are consistent with the operating experience of a similar property in the market

owned by the developer, reflecting the generally accepted understanding that expenses have been increasing at a challenging rate.

- The assumed 3% annual inflation applied to revenues and expenses in the trended analysis is considered reasonable.

Based on the above, we consider the developer's assumptions, generally, to provide a reasonable basis for assessing the property's financial performance, while noting that relatively small variations within the range of reasonableness of these elements of the pro forma can have a dramatic impact on the amount of subsidy required. We made various adjustments to the pro forma, the primary ones being:

- We accepted the developer's revised estimate of the number of parking spaces available for rental to tenants as second spaces at 231.
- We added some parking revenue attributable to evening and weekend usage of the 53 non-exclusionary spaces the private owner would control at those times at an average of $3.00 per day.
- We incorporated our preliminary estimate of the City's operating expense payment ($150,000 in $2024) which was not included in the developer's pro forma
- We incorporated the 2024 millage rates
- We excluded direct assessments from the amount subject to Tax Increment Financing, reducing the TIF amount

Based on the above, our analysis of Phase 1, presented on the following page, indicates a trended return on cost of 5.73% without the TIF. With the addition of the TIF rebate, equaling an estimated $1,768,000 in 2029, the trended return on cost is 6.48%. close to the developer's 6.5% target.

The corresponding untrended return on cost at 4.94% without the TIF and 5.59% with the TIF, which is $1,525,000 in $2024. Note that the untrended return is significantly lower than the 6.0% we would normally consider to be the target threshold.

The developer's expectation that it can finance the project at this rate of return is assumed to be based upon the anticipation that revenues may rise in the near- and/or long-term above the average annual 3% increase assumed in the analysis, or, perhaps, finding efficiencies in construction or other development costs, operating expenses, or financing rates which could lift the return.

Our TIF analysis, presented later in this transmittal, estimates CRA incremental revenues from the Phase 1 project after the proposed TIF rebate at $2,400,000 in 2039 and to total $15,600,000 through the CRA sunset in 2044, with a present value at January, 2025 estimated at approximately $7,900,000, based on a 4% discount rate.

The City is estimated to receive total incremental tax revenues from the Phase 1 project of $111,000,000 over 50 years of the property's operation (i.e. through 2078). As these revenues would be primarily back-loaded, following the CRA sunset, their present value as of January, 2025 is estimated at only $1,900,000. A discount rate of 4.0% was applied to revenues during the initial period prior to CRA sunset and a 6.0% discount rate was applied to revenues in following years, given greater uncertainty re. market conditions and the property at that point no longer being positioned as a newer prime property in the marketplace.

Financial Feasibility/Gap Analysis

	Untrended $ 2024		Trended $ 2029	
			3.0% annual inflation	
Development Cost				
Acquisition Cost	$22,000,000		$22,000,000	
Total Hard Costs	$163,000,000		$163,000,000	
Soft & Other Costs (Incl Predev, Dev OH&Fee, Impact & Other Fees, Owner Hard Contingency, TI, Financing Costs, Lease-Up)	$60,873,244		$60,873,244	
Total Development Cost	$235,873,244		$235,873,244	
Stabilized Operating Income				
Apartment Rental	$17,478,474		$20,262,342	
Parking (2nd Space) Rental & Nonexclusive Meter Rev	$335,235		$388,629	
Other Residential Income	$1,709,630		$1,981,930	
Gross Potential Residential Revenue	$19,523,339		$22,632,901	
Less Vacancy	($976,167)		($1,131,645)	
Residential Effective Gross Income	$18,547,172		$21,501,256	
Retail Rent (after 5% vacancy)	$222,310		$257,718	
Effective Gross Income	$18,769,482		$21,758,973	
Operating Expenses Excluding Taxes & Direct Assessmts	$4,335,080		$5,025,548	
Direct Assessments	$90,250		$104,625	
RE Tax after 4% early payment discount	$2,838,660		$3,290,785	
Total Tax & Operating Expenses	$7,263,990		$8,420,956	
Less City Payment for Share Garage Operating Expenses	($150,000)		($173,691)	
Total Tax & Operating Expenses	$7,113,990		$8,247,065	
Net Operating Income	$11,655,491		$13,511,909	
Required Subsidy Analysis	**Without Subsidy**	**With Subsidy**	**Without Subsidy**	**With Subsidy**
Net Operating Income Before TIF Rebate	$11,655,491	$11,655,491	$13,511,909	$13,511,909
Plus TIF Rebate	$0	$1,525,415	$0	$1,768,374
Adjusted NOI with TIF	$11,655,491	$13,180,906	$13,511,909	$15,280,283
Development Cost	$235,873,244	$235,873,244	$235,873,244	$235,873,244
	4.94%	5.59%	5.73%	6.48%

The estimated development cost, operating income and tax and incremental TIF revenues of Phase 2 nearly mirror that of Phase 1, as would the nature and annual amount of the developer's proposed annual TIF rebate. Accordingly, the annual financial need estimated for Phase 1 would also apply to Phase 2, assuming a continuation of current market conditions.

The developer's request for only seven years of TIF rebate for Phase 2 reflects its expectation that rents will have risen above standard inflation by the rebate period, which would likely be approximately the same time as or later than the end of Phase 1's ten-year TIF period.

If construction were to start in three years following Phase 1's construction start – say mid-2029 (which is three years before Phase 2's outside construction start date), the TIF would expire at approximately the same time as Phase 1, resulting in financial effects to the CRA and City of comparable amounts as generated by Phase 1.

If TIF Not Awarded

As the CRA considers this TIF request, an obvious question is what will happen if it is not granted to both phases or only granted to Phase 1. There is a possibility that, in the coming year and half prior to the Phase 1 outside construction start date, the private development market will recover its equilibrium based on some combination of financing rates coming down somewhat, construction costs stabilizing, and rents increasing to a level that supports new development, as has been the case in past boom and bust cycles in Southeast Florida, which have shown the resiliency of the market.

In that event, there would be a reasonable chance that the developer could be able to make the project work without a TIF, enabling the CRA to realize all the incremental revenue over that period.

Of course, this is a hypothetical. There is no guaranty when the development market will recover. Whether or not the present value of incremental revenues to the CRA and City would be significantly higher than if the developer can proceed with the project in the near term under the proposed agreement would be a function of the level of risk ascribed to the hypothetical in terms of a discount rate, which would be a subjective determination.

Relative to Phase 2, the developer contends that securing the TIF award for this phase well in advance of its likely construction start would enhance its financing efforts and increase the chance of it starting Phase 2 earlier. As a practical matter, given the large number of units to be absorbed in Phase 1, it is highly questionable whether the developer would start Phase 2 construction before completion of Phase 1, i.e. before mid-2028. It would be exceedingly speculative to predict development market conditions that far in advance. The market may still be in need of TIF subsidy of some amount, which might or might not be the amount being proposed to be locked in now, but it also may have returned to equilibrium, not requiring TIF.

POSSIBLE STRUCTURING CONCEPTS

If the CRA decides to award a TIF at this time for Phase 2, it might consider significantly tightening the outside construction start date, perhaps to mid-2027, to provide a real spur to full development happening sooner than it might otherwise. This date would be doable with Phase 1 construction likely starting prior to the outside date and its garage being available for City parking in advance of interior construction of residential/commercial space to accommodate the shift of City parking from the North parcel.

If the CRA decides to grant a TIF to one or both phases, it may wish to explore options for structuring the award so the amount may be reduced in the event it proves not to be fully needed – at the time the construction contract and financing are secured, upon completion of construction, and/or during operations.

Developers and financing sources, understandably, would prefer surety and simplicity – a guaranteed award without any adjustments. Still, with so much money at stake, development factors subject to verifiable refinement, and a development market that may show improvement over the near term, and considered more likely than not, over the next few years the developer proposes the TIF allow for it to start construction of Phase 2, there may be opportunities to adjust the TIF without unduly hamstringing the developer's financing efforts, as has been accomplished in other public-private deals.

It would be essential to make any adjustments subject to verifiable improvements in the project's economics so that the developer and financing sources could be assured such adjustment would not impact targeted threshold rate of return.

Especially given anticipated (albeit not guaranteed) improvements in development market factors, there may be some adjustments that might not take effect if construction starts in the near term – say the six – twelve months following TIF approval, but could kick in if the project does not start till later in the proposed allowed timeframes.

A few concepts that could be explored with the developer are:

- Reduce TIF award by amount (or percentage thereof) if actual construction cost (with agreed upon escalation adjustment) is less than currently estimated. This can be determined upon construction contracting and, again, at completion of construction.
- Reduce TIF award by amount (or percentage thereof) if actual permit fees and other exactions are less than current estimates, which have not been verified at this time.
- Adjust above for costs impacted by reduction in construction and permit costs.
- Reduce TIF award by some negotiated factor relative to some verifiable measure of financing rates or treasury bond yields which would impact market required rate of return on cost.
- Adjust TIF award on ongoing basis by means of a participation in excess return in cash flow and capital events.

Town Square Phase 1 - South Parcel PROPOSED TIF INCENTIVE CASH FLOW	Year of operation: Calendar Year:		2024	2025	2026	1 2027	2 2028	3 2029	4 2030	5 2031	6 2032	7 2033	8 2034
	Annual Escalation Rate:		0.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Taxable Value Prior to Redevelopment													
Improvements				$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Land			11,425,000	$11,767,750	$12,120,783	$12,484,406	$12,858,938	$13,244,706	$13,642,047	$14,051,309	$14,472,848	$14,907,034	$15,354,245
Total			$11,425,000	$11,767,750	$12,120,783	$12,484,406	$12,858,938	$13,244,706	$13,642,047	$14,051,309	$14,472,848	$14,907,034	$15,354,245
Ad Valorem Taxes Prior to Development													
Improvements				$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Land			220,011	$226,612	$233,410	$240,413	$247,625	$255,054	$262,705	$270,586	$278,704	$287,065	$295,677
Total			220,011	$226,612	$233,410	$240,413	$247,625	$255,054	$262,705	$270,586	$278,704	$287,065	$295,677
Estimated Assessed/Taxable Value of Completed Project			$147,409,059	$151,831,330	$156,386,270	$161,077,858	$165,910,194	$170,887,500	$176,014,125	$181,294,549	$186,733,385	$192,335,387	$198,105,448
			pre-construction	pre-construction	preconstr/constn	construction	const/pre-stabiln						
% Valuation of Completed Stabilized Project (if 0%, Prior AV)			0%	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%
Taxable Value of Project			$11,425,000	$11,767,750	$12,120,783	$12,484,406	$12,858,938	$170,887,500	$176,014,125	$181,294,549	$186,733,385	$192,335,387	$198,105,448
Est RE Tax After Development			$2,838,660	$2,923,820	$3,011,634	$3,101,880	$3,194,937	$3,290,785	$3,389,508	$3,491,193	$3,595,929	$3,703,807	$3,814,921
Project Incremental Value			$0	$0	$0	$0	$0	$157,642,794	$162,372,078	$167,243,240	$172,260,537	$177,428,353	$182,761,204
TIF Revenue = 95% of Project Increment x (City + County Millage) less 4% early payment discount													
City TIF Contribution @ Millage Rate =		7.80	$0	$0	$0	$0	$0	$1,121,408	$1,155,050	$1,189,702	$1,225,393	$1,262,154	$1,300,019
County Contribution @ Millage Rate =		4.50	$0	$0	$0	$0	$0	$646,966	$666,375	$686,366	$706,957	$728,166	$750,011
TIF Revenue Created by Project		12.30	$0	$0	$0	$0	$0	$1,768,374	$1,821,425	$1,876,068	$1,932,350	$1,990,320	$2,050,030
		0.61											
Proposed Incentive Award = Award Factor x TIF Revenue created by Project													
TIF Award @ Award Factor =		100%	$0	$0	$0	$0	$0	$1,768,374	$1,821,425	$1,876,068	$1,932,350	$1,990,320	$2,050,030
Cummulative of Above				$0	$0	$0	$0	$1,768,374	$3,589,799	$5,465,867	$7,398,216	$9,388,537	$11,438,567
				$0	$0	$0	$0	$1,768,374	$1,821,425	$1,876,068	$1,932,350	$1,990,320	$2,050,030
@ Award Factor % up to Total $ Amount	100%	$20,000,000		$0	$0	$0	$0	$1,768,374	$1,821,425	$1,876,068	$1,932,350	$1,990,320	$2,050,030
NPV to TCO - 1/1/27 @	4.0%	$14,888,000											
NPV to 1/1/25 @	4.0%	$13,764,000											
Total Remaining with CRA		$15,845,000				$0	$0	$0	$0	$0	$0	$0	$0
NPV to TCO - 1/1/27 @	4.0%	$8,531,000											
NPV to 1/1/25 @	4.0%	$7,887,000											
5% of City Operating Millage Retained by City *		$1,782,000				$0	$0	$68,419	$91,071	$93,803	$96,617	$99,516	$102,501
NPV to TCO - 1/1/27 @	4.0%	$1,171,000											
NPV to 1/1/25 @	4.0%	$1,083,000											
City Tax After CRA Sunset @ City Millage *	7.80	109,356,000				$0	$0	$0	$0	$0	$0	$0	$0
NPV to TCO - 1/1/27 @	6.0%	$966,000											
NPV to 1/1/25 @	6.0%	$869,000											
Total City Before & After CRA Sunset		$111,137,000											
NPV to TCO - 1/1/27 @		$2,137,000											
NPV to 1/1/25 @		$1,843,000											
* Not including City Operating Millage on base (pre-project) value													
Total Tax Millage		20.0594											
Early payment discount		4%											

Town Square Phase 1 - South Parcel	Year of operation:	9	10	11	12	13	14	15	16	17	18	19
PROPOSED TIF INCENTIVE CASH FLOW	Calendar Year:	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
	Annual Escalation Rate:	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Taxable Value Prior to Redevelopment		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Improvements		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Land		$15,814,872	$16,289,318	$16,777,998	$17,281,338	$17,799,778	$18,333,771	$18,883,784	$19,450,298	$20,033,807	$20,634,821	$21,253,865
Total		$15,814,872	$16,289,318	$16,777,998	$17,281,338	$17,799,778	$18,333,771	$18,883,784	$19,450,298	$20,033,807	$20,634,821	$21,253,865
Ad Valorem Taxes Prior to Development												
Improvements		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Land		$304,547	$313,684	$323,094	$332,787	$342,771	$353,054	$363,645	$374,555	$385,791	$397,365	$409,286
Total		$304,547	$313,684	$323,094	$332,787	$342,771	$353,054	$363,645	$374,555	$385,791	$397,365	$409,286
Estimated Assessed/Taxable Value of Completed Project		$204,048,612	$210,170,070	$216,475,172	$222,969,427	$229,658,510	$236,548,266	$243,644,714	$250,954,055	$258,482,677	$266,237,157	$274,224,272
% Valuation of Completed Stabilized Project (if 0%, Prior AV)		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Taxable Value of Project		$204,048,612	$210,170,070	$216,475,172	$222,969,427	$229,658,510	$236,548,266	$243,644,714	$250,954,055	$258,482,677	$266,237,157	$274,224,272
Est RE Tax After Development		$3,929,369	$4,047,250	$4,168,668	$4,293,728	$4,422,539	$4,555,216	$4,691,872	$4,832,628	$4,977,607	$5,126,935	$5,280,743
Project Incremental Value		$188,233,740	$193,880,752	$199,697,175	$205,688,090	$211,858,733	$218,214,495	$224,760,929	$231,503,757	$238,448,870	$245,602,336	$252,970,406
TIF Revenue = 95% of Project Increment x (City + County Millage) less 4% early payment discount												$1
City TIF Contribution @ Millage Rate =	7.80	$1,339,020	$1,379,190	$1,420,566	$1,463,183	$1,507,078	$1,552,291	$1,598,859	$1,646,825	$1,696,230	$1,747,117	$1,894,242
County Contribution @ Millage Rate =	4.50	$772,511	$795,687	$819,557	$844,144	$869,468	$895,552	$922,419	$950,091	$978,594	$1,007,952	
TIF Revenue Created by Project	12.30	$2,111,531	$2,174,877	$2,240,123	$2,307,327	$2,376,547	$2,447,843	$2,521,278	$2,596,917	$2,674,824	$2,755,069	$1,894,242
	0.61											
Proposed Incentive Award = Award Factor x TIF Revenue created by Project												
TIF Award @ Award Factor =	100%	$2,111,531	$2,174,877	$2,240,123	$2,307,327	$2,376,547	$2,447,843	$2,521,278	$2,596,917	$2,674,824	$2,755,069	$1,894,242
Cummulative of Above		$13,550,097	$15,724,974	$17,965,097	$20,272,424	$22,648,970	$25,096,813	$27,618,091	$30,215,008	$32,889,832	$35,644,901	$37,539,143
		$2,111,531	$2,174,877	$2,240,123	$2,307,327	$0	$0	$0	$0	$0	$0	$0
@ Award Factor % up to Total $ Amount	100% $20,000,000	$2,111,531	$2,174,877	$2,240,123	$2,034,903	$0	$0	$0	$0	$0	$0	$0
NPV to TCO - 1/1/27 @	4.0% $14,888,000					0%						
NPV to 1/1/25 @	4.0% $13,764,000											
Total Remaining with CRA	$18,646,000	$0	$0	$0	$272,424	$2,376,547	$2,447,843	$2,521,278	$2,596,917	$2,674,824	$2,755,069	
NPV to TCO - 1/1/27 @	4.0% $6,531,000											
NPV to 1/1/25 @	4.0% $7,887,000											
6% of City Operating Millage Retained by City *	$1,782,000	$105,577	$108,744	$112,006	$115,366	$118,827	$122,392	$126,064	$129,846	$133,741	$137,753	
NPV to TCO - 1/1/27 @	4.0% $1,171,000											
NPV to 1/1/25 @	4.0% $1,063,000											
City Tax After CRA Sunset @ City Millage *	7.80 109,365,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,894,242
NPV to TCO - 1/1/27 @	6.0% $966,000											
NPV to 1/1/25 @	6.0% $860,000											
Total City Before & After CRA Sunset	$111,137,000											
NPV to TCO - 1/1/27 @	$2,137,000											
NPV to 1/1/25 @	$1,943,000											
* Not including City Operating Millage on base (pre-project) value												
Total Tax Millage	20.0594											
Early payment discount	4%											

PUBLIC PARKING

The Phase 1 project is proposed to include 224 spaces to be allocated to the City – 171 for its exclusive use and 53 for the City's use between 7:30 AM and 6:30 PM on weekdays. Note, the proposed number of non-exclusive use and total spaces are 12 less than specified in the lease, with that amount to be made up in the second phase, representing a proposed revision to the lease. The Phase 2 project is proposed to include 249 spaces allocated to the City – 192 on an exclusive basis and 57 for its use during the above-specified hours. Note, the non-exclusive and total proposed for Phase 1 are 12 less than the number specified in the lease, with that amount to be made up in the second phase, representing a proposed revision to the lease.

The developer attributes a value to the CRA for the public spaces based on capital cost (including land, hard and soft costs) if the CRA or City were to develop a garage of $55,000 per space and applies this to the total number of exclusive and non-exclusive use City spaces for a total of $26,000,000 – $12,300,000 for the Phase 1 project and $13,700,000 for Phase 2. The above and following estimates in this section are expressed in $2024.

Adjusting the attributed value of the non-exclusive spaces using the ratio (33%) specified in the lease for calculating the City's operating expenses (see following paragraph), yields an attributed value of $10,400,000 for the Phase 1 project and $11,600,000for Phase 2 for a total of $22,000,000.

As specified in the lease, the private project owner will retain ownership and responsibility for managing, operating and maintaining the spaces. The City shall be entitled to all revenue from the spaces under its control and pay a proportionate share of garage operating expenses. For purposes of the latter, the number of City spaces is defined as 100% of the exclusive spaces plus 33% of the non-exclusive spaces (33% based on the number of hours per week of City control divided by total hours per week). Operating expenses attributable to the garage are defined as including real estate taxes.

The developer proposes an allocation of proportionate garage operating expenses for Phase 1 of $216,000 ($335,000 less proportionate share of the TIF rebate) and $219,000 ($343,000 less proportionate share of TIF rebate) for Phase 2. The determination of the percentage of the project's operating costs attributable to the garage should be the subject of a detailed analysis, but, generally, the developer's proposed allocation of operating expenses other than insurance and property taxes pass a preliminary test of reasonableness.

However, the developer's basing the allocation of the total property's insurance and taxes attributable to the garage on its proportionate share of the overall project gross square footage (37% in Phase 1) is not considered to be reasonable. These expenses are based on factors including replacement cost and value and, clearly, a square foot of finished residential/commercial space would have a considerably higher replacement cost and value than a square foot of garage.

Prior to more detailed analysis, we consider a reasonable basis (at least a starting point) for allocating these costs would be the hard cost attributable to each of these components. The developer has suggested garage hard cost might be in the range of $25,000 - $30,000 per space. Applying the high end of this range to the effective number of City spaces and dividing this by the developer's estimated total hard cost for the project yields a percentage of 19.7% for Phase 1. Real estate tax and TIF rebate are also adjusted based on our estimates. These adjustments result an operating cost allocation to the City for Phase 1 of $150,000 ($206,000 less proportionate share of the TIF rebate). The developer's and adjusted estimates for Phase 1 are presented on the following page. The operating expense payment for Phase 2 would be a similar amount.

A conversation with the County property appraiser did not provide clear direction as to whether or not taxable value would be assessed against the City spaces. This is a matter that likely may not be determined until after the appraiser gives the valuation of this property serious consideration upon its completion. If taxable value is not attributed to the City spaces, the above ratios and the tax portion would be less than presented above – at least to the extent that the relative share of the project's taxes attributable to the garage would be lower. If the CRA decides to grant the TIF it would be an opportunity to amend the lease to eliminate real estate taxes from the calculation of the City's pro rata share of garage operating costs in the event that it can be established that the County property appraiser is not considering the City spaces in its calculation of assessed taxable value.

Parking revenue generated by the City spaces would offset at least some and possibly all of the pro rata operating cost obligation, potentially yielding significant net revenues. The developer has provided illustrative estimates of parking revenue that the City might realize assuming $2,500 per space per year applied only to the exclusive use spaces, which would yield annual revenues of $428,000 in Phase 1 and $480,000 in Phase 2. If this level of revenue were to be realized, and assuming the above-estimated adjusted operating expense payment, the City spaces would generate an annual net revenue after expense payment of $278,000in Phase 1 and somewhat more in Phase 2. A qualified parking consultant could estimate demand and parking revenues

City Garage OpEx Payment
Phase 1
$2024
DEVELOPER ESTIMATE

			Total	Effective			
	City Spaces						
	Exclusive Spaces		171	171			
	Non-Exclusive Spaces	33%	53	17			
	Total		224	188			
	Share of total	1005		18.76%		City $ / Total	City $ / Effective
	Total Op Ex	Garage %	Garage $	City%	City $	City Space	City Space
Marketing	178,000	0%	-	18.8%	-	-	-
Salaries/Benefits	965,000	10%	96,500	18.8%	18,099	81	96
Utilities	610,000	20%	122,000	18.8%	22,881	102	121
Maintenance Contracts/Grounds	375,000	10%	37,500	18.8%	7,033	31	37
Repairs & Maintenance	210,000	10%	21,000	18.8%	3,939	18	21
Turnover/Leasing Costs	97,650	0%	-	18.8%	-	-	-
Concierge/Security	95,000	5%	4,750	18.8%	891	4	5
Administrative Expenses	405,000	5%	20,250	18.8%	3,798	17	20
Management Fee	406,071	10%	40,607	18.8%	7,616	34	40
Property Insurance	1,023,000	37.1%	379,773	18.8%	71,227	318	378
Total before RE Taxes	**4,364,721**	**16.6%**	**722,380**	**18.8%**	**135,484**	**605**	**719**
RE Taxes	2,859,750	37.1%	1,061,638	18.8%	199,113	889	1,056
Total before TIF Rebate	**7,224,471**	**24.7%**	**1,784,018**	**18.8%**	**334,597**	**1,494**	**1,775**
TIF Rebate 60%	(1,715,850)	37.0%	(634,865)	18.8%	(119,070)	(532)	(632)
Total Operating Expenses	**5,508,621**	**20.9%**	**1,149,153**	**18.8%**	**215,526**	**962**	**1,143**

City Garage OpEx Payment
Phase 1
$2024
ADJUSTED ESTIMATE

			Total	Effective			
	City Spaces						
	Exclusive Spaces		171	171			
	Non-Exclusive Spaces	33%	53	17			
	Total		224	188			
	Share of total	1005		18.76%		City $ / Total	City $ / Effective
	Total Op Ex	Garage %	Garage $	City%	City $	City Space	City Space
Marketing	178,000	0%	-	18.8%	-	-	-
Salaries/Benefits	965,000	10%	96,500	18.8%	18,099	81	96
Utilities	610,000	20%	122,000	18.8%	22,881	102	121
Maintenance Contracts/Grounds	375,000	10%	37,500	18.8%	7,033	31	37
Repairs & Maintenance	210,000	10%	21,000	18.8%	3,939	18	21
Turnover/Leasing Costs	97,650	0%	-	18.8%	-	-	-
Concierge/Security	95,000	5%	4,750	18.8%	891	4	5
Administrative Expenses	405,000	5%	20,250	18.8%	3,798	17	20
Management Fee	376,430	10%	37,643	18.8%	7,060	32	37
Property Insurance*	1,023,000	19.7%	201,591	18.8%	37,809	169	201
Total before RE Taxes	**4,335,080**	**12.5%**	**541,234**	**18.8%**	**101,510**	**453**	**539**
RE Taxes*	2,838,660	19.7%	559,383	18.8%	104,914	468	557
Total before TIF Rebate	**7,173,740**	**15.3%**	**1,100,617**	**18.8%**	**206,423**	**922**	**1,095**
TIF Rebate*	(1,525,415)	19.7%	(300,596)	18.8%	(56,378)	(252)	(299)
Total Operating Expenses	**5,648,325**	**14.2%**	**800,021**	**18.8%**	**150,046**	**670**	**796**

* % Allocation of Project Insurance, RE Tax and TIF Rebate to Garage based on

Garage hard cost @	$30,000	per space =	$30,150,000	19.7%
divided by total project hard cost			$153,000,000	

ASSUMPTIONS AND LIMITING CONDITIONS

- Information provided by others for use in this analysis is believed to be reliable, but in no sense is guaranteed. All information concerning physical, market or cost data is from sources deemed reliable. No warranty or representation is made regarding the accuracy thereof, and is subject to errors, omissions, changes in price, rental, or other conditions.

- The Consultant assumes no responsibility for legal matters nor for any hidden or unapparent conditions of the property, subsoils, structure or other matters which would materially affect the marketability, developability or value property.

- The analysis assumes a continuation of current economic and real estate market conditions, without any substantial improvement or degradation of such economic or market conditions except as otherwise noted in the report.

- Any forecasts of the effective demand for space are based upon the best available data concerning the market, but are projected under conditions of uncertainty.

- Since any projected mathematical models are based on estimates and assumptions, which are inherently subject to uncertainty and variation depending upon evolving events, The Consultant does not represent them as results that will actually be achieved.

- The report and analyses contained therein should not be regarded as constituting an appraisal or estimate of market value.

- The analysis was undertaken to assist the client in evaluating and strategizing the potential transaction discussed in the report. It is not based on any other use, nor should it be applied for any other purpose.

- Possession of this report or any copy or portion thereof does not carry with it the right of publication nor may the same be used for any other purpose by anyone without the previous written consent of the Consultant and, in any event, only in its entirety.

- The Consultant shall not be responsible for any unauthorized excerpting or reference to this report.

- The Consultant shall not be required to give testimony or to attend any governmental hearing regarding the subject matter of this report without agreement as to additional compensation and without sufficient notice to allow adequate preparation.

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

INFORMATION ONLY

AGENDA ITEM 8.E

SUBJECT:
Miscellaneous Quarterly Reports for January - March 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.

ATTACHMENTS:

Description

- Attachment I - Circuit Transit Inc.
- Attachment II - NOP Quarterly Report
- Attachment III - Beautification Technicians Report

Circuit

Coastal Cruiser Q1 2026 Update

Presented to:

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Contact
Jason Bagley

Email:
jason@ridecircuit

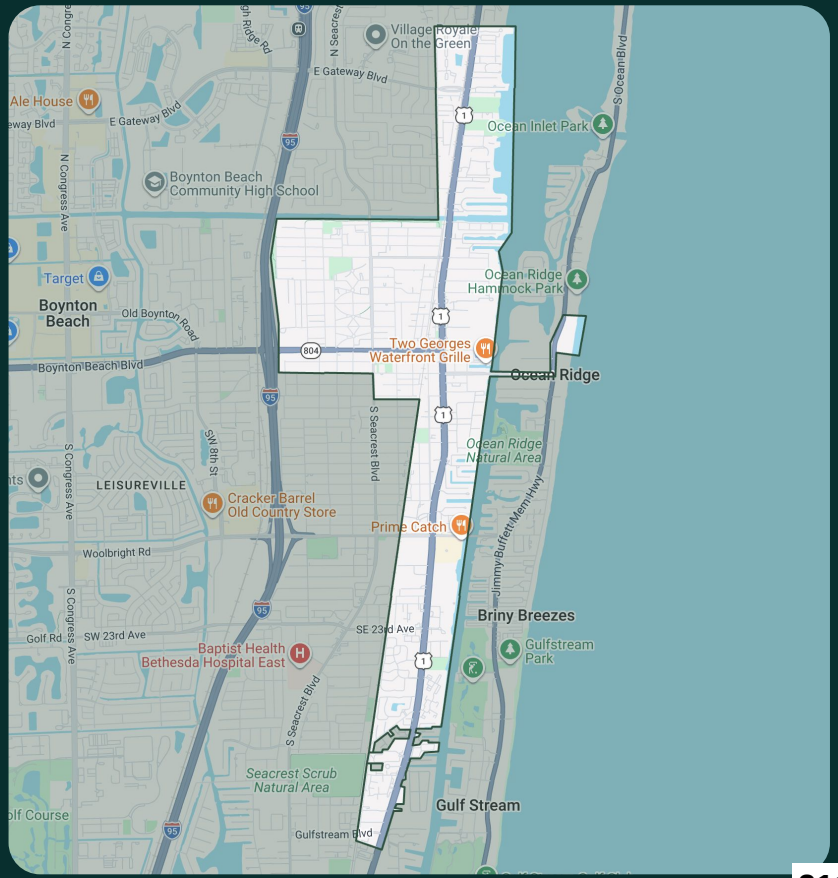
Date
4/27/2026

Service Levels

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

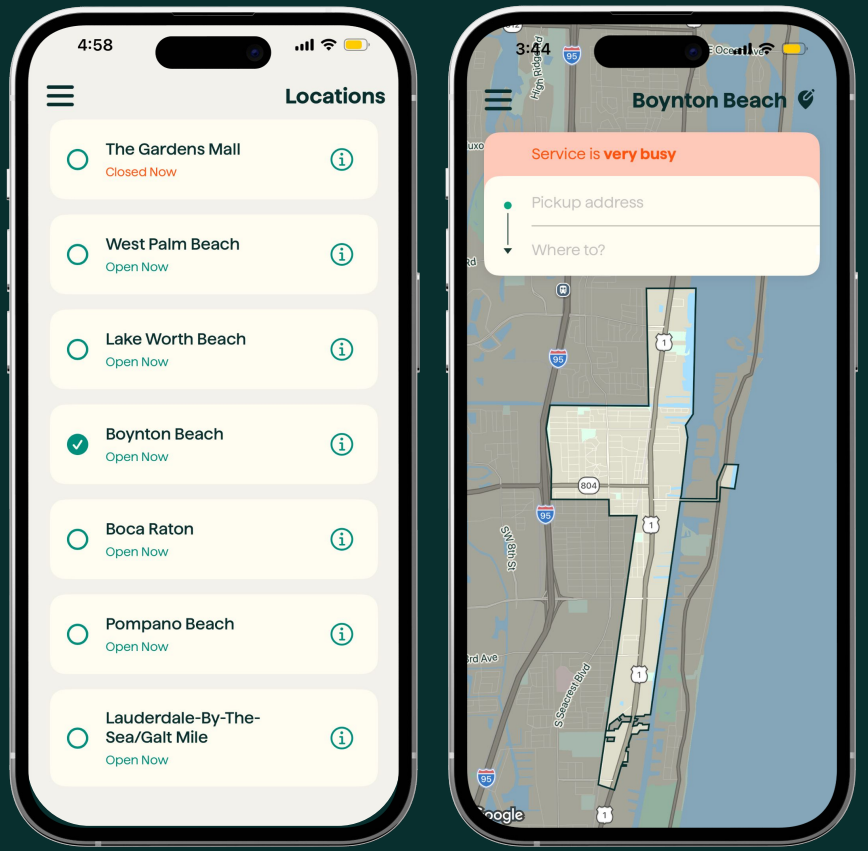
Total Vehicles: 4 (including 1 ADA GEM)



App Updates

Version 21.2.0

- Ride Circuit version 21.2.0 is now available for iOS and Android devices!
- Updated UI/UX featuring new vehicle icons and vehicle headways
- New Circuit Cash feature in the wallet, preloaded funds and potential for location level discounts
- Option to turn on dynamic ETA range instead of single ETA upon request

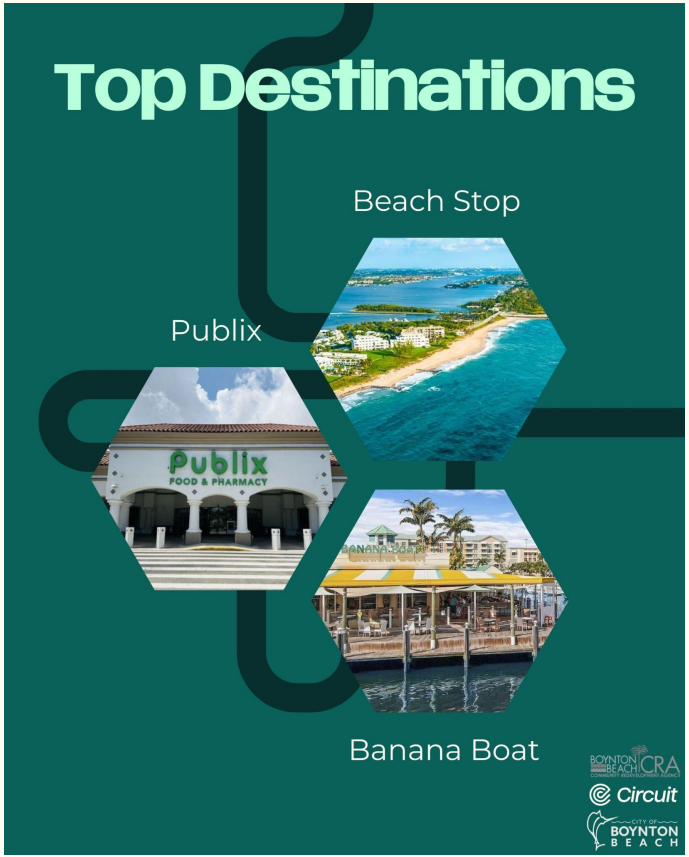


Circuit

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Performance Overview

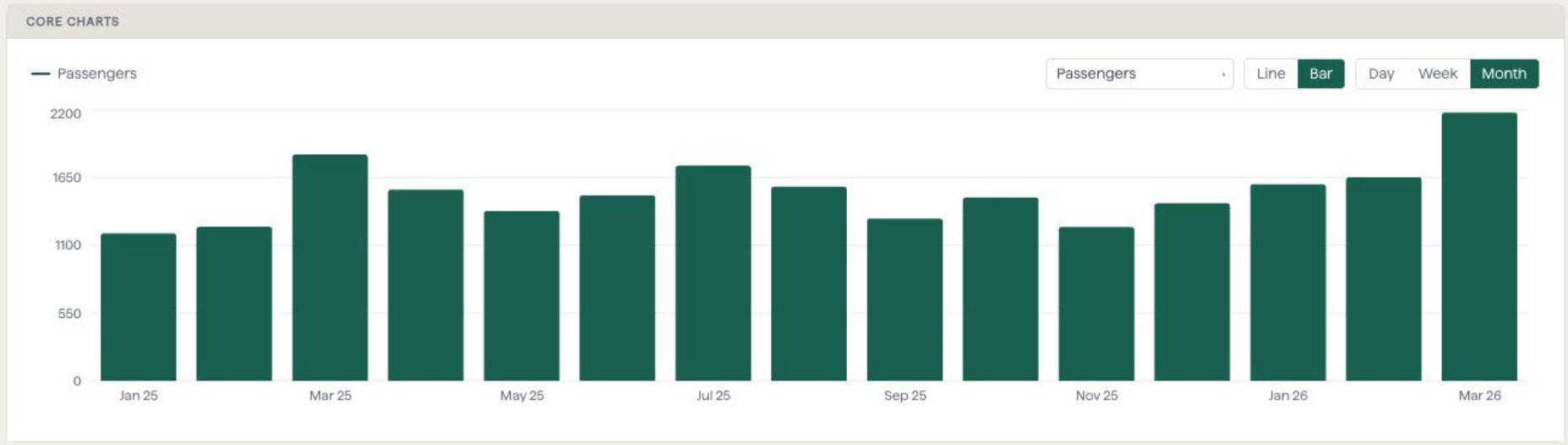
5,238	Total Requests (+31% QoQ)
3,914	Total Rides (+24% QoQ)
5,428	Total Passengers (+32% QoQ)
4.95	Avg Driver Rating (-.2% QoQ)
8:25	Average Wait-Time (+15% QoQ)
89.4%	Connection Rate (-1.8% QoQ)
354	Avg Unique Users Per Month
55	Avg User Age
$90K+	Economic Impact - *Restaurant & Shopping*
$30K+	Economic Impact - *Essential Needs and Errands*



Circuit

YTD Ridership *Overview*

Total demand increased over 40% YoY and ridership increased by 27% YoY (compared to Q1 2025).



Circuit

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

YTD Ridership *Key Takeaways*

01

Ridership has grown more than 27% year-over-year, showing program momentum and continuous expanding adoption.

02

Total unique users grew 34% year-over-year.

03

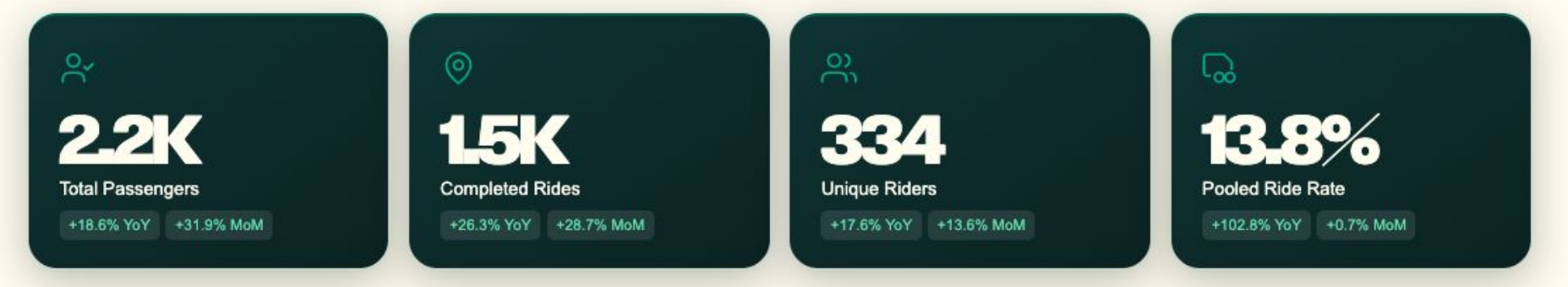
Completed rides increased by 24% YoY, showing system capacity and efficiency to complete more rides with the same fleet.

Circuit

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

March 2026 Ridership *Overview*

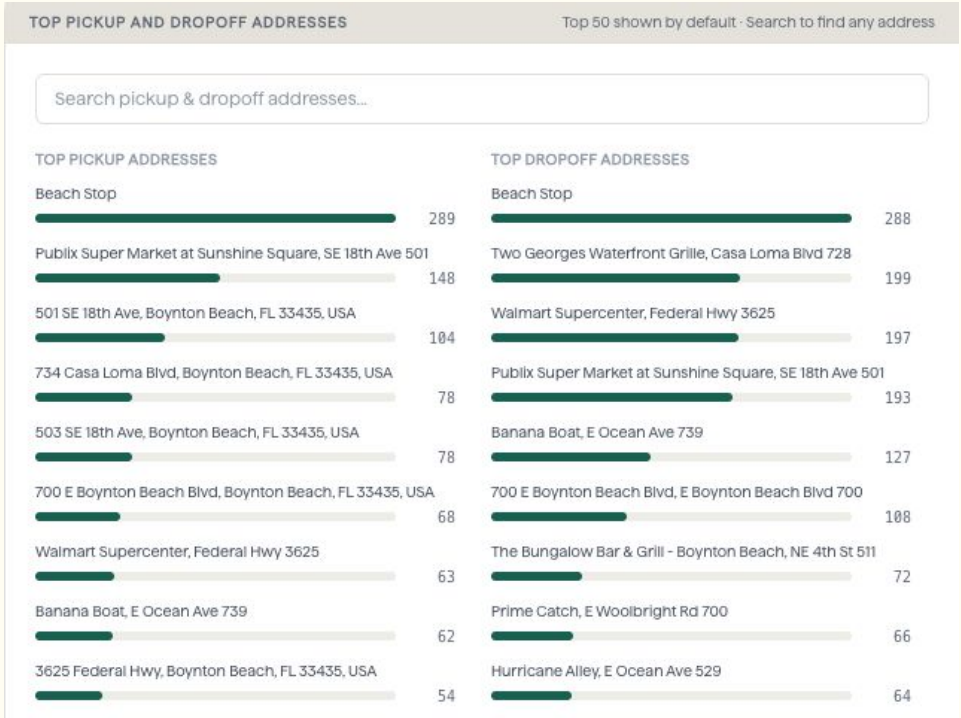
Completed rides increased 16% YoY and ridership increased by 18% YoY (compared to March 2025).



Circuit

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Top Locations

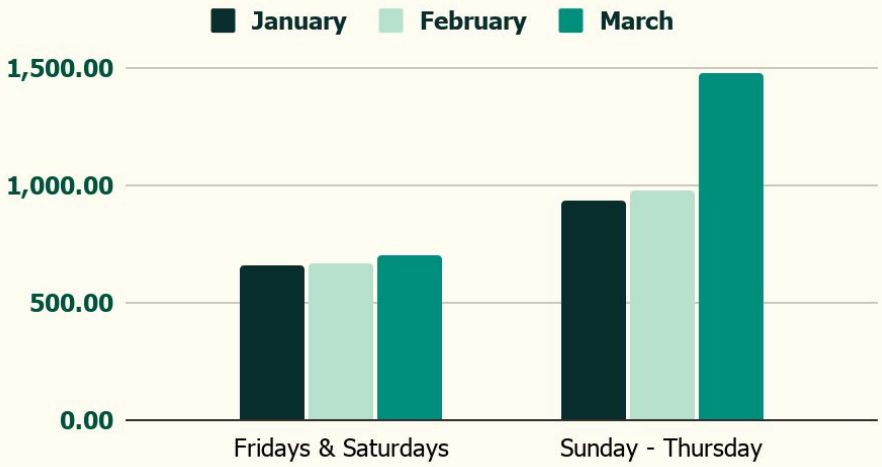


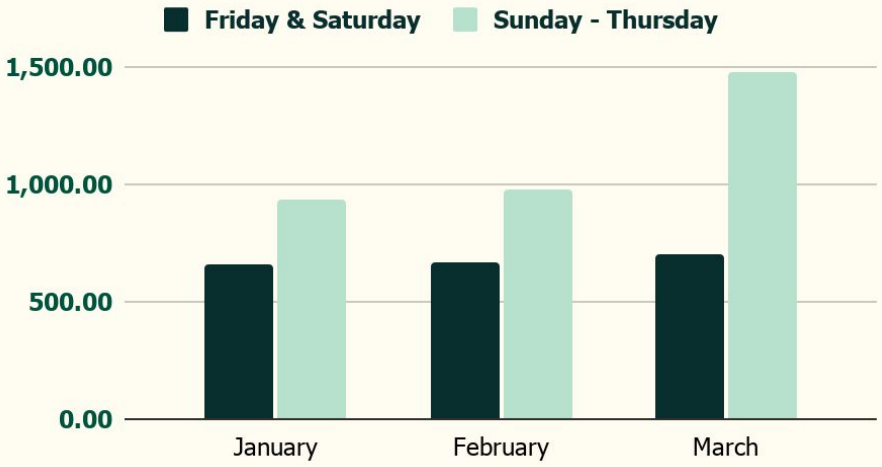
PAX Totals	Location
577	Beach Stop
341	Publix
277	Two Georges Waterfront Grill
274	Walmart Supercenter
189	Banana Boat

Circuit

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Q1 Ridership *Friday & Saturday vs Sunday - Thursday*





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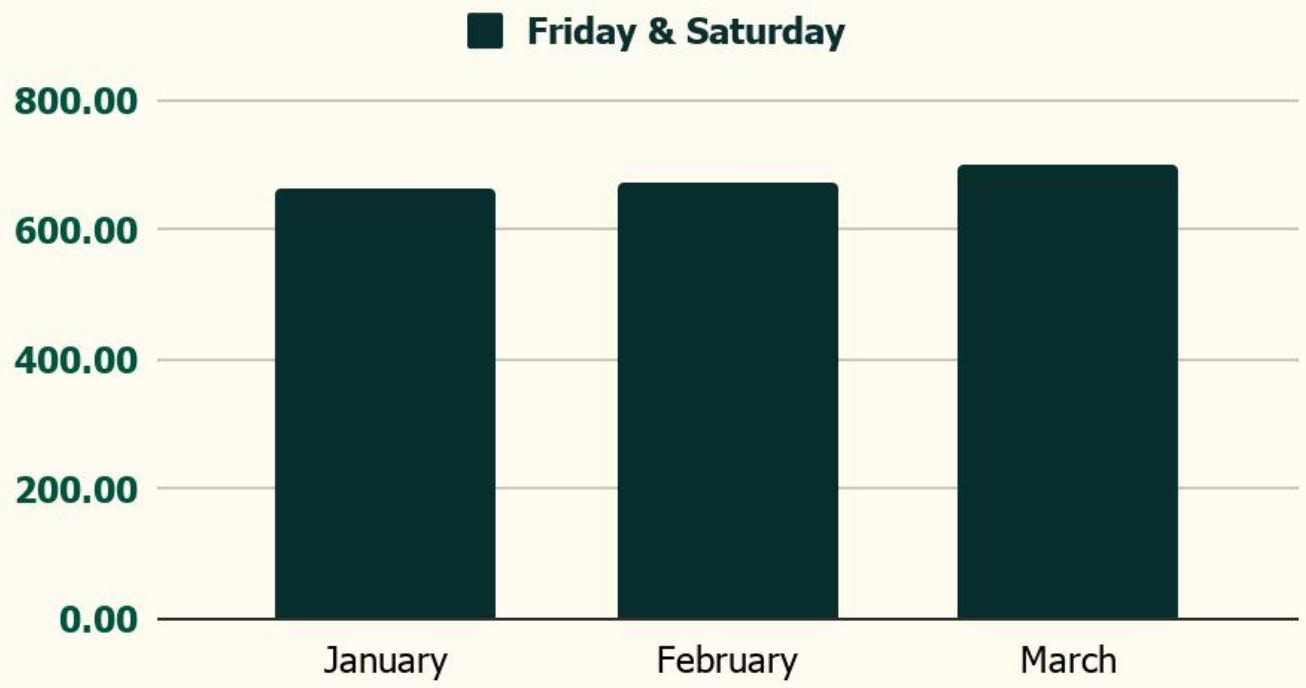
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Q1 Ridership *Fridays & Saturdays*



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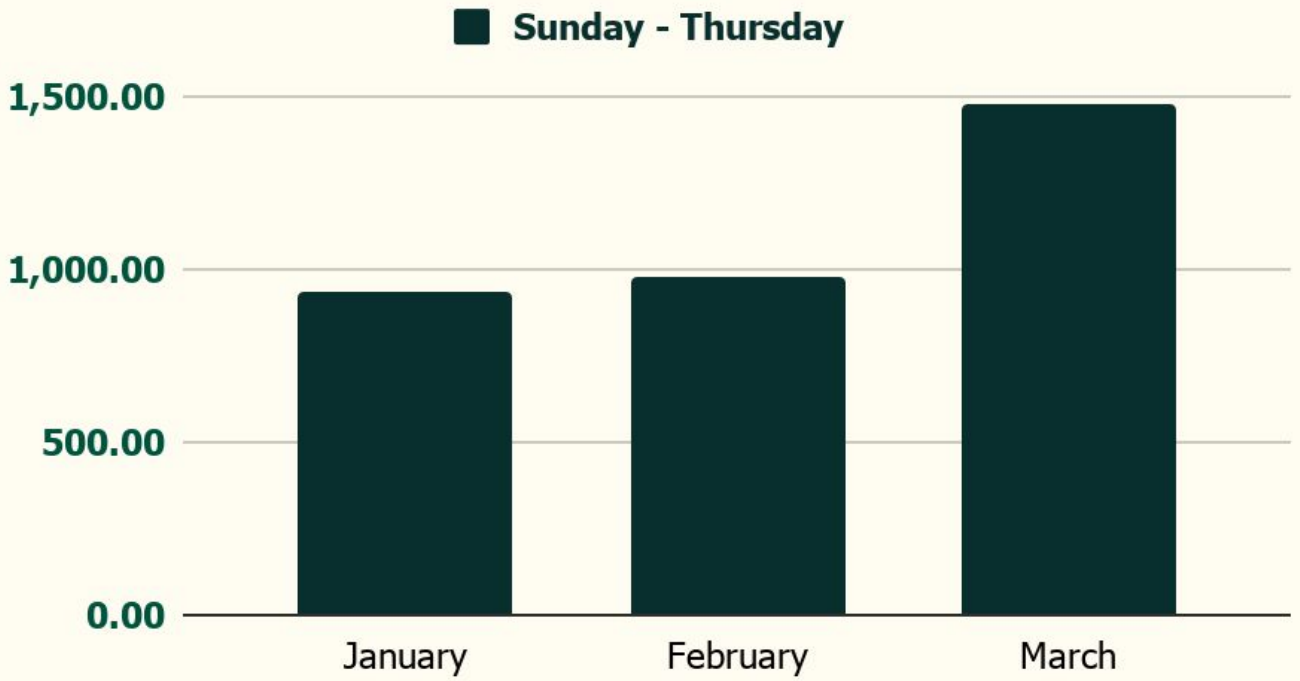
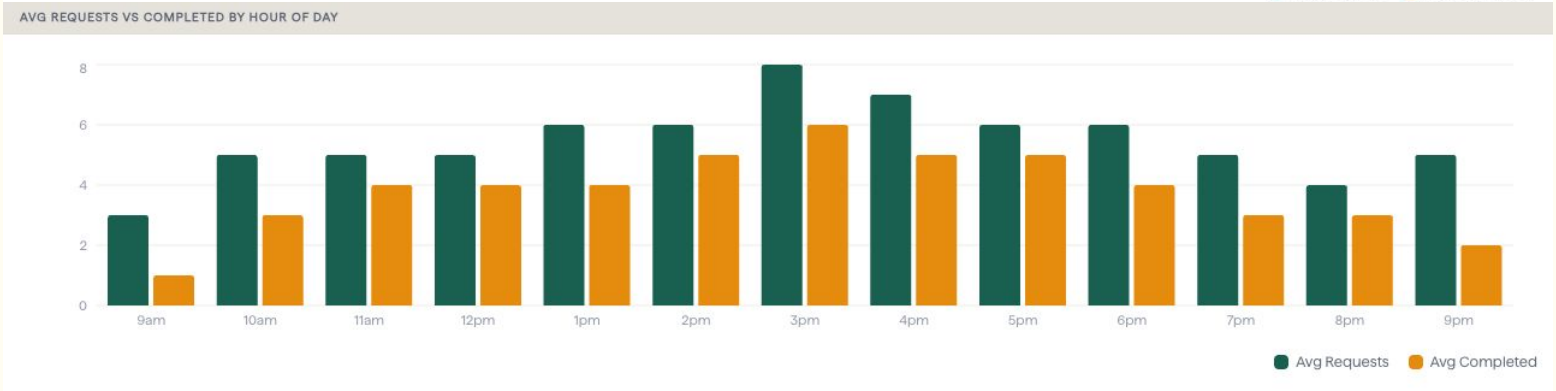
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Q1 Ridership *Sunday – Thursday*



Q1 Ridership *Supply vs Demand*





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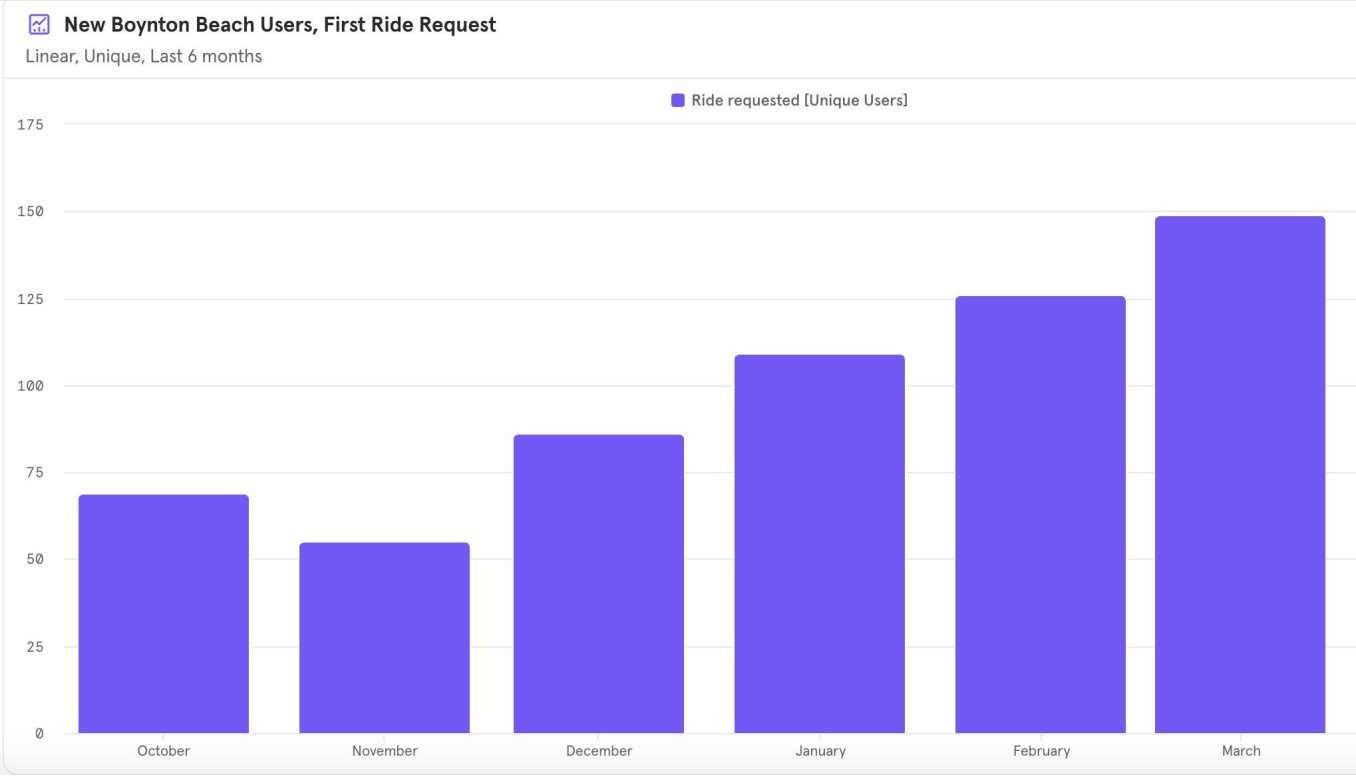
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

New Unique User Growth



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BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Q1 Zone Overview

SUMMARY

5,422	3,909	8:30	562	4,218	1.01
PASSENGERS	COMPLETED RIDES	AVG WAIT TIME	CANCELLED RIDES	REQUESTS	AVG RIDE MILES

ZONE TRIPS

Pickup Zone	Dropoff Zone	Rides ↓	Passengers	Avg Wait	Cancelled Rides	Requests	Avg Miles
Downtown	Downtown	3,289	4,313	8:14	509	3,588	1.05
Downtown	Beach Area	307	531	10:26	20	308	0.82
Beach Area	Downtown	306	566	9:36	33	322	0.82
Beach Area	Beach Area	7	12	0:00	0	0	0.29

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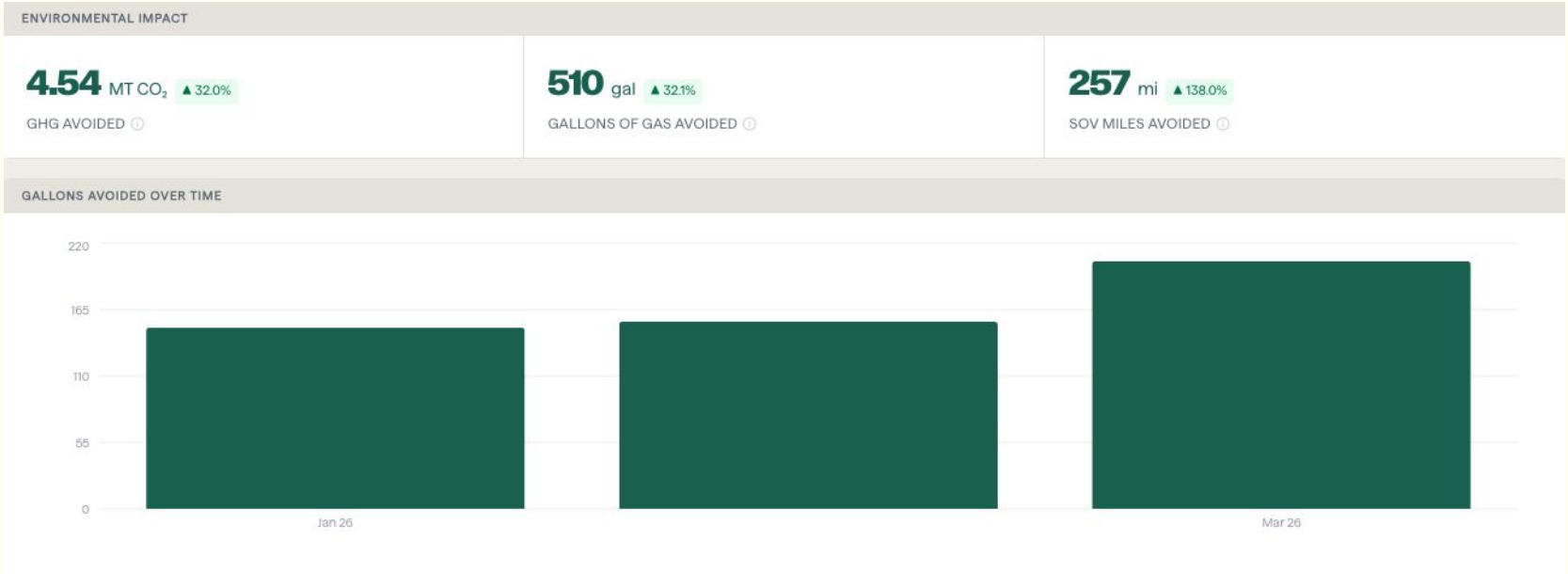
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Q1 Impact Overview



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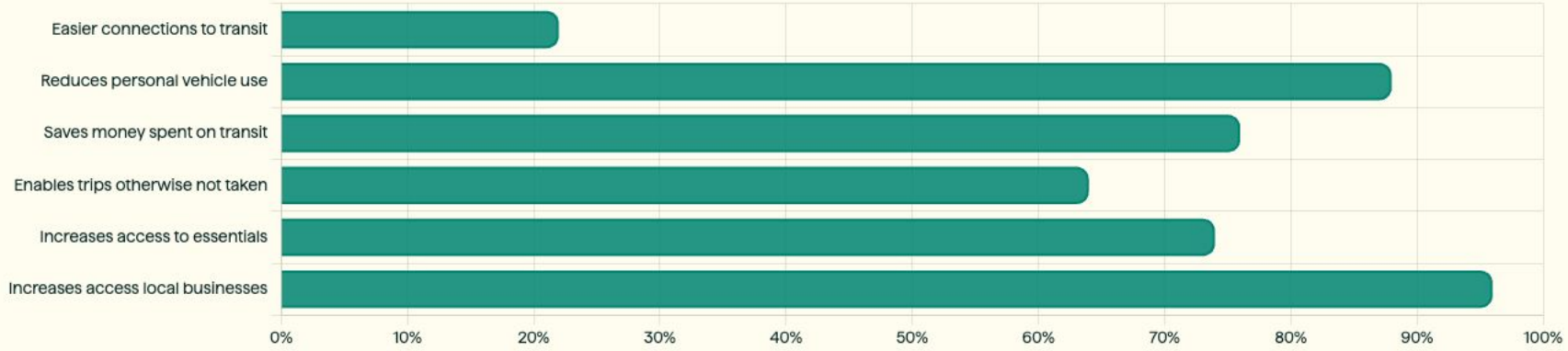
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Riders Love Circuit!

RESPONSES	NPS SCORE	COMMUNITY APPROVAL
50	+100	100%

Service Impact



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BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
NEIGHBORHOOD OFFICER POLICING PROGRAM
Quarter 2 Fiscal Year 2025/26
Quarterly Report January 1st, 2026 to March 31, 2026

TABLE OF CONTENTS

I. Community Oriented Policing Defined page 3

II. Quarterly Report Requirements page 3

III. CRA & Boynton Beach Police ILA Activities page 4

IV. Neighborhood Officer Program (NOP)

- NOP Organizational Chart page 5
- Mission Statement & Tasks page 5
- Officers Quarterly Work Hours page 7
- Significant Quarterly Activities by week page 8
- Photos – Community Events & Business Walks page 14
- CRA Area Crime Statistics page 18

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 that 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:

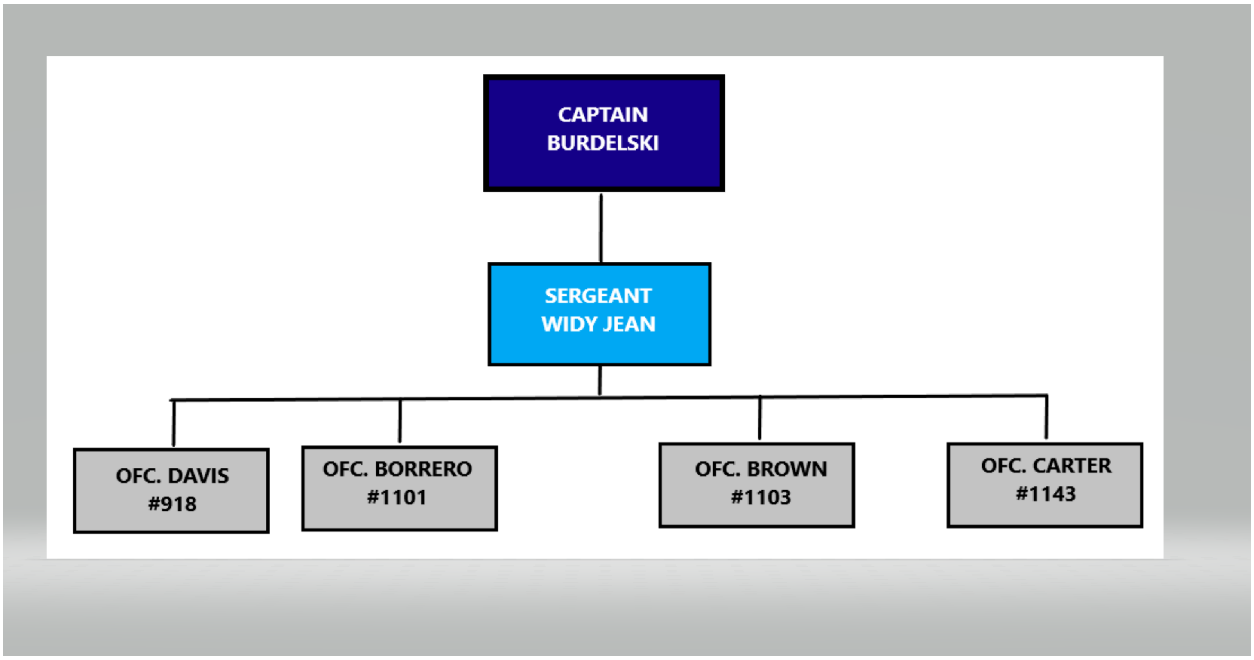
- Hours worked by the Program Officer;
- Name, rank and badge number of Program officers who have worked the Program during the reporting period;
- Activities undertaken to achieve the goals of the Program; and
- Crime statistics for the reporting period

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 137 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:



❖ **Officer Brown remains on light duty status since December 5th, 2025.**

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 business 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.

CRA 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	520	0	447.5	62.5	10	14.5
Borrero	510	0	367	67.0	76	27.0
Brown	0	0	0	0	0	0
Carter	510	0	470	40.0	0	18.50
Jean	520	0	452	68.0	0	27.0

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.

Mission Relevant Quarterly Activities Executive Summary:

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

During this quarter, CRA Officers continued a proactive and coordinated approach to addressing community concerns related to illegal activity, blight, and nuisance properties throughout the CRA district by engaging in a comprehensive whole-of-government initiative. Officers worked in close collaboration with other city departments to ensure consistent enforcement and long-term problem resolution. In response to persistent issues at the former Inn of Boynton property, officers took targeted enforcement measures, including the installation of clearly marked “No Trespassing” signs throughout the lot. Officers also made contact with multiple construction workers who had been utilizing the property for parking, advising them of the property's restricted status and ensuring compliance through education and voluntary cooperation. Additionally, officers supported community awareness initiatives by distributing educational materials to residents in the CRA district regarding the City’s newly implemented parking ordinance. These efforts were aimed at increasing public understanding and reducing violations through proactive communication.

During the 2nd Quarter of FY 2025/26, the CRA Officers accomplishments included, but were not limited to: attendance at 7 community events/meetings, completion of ----- extra patrols/business checks, attendance at 7 CRA Board/Advisory Board Meetings, ----- arrests and ----- 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 CRA officers resumed business walks in the CRA district. Officers conducted business checks, attended community meetings, and took part in 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.

Specific Mission Relevant Quarterly Activities Undertaken by Week:

Week 1 – 01/01/26 to 01/09/26

- A suspicious person was investigated at 100 E. MLK, Case#26-000088
- A suspicious person was investigated at 1005 N. Seacrest Blvd, Case #26-001190
- A business check was conducted at Riverwalk Plaza, Case#26-001212
- A suspicious person was investigated at 175 SE 27th Pl, Case#26-001232
- A suspicious person was investigated at 650 Snug Harbor, Case#26-001263
- Officers responded to a stabbing at 237 NE 13th Ave, Case#26-001387
- A suspicious person was investigated at 411 NE 11th Ave, Case#26-001420
- An extra patrol was conducted at 128 NE 10th Ave, Case#26-001481
- Officers responded to a vehicle crash at N. Seacrest Blvd & Boynton Beach Blvd, Case#26-001496
- Officers conducted a business check at Ocean Palm Plaza, Case#26-001715
- Officers investigated a suspicious person at Sara Sims Park, Case#26-001728
- Officers conducted a business check at Sunshine Square Plaza, Case#26-001734
- Officers conducted a business check at One Boynton, Case#26-001736
- Officers conducted a traffic stop at 1400 N. Federal Hwy, Case#26-001769
- Officers investigated a suspicious person at 700 N. Railroad Ave, Case#26-001818
- Officers conducted an Extra Patrol at Intercoastal Park, Case#26-002022
- Officers conducted a traffic stop at 200 NE 10th Ave, Case#26-002088
- Officers conducted a traffic stop at 1400 N. Seacrest Blvd, Case#26-002106
- A suspicious person was investigated at 216 NW 5th Ave, Case#26-002129
- A suspicious person was investigated at 117 NE 10th Ave, Case#26-002136
- A business check was conducted at Riverwalk Plaza, Case#26-002158
- Officers conducted a traffic stop at 1300 N. Federal Hwy, Case#26-002217
- Officers conducted an Extra Patrol at Intercoastal Park, Case#26-002222
- Officers conducted an Extra Patrol at 220 NE 7th Ave, Case#26-002233
- Officers conducted a traffic stop at City Hall, Case#26-002234
- Officers conducted a business check at Ocean Palm Plaza, Case#26-002382
- Officers conducted an Extra Patrol at Intercoastal Park, Case#26-002385
- Officers handled a police assist at 141 NE 9th Ave, Case#26-002398

- Officers handled a police assist at Marina Village, Case#26-002437
- Officers assisted BBFD at 505 Industrial Ave, Case#26-002805
- Officers handled a traffic complaint at Industrial Ave & Boynton Beach Blvd, Case#26-002806

Week 2 – 01/12/26 to 01/16/26

- A suspicious person was investigated at 130 NE 10th Ave, Case#26-003208
- Officers conducted a traffic stop at Boynton Beach Blvd & Federal Hwy, Case#26-003222
- Officers conducted a traffic stop at 2000 S. Federal Hwy, Case#26-003475
- A suspicious person was investigated at Sunshine Square, Case#26-003524
- Officers conducted a traffic stop at 2900 S. Seacrest Blvd, Case#26-003529
- Officers conducted a traffic stop at Boynton Beach Blvd & Seacrest Blvd, Case#26-003550
- Officers investigated a Shots Fired Incident at 1413 N. Seacrest Blvd, Case#26-003555
- Officers responded to a burglary attempt at 100 NE 10th Ave, Case#26-004046
- Officers conducted a traffic stop at Boynton Beach Blvd & N. Seacrest Blvd, Case#26-004076
- A suspicious person was investigated at Sara Sims, Case#26-004082
- A suspicious person was investigated at Ocean Breeze East, Case#26-004106

Week 3 – 01/19/26 to 01/23/26

- Officers conducted a traffic stop at 1100 N. Seacrest Blvd, Case#26-005129
- Officers investigated a theft at 117 NE 10th Ave, Case#26-005339
- Officers conducted a business check at the Nova Inn, Case#26-005397
- Officers conducted a traffic stop at 2800 S. Federal Hwy, Case#26-005433
- Officers conducted a traffic stop at 3300 S. Federal Hwy, Case#26-005441
- Officers conducted a traffic stop at One Boynton, Case#26-005448
- Officers conducted a traffic stop at 1810 S. Federal Hwy, Case#26-005453
- Officers conducted a traffic stop at 100 NE 7th Ave, Case#26-005673
- Officers conducted a Welfare Check at Seacrest Blvd and NW 1st Ave, Case#26-005675
- Officers investigated an abandoned vehicle at The Inn, Case#26-005687
- Officers conducted a traffic stop at 2300 S. Federal Hwy, Case#26-005925
- Officers conducted a traffic stop at 600 E. Ocean Ave, Case#26-005926
- Officers conducted a traffic stop at Woolbright & Federal Hwy, Case#26-005965
- Officers conducted a traffic stop at 2300 S. Federal Hwy, Case#26-005974
- Officers conducted a Welfare Check at 3625 S. Federal Hwy, Case#26-005981
- A suspicious person was investigated at 336 NE 10th Ave, Case#26-006006
- Officers assisted with locating a missing juvenile, Case#26-006327

Week 4 – 01/26/26 to 01/30/26

- A suspicious person was investigated at 117 NE 11th Ave, Case#26-007170
- A traffic complaint was investigated at 501 SE 18th Ave, Case#26-007250
- A suspicious person was investigated at Casa Costa, Case#26-007508
- Officers conducted a traffic stop at 300 NE 1st St, Case#26-007539
- Officers assisted BBFD at 510 Industrial Ave, Case#26-007540
- Officers conducted a traffic stop at 300 NE 6th Ave, Case#26-007566
- Officers investigated a suspicious incident at 1500 SW 8th St, Case#26-007734
- Officers conducted a traffic stop at 100 E. Boynton Beach Blvd, Case#26-007756
- A suspicious person was investigated at Railroad Ave & NE 10th Ave, Case#26-007759
- Officers responded to a Robbery at 553 NW 13th Ave, Case#26-007772
- Officers handled police assist at 117 NE 9th Ave, Case#26-007801
- A suspicious person was investigated at 1420 N. Federal Hwy, Case#26-007816
- Officers conducted a traffic stop at Sunshine Square Plaza, Case#26-007820
- Officers conducted a business check at 501 SE 18th Ave, Case#26-007825
- Officers conducted a business check at the Marina, Case#26-007826
- Officers handled a disturbance at 414 S. Federal Hwy, Case#26-007837
- Officers conducted a traffic stop at NW 4th St & NW 10th Ave, Case#26-007859
- Officers conducted a traffic stop at 100 NE 14th Ave, Case#26-007873
- Officers conducted a traffic stop at 1300 W. Boynton Beach Blvd, Case#26-008046
- Officers conducted a traffic stop at 500 NW 9th Ave, Case#26-008077
- Officers handled a police assist at Sara Sims, Case#26-0026-008116

Week 5 – 02/02/26 to 02/06/26

- A business check was conducted at 1600 S. Federal Hwy., Case # 26-009534
- A traffic stop was conducted at 800 N. Federal Hwy, Case# 26-009538
- Officers responded to shots fired at 1625 NE 1st ST, 26-009950
- A traffic stop was conducted at 600 E. Boynton Beach Blvd., Case # 26-009574
- A traffic stop was conducted at 100 NE 12th Ave, Case # 26-009587
- A traffic stop was conducted at 1200 S. Fed. Hwy., Case # 26-009595
- Officers responded to a suspicious vehicle at 500 W BBB, Case # 26-009598
- A traffic stop was conducted at 2200 S Federal Hwy, Case# 26-009619
- A traffic stop was conducted at 100 W BBB, Case# 26-009622
- A traffic stop was conducted at 200 W BBB, Case# 26-009701
- A traffic stop was conducted at 400 E MLK Blvd Case# 26-009745
- Officers responded to a suspicious person at 334 NE 11th Ave, Case # 26-09867
- A traffic stop was conducted at 300 NE 13th Ave Case# 26-009886
- A traffic stop was conducted at 100 W BBB, Case# 26-009622
- Officers responded to a suspicious person at 117 NE 9th Ave, Case # 26-010013
- Officers responded to a suspicious incident at 2010 N Federal Hwy, Case # 26-010022

- Officers responded to a theft at 1634 S Federal Hwy, Case # 26-010040
- An extra patrol was conducted at 306 SE 1st Ave, Case #26-010075
- A business check was done at 1600 S Federal Hwy, Case#26-010076
- An extra patrol was conducted at 306 SE 1st Ave, Case #26-010330
- A business check was conducted at 743 NE 1st Ave., Case # 26-010345
- Officers responded to a BOLO at 500 W BBB, Case # 26-010339
- Officers responded to a suspicious incident at 635 NW 5th ST, Case # 26-010375
- Officers responded to a suspicious person at 117 E MLK, Case # 26-010395

Week 6 – 02/09/26 to 02/13/26

- A traffic stop was conducted at 700 NE 8th Ave, Case # 26-011184
- A suspicious person was investigated at E MLK & N Railroad, Case#26-011235
- A traffic stop was conducted at 200 NE 12th Ave, Case # 26-011450
- A traffic stop was conducted at E Ocean Ave & N Federal Hwy, Case # 26-011452
- A traffic stop was conducted at 200 NE 11th Ave, Case # 26-011464
- An extra patrol was conducted at 117 E MLK, Case #26-011514
- A business check was done at 3625 S Federal Hwy, Case#26-011662
- A business check was done at 743 NE 1st Ave, Case #26-011671
- Officers responded to a disturbance at 303 E Woolbright Rd, Case#26-011754
- A traffic stop was conducted at 1700 N Seacrest, Case # 26-011763
- A traffic stop was conducted at E BBB & N Federal Hwy, Case # 26-011778
- A traffic stop was conducted at 200 E MLK, Case # 26-011789
- Officers responded to a child locked in vehicle at 2309 S federal Hwy, Case 26-011802
- Officers responded to shots fired at 406 NW 5th Ave, Case # 26-011833
- Officers responded to a disturbance at 548 E Woolbright, Case 26-011925
- A business check was conducted at 700 Casa Loma Blvd, Case # 26-011934
- Officers responded to a theft at 500 E Woolbright, Case #26-011938
- A suspicious person was investigated at 100 E. MLK, Case#26-011949
- A business check was conducted at 1550 N. Fed. Hwy, Case # 26-012000
- A business check was conducted at 1600 S. Fed. Hwy., Case # 26-012020
- A suspicious person was investigated at MLK & Seacrest Blvd, Case#26-012023
- A suspicious person was investigated at 1810 S. Federal Hwy, Case#26-012053

Week 7 – 02/16/2026 to 02/20/2026

- A suspicious vehicle was investigated at 101 W Woolbright, Case#26-013183
- A business check was conducted at 580 E Woolbright, Case # 26-013332
- A business check was conducted at 1550 N. Fed. Hwy, Case # 26-013341
- Police services were rendered at 225 NW 12th Ave, Case # 26-013407
- A suspicious person was investigated at 100 E MLK, Case#26-013447

- A suspicious person was investigated at 600 N Seacrest, Case#26-013454
- A traffic stop was conducted at 400 S. Federal Hwy., Case#26-013461
- A traffic stop was conducted at 128 E MLK, Case#26-13467
- A traffic stop was conducted at 517 NE 1st ST, Case#26-013476
- Officers assisted a motorist at 1100 W Gateway, Case #26-013494
- A suspicious person was investigated at 505 N Railroad, Case#26-013977
- Officer conducted police assist at 2100 High Ridge Rd, Case 26-014076
- Officers responded to a residential burglary at 315 NW 5th Ave, Case # 26-014379

Week 8 – 02/23/2026 to 02/27/2026

- A traffic stop was conducted at 800 S Federal Hwy, Case#26-015461
- A traffic stop was conducted at 400 E Gateway, Case#26-015485
- A traffic stop was conducted at 100 NE 13th Ave, Case#26-015489
- A traffic stop was conducted at 600 N Federal Hwy, Case#26-015492
- An extra patrol was conducted at 1600 N Federal Hwy, Case #26-015499
- A disturbance was investigated at 1601 NW 3rd St, Case # 26-015535
- A business check was conducted at 1550 N. Fed. Hwy, Case # 26-015714
- A traffic stop was conducted at Old Boynton & Congress, Case#26-015802
- A business check was conducted at 1550 N. Fed. Hwy, Case # 26-015963
- A traffic stop was conducted at 301 N Seacrest, Case#26-016111
- Officers assisted motorist at 500 W Woolbright, Case # 26-016115
- A business check was conducted at 1550 N. Fed. Hwy, Case # 26-016248

Week 9 – 03/02/2026 to 03/06/2026

- A suspicious person was investigated at 100 NE 4th ST. Case #26-017131
- A business check was conducted at 1600 North Federal Hwy Case # 26-017385
- A business check was conducted at 743 NE 1st Ave Case #26-017387
- A traffic stop was conducted at I95/ NB Woolbright Rd Case # 26-017426
- A traffic stop was conducted at 1300 N Federal Hwy Case# 26-017444
- A traffic stop was conducted at 100 East Martin Luther King Blvd Case# 26-017778
- An extra patrol was conducted at 100 East Ocean Ave Case# 26-017970
- A business check was conducted at 580 E Woolbright Rd Case# 26-017974
- A traffic stop was conducted at Gulfstream and Fed Case # 26-017977
- A traffic stop was conducted at 100 SW 3rd Ave Case # 26-017982
- An extra patrol was conducted at 600 SE 4th St Case # 26-017999

Week 10 – 03/09/2026 to 03/13/2026

- A traffic stop was conducted at 1400 N Seacrest Blvd 26-019267

- A business check was conducted at 1600 N Federal Hwy Case # 26-019492
- A traffic stop was conducted at Gulfstream Blvd/ N Federal Hwy Case# 26-019555
- A traffic stop was conducted at E Woolbright Rd/S Federal Hwy Case# 26-019560
- A traffic stop was conducted at 400 NW 4th St Case # 26-019564
- A traffic stop was conducted at 821 NE 1st St Case # 26-019614
- A traffic stop was conducted at 200 N Seacrest Blvd Case # 26-019925
- An officer responded to a police assist at 731 NE 8th Ave Case # 26-019935
- An extra patrol was conducted at 1005 N Seacrest Blvd Case # 26-020130
- A traffic stop was conducted at E Boynton Beach Blvd/N Federal Case # 26-020227
- An extra patrol was conducted at 401 N Railroad Ave Case # 26-021672
- A traffic stop was conducted at 100 NE 8th Ave Case # 26-021688
- A business check was conducted at 1600 N Federal Hwy Case # 26-021852
- An extra patrol was conducted at 600 North RD Case # 26-022073
- A traffic stop was conducted at 300 S Federal Hwy Case # 26-022188
- A business check was conducted at 401 N Railroad Ave Case # 26-022192
- A business check was conducted at 401 N Railroad Ave Case # 26-022417

Week 11 – 03/16/2026 to 03/20/2026

- A traffic stop was conducted at 1300 N Seacrest Blvd/ NE 12th Ave Case # 26-023193
- A traffic stop was conducted at E Boynton Beach Blvd/N Seacrest Blvd Case # 26-023197

Week 12 – 03/23/2026 to 03/27/2026

- An extra patrol was conducted at 670 Oak St Case #26-023283
- A business check was conducted at 1600 S Federal Hwy Case # 26-023491
- A business check was conducted at 401 N Railroad Ave Case# 26-023542
- An extra patrol was conducted at 548 NW 13th Ave Case # 26-023542
- A traffic stop was conducted at KFC Case #26-023559
- A traffic stop was conducted at NE 9th Ave/E Martin Luther King Blvd Case # 26-023566
- A traffic stop was conducted at 409 E Martin Luther King Blvd Case # 26-023581
- A traffic stop was conducted at E Boynton Beach Blvd/Federal Hwy Case # 26-023610
- An extra patrol was conducted at 670 Oak St Case # 26-023617
- An extra patrol was conducted at 8000 Bermuda Sound Way Case #26-023617
- A business check was conducted at 1600 N Federal Hwy Case #26-024169
- A business check was conducted at 1600 N Federal Hwy Case #26-024399
- A business check was conducted at 401 N Railroad Ave Case #26-02440
- A business check was conducted at 1600 N Federal Hwy Case #26-024111
- A business check was conducted at 548 NW 13th Ave Case #26-024412

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 2:

Community Event at Ezell Hester – JANUARY 22nd, 2026



RIBBON CUTTING AT COTTAGE DISTRICT – JANUARY 29th, 2026





COOKOUT WITH THE COPS – FEBRUARY 7TH, 2026

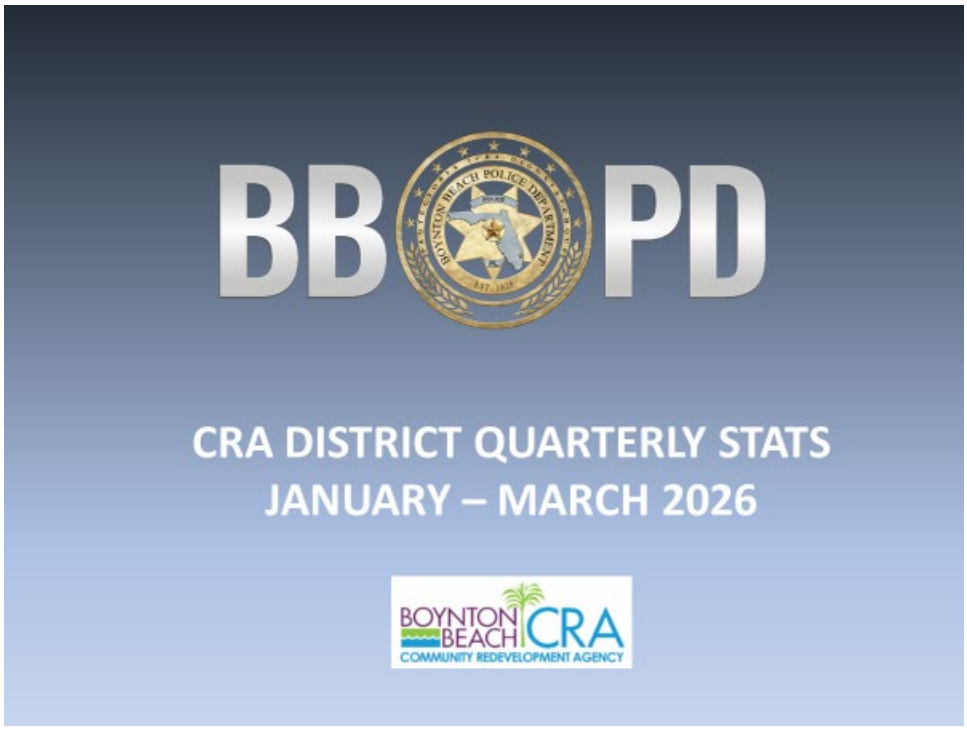


BUSINESS WALKS – WEEKLY





CRA Crime Statistics January 1st, 2026 to March 31st, 2026:





CRA STATS JANUARY – MARCH 2026

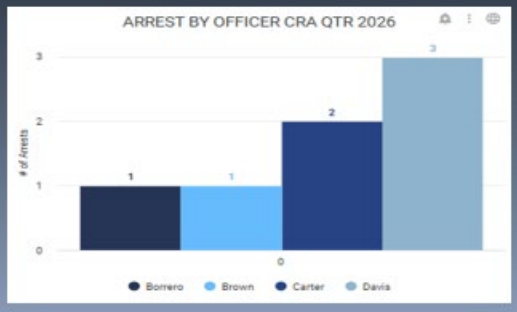
OFFENSE	2025 JAN	FEB	MAR	2025 QTR TOTAL	2026 JAN	FEB	MAR	2026 QTR TOTAL	% CHANGE / LAST YEAR
CRIMINAL HOMICIDE *	1	0	0	1	0	0	0	0	-100%
SEXUAL BATTERY	1	2	0	3	0	0	1	1	-67%
ROBBERY	3	1	1	5	0	0	1	1	-80%
AGG ASSAULT/BATTERY	5	5	6	16	6	1	4	11	-31%
VIOLENT CRIME TOTAL:	10	8	7	25	6	1	6	13	-48%

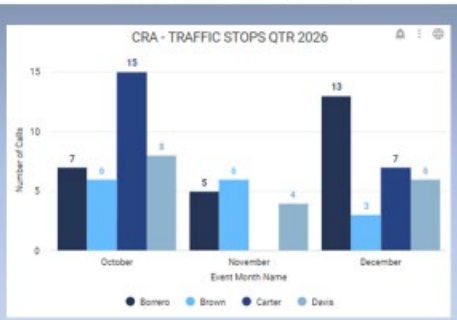
OFFENSE	2025 JAN	FEB	MAR	2025 QTR TOTAL	2026 JAN	FEB	MAR	2026 QTR TOTAL	% CHANGE / LAST YEAR
BURGLARY	6	3	0	9	5	8	8	21	133%
AUTO BURGLARY	4	3	0	7	3	2	11	16	129%
AUTO THEFT	3	2	3	8	3	5	1	9	13%
LARCENY	16	15	13	44	12	21	13	46	5%
NON-VIOLENT CRIME TOTAL:	29	23	16	68	23	36	33	92	35%
INDEX CRIME TOTAL	39	31	23	93	29	37	39	105	13%

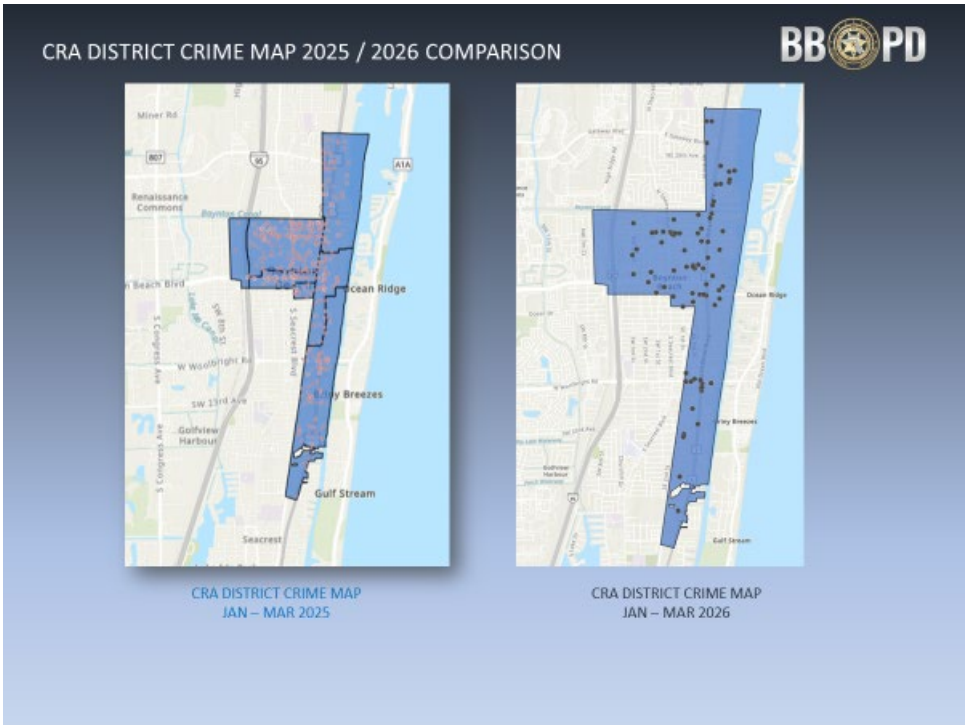
	2025 JAN	FEB	MAR	2025 QTR TOTAL	2026 JAN	FEB	MAR	2026 QTR TOTAL	% CHANGE / LAST YEAR
ARRESTS	51	59	60	170	69	73	65	207	22%
TRAFFIC COLLISION	39	39	43	121	40	35	10	85	-30%
DRUG OFFENSES	26	13	26	65	25	20	18	63	-3%

	2025 JAN	FEB	MAR	2024 QTR TOTAL	2026 JAN	FEB	MAR	2026 QTR TOTAL	% CHANGE / LAST YEAR
FIELD INTERVIEWS	31	33	29	93	15	14	17	46	-51%
TRESPASS WARNING	16	18	18	52	22	15	8	45	-13%

CRA OFFICER STATS JANUARY – MARCH 2026






CRA DISTRICT CRIME MAP 2025 / 2026 COMPARISON
BB PD
Miner Rd
Renaissance Commons
Ocean Ridge
Gulf Stream
Seacrest
CRA DISTRICT CRIME MAP
JAN – MAR 2025
CRA DISTRICT CRIME MAP
JAN – MAR 2026


BB PD

Quarterly Report – B & S Maintenance Technicians for the CRA Areas

Date	January ~ March 2026
Activities/Accomplishments	▪ Restored and enhanced landscaping within MLK Jr Blvd including replacing dead trees and shrubs. (December and January 2026) ▪ Conducting daily debris and trash pick-up to prevent roadway hazards ▪ Regularly inspected and reported issues related to City-owned and FPL-owned streetlights within the CRA areas including Heart of Boynton areas, Federal Hwy and Boynton Beach Blvd. ▪ Completed repairs and new installation of the traffic signs in INCA neighborhood, east of Federal Hwy and between NE 4th Ave to North Rd. (February 2026) ▪ Completed irrigation repairs and landscape improvements along SE 4th Street (January and February 2026) ▪ Continue to repair and improve sidewalks on all City-maintained streets within the CRA areas. ▪ Removal of overgrown vegetation at the end of SE 2nd Ave., east of FEC Railway, to address concerns from the FEC (January 2026) ▪ Removed rubber planter covers and planted shrubs in the planters along 100 E Ocean Ave to prevent further sidewalk damage. (March 23, 2026 ~) ▪ Removed the dead palms and replaced them with new ones along E Ocean Ave, east of Federal Hwy (January 5th, 2026) ▪ Collaborated with Code Enforcement to clean up illegal dumping areas along NE 13th Ave and NE 12th Ave. (January 2026) ▪ Repaired 15 broken paver sections around the FPL streetlight poles along Federal Hwy. (February 2026 ~) ▪ Pressure Cleaning of Mangrove Park (Feb 1 ~ 4, 2026)
Photos	MLK Jr Blvd 

SE 4th Street



Mangrove Park



Daily debris and trash pick-up

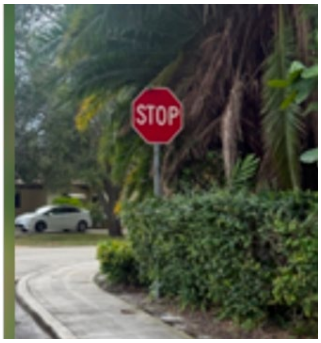


Federal Hwy



INCA





E Ocean Ave



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

ANNOUNCEMENTS AND AWARDS

AGENDA ITEM 9.A

SUBJECT:
Rock the Plaza at Ocean Plaza on May 16, 2026 from 2:00 PM - 6:00 PM

SUMMARY:
On Saturday, May 16, 2026, the BBCRA will host *Rock the Plaza* at the Ocean Plaza property which is located at 640 E. Ocean Avenue. Free parking will be available onsite and at 115 N. Federal Highway.

The free promotional activation, which will take place from 2:00 p.m. to 6:00 p.m., will spotlight the businesses that are located within the shopping plaza and feature live music from Paul Anthony & The Reggae Souljahs.

Food and beverages will be available for purchase from the restaurants located within the plaza. Additionally, event goers will be able to take advantage of special Boynton Beach Bucks offers and sample select menu items from participating businesses throughout the afternoon.

To maximize customer outreach, BBCRA staff will also provide social media assistance to interested businesses in the plaza prior to the event to increase marketing and cross promotional opportunities.

Please see Attachment I for the branded promotional poster that will be distributed to businesses throughout the city.

FISCAL IMPACT:
FY 2025 - 2026 Budget, Project Fund, Line Item 02-58500-480 - $20,000.

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
No action is required at this time unless otherwise determined by the CRA Board.

ATTACHMENTS:

	Description
•	Attachment I - Promotional Poster

ROCK THE PLAZA

BOYNTON BEACH

MAY 16TH

FREE EVENT

2PM-6PM

MUSIC BY

PAUL ANTHONY & THE REGGAE SOULJAHS

OCEAN PLAZA ⚡ 640 E. OCEAN AVE.

PRESENTED BY BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

CONSENT AGENDA

AGENDA ITEM 11.A

SUBJECT:
Approval of the Joint CRA Board/City of Boynton Beach Commission Meeting Minutes for April 14, 2026

SUMMARY:
See attached minutes.

CRA BOARD OPTIONS:
Approve the April 14, 2026 Joint CRA Board/City of Boynton Beach Commission Meeting Minutes.

ATTACHMENTS:

	Description
•	04-14-2026 CRA City Joint Meeting Minutes

MINUTES OF THE JOINT MEETING OF THE CITY COMMISSION AND THE COMMUNITY REDEVELOPMENT AGENCY BOARD HELD ON TUESDAY, APRIL 14, 2026, AT 6:00 PM IN CITY HALL COMMISSION CHAMBERS 100 E OCEAN AVENUE, BOYNTON BEACH, FLORIDA

PRESENT:

Chair Rebecca Shelton
Vice Chair Woodrow Hay
Board Member Angela Cruz
Board Member Thomas Turkin
Board Member Aimee Kelley

Tim Tack, Assistant Director
Kathryn Rossmell, Board Counsel

1. Call to Order

Mayor Rebecca Shelton called the meeting to order at 6:00 P.M.

2. Invocation

Commissioner McCray gave the Invocation.

3. Pledge of Allegiance

Vice Mayor Turkin led the Pledge of Allegiance to the Flag.

4. Roll Call

The Minutes Specialist called the roll. A quorum was present.

5. Agenda Approval

A. Additions, Deletions, Corrections to the Agenda

Vice Mayor Turkin added a discussion of the RMA Contract and the Executive Director to Item 6 for under Legal. Commissioner Kelley seconded the motion. The motion passed unanimously.

B. Adoption of Agenda

Motion

Commissioner Kelley moved to approve the agenda as amended. Commissioner Cruz seconded the motion. The motion passed unanimously.

6. Legal

Commissioner Turkin wanted to hear an update from Legal regarding the RMA contract.

Attorney Rossmell stated that this item is not on the agenda as it arose after the Agenda was published and it has several moving parts. She stated that the CRA has independent Human Resource Counsel from the FordHarrison Firm, and in particular. David Gobeo. Last Friday, the firm was notified of a potential incident with an RMA employee contractor hired to perform executive director function and Mr. Gobeo undertook an investigation, the result of which a copy is provided. He found the behavior occurred on April 9th in violation of CRA policies and would have warranted a termination of the contract or other discipline; however, prior to that, RMA sent letter of resignation, and it did not mention the incident. She said Mr. Gobeo was present to answer questions.

Attorney Rossmell advised that if the Board accepts the resignation, she will need to be authorized to work with either the City Manager or an appointed Board Member to ensure the termination is effective pursuant to the contract.

Motion

Vice Mayor Turkin was fine with moving forward with the termination of the contract, so it reflects the resignation of the vendor.

Commissioner McCray suggested the motion include that they will work with the City Manager as well.

Attorney Rossmell explained that the City Manager is the contract administrator so to the extent that she needs something signed, she said the Board should authorize the City Manager the ability to work with her on the termination the RMA contract and appoint the City Manager as the Interim CRA Director.

Attorney Rossmell said they may need to draft a minor contract amendment because the resignation was not provided for in that form in the contract.

Vote

Commissioner McCray seconded the motion.

Mayor Shelton opened Public Comment. No one came forward.

The motion passed unanimously.

Motion

Vice Mayor Turkin commented there has been a lot of progress in the last few months and this is a crucial moment in time. He moved for City Manager Dan Dugger to be appointed as Interim CRA Director. Commissioner McCray seconded the motion. The motion passed 4-1 *(Commissioner Cruz dissenting.)*

Mayor Shelton opened Public Comment. No one came forward.

Attorney Rossmell stated that she will work with City Legal and the City Manager and return with the paperwork at the next meeting.

Vice Mayor Turkin said to make sure the Interim Manager position is effective immediately.

Attorney Rossmell stated the City Manager will take on the role immediately and next month they will make sure he is paid retroactively to the extent it is necessary and be retroactive to today/s date.

Commissioner Cruz said the members should discuss this as a Board, given the incident that allegedly took place, and that they should have a conversation about the future of the CRA. She noted there is a lot going on, the City Manager should focus on the City and in the past, the CRA is a separate governmental agency governed by the Board, but was always led by its own Executive Director.

Commissioner Kelley commented thought for continuity and for transition, this makes sense and it will work, and they will make sure the CRA continues to move. She did not want this to come across as a permanent fix. She noted the have the purchase of 13 parcels and a huge decision needs to be made, and if they repost for an Executive Director and they have to keep things moving. Have amazing city staff to assist the CRA and this is more in aid as opposed to a hindrance. She supports dan in temporary position at the CRA. She said if issues arise, it will be brought to the Board, and this will provide stability.

Commissioner McCray agreed and supported it 100%.

Vice Mayor Turkin wanted to postpone the remainder of the agenda because of the workshop and address this next week before the City Commission meeting so the interim director has time to be briefed by CRA staff and postpone jt until the meeting to next week to allow the City Manager time to absorb the perspective.

Motion

Commissioner McCray moved to table Items 9 A, B, C and D until April 21st. at 6 p.m. Vice Mayor Turkin seconded the motion. The motion passed unanimously.

Commissioner Cruz said when it comes to today's decision she did not want to move forward with an immediate change is because they had an interim person for a long time while looking for an Executive Director, and she shared her sympathies with staff, and told them not to feel nervous about their jobs. She said they should slow down in making decisions.

Commissioner Kelley said Mr. Tack has spearheaded the CRA as well as staff and kept the CRA going. She said the entire Board and City Commission supports staff.

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. Public Comments

None.

9. New Business

A. Discussion and Consideration of Redistricting the CRA

B. Discussion and Consideration of the Residential Improvement Grant Program

C. Discussion and Consideration of the Transfer of CRA Business Development Promotions to City

D. Discussion and Consideration of FY 2026-2027 Budget Considerations

10. Future Agenda Items

11. Adjournment

Motion

Vice Mayor Turkin moved to adjourn. The motion was duly seconded. The motion passed unanimously.

The meeting was adjourned at 6:16 p.m.

Catherine Cherry
Minutes Specialist

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

CONSENT AGENDA

AGENDA ITEM 11.B

SUBJECT:
Approval of the CRA Board Meeting Minutes for April 14, 2026

SUMMARY:
See attached minutes.

CRA BOARD OPTIONS:
Approve the April 14, 2026 CRA Board Meeting Minutes.

ATTACHMENTS:

Description
• 04-14-2026 CRA Board Meeting Minutes

MINUTES OF THE COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
HELD ON TUESDAY, APRIL 14, 2026, AT 6:00 PM
IN CITY HALL COMMISSION CHAMBERS
100 E OCEAN AVENUE, BOYNTON BEACH, FLORIDA

PRESENT:

Vice Chair Thomas Turkin
Board Member Angela Cruz
Board Member Mack McCray
Board Member Aimee Kelley

Tim Tack, Assistant Director
Kathryn Rossmell, Board Counsel

ABSENT:

Chair Rebecca Shelton

1. Call to Order

Vice Chair Turkin called the meeting to order at 6:33 p.m.

2. Invocation

Vice Chair Turkin gave the invocation.

3. Pledge of Allegiance

Board Member Kelley led the Pledge of Allegiance to the Flag.

4. Roll Call

Roll call was taken. A quorum was present.

5. Agenda Approval

A. Additions, Deletions, Corrections to the Agenda

Board Member McCray moved to pull Item M, which will be pulled when hearing Consent agenda items.

Vice Chair Turkin requested to move Item 15 B to after Pulled Consent Agenda items and add a brief discussion about the CRA's Investment Policy. He wanted to have something drafted and/or reviewed for what it is in its current state. which will be discussed with Item M. Board Member Kelley wanted to postpone item M, but supported having a discussion.

A. Adoption of Agenda

Motion

Board Member McCray so moved. Board Member Kelley seconded the motion to approve as amended. The motion passed unanimously.

6. Legal

A. Regular Session 2026 Legislative Update

Attorney Rossmell gave updates regarding House Bills 145, 967, 1389, and 572 as contained in the meeting materials She noted that the CRA does not have a formal lobbyist, but they continue to monitor legislation and will report on significant items that are most relevant.

Board Member Kelley mentioned HB 1389 and wanted a report back, because they have developers come to them for Tax Increment Financing and other incentives and how Live Local interacts with that.

Attorney Rossmell explained the legislation expanded the types of projects that can take advantage of Live Loca. She advised that it was expanded to include religious properties, and allow a certain amount of affordable housing to be put on religious properties and require the City pass an ordinance allowing accessory dwelling units, in terms of interacting with the TIF policy, she pointed out their program it is not a by right program, rather it is at the discretion of the Board. There is a number of criteria they consider for every agreement but not a single one of those criteria is mandatory, so it is a piece by piece basis, for the Board to consider every proposal and if it is in furtherance with the 2016 development plan, so there is nothing in live local that would constrain or require board action with regard to TIF other than that it may incentivize projects in the CRA that otherwise may not have occurred.

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

Board Member McCray disclosed he spoke with Jeff Burns by phone and that during his one- on-one CRA pre-agenda meeting, he spoke with Tim Tack and thanked him for being so knowledgeable as he gave him the answers he needed. He said he has a wealth of knowledge that is being overlooked.

Board Member Kelley disclosed she spoke with Jeff Burns on an item not on an agenda, but there is an update on Informational Only,

Board Member Cruz disclosed she got a call from Mr. Rojo a while ago and she believed it was on an item unrelated to this agenda.

Vice Chair Turkin had no disclosures.

8. Information Only

A. CRA Economic & Business Development Grant Program Update

B. Social Media & Print Marketing Update

C. Social Media Outreach Program 2nd Quarter Report for FY 2025-2026 (January 2026 - March 2026)

D. Boynton Beach CRA FY 2024-2025 Financial & Annual Report

E. Quarterly Progress Report #12 from Pulte Home Company, LLC for the Cottage District Infill Housing Redevelopment Project for January-March 2026

F. 2026 First Quarterly Progress Report (January-March) from BB QOZ, LLC for The Pierce Mixed-Use Project located at 115 N. Federal Highway

G. BB QOZ, LLC's 2026 Annual Progress Report #4 for the 115 N. Federal Highway Mixed Use Project (aka The Pierce)

H. Heart of Boynton Shops Project Update

There were no comments.

9. Announcements and Awards

None

10. Public Comments

Vice Chair Turkin opened Public Comments.

Harry Woodward, Boynton Beach resident, commented that the situation is unfortunate and thought an opportunity could arise from this, as in the past, there was a CRA Board composed of citizens and he said that was the last time citizens felt there was any real contact with the CRA Board. He said they should look at this situation with a clean sheet of paper learning from the past and it might be something the Board would consider. He also said the statues on CRA are clear and they are on the edge of many of them. He thought it might be appropriate to have an outside CRA audit.

Woodrow Hay agreed with Mr. Woodwards comments and thought they should give more clarity to the audience when things like this happen. He said attendees are questioning what was happening. He said that he feels the City Manager has come a long way and

can handle managing the CRA,. but there are a lot of projects in Boynton Beach and a lot of projects in the City. He commented for the City Manager to take on the CRA is a bit much. He requested those be considered. He agreed with Board Member McCray's comments about Mr. Tack and to give him back the interim director position. He did not want Mr. Dugger over-burdened with both managing the CRA and City projects.

Sarah Smith spoke about the Economic Development Grant Program. She said that she is a Palm Beach resident, and first time business owner. She advised that Boynton Beach will be the first Go Glow location in Florida, and she wanted to offer something elevated. She stated the project aligns with the City's goals for redevelopment and she is going to use an existing location that needs a build out. She mentioned they will create local jobs and it will be part of a broader eco system of businesses that grow strong together. She said the upfront costs are great and grant funding will help her open faster.

Susan Oyer agreed with having citizen input on the CRA Board. She suggested looking at the City and CRA lobbyists, and if they doing a good job, because she doesn't hear anything good and they may need to get another lobbyist. She said she was disappointed RMA was gone and stated half as many people are moving to Florida, post covid, so she inquired why they are building so many apartments or homes. She said the cost of insurance is high and they should have flood insurance. She suggested the Board focus on rehab and industrial properties because there is no need for new homes.

Elizabeth Pierce-Roe looked for information about the property on Oak Street, and hoped when the fence is installed, it be similar to what they did at Harbor Hall that had access at Intracoastal Park. She stated she wanted to see a real hotel come into Boynton where people can dine and stay overnight said there is much construction occurring, but prior hotels just didn't work out.

David Katz commented a civilian CRA Board would be the worst idea in the world as they do not answer to the voters. He noted those two people make decisions worth millions and if it does not work out, there is no accountability. Years ago, he advised the Board, with two civilian members, voted down a six-story office building, by voting down a $1M TIF request that would have created 300 jobs on the Bank of America site. He said they had a CRA, which was the City Commission, and there was no CRA Director, at the time they had economic development person.

Mildred Hay stated that she was present last month and thanked the CRA Board, but omitted the staff. She acknowledged Tim Tack for his work, the board and staff who works extra hard behind the scenes. She thanked staff for all their work and service all of this time.

There were no online comments.

No one else coming forward, Vice Chair Turkin closed Public Comments.

11. Consent Agenda

A CRA Financial Report Period Ending March 31, 2026

B. Approval of the CRA Board Meeting Minutes for March 9, 2026

C. Approval of 500 Ocean Performance Audit for Year Ending December 31, 2025, for Compliance with the Direct Incentive Funding Agreement

D. Approval of a Waiver for the Commercial Rent Reimbursement Grant Program to EGVV LLC d/b/a Paloma Mexican Restaurant located in 500 Ocean at 510 E. Ocean Avenue, Unit 105

E. Approval of Waiver and Approval for the Commercial Property Improvement Grant Program in the Amount of $25,000 to Civic Center Condominium Association Inc. located at 612 N. Federal Highway

F. Approval of the Commercial Property Improvement Grant Program in the Amount of $25,440 Rob's Golf Carts Corp located at 805 N. Federal Highway

G. Approval of the Commercial Rent Reimbursement Grant Program in the Amount of $15,600 to Rob's Golf Carts Corp located at 805 N. Federal Highway

H. Approval of the Commercial Property Improvement Grant Program in the Amount of $50,000 to Shiv Shakti Donut Corporation d/b/a Dunkin located at 2728 N. Federal Highway

I. Approval of the Commercial Property Improvement Grant Program in the Amount of $57,759.93 Go French Concept LLC d/b/a Le Petit Pain French Bakery located at 618 E. Ocean Avenue

J. Approval of the Commercial Rent Reimbursement Grant Program in the Amount of $24,000 to Go French Concept LLC d/b/a Le Petit Pain French Bakery located at 618 E. Ocean Avenue

K. Approval of the Commercial Property Improvement Grant Program in the Amount of $50,000 to 1545 Restaurant & Seafood Acquisitions FL LLC d/b/a Soul Southern Food & Vibes located at 301 E. Boynton Beach Boulevard

L. Approval of a Grant Extension until December 1, 2026, for the Commercial Property Improvement Grant Program to DSS Restaurant Management Inc. d/b/a Two Georges Waterfront Grill located at 728 Casa Loma Boulevard

M. Request for Authorization to Open Money Market Account

Motion

Bboard Member Kelley moved to approve the Consent Agenda, less Item M. Board Member McCray seconded the motion. The motion passed unanimously.

12. Pulled Consent Agenda Items

Board Member McCray stated he pulled 11 M because some people feel it should be tabled, but he did not feel it needed to be tabled right now. He commented that before they start investing taxpayer money, they remember they are fiduciaries and they should look at money market accounts and bring someone in to review it, if this is the direction they will move in. He said that the CRA had a prior money market account and Mr. Tack should tell them why the Board got out of it. He emphasized that they must be careful when investing money. He said that until things get better, the Board is still responsible for the funds. He agreed with Board Member Kelley to table this until they get are in place.

Board Member Kelley commented that she wants further discussion about options and it is their duty to be fiscally responsible and to make the most out of their money. She said if there are avenues in which they can safely invest, and there are unbudgeted funds, the Board owes it to themselves and the citizens to do so as long as it is done safely and the funds are protected, it may be better than to leave the funds sitting in a bank account. She said the policy allows them to invest, but they haven't done it.

Vice Chair Turkin wanted to conduct an overview of the investment policy. He thought it was reviewed in 2018 but added that further study was warranted. He commented the least dependent variable was the interest and they should look at that as it is not uncommon for municipalities and taxing districts to invest taxpayer dollars and use those funds for development. He supported asking the executive director to review the policy and see what other CRA's are doing and look at low risk markets. He noted that there are a lot of legal regulations CRA's have to follow, but by not doing so, they are not acting in a fiduciary capacity, they are not doing their best, and if they had invested, they may have had the funds. He said the Board needs to examine these options. He wanted to direct staff to look at obtaining the best return on investment. If there is consensus, he would like to have something to come back for them

Dan Dugger appreciated the confidence the Board has in him, and said he will conduct a full assessment, and he will meet with Vicki Hill, the Finance Director and Tim Tack and find what occurred and compile a report in about 30 days. He noted that since he came on Board about four years, on the City side they lowered the millage rate several times and increased the fund balance. They also increased the alpha return on passive investment from the City's principal investments. He will research the expenditures and outflows of this fund, because sometimes they can get yields between five and six percent especially if they are static funds. He reiterated he needed about a month to draft the report.

Vice Chair Turkin stated he wanted a full financial analysis of the CRA, and to include more detail in the operations budget.

Mr. Dugger said if they want a full forensic audit, they will have to hire an outside firm.

Vice Chair Turkin said they can address it when the time comes.

Motion

Board Member McCray said sometimes a look with new eyes is helpful and he moved to table this until a complete analysis comes back to the Board so they can make an educated decision. Board Member Kelley seconded the motion.

Board Member Cruz stated the report should include historical data with regard to the CRA and other CRA's in Florida, what the outcome has been for the investment, the level of risk and positive or negative outcomes of the investments for those governmental bodies such as if something that would protect principal and incur a small percentage or if it adds risk to the entire principal.

Vote

The motion passed unanimously.

Item 15 B Discussion and Consideration of the Request for Qualifications (RFQ) for Professional Services *(Heard out of Order)*

Attorney Janice Westman, Lewis Longman and Walker, stated that she was working on an RFQ for professional service on a continuing contract for various services which he stated. She said this service is highly regulated and when an RFQ is issued, respondents are evaluated and ranked, then negotiate with top rank firm.

She explained that the RFQ was drafted so that the Executive Director will select the Selection Committee members, because it is very technical.

Board Member Kelley noted the deadline for staff will be June and they are unsure what decisions they will make in the next 60 days. She inquired if they have a secondary Executive Director as the CRA is in a transition period.

Mr. Tack commented with the RFQ, the prices are the prices and they come back with individual projects as they come on Board, and negotiate the hours, not the prices.

Attorney Westman pointed out the RFQ can be revised so the Board makes the selection and then directs staff to negotiate. She asked about the evaluation criteria, but there were no changes. She announced she will revise the document so the Board will conduct

the final ranking and then either assign a Board Member or direct the Executive Director person to negotiate.

Motion

Board Member Kelley moved to approve the RFQ for continuing professional Services and issues subject to final CRA Legal review. Board Member Cruz seconded the motion. The motion passed unanimously.

13. CRA Advisory Board

A. Pending Assignments - Assignments from the CRA Board Assigned at the January 14, 2025, and the February 10, 2026, CRA Monthly Board Meetings

B. Reports on Pending Assignments

Mr. Tack announced at the last meeting, the members discussed the splash pad and the long-term land acquisition plan and will bring back ideas for the long-term plan and finalize the Heisman candidate recognition project as well.

Vice Chair Turkin commented there is a lot of good work being done by the Advisory Board.

14. Old Business

A. Discussion and Consideration of FY 2025-2026 Business Development Promotions

Mercedes Coppin, Business Development Manager, stated that Legal prepared a memo detailing a risk analysis of CRA promotions, which she reviewed as contained in the meeting materials. She noted City and CRA staff met to discuss how the City could assume responsibility for some of the events, but it was determined that there was no funding available this year for these events and asked for direction.

Vice Chair Turkin suggested, since this would be discussed in a joint meeting next week, it be postponed until then

Ms. Coppins stated the Rock the Plaza event in May may be impacted by the one week delay.

Board Member Cruz suggested they move forward with the Rock the Plaza Event in May and discuss the remainder of them at the joint meeting. The members agreed.

B. Discussion and Consideration of the Revision to "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach

for Funding Construction and Professional Services for the Demolition of 670 Oak Street

Mr. Tack presented item and said they have the Master Interlocal Agreement and revisit Exhibit A from time to time. He noted funding for Jaycee Park was for design only and they redirected the construction funding for the demolition for 670 Oak Street and used $193K for the MLK Streetscape. Funds were reallocated and the total amount in the agreement stays the same and it will help the CRA provide assistance for the demolition and the City will oversee the contract and the physical demolition, which the CRA will reimburse and fund.

Motion

Board Member Kelley moved to approve revised Exhibit A as captioned. Board Member McCray seconded the motion. The motion passed unanimously.

Vice Chair Turkin requested staff speak with residents who made public comments about the Oak Street property.

15. New Business

A. Discussion and Approval of the Purchase of Property Located at 109 NW 1st Avenue

Theresa Utterback, Development Services Manager, presented the item. She advised the CRA owns the adjacent property to the east, and this acquisition would fill in the block. She stated that the current owner is satisfied with the appraised value, and they included the closing costs, which were the documentary stamps.

Motion

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

B. Discussion and Consideration of the Request for Qualifications (RFQ) for Professional Services

This item was previously heard.

C. Discussion and Consideration of Adoption of Fee Schedule

Attorney Rossmell stated that this item is to establish a formalized fee structure as the CRA currently does not charge fees to process applications or requests, which the CRA is eligible to charge fees for certain activities on a cost recovery basis. She said that some CRA's do this and since they are independent taxing districts, sometimes they have

different fees for different activities. She commented an analysis was conducted what the requests typically cost to process.

Board Member Kelley asked if other CRA's collect these fees and thought they should have a policy for developers who request TIF.

Vice Chair Turkin supported the schedule and said this would not be retroactive.

Motion

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

D. Discussion and Consideration of Fiscal Year 2025-2026 Budget Reallocation for Economic Development Grant Programs

Bonnie Nicklien, Grants and Project Manager, stated they are out of grant funding and cannot accept any new applications. There is a project fund line item for contingency of $225,000. Staff was recommending $200K of it be allocated for future applications and stated that she has a waiting list.

Board Member Kelley supported reinvesting in small business and supported reallocating the funds.

Vice Chair Turkin thought this was the most impactful program and he thanked Ms. Nicklien for her work.

Motion

Board Member Kelley moved to approve the budget reallocation of $200K. from contingency to project fund for the grant program. Board Member Cruz seconded the motion. The motion passed unanimously.

E. Approval of Subgrant Property Remediation Agreement with Palm Beach County through the Brownfields Revolving Loan Fund Program for the CRA-Owned Property Located at 1101 N. Federal Highway

Mr. Tack reviewed the item as contained in the agenda item. He said in partnership with PVC they conducted a Phase I and II site assessment for the subject property. He said it is the future site for the gateway feature that is going through the site plan process. He said there is onsite arsenic contamination, so they can use funds through the county and receive grant funds to remediate the site for future redevelopment. He said it will provide $24Kto excavate the site and replace it with clean fill. He said it is about $148K worth of grant funding overall for this project.

Motion

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

Attorney Rossmell inquired about the workshop scheduled for next weekend and asked for direction.

Board Member Kelley said they should reschedule it and regroup and there was agreement to do so. There was further agreement to discuss this at the next joint meeting on April 21, 2026, before the regular City Commission meeting.

16. Future Agenda Items

A. Project Update Regarding the Invitation to Negotiate for the Development of Affordable/Workforce Infill Housing with Lennar Homes LLC

B. Discussion and Consideration of Responses to Notice to Dispose for the Property Located at 419 N. Seacrest Boulevard

17. Adjournment

Motion

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

The meeting was adjourned at 7:41 p.m.

Catherine Cherry
Minutes Specialist

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

CONSENT AGENDA

AGENDA ITEM 11.C

SUBJECT:
Approval of the Joint CRA Board/City of Boynton Beach Commission Meeting Minutes for April 21, 2026

SUMMARY:
See attached minutes.

CRA BOARD OPTIONS:
Approve the April 14, 2026 Joint CRA Board/City of Boynton Beach Commission Meeting Minutes.

ATTACHMENTS:

	Description
•	04-21-2026 CRA City Joint Meeting Minutes

Minutes of the Joint Community Redevelopment Agency Board and The City of Boynton Beach Meeting
Held on Tuesday, April 21, 2026, at 6:00 PM
City Hall Chambers, 100 E. Ocean Avenue and Online

Present:

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

Tim Tack, Assistant Director
Daniel Dugger, City Manager
Andrew Mack, Deputy City Manager
Katherine Rossmell, Board Counsel
Shawna Lamb, City Attorney
Tammy Stanzione, Interim City Clerk

1. Call to Order

Chair Shelton called the meeting to order at 6:00 P.M.

2. Invocation

The Invocation was given by Pastor Bryce Hudson.

3. Pledge of Allegiance

Board Member Kelley led the Pledge of Allegiance to the Flag.

4. Roll Call

Ms. Tammy Stanzione, Interim City Clerk, called the roll. A quorum was present.

5. Agenda Approval

A. Additions, Deletions, Corrections to the Agenda

There were none.

B. Adoption of Agenda

Motion:

Board Member Kelley moved to approve the Agenda, as amended. Board Member McCray seconded the motion. The motion passed unanimously.

6. Legal

Ms. Rossmell stated that there were no legal updates.

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

Vice Chair Turkin announced that there would be a park cleanup at the cemetery on Thursday, April 23, 2026, from 9:00 A.M. to 12:00 P.M.

Vice Chair Turkin also requested consensus for staff to review potential downtown parking impacts as development projects move forward.

There was consensus for staff and the CRA to review potential options.

8. Public Comments

Chair Shelton opened public comment.

Harriet Woodworth commented on the CRA transition and referenced approximately 20 years of CRA history, including changes in plans, staff, and board structure. She stated that former CRA Executive Director Brown had a vision supported by aligned actions and expressed hope that the CRA would preserve that approach moving forward.

Susan Oyer, Boynton Beach, commented on City and CRA events and suggested that the Board evaluate events based on cost, attendance, community benefit, outreach, and visitor impact. She suggested eliminating or reducing certain events, while continuing well-attended events such as the Fourth of July, Memorial Day, Pirate Fest, Juneteenth, Eggstravaganza, Fall Festival, Veterans Day, Night Market, Boat Parade, tree lighting, and Taste of Boynton Beach. She also suggested that the City recognize the individual who provides reading support to children outside City Hall.

No virtual comment.

Chair Shelton closed public comment.

9. New Business

A. Discussion and Consideration of the Residential Improvement Grant Program - TABLED ON APRIL 14, 2026 TO A DATE CERTAIN ON APRIL 21, 2026 AT 6:00PM

Motion:

Board Member McCray moved to remove the item from the table. Vice Chair Turkin seconded the motion. In a voice vote, the motion passed unanimously.

Bonnie Nicklien, Grants and Projects Manager, presented the following: Mission & Goal; Applicant Eligibility; Program Parameters; Eligible Improvements; and Next Steps.

Board Member McCray asked how long a homeowner would have to remain in the property after receiving funds. Ms. Nicklien responded that staff had discussed a two-year requirement, with repayment required otherwise.

Chair Shelton asked about marketing across Districts.

Ms. Nicklien clarified that the program would be limited to CRA boundaries.

Motion:

Board Member McCray moved to approve the Residential Improvement Grant Program and move forward with the program as presented. Board Member Cruz seconded the motion. In a voice vote, the motion passed unanimously.

B. Discussion and Consideration of the Transfer of CRA Business Development Promotions to City - TABLED ON APRIL 14, 2026 TO A DATE CERTAIN ON APRIL 21, 2026 AT 6:00 P.M.

Motion:

Vice Chair Turkin moved to remove the item from the table. Board Member McCray seconded the motion. In a voice vote, the motion passed unanimously.

Amanda Onda, Division Director of Events, and Mercedes Coppin, Business Development Manager, presented the following: Why the BBCRA Cannot Fund Special Events; City of Boynton Beach Signature Events; Boynton Beach CRA Signature Promotions; Signature Events Produced by Surrounding Cities; Placer.AI; COBB Events Budget Analysis; BBCRA Promotions Budget Analysis; Total Budget 2025-2026; Top Performing Events; Lowest Performing Events; and Questions.

Board Member McCray commented that MLK and Say It Loud should not be eliminated without further promotion. He stated that low attendance may be related to insufficient advertising and suggested that the events be promoted more strongly before any decision was made to remove them.

Ms. Onda stated that the MLK event had been adjusted due to prior low attendance and budget concerns and that the most recent version included a banquet and day of service with approximately 100 attendees for under $15,000.

Board Member Kelley expressed concern about losing the Night Market, which she described as one of the most successful events between the City and CRA. She noted that the timing had been intentional and that other cities had begun creating similar events. She expressed concern that canceling the Night Market for one year could result in the City losing its date and momentum. She asked whether the City and CRA could partner during a transition year so that the event would not be lost.

Ms. Onda stated that the City events team was prepared to work with CRA staff during the current year, learn the event process, and support a smoother transition if the event moved to the City in the future.

Ms. Rossmell explained that events were not clearly prohibited under CRA statutes and that the evaluation was based on risk level. She stated that the CRA could partner with the City, and that transitioning an event to the City would begin to reduce the risk. She explained that the CRA could continue to support components that were reasonably focused on CRA businesses, CRA participation, and CRA-related promotion.

Vice Chair Turkin stated that the Board should scale back due to legal ambiguity and prior legislative discussions regarding CRAs. He supported transferring the Boat Parade back to the City, keeping Rock the Marina and the Night Market for the remainder of the fiscal year, and forgoing the remaining higher-risk promotions.
Ms. Coppin clarified that the Board had previously authorized the Rock the Plaza series to continue.

Board Member McCray stated that the City and CRA needed to continue working together and that staff should continue providing events and promotions that gave the City value while staying within the law. He emphasized that advertising remained important and thanked staff for listening to residents.

Board Member Kelley confirmed that the City intended to take the Boat Parade back.

Deputy City Manager Mack stated that the City had identified the Night Market and Boat Parade as events to potentially fund through the City budget and that staff may have $30,000 to $40,000 available from events that came in under budget.

Ms. Onda stated that merging the Holiday Parade and tree lighting could save approximately $103,000 by reducing duplicated hard costs, police resources, and road closures.

Board Member Kelley asked that staff also review whether the CRA could assist with certain funding components, such as marketing or promotional costs, where legally appropriate. She also requested that staff review Bon Appetit data before eliminating it, because it appeared to function more as a business promotion for restaurants than a traditional event.

There was consensus to allow public comment on the item.

David Katz commented that Pirate Fest attendance numbers from the prior year were not representative due to rain and that the event usually had significantly higher attendance. He also spoke in support of continuing the 9/11 memorial and stated that eliminating the event would be a mistake.

Vice Chair Turkin clarified that the discussion related to moving CRA events to the City and not cutting City events.

Ms. Rossmell summarized the Board's direction. She stated that Rock the Marina, Night Market, and the Rock the Plaza series would continue with maximum partnership with the City. She stated that the CRA would not undertake planning efforts for Snapshots with Santa at that time. She confirmed that the City would work on taking over the Boat Parade and that the CRA would investigate appropriate methods to assist.

There was consensus to proceed as summarized.

C. Discussion and Consideration of FY 2026-2027 Budget Considerations – TABLED
ON APRIL 14, 2026 TO A DATE CERTAIN ON APRIL 21, 2026 AT 6:00 P.M.

Motion:

Board Member McCray moved to remove the item from the table. Vice Chair Turkin seconded the motion. In a voice vote, the motion passed unanimously.

City Manager/CRA Interim Executive Director Dugger introduced the item and stated that staff had discussed potential additions to the budget, including possible expansion of the Circuit program to Tri-Rail. He explained that the City currently provides approximately $60,000 for transportation to the beach and that staff had discussed expanding service from Tri-Rail to the CRA District and from the CRA District to Tri-Rail. He stated that FDOT grants may offset approximately 50% of the cost, but that the City may still need an additional $100,000 to $200,000. He confirmed that beach ridership had decreased and that the Board should discuss whether to continue beach transportation, incorporate Tri-Rail service, or attempt to support both.

Chair Shelton asked whether Circuit used advertising to offset costs.

Assistant Director Tack stated that Circuit had pursued sponsorships, including one month-long sponsorship, and that development partnerships could also be explored.

Board Member Kelley noted that fees had been kept low to encourage use and suggested that staff review beach trip usage by days and hours, potential Tri-Rail rider costs, advertising restrictions, and opportunities to work with the City's economic development team on sponsorships.

Board Member McCray asked whether beach decals were still issued.

City Manager/CRA Interim Executive Director Dugger confirmed that decals were still

issued and that Circuit helped offset beach parking demand.

Vice Chair Turkin stated that he did not support expanding Circuit while beach ridership was down, but also did not support eliminating beach service. He stated that budget discussions should focus on City and CRA priorities, including infrastructure, mobility, road paving, safe roads, and proactive improvements within the CRA District.

City Manager/CRA Interim Executive Director Dugger clarified that the ridership decrease applied only to City-funded beach service.

Ms. Nicklien stated that overall CRA District ridership increased from approximately 10,000 riders to more than 18,000 riders annually, while beach ridership decreased by approximately 500 riders.

CRA Interim Executive Director Dugger stated that staff expected a four to five percent increase in CRA funding and that additional capital improvement considerations could be reviewed.

Ms. Rossmell stated that the CRA could assist with road paving or similar projects, subject to case-by-case review.

Vicki Hill, CRA Finance Director, stated that property appraiser numbers would be available at the end of May, with final budget numbers available at the end of June.

Assistant Director Tack stated that staff would continue coordinating with the City on infrastructure improvements and CRA funding opportunities.

Board Member McCray asked whether City events could be advertised on Circuit vehicles.

Ms. Rossmell stated that City and CRA advertising was permitted, subject to content restrictions.

Chair Shelton stated that any expansion should be based on additional data and questioned whether Tri-Rail was the best option, or whether seniors would benefit more from expanded service to medical appointments or other destinations.

Vice Chair Turkin noted potential state funding concerns for Tri-Rail.

Assistant Director Tack stated that the Senior Center was within the geofenced area and that service had expanded to destinations such as Publix and Walmart on Federal Highway.

No formal action was taken.

D. Discussion and Consideration of Finalizing the Date and Agenda for the CRA Board Workshop

City Manager/CRA Interim Executive Director Dugger stated that the CRA workshop originally scheduled for April 25, 2026, had been canceled and that staff was seeking Board direction on a new date. He stated that the workshop would include redistricting and a larger CRA discussion.

The Board discussed several possible dates and agreed on Saturday, May 30, 2026, from 9:00 A.M. to 12:00 P.M.

Motion:

Vice Chair Turkin moved to approve the CRA Board Workshop for May 30, 2026, from 9:00 A.M. to 12:00 P.M. Board Member Cruz seconded the motion. In a voice vote, the motion passed unanimously.

E. Discussion and Consideration of the Results of Community Input Survey for 480 W. Boynton Beach Boulevard and Surrounding Properties - ADDED APRIL 17, 2026

Ms. Coppin presented the community input survey results for 480 W. Boynton Beach Boulevard and surrounding properties, noting that staff received 1,079 responses. She stated that most respondents were Boynton Beach residents who lived within two miles of the site and primarily traveled through the area by car.

Ms. Coppin stated that respondents favored mixed-use development, public green space, cultural or community space, family-friendly dining, small local businesses, walkable design, landscaping, shade, lighting, and safety improvements. She noted that most respondents preferred lower building heights, with traffic, congestion, and parking identified as the primary concerns.

Ms. Coppin stated that open-ended responses emphasized community gathering, green space, walkability, local businesses, arts and culture, coastal character, and a destination feel similar to areas such as Atlantic Avenue, Pineapple Grove, Rosemary Square, Mizner Park, and downtown St. Petersburg.

Vice Chair Turkin stated that the survey results showed that the community did not want high-rise development and emphasized that lush landscaping and community feel were consistent themes. He stated that the City and CRA should use the feedback to determine what conceptual plans, zoning options, land acquisition, RFP process, or next steps may be appropriate. He noted that the site was one of the most visible redevelopment sites in the City due to its location near I-95 and that the Board should take the feedback seriously.

Chair Shelton asked whether the survey would be rerun now that the adjoining parcels had been acquired.

Ms. Coppin responded that the survey included the adjoining parcels.

Board Member McCray asked whether the site had been put out to developers.

Chair Shelton responded that it had not, because the CRA wanted to hear from the community first.

Board Member McCray stated that the survey provided the information needed to move forward and expressed concern that prior surveys had sometimes been placed on the back burner. He stated that he hoped that would not occur with this survey.

Board Member Kelley stated that the Board had invested significant time, energy, and focus into purchasing the sites and should be part of determining what would occur there. She stated that she was not willing to wait and see what happened and that the City and CRA should help spearhead a project that would serve residents.

F. Discussion and Consideration of the Interlocal Agreement Between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for City Services Including City Manager Interim Executive Director Services, Human Resource Services, Finance Services and Information Technology Services - ADDED APRIL 21, 2026

Ms. Coppin presented the community input survey results for 480 W. Boynton Beach Boulevard and surrounding properties, noting that staff received 1,079 responses. She stated that most respondents were Boynton Beach residents who lived within two miles of the site and primarily traveled through the area by car.

City Manager/CRA Interim Executive Director Dugger introduced the proposed interlocal agreement for City services, including interim executive director, human resources, finance, and information technology services. He noted that staff may later bring back a records management function.

Ms. Rossmell explained that the Board was acting in both CRA and City Commission capacities and that any approval motion would need to be made twice. She stated that the agreement covered four service areas, included interim executive director services by City Manager Dugger, allowed eligible City designees to assist with CRA tasks, and provided for automatic renewal, renegotiation, or termination by either party.

Ms. Rossmell stated that the duties were similar to the prior executive director contract and included management, oversight, governance, personnel, public records, and meeting attendance. She stated that compensation would be paid from the CRA to the

City as a $300 annual salary supplement through the end of the fiscal year.

Board Member McCray asked whether a future City Manager position would have to be advertised jointly with the CRA Director position.

Ms. Rossmell stated that the agreement would not require the City to hire both positions together.

Board Member Cruz expressed concern that the agreement blurred the lines between the CRA and City, particularly regarding financial oversight, and stated that independent services could be used if needed.

Ms. Rossmell stated that the IT services component was similar to the existing agreement and reviewed standard provisions related to records, Sunshine Law, indemnification, sovereign immunity, and termination.

Board Member McCray supported improved City and CRA coordination.

Vice Chair Turkin stated that the agreement would increase transparency and protect taxpayer dollars.

Board Member Kelley stated that City and CRA collaboration was important to the City's success.

Board Member Cruz reiterated concerns about control, stating that the CRA handled significant tax increment funding and redevelopment matters.

Motion:

Vice Chair Turkin moved, in the members' capacity as the CRA Board, to approve the Interlocal Agreement, as presented. Board Member Kelley seconded the motion. The motion passed 4-1, with Board Member Cruz dissenting.

Motion:

Vice Chair Turkin moved, in the members' capacity as the City Commission, to approve the Interlocal Agreement, as presented. Board Member Kelley seconded the motion. The motion passed 4-1, with Board Member Cruz dissenting.

G. Discussion and Consideration of the Financial Oversight Project Plan - ADDED APRIL 21, 2026

Alan Lawson, Director of Finance, presented the following: Immediate Next Steps; Financial Oversight & Fraud Audit Services; Executive Overview; Financial Risk Assessment Fraud Zones; Preliminary Audit Phrase Timeline – 10 Days; Phases 1 & 2

– Setup and Data Collection; Phase 3 – Interviews, Evidence Reporting; Phase 6 – Remediation, Recovery & Policy Reform; Key Deliverables; and(Preliminary) P-Card Policy Gap Analysis – CRA vs. City of Boynton Beach.

Board Member McCray stated that he did not like the use of the word "fraud" in the document.

Mr. Lawson responded that the intent was to review processes and how transactions were accounted for and stated that the word would be removed.

Vice Chair Turkin stated that policies should be in place to ensure that taxpayer dollars were used properly and consistently across the City and CRA.

Board Member Cruz stated that taxpayer dollars had been protected and that the CRA had a finance director and had received clean audits from an outside auditor each year she had served on the Board.

Board Member Kelley stated that the City had recently updated purchasing card policies due to concerns with routine use of purchasing cards instead of formal procurement. She noted that policies were needed not only for people who were doing things correctly, but to provide a mechanism for how transactions should be handled in the most fiscally responsible manner.

Mr. Lawson stated that the City had reduced the number of purchasing cards and reduced monthly purchasing card spending. He explained that stronger policies required purchases to go through the procurement process and centralized ordering, which helped secure pricing and improve oversight.

Motion:

Vice Chair Turkin moved to approve the Financial Oversight Project Plan. Board Member Kelley seconded the motion. In a voice vote, the motion passed unanimously.

H. Discussion and Consideration of the Approval of Revised Purchasing Card Policy - ADDED APRIL 21, 2026

Board Member Cruz stated that she was unable to review the policy as it was added to the agenda today.

Motion:

Board Member Kelley moved to approve the Revised Purchasing Card Policy. Vice Chair Turkin seconded the motion. In a voice vote, the motion passed 4-1, with Board Member Cruz dissenting.

10. Future Agenda Items

11. Adjournment

Motion:

Vice Chair Turkin moved to Adjourn. Board Member McCray seconded the motion. The motion passed unanimously.

There being no further business to discuss, the meeting was adjourned at 7:43 P.M.

Tammy Stanzione, CMC
Interim City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

CONSENT AGENDA

AGENDA ITEM 11.D

SUBJECT:
CRA Financial Report Period Ending April 30, 2026

SUMMARY:
CRA Financial Services staff is providing the CRA Board with the April 30, 2026 Report (Attachment I):

- Statement of Revenues, Expenditures and Changes in Fund Balance Report;
- Budget Comparison Schedule - General Fund
- Detail vs Budget Report

FISCAL IMPACT:
FY 2025-2026 Annual Budget

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan and FY 2025-2026 CRA Budget

CRA BOARD OPTIONS:
Approve the CRA's monthly financial and budget reports for the period ending April 30, 2026.

ATTACHMENTS:

	Description
•	Attachment I - April 2026 Financial Summary.pdf

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Boynton Beach, Florida)

Statement of Revenues, Expenditures and Changes in Fund Balances

Through Year to Date - April 30, 2026

	General Fund	Projects Fund	Debt Service Fund	Total Governmental Funds
REVENUES				
Tax increment revenue	26,263,867	-	-	26,263,867
Marina Rent & Fuel Sales	1,259,478	-	-	1,259,478
Contributions and donations	-	-	-	-
Interest and other income	72,416	504,009	15,761	592,186
Total revenues	27,595,761	504,009	15,761	28,115,531
EXPENDITURES				
General government	2,794,222	-	-	2,794,222
Redevelopment projects	-	27,330,881	-	27,330,881
Debt service:				-
Principal	-	-	-	-
Interest and other charges	-	-	29,432	29,432
Total expenditures	2,794,222	27,330,881	29,432	30,154,535
Excess (deficiency) of revenues over expenditures	24,801,539	(26,826,872)	(13,670)	(2,039,004)
OTHER FINANCING SOURCES (USES)				
Funds Transfers in	-	21,659,907	2,319,093	23,979,000
Funds Transfers out	(23,979,000)	-	-	(23,979,000)
Total other financing sources (uses)	(23,979,000)	21,659,907	2,319,093	-
Net change in fund balances	822,539	(5,166,965)	2,305,423	(2,039,004)
Fund balances - beginning of year	4,869,740	19,070,941	230,912	24,171,593
Fund balances - end of year	5,692,279	13,903,976	2,536,335	22,132,589

Footnote:
Transfers between funds include monies received from TIF and carryover from general fund balance.

The notes to the basic financial statements are an integral part of this statement.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Boynton Beach, Florida)

Budgetary Comparison Schedule
General Fund

Through Year to Date - April 30, 2026

	Original Budget	Final Budget	Actual
REVENUES			
Tax increment revenue	$ 26,066,966	$ -	26,263,867
Marina Rent & Fuel Sales	1,300,000	-	1,259,478
Interest and other income	-	-	72,416
Other financing sources (uses)	-	-	-
Total revenues	27,366,966	-	27,595,761
EXPENDITURES			
General government	5,992,054	-	2,794,222
Total expenditures	5,992,054	-	2,794,222
Excess of revenues over expenditures	21,374,912	-	24,801,539
OTHER FINANCING SOURCES (USES)			
Carryover fund balance			-
Transfers out	(21,374,912)	-	(23,979,000)
Total other financing sources (uses)	(21,374,912)	-	(23,979,000)
Net change in fund balances	$ -	$ -	822,539
Fund balances - beginning of year			4,869,740
Fund balances - end of year			5,692,279

The notes to the basic financial statements are an integral part of this statement.



Boynton Beach CRA, FL

Detail vs Budget Report
Account Summary
Date Range: 04/01/2026 - 04/30/2026

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01 - GENERAL FUND								
Revenue								
01-41000	T.I.F. COLLECTIONS	0.00	-26,066,966.00	-26,328,883.00	65,016.00	-26,263,867.00	196,901.00	0.76%
01-42115	MARINA RENTS	0.00	-100,000.00	-74,192.88	-5,930.70	-80,123.58	-19,876.42	-19.88%
01-42116	MISCELLANEOUS RENTS FRO PROPER	0.00	0.00	-104,110.00	-17,350.00	-121,460.00	121,460.00	0.00%
01-42117	MARINA FUEL SALES	0.00	-1,200,000.00	-840,115.80	-186,568.09	-1,026,683.89	-173,316.11	-14.44%
01-42118	MARINA MISC INCOME	0.00	0.00	-28,287.38	-2,922.88	-31,210.26	31,210.26	0.00%
01-46100	INTEREST INCOME	0.00	0.00	-58,102.16	-6,152.94	-64,255.10	64,255.10	0.00%
01-48100	MISCELLANEOUS INCOME	0.00	0.00	-519.92	-7,640.79	-8,160.71	8,160.71	0.00%
01-49100	OTHER FINANCING SOURCES	0.00	-2,604,088.00	0.00	0.00	0.00	-2,604,088.00	-100.00%
	Revenue Totals:	**0.00**	**-29,971,054.00**	**-27,434,211.14**	**-161,549.40**	**-27,595,760.54**	**-2,375,293.46**	**-7.93%**
Expense								
01-51010-200	CONTRACTUAL EXPENSE	0.00	25,928.71	1,380.00	184.00	1,564.00	24,364.71	93.97%
01-51010-216	ADVERTISING & PUBLIC NOTICES	0.00	10,000.00	0.00	215.21	215.21	9,784.79	97.85%
01-51010-225	ASSOC. MEETINGS & SEMINARS	0.00	30,535.00	4,249.97	0.00	4,249.97	26,285.03	86.08%
01-51010-227	DELIVERY SERVICES	0.00	500.00	0.00	0.00	0.00	500.00	100.00%
01-51010-310	OFFICE SUPPLIES	0.00	800.00	385.17	16.40	401.57	398.43	49.80%
01-51230-100	PERSONNEL SERVICES	0.00	346,800.00	127,556.61	20,631.00	148,187.61	198,612.39	57.27%
01-51230-115	CAR ALLOWANCE	0.00	9,600.00	1,882.40	276.92	2,159.32	7,440.68	77.51%
01-51230-225	ASSOC. MEETINGS & SEMINARS	0.00	16,945.00	2,733.96	0.00	2,733.96	14,211.04	83.87%
01-51230-226	MEMBERSHIP DUES	0.00	18,400.00	9,174.67	0.00	9,174.67	9,225.33	50.14%
01-51230-227	DELIVERY SERVICES	0.00	500.00	0.00	0.00	0.00	500.00	100.00%
01-51230-229	CAREER DEVELOPMENT	0.00	19,500.00	692.48	0.00	692.48	18,807.52	96.45%
01-51230-310	OFFICE SUPPLIES	0.00	2,500.00	345.30	18.59	363.89	2,136.11	85.44%
01-51230-315	POSTAGE	0.00	3,000.00	343.64	0.00	343.64	2,656.36	88.55%
01-51230-340	CELLULAR PHONES	0.00	2,000.00	785.40	133.95	919.35	1,080.65	54.03%
01-51230-355	SUBSCRIPTIONS	0.00	1,700.00	170.00	0.00	170.00	1,530.00	90.00%
01-51230-360	BOOKS & PUBLICATIONS	0.00	300.00	0.00	0.00	0.00	300.00	100.00%
01-51230-400	EQUIPMENT COSTS	0.00	4,000.00	1,131.81	0.00	1,131.81	2,868.19	71.70%
01-51325-100	PERSONNEL SERVICES	0.00	320,134.00	138,744.98	22,199.19	160,944.17	159,189.83	49.73%
01-51325-115	CAR ALLOWANCE	0.00	3,600.00	1,592.29	276.92	1,869.21	1,730.79	48.08%
01-51325-200	CONTRACTUAL EXPENSE	0.00	300.00	175.00	0.00	175.00	125.00	41.67%
01-51325-201	BANK FEES	0.00	6,000.00	290.51	97.21	387.72	5,612.28	93.54%
01-51325-225	ASSOC. MEETINGS & SEMINARS	0.00	9,300.00	1,084.65	0.00	1,084.65	8,215.35	88.34%
01-51325-226	MEMBERSHIP DUES	0.00	1,700.00	315.83	0.00	315.83	1,384.17	81.42%
01-51325-227	DELIVERY COSTS	0.00	300.00	73.74	0.00	73.74	226.26	75.42%
01-51325-229	CAREER DEVELOPMENT	0.00	12,000.00	0.00	0.00	0.00	12,000.00	100.00%

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01-51325-310	OFFICE SUPPLIES	0.00	2,000.00	544.27	18.59	562.86	1,437.14	71.86%
01-51325-340	CELLULAR PHONES	0.00	2,000.00	556.77	96.52	653.29	1,346.71	67.34%
01-51325-355	SUBSCRIPTIONS	0.00	4,000.00	1,499.00	0.00	1,499.00	2,501.00	62.53%
01-51325-360	BOOKS & PUBLICATIONS	0.00	300.00	0.00	0.00	0.00	300.00	100.00%
01-51325-365	OFFICE PRINTING COSTS	0.00	2,000.00	394.95	0.00	394.95	1,605.05	80.25%
01-51325-400	EQUIPMENT COSTS	0.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
01-51410-213	GENERAL PROPERTY COVERAGE	0.00	415,769.00	175,175.05	27,126.32	202,301.37	213,467.63	51.34%
01-51420-200	CONTRACTUAL EXPENSE	-266,666.64	468,000.00	151,423.36	43,483.33	194,906.69	539,759.95	115.33%
01-51420-201	CONTRACT LEGAL	-9,000.00	207,000.00	65,620.98	10,750.00	76,370.98	139,629.02	67.45%
01-51420-202	WEBSITE HOSTING, REDESIGN & MAINT	-436.93	48,650.47	7,140.07	436.93	7,577.00	41,510.40	85.32%
01-51420-204	CITY STAFF COSTS	0.00	40,408.00	1,920.00	0.00	1,920.00	38,488.00	95.25%
01-51440-100	PERSONNEL SERVICES	0.00	271,994.00	122,310.65	18,957.62	141,268.27	130,725.73	48.06%
01-51440-225	ASSOC. MEETINGS & SEMINARS	0.00	6,590.00	94.59	177.08	271.67	6,318.33	95.88%
01-51440-226	MEMBERSHIP DUES	0.00	1,900.00	923.54	0.00	923.54	976.46	51.39%
01-51440-227	DELIVERY SERVICES	0.00	600.00	103.28	0.00	103.28	496.72	82.79%
01-51440-229	CAREER DEVELOPMENT	0.00	17,000.00	0.00	0.00	0.00	17,000.00	100.00%
01-51440-310	OFFICE SUPPLIES	0.00	2,000.00	252.54	18.59	271.13	1,728.87	86.44%
01-51440-340	CELLULAR PHONES	0.00	1,200.00	495.00	90.00	585.00	615.00	51.25%
01-51440-355	SUBSCRIPTIONS	0.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
01-51440-360	BOOKS & PUBLICATIONS	0.00	500.00	19.77	0.00	19.77	480.23	96.05%
01-51440-365	OFFICE PRINTING COSTS	0.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
01-51620-200	CONTRACTUAL EXPENSE	0.00	5,000.00	0.00	89.97	89.97	4,910.03	98.20%
01-51620-201	PROPERTY TAXES & ASSOC. DUES	0.00	204,871.21	185,359.39	3,489.20	188,848.59	16,022.62	7.82%
01-51620-202	MARINA POLICE	-4,065.45	56,798.14	19,344.32	4,065.45	23,409.77	37,453.82	65.94%
01-51620-205	RENTAL OF OFFICES	0.00	45,000.00	17,187.40	0.00	17,187.40	27,812.60	61.81%
01-51620-208	EQUIPMENT LEASES	-529.27	15,409.40	2,327.75	529.27	2,857.02	13,081.65	84.89%
01-51620-209	PROPERTY MAINTENENCE COST	-7,680.50	589,854.63	116,540.85	11,492.85	128,033.70	469,501.43	79.60%
01-51620-211	VEHICLE MAINTENANCE / FUEL	0.00	10,000.00	735.13	0.00	735.13	9,264.87	92.65%
01-51620-212	HURRICANE/PROPERTY CONTINGENCY	0.00	35,000.00	0.00	0.00	0.00	35,000.00	100.00%
01-51620-224	SIGNAGE	0.00	20,000.00	413.00	0.00	413.00	19,587.00	97.94%
01-51620-325	ELECTRICITY COSTS	0.00	30,000.00	2,318.39	181.53	2,499.92	27,500.08	91.67%
01-51620-326	WATER CHARGES	0.00	25,000.00	3,430.68	29.71	3,460.39	21,539.61	86.16%
01-51630-200	CONTRACTUAL	0.00	450.00	450.00	0.00	450.00	0.00	0.00%
01-51630-209	PROPERTY MAINTENENCE	-2,903.20	110,000.00	48,186.00	4,423.76	52,609.76	60,293.44	54.81%
01-51630-241	MARINA FUEL MANAGEMENT	0.00	250,000.00	122,399.06	20,399.85	142,798.91	107,201.09	42.88%
01-51630-242	MARINE FUEL STATION OVERHEAD	0.00	45,000.00	20,123.46	4,887.55	25,011.01	19,988.99	44.42%
01-51630-310	OFFICE SUPPLIES	0.00	1,000.00	487.63	0.00	487.63	512.37	51.24%
01-51630-325	ELECTRIC COSTS	0.00	11,000.00	4,031.18	1,179.45	5,210.63	5,789.37	52.63%
01-51630-326	WATER COSTS	0.00	10,000.00	4,181.83	1,509.56	5,691.39	4,308.61	43.09%
01-51630-327	GASOLINE & DEISEL FUEL PURCHAS	0.00	857,550.00	556,963.31	142,394.33	699,357.64	158,192.36	18.45%
01-51630-328	MARINA DIESEL SALES TAX	0.00	15,000.00	6,006.46	2,226.52	8,232.98	6,767.02	45.11%
01-51650-200	CONTRACTUAL EXPENSE	0.00	1,200.00	0.00	0.00	0.00	1,200.00	100.00%
01-51650-210	CITY IT SUPPORT	0.00	43,740.00	8,049.45	0.00	8,049.45	35,690.55	81.60%
01-51650-211	COMPUTER SOFTWARE & LICENSES	0.00	6,200.00	0.00	0.00	0.00	6,200.00	100.00%

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01-51650-212	FINANCIAL SOFTWARE MAINTENANCE	0.00	42,060.00	25,081.69	0.00	25,081.69	16,978.31	40.37%
01-51650-330	TELEPHONE LINES	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
01-51650-400	EQUIPMENT COSTS	0.00	13,000.00	0.00	0.00	0.00	13,000.00	100.00%
01-51990-200	CONTRACTUAL EXPENSE - CONTINGENCY	0.00	38,671.00	0.00	0.00	0.00	38,671.00	100.00%
01-57400-100	PERSONNEL SERVICES	0.00	195,960.00	75,790.81	12,024.60	87,815.41	108,144.59	55.19%
01-57400-216	ADVERTISING & PUBLIC NOTICES	0.00	49,000.00	16,135.66	1,605.00	17,740.66	31,259.34	63.79%
01-57400-218	ANNUAL REPORT & BROCHURES	0.00	5,000.00	245.00	0.00	245.00	4,755.00	95.10%
01-57400-225	ASSOC. MEETINGS & SEMINARS	0.00	16,442.69	856.21	0.00	856.21	15,586.48	94.79%
01-57400-226	MEMBERSHIP DUES	0.00	10,700.00	910.00	0.00	910.00	9,790.00	91.50%
01-57400-227	DELIVERY SERVICES	0.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00%
01-57400-229	CAREER DEVELOPMENT	0.00	10,500.00	0.00	5,000.00	5,000.00	5,500.00	52.38%
01-57400-236	PHOTOGRAPHY / VIDEOS	0.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
01-57400-310	OFFICE SUPPLIES	0.00	2,000.00	422.94	18.59	441.53	1,558.47	77.92%
01-57400-340	CELLULAR PHONES	0.00	2,000.00	556.26	90.00	646.26	1,353.74	67.69%
01-57400-355	SUBSCRIPTIONS	0.00	2,100.00	829.57	0.00	829.57	1,270.43	60.50%
01-57400-360	BOOKS & PUBLICATIONS	0.00	500.00	0.00	0.00	0.00	500.00	100.00%
01-57400-365	OFFICE PRINTING COSTS	0.00	4,000.00	387.89	1,577.36	1,965.25	2,034.75	50.87%
01-57500-100	PERSONNEL SERVICES	0.00	189,466.00	61,445.00	11,331.70	72,776.70	116,689.30	61.59%
01-57500-225	ASSOC. MEETINGS & SEMINARS	0.00	11,792.31	674.66	0.00	674.66	11,117.65	94.28%
01-57500-226	MEMBERSHIP DUES	0.00	2,600.00	385.00	0.00	385.00	2,215.00	85.19%
01-57500-229	CAREER DEVELOPMENT	0.00	12,000.00	0.00	5,562.05	5,562.05	6,437.95	53.65%
01-57500-310	OFFICE SUPPLIES	0.00	2,000.00	343.01	18.59	361.60	1,638.40	81.92%
01-57500-340	CELLULAR PHONES	0.00	600.00	247.50	45.00	292.50	307.50	51.25%
01-57500-355	SUBSCRIPTIONS	0.00	500.00	0.00	0.00	0.00	500.00	100.00%
01-57500-360	BOOKS & PUBLICATIONS	0.00	500.00	280.00	0.00	280.00	220.00	44.00%
01-59000-151	F.I.C.A.	0.00	80,000.00	31,212.33	5,103.41	36,315.74	43,684.26	54.61%
01-59000-152	MEDICARE	0.00	25,000.00	7,990.43	1,193.57	9,184.00	15,816.00	63.26%
01-59000-153	RETIREMENT PLAN 401(a)	0.00	350,000.00	140,198.00	45,621.00	185,819.00	164,181.00	46.91%
01-59000-154	WORKERS COMP INSURANCE	0.00	15,000.00	1,549.92	213.45	1,763.37	13,236.63	88.24%
01-59000-155	HEALTH INSURANCE	0.00	200,000.00	49,065.50	562.02	49,627.52	150,372.48	75.19%
01-59000-156	DENTAL INSURANCE	0.00	10,000.00	2,119.08	353.18	2,472.26	7,527.74	75.28%
01-59000-157	LIFE INSURANCE	0.00	10,000.00	432.00	40.00	472.00	9,528.00	95.28%
01-59000-158	SHORT / LONG TERM DISABILITY	0.00	10,000.00	3,886.26	308.43	4,194.69	5,805.31	58.05%
01-59000-159	UNEMPLOYMENT CHARGES	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
01-59000-160	VISION INSURANCE	0.00	3,000.00	247.20	41.20	288.40	2,711.60	90.39%
01-59000-161	COMPENSATED ABSENSES	0.00	65,000.00	0.00	0.00	0.00	65,000.00	100.00%
01-59800-990	TRANS OUT TO DEBT SERVICE FUND	0.00	2,319,093.00	2,319,093.00	0.00	2,319,093.00	0.00	0.00%
01-59999-990	INTERFUND TRANSFERS OUT	0.00	21,659,907.00	21,659,907.00	0.00	21,659,907.00	0.00	0.00%
	Expense Totals:	**-291,281.99**	**30,122,219.56**	**26,340,409.44**	**432,812.52**	**26,773,221.96**	**3,640,279.59**	**12.09%**
	01 - GENERAL FUND Totals:	**-291,281.99**	**151,165.56**	**-1,093,801.70**	**271,263.12**	**-822,538.58**	**1,264,986.13**	
02 - PROJECTS FUND								
Revenue								
02-44100	FESTIVAL & EVENT INCOME	0.00	0.00	-7,000.00	0.00	-7,000.00	7,000.00	0.00%

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
02-46100	INTEREST INCOME	0.00	0.00	-295,966.01	-47,041.10	-343,007.11	343,007.11	0.00%
02-47100	APPLICATION FEES	0.00	0.00	-1,200.00	-600.00	-1,800.00	1,800.00	0.00%
02-48100	MISCELLANEOUS INCOME	0.00	0.00	-152,201.98	0.00	-152,201.98	152,201.98	0.00%
02-49100	OTHER FINANCING SOURCES	0.00	-21,862,030.00	0.00	0.00	0.00	-21,862,030.00	-100.00%
02-49900	TRANSFERS IN	0.00	-21,659,907.00	-21,659,907.00	0.00	-21,659,907.00	0.00	0.00%
	Revenue Totals:	**0.00**	**-43,521,937.00**	**-22,116,274.99**	**-47,641.10**	**-22,163,916.09**	**-21,358,020.91**	**-49.07%**
Expense								
02-58100-202	CONTINGENCY EXPENSE	0.00	25,248.00	0.00	0.00	0.00	25,248.00	100.00%
02-58100-203	CONTRACTUAL EXPENSE	-22,427.16	1,526,551.48	61,345.08	26,577.16	87,922.24	1,461,056.40	95.71%
02-58100-213	LEGAL FEES	0.00	331,159.00	84,790.00	30,570.00	115,360.00	215,799.00	65.16%
02-58200-401	PROPERTY PURCHASES	-6,487,794.91	24,261,174.00	15,442,577.18	7,018,805.75	22,461,382.93	8,287,585.98	34.16%
02-58200-402	IMPROVEMENTS	0.00	4,300,000.00	4,000.00	0.00	4,000.00	4,296,000.00	99.91%
02-58200-404	CONSTRUCTION IN PROGRESS	0.00	74,541.29	-74,541.29	0.00	-74,541.29	149,082.58	200.00%
02-58200-405	SITE WORK AND DEMOLITION FEES	0.00	444,513.99	22,958.00	0.00	22,958.00	421,555.99	94.84%
02-58200-406	INFRASTRUCTURE AND STREETSCAPE	0.00	16,263,515.45	2,873,212.76	0.00	2,873,212.76	13,390,302.69	82.33%
02-58400-443	DIFA-ECONOMIC DEVELOPMENT	0.00	553,840.00	0.00	444,621.00	444,621.00	109,219.00	19.72%
02-58400-444	ECONOMIC DEVELOPMENT GRANTS	215,829.93	1,945,619.35	436,745.61	6,970.00	443,715.61	1,286,073.81	66.10%
02-58400-445	MARKETING INCENTIVES	-2,500.00	256,105.00	46,055.00	2,900.00	48,955.00	209,650.00	81.86%
02-58500-460	COMMUNITY POLICING INNOVATIONS	-228,702.51	1,654,059.59	399,407.99	229,155.35	628,563.34	1,254,198.76	75.83%
02-58500-470	COMMUNITY SUPPORT PROJECTS	-29,543.47	641,237.85	152,651.33	29,543.47	182,194.80	488,586.52	76.19%
02-58500-480	COMMUNITY SPECIAL EVENTS	0.00	610,000.00	90,942.95	1,593.73	92,536.68	517,463.32	84.83%
	Expense Totals:	**-6,555,138.12**	**52,887,565.00**	**19,540,144.61**	**7,790,736.46**	**27,330,881.07**	**32,111,822.05**	**60.72%**
	02 - PROJECTS FUND Totals:	**-6,555,138.12**	**9,365,628.00**	**-2,576,130.38**	**7,743,095.36**	**5,166,964.98**	**10,753,801.14**	
03 - DEBT SERVICE								
Revenue								
03-46100	INTEREST INCOME	0.00	0.00	-12,057.35	-3,704.08	-15,761.43	15,761.43	0.00%
03-49900	TRANSFERS IN	0.00	-2,319,093.00	-2,319,093.00	0.00	-2,319,093.00	0.00	0.00%
	Revenue Totals:	**0.00**	**-2,319,093.00**	**-2,331,150.35**	**-3,704.08**	**-2,334,854.43**	**15,761.43**	**0.68%**
Expense								
03-59800-814	BOND 2012 PRINCIPAL	0.00	1,530,000.00	0.00	0.00	0.00	1,530,000.00	100.00%
03-59800-815	BOND 2015 PRINCIPAL	0.00	725,000.00	0.00	0.00	0.00	725,000.00	100.00%
03-59800-824	BOND 2012 INTEREST	0.00	39,168.00	17,469.16	0.00	17,469.16	21,698.84	55.40%
03-59800-826	BOND 2015 INTEREST	0.00	23,925.00	11,962.50	0.00	11,962.50	11,962.50	50.00%
03-59800-830	FINANCIAL AGENT FEES	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
	Expense Totals:	**0.00**	**2,319,093.00**	**29,431.66**	**0.00**	**29,431.66**	**2,289,661.34**	**98.73%**
	03 - DEBT SERVICE Totals:	**0.00**	**0.00**	**-2,301,718.69**	**-3,704.08**	**-2,305,422.77**	**2,305,422.77**	
	Report Total:	**-6,846,420.11**	**9,516,793.56**	**-5,971,650.77**	**8,010,654.40**	**2,039,003.63**	**14,324,210.04**	

Fund Summary

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01 - GENERAL FUND	-291,281.99	151,165.56	-1,093,801.70	271,263.12	-822,538.58	1,264,986.13	
02 - PROJECTS FUND	-6,555,138.12	9,365,628.00	-2,576,130.38	7,743,095.36	5,166,964.98	10,753,801.14	
03 - DEBT SERVICE	0.00	0.00	-2,301,718.69	-3,704.08	-2,305,422.77	2,305,422.77	
Report Total:	**-6,846,420.11**	**9,516,793.56**	**-5,971,650.77**	**8,010,654.40**	**2,039,003.63**	**14,324,210.04**	

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

CONSENT AGENDA

AGENDA ITEM 11.E

SUBJECT:
Approval of a Waiver for the Commercial Rent Reimbursement Grant Program to Bungalow at Boynton LLC d/b/a The Bungalow Bar & Grill located at 511 NE 4th Street

SUMMARY:
The CRA's Commercial Rent Reimbursement Grant Program provides qualified new or expanding businesses located within the CRA boundaries with rent payment assistance for a maximum period of 12 months.

On February 11, 2025, the CRA Board approved a Commercial Rent Reimbursement Grant in the amount of $24,000 to Bungalow at Boynton LLC d/b/a The Bungalow Bar & Grill located at 511 NE 4th Street, Boynton Beach, FL 33435 (see Attachments I-III). The Bungalow Bar & Grill has become a vibrant cornerstone in Boynton with a laid back atmosphere featuring an active schedule of unique, community-driven events. The Bungalow is an immersive experience that goes beyond dining and drinking. A vibrant Key West inspired décor that sets the stage for relaxation and socialization. The menu features fresh flavorful dishes and creative cocktails, emphasizing seasonal ingredients and local seafood. They have an ever-changing line up of events and live music to ensure every visit offers something new and exciting.

Under the Program Rules & Regulations, the grant recipient will receive a maximum of 12 consecutive monthly rent payments on a monthly basis. Rent reimbursements for The Bungalow began in February 2025. Bungalow has received six consecutive payments for February 2025 - July 2025. CRA staff did not receive any request for reimbursement for August 2025. Reimbursements resumed for September 2025-December 2025. The Bungalow was unable to provide proof of rent payment for August 2025 and have since deferred rent payment for August until late 2026.

On April 7, 2026, CRA staff received a request from The Bungalow for a waiver for 12 "consecutive" rent payments to a total of 12 monthly rent payments (see Attachment IV). Due to the hardships the business faced during the slower summer months, they negotiated an amendment to the lease to defer their August rent payment to late 2026.

If the request for a waiver was approved for a total of 12 monthly rent payments (vs. 12 consecutive months), The Bungalow would be reimbursed for February 2026 in place of August 2025 rent.

FISCAL IMPACT:
FY 2024-2025 Budget, Project Fund, Line Item 02-58400-444, $24,000

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
Approve a Waiver for the Commercial Rent Reimbursement Grant Program to Bungalow at Boynton LLC d/b/a The Bungalow Bar & Grill located at 511 NE 4th Street, Boynton Beach, FL 33435.

ATTACHMENTS:

Description

- Attachment I - Commercial Rent Reimbursement Grant Program
- Attachment II - Location Map
- Attachment III - Lease
- Attachment IV - Request for a Waiver

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

October 1, 2024 – September 30, 2025

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL RENT REIMBURSEMENT GRANT PROGRAM

Program Rules and Regulations

The Commercial Rent Reimbursement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "BBCRA") Area. The program is designed to provide financial assistance to new and existing businesses in the form of rent reimbursement intended to help businesses during the critical first year of operation or expansion.

The BBCRA reserves the right to approve or deny any Commercial Rent Reimbursement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the BBCRA Area. The receipt of past payments is not a guarantee of future payments.

For purposes of this application, the term "new business" means a company in operation for less than one year or relocating to Boynton Beach. The term "existing business" means a company that has been in operation within the BBCRA Area for a minimum of two years at the time of application and has at least two years remaining on its existing lease at the time of Board approval.

The BBCRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be produced by the BBCRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

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Incentive Funding

The Commercial Rent Reimbursement Grant Program offers financial assistance through a reimbursable grant in the form of a monthly rent reimbursement for the first 12 months of business. New businesses are eligible to apply for assistance for up to one year from the issuance of the City of Boynton Beach Business Tax Receipt.

Rent Reimbursements will not be paid until all construction has ended, permits are closed out, City and County licenses are obtained, and the business is open for operation under a Temporary Certificate of Occupancy (TCO) or a Certificate of Occupancy (CO). However, if the construction is for expansion of an existing business, and the existing business property remains open during construction of the expansion, the Applicant is eligible to receive rent reimbursement for the portion of the business that is not under construction so long as that portion remains operational during construction. For businesses that do not require any construction work, rent reimbursements will not be paid until City and County licenses are obtained and the business is open for operation.

On a monthly basis, the BBCRA will issue reimbursement directly to the applicant. Reimbursement is for the monthly rent payment made to the landlord, and is dependent upon receipt of verification that the payment has been cleared by the bank. CASH AND/OR CRYPTOCURRENCY PAYMENTS are not eligible for reimbursement.

The responsibility for all rental payments is between the parties to the lease, (the tenant and the landlord). As grantor, the BBCRA does not bear or accept any responsibility for payment of rent at any time, or for penalties incurred for the late arrival of payments by any party.

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions, and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at careersourcepbc.com.

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Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding:

- Applicant must be a new business, or an existing business that is expanding in size.
- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the BBCRA Area (see attached map).
- Must provide proof that the business is properly licensed by all necessary levels of government and professional associations or agencies (copies of city and county licenses or receipts that the licenses have been applied for).
- Non-profit and residentially zoned properties are NOT eligible.
- The Commercial Rent Reimbursement Grant Program may only be used one time by any one specific business entity or business owner unless the existing business is expanding as defined in this grant application
- An existing business must expand to occupy more than 50% of its current square footage size or open a second location within the BBCRA Area. Verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the BBCRA Board if the tenant is losing their current space due to redevelopment of the site.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the BBCRA Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- Applicant must have an executed multi-year lease with at least two years remaining on the lease at the time of BBCRA Board approval.
- Proposed leases must be executed within 30 days of BBCRA Board approval or the grant award is terminated.
- Grantees shall allow the BBCRA the rights and use of photos and project application materials.
- The BBCRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County.

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Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Rent Reimbursement Grant Program:

- Firearm Sales/Shooting Range
- Religion-Affiliated Retail Stores
- Non-profit organizations
- Check Cashing Stores
- Kava Tea Bars
- Adult Entertainment
- Adult Arcades
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Massage/Personal Services
- Auto Services Facilities – repair, storage, sales, etc
- CBD Retail Stores, etc.
- Convenience Store
- Churches/places of worship
- Medical Research Centers/Housing
- Tattoo Shops / Body Piercing / Body Art Shops
- Liquor Stores
- Vapor Cigarette, E Cigarette Stores
- Pawn Shops
- Political offices, campaign headquarters, or other businesses focused on politics or political operations
- Any other use that the BBCRA staff or BBCRA Board determine will not support the redevelopment of the BBCRA Area

Grant Terms and Conditions

This grant is divided into two tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding.

Grant funding amounts will be based on the applicant's project budget specified at the time of BBCRA Board approval.

Tier One Business

Tier One Businesses are eligible for reimbursement for up to half (50%) of the business' base monthly rent plus half of the Common Area Maintenance fee (if applicable), or $2,000 per month, whichever is less. The maximum amount of the grant is $24,000, distributed in 12 monthly payments. Utilities and property taxes are ineligible for reimbursement.

Tier One Businesses must be one of the following types of businesses:

- Restaurant
- Gourmet Food Market
- Bakery/Coffee Shop
- Hotels/Motels/Bed and Breakfast (the Board will grant no more than four approvals in this category per

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fiscal year; short term vacation rentals are not eligible)

Tier Two Business

Tier Two Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent plus half of the Common Area Maintenance fee (if applicable), or $1,750 per month, whichever is less. The maximum amount of the grant is $21,000, distributed in 12 monthly payments. Utilities and property taxes are ineligible for reimbursement.

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

- Professional Offices (real estate, law, architect, accountant, insurance, marketing etc.)
- Medical Offices (dentists, primary care, counseling, etc.)
- Laundry/Dry Cleaner facility
- Retail (clothing, art, accessories)
- Fitness Centers
- Specialty Businesses (daycare, ice-cream shop, pet grooming, event planning)
- Take-Out Restaurants
- Services (lockshops, appliance repair, etc.)
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Florists (no more than 2 approvals per fiscal year)
- Industrial Uses/Art District (excluding auto repair/sales)

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on the lease at the time of Board approval. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;
- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

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For purposes of this paragraph, the term "subject property" means the leased premises of the grant recipient, for which the applicant or grant recipient is seeking rental reimbursement, or any part thereof. Grant recipients are prohibited from subletting the subject property. If a grant recipient sublets the property, the grant recipient will be required to repay the BBCRA for all grant money received up to that point and will not be eligible to receive any further grant funding.

For purposes of this grant, the BBCRA considers the following to be subletting: A) executing a sublease, assignment, or similar agreement with an entity that is not the grant recipient; B) allowing the subject property to be occupied by any business entity in which the grant recipient is not listed as the registered agent, owner, officer or director of said business, or assisting such a business in so doing; C) allowing or assisting a business entity other than the grant recipient to list its place of business as the subject property; or D) allowing or assisting a business entity other than the grant recipient to obtain a business tax license from the City of Boynton Beach for the subject property. The fact that a business entity other than the grant recipient occupies the subject property, lists its place of business as the subject property, obtains a business tax license for the subject property, or similarly appears to use the subject property is sufficient evidence that the grant recipient has allowed or assisted such other business entity to do so and is grounds for termination of any further grant payments and seeking reimbursement for previously paid grant payments.

However, it shall not be considered a prohibited subleasing when the business purpose of the applicant is to provide a space for aspiring businesses, such as when the applicant is a business incubator, commissary kitchen, or business that provides co-op workspace. The BBCRA will determine whether a certain applicant fits into the exception described in this paragraph on a case-by-case basis.

Application Process

Applications can be submitted online at www.boyntonbeachcra.com. All applicants are required to meet with BBCRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the BBCRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Applicants may submit complete applications via email or mail hard copies of the application with all materials to the BBCRA for review and approval by the BBCRA Board,

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however online submissions are preferred. Applicants will be considered on a first-come, first-served basis. Application packets must include the following documentation:

1. A non-refundable fee of $100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Provide a 2-3 sentence mission statement for the applying business entity. This will be used as a way to introduce the business to the BBCRA Board.
3. Resume for each principal/owner of the business.
4. Copy of the corporate documents for the applying business entity.
5. Copy of City and County Business Licenses (Business Tax Receipt).
6. Copy of executed multi-year commercial lease agreement.
7. Two years of corporate tax returns (for existing businesses only).
8. Two years of personal tax returns for the principal/owners of a new business (if no corporate tax returns).
9. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
10. If applicant is an existing business expanding to occupy more than 50% of its current square footage size, verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the BBCRA Board if the tenant is losing their current space due to redevelopment of the site.
11. Initialed and signed Program Rules & Regulations (pages 1-12).
12. Authorization to perform credit check for the business and each principal/owner of the business.
13. W9 Form and Grant Intake Form.

Approval of Funding Request

All required application documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. BBCRA staff will review the application to evaluate whether the applicant is eligible for reimbursement. If it meets these requirements, BBCRA staff will present the funding request to the BBCRA Board for review and potential approval.

The BBCRA Board meets on the second Tuesday of each month. The schedule for BBCRA Board meetings can be obtained at www.boyntonbeachcra.com. Applicants will

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be notified of the date and time that their applications will be considered by the BBCRA Board.

The BBCRA recommends that applicants attend the BBCRA Board meeting during which the Board will consider their applications in order to answer any questions the BBCRA Board may have regarding their applications. BBCRA staff will notify the applicant of the BBCRA Board's approval or denial in writing.

Site Visits

BBCRA may conduct a site visit prior to transmitting the application to the BBCRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during and after the project in order to determine and ensure compliance with the terms of the grant.

Procedures for Reimbursement

Monthly rent reimbursement payments will be provided to the grant recipient beginning the first month the business is open for operation subsequent to BBCRA Board approval. A maximum of 12 consecutive monthly rent payments are eligible to be reimbursed to the approved applicant. Reimbursement will occur on a monthly basis.

Following the initial Reimbursement Request, each reimbursement request shall be made within 30 days of the start of the next month.

In order to receive monthly rent reimbursement the grant applicant must submit the following:

1. Written request for reimbursement.
2. Proof of rent payments (i.e., copies of the front and back of cancelled checks for that month's reimbursement or proof of direct deposit). **CASH AND/OR CRYPTOCURRENCY PAYMENTS** for rent are not eligible for reimbursement.

<u>If applicant does not submit its monthly reimbursement request within 30 days following the end of the next month in which applicant is requesting reimbursement, applicant forfeits that month's reimbursement.</u>

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Discontinuation of Payment

The receipt of past payments does not guarantee future payments. The BBCRA retains the right to discontinue rent reimbursement payments at any time at its sole and absolute discretion.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including landlords and parties that performed work on the property. Nor shall issuance of a grant result in any obligation on the part of the BBCRA to any third party. The BBCRA is not required to verify that entities that have contracted with the applicant or applicant's landlord have been paid in full, or that such entities have paid any subcontractors in full. Applicant's submittal of verification that monthly rental payments have been cleared by the bank is sufficient assurance for the BBCRA to award grant funding.

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized to the maximum extent permitted by law for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program Rules and Requirements.

Initials AC

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I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer furthering the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in my application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the Boynton Beach Community Redevelopment Agency to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the Boynton Beach Community Redevelopment Agency or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

Business Information:

Business Name (and d/b/a if applicable): The Bungalow at Boynton

Boynton Beach Business Address: 511 NE 4th St
Boynton FL 33435

Applicant Contact Phone Number: 305 606 7582

Initials A.S

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BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. _____ 01/23/2025
Principal/Owner's Signature — Date
Dobromir Dimitrov — OWNER
Printed Name — Title

2. _____ 01/23/2025
Principal/Owner's Signature — Date
ANTAR SOSA — Owner
Printed Name — Title

3. _____ Owner 01/23/2025
Principal/Owner's Signature — Date
Juan Marcos Rancano — Owner
Printed Name — Title

4. _____
Principal/Owner's Signature — Date
_____
Printed Name — Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida COUNTY OF Miami Dade

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Antar Sosa, who is/are personally known to me or produced Drivers license S200-000-82-186-0 as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 23 day of January, 2025.

Notary Public State of Florida
Yusbey Marquez
My Commission HH 354461
Expires 1/26/2027

Yusbey Marquez
NOTARY PUBLIC
My Commission Expires:
1/26/2027

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BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

LANDLORD INFORMATION

LANDLORD SIGNATURES: By signing below, Landlord consents to the submittal of this application. Landlord understands that approval of this application does not grant Landlord any rights whatsoever, and specifically understands that approval of this application does not entitle Landlord to seek payment or other recourse from the BBCRA.

1. _____ 01/28/2025
Landlord's Signature — Date

James William, II Hall
Printed Name — Title

2. _____
Landlord's Signature — Date

Printed Name — Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Puerto Rico
COUNTY OF Cabo Rojo

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared James William, II Hall, who is/are personally known to me or produced Driver License H400-459-64-211-0 as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 28 day of January, 2025.

My Commission Expires: never -

_____
NOTARY PUBLIC

ERIC DANIEL RIOS ROSADO
ABOGADO NOTARIO

RECIBO
Sello CANCELADO
4U24-21489186
6739 - 9397 01/24/2025 $5.00
Sello de Asistencia Legal 80004-2025-0124-05606016

an Avenue, 4th Floor, Boynton Beach, FL 33435 – Phone: (561) 600 - 9090
www.boyntonbeachcra.com

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Submission details

Options

Back to all submissions

6 of 15

Business Information

APPLICATION

Commercial Rent Reimbursement Grant Program

STATUS

Awaiting Decision

BUSINESS NAME

The Bungalow Bar & Grill

LEGAL BUSINESS NAME

Bungalow at Boynton LLC

CONTACT LEGAL NAME

Veronica

CONTACT PREFERRED NAME

Martinez

EMAIL

admin@lastcallhg.com

ADDRESS

511 NE 4th STREET, Boynton Beach, Florida 33435, United States

PHONE

305-713-7839

WEBSITE

https://www.thebungalowboynton.com

SPECIAL REQUESTS & COMMENTS

SUBMITTED TIME

Jan 28, 2025 3:18 pm

SUBMISSION MESSAGE

Thank you for applying for the Commercial Property Improvement Grant! We will be in touch shortly.

TAGS

LOGO

Submitted by

L

Name

Last Call Admin

Email

Admin@lastcallhg.com

Additional Information

Boynton Beach Business Address:

511 NE 4th Street Edited by Bonnie

edit

Provide a list of all principal owners listed on corporate documents

Last Call Hospitality Group LLC 1111 Brickell Ave Miami FL, 33131 *Antar Sosa, 1818 SW 1st Ave Apt 1902 Miami FL, 33129, (305)606-7582 *Dobromir Dimitrov, 9400 E Bay Harbor Dr Apt 5 Bay Harbor Islands FL, 33154, (786)547-4333 *Juan Marcos Rancano, 51 SW 11 St Apt 721 Miami FL, 33130, (305)713-7839

edit

Business Mission Statement

The Bungalow at Boynton Beach emerges as a vibrant cornerstone of the Boynton Beach community, transcending the typical bar and grill to become a hub of connectivity and celebration. Situated in the heart of Florida, it blends the laid back atmosphere of beach life with an active schedule of unique, community-driven events. The Bungalow aims to be the go-to spot for locals and tourists seeking quality eats, refreshing drinks, and memorable gatherings. It is our mission to offer an outstanding eat-and-drink experience through high-quality, creative bar and grill selections, coupled with a diverse array of community-driven events. The Bungalow stands as a vibrant gathering spot full of fun, music, and friendship, embodying the laid back yet lively spirit of Boynton Beach.

edit

Are you an existing business in Boynton Beach?

Yes

edit

Numbers of years in existence

Less than 1 year

edit

Are you a new business in Boytnon Beach?

Yes

edit

Description of your business

Guests at The Bungalow are treated to an immersive experience that goes beyond dining and drinking. It's a journey through: Atmospheric Design: A vibrant, Key West-inspired decor that sets the stage for relaxation and socialization. Culinary Delight: A menu featuring fresh, flavorful dishes and creative cocktails, emphasizing seasonal ingredients and local seafood. Engaging Service: Staff who act as ambassadors of the Bungalow's joyous lifestyle, ensuring every guest feels welcome. Dynamic Programming: An ever-changing lineup of events, ensuring every visit offers something new and exciting. Community Feedback Loop: A commitment to listening and evolving based on the desires and feedback of the patrons.

edit

Type of Business

Tier I

edit

Base Rent (plus CAM if applicable)

13000

edit

Square Footage of Current Location

1700

edit

Square Footage of New Location

No response submitted

edit

Number of Employees & Job Descriptions

6 Bartenders / $9.98 + Tips 3 Servers / $9.98 + Tips 3 Bussers / $9.98 + Tips 2 Barbacks / $9.98 + Tips 5 Cooks (Between $16 and $18) 2 Dishwashers $15/ Hour 1 General Manager $60.000 - $65.000 1 Assistant Manager $50.000 - $52.000

edit

Hours of Operation

Sunday: 12AM-11PM Monday & Tuesday: Closed Wednesday & Thursday: 4PM-11PM Friday & Saturday: 12PM-1AM

edit

Are you applying for grant assitance under any other program offered by the BBCRA?

Commercial Property Improvement Grant Program

edit

Are you applying for grant assistance under any other governmental agencies?

N/A

edit

Landlord Contact Information

Meadowcroft Trust, Jim Hall (941)545-8226

edit

In the following sections, please upload the requested documents. If more than one file is needed in a response to an individual prompt, go to "Choose Files," select multiple files at the same time in order for them to upload.

I understand

edit

Upload resumes for each principal/owner listed on coporate documents here:

19969-application-vendor-question-2gpkvjw62pd71738095369.pdf	01/28/25	Added by [Last Call
19969-application-vendor-question-hsypd62n1pxp1738095369.pdf	01/28/25	Added by [Last Call
19969-application-vendor-question-tdvvl4l5ythx1738095369.pdf	01/28/25	Added by [Last Call

edit

Upload a copy of the lease here:

19969-application-vendor-question-xcjx62qpt90k1738095369.pdf 01/28/25 Added by [Last Call

edit

Upload Copy of Corporate Documents Here

19969-application-vendor-question-wgjh08k8v1zz1738095369.pdf 01/28/25 Added by [Last Call

19969-application-vendor-question-6v5wncsg53rt1738095369.pdf 01/28/25 Added by [Last Call

edit

Upload two years of corporate tax returns here:

19969-application-vendor-question-jg3dg4gz3vdq1738095369.pdf 01/28/25 Added by [Last Call

19969-application-vendor-question-cd8g08zykc4r1738095369.pdf 01/28/25 Added by [Last Call

edit

Upload City of Boynton Beach Business Tax Reciept Here

No response submitted

edit

Upload Palm Beach County Business Tax Reciept Here

No response submitted

edit

Upload Credit Check Authorization Form Here

19969-application-vendor-question-0clwphp310711738095369.pdf 01/28/25 Added by [Last Call

19969-application-vendor-question-1kx6yknk63g91738095369.pdf 01/28/25 Added by [Last Call

19969-application-vendor-question-5gdfs62pq5d41738095369.pdf 01/28/25 Added by [Last Call

19969-application-vendor-question-nhxwkshj5jpm1738095369.pdf 01/28/25 Added by [Last Call

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Upload Business w9 here:

19969-application-vendor-question-k4f2jkthgpv11738095369.pdf 01/28/25 Added by [Last Call

edit

Upload the Grant Intake Form here:

19969-application-vendor-question-xz41n3td1my31738095370.pdf 01/28/25 Added by [Last Call

edit

Upload Notarized "Anti-Human Trafficking Affidavit" here:

19969-application-vendor-question-h4d5djn3tdrb1738095370.pdf 01/28/25 Added by [Last Call

edit

Upload Signed "Program Rules & Regulations" Here

19969-application-vendor-question-zdrw9b0nycls1738095370.pdf 01/28/25

Added by [Last Call

edit

I understand that submission of an application is not a guarantee of grant funding or Board approval. Any "approval" notifications sent through Eventeny are purely administrative. Final approval will occur at the next available Board Meeting.

Veronica Martinez

Device and location locked

How would you like to pay your application fee?

Pay with credit card

edit

Payment

Payment method Update payment method

VISA [redacted]

Title	Quantity	Amount	Sales tax	Fees	Refunded	Net (Paid)	Status - Receipt	Date
Application Fee	1	$100.00	$0.00	$6.60	$0.00	$0.00	Charge manually	Today 3:18 pm

Invoice

#	Title	Amount	Sales Tax	Refunded	Net	Invoice number	Status - Receipt	Description

No invoices have been added. Click on + Invoice to add your first invoice.

Contracts

Name	Owner	Status	Last updated

Tickets

Ticket name	Confirmation code	Charged amount	Holder email	Issued on

Office Notes

This section is only visible to you and your team.

Reset

Select Language

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser
We Value What You Value

Search by Address, Owner, or PCN

Return

Property Info | Layers | Tools & Reports | Help

View Property Record | Print

OWNERS

MEADOWCROFT LIVING TRUST

PROPERTY DETAIL

LOCATION
511 NE 4TH ST

MUNICIPALITY
BOYNTON BEACH

PARCEL NO.
08-43-45-21-26-003-0020

SUBDIVISION
ROBERT ADD TO TOWN OF BOYNTON IN

BOOK/PAGE
35090/1667

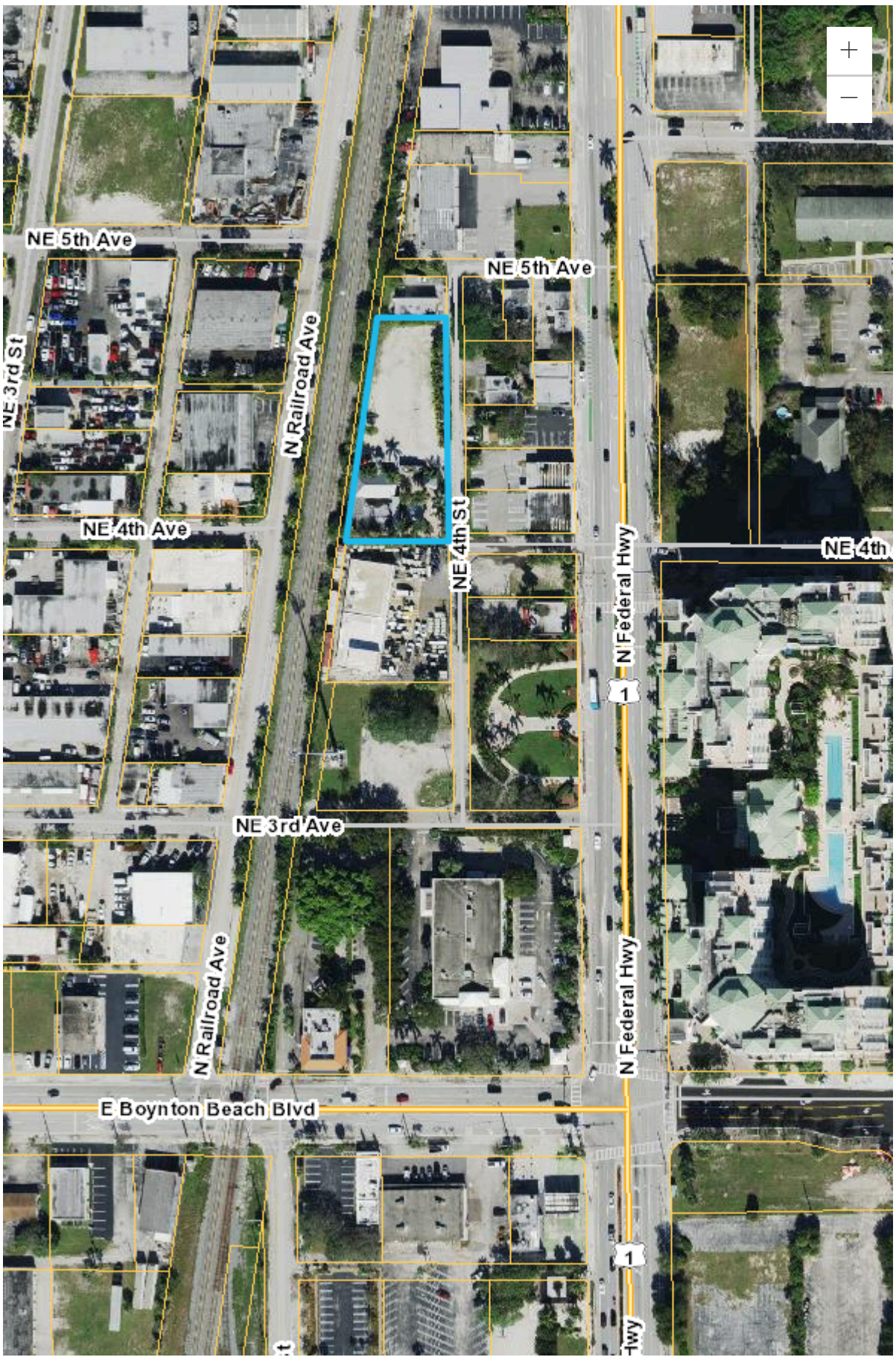
SALE DATE
JUN-2024

MAILING ADDRESS
522 NE 4TH ST
BOYNTON BEACH FL 33435 4142

USE TYPE
2100 - RESTAURANT

TOTAL SQUARE FEET
1740

SALES INFORMATION



Meadowcroft Trust Triple Net Lease

THIS AGREEMENT (hereinafter the "Lease") entered into this __4th___ **day of APRIL , 2024,** between Meadowcroft **Trust,** a Florida for profit company (hereinafter called **"Lessor"** or **"Landlord"**) and **BUNGALOW AT BOYNTON LLC,** a Florida limited liability company (hereinafter called **"Lessee"** or **"Tenant"**):

WITNESSETH, that said Lessor does this day lease unto said Lessee, and said Lessee does hereby hire and take as tenant under said Lessor Unit **511 Ne 4Th St, Boynton Beach, Florida 33435** (the **"Premises"**), containing approximately **1700** square feet (the **"Building"**) situated in Palm Beach County, Florida, to be used and occupied by the Lessee as a **Restaurant, Bar, outdoor facility** and for no other purposes or uses whatsoever, for the term of **60 months**, beginning the **4th day of April, 2024** (**"Commencement Date"**) and ending the **4th day of April, 2029** (**"Expiration Date"**) (such term of this Lease is hereinafter referred to as the **"Term"**) and Lessee agrees to pay Base Rent plus Common area maintenance (defined as monthly prorated property tax (FOR 511 ne 4TH ST), one half of the liability insurance, increases or decreases thereof) herein after referred to as **NNN PORTION** for the term of this Lease plus applicable Florida Sales Tax (subject to jurisdictional taxing authority change), rent increases/C.P.I. increases and Additional Rent payable as follows:

First year Base Rent: **$ 156,000.00** payable in monthly payments of: **$13,000.00**

(LANDLORD WILL GIVE **3 (Three)** MONTHS FREE between **2024-2025** bringing the first-year base rent to **$117,000.00**)

Plus Florida Sales Tax (Currently5.5%): **$715.00**

Plus Portion of property taxes and liability insurance

Total base Monthly Rent due for term beginning **April 4th, 2024,** and on the first day of each month for first 12 months would be **$13715.00** (Thirteen thousand seven hundred fifteen dollars.) If paid after the 10th of the month a 5% late fee will apply and be considered additional rent.

Month 13 to 24 annual monthly base rent would be **$14,000.00**

Current sales tax due (subject to tax authority change) **$770.00**

Plus Portion of Property taxes and liability insurance

Years three through Five will be subject to an annual increase of **4% (Four percent)** or inflation gauged by the CPI plus 1% whichever is greater on both gross and discounted rent paid by the 5th of the month due plus all applicable sales taxes and CAM. Property taxes and liability will be adjusted annually on the anniversary date of the lease.

Lessee will pay for **all** utilities (Boynton Beach City water, sewer, sanitation, FPL, Florida natural gas, Internet or any other tenant chooses) for the Premises. Lessee also agrees to pay any

appropriate increase in Florida Sales Tax.

AS

Security Deposit relative to this Lease (pursuant to Section Forty Seventh) shall be: **$13000.00**

Utility security Deposit **$10,000.00.**

At the time of execution of this Lease, Tenant shall pay to Landlord funds by electronic wire transfer in the amount of **$69,307.48 (minus $3,500 APPLICATION FEE CREDIT = $65,807.48)** as follows: first month's Base Rent and appropriate Florida Sales Tax in the amount of **$13715.00**, Security Deposit in the amount of **$13000.00**, last month's Base Rent and appropriate Florida Sales Tax in the amount of **$15,748.10** for 59th month, **$15,748.10** for the 60th month and utility security deposit of **$10,000.00**. As a concession to the tenant, Landlord will be replacing the fencing on the extreme southern border of the property as well as along the western border of the property with completion expected in early April 2024. In addition, the lessee can be late up to the 15th of the month on two occasions without penalty during the term of this lease. **Lessee will pay a Late Fee, included in Additional Rent of 5% for any rent received by Lessor after the 10th of any month plus interest** as set forth in paragraph FIFTH below. All parties agree that reasonable administration charges will be assessed because unpaid rent increases Lessor's bookkeeping, clerical and administrative costs. All parties agree that the amount of damages caused by unpaid rent is not readily ascertainable, and fees will be provided at a reasonable and necessary charge. All parties agree that all other charges in addition to rent plus sales tax shall be deemed Additional Rent and shall be due with the next monthly rental payment. All balances due from previous lease shall be transferred to this Lease and deemed additional rent and shall be due with the next monthly rental payment. All parties agree, with respect to payments to Lessor, Lessor shall be entitled to apply any payment to any past due charges as determined by the Lessor.

* Total figure is based on the first year's rate. Thereafter, **beginning April 4th, 2025**, rents shall be increased by **$1000.00** (One thousand Dollars) monthly throughout the second year of this Lease. Each subsequent annual anniversary (years three through five) will be increased a further **4%** or the inflation rate according to the CPI for the prior year plus 1%, whichever is greater. All increases will be due and begin on the anniversary date of the lease and will be back charged to the anniversary date of the lease, if notice of the increase is not given in advance.

Provided that Lessee has not been in or is not currently in default of all of the terms of the conditions herein, Lessee will be given the option (at Lessor's sole discretion) to renew this Lease at the end of the then current term of the Lease, for One (1) additional five (5) year period. Unless written notification to the contrary from Lessee is received by Lessor no less than 90 days before the expiration of the base lease term, or any option period, or Lessor has not sent notification to Lessee advising that the Lease will not be renewed, all parties acknowledge that Lessee has exercised said option.

All **payments**, including, but not limited to, rent or sales tax, are to be made to the Lessor **511 NE 4Th Corp**. it's assigns or successors, on the first day of each and every month in advance, time being strictly of the essence, without demand, notice, offset, deduction, or abatement at: **511Ne4th corp**. Bank Account (banking information to be provided by Landlord to Tenant under separate cover) or at such other place and to such other person, as the Lessor may from time to time designate in writing**. All rents due must be made in wired funds.** Checks, drafts, or cash is not an acceptable form of payment under this lease unless specifically requested in writing from the lessee to the lessor and the lessor grants permission for a one-time exemption. In the event Lessee tenders a check not honored by the bank, for any reason, such payment to Lessor shall be made in cash or cashier's check at the sole

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discretion of the Lessor. Lessee shall be responsible for any fees, costs, or expenses to Lessor as a result of any check tendered by Lessee which is not honored by the bank for any reason whatsoever. Payment of any fees or costs shall be due immediately as additional rent ("Additional Rent").

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The following express stipulations and conditions as well as the above stated terms and conditions are made a part of this Lease and are hereby assented to by the Lessee:

FIRST: Tenant shall not assign, pledge or otherwise encumber this Lease or any interest therein without obtaining the prior written consent of Landlord. Tenant shall not sublet the Premises without the prior written consent of Landlord. Sale of more than 33% of the voting equity securities of an entity shall be considered an assignment for purposes of this paragraph. In the event of any assignment, sublease, or other transfer, the Tenant herein shall remain fully responsible for all obligations in the Lease. In addition, Landlord may require execution of a personal guarantee by all principals of any successor Tenant. In addition, no assignment or subletting will be for a lesser rental rate than is being charged by Landlord for comparable space in the leased facility. Any breach of this paragraph shall permit the Landlord to consider this Lease in default. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to the assignment of this Lease or subletting of the Premises. Further, Lessee shall not permit the Premises or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the Lessor. All additions, fixtures or improvements which may be made by Lessee, except movable office furniture, shall become the property of the Lessor and remain upon the Premises as a part thereof, and be surrendered with the Premises at the termination of this Lease.

SECOND: All personal property placed or moved in the Premises above described shall be at the risk of the Lessee or the owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act or omission of any co tenant or occupants of the Building or of any other person whomsoever.

THIRD: The Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said leased unit, for the correction, prevention, and abatement of nuisances or other grievances, in upon, or connected with said Premises during said term. In the event of Lessee's failure to do so, the Lessor may, in its sole discretion, cure any such non-compliance and any fees, costs or expenses incurred by the Lessor in connection therewith, shall be reimbursed to the Lessor by Tenant as Additional Rent and shall be due with the next monthly rental payment. Annual Inspection fees are to be reimbursed to the Lessor the first month after payment by the lessor.

FOURTH: In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said Premises tenantable by repairs within ninety days therefrom. Regular

rent shall continue during this period. If said Premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. Lessor's obligation to make any such repairs shall be subject to Lessor's mortgagee permitting the necessary funds to be so available. In no event shall Lessor be responsible for any damage to Lessee's improvements, fixtures, personality or inventory. It is specifically agreed that vandalism shall not be considered a casualty, and Lessee shall be responsible for all damage to all property leased by Lessee on account of any vandalism. Tenant shall be responsible for all fees and expenses in respect of security to the Premises leased by Tenant hereunder.

FIFTH: The prompt payment of the rent for said Premises upon the dates named, and the faithful observance of the rules and regulations printed upon this Lease, as well as those attached to this Lease which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the Lessor, are the conditions upon which the Lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said Lease, or any of said rules and regulations, shall at the option of the Lessor, work a forfeiture of this Lease, and all of the rights of the Lessee hereunder, and thereupon the Lessor, Lessor's agents or attorneys shall have the right to enter said Premises, and remove all persons therefore according to Florida statutes. In the event of a non-monetary default, Lessee shall have 3 days from the date of Lessor's notification to cure such default. Any costs, expenses or legal fees incurred by Lessor in curing or correcting any conditions arising out of Lessee's failure to faithfully observe and comply with all such rules and regulations shall be considered Additional Rent which shall be due Lessor with the next monthly rental payment.

Further, it is mutually agreed by and between Lessor and Lessee that they hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use and occupancy of said Premises, and/or any claim of injury or damage, and any emergency statutory or any other statutory remedy.

Any unpaid rents or other amounts due under the Lease shall earn interest at the highest rate allowed by law. The Lessee agrees to pay the Lessor a reasonable fee of $150.00 plus applicable Florida sales tax to compensate Lessor for the processing and delivery of a "3 Day Notice" for non-payment of monies owed, as well as a fee of $150.00 plus applicable Florida sales tax for the costs of administration of an eviction in addition to any other costs or expenses reasonably and necessarily incurred, including, without limitation, attorneys' fees, as and for liquidated damages. Said legal fees, costs or expenses shall be considered Additional Rent and shall be due and payable as a condition precedent to cure the default giving rise to said "3 Day Notice".

SIXTH: If the Lessee shall abandon or vacate said Premises before the end of the term of this Lease, or shall suffer the rent to be in arrears, the Lessor may, at his option, forthwith cancel this Lease or Lessor may enter said Premises as the agent of the Lessee, by any means necessary, without being liable in any way therefore, and relet the Premises with or without any furniture that may be therein, as the agent of the Lessee, at such price and upon such terms and for such duration of time as the Lessor may determine, and receive the rent therefore, applying the same to the payment of the rent due and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor in such re-letting, the said Lessee shall pay any deficiency.

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SEVENTH: The Lessee agrees that Lessee will pay all charges for rent and electricity, water, sewer, sanitation, and gas used at said Premises. Should said charges at any time remain due and unpaid for the space of five days after the same shall have become due, the Lessor may at its option consider the said Lessee a tenant at sufferance and take possession of said Premises in accordance with Florida Law. In addition, if any such charges are not paid within ten (10) days after the same shall become due and payable, Lessor may pay the same, and any amount paid by Lessor shall immediately become due to Lessor by Lessee as Additional Rent and shall be due with the next monthly rental payment.

EIGHTH: The rights and remedies of the Lessor under this Lease if Lessee breaches this Lease, shall be cumulative and may be exercised singly, independently, and/or as Lessor may otherwise desire and the failure on the part of Lessor to exercise any rights given hereunder shall not operate to forfeit any such rights, including without limitation, Lessor's right to receive and deposit rent as defined in this Lease with actual knowledge of a default or other non-compliance by Lessee. Lessor's rights shall include, without limitation, all rights and remedies provided for under this Lease and/or in accordance with Florida law, including without limitation, the right and option of declaring the balance of the total rent for the entire term of this Lease to be immediately due and payable for Lessee's breach.

NINTH: The said Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods and chattels of said Lessee, which shall or may be brought or put on said Premises as security for the payment of the rent herein reserved, and the Lessee agrees that such lien may be enforced by distress foreclosure or otherwise at the election of the Lessor. The undersigned Lessor and Lessee agree that in the event Lessee leaves any personal property behind on the Premises after Lessee surrenders or abandons the rental unit, Lessor is not liable or responsible for storage or disposition of the personal property. Lessee waives any rights to the personal property and waives the applicability of §§715.101-715.11, Florida Statutes. Lessee appoints Lessor as its agent to dispose of any of said personal property in any manner that Lessor determines. Lessor may remove any property from the leased Premises that Lessor considers abandoned by Lessee and Lessee shall be responsible for the cost of any such removal and disposition and the cost of repairing any damage caused by such removal. Lessee further waives any right of damages, recovery or setoff against Lessor in connection with Lessor's disposition of any personal property on the Premises.

TENTH: The Lessor, or any of his agents, shall have the right to immediately enter said Premises during all reasonable hours, upon notice to Lessee, except in emergencies, to examine the same to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said Building, or to exhibit said Premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Building.

ELEVENTH: Lessee hereby accepts the Premises in the condition they are ("As-Is") at the beginning of this Lease and agrees to maintain said Premises and to make good to Lessor, immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said Premises, or of the Building. Lessors may contract requested maintenance, if desired by Lessee, at a cost of said contractor cost and materials plus a premium of 10 percent. Such

costs/charges shall be paid to Lessor with the next month's rent check and shall be considered as Additional Rent.

TWELFTH: No untagged or unregistered motor vehicles or trailers will be permitted to be parked outside the leased Premises overnight. Lessee hereby irrevocably appoints Lessor as attorney in fact for Lessee, so that Lessor may have said vehicles or trailers towed away at Lessee's sole expense and liability. No vehicle repairs are to be performed outside of any unit nor any vehicles in disrepair are to be parked outside of the Tenant's leased Premises. Lessee shall be subject to the Meadowcroft Trust Rules to be distributed to Lessee. Lessee's failure to adhere to these rules shall be a breach and a default of this Lease. Lessee acknowledges and agrees that the leased Premises includes outside parking.

THIRTEENTH: If Tenant shall file or have filed against it a petition for adjudication as a bankrupt, for reorganization under Chapter VII, for arrangement under Chapter XI or XIII, or for any other relief under Bankruptcy Reform Act of 1994 as now or hereafter amended, or make an assignment for the benefit of creditors, or if a receiver of any property of Tenant is appointed, Landlord is hereby irrevocably authorized at its option to forthwith cancel this Lease, as a default hereunder. Landlord may elect to accept rent from any such receiver or trustee or judicial officer during the term of Tenant's occupancy without affecting Landlord's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest to the above-described property or this Lease.

FOURTEENTH: Lessee is responsible for their own trash disposal and Lessee shall be responsible for setting-up trash disposal with the City of Boynton Beach at the time Lessee has utilities turned on at the Premises prior to taking occupancy.

FIFTEENTH: This Lease shall bind the Lessee and its assigns or successors, and the heirs, assigns, administrators, guarantors, legal representatives, executors or successors as the case may be, of the Lessee.

SIXTEENTH: It is understood and agreed between the parties hereto that time is of the essence with reference to this Lease and this provision applies to all terms and conditions contained herein.

SEVENTEENTH: All notices or demands which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt of the actual addressee), (i) when delivered by personal delivery or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, with sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an expedited, overnight courier service such as, by way of example but not limitation, U.S. Express Mail, Federal Express, or UPS, addressed to the party to whom notice is intended to be given at the addresses set forth below. Such addresses may be changed from time to time by either party by serving notices as below provided. Notice need be sent to but one Lessee where Lessee is more than one person or entity.

To Lessee at:
Bungalow at Boynton LLC

To Lessor c/o of its Manager at:
Meadowcroft Trust c/o Jessica Hall
or its successors

EIGHTEENTH: The rights of the Lessor under the foregoing shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

NINETEENTH: It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessor for services or for work performed on the Premises by order of the Lessee or otherwise accruing under this contract shall be considered as Additional Rent which shall be due the Lessor with the next monthly rental payment.

TWENTIETH: It is hereby understood and agreed that any drawings or plans for signs or advertising to be used by Lessee, including awnings, in connection with the Premises leased herein shall be first submitted to the Lessor for approval before the installation of same and shall be in accordance with all applicable sign codes.

TWENTY-FIRST: In the event, any governmental agencies shall require a modification to the demised Premises, or the installation of any special equipment or safety features to comply with ADA or other governmental standards, such modifications or installation shall be made solely at the expense of the Lessee, and such requirement shall not excuse the Lessee from the requirement of this Lease. If Lessor is required to defend any suits related to any governmental compliance issue, Lessee agrees to reimburse Lessor for any costs, expenses or legal fees incurred which is deemed to be Additional Rent and which shall be due to Lessor with the next monthly rental payment.

TWENTY-SECOND: The Landlords acceptance of rent, or any act of forbearance or waiver of any breach or violation of this lease by the tenant shall not be construed as a continuing waiver or consent to any subsequent breach or violation by the tenant and shall not bar landlord's right to demand strict compliance with that provision or any other provision of this lease. No course of dealing between the landlord and the tenant shall constitute a waiver of any of the landlord's rights or any of the tenant's obligations as due hereunder.

TWENTY-THIRD: Lessee shall comply with all laws, orders and regulations of federal, state, city, county and municipal authorities, fire insurance rating organizations, the Americans with Disabilities Act, and Federal and State environmental laws, statutes and regulations which shall now or hereafter affect the Premises, including but not limited to the compliance required by any change on the above referenced items. In the event a notice of violation is received by Lessor regarding a code violation due to Lessee's occupancy and use of Premises, which results in a code violation hearing, Lessee agrees to pay all fees and costs, including Lessor's attorney fees as Additional Rent which shall be due the Lessor with the next monthly rental payment. Lessee agrees to pay all maintenance cost for safety equipment, including replacement of, as well as all annual government inspection fees. If fees are paid by the lessor, the tenant hereby agrees to promptly reimburse the Lessee at next monthly rent remittance.

TWENTY-FOURTH: In the event there is fire, safety, or related equipment within the leased Premises, or in the event the Lessor installs such equipment in the future, Lessee agrees to allow Lessor, upon reasonable notice, to let such equipment remain or be installed, as the case may be, at Lessor's sole expense. Lessee agrees not to interfere, nor allow others to interfere with the normal operation of such equipment through Lessee's actions or inactions, nor shall Lessee be entitled to any abatement or discount in rent by reason of the existence of such equipment.

TWENTY-FIFTH: Lessee agrees, at its own expense, to monitor, maintain, repair, and replace all fire alarm(s), detector(s), and fire extinguisher(s) systems located in or on the Premises. Accommodate the annual fire inspection of the city of Boynton Beach fire department, to pay the fee incurred, and comply with the recommendations of said inspection. Additionally, provide Landlord with proof of payment and successful completion certificate.

TWENTY-SIXTH: Lessee shall take good care of the Premises and shall promptly make all repairs in and about the Premises required by reason of the installation, use, or operation of equipment, machinery, or property in the Premises, the moving of Lessee's property in, on or about the Premises, and/or the misuse, act, or neglect of Lessee or any of its employees, agents, contractors, or invitees. All repairs shall be in compliance with any applicable governmental rules and regulations, including Lessee's obtaining any necessary building permits and licenses if required, and the cost thereof shall be at Lessee's sole expense and paid by Lessee so that the demised Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the demised Premises. Any alterations shall immediately become the property of Lessor, subject only to the use of same by Lessee during the term of this Lease. It is hereby agreed and understood between Lessor and Lessee that in the event the Lessor decides to remodel, alter or demolish all or any part of the Premises leased hereunder, or in the event of the sale or long term lease of all or any part of the Premises requiring this space, the Lessee hereby agrees to vacate same upon receipt of sixty (60) days written notice and the return of any advance rental paid on account of this Lease.

Lessee covenants that, during the term of this Lease, Lessee will, at Lessee's sole expense, keep in good order, repair, or replacement, if necessary, all air conditioning HVAC equipment, doors, wiring, plumbing and sewerage equipment, sprinklers, overhead doors, windows, and lighting fixtures, water heaters located in the leased Premises. All personal property or business equipment left in or on the premises will be left up to the Lessee to repair at their sole expense. In the event of an approaching hurricane, named storm or other imminent adverse weather condition, Lessee hereby agrees to take all reasonable and necessary precautions to secure and protect the leased Premises. This includes, but is not limited to, removing or securing any exterior material or debris to prevent potential airborne projectiles, securing, entry doors and windows to prevent failure or breakage from weather conditions. Lessee agrees to implement self-help measures to protect the integrity of the structure and Lessee's contents. It is Lessee's sole responsibility to ensure Lessee's contents, liability and building insurance is sufficient, and currently active. Prior to an approaching hurricane, Lessee must take pro-active measures to secure the leased Premises, which includes, but is not limited to, utilizing the aluminum door braces if applicable. Any damage sustained to the Premises as a result of the door braces not being properly utilized will result in repair charges to Lessee's account. Lessee agrees that the current cost to replace any door brace(s) or any of its components shall be deducted from Lessee's aluminum door brace security deposit and that amount shall then be due to Lessor as additional Aluminum Door Brace Deposit. It is Lessee's sole responsibility to insure that these braces remain on the Premises. The cost to repair any damage to the facility caused by the failure of Lessee to protect all doors and windows in the leased Premises will be the sole responsibility of Lessee. Lessee agrees to reimburse Lessor, upon demand, for costs of any repairs required due to Lessee's non-action or negligence of this provision. In the event Lessee requests Lessor to perform routine overhead door or lighting fixture maintenance, Lessee agrees to reimburse Lessor for repair contractor cost and materials plus a premium of 10%. Lessee expressly agrees to give

Lessor written notice of any repairs needed that Lessor may be required to perform under the terms of this Lease.

Lessee agrees that it shall not cause any accumulation of waste, garbage or other debris, in or about the exterior area of the Lessor's property. The Lessee will not erect tents, nor store any trailers, vans, shacks, tanks or any other temporary buildings or structures without the prior written consent of the Lessor. In the event Lessee should fail to make the repairs or replacements required of Lessee forthwith upon notice by Lessor, Lessor, in addition to all other remedies available hereunder or by law and without waiving any of said alternative remedies, may make such repairs and Lessee agrees to repay Lessor the cost thereof which shall be deemed Additional Rent, payable with the next monthly rental payment. Lessee waives all right to make repairs at the expense of Lessor as provided for in any statute or law in effect at the time of execution of this Lease or any amendment thereof or any other statute or law which may be hereafter enacted during the term of this Lease and agrees upon the expiration of the term of this Lease or sooner termination hereof to surrender unto Lessor the demised Premises in the same condition as received, ordinary wear and tear and damage by earthquake, act of God, the elements, or fire not attributable in any respect to Lessee, alone excepted. Lessor agrees to make necessary repairs to the roof, exterior walls, foundations and parking areas only, within reasonable time after Lessee has notified Lessor in writing of the need for such repair. Lessee agrees during the full term of this Lease, at its own cost and expense, to make all other repairs and replacements of whatever kind or nature, either to the exterior, including walks, or to the interior of said Premises, less repairs to roof, exterior walls, foundations and parking areas, unless said last mentioned damage was done by Lessee, or its agents, employees, contractors or servants. Lessee agrees to install or upgrade, at Lessee's sole cost and expense, any firewalls that may be required by governmental authorities as a result of Lessee's occupancy of the Premises.

TWENTY-SEVENTH: Tenant shall not suffer or permit any liens to stand against the Premises, or any part thereof by reason of any work, labor, services or materials done for, or supplied, or claimed to have been done for, or supplied to, Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within fifteen (15) days after the date of filing the same, by either payment or bond. If Tenant shall fail to discharge any lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of the same either by paying amount claimed to be due by deposit in court or bonding. Any amount paid or deposited by Landlord for any of the aforesaid purposes, and all legal and other expenses of Landlord, including attorneys' fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the highest rate allowed by law, from the date of payment or deposit, shall become due and payable forthwith by Tenant to Landlord as Additional Rent. Nothing in this Lease shall be deemed to be, or construed in any way as constituting, the consent or request of Landlord, expressed or implied, by inference or otherwise, to any person, firm or entity, for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration or repair to the Premises or any party thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials which might in any way give rise to the right to file any lien against Landlord's interest in the Premises. Tenant shall notify any contractor performing any construction work in the Premises on behalf of Tenant that this Lease specifically provides that the

interest of Landlord in the Premises shall not be subject to liens for improvements made by Tenant. Tenant agrees to promptly execute such instruments in recordable form in accordance with all legal requirements. In addition, Landlord shall have the right to post and keep posted at all reasonable times on the Premises any notices which Landlord shall be required to post for the protection of Landlord and the Premises from any such lien.

TWENTY-EIGHTH: Lessor reserves the right to place "For Lease" or "For Rent" signs on the Premises at any time within ninety (90) days of the expiration of the Lease, upon reasonable notice to Lessee, if Lessee has not exercised any option to renew, if provided for herein. During said ninety day period, Lessor may show the leased Premises to new prospective tenants at any reasonable time. Lessee agrees not to conduct "Quitting Business," "Lost Our Lease," "Bankruptcy," or other such types of sales or notices on the Premises without Lessor's prior written consent which may not be unreasonably withheld.

TWENTY-NINTH: Lessee shall obtain, at Lessee's sole expense, comprehensive general liability insurance in limits of not less than $1,000,000.00 per occurrence. The policy must be in force and a certificate of insurance provided to the Lessor prior to initial occupancy. The minimum limits Lessee is required to carry are:

General Aggregate	$2,000,000	Personal & Advertising Injury	$1,000,000
Products-Completed Operations Aggregate	$2,000,000	Fire Legal Liability	$ 100,000
Each Occurrence	$1,000,000	Medical Payments Any One Person	$ 5,000

All insurance policies shall name Lessor, (Meadowcroft Trust, James Hall, Jessica Hall, Meadowcroft property management) as ADDITIONAL INSURED AND/OR LOSS PAYEE, as well as Lessee shall keep such insurance in force and effect throughout the Lease term. Lessee shall provide Lessor with certificates of insurance certifying that such insurance is in full force and effect within seven (7) days of the date of Lessor's written demand and the policies shall not be canceled or changed without at least fifteen (15) days prior written notice to the Lessor. If Lessee's acts or omissions increase any hazard insurance premium, then Lessor, in Lessor's sole discretion, may purchase such insurance for the benefit of Lessee and/or pay any such increase in hazard insurance premium and such expense shall be deemed Additional Rent and be due with the next monthly rental payment. If Lessee fails to abide by this provision then such default shall constitute a breach of Lease. Lessee waives all rights of subrogation.

THIRTIETH: Lessee shall indemnify, protect and save Lessor and Lessor's managing agents, harmless against and from any and all liability, damages, costs and expenses, including reasonable attorney's fees on the trial and appellate levels, costs, actions, judgment, and claims whatsoever based upon or by reason of any injury and/or damage of any kind, nature, or description sustained during the terms hereof, to person or property on, in or about the leased Premises, and arising out of the use, occupancy, management, or control of the leased Premises by the Lessee and any of Lessee's agents, employees, and/or invitees. The Lessee will retain, at Lessee's expense, competent counsel to defend Lessor and Lessor's managing agents in any and all such suits and actions brought against Lessor or in which Lessor is a designated party defendant.

THIRTY-FIRST: It is expressly understood by and between the parties to this Lease, that the Lessor shall not be liable for any damage or injury by water, which may be sustained by the said Tenant

or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other persons, tenants, agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage including roof leakage about the said Building. Lessee assumes all risk of any injury, loss, claim, demand or damage of and to any person(s) or property of any kind or nature that may occur by reason of any of the following: casualty, accident, occurrence, incident, and/or act of God, damage resulting from water, wind, rain, the bursting or leaking of any pipes, waste or sewage, from any act of negligence of Lessor and any persons or occupants in, on or about the Premises and/or common area property, theft, vandalism, graffiti, or other criminal activity, fire or hurricane. All property of any kind or nature placed or moved in and about the Premises shall be at the sole risk of Lessee, or owner thereof. Lessee shall obtain such insurance at Lessee's own expense, and Lessee will self-insure to fully protect itself and Lessor from any and all events, conditions, or matters set forth or alluded to herein. Lessee hereby expressly assumes the risk of loss to any and all property that Lessee may bring in, on or about the Premises, including, without limitation, any property of Lessee's invitees and/or guests. Lessee expressly waives any and all claims, demands, rights, or remedies whatsoever that it may, could or would otherwise have against Lessor, except for the express assumption of risk as set forth in this paragraph. Lessee acknowledges its duty to report immediately to Lessor any broken water pipes, running or leaking faucets or toilets, etc. If such leaks are not reported to Lessor, resulting in excessive water use, Lessee is then liable for the payment of such excess use upon notification from Lessor demanding payment.

THIRTY-SECOND: This Lease shall be subject and subordinate to any mortgage which may now or hereafter affect the leased Premises and/or Lessor's interest therein, to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. If confirmation of such subordination is requested, Lessee shall promptly execute any certificate that Lessor may request and the failure to do so shall be a material breach of this Lease.

THIRTY-THIRD: Tenant agrees, from time to time, within seven (7) days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, the termination date of this Lease and such other matters pertaining to this Lease as may be requested by Landlord. It is understood and agreed that Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

THIRTY-FOURTH: Lessee shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character, except those materials or substances that are normally used in Lessee's business and stored in accordance with standard safety practices and all local codes and statutes, or that increases the damage caused by fire or other casualty in, on or about the Premises or that might be considered hazardous by any responsible insurance company. Lessee acknowledges that the leased property may be located in a well field zone and may be listed in the Well field Protection Program of Palm Beach County. If Lessee's business handles any of the substances published under the Generic Regulated Substances List, Lessee specifically agrees to govern the amounts of such regulated substances so that Lessee's business activity is in full compliance with the Well field Protection Program, if applicable to the leased property. Lessee further agrees not to use, consume, handle, store, transport, or dispose of hazardous or toxic materials, chemicals, or substances in, on, or about the leased

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Premises, including any common area portion(s), and further, shall indemnify and hold the Lessor harmless from all losses, damages, penalties, fines, liabilities, expenses, and costs to cleanup; or corrective-measure expenses, including reasonable attorney's fees, arising from or out of any violation of this provision. At the Lessor's sole discretion, Lessor may elect to perform cleanup or remedial work deemed necessary and any costs, expenses, or legal fees incurred by Lessor in connection therewith or any and all legal proceedings related to the subject matter of this paragraph shall be paid by Lessee to Lessor as Additional Rent which shall be due Lessor with the next monthly rental payment.

THIRTY-FIFTH: If Lessee remains in possession of the Premises after the expiration date of this Lease or any option period, without Lessor's written extension or renewal thereof, Lessee shall be deemed to be a tenant at sufferance holding over without the consent of the Lessor. Lessee acknowledges that Lessor is entitled to twice the sum of the monthly rent for any holding over by Lessee under Florida law and this Lease provision puts Lessee on notice that Lessor shall demand and be entitled to recover double rent for any such time period, and all other rights, remedies, and relief provided for under this Lease and Florida law.

THIRTY-SIXTH: If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease of the application of such terms, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, or condition of this Lease shall be enforceable to the fullest extent permissible by law.

THIRTY-SEVENTH: The Lease and any attached Rules or Regulations, Exhibits and Addendums, which may become part of this Lease represents the entire agreement of the Parties. Lessor and Lessee each stipulate and acknowledge to each other that no other representations, promises, or inducements of any other kind or nature were made to the other prior to the signing of this Lease. This Lease constitutes the entire agreement of the parties and accurately sets forth their intent.

THIRTY-EIGHTH: Lessee agrees to reimburse Lessor for any property or liability insurance rates that are increased due to the nature of the Lessee's storage, and/or use of the Premises. Such charges shall be deemed Additional Rent. Annually, Lessee agrees to pay to Lessor the pro-rata increase, if any, of the real estate es over the previous year's base amount. The obligation to make any payments pursuant to this paragraph shall survive the expiration of the term of this Lease. Lessor shall advise Lessee each year of the pro-rated amount due, and Lessee shall pay this amount, deemed Additional Rent, within 30 days of such notice.

THIRTY-NINTH: Lessee agrees not to store any equipment, material, trash, or debris outside the leased Premises and agrees to remove any such material, trash or debris from the inside of the leased Premises when vacating the Premises. Lessee is responsible for all costs associated with clean-up of leased Premises and/or repairs made to leased Premises performed by Lessor upon Lessee's vacating the Premises. Lessee agrees to leave unit in a "broom-clean" condition upon vacating the Premises.

FORTIETH: Lessee acknowledges and agrees that Lessee is not to dispose of any toxic/hazardous waste products on the leased Premises, and that Lessee must make immediate disposal arrangements for any such waste, in accordance with appropriate Federal, State, and local laws. Lessee further warrants to hold the Lessor and its agents harmless from any liability, as well as taking full responsibility for any liability that may be caused as a result of Lessee's action/non-action with regards to Lessee's

activity on said Premises. Lessee agrees that Lessee's failure to dispose of toxic/hazardous waste in accordance with all applicable laws and regulations as well as Lessee's loss of environmental operating permit(s) will constitute a breach of this Lease, and Lessee may be subject to criminal and civil penalties. In the event Lessee receives a Notice of Violation from a state, federal, or local environmental agency or in the event Lessor notifies Lessee to correct poor or hazardous housekeeping practices or business operations and the Lessee does not immediately correct such violation to the satisfaction of Lessor or any appropriate governmental agency, such actions/inactions constitute a breach of this Lease and Lessee may be subject to criminal and civil penalties.

Lessee agrees to provide to Lessor, within 5 business days, a copy of any Notice of Violation or similar environmental notification Lessee may receive. All parties agree, at the inception of this Lease, that there are no existing discernible environmental problems or hazardous wastes at the leased Premises. If Lessee receives a Notice of Violation, or similar notification, Lessee agrees to immediately correct the problem in accordance with all laws and regulations, and agrees to perform, at Lessee's sole cost and expense, a subsequent environmental audit at the expiration of the lease term to insure to all parties that the site has been properly remediated. Should Lessee fail to do so, Lessor may perform an environmental audit, in its sole discretion, and Lessee shall become liable to Lessor for the cost thereof, which shall be due to Lessor with the next monthly rental payment or in the alternative, such payments due to Lessor shall survive the expiration term of this Lease.

FORTY-FIRST: In the event of default of this Lease by Lessee, and/or the necessity to pursue collection of monies due for any reason associated with this Lease, including, but not limited to, recovery of unpaid rent, bounced check charges, repairs or cleanup performed by Lessor, removal of unauthorized signs, Lessor shall be entitled to all costs and expenses of collection incurred on both the trial and appellate levels, including a reasonable attorney's fee, and in all other post judgment proceedings of any kind or nature in any state in the United States, including without limitation, all professional fees, costs, and expenses paid, or incurred, including after judgment, and/or which reduce or limit the amount awarded by judgment or court order, such as, any contingency or flat fee paid to any attorney or collection agent, which amount shall be equal to the amount(s) awarded less the amount actually received by plaintiff in any state in the United States.

FORTY-SECOND: The following will be events of default by Tenant under this Lease:

(a) Failure to pay when due any installment of Base Rent, Additional Rent, or any other payment required pursuant to this Lease;

(b) Then filing of a petition for bankruptcy or insolvency under any applicable federal or state bankruptcy or insolvency law; an adjudication of bankruptcy or insolvency or an admission that it cannot meet its financial obligations as they become due, or the appointment of a receiver or trustee for all or substantially all of the assets of Tenant under this Lease (each, a "Guarantor");

(c) A transfer in fraud of creditors or an assignment for the benefit of creditors, whether by Tenant or any Guarantor.

(d) The filing or imposition of a lien against the Premises, the Building, or Tenant's property as a result of any act or omission of Tenant and the failure of Tenant to satisfy for bond the lien in its entirety within thirty (30) days thereafter.

(e) The liquidation, termination or dissolution of Tenant or any Guarantor, or, if Tenant or any Guarantor is a natural person, the death of Tenant or such Guarantor.

(f) Failure to cure the breach of any provision of this Lease, other than the obligation to pay Rent, within thirty (30) days after notice thereof to Tenant; provided, however, that id such breach cannot be cured within such thirty (30) day period using diligent efforts and Tenant promptly commenced efforts to cure such breach upon receipt of Landlord's notice thereof, then such cure period shall be extended for so long as Tenant continues to use diligent efforts to cure, not to exceed a total of sixty (60) days from the date of Landlord's notice;

(g) Tenant's breach of the same provision of this Lease, other than the obligation to pay rent, more than twice in any twelve (12) month period;

(h) Failure to deliver, maintain or restore the Security Deposit pursuant to Article Forty Seventh herein;

(i) Failure to comply with the 511Ne4th Corp. Rules attached to this Lease.

Upon the occurrence of any event of default set forth herein, Landlord shall be entitled to the following remedies:

(a) Landlord may terminate this Lease, dispossess Tenant and recover as damages from Tenant all rent that is due by unpaid as of the date of dispossession, plus the product of the total amount of brokerage commissions paid by Landlord, if any, plus all other damages incurred by Landlord as a result of Tenant's breach of the Lease;

(b) Landlord may, without terminating or cancelling this Lease, declare all rent to be paid pursuant to this Lease for the remainder of the remainder of the Term to be immediately due and payable, and thereupon all rent due hereunder through the end of the Term shall be accelerated and Landlord shall be entitled to recover the net present value thereof;

(c) Landlord may elect to repossess the Premises and to relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting including any differences between the amount of rent received from such reletting and the amount due and payable under the terms of this Lease; and

(d) Landlord may enter the Premises and take any actions required of Tenant under the terms of this Lease, and Tenant shall reimburse Landlord on demand for any expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord shall not be liable for any damages resulting to the Tenant from such action.

The above remedies shall be cumulative and shall not preclude Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the remedies upon and event of default shall not constitute a waiver. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a Tenant default.

Tenant shall pay to Landlord on demand all reasonable fees and costs incurred by Landlord, including reasonable attorney's fees and costs (whether incurred in preparation for or at trial, on appeal, or in bankruptcy), incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for reasonable expenses to which Landlord may be put in re-renting the Premises, reletting the Premises and putting the Premises into the condition necessary for such reletting (including reasonable attorney's fees and disbursements, marshal's fees, and brokerage fees, if any, in so doing), and any other reasonable expenses reasonably incurred by Landlord.

No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

FORTY-THIRD: In the event Lessee's payment by check is not paid by Lessee's bank for any reason, then Lessee hereby agrees to a "Bad Check Fee" of five percent (5%) of the amount of the check. Lessor's policy is not to redeposit check, however, re-depositing said check a second time and the check's subsequent clearing does not alleviate the above mentioned "Bad Check Fee.

FORTY-FOURTH: In the event of a breach of this Lease by Lessee, the Lessee hereby agrees that Lessor shall have the right to evict the Lessee according to Florida Statutes and that Lessee hereby waives any right to recover damages for said lockout caused for any reason, including, but not limited to, loss of business. All other rights of the Lessor under this Lease remain in effect.

FORTY-FIFTH: Lessee shall not in any way pledge, mortgage, or encumber this Lease or its rights under it.

FORTY-SIXTH: Any holding over after the expiration of the term of this Lease or any option period with consent of Lessor shall be construed to be a renewal on a month to month basis only. Lessee agrees to give Lessor at least 30 days written notice to vacate. Such notice must be received by Lessor prior to the next monthly rental period. Lessor reserves the right to increase the rental amount during a month to month basis. All other provisions of this Lease shall remain in full force and effect.

FORTY-SEVENTH: A security deposit ("**Security Deposit**") in the amount of **$13000.00** is hereby acknowledged by Lessor, and Lessee hereby agrees that said security deposit cannot be used as payment of rent, including payment of last month's rent without the prior written consent of Lessor. All parties agree that the security deposit does not collect interest, relative to this Lease shall always be equal to or greater than 100% of the base rent, and Lessee shall pay the appropriate security deposit increase pursuant to receipt of Lessor's letter to this effect. Rent must be paid in advance in accordance with this Lease and the security deposit shall be held by Lessor until the expiration of this Lease and may be applied against any monies due or for damages incidental to this Lease. If Lessee should be overdue in the payment of monthly rent or other sums payable to Lessor on at least two or more occasions during a year, Lessor may require Lessee to increase the amount of Security Deposit held by Lessor by an

amount sufficient to cover at least two month's rent including Lessor's estimate of monthly Additional Rent.

FORTY-EIGHTH: The parties signing below as Lessee, or on behalf of the Lessee, hereby certify that they have the authority of the Lessee to sign this Lease, make this Lease legally binding upon said Lessee, and hereby authorize Lessor to check Lessee's references, perform credit checks and obtain background information on Lessee. In the event a Guarantor executes Lessor's Lease Guarantor Agreement, Guarantor agrees to guarantee the full payment and performance of all of Lessee's contractual obligations under this Lease.

FORTY-NINTH: If Lessee is a corporation, limited liability Company, partnership or other entity, the person signing this Lease on behalf of such entity hereby warrants that he or she has full authority from such entity to sign this Lease and obligate the entity hereunder. Said person and entity shall be jointly and severally liable for all rent, Additional Rent and any and all other amount that may be due and owing to Lessor under the terms of this Lease, including attorney's fees and costs.

FIFTIETH: Lessee shall not commit, or allow to be committed, any waste on the Premises, create or allow any nuisance to exist on the Premises, or use or allow the Premises to be used for any unlawful purposes.

FIFTY-FIRST: In the event Lessor has determined that Lessee, either through the normal course of Lessee's business or for any other reason, is in arrears with Federal, state or local taxes, including mandatory licenses and/or fees, Lessee will be deemed in default of this provision and such default shall constitute a breach of Lease. Lessee waives all rights of subrogation.

FIFTY-SECOND: This space is left blank **intentionally.**

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year below written.

Signed, sealed and delivered in the presence of:

DATE: 4/5/2024

WITNESS AS TO LESSOR

WITNESS AS TO LESSOR

WITNESS AS TO LESSEE

LANDLORD:

Meadowcroft Trust.

By: Jessica Hall

Jessica Hall, Its Authorized Rep

TENANT:

BUNGALOW AT BOYNTON LLC

By: A. Sosa

_____

WITNESS AS TO LESSEE

DATE:_____

ADDL. INFO. NAME:

EMAIL:

ADDRESS 511 Ne 4th St, Boynton Beach, Florida 33435

PHONE: SS#: _____

DL#: _____ STATE: _____ DOB: _____

Meadowcroft Trust RULES

1. IN ACCORDANCE WITH STATE AND COUNTY STATUTES, HAZARDOUS WASTE MUST BE DISPOSED OF PROPERLY. IF ANY TENANT IS FOUND TO HAVE DUMPED HAZARDOUS MATERIAL ON THIS PROPERTY, IT WILL BE CAUSE FOR IMMEDIATE EVICTION AND/OR PROSECUTION BY THE APPROPRIATE AUTHORITIES.

2. ALL BUSINESS ACTIVITIES WILL BE CONDUCTED IN ACCORDANCE WITH STATE AND COUNTY CODES AND ORDINANCES. THERE SHALL BE NO OUTSIDE STORAGE OF ANY KIND PERMITTED. TENANT SHALL ACCOMMODATE THE CITY OF BOYNTON BEACH FOR ANNUAL CITY INSPECTIONS AND TENANT SHALL BE RESPONSIBLE FOR THE INSPECTION FEE.

3. TENANT SHALL NOT BLOCK ANY ROADWAY OR PASSAGEWAY IN FRONT OF OR BEHIND THE PREMISES.

4. ANY ALTERATIONS (ELECTRICAL, STRUCTURAL, ETC.,) INSIDE THE UNITS MUST BE APPROVED BY THE OWNER AND MUST CONFORM TO ALL CODES and ORDINANCES.

5. NO UNTAGGED OR UNREGISTERED VEHICLES WILL BE PERMITTED TO BE PARKED OUTSIDE THE PREMISES OVERNIGHT. CARS OFFERED FOR SALE SHALL NOT BE PARKED AT THE PREMISES. ANY SUCH UNREGISTERED OR UNTAGGED VEHICLES WILL BE TOWED.

6. NO UTILITY VANS, CAMPERS, TRAILERS, BOATS OR MOBILE HOMES SHALL BE ALLOWED TO BE PARKED ON PREMISES.

7. AFTER HOURS OR OVERFLOW PARKING IS PERMITTED ON THE ADJACENT PREMISES NEIGHBORING RESTAURANT TENANT THAT Landlord owns. The tenant is responsible for the DAILY cleanup of ALL debris resulting from this privilege. Including trash, bottles, cans, or any other debris or foreign matter resulting from such use.

8. ALL TRASH MUST BE CONTAINERIZED. WHEN CONTAINERS ARE FULL, THEY MUST BE EMPTIED INTO DUMPSTERS. ALL AREAS AROUND PREMISES MUST BE KEPT FREE OF LITTER AND DEBRIS. IF MAIN DUMPSTERS ARE FULL, DO NOT ADD ANY MORE DEBRIS UNTIL THEY ARE EMPTY. THE TENANT HAS RESPONSIBILITY TO REGULARLY POLICE EXTERIOR AREA AROUND LEASED UNIT AND KEEP AREA FREE FROM LITTER AND DEBRIS. TENANT MUST KEEP CONCRETE DUMPSTER BIN CLEAN AND DEBRIS FREE. NO DEBRIS ACCUMULATION IN DUMPSTER BIN WILL BE TOLERATED.

9. NO AGGRESSIVE DOGS OR DOG BREEDS ALLOWED ON PROPERTY!

10. THE TENANT ACKNOWLEDGES DUTY TO Repair IMMEDIATELY ANY BROKEN WATER PIPES, RUNNING OR LEAKING FAUCETS OR TOILETS, IRRIGATION, ETC. IF SUCH LEAKS ARE NOT REPAIRED IN A TIMELY MANNER, RESULTING IN EXCESSIVE damage, TENANT IS LIABLE FOR PAYMENT OF SUCH EXCESS damage IMMEDIATELY UPON NOTIFICATION OF SUCH EXCESS Damage BY OWNER.

11. TENANTS SHALL NOT BE PERMITTED TO STORE AT THE PREMISES AND BUILDING A GREATER NUMBER OF VEHICLES THAN THE NUMBER OF PARKING SPACES SPECIFICALLY ASSIGNED TO SAID TENANT'S PREMISES. IN THE EVENT THAT A VEHICLE IS DETERMINED TO BE INOPERABLE OR SAID VEHICLE DOES NOT DISPLAY ALL APPROPRIATE TAGS, THE LANDLORD SHALL, WITHOUT NOTICE TO TENANT, TOW SAID VEHICLE AT TENANT'S EXPENSE.

12. TENANTS SHALL BE RESPONSIBLE TO MAINTAIN THE EXTERIOR OF TENANTS' PREMISES. IN THE EVENT THAT EXCESSIVE TRASH OR DEBRIS DISCOVERED OUTSIDE TENANT'S PREMISES, THE SAME SHALL CONSTITUTE A DEFAULT OF TENANT'S LEASE.

13. TENANTS SHALL BE RESPONSIBLE FOR PROVIDING LANDLORD WITH AN UPDATED SET OF KEYS TO THE PREMISES.

14. TENANTS SHALL NOT TAMPER WITH LANDLORD'S MOTEM LOCATED IN THE INTERIOR OF THE PREMISES OR THE SECURITY CAMERAS LOCATED AT THE PREMISES ON THE EXTERIOR OF THE BUILDING.

YOUR COOPERATION IS REQUIRED IN THESE MATTERS!

I have read and will comply with the above rules and regulations of MEADOWCROFT TRUST AND 511Ne4th Corp.

DATE: _____ By: _____

DATE: _____ By: _____

HAZARDOUS WASTE AGREEMENT

I/We, have been advised by LESSOR that I am not to dispose of hazardous waste including, but not limited to, waste oil, solvents, paint thinners and other chemicals and products on said property and that I need to make satisfactory arrangements in accordance with appropriate Federal, State, and local laws.

I further warrant to hold the owner of the property and its Manager harmless and that I take full responsibility for any liability that may be caused as a result of any action/non-action as a result of my activity on said Premises. If I do not dispose of hazardous waste in accordance with the aforesaid laws/regulations, my tenancy will immediately cease and I will be subject to criminal and civil penalties.

DATE: _____ By: _____

DATE: _____ By: _____

TENANT ENVIRONMENTAL CHECKLIST

(Please circle either Y or N for your response)

1. Does your type of business generate any hazardous waste or contamination? Yes / No

   If so, please list below:

2. In the normal course of operations, does your business handle hazardous materials? Yes / No
3. If so, have you obtained the necessary federal, state, and local permits? Yes / No
4. Has your business been subject to prior environmental compliance enforcement? Yes / No
5. Do you now have an environmental compliance officer? Yes / No
6. Does your business have other off-site operations that generate hazardous wastes? Yes / No

I certify that the above responses are true and correct, and if evidence shows that any responses shown herein are false, Lessor may declare Lessee in breach of lease.

DATE: _____ By: _____

DATE: _____ By: _____

From: Last Call Admin
To: Nicklien, Bonnie
Cc: Robert Pereira
Subject: Request for Waiver - August 2025 Rent Reimbursement
Date: Tuesday, April 07, 2026 11:30:17 AM

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Good Morning Bonnie,

Hope you are doing well. We wanted to follow up regarding the August 2025 rent reimbursement.

At the time, our team coordinated directly with the property owners to defer the August 2025 rent payment until further notice. We understand this affected the consecutive months required by the grant, and we would like to kindly request a waiver from the Board to replace August 2025 with February 2026 for reimbursement purposes.

We truly appreciate your support and hope this request can be considered. Please let us know if there is any additional information needed to move forward.

Thank you so much for your time, Bonnie.

Best regards,
JORGE MENDIETA
Business Admin
Last Call Hospitality Group
M: (786)338-9000
A: 1111 Brickell Avenue, 10th Floor, Miami FL

Check out our concepts: *Tipsy Flamingo Cocktail Bar, Sunset Club Rooftop, Sweet Caroline Karaoke Bar, RedBar, The Bungalow, Tambo*

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

CONSENT AGENDA

AGENDA ITEM 11.F

SUBJECT:
Approval of Five Commercial Economic Development Grant Program Applications

SUMMARY:
The CRA's reimbursable Economic Development Grants provide 50% of the project costs in matching reimbursable funding for rent and commercial property improvements. The grant programs continue to further the CRA's mission to activate vacant commercial space, assist businesses, create jobs and develop a vibrant downtown.

CRA staff has received complete grant applications for the Commercial Rent Reimbursement Grant Program and Commercial Property Improvement from the applicants listed in the table below. If approved, the applicants are eligible to receive the maximum grant funding as allowed per the Program Rules & Regulations provided the applicant expends an equal amount in matching funds as required under the terms of the grant. The grant is reimbursed to the applicant once the applicant submits the proper reimbursement documents to the CRA staff for approval.

Business Name	Attachment	Address	Grant	Tier	Grant Amount
GGSS Delray LLC d/b/a goGLOW Boytnon Beach	I & II	1501 S. Federal Highway	Rent Reimbursement Property Improvement	II	$21,000 $35,000
618 E. Ocean Ave LLC	III	618 E. Ocean Avenue	Property Improvement	II	$25,000

MVB, Inc. d/b/a Rivalries Sports Pub	IV	510 E. Ocean Avenue, Unit 101	Rent Reimbursement	I	$24,000
Logo Legend LLC	V	680 W. Industrial Avenue, Unit 7	Rent Reimbursement	II	$6,000

FISCAL IMPACT:
FY 2025-2026 Budget, Project Fund, Line Item 02-58400-444, $820,000

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
Approve the Commercial Economic Development Grant Program Applications.

ATTACHMENTS:

Description

- Attachment I - Commercial Rent Reimbursement Grant to goGLOW Boynton Beach
- Attachment II - Commercial Property Improvement Grant to goGLOW Boytnon Beach
- Attachment III - Commercial Property Improvement Grant to 618 E Ocean Ave LLC
- Attachment IV - Commercial Rent Reimbursement Grant to Rivalries Sports Pub
- Attachment V - Commercial Rent Reimbursement Grant to Logo Legend LLC

October 1, 2025 – September 30, 2026

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL RENT REIMBURSEMENT GRANT PROGRAM

Program Rules and Regulations

The Commercial Rent Reimbursement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "BBCRA") Area. The program is designed to provide financial assistance to new and existing businesses in the form of rent reimbursement intended to help businesses during the critical first year of operation or expansion.

The BBCRA reserves the right to approve or deny any Commercial Rent Reimbursement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the BBCRA Area. The receipt of past payments is not a guarantee of future payments.

For purposes of this application, the term "new business" means a company in operation for less than one year or relocating to Boynton Beach. The term "existing business" means a company that has been in operation within the BBCRA Area for a minimum of two years at the time of application and has at least two years remaining on its existing lease at the time of Board approval.

The BBCRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be produced by the BBCRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Initials _____

Incentive Funding

The Commercial Rent Reimbursement Grant Program offers financial assistance through a reimbursable grant in the form of a monthly rent reimbursement for the first 12 months of business. New businesses are eligible to apply for assistance for up to one year from the issuance of the City of Boynton Beach Business Tax Receipt.

Rent Reimbursements will not be paid until all construction has ended, permits are closed out, City and County licenses are obtained, and the business is open for operation under a Temporary Certificate of Occupancy (TCO) or a Certificate of Occupancy (CO). However, if the construction is for expansion of an existing business, and the existing business property remains open during construction of the expansion, the Applicant is eligible to receive rent reimbursement for the portion of the business that is not under construction so long as that portion remains operational during construction. For businesses that do not require any construction work, rent reimbursements will not be paid until City and County licenses are obtained and the business is open for operation.

On a monthly basis, the BBCRA will issue reimbursement directly to the applicant. Reimbursement is for the monthly rent payment made to the landlord, and is dependent upon receipt of verification that the payment has been cleared by the bank. CASH AND/OR CRYPTOCURRENCY PAYMENTS are not eligible for reimbursement.

The responsibility for all rental payments is between the parties to the lease, (the tenant and the landlord). As grantor, the BBCRA does not bear or accept any responsibility for payment of rent at any time, or for penalties incurred for the late arrival of payments by any party.

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions, and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at careersourcepbc.com.

Initials _____

Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding:

- Applicant must be a new business, or an existing business that is expanding in size.
- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the BBCRA Area (see attached map).
- Must provide proof that the business is properly licensed by all necessary levels of government and professional associations or agencies (copies of city and county licenses or receipts that the licenses have been applied for).
- Non-profit and residentially zoned properties are NOT eligible.
- The Commercial Rent Reimbursement Grant Program may only be used one time by any one specific business entity or business owner unless the existing business is expanding as defined in this grant application
- An existing business must expand to occupy more than 50% of its current square footage size or open a second location within the BBCRA Area. Verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the BBCRA Board if the tenant is losing their current space due to redevelopment of the site.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the BBCRA Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- Applicant must have an executed multi-year lease with at least two years remaining on the lease at the time of BBCRA Board approval.
- Proposed leases must be executed within 30 days of BBCRA Board approval or the grant award is terminated.
- Grantees shall allow the BBCRA the rights and use of photos and project application materials.
- The BBCRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County.

Initials _____

- Anti-Human Trafficking. Prior to the execution of this Agreement, or any renewal and/or extension thereto, the Grantee 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.

Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Rent Reimbursement Grant Program:

- Firearm Sales/Shooting Range
- Religion-Affiliated Retail Stores
- Non-profit organizations
- Check Cashing Stores
- Kava Tea Bars
- Adult Entertainment
- Adult Arcades
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Massage/Personal Services
- Auto Services Facilities – repair, storage, sales, etc
- CBD Retail Stores, etc.
- Convenience Store
- Churches/places of worship
- Medical Research Centers/Housing
- Tattoo Shops / Body Piercing / Body Art Shops
- Liquor Stores
- Vapor Cigarette, E Cigarette Stores
- Pawn Shops
- Political offices, campaign headquarters, or other businesses focused on politics or political operations
- Any other use that the BBCRA staff or BBCRA Board determine will not support the redevelopment of the BBCRA Area

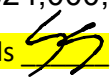
Grant Terms and Conditions

This grant is divided into two tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding.

Grant funding amounts will be based on the applicant's project budget specified at the time of BBCRA Board approval.

Tier One Business

Tier One Businesses are eligible for reimbursement for up to half (50%) of the business' base monthly rent plus half of the Common Area Maintenance fee (if applicable), or $2,000 per month, whichever is less. The maximum amount of the grant is $24,000,

Initials 

distributed in 12 monthly payments. Utilities and property taxes are ineligible for reimbursement.

Tier One Businesses must be one of the following types of businesses:

- Restaurant
- Gourmet Food Market
- Bakery/Coffee Shop
- Hotels/Motels/Bed and Breakfast (the Board will grant no more than four approvals in this category per fiscal year; short term vacation rentals are not eligible)

Tier Two Business

Tier Two Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent plus half of the Common Area Maintenance fee (if applicable), or $1,750 per month, whichever is less. The maximum amount of the grant is $21,000, distributed in 12 monthly payments. Utilities and property taxes are ineligible for reimbursement.

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

- Professional Offices (real estate, law, architect, accountant, insurance, marketing etc.)
- Medical Offices (dentists, primary care, counseling, etc.)
- Laundry/Dry Cleaner facility
- Retail (clothing, art, accessories)
- Fitness Centers
- Specialty Businesses (daycare, ice-cream shop, pet grooming, event planning)
- Take-Out Restaurants
- Services (lockshops, appliance repair, etc.)
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Florists (no more than 2 approvals per fiscal year)
- Industrial Uses/Art District (excluding auto repair/sales)

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on the lease at the time of Board approval. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;

Initials

- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

For purposes of this paragraph, the term "subject property" means the leased premises of the grant recipient, for which the applicant or grant recipient is seeking rental reimbursement, or any part thereof. Grant recipients are prohibited from subletting the subject property. If a grant recipient sublets the property, the grant recipient will be required to repay the BBCRA for all grant money received up to that point and will not be eligible to receive any further grant funding.

For purposes of this grant, the BBCRA considers the following to be subletting: A) executing a sublease, assignment, or similar agreement with an entity that is not the grant recipient; B) allowing the subject property to be occupied by any business entity in which the grant recipient is not listed as the registered agent, owner, officer or director of said business, or assisting such a business in so doing; C) allowing or assisting a business entity other than the grant recipient to list its place of business as the subject property; or D) allowing or assisting a business entity other than the grant recipient to obtain a business tax license from the City of Boynton Beach for the subject property. The fact that a business entity other than the grant recipient occupies the subject property, lists its place of business as the subject property, obtains a business tax license for the subject property, or similarly appears to use the subject property is sufficient evidence that the grant recipient has allowed or assisted such other business entity to do so and is grounds for termination of any further grant payments and seeking reimbursement for previously paid grant payments.

However, it shall not be considered a prohibited subleasing when the business purpose of the applicant is to provide a space for aspiring businesses, such as when the applicant is a business incubator, commissary kitchen, or business that provides co-op workspace. The BBCRA will determine whether a certain applicant fits into the exception described in this paragraph on a case-by-case basis.

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Application Process

Applications can be submitted online at www.boyntonbeachcra.com. All applicants are required to meet with BBCRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the BBCRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Applicants may submit complete applications via email or mail hard copies of the application with all materials to the BBCRA for review and approval by the BBCRA Board, however online submissions are preferred. Applicants will be considered on a first-come, first-served basis. Application packets must include the following documentation:

1. A non-refundable fee of $100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Provide a 2-3 sentence mission statement for the applying business entity. This will be used as a way to introduce the business to the BBCRA Board.
3. Resume for each principal/owner of the business.
4. Copy of the corporate documents for the applying business entity.
5. Copy of City and County Business Licenses (Business Tax Receipt).
6. Copy of executed multi-year commercial lease agreement.
7. Two years of corporate tax returns (for existing businesses only).
8. Two years of personal tax returns for the principal/owners of a new business (if no corporate tax returns).
9. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
10. If applicant is an existing business expanding to occupy more than 50% of its current square footage size, verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the BBCRA Board if the tenant is losing their current space due to redevelopment of the site.
11. Initialed and signed Program Rules & Regulations (pages 1-12).
12. Authorization to perform credit check for the business and each principal/owner of the business.
13. W9 Form and Grant Intake Form.

Initials

Approval of Funding Request

All required application documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. BBCRA staff will review the application to evaluate whether the applicant is eligible for reimbursement. If it meets these requirements, BBCRA staff will present the funding request to the BBCRA Board for review and potential approval.

The BBCRA Board meets on the second Tuesday of each month. The schedule for BBCRA Board meetings can be obtained at www.boyntonbeachcra.com. Applicants will be notified of the date and time that their applications will be considered by the BBCRA Board.

The BBCRA recommends that applicants attend the BBCRA Board meeting during which the Board will consider their applications in order to answer any questions the BBCRA Board may have regarding their applications. BBCRA staff will notify the applicant of the BBCRA Board's approval or denial in writing.

Site Visits

BBCRA may conduct a site visit prior to transmitting the application to the BBCRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during and after the project in order to determine and ensure compliance with the terms of the grant.

Procedures for Reimbursement

Monthly rent reimbursement payments will be provided to the grant recipient beginning the first month the business is open for operation subsequent to BBCRA Board approval. A maximum of 12 consecutive monthly rent payments are eligible to be reimbursed to the approved applicant. Reimbursement will occur on a monthly basis.

Following the initial Reimbursement Request, each reimbursement request shall be made within 30 days of the start of the next month.

In order to receive monthly rent reimbursement the grant applicant must submit the following:

1. Written request for reimbursement.

Initials

2. Proof of rent payments (i.e., copies of the front and back of cancelled checks for that month's reimbursement or proof of direct deposit). **CASH AND/OR CRYPTOCURRENCY PAYMENTS** for rent are not eligible for reimbursement.

If applicant does not submit its monthly reimbursement request within 30 days following the end of the next month in which applicant is requesting reimbursement, applicant forfeits that month's reimbursement.

Discontinuation of Payment

The receipt of past payments does not guarantee future payments. The BBCRA retains the right to discontinue rent reimbursement payments at any time at its sole and absolute discretion.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including landlords and parties that performed work on the property. Nor shall issuance of a grant result in any obligation on the part of the BBCRA to any third party. The BBCRA is not required to verify that entities that have contracted with the applicant or applicant's landlord have been paid in full, or that such entities have paid any subcontractors in full. Applicant's submittal of verification that monthly rental payments have been cleared by the bank is sufficient assurance for the BBCRA to award grant funding.

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency

Initials _____

Commercial Rent Reimbursement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized to the maximum extent permitted by law for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer furthering the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in my application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the Boynton Beach Community Redevelopment Agency to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the Boynton Beach Community Redevelopment Agency or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

Business Information:

Initials _____

Business Name (and d/b/a if applicable): GGSS Delray LLC, DBA goGLOW Boynton Beach

Boynton Beach Business Address: 1501 S Federal Highway

Boynton Beach, FL 33435

Applicant Contact Phone Number: 941-400-4931

Initials

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. _____ 04/08/2026
Principal/Owner's Signature — Date
Sarah Smith — Owner/Area Developer
Printed Name — Title

2. _____
Principal/Owner's Signature — Date
_____
Printed Name — Title

3. _____
Principal/Owner's Signature — Date
_____
Printed Name — Title

4. _____
Principal/Owner's Signature — Date
_____
Printed Name — Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida COUNTY OF Lake

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Scott Skokan, who is/are ~~personally known~~ to me or produced Florida Drivers License as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 21st day of April, 2026.

ROBIN DANA ELLERBY
Notary Public - State of Florida
Commission # HH 296747
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

NOTARY PUBLIC
My Commission Expires: Nov. 29, 2026

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

LANDLORD INFORMATION

LANDLORD SIGNATURES: By signing below, Landlord consents to the submittal of this application. Landlord understands that approval of this application does not grant Landlord any rights whatsoever, and specifically understands that approval of this application does not entitle Landlord to seek payment or other recourse from the BBCRA.

1. Scott Skokan 04/21/2026
Landlord's Signature Date
Scott Skokan VP Capex
Printed Name Title

2. _____
Landlord's Signature Date
_____
Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida
COUNTY OF Lake

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Scott Skokan, who is/are personally known to me or produced Florida Drivers License as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 21st day of April, 2026.

My Commission Expires:
Nov. 29th, 2026

NOTARY PUBLIC

ROBIN DANA ELLERBY
Notary Public - State of Florida
Commission # HH 296747
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

eventeny

Business Information

Application	Commercial Rent Reimbursement Grant Program
Status	Awaiting Decision
Business Name	goGLOW Boynton Beach
Contact Legal Name	Sarah Smith
Email	sarah.smith@goglow.co
Address	1501 South Federal Highway, Boynton Beach, Florida 33435, United States
Phone	561-374-0016
Website	http://goglow.co/boynton-beach
Special Requests	
Submitted Time	Apr 15, 2026 9:53 am
Tags	

Additional Information

Boynton Beach Business Address:

1501 S Federal Highway, Boynton Beach, FL 33435

Provide a list of all principal owners listed on corporate documents

Sarah Smith 20 NE 16th Court, Delray Beach FL, 33444 941-400-4931
sarah.smith@goglow.co

Business Mission Statement

goGLOW Boynton Beach is dedicated to helping our community look and feel their best through safe, all-natural sunless tanning solutions that promote confidence and whole skin health. We strive to deliver a luxury, personalized experience while fostering meaningful local partnerships and supporting the vibrant Boynton Beach community. Our mission is to redefine beauty standards by offering a healthy alternative to traditional tanning in an inclusive, empowering environment.

Are you an existing business in Boynton Beach?

No

Numbers of years in existence

0

Are you a new business in Boytnon Beach?

Yes

Description of your business

goGLOW Boynton Beach is a modern, luxury sunless tanning studio focused on providing safe, high-quality alternatives to traditional UV tanning. We specialize in custom airbrush spray tans using proprietary, skin-nourishing formulas that are vegan, cruelty-free, and made in the USA. Each service is tailored to the individual client's skin tone and desired result, delivering a natural, streak-free glow in a clean, professional environment. In addition to single-session spray tans, goGLOW offers flexible membership packages designed to make routine self-care accessible and affordable for clients. Our services cater to a wide range of customers, including busy professionals, parents, brides, event attendees, and individuals seeking a healthy, confidence-boosting beauty solution. Beyond our core services, we also provide a curated selection of retail products that extend and enhance results, including pre- and post-tan skincare. Our business model emphasizes convenience, consistency, and an elevated customer experience, supported by trained technicians and a strong focus on client education.

Type of Business

Tier II

Base Rent (plus CAM if applicable)

5,939.97/mo

Square Footage of Current Location

(No response submitted)

Square Footage of New Location

1239

Number of Employees & Job Descriptions

I. List of jobs to be created a. Manager – 0 or 1 position (full time) b. Lead Spraytan Specialist – 2 positions (full time) c. Spraytan Specialist – 4–7 positions (part time) Total hires will be 7–10 positions, potentially 15–18 during busy season (Feb - June) II. Pay range a. Manager – $70,000 to 80,000 per year b. Lead Spraytan Specialist – $16/hr-$18/hr plus tips and % off retail, potential for healthcare reimbursement (national average is $30–$35/hour with tips) c. Spraytan Specialist – $15/hr - $17/hr plus tips and % off retail, potential for healthcare reimbursement (national average is $30–$35/hour with tips)

Hours of Operation

Hours of Operation: Sunday 10 AM–6 PM Monday 9 AM–9 PM Tuesday 9 AM–9 PM Wednesday 9 AM–10 PM Thursday 9 AM–10 PM Friday 9 AM–9 PM Saturday 10 AM–6 PM

Are you applying for grant assitance under any other program offered by the BBCRA?

Commercial Property Improvement Grant Program

Are you applying for grant assistance under any other governmental agencies?

N/A

Landlord Contact Information

1351 South Federal (FL) Owner LLC c/o LivCor 233 South Walker Drive, Suite 4700 Chicago, IL 60606 Attention: Matthew Neufeld Phone: 312-466-3400

In the following sections, please upload the requested documents. If more than one file is needed in a response to an individual prompt, go to "Choose Files," select multiple files at the same time in order for them to upload.

I understand

Upload resumes for each principal/owner listed on coporate documents here:

File uploaded

Upload a copy of the lease here:

File uploaded

Upload Copy of Corporate Documents Here

File uploaded

Upload two years of corporate tax returns here:

File uploaded

Upload City of Boynton Beach Business Tax Reciept Here

File uploaded

Upload Palm Beach County Business Tax Reciept Here

(No response submitted)

Upload Credit Check Authorization Form Here

File uploaded

Upload Business w9 here:

File uploaded

Upload the Grant Intake Form here:

File uploaded

Upload Notarized "Anti-Human Trafficking Affidavit" here:

File uploaded

Upload Signed "Program Rules & Regulations" Here

File uploaded

I understand that submission of an application is not a guarantee of grant funding or Board approval. Any "approval" notifications sent through Eventeny are purely administrative. Final approval will occur at the next available Board Meeting.

Sarah Smith

How would you like to pay your application fee?

Pay with credit card

Prices

Application Fee

Quantity - 1 | Total - $100.00

Reset

Select Language

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Search by Address, Owner, or PCN

Return

Property Info | Layers | Tools & Reports | Help

View Property Record | Print

OWNERS

1351 SOUTH FEDERAL FL OWNER LLC

PROPERTY DETAIL

LOCATION
1331 S FEDERAL HWY 102

MUNICIPALITY
BOYNTON BEACH

PARCEL NO.
08-43-45-28-45-001-0000

SUBDIVISION
LAS VENTANAS

BOOK/PAGE
32839/90

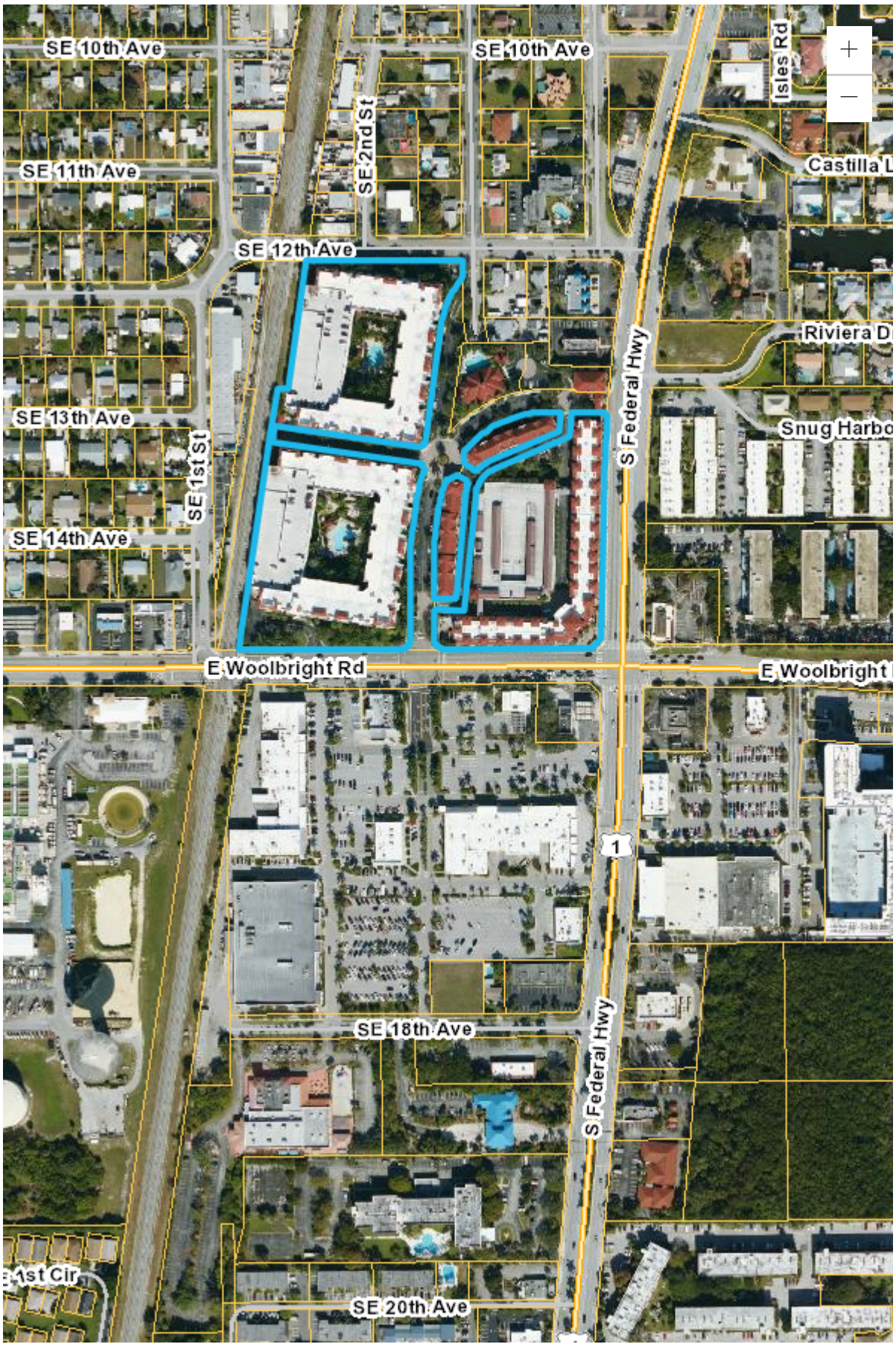
SALE DATE
08/25/2021

MAILING ADDRESS
PO BOX A3878
CHICAGO IL 60690 3878

USE TYPE
0300 - MULTIFAMILY 10 UNITS OR MORE

TOTAL SQUARE FEET
822044

SALES INFORMATION



Docusign Envelope ID: 5ED44FC6-186D-4D96-BC67-909EE2CBA8B2

LEASE

Lease dated November 12, 2025 (the "Effective Date"), between **1351 SOUTH FEDERAL (FL) OWNER LLC**, a Delaware limited liability company, herein called "Landlord", and **GGSS Delray LLC**, a Florida limited liability company, herein called "Tenant". In consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree with each other as follows:

ARTICLE 1: BASIC LEASE PROVISIONS AND DEFINED TERMS

Section 1.01. Basic Lease Provisions. Wherever used in this Lease, the following terms shall have the meanings provided for in this Section.

Shopping Center:	The land, building(s) and other improvements owned by or leased to Landlord, known as One Boynton and more particularly depicted on **Exhibit A**.
Shopping Center Postal Address:	1499 South Federal Highway, Boynton Beach, Florida 33435
Premises:	Unit No. 1501 consisting of approximately one thousand two hundred thirty nine (1,239) total square feet in the Shopping Center, as approximately depicted on **Exhibit A**.
Premises Address:	1501 South Federal Highway, Boynton Beach, Florida 33435
Landlord's Address for Notices:	1351 South Federal (FL) Owner LLC c/o LivCor 233 South Walker Drive, Suite 4700 Chicago, IL 60606 Attention: Matthew Neufeld Phone: 312-466-3400 Landlord's phone numbers are provided for informational purposes only and notices shall not be delivered via phone.
Landlord's Rent Payment Address:	The address set forth below or such other address established by Landlord by the delivery of written notice thereof to Tenant. Make Checks Payable to 1351 South Federal (FL) Owner LLC Via Mail and Overnight Delivery: c/o LivCor 233 South Walker Drive, Suite 4700 Chicago, IL 60606 Attention: Matthew Neufeld
Online Tenant Portal:	Following the Effective Date, Landlord will send Tenant an invitation to participate in Landlord's on-line payment and Gross Sales reporting system (currently Versapay). So long as there are no additional fees or surcharges associated with using Landlord's online payment system, Tenant agrees to participate in such system, or a replacement system chosen by Landlord, for purposes of making Rent payments and reporting Gross Sales. In the event any such system is discontinued by Landlord (and not replaced) or if Tenant is unable to use such system due to technical failure or other reason, Tenant shall use one of the above methods of payment.
Tenant's Name and Billing/ Notice Address:	GGSS Delray LLC c/o Republic Registered Agent LLC 476 Riverside Avenue, Suite 4 Jacksonville, FL 32202 Telephone: 941-400-4931 Email: sarah.smith@goglow.co with a copy to: GGSS Delray LLC Attn.: Sarah Smith 20 NE 16th Court Delray Beach, FL 33444 Telephone: 941-400-4931 Email: sarah.smith@goglow.co

Docusign Envelope ID: 5ED44FC6-186D-4D96-BC67-909EE2CBA8B2

Tenant's Trade Name:	goGLOW
Guarantor:	Sarah Smith 20 NE 16th Court Delray Beach, FL 33444 Telephone: 941-400-4931 Email: sarah.smith@goglow.co
Permitted Use:	Tenant shall use and operate the Premises solely for the purpose of operating a retail store offering tanning services, including UV-free spray tanning, and the retail sale of products customarily and ancillary to tanning services and for no other purpose.
Exclusive:	Subject to the rights of any existing tenants under leases in the Shopping Center as of the date of this Lease, and their successors and/or assigns, Landlord agrees that as long as Tenant is currently open for business and occupying the Premises and is not in default under this Lease, Landlord will not execute any lease for space within the Shopping Center with a tenant who provides tanning services, including UV-free spray tanning, as its primary business, where "primary business" means 25% or more of a tenant's gross sales are derived from providing tanning services ("Exclusive Use"). Should Tenant's Exclusive Use provision be violated, Tenant shall provide Landlord with written notice of the same. Landlord shall have ninety (90) days following such notice to remove the violation from the Shopping Center (the violating party being the "Competing Party"). Should the Competing Party continue to violate this Section beyond such ninety (90) day period, then beginning on the ninety-first (91st) day Tenant shall have the right to pay Minimum Annual Rent at a rate equal to fifty percent (50%) of the Minimum Annual Rent set forth above ("Alternate Rent") in lieu of the Minimum Annual Rent applicable under this Lease. Tenant shall continue to pay 100% of Additional Rent. Should this section continue to be violated for a period of nine (9) months following Tenant's initial notice to Landlord, Tenant shall have the right, but not the obligation, to terminate this Lease after the end of the 9-month period by notice given to Landlord within 30 days after the end of such 9-month period, so long as the Competing Party is operating in violation of this Section, provided, however, that if Tenant fails to terminate by notice at the end of such 9-month period, Alternate Rent shall no longer apply and the Minimum Annual Rent payable thereafter shall be in accordance with this Lease and Tenant shall have no further right to terminate as a result of the acts of such Competing Party. The remedies set forth herein are Tenant's sole and exclusive remedies and Tenant waives any other available remedies. Notwithstanding the foregoing, in the event of a violation of this Exclusive Use provision due to a rogue tenant, acting in violation of the terms of its lease and not due to a violation of this Lease by Landlord (a "Rogue Tenant Violation"), after receipt of notice thereof from Tenant, Landlord shall immediately proceed diligently and in good faith to pursue the enforcement of Tenant's exclusive rights (including filing suit) and cause such Rogue Tenant Violation to be cured. Should the Rogue Tenant Violation continue for more than 180 days, then beginning on the 181st day, Tenant shall have the right to pay Minimum Annual Rent at a rate equal to seventy-five percent (75%) of the Minimum Annual Rent set forth above in lieu of the Minimum Annual Rent applicable under this Lease until the earlier of (a) six (6) months after the end of such 180-day period and (b) the removal of the Rogue Tenant Violation. Tenant shall continue to pay 100% of Additional Rent.
Lease Term:	The Lease Term of ten (10) Lease Years (hereinafter defined) beginning on the Commencement Date, and any renewal or extension thereof.
Commencement Date:	The Commencement Date of the Lease Term shall be the earlier of (i) two hundred seventy (270) days after the Effective Date, (ii) one hundred twenty (120) days after Tenant obtains the Permits (as hereafter defined), or (iii) the date upon which Tenant opens for business at the Premises.
Possession Date:	The date Landlord makes the Premises available to Tenant. Tenant shall take possession of the Premises on the Possession Date. In the event Tenant has not provided the insurance, Security Deposit and/or Rent Deposit required by this Lease, Landlord will not deliver keys to the Premises to Tenant, but the Possession Date will nonetheless be deemed to have occurred.
Expiration Date:	The last day of the final calendar month of the Lease Term, unless sooner terminated or otherwise extended pursuant to the terms of this Lease.
Option to Renew:	Provided that Tenant is open and operating a business at the Premises in compliance with the Permitted Use, has not assigned or sublet the Premises (other than an assignment to another goGlow franchisee or the goGlow franchisor in accordance the assignment provisions of this Lease), and Tenant is not in default under this Lease beyond the expiration of any applicable notice and cure period, Tenant shall have the right and option to extend the Lease Term for one (1) additional period of five Lease Years (the "Option Term") upon the same terms and conditions, except that (i) Minimum Annual Rent shall be the greater of (i) then then current prevailing market rate as determined as provided below, or (ii) the Minimum Annual Rent for the tenth (10th) Lease Year increased by three percent (3%), and in either case with three percent (3%) annual increases, and (ii) Tenant shall have no further option to extend the Lease Term beyond the Option Term provided for herein.

Tenant shall exercise its right and option to extend the Lease Term by serving written notice upon Landlord, at least two-hundred ten (210) days prior to the expiration of the Lease Term, of its election to exercise said option as provided in Section 1.01 under Exercise of Option Term. In the event Tenant does not timely exercise its option for extension of the Lease Term as provided above, or is in default under this Lease at the time of such exercise and does not cure within the time to timely exercise its option for extension of the Lease Term as provided above, then Tenant shall have no right to the Option Term and Tenant shall be deemed to have waived any claim or right to invoke or exercise such election after the above prescribed time period. Time shall be of the essence with respect to Tenant's exercise of said extension option.

The Minimum Annual Rent payable during the Option Term shall be the current prevailing market rental value of the Premises as of the commencement of the Option Term, determined as follows: Within thirty (30) days after Tenant exercises its option to extend the Lease Term, Landlord and Tenant shall endeavor in good faith to agree upon the current prevailing market rental value of the Premises. If Landlord and Tenant are unable to agree within thirty (30) days thereafter, then each party shall, within ten (10) days, select a qualified MAI appraiser with at least five (5) years of experience in valuing comparable mixed use retail properties in the local market. The two appraisers shall attempt to agree upon the current prevailing market rental value of the Premises. If the two appraisers cannot agree upon the current prevailing market value of the Premises, they shall jointly select a third MAI appraiser with at least five (5) years of experience in valuing comparable mixed use retail properties in the local market. The three appraisers shall independently determine the prevailing market rental rate.

Minimum Annual Rent: $4,646.25 per month during the first five (5) Lease Years, based on $45.00 per square foot, per annum.

$4,785.64 per month during the sixth (6th) Lease Year, based on $46.35 per square foot, per annum.

$4,929.21 per month during the seventh (7th) Lease Year, based on $47.74 per square foot, per annum.

$5,077.08 per month during the eighth (8th) Lease Year, based on $49.17 per square foot, per annum.

$5,229.40 per month during the ninth (9th) Lease Year, based on $50.65 per square foot, per annum.

$5,386.28 per month during the tenth (10th) Lease Years, based on $52.17 per square foot per annum.

Annual Rent Abatement: Provided Tenant is open for business in the Premises for the Permitted Use, and is not in default under this Lease beyond any applicable cure period, Minimum Annual Rent, but not any other charges due hereunder, shall be abated for the first three (3) months following the Commencement Date. If a default beyond any applicable cure period by Tenant occurs under this Lease, Tenant shall immediately owe to Landlord the unamortized portion of all Minimum Annual Rent abated hereunder (amortized on a straight-line basis over the initial Term).

Sales Tax on Rent: If applicable.

Estimate of Real Estate Taxes: $4.60 per square foot, per annum

Estimate of Operating Costs: $5.36 per square foot, per annum

Estimate of Insurance Charge: $2.57 per square foot, per annum

Gross Sales Reporting Frequency: Upon Landlord's request no more than four (4) times per calendar year.

Landlord's E-Mail Address for Sales Repor74ting:

Bobbie.Sandrin@tscg.com
Reference: goGLOW/One Boynton

Tenant's Sales Reports: Landlord requires that Tenant provide an e-mail address for requesting Tenant's Gross Sales statements: Tenant's e-mail address: sarah.smith@goglow.co

Security Deposit: $11,879.95; which amount shall be paid via wire or ACH.

Rent Deposit: $5,939.97; which amount shall be paid via wire or ACH.

Construction Allowance: $50.00 per square foot of the Premises

Tenant's request for payment of the Construction Allowance must be delivered to Landlord at the following email address: Bobbie.Sandrin@tscg.com

Landlord's phone numbers are provided for informational purposes only and notices shall not be delivered via phone.

Brokers: On Behalf of Landlord:

Jones Lang LaSalle Brokerage, Inc.

On Behalf of Tenant:

Morrow Hill, LLC

Section 1.03. Defined Terms. Wherever used in this Lease, the following terms shall have the meanings provided for in this Section 1.02.

Additional Insureds: 1351 South Federal (FL) Owner LLC, BREIT Operating Partnership L.P., and LivCor LLC.

Additional Rent: In addition to Minimum Annual Rent and Percentage Rent, if any, all other payments to be made by Tenant to Landlord pursuant to the terms of this Lease.

Additional Rent Commencement Date: The Commencement Date.

Authority: All federal, state and local governmental or quasi-governmental authorities having jurisdiction over the Shopping Center (each an "**Authority**", more than one being "**Authorities**").

Construction Criteria: The Landlord's requirements governing the completion of Tenant's Work (including, without limitation, public utility authority or commission) and any other work to the Premises to be completed by Tenant in accordance with the terms of this Lease.

Default Interest Rate: The lesser of: (i) eighteen percent (18%) per annum, or (ii) the highest lawful annual interest rate permitted under applicable Law.

Electronic Copies: Any signatures to this Lease transmitted via e-mail in a ".pdf" format or via document execution computer system or program, such as DocuSign ("Electronic Execution System").

Excluded Items: The costs of Tenant's movable fixtures and equipment, design and architectural fees, interior and exterior signage, inventory and all other costs customarily known as "soft costs".

Fiscal Year: The fiscal year for the Shopping Center established by Landlord from time to time.

GLA: The gross leasable area of the Premises and/or other buildings within the Shopping Center, as applicable, which shall be measured from the outside of exterior walls and from the center of interior walls.

Landlord's Work: None; Landlord shall deliver the Premises to Tenant in its current "as is" condition.

Late Payment(s): Any payment not paid by its due date set forth in this Lease.

Late Fee: The lesser of: (i) ten percent (10%) of the amount past due or (ii) the maximum late fee permitted under applicable Law.

Law(s): Any reference in this Lease to "law", compliance with "law", or any variation thereof, shall mean all federal, state and local laws, rules, regulations, ordinances, codes, guidelines, judgments and orders and all requirements of any Authorities, in effect or hereafter amended, enacted or passed during the Lease Term, including, without limitation, the Americans with Disabilities Act.

Lease Year: The twelve (12) consecutive calendar months commencing with the first day of the first full calendar month of the Lease Term, and thereafter with each succeeding anniversary thereof; provided, however, if the Commencement Date is other than the first day of a calendar month, then the first Lease Year shall include the partial month from the Commencement Date through the end of the month in which the Commencement Date occurs.

Major Tenant: Any tenant using or occupying more than five thousand (5,000) square feet.

Maximum Deductible/Retention Amount: Ten Thousand and 00/100 Dollars ($10,000.00).

Radius Area: A two (2) mile radius from the outside boundary of the Shopping Center, which distance shall be measured in a straight line without reference to road mileage.

Rent: The Minimum Annual Rent and Additional Rent. All Rent shall be pro-rated on a per diem basis for any partial month during the Lease Term. All Rent shall be paid to Landlord's Rent payment address set forth in Section 1.01 or at such other place designated in writing by Landlord**.** Tenant shall note any identifying information requested by Landlord on all checks delivered in payment of Rent. All Rent shall be paid without any deduction, abatement or setoff whatsoever.

Tenant's Records: A true and accurate copy of sales records which would normally be examined in an audit of Tenant's sales and such sales records of any subtenants, assignees, concessionaires, licensees and any other occupant of the Premises.

Tenant's Share: The percentage used to determine Tenant's pro rata share of the Real Estate Taxes, Operating Costs and Insurance Charge (collectively, "Triple Net Charges"), which is a fraction, the numerator of which is the number of square feet of leasable area within the Premises and the denominator of which is the number of square feet of leasable floor area within the Shopping Center, whether leased, vacant or occupied, subject to adjustment as provided herein.

Tenant's payment of Tenant's Share of Triple Net Charges shall be paid in equal monthly installments simultaneously with the Minimum Annual Rent payable hereunder. The foregoing amounts shall be adjusted annually at the end of each Fiscal Year, which adjustment shall be based upon Landlord's estimation of the then current Triple Net Charges and Tenant's Share thereof. During the Lease Term, Tenant's Share of Triple Net Charges shall not be less than the estimates set forth in Section 1.01.

Within one hundred eighty (180) days after the appropriate taxing authorities notify Landlord of the Real Estate Taxes due for such Fiscal Year, or within one hundred eighty (180) days after the end of the Fiscal Year in the case of Operating Costs and Insurance Charge, Landlord shall provide Tenant with a statement of the prior Fiscal Year's Real Estate Taxes, Operating Costs, and Insurance Charge (each, a "Reconciliation Statement"),which shall include a statement of the total deposits Tenant made toward such Fiscal Year's Triple Net Charges and the total share of the actual Triple Net Charges. There shall be an appropriate adjustment made between Landlord and Tenant based

thereon. If such adjustment shows a balance due to Landlord, such balance shall be payable by Tenant within ten (10) days after delivery of any Reconciliation Statement; if such adjustment shows a balance due to Tenant, then Tenant shall have a credit against the next payments of Minimum Annual Rent due Landlord in the amount of the balance due (or such shall be paid within thirty (30) days after its determination if after the Expiration Date), in either case after first deducting therefrom any due and outstanding Rent then owed to Landlord. The foregoing shall survive the Expiration Date. At any time throughout the Lease Term, Landlord shall have the right to recalculate Landlord's estimate of Triple Net Charges due from Tenant pursuant to the terms of this Lease, and Tenant's Share of Triple Net Charges shall be adjusted accordingly.

Notwithstanding anything to the contrary contained herein, for the purposes of calculating Tenant's Share of increases in Operating Costs, "Controlled Costs" (hereafter defined) will not exceed the "Maximum Controlled Costs" (hereafter defined). "Controlled Expenses" means all Operating Costs except those attributable to Real Estate Taxes, taxes and assessments, Insurance Charge, costs of utilities, weather-related costs, costs of compliance with Applicable Laws, and any other costs or expenses not within the reasonable control of Landlord. "Maximum Controlled Costs" shall mean: (a) for calendar year 2026, the full amount of the actual expenses for Controlled Costs as determined in accordance with the foregoing provisions; (b) for calendar year 2027 and each calendar year thereafter, the prior calendar year's Maximum Controlled Costs multiplied by 1.07. The limitations described above are a limitation only on the calculation and passthrough to Tenant of Tenant's Share of Operating Costs and such limitation does not prohibit Landlord from spending amounts in excess thereof.

Tenant's Work: As defined in **Exhibit B** attached hereto.

Unamortized Allowance: The Unamortized Allowance is calculated by amortizing the actual amount of the Construction Allowance disbursed by Landlord on straight-line basis over the Lease Term using a rate of five percent (5%), and the Unamortized Allowance shall be established as of the date of termination of this Lease.

Unamortized Commissions: The Unamortized Commissions shall be calculated by amortizing the actual amount of the fees and commissions paid by Landlord to Broker(s) on a self-liquidating mortgage style basis over the Lease Term using a rate of five percent (5%), and the Unamortized Commissions shall be established as of the date of termination of this Lease.

ARTICLE 2: PREMISES

Section 2.01. Premises. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for the Lease Term, excepting and reserving to Landlord the roof, any space above the finished ceiling and below the finished floor of the Premises, the exterior walls, and the land upon which the Premises is located.

Section 2.02. Condition of the Premises. Tenant acknowledges that it is familiar with the Premises and there is no work of any sort to be performed by Landlord and no representation or warranty by Landlord as to the fitness of the Premises, or any equipment servicing the Premises, or as to any use permitted herein. Landlord and Tenant hereby agree to observe and comply with the provisions set forth in **Exhibit B** attached hereto with respect to Tenant's Work. Landlord and Tenant shall each comply with all Laws applicable to the completion of their respective work obligations.

Section 2.03. Surrender of the Premises. At the Expiration Date, Tenant shall quit and surrender exclusive possession of the Premises to Landlord, in "broom clean" condition and in the same condition as the Premises were in upon delivery of possession and completion of Tenant's Work as approved by Landlord, reasonable wear and tear excepted, and shall surrender all keys for the Premises to the Shopping Center's property manager and advise the property manager of the combination to all locks, safes and vaults. Any alterations, additions, improvements and fixtures paid for by Tenant or installed by Tenant upon the interior or exterior of the Premises (whether or not approved by Landlord), other than unattached moveable trade fixtures, decorations, Tenant's signage and Tenant's other personal property, shall become the property of Landlord on the Expiration Date. Tenant shall not leave any personal property in the Premises upon the Expiration Date, and all such personal property shall be removed by Tenant. At the Expiration Date, Tenant shall remove all of its exterior signs from the storefront, fascia and/or canopy and shall repair all damage caused by the initial installation and subsequent removal of such signage to like-new condition. Tenant's obligation to observe or perform the covenants contained in this Section shall survive the Expiration Date.

Section 2.04. Construction Allowance. As an inducement to the execution and delivery of this Lease and the performance by Tenant of all obligations hereunder, Landlord agrees to pay to Tenant, in consideration therefor, to be applied only toward the cost of the build-out of leasehold improvements (specifically excluding the costs of the Excluded Items) in an amount up to the Construction Allowance within thirty (30) days following the date that Tenant opens for business; provided however, that the following conditions are fully satisfied:

(a) Tenant is not then in default of its obligations under this Lease beyond any applicable cure period;

(b) Tenant's Work has been completed in strict accordance with plans and specifications approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed;

(c) Tenant is open for business and has paid the Rent Deposit;

(d) The Premises, including all installations therein, are free and clear of all liens, security interests, charges and encumbrances and there are no judgments, levies, attachments, liens or tax liens pending (or threatened) or in effect with respect to Tenant and/or the Premises;

(e) Tenant submits the following completed documentation to the project manager designated by Landlord at the address set forth in Section 1.01 within ninety (90) days following the completion of Tenant's Work. Tenant shall supply either originals or recordable counterparts of the following documents: (i) a Tenant Affidavit in the form attached hereto as **Exhibit C**; (ii) Tenant's General Contractor's Application for Payment and Lien Waiver; (iii) Tenant's Subcontractors'/Materialmen's Lien Waiver (to be submitted for each and every subcontractor with aggregate requisitions in excess of $3,000); (iv) Final Certificate of Occupancy; (v) any necessary approvals for Tenant's lawful operation for its Permitted Use (e.g. liquor license, health certificate, etc.); (vi) proof reasonably satisfactory to Landlord of the cost to Tenant of the build-out of leasehold improvements (specifically excluding the costs of the Excluded Items); (vii) Tenant's Form W-9; (viii) Affidavit of Tenant's General Contractor listing all subcontractors and material suppliers and amounts owed to each; (ix) copy of Tenant's insurance certificates required by the terms of this Lease; and (x) "as-built" drawings of Tenant's Work (or, in lieu thereof, the approved Plans marked "final" with such notations as are required to render such plans as accurate representation of the built-out Premises as would be shown in "as-built" plans).

If Tenant owes any monies to Landlord under this Lease when Landlord is obligated to pay the Construction Allowance to Tenant, then Landlord may deduct those monies owed to Landlord by Tenant from the Construction Allowance. If Tenant has not satisfied all conditions for payment of the Construction Allowance within nine (9) months after the Commencement Date then, as of such day, Tenant waives any and all rights to the payment of the Construction Allowance, notwithstanding anything contained in this Lease to the contrary.

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ARTICLE 3: LEASE TERM

Section 3.01. Lease Term. The Lease Term shall commence on the Commencement Date and shall expire at 11:59 P.M. on the Expiration Date, unless sooner terminated pursuant to the provisions hereof. Tenant's obligation to pay (i) Minimum Annual Rent shall commence on the Commencement Date, and (ii) Additional Rent and all other components of Rent shall commence on the Additional Rent Commencement Date. Although Rent does not commence until the applicable date(s) identified in this Section, the parties hereby acknowledge and agree that all other rights and obligations of the parties commence as of the Effective Date. Landlord shall not under any circumstances be subject to any liability whatsoever to Tenant, and Tenant shall not under any circumstances be entitled to rescind or terminate this Lease, for any delay in Landlord's delivery of the Premises to Tenant. Within ten (10) days after Landlord's written request (which may be delivered by email), Tenant shall execute and return to Landlord the Acknowledgement of Commencement Date attached hereto as **Exhibit D**.

Section 3.02. Holding Over. Tenant shall not have the right to remain in possession of the Premises after the Expiration Date. If Tenant remains in possession of the Premises thereafter, such possession shall be a default under this Lease and Tenant shall be deemed a holdover tenant on the following terms and conditions: Tenant's holdover Rent shall be equal to 200% of the Minimum Annual Rent due during the final month of the Lease Term, plus all Additional Rent due in accordance with the terms of the Lease calculated on a per diem basis; Tenant shall be fully obligated to perform all Tenant obligations contained in this Lease; Landlord shall not be obligated or liable to Tenant for any failure to perform under the Lease; any co-tenancy rights, exclusive use rights and/or use restrictions applicable to Landlord's leasing of premises in the Shopping Center shall not apply; and Tenant shall not be deemed a "month-to-month" tenant and shall be considered a tenant at sufferance. If Tenant has remained in possession of the Premises after the Expiration Date, Tenant shall vacate and surrender the Premises to Landlord within three (3) days after written notice to Tenant. The provisions of this Section shall survive the Expiration Date.

ARTICLE 4: RENT

Section 4.01. Minimum Annual Rent. Tenant hereby covenants and agrees to pay to Landlord the Minimum Annual Rent, without any prior demand therefor and without any offset, abatement or deduction whatsoever, in equal monthly installments on or before the first day of each month during the Lease Term, in advance. The Rent Deposit, if any, is due and payable simultaneously with Tenant's execution of this Lease (which payment shall be made via wire or ACH) and will be credited to the first full monthly installment of Rent coming due under this Lease, where such installment of Rent is not abated.

Section 4.02. Gross Sales. "Gross Sales" means the dollar aggregate of: (a) the price of all goods, wares and merchandise, and/or food and beverages, if applicable, sold, leased or rented, and the charges for all services performed, by Tenant from all business conducted on, in, at or from the Premises, whether made for cash, by check, on credit or otherwise, without reserve or deduction for inability or failure to collect for the same; (b) all monies or other things of value received by Tenant from its operations at the Premises which are neither included in nor excluded from Gross Sales by the other provisions of this definition; (c) all sales pursuant to mail, telephone, computer, internet or other electronic means, or other similar orders received, billed or shipped at or from the Premises; (d) as a result of transactions originating from whatever source, and which Tenant in the normal and customary course of its operations would credit or attribute to its business at the Premises, and (e) any of the foregoing made by any subtenant, licensee or concessionaire of Tenant or any other occupant of the Premises.

Section 4.03. Tenant's Reports. At Landlord's written request, Tenant shall submit to Landlord's notice address (as set forth in Article 1) or such other address as directed by Landlord in writing to Tenant, (i) a written statement signed by Tenant, and certified by it to be true and correct, showing the amount of Gross Sales for the preceding year showing monthly Gross Sales for such year. The statements referred to herein shall be in such form and style and contain such details and breakdown as Landlord may reasonably require. If Tenant fails to provide any Gross Sales statement within fifteen (15) days of receipt of the written request, then Tenant shall incur a late fee in the amount of Two Hundred Fifty and 00/100 Dollars ($250.00) per month, per statement, until such statement is received by Landlord.

Section 4.04. Radius. During the Lease Term neither Tenant, nor Tenant's management, nor any person or entity controlled by Tenant, or controlling Tenant, or controlled by the same person or entity or persons or entities who control Tenant, or any officer or director of Tenant, shall directly or indirectly, own, operate, be employed in, direct or serve any other place of business, which is (i) the same, or similar to, or competitive with, Tenant's business as set forth herein, (ii) within the Radius Area and (iii) not open and operating as of the date of this Lease. In the event that Tenant shall violate the provisions hereof, the Minimum Annual Rent shall automatically increase by twenty percent (20%).

Section 4.05. Additional Rent. Additional Rent shall be due and payable within ten (10) days after demand is made therefor. Landlord shall have the same remedies for failure to pay Additional Rent as for a non-payment of Minimum Annual Rent. Tenant's obligation to pay any and all Rent under this Lease, and Landlord's and Tenant's obligation to make the adjustments referred to in this Lease, shall survive the Expiration Date. Tenant shall have one hundred eighty
(180) days from the receipt of any Reconciliation Statement from Landlord within which to object to such statement in whole or in part, after which time Tenant shall be deemed to have waived any right to make any claims against Landlord for any errors not disputed within such one hundred eighty (180) day period. Additionally, with respect to all other Rent payments, Tenant shall be deemed to have waived the right to dispute any matter relating to Tenant's obligation to pay such other Rent payments, unless Tenant provides written notice of any such dispute to Landlord within one hundred eighty (180) days after the date Tenant receives Landlord's billing statement setting forth the exact amount of such Rent charge.

Section 4.06. Returned Check Fees, Late Payments and Default Interest. If any check from Tenant delivered in full or partial payment of any amounts due hereunder is not honored because of insufficient funds, uncollected funds, or any other reason, then Tenant shall pay to Landlord an administrative charge of Fifty and 00/100 Dollars ($50.00) per dishonored check and, at Landlord's option, all subsequent payments due from Tenant hereunder shall be made by certified check or money order. In the event of a Late Payment by Tenant, a Late Fee along with interest thereon at the Default Interest Rate shall become immediately due to Landlord, as liquidated damages for Tenant's failure to make timely payment and shall be Additional Rent payable together with the next installment of Minimum Annual Rent.

Section 4.07. Trash Removal.

(a) Unless included in Operating Costs, Tenant shall directly pay the cost of removal of garbage or refuse generated from the Premises, and if Landlord shall provide or designate a service for picking up refuse and garbage, then Tenant shall use such service at Tenant's expense. If not provided by the designated waste removal service provider, Tenant is responsible, at Tenant's sole cost and expense, for providing a trash dumpster for Tenant's Premises, the size and location to be subject to Landlord's approval. Landlord may also determine the time or times for collection of waste generated at the Premises.

(b) Tenant shall comply with all Laws respecting the storage and removal of garbage and refuse. If Landlord supplies a common dumpster for use by Tenant and other tenants, Tenant shall use such dumpster only for the types of garbage and refuse authorized by Landlord (prohibiting, by way of example only, the disposal of Hazardous Materials in such dumpster).

Section 4.08. Payment by Third Party. In no event shall Landlord's acceptance of the payment of Rent from any party other than Tenant constitute a release of Tenant's primary obligations under this Lease or Landlord's acceptance of any other party as an assignee or sublessee of Tenant, regardless of the number of payments accepted by Landlord or the length of time that said party made such payments.

Section 4.09. Security Deposit. Tenant shall deposit the Security Deposit with Landlord simultaneously with Tenant's execution of this Lease (which payment shall be made via wire or ACH) as security for the full and faithful performance by Tenant of Tenant's obligations under this Lease. If Tenant is in default hereunder, Landlord may use, apply or retain the whole or any part of the Security Deposit for the payment of (i) any Rent that is past due, (ii) any reasonable sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, and (iii) any reasonable sum which Landlord may expend or be required to expend by reason of Tenant's default, including any costs, damages or deficiency in the re-letting of the Premises as hereinafter provided. If the Security Deposit, or any part thereof, be appropriated and applied by Landlord pursuant to the terms hereof, Tenant shall, within seven (7) days of the sending by Landlord of a written demand, remit to Landlord as Additional Rent an amount sufficient to restore the Security Deposit to its original balance, and Tenant's failure so to remit shall be an immediate monetary default without additional notice required. In the event that Tenant shall fully and faithfully comply with all of the provisions of this Lease and the following is in compliance with applicable Law, the Security Deposit, or any balance thereof, shall be returned to Tenant within thirty (30) days after the later of (i) the Expiration Date, (ii) the date upon which Tenant has vacated the Premises, and (iii) Tenant's payment of Rent payable to Landlord, if any, after Landlord's delivery to Tenant of a Reconciliation Statement for the Fiscal Year in which the Expiration Date occurs. In the event of a transfer of Landlord's interest in the Premises, Landlord shall have the right to transfer the Security Deposit to the transferee thereof. In such event, Landlord shall be deemed released by Tenant from all liability for the return of such Security Deposit, and Tenant agrees to look solely to such transferee for the return of said Security Deposit.

ARTICLE 5: REAL ESTATE TAXES

Section 5.01. Real Estate Taxes. From and after the Additional Rent Commencement Date, Tenant shall pay, as Additional Rent, Tenant's Share of Real Estate Taxes.

(a) "Real Estate Taxes" shall mean all taxes, possessory interest taxes, government property lease excise taxes, personal property taxes, excise taxes, levies, license and permit fees, payments in lieu of taxes and assessments, both ad valorem and non-ad valorem, levied, assessed or imposed at any time by any Authorities, upon or against all or a portion of the land and/or buildings in the Shopping Center of which the Premises forms a part, including site impact fees, water drainage and/or solid waste disposal levies and assessments, if any, and any new tax in replacement of or in addition to Real Estate Taxes.

(b) Subject to the terms set forth in the definition of Tenant's Share, any Reconciliation Statement to be furnished by Landlord shall constitute a prima facie determination as between Landlord and Tenant of Real Estate Taxes for the periods represented thereby.

(c) At any time throughout the Lease Term, Landlord shall have the right to recalculate the estimated Real Estate Taxes due from Tenant, which computations shall be an estimate based upon the most recent annual statements of Real Estate Taxes and Tenant's Share of Real Estate Taxes shall be adjusted accordingly. Tenant's obligation to pay any and all Additional Rent under this Lease and Landlord's and Tenant's obligation to make the adjustments referred to in this subsection, shall survive the Expiration Date. Landlord may contest any and all Real Estate Taxes and/or Landlord may retain a tax consultant and/or legal counsel for the purpose of obtaining and maintaining the most reasonable attainable Real Estate Taxes upon the Shopping Center. All of the costs of contesting any taxes and all of the out-of-pockets fees and costs paid by Landlord for such services, including without limitation the costs of tax counsel, shall be included in Real Estate Taxes prior to the calculation of Tenant's Share thereof and shall be Additional Rent; provided any reduction attained shall be deducted from Real Estate Taxes.

Section 5.02. Taxes on Leasehold and Rentals. Tenant shall be responsible for, and shall pay before delinquency, all taxes assessed during, from and after the date of this Lease against any leasehold interest or improvements, decorations, alterations, fixtures and/or personal property of any kind owned by or placed in, upon or about the Premises by Tenant, whether such taxes are assessed against Landlord or Tenant. In addition, Tenant shall pay any and all taxes assessed by any Authorities with jurisdiction over the Premises, whether now in place or hereafter levied or assessed, that are applicable to rentals or any other payments or charges payable by Tenant to Landlord specified in this Lease. Said tax payment shall be paid to Landlord with and when the applicable rental or charge is due. Said tax shall be at the legally prevailing rate.

Section 5.03. Personal Property Tax. Personal property tax is payable to the State of Florida based upon the value of the personal property located within the Premises. Tenant is required to annually file all personal property tax returns and/or forms to the applicable Authorities and shall promptly pay all required personal property taxes associated with the Premises when due.

ARTICLE 6: COMMON AREAS

Section 6.01. License. Notwithstanding anything to the contrary herein contained, the Common Areas are to be used and occupied under a revocable, non-exclusive license, and if any such license be revoked, or if the amount of such areas be diminished or their locations changed, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of Rent, nor shall such revocation or diminution of such areas be deemed a constructive or actual eviction.

Section 6.02. Control of the Shopping Center and the Common Areas by Landlord.

(f) All parking areas, sidewalks, access roads and facilities furnished, made available or maintained by Landlord in or near the Shopping Center, including employee parking areas, truck ways, driveways, loading docks and areas, delivery areas, multi-story parking facilities (if any), package pickup stations, elevators, escalators, pedestrian sidewalks, malls, courts and ramps, landscaped areas, roofs, retaining walls, stairways, bus stops, lighting facilities, sanitary systems, utility lines, water filtration and treatment facilities and the areas and improvements provided by Landlord for the general use in common of tenants and others in the Shopping Center and their customers (all herein called "Common Areas") shall at all times be subject to the exclusive control and management of Landlord.

(g) The purpose of the site plan attached hereto as **Exhibit A** is to show the approximate location of the Premises and is not to be deemed to be a warranty, representation or agreement on the part of Landlord that the Shopping Center will be exactly as depicted thereon or that tenants depicted thereon (if any) are now in occupancy or will be in occupancy at any time during the Lease Term. Landlord shall have the right from time to time to: change, add to or subtract from, include in or exclude from the GLA of the Shopping Center any buildings, separately assessed parcels, non-retail office space, separately maintained parcels, separately owned parcels and premises; change, add to or subtract from the sizes, locations, shapes and arrangements of parking areas, entrances, exits, parking aisle alignments and other Common Areas; retain revenue from income producing events in the Common Areas; install electric car charging stations for use by guests of the Shopping Center; reasonably designate areas of the Common Areas as limited Common Areas for the use by only some tenants and their agents, employees and/or customers and/or exclusive Common Areas for the use only by a specific tenant and its agents, employees and/or customers; reasonably restrict parking by Tenant's officers, agents and employees, to designated areas; close all or any portion of said areas or facilities to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public

therein; and do and perform such other reasonably acts in and to said Common Areas as Landlord reasonably deems advisable for the use thereof by tenants and their customers. Landlord will operate and maintain the Common Areas in such a manner as Landlord, in its sole discretion, shall determine from time to time.

Section 6.03. Operating Costs. From and after the Additional Rent Commencement Date, Tenant shall pay, as Additional Rent, to Landlord, an amount equal to Tenant's Share of the "Operating Costs. "Operating Costs" shall mean and include all customary costs and expenses of every kind and nature as may be paid or incurred directly, or through an operating and easement agreement or other encumbrances upon the Shopping Center, in operating, owning, policing, managing, equipping, landscaping, lighting, repairing, renovating, modifying, replacing and maintaining the Shopping Center and Common Areas; plus an administrative fee in an amount equal to fifteen percent (15%) of the total Operating Costs.

Landlord shall operate, manage, repair, and maintain the Common Areas of the Shopping Center in a manner reasonably consistent with comparable commercial retail properties in Palm Beach County. However, the following categories of costs shall not be included as Operating Costs: (a) capital expenditures (except for capital expenses for repairs and replacements, and capital improvements that are intended to reduce Operating Costs or are required to comply with applicable laws, which shall be amortized over their useful life or other reasonable period as determined by Landlord); (b) depreciation, debt service, ground rent, or mortgage costs; (c) leasing commissions and costs of marketing space in the Shopping Center; (d) costs of correcting defects in the initial construction of the Shopping Center or due to Landlord's gross negligence, or Landlord's violation of applicable law; or (e) costs reimbursed by insurance proceeds or paid directly by other tenants other than as an operating cost pass-through.

Section 6.04. Security Officers. Notwithstanding anything contained in this Lease to the contrary, Tenant agrees and acknowledges that Landlord shall not be required to provide security officers for the Common Areas and/or otherwise provide security within such Common Areas, and if Landlord, in its sole discretion, elects to provide security officers or other security measures within the Common Areas, then Landlord may withdraw or change such services at any time at its sole discretion. Landlord does not represent, guarantee or assume responsibility that Tenant will be secure from any claims relating thereto, and Tenant hereby expressly waives and releases Landlord from any and all liability in connection therewith. Any and all costs of providing said security shall be included in Operating Costs.

ARTICLE 7: USE OF THE PREMISES

Section 7.01. Use of the Premises. Tenant covenants and agrees that it shall use and operate the Premises solely for the Permitted Use, only under Tenant's Trade Name, and in full compliance with all applicable Laws, and for no other use or purpose, and that Tenant's use of the Premises is in all events subject to the Lease terms and conditions; matters of public record; public or private restrictions affecting Landlord or the Shopping Center; any mortgages, ground leases or other agreements or restrictions of record; and all applicable governmental rules and regulations. In no event may Tenant, or any party using or occupying the Premises by or through Tenant, use the Premises in violation of any restriction, prohibited use or exclusive applicable to the Shopping Center. Tenant acknowledges and agrees that it shall not violate the restrictions, prohibited uses and exclusives listed on **Exhibit G**.

Section 7.02. Nuisance and/or Disturbance. Tenant shall not perform any acts or carry on any practice which may do or cause a nuisance or disturbance to other tenants and business invitees or the general public. If Landlord, in Landlord's reasonable discretion, determines that Tenant's business operation is or may be producing noise, vibrations and/or odors, then Tenant agrees upon written notice from Landlord to take such reasonable action as Landlord may require. In the event such countermeasures do not adequately resolve the nuisance or disturbance caused by Tenant's business operation, Tenant, upon written notice from Landlord, shall immediately cease the activities causing the nuisance or disturbance.

Section 7.03. Tenant's Operation of Business. Subject to casualty, severe weather events and reasonable periods for repairs, Tenant shall continuously operate and keep open to the public one hundred percent (100%) of the Premises (excluding any reasonable portion thereof used by Tenant for storage or office purposes) during the entire Lease Term. Tenant shall keep its store adequately stocked, staffed and fixtured. Subject to nationally recognized holidays, Tenant will keep the Premises open for business during hours reasonably designated by Landlord, from time to time, as the Shopping Center's hours of operation. For every day Tenant fails to do so, Landlord may collect twice the Minimum Rent as liquidated damages. Tenant shall not display any merchandise within or immediately next to the storefront windows of the Premises without obtaining Landlord's prior written approval thereof. Notwithstanding the foregoing, Tenant shall not be deemed in default hereunder for temporarily ceasing operations for reasons beyond its control, for conducting remodels or repairs, or for other legitimate business purposes.

Section 7.04. Rules and Regulations. Tenant agrees to abide by the rules and regulations of the Shopping Center created by Landlord. Landlord may, from time to time, amend or add to the rules and regulations for the use and care of the Premises, the buildings of which the Premises are a part, and the Common Areas, and Tenant agrees to comply with such amendments or additions immediately upon receipt of notice thereof.

Section 7.05. Quiet Enjoyment. Tenant, upon paying the Rent and performing all of the terms of this Lease on its part to be performed, shall peaceably and quietly enjoy the Premises subject, nevertheless, to the terms of this Lease and to any mortgage, ground lease or agreements to which this Lease is subordinated.

Section 7.06. Environmental.

(a) Tenant shall not permit or cause the presence of Hazardous Materials in, on or under the Premises or any other portion of the Shopping Center. Tenant shall defend, protect, indemnify and hold Landlord harmless from and against any and all claims, causes of action, liabilities, damages, costs and expenses, including, without limitation, attorney fees, arising because of any alleged personal injury, property damage, death, nuisance, loss of business or otherwise, by Landlord, any employee of Landlord, or from and against any governmental act or enforcement, arising from or in any way connected with conditions existing or claimed to exist with respect to Hazardous Materials (as hereinafter defined) within the Shopping Center which are the result of Tenant's use, occupancy or operation of the Premises. As used herein the term "Hazardous Materials" shall be defined as any hazardous substance, contaminant, pollutant or hazardous release (as such terms are defined in any federal, state or local Law) and other said wastes. Tenant shall immediately notify Landlord in writing of environmental concerns, liabilities or conditions of which Tenant is, or becomes, aware or which are raised by any private party or government agency with regard to Tenant's business or the Premises. Tenant shall notify Landlord immediately of any Hazardous Materials released at or suspected to emanate from the Premises, whether it is released by Tenant or otherwise and shall immediately upon knowledge of a known or suspected release of any Hazardous Materials investigate and fully remediate all such substances in compliance with law and subject to Landlord's prior review and approval of Tenant's remediation measures. The obligations contained in this Section shall survive the Expiration Date.

(b) Pursuant to the terms of the Declaration of Restrictive Covenant dated October 16, 2012 by Las Ventanas at Boynton Beach, Ltd. and the Florida Department of Environmental Protection, in no event shall Tenant use the groundwater under the Shopping Center.

(c) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

ARTICLE 8: TENANT'S CONSTRUCTION

Section 8.01. Tenant's Work. Tenant agrees and acknowledges that **Exhibit B** attached hereto identifies Tenant's obligations with respect to Tenant's Work. Tenant further agrees that Tenant's Work and any other alteration, modification, change or improvement to the Premises to be completed by Tenant in accordance with the terms of this Lease shall be completed in compliance with the terms of Landlord's Construction Criteria, a copy of which has been provided to Tenant prior to the date of this Lease and is expressly incorporated in this Lease by this reference.

Section 8.02. Signs, Awnings and Canopies. Tenant shall not place or suffer to be placed or maintain any sign, awning or canopy in, upon or outside the Premises or in the Shopping Center, nor shall Tenant place in the display windows any sign, decoration, lettering or advertising matter of any kind, without first obtaining Landlord's written approval and consent in each instance. Tenant shall maintain any such sign or other installation as may be approved in good condition and repair. Subject to governmental approvals and requirements and Landlord's sign requirements and approvals, Tenant shall have the right to install its customary storefront sign as well as side and rear signage where applicable. Landlord shall allow Tenant to install signage on monument signs, if available. Tenant shall also be permitted to place "Coming Soon" and "Grand Opening" banners in the storefront of the Premises, as applicable, for a total of 12 weeks prior to and after opening.

Section 8.03. Mechanic's Lien.

(a) Tenant shall not permit to be attached or recorded against the Premises, or any other portion of the Shopping Center, any lien, encumbrance or charge arising out of any work performed or materials furnished by any contractor, mechanic, laborer, or material supplier for or at the request of Tenant. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Premises is filed against the Premises or any part of the Shopping Center, then Tenant shall, within ten (10) days after notice of the filing thereof, cause the same to be discharged of record, or, if Tenant fails to timely cause the removal or discharge of such lien, Landlord may remove such lien at Tenant's sole cost and expense. Upon prior notice to Tenant, Landlord or Landlord's representatives shall have the right to post upon the Premises notices of non-responsibility, or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises.

(b) The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for alterations or improvements made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant represents to Landlord that any alterations or improvements that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any alterations or improvements which may be made by Tenant do not constitute the "pith of the lease" under applicable Florida case law.

If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten (10) days after notice to Tenant. Further, Tenant shall indemnify, defend, and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of Tenant.

In order to effectuate the foregoing, Tenant agrees to execute and record a Memorandum of Lease in the form set forth as **Exhibit I** attached to and made a part of this Lease.

Section 8.04. Storm Shutters. In the event Tenant modifies or alters the storefront, Tenant shall be required to either (a) install and maintain NOA approved hurricane glass and framing for all exterior windows and glass doors of the Premises, or (b) possess and maintain at the Premises at all times during the Term aluminum storm and security shutters for all exterior windows and glass doors of the Premises ("Storm Shutters"). In the event Tenant replaces any glass of the Premises or installs Storm Shutters, Tenant shall perform the Tenant Work in accordance with the standards set forth above in (a) above and/or or the construction criteria set forth in this Lease. Notwithstanding anything in this Lease to the contrary, Tenant shall indemnify and hold Landlord harmless with respect to all loss or damage that may occur to the Premises, the Shopping Center, or any adjacent property and improvements, or personal property contained therein, arising out of or resulting from Tenant's failure to comply with the provisions of this paragraph. Tenant's indemnification obligation in this Section shall survive the termination or earlier expiration of this Lease.

ARTICLE 9: MAINTENANCE OF BUILDING; ACCESS TO PREMISES

Section 9.01. Repairs.

(a) Tenant shall at all times, at its own expense, keep all portions of the Premises (including, without limitation, all exterior entrances, glass and show windows, doors and door frames) not required to be maintained or repaired by Landlord, in good order, first class condition and repair, regardless of whether such repairs or replacements are ordinary or extraordinary, foreseen or unforeseen. Tenant shall, at its own cost and expense: (i) comply with all applicable Laws affecting the Premises now or hereafter in force; (ii) comply with and execute all rules, requirements, and regulations of the Board of Fire Underwriters, Landlord's insurance companies and other organizations establishing insurance rates; and (iii) not suffer, permit or commit any waste. When feasible, as determined in Tenant's commercially reasonable judgment, Tenant shall use environmentally preferred cleaning and janitorial products (such as paper products and trash bags). Tenant shall not perform any acts or carry on any practices which may injure the building. Furthermore, Tenant, at its expense, shall maintain a preventative maintenance contract for the heating, ventilating and air conditioning systems servicing the Premises, which shall be subject to Landlord's reasonable approval, which shall not be unreasonably withheld, delayed, or conditioned. Tenant shall provide Landlord with a copy of the preventative maintenance contract no later than thirty (30) days after the Commencement Date.

(b) Landlord shall, subject to the other provisions of this Lease, maintain and repair the Common Areas and the structure of the Shopping Center in good condition and repair, including the foundations, exterior weather walls, slab, roof, bearing walls and structural columns and structural beams of the Shopping Center; provided, however, if Landlord is required to maintain or repair any Common Areas or any structural portions or any other portion of the Premises or the Shopping Center by reason of the negligent acts or omissions of Tenant, its employees, agents, invitees, contractors, suppliers, licensees, concessionaires, assignees or subtenants, then Tenant shall pay on demand as Additional Rent, Landlord's costs for making such maintenance or repairs, together with an administrative fee of fifteen percent (15%) of such costs.

(c) **Section 9.02. Access to Premises**. Subject to Landlord providing Tenant reasonable advanced notice (except in the event of an emergency), Landlord shall have the right to enter the Premises at all reasonable times to inspect or to exhibit the same and to

make such repairs, additions, alterations or improvements as Landlord may deem necessary or desirable, and to take all necessary materials upon or through the Premises; however, such additions, alterations or improvements to the Premises shall not, without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, materially or adversely affect (i) Tenant's ability to conduct its business for the Permitted Use, or (ii) the size, visibility or access to the Premises. Landlord shall use commercially reasonable efforts to minimize disruption to Tenant's business during the performance of the foregoing except in the event of an emergency. The Rents reserved herein shall in no way abate while said work is in progress and Tenant shall have no claim for damages. During the 210-day period prior to the expiration of the Lease Term, Landlord may place upon the Premises "for lease", or "for sale" signs, or other similar signs, which Tenant shall permit to remain thereon. Landlord shall have the exclusive right to use all or any part of the roof and exterior side walls of the Premises for any purpose that does not unreasonably interfere Tenant's ability to operate its business in the Premises for the Permitted Use. If the Premises contain means of access to the roof or basement, then subject to Landlord providing Tenant reasonable advance notice (except in the event of an emergency when no notice shall be required), Landlord shall have the right to enter the Premises at all times to gain access to said roof or basement to inspect same and to make such repairs, additions, alterations or improvements as Landlord may deem desirable. In no event shall Tenant have the right to access the roof without obtaining Landlord's prior written approval thereof.

ARTICLE 10: UTILITIES

Section 10.01. Utilities.

(a) Tenant shall be solely responsible for contracting directly with all utility providers and promptly paying all charges for utilities for the Premises commencing from the Possession Date; provided, however, if any utility is sub-metered, then Tenant shall pay the applicable utility charge directly to Landlord. Tenant shall also pay to Landlord any charges incurred by Landlord for meter or sub-meter readings for the Premises after the Possession Date, and Tenant, at its sole cost and expense, shall be responsible for having all utilities transferred into Tenant's name as of the Possession Date. If Landlord elects to supply or to designate a supplier of the water, gas, heat, electricity, trash removal or any other utility used or consumed in the Premises, then Tenant agrees to purchase and pay for its share of the same as Additional Rent at the then applicable rates charged by local suppliers to similar users.

(b) As of the Effective Date, the Shopping Center and the Premises are receiving utility service from one or more suppliers. Landlord shall have the right at any time, and from time to time, during the Lease Term to either contract for service from different companies providing utility service or continue to contract for service from the utility service provider(s) existing as of the Effective Date. Tenant shall cooperate with Landlord, the existing utility service provider(s), and any alternate service provider selected by Landlord, at all times and shall allow Landlord and any such utility service provider, to access the utility lines, feeders, risers, wiring, and any other equipment or machinery within the Premises. In no event shall Landlord be liable for an interruption or failure in the supply of any utilities to the Premises or for the character of such service. Additionally, Landlord shall in no way be liable or responsible for any loss, damage or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the electric energy furnished to the Premises, or if the quality or character of the utility supplied by any service provider is no longer available or suitable for Tenant's requirements. No such change, failure, defect, unavailability or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any of its obligations under this Lease; provided, however, if there is an interruption in services that is caused by the gross negligence or willful misconduct of Landlord that renders the Premises untenantable for more than five (5) business days after notice from Tenant to Landlord, then Minimum Annual Rent shall abate commencing on the 6th business day and continuing until such services are restore to the extent necessary to render the Premises tenantable.

ARTICLE 11: ASSIGNMENT; SUBLEASE

Section 11.01. Assignment or Subletting. Notwithstanding any references to assignees, subtenants, concessionaires or other similar entities in this Lease, Tenant shall not (i) assign or otherwise transfer, mortgage or encumber this Lease or any of its rights hereunder, (ii) sublet the Premises or any part thereof, or permit the use of the Premises or any part thereof by any persons other than Tenant or its agents or (iii) permit the assignment or other transfer of this Lease, or any of Tenant's rights hereunder, by operation of law or otherwise without obtaining the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall reimburse Landlord upon demand for Landlord's reasonable costs and expenses incurred in reviewing such assignment, transfer or sublease, including reasonable attorney's fees and other professional consultants. Notwithstanding the foregoing or anything to the contrary in this Lease, Tenant shall be permitted to assign this Lease or sublet the Premises, upon 30 days' prior notice to Landlord but without Landlord's consent, to: (i) the franchisor of goGLOW franchises ("Franchisor"); or (ii) another franchisee of Franchisor who meets Franchisor's requirements for operating as a goGLOW franchisee, which are as follows: Tangible net worth of not less than $2,000,000 and a credit score of not less than 725. No assignment or sublease shall release Tenant or any guarantor of Tenant's obligations from all responsibilities and liabilities under the Lease.

ARTICLE 12: RELOCATION

Section 12.01. Relocation of the Premises. Landlord shall have the right, in its reasonable discretion, to relocate Tenant to other premises within the Shopping Center ("Substitute Premises") that are comparable to the Premises. If Landlord elects to exercise the right of relocation, then Landlord shall deliver written notice to Tenant identifying the location of the Substitute Premises, which notice shall be delivered to Tenant at least 90 days prior to relocating Tenant to the Substitute Premises. Tenant shall relocate to the proposed new premises on the date designated by Landlord, which shall be at least 90 days after Landlord provides Tenant written notice of its intent to relocate Tenant to the Substitute Premises. Landlord shall perform, at Landlord's sole expense, the build-out of the Substitute Premises to at least equivalent condition and functionality of the Premises prior to such relocation. Landlord shall, at its sole expense, relocate Tenant's fixtures and exterior signage to the Substitute Premises With respect to Tenant's movable furniture, movable equipment, or other movable items of personal property, Tenant shall be responsible for relocating such items to the Substitute Premises but Landlord shall reimburse Tenant for its reasonable actual out-of-pocket moving expenses (if any) incurred in connection with moving such items to the Substitute Premises. all other moving and relocation costs with respect to the relocation to the Substitute Premises. Landlord shall provide at least sixty (60) days prior notice of the date it anticipates delivering the Substitute Premises to Tenant. Tenant shall not be required to cease business and vacate the Premises in order to relocate hereunder until a reasonable period (not to exceed ten [10] days) after delivery of the Substitute Premises to Tenant, in order to allow time for Tenant to relocate furniture, fixtures and equipment to the Substitute Premises and to open for business therein. Tenant agrees to use reasonable efforts to open for business in the new premises as quickly as is reasonably possible under the circumstances.

ARTICLE 13: REIT

Section 13.01. REIT. Tenant shall reasonably cooperate with Landlord so that the Rent under this Lease continues to qualify as "rents from real property" as defined in Section 856(d) of the Internal Revenue Code and related Treasury Regulations. Such cooperation includes amending this Lease as necessary provided there is no increase in Tenant's financial obligations to Landlord.

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ARTICLE 14: NOTICES

Section 14.01. Notices. Any notice by Tenant to Landlord, or Landlord to Tenant, must be served by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service, addressed to Landlord or Tenant, as applicable, at the applicable address(es) set forth in Section 1.01, or to such other address as Landlord or Tenant may designate by written notice to the other party. If the holder of an outstanding mortgage on the Shopping Center has given Tenant written notice of its interest in this Lease, then Tenant shall not have any remedies against either Landlord or said holder of a mortgage, unless and until said holder has received written notice from Tenant of a default and a reasonable time to cure the default has passed. Any notice given in conformance with the above shall be deemed received when delivery thereof is received or refused. Notwithstanding the foregoing to the contrary, Landlord's notice of the Possession Date may be sent to Tenant via electronic mail which shall be deemed proper delivery of same.

ARTICLE 15: INDEMNITY; PROPERTY AND LIABILITY INSURANCE

Section 15.01. Indemnity. From and after the Possession Date or such earlier date that Tenant or its agents, employees or contractors are permitted to access the Premises, Tenant shall indemnify, defend and hold harmless Landlord and its lender(s) from and against any suits, actions, damages, claims, judgments, costs, liabilities and expenses ("Claims") in connection with loss of life, bodily or personal injury or property damage, or any other claim, arising from, or out of, any occurrence in, upon, at or from the Premises, or the occupancy or use by Tenant of the Premises, or any part thereof, or occasioned wholly, or in part, by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, (including use of the sidewalks and Common Areas within the Shopping Center), or otherwise in connection with Tenant's Work and/or any breach of the terms of this Lease by Tenant or its agents, contractors, employees, servants, invitees, licensees or concessionaires; provided, however, Tenant's indemnity, defense, and hold harmless obligations shall not extend to any Claims arising out of or relating to the gross negligence of Landlord, Tenant's indemnification obligations shall not be limited by any Workers' Compensation Act or similar statute. The provisions hereof shall survive termination of the Lease.

From and after the Possession Date, Landlord shall indemnify, defend, and hold harmless Tenant from any Claims by third parties arising out of or relating to Landlord's gross negligence or willful misconduct or breach of this Lease by Landlord.

Section 15.02. Insurance.

(a) Tenant shall maintain those insurance coverages as set forth in Exhibit E.

(b) Landlord and the other Additional Insureds shall be named as an additional insured with tenant's coverage applying on a primary and non-contributory basis under the policy providing the coverage as set forth above in this Section. Landlord shall have the right to reasonably update, modify or revise the designated Additional Insureds from time to time by delivering written notice thereof to Tenant. If Tenant fails to procure the required insurance, Landlord may, but shall not be required to, obtain the same for Tenant and Tenant shall reimburse Landlord, within ten (10) days of demand, for the reasonable cost thereof as Additional Rent. Landlord shall be a loss payee on Tenant's property insurance in regard to the leasehold improvements.

(c) All companies providing Tenant's insurance shall have and maintain a minimum AM Best rating of A-VIII. Tenant may not self-insure any part of the required liability insurance coverages, nor may the total of Tenant's deductibles and self-insurance retentions exceed the Maximum Deductible/Retention Amount without having first received Landlord's written consent.

(d) Tenant shall deliver to Landlord certificates of insurance for all insurance required to be maintained by Tenant in a form reasonably acceptable to Landlord, prior to any entry onto the Premises by Tenant or any employee, agent or contractor of Tenant. Upon request, Tenant shall also provide to Landlord a true, correct and complete copy of the actual insurance policy for all insurance required to be maintained by Tenant. Tenant shall, prior to expiration of any required coverage, furnish Landlord with certificates of renewal or "binders" thereof. Each policy shall expressly provide that such policies shall not be cancelable or otherwise subject to modification, except after thirty (30) days' prior written notice to the parties named as Additional Insureds in this Lease.

(e) From and after the Additional Rent Commencement Date, Tenant shall pay, as Additional Rent, to Landlord, an amount equal to Tenant's Share of the "Insurance Charge", which is defined as any and all reasonable costs and expenses of every kind and nature as may be paid or incurred by Landlord directly, or through an operating and easement agreement or other encumbrances upon the Shopping Center, in insuring the Shopping Center buildings, Common Areas and other improvements, plus an administrative fee in an amount equal to fifteen percent (15%) of the total of said Insurance Charge.

(f) Landlord makes no representation or warranty to Tenant that the amount of insurance to be carried by Tenant under the terms of this Lease is adequate to fully protect Tenant's interest.

Section 15.03. Increase in Insurance Premiums. Notwithstanding anything contained in this Lease to the contrary, Tenant shall not knowingly stock, use or sell any article, or do anything in or about the Premises, which may be prohibited by Landlord's insurance policies or any endorsements or forms attached thereto, or which will increase any insurance rates and premiums on the Premises, the building of which it is a part and/or any other buildings in the Shopping Center.

Section 15.04. Waiver of Subrogation and Release. Landlord and Tenant hereby waive all rights to claims for damages as against the other and the other's insurance companies, and Landlord's and Tenant's insurance policies shall contain provisions requiring that the respective insurance companies waive all rights of subrogation as against Landlord and Tenant and as against the other's insurance companies, which either party has, or which may arise hereafter, for: damage to the Premises or the Shopping Center; damage to real or personal property located in the Shopping Center; loss of business; any loss for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; or any other loss caused by perils typically covered by fire and extended coverage, building contents, store contents and business interruption insurance coverages. Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried, the one carrying or required to carry such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss to the extent of such insurance carried or required to be carried.

Section 15.05. Notice to Landlord. Tenant shall give prompt written notice to Landlord, which shall in no event be more than twenty-four (24) hours after Tenant's has knowledge or any case of fire or accidents in the Premises, or in the building of which the Premises is a part.

ARTICLE 16: LIABILITY OF LANDLORD

Section 16.01. Waiver of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, TENANT AGREES THAT IT SHALL LOOK SOLELY TO THE EQUITY INTEREST OF LANDLORD IN THE SHOPPING CENTER, SUBJECT TO PRIOR RIGHTS OF ANY MORTGAGEE OR TRUSTEE OF THE SHOPPING CENTER, FOR THE COLLECTION OF ANY JUDGMENT (OR OTHER JUDICIAL PROCESS) REQUIRING THE PAYMENT OF MONEY BY LANDLORD IN THE EVENT OF ANY DEFAULT OR BREACH BY LANDLORD WITH RESPECT TO ANY OF THE TERMS OF THIS LEASE TO BE OBSERVED AND/OR PERFORMED BY LANDLORD

AND NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF TENANT'S REMEDIES. IN THE EVENT LANDLORD TRANSFERS THIS LEASE, EXCEPT AS COLLATERAL SECURITY FOR A LOAN, UPON SUCH TRANSFER LANDLORD WILL BE RELEASED FROM ALL LIABILITY AND OBLIGATIONS HEREUNDER, TO THE EXTENT THAT THE TRANSFEREE ASSUMES THE OBLIGATIONS OF THIS LEASE.

Section 16.02. Tenant's Risk of Loss. Tenant shall store its property in and shall occupy the Premises and all other portions of the Shopping Center at its own risk and releases Landlord, to the full extent permitted by Law, from all claims of every kind resulting from loss of life, personal or bodily injury or property damage. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage to either the person or property of Tenant or to Tenant's merchandise, equipment, fixtures or other personal property or to Tenant's business, arising from any cause.

Section 16.03. Consent Clause. Unless Landlord's consent or approval is required by the express terms of this Lease not to be unreasonably withheld, such consent or approval may be withheld or delayed by Landlord in its sole and arbitrary discretion. If in this Lease it is provided that Landlord's consent or approval as to any matter will not be unreasonably withheld, and it is established by a Court or other body having final jurisdiction that Landlord has been unreasonable, the sole effect of such finding shall be that Landlord shall be deemed to have consented to or approved the matter for which its consent or approval was requested.

Section 16.04. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignee is a permitted assignee in accordance Article 11 hereof or the assignment to such assignee has been approved by Landlord in writing as provided in Article 11 hereof. Notwithstanding the foregoing, in the event Landlord or any successor owner shall convey or otherwise dispose of the Premises, all liabilities and obligations on the part of Landlord or successor owner under this Lease arising or accruing after such conveyance shall cease and terminate and thereupon all such liabilities and obligations shall be binding upon the new owner.

ARTICLE 17: DAMAGE CLAUSE

Section 17.01. Destruction. If the Premises is damaged by any casualty, then Landlord shall elect to either repair/restore the same to substantially the same condition as the Premises were on the Possession Date, or terminate this Lease by notice to Tenant given within one hundred eighty (180) days after such casualty. If Landlord elects to repair/restore and completes such repair/restoration, then Tenant shall promptly complete any other work that may be necessary for Tenant to re-open and operate Tenant's business upon the Premises. Rent shall be abated during any period that Tenant is unable to operate the Premises as a result of such casualty. Notwithstanding the foregoing or anything to the contrary in the Lease, if the Premises is rendered unusable for the Permitted Use, due to fire or other casualty, for more than 270 consecutive days, Tenant may elect to terminate the Lease by providing written notice to Landlord.

ARTICLE 18: CONDEMNATION

Section 18.01. Condemnation. If the Premises shall be taken by eminent domain, then this Lease shall terminate as of the date title vests in the condemning authority. If only a portion of the Premises is taken, then Landlord shall elect to either terminate this Lease effective as of the date title vests in the condemning authority, or restore the Premises to substantially the same condition as the Premises were in immediately prior to such condemnation, less the portion taken. Landlord shall receive the full amount of any award made in connection with any taking. Tenant shall cooperate with Landlord as may be necessary in executing any waivers necessary for Landlord to recover the award.

ARTICLE 19: PRIORITY OF LEASE

Section 19.01. Subordination and Attornment. This Lease, and Tenant's rights hereunder shall be subject and subordinate to the lien of any mortgages, ground leases or deeds of trust or other similar instruments that may now exist or may hereafter be placed upon the Shopping Center and all renewals, replacements, and extensions thereof without further notice or action on the part of Landlord or Tenant. Tenant shall execute and deliver to Landlord within fifteen (15) days from receipt of Landlord's request such instruments (including but not limited to a Memorandum of Lease and/or a Subordination, Non-Disturbance and Attornment Agreement in recordable form) which may reasonably be required by Landlord's mortgagee, ground lessor or trustee to evidence such subordination.

Section 19.02. Estoppel. Tenant shall, within ten (10) days after written request by Landlord, execute and deliver to Landlord a tenant estoppel certificate in a reasonable form required by a prospective purchaser of the Shopping Center or Landlord's lender(s).

Section 19.03. Recording. Tenant shall not record this Lease, or a memorandum thereof, without the prior written consent of Landlord.

ARTICLE 20: DEFAULT AND LANDLORD'S REMEDIES

Section 20.01. Default. Any one of the following shall be deemed to be an "Event of Default":

(a) Tenant shall be in default in the payment of any Rent and such default shall continue for a period of five (5) consecutive days.

(b) With respect to a non-monetary violation of this Lease, failure of Tenant to cure the same within fifteen (15) days after Landlord has sent Tenant notice of such violation, unless a different time period is specified in this Lease.

(c) The commencement of any proceedings in bankruptcy or insolvency, or an assignment for the benefit of creditors, involving Tenant or any guarantor of Tenant's obligations.

Notwithstanding anything to the contrary set forth in this Lease, if Tenant shall be in default of the same term, condition or requirement of this Lease, and if any such default shall be repeated more than two (2) times during the Lease Term, then, notwithstanding that such default shall have been cured within the period after notice, as provided above, any further similar default within the Lease Term shall be deemed to be an automatic Event of Default, Tenant shall not have any right to cure the same, and Landlord, without giving Tenant any notice and without affording Tenant any opportunity to cure such default, may exercise any rights or remedies available to Landlord as set forth in this Lease, including, without limitation, the right to terminate this Lease.

Section 20.02. Landlord's Remedies. If an Event of Default occurs, in addition to any right Landlord may have at law or in equity including, without limitation, the right to seek injunctive relief or specific performance against Tenant, Landlord may:

(a) Elect to re-enter or take possession of the Premises pursuant to legal proceedings or any notice provided for herein and may either terminate this Lease or, without terminating this Lease, (i) remove all persons and property from the Premises without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby and (ii) make such alterations and repairs as may be necessary in order to re-let the Premises for a term, rental rate and conditions as Landlord, in its sole discretion, may deem advisable. Upon re-letting, rentals received by Landlord from such re-letting shall be applied first to the payment of any indebtedness other than Minimum

Annual Rent due hereunder from Tenant; second to the payment of any reasonable actual costs and expenses of such re-letting, including brokerage fees, reasonable attorneys' fees and costs of alterations and repairs; third to the payment of the most current Minimum Annual Rent owed at that time; and the residual, if any, shall be held by Landlord and applied in payment of future Minimum Annual Rent as the same may become due and payable hereunder from Tenant. If such rentals received from such re-letting are less than that to be paid by Tenant, Tenant shall be liable for the deficiency to Landlord. Any such deficiency shall be calculated and due monthly. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease or to accept a surrender thereof.

(b) Whether or not Landlord elects to re-enter or take possession of the Premises in accordance with subsection (a) above, Landlord may, at any time after the occurrence of an Event of Default, elect to terminate this Lease. Should Landlord elect to terminate this Lease then, in addition to any other remedies Landlord may have available to it, Landlord may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the Premises and the worth at the time of such termination of the excess, if any, of the amount of Minimum Annual Rent, Additional Rent and all other charges reserved in this Lease, payable over the remainder of the stated Lease Term, over the then-reasonable rental value of the Premises, all of which amounts shall be immediately due and payable from Tenant to Landlord as if by terms of this Lease it were payable in advance. Landlord may immediately proceed to distrain, collect, or bring action for the worth of the whole Rent, as aforesaid, or any part thereof as aforesaid, as Rent being in arrears, or may enter judgment therefor in an amicable action in case of Rent in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such Rent, or Landlord may institute any other proceedings, whether similar to the foregoing or not to enforce payment thereof. In determining the Rent which would be payable by Tenant hereunder subsequent to an Event of Default, for each Lease Year of the unexpired Lease Term shall be equal to the average Percentage Rent paid by Tenant from the Commencement Date to the Event of Default, or during the preceding three (3) full Lease Years, whichever period is shorter.

(c) Treat all or any part of the Rent reserved hereunder as immediately due and payable, it being understood that the method of monthly or other periodic payments provided for herein are for the convenience of Tenant and available to Tenant only if Tenant is not in default under this Lease.

(d) Cure such default for the account of Tenant (without waiving any claim for breach of this Lease); said right to cure shall include, without limitation, the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in the event Landlord shall, at its election, pay such sums or do such acts requiring the expenditure of monies, Tenant agrees to pay Landlord, upon demand, all such sums and the sum so paid by Landlord, plus fifteen percent (15%) thereof for overhead and supervision and interest thereon at the Default Interest Rate, shall be deemed Additional Rent and be payable as such.

(e) In addition to all other amounts set forth above, Tenant shall promptly pay to Landlord the Unamortized Allowance and Unamortized Commissions.

(f) Notwithstanding anything contained herein to the contrary, Landlord shall have no duty to mitigate the damages suffered by Landlord rising from an Event of Default by Tenant.

Section 20.03. Redemption; Reinstatement. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future Laws in the event Tenant is evicted or dispossessed for any cause, or in the event Landlord obtains possession of the Premises. No receipt of monies by Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Premises after the termination of this Lease or after the giving of any notice of termination shall reinstate, continue or extend the Lease Term or affect any notice given to Tenant prior to the receipt of such money.

Section 20.04. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER. IN THE EVENT LANDLORD COMMENCES ANY PROCEEDINGS AGAINST TENANT HEREUNDER, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OR CROSSCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDINGS, EXCLUDING COMPULSORY COUNTERCLAIMS.

Section 20.05. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest Rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction.

Section 20.06. No Waiver. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude Landlord's right to exercise any or all of the others. The waiver by Landlord of any breach or of the strict and/or prompt performance of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of Landlord's right to strictly enforce same in the future. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing by Landlord.

Section 20.07. Legal Fees. If any legal fees are incurred by Landlord in enforcing the terms of this Lease, then Tenant shall be liable for such reasonable costs and the same shall be due and payable upon presentation of a bill therefor.

ARTICLE 21: GREEN LEASE RIDER

Section 21.01. Green Lease Rider. The provisions of Exhibit H ("Green Lease Rider") attached hereto are incorporated into and made a part of this Lease. To the extent that the terms of the Green Lease Rider conflict with the other terms and conditions of the remainder of this Lease, including, without limitation, the Exhibits attached hereto, the terms of the Green Lease Rider shall govern and control.

ARTICLE 22: MISCELLANEOUS PROVISIONS

(a) The word Tenant shall be deemed and taken to mean each and every person or party mentioned as a tenant herein, be the same one or more; and if there shall be more than one tenant, (i) the liability of each shall be individual, joint and several, and (ii) any notice required or permitted by the terms of this Lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof.

(b) The submission of this Lease for examination does not constitute a reservation of or option for the Premises. Tenant shall under no circumstances have any rights hereunder until execution and delivery hereof by Landlord.

(c) This Lease and the exhibits, riders and/or addenda, if any attached, set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

(d) Tenant acknowledges that, except as expressly set forth in this Lease, neither Landlord nor any broker, agent, employee or representative of Landlord has made any representation or warranty (nor is Tenant relying on any such representation or warranty) with

respect to the condition of the Premises, Shopping Center (including without limitation availability of utilities or other services), or with respect to the suitability of the Premises or the Shopping Center for the use or improvement of the Premises or conduct of Tenant's business in the Premises, except as expressly set forth in this Lease. Tenant hereby waives, releases and discharges any claim Tenant may have against Landlord with respect to the condition of the Premises, any defect in the Premises, either patent or latent, the ability or inability to use the Premises for any particular purpose, or any other state of facts which exists with respect to the Premises, except to the extent such claim arises from (i) a breach of Landlord's obligations under this Lease, or (ii) Landlord's fraud, willful misconduct, or intentional misrepresentation.

(e) If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law.

(f) This Lease shall be construed and interpreted in accordance with the Laws of the state in which the Shopping Center is located.

(g) The parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any addenda or Exhibits hereto. Time is of the essence with respect to the obligations of the parties hereto.

(h) Landlord and Tenant represent and warrant that they have had no dealings, negotiations, or consultations with respect to the Premises, the Shopping Center or this transaction with any broker, except for the Broker(s), if any. Landlord shall be responsible for all fees and commissions due Broker(s), if any, pursuant to the terms of a separate agreement between Landlord and Broker(s).

(i) Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by a cause or causes beyond Landlord's control.

(j) Landlord and Tenant each certify that (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

(k) As an inducement to Landlord agreeing to this Lease, Guarantor shall simultaneously herewith execute an unconditional personal Guaranty, attached hereto as **Exhibit F**. If Guarantor becomes insolvent or files for Bankruptcy and/or can no longer perform its obligations under the Guaranty, then Tenant must deliver a creditworthy substitute guarantor, as reasonably determined by Landlord, and such substitute guarantor shall execute an unconditional personal guaranty, in substantially the same form as the Guaranty attached hereto as Exhibit F.

(l) This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement binding upon the parties, notwithstanding that all the parties are not signatories to the same counterpart. Landlord and Tenant each agrees to be bound by Electronic Copies of this Lease. In the case of execution via an Electronic Execution System, this Lease shall not be deemed delivered to Tenant until the Electronic Execution System has certified the completion of the execution process (in the case of DocuSign, for example, by issuance of a Certificate of Completion) or delivery is acknowledged by Landlord.

(m) Tenant agrees that this Lease is confidential and Tenant shall not, without Landlord's prior written consent, disclose to any third party the contents of this Lease or any information related to this Lease, including but not limited to (a) Rent-related information, and/or (b) the modification of any terms originally included, but subsequently modified, in this Lease.

(n) Tenant acknowledges and agrees that it is intended that this Lease is a completely net lease to Landlord, except as expressly herein set forth to the contrary, and Tenant shall pay all charges, impositions, costs and expenses of every nature and kind relating to the Premises, except as expressly herein set forth to the contrary.

(o) If Tenant is a corporation, partnership or limited liability company, the corporation, partnership or limited liability company represents, covenants and warrants to Landlord as of the date Tenant executes and delivers this Lease that the signatories signing on behalf of Tenant have the requisite authority to bind Tenant.

(p) The following Exhibits are attached to this Lease and incorporated herein by reference:

Exhibit A -	Site Plan
Exhibit B -	Landlord's Work and Tenant's Work
Exhibit C -	Tenant's Affidavit of Payment of Debts and Claims
Exhibit D -	Acknowledgement of Commencement Date
Exhibit E -	Insurance Requirements
Exhibit F -	Guaranty
Exhibit G-	Restrictions, Prohibited Uses and Exclusives
Exhibit H-	Green Lease Rider
Exhibit I -	Memorandum of Lease
Exhibit J	Franchisor Addendum

IN WITNESS WHEREOF, the parties have respectively executed this Lease effective as of the day and year first above written.

LANDLORD:
1351 SOUTH FEDERAL (FL) OWNER LLC, a Delaware limited liability company

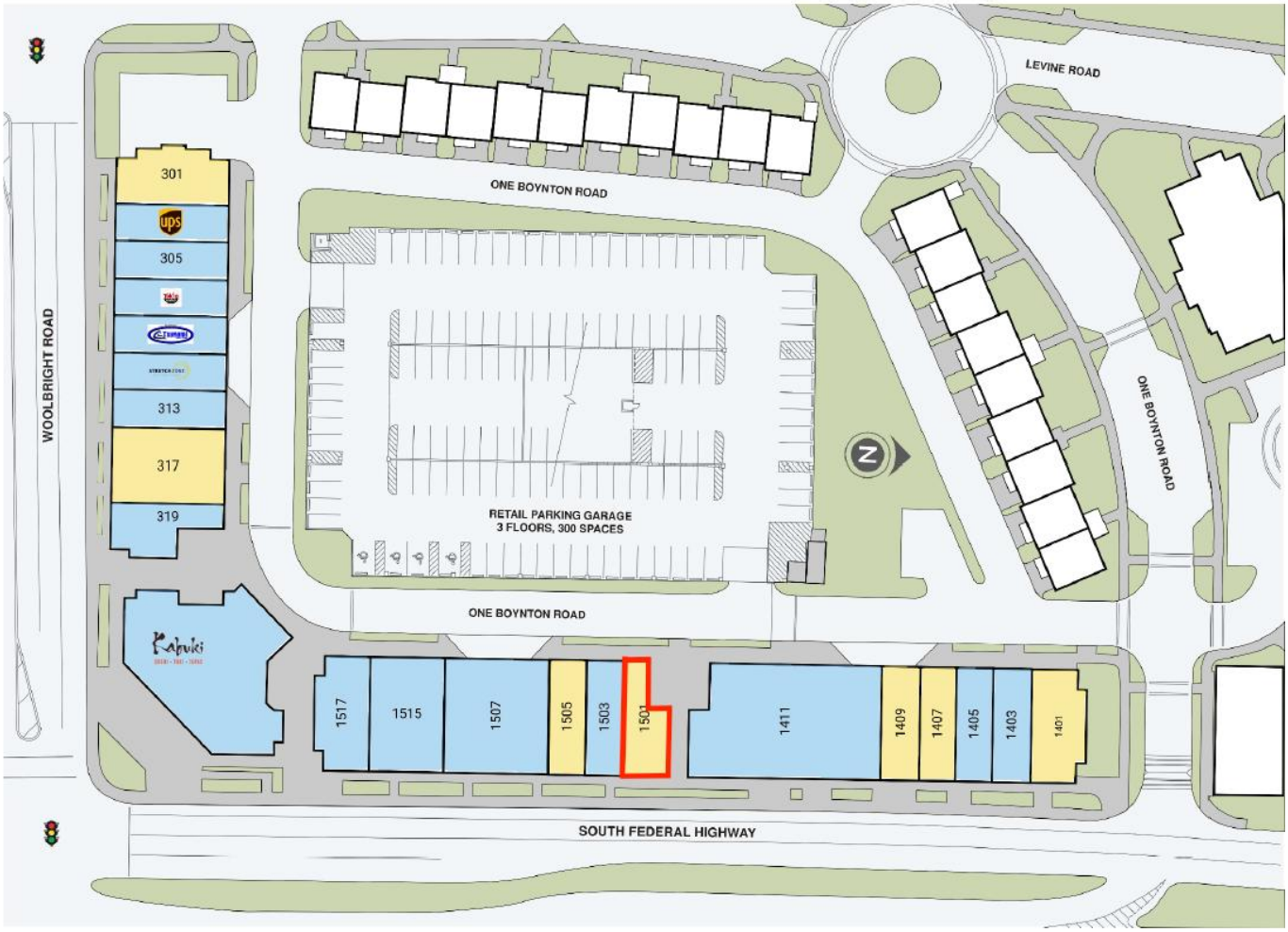
Signed by:
By: Kinsey Sale
F419775722F64A8...
Name: **Kinsey Sale**
Title: Authorized Signatory

TENANT:
GGSS Delray LLC, a Florida Limited Liability Company

Signed by:
By: 33012A381E0143E...
Name: Sarah Smith
Title: Authorized Signor

Docusign Envelope ID: 5ED44FC6-186D-4D96-BC67-909EE2CBA8B2

EXHIBIT A
SITE PLAN



This Site Plan is Not to Scale

As more particularly provided for in the Lease, Landlord hereby reserves the right, at any time and from time to time without notice to Tenant, to alter or otherwise modify the locations and/or dimensions of all buildings, parking areas, service drives, entrances, exits and other facilities shown on this **Exhibit A**, provided such modifications do not materially adversely affect visibility of or access to the Premises; to place in the common areas of the Shopping Center landscaping, decorative items, and structures and areas for retail sales and promotional activities, and to construct, lease operate and maintain in the area shown on this **Exhibit A** and on contiguous land, as part of the Shopping Center, buildings, structures and other facilities not shown on this **Exhibit A**.

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EXHIBIT B
LANDLORD'S WORK AND TENANT'S WORK

Landlord's Work: None; provided Landlord shall, at its sole cost and expense, deliver the Premises to Tenant on the Possession Date in broom clean condition, free from any hazardous substances that are in violation of applicable laws and with the exterior doors in good working order.

Tenant acknowledges that (i) it is familiar with the Premises, (ii) Tenant or its representative has visited the Premises, or was given the opportunity to visit the Premises prior to the Effective Date, (iii) other than Landlord's Work set forth above, there is no work to be performed by Landlord and no representation or warranty has been made by Landlord, its brokers, agents, employees, or representatives, as to the fitness of the Premises, or any equipment servicing or improvement within the Premises, for any use permitted herein, and (iv) it is taking possession of the Premises on the Possession Date in its "AS IS/WHERE IS" condition subject to Landlord delivering the Premises to Tenant in the condition set forth in the preceding paragraph.

Tenant's Work: Excluding Landlord's Work, if any, any and all improvements to the Premises required for, or desired by, Tenant to use and operate its Permitted Use in the Premises, including, the improvements to, on or about the Premises to be constructed by Tenant, as identified on the plans and specifications for such improvements prepared by Tenant and approved by Landlord (such approval to not be unreasonably withheld, delayed, or conditioned) in accordance with the terms of this Exhibit. All fixtures installed by Tenant shall be new or completely reconditioned.

Tenant shall commence Tenant's Work promptly following (i) Landlord's approval (not to be unreasonably withheld, delayed, or conditioned) of Tenant's plans and specifications, (ii) the date possession of the Premises is made available to Tenant, and (iii) receipt by Tenant of all applicable permits and approvals required to commence Tenant's Work, and shall diligently and continuously prosecute its work to completion so as to open for business no later than the Commencement Date. Tenant shall, without limitation, fully equip the Premises with all trade equipment, furniture, operating equipment, furnishings, fixtures and exterior signs and any other equipment necessary for the proper operation of Tenant's business.

Whenever Tenant is performing work within the Premises (not solely limited to Tenant's Work), Tenant shall commence such work as soon as is practical and shall diligently prosecute such work to its completion as soon as is practical after its commencement. Tenant shall not do any construction work or alterations, nor shall Tenant install any equipment other than trade fixtures without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought.

Tenant shall, at its cost and expense, complete or cause the completion of Tenant's Work on or before the Commencement Date in accordance with the plans and specifications which have been submitted to and approved in advance in writing by Landlord.

All work performed by Tenant with respect to the Premises shall:

(a) be commenced only after Tenant has delivered to Landlord evidence satisfactory to Landlord that it has obtained all required permits and licenses for all of Tenant's Work or satisfied Landlord that such permits or licenses are not required;

(b) be completed in accordance with the Construction Criteria;

(c) be completed as expeditiously as reasonably possible;

(d) be completed in such manner as will not interfere with work being done by Landlord upon the Premises or any other portion of the Shopping Center;

(e) be completed in compliance with such reasonable rules and regulations as Landlord or its agents or contractors may make;

(f) be carried out by competent workers under the supervision of one or more professional contractor(s) and designer(s), who shall be subject to prior written approval of Landlord (such approval not to be unreasonably conditioned, withheld, or delayed), and be subject to the reasonable supervision of Landlord or its agents or contractors;

(g) be completed only by persons and/or entities that shall maintain harmonious labor relations;

(h) be commenced only after Tenant has delivered to Landlord a certificate of general liability insurance from its general contractor (or from Tenant if it is acting as its own contractor); and

(i) be completed at the risk of Tenant.

OTHER PROVISIONS

Performance of Tenant's Work. The following provisions are in addition to, and do not waive the provisions of any general covenants between Tenant and Landlord as may be contained in the Lease:

A. Before doing any item of Tenant's Work, (i) Tenant shall secure and demonstrate to Landlord that it has secured all necessary permits and licenses which shall, without limitation, include all requisite building permits; Tenant to use its best efforts to secure the same promptly, including the use of an expediter; should Landlord's signature be required on any such permits or licenses, Landlord shall not assume or be deemed to assume any liabilities, obligations or costs as a result thereof; (ii) Tenant shall deliver to Landlord a certificate evidencing that it has obtained contractors' general liability insurance naming all Additional Insured(s) as additional named insureds, as well as workers' compensation insurance and automobile liability insurance, all in accordance with the requirements; (iii) Tenant shall deliver to Landlord an itemized budget in respect of all Tenant's Work, and (iv) Tenant will provide (or will cause its general contractor to provide) at its sole cost and expense, builders risk insurance for construction that covers special risk perils including earthquake, flood, fire, and theft of materials stored at or within 1,000 feet of the Premises. The builders risk insurance shall be on a completed value form including for all insurable hard and soft costs of construction.

B. All work by Tenant within the Premises shall utilize new materials. Materials and workmanship shall be of a uniformly high quality and used and/or performed in accordance with the best standards of practice and shall not be in contravention of any governing codes or regulations and shall be subject to the approval of Landlord and/or its architect.

C. Under no circumstances will Tenant, its employees, its contractors or its contractors' employees enter onto any roof of the Shopping Center or make any opening in the roof without Landlord's consent and approval.

D. Tenant and its contractor(s) shall not impose a greater load on any concrete floor than the design live load of 100 pounds per square foot uniformly distributed. No unusual loads may be suspended from the underside of roof structure.

E. Tenant shall maintain the Premises in a reasonably clean and orderly manner and shall be responsible for the cost of removing from the Shopping Center all excess materials, trash and cartons resulting from Tenant's Work and stocking of the Premises. Tenant shall not perform any work that may cause undue noise or vibration to adjacent premises during the hours of 9:00 a.m. through 7:00 p.m.

F. Tenant agrees that Tenant's Work and any other alteration, modification, change or improvement to the Premises completed by Tenant shall not be done in a manner which would create a Conflict. A Conflict is any work stoppage, picketing, labor disruption

or dispute or any interference with the business of Landlord or any tenant or occupant of the Shopping Center. Tenant shall immediately stop work or other activity if Landlord notifies Tenant that continuing such work or activity would cause a Conflict. Tenant shall indemnify, defend with legal counsel selected by Landlord and hold harmless Landlord from any loss, cost or liability suffered or incurred by Landlord as a result of Tenant's violation of the provisions of this paragraph, except that Tenant's indemnity, defense, and hold harmless obligation shall not extend to events caused by the gross negligence or willful misconduct of Landlord. Tenant's violation of the terms hereof shall constitute a default hereunder and shall entitle Landlord to exercise any remedies that are available to Landlord at law, in equity or hereunder, including, without limitation, obtaining an injunction. Landlord may, in its sole discretion, require that Tenant use Landlord's pre-approved contractors and/or sub-contractors for work that affects the roof or other structural portions of the Premises or any systems of the Shopping Center, at Tenant's sole cost and expense. Tenant further agrees that Tenant's Work and any other alteration, modification, change or improvement to the Premises to be completed by Tenant in accordance with the terms of this Lease shall be completed in compliance with the terms of Landlord's Construction Criteria, as amended from time to time and in accordance with the Construction Criteria.

G. Upon completion of Tenant's Work, Tenant shall deliver the following to Landlord:

(i) all applicable certificates of completion and occupancy;

(ii) final Certificate of Occupancy for the Premises and all other licenses, permits and approvals required by Authorities to operate Tenant's business;

(iii) final as-built plans for the Premises;

(iv) final notarized lien waivers from Tenant's general contractor waiving any right to file a construction lien for unpaid work or services performed or materials supplied (Landlord reserves the right to request final lien waiver(s) from subcontractor(s) to Tenant's general contractor;

(v) affidavit from Tenant's general contractor listing all subcontractors and all materialmen and suppliers for all work, labor and materials to Tenant's general contractor and that they have been paid in full; and

(vi) evidence that all permits obtained by Tenant have been closed out in accordance with the requirements of the local municipality.

Exhaust and Odors

A. Objectionable odors from the Premises shall, at Tenant's expense, be exhausted in such a manner as precludes their escaping into the Common Areas or other rental areas, or short circuiting into any fresh air vents. Tenant specifically acknowledges and agrees that it shall be responsible for all costs, expenses or damages suffered or incurred by Landlord as a result of claims by other tenants of the Shopping Center relating to objectionable odors or exhaust emanating from the Premises during the completion of Tenant's Work. Landlord shall be entitled to require Tenant to suspend Tenant's Work on twenty-four (24) hours' prior written notice in the event that Tenant fails to comply with its obligations contained herein.

B. Where Tenant requests a total exhaust rate greater than 200 CFM/bay, Tenant shall provide a make up air system in accordance with Landlord's specifications, sized in the amount of the excess and shall waive the right to demand of Landlord the ambient design conditions specified in the design package provided to Tenant by Landlord, if any.

C. Tenant's air handling equipment may not under any circumstances draw air from any enclosed mall or exhaust into it.

D. Garbage refrigeration equipment must be installed in the Premises by Tenant if perishable items are handled.

Complete Drawings by Tenant. Tenant shall submit to Landlord for its approval (which shall not be unreasonably withheld, conditioned, or delayed) complete plans, drawings and specifications for the Premises (the "Plans"), to be prepared by qualified designers and conforming to each of good engineering practice, the outline drawings provided to Tenant by Landlord, if any, and the provisions of this Exhibit. Such Plans shall show at least the following:

STORE SUBMISSION REQUIREMENTS

Tenant shall provide complete working plans and specifications in the following form:

A. Floor plan to scale.
B. Reflected ceiling plan to scale.
C. Storefront and show window elevation and sections to scale.
D. Storefront and show window details to scale.
E. Interior elevations to scale.
F. Interior finishing schedule.
G. Sign shop drawings prior to fabrication and related lighting and equipment.
H. Any other special facilities or installations that affect the building.
I. Sprinkler and other fire protection devices, including the fire alarm system for the Premises.
J. Plumbing plan to include single line diagram.
K. Lighting plan and electrical plan to include single line diagram and under floor electric.
L. Mechanical plan showing RTU location(s) and tonnage.
M. Ductwork for connection to the air conditioning system, toilet exhaust system and any other ventilation system required by Tenant.
N. Any necessary structural drawings to include rooftop support to be prepared by a licensed structural engineer.

All Plans shall be submitted for approval upon the earliest of (i) thirty (30) days after execution of this Lease and (ii) fifteen (15) days after written request by Landlord therefor. Any required revisions to the Plans shall be submitted within five (5) business days after Landlord's disapproval and/or request for revisions. No Tenant's Work may proceed prior to Landlord's written approval, which will not be unreasonably withheld nor unduly delayed. In the event that the completion of Landlord's Work and/or Tenant's Work is delayed as a result of the failure by Tenant to comply with its obligations contained herein, the Fixturing Period shall be reduced by the length of delay caused or contributed to by Tenant.

Tenant shall apply for all permits and licenses necessary for the performance of Tenant's Work within seven (7) days after the later of (x) the date Landlord approves Tenant's Plans and (y) the Possession Date.

Tenant acknowledges that Landlord's approval of Tenant's Plans (i) does not eliminate the need for Tenant to obtain all necessary approvals and permits required from any public or governmental agency or authority having jurisdiction over the Shopping Center, and (ii) shall not be construed as a waiver of or the satisfaction of any laws, regulations, restrictions or requirements of record, conformance thereto being solely Tenant's responsibility. Tenant also acknowledges that Landlord has no liability to Tenant or any other person or entity as a result of Landlord's approval of said Plans for any defects, omissions, inconsistencies or shortcomings contained in such Plans or the work to be performed in accordance therewith.

In the event that Tenant requests or requires that Landlord obtain material or equipment from a particular supplier and Landlord is delayed in obtaining such material or equipment, then (i) any time periods affected by such delays, including any required delivery date, shall be likewise extended and (ii) Landlord shall have the right to substitute such material or equipment with substantially similar material and equipment in Landlord's reasonable discretion. If any improvements made by Tenant are located outside of the Premises (including, without limitation, HVAC units and ductwork) in accordance with the approved Plans, Landlord reserves the right to require Tenant to relocate such equipment, at Tenant's cost and expense, within a reasonable time after written request; provided that Landlord shall afford Tenant with commercially reasonable alternatives for the location of the same.

TENANT SHALL SUBMIT TENANT'S PLANS FOR LANDLORD REVIEW AND APPROVAL, BOTH IN ELECTRONIC PDF FORMAT AND TWO (2) HARD COPIES, MINIMUM SIZE 18" X 24". ALL MECHANICAL AND/OR STRUCTURAL DRAWINGS AND SPECIFICATIONS SHALL BE STAMPED BY AN ENGINEER DULY QUALIFIED AND LICENSED IN THE STATE IN WHICH THE SHOPPING CENTER IS LOCATED. ALL ELECTRICAL DRAWINGS AND SPECIFICATIONS (INCLUDING LIFE SAFETY AND FIRE SAFETY) SHALL BE STAMPED BY AN ELECTRICIAN DULY QUALIFIED AND LICENSED IN THE STATE IN WHICH THE SHOPPING CENTER IS LOCATED. ANY CHANGES TO THE PLANS THAT HAVE BEEN APPROVED BY LANDLORD SHALL BE STAMPED BY AN ARCHITECT OR ENGINEER DULY QUALIFIED AND LICENSED IN THE STATE IN WHICH THE SHOPPING CENTER IS LOCATED AND SHALL ALSO BE SUBJECT TO THE PRIOR WRITTEN APPROVAL OF LANDLORD. ANY INCREASE IN THE COST OF COMPLETING THE LANDLORD'S WORK (IF ANY) RESULTING FROM CHANGES REQUESTED BY TENANT SHALL BE FOR THE ACCOUNT OF TENANT AND LANDLORD SHALL BE REIMBURSED FOR SAME IMMEDIATELY UPON PRESENTATION OF AN INVOICE IN RESPECT THEREOF.

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EXHIBIT C
TENANT'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO: 1351 South Federal (FL) Owner LLC ("Landlord")

RE: Lease Agreement ("Lease") dated _____, 2025 with respect to Premises known as Unit No. 1505 in One Boynton located in Boynton Beach, Florida ("Shopping Center")

The undersigned, Tenant under the captioned Lease, hereby certifies that the cost of all leasehold improvements (excluding all Excluded Items (as defined in the Lease) made by Tenant, at its expense, to the Premises is $_____.

The undersigned, Tenant under the captioned Lease, hereby certifies that, except as disclosed on a schedule attached hereto, the undersigned has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed and for all known indebtedness and claims against the undersigned for damages arising in any manner, in connection with the construction, improvement, fixturing, equipping decorating and furnishing of the captioned Premises by or on behalf of the undersigned.

The undersigned further certifies that, to the best of the undersigned's knowledge and belief, attached hereto are releases or waivers of liens from every contractor, subcontractor, supplier of materials and equipment, and performers of labor or services, who have or may have liens against the Premises, the Shopping Center or other property of Landlord arising in any manner in connection with the construction, improvement, fixturing, equipping, decorating and furnishing of the Premises.

The undersigned agrees that this affidavit may be relied upon by any investor or lender providing financing for, and by an insurer issuing title insurance with respect to the Shopping Center.

EXECUTED on _____, 2025.

TENANT:
GGSS Delray LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

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EXHIBIT D
ACKNOWLEDGEMENT OF COMMENCEMENT DATE

THIS ACKNOWLEDGEMENT OF COMMENCEMENT DATE ("Acknowledgement") is made as of _____ ("Effective Date"), with reference to that certain Lease Agreement dated _____ between **1351 SOUTH FEDERAL (FL) OWNER LLC**, a Delaware limited liability company, as "Landlord", and **GGSS Delray LLC**, a Florida limited liability company, as "Tenant" (hereinafter, the "Lease").

The undersigned hereby confirms the following:

1. The Possession Date (as defined in the Lease) occurred on _____.

2. In accordance with the provisions of the Lease, the Commencement Date is _____, 2025 and unless sooner terminated, the Lease Term expires on _____, _____.

3. The agreed size of the Premises is one thousand two hundred twenty nine (1,229) square feet.

4. Pursuant to Article 1, Minimum Annual Rent during the Lease Term is as set forth below:

DATES	MINIMUM RENT PSF NNN	ANNUAL RENT	MONTHLY INSTALLMENTS

5. As required by the Lease, Tenant shall countersign and return this Acknowledgment within ten (10) days after the Effective Date. Tenant's failure to countersign and return this Acknowledgment within said period shall be deemed to be Tenant's acceptance of the terms of this Acknowledgement.

LANDLORD:
1351 SOUTH FEDERAL (FL) OWNER LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

TENANT:
GGSS Delray LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

Docusign Envelope ID: 5ED44FC6-186D-4D96-BC67-909EE2CBA8B2

EXHIBIT E
INSURANCE REQUIREMENTS

From and after the Possession Date or such earlier date that Tenant or its agents, employees or contractors are permitted to access the Premises, Tenant shall maintain, at its sole cost and expense:

(1) Where appropriate, "Special Form" insurance coverage (or its then equivalent successor) which shall include fire, flood, earthquake and extended coverage insurance, in an amount adequate to cover one hundred percent (100%) of the cost of replacement of all interior leasehold improvements installed by or for the benefit of Tenant, furniture, fixtures, non-structural components of the walls and storefronts, equipment, including, without limitation, any HVAC, trash compactor or other equipment located outside of the Premises, but that exclusively service the Premises, inventory, decorations and improvements in the Premises in the event of a loss;

(2) Comprehensive boiler and machinery insurance if applicable;

(3) All inclusive "Commercial General Liability" insurance (or its then equivalent successor), written on an occurrence basis with the broadest and most comprehensive forms generally available providing coverage for bodily injury, property damage, personal and advertising injury, including associated defense costs, with coverage for at least One Million and 00/100 Dollars ($1,000,000.00) Dollars per occurrence and Two Million and 00/100 Dollars ($2,000,000.00) Dollars in the aggregate;

(4) An umbrella liability policy or excess liability policy having a limit of not less than Two Million and 00/100 Dollars ($2,000,000.00), which policy shall be in "following form" and shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. Such umbrella liability policy or excess liability policy shall include coverage for Additional Insureds;

(5) Plate glass insurance covering all plate glass on the Premises at full replacement value or Tenant may self-insure the plate glass;

(6) Business interruption insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils insured against by Tenant hereunder for a period of 12 months;

(7) Automobile liability insurance with a combined single limit for bodily injury and property damage of not less than One Million and 00/100 Dollars ($1,000,000.00) each occurrence with respect to Tenant's owned, hired and non-owned vehicles;

(8) Workers' compensation and occupational disease or similar insurance affording statutory coverage and containing statutory limits in accordance with applicable law, and employer's liability insurance with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence; and

(9) If food and/or beverages are sold and/or consumed on the Premises, product liability coverage, including, without limitation liquor liability coverage, if applicable, and coverage for liability arising out of the consumption of food and/or alcoholic beverages on or obtained at the Premises of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence for personal injury and death and property damage

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EXHIBIT F
GUARANTY

In order to induce **1351 SOUTH FEDERAL (FL) OWNER LLC**, a Delaware limited liability company ("Landlord") to execute the Lease Agreement between Landlord and **GGSS Delray LLC**, a Florida limited liability company, as Tenant, dated 11/10/2025 (the "Lease"), the undersigned (individually and collectively referenced herein as "Guarantor") hereby execute(s) this Guaranty (this "Guaranty") in favor of Landlord, its successors and assigns, and agree(s) as follows:

1. Guarantor shall (i) promptly pay all Rent and any other amounts payable by Tenant under the Lease; (ii) promptly perform each and every obligation of Tenant under the Lease; and (iii) indemnify and protect Landlord from any and all losses, expenses, penalties, demands, suits or costs incurred by Landlord (including legal fees) if Tenant fails to pay the Rent or other amounts or to perform any of Tenant's obligations under the Lease. This is a guaranty of payment and performance and not merely of collection.

2. Even if there is an Early Termination (hereinafter defined), Guarantor shall remain obligated under this Guaranty as though the Early Termination had not occurred. An "Early Termination" means a disaffirmance, disclaimer, repudiation, rejection or termination of the Lease (as a result of court proceedings or otherwise), or a surrender of the Lease that Landlord did not accept in writing, which occurs prior to the originally specified expiration date of the Lease. If there is an Early Termination, Guarantor shall, at Landlord's option, become Landlord's tenant on the terms of the Lease.

3. Guarantor's guaranty, as set forth herein, is absolute and unconditional. Guarantor's obligations under this Guaranty shall not be affected by: (a) any modifications to Tenant's rights or obligations under the Lease; (b) the fact that Landlord waives or does not enforce any of the terms of the Lease; (c) any assignment or other transfer of the Lease by Tenant or by any trustee, receiver or liquidator; (d) any consent that Landlord gives to any assignment or other transfer of the Lease; (e) any waiver by Tenant of its rights under the Lease; (f) any additional security accepted by Landlord from Tenant; (g) the expiration of the Lease Term or any extension or renewal thereof; (h) the release or discharge of Tenant by Landlord or in any receivership, bankruptcy, winding-up or other creditors' proceedings or by operation of law; or (i) lack of notice of any of the foregoing. Guarantor's obligations shall not be affected by any repossession of the Premises by Landlord, except that if Landlord re-lets the Premises then the payments received by Landlord (after deducting all costs and expenses of repossessing and reletting the Premises) will be credited by Landlord against Guarantor's obligations under this Guaranty. Landlord is not required to notify the Guarantor that Landlord has accepted this Guaranty or that Tenant has failed to perform any of its obligations under the Lease. Nevertheless, if Landlord wishes to send any notice to Guarantor, it will deliver it or mail it by prepaid certified mail or recognized overnight delivery service addressed to Guarantor at Guarantor's address set forth below in this Guaranty. Any notice will be considered to have been given on the day it was delivered, or if mailed by U.S. mail, three (3) days after the date it was mailed, or if sent by recognized overnight delivery service, one (1) day after the date it was provided to such service. Guarantor may notify Landlord in writing of a substitute address for the above address.

4. If there is a default under the Lease, Landlord shall not be required to: (a) proceed against or pursue anything against Tenant first; (b) proceed against any security of Tenant held by Landlord; or (c) pursue any other remedy whatsoever. Guarantor is not a mere guarantor; the Guarantor is primarily responsible for Tenant's obligations under the Lease.

5. Even though Landlord may have already taken action against Guarantor under this Guaranty because of a default under the Lease, and whether or not that action has succeeded or been completed, Landlord may take further action against Guarantor under this Agreement if there is any further default under the Lease.

6. No modification to this Guaranty shall be binding, unless signed by both Guarantor and Landlord.

7. If two ormore parties are named as Guarantor, each party is jointly and severally responsible for the obligations of Guarantor.

8. Guarantor represents and warrants that:
(a) No authorization, approval, consent or order of any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty;
(b) This Guaranty constitutes a valid and legally binding agreement of Guarantor enforceable against Guarantor in accordance with its terms, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity;
(c) There are no actions, suits or proceedings pending, or to the knowledge of Guarantor, threatened against or affecting Guarantor before any court, governmental agency or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial conditions, operations, properties or business of Guarantor or the ability of Guarantor to perform its obligations under this Guaranty; and
(d) The Guarantors have a direct and/or indirect financial interest in Tenant and will derive a material and substantial benefit from Landlord's agreement to enter into the Lease with Tenant.

9. Until all obligations have been irrevocably paid and performed in full, Guarantor shall have no right of subrogation and Guarantor waives any right to enforce any remedy which it now has or may hereafter have against Tenant, and any benefit of and any right to participate in any security now or hereafter held by Landlord.

10. Guarantor hereby waives (a) notice of acceptance of this Guaranty; (b) presentment and demand; (c) any right to require that any action or proceeding be brought against Tenant or any other person, prior to any action against Guarantor under the terms hereof; and (d) any circumstance whatsoever or any act of Tenant or any existence of or reliance on any representation by Tenant that might otherwise constitute a legal or equitable defense available to, or a discharge of, the Guarantor.

11. All of the terms of this Guaranty shall apply to Guarantor and to his or her heirs, executors, administrators, personal legal representatives, or its successors and assigns, as the case may be, and may be enforced by Landlord, its successors and assigns, and any holder of any mortgage or charge over all or any part of the lands on which the Premises are located. This Guaranty may be assigned by Landlord without restriction.

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12. Any term used herein without definition shall have the same meanings as set forth in the Lease.

13. This Guaranty shall be governed by the laws of the state in which the Shopping Center is located. The parties agree that the courts of such state shall have exclusive jurisdiction to determine any matters arising hereunder, and the parties do hereby irrevocably consent to the exclusive jurisdiction of such courts to hear and resolve any issue with respect to this Guaranty and the interpretation thereof.

14. Guarantor shall execute and deliver to Landlord within five (5) days after receipt of any request, an estoppel statement or other certificate to the same extent as Tenant is required to deliver same to any existing, future or prospective mortgagee(s) or purchaser(s) of the Shopping Center or Landlord pursuant to the provisions of the Lease.

15. The death or disability of any individual acting as Guarantor, or the dissolution of any entity acting as Guarantor, shall not affect Guarantor's obligations hereunder, and the heirs, executors, administrators, successors and assigns shall remain liable for Guarantor's obligations hereunder.

16. If any term or provision of this Guaranty, or the application thereof to any person, entity or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty, or the application of such term or provision to any person, entity or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Guaranty shall be valid and be enforced to the fullest extent permitted by law.

17. Intentionally Omitted.

18. Guarantor's address, telephone number and email address are as follows:

ADDRESS 9,414,004,931.00
Mobile: _____
Mobile: _____
Email: sarah.smith@goglow.co
Email : _____

19. This Guaranty may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement binding upon Guarantor, notwithstanding that all the parties are not signatories to the same counterpart. In order to facilitate the agreements contemplated hereby, the signature(s) to this Guaranty transmitted as Electronic Copies may be used in place of the original signature(s) on this Guaranty. Each Guarantor (i) intends to be bound by Electronic Copies of this Guaranty, (ii) is aware that Landlord is relying on the Electronic Copies, and (iii) hereby waives any defenses to the enforcement of this Guaranty based upon the Electronic Copies. Promptly following the delivery of the Electronic Copies, Guarantor shall deliver to Landlord the original executed Guaranty.

EXECUTED on 11/10/2025 to be effective the same day as the effective day of the Lease.

GUARANTOR:

EXHIBIT ONLY – NOT FOR SIGNATURE
Sarah Smith, an individual

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EXHIBIT G
RESTRICTIONS, PROHIBITED USES AND EXCLUSIVES

Baciami Italian Restaurant

Exclusive. Landlord will not execute any lease for space within the Shopping Center to any person or entity whose use thereof is an Italian-themed restaurant or a restaurant whose primary menu items are pizza, pasta and other Italian cuisine (the "Restricted Use"). The foregoing provision shall not be construed so as to prohibit Incidental Sales of such goods or services by other tenants of the Shopping Center; for the purpose of this provision, the term "Incidental Sales" means that, as to the items or services in question the annual revenues from sales of the same do not exceed 25% of the gross revenues of such other tenant derived from its premises.

Common Grounds Coffee

Exclusive. Landlord will not execute any lease for space within the Shopping Center to any person or entity whose use thereof is for the operation of a coffee bar (the “Restricted Use”).

Dentology, General and Cosmetic Dentistry

Exclusive. Landlord will not lease space in the Shopping Center to a tenant or occupant whose primary use shall be the general practice of dentistry (herein “Competing Tenant”).

Kabuki Thai Sushi Tapas

Exclusive. Landlord will not execute any lease for space within the Shopping Center to any tenant or occupant whose primary use is a Thai or Japanese restaurant (a “Restricted Use”). The foregoing shall not be construed so as to prohibit Incidental Sales of such cuisine by other tenants of the Shopping Center; for the purpose of this provision, the term “Incidental Sales” means that, as to the items in questions, the annual revenue from sales of the same do not exceed 25% of the gross revenues of such other tenant derived from its premises.

Souvlaki Fast

Exclusive. Landlord agrees that it will not enter into any other lease for space within the Retail Area which lease shall permit the operation of a Greek-restaurant with its principal business being the sale of Greek food (principal business being defined as deriving more than twenty five percent (25%) of its gross sale from said principal use.

Sweetwater Bar and Grill

Exclusive. Landlord agrees that it will not enter into any other leases for storefronts in the Retail Area, which lease shall permit as a principal business, the operation of a sports bar. For purposes hereof, a sports bar is a bar having more than four (4) televisions per 1,500 square feet, billiard tables, and which shows televised sporting events on multiple televisions.

The UPS Store

Exclusive. Landlord agrees that it will not enter into any other lease for space within the Retail Area, which lease shall permit the operation of a retail store offering the following services for sale to the general public: UPS, DHL, FedEx, Airbourne overnight delivery services, postal services, packaging and shipping services, mailbox rentals, fax for profit, and copy and printing services. Landlord agrees that it will not place or allow to be placed any express mail and/or express parcel drop boxes within the Retail Area.

Tipsy Salon & Spa

Exclusive. Landlord agrees that it will not enter into any other lease for storefronts in the Retail Area, which lease shall permit, as a principal business, the operation of a high-end, appointment only hair salon ("principal business" being defined as deriving more than twenty percent (20%) of its gross sales from men's or women's hair cutting, styling, coloring or other services offered by hair salons).

Tsunami Subs

Exclusive. Landlord agrees that it will enter into any other leases for storefronts in the Retail Area, which lease shall permit as a principal business the sale of submarine sandwiches (principal business being defined as deriving more than ten percent (10%) of its gross sales from said principal use).

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EXHIBIT H
GREEN LEASE RIDER

Whereas the parties share a fervent belief in and commitment to the benefits of environmental sustainability, including the positive impact of decreasing pollution and resource consumption, and ensuring cleaner air, water, and lands that contribute to healthier and more resilient communities both today and far into the future.

Whereas, as participants in the retail industry, the parties occupy a unique position to advance the interests of sustainability for the benefit of our shoppers, employees, communities, and the planet.

Whereas the parties recognize that governmental regulations may not adequately address the sustainability potential of the retail industry, and that the energies and creativity of private industry can outpace the requirements of law and offer another avenue to achieving a sustainable future for generations to come.

Therefore, in consideration of their shared sustainability values, and in recognition of the unique position of the retail industry to contribute to a sustainable future, the parties agree that that the following commercially reasonable terms are incorporated into the Lease and supersede any conflicting provisions in the Lease:

1. Trash; Recycling; Composting; Janitorial. Tenant shall comply with Landlord's recycling, composting, and waste management and diversion policies, if any, as part of Landlord's sustainability practices where it may be more stringent than applicable law, including, if applicable, Landlord's policy on separating types of materials, use of different containers, and use of Landlord authorized vendors.

2. Real Estate Taxes. "Real Estate Taxes" as defined in the Lease shall include environmental and carbon taxes, fees, charges and assessments levied against Landlord or the Shopping Center relating to the consumption of energy, water or generation of waste.

3. Operating Costs. "Operating Costs" as defined in the Lease shall include the cost of (a) maintaining and repairing utility efficiency upgrades and sustainability facilities (including, but not limited to, electric vehicle charging stations and sunshield canopies); (b) sustainability management systems, products and services (including, but not limited to, energy and water consulting and management services); (c) carbon or environmental credit or certificate trading or offset costs ensuring compliance by, or levies, charges or impositions made in lieu of or in absence of compliance by, the Shopping Center with greenhouse gas emission levels or energy consumption or conservation levels mandated by applicable law; (d) obtaining and maintaining accreditation, rating, or certification (including renewals of all of the foregoing) pursuant to any environmental sustainability or so-called "green building" certification program (such as, by way of example only, U.S. Environmental Protection Agency's ENERGY STAR rating and the U.S. Green Building Council's then-current version of the LEED Green Building Rating System), including, but not limited to, analysis, application, auditing, reporting and commissioning costs. To the extent any of the foregoing costs are considered capital expenditures, such costs shall be amortized over their respective useful life and only the yearly amortization amount included in yearly determination of Operating Costs.

4. Tenant's Share. For purposes of calculating "Tenant's Share" as defined in the Lease, space occupied in the Shopping Center for renewable energy generation and storage, electric vehicle charging stations, and other sustainability facilities shall be excluded from the denominator.

5. Utilities.

a. Landlord shall have the right to designate the supplier of any utility consumed in the Premises, provided that the cost of such utility is reasonably comparable to the rates charged by the local utility provider. Further, Landlord may elect to provide electricity to the Premises at no direct cost to Tenant, in consideration of an increase in Minimum Rent reasonably commensurate with the cost of such electricity, which increase shall be subject to Tenant's reasonable approval.

b. Without limiting the foregoing, Landlord reserves the right to require Tenant's participation in an Alternative Energy Program, provided that, in any such case, the cost of such utility is reasonably comparable to the rates charged by the local public utility provider. An "Alternative Energy Program" means a program pursuant to which alternative energy generated at the Shopping Center is transmitted to the local or regulated electric utility and/or to some or all occupants of the Shopping Center.

c. If Landlord elects to designate a utility provider in accordance with Section 5(a) above, Landlord reserves the right to require the installation of a submeter to measure utility consumption and Tenant agrees to purchase and pay for the same as Additional Rent at the then applicable rates charged by the local utility.

6. Sustainability Reporting. In order to assure compliance with Laws and/or to monitor or comply with Landlord's resource conservation goals, governmental requirements, and/or community "green building" initiatives, whether current or future, within thirty days after Landlord's written request, Tenant shall report to Landlord (in the form required by Landlord or, if applicable, a governmental authority) its waste generation and utility usage for the prior calendar quarter or for such shorter period as is required to comply with Law, including but not limited to: kilowatt hours of electricity, cubic feet of gas, gallons of water, and any other item of usage or waste creation that may be required by Landlord or any governmental authority. In addition, Tenant shall cooperate with Landlord's efforts to assure the Shopping Center's compliance with Law and/or Landlord's efforts to seek the Shopping Center's accreditation, rating, or certification (including renewals of all of the foregoing) pursuant to any environmental sustainability or so-called "green building" certification program (such as, by way of example only, U.S. Environmental Protection Agency's ENERGY STAR rating and the U.S. Green Building Council's then-current version of the LEED Green Building Rating System) by providing Landlord with information about Tenant's construction (such as building materials), occupancy (such as staffing levels and hours of operation) and operations (such as cleaning materials). Without limiting the foregoing, (a) Tenant agrees that Landlord may access Tenant's utility consumption data directly from the utility provider (and, upon Landlord's request, Tenant will cooperate as reasonably necessary to cause the utility provider to recognize the same), and/or (b) Landlord shall have the right (at its sole cost) to install a checkmeter or other device to measure the consumption of utilities at the Premises, and in either such case to share consumption data on an anonymous basis for internal and external sustainability reporting purposes.

7. Roof. Without limiting Landlord's rights under the Lease, Landlord shall have the right to install environmental sustainability facilities and improvements on the roof of the Shopping Center, including the Premises, without Tenant's consent, and in connection with the same, Landlord shall (a) ensure that the roof remains structurally sound and watertight and (b) shall use commercially reasonable efforts to minimize disruption to Tenant's use and enjoyment of the Premises. Such facilities and improvements may include, without limitation, rainwater collection and diversion systems, vegetative "green" roofs, power generation systems, power storage systems, high-reflection roofing materials, and apiaries.

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EXHIBIT I
MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum"), dated as of_____, 2025, by and between **1351 SOUTH FEDERAL (FL) OWNER LLC**, a Delaware limited liability company (hereinafter called "Landlord"), and **GGSS Delray LLC**, a Florida limited liability company (hereinafter called "Tenant").

WITNESSETH:

A. Landlord and Tenant have entered into that certain Lease dated_____, 2025 ("Lease") relating to certain leased premises ("Premises") located in the shopping center known as One Boynton, situated on certain real property in the City of Boynton Beach, County of Palm Beach, State of Florida, legally described on Exhibit A attached hereto.

B. Landlord and Tenant now wish to memorialize of record that existence of the Lease and certain specific terms of the same.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, Landlord and Tenant agree as follows:

1. Landlord and Tenant have entered into the Lease effective as of_____, 2025, to demise and let the Premises upon the terms and conditions more particularly set forth in the Lease.

2. The Lease Term shall be for an initial term of ten (10) years commencing on the Commencement Date, as such term is defined in the Lease.

3. The Lease contains the following provision: The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for alterations or improvements made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant represents to Landlord that any alterations or improvements that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any alterations or improvements which may be made by Tenant do not constitute the "pith of the lease" under applicable Florida case law.

4. Except as otherwise indicated herein, capitalized terms used in this Memorandum are defined as set forth in the Lease.

5. The sole purpose of this instrument is to give notice of said Lease and all of its terms, covenants, and conditions to the same extent as if said Lease were set forth herein.

6. This Memorandum of Lease is not intended to cover all the terms and conditions of the Lease and is not to be construed as restricting, enlarging, modifying or amending the Lease. Both Landlord and Tenant possess executed counterparts of the Lease to which reference is made for the exact terms, provisions and conditions.

7. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. In the event of any conflict between the terms and conditions of this instrument and the term and conditions of the Lease, it is agreed that the terms and conditions of the Lease shall control.

[Remainder of page intentionally blank/signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LANDLORD:
1351 SOUTH FEDERAL (FL) OWNER LLC, a Delaware limited liability company

By:_____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA }
} SS:
COUNTY OF PHILADELPHIA }

The foregoing Memorandum was acknowledged before me on_____, 2025, by _____, the Authorized Signatory of 1351 South Federal (FL) Owner LLC, a Delaware limited liability company, on behalf of the limited liability company.

_____
Notary Public

[Tenant Signature Page to Follow]

TENANT:
GGSS Delray LLC, a Florida Limited Liability Company

By:_____
Name: Sarah Smith
Title: Authorized Signor

STATE OF FLORIDA }
} SS:
COUNTY OF PALM BEACH }

The foregoing Memorandum was acknowledged before me on_____, 2025, by _____, the _____ of **GGSS Delray LLC**, a Florida limited liability company, on behalf of the limited liability company.

_____
Notary Public

This instrument was prepared by:
1351 South Federal (FL) Owner LLC

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EXHIBIT A
LEGAL DESCRIPTION

All of "Las Ventanas", according to the plat thereof, as recorded in Plat Book 110, at Pages 89 and 90 of the Public Records of Palm Beach County, Florida.

Said lands situate in the City of Boynton Beach, Palm Beach County, Florida and contain 14.762 acres (643,021 square feet), more or less.

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EXHIBIT J

FRANCHISOR ADDENDUM

ADDENDUM TO LEASE

This Addendum to Lease ("Addendum") is hereby made and entered into on 11/10/2025 ("Effective Date"), by and between 1351 SOUTH FEDERAL (FL) OWNER LLC, a Delaware limited liability company ("Landlord") and GGSS DELRAY LLC, a Florida limited liability company ("Tenant") and entered into by Tenant and Landlord concerning the Location at One Boynton, Boynton Beach, Florida (the "Lease").

To the extent that there is any inconsistency between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall govern and control. None of the provisions in this Addendum or any rights granted Franchisor hereunder, may be amended absent Franchisor's prior written consent.

Landlord and Tenant, intending that goGLOW Franchise, LLC, a Minnesota limited liability company (the "Franchisor") (and its successors and assigns) be a third-party beneficiary of this Addendum, hereby agree as follows:

1. Tenant will only use the leased Premises in connection with the operation of the Franchised Business governed by its franchise agreement with goGLOW Franchise, LLC ("Business");

2. Tenant may display within the interior of the Premises and the exterior signage of the Premises, the trademarks, service marks and other commercial symbols owned by Franchisor and used to identify the service and/or products offered at the Business, the Business design and image developed and owned by Franchisor, as it currently exists and as it may be revised and further developed by Franchisor from time to time, and certain associated logos in accordance with the specifications required by Franchisor's Manuals ("Proprietary Marks"), subject only to the provisions of applicable law and in accordance with provisions in the Lease; and Landlord and Tenant further agree that Franchisor has the right to enter the Premises upon two (2) business days' written notice to Landlord to make any modifications necessary to protect Franchisor's Proprietary Marks, subject only to the provisions of applicable law and in accordance with provisions in the Lease;

3. To allow Franchisee, upon written request from Franchisor, to provide Franchisor with a current copy of the Lease and any amendments;

4. To notify Franchisor in writing of, and upon the failure of Franchisee to cure, any default by Franchisee under the Lease, and also to provide Franchisor with the right to cure said default under the Lease within ten (10) days of being notified (but Franchisor is under no obligation to do so);

5. Upon the transfer, termination or expiration of the Franchise Agreement between Tenant and Franchisor, Tenant may assign this Lease or sublet the leased premises to Franchisor, its affiliate or any licensee or franchisee of Franchisors, with the prior written consent of, and upon fifteen (15) days' prior written notice to, Landlord, which consent of Landlord shall not be unreasonably withheld, conditioned or delayed provided Tenant and its guarantors are not released of liability under the Lease, there is no change in the use of the Premises and the assignee or sublessee, as applicable, otherwise meets Franchisor's then current requirements for franchisees. Within ten (10) days of such assignment or subletting, Tenant shall deliver a copy of the signed agreement reasonably satisfactory to Landlord evidencing the assignment and containing an express assumption and covenant binding the transferee to Tenant's obligations under the Lease;

6. Tenant shall not amend, assign, renew, or sublet the Lease without Franchisor's prior written approval; and

7. Unless and until otherwise changed by Franchisor, notice to Franchisor shall be sent as follows: goGLOW Franchise, LLC, 7493 France Avenue S., Edina, Minnesota 55435, Attn: Melanie Richards.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum to Lease as of the Effective Date.

LANDLORD:

1351 SOUTH FEDERAL (FL) OWNER LLC, a Delaware limited liability company

Signed by:
By: Kinsey Sale
F41977522E64A8...
Name: **Kinsey Sale**
Title: Authorized Signatory

TENANT:
GGSS Delray LLC, a Florida Limited Liability Company

Signed by:
By: _____
33012A381E0143E...
Name: Sarah Smith
Title: Authorized Signor

October 1, 2025 – September 30, 2026

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL PROPERTY IMPROVEMENT
GRANT PROGRAM

Program Rules and Regulations

The Commercial Property Improvement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "BBCRA") Area. The program is designed to provide financial assistance to new and existing businesses in the form of a reimbursable grant intended to reduce the initial costs associated with the design, repair, and rehabilitation of buildings or other improvements in accordance with the BBCRA Community Redevelopment Plan. Improvements paid for by the BBCRA must be permanent and stay with the building.

The BBCRA reserves the right to approve or deny any Commercial Property Improvement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the BBCRA Area.

For purposes of this application, the term "new business" means a company in operation for less than one year or relocating to Boynton Beach. The term "existing business" means a company that has been in operation within the BBCRA Area for one year or more at the time of application and has at least two years remaining on its existing lease at the time of Board approval. The term "project" means the eligible exterior or interior improvement project for which the applicant seeks reimbursement.

The BBCRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s)

Initials _____

may be produced the BBCRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Incentive Funding

The Commercial Property Improvement Grant Program offers financial assistance to the commercial property owner or business owner in the form of a reimbursable, matching grant for 50% of eligible expenses, up to $50,000, associated with the construction or renovation of the exterior and interior elements of the commercial operating space. The applicant may also receive financial assistance for eligible design expenses associated with the project's architectural, electrical, mechanical, civil, and/or plumbing plans. Applicants are encouraged to take advantage of the City of Boynton Beach's PACE Program to help defer the cost of installing energy efficient items. Information regarding the PACE Program is available online at: https://www.boynton-beach.org/green-business/pace-business or by contacting the City of Boynton Beach at (561) 742-6494.

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at careersourcepbc.com.

Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding:

- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the BBCRA Area (see attached map).
- Must provide proof that the commercial business is properly licensed by all necessary levels of government and professional associations or agencies (copies of City and County licenses or receipts that the licenses have been applied for).
- Improvements to non-profit and residentially zoned properties are NOT eligible expenses.

Initials

- Applicant must have an executed multi-year lease with at least two years remaining on the lease at the time of BBCRA Board approval.
- Proposed leases must be executed within 30 days of BBCRA Board approval or the grant award is terminated.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the BBCRA. A copy of the consumer report will be provided to the applicant upon request. Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- All work must be done in compliance with applicable City of Boynton Beach Building Codes and Land Development Regulations. All contractors must be licensed as required to work in Boynton Beach and/or Palm Beach County. For any projects valued more than $250,000 (based on the project's construction value as it appears on the Palm Beach County-Wide/Municipal Building Permit Application Form submitted to the City of Boynton Beach), preference will be given to projects that will use contractors with an office in Palm Beach County. Please contact the City of Boynton Beach Development Department regarding the proposed work to be performed prior to submitting a grant application.
- Grant funding amounts will be based on the applicant's project budget, specified at the time of the BBCRA Board approval, plus an added 20% contingency funding amount (for a total not to exceed the maximum eligible grant amount).
- Grant funds will be reimbursed exclusively for approved work and approved change orders.
- The Commercial Property Improvement Grant Program may only be used one time in any five-year period for any one property. Entities hoping to improve properties that were previously improved using a BBCRA improvement grant may apply for additional grants any time after five years from previous grant approval. However, Tier II commercial property owners may apply for grant funding for eligible exterior improvements, which will not affect the eligibility of the lessee business entities to apply for grant funding for eligible interior improvements.
- In order to qualify for the grant, the subject property may not have any outstanding City of Boynton Beach liens at the time the applicant seeks reimbursement. To ensure that the property does not have any outstanding liens, violations or monies owed for utilities, the BBCRA will perform a lien search on the property at a cost of $140.00, which will be deducted from any grant funding awarded to the recipient. In the event that there is an outstanding lien against the property, the grant will not be awarded until the complete satisfaction of the lien.

Initials____

- In order to receive the full amount of any awarded grant, the property owner or tenant must complete the project, obtain a Certificate of Occupancy/Completion from the City of Boynton Beach, and submit for reimbursement within 180 days of the issuance date of the permit for the project. (As further described below, applicants may request reimbursement for up to 50% of their grant award prior to completion of the project.) If BBCRA Board approves grant funding and the work being performed does not require a permit, the Certificate of Completion (or equivalent) and application for reimbursement must be within 180 days of the grant award. Failure to complete the improvements within the specified time frame will result in termination of the grant award, at which point the BBCRA will no longer make payments for any reimbursement requests, regardless of whether the request was submitted prior to the termination of the grant. Only one 90-day administrative extension will be permitted, and the BBCRA has the sole and absolute discretion to grant or deny such extension.
- Project items completed and paid for by the applicant more than 60 days prior to grant approval by the BBCRA Board are not eligible for reimbursement under the grant program. A complete application must be received within 60 days of payment in order for an expense to be eligible for reimbursement. Once a complete application is received, the application will be placed on the next available agenda for review and potential approval.
- Grant funding may not be used for design fees alone. Grant funding for design fees will only be awarded when the grant funding will also be used for physical property improvements. Conversely, grant funding may be awarded for physical property improvements even if no funding for design funding is requested. The BBCRA may elect to fund only physical property improvements even if design funding is requested.
- BBCRA Board approval of this grant results only in funding. Approval of BBCRA grant funding is NOT approval of any type of City processes including, but not limited to, permits and site plan modification. Applicants must apply for permits and site plan modification through the appropriate departments at the City. Permitting and site plan modification reviews are required for all commercial projects. It is the responsibility of the applicant to obtain all necessary City approvals.
- Grantees shall allow the BBCRA the rights and use of photos and project application materials.
- The BBCRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County.

Initials 

- Anti-Human Trafficking. Prior to the execution of this Agreement, or any renewal and/or extension thereto, the Grantee 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.

Projects and items eligible for funding under this grant program are limited to:

- Structural walls
- Grease trap installation
- Electrical systems, including exterior and interior lighting
- Landscaping and irrigation within the project site
- Awnings
- Fencing (excluding chain link, barbed wire, and wood panels)
- Electric vehicle charging stations
- Hood & fire suppression
- Design fees associated with architectural, electrical, civil, plumbing and mechanical site plans
- Plumbing
- HVAC system
- Patio decks connected to the building
- Doors/windows
- Parking lot re-paving, re-sealing, and/or restriping
- Painting
- Demolition of structure and re-sodding of vacant property
- Solar electricity and water heating
- Signage
- Permit fees for eligible property improvements included as part of the licensed contractor's contract/invoice
- Flooring
- ADA Improvements
- Roofing (Not to exceed 50% of total grant award)
- Security cameras/system** (not including security personnel)

**** Notwithstanding the limitation that grants may only be used once every five years for any one property, previous grant recipients that received less than the maximum amount of grant funding from Commercial Property Improvement Grants or Economic Development Grants are eligible to reapply to receive 50% matching reimbursable funding in an amount not to exceed $3,000 for the installation of new security cameras/systems.

Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Property Improvement Grant Program:

Initials

- Massage/Personal Services
- Firearm Sales/Shooting Ranges
- Religion- Affiliated Retail Stores
- Non-profit Organizations
- Adult Gambling Arcades
- Check Cashing Stores
- Adult Entertainment
- Political offices, campaign headquarters, or other businesses focused on politics or political operations
- Medical Research Centers/Housing
- Massage/Personal Services
- Churches/places of worships
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Vapor/E-Cigarette Stores
- CBD Retail Stores
- Any other use that the BBCRA staff or BBCRA Board determine will not support the redevelopment of the BBCRA Area

Grant Terms and Conditions

This grant is divided into three tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding. All reimbursement checks from the BBCRA to the successful applicant will be made out to the applicant (the business entity).

Grant funding amounts will be based on the applicant's project budget specified at the time of BBCRA Board approval, plus an added 20% for contingency funding, the total of which may not exceed the maximum amount of grant funding for which the project is eligible.

Tier One Business

Tier One Businesses are eligible for reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $50,000 in grant funding.

Tier One Businesses must be one of the following types of business:

- Restaurant
- Gourmet Food Market
- Bakery/Coffee Shop
- Hotels/Motels/Bed and Breakfast (the Board will grant no more than four approvals in this category per fiscal year; short term vacation rentals are not eligible)

Initials

Tier Two Business

Tier Two Businesses are eligible for reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $25,000 in grant funding.

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

- Professional Offices (real estate, law, architect, accountant, insurance, marketing etc.)
- Medical Offices (dentists, primary care, counseling, etc.)
- Laundry/Dry Cleaner facility
- Retail (clothing, art, accessories)
- Fitness Centers
- Specialty Businesses (daycare, ice-cream shop, pet grooming, event planning)
- Tattoo Parlor/Body Piercing/Art Shop (no more than two approvals per fiscal year)
- Take-Out Restaurants
- Services (lockshops, appliance repair, etc.)
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Florists (no more than 2 approvals per fiscal year)
- Industrial Uses/Art District
- Auto Services Facilities – repair, storage, sales, etc.
- Commercial property with multiple tenants seeking only façade improvements

Tier Three Business (Tier Three Businesses will receive no more than two approvals per fiscal year and improvements must be for commercial façade or security improvements).

Tier Three Businesses are subject to BBCRA Board for review and approval. Tier Three Businesses eligible for reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $15,000 in grant funding.

Tier Three Businesses must be one of the following types of businesses:

- Kava Tea Bar
- Convenience Stores
- Pawn Shops
- Liquor Store
- Laundry/Dry Cleaner facility

Initials_____

Tier One & Tier Two Businesses Grant Funding for Design Fees

Tier One and Tier Two businesses are eligible to apply for funding assistance related to the design fees for architectural, electrical, civil mechanical and/or plumbing improvements. These design fees shall be for eligible property improvements as defined on page 5 of this grant application. Applicants are eligible to receive reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $10,000 for the design expenses associated with the project's architectural, electrical, mechanical, civil, and/or plumbing plans. If the design fees were paid for prior to BBCRA Board approval, the applicant may request 50% reimbursement for design fees if the final payments were made no more than 180 days prior to Board approval.

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on lease at the time of Board approval. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;
- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

Application Process

Applications can be submitted online at www.boytonbeachcra.com. All applicants are required to meet with BBCRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the BBCRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Initials_____

Applicants may submit complete applications via email or mail hard copies of the application with all materials to the BBCRA for review and approval by the BBCRA Board, however online submissions are preferred. Applicants will be considered on a first-come, first-serve basis. Application packets must include the following documentation:

1. A non-refundable fee of $100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Provide 2-3 sentence mission statement for the applying business entity. If the applicant is a commercial property owner, provide a brief history of the property and the current tenants of the space. This will be used as a way to introduce your business to the BBCRA Board.
3. Cost estimate(s) from a licensed contractor(s) as specified in the applicant's project budget. It must list all project costs for which the applicant is requesting reimbursement. The project budget must provide a total cost of the project.
4. If design funding is requested, cost estimate(s) from a qualified licensed design professional. The cost estimate must include: scope of work, the business name and business address of project, and the license number of the design professional.
5. Copy of design and construction plans associated with the proposed improvements.
6. Copy of building permit receipt/application. If the permit has not been applied for prior to submission of the grant application, a copy of the building permit receipt is due within 120 days of grant approval, or the grant award may be terminated. Applicants may apply for one 60-day administrative extension to meet this requirement, and the BBCRA has the sole and absolute discretion to grant or deny such extension. Any extension granted under this paragraph is for this requirement only and does not extend any other deadline related to the grant.
7. Resume for each principal/owner of the business.
8. Copy of the corporate documents for the applying business entity.
9. Copy of executed multi-year commercial lease agreement.
10. Copy of Warranty Deed.
11. Two years of corporate tax returns (for existing businesses only).
12. Two years of personal tax returns for the principal/owners of a new business (if no corporate tax returns).
13. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.

Initials_____

14. A minimum of four color digital “before” photos of the exterior and interior portions of the project.
15. Initialed and signed Program Rules & Regulations (pages 1-16).
16. Authorization to perform credit check for the business and each principal/owner of the business.
17. W9 Form and Grant Intake Form.
18. City Planning and Development Department Acknowledgement Form.
19. City Permit Department Acknowledgement Form.

The above referenced City Forms (line 18 and 19) must be completed and submitted to the appropriate departments, which are located at City Hall, 100 East Ocean Avenue, Building Department, Boynton Beach, FL 33435. Phone (561) 742–6350.

Approval of Funding Request

All required documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. BBCRA staff will review the application to evaluate whether the project is eligible for reimbursement. If it meets these requirements, BBCRA staff will present the funding request to the BBCRA Board for review and potential approval.

The BBCRA Board meets on the second Tuesday of each month at the Commission Chambers located in City Hall at 100 East Ocean Avenue, Boynton Beach, FL 33435. The schedule for BBCRA Board meetings can be obtained at www.boyntonbeachcra.com. Applicants will be notified of the date and time that their applications will be considered by the BBCRA Board.

The BBCRA recommends that applicants attend the BBCRA Board meeting during which the Board will consider their applications in order to answer any questions the BBCRA Board may have regarding their applications. BBCRA staff will notify the applicant of the BBCRA Board’s approval or denial in writing.

Site Visits

BBCRA may conduct a site visit prior to transmitting the application to the BBCRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during, and after the project in order to determine and ensure compliance with the terms of the grant.

Initials

Procedures for Design Reimbursement

This portion of the program is designed to reimburse applicants for design fees associated with the property improvements provided for in this grant. Funds must be paid to qualified design professionals licensed by the State of Florida in order to be eligible for reimbursement. Funds paid to licensed design professionals acting as subcontractors are also eligible for reimbursement.

The reimbursement request shall be summarized in a report and accompanied by the following documentation for the completed design work:

1. Copy of contract/scope of work with design professional.
2. Paid invoice describing work completed.
3. Copy of final design plans (pdf copy preferred).
4. Proof of payment(s) totaling contract amount, Payments in cash and/or cryptocurrency are not eligible for reimbursement.
    a. Each item must be supported by a cancelled check showing the face of the check, as well as the back of the cancelled check. The only forms of cash payments that are acceptable as evidence of payments are cashier's checks and bank transfers. A copy of the cashier's check to the payee must be provided as proof of payment. If payment is being made by a bank transfer, a copy of the statement from both payer and payee showing the transaction and/or copy of the email/text verification from both parties.
    b. Electronic payments must be in the name of the applicant and show the transaction date, amount, account name and recipient of payment.
5. Proof of permit application for (or including) item designed.

Procedures for Property Improvement Reimbursement

This portion of the program is designed as a matching 50% reimbursable grant. All work for which reimbursement is sought must be completed and paid for by the applicant prior to the release of BBCRA funds. The applicant may request reimbursement for partial payments throughout the project for up to 50% of grant award. The remaining 50% of grant funding will be held until the project is completed according to the City of Boynton Beach Building Department, and if applicable, a certificate of occupancy has been issued, at which point the applicant may submit a final reimbursement request. The BBCRA will provide reimbursement to the applicant upon submittal of a complete reimbursement request package.

Initials_____

All reimbursement requests and supporting documents must be submitted to the BBCRA (3) days prior to the grant expiration date. The BBCRA may refuse to issue grant funding if the submission is not received by the specified time.

Once the work is completed the reimbursement request shall be summarized in a report and accompanied by the following documentation:

1. Invoices, receipts or other acceptable evidence of payment from suppliers and licensed contractor(s) that have been marked “paid in full.” Proposals for “work to be completed” or “bids” are not considered proper documentation. Payments in cash and/or cryptocurrency are not eligible for reimbursement.
    a. Each item must be supported by a cancelled check showing the face of the check, as well as the back of the cancelled check. The only forms of cash payments that are acceptable as evidence of payments are cashier’s checks and bank transfers. A copy of the cashier’s check to the payee must be provided as proof of payment. If payment is being made by a bank transfer, a copy of the statement from both payer and payee showing the transaction and/or copy of the email/text verification from both parties.
    b. Electronic payments must be in the name of the applicant and show the transaction date, amount, account name and recipient of payment.
2. Copy of City of Boynton Beach and Palm Beach County licenses (Business Tax Receipt).
3. For partial reimbursement requests, a Partial Release of Lien from licensed contractors must be submitted.
4. For the final reimbursement request, the following must also be submitted:
    a. A “final release of lien” signed by each licensed contractor(s). See attached Sample of a Final Release of Lien form.
5. A minimum of 4 color digital “after” photos of the project.
6. A copy of the Certificate of Occupancy/Completion.
7. All in project costs to open or renovate the business for reporting of public to private dollar match.

By submitting the final reimbursement request, the applicant warrants that all bills for which applicant is directly responsible related to the project are paid in full including, but not limited to, all contractors, labor, materials, related fees and permits.

Grantees may not submit work improvements for reimbursement that have been used as part of a reimbursement request for any other grant program offered by the BBCRA, City of Boynton Beach, Palm Beach County or the State of Florida. The Commercial Property

Initials

Improvement Grant Program will only reimburse applicants for new expenditures that have not been submitted to other grant programs for reimbursement.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including parties that performed work on the project and landlords. Nor shall issuance of a grant result in any obligation on the part of the BBCRA to any third party. The BBCRA is not required to verify that entities that have contracted with the applicant have been paid in full, or that such entities have paid any subcontractors in full. Applicant's warranty that all bills related to the Project for which the applicant is directly responsible have been paid is sufficient assurance for the BBCRA to award grant funding.

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Commercial Property Improvement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized to the maximum extent permitted by law for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Property Improvement Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community

Initials _____

Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer in furtherance of the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the BBCRA to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the BBCRA or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

Business Information:

Business Name (and d/b/a if applicable): GGSS Delray LLC, DBA goGLOW Boynton Beach

Boynton Beach Business Address: 1501 S Federal Highway

Boynton Beach, FL 33435

Applicant Contact Phone Number: 941-400-4931

Initials

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. _____ 04/08/2026
Principal/Owner's Signature Date
Sarah Smith Owner/Area Developer
Printed Name Title

2. _____
Principal/Owner's Signature Date
_____
Printed Name Title

3. _____
Principal/Owner's Signature Date
_____
Printed Name Title

4. _____
Principal/Owner's Signature Date
_____
Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida
COUNTY OF Lake

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Scott Skokan, who is/are personally known to me or produced Florida Drivers License as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 21st day of April, 20 26.

ROBIN DANA ELLERBY
Notary Public - State of Florida
Commission # HH 296747
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

NOTARY PUBLIC
My Commission Expires:
Nov 29th, 2026

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

LANDLORD INFORMATION

LANDLORD SIGNATURES: By signing below, Landlord consents to the submittal of this application and understands that approval of the application may fund physical alterations to the property. Landlord understands that approval of this application does not grant Landlord any rights whatsoever, and specifically understands that approval of this application by the BBCRA does not entitle Landlord to seek payment or other recourse from the BBCRA.

1. Scott Skokan 04/21/2026
Landlord's Signature Date

Printed Name Title

2. _____
Landlord's Signature Date

Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida
COUNTY OF Lake

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Scott Skokan, who is/are personally known to me or produced Florida Drivers License as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 21st day of April, 2026.

ROBIN DANA ELLERBY
Notary Public - State of Florida
Commission # HH 296747
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

NOTARY PUBLIC
My Commission Expires: NOV. 29th, 2026

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Business Information

Application	Commercial Property Improvement Grant Application
Status	Awaiting Decision
Business Name	goGLOW Boynton Beach
Contact Legal Name	Sarah Smith
Email	sarah.smith@goglow.co
Address	1501 South Federal Highway, Boynton Beach, Florida 33435, United States
Phone	561-374-0016
Website	http://goglow.co/boynton-beach
Special Requests	
Submitted Time	Apr 15, 2026 12:14 pm
Tags	

Additional Information

Boynton Beach Business Address:

1501 S Federal Highway, Boynton Beach, FL 33435

Provide a list of all principal owners listed on the corporate documents

Sarah Smith, 20 NE 16th Court, Delray Beach, FL 33444 941-400-4931 sarah.smith@goglow.co

Business Mission Statement

goGLOW Boynton Beach is dedicated to helping our community look and feel their best through safe, all-natural sunless tanning solutions that promote confidence and whole skin health. We strive to deliver a luxury, personalized experience while fostering meaningful local partnerships and supporting the vibrant Boynton Beach community. Our mission is to redefine beauty standards by offering a healthy alternative to traditional tanning in an inclusive, empowering environment.

Are you an existing business in Boynton Beach?

No

Numbers of years in existence

0

Are you a new business in Boynton Beach?

Yes

Description of your business

goGLOW Boynton Beach is a modern, luxury sunless tanning studio focused on providing safe, high-quality alternatives to traditional UV tanning. We specialize in custom airbrush spray tans using proprietary, skin-nourishing formulas that are vegan, cruelty-free, and made in the USA. Each service is tailored to the individual client's skin tone and desired result, delivering a natural, streak-free glow in a clean, professional environment. In addition to single-session spray tans, goGLOW offers flexible membership packages designed to make routine self-care accessible and affordable for clients. Our services cater to a wide range of customers, including busy professionals, parents, brides, event attendees, and individuals seeking a healthy, confidence-boosting beauty solution. Beyond our core services, we also provide a curated selection of retail products that extend and enhance results, including pre- and post-tan skincare. Our business model emphasizes convenience, consistency, and an elevated customer experience, supported by trained technicians and a strong focus on client education.

Type of Business

Tier II

Base Rent (include CAM if applicable)

5,939.97/mo

Square Footage of Current Location

N/A

Square Footage of New Location

1239

Number of Employees & Job Descriptions

I. List of jobs to be created a. Manager – 0 or 1 position (full time) b. Lead Spraytan Specialist – 2 positions (full time) c. Spraytan Specialist – 4–7 positions (part time) i. Total hires will be 7–10 positions (15–18 possibly during busy season - March to June) II. Pay range a. Manager – $70,000 to 80,000 per year b. Lead Spraytan Specialist – $16/hr-$18/hr plus tips and % off retail, potential for healthcare reimbursement (national average is $30–$35/hour with tips) c. Spraytan Specialist – $15/hr - $17/hr plus tips and % off retail, potential for healthcare reimbursement (national average is $30–$35/hour with tips)

Hours of Operation

Hours of Operation: Sunday 10 AM–6 PM Monday 9 AM–9 PM Tuesday 9 AM–9 PM Wednesday 9 AM–10 PM Thursday 9 AM–10 PM Friday 9 AM–9 PM Saturday 10 AM–6 PM

Are you applying for grant assitance under any other program offered by the BBCRA?

Commercial Rent Reimbursement Grant Program

Are you applying for grant assistance under any other governmental agencies?

N/A

Landlord Contact Information

1351 South Federal (FL) Owner LLC c/o LivCor 233 South Walker Drive, Suite 4700 Chicago, IL 60606 Attention: Matthew Neufeld Phone: 312-466-3400

In the following sections, please upload the requested documents. If more than one file is needed in a response to an individual prompt, go to "Choose Files," select multiple files at the same time in order for them to upload.

I understand

Upload resumes for each principal/owner listed on corporate documents here:

File uploaded

Upload a copy of the lease here:

File uploaded

Upload a copy of the corporate documents here:

File uploaded

Upload two years of corporate tax returns here:

File uploaded

Upload City of Boynton Beach Business Tax Receipt here:

(No response submitted)

Upload Palm Beach County Business Tax Receipt here:

(No response submitted)

Upload Credit Check Authorization Form here:

File uploaded

Upload Business w9 here:

File uploaded

Upload Grant Intake Form here:

File uploaded

Upload Signed "Program Rules and Regulations" here:

File uploaded

List of improvements seeking reimbursement for:

DIVISION 15 - MECHANICAL $ 95,948 (Total) Plumbing $ 43,546 Plumbing - Water Heater Support Shelf $ 1,422 HVAC $ 46,120 Sprinkler $ 4,860 DIVISION 16 - ELECTRICAL $ 57,200 (Total) Electrical

Requested grant amount for design fees:

10,000

Requested grant amount for eligible property improvments:

25,000

Upload cost estimates from a licensed contractor(s) here:

File uploaded

If design funding is requested, upload the cost estimate(s) from a qualified licensed design professional here:

File uploaded

Upload a copy of design and construction plans associated with the proposed improvements here:

File uploaded

Upload a copy of the building permit application here:

File uploaded

Upload the "City Acknowledgement" Forms here:

File uploaded

Upload Notarized "Anti-Human Trafficking Affidavit" here:

File uploaded

I understand that submission of an application is not a guarantee of grant funding or Board approval. Any "approval" notifications sent through Eventeny are purely administrative. Final approval will occur at the next available Board Meeting.

Sarah Smith

How would you like to pay your application fee?

Mail a check to the BBCRA Office

Prices

Application Fee

Quantity - 1 | Total - $100.00

Pictures















Reset

Select Language

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Search by Address, Owner, or PCN

Return

Property Info | Layers | Tools & Reports | Help

View Property Record | Print

OWNERS

1351 SOUTH FEDERAL FL OWNER LLC

PROPERTY DETAIL

LOCATION
1331 S FEDERAL HWY 102

MUNICIPALITY
BOYNTON BEACH

PARCEL NO.
08-43-45-28-45-001-0000

SUBDIVISION
LAS VENTANAS

BOOK/PAGE
32839/90

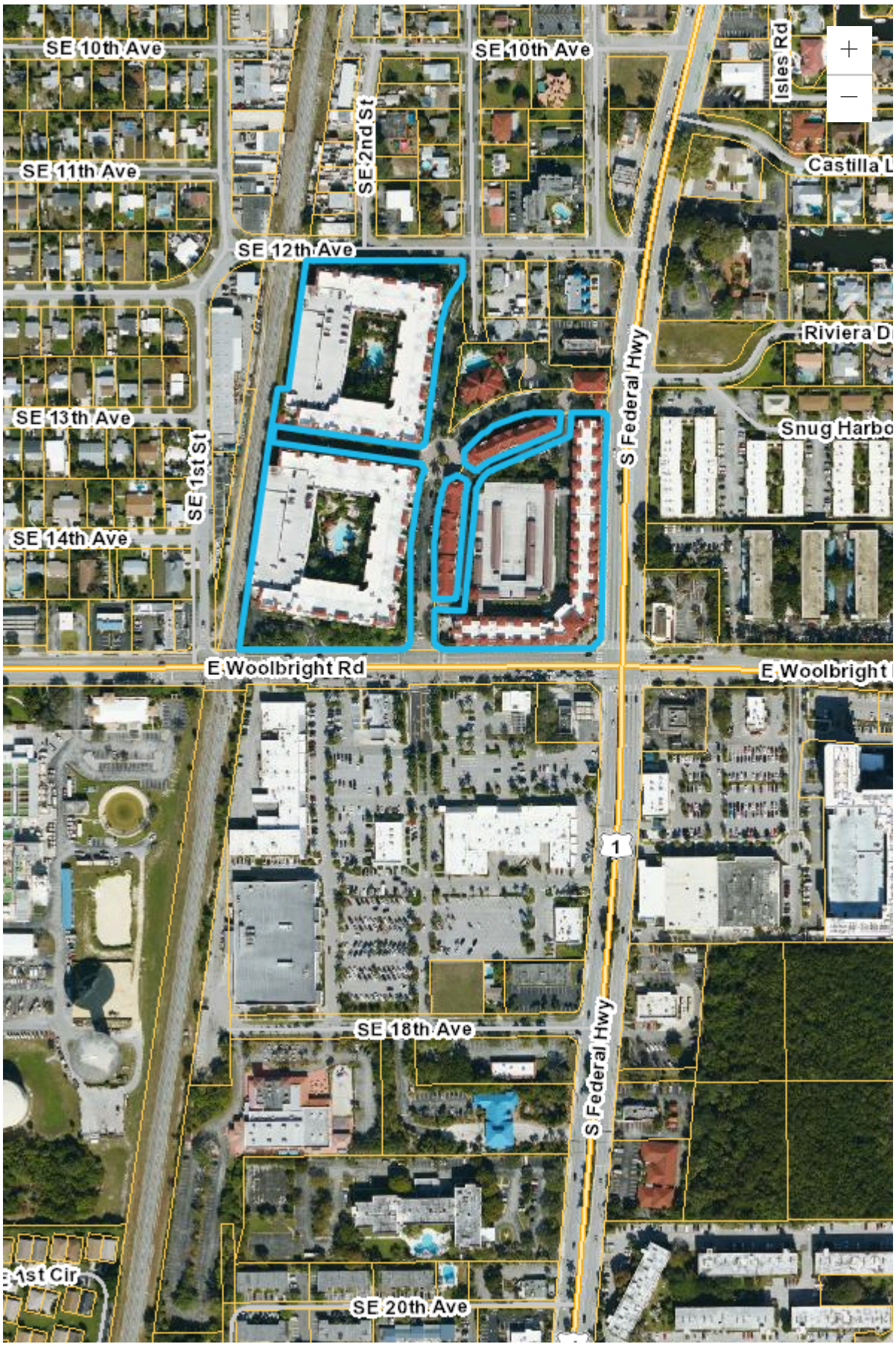
SALE DATE
08/25/2021

MAILING ADDRESS
PO BOX A3878
CHICAGO IL 60690 3878

USE TYPE
0300 - MULTIFAMILY 10 UNITS OR MORE

TOTAL SQUARE FEET
822044

SALES INFORMATION



Project Cost Summary

TIDAL CONSTRUCTION GROUP

PROJECT:	GO GLOW
DATE:	2/27/2026
OWNER:	GO GLOW
ARCHITECT:	REPRISE ARCHITECTURE

		Gross Sq. Ft.	
		1,245	
DESCRIPTION		SUITE	DIV.TOTALS
DIVISION 1 - GENERAL REQUIREMENTS			**$ 90,913**
General Conditions		$ 83,131	
General Requirements		$ 4,782	
Allowance #1	Trash Pulls	$ 1,500	
Allowance #2	Progress & Final Clean	$ 1,500	
DIVISION 2 - DEMOLITION			**$ 3,950**
Temp Protection		$ 1,362	
Temp Fencing		NIC	
Pedestrian/Safety Walkways at Sidewalks		NIC	
Demolition - Saw Cut for Underground Trenches		$ 2,588	
DIVISION 3 - STRUCTURE			**$ 6,553**
Concrete - Slab Pour at Leave-Out & Trenches		$ 5,409	
GPR/Xray		$ 1,144	
DIVISION 6 - CARPENTRY			**$ 11,567**
Rough Carpentry		$ 1,209	
Millwork - Install Only	Owner Provided	$ 7,350	
Crown Moldings		$ 3,008	
Solid Surface		N/A	
DIVISION 7 - MOISTURE PROT.			**$ 6,132**
Waterproofing & Dampproofing		ETR	
Roofing		$ 4,211	
Fire Caulking		$ 1,644	
Caulking		$ 277	
DIVISION 8 - DOORS,WINDOWS AND HARDWARE			**$ 14,862**
Door & Hardware Supplier		$ 14,862	
Storefront & Glazing		ETR	

Project Cost Summary

PROJECT:	**GO GLOW**
DATE:	**2/27/2026**
OWNER:	**GO GLOW**
ARCHITECT:	**REPRISE ARCHITECTURE**

			Gross Sq. Ft.	
			1,245	
DESCRIPTION			**SUITE**	**DIV.TOTALS**
DIVISION 9 - FINISHES				**$ 57,745**
Drywall Subcontractor			$ 26,076	
Acoustical Ceilings			$ 7,621	
Tile Finishes			$ 4,555	
Resilient Flooring			$ 7,875	
Painting			$ 10,242	
Floor Sealing			$ 481	
FRP Panels			$ 895	
DIVISION 10 - SPECIALTIES				**$ 5,448**
Toilet Accessories			$ 2,311	
Install Owner Furnished Miscellaneous			$ 2,298	
Fire Extinguisher & Cabinet			$ 147	
Interior Signage			$ 692	
Knox Box			ETR	
Exterior Signage	By Owner		NIC	
DIVISION 12 - FURNISHINGS				**$ 1,027**
Blinds & Shades			NIC	
Window Film			$ 1,027	
DIVISION 15 - MECHANICAL				**$ 95,948**
Plumbing			$ 43,546	
Plumbing - Water Heater Support Shelf			$ 1,422	
HVAC			$ 46,120	
Sprinkler			$ 4,860	
DIVISION 16 - ELECTRICAL				**$ 57,200**
Electrical			$ 39,249	
Electrical - Light Fixtures Purchase			$ 13,222	
Security System	By Owner		NIC	
Communications/Low Voltage	By Owner		NIC	
Fire Alarm			$ 4,729	
Subtotal			$ 351,345	
Contractor Insurance		1.50%	$ 5,270	
Tech Fees		0.33%	$ 1,177	
Fee		5.00%	$ 17,890	
Contingency		0.50%	$ 1,878	
TOTAL			**$ 377,560**	

BERENDS
CONSTRUCTION

goGLOW – Sarah Smith
One Boynton
1501 South Federal Highway
Boynton Beach, FL. 33435

Architect of Record – Corey Allan Englund – AR102780
Engineer of Record (Mechanical & Plumbing) – Michael Webert – 65221
Engineer of Record (Electrical) – Matthew Fults - 65222

Pre Construction Phase Services

Site Investigation / Feasibility Report / Preliminary Design **$2,000**

- Identify permit review process & requirements
- Applicable code identification and review
- Preliminary Floor Plan
- Up to (2) design iterations included

Architectural Services **$9,000**

- Contract documents necessary for the purpose of obtaining municipal approvals, bidding, and construction of the proposed property
- Documents shall be site specific in nature and based on existing prototype design standards package
- Anticipated scope is limited to the Interior of the space
- Construction Administration via phone/email
- Site specific requirements such as modifications to shell building, site related documentation/improvements (handicap parking/path of travel), service yard/utility service modifications, sign packages, and design presentation packages when required buy local authorities or Landlords are NOT included.
- It is assumed that MEP is design build, MEP Engineering is NOT included
- It is assumed that Structural Engineering is NOT included

Mechanical, Electrical, Plumbing Engineering Services **$6,000**

- Engineered Contract documents necessary for the purpose of obtaining municipal approvals, bidding, and construction of the proposed property
- Documents shall be site specific
- HVAC: Existing Equipment to be reused with designed air distribution
- Plumbing: Domestic water, Sanitary restrooms and Break Room
- Electrical: Power and Outlets per code, including spray equipment requirements, and to support building functions
- Lighting: Coordinated with Franchise Owner and Architect

BERENDS
CONSTRUCTION

Permitting **$3,250**

- Apply / Submit for Building, Fire, Health Departments, and Landlord Approvals
- Does NOT include any Permit Fees

Total $20,250

Entitlement Services *(The need for this shall be identified during Site Investigation)* **TBD**

- Variances
- Conditional Use
- City Discretionary review process
- Change of Use
- Etc.

Other Services / Reimbursable Expenses: **Cost Plus 10%**

- Some projects may require (1) site visit at Construction completion to verify brand standards and establishment of punch list.
- SBA Lender document coordination
- Modifications to prototype design/color/materials
- Site Plan and Exterior accessibility plans
- Building Exterior design / coordination
- Structural Engineering
- Utility coordination and setup by Franchise Owner
- Any association in any way with Hazardous materials

Betterment: If, due to the Construction Manager, Architect, and or Engineer's error, any required item or component of the project is omitted from the construction documents, the identified person(s) shall not be responsible for paying the cost to add such item or component to the project, to the extent that such item or component would have been otherwise necessary to the project or otherwise add value or betterment to the project. In no event will the person(s) be responsible for any cost or expense that provided betterment, upgrade, or enhancement of the project.

Hourly Rate Schedule

Principal	$130
Senior Construction Manager	$125
Construction Manager	$110
Administrative	$80
Architect Sr. Proj. Manager	$150
Architect Project Manager	$135
Architectural Draftsperson	$95

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

October 1, 2025 – September 30, 2026

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

Program Rules and Regulations

The Commercial Property Improvement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "BBCRA") Area. The program is designed to provide financial assistance to new and existing businesses in the form of a reimbursable grant intended to reduce the initial costs associated with the design, repair, and rehabilitation of buildings or other improvements in accordance with the BBCRA Community Redevelopment Plan. Improvements paid for by the BBCRA must be permanent and stay with the building.

The BBCRA reserves the right to approve or deny any Commercial Property Improvement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the BBCRA Area.

For purposes of this application, the term "new business" means a company in operation for less than one year or relocating to Boynton Beach. The term "existing business" means a company that has been in operation within the BBCRA Area for one year or more at the time of application and has at least two years remaining on its existing lease at the time of Board approval. The term "project" means the eligible exterior or interior improvement project for which the applicant seeks reimbursement.

The BBCRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s)

Initials _____

may be produced the BBCRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Incentive Funding

The Commercial Property Improvement Grant Program offers financial assistance to the commercial property owner or business owner in the form of a reimbursable, matching grant for 50% of eligible expenses, up to $50,000, associated with the construction or renovation of the exterior and interior elements of the commercial operating space. The applicant may also receive financial assistance for eligible design expenses associated with the project's architectural, electrical, mechanical, civil, and/or plumbing plans. Applicants are encouraged to take advantage of the City of Boynton Beach's PACE Program to help defer the cost of installing energy efficient items. Information regarding the PACE Program is available online at: https://www.boynton-beach.org/green-business/pace-business or by contacting the City of Boynton Beach at (561) 742-6494.

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at careersourcepbc.com.

Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding:

- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the BBCRA Area (see attached map).
- Must provide proof that the commercial business is properly licensed by all necessary levels of government and professional associations or agencies (copies of City and County licenses or receipts that the licenses have been applied for).
- Improvements to non-profit and residentially zoned properties are NOT eligible expenses.

Initials _____

- Applicant must have an executed multi-year lease with at least two years remaining on the lease at the time of BBCRA Board approval.
- Proposed leases must be executed within 30 days of BBCRA Board approval or the grant award is terminated.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the BBCRA. A copy of the consumer report will be provided to the applicant upon request. Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- All work must be done in compliance with applicable City of Boynton Beach Building Codes and Land Development Regulations. All contractors must be licensed as required to work in Boynton Beach and/or Palm Beach County. For any projects valued more than $250,000 (based on the project's construction value as it appears on the Palm Beach County-Wide/Municipal Building Permit Application Form submitted to the City of Boynton Beach), preference will be given to projects that will use contractors with an office in Palm Beach County. Please contact the City of Boynton Beach Development Department regarding the proposed work to be performed prior to submitting a grant application.
- Grant funding amounts will be based on the applicant's project budget, specified at the time of the BBCRA Board approval, plus an added 20% contingency funding amount (for a total not to exceed the maximum eligible grant amount).
- Grant funds will be reimbursed exclusively for approved work and approved change orders.
- The Commercial Property Improvement Grant Program may only be used one time in any five-year period for any one property. Entities hoping to improve properties that were previously improved using a BBCRA improvement grant may apply for additional grants any time after five years from previous grant approval. However, Tier II commercial property owners may apply for grant funding for eligible exterior improvements, which will not affect the eligibility of the lessee business entities to apply for grant funding for eligible interior improvements.
- In order to qualify for the grant, the subject property may not have any outstanding City of Boynton Beach liens at the time the applicant seeks reimbursement. To ensure that the property does not have any outstanding liens, violations or monies owed for utilities, the BBCRA will perform a lien search on the property at a cost of $140.00, which will be deducted from any grant funding awarded to the recipient. In the event that there is an outstanding lien against the property, the grant will not be awarded until the complete satisfaction of the lien.

Initials _____

- In order to receive the full amount of any awarded grant, the property owner or tenant must complete the project, obtain a Certificate of Occupancy/Completion from the City of Boynton Beach, and submit for reimbursement within 180 days of the issuance date of the permit for the project. (As further described below, applicants may request reimbursement for up to 50% of their grant award prior to completion of the project.) If BBCRA Board approves grant funding and the work being performed does not require a permit, the Certificate of Completion (or equivalent) and application for reimbursement must be within 180 days of the grant award. Failure to complete the improvements within the specified time frame will result in termination of the grant award, at which point the BBCRA will no longer make payments for any reimbursement requests, regardless of whether the request was submitted prior to the termination of the grant. Only one 90-day administrative extension will be permitted, and the BBCRA has the sole and absolute discretion to grant or deny such extension.
- Project items completed and paid for by the applicant more than 60 days prior to grant approval by the BBCRA Board are not eligible for reimbursement under the grant program. A complete application must be received within 60 days of payment in order for an expense to be eligible for reimbursement. Once a complete application is received, the application will be placed on the next available agenda for review and potential approval.
- Grant funding may not be used for design fees alone. Grant funding for design fees will only be awarded when the grant funding will also be used for physical property improvements. Conversely, grant funding may be awarded for physical property improvements even if no funding for design funding is requested. The BBCRA may elect to fund only physical property improvements even if design funding is requested.
- BBCRA Board approval of this grant results only in funding. Approval of BBCRA grant funding is NOT approval of any type of City processes including, but not limited to, permits and site plan modification. Applicants must apply for permits and site plan modification through the appropriate departments at the City. Permitting and site plan modification reviews are required for all commercial projects. It is the responsibility of the applicant to obtain all necessary City approvals.
- Grantees shall allow the BBCRA the rights and use of photos and project application materials.
- The BBCRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County.

Initials _____

- Anti-Human Trafficking. Prior to the execution of this Agreement, or any renewal and/or extension thereto, the Grantee 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.

Projects and items eligible for funding under this grant program are limited to:

- Structural walls
- Grease trap installation
- Electrical systems, including exterior and interior lighting
- Landscaping and irrigation within the project site
- Awnings
- Fencing (excluding chain link, barbed wire, and wood panels)
- Electric vehicle charging stations
- Hood & fire suppression
- Design fees associated with architectural, electrical, civil, plumbing and mechanical site plans
- Plumbing
- HVAC system
- Patio decks connected to the building
- Doors/windows
- Parking lot re-paving, re-sealing, and/or restriping
- Painting
- Demolition of structure and re-sodding of vacant property
- Solar electricity and water heating
- Signage
- Permit fees for eligible property improvements included as part of the licensed contractor's contract/invoice
- Flooring
- ADA Improvements
- Roofing (Not to exceed 50% of total grant award)
- Security cameras/system** (not including security personnel)

** Notwithstanding the limitation that grants may only be used once every five years for any one property, previous grant recipients that received less than the maximum amount of grant funding from Commercial Property Improvement Grants or Economic Development Grants are eligible to reapply to receive 50% matching reimbursable funding in an amount not to exceed $3,000 for the installation of new security cameras/systems.

Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Property Improvement Grant Program:

Initials

- Massage/Personal Services
- Firearm Sales/Shooting Ranges
- Religion- Affiliated Retail Stores
- Non-profit Organizations
- Adult Gambling Arcades
- Check Cashing Stores
- Adult Entertainment
- Political offices, campaign headquarters, or other businesses focused on politics or political operations
- Medical Research Centers/Housing
- Massage/Personal Services
- Churches/places of worships
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Vapor/E-Cigarette Stores
- CBD Retail Stores
- Any other use that the BBCRA staff or BBCRA Board determine will not support the redevelopment of the BBCRA Area

Grant Terms and Conditions

This grant is divided into three tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding. All reimbursement checks from the BBCRA to the successful applicant will be made out to the applicant (the business entity).

Grant funding amounts will be based on the applicant's project budget specified at the time of BBCRA Board approval, plus an added 20% for contingency funding, the total of which may not exceed the maximum amount of grant funding for which the project is eligible.

Tier One Business

Tier One Businesses are eligible for reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $50,000 in grant funding.

Tier One Businesses must be one of the following types of business:

- Restaurant
- Gourmet Food Market
- Bakery/Coffee Shop
- Hotels/Motels/Bed and Breakfast (the Board will grant no more than four approvals in this category per fiscal year; short term vacation rentals are not eligible)

Initials

Tier Two Business

Tier Two Businesses are eligible for reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $25,000 in grant funding.

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

- Professional Offices (real estate, law, architect, accountant, insurance, marketing etc.)
- Medical Offices (dentists, primary care, counseling, etc.)
- Laundry/Dry Cleaner facility
- Retail (clothing, art, accessories)
- Fitness Centers
- Specialty Businesses (daycare, ice-cream shop, pet grooming, event planning)
- Tattoo Parlor/Body Piercing/Art Shop (no more than two approvals per fiscal year)
- Take-Out Restaurants
- Services (lockshops, appliance repair, etc.)
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Florists (no more than 2 approvals per fiscal year)
- Industrial Uses/Art District
- Auto Services Facilities – repair, storage, sales, etc.
- Commercial property with multiple tenants seeking only façade improvements

Tier Three Business (Tier Three Businesses will receive no more than two approvals per fiscal year and improvements must be for commercial façade or security improvements).

Tier Three Businesses are subject to BBCRA Board for review and approval. Tier Three Businesses eligible for reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $15,000 in grant funding.

Tier Three Businesses must be one of the following types of businesses:

- Kava Tea Bar
- Convenience Stores
- Pawn Shops
- Liquor Store
- Laundry/Dry Cleaner facility

Initials _____

Tier One & Tier Two Businesses Grant Funding for Design Fees

Tier One and Tier Two businesses are eligible to apply for funding assistance related to the design fees for architectural, electrical, civil mechanical and/or plumbing improvements. These design fees shall be for eligible property improvements as defined on page 5 of this grant application. Applicants are eligible to receive reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $10,000 for the design expenses associated with the project's architectural, electrical, mechanical, civil, and/or plumbing plans. If the design fees were paid for prior to BBCRA Board approval, the applicant may request 50% reimbursement for design fees if the final payments were made no more than 180 days prior to Board approval.

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on lease at the time of Board approval. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;
- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

Application Process

Applications can be submitted online at www.boytonbeachcra.com. All applicants are required to meet with BBCRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the BBCRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Initials _____

Applicants may submit complete applications via email or mail hard copies of the application with all materials to the BBCRA for review and approval by the BBCRA Board, however online submissions are preferred. Applicants will be considered on a first-come, first-serve basis. Application packets must include the following documentation:

1. A non-refundable fee of $100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Provide 2-3 sentence mission statement for the applying business entity. If the applicant is a commercial property owner, provide a brief history of the property and the current tenants of the space. This will be used as a way to introduce your business to the BBCRA Board.
3. Cost estimate(s) from a licensed contractor(s) as specified in the applicant's project budget. It must list all project costs for which the applicant is requesting reimbursement. The project budget must provide a total cost of the project.
4. If design funding is requested, cost estimate(s) from a qualified licensed design professional. The cost estimate must include: scope of work, the business name and business address of project, and the license number of the design professional.
5. Copy of design and construction plans associated with the proposed improvements.
6. Copy of building permit receipt/application. If the permit has not been applied for prior to submission of the grant application, a copy of the building permit receipt is due within 120 days of grant approval, or the grant award may be terminated. Applicants may apply for one 60-day administrative extension to meet this requirement, and the BBCRA has the sole and absolute discretion to grant or deny such extension. Any extension granted under this paragraph is for this requirement only and does not extend any other deadline related to the grant.
7. Resume for each principal/owner of the business.
8. Copy of the corporate documents for the applying business entity.
9. Copy of executed multi-year commercial lease agreement.
10. Copy of Warranty Deed. ✓
11. Two years of corporate tax returns (for existing businesses only).
12. Two years of personal tax returns for the principal/owners of a new business (if no corporate tax returns).
13. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.

Initials

14. A minimum of four color digital "before" photos of the exterior and interior portions of the project.
15. Initialed and signed Program Rules & Regulations (pages 1-16).
16. Authorization to perform credit check for the business and each principal/owner of the business.
17. W9 Form and Grant Intake Form.
18. City Planning and Development Department Acknowledgement Form.
19. City Permit Department Acknowledgement Form.

The above referenced City Forms (line 18 and 19) must be completed and submitted to the appropriate departments, which are located at City Hall, 100 East Ocean Avenue, Building Department, Boynton Beach, FL 33435. Phone (561) 742–6350.

Approval of Funding Request

All required documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. BBCRA staff will review the application to evaluate whether the project is eligible for reimbursement. If it meets these requirements, BBCRA staff will present the funding request to the BBCRA Board for review and potential approval.

The BBCRA Board meets on the second Tuesday of each month at the Commission Chambers located in City Hall at 100 East Ocean Avenue, Boynton Beach, FL 33435. The schedule for BBCRA Board meetings can be obtained at www.boyntonbeachcra.com. Applicants will be notified of the date and time that their applications will be considered by the BBCRA Board.

The BBCRA recommends that applicants attend the BBCRA Board meeting during which the Board will consider their applications in order to answer any questions the BBCRA Board may have regarding their applications. BBCRA staff will notify the applicant of the BBCRA Board's approval or denial in writing.

Site Visits

BBCRA may conduct a site visit prior to transmitting the application to the BBCRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during, and after the project in order to determine and ensure compliance with the terms of the grant.

Initials

Procedures for Design Reimbursement

This portion of the program is designed to reimburse applicants for design fees associated with the property improvements provided for in this grant. Funds must be paid to qualified design professionals licensed by the State of Florida in order to be eligible for reimbursement. Funds paid to licensed design professionals acting as subcontractors are also eligible for reimbursement.

The reimbursement request shall be summarized in a report and accompanied by the following documentation for the completed design work:

1. Copy of contract/scope of work with design professional.
2. Paid invoice describing work completed.
3. Copy of final design plans (pdf copy preferred).
4. Proof of payment(s) totaling contract amount, Payments in cash and/or cryptocurrency are not eligible for reimbursement.
    a. Each item must be supported by a cancelled check showing the face of the check, as well as the back of the cancelled check. The only forms of cash payments that are acceptable as evidence of payments are cashier's checks and bank transfers. A copy of the cashier's check to the payee must be provided as proof of payment. If payment is being made by a bank transfer, a copy of the statement from both payer and payee showing the transaction and/or copy of the email/text verification from both parties.
    b. Electronic payments must be in the name of the applicant and show the transaction date, amount, account name and recipient of payment.
5. Proof of permit application for (or including) item designed.

Procedures for Property Improvement Reimbursement

This portion of the program is designed as a matching 50% reimbursable grant. All work for which reimbursement is sought must be completed and paid for by the applicant prior to the release of BBCRA funds. The applicant may request reimbursement for partial payments throughout the project for up to 50% of grant award. The remaining 50% of grant funding will be held until the project is completed according to the City of Boynton Beach Building Department, and if applicable, a certificate of occupancy has been issued, at which point the applicant may submit a final reimbursement request. The BBCRA will provide reimbursement to the applicant upon submittal of a complete reimbursement request package.

Initials

All reimbursement requests and supporting documents must be submitted to the BBCRA (3) days prior to the grant expiration date. The BBCRA may refuse to issue grant funding if the submission is not received by the specified time.

Once the work is completed the reimbursement request shall be summarized in a report and accompanied by the following documentation:

1. Invoices, receipts or other acceptable evidence of payment from suppliers and licensed contractor(s) that have been marked "paid in full." Proposals for "work to be completed" or "bids" are not considered proper documentation. Payments in cash and/or cryptocurrency are not eligible for reimbursement.
    a. Each item must be supported by a cancelled check showing the face of the check, as well as the back of the cancelled check. The only forms of cash payments that are acceptable as evidence of payments are cashier's checks and bank transfers. A copy of the cashier's check to the payee must be provided as proof of payment. If payment is being made by a bank transfer, a copy of the statement from both payer and payee showing the transaction and/or copy of the email/text verification from both parties.
    b. Electronic payments must be in the name of the applicant and show the transaction date, amount, account name and recipient of payment.
2. Copy of City of Boynton Beach and Palm Beach County licenses (Business Tax Receipt).
3. For partial reimbursement requests, a Partial Release of Lien from licensed contractors must be submitted.
4. For the final reimbursement request, the following must also be submitted:
    a. A "final release of lien" signed by each licensed contractor(s). See attached Sample of a Final Release of Lien form.
5. A minimum of 4 color digital "after" photos of the project.
6. A copy of the Certificate of Occupancy/Completion.
7. All in project costs to open or renovate the business for reporting of public to private dollar match.

By submitting the final reimbursement request, the applicant warrants that all bills for which applicant is directly responsible related to the project are paid in full including, but not limited to, all contractors, labor, materials, related fees and permits.

Grantees may not submit work improvements for reimbursement that have been used as part of a reimbursement request for any other grant program offered by the BBCRA, City of Boynton Beach, Palm Beach County or the State of Florida. The Commercial Property

Initials _____

Improvement Grant Program will only reimburse applicants for new expenditures that have not been submitted to other grant programs for reimbursement.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including parties that performed work on the project and landlords. Nor shall issuance of a grant result in any obligation on the part of the BBCRA to any third party. The BBCRA is not required to verify that entities that have contracted with the applicant have been paid in full, or that such entities have paid any subcontractors in full. Applicant's warranty that all bills related to the Project for which the applicant is directly responsible have been paid is sufficient assurance for the BBCRA to award grant funding.

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Commercial Property Improvement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized to the maximum extent permitted by law for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Property Improvement Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community

Initials _____

Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer in furtherance of the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the BBCRA to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the BBCRA or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

Business Information:

Business Name (and d/b/a if applicable): 618 E OCEAN AVE LLC

Boynton Beach Business Address: PO Box 158
Boynton Beach, FL 33435

Applicant Contact Phone Number: 561-738-4713

Initials

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. _____ 4-14-26
Principal/Owner's Signature — Date
Michael Mauro — MGR
Printed Name — Title

2. _____ 4-21-26
Principal/Owner's Signature — Date
Karla Mauro
Printed Name — Title

3. _____
Principal/Owner's Signature — Date
Printed Name — Title

4. _____
Principal/Owner's Signature — Date
Printed Name — Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida
COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Michael Mauro Kesrey Mauro, who is/are personally known to me or produced _____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of April, 20 26.

JONATHAN DA SILVA
Notary Public - State of Florida
Commission # HH 496063
My Comm. Expires Feb 25, 2028
Bonded through National Notary Assn.

NOTARY PUBLIC
My Commission Expires:

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

LANDLORD INFORMATION

LANDLORD SIGNATURES: By signing below, Landlord consents to the submittal of this application and understands that approval of the application may fund physical alterations to the property. Landlord understands that approval of this application does not grant Landlord any rights whatsoever, and specifically understands that approval of this application by the BBCRA does not entitle Landlord to seek payment or other recourse from the BBCRA.

1. _____ 4-14-26
Landlord's Signature — Date
Michael Mauro — MGR
Printed Name — Title

2. Karen Mauro 4-21-26
Landlord's Signature — Date
Karen Mauro
Printed Name — Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida
COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Michael Mauro Karen Mauro who is/are personally known to me or produced _____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 14 day of April, 2026.

JONATHAN DA SILVA
Notary Public - State of Florida
Commission # HH 496063
My Comm. Expires Feb 25, 2028
Bonded through National Notary Assn.

_____
NOTARY PUBLIC
My Commission Expires:

eventeny

Business Information

Application	Commercial Property Improvement Grant Application
Status	Awaiting Decision
Business Name	618 E Ocean Ave LLC
Contact Legal Name	Anthony Mauro
Email	jonathancsilva3890@gmail.com
Address	618 E Ocean Ave, Boynton Beach, Florida 33435, United States
Phone	561-738-4713
Website	http://maurobrothers.com
Special Requests	
Submitted Time	Apr 15, 2026 10:02 am
Tags	

Additional Information

Boynton Beach Business Address:

n/a

Provide a list of all principal owners listed on the corporate documents

Karen Mauro Michael MAuro

Business Mission Statement

We have owned the property located at 618 E Ocean Ave since 2018 and have had great businesses in it such as the paint shop and the salon. Now we are having an amazing french bakery in the building.

Are you an existing business in Boynton Beach?

Yes

Numbers of years in existence

8

Are you a new business in Boynton Beach?

No

Description of your business

We own multiple properties in Boynton beach and lease out to local businesses

Type of Business

Tier II

Base Rent (include CAM if applicable)

0

Square Footage of Current Location

(No response submitted)

Square Footage of New Location

(No response submitted)

Number of Employees & Job Descriptions

we are the owners of the building not the tenant

Hours of Operation

8-4

Are you applying for grant assitance under any other program offered by the BBCRA?

None

Are you applying for grant assistance under any other governmental agencies?

n/a

Landlord Contact Information

We are the landlord 5617384713

In the following sections, please upload the requested documents. If more than one file is needed in a response to an individual prompt, go to "Choose Files," select multiple files at the same time in order for them to upload.

I understand

Upload resumes for each principal/owner listed on corporate documents here:

File uploaded

Upload a copy of the lease here:

File uploaded

Upload a copy of the corporate documents here:

File uploaded

Upload two years of corporate tax returns here:

File uploaded

Upload City of Boynton Beach Business Tax Receipt here:

(No response submitted)

Upload Palm Beach County Business Tax Receipt here:

(No response submitted)

Upload Credit Check Authorization Form here:

File uploaded

Upload Business w9 here:

File uploaded

Upload Grant Intake Form here:

File uploaded

Upload Signed "Program Rules and Regulations" here:

File uploaded

List of improvements seeking reimbursement for:

exterior parking lot, vegetation and dumpster enclosure

Requested grant amount for design fees:

0

Requested grant amount for eligible property improvments:

25000

Upload cost estimates from a licensed contractor(s) here:

File uploaded

If design funding is requested, upload the cost estimate(s) from a qualified licensed design professional here:

(No response submitted)

Upload a copy of design and construction plans associated with the proposed improvements here:

File uploaded

Upload a copy of the building permit application here:

(No response submitted)

Upload the "City Acknowledgement" Forms here:

File uploaded

Upload Notarized "Anti-Human Trafficking Affidavit" here:

File uploaded

I understand that submission of an application is not a guarantee of grant funding or Board approval. Any "approval" notifications sent through Eventeny are purely administrative. Final approval will occur at the next available Board Meeting.

Michael Mauro

How would you like to pay your application fee?

Pay with credit card

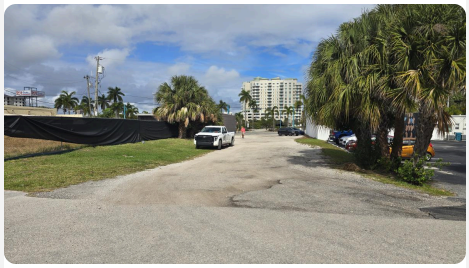
Prices

Application Fee

Quantity - 1 | Total - $100.00

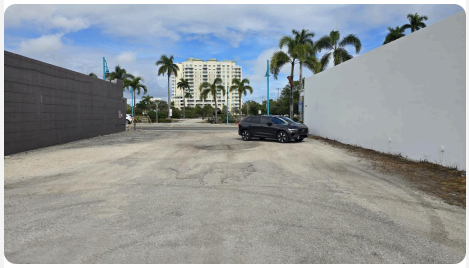
Pictures















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DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser
We Value What You Value

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View Property Record | Print

OWNERS

618 E OCEAN AVE LLC

PROPERTY DETAIL

LOCATION
618 E OCEAN AVE

MUNICIPALITY
BOYNTON BEACH

PARCEL NO.
08-43-45-27-04-000-0941

SUBDIVISION
LAWNS

BOOK/PAGE
29483/1071

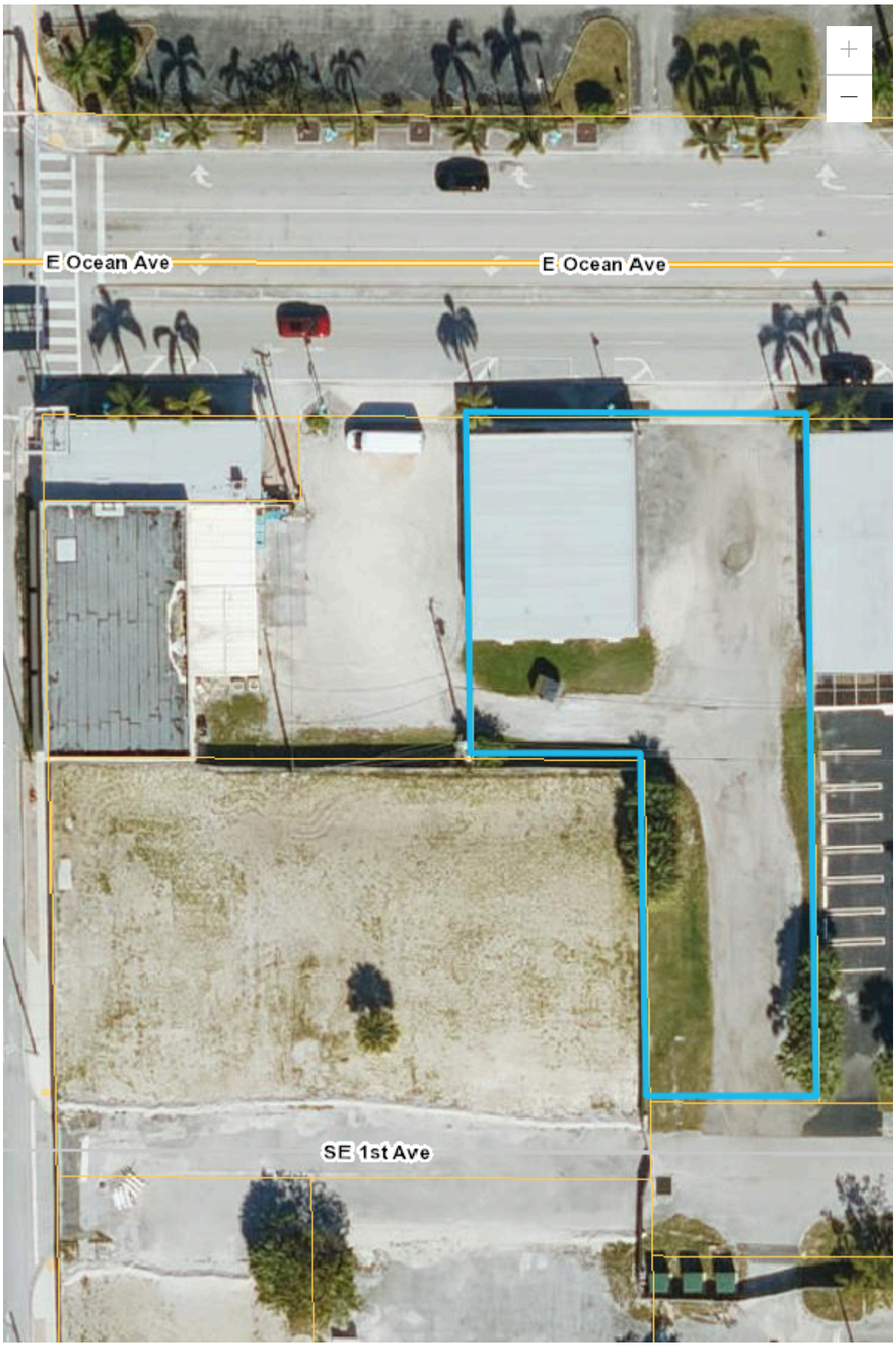
SALE DATE
11/15/2017

MAILING ADDRESS
2611 LAKE DR N
BOYNTON BEACH FL 33435 2416

USE TYPE
1100 - STORES

TOTAL SQUARE FEET
2750

SALES INFORMATION



JOB NAME: La Petit Pan 618 - March 25, 2026

		Budget 3-25-26
	DIIVSION 200 PRE-CONSTRUCTION	
280	Demolition Contract	$0.00
	SUB TOTAL	**$0.00**
	DIVISION 300 STRUCTURAL	
300	Site Work	$0.00
320	Concrete Contract	$0.00
	SUB TOTAL	**$0.00**
	DIVISION 400 EXTERIOR FINISHES	
410	Ext. Doors & Windows	$0.00
489	Loading Dock Cover	$26,500.00
	SUB TOTAL	**$26,500.00**
	DIVISION 500 INTERIOR FINISHES	
510	Drywall & Framing Contract	$0.00
525	Interior Doors	$0.00
532	Trim Package Contract	$0.00
540	Cabinets & Vanities Contract (Use existing?)	$0.00
550	Interior and Painting	$0.00
580	Flooring Contract	$0.00
	SUB TOTAL	**$0.00**
	DIVISION 600 MEP	
600	Plumbing Contract (Including Grease trap)	$0.00
608	Gas	$0.00
610	HVAC System Contract	$0.00
620	Electrical System	$0.00
640	Appliances (Use existing?)	$0.00
	SUB TOTAL	**$0.00**
	DIVISION 700 SITE IMPROVEMENTS	
715	Driveway	$56,146.00
736	Ramp, Load Dock and Railing	$32,500.00
	SUB TOTAL	**$88,646.00**
	DIVISION 800 SOFT COST & GENERAL CONDITIONS	
810	Construction Cleaning	$0.00
811	Dumpster, enclodure and pad	$0.00
816	Protection Materials	$0.00
835	Blueprints / Copies	$0.00
895	Construction Contingency	$0.00
	SUB TOTAL	**$0.00**
	PROJECT SUB TOTAL	**$115,146.00**

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

October 1, 2025 – September 30, 2026

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL RENT REIMBURSEMENT GRANT PROGRAM

Program Rules and Regulations

The Commercial Rent Reimbursement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "BBCRA") Area. The program is designed to provide financial assistance to new and existing businesses in the form of rent reimbursement intended to help businesses during the critical first year of operation or expansion.

The BBCRA reserves the right to approve or deny any Commercial Rent Reimbursement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the BBCRA Area. The receipt of past payments is not a guarantee of future payments.

For purposes of this application, the term "new business" means a company in operation for less than one year or relocating to Boynton Beach. The term "existing business" means a company that has been in operation within the BBCRA Area for a minimum of two years at the time of application and has at least two years remaining on its existing lease at the time of Board approval.

The BBCRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be produced by the BBCRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Initials _____

Incentive Funding

The Commercial Rent Reimbursement Grant Program offers financial assistance through a reimbursable grant in the form of a monthly rent reimbursement for the first 12 months of business. New businesses are eligible to apply for assistance for up to one year from the issuance of the City of Boynton Beach Business Tax Receipt.

Rent Reimbursements will not be paid until all construction has ended, permits are closed out, City and County licenses are obtained, and the business is open for operation under a Temporary Certificate of Occupancy (TCO) or a Certificate of Occupancy (CO). However, if the construction is for expansion of an existing business, and the existing business property remains open during construction of the expansion, the Applicant is eligible to receive rent reimbursement for the portion of the business that is not under construction so long as that portion remains operational during construction. For businesses that do not require any construction work, rent reimbursements will not be paid until City and County licenses are obtained and the business is open for operation.

On a monthly basis, the BBCRA will issue reimbursement directly to the applicant. Reimbursement is for the monthly rent payment made to the landlord, and is dependent upon receipt of verification that the payment has been cleared by the bank. CASH AND/OR CRYPTOCURRENCY PAYMENTS are not eligible for reimbursement.

The responsibility for all rental payments is between the parties to the lease, (the tenant and the landlord). As grantor, the BBCRA does not bear or accept any responsibility for payment of rent at any time, or for penalties incurred for the late arrival of payments by any party.

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions, and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at careersourcepbc.com.

Initials CB

Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding:

- Applicant must be a new business, or an existing business that is expanding in size.
- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the BBCRA Area (see attached map).
- Must provide proof that the business is properly licensed by all necessary levels of government and professional associations or agencies (copies of city and county licenses or receipts that the licenses have been applied for).
- Non-profit and residentially zoned properties are NOT eligible.
- The Commercial Rent Reimbursement Grant Program may only be used one time by any one specific business entity or business owner unless the existing business is expanding as defined in this grant application
- An existing business must expand to occupy more than 50% of its current square footage size or open a second location within the BBCRA Area. Verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the BBCRA Board if the tenant is losing their current space due to redevelopment of the site.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the BBCRA Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- Applicant must have an executed multi-year lease with at least two years remaining on the lease at the time of BBCRA Board approval.
- Proposed leases must be executed within 30 days of BBCRA Board approval or the grant award is terminated.
- Grantees shall allow the BBCRA the rights and use of photos and project application materials.
- The BBCRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County.

Initials CB

- Anti-Human Trafficking. Prior to the execution of this Agreement, or any renewal and/or extension thereto, the Grantee 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.

Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Rent Reimbursement Grant Program:

- Firearm Sales/Shooting Range
- Religion-Affiliated Retail Stores
- Non-profit organizations
- Check Cashing Stores
- Kava Tea Bars
- Adult Entertainment
- Adult Arcades
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Massage/Personal Services
- Auto Services Facilities – repair, storage, sales, etc
- CBD Retail Stores, etc.
- Convenience Store
- Churches/places of worship
- Medical Research Centers/Housing
- Tattoo Shops / Body Piercing / Body Art Shops
- Liquor Stores
- Vapor Cigarette, E Cigarette Stores
- Pawn Shops
- Political offices, campaign headquarters, or other businesses focused on politics or political operations
- Any other use that the BBCRA staff or BBCRA Board determine will not support the redevelopment of the BBCRA Area

Grant Terms and Conditions

This grant is divided into two tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding.

Grant funding amounts will be based on the applicant's project budget specified at the time of BBCRA Board approval.

Tier One Business

Tier One Businesses are eligible for reimbursement for up to half (50%) of the business' base monthly rent plus half of the Common Area Maintenance fee (if applicable), or $2,000 per month, whichever is less. The maximum amount of the grant is $24,000,

Initials: _____

distributed in 12 monthly payments. Utilities and property taxes are ineligible for reimbursement.

Tier One Businesses must be one of the following types of businesses:

- Restaurant
- Gourmet Food Market
- Bakery/Coffee Shop
- Hotels/Motels/Bed and Breakfast (the Board will grant no more than four approvals in this category per fiscal year; short term vacation rentals are not eligible)

Tier Two Business

Tier Two Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent plus half of the Common Area Maintenance fee (if applicable), or $1,750 per month, whichever is less. The maximum amount of the grant is $21,000, distributed in 12 monthly payments. Utilities and property taxes are ineligible for reimbursement.

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

- Professional Offices (real estate, law, architect, accountant, insurance, marketing etc.)
- Medical Offices (dentists, primary care, counseling, etc.)
- Laundry/Dry Cleaner facility
- Retail (clothing, art, accessories)
- Fitness Centers
- Specialty Businesses (daycare, ice-cream shop, pet grooming, event planning)
- Take-Out Restaurants
- Services (lockshops, appliance repair, etc.)
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Florists (no more than 2 approvals per fiscal year)
- Industrial Uses/Art District (excluding auto repair/sales)

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on the lease at the time of Board approval. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;

Initials _____

- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

For purposes of this paragraph, the term "subject property" means the leased premises of the grant recipient, for which the applicant or grant recipient is seeking rental reimbursement, or any part thereof. Grant recipients are prohibited from subletting the subject property. If a grant recipient sublets the property, the grant recipient will be required to repay the BBCRA for all grant money received up to that point and will not be eligible to receive any further grant funding.

For purposes of this grant, the BBCRA considers the following to be subletting: A) executing a sublease, assignment, or similar agreement with an entity that is not the grant recipient; B) allowing the subject property to be occupied by any business entity in which the grant recipient is not listed as the registered agent, owner, officer or director of said business, or assisting such a business in so doing; C) allowing or assisting a business entity other than the grant recipient to list its place of business as the subject property; or D) allowing or assisting a business entity other than the grant recipient to obtain a business tax license from the City of Boynton Beach for the subject property. The fact that a business entity other than the grant recipient occupies the subject property, lists its place of business as the subject property, obtains a business tax license for the subject property, or similarly appears to use the subject property is sufficient evidence that the grant recipient has allowed or assisted such other business entity to do so and is grounds for termination of any further grant payments and seeking reimbursement for previously paid grant payments.

However, it shall not be considered a prohibited subleasing when the business purpose of the applicant is to provide a space for aspiring businesses, such as when the applicant is a business incubator, commissary kitchen, or business that provides co-op workspace. The BBCRA will determine whether a certain applicant fits into the exception described in this paragraph on a case-by-case basis.

Initials CB

Application Process

Applications can be submitted online at www.boyntonbeachcra.com. All applicants are required to meet with BBCRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the BBCRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Applicants may submit complete applications via email or mail hard copies of the application with all materials to the BBCRA for review and approval by the BBCRA Board, however online submissions are preferred. Applicants will be considered on a first-come, first-served basis. Application packets must include the following documentation:

1. A non-refundable fee of $100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Provide a 2-3 sentence mission statement for the applying business entity. This will be used as a way to introduce the business to the BBCRA Board.
3. Resume for each principal/owner of the business.
4. Copy of the corporate documents for the applying business entity.
5. Copy of City and County Business Licenses (Business Tax Receipt).
6. Copy of executed multi-year commercial lease agreement.
7. Two years of corporate tax returns (for existing businesses only).
8. Two years of personal tax returns for the principal/owners of a new business (if no corporate tax returns).
9. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
10. If applicant is an existing business expanding to occupy more than 50% of its current square footage size, verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the BBCRA Board if the tenant is losing their current space due to redevelopment of the site.
11. Initialed and signed Program Rules & Regulations (pages 1-12).
12. Authorization to perform credit check for the business and each principal/owner of the business.
13. W9 Form and Grant Intake Form.

Initials CB

Approval of Funding Request

All required application documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. BBCRA staff will review the application to evaluate whether the applicant is eligible for reimbursement. If it meets these requirements, BBCRA staff will present the funding request to the BBCRA Board for review and potential approval.

The BBCRA Board meets on the second Tuesday of each month. The schedule for BBCRA Board meetings can be obtained at www.boyntonbeachcra.com. Applicants will be notified of the date and time that their applications will be considered by the BBCRA Board.

The BBCRA recommends that applicants attend the BBCRA Board meeting during which the Board will consider their applications in order to answer any questions the BBCRA Board may have regarding their applications. BBCRA staff will notify the applicant of the BBCRA Board's approval or denial in writing.

Site Visits

BBCRA may conduct a site visit prior to transmitting the application to the BBCRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during and after the project in order to determine and ensure compliance with the terms of the grant.

Procedures for Reimbursement

Monthly rent reimbursement payments will be provided to the grant recipient beginning the first month the business is open for operation subsequent to BBCRA Board approval. A maximum of 12 consecutive monthly rent payments are eligible to be reimbursed to the approved applicant. Reimbursement will occur on a monthly basis.

Following the initial Reimbursement Request, each reimbursement request shall be made within 30 days of the start of the next month.

In order to receive monthly rent reimbursement the grant applicant must submit the following:

1. Written request for reimbursement.

Initials _____

2. Proof of rent payments (i.e., copies of the front and back of cancelled checks for that month's reimbursement or proof of direct deposit). **CASH AND/OR CRYPTOCURRENCY PAYMENTS** for rent are not eligible for reimbursement.

If applicant does not submit its monthly reimbursement request within 30 days following the end of the next month in which applicant is requesting reimbursement, applicant forfeits that month's reimbursement.

Discontinuation of Payment

The receipt of past payments does not guarantee future payments. The BBCRA retains the right to discontinue rent reimbursement payments at any time at its sole and absolute discretion.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including landlords and parties that performed work on the property. Nor shall issuance of a grant result in any obligation on the part of the BBCRA to any third party. The BBCRA is not required to verify that entities that have contracted with the applicant or applicant's landlord have been paid in full, or that such entities have paid any subcontractors in full. Applicant's submittal of verification that monthly rental payments have been cleared by the bank is sufficient assurance for the BBCRA to award grant funding.

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency

Initials AA CB

Commercial Rent Reimbursement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized to the maximum extent permitted by law for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer furthering the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in my application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the Boynton Beach Community Redevelopment Agency to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the Boynton Beach Community Redevelopment Agency or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

Business Information:

Initials CB

Business Name (and d/b/a if applicable): MVB INC, DBA Rivalries Sports Pub

Boynton Beach Business Address: 510 E. Ocean Ave #101
Boynton Beach, Fl. 33435

Applicant Contact Phone Number: 561-345-1834

Initials

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. Cory Berkowitz — Principal/Owner's Signature — 4/22/26 — Date
   Cory Berkowitz — Printed Name — President — Title
2. [signature] — Principal/Owner's Signature — 4/22/26 — Date
   Michael Berkowitz — Printed Name — Vice President — Title
3. _____ — Principal/Owner's Signature — Date
   _____ — Printed Name — Title
4. _____ — Principal/Owner's Signature — Date
   _____ — Printed Name — Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Michael Berkowitz / Cory Berkowitz, who is/are personally known to me or produced N/A as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 22nd day of April, 2026.

Courtney Elkin
NOTARY PUBLIC
My Commission Expires:

Notary Public State of Florida
Courtney Elkin
My Commission HH 588177
Expires 8/28/2028

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

LANDLORD INFORMATION

LANDLORD SIGNATURES: By signing below, Landlord consents to the submittal of this application. Landlord understands that approval of this application does not grant Landlord any rights whatsoever, and specifically understands that approval of this application does not entitle Landlord to seek payment or other recourse from the BBCRA.

1. Stella Stolper as agent for owner 4/16/26
Landlord's Signature Date
Stella Stolper, Regional Director
Printed Name Title

2. _____
Landlord's Signature Date
_____
Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida
COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Stella Stolper, who is/are personally known to me or produced _____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 16th day of April, 2026.

My Commission Expires: _____
NOTARY PUBLIC

MICHAEL BERKOWITZ
MY COMMISSION # HH 343829
EXPIRES: December 21, 2028

eventeny

Business Information

Application	Commercial Rent Reimbursement Grant Program
Status	Awaiting Decision
Business Name	Rivalries Sports Pub
Contact Legal Name	Mike Berkowitz
Contact Preferred Name	Mike
Email	mberko2005@yahoo.com
Address	510 E Ocean Ave, 101, Boynton Beach, Florida 33435, United States
Phone	561-345-1834
Website	http://rivalriessportspub.com
Special Requests	
Submitted Time	Apr 16, 2026 10:12 am
Tags	

Additional Information

Boynton Beach Business Address:

N/A

Provide a list of all principal owners listed on corporate documents

Cory Berkowitz 561-345-1835 Michael Berkowitz 561-345-1834 510 E. Ocean Avenue, 576, Boynton Beach, Florida 33435

Business Mission Statement

Our mission is to be the heart of the neighborhood, providing a spirited and inclusive space where families and fans of all ages can gather to enjoy great food, cheer on their favorite teams, play games, and create lasting memories together."

Are you an existing business in Boynton Beach?

No

Numbers of years in existence

Rivalries is a new business

Are you a new business in Boytnon Beach?

Yes

Description of your business

We are a local sports pub providing Beer, Wine, and great sports bar style food. We will Air Fry and use no oil. Rivalries will have an arcade for kids and 11 TVs total inside and out for a great game day experience

Type of Business

Tier I

Base Rent (plus CAM if applicable)

Rent $5760 CAM 8%. Total $7300

Square Footage of Current Location

2385

Square Footage of New Location

2385

Number of Employees & Job Descriptions

Servers/Bartenders $ 11.98 per hour plus tips (Minimum Wage for servers) Kitchen Staff/Utility $16–$20 per hour based on experience Management will be owners for the near future and salaries will be determined by sales and profit. Hours for staff will generally be 10–5 shift and 5– close shift. Still determining details on scheduling As Cory and Mike are both teachers, we will employ HS students as well, 4 hours per day

Hours of Operation

11am to 11PM 7 days a week

Are you applying for grant assitance under any other program offered by the BBCRA?

None

Are you applying for grant assistance under any other governmental agencies?

N/A

Landlord Contact Information

MIRIAM MORA, 101 S Federal Highway, Boynton Beach, Florida 33435 561–810–2780

In the following sections, please upload the requested documents. If more than one file is needed in a response to an individual prompt, go to "Choose Files," select multiple files at the same time in order for them to upload.

I understand

Upload resumes for each principal/owner listed on coporate documents here:

File uploaded

Upload a copy of the lease here:

File uploaded

Upload Copy of Corporate Documents Here

File uploaded

Upload two years of corporate tax returns here:

File uploaded

Upload City of Boynton Beach Business Tax Reciept Here

(No response submitted)

Upload Palm Beach County Business Tax Reciept Here

(No response submitted)

Upload Credit Check Authorization Form Here

File uploaded

Upload Business w9 here:

File uploaded

Upload the Grant Intake Form here:

File uploaded

Upload Notarized "Anti-Human Trafficking Affidavit" here:

File uploaded

Upload Signed "Program Rules & Regulations" Here

File uploaded

I understand that submission of an application is not a guarantee of grant funding or Board approval. Any "approval" notifications sent through Eventeny are purely administrative. Final approval will occur at the next available Board Meeting.

Michael Berkowitz

How would you like to pay your application fee?

Pay with credit card

Prices

Application Fee

Quantity - 1 | Total - $100.00

Reset

Select Language

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Search by Address, Owner, or PCN

Return

Property Info | Layers | Tools & Reports | Help

View Property Record | Print

OWNERS

AVANTI RESIDENTIAL 500 OCEAN TIC II LLC

AVANTI RESIDENTIAL 500 OCEAN TIC III LLC

AVANTI RESIDENTIAL 500 OCEAN TIC I LLC

PROPERTY DETAIL

LOCATION
101 S FEDERAL HWY

MUNICIPALITY
BOYNTON BEACH

PARCEL NO.
08-43-45-28-03-007-0010

SUBDIVISION
BOYNTON TOWN OF

BOOK/PAGE
32626/379

SALE DATE
06/02/2021

MAILING ADDRESS
1700 BROADWAY STE 620
DENVER CO 80290 1702

USE TYPE
0300 - MULTIFAMILY 10 UNITS OR MORE

TOTAL SQUARE FEET



RETAIL LEASE

by and between

AVANTI RESIDENTIAL – 500 OCEAN TIC I, LLC, a Delaware limited liability company,
AVANTI RESIDENTIAL – 500 OCEAN TIC II, LLC, a Delaware limited liability company, and
AVANTI RESIDENTIAL – 500 OCEAN TIC III, LLC, a Delaware limited liability company,

("Landlord")

and

MVB INC. , A Florida Corporation
d/b/a Rivalries Sports Pub

("Tenant")

Effective Date:

April 1, 2026

TABLE OF CONTENTS

1. TERM 5
2. BASIC ANNUAL RENT AND SECURITY DEPOSIT 5
3. INTENTIONALLY OMITTED 5
4. COMMON AREA MAINTENANCE 6
5. IMPROVEMENTS AND ALTERATIONS 7
6. REPAIRS 9
7. USE OF PREMISES 10
8. UTILITIES AND SERVICES 14
9. NON-LIABILITY AND INDEMNIFICATION OF LANDLORD; INSURANCE 15
10. FIRE OR CASUALTY 18
11. EMINENT DOMAIN 19
12. ASSIGNMENT AND SUBLETTING 19
13. DEFAULT 21
14. LANDLORD ACCESS; CONSTRUCTION 23
15. BANKRUPTCY 24
16. INTENTIONALLY OMITTED 25
17. SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATES 25
18. SALE BY LANDLORD; TENANT'S REMEDIES; NONRECOURSE LIABILITY 26
19. COMMON AREAS 27
20. SIGNAGE 28
21. INTENTIONALLY OMITTED 28
22. OPTION TO RENEW 28
23. LIQUOR LICENSE 29
24. GUARANTY 29
25. MISCELLANEOUS 29

RETAIL LEASE

THIS RETAIL LEASE is made between **AVANTI RESIDENTIAL – 500 OCEAN TIC I, LLC**, a Delaware limited liability company, **AVANTI RESIDENTIAL – 500 OCEAN TIC II, LLC**, a Delaware limited liability company, and **AVANTI RESIDENTIAL – 500 OCEAN TIC III, LLC**, a Delaware limited liability company ("**Landlord**"), and the Tenant described in *Item 1* of the Basic Lease Provisions.

LEASE OF PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, those certain premises (the "**Premises**") described in *Item 3* of the Basic Lease Provisions. The Premises is located in the Building described in *Item 2* of the Basic Lease Provisions. The Building is located on that certain land located at 101 South Federal Highway, Boynton Beach, Florida 33435 (the "**Land**") which is also improved with landscaping, parking facilities and other improvements, fixtures and common areas and appurtenances now or hereafter placed, constructed or erected on the Land (all of the foregoing are collectively referred to herein as the "**Project**").

BASIC LEASE PROVISIONS

1.	**Tenant:**	MBV Inc., a Florida Corporation d/b/a Rivalries Sports Pub ("**Tenant**")
2.	**Building:**	510 E. Ocean Avenue Boynton Beach, Florida 33435
3.	**Description and Rentable Area of Premises:**	Suite 101; consisting of 2,381 rentable square feet.
4.	**Base Annual Rent:**	Base Annual Rent shall be $29.00 per square foot of Rentable Area, subject to annual increases of four percent (4%) per Lease Year during years 2 through 5. If Tenant exercises either renewal option period then the annual increase shall be three (3%) per cent per year for each option year, commencing in year 6. If the Commencement Date does not occur on the first day of a month, then Base Annual Rent shall be prorated for such partial month at the monthly rate set forth below for the first Lease Year, following which, monthly installments of Base Annual Rent shall be payable for the 60 full months of the Initial Term in accordance with the schedule below.
	Months 7 to 12: Monthly Installment: Each Lease Year:	$29.00 per square foot of rentable area (initial 6 month free) $5,754.08 $69,049.00.
	Months 13 to 24: Monthly Installment: Each Lease Year:	$30.16 per square ft. of rentable area $5,984.24 $71,810.96
	Months 25 to 36: Monthly Installment: Each Lease Year:	$31.37 per square ft. rentable area $6,224.33 $74,691.97

	Months 37 to 48: Monthly Installment: Each Lease Year:	$32,62 per square ft. rentable area $6,472.35 $77,668.22
	Months 49 to 60: Monthly Installment: Each Lease Year:	$33.92 per square ft. rentable area $6,730.29 $80,763.52
5.	**Tenant's Proportionate Share of Operating Costs:**	Tenant's Proportionate Share of Operating Costs shall be $8.00 per square foot of Rentable Area, subject to annual increases of three percent (3%) per Lease Year. If the Commencement Date does not occur on the first day of a month, then Base Operating Costs shall be prorated for such partial month at the monthly rate set forth below for the first Lease Year, following which, monthly installments of Basic Annual Rent shall be payable in accordance with the Lease and paragraph 9 below which allows for a short rental abatement period of up to one hundred twenty days.
	Months 1 to 12: (see paragraph 9 - abatement of CAM for up to 120 days) Monthly Installment: Each Lease Year:	$8.00 psf (Tenant pays operating expenses) $1,587.33 $19,048.00
	Months 13 to 24: Monthly Installment: Each Lease Year:	$8.24 psf (3% increase each year) $1,634.95 $19,619.44
	Months 25 to 36: Monthly Installment: Each Lease Year:	$8.49 psf $1,684.00 $20,208.02
	Months 37 to 48: Monthly Installment: Each Lease Year:	$8.74 psf $1,734.52 $20,814.26
	Months 49 to 60: Monthly Installment: Each Lease Year:	$9.00 psf $1,786.56 $21,438.69
6.	**Security Deposit/Advance Rent Payable Upon Lease Execution:**	$14,682.82 Security Deposit (2 months rent equivalent) and the security deposit shall be applied to the first month base rent (not CAM)
7.	**Initial Term:**	Sixty (60) months commencing at 12:01 a.m., est. , on the Commencement Date and ending at 11:59 p.m., est on the last day of the month that is 60 full calendar months following the Commencement Date. If the Commencement Date does not occur on the first day of a month, then the Initial Term shall include the partial month in which the Commencement Date occurs and shall extend for 60 full calendar months following such partial month.
8.	**Lease Commencement Date:**	April 1, 2026 or when both parties execute the Lease whichever date occurs first.

MB
RH

9.	**Rent Commencement Date**	Tenant shall receive up to One Hundred Eighty (180) days of Base Rent Abatement and up to a One Hundred Twenty (120) days CAM abatement from the Lease Commencement Date. The Rent Commencement Date shall be the earlier of (1) the date Tenant opens for business; or (2) the date that is 180/120 days following the Lease Commencement date. If Tenant opens for business prior to the One Hundred Eighty (180/120) day periods then paragraphs 4 & 5 of the Basic Lease Provisions shall be adjusted accordingly.
9.	**Option Term:**	Two (2) extensions of five (5) Lease Years each which must be exercised no earlier than six (6) months prior to the expiration of the Lease and no later than three (3) months prior to the expiration of the Lease, by written notice to the Landlord (see option provision). Should Tenant validly exercise either or both renewal options then Tenant shall receive one (1) additional free month of base rent abatement on the first month of each option period.
10.	**Permitted Use:**	Restaurant and Sports Pub
11.	**Tenant's Trade Name:**	Rivalries Sports Pub
12.	**Broker(s):**	
	Landlord's Broker:	Canvas Real Estate (Marlen Ybartz)
	Tenant's Broker:	The Corcoran Group (Tomothy Mandala)
13.	**Addresses for Notices:**	
	To: TENANT:	**To: LANDLORD:**
	Prior to the Commencement Date: 510 E. Ocean Ave. Apt. 576 Boynton Beach, Florida 33435 Attn: Michael Berkowitz Email: mberko2005@gmail.com (561) 345-1834 **After the Commencement Date:** Same as above.	500 Ocean Apartments 101 S Federal Highway Boynton Beach, Florida 33435 Attn: Stella Stopler Email: sstopler@avantiresidential.com **With a simultaneous copy to:** Avanti Residential 1700 Broadway, Suite 200 Denver, Colorado 80290 Attn: Legal Department Email: drippey@avantiresidential.com

Sabal Sign Session Id: fb903e94-3804-11f1-bedd-12813eaebf1d

14.	**Place of Payment**	All payments payable under this Lease shall be sent to Landlord at the address specified in *Item 13* or to such other address as Landlord may designate by written notice to Tenant, or, with Landlord's prior consent, such payments may be made by automated clearing house (ACH) to such account as Landlord shall designate by written notice to Tenant.
15.	**Guarantor:**	Michael Berkowitz & Cory Berkowitz
16.	**Date of this Lease:**	The effective date of this Lease is the "**Effective Date**" set forth on the cover page of this Lease.
17.	**The "State"**	Florida

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions, the Standard Lease Provisions which follow (the "**Standard Lease Provisions**"), and all Exhibits, all of which are incorporated herein by this reference. In the event of an irreconcilable conflict between the Basic Lease Provisions and the Standard Lease Provisions, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. TERM

1(a) The Initial Term of this Lease and the Rent (defined below) shall commence on the "**Lease Commencement Date**" referred to in *Item 8* and shall expire on the last day of the month a full 60 months later. Unless earlier terminated in accordance with the provisions hereof, the Initial Term of this Lease shall be the period shown in *Item 7* of the Basic Lease Provisions. As used herein, "**Lease Term**" shall mean the Initial Term referred to in *Item 7* of the Basic Lease Provisions, as the same may be extended by any Option Periods. This Lease shall be a binding contractual obligation effective upon execution and delivery hereof by Landlord and Tenant, notwithstanding the later Commencement Date of the Initial Term of this Lease.

1(b) Tenant will be given access to the Building and the Premises on the Commencement Date.

2. BASIC ANNUAL RENT AND SECURITY DEPOSIT

2(a) Tenant agrees to pay during the Initial Term, monthly installments of Base Annual Rent ("**Base Annual Rent**") for the Premises in the amounts set forth in *Item 4* of the Basic Lease Provisions. For purposes of this Lease, a "**Lease Year**", shall be each full twelve (12) calendar month period following the Commencement Date. If the Commencement Date does not occur on the first day of a month, then the first Lease Year shall commence on the first day of the month following the partial month in which the Commencement Date occurs.

2(b) Except as expressly provided to the contrary herein, Base Annual Rent shall be payable in equal consecutive monthly installments, in advance, without demand, deduction or offset, commencing on the Commencement Date and continuing on the first day of each calendar month thereafter until the expiration of the Lease Term. The obligation of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. If the Commencement Date is a day other than the first day of a calendar month, then Rent for such partial month shall be calculated on a per diem basis. During the period between the Premises Delivery Date and the Commencement Date, Tenant shall be bound by and subject to all terms, covenants, conditions and obligations of this Lease, except that Tenant shall not have any obligation to pay Base Annual Rent or Additional Rent prior to the Commencement Date.

2(c) Simultaneously with the execution of this Lease, Tenant has paid or will pay Landlord the security deposit (the "**Security Deposit**") in *Item 6* of the Basic Lease Provisions as security for the performance of the provisions hereof by Tenant. Landlord shall not be required to keep the Security Deposit separate from its general funds and Tenant shall not be entitled to interest thereon. If Tenant defaults with respect to any provision of this Lease, including, without limitation, the provisions relating to the payment of Rent or the cleaning of the Premises upon the termination of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit: (i) for the payment of any Rent or any other sum in default; (ii) for the payment of any other amount that Landlord may spend or become obligated to spend by reason of Tenant's default hereunder; or (iii) to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default hereunder, including, without limitation, costs and reasonable attorneys' fees incurred by Landlord to recover possession of the Premises following a default by Tenant hereunder. If any portion of the Security Deposit is so used or applied, Tenant shall, upon demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the appropriate amount, as determined hereunder. If Tenant shall fully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within sixty (60) days following the expiration of the Lease Term; provided, however, that Landlord may retain the Security Deposit until such time as any amount due from Tenant in accordance with Paragraph 4 below has been determined and paid to Landlord in full.

2(d) The parties agree that for all purposes hereunder the Premises shall contain the number of square feet of Rentable Area calculated by Landlord as described in *Item 3* of the Basic Lease Provisions.

3. INTENTIONALLY OMITTED

4. COMMON AREA MAINTENANCE

4(a) Tenant agrees to pay during the Initial Term, as additional rent ("**Additional Rent**"), monthly installments of Tenant's Proportionate Share of Operating Costs as referenced in Item 5.

4(b) "**Operating Costs**" shall include all costs, expenses and obligations incurred or payable by Landlord in connection with the operation, ownership, management, repair or maintenance of the Building and the Project during or allocable to the Lease Term. Operating Costs shall include, without limitation, the following:

(i) All real property taxes, assessments, license fees, excises, levies, charges, assessments (both general and special assessments), or impositions and other similar governmental ad valorem or other charges levied on or attributable to the Project or its ownership, operation or transfer, and all taxes, charges, assessments or similar impositions imposed in lieu of the same (collectively, "**Real Estate Taxes**"). Real Estate Taxes shall also include all taxes, assessments, license fees, excises, levies, charges or similar impositions imposed by any governmental agency, district, authority or political subdivision: (A) on any interest of Landlord, any mortgagee of Landlord ("**Landlord's Mortgagee**") or any interest of Tenant in the Project, the Premises, or on the occupancy or use of space in the Project or the Premises; (B) for the provision of amenities, services or rights of use, whether or not exclusive, public, quasi-public or otherwise made available on a shared use basis, including amenities, services or rights of use such as fire protection, police protection, street, sidewalk, lighting, sewer or road maintenance, refuse removal or janitorial services or for any other service, without regard to whether such services were formerly provided by governmental or quasi-governmental agencies to property owners or occupants at no cost or at minimal cost; and (C) related to any transportation plan, fund or system instituted within the geographic area of the Project or otherwise applicable to the Premises, the Project or any portion thereof. Real Estate Taxes shall not include any estate, inheritance, successor, transfer, gift, franchise, corporation, income or profit tax imposed by the State or federal government on Landlord unless such income, franchise, transfer or profit taxes are in substitution for any Real Estate Taxes payable hereunder; and

(ii) The cost of utilities (including taxes and other charges incurred in connection therewith) provided to the Building or the Project, fuel, supplies, equipment, tools, materials, service contracts, janitorial services, waste and refuse disposal, gardening and landscaping; insurance, including, but not limited to, public liability, fire, property damage, flood, snow and ice removal, rental loss, rent continuation, boiler machinery, business interruption, contractual indemnification and All Risk coverage insurance for up to the full replacement cost of the Project, and such other insurance as reasonably determined by Landlord, and the deductible portion of any insured loss otherwise covered by such insurance; the cost of compensation, including employment, welfare and social security taxes, paid vacation days, disability, pension, medical and other fringe benefits of all persons (including independent contractors) who perform services connected with the operation, maintenance, repair or replacement of the Project; personal property taxes on and maintenance and repair of equipment and other personal property used in connection with the operation, maintenance or repair of the Project; repair and replacement of window coverings provided by Landlord, if any, in the premises of tenants in the Project; such reasonable auditors' fees and legal fees as are incurred in connection with the operation, maintenance or repair of the Project; reasonable costs incurred for administration and management of the Project; the maintenance of any easements or ground leases benefiting the Project, whether by Landlord or by an independent contractor; a reasonable allowance for depreciation of personal property used in the operation, maintenance or repair of the Project; license, permit and inspection fees; all costs and expenses required by any governmental or quasi-governmental authority or by applicable law, for any reason, including capital improvements, whether capitalized or not, and the cost of any Cost Saving Capital Improvements and Required Capital Improvements (as hereinafter defined) made to the Project by Landlord (such costs to be amortized and allocated as provided below); the cost of air conditioning, heating, ventilating, plumbing, elevator maintenance, and repair (to include the replacement of components) and other mechanical and electrical systems repair and maintenance; sign maintenance; and Common Area (defined in Paragraph 19 below) repair, resurfacing, operation and maintenance; and the cost of providing security services.

The following items shall be excluded from Operating Costs:

(A) Capital improvements except any capital improvements that either (i) are reasonably projected to reduce Operating Costs ("**Cost Saving Capital Improvements**"), or (ii) are required as a result of any change in law, code, or any other governmental or quasi-governmental entities having

jurisdiction over the Building or any occupants, visitors, invitees or employees ("**Required Capital Improvements**"), and provided that the cost of any such capital improvements shall be allocated over their useful life and Tenant shall be charged for only Tenant's Proportionate Share of allocated costs occurring during the Lease Term.

(B) Expense associated with leasing or procuring new tenants, including leasing commissions paid to agents of Landlord or other brokers; tenant improvements, advertising and promotional expenditures.

(C) Renovating or constructing tenant improvements in leasable space for tenants, or renovating space vacated by any tenant.

(D) Expenses incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants or in connection with any financing, sale or syndication of the Building.

(E) Depreciation of the Building.

(F) Costs of complying with hazardous waste and environmental laws except for such costs as are or may be deemed to be in the nature of continuing maintenance.

(G) Expenses for which the Landlord is or may be reimbursed by another source, including without limitation insurance subject to the insurance provisions of the Lease.

(H) Costs incurred to benefit a specific tenant.

(I) Costs of services and utilities directly charged to or paid by Tenant as Tenant is responsible for the Payment of their own utilities within the leasehold space).

(J) Any item and/or service selectively supplied to any other tenant (except any such items and/or services available to Tenant and not supplied to Tenant at Tenant's election).

(K) Landlord's corporate or parent general overhead and general administration.

(L) Any expenses for repairs or maintenance, which are covered by warranties, guarantees and service contracts (excluding any mandatory deductible).

(M) Interest, principal, points and fees or other costs associated with or incurred in connection with any debt, and rent payable under any ground lease.

(N) Political contributions.

(O) Income taxes or taxes payable in lieu thereof.

4(c) Tenant shall pay not later than ten (10) days before delinquency, (i) all taxes and assessments levied against any personal property, tenant improvements or trade fixtures of Tenant in or about the Premises and (ii) all taxes levied by the State based upon the charges paid by Tenant in this Lease or any document to which Tenant is a party creating or transferring an interest in this Lease or an estate in all or any portion of the Premises.

4(d) The Basic Annual Rent, Additional Rent, and State taxes levied upon such, are sometimes collectively referred to as, and shall constitute, "**Rent**".

5. IMPROVEMENTS AND ALTERATIONS

5(a) No alterations, additions or improvements ("**Alterations**") shall be made to the Premises by or on behalf of Tenant exceeding Five Thousand Dollars ($5,000.00) in cost per occasion without obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in no event may Tenant make any alteration, additions, improvements or modifications of any type whatsoever to the exterior of the Premises (including, without limitation, windows, signage, etc.) or that affect the structural portions, roof or systems of the Building without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. Tenant shall not unreasonably disturb other tenants of the Project in connection with any alterations performed by Tenant within the Premises, and Landlord, in Landlord's sole discretion, may impose reasonable rules and regulations in connection with the construction of any Alterations by Tenant within the Premises, including but not limited to requiring Tenant to complete such Alterations during specific hours or to cease construction during particular periods to minimize interference with other tenants within the Building.

5(b) All Alterations shall be constructed at Tenant's sole cost and expense and in a good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials shall be used. All Alterations shall comply with insurance requirements of this Lease, with all Laws, and with any rules and regulations implemented by Landlord or Landlord's contractor relating to construction within the Building. If any Law shall, by reason of the nature of Tenant's Alterations, impose any duty upon Tenant or Landlord with respect to (i) modification or other maintenance of the Premises, the Building or the Project, or (ii) the use, alteration or occupancy thereof, Tenant shall comply with such Law at Tenant's sole cost and expense. All plans and specifications for any Alterations shall be submitted to Landlord for its approval, which approval will not be unreasonably withheld, delayed or conditioned. Landlord may monitor construction of the Alterations and shall be entitled to receive a commercially reasonable construction management fee. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules and regulations. Landlord shall have the right, in its sole discretion, to instruct Tenant to remove those Alterations from the Premises which: (i) were not approved in advance by Landlord; (ii) were not built in conformance with the plans and specifications approved by Landlord; or (iii) Landlord specified during its review of plans and specifications for Alterations would need to be removed by Tenant upon the expiration or termination of this Lease, or the early termination of Tenant's right to occupy the Premises. Notwithstanding anything contained in this Section to the contrary, if any Alterations impact the Building systems in any way whatsoever (including without limitation HVAC, electrical and plumbing systems), then Landlord shall perform such Alterations, at Tenant's sole cost and expense. If upon the termination of this Lease, or the early termination of Tenant's right to occupy the Premises, Tenant is obligated to remove any or all of such Alterations from the Premises, then Tenant, at Tenant's sole cost and expense, shall promptly remove such Alterations and Tenant shall repair and restore the Premises to its condition prior to the making of the Alterations, reasonable wear and tear excepted. Any Alterations remaining in the Premises following the expiration of the Lease Term or following the surrender of the Premises from Tenant to Landlord, or upon the early termination of Tenant's right to occupy the Premises, shall become the property of Landlord.

5(c) Tenant shall keep the Premises, the Building and the Project free from any and all liens arising out of any Alterations, work performed, materials furnished, or obligations incurred by or for Tenant. Tenant shall provide Landlord with the identities and mailing addresses of its contractor(s) performing work on the Alterations, prior to beginning construction, and Landlord may post on and about the Premises notices of non-responsibility for mechanic's liens pursuant to applicable law. Tenant shall assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance from its contractor(s) for worker's compensation and other coverage in amounts and from insurance company(ies) reasonably satisfactory to Landlord, protecting Landlord against liability for bodily injury or property damage occurring during construction. Upon completion of any Alterations and upon Landlord's reasonable request, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who did work on the Alterations and final lien waivers from all such contractors and subcontractors.

5(d) In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the same to be released as a lien against the Project by payment or posting of a bond in a form and amount sufficient to effect a discharge of the lien under the State's law, then Landlord shall have the right, but not the obligation, to cause such lien to be discharged by such means as it shall deem proper (including bonding over, payment of or defense against the claim giving rise to such lien); in such case, Tenant shall reimburse Landlord for all amounts

so paid by Landlord in connection therewith, together with all of Landlord's costs and expenses, with interest thereon at the Interest Rate (defined below) and Tenant shall indemnify each and all of the Landlord Indemnitees (defined below) against any damages, losses or costs arising out of any such claim. Tenant's indemnification of Landlord contained in this Paragraph shall survive the expiration or earlier termination of this Lease, or the early termination of Tenant's right to occupy the Premises. Such rights of Landlord shall be in addition to all other remedies provided herein or by law.

6. REPAIRS

6(a) Subject to Paragraph 4 above and subparagraph (b) below, Landlord shall: (i) maintain and shall make all necessary repairs to the life safety systems, foundation, support columns, structural elements, roof, drainage systems, exterior walls, exterior doors that provide entry or exit to or from the Building (but not including any doors to and from the Premises), exterior locks on exterior doors and windows of the Building (but not including any doors to and from the Premises or windows in the Premises), Building HVAC systems for commons area only, and Building water and sewer lines and plumbing apparatus from the point of connection to lines serving the Premises into the Common Areas, the expense of which shall be deemed to be a Common Operating Cost entirely reimbursable by Tenant to Landlord pursuant to Paragraph 4 hereof; (ii) maintain the Common Areas; and (iii) keep all Building equipment located within the Common Areas and used in common by Tenant and other tenants in good condition and repair and shall replace the same at the end of such equipment's normal and useful life, reasonable wear and tear and casualty loss excepted. Landlord shall have no maintenance or repair obligations for the Alterations installed by Tenant or any Alterations. There shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Premises, the Building or the Project.

6(b) Tenant, at its sole cost and expense, shall keep the Premises in good order, condition and repair at all times during the Lease Term, and shall maintain, repair and replace all components of the Premises not required to be maintained, repaired or replaced by Landlord pursuant to subparagraph (a) above, and all equipment outside the Premises that exclusively serve the Premises. Such maintenance, repair and replacement obligations shall include but not be limited to, Tenant's trade fixtures, furnishings, scrubber, hood, venting, all Premises plumbing apparatus, water and sewer lines from the point of entry from the Common Areas into the Premises and the interior surface of any underdrains, lavatory, shower, toilet, wash basin and kitchen facilities (including all plumbing connected to said system installed by or on behalf of Tenant for Tenant's exclusive use or existing in the Premises at the time of Landlord's delivery of the Premises to Tenant), HVAC system servicing the Tenant's leasehold space, signage, computer and communications cabling and wiring, all plate glass within the Premises and all interior and exterior service doors and entrances from the Premises into the Common Areas or opening to the outside of the Building. Tenant shall make all maintenance, repairs and replacements to the Premises with materials equal or better quality and with contractors acceptable to Landlord. Tenant shall do all decorating, remodeling, alteration and painting required by Tenant during the Lease Term. Tenant shall pay for the cost of any repairs to the Premises, the Building or the Project made necessary by (x) any negligence or willful misconduct of Tenant or any of its assignees, subtenants, employees or their respective agents, servants, employees, representatives, contractors or other persons permitted in or invited to the Premises or the Project by Tenant (collectively the "**Tenant Parties**"), and (y) any excess wear and tear due to the actions or omissions of the Tenant or the Tenant Parties. If Tenant fails to make such repairs or replacements within fifteen (15) days after written notice from Landlord (or if such repairs or replacements cannot reasonably be made within fifteen (15) days and Tenant fails to commence such repairs or replacements within the fifteen (15) days and thereafter diligently pursue them to completion) Landlord may at its option make such repairs or replacements, and Tenant shall upon demand pay Landlord for the cost thereof.

6(c) Upon the expiration or earlier termination of this Lease, or upon the early termination of Tenant's right to occupy the Premises, Tenant shall surrender the Premises in a safe, clean and neat condition, normal wear and tear excepted. Except as otherwise set forth in this Paragraph 6, Tenant shall remove from the Premises all trade fixtures, furnishings and other personal property of Tenant and all computer and communications cabling and wiring from the Premises, shall repair all damage caused by such removal, and shall restore the Premises to its original condition, reasonable wear and tear excepted. In addition to all other rights Landlord may have, in the event Tenant does not remove such fixtures, furnishings or personal property, Tenant shall be deemed to have abandoned the same, in which case Landlord may store the same at Tenant's expense, appropriate the same for itself, and/or sell the same in its discretion.

7. USE OF PREMISES

7(a) The Premises will be used only for the Permitted Use in paragraph 10 of the Basic Lease Provisions and for no other purpose. Tenant shall not alter its use of the Premises without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion. Tenant's business in the Premises will be conducted only under the Trade Name; Tenant will not use or permit the Premises to be used under any other name or trade name without Landlord's prior written consent which Landlord may withhold in its sole and absolute discretion. Tenant acknowledges that the identity of Tenant, the specific character of Tenant's business, the anticipated use of the Premises, and the relationship between such use and other uses within the Building have been material considerations to Landlord's entry into this Lease. Any material change in the character of Tenant's business or use will constitute an Event of Default under this Lease. Tenant's retail operations shall be, at all times and in all respects, first-class and of high quality at least equal to respected establishments of comparable size and nature in Boynton Beach, Florida, as exist on the date of this Lease. The foregoing standards shall apply, without limitation, to the furniture and furnishings of the Premises, the attire and appearance of employees, and the management and operation of the Premises in general. Tenant acknowledges that the Premises is part of a first-class Project and that much of the Premises will be (and is intended to be) visible from public areas of the Building and from public sidewalks and, therefore, Tenant acknowledges that its obligations under this Lease with respect to the appearance and condition of the Premises are of great importance to Landlord. Tenant shall not use the Premises or permit the Premises to be used for the retail sale or dispensing of any form of marijuana.

7(b) Operations. Tenant accepts the Premises in its "As Is" condition and hereby acknowledges that it has investigated whether its proposed use of the Premises and its proposed manner of operation will comply with all Laws (as defined below), and Tenant assumes the risk that its proposed use of the Premises and its proposed manner of operation are, and will continue to be, in compliance with all Laws, including, without limitation, all zoning laws regulating the use and enjoyment of the Premises. Tenant hereby waives any defense to its obligations hereunder based upon the legal doctrines of frustration, impossibility or other defenses based on its inability to use the Premises for the purposes for which they are leased hereunder. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty as to the suitability of the Premises to the conduct of Tenant's business.

7(c) Following the Commencement Date, Tenant agrees to continuously operate its business during the Term in and from the Premises at least five (5) days per week. Notwithstanding the foregoing, without Landlord's prior written consent, Tenant shall not operate its business from the Premises earlier than 11:00 a.m. on any day or later than 11:00 p.m. Sunday through Thursday and no later than 12:00 p.m. on Friday and Saturday. Nothing contained herein shall require Landlord to illuminate the Common Areas beyond 11:00 p.m.

7(d) If Tenant (i) fails to take possession of and open for business in the Premises within sixty (60) days following the Commencement Date, or (ii) abandons, leaves vacant or deserts part or all of the Premises at any time, or (iii) fails to operate under Tenant's Trade Name (collectively, a "**Failure To Do Business**"), Landlord shall have the right, in addition to any and all other rights or remedies Landlord may have under this Lease, or at law or in equity, at Landlord's option, to terminate this Lease upon thirty (30) days written notice, and (unless Tenant has resumed doing business in accordance with this Lease or Landlord has approved an assignment or transfer of this Lease after its notice of termination) on the thirtieth (30th) day this Lease will end as though it were the Termination Date. Landlord, at Landlord's option, may also treat such failure to do business as an Event of Default. Notwithstanding any provision of this Lease to the contrary, Tenant may close for business for such reasonable times as may be necessary to perform: (1) a remodeling or rebuilding of the Premises which has been approved by Landlord; (2) maintenance and repairs to the Premises; and (3) a reasonable inventory each calendar year.

7(e) Landlord has not promised Tenant that Tenant will have the exclusive right in the Project to the Permitted Use.

7(f) Without limiting, and in addition to the limitations contained in this Paragraph, Tenant will not: (i) advertise or conduct any distress, fire, bankruptcy, liquidation, relocation or closing or going out of business sale unless such advertisements are true, and Landlord gives its prior written consent to such advertisements and sale; (ii)

warehouse and stock within the Premises any goods, items or merchandise other than that which Tenant intends to offer for sale in the Premises; (iii) use or permit the use in the Premises of any pinball machines, video games, or other devices or equipment for amusement or recreation, or any vending machines or other coin-operated devices; (iv) engage in any deceptive trade practice.

7(g) Tenant shall not at any time use or occupy the Premises, or permit any act or omission in or about the Premises in violation of any law, statute, ordinance or any governmental rule, regulation or order (collectively, "**Law**" or "**Laws**") and Tenant shall, upon written notice from Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of Law. If any Law shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to (i) modification or other maintenance of the Premises, the Building or the Project, or (ii) the use, alteration or occupancy thereof, Tenant shall comply with such Law at Tenant's sole cost and expense. This Lease shall be subject to and Tenant shall comply with all financing documents encumbering the Building or the Project and all recorded covenants, conditions and restrictions affecting the Premises, the Building or the Project, including, but not limited to, Tenant's execution of any subordination agreements requested by a mortgagee of the Premises, the Building or the Project; provided that after the Commencement Date Landlord shall not subject the Building or the Project to any covenants, conditions or restrictions that materially impair Tenant's Permitted Use of the Premises or materially increase Tenant's obligations under the Lease.

7(h) Tenant shall not at any time use or occupy the Premises in violation of the certificates of occupancy issued for or recorded restrictive covenants pertaining to the Building or the Premises, and in the event that any architectural control committee or department of the State or the city or county in which the Project is located shall at any time contend or declare that the Premises are used or occupied in violation of such certificate or certificates of occupancy or restrictive covenants, Tenant shall, upon five (5) days' notice from Landlord or any such governmental agency, immediately discontinue such use of the Premises. The failure by Tenant to discontinue such use shall be considered an immediate default under this Lease and Landlord shall have the right to exercise any and all rights and remedies provided herein or by Law. Any statement in this Lease of the nature of the business to be conducted by Tenant in the Premises shall not be deemed or construed to constitute a representation or guaranty by Landlord that such business will continue to be lawful or permissible under any certificate of occupancy issued for the Building or the Premises, or otherwise permitted by Law.

7(i) Tenant shall not do or permit to be done anything which may invalidate or increase the cost of any fire, All Risk or other insurance policy covering the Building, the Project and/or property located therein and shall comply with all rules, orders, regulations and requirements of the appropriate fire codes and ordinances or any other organization performing a similar function. In addition to all other remedies of Landlord, Landlord may require Tenant, promptly upon demand, to reimburse Landlord for the full amount of any additional premiums charged for such policy or policies by reason of Tenant's failure to comply with the provisions of this Paragraph.

7(j) Tenant shall not in any way interfere with the rights or quiet enjoyment of other tenants or occupants of the Premises, the Building or the Project. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain, or permit any nuisance in, on or about the Premises, the Building or the Project. Tenant shall not commit or suffer to be committed any waste in, on, upon or about the Premises, the Building or the Project. If the Permitted Use is a restaurant or other use involving the storage, preparation, service or consumption of food or beverages, Tenant (i) acknowledges that the nature of the business to be conducted in the Premises could, in the absence of adequate preventive measures, create objectionable fumes, vapors or odors, vermin, damage and injury, unreasonable noise and other conditions which would cause annoyance and interference to the other tenants and occupants of the Project, and (ii) agrees that it will conduct its restaurant and food operation in the Premises so as to minimize such annoyance or interference, including, without limitation, complying, at Tenant's own cost and expense, with the following terms of this Paragraph:

(i) Grease Disposal. Tenant will install, if necessary (and in accordance with all applicable Laws), mechanical grease recovery units or grease interceptors for all food preparation areas having any grease-producing appliances or fixtures that discharge into the sanitary sewer system, including, without limitation, any sinks, dishwashers and kitchen hood grease drains. Tenant will be responsible for the proper care, cleaning and maintenance of the mechanical grease recovery units or grease interceptors and any piping required therefor in accordance with all applicable Laws. Without limiting the foregoing, Tenant will be responsible for cleaning and maintaining such

mechanical grease recovery units or grease interceptors at least once per month so as to prevent the discharge of any grease into the sanitary sewer system. Tenant will keep the drain, waste and sewer pipes and related connections serving the Premises free from obstructions, including grease. Tenant will contract with a qualified service company reasonably approved by Landlord for the cleaning and maintenance of the mechanical grease recovery units or grease interceptors upon a maintenance schedule reasonably approved by Landlord, and will provide Landlord with a copy of the service contract within ten (10) days after Tenant's opening for business and at any time thereafter that such agreement is renewed, amended or replaced, or Landlord, at its option, may arrange for such a service contract for the cleaning and maintenance of the mechanical grease recovery units or grease interceptors and Tenant shall pay the costs thereof to Landlord upon demand.

(ii) Trash Containment/Recycling/Compost. Tenant shall procure adequate trash removal and disposal services, including but not limited to liquid and solid waste for its operation and pay all charges therefore, or Landlord, at its option, may arrange for such trash removal and disposal services and Tenant shall pay the costs thereof to Landlord upon demand. Tenant shall deposit all trash and garbage in appropriate receptacles and shall schedule regular pick-ups in accordance with any applicable laws or regulations. Tenant acknowledges that there is a designated area for trash dumpsters for the Building and that tenants of the Building must coordinate with Landlord the location of their respective dumpsters within said area, or make arrangements to share trash dumpsters and trash removal costs among the tenants on an equitable basis. To the extent directed by Landlord, Tenant covenants and agrees to cooperate with all retail tenants of the Building with regard to trash disposal and grease trap services. In the event odors are emitted into the premises of other tenants in the Building or Project as a result of the storage of trash in the Premises, Tenant will immediately remedy the situation and will indemnify Landlord from any claims and costs arising therefrom. Tenant shall use commercially reasonable efforts to comply with Landlord's requirements for the Project relating to recycling and composting.

(iii) Exhaust Ventilation. Tenant will install, operate, maintain, service and repair, and make all replacements to, a ventilating and exhaust system and such other cleaning, filtration or similar systems which may be necessary to prevent smoke, fumes, vapors, odors or other offensive substances from emanating from the Premises in any quantity or manner reasonably objectionable to Landlord or other tenants, occupants, customers or guests of the Building or Project. Landlord will have the right to approve the locations and specifications of ducting and exterior exhaust vents for such ventilating and exhaust system, but Landlord shall have no duty to see that such exhaust system complies with applicable laws, codes, rules and regulations. Without limiting the foregoing, such ducting and vents will be located in a manner that does not interfere with the heating, ventilating and cooling system of the Building, and no exterior exhaust vents will be located on the front of the Premises. Such ventilating system shall be comparable to advanced ventilating systems used by national restaurant chains in the Boynton Beach, Florida area.

(iv) Health Department Notices. Tenant shall comply with all rules and regulations of the applicable health departments (the "**Health Department**") and all other Laws, rules and regulations applicable to Tenant's operation of a restaurant within the Premises, and shall promptly (1) furnish or cause to be furnished to Landlord copies of all Health Department and other governmental reports, notices and citations issued with respect to the Premises, and (2) cure or otherwise eliminate all deficiencies and violations noted by the Health Department and other governmental authorities and take all required actions to prevent the reoccurrence of such deficiencies and violations.

(v) Generally. Tenant will (1) operate Tenant's business from the Premises in a clean and sanitary manner so as to prevent infestation by vermin, roaches or rodents, and (2) obtain and maintain at all times during the Lease Term a pest control contract reasonably acceptable to Landlord, providing for regular inspection of the Premises for pests, and extermination of pests in and around the Premises. Tenant shall provide a copy of the pest control contract to Landlord upon request of Landlord. If Tenant fails to comply with the terms, covenants and conditions of this Paragraph, Landlord may, after five (5) days' written notice to Tenant, and without prejudice to any other right or remedy Landlord may have in this Lease, remedy the default and Tenant shall pay to Landlord upon demand all costs incurred by Landlord in connection therewith plus an administrative fee of ten percent (10%) of such costs.

7(k) Subject to any changes in the ADA, Tenant agrees to comply with all requirements of the Americans With Disabilities Act ("**ADA**") applicable to the Premises to accommodate its employees, invitees and customers, and Landlord agrees to comply with all requirements of the ADA applicable to the Common Areas to accommodate

occupants of the Building and their invitees and customers. Tenant acknowledges that it shall be wholly responsible for any accommodations or alterations which need to be made to the Premises, and Landlord acknowledges that it shall be wholly responsible for any accommodations or alterations which need to be made to the Common Areas. No provision in this Lease should be construed in any manner as permitting, consenting to or authorizing Tenant or Landlord to violate requirements under the ADA and any provision to the Lease which could arguably be construed as authorizing a violation of the ADA shall be interpreted in a manner which permits compliance with the ADA and is hereby amended to permit such compliance.

7(l) Tenant shall take all reasonable steps necessary to adequately secure the Premises from unlawful intrusion, theft, fire and other hazards, and shall keep and maintain any and all security devices in or on the Premises in good working order, including, but not limited to, exterior door locks for the Premises and smoke detectors and burglar alarms located within the Premises and shall cooperate with Landlord and other tenants in the Project with respect to access control and other safety matters.

7(m) As used herein, the term "**Hazardous Material**" means any pollutants, flammable or ignitable explosives, radioactive materials, or hazardous, toxic, corrosive or dangerous waste, substances or related materials, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Premises or the Project, including, but not limited to, asbestos, lead-based paints, radon, polychlorobiphenyls, petroleum products and byproducts, including, but not limited to, underground storage tanks and other petroleum-related matters. Hazardous Materials shall include substances defined or listed as "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "toxic substances," "asbestos-containing materials" or similarly identified in the Comprehensive Environmental Response, Compensation, and Liability Act, as now or hereafter amended; in the Resource Conservation and Recovery Act, as now or hereafter amended; and in any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; and shall include any substances or mixture regulated under the Toxic Substance Control Act of 1976, as now or hereafter amended; and any "toxic pollutant" or "pollutant" under the Clean Water Quality Control Act; or any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (collectively, the "**Hazardous Materials Laws**").

(i) Tenant agrees that all operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, by Tenant or the Tenant Parties, throughout the term of this Lease, shall be in all respects in compliance with all federal, state and local Laws then governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Materials.

(ii) Tenant agrees to indemnify, defend and hold Landlord and its Affiliates (defined below) harmless for, from and against any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys' fees and expenses, court costs, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the Lease Term directly or indirectly from or in connection with the presence, suspected presence, or release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Premises, or any portion thereof caused by Tenant or the Tenant Parties.

(iii) In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "**Remedial Work**") is required under any applicable federal, state or local Law, by any judicial order, or by any governmental entity as the result of operations or activities upon, or any use or occupancy of any portion of the Premises by Tenant or the Tenant Parties, Landlord shall perform or cause to be performed the Remedial Work in compliance with such Law or order at Tenant's sole cost and expense. All Remedial Work shall be performed by one or more contractors, selected and approved by Landlord, and under the supervision of a consulting engineer, selected by Tenant and approved in advance in writing by Landlord. All costs and expenses of such Remedial Work shall be paid by Tenant, including, without limitation, the charges of such contractor(s), the consulting engineer, and Landlord's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work.

(iv) Each of the covenants and agreements of Tenant set forth in this Paragraph shall survive the expiration or earlier termination of this Lease, or the early termination of Tenant's right to occupy the Premises.

8. UTILITIES AND SERVICES

8(a) Tenant is responsible for the payment of all utilities including electrical, water, sewer and garbage disposal. Provided that Tenant is not in default hereunder, Landlord shall furnish, or cause to be furnished to the Premises, the utilities and services described in *Exhibit A* attached hereto, subject to the conditions and in accordance with the standards set forth therein and in this Lease. Notwithstanding anything contained herein to the contrary, Tenant shall contract for all janitorial services within the Premises, maintain an air conditioning service maintenance contract and shall retain the right to contract independently for other services provided to the Premises, including, but not limited to, plant services and other convenience services provided for the benefit of Tenant and Tenant's employees and invitees.

8(b) Tenant agrees to cooperate fully at all times with Landlord and to comply with all reasonable regulations and requirements which Landlord may from time to time prescribe for the use of the utilities and services described herein and in *Exhibit A*. Landlord shall not be liable to Tenant for the failure of any other tenant, or its assignees, subtenants, employees, or their respective invitees, licensees, agents or other representatives to comply with such regulations and requirements.

8(c) If Tenant requires utilities or services in quantities greater than or at times other than that generally furnished by Landlord pursuant to *Exhibit A*, Tenant shall advise Landlord twenty-four (24) hours in advance and Tenant shall pay to Landlord, upon receipt of a written statement therefor, such amount as may from time to time be charged by Landlord to meet the then current rate for the Project, for such excess use. In the event Tenant shall require additional electrical current, water or gas for use in the Premises and if, in Landlord's judgment, such excess requirements cannot be furnished unless additional risers, conduits, feeders, switchboards and/or appurtenances are installed in the Building, subject to the conditions stated below, Landlord shall proceed to install the same at the sole cost of Tenant, payable upon demand in advance. The installation of such facilities shall be conditioned upon Landlord's consent, and a determination that the installation and use thereof shall: (i) be permitted by applicable Law and insurance regulations; (ii) not cause permanent damage or injury to the Building or adversely affect the value of the Building or the Project; and (iii) not cause or create a dangerous or hazardous condition or interfere with or disturb other tenants in the Building. Subject to the foregoing, Landlord shall, upon reasonable prior notice by Tenant, furnish to the Premises additional heating, air conditioning and/or cleaning services upon such reasonable terms and conditions as shall be determined by Landlord, including payment of Landlord's charge therefor. In the case of any additional utilities or services to be provided hereunder, Landlord may require a switch and metering system to be installed to measure the amount of such additional utilities or services. The cost of installation, maintenance and repair thereof shall be paid by Tenant upon demand.

8(d) Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement or reduction of Rent, or other liability by reason of any failure to furnish any services or utilities described herein or in *Exhibit A* for any reason (other than Landlord's gross negligence or willful misconduct), including, without limitation, when caused by accident, breakage, repairs, Alterations or other improvements to the Project, strikes, lockouts or other labor disturbances or labor disputes of any character, governmental regulation, moratorium or other governmental action, inability to obtain electricity, water or fuel, or any other cause beyond Landlord's control. Landlord shall be entitled to cooperate with the energy conservation efforts of governmental agencies or utility suppliers. No such failure, stoppage or interruption of any such utility or service shall be construed as an eviction of Tenant, nor shall the same relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage or interruption thereof, Landlord shall use reasonable efforts to attempt to restore all services promptly.

8(e) Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the above standards (including, without limitation, those described in *Exhibit A*) for utilities and services; however, if the modifications require Tenant to penetrate the roof or the structure of the building then it must submit plans and drawings for inspection and approval by the Landlord.

9. NON-LIABILITY AND INDEMNIFICATION OF LANDLORD; INSURANCE

9(a) Landlord shall not be liable for any injury, loss or damage suffered by Tenant or to any person or property occurring or incurred in or about the Premises, the Building or the Project from any cause, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF ANY LANDLORD INDEMNITEE (DEFINED BELOW). Without limiting the foregoing, neither Landlord nor any of its owners, managers, partners, officers, trustees, affiliates, directors, employees, contractors, agents or representatives (collectively, "**Affiliates**") shall be liable for and there shall be no abatement of Rent (except in the event of a casualty loss or a condemnation as set forth in Paragraphs 10 and 11) for: (i) any damage to Tenant's property stored with or entrusted to Affiliates of Landlord; (ii) loss of or damage to any property by theft or any other wrongful or illegal act; (iii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or the Project or from the pipes, appliances, appurtenances or plumbing works therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other cause whatsoever (not resulting from the gross negligence, willful misconduct or breach of this Lease by Landlord); (iv) any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building, whether within or outside of the Project; or (v) any latent or other defect in the Premises, the Building or the Project. Tenant shall give prompt notice to Landlord in the event of (i) the occurrence of a fire or accident in the Premises or in the Building, or (ii) the discovery of a defect therein or in the fixtures or equipment thereof. This Paragraph 9(a) shall survive the expiration or earlier termination of this Lease, or the early termination of Tenant's right to occupy the Premises.

9(b) Tenant hereby agrees to indemnify, protect, defend and hold harmless Landlord and its designated property management company, and their respective owners, managers, partners, members, affiliates and subsidiaries, and all of their respective officers, directors, shareholders, employees, servants, partners, representatives, insurers and agents (collectively, "**Landlord Indemnitees**") for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries to persons, damages to property, losses, liens, causes of action, suits, judgments and expenses (including court costs, attorneys' fees, expert witness fees and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part): (1) Tenant's construction of or use, occupancy or enjoyment of the Premises or Project; (2) any activity, work or other things done, permitted or suffered by Tenant and its agents and employees in or about the Premises or Project; (3) any breach or default in the performance of any of Tenant's obligations under this Lease; (4) any act, omission, negligence or willful misconduct of Tenant or any of its agents, contractors, employees, business invitees or licensees; or (5) any damage to Tenant's property, or the property of Tenant's agents, employees, contractors, business invitees or licensees, located in or about the Premises (collectively, "**Liabilities**"), EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF ANY LANDLORD INDEMNITEE. This Paragraph 9(b) shall survive the expiration or earlier termination of this Lease, or the early termination of Tenant's right to occupy the Premises.

9(c) Landlord hereby agrees to indemnify, protect, defend and hold harmless Tenant and its respective partners, members, affiliates and subsidiaries, and all of their respective officers, directors, shareholders, employees, servants, partners, representatives, insurers and agents (collectively, "**Tenant Indemnitees**") for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries to persons, damages to property, losses, liens, causes of action, suits, judgments and expenses (including court costs, attorneys' fees, expert witness fees and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part): (1) Landlord's construction, maintenance and repair of the Project; (2) any activity, work or other things done, permitted or suffered by Landlord and its agents and employees in or about the Project; (3) any act of Landlord or any of its agents, contractors and employees; or (4) any damage to Tenant's property located in or about the Premises (collectively, "**Liabilities**"), TO THE EXTENT SUCH ARE CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS LEASE BY ANY LANDLORD INDEMNITEE. This Paragraph 9(c) shall survive the expiration or earlier termination of this Lease, or the early termination of Tenant's right to occupy the Premises.

9(d) Tenant or Landlord, respectively, shall promptly advise the other in writing of any action, administrative or legal proceeding or investigation as to which an indemnification under this Paragraph 9 may apply. The respective Indemnitor, at such Indemnitor's expense, shall assume on behalf of each and every respective Indemnitee and conduct with due diligence and in good faith the defense thereof with counsel reasonably satisfactory to the respective Indemnitee; provided, however, that any Indemnitee shall have the right, at its option, to be

represented therein by advisory counsel of its own selection and at its own expense. In the event of failure by an Indemnitor to fully perform in accordance with this Paragraph, the Indemnitee at its option, and without relieving the Indemnitor of its obligations hereunder, may so perform, but all costs and expenses so incurred by the Indemnitee in that event shall be reimbursed by the Indemnitor to Indemnitee, together with interest on the same from the date any such expense was paid by the Indemnitee until reimbursed by the Indemnitor, at the rate of interest provided to be paid on judgments under the law of the jurisdiction governing this Lease. The indemnifications provided in Paragraphs 9(b) and 9(c) shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employees' benefit acts, but they shall be subject to the mutual waivers of recovery provided in Paragraph 9(f) and the limitation on damages provided in Paragraph 18(c).

9(e) Insurance.

(i) At all times during the Lease Term, Tenant shall, at its own expense, keep in full force and effect (A) commercial general liability insurance providing coverage against bodily injury and disease, including death resulting therefrom, bodily injury and property damage to a combined single limit of **$3,000,000** to one or more than one person as the result of any one accident or occurrence, which shall include provision for contractual liability coverage insuring Tenant for the performance of its indemnity obligations set forth in this Paragraph 9 and in Paragraph 7(m)(ii) of this Lease (except that during the construction of the Alterations the contractual liability coverage for the Paragraph 7(m)(ii) indemnity may be provided by Tenant or Tenant's general contractor), (B) worker's compensation insurance to the statutory limit, if any, and employer's liability insurance with a minimum limit of $500,000 per occurrence, and (C) All Risk or special purpose personal property insurance covering full replacement value of Tenant's personal property, equipment, trade fixtures and furnishings in the Premises. In addition, Tenant shall cause all contractors performing any work in or around the Premises to obtain insurance in such forms and with such limits as required by Landlord. Tenant shall maintain deductibles on all insurance policies in such amounts as are reasonably acceptable to Landlord. For the risks and liabilities assumed by Tenant under this Lease, Landlord and its designated property management firm shall be named an additional insured on Tenant's commercial general liability insurance. The required policies shall be issued by an insurance company or companies authorized to do business in the State and which have policyholder ratings not lower than "A-" and financial ratings not lower than "VII" in Best's Insurance Guide (latest edition in effect as of the Effective Date and subsequently in effect as of the date of renewal of the required policies). TENANT SHALL PROVIDE TO LANDLORD THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY CANCELLATION OF, NONRENEWAL OF, REDUCTION OF COVERAGE OR MATERIAL CHANGE IN COVERAGE ON SAID POLICIES. Tenant hereby waives its right of recovery against any Landlord Indemnitee of any amounts paid by Tenant or on Tenant's behalf to satisfy applicable worker's compensation laws. The policies or duly executed certificates showing the material terms for the same, shall be deposited with Landlord on the date Tenant first occupies the Premises and upon renewals of such policies not less than five (5) days prior to the expiration of the term of such coverage. If certificates are supplied rather than the policies themselves, Tenant shall provide to Landlord, upon request, policies of all insurance required under this Lease.

(ii) It is expressly understood and agreed that the coverages required represent Landlord's minimum requirements and such are not to be construed to void or limit Tenant's obligations contained in this Lease, including without limitation Tenant's indemnity obligations hereunder. Neither shall (A) the insolvency, bankruptcy or failure of any insurance company carrying Tenant, (B) the failure of any insurance company to pay claims occurring, nor (C) any exclusion from or insufficiency of coverage be held to affect, negate or waive any of Tenant's indemnity obligations under this Paragraph 9 and Paragraph 7(m)(ii) or any other provision of this Lease. With respect to insurance coverages, except worker's compensation, maintained hereunder by Tenant and insurance coverages separately obtained by Landlord, all insurance coverages afforded by policies of insurance maintained by Tenant shall be primary insurance, for the risks and liabilities assumed by Tenant under this Lease, as such coverages apply to Landlord, and such insurance coverages separately maintained by Landlord shall be excess, and Tenant shall have its insurance policies so endorsed. The amount of liability insurance under insurance policies maintained by Tenant shall not be reduced by the existence of insurance coverage under policies separately maintained by Landlord. Tenant shall be solely responsible for any premiums, assessments, penalties, deductible assumptions, retentions, audits, retrospective adjustments or any other kind of payment due under its policies.

(iii) Tenant's occupancy of the Premises without delivering the certificates of insurance shall not constitute a waiver of Tenant's obligations to provide the required coverages. If Tenant provides to Landlord a certificate that does not evidence the coverages required herein, or that is faulty in any respect, such shall not constitute

a waiver of Tenant's obligations to provide the proper insurance. **All insurance required to be maintained by the Tenant shall name the Landlord as an additional insured.**

(iv) Throughout the Lease Term, Landlord agrees to maintain (A) fire and extended coverage insurance on the insurable portions of Building (excluding the Tenant Improvements and personal property) and the remainder of the Project, in an amount not less than the full replacement value thereof, subject to deductibles as reasonably determined by Landlord, (B) boiler and machinery insurance amounts and with deductibles as reasonably determined by Landlord, and (C) commercial general liability insurance providing coverage against bodily injury and disease, including death resulting therefrom, bodily injury and property damage to a combined single limit of $5,000,000 to one or more than one person as the result of any one accident or occurrence. All such insurance shall be obtained from an insurance company or companies authorized to do business in the State and which have policyholder ratings not lower than "A-" and financial ratings not lower than "VII" in Best's Insurance Guide (latest edition in effect as of the Effective Date and subsequently in effect as of the date of renewal of the required policies). The premiums for any such insurance shall be a part of Operating Costs.

9(f) Mutual Waivers of Recovery. Landlord, Tenant, and all parties claiming through or under them, mutually release and discharge each other from responsibility for that portion of any liability, loss or damage paid or reimbursable by an insurer of Landlord or Tenant under any policy of liability insurance or any policy of fire, extended coverage or other property insurance policy maintained by Tenant or by Landlord (or which would have been paid had the insurance required to be maintained hereunder been in full force and effect and a claim submitted thereunder), no matter how caused, including negligence or gross negligence, and each waives any right of recovery from the other including, but not limited to, claims for contribution or indemnity, which might otherwise exist on account thereof. Any fire, extended coverage or property insurance policy maintained by Tenant with respect to the Premises, or Landlord with respect to the Building or the Project, shall contain, in the case of Tenant's policies, a waiver of subrogation provision or endorsement in favor of Landlord, and in the case of Landlord's policies, a waiver of subrogation provision or endorsement in favor of Tenant, or, in the event that such insurers cannot or shall not include or attach such waiver of subrogation provision or endorsement, Tenant and Landlord shall obtain the approval and consent of their respective insurers, in writing, to the terms of this Lease. Tenant and Landlord, respectively, agree to indemnify, protect, defend and hold harmless each other and their respective Landlord Indemnitees or Tenant Indemnitees, as applicable, from and against any claim, suit or cause of action asserted or brought by an Indemnitor's insurer(s) for, on behalf of, or in the name of the Indemnitor, including, but not limited to, claims for contribution, indemnity or subrogation, brought in contravention of this Paragraph. The mutual releases, discharges and waivers contained in this provision shall apply EVEN IF THE LOSS OR DAMAGE TO WHICH THIS PROVISION APPLIES IS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF LANDLORD OR TENANT.

9(g) Business Interruption. Landlord shall not be responsible for, and Tenant releases and discharges Landlord from, and Tenant further waives any right of recovery from Landlord for, any loss for or from business interruption or loss of use of the Premises suffered by Tenant as a result of Tenant's use or occupancy of the Premises, EVEN IF SUCH LOSS IS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF LANDLORD, BUT NOT TO THE EXTENT THE LOSS IS CAUSED SOLELY OR PARTLY BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS LEASE BY LANDLORD.

9(h) Adjustment of Claims. Tenant and Landlord shall cooperate with their respective insurers in the adjustment of any insurance claim pertaining to the Premises, the Building or the Project or their respective uses thereof.

9(i) Increase in Landlord's Insurance Costs. Tenant agrees to pay to Landlord any increase in premiums for Landlord's insurance policies resulting from Tenant's use or occupancy of the Premises for other than general retail use.

9(j) Failure to Maintain Insurance. Any failure of Tenant to obtain and maintain the insurance policies and coverages required hereunder or failure by Tenant to meet any of the insurance requirements of this Lease shall constitute an event of default hereunder, and such failure shall entitle Landlord to pursue, exercise or obtain any of the remedies provided for in this Lease, and Tenant shall be solely responsible to Landlord for any loss suffered as a result of such failure. In the event of failure by Tenant to maintain the insurance policies and coverages required by this Lease or to meet any of the insurance requirements of this Lease, Landlord, at its option, and without relieving

Tenant of its obligations hereunder, may obtain said insurance policies and coverages or perform any other insurance obligation of Tenant, but all costs and expenses incurred by Landlord in obtaining such insurance or performing Tenant's insurance obligations shall be reimbursed by Tenant to Landlord, together with interest on same from the date any such cost or expense was paid by Landlord until reimbursed by Tenant, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of this Lease is subject.

10. FIRE OR CASUALTY

10(a) If any fire or other casualty (whether insured or uninsured) renders all or a substantial portion of the Premises or the Building untenantable, Landlord shall, with reasonable promptness after the occurrence of such damage, estimate the length of time that will be required to substantially complete the repair and restoration and shall by notice advise Tenant of such estimate ("**Landlord's Notice**"). If Landlord estimates that the amount of time required to substantially complete such repair and restoration will exceed one hundred eighty (180) days from the date such damage occurred, then Landlord, or Tenant if all or a substantial portion of the Premises is rendered untenantable, shall have the right to terminate this Lease as of the date of such damage by giving written notice to the other at any time within twenty (20) days after delivery of Landlord's Notice, provided that if Landlord so chooses, Landlord's Notice may also constitute such notice of termination.

10(b) Unless this Lease is terminated as provided in the preceding subparagraph, Landlord shall proceed with reasonable promptness to repair and restore the Premises to its condition as existed prior to such casualty, subject to reasonable delays for insurance adjustments and Force Majeure delays, and also subject to zoning Laws and building codes then in effect. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease if such repairs and restoration are not in fact completed within the time period estimated by Landlord so long as Landlord shall proceed with reasonable diligence to complete such repairs and restoration.

10(c) Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord or Tenant, for damages to the Premises, except for those proceeds of Tenant's insurance of its own personal property and equipment which would be removable by Tenant at the Termination Date. All such insurance proceeds shall be payable to Landlord whether or not the Premises are to be repaired and restored, provided, however, if this Lease is not terminated and the parties proceed to repair and restore the Tenant Improvements, at Tenant's cost, to the extent Landlord received proceeds of Tenant's insurance covering the Tenant Improvements, such proceeds shall be applied to reimburse Tenant for its cost of repairing and restoring the Tenant Improvements.

10(d) Notwithstanding anything to the contrary herein set forth: (i) Landlord shall have no duty pursuant to this Paragraph to repair or restore any portion of the Tenant Improvements or to expend for any repair or restoration of the Premises or Building amounts in excess of insurance proceeds paid to Landlord and available for repair or restoration (or that would have been paid to Landlord had Landlord carried insurance required to be carried by Landlord under the terms of this Lease), and (ii) Tenant shall not have the right to terminate this Lease pursuant to this Paragraph if any damage or destruction was caused by the negligence or willful misconduct of Tenant, its agent or employees. Whether or not the Lease is terminated pursuant to this Paragraph, in no event shall Tenant be entitled to any compensation or damages for loss of the use of the whole or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, rebuilding or restoration of the Premises or the Building or access thereto.

10(e) Any repair or restoration of the Premises performed by Tenant shall be in accordance with the provisions of Paragraph 5 hereof.

10(f) If the Premises or the Building is damaged by a casualty but neither is rendered substantially untenantable and Landlord estimates that the time to substantially complete the repair or restoration will not exceed one hundred eighty (180) days from the date such damage occurred, then Landlord shall proceed to repair and restore the Building or the Premises, other than the Tenant Alterations, with reasonable promptness, unless such damage is to the Premises and occurs during the last six (6) months of the Lease Term, in which event either Tenant or Landlord shall have the right to terminate this Lease as of the date of such casualty by giving written notice thereof to the other

within twenty (20) days after the date of such casualty. Notwithstanding the foregoing, Landlord's obligation to repair shall be limited in accordance with the provisions of subparagraph (b) above.

10(g) The provisions of this Lease, including this Paragraph 10, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, the Premises or the Project or any part of either, and any Law with respect to any rights or obligations concerning damage or destruction shall have no application to this Lease or to any damage to or destruction of all or any part of the Premises or the Project or any part of either, and are hereby waived.

11. EMINENT DOMAIN

In the event the whole of the Premises, the Building or the Project shall be taken under the power of eminent domain, or sold to prevent the exercise thereof (collectively, a "**Taking**"), this Lease shall automatically terminate as of the date of such Taking. In the event a Taking of a portion of the Project, the Building or the Premises shall, in the reasonable opinion of Landlord, substantially interfere with Landlord's operation thereof, Landlord may terminate this Lease upon thirty (30) days' written notice to Tenant given at any time within sixty (60) days following the date of such Taking. For purposes of this Lease, the date of Taking shall be the earlier of the date of transfer of title resulting from such Taking or the date of transfer of possession resulting from such Taking. In the event that a portion of the Premises is so taken and this Lease is not terminated, Landlord shall, with reasonable diligence, use commercially reasonable efforts to proceed to restore (to the extent permitted by Law and covenants, conditions and restrictions then applicable to the Project) the Premises (other than the Tenant's Improvements and personal property and fixtures) to a complete, functioning unit. In such case, the Basic Annual Rent shall be reduced proportionately based on the portion of the Premises so taken. If all or any portion of the Premises is the subject of a temporary Taking, this Lease shall remain in full force and effect and Tenant shall continue to perform each of its obligations under this Lease; in such case, Tenant shall be entitled to receive the entire award allocable to the temporary Taking of the Premises. Except as provided herein, Tenant shall not assert any claim against Landlord or the condemning authority for, and hereby assigns to Landlord, any compensation in connection with any such Taking, and Landlord shall be entitled to receive the entire amount of any award therefor, without deduction for any estate or interest of Tenant. Nothing contained in this Paragraph 11 shall be deemed to give Landlord any interest in, or prevent Tenant from seeking, any award against the condemning authority for the Taking of personal property, fixtures, above standard tenant improvements of Tenant or for relocation or moving expenses recoverable by Tenant from the condemning authority. This Paragraph 11 shall be Tenant's sole and exclusive remedy in the event of a Taking.

12. ASSIGNMENT AND SUBLETTING

12(a) Tenant shall not directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, assign, sublet, mortgage, hypothecate or otherwise encumber all or any portion of its interest in this Lease or in the Premises or grant any license in or suffer any person other than Tenant or its employees to use or occupy the Premises or any part thereof without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Any such attempted assignment, subletting, license, mortgage, hypothecation, other encumbrance or other use or occupancy without the consent of Landlord shall be null and void and of no effect. Any mortgage, hypothecation or encumbrance of all or any portion of Tenant's interest in this Lease or in the Premises and any grant of a license or sufferance of any person other than Tenant or its employees to use or occupy the Premises or any part thereof shall be deemed to be an "**assignment**" of this Lease. Landlord's agreement to not unreasonably withhold its consent shall only apply to the first assignment or sublease under the Lease.

12(b) The sale, issuance or transfer of fifty percent (50%) or more of the voting capital stock of Tenant, if any, or fifty percent (50%) or more of voting capital stock of any corporate entity which directly or indirectly controls Tenant (if Tenant or any such controlling corporate entity is a corporation the stock of which is not traded on the New York Stock Exchange, NASDAQ or the American Stock Exchange and provided such public trading does not result in a change of control by merger or other corporate reorganization), or any interests in any noncorporate entity which directly or indirectly controls Tenant which results in a change in the direct or indirect voting control of Tenant shall be deemed to be an assignment of this Lease within the meaning of this Paragraph. If Tenant is a partnership, trust or an unincorporated association, then the sale, issuance or transfer of a controlling interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership, trust, unincorporated association, or corporation which directly or indirectly controls Tenant, or the transfer of any portion of any general partnership or

managing interest in Tenant or in any such entity, shall be deemed to be an assignment of this Lease within the meaning of this Paragraph.

12(c) No permitted assignment or subletting shall relieve Tenant of its obligation to pay the Rent and to perform all of the other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any subletting or assignment. Consent by Landlord to one subletting or assignment shall not be deemed to constitute a consent to any other or subsequent attempted subletting or assignment. If Tenant desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord all pertinent information relating to the proposed assignee or sublessee, all pertinent information relating to the proposed assignment or sublease, and all such financial information as Landlord may reasonably request concerning the proposed assignee or subtenant (collectively, the "**Assignment Information**"). Any approved assignment or sublease shall be expressly subject to the terms and conditions of this Lease.

12(d) At any time within thirty (30) days after Landlord's receipt of a request from Tenant to assign this entire Lease together with all required Assignment Information, Landlord may by written notice to Tenant elect to terminate this Lease, in which event Landlord and Tenant shall be relieved of any further obligations under this Lease except for those that expressly survive termination.

12(e) Tenant acknowledges that it shall be reasonable for Landlord to withhold its consent to a proposed assignment or sublease in any of the following instances:

(i) The assignee or sublessee is not, in Landlord's reasonable opinion, sufficiently creditworthy to perform the obligations of such assignee or sublessee will have under this Lease;

(ii) The intended use of the Premises by the assignee or sublessee is not the same as set forth in this Lease or otherwise reasonably satisfactory to Landlord;

(iii) Occupancy of the Premises by the assignee or sublessee would, in the good faith judgment of Landlord, violate any agreement binding upon Landlord, the Building or the Project with regard to the identity of tenants, usage in the Building, or similar matters;

(iv) The assignee or sublessee has received or made an offer or a written proposal to Lease space within the previous six (6) months that was not accepted or is a current tenant or subtenant within the Building;

(v) The identity or business reputation of the assignee or sublessee will, in the good faith judgment of Landlord, tend to damage the goodwill or reputation of the Building or Project; or

(vi) In the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease.

The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease.

12(f) Except in the event of an assignment of the entirety of this Lease made with the written consent of Landlord wherein Landlord expressly agrees to release Tenant, Tenant shall at all times during the Lease Term and any subsequent renewals or extensions remain fully responsible and liable for the payment of the Rent and for compliance with all of Tenant's other obligations under this Lease. In the event that the Rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment, plus any bonus or other consideration therefor or incident thereto) exceeds the Rent payable under this Lease, Tenant agrees that fifty percent (50%) of all Rent amounts payable to Tenant with respect to the assignment or sublease (excluding any amounts payable for any services, personal property rental or any other amounts not attributable to rent of the actual real property) in excess of the Rent due to Landlord for such portion of the Premises that is subject to the sublease or assignment, shall be paid to Landlord on a monthly basis, as and when Tenant receives such Rent.

12(g) If this Lease is assigned or if the Premises is subleased (whether in whole or in part), or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest, or grant of any concession or license within the Premises, or if the Premises are occupied in whole or in part by anyone other than Tenant, then upon an uncured default by Tenant hereunder Landlord may collect Rent from any person obligated or who becomes obligated to pay Rent under the assignment, sublease, mortgagee, pledge, hypothecation, concession or license, or other occupant of the Premises and, apply the amount collected to the next Rent payable hereunder; and all such Rent collected by Tenant shall be held in deposit for Landlord and immediately forwarded to Landlord. No such transaction or collection of Rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder. Acceptance of Rent by Landlord from anyone other than Tenant shall not be construed as a waiver by Landlord, nor as a release of Tenant, but the same shall be taken to be a payment on account of Tenant.

12(h) Should Tenant request of Landlord the right to assign or sublet, then Tenant shall promptly pay (in any event prior to the assignee or subtenant occupying the Premises) all of the costs incurred by Landlord in responding to the request, including Landlord's reasonable attorneys' fees incurred in connection therewith, and Landlord shall also charge Tenant One Thousand Five Hundred Dollars ($1,500.00) as an administration fee.

12(i) Notwithstanding any provision of this Lease to the contrary, in the event this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute the property of Tenant or Tenant's estate within the meaning of the Bankruptcy Code. All such money and other consideration not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord.

13. DEFAULT

13(a) Events of Default. The following events shall be deemed to be "**Events of Default**" (herein so called) by Tenant under this Lease: (i) Tenant shall fail to pay any Basic Annual Rent, or any Additional Rent (or cure any other default which is curable by the payment of money) when due; (ii) Tenant shall fail to comply with or observe any other provision of this Lease and such failure shall continue for ten (10) days after Landlord delivers written notice of default, but if the nature of Tenant's obligation is such that more than ten (10) days are required for its performance, Tenant shall not be in default if Tenant commences to cure such default within the ten (10) day period and thereafter diligently prosecutes the same to completion (not to exceed sixty (60) days total); (iii) Tenant shall make a general assignment for the benefit of creditors; (iv) any petition shall be filed by or against Tenant under the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, and such petition shall not be dismissed within sixty (60) days of filing, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed thereunder; (v) a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and such appointment shall not be vacated or otherwise terminated, and the action in which such appointment was ordered dismissed, within sixty (60) days of filing; (vi) Tenant shall fail to take possession of, continuously operate in, or shall desert, abandon or vacate the Premises; (vii) if Tenant is a corporation, partnership, limited liability company or other legal entity, the dissolution or failure to maintain its legal existence and authority to conduct business in the State; or (viii) the occurrence of an event described in clause (iv) or (v) of this Paragraph (without regard to any notice and cure periods contained herein) and the failure thereafter of Tenant (A) to timely and fully make any payment of Rent or any other sum of money due hereunder or (B) to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder.

13(b) Remedies. Upon the occurrence of any event or events of default under this Lease, whether enumerated in this Paragraph or not, Landlord shall have the option to pursue any one or more of the following remedies without any notice (except as expressly prescribed herein) or demand for possession whatsoever (and without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of rent or other obligations due and waives, to the extent permissible, any and all other notices or demand requirements imposed by applicable law):

(i) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises upon termination of the Lease hereunder, Landlord may without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession

of the Premises and expel or remove Tenant and any other person who may be occupying said Premises, or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages therefor, and Tenant hereby agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, specifically including but not limited to all Costs of Reletting (hereinafter defined) and any deficiency that may arise by reason of any reletting. If such termination is caused by the failure to pay Rent and/or the abandonment of the entire Premises, Landlord may elect, by sending written notice thereof to Tenant, to receive liquidated damages in an amount equal to the Basic Annual Rent, and other rent payable hereunder for the month during which the Lease is terminated times the lesser of (A) twelve (12) or (B) the number of months remaining in the Lease Term as of the date of such failure to pay rent and/or abandonment of any substantial portion of the Premises. Such liquidated damages shall be in lieu of the payment of loss and damage Landlord may suffer by reason of such termination as provided in the preceding sentence but shall not be in lieu of or reduce in any way any amount (including accrued rent) or damages due to breach of covenant (whether or not liquidated) payable by Tenant to Landlord which is accrued and outstanding at the time of the termination of the Lease.

(ii) Enter upon and take possession of the Premises and expel or remove Tenant or any other person who may be occupying said Premises, or any part thereof, by force, if necessary, without having any civil or criminal liability therefor and without terminating this Lease. Landlord may (but shall be under no obligation to, except as required by applicable law) relet the Premises or any part thereof for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant for such term or terms which may be greater or less than the period which would otherwise have constituted the balance of the Lease Term and on such conditions (which may include concessions or free rent) and for such uses as Landlord in its absolute discretion may determine, and Landlord may collect and receive any rents payable by reason of such reletting. Tenant agrees to pay Landlord on demand all Costs of Reletting and any deficiency that may arise by reason of such reletting. Landlord shall not be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any rent due upon any such reletting. No such reentry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such termination is given to Tenant.

(iii) Enter upon the Premises by force if necessary without having any civil or criminal liability therefor, and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease together with interest at the lesser of a per annum rate equal to (i) the highest lawful rate of interest allowed by the State or federal law, or (ii) twelve percent (12%) and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

(iv) Terminate this Lease by giving Tenant written notice thereof, in which event, Tenant shall pay to Landlord the sum of (i) all rent accrued hereunder through the date of termination, (ii) all Costs of Reletting, and (iii) an amount equal to (A) the total rent that Tenant would have been required to pay for the remainder of the Lease Term discounted to present value minus (B) the then present fair rental value of the Premises for such period, similarly discounted.

13(c) In order to regain possession of the Premises and to deny Tenant access thereto, Landlord or its agent may, subject to applicable law, at the expense and liability of the Tenant, alter or change any or all locks or other security devices controlling access to the Premises without posting or giving notice of any kind to Tenant. Landlord shall have no obligation to provide Tenant a key or grant Tenant access to the Premises so long as Tenant is in default under this Lease. Tenant shall not be entitled to recover possession of the Premises, terminate this Lease, or recover any actual, incidental, consequential, punitive, statutory or other damages or award of attorneys' fees, by reason of Landlord's alteration or change of any lock or other security device and the resulting exclusion from the Premises of the Tenant or Tenant's agents, servants, employees, customers, licensees, invitees or any other persons from the Premises. Landlord may, without notice, remove and either dispose of or store, at Tenant's expense, any property belonging to Tenant that remains in the Premises after Landlord has regained possession thereof. Tenant acknowledges that the provisions of this subparagraph of this Lease supersedes applicable statutory provisions of any applicable State statutes and Tenant further warrants and represents that it hereby knowingly waives any rights it may have thereunder.

13(d) For purposes of this Lease, the term "**Costs of Reletting**" shall mean all costs and expenses incurred by Landlord in connection with the reletting of the Premises, including without limitation the cost of cleaning, renovation, repairs, decoration and alteration of the Premises for a new tenant or tenants, advertisement, marketing, brokerage and legal fees, the cost of protecting or caring for the Premises while vacant, the cost of removing and storing any property located on the Premises, any increase in insurance premiums caused by the vacancy of the Premises and any other out of-pocket expenses incurred by Landlord including tenant inducements such as the cost of moving the new tenant or tenants and the cost of assuming any portion of the existing lease(s) of the new tenant(s).

13(e) Except as otherwise herein provided, no repossession or re-entering on the Premises or any part thereof shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such repossession or re-entering. Notwithstanding any such repossession or re-entering on the Premises or any part thereof by reason of the occurrence of an event of default, Tenant will pay to Landlord the Basic Annual Rent and other rent or other sum required to be paid by Tenant pursuant to this Lease.

13(f) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, applicable law or in equity. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the other covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

13(g) This Paragraph shall be enforceable to the maximum extent such enforcement is not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion. To the extent any provision of applicable law requires some action by Landlord to evidence or effect the termination of this Lease or to evidence the termination of Tenant's right of occupancy, Tenant and Landlord hereby agree that written notice by Landlord to any of Tenant's agents, servants or employees, which specifically sets forth Landlord's intention to terminate, shall be sufficient to evidence and effect the termination provided for herein.

13(h) No payment of money by Tenant to Landlord after the termination or expiration of the Lease Term or after giving of any notice by Landlord to Tenant shall reinstate, continue or extend the Lease Term or affect any notice, other than a demand for payment of money, given to Tenant prior to the payment of such money. After the service of notice or the commencement of a suit or final judgment granting Landlord possession of the Premises, Landlord may receive and collect any rent or other sums of money due under this Lease or otherwise exercise Landlord's rights and remedies under this Lease, and the payment of such sums of money, whether as rent or otherwise, shall not waive, suspend, revoke or nullify such notice or in any manner affect any pending suit or any judgment obtained.

14. LANDLORD ACCESS; CONSTRUCTION

14(a) Landlord reserves the right to use the roof and exterior walls of the Premises and the area beneath, adjacent to and above the Premises, together with the right to install, use, maintain, repair, replace and relocate equipment, machinery, meters, pipes, ducts, plumbing, conduits and wiring through the Premises, which serve other portions of the Building or the Project in a manner and in locations which do not materially interfere with Tenant's use and enjoyment of the Premises. In addition, Landlord shall have free access to any and all mechanical installations of Landlord or Tenant, including, without limitation, machine rooms, telephone rooms and electrical closets. Tenant agrees that there shall be no construction of partitions or other obstructions which materially interfere with or which threaten to materially interfere with Landlord's free access thereto, or materially interfere with the moving of Landlord's equipment to or from the enclosures containing said installations. Upon at least one (1) Business Day prior notice (except in the event of an emergency, in the event that Landlord or its agents, employees or contractor are providing recurring services such as janitorial or plant care services or in the event that Landlord or its agents, employees or contractors are providing repair or maintenance services to the Premises which are requested by Tenant, for which no notice shall be necessary), Landlord reserves and shall at any time and all times have the right to enter the Premises to inspect the same and to supply any other service to be provided by Landlord to Tenant hereunder in

the Premises, to exhibit the Premises to prospective purchasers, lenders or tenants, to post statutory notices of non-responsibility, to alter, improve, restore, rebuild or repair the Premises or any other portion of the Building, or to do any other act permitted or contemplated to be done by Landlord hereunder, all without being deemed guilty of an eviction of Tenant and without liability for abatement of Rent or otherwise. For such purposes, Landlord may also erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed. Landlord shall conduct all such inspections and/or improvements, alterations and repairs so as to minimize, to the extent reasonably practical and without additional expense to Landlord, any interruption of or interference with the business of Tenant. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business or any loss of occupancy or quiet enjoyment of the Premises occasioned thereby. For each of such purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises (excluding Tenant's vaults and safes, access to which shall be provided by Tenant upon Landlord's reasonable request), and Tenant shall not install any locks within the Premises that are not Building system locks. Landlord shall have the right to use any and all means which Landlord may deem proper in an emergency in order to obtain entry to the Premises or any portion thereof, and Landlord shall have the right, at any time during the Lease Term, to provide whatever access control measures it deems reasonably necessary to the Project, without any interruption or abatement in the payment of Rent by Tenant. Any entry into the Premises obtained by Landlord by any of such means shall not under any circumstances be construed to be a forcible or unlawful entry into, or a detainer of, the Premises, or any eviction of Tenant from the Premises or any portion thereof. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, Alterations or decorations to the Premises or the Project except as otherwise expressly agreed to be performed by Landlord or required pursuant to the provisions of this Lease. Notwithstanding anything to the contrary set forth in this Lease, no failure or diminution of supply or services; permission, restriction or denial of access; or construction activities described in this Paragraph shall in any way be construed as an actual or constructive eviction of Tenant, permit an abatement of rent, operate to release Tenant from any of Tenant's obligations under this Lease, or be deemed a breach of Tenant's quiet enjoyment and possession of the Premises.

14(b) Subject to the express terms and conditions of this Lease, Landlord shall not be liable to Tenant or any other person or entity for direct or consequential damages or otherwise resulting from construction activities conducted in or about the Building or the Premises (including without limitation the construction of systems shared with Tenant), whether adjacent to Tenant or elsewhere in the Building, by Landlord, by other tenants or by other parties. Tenant shall have no right whatsoever to cause Landlord to enforce its rules and regulations, nor shall Landlord have any liability to Tenant whatsoever for the manner in which such rules and regulations are enforced.

15. BANKRUPTCY

15(a) If, after the Commencement Date, or if at any time during the Lease Term, there shall be filed against Tenant in any court, tribunal, administrative agency or any other forum having jurisdiction, pursuant to any applicable law, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee or conservator of all or a portion of Tenant's property, and the same is not dismissed after sixty (60) calendar days, or if Tenant makes an assignment for the benefit of creditors, this Lease, at the option of Landlord exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated and in such event neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises, but shall forthwith quit and surrender the Premises, and Landlord, in addition to the other rights and remedies granted by Paragraph 13 hereof or by virtue of any other provision contained in this Lease or by virtue of any applicable law, may retain as damages any Rent, Security Deposit or moneys received by it from Tenant or others on behalf of Tenant.

15(b) In the event of the occurrence of any of the events specified in this Paragraph 15, if Landlord shall not choose to exercise, or by applicable law, shall not be able to exercise, its rights hereunder to terminate this Lease upon the occurrence of such events, then, in addition to any other rights of Landlord hereunder or by virtue of applicable law, (i) Landlord shall not be obligated to provide Tenant with any of the utilities or services specified in Paragraph 8, unless Landlord has received compensation in advance for such utilities or services, and the parties agree that Landlord's reasonable estimate of the compensation required with respect to such services shall control, and (ii) neither Tenant, as debtor-in-possession, nor any trustee or other person (hereinafter collectively referred to as the "**Assuming Tenant**") shall be entitled to assume this Lease unless on or before the date of such assumption, the

Assuming Tenant: (x) cures, or provides adequate assurance that the latter will promptly cure, any existing default under this Lease; (y) compensates, or provides adequate assurance that the Assuming Tenant will promptly compensate Landlord for any pecuniary loss (including, without limitation, attorneys' fees and disbursements) resulting from such default; and (z) provides adequate assurance of future performance under this Lease, it being covenanted and agreed by the parties that, for such purposes, any cure or compensation shall be effected by the immediate payment of any monetary default or any required compensation, or the immediate correction or bonding of any non-monetary default. For purposes of this Lease, (i) any "adequate assurance" of such cure or compensation shall be effected by the establishment of an escrow fund for the amount at issue or by the issuance of a bond, and (ii) "adequate assurance" of future performance shall be effected by the establishment of an escrow fund for the amount at issue or by the issuance of a bond.

15(c) Notwithstanding anything contained in this Lease to the contrary, if this Lease is rejected in any bankruptcy action or proceeding filed by or against Tenant, and the effective date of rejection is on or after the date upon which that month's Basic Annual Rent and Additional Rent is due and owing, then the Basic Annual Rent and Additional Rent owing under this Lease for the month during which the effective date of such rejection occurs shall be due and payable in full and shall not be prorated.

16. INTENTIONALLY OMITTED

17. SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATES

17(a) Tenant agrees that this Lease and the rights of Tenant hereunder shall be subject and subordinate to any and all deeds of trust, security interests, mortgages, master leases, ground leases or other security documents and any and all modifications, renewals, extensions, consolidations and replacements thereof (collectively, "**Security Documents**") which now or hereafter constitute a lien upon or affect the Project, the Building or the Premises. Such subordination shall be effective without the necessity of the execution by Tenant of any additional document for the purpose of evidencing or effecting such subordination. In addition, Landlord shall have the right to subordinate or cause to be subordinated any such Security Documents to this Lease and in such case, in the event of the termination or transfer of Landlord's estate or interest in the Project by reason of any termination or foreclosure of any such Security Documents, Tenant shall, notwithstanding such subordination, attorn to and become the Tenant of the successor in interest to Landlord at the option of such successor in interest. Furthermore, Tenant shall within ten (10) days of demand therefor execute any instruments or other documents which may be required by Landlord or the holder of any Security Document and specifically shall execute, acknowledge and deliver within ten (10) days of demand therefor a subordination of lease or subordination of deed of trust, in the form required by the holder of the Security Document requesting the document; the failure to do so by Tenant within such time period shall be a material default hereunder; provided, however, the new landlord or the holder of any Security Document shall agree that Tenant's quiet enjoyment of the Premises shall not be disturbed as long as Tenant is not in default under this Lease.

17(b) If any proceeding is brought for default under any ground or master lease to which this Lease is subordinate or in the event of foreclosure or the exercise of the power of sale under any mortgage, deed of trust or other Security Document made by Landlord covering the Premises, at the election of such ground lessor, master lessor or purchaser at foreclosure, Tenant shall attorn to and recognize the same as Landlord under this Lease, provided such successor expressly agrees in writing to be bound to all future obligations of Landlord under the terms of this Lease, and if so requested, Tenant shall enter into a new lease with that successor on the same terms and conditions as are contained in this Lease (for the unexpired term of this Lease then remaining).

17(c) In addition to any statutory lien for Rent in Landlord's favor, Landlord (the secured party for purposes hereof) shall have and Tenant (the debtor for purposes hereof) hereby grants to Landlord, an express contract lien and a continuing security interest to secure the payment of all Rent due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant (and any transferees or other occupants of the Premises) presently or hereafter situated on the Premises and upon all proceeds of any insurance which may accrue to Tenant by reason of damage or destruction of any such property. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code of the state in which the Premises is located, including without limitation the right to sell the property described in this Paragraph at public or private sale upon ten (10) days' notice to Tenant, which notice Tenant hereby agrees is adequate and reasonable. Tenant hereby agrees to execute such other instruments

necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Landlord and Tenant agree that this Lease and the security interest granted herein serve as a financing statement, and a copy or photographic or other reproduction of this Paragraph of this Lease may be filed of record by Landlord and have the same force and effect as the original. Tenant warrants and represents that the collateral subject to the security interest granted herein is not purchased or used by Tenant for personal, family or household purposes. Tenant further warrants and represents to Landlord that the lien granted herein constitutes a first and superior lien and that Tenant will not allow the placing of any other lien upon any of the property described in this Paragraph without the prior written consent of Landlord.

17(d) Tenant shall, upon not less than ten (10) days' prior notice by Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying to those facts for which certification has been requested by Landlord or any current or prospective purchaser, beneficiary of any Security Document, ground lessor or master lessor, including, but without limitation, that: (i) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which the Basic Annual Rent, Additional Rent and other charges hereunder have been paid, if any; and (iii) whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which Tenant may have knowledge. The form of the statement attached hereto as *Exhibit C* is hereby approved by Tenant for use pursuant to this subparagraph (d); however, at Landlord's option, Landlord shall have the right to use other forms for such purpose, provided that such other forms do not contain any provision diminishing or impairing Tenant's rights under this Lease. Tenant's failure to execute and deliver such statement within such time shall, at the option of Landlord, constitute a material default under this Lease and, in any event, shall be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord in any such certificate prepared by Landlord and delivered to Tenant for execution. Any statement delivered pursuant to this Paragraph 17 may be relied upon by any prospective purchaser of the fee of the Building or the Project or any mortgagee, ground lessor or other like encumbrancer thereof or any assignee of any such encumbrance upon the Building or the Project.

18. SALE BY LANDLORD; TENANT'S REMEDIES; NONRECOURSE LIABILITY

18(a) In the event of a sale or conveyance by Landlord of the Building or the Project, Landlord shall be released from any and all liability under this Lease for matters occurring after the sale or conveyance.

18(b) Landlord shall not be in default of any obligation of Landlord hereunder unless Landlord fails to perform any of its obligations under this Lease within thirty (30) days after receipt of written notice of such failure from Tenant; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be in default if Landlord commences to cure such default within the thirty (30) day period and thereafter diligently prosecutes the same to completion. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder.

18(c) Any liability of Landlord for a default by Landlord under this Lease, or a breach by Landlord of any of its obligations under the Lease, shall be limited solely to its interest in the Project, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord. Tenant's sole and exclusive remedy for a default or breach of this Lease by Landlord shall be either (i) an action for damages, or (ii) an action for injunctive relief, and Tenant shall have no offset rights or self-help rights or the right to terminate this Lease on account of any breach or default by Landlord under this Lease. Under no circumstances whatsoever shall Landlord ever be liable for punitive, consequential or special damages under this Lease and Tenant waives any rights it may have to such damages under this Lease in the event of a breach or default by Landlord under this Lease.

18(d) As a condition to the effectiveness of any notice of default given by Tenant to Landlord, Tenant shall also concurrently give such notice under the provisions of Paragraph 18(b) to each beneficiary under a Security Document encumbering the Project of whom Tenant has received written notice (such notice to specify the address of the beneficiary). In the event Landlord shall fail to cure any breach or default within the time period specified in

subparagraph (b), then prior to the pursuit of any remedy therefor by Tenant, each such beneficiary shall have an additional thirty (30) days within which to cure such default, or if such default cannot reasonably be cured within such period, then each such beneficiary shall have such additional time as shall be necessary to cure such default, provided that within such thirty (30) day period, such beneficiary has commenced and is diligently pursuing the remedies available to it which are necessary to cure such default (including, without limitation, as appropriate, commencement of foreclosure proceedings).

19. COMMON AREAS

19(a) Subject to subparagraph (c) below and the remaining provisions of this Lease, Tenant shall have the nonexclusive right, in common with others, to the use of such entrances, lobbies, restrooms, ramps, drives, stairs, and similar access ways and service ways and other common areas and facilities in and adjacent to the Building and the Project as are designated from time to time by Landlord for the general nonexclusive use of Landlord, Tenant and the other tenants of the Project and their respective employees, agents, representatives, licensees and invitees ("**Common Areas**"); provided however, that Tenant and its employees, agents, representatives, licensees and invitees may not use any areas of the Project that are designated for the exclusive use of the residents or office tenants of the Project. The use of such Common Areas shall be subject to the rules and regulations contained herein and the provisions of any covenants, conditions and restrictions affecting the Building or the Project. Tenant shall keep all of the Common Areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operations, and shall use the Common Areas only for normal activities, parking and ingress and egress by Tenant and its employees, agents, representatives, licensees and invitees to and from the Premises, the Building or the Project. Neither Tenant nor its invitees, licensees, guests etc. may store or place any personal property or construct or place any other improvements whatsoever within the Common Areas at any time. If, in the reasonable opinion of Landlord, unauthorized persons are using the Common Areas by reason of the presence of Tenant in the Premises or Tenant, its employees, agents, representatives, licensees or invitees has stored or otherwise placed personal property or constructed other improvements of any kind whatsoever within the Common Areas, Tenant, upon demand of Landlord, shall remove such personal property or improvements or correct such situation by appropriate action or proceedings against all such unauthorized persons; or in Landlord's sole discretion, Landlord may remove and dispose of such personal property or improvements at the sole cost and expense of Tenant, and Landlord shall have no liability to Tenant or its invitees, licensees and guests etc. therefore. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of any of said areas by unauthorized persons. Landlord reserves the right to make such changes, alterations, additions, deletions, improvements, repairs or replacements in or to the Building, the Project (including the Premises) and the Common Areas as Landlord may reasonably deem necessary or desirable, including, without limitation, and making changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading areas, landscaped areas and walkways; provided, however, that there shall be no unreasonable permanent obstruction of access to or use of the Premises resulting therefrom. Notwithstanding any provision of this Lease to the contrary, the Common Areas shall not in any event be deemed to be a portion of or included within the Premises leased to Tenant and the Premises shall not be deemed to be a portion of the Common Areas. This Lease is granted subject to the rights and interests of third parties under existing liens, ground leases, easements and encumbrances affecting such property, all zoning regulations, rules, ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction over the Project or any part thereof.

19(b) Notwithstanding any provision of this Lease to the contrary, Landlord specifically reserves the right to redefine the term "**Project**" for purposes of allocating and calculating Operating Costs so as to include or exclude areas as Landlord shall from time to time determine or specify (and any such determination or specification shall be without prejudice to Landlord's right to revise thereafter such determination or specification). In addition, Landlord shall have the right to contract or otherwise arrange for amenities, services or utilities (the cost of which is included within Operating Costs) to be on a common or shared basis to both the Project (i.e., the area with respect to which Operating Costs are determined) and adjacent areas not included within the Project, so long as the basis on which the cost of such amenities, services or utilities is allocated to the Project is determined on an arms-length basis or some other basis reasonably determined by Landlord. In the case where the definition of the Project is revised for purposes of the allocation or determination of Operating Costs, Tenant's Proportionate Share shall be appropriately revised to equal the percentage share of all Rentable Area contained within the Project (as then defined) represented by the Premises. Notwithstanding the foregoing, Landlord agrees that in no event shall Tenant's Proportionate Share of Operating Costs increase due to Landlord redefining the term "**Project**." Landlord shall have the sole right to

determine which portions of the Project and other areas, if any, shall be served by common management, operation, maintenance and repair.

19(c) Parking: There are no designated parking spaces for Tenant. Landlord shall provide up to fifteen (15) hang tags for Tenant's employees. Replacement hang tags over 15 shall cost $50 each.

20. SIGNAGE

20(a) Premises Signage. Tenant shall have the right to design, procure and install, at Tenant's expense, signage on the interior of the Premises (that is not visible from the exterior of the Premises) (the "**Interior Signage**"), subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

20(b) Building Signage. In addition to the Interior Signage, Tenant may, at its sole cost and expense, subject to the provisions of this subparagraph 20(b), install exterior signs on the Premises which display the business name and logo of Tenant (collectively, the "**Exterior Signage**"). All Exterior Signage shall (i) be subject to all applicable Laws and requisite governmental approvals, and (ii) be approved by Landlord, which approval shall be based on the compliance of the Exterior Signage with Landlord's signage criteria, as determined by Landlord in its sole discretion. Tenant shall, at its sole cost, remove the Exterior Signage on or before the expiration or sooner termination of this Lease or upon the early termination of Tenant's right to occupy the Premises and repair any damage to the Building caused by such removal and shall restore the Building to its original condition (or, at Landlord's option, Tenant shall pay to Landlord all of Landlord's costs of such removal and repair). Tenant shall be responsible for all electrical expenses incurred for the use of the Exterior Signage and shall have installed, at Tenant's sole cost and expense, a separate meter to monitor such usage.

20(c) Additional Signage. Tenant shall have no right to install or maintain any other signs, banners, advertising, notices, displays, stickers, decals or any other logo or identification of any person, product or service whatsoever, in any location on or in the Project except as: (i) shall have been expressly approved by Landlord in writing prior to the installation thereof (which approval may be granted or withheld in Landlord's sole and absolute discretion); (ii) shall not violate any signage restrictions or exclusive sign rights contained in any then-existing leases with other tenants of the Project, if any; and (iii) are consistent and compatible with all applicable Laws, and the design, signage and graphics program from time to time implemented by Landlord with respect to the Project, if any. Landlord shall have the right to remove any signs or signage material installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as Additional Rent hereunder, payable within thirty (30) days of written demand by Landlord.

21. INTENTIONALLY OMITTED

22. OPTION TO RENEW

Tenant shall have two (2) options (each, an "**Option**") to extend the Lease Term for five (5) consecutive years each (individually or collectively, the "**Option Period**"). If Tenant exercises an Option, all terms and conditions of this Lease shall remain in full force and effect during the applicable Option Period except that: (1) Base Annual Rent and Additional Rent during the applicable Option Period shall increase by three percent (3%) from the most recent rent paid during the initial Term, and continue to increase by three percent (3%) annually thereafter throughout the Option Period, as defined below; (2) after exercise of the last of the Option(s), Tenant shall have no further right to extend the Lease Term; and (3) no abatements or other concessions, if any, applicable to the Initial Term or prior Option Periods, shall apply to the Option Period. In the event that Tenant fails to timely provide the Tenant's Option Notice, as defined below, then Tenant's right to exercise all remaining Options shall automatically terminate. Notwithstanding anything contained in this Lease to the contrary, no exercise or purported exercise by Tenant of an Option shall be effective unless all of the following conditions have been satisfied or waived in writing by Landlord, which written waiver may occur, if at all, at any time following Landlord's receipt of Tenant's Option Notice (as hereinafter defined):

(i) No Event of Default has ever occurred under the Lease, and Tenant has not had more than two (2) late payments of Rent during the Lease Term; and

(ii) Written notice by Tenant of its exercise of its Option ("**Tenant's Option Notice**") shall have been given no earlier than six (6) months prior to the expiration of the Lease (and/or first option period) and no later than three (3) months prior to the expiration of the Lease (and/or first option period), if applicable.

23. LIQUOR LICENSE

If applicable to the Tenant's Permitted Use, Tenant shall submit an accurate and complete application for a liquor license for the Premises (the "**Liquor License**") to the appropriate governmental agency. Tenant shall: (i) diligently pursue obtaining the Liquor License at all times; (ii) keep Landlord reasonably apprised of its efforts to obtain the Liquor License; and (iii) notify Landlord promptly upon receipt thereof and provide to Landlord a copy thereof. Notwithstanding the foregoing, obtaining a Liquor License is not a condition precedent to the effectiveness of this Lease, and Tenant's inability to obtain a Liquor License shall not render this Lease void or voidable.

24. GUARANTY

Simultaneously with the execution of this Lease, Tenant shall deliver to Landlord a fully executed copy of the Lease Guaranty attached hereto as *Exhibit D*, signed by the Guarantor (the "**Guaranty**"). If the Guaranty is not so delivered, Tenant shall immediately be in default of this Lease and Landlord may at its option, in addition to any other remedy available under this Lease, elect to terminate this Lease.

25. MISCELLANEOUS

25(a) Attorneys' Fees. In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs (including, without limitation, court costs and expert witness fees) incurred in such action. Such amounts shall be included in any judgment rendered in any such action or proceeding. Tenant shall pay Landlord's reasonable attorneys' fees and other costs incurred (i) to comply with any applicable statutes governing forcible entry and detainer or to enforce any provision of this Lease, whether suit is brought or not, and (ii) to review any amendments or modifications to the Lease requested by Tenant or any other documentation relating to the Lease requested by Tenant.

25(b) Waiver. No waiver by Landlord of any provision of this Lease or of any breach by Tenant hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Tenant. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval under this Lease shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, unless in writing signed by Landlord. The delivery of the keys to any employee or agent of Landlord shall not operate as a termination of the Lease or a surrender of the Premises.

25(c) Notices. Any notice, demand, request, consent, approval, disapproval or certificate ("**Notice**") required or desired to be given under this Lease shall be in writing and given by certified mail, return receipt requested, by personal delivery or by Federal Express or a similar nationwide overnight delivery service providing a receipt for delivery. Notices may not be given by facsimile. The date of giving any Notice shall be deemed to be the date upon which delivery is actually made by one of the methods described in this Paragraph 25(c) (or attempted if said delivery is refused or rejected). If a Notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next Business Day. "**Business Day**" shall mean a day that is not a Saturday, Sunday, or legal holiday under the laws of the State or the United States. All notices, demands, requests, consents, approvals, disapprovals, or certificates shall be addressed to the address specified in *Item 13* of the Basic Lease Provisions or to such other addresses as may be specified by written notice delivered to Landlord, provided, however, no notice of either party's change of address shall be effective until fifteen (15) days after the addressee's actual receipt thereof.

25(d) Access Control. Subject to the requirements of the Standards for Utilities and Services set forth in *Exhibit A*, Landlord shall be the sole determinant of the type and amount of any access control or courtesy guard services to be provided to the Project, if any. IN ALL EVENTS, LANDLORD SHALL NOT BE LIABLE TO TENANT, AND TENANT HEREBY WAIVES ANY CLAIM AGAINST LANDLORD AND RELEASES LANDLORD FOR: (I) ANY UNAUTHORIZED OR CRIMINAL ENTRY OF THIRD PARTIES INTO THE PREMISES, THE BUILDING OR THE PROJECT; (II) ANY DAMAGE TO PERSONS; OR (III) ANY LOSS OF PROPERTY IN AND ABOUT THE PREMISES, THE BUILDING OR THE PROJECT, BY OR FROM ANY UNAUTHORIZED OR CRIMINAL ACTS OF THIRD PARTIES, REGARDLESS OF ANY ACTION, INACTION, FAILURE, BREAKDOWN, MALFUNCTION AND/OR INSUFFICIENCY OF THE ACCESS CONTROL OR COURTESY GUARD SERVICES PROVIDED BY LANDLORD.

25(e) Holding Over. If Tenant retains possession of the Premises after the termination of the Lease Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Basic Annual Rent for the holdover period, an amount equal to 200% the Basic Annual Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph shall not be construed as consent for Tenant to retain possession of the Premises.

25(f) Condition of Premises. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, LANDLORD HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED PURPOSE OR USE, WHICH DISCLAIMER IS HEREBY ACKNOWLEDGED BY TENANT. THE TAKING OF POSSESSION BY TENANT ON THE COMMENCEMENT DATE SHALL BE CONCLUSIVE EVIDENCE THAT TENANT:

(i) ACCEPTS THE PREMISES, THE BUILDING AND LEASEHOLD IMPROVEMENTS AS SUITABLE FOR THE PURPOSES FOR WHICH THE PREMISES WERE LEASED;

(ii) ACCEPTS THE PREMISES AND PROJECT AS BEING IN GOOD AND SATISFACTORY CONDITION;

(iii) WAIVES ANY DEFECTS IN THE PREMISES AND ITS APPURTENANCES EXISTING NOW OR IN THE FUTURE, EXCEPT THAT TENANT'S TAKING OF POSSESSION SHALL NOT BE DEEMED TO WAIVE LANDLORD'S COMPLETION OF MINOR FINISH WORK ITEMS THAT DO NOT INTERFERE WITH TENANT'S OCCUPANCY OF THE PREMISES NOR TO WAIVE LANDLORD'S MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS UNDER THIS LEASE; AND

(iv) WAIVES ALL CLAIMS BASED ON ANY IMPLIED WARRANTY OF SUITABILITY OR HABITABILITY.

25(g) Quiet Possession. Upon Tenant's paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the Lease Term hereof without hindrance or ejection by any person lawfully claiming under Landlord, subject to the provisions of this Lease and to the provisions of any (i) recorded covenants, conditions and restrictions, or (ii) Security Documents to which this Lease is subordinate or becomes subordinated.

25(h) Matters of Record. Except as otherwise provided in this Lease, this Lease and Tenant's rights hereunder are subject and subordinate to all matters affecting Landlord's title to the Project recorded in the real property records of the County in which the Project is located, prior to and subsequent to the Effective Date hereof, including, without limitation, all recorded covenants, conditions and restrictions. Subject to the limitations imposed by this Lease, Tenant agrees for itself and all persons in possession or holding under it that it will comply with and not violate any such recorded covenants, conditions and restrictions or other matters of record. Landlord reserves the right, from time to time, to grant such easements, rights and dedications as Landlord deems necessary or desirable,

and to cause the recordation of parcel maps and covenants, conditions and restrictions affecting the Premises, the Building or the Project, as long as such easements, rights, dedications, maps, and covenants, conditions and restrictions do not materially interfere with the use and enjoyment of the Premises by Tenant. At Landlord's request, Tenant shall join in the execution of any of the aforementioned documents.

25(i) Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Tenant shall attorn to each purchaser, successor or assignee of Landlord, subject to the requirements of Paragraph 12.

25(j) Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the brokers named in *Item 12* of the Basic Lease Provisions and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Landlord shall pay the brokerage commissions due such brokers, if any, in connection with this Lease. Tenant hereby agrees to indemnify, defend and hold Landlord harmless for, from and against all claims for any brokerage commissions, finders' fees or similar payments by any persons other than those listed in *Item 12* of the Basic Lease Provisions and all costs, expenses and liabilities incurred in connection with such claims, including reasonable attorneys' fees and costs.

25(k) Name. Landlord shall have the exclusive right at all times during the Lease Term to change, modify, add to or otherwise alter the name, number, or designation of the Building and/or the Project, and Landlord shall not be liable for claims or damages of any kind which may be attributed thereto or result therefrom.

25(l) Examination of Lease. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution by and delivery of signed originals to both Landlord and Tenant.

25(m) Time. Time is of the essence of this Lease and each and all of its provisions.

25(n) Defined Terms and Marginal Headings. The words "**Landlord**" and "**Tenant**" as used herein shall include the plural as well as the singular and for purposes of Paragraphs 6, 8, 14 and 19, the term Landlord shall include Landlord, its employees, contractors and agents. The marginal headings and titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

25(o) Conflict of Laws; Prior Agreements; Separability. This Lease shall be governed by and construed pursuant to the laws of the State. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. The illegality, invalidity or unenforceability of any provision of this Lease shall in no way impair or invalidate any other provision of this Lease, and such remaining provisions shall remain in full force and effect.

25(p) Authority. If Tenant is a corporation, each individual executing this Lease on behalf of Tenant hereby covenants and warrants that Tenant is a duly authorized and existing corporation, that Tenant has and is qualified to do business in the State, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so. If Tenant is a partnership or trust, each individual executing this Lease on behalf of Tenant hereby covenants and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the terms of such entity's partnership or trust agreement. Tenant shall provide Landlord on demand with evidence of such authority as Landlord shall reasonably request, including, without limitation, resolutions, certificates and opinions of counsel. Landlord represents and warrants that the person executing this Lease on behalf of Landlord has been duly authorized to execute this Lease on behalf of Landlord.

25(q) Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such

individual, corporation, partnership or other business association to pay Rent and perform all other obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

25(r) Rental Allocation. For purposes of Section 467 of the Internal Revenue Code of 1986, as amended from time to time, Landlord and Tenant hereby agree to allocate all Rent to the period in which payment is due, or if later, the period in which Rent is paid.

25(s) Rules and Regulations. Tenant agrees to comply with all rules and regulations of the Building and the Project imposed by Landlord as set forth on *Exhibit B* attached hereto, as the same may be changed from time to time upon reasonable notice to Tenant. Landlord shall not be liable to Tenant for the failure of any other tenant or any of its assignees, subtenants, or their respective agents, employees, representatives, invitees or licensees to conform to such rules and regulations.

25(t) Joint Product. This Agreement is the result of arms-length negotiations between Landlord and Tenant and their respective attorneys. Accordingly, neither party shall be deemed to be the author of this Lease and this Lease shall not be construed against either party.

25(u) Intentionally Omitted.

25(v) Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire, flood, hurricanes, tropical storms, earthquakes, pandemics or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease and except as to Tenant's obligations under Paragraph 7, Paragraph 9 and Paragraph 25(f) (collectively, a "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation or the cure of a default of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

25(w) Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

25(x) Light and Air Rights. Landlord does not grant in this Lease any rights to light and air in connection with the Project. Landlord reserves to itself, the land underneath the Project, the space below the improved floor of each floor of the Premises and above the ceiling grid of each floor of the Premises, the exterior of the Premises and the areas on the same floor outside the Premises, along with the areas within the Premises required for the installation and repair of utility lines and other items required to serve other tenants of the Building.

25(y) Inducement Recapture in Event of Default. Any agreement by Landlord for free or abated rent or other charges applicable to the Premises, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease, including, but not limited to, any tenant finish allowance, all of which concessions are hereinafter referred to as "**Inducement Provisions**" shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease to be performed or observed by Tenant during the term hereof as the same may be extended. Upon the occurrence of an Event of Default (as defined in Paragraph 13) of this Lease by Tenant, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, and recoverable by Landlord, as Additional Rent due under this Lease, notwithstanding any subsequent cure of said Event of Default by Tenant. The acceptance by Landlord of Rent or the cure of the Event of Default which initiated the operation of this Paragraph shall not be deemed a waiver

Sabal Sign Session Id: fb903e94-3804-11f1-bedd-12813eaebf1d

by Landlord of the provisions of this Paragraph unless specifically so stated in writing by Landlord at the time of such acceptance.

25(z) Removal of Cabling. Tenant shall be solely responsible for the cost of installation and maintenance of any high speed cable or fiber optic that Tenant requires in the Premises. Landlord shall provide reasonable access to the Building's electrical lines, feeders, risers, wiring and other machinery to enable Tenant to install high speed cable or fiber optic to serve its intended purpose, if any. All such cabling or fiber optic shall be tagged by Tenant at their point of entry into the Building, at the terminal end of the cable and in the riser closet indicating the type of cable, the Tenant's name and the service provided. Tenant shall be responsible for the removal of such cabling and fiber optic and at the termination or expiration of the Lease Term or the early termination of the Tenant's right to occupy the Premises. Failure to remove any abandoned or unused cabling or at the expiration or termination of the Lease Term or the early termination of Tenant's right to occupy the Premises will be deemed to be a holdover under this Lease. In the event Tenant fails to remove such cabling as required herein, Landlord may, but shall not be obligated to, remove such cabling, all at Tenant's sole cost and expense.

25(aa) Past Due Rent/Late Fee. Any amount payable hereunder, including Basic Annual Rent and any other charge, not paid when due or within any applicable notice and cure period shall bear interest from the date due until the date paid at the prime rate as published by the Wall Street Journal (or any successor thereto selected by Landlord), as of the due date, plus four percent (4%) per annum ("**Interest Rate**"). The payment of such interest shall not excuse or cure any default or modify any obligation of Tenant under this Lease. Tenant acknowledges that the late payment by Tenant to Landlord of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be difficult to ascertain. Such costs may include, without limitation, administrative costs, processing and accounting charges, and late charges which may be imposed on Landlord. Accordingly, if any installment of Rent shall not be received by Landlord within five (5) days after the date that such amount is due and payable, then Tenant shall pay to Landlord, in addition to the interest provided above, a late charge in the amount of the greater of (i) ten percent (10%) of the amount due or (ii) $250.00. The parties agree that such late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of the late payment by the Tenant. Acceptance of such late charge by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of its rights or remedies hereunder. All late fees charged hereunder shall be deemed additional rent.

25(bb) USA Patriot Act and Anti-Terrorism Laws. Tenant represents and warrants to, and covenants with, Landlord that neither Tenant nor any of its respective constituent owners or affiliates currently are, or shall be at any time during the Term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "**Anti-Terrorism Laws**"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "**USA Patriot Act**"). Tenant covenants with Landlord that neither Tenant nor any of its respective constituent owners or affiliates is or shall be during the Term hereof a "**Prohibited Person**," which is defined as follows: (i) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom Landlord is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including without limitation the Executive Order and the USA Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Section 3(d) of the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, or at any replacement website or other replacement official publication of such list; and (vi) a person or entity who is affiliated with a person or entity listed in items (i) through (v), above. At any time and from time-to-time during the Term, Tenant shall deliver to Landlord, within ten (10) days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with this subparagraph 25(bb).

25(cc) Tenant's Right to Inspect Existing Restaurant Equipment. The leasehold Premises contains certain installed restaurant equipment and Tenant shall have the right to perform, at its own cost and expense, any inspections deemed necessary, including but not limited to, hood cleaning, plumbing and electrical inspections. Following these

Sabal Sign Session Id: fb903e94-3804-11f1-bedd-12813eaebf1d

inspections, if a repair is deemed necessary, Tenant may submit each request that Landlord make such a repair and Landlord shall consider such necessary repairs in good faith, but shall not be obligated to perform any repairs except as mutually agreed between the parties in writing. Otherwise, the Tenant accepts the Premises in its "As Is" condition.

25(dd) Landlord's Reimbursement to Tenant for Floor Drains. Tenant's recent inspection of the leasehold Premises revealed that the floor drains are currently backed up and overflowing, for which Tenant shall retain the services of Coastal Plumbing to snake out the lines and bring the lines to a safe working condition. Landlord shall reimburse Tenant up to $450.00 for the cost of this repair upon receipt of an Invoice for this job cost.

25(ee) TENANT HEREBY WAIVES (TO THE EXTENT ALLOWED BY LAW) ANY AND ALL RIGHTS TO A TRIAL BY JURY IN SUIT OR SUITS BROUGHT TO ENFORCE ANY PROVISION OF THIS LEASE OR ARISING OUT OF OR CONCERNING THE PROVISIONS OF THIS LEASE.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the Effective Date of this Lease.

"LANDLORD"

AVANTI RESIDENTIAL – 500 OCEAN TIC I, LLC,
a limited liability company

By: _____ authorized agent
Douglas A. Andrews, Manager

AVANTI RESIDENTIAL – 500 OCEAN TIC II, LLC,
a limited liability company

By: _____ authorized agent
Douglas A. Andrews, Manager

AVANTI RESIDENTIAL – 500 OCEAN TIC III, LLC,
a limited liability company

By: _____ authorized agent
Douglas A. Andrews, Manager

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Sabal Sign Session Id: fb903e94-3804-11f1-bedd-12813eaebf1d

"**TENANT**"

MVB Inc., a Florida Corporation

By: _____

Name: Michael Berkowitz
Title: Vice-President

EXHIBIT A

STANDARDS FOR UTILITIES AND SERVICES

The following are the Project Standards for Utilities and Services. Landlord reserves the right to adopt such reasonable, nondiscriminatory modifications and additions hereto as it deems appropriate which shall at all times be consistent with the standards for Comparable Buildings. "**Business Hours**" shall mean all days from 6:00 A.M. to 12:00 A.M. "**After Business Hours**" shall mean any hours that are not Business Hours. Tenant shall have access to the Premises, twenty-four hours (24) per day, seven (7) days per week, and 365 days per year.

1. As long as Tenant is not in default under any of the terms, covenants, conditions, provisions or agreements of this Lease, Landlord shall, subject to the limitations and provisions hereinafter set forth in this *Exhibit A*:

(a) Furnish, during the Business Hours for the Building, major HVAC equipment including, but not limited to, cooling towers, hydronic boilers and pumps (collectively, the "**Major HVAC Equipment**") as required for thermal environment comfort and air velocity limits for the permitted retail occupancy of the Premises in accord with the most recent ASHRAE 90.1 standards (ventilation for acceptable indoor air quality). The cost of maintenance and service calls to adjust and regulate the HVAC system within Tenant's Premises shall be charged to Tenant if the need for maintenance work results from either Tenant's adjustment of room thermostats or Tenant's failure to comply with its obligations under the Lease. Such work shall be charged at hourly rates equal to then-current journeyman's wages for HVAC mechanics. Landlord shall also make the Major HVAC Equipment available to Tenant for After Business Hours usage, the cost of which shall be charged to Tenant as provided in Paragraph 8 of the Lease and not as part of the Operating Costs. Tenant shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor for servicing all heating and air conditioning systems, grease traps, other venting and scrubbing systems and all other equipment within the Premises. Upon request by Landlord, Tenant shall provide Landlord with a copy of such contract and copies of all routine inspections made pursuant to such preventive maintenance/service contracts.

(b) Furnish to the Premises, twenty-four hours a day and seven days per week, water, and electric current for general retail lighting and equipment, but not in excess of 16 watts per rentable square foot (exclusive of HVAC) or limits imposed by governmental authority.

2. No special electrical equipment, air conditioning or heating units, or plumbing additions shall be installed, nor shall any changes to the Building HVAC, electrical or plumbing systems be made without the prior written consent of Landlord, which consent shall be subject to Landlord's sole and absolute discretion. In the case of any such change, Landlord reserves the right to approve the contractor to be used. Any permitted installations shall be made under Landlord's supervision.

3. Except as may otherwise be set forth in the Lease, Landlord shall not provide independent reception outlets or television or radio antennas for television or radio broadcast reception, and Tenant shall not install any such equipment without prior written approval from Landlord, but this provision shall not apply so as to limit computer network, cabling or receptacles or the reception of television or radio programming through computer connectivity.

4. Tenant will not, without the prior written consent of Landlord, use any apparatus, machine or device in the Premises using current in excess of 110 volts, which will in any way increase the amount of electricity required beyond 16 watts per rentable square foot (excluding HVAC), nor connect with electric current, except through existing electrical outlets in the Premises, any apparatus or device for the purpose of using electric current in excess of that required to be supplied for use of the Premises as retail space.

5. Tenant agrees to cooperate fully at all times with Landlord, and to abide by all regulations and requirements which Landlord may reasonably prescribe for the proper functioning and protection of the Building HVAC, electrical, plumbing and other systems. Tenant shall comply with all laws, statutes, ordinances and governmental rules and regulations now in force or which may hereafter be enacted or promulgated in connection with Building services furnished to the Premises, including, without limitation, any governmental rule or regulation relating to the heating and cooling of the Building.

EXHIBIT B

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to all leased premises, the Building, the parking garage associated therewith, the land situated beneath the Building and the appurtenances thereto:

Tenant agrees to abide by the following rules and regulations pertaining to the Premises and Building. These Rules and Regulations may be changed at any time by Landlord in accordance with the Lease. These Rules and Regulations are in addition, and subject to, the Lease. In the event of conflict between these Rules and Regulations and the Lease, the Lease shall control.

1. No smoking is permitted in the Building or within 15 feet of the Building.

2. Prior to Commencement Date, Tenant shall submit to Landlord a list of employees needing Building Access Cards. Based upon such list, Landlord will provide Tenant a maximum of one (1) Building Access Card per employee not to exceed ten (10) Building Access Cards. After the Commencement Date, any replacement or additional cards will be furnished at a cost to Tenant of Twenty Dollars ($20.00) per card.

3. Except as permitted under the Lease, none of the sidewalks, entrances, passages, courts, elevators, vestibules, loading docks, garage entries, stairways, corridors or halls shall be used for any purpose other than ingress and egress. All doors opening into Common Areas corridors, plazas and patios shall be kept closed except when in use for ingress and egress.

4. None of the areas of ingress and egress, sashes, windows, doors or Common Areas shall be blocked or obstructed. No rubbish, litter, trash or material of any nature shall be placed, emptied or thrown into these areas unless such areas are intended for such use.

5. No attachments or projections of any kind shall be placed on the exterior walls of the Building, except in accordance with the Lease.

6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed.

7. Tenant shall abide by Landlord's reasonable move-in and move-out policies and procedures. The scheduling of Tenant move-ins and move-outs shall be subject to the reasonable approval of Landlord. All such movement shall be under the supervision of the Landlord and in a manner agreed between the Landlord and Tenant before performance. Landlord's approval shall be required for the movement of such items, including approval of the persons employed by Tenant to do such work, and such approval may be subject to Landlord's reasonable conditions, including compliance with Landlord's insurance requirements, including proof of insurance naming Landlord as additional insured. Tenant assumes all risk of damage or injury to persons or property resulting from such movement. Movement in or out of the Building of furniture, equipment, safes or other heavy or bulky items shall be restricted to hours designated by Landlord. Landlord shall have the right to inspect any such items to determine if installation or movement of such items violates any provision of the Lease or these Rules and Regulations.

8. Landlord reserves the right to reasonably prescribe the weight and position of all equipment, safes, files, furniture and other heavy items and to have such items placed on platforms at Tenant's expense to safely distribute weight. All office and restaurant equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord to absorb or prevent any vibration, noise or annoyance.

9. All of Tenant's contractors and technicians shall comply with these rules and regulations for all work performed in the Building. Tenant shall direct all such persons to comply fully with all of Landlord's instructions and directions, but no such compliance shall constitute any such person an agent, employee, or servant of Landlord or in any way relieve Tenant or such person from full responsibility and liability for their acts or omissions while in the Building or on the Premises. Except for work performed in accordance with provisions of the Lease under which

described in this Paragraph, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

EXHIBIT C

FORM ESTOPPEL CERTIFICATE

The undersigned, MVB Inc, a Florida Corp ("**Tenant**"), the tenant under that certain Retail Lease dated April 3, 2026, between Tenant and _____, a _____, as landlord ("**Landlord**") hereby certifies as follows:

1. The Premises (the "**Premises**") under the Lease is Suite 101, 510 E. Ocean Ave.

2. The Lease is in full force and effect and has not been modified or amended in any respect except by amendments dated April 3, 2026 (copies of which are attached).

3. The Lease has not been assigned, encumbered, subleased or transferred in any manner other than: N/A.

4. The Commencement Date of the Lease is April 1, 2026 and the expiration date of the Lease is March 31, 2031 There are no options to extend the Lease Term beyond such expiration date other than (2) two 5-year options.

5. The present monthly rental under the Lease is $5754.08. The sum of $5754.08, representing 1 month's Rent has been paid in advance.

6. The security deposit held by Landlord under the Lease is $8828.74

7. Rent under the Lease has been paid through the month of - 1st Month Tenant's estimated share of Operating Costs payments have been paid through N/A.

8. The Premises are presently occupied by Tenant.

9. Tenant has accepted the Premises without condition or qualification under the Lease and Landlord has completed and complied with all conditions of such acceptance, except N/A.

10. To the best knowledge of Tenant, neither it nor the Landlord is in default (or will be in default following the delivery of notice, the passage of time, or both) or claims a default by the other under the Lease, or has any claims, defenses, or rights of offset against payment of Rent under the Lease, except as follows:

11. Tenant acknowledges that Landlord has the right to assign the Lease and the Rent thereunder and to sell, assign, transfer, mortgage or otherwise encumber the Project without the consent of Tenant.

12. Tenant makes this statement for the benefit and protection of _____ with the understanding that _____ intends to rely on this statement in connection with _____.

IN WITNESS WHEREOF, this certificate has been executed and delivered by the authorized officers or representatives of the undersigned as of April 3, 2026.

"**TENANT**"

MVB, INC DBA Rivalries Sports RVB
a Florida Corporation

By: _____
Name: Michael Berkowitz
Title: Vice President

EXHIBIT D

FORM OF GUARANTY

GUARANTY OF LEASE

The following provisions form a part of and constitute the basis for this Guaranty of Lease (herein referred to as the "**Guaranty**"):

WHEREAS, that certain Retail Lease dated April 3, 2026 (herein referred to as the "**Lease**"), has been executed by and between _____, as Landlord (herein referred to as "**Landlord**"), and MVB Sllc, A Florida Corp, as Tenant (herein referred to as "**Tenant**"), covering Premises located at 510 E Ocean Ave, 101 Boynton Beach, Fl. 33435, as more particularly described in the Lease;

WHEREAS, as a condition to Landlord's entering into the Lease, Landlord requires the undersigned, Michael Berkowitz and Cory Berkowitz , to guarantee the full performance of all the obligations of Tenant accruing under the Lease;

WHEREAS, as the undersigned desires to induce Landlord to enter into the Lease with Tenant;

NOW, THEREFORE, in consideration of the execution of the Lease by Landlord, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agree that:

1. The undersigned unconditionally, absolutely and to the same extent as if the undersigned had signed the Lease as tenant, assumes all liabilities, obligations and duties of Tenant accruing under the Lease, and guarantees to Landlord and Landlord's successors and assigns the full, prompt and complete performance of each and all of the terms, covenants, conditions and provisions of the Lease to be kept and performed by Tenant or Tenant's successors or assigns, including the payment of all rental and other charges to accrue thereunder and all damages that may arise as a consequence of the nonperformance thereof. Capitalized terms that are used herein but not defined herein shall have the meaning for such terms as set forth in the Lease.

2. The liability of the undersigned under this Guaranty shall be unconditional and primary, and in relation to any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed from time to time solely against the undersigned or jointly against the undersigned and any other person or entity without regard to Tenant's ability to perform and without first commencing any action, exhausting any remedy, obtaining any judgment or proceeding in any way against Tenant or any other person or entity; and suit may be brought and maintained against the undersigned by Landlord to enforce any liability, duty or obligation guaranteed hereby without joinder of Tenant or any other person or entity.

3. This Guaranty shall continue during the entire Lease Term and any renewals, extensions or modifications thereof and thereafter until Tenant and Tenant's successors or assigns have fully discharged all of their obligations under the Lease and any renewals, extensions or modifications of the Lease.

4. The undersigned expressly consents to the modification, renewal and/or extension of the Lease. Neither Tenant nor Landlord shall have any obligation to inform the undersigned of any such modification, renewal or extension of the Lease prior to entering into the modification, renewal or extension of the Lease. The undersigned's consent to modification specifically includes, without limitation, the undersigned's consent to alteration or substitution of the named Tenant, alteration of the square footage or location of the Premises that are the subject of the Lease, changes in the amount of rent or other amounts owed to Landlord pursuant to the Lease, changes in the Lease Term, and any other change, material or otherwise, in the terms of the Lease.

5. Until all the covenants and conditions in the Lease to be performed and observed by Tenant or Tenant's successors or assigns are fully performed and observed, the undersigned: (a) shall have no right of subrogation or any other right to enforce any remedy against Tenant or Tenant's successors or assigns by reason of any payment or

performance thereunder by the undersigned, and (b) subordinate any liability or indebtedness of Tenant or Tenant's successors or assigns now or hereafter held by the undersigned to all obligations of Tenant or Tenant's successors or assigns to Landlord under the Lease.

6. The undersigned agree that the undersigned's obligations under the terms of this Guaranty shall not be released, diminished, impaired, reduced or affected by any limitation of liability or recourse under the Lease or by the occurrence of any one or more of the following events: (a) the taking or accepting of any other security or guaranty in connection with the Lease; (b) any release, surrender, exchange, subordination, or loss of any security at any time existing or purported or believed to exist in connection with the Lease; (c) the death, insolvency, bankruptcy, disability, dissolution, termination, receivership, reorganization or lack of corporate, partnership or other power of Tenant, the undersigned, or any party at any time liable for payment or performance pursuant to the Lease, whether now existing or hereafter occurring; (d) any assignment or subletting by Tenant or Tenant's successors or assigns whether or not permitted pursuant to the terms of the Lease or otherwise approved by Landlord; (e) amendment of the Lease or any renewal, extension, modification or rearrangement of the terms of payment or performance pursuant to the Lease either with or without notice to or consent of the undersigned or any other party at any time liable for payment or performance pursuant to the Lease; (f) any neglect, delay, omission, failure, or refusal of Landlord to take or prosecute any action for the collection or enforcement of the Lease or to foreclose or take or prosecute any action in connection with the Lease; (g) any failure of Landlord to notify the undersigned of any renewal, extension, rearrangement, modification, assignment of the Lease or subletting of the Premises or any part thereof, or of the release of or change in any security or of any other action taken or refrained from being taken by Landlord against Tenant or of any new agreement between Landlord and Tenant, it being understood that Landlord shall not be required to give the undersigned any notice of any kind under any circumstances with respect to or in connection with the Lease; (h) the unenforceability of all of any part of the Lease against Tenant, it being agreed that the undersigned shall remain liable hereon regardless of whether Tenant or any other person be found not liable on the Lease, or any part thereof, for any reason; or (i) any payment by Tenant to Landlord being held to constitute a preference under the bankruptcy laws or any other reason Landlord being required to refund such payment or pay the amount thereof to someone else.

7. In the event suit or action is brought upon or in connection with the enforcement of this Guaranty, the undersigned shall pay reasonable attorney's fees and all other expenses and court costs incurred by Landlord in connection therewith.

8. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned and shall inure to the benefit of the heirs, legal representatives, successors and assigns of Landlord.

9. The undersigned represent that the undersigned will receive a direct or indirect benefit from the Lease.

10. The undersigned warrant and represent to Landlord that this Guaranty has been voluntarily, knowingly and competently entered into by Guarantor and that this Guaranty represents the valid and binding obligation of Guarantor and is enforceable against Guarantor in accordance with its terms, and each person and entity comprising Guarantor shall be jointly and severally liable for the obligations of Guarantor hereunder.

11. WAIVER OF JURY TRIAL. GUARANTOR HEREBY WAIVES (TO THE EXTENT ALLOWED BY LAW) ANY AND ALL RIGHTS TO A TRIAL BY JURY IN SUIT OR SUITS BROUGHT TO ENFORCE ANY PROVISION OF THIS GUARANTY OR ARISING OUT OF OR CONCERNING THE PROVISIONS OF THIS GUARANTY OR THE LEASE.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the 2nd day of April 2026

GUARANTOR:

By: _____
Michael Berkowitz
Address:
Social Security #: 103-64-2018
Florida Drivers License #: B217-534-87-800-0

GUARANTOR:

By: _____
Corey Berkowitz
Address:
Social Security #: 233-33-6351
Florida Drivers License #: B217-244-49-800-0

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

October 1, 2025 – September 30, 2026

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL RENT REIMBURSEMENT GRANT PROGRAM

Program Rules and Regulations

The Commercial Rent Reimbursement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "BBCRA") Area. The program is designed to provide financial assistance to new and existing businesses in the form of rent reimbursement intended to help businesses during the critical first year of operation or expansion.

The BBCRA reserves the right to approve or deny any Commercial Rent Reimbursement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the BBCRA Area. The receipt of past payments is not a guarantee of future payments.

For purposes of this application, the term "new business" means a company in operation for less than one year or relocating to Boynton Beach. The term "existing business" means a company that has been in operation within the BBCRA Area for a minimum of two years at the time of application and has at least two years remaining on its existing lease at the time of Board approval.

The BBCRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant(s) may be produced by the BBCRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Initials _____

Incentive Funding

The Commercial Rent Reimbursement Grant Program offers financial assistance through a reimbursable grant in the form of a monthly rent reimbursement for the first 12 months of business. New businesses are eligible to apply for assistance for up to one year from the issuance of the City of Boynton Beach Business Tax Receipt.

Rent Reimbursements will not be paid until all construction has ended, permits are closed out, City and County licenses are obtained, and the business is open for operation under a Temporary Certificate of Occupancy (TCO) or a Certificate of Occupancy (CO). However, if the construction is for expansion of an existing business, and the existing business property remains open during construction of the expansion, the Applicant is eligible to receive rent reimbursement for the portion of the business that is not under construction so long as that portion remains operational during construction. For businesses that do not require any construction work, rent reimbursements will not be paid until City and County licenses are obtained and the business is open for operation.

On a monthly basis, the BBCRA will issue reimbursement directly to the applicant. Reimbursement is for the monthly rent payment made to the landlord, and is dependent upon receipt of verification that the payment has been cleared by the bank. CASH AND/OR CRYPTOCURRENCY PAYMENTS are not eligible for reimbursement.

The responsibility for all rental payments is between the parties to the lease, (the tenant and the landlord). As grantor, the BBCRA does not bear or accept any responsibility for payment of rent at any time, or for penalties incurred for the late arrival of payments by any party.

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions, and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at careersourcepbc.com.

Initials

Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding:

- Applicant must be a new business, or an existing business that is expanding in size.
- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the BBCRA Area (see attached map).
- Must provide proof that the business is properly licensed by all necessary levels of government and professional associations or agencies (copies of city and county licenses or receipts that the licenses have been applied for).
- Non-profit and residentially zoned properties are NOT eligible.
- The Commercial Rent Reimbursement Grant Program may only be used one time by any one specific business entity or business owner unless the existing business is expanding as defined in this grant application
- An existing business must expand to occupy more than 50% of its current square footage size or open a second location within the BBCRA Area. Verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the BBCRA Board if the tenant is losing their current space due to redevelopment of the site.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the BBCRA Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- Applicant must have an executed multi-year lease with at least two years remaining on the lease at the time of BBCRA Board approval.
- Proposed leases must be executed within 30 days of BBCRA Board approval or the grant award is terminated.
- Grantees shall allow the BBCRA the rights and use of photos and project application materials.
- The BBCRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County.

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- Anti-Human Trafficking. Prior to the execution of this Agreement, or any renewal and/or extension thereto, the Grantee 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.

Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Rent Reimbursement Grant Program:

- Firearm Sales/Shooting Range
- Religion-Affiliated Retail Stores
- Non-profit organizations
- Check Cashing Stores
- Kava Tea Bars
- Adult Entertainment
- Adult Arcades
- Alcohol and/or Drug Rehabilitation Centers/Housing
- Massage/Personal Services
- Auto Services Facilities – repair, storage, sales, etc
- CBD Retail Stores, etc.
- Convenience Store
- Churches/places of worship
- Medical Research Centers/Housing
- Tattoo Shops / Body Piercing / Body Art Shops
- Liquor Stores
- Vapor Cigarette, E Cigarette Stores
- Pawn Shops
- Political offices, campaign headquarters, or other businesses focused on politics or political operations
- Any other use that the BBCRA staff or BBCRA Board determine will not support the redevelopment of the BBCRA Area

Grant Terms and Conditions

This grant is divided into two tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding.

Grant funding amounts will be based on the applicant's project budget specified at the time of BBCRA Board approval.

Tier One Business

Tier One Businesses are eligible for reimbursement for up to half (50%) of the business' base monthly rent plus half of the Common Area Maintenance fee (if applicable), or $2,000 per month, whichever is less. The maximum amount of the grant is $24,000,

Initials

distributed in 12 monthly payments. Utilities and property taxes are ineligible for reimbursement.

Tier One Businesses must be one of the following types of businesses:

- Restaurant
- Gourmet Food Market
- Bakery/Coffee Shop
- Hotels/Motels/Bed and Breakfast (the Board will grant no more than four approvals in this category per fiscal year; short term vacation rentals are not eligible)

Tier Two Business

Tier Two Businesses are eligible for reimbursement for up to half (50%) of the business's base monthly rent plus half of the Common Area Maintenance fee (if applicable), or $1,750 per month, whichever is less. The maximum amount of the grant is $21,000, distributed in 12 monthly payments. Utilities and property taxes are ineligible for reimbursement.

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

- Professional Offices (real estate, law, architect, accountant, insurance, marketing etc.)
- Medical Offices (dentists, primary care, counseling, etc.)
- Laundry/Dry Cleaner facility
- Retail (clothing, art, accessories)
- Fitness Centers
- Specialty Businesses (daycare, ice-cream shop, pet grooming, event planning)
- Take-Out Restaurants
- Services (lockshops, appliance repair, etc.)
- Hair/Nail Salons (no more than 2 approvals per fiscal year)
- Florists (no more than 2 approvals per fiscal year)
- Industrial Uses/Art District (excluding auto repair/sales)

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on the lease at the time of Board approval. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;

Initials

- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

For purposes of this paragraph, the term "subject property" means the leased premises of the grant recipient, for which the applicant or grant recipient is seeking rental reimbursement, or any part thereof. Grant recipients are prohibited from subletting the subject property. If a grant recipient sublets the property, the grant recipient will be required to repay the BBCRA for all grant money received up to that point and will not be eligible to receive any further grant funding.

For purposes of this grant, the BBCRA considers the following to be subletting: A) executing a sublease, assignment, or similar agreement with an entity that is not the grant recipient; B) allowing the subject property to be occupied by any business entity in which the grant recipient is not listed as the registered agent, owner, officer or director of said business, or assisting such a business in so doing; C) allowing or assisting a business entity other than the grant recipient to list its place of business as the subject property; or D) allowing or assisting a business entity other than the grant recipient to obtain a business tax license from the City of Boynton Beach for the subject property. The fact that a business entity other than the grant recipient occupies the subject property, lists its place of business as the subject property, obtains a business tax license for the subject property, or similarly appears to use the subject property is sufficient evidence that the grant recipient has allowed or assisted such other business entity to do so and is grounds for termination of any further grant payments and seeking reimbursement for previously paid grant payments.

However, it shall not be considered a prohibited subleasing when the business purpose of the applicant is to provide a space for aspiring businesses, such as when the applicant is a business incubator, commissary kitchen, or business that provides co-op workspace. The BBCRA will determine whether a certain applicant fits into the exception described in this paragraph on a case-by-case basis.

Initials _____

Approval of Funding Request

All required application documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. BBCRA staff will review the application to evaluate whether the applicant is eligible for reimbursement. If it meets these requirements, BBCRA staff will present the funding request to the BBCRA Board for review and potential approval.

The BBCRA Board meets on the second Tuesday of each month. The schedule for BBCRA Board meetings can be obtained at www.boyntonbeachcra.com. Applicants will be notified of the date and time that their applications will be considered by the BBCRA Board.

The BBCRA recommends that applicants attend the BBCRA Board meeting during which the Board will consider their applications in order to answer any questions the BBCRA Board may have regarding their applications. BBCRA staff will notify the applicant of the BBCRA Board's approval or denial in writing.

Site Visits

BBCRA may conduct a site visit prior to transmitting the application to the BBCRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during and after the project in order to determine and ensure compliance with the terms of the grant.

Procedures for Reimbursement

Monthly rent reimbursement payments will be provided to the grant recipient beginning the first month the business is open for operation subsequent to BBCRA Board approval. A maximum of 12 consecutive monthly rent payments are eligible to be reimbursed to the approved applicant. Reimbursement will occur on a monthly basis.

Following the initial Reimbursement Request, each reimbursement request shall be made within 30 days of the start of the next month.

In order to receive monthly rent reimbursement the grant applicant must submit the following:

1. Written request for reimbursement.

Initials

Application Process

Applications can be submitted online at www.boyntonbeachcra.com. All applicants are required to meet with BBCRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the BBCRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Applicants may submit complete applications via email or mail hard copies of the application with all materials to the BBCRA for review and approval by the BBCRA Board, however online submissions are preferred. Applicants will be considered on a first-come, first-served basis. Application packets must include the following documentation:

1. A non-refundable fee of $100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.
2. Provide a 2-3 sentence mission statement for the applying business entity. This will be used as a way to introduce the business to the BBCRA Board.
3. Resume for each principal/owner of the business.
4. Copy of the corporate documents for the applying business entity.
5. Copy of City and County Business Licenses (Business Tax Receipt).
6. Copy of executed multi-year commercial lease agreement.
7. Two years of corporate tax returns (for existing businesses only).
8. Two years of personal tax returns for the principal/owners of a new business (if no corporate tax returns).
9. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
10. If applicant is an existing business expanding to occupy more than 50% of its current square footage size, verification of this threshold must be provided in the application package. Exceptions to this rule may be made at the discretion of the BBCRA Board if the tenant is losing their current space due to redevelopment of the site.
11. Initialed and signed Program Rules & Regulations (pages 1-12).
12. Authorization to perform credit check for the business and each principal/owner of the business.
13. W9 Form and Grant Intake Form.

Initials

2. Proof of rent payments (i.e., copies of the front and back of cancelled checks for that month's reimbursement or proof of direct deposit). **CASH AND/OR CRYPTOCURRENCY PAYMENTS** for rent are not eligible for reimbursement.

If applicant does not submit its monthly reimbursement request within 30 days following the end of the next month in which applicant is requesting reimbursement, applicant forfeits that month's reimbursement.

Discontinuation of Payment

The receipt of past payments does not guarantee future payments. The BBCRA retains the right to discontinue rent reimbursement payments at any time at its sole and absolute discretion.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including landlords and parties that performed work on the property. Nor shall issuance of a grant result in any obligation on the part of the BBCRA to any third party. The BBCRA is not required to verify that entities that have contracted with the applicant or applicant's landlord have been paid in full, or that such entities have paid any subcontractors in full. Applicant's submittal of verification that monthly rental payments have been cleared by the bank is sufficient assurance for the BBCRA to award grant funding.

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency

Initials R.P.

Commercial Rent Reimbursement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized to the maximum extent permitted by law for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Rent Reimbursement Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer furthering the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in my application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the Boynton Beach Community Redevelopment Agency to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the Boynton Beach Community Redevelopment Agency or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

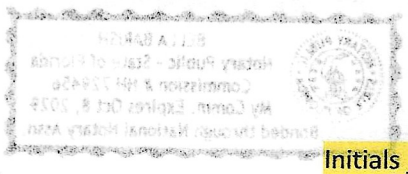
Business Information:

Initials

Business Name (and d/b/a if applicable): Lofo Legend LLC

Boynton Beach Business Address: 680 W Industrial Ave #~~7~~8, Boynton Beach, FL 3342

Applicant Contact Phone Number: 561-542-0662



Initials R.P

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. _____ 1/21/26
Principal/Owner's Signature Date
RODINA PARAISON
Printed Name Title

2. _____
Principal/Owner's Signature Date
_____
Printed Name Title

3. _____
Principal/Owner's Signature Date
_____
Printed Name Title

4. _____
Principal/Owner's Signature Date
_____
Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Rodina Paraison, who is/are personally known to me or produced FLDL as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 21 day of January, 2026.

Bella Barish
NOTARY PUBLIC Bella Barish
My Commission Expires: 10/08/2029

BELLA BARISH
Notary Public - State of Florida
Commission # HH 729456
My Comm. Expires Oct 8, 2029
Bonded through National Notary Assn.

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

LANDLORD INFORMATION

LANDLORD SIGNATURES: By signing below, Landlord consents to the submittal of this application. Landlord understands that approval of this application does not grant Landlord any rights whatsoever, and specifically understands that approval of this application does not entitle Landlord to seek payment or other recourse from the BBCRA.

1. _____ 11/19/25
Landlord's Signature Date
Shai Moschowitz
Printed Name Title

2. _____
Landlord's Signature Date
_____
Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida
COUNTY OF Palm Beach.

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Shai Moschowitz, who is/are personally known to me or produced _____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 19 day of November, 2025.

Elizabeth De Leon
NOTARY PUBLIC

My Commission Expires:

ELIZABETH DE LEON
Notary Public - State of Florida
Commission # HH 575933
My Comm. Expires Jul 28, 2028
Bonded through National Notary Assn.

eventeny

Business Information

Application	Commercial Rent Reimbursement Grant Program
Status	Awaiting Decision
Business Name	Logo Legend LLC
Contact Legal Name	Rodina Paraison
Email	logolegend@yahoo.com
Address	680 W Industrial Ave # 7-8, BOYNTON BEACH, Florida 33426, United States
Phone	561-542-0662
Website	http://www.logolegend.net
Special Requests	
Submitted Time	Apr 21, 2026 12:40 pm
Tags	

Additional Information

Boynton Beach Business Address:

N/A

Provide a list of all principal owners listed on corporate documents

Rodina Paraison-10120 Boynton Place Cir, Boynton Beach, FL 33437

Business Mission Statement

Our goal is to provide top-quality personalized embroidery and printing to Boynton Beach with precision and creativity as well as unparalleled customer service. Our goal is to be the most popular local shop for low-cost embroidery in Boynton Beach, offering small-scale businesses, schools, and individuals with the finest customized uniforms, custom T-shirts, and other merchandise that is branded. With the latest technologies with regard to digitalizing logos as well as heat press printing.

Are you an existing business in Boynton Beach?

Yes

Numbers of years in existence

3

Are you a new business in Boytnon Beach?

Yes

Description of your business

At Logo Legend, we combine creativity, precision, and reliability to deliver top-tier custom apparel services for businesses, schools, events, and individuals. Whether you need custom embroidered shirts in Boynton Beach or affordable heat press t-shirts near Delray Beach, we're your local go-to shop for quality and care.

Type of Business

Tier II

Base Rent (plus CAM if applicable)

$1000

Square Footage of Current Location

420sf

Square Footage of New Location

420sf

Number of Employees & Job Descriptions

1(Owner operator), Monday thru Friday from 10 am to 5:30 pm

Hours of Operation

Monday thru Friday from 10 am to 5:30 pm

Are you applying for grant assitance under any other program offered by the BBCRA?

Commercial Business Marketing Grant Program (only available to eligible business currently open)

Are you applying for grant assistance under any other governmental agencies?

N/A

Landlord Contact Information

Shai Moschowits--2627 NE 203rd Street, suite 220, Aventura, FL 33180--561-252-1479

In the following sections, please upload the requested documents. If more than one file is needed in a response to an individual prompt, go to "Choose Files," select multiple files at the same time in order for them to upload.

I understand

Upload resumes for each principal/owner listed on coporate documents here:

File uploaded

Upload a copy of the lease here:

File uploaded

Upload Copy of Corporate Documents Here

File uploaded

Upload two years of corporate tax returns here:

File uploaded

Upload City of Boynton Beach Business Tax Reciept Here

File uploaded

Upload Palm Beach County Business Tax Reciept Here

File uploaded

Upload Credit Check Authorization Form Here

File uploaded

Upload Business w9 here:

File uploaded

Upload the Grant Intake Form here:

File uploaded

Upload Notarized "Anti-Human Trafficking Affidavit" here:

File uploaded

Upload Signed "Program Rules & Regulations" Here

File uploaded

I understand that submission of an application is not a guarantee of grant funding or Board approval. Any "approval" notifications sent through Eventeny are purely administrative. Final approval will occur at the next available Board Meeting.

RODINA PARAISON

How would you like to pay your application fee?

Pay with credit card

Prices

Application Fee

Quantity - 1 | Total - $100.00

Reset

Select Language

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Search by Address, Owner, or PCN

Return

Property Info | Layers | Tools & Reports | Help

View Property Record | Print

OWNERS

LAST MILE BOYNTON BH LLC

PEQ BOYNTON TM LLC &

PROPERTY DETAIL

LOCATION
617 W INDUSTRIAL AVE

MUNICIPALITY
BOYNTON BEACH

PARCEL NO.
08-43-45-20-02-002-0070

SUBDIVISION
BOYNTON INDUSTRIAL PARK IN

BOOK/PAGE
34086/128

SALE DATE
01/20/2023

MAILING ADDRESS
2627 NE 203RD ST STE 220
AVENTURA FL 33180 1946

USE TYPE
4800 - WAREH/DIST TERM

TOTAL SQUARE FEET
6144



Docusign Envelope ID: 18C35AD4-B1D0-4533-A132-3195831CBCCA

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the 22nd day of Cotober, 2025, by and between LAST MILE BOYNTON BH, LLC, a Florida limited liability company and PEQ BOYNTON TM, LLC a Florida Limited Liability Company as tenants in common (collectively "Landlord"), and Logo Legend LLC a A Florida Limited Liability Company ("Tenant").

WITNESSETH: In consideration of the obligations of Tenant to pay rent and in consideration of the terms, covenants and conditions hereof to be observed and performed by Tenant, Landlord hereby leases to Tenant and Tenant takes from Landlord, the "Leased Premises", as herein defined, TO HAVE AND TO HOLD for the Term as provided for herein and Tenant agrees to perform the obligations of Tenant hereunder.

ARTICLE I
REFERENCE PROVISIONS AND ENUMERATION OF EXHIBITS

Section 1.1 REFERENCE PROVISIONS. Where used in this Lease, the designated terms hereinafter set forth shall have the meanings ascribed by the provisions of this Section 1.1:

(a) "BUILDING" – That certain real property generally known as (the "Building") more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein together with all improvements now located or hereafter erected thereon, less any deletions pursuant to this Lease, plus such additions as Landlord may from time to time designate as comprising part of the Building.

(b) "COMMON AREAS" – All areas and facilities around the Building designated by Landlord for the general use, in common, of occupants of the Building, including Tenant hereunder, its officers, agents, employees and customers. Common Areas shall include the parking areas, sidewalks, canopies, roadways, loading platforms, washrooms, ramps and landscaped areas.

(c) "TENANT'S TRADE NAME" –Rodina Paraison

(d) "LEASED PREMISES" – That certain space located at 680 W Industrial Ave - OFC 7-8, Boynton Beach, 33426 containing approximately 420 rentable square feet located in the Building.

(e) "PERMITTED USE" – Tenant shall use the Leased Premises solely for the operation of a Embroidery, General and for no other use or purpose.

(f) "TERM" – The term of this Lease shall commence on 11/1/2025 and expire on 10/31/2028 unless extended or sooner terminated as provided for herein.

(g) "RENT COMMENCEMENT DATE" – 11/1/2025 For purposes of this Lease, a "Lease Year" shall be defined as that twelve (12) month period during the Term (including any extension Term), commencing on the first day of the calendar month next following the Rent Commencement Date; provided, however, that if the Rent Commencement Date is a day other than the first day of the calendar month, then the first Lease Year shall include that period of time from the Rent Commencement Date up to the first day of the next calendar month, and any subsequent Lease Year shall be the twelve (12) month period beginning on the first day of such month.

(h) "MINIMUM RENT" – Minimum Rent shall be each month, commencing on the Rent Commencement Date and payable on the first day of each calendar month thereafter for the balance of the Lease Term or extensions thereof and subject to adjustment in accordance with Section 1.1(j) below. The Minimum Rent for each month of the first Lease Year shall be **$1,000** plus sales tax (currently %) for a total payment of **$1,000.00**. **RENT IS DUE AND PAYABLE IN ADVANCE ON THE FIRST (1ST) DAY OF EACH MONTH WITHOUT NOTICE. ANY PAYMENT RECEIVED BY LANDLORD AFTER THE THIRD (3RD) DAY OF EACH MONTH WILL BE CONSIDERED LATE, AND THE TENANT WILL BE CHARGED, IN ADDITION TO THE RENT, A LATE FEE IN THE AMOUNT OF $100 FOR EACH LATE PAYMENT.**

(i) "SECURITY DEPOSIT" – $1,000.00

(j) "RENT INCREASE" – Minimum Rent shall increase by the greater of: (i) Five percent (5%) per annum from the Minimum Rent amount for the prior Lease Year or (ii) the change in the Consumer Price Index, plus sales tax.

(k) "ADDRESSES FOR NOTICE & PAYMENTS" –

LANDLORD PAYMENTS:
Last Mile Boynton BH, LLC
c/o Morell Management, LLC
2627 NE 203rd Street, Suite 220
Aventura, FL 33180
Via Zelle: LMHBoynton@gmail.com

LANDLORD NOTICE:
Last Mile BOYNTON BH, LLC
c/o Morell Management, LLC
2627 NE 203rd Street, Suite 220
Aventura, FL 33180

TENANT NOTICE:
Rodina Paraison
10120 Boynton PL Cir
Boynton Beach, FL, 33437
logolegend@yahoo.com

(l) "BROKERS" – Present Equity Advisors, LLC.

Section 1.2 GRANT. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Leased Premises pursuant to the terms hereof. The roof, air space above the roof, exterior walls of the Leased Premises and dividing walls between the Leased Premises and any adjoining Leased Premises and the land beneath the Leased Premises are reserved unto Landlord and Landlord shall have the right to install, maintain and repair utility lines in such areas. Subject to the terms of this Lease, Tenant shall have the non-exclusive right to use the Common Areas in common with Landlord and the other tenants of the Building.

Section 1.3 ACCEPTANCE OF LEASED PREMISES. By accepting possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises in "AS IS WHERE IS" CONDITION, to have acknowledged that same are in the condition required hereunder and to have

agreed that all obligations of Landlord under the Lease have been fully performed. Landlord has no obligations to undertake or cause to be undertaken any alterations or to construct any improvements to the Leased Premises except as expressly provided in this Lease.

Section 1.4 QUIET ENJOYMENT. Upon payment of the Rent and the performance of all of Tenant's obligations hereunder, Tenant shall peaceably and quietly enjoy the Leased Premises during the Term without interruption by Landlord or any person claiming by, through or under Landlord, subject to the terms of this Lease and all mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

ARTICLE II
RENT

Section 2.1 MINIMUM RENT. Tenant shall pay to Landlord the Minimum Rent set forth in Section 1.1(h), in advance, on the first day of each calendar month throughout the Term, prorated for any partial calendar month. Tenant shall commence paying Minimum Rent and Additional Rent (defined below) on the Rent Commencement Date. Minimum Rent and Additional Rent shall collectively be referred to in this Lease as "Rent". All Rent shall be payable without notice, demand, setoff or deduction whatsoever and shall be delivered to Landlord's address set forth in Section 1.1(k). The obligation to pay Rent is an independent, unconditional covenant and shall continue to be payable in all events unless expressly provided otherwise in this Lease. All payments due shall be paid via electronic transfer in accordance with instructions provided by the Landlord, or by check.

Section 2.2 ADDITIONAL RENT. As additional rent ("Additional Rent"), Tenant agrees to pay to the Landlord Tenant's pro-rata share of the increase in real property taxes and all insurances for each calendar year over the prior Lease Year, with the base year to be used for the calculation being the year that this Lease was entered into. Once calculated, the Landlord shall bill such Additional Rent to the Tenant and same shall be due and payable by the Tenant within then (10) days of billing. Thereafter, and at any time, Landlord may bill such Additional Rent and any estimates for future increases to the Tenant on a monthly basis in such amounts that will cause such Additional Rent to paid over the course of the Lease Year, or the remaining term of the Lease, as the case may be, and such amounts shall be paid monthly with the Rent. All sums due hereunder other than Minimum Rent shall be deemed Additional Rent. Additional Rent shall be due and payable on demand unless another time is expressly provided for payment herein.

Section 2.3 UTILITIES. Tenant shall pay (or reimburse Landlord if paid directly thereby) promptly, as and when the same become due and payable all water charges, sewer charges and all charges for electricity, gas, heat, steam, hot and/or chilled water, and all other utilities supplied to the Leased Premises commencing upon Tenant's acceptance of the Leased Premises and throughout the Term. If any such utilities are not separately metered and are used in common with other tenants, then in such case, the amount for such utilities shall be included in Tenant's Additional Rent. Tenant shall pay internet (if applicable), water and electric separately, and for all other utilities not provided as part of the common area services.

ARTICLE III
CONSTRUCTION OF LEASED PREMISES

The Leased Premises are constructed and leased in it "AS IS WHERE IS" Condition.

ARTICLE IV
USE

Section 4.1 USE. Tenant agrees that the Leased Premises shall be used only for the Permitted Use and subject at all times to the exclusive uses and prohibited uses applicable to the Building attached hereto as Exhibit "C". Tenant shall not do anything which may interfere with the rights of other tenants in the Building nor shall Tenant use the Leased Premises for any unlawful or immoral purpose or in violation of any applicable governmental codes, laws, or ordinances ("Laws"). Tenant shall not cause or permit the Leased Premises to be used for the manufacture, storage, use, release or disposal of hazardous materials. Tenant shall, at its sole cost, promptly comply with all Laws now or hereafter enacted with respect to the Leased Premises whether in order to meet the special needs of Tenant or by reason of the occupancy thereof or otherwise, and Tenant shall make all alterations and additions to the Leased Premises required by applicable governmental authorities with respect thereto. Without limiting the generality of the foregoing, Tenant shall, at its sole cost, promptly comply with all requirements of the Americans With Disabilities Act ("ADA") with respect to the Leased Premises.

Section 4.2 RULES AND REGULATIONS. Tenant and its employees and agents shall observe and comply with all rules and regulations set forth in Exhibit "B" attached hereto and by this reference incorporated herein or as promulgated by Landlord in the future upon notice to Tenant and any rules of the building in which the Leased Premises is located.

Section 4.3 SIGNS. Tenant may install a sign, in compliance with local codes, at Tenant's expense and with Landlords prior written consent, which consent may be withheld in the sole and absolute discretion of the Landlord.

ARTICLE V
INSURANCE

Section 5.1 TENANT'S INSURANCE. Tenant shall, at its cost, procure and maintain beginning on the date Tenant is given access to the Leased Premises for any purpose and keep in force at all times thereafter during the Term the following insurance with respect to the Leased Premises: (a) Commercial General Liability Insurance with contractual liability coverage for the Leased Premises, entranceways, sidewalks and any surrounding common areas, with a minimum single limit of $2,000,000 per occurrence; (b) Special Form Property Insurance (or its successor coverage) and flood insurance for the full replacement cost of all permanent leasehold improvements and betterments installed by Tenant to the Leased Premises and all personal property, trade fixtures, furniture, equipment and merchandise therein; (c) Plate Glass Insurance in amounts sufficient to replace all plate glass in the Leased Premises; (d) Workmen's Compensation and Employer's Liability Insurance in the amounts required by the laws of the State of Florida, which shall also be carried by any contractors and subcontractors of Tenant; and (e) such other insurance as Landlord or any mortgagee may reasonably require. In addition, Tenant shall carry (or cause its contractors and subcontractors to carry) and keep in full force and effect, at Tenant's cost, prior to commencement of and during construction of Tenant's Work and the performance of any other construction or alterations to the Leased Premises, Builders' Risk Insurance for the full replacement cost of all such work.

All insurance policies shall be in a form satisfactory to Landlord and written with insurance companies satisfactory to Landlord. All insurance shall name Landlord and Landlord's designees as additional insureds and/or a loss payees, as applicable, and shall provide that such insurance will not be terminated or modified without thirty (30) days' advance written notice to Landlord. The minimum limits of commercial general liability insurance provided above shall not limit or diminish Tenant's liability hereunder. Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried hereunder, and thereafter at least fifteen (15) days prior to the expiration of such policy, evidence of such insurance satisfactory to Landlord together

with evidence of payment of premiums therefor. Any minimum limits of coverage provided above shall be subject to increase at any time and from time to time if Landlord reasonably determines an increase is necessary. Tenant shall provide Landlord with evidence of such increased coverage within thirty (30) days after notice of an increase from Landlord. If Tenant fails to obtain any of the foregoing insurance, Landlord may, but shall not be required to, purchase same on Tenant's behalf and Tenant shall immediately pay to Landlord, as Additional Rent, all costs incurred by Landlord with respect to same.

Section 5.2 WAIVER OF SUBROGATION AND CLAIMS. Landlord and Tenant hereby release the other and all other persons claiming under it from any and all liability for loss or damage caused by any casualty, even if the casualty is brought about by the fault or negligence of the other or of any persons claiming under the other. Tenant and Landlord will cause their respective insurance companies to endorse their respective insurance policies to permit a waiver of subrogation. Landlord and Tenant hereby waive any and all claims and right of recovery against the other and against the officers, members, partners, employees, agents and representatives of the other for damage, loss or injury caused by or resulting from fire and/or other perils, regardless of whether or not any such claims for damages, losses or injuries are or would be covered by any property insurance policies which the waiving party does or is required to maintain hereunder, without regard to deductible limits.

ARTICLE VI
REPAIRS AND MAINTENANCE

Section 6.1 BY LANDLORD. Landlord shall make necessary maintenance and repairs to the structural portions of the Leased Premises including the exterior walls (excluding the exterior of and the frames surrounding all window, doors, plate glass, and signs which are Tenant's responsibility), roof, foundation, and load-bearing structural columns and beams and to the sidewalks, parking areas and curbs. Landlord shall not be required to make any repairs caused by the negligent or willful misconduct of Tenant or anyone claiming under Tenant, any repairs, alterations or improvements by Tenant or anyone claiming under Tenant, or casualty or condemnation (except as provided in Article VIII). In no event will Landlord be liable for damages or injuries arising from its failure to make said repairs. Tenant waives the provision of any law or statute, or any right common law, permitting Tenant to make repairs at Landlord's expense. All repair and maintenance obligations of Landlord shall be included in and constitute Additional Rent.

Section 6.2 BY TENANT. Except as provided in Section 6.1 above, Tenant shall make and pay for all maintenance, repairs, and replacements of every kind to the Leased Premises and all equipment and systems exclusively serving the Leased Premises necessary to keep the same in a good state of repair and operating order (including but not limited to the exterior entrances, exterior walls, plate and window glass, glass and show moldings, doors, show windows, windows, interior walls and partitions, interior side of exterior walls, ceilings, floors, floor coverings, lighting, plumbing, electrical, and HVAC [as defined below] systems, furnishings, fixtures and equipment, fire extinguishers and annual certifications thereof, front metal doors and gates, and all other interior non-structural portions of the Leased Premises) and in broom clean condition (including reasonably periodic painting of the Leased Premises) and perform all repairs and alterations required by applicable Laws. Beginning at the point from which they serve the Leased Premises exclusively (whether located inside or outside the Leased Premises), Tenant shall, at its sole cost, make repairs and replacements necessary to maintain in good repair and condition all lines, apparatus, ducts and equipment relating to all applicable utilities.

If (a) Tenant fails to perform any repair, replacement or maintenance obligation required hereunder, (b) Landlord determines that emergency repairs are necessary or (c) repairs or replacements to the Leased Premises, Common Areas and/or Building are required due to the negligence or willful misconduct of Tenant or anyone claiming under Tenant, then in any of such events, Landlord may make such repairs, and upon completion thereof, Tenant shall promptly pay to Landlord, as Additional Rent, all costs incurred by Landlord in making such repairs plus twenty percent (20%) for overhead.

ARTICLE VII
ALTERATIONS

Section 7.1 BY LANDLORD. Notwithstanding anything to the contrary contained herein, Landlord reserves the right at any time and from time to time, provided visibility of and access to the Leased Premises shall not be materially, adversely and permanently affected, to (i) change the size, layout and dimensions of the Building and any part thereof; (ii) locate, relocate, alter and modify the number and location of buildings or improvements, building dimensions, number of floors, other tenants and the Common Areas or any portion thereof located from time to time in the Building; (iii) enlarge or reduce the Building; make alterations or additions to the Leased Premises and construct other buildings adjoining same; construct additional buildings and improvements in the Building; and (iv) sell or lease any part of the land or buildings comprising the Building. Landlord shall use commercially reasonable efforts to minimize disruption to Tenant's business during the performance of the foregoing except in the event of an emergency.

Section 7.2 BY TENANT. At Tenant's sole expense, Tenant may alter, renovate or improve the interior non-structural portions of the Leased Premises, provided that Tenant has obtained the prior written consent of Landlord and Tenant is not in default of this Lease. All work shall be performed in a good and workmanlike manner and in compliance with all applicable Laws and all requirements of this Lease. Prior to the commencement of such work, Tenant shall submit for Landlord's written approval, two (2) sets of the plans and specifications for Tenant's work and Tenant shall cause Landlord's requirements for bonding, insurance and contractor requirements to be satisfied. Landlord's approval shall be evidenced by returning to Tenant one (1) set of plans and specifications initialed by Landlord. Any work performed by Tenant under this Section 7.2 shall be so conducted so as not to interfere with the use by other tenants of the Building. Tenant shall not make any changes, alterations or improvements to the exterior or the structure of the Leased Premises.

ARTICLE VIII
DESTRUCTION OR CONDEMNATION

Section 8.1 DESTRUCTION. Tenant shall give Landlord prompt written notice of damage to any portion of the Leased Premises resulting from fire or other casualty. If (a) the Leased Premises shall be damaged by an occurrence which is not covered by Landlord's insurance; (b) the Leased Premises shall be damaged during the last two years of the Term; (c) the Building buildings are damaged to the extent of more than twenty-five (25%) of the replacement cost, or (d) the Leased Premises are damaged to the extent of twenty-five percent (25%) of the replacement cost, then in any of such events, Landlord may terminate this Lease upon the date set forth in Landlord's notice, which date shall be at least thirty (30) days after the date of Landlord's notice. In the event that the Leased Premises are wholly or partially untenantable as a result of such fire or casualty, there shall be a fair and equitable proportionate abatement of all Rent during that period based on the proportion of the Leased Premises rendered untenantable. If this Lease is not terminated by Landlord as aforesaid then this Lease shall continue in full force and effect (Tenant waives any right conferred by any applicable law to terminate this Lease based on the damage) and Landlord shall rebuild the Leased Premises to the condition existing when the Leased Premises was originally delivered to Tenant (but only to the extent insurance proceeds are adequate and available for such purposes); and upon Landlord providing Tenant written notice of the completion thereof, Tenant shall diligently restore Tenant's property and promptly reopen for business and commence the payment of all Rent required hereunder. Tenant shall use the proceeds of any recovery on Tenant's insurance policies for restoration of improvements made by Tenant to the Leased Premises damage (including all permanent leasehold improvement and betterments), and for restoration and/or replacement of Tenant's equipment, trade fixtures and inventory, and to cover any business interruption loss.

Section 8.2 CONDEMNATION. If the whole of the Leased Premises are taken in connection with eminent domain or sale in lieu thereof, the Term shall expire when Landlord shall be divested of its title, and Rent shall be apportioned as of that date. If only part of the Leased Premises is taken in connection with eminent domain, and the rentable square footage of the Leased Premises is reduced by more than twenty five percent (25%) and the part remaining shall not be reasonably adequate for the operation of Tenant's business, then either Landlord or Tenant may terminate this Lease by giving the other party written notice within thirty (30) days after such taking, effective as of the date possession of the taken part shall be required for public use; and Rent shall be apportioned as of that date. If this Lease is not so terminated pursuant to this provision, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking (to the extent feasible and at a cost to Landlord not to exceed the award received by Landlord after expenses) and this Lease shall continue in full force and effect except that the Rent shall be reduced in proportion to the portion of the Leased Premises lost in the taking. Landlord shall be entitled to all damages in connection with eminent domain, including any portion of the award based on the value of the leasehold estate of the Leased Premises. Notwithstanding the foregoing, Tenant may, at Tenant's sole cost and expense, bring a separate claim in Tenant's name to recover damages for the value of any personal property or movable trade fixtures that were installed by Tenant. However and notwithstanding anything contain in this Section 8.2, Tenant shall have no rights hereunder or claims of any type or nature in the event only some portion of the parking areas are taken.

ARTICLE IX
SUBORDINATION/ ATTORNMENT AND ESTOPPEL CERTIFICATES

Section 9.1 SUBORDINATION/ATTORNMENT. This Lease is subject and subordinate to all ground and underlying leases and all mortgages or other security agreements which now or hereafter affect the Leased Premises and to any and all advancements to be made thereunder and to all renewals, modifications, consolidations, replacements, and extensions thereof. Within ten (10) days after receipt of a written request by Landlord, Tenant,, shall enter into an agreement provided by Landlord or its lender subordinating this Lease and all interest of Tenant to all ground and underlying leases and mortgages and other security agreements which may now or hereafter effect the Leased Premises and to any and all advances to be made thereunder and all renewals, modification, consolidations, replacements and extensions thereof. In the event any proceedings are brought for foreclosure of any such mortgage, or in the event of exercise of power of sale under any such mortgage, or in the event of a sale by Landlord of its fee or leasehold interest in the Building or its interest in this Lease, Tenant shall attorn to the mortgagee, transferee or transferee upon any such foreclosure or sale and recognize such mortgagee, transferee or purchaser as landlord under this Lease.

Section 9.2 ESTOPPEL CERTIFICATE. Tenant shall, without charge, at any time and from time to time, within ten (10) days after request by Landlord, deliver a written instrument to Landlord or any other person, firm or corporation specified by Landlord, duly executed and acknowledged, certifying that this Lease is unmodified and is in full force and effect (or if there has been any modification, that the same is in full force and effect as modified, and identifying any such modifications), whether or not there are then existing any set-offs or defenses in favor of Tenant against the enforcement of any of the terms, covenants and conditions of this Lease by Landlord, and if so, specifying the same, and whether or not Landlord has observed and performed all of the terms, covenants and conditions on the part of Landlord to be observed and performed, and if not, specifying the same, and the dates to which Rent have been paid and any other additional matters requested by Landlord.

ARTICLE X
DEFAULT

Section 10.1 TENANT DEFAULT. Any one of the following shall be a default by Tenant: (a) Tenant fails to pay Rent when due hereunder; (b) Tenant fails to perform or observe any agreement, obligation or covenant of this Lease (other than the payment of Rent) and such failure continues for ten (10) days after notice from Landlord (or if same cannot reasonably be cured within ten (10) days, if Tenant fails to commence to cure within ten (10) days and/or fails to diligently prosecute such cure to completion provided such cure period shall not exceed thirty (30) days); (c) Tenant or Guarantor becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings are taken by or against Tenant; (d) a receiver or trustee in bankruptcy is appointed for any of Tenant's or Guarantor's property and such appointment is not vacated within ninety (90) days from the date of appointment; (e) Tenant's leasehold interest or right to possession of the Leased Premises, or both, passes to one other than Tenant, by assignment, operation of law or otherwise (except as otherwise expressly permitted hereunder), without written consent of Landlord; (f) Tenant ceases doing business at the Leased Premises as determined by Landlord for more than fifteen (15) consecutive days (except for temporary closures due to casualty or condemnation); (g) Tenant vacates or abandons possession of the Leased Premises; and/or (h) the Leased Premises are used for purposes other than the Permitted Use; (i) Tenants fails to deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried hereunder, and thereafter at least fifteen (15) days prior to the expiration of such policy; and/or (j) Tenants fails to obtain any license or certificate, which is required by local, state or federal authorities in order to conduct his business and such failure continues for ten (10) days after notice from the requiring authority or Landlord.

In the event of a default by Tenant hereunder, Landlord may, at its option and without further notice, in addition to all other remedies available at law or in equity: (a) terminate the Lease but Tenant shall remain liable as hereinafter provided; (b) repossess the Leased Premises without terminating the Lease, (c) obtain injunctive and declaratory relief and/or specific performance of any term, covenant or condition of the Lease; (d) declare the entire balance of all Rent due under the Lease for the remainder of the Term to be immediately due and payable discounted to present value; (e) perform such obligation on Tenant's behalf and charge Tenant the cost thereof plus twenty percent (20%) of such costs to cover Landlord's overhead as Additional Rent, (f) institute a distress for rent action and obtain a distress writ under Section 83.11 through 83.19, Florida Statutes and/or (g) immediately receive the unamortized portion of the Tenant Improvement Allowance, if any, paid to Tenant.

The exercise by Landlord of any right granted hereunder shall not relieve Tenant from the obligation to make all payments of Rent and to fulfill all other obligations and covenants required by this Lease, at the time and in the manner provided herein. Further, notwithstanding any repossession or termination of the Lease, Tenant shall (a) remain liable for all Rent accruing up to the date of such repossession or termination; (b) be liable to Landlord for all costs and expenses incurred in connection with repossession (including attorney's fees), entering into a new lease with another tenant, and preparing the Leased Premises for reletting (including repairing, improving, altering and remodeling the Leased Premises), regardless of whether Landlord relets the Leased Premises or any part thereof for a term less or more than the balance of the Term or grants concessions, allowances or free rent or other inducements to a new tenant; and (c) for each month which would have otherwise constituted the balance of the unexpired Term, pay the deficiency between the Rent that would have been payable, less the net amount of rents actually collected by Landlord from a new tenant, if any. Tenant shall not be entitled to any surplus rents. Landlord shall not be required to use any greater efforts than Landlord uses to lease other properties Landlord owns, to relet the Leased Premises in preference to any other space in the Building; or to accept rent in an amount less than fair market rent for the Leased Premises. Landlord's failure to relet the Leased Premises shall not release or affect Tenant's liability hereunder and Landlord shall not be liable for failure to relet, or failure to collect rent under any reletting, if any. No re-entry or taking possession of the Leased Premises by Landlord will be construed as an election to terminate unless Landlord notifies Tenant in writing of Landlord's election to terminate the Lease.

Section 10.2 NON-WAIVER. The failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any right or remedies that Landlord may have and shall not be deemed a waiver of any subsequent default in the terms and covenants herein contained unless expressly waived in writing by Landlord. No payment by Tenant or acceptance by Landlord of a lesser amount than due from Tenant shall be deemed to be anything but payment on account, and Tenant's payment of a lesser amount with a statement that the lesser amount is payment in full shall not be deemed an accord and satisfaction. Landlord may accept the payment without prejudice to recover the balance due or pursue any other remedy. Landlord may accept payments even after default by Tenant without prejudice to subsequent or concurrent rights or remedies available to Landlord under this Lease, at law or in equity. All rights and remedies of Landlord herein or presently or hereafter existing at law or in equity are cumulative and concurrent and the exercise of one or more rights or remedies hereunder shall not waive Landlord's right to exercise any other right or remedy. The maintenance of any action or proceeding to recover possession of the Leased Premises or any payment of Rent shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Leased Premises or of any other monies that may be due or become due from Tenant. Any entry or reentry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder.

Section 10.3 TENANT WAIVER. Tenant hereby expressly, unconditionally and irrevocably waives all of the following: (a) any right Tenant may have to interpose or assert any claim, counterclaim or setoff in any action brought by Landlord based (in whole or part) on non-payment of Rent even if same is based on Landlord's alleged breach of the Lease (Landlord and Tenant hereby stipulate that any such counterclaim shall be severed and tried separately from the action brought by Landlord for non-payment of Rent); (b) all constitutional, statutory or common law bonding requirements including the requirement under Section 83.12, Florida Statutes that Landlord file a bond payable to Tenant in at least double the sum demanded by Landlord (or double the property sought to be distrained); it being the intention of the parties that no bond shall be required in any distress action; (c) the right under Section 83.14, Florida Statutes to replevy distrained property; (d) any rights Tenant may have in the selection of venue in any suit by or against Landlord; it being understood that the venue of such suit shall be in the county wherein the Leased Premises is located; (e) any rights Tenant may have to consequential damages incurred by Tenant including but not limited to lost profits and interruption of business as a result of any Landlord default; and (f) any rights Tenant may have in the Leased Premises or any goods or personal property therein if Tenant is evicted and dispossessed of same.

Section 10.4 FORCE MAJEURE AND UNAVOIDABLE DELAYS. Except for the payment of Rent, in the event that either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of labor disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations or failure of the applicable governmental authority to timely issue permits, fire or other casualty, acts of God, or other reason beyond the reasonable control of the party delayed in performing the act required under the terms of this Lease, then such delay in the performance of such act shall be excused with performance extended for a period equivalent to the period of such delay. The foregoing provision shall not excuse Tenant's failure to pay any amount due hereunder.

ARTICLE XI
OTHER PROVISIONS

Section 11.1 DEFINITION AND LIABILITY OF LANDLORD AND TENANT. The term "Landlord" as used in this Lease shall mean only the then owner of the lessor's interest in this Lease, and in the event of a transfer by Landlord of its interest in this Lease, Landlord shall automatically be released from all obligations and liabilities as lessor subsequent to the transfer. Notwithstanding anything to the contrary contained herein, in the event of a default by Landlord of any of its obligations or covenants under this Lease, neither Landlord nor any of the affiliates, partners, members, officers, directors or shareholders of Landlord shall have any personal liability whatsoever with respect to same and Tenant shall look solely to the equity of Landlord in the Building for the satisfaction of Tenant's remedies. The word "Tenant" shall mean each and every person named as Tenant herein and its permitted subtenants, assigns and successors. If more than one party executes this Lease as "Tenant", the liability of all signatories shall be joint and several.

Section 11.2 RELATIONS OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant. Landlord and Tenant acknowledge that each of them and their respective counsel have had an opportunity to review this Lease and that this Lease shall not be construed for or against either party merely because such party prepared or drafted the Lease or any particular provision.

Section 11.3 SECURITY DEPOSIT. Tenant has deposited with Landlord the Security Deposit as security for the performance by Tenant of its obligations under this Lease including payment of Rent. The Security Deposit may be commingled with other funds of Landlord, and Landlord shall have no liability for the accrual or payment of any interest thereon. Landlord may use, retain or apply all or any part of the Security Deposit to cure any default by Tenant under this Lease. If Landlord applies all or part of the Security Deposit to cure a Tenant default, Tenant shall pay promptly to Landlord the amount so applied. If Tenant complies with all terms and conditions of this Lease, the Security Deposit or any balance thereof, shall be returned to Tenant at the expiration of the Term. If Landlord transfers this Lease and Security Deposit to a transferee, Landlord shall be released from liability with respect to the Security Deposit; Tenant shall look only to such transferee with respect thereto.

Section 11.4 INDEMNITY. Tenant shall indemnify, defend and hold harmless Landlord, its affiliates, officers, employees, agents, property manager (and its agents), contractors and any mortgagee (collectively, "Landlord's Agents") from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature if (a) occurring in the Leased Premises, unless caused by the gross negligence or willful misconduct of Landlord or Landlord's Agents; (b) claimed to have been caused by or resulted from any act or omission of Tenant, its agents, contractors, employees, subtenants, assignees, concessionaires and invitees, no matter where occurring; or (c) due to any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this Lease; together with all costs, expenses and liabilities incurred in or in connection with each such claim, action or proceeding brought against Landlord and/or Landlord's Agents, including, without limitation, all reasonable attorney's fees and expenses. In addition, Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Agents from and against all losses, claims, expenses (including attorney's fees), liabilities, lawsuits and damages arising by reason of any clean up, removal, remediation or any other activity required as a result of the presence of hazardous substances in the Leased Premises and/or the Building caused by Tenant or its employees, agents, contractors or invitees. Landlord shall indemnify, defend and hold harmless Tenant from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature occurring in the Common Areas solely as a result of the gross negligence or willful misconduct of Landlord or Landlord's Agents. The foregoing indemnities shall survive the expiration or earlier termination of this Lease.

Section 11.5 DAMAGE TO PROPERTY OR PERSONS. Unless caused by the gross negligence or willful conduct of Landlord, Landlord shall not be liable for any loss of or damage to property of Tenant or of others located in the Leased Premises or the Building, by theft or otherwise; any injury or damage to persons or property or to the Leased Premises resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature; any such injury or damage caused by other tenants or any persons in the Leased Premises or the Building or by operations in the construction of any private, public, or quasi-public work; any defect (latent or otherwise) in construction except for a period of one year from the date

of the general construction of the Leased Premises (the parties agree that any liability of Landlord under the preceding clause shall be limited to cost of repair only); any damage or loss of property of Tenant kept or stored in the Leased Premises.

Section 11.6 ASSIGNMENT/SUBLETTING. Tenant shall not assign or transfer this Lease or any interest therein, or sublet all or any part of the Leased Premises, without obtaining on each occasion the prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion. The transfer of any corporate stock, partnership interest or membership interest in Tenant, or a merger, consolidation, acquisition or liquidation of or by Tenant, either voluntarily or by operation of law, shall be deemed an assignment and shall require Landlord's consent, except if Tenant is a public corporation and such transfer of stock is through a recognized stock exchange. Any request for Landlord's consent to assignment or subletting shall be accompanied by a non-refundable payment in the amount of One Thousand Dollars ($1,000.00) for costs incurred by Landlord with respect to same. Any assignment or sublease shall be only for the Permitted Use. In no event shall any assignment or subletting release Tenant from any of its obligations or liabilities under this Lease. Any permitted assignee must assume this Lease in writing in an assumption agreement in form satisfactory to Landlord and Tenant shall deliver an executed copy of same to Landlord ten (10) days prior to the effective date of the assignment. If Tenant shall assign this Lease or sublet the Leased Premises pursuant to the foregoing provisions for rents or any other amounts in excess of the Rent payable hereunder, Tenant shall pay all of such excess rent to Landlord as Additional Rent. Landlord shall have the right to impose such additional conditions on such assignment as the Landlord shall determine in its sole and absolute discretion.

(i) Notwithstanding the foregoing, Landlord shall have the option, by written notice to Tenant within thirty (30) days after receiving any request for consent to a proposed assignment or sublease of all or a portion of the Leased Premises to an unaffiliated entity to recapture the Leased Premises and terminate the Lease or recapture that portion of the Leased Premises subject to the proposed assignment or sublease and terminate the Lease as it relates to the recaptured Space; such termination to be effective on the date provided in the notice to recapture. If Landlord elects to recapture a portion of the Leased Premises, then Rent shall be adjusted accordingly.

Section 11.7 SURRENDER. Upon the expiration or sooner termination of the Lease, Tenant shall surrender the Leased Premises to Landlord in broom clean condition and in good repair and condition, reasonable wear and tear excepted. Tenant shall remove all moveable trade fixtures, furniture, inventory and other personal property of Tenant (collectively, "Personal Property") and repair all damage caused by the removal of same. Tenant shall surrender all keys for the Leased Premises to Landlord at the address set forth in Section 1.1(k). If Tenant fails to make such repairs, Tenant shall be liable for and agrees to pay Landlord's costs and expenses in making such repairs plus twenty percent (20%) of such costs to cover Landlord's overhead. Tenant shall not remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor coverings, walls or ceilings, all of which shall be deemed to constitute a part of the interest and estate of Landlord nor shall Tenant remove any fixtures or machinery that were furnished or paid for by Landlord whether initially installed or replaced. If Tenant fails to remove its Personal Property upon abandonment, recovery of possession of the Leased Premises by Landlord or at the expiration or sooner termination of the Lease as provided above, such Personal Property not removed shall be deemed abandoned by Tenant and at the option of Landlord shall become the property of Landlord and at Landlord's option may be removed by Landlord at Tenant's expense plus twenty percent (20%) as herein provided, or placed in storage at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord. Tenant hereby waives all claims for loss or damage to Tenant's property pursuant to the terms of this paragraph. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of this Lease. In addition to the foregoing, Landlord shall have the absolute right to terminate this Lease and remove Tenant from occupancy thereof, upon not less than six (6) months written notice to Tenant, at any time during the Term, for purposes of remodeling, redeveloping or demolishing the Building. This right reserved by Landlord shall not be impaired or affected by any subsequent change in any Law applicable to this Lease. All costs of vacating the Leased Premises shall be the responsibility of Tenant.

Section 11.8 HOLDOVER. If Tenant remains in possession of the Leased Premises after the expiration of the Term without the written consent of Landlord, Tenant shall be deemed a tenant at sufferance, and during such holding over, Rent shall be two hundred percent (200%) of the amount in effect immediately prior to the expiration of the Term and all other provisions shall of this Lease shall apply insofar as the same are applicable. In addition, Tenant shall indemnify and hold Landlord harmless from all losses, liabilities, claims, damages and expenses arising from such holdover by Tenant after the expiration of the Term including without limitation any claims made by any succeeding tenant as a result of same.

Section 11.9 LANDLORD LIEN. In addition to all other remedies set forth herein, in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all Rent herein. The provisions of this paragraph relating to such lien and security interest shall constitute a security agreement under and subject to the Uniform Commercial Code of the State of Florida so that in the event Tenant is in default hereunder Landlord shall have and may enforce a security interest on all such property of Tenant, in addition to and cumulative of Landlord's liens and rights provided by law or by the other terms of this Lease.

Section 11.10 LIENS. Tenant shall discharge any lien filed against the Building or any part thereof for work done or materials furnished at Tenant's request with respect to the Leased Premises within ten (10) days after such lien is filed, failing which Landlord may, in addition to any other remedies under this Lease, remove such lien. Tenant shall pay Landlord, as Additional Rent, the amount of the lien discharged plus all costs and expenses, including, without limitation, attorneys' fees and court costs, incurred by Landlord in discharging such lien. Pursuant to the provisions of Section 713.10, Florida Statutes, notice is hereby given that under no circumstances shall the interest of Landlord in the Leased Premises or Building be subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligations of Tenant and all such parties must look exclusively to Tenant to obtain payment for same. Tenant shall deliver written notice of the foregoing provisions to all persons performing work in the Leased Premises. Additionally, if requested by Landlord, Tenant shall promptly execute and deliver to Landlord a notice of non-responsibility, in a form provided by Landlord. Tenant will not permit or suffer any lien to attach to the Leased Premises or the Building, or the interest of Landlord, and nothing contained herein shall be deemed to imply any agreement of Landlord to subject Landlord's interest or estate to any lien. Tenant covenants and agrees to save and hold harmless Landlord from and against any such lien or claim of lien. In the event that any lien is filed against the Leased Premises or the Building, or the interest of Landlord as a result of additions, alterations, repairs, installations, or improvements made by or claimed to have been made by Tenant or anyone holding any part of the Leased Premises through or under Tenant, or any other work, act, or failure to act of any of the foregoing; Tenant shall fully pay or discharge the same within ten (10) days from the filing thereof. If Tenant fails to discharge any such lien by payment, bond (with surety satisfactory to Landlord), or court order, Landlord, at its option, in addition to all other rights and remedies provided in this Lease, may bond said lien or claim (or pay off said lien or claim if it cannot with reasonable effort be bonded) without inquiring into the validity thereof, for the account of Tenant, and all expenses incurred by Landlord in so discharging said lien (including the cost of any bond and any costs paid to the bonding agency, plus any interest imputed during the time in which the bond is in force) shall be paid by Tenant to Landlord as Additional Rent on five (5) days' demand.

Section 11.11 LATE CHARGE. If any payment of Rent is not paid within five days after such amount is due, then in addition to the payment then due, Tenant shall immediately pay to Landlord, as Additional Rent, a late charge equal to the greater of One Hundred Dollars ($100.00) or five percent (5%) of all sums past due. In addition, for every thirty (30) day period thereafter that any payment remains past due, interest equal to the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted by law shall accrue on a monthly basis until such delinquent amount is paid in full. If any

check, bank draft, ACH or negotiable instrument given to Landlord for any payment under this Lease shall be dishonored, Tenant shall pay an administrative charge to Landlord of fifty Dollars ($50.00). Acceptance of any of the foregoing charges will not constitute a waiver of Tenant's default and shall not prevent Landlord from exercising any other rights or remedies in the Lease.

Section 11.12 CONSENT. With respect to any provisions of this Lease which either provides or is held to provide that Landlord shall not unreasonably withhold or delay consent or approval unless otherwise provided herein to the contrary, Tenant shall not be entitled to make any claim for, and Tenant hereby expressly waives any claim for damages incurred by Tenant by reason of Landlord's failure to comply therewith; Tenant's sole remedy therefor shall be an action for specific performance.

Section 11.13 WAIVER OF RIGHT OF REDEMPTION. Tenant hereby expressly waives any and all rights of redemption conferred by statute or otherwise.

Section 11.14 NOTICES. Any notice or other communication which may be or is required to be given by either party to the other hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or delivered by a nationally recognized overnight courier (such as Federal Express or UPS). Any notice or communication under this Lease shall be sent to the addresses set forth in Section 1.1(k) and shall be deemed to have been given on the date it is mailed with sufficient postage prepaid or the date it is given to the courier, and shall be valid and binding regardless of whether such notice is returned undeliverable or the receipt of such notice is otherwise unacknowledged.

Section 11.15 RECORDING. Neither this Lease nor any memorandum of this Lease shall be recorded in the public records.

Section 11.16 ENTIRE AND BINDING AGREEMENT. This Lease contains the entire agreement between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as otherwise expressly provided in this Lease. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

Section 11.17 PROVISIONS SEVERAL. If any term or provisions of this Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 11.18 CAPTIONS/TIME. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Lease or construed as in any manner limiting or exemplifying the terms and provisions of this Lease to which they relate. Time is of the essence.

Section 11.19 RADON GAS. Florida Statutes 404.056(8) RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

Section 11.20 NO OPTION/EXECUTION. The submission by Landlord to Tenant of this Lease shall be deemed solely for examination purposes only and not for acceptance. Such submission shall have no binding effect and shall not create any rights or impose any obligations upon either party. The execution of this Lease by Tenant shall be irrevocable. This Lease shall have no binding force and effect unless and until Tenant and Landlord have executed this Lease and a duplicate executed original shall have been delivered by Landlord to Tenant.

Section 11.21 BROKER. Tenant represents and warrants to Landlord that it has not dealt with any broker, finder or other person entitled to compensation in connection with this Lease (other than the Broker identified in Section 1.1(l) and there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease. Tenant agrees to indemnify, defend and save Landlord harmless from all liabilities and claims (including legal fees) arising from a breach of the foregoing. The foregoing indemnity shall survive the termination of this Lease.

Section 11.22 INTENTIONALLY OMITTED

Section 11.23 WAIVER OF TRIAL BY JURY. Landlord and Tenant mutually agree that they waive TRIAL BY JURY in any action, proceeding or counterclaim brought by either party against the other as to any matters arising out of or in any way connected with this Lease.

Section 11.24 ACCESS. Landlord shall have the right (but not the obligation) to enter the Leased Premises at all times upon reasonable prior notice (except in the event of an emergency in which case no notice shall be required) to make any repairs and alterations or to inspect or to show the Leased Premises to prospective purchasers or mortgagees. Commencing six (6) months prior to expiration of the Term, Landlord may show the Leased Premises to prospective tenants.

Section 11.25 ATTORNEYS' FEES. If either party brings an action to enforce the terms of this Lease or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to recover all reasonable costs and expenses (including without limitation court costs and reasonable attorneys' fees) incurred by such party from the non-prevailing party.

Section 11.26 COUNTERPARTS. This Lease may be executed in counterparts, each of which shall be an original, and all of which shall constitute one instrument.

Section 11.27 RIDER. If any provision contained in a Rider to this Lease is inconsistent with any other provisions herein, the provision contained in the Rider shall control unless otherwise provided in the Rider.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

Landlord

LAST MILE BOYNTON BH, LLC
a Florida limited liability company

DocuSigned by:
C9B2F4F6C080449...
By: Shai Moschowits

PEQ BOYNTON TM, LLC
a Florida limited liability company

DocuSigned by:
C9B2F4F6C080449...
By: Shai Moschowits

Tenant

Logo Legend LLC,
a A Florida Limited Liability Company

DocuSigned by:
By: 9197AA2B69FF477...
Name: Rodina Paraison

Its: Owner

The undersigned, Rodina Paraison, hereby joins in the execution of the Lease to personally guaranty all of the terms and obligations of the Tenant.

DocuSigned by:
9197AA2B69FF477...
Printed Name: Rodina Paraison

Address 10120 Boynton Place Cir

Boynton Beach, Fl 33437

SSN: 772-94-8434

Docusign Envelope ID: 18C35AD4-B1D0-4533-A132-3195831CBCCA

LEGAL DESCRIPTION:

THE WEST 194.66 FEET OF THE SOUTH 115.0 FEET OF THE WEST 329.9 FEET OF TRACT "B", ACCORDING TO THE PLAT OF BOYNTON INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, RECORED IN PLAT BOOK 25, PAGE 232, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE WEST 50 FEET THEREOF.

Docusign Envelope ID: 18C35AD4-B1D0-4533-A132-3195831CBCCA

Exhibit B

Rules & Regulations

1) Parking spaces are for the use of Tenants and their guests/customers. No Tenant shall take over more parking spaces than is allocated in front of their space.
2) Tenants must place a clear sign in the windows of cars to delineate which car belongs to whom.
3) Tenant shall keep and maintain the Leased Premises in a clean and sanitary condition satisfactory to Landlord. Tenant shall also remove any garbage and refuse generated by Tenant or by the use of the Premises from all areas outside of the Leased Premises, including any common areas and loading areas. All garbage and refuse shall be kept inside the Leased Premises in the type of container specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall use any trash container that Landlord may elect to provide for the general use of Tenant or other tenants in a designated area of the property.
4) Tenant shall pay before delinquency all license fees, permit fees and any other charges of a similar nature required in order to lawfully conduct business in the Leased Premises.
5) Tenant shall not use or occupy the Leased Premises or do or permit anything to be done thereon in any manner which shall prevent Landlord and/or Tenant from obtaining at standard rates any insurance required or desired, invalidate or increase the cost to Landlord of any existing insurance, or which may cause structural injury to any building, constitute a public or private nuisance or violate any present or future laws, regulations, ordinances or requirements (ordinary or extraordinary foreseen or unforeseen) of any governmental public or quasi-public authorities now existing or hereafter created having jurisdiction in the Leased Premises or the property. Any increase in the cost of Landlord's insurance resulting from the type of merchandise held by Tenant in the Leased Premises or resulting from Tenant's use of the Leased Premises (notwithstanding that such use may be a Permitted Use or that such use may have been consented to by Landlord) shall be paid by Tenant.
6) Tenant shall not communicate the common area bathroom lock code to outsiders.
7) No dumping of trash outside of dumpsters and city receptacles.
8) No Overnight parking shall be permitted at any time. Tenant and guest cars shall be permitted during business hours only.
9) No oversized vehicles may be parked in the common areas or on adjacent city grounds (i.e. Box Truck, Semi Tractor Trailer, etc).
10) Non-operational, crashed, expired tags, or vehicles with no tags are prohibited from being left or parked outside
11) Landlord may terminate this lease at its sole discretion if tenant becomes a nuisance, as an example the over usage of parking or disallowed vehicles

Docusign Envelope ID: 18C35AD4-B1D0-4533-A132-3195831CBCCA

Exhibit C

Prohibited Uses & Exclusives

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

CONSENT AGENDA

AGENDA ITEM 11.G

SUBJECT:
Approval of the Second One (1) Year Extension of Contract with Vincent and Sons Landscaping, Inc. for Lawn Maintenance of CRA Owned Properties

SUMMARY:
On June 8, 2021, the CRA Board awarded Vincent and Sons Landscaping, Inc. a four (4) year contract with an option to renew for three (3) additional one-year terms to perform the landscape maintenance on CRA improved properties and vacant lots (see Attachment I). The contract is up for its second one-year renewal on June 30, 2026 (see Attachment II). The renewal will remain under the same terms of the original contract. The Second Amendment to Renew Standard Form of Agreement Between Owner and Contractor is provided as Attachment III.

Over the past five years, there have been a total of 41 owner generated change orders to the original contract. The change orders allow for the addition/deletion of CRA properties as they are purchased/sold (see Attachment IV). The fiscal impact provided below is for all properties to date, that are on the maintenance schedule.

Vincent and Sons Landscaping, Inc. has been responsive and has exceeded the CRA's expectations. CRA staff would therefore recommend approval of their contract renewal for another year.

FISCAL IMPACT:
FY 2025-2026 Budget, General Fund, Line Item 01-51620-209 - $67,782.00 ($51,576.00 for monthly maintenance; $10,269 for quarterly special maintenance and $5,937.00 for contingency)

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
Approve the Second Amendment to Renew the Standard Form of Agreement between the CRA and Vincent and Sons Landscaping, Inc. for a one-year period.

ATTACHMENTS:

Description
• Attachment I - 06.08.21 CRA Board Meeting Minutes
• Attachment II - Fully Executed Contract for Lawn Maintenance Services 2021

- Attachment IV - Lawn Maintenance CO's 2021-2026

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

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT ("Contract") made by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (hereinafter called "Owner"), and Vincent and Sons Landscaping, Inc., a Florida Corporation, with a business address of 4420 Mango Boulevard, West Palm Beach, FL 33411-9117, (hereinafter called "Contractor"). Collectively, Owner and Contractor may be referred to as the Parties, and individually as Party.

W I T N E S E T H:

In consideration of the mutual covenants, promises, and consideration hereinafter set forth, the sufficiency of which both Parties hereby acknowledge, Owner and Contractor agree as follows:

Article 1. Work.

1.1 The Contractor will perform work as shown in the "Scope of Work", which is attached to this Contract as Exhibit "A", and incorporated herein by reference.

1.2 Contractor shall perform the Scope of Work (also referred to as "Work") as identified in Exhibit "A" attached hereto and made a part hereof, for four (4) years, commencing on July 1, 2021 and ending on June 30, 2025. This Contract may be renewed for three (3) additional one-year term upon the execution of a written amendment to this Contract by both parties.

1.3 Contractor shall provide a monthly maintenance schedule in a format acceptable to Owner for the Scope of Work identified in Exhibit "A." The maintenance schedule shall be updated by Contractor throughout the term of the Contract.

1.4 Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required for the Work or in the performance of this Contract, except as otherwise specifically provided for herein, and all work performed under this Contract shall be done in a professional manner.

1.5 Contractor hereby represents to Owner, with full knowledge that Owner is relying upon these representations when entering into this Contract with Contractor, that Contractor has the expertise, experience, equipment, capability, and manpower to perform the Work. All of the Work shall be performed by the Contractor, or under Contractor's supervision, and all personnel engaged in performing the Work shall be fully qualified, competent, and, if required, licensed or permitted under state and local law to perform such work.

1.6 Contractor hereby represents to Owner that Contractor is properly licensed by the applicable federal, state, and local agencies to provide the Work under this Contract. Furthermore, Contractor agrees to maintain such licenses as may be necessary to perform the scope of work during the term of this Contract. If Contractor's license is revoked, suspended, or terminated for any reason by any governmental agency, Contractor shall notify the Owner immediately.

1.7 Contractor hereby agrees to conduct all Work and services under this Contract in accordance with all the applicable federal, state, City of Boynton Beach, Owner, Palm Beach County, and local laws, rules, ordinances, or regulations. A violation of any federal, state, City of Boynton Beach, Owner, Palm Beach County, or local law, rule, ordinance, or regulation may be considered a breach of this Contract, allowing the Owner to terminate this Contract.

Article 2. Owner's Representative.

2.1 The Owner's Representative for this Contract shall be the BBCRA's Assistant Director, or designee.

2.2 The Owner's Representative shall have general supervision and direction of the work. He/She has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He/She shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work

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2.3 The Owner's Representative shall, upon presentation to him/her, make prompt decision in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract.

Article 3. Change in Scope of Work.

3.1 The Owner, without invalidating the Contract, may order additions to or deduction from the work in which event, the monthly invoice will be adjusted accordingly. If actual services to be provided differ from the Scope of Work provided for in the attached "Scope of Work," the Owner will pay the Contractor based on an agreed upon price. Any claim for extension of time must be identified and adjusted at the time of ordering such change. Any changes in the Scope of Work and/or the Total Contract Price shall be through the execution of a Change Order signed by both parties. No individual change order shall exceed $10,000 without BBCRA Board approval.

Article 4. Subcontractors.

4.1 The Contractor shall, as soon as possible after the signing of the Contract, notify the Owner's Representative in writing of the names of all proposed Subcontractors for the work, said Subcontractors to be subject to the approval of the Owner's Representative. Future addition or replacement of Subcontractors may be allowed subject to approval of the Owner's Representative.

4.2 The Contractor agrees that he is as fully responsible to the Owner for the acts and omission of his Subcontractors and of persons either directly or indirectly employed by them, as he/she/it is for the acts and omissions of persons directly employed by them.

4.3 Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Owner.

Article 5. General Conditions

5.1 The Contractor shall protect all materials and workers against injury from any cause and shall provide and maintain all necessary guards for the protection of the public. He shall be held responsible for his negligence in the prosecution of the Work.

5.2 Upon completion, all debris and waste materials resulting from operations shall be removed from the project and disposed of legally by the Contractor.

5.3 This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Contract and not the Owner's employee. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to Work or services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with Owner or State policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the Owner, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the Owner and the Owner will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Article 6. Compensation; Form of Payment.

6.1 Contractor will submit an invoice every month in the amount of $2,384.00 for Work completed the previous month. Owner will pay Contractor within 30 days of receipt of Contractor's invoice and in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. The amount of the invoice and payment shall not change, unless another amount is agreed to in writing by both parties, or unless the amount is changed pursuant to another provision of this Contract. Reasons for change in invoicing and payment include, but are not limited to, changes in scope of work, claims for extra cost, default or breach of Contractor, and incomplete or incompetent work. All Payments shall be in the form of an Owner's check made payable to the Contractor. No payment made under this Contract shall be conclusive evidence of the performance of this Contract 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 Work.

Article 7. Claims for Extra Cost.

7.1 If the Contractor claims that any instructions issued after the date of the Contract involves extra cost under the Contract, he shall give the Owner's Representative written notice thereof within two (2) days after the receipt of such instructions, and in any event before proceeding to execute the requested work. In cases of an emergency endangering life or property, the procedure shall then be as provided for in Article 3 Changes in the Scope of Work. No such claim for additional work shall be valid unless made in conformance with this Contract.

7.2 Extra work not included in Article 1 of this Contract, but authorized after the date of the Contract that cannot be classified as within the scope of work may be done at mutually agreed price, or on a lump sum basis.

Article 8. Insurance Coverage.

The Contractor shall obtain all insurance required by the Owner and provide proof thereof prior to performing the work, and include in such proof the Certificate of Insurance. The Owner shall be named as an additional insured on the Contractor's policies (including products) with respect to liability arising out of work performed by the Contractor or acts or omission of the Contractor in connection with the work or this Contract. A waiver of subrogation shall be provided for all policies. All Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of this Contract or the work performed as a result of this Contract. The following information must be included in the Certificate of Insurance for the additional insured:

Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

8.1 Worker's Compensation Insurance to apply to all of the Contractor's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

In addition, the policy must include Employer's Liability with limits of $100,000 per person, $500,000 per occurrence and $100,000 per each disease.

8.2 Comprehensive General Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and $1,000,000 minimum Property Damage Liability. Additionally, coverage shall also include $1,000,000 aggregate on products and completed operations; $2,000,000 general aggregate.

Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06, as Filed by the Insurance Services Office and must include:

a. Premises and/or Operations
b. Independent Contractors
c. XCU Coverages.
d. Broad form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
e. Personal Injury Coverage with employee and contractual exclusions removed.
f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Boynton Beach Community Redevelopment Agency with thirty (30) days written notice of cancellation and/or restriction.

8.3 Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance service Office and must include:

a. Minimum Limits of $300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
b. Owned Vehicles.
c. Hired and Non-Owned Vehicles.
d. Employee Non-Ownership.
e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Boynton Beach Community Redevelopment Agency with thirty (30) days written notice of cancellation and/or restriction.

Article 9. Indemnification; Waiver.

9.1 The Contractor shall indemnify, save, and hold harmless the Owner and all Owner agents, officers, and employees from any liability, claim, demand, suit, loss, cost, expense or damage (including attorneys' fees, such as attorneys' fees at the trial and appellate levels) which may be asserted, claimed, or recovered against or from the Owner, 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 or the faulty equipment (including equipment installation and removal) of the Contractor. Nothing in this Contract shall be deemed to affect the rights, privileges, and sovereign immunities of the Owner as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require Contractor to indemnify the Owner for its own negligence, or intentional acts of the Owner or the Owner's officers, 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.

9.2 Owner shall not be responsible for any property damages or personal injury sustained by the Contractor from any cause whatsoever related to the Work or this Contract, whether such damage or injury occurs before, during, or after the Work or termination of this Contract. The Contractor hereby forever waives, discharges, and releases the Owner, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Contractor.

Article 10. The Owner's Right to Terminate Contract.

10.1 Contractor's failure to perform or comply with the provisions set forth in this Contract shall constitute a default and breach of this Contract. Examples of failure to perform include but are not limited to: failure to complete Work by a deadline (except in cases for which extensions of time are provided); failure to supply enough properly skilled workman or proper materials to completely perform the Work; failure to make prompt payments to Subcontractors or for materials or labor; violating or disregarding laws, ordinances, or the instructions of the Owner's Representative; and otherwise failing to completely or competently perform the Work. If a default or breach should occur, Owner's Representative may, without prejudice to any other right or remedy, terminate this Contract by providing seven days' written notice to Contractor that sufficient cause exists to justify terminating this Contract, and require that Contractor stop all work. In such cases the Contractor shall not be entitled to receive any further payment.

10.2 Owner may terminate this Contract if the Contractor should be adjudged bankrupt, if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency.

10.3 Notwithstanding the other provisions in this Contract, the Owner reserves the right to terminate the Contract at any time upon providing thirty (30) days written notice to the Contractor.

10.4 If Contractor fails to adequately perform the Work, Owner may, but is not obligated to, substitute another contractor for Contractor to perform the Work as required by this Contract.

Article 11. Contractor's Right to Stop Work or Terminate Contract.

11.1 If the work should be stopped under an order of any court, or other public authority for a period of three months, through an act or fault of the Contractor or of anyone employed by him, or if the Owner fails to make a payment within thirty days after it is due, then the Contractor may, upon seven days' written notice to the Owner and the Owner's Representative, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials.

Article 12. Miscellaneous

12.1 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract.

12.2 Public Records. The Owner is a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:

a. Keep and maintain public records required by the Owner to perform as described in this Contract.
b. Upon request from the Owner's custodian of public records, provide the Owner 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 records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the Owner.
d. Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of Contractor or keep and maintain public records required by the Owner to perform the service. If Contractor transfers all public records to the Owner upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 737-3256; 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435; or SimonM@bbfl.us

The Contractor also understands that Owner may disclose any document in connection with performance of the Work or this Contract, so long as the document is not exempt or confidential and exempt from public records requirements.

12.3 Legal Representation; Jointly Drafted. The Parties declare that the terms of this Contract have been read and are fully understood. The Parties understand that this is a binding legal document, and it is further acknowledged that each Party has been advised to seek legal representation concerning the matters herein and had the opportunity to be represented by counsel in the preparation of this Contract. Accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein. This Contract 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.

12.4 Records. Contractor shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Owner and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Contract. Incomplete or incorrect entries in such books and records will be grounds for disallowance by Owner of any fees or expenses based upon such entries.

12.5 Assignments; Amendments. Contractor shall not assign, transfer or otherwise encumber, under any circumstances, this Contract or any interests herein without the prior written consent of Owner. For purposes of this Contract, any change of ownership of Contractor shall constitute an assignment which requires Owner approval; otherwise, Owner may, at its option, terminate this Contract with no further liability. However, this Contract shall run to the Owner and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by all parties to this Contract.

12.6 No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the Owner shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the Owner designate the following as the respective places for giving of notice:

Owner: Michael Simon, Executive Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
Telephone Number (561) 600-9091
Facsimile Number (561) 737-3258

Copy To: Lewis Longman & Walker, P.A.
Tara Duhy, Esq.
360 Rosemary Avenue
Suite 1100
West Palm Beach, Florida 33401
Telephone Number (561) 640-0820

Contractor: Vincent and Sons Landscaping, Inc.
David G. Vincent, President
P.O. Box 20605
West Palm Beach, FL 33416
Phone: 561-888-1340
Facsimile Number: N/A

12.8 Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power and has been duly authorized to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

12.9 Exhibits. Each Exhibit referred to in this Contract forms an essential part of this Contract. The exhibits if not physically attached should be treated as part of this Contract and are incorporated herein by reference. In the event of a conflict between the portion of this Contract above the signatures and an exhibit, the terms of the portion of the Contract above the signatures shall prevail. Contractor agrees to be bound by all terms and conditions found in the Invitation to Bid to Perform Landscape Maintenance Services on Properties Owned by the Boynton Beach Community Redevelopment Agency issued March 29, 2021 ("ITB") which is hereby incorporated herein. In the event of a conflict between the ITB and any other provision of this Contract, the other provisions of this Contract shall control.

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

12.11 Governing Law; Venue. This Contract 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 for conflict of law principles. Venue and jurisdiction for all purposes shall be in in Palm Beach County, Florida, to which the Parties expressly agree and submit.

12.12 Extent of Contract. This Contract represents the entire and integrated Contract between the Owner and the Contractor concerning the subject matter herein and supersedes all prior and contemporaneous negotiations, representations, understandings, or agreements, of any kind or nature, either written or oral.

12.13 Waiver. Failure of the Owner to insist upon strict performance of any provision or condition of this Contract, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect. Owner may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Contract, but such waiver shall be deemed effective only if the waiver is in writing executed by all Parties.

12.14 Attorney's Fees. In the event that either party brings suit for enforcement of this Contract, the prevailing party shall be entitled to attorney's fees and court costs, including those at both the trial and appellate levels, in addition to any other remedy afforded by law.

12.15 Protection of Property. At all times during the performance of this Contract, the Contractor shall protect the Owner's property from all damage whatsoever related to the work being carried on under this Contract.

12.16 Counterparts and Transmission. To facilitate execution, this Contract 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.

12.17 No Discrimination. The Contractor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Contract.

12.18 Survival. The provisions of this Contract regarding indemnification, waiver, insurance, records, public records, binding authority, shall survive the expiration or termination of this Contract and remain in full force and effect.

12.19 Effective Date and termination. This Contract will become effective at the date and time that the last party signs this Contract. Unless earlier terminated pursuant to this Contract, this Contract will automatically terminate after receipt of Contractor's last invoice (which shall be dated no later than July

5, 2025) and payment by the Owner, or on July 15, 2025. Nothing in this paragraph shall be construed so as to affect the Owner's right to cancel or postpone the Work pursuant to this Contract.

12.20 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 BBCRA 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 Contract, the BBCRA may terminate the Contract.

12.21 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 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 apply to this Contract. Notwithstanding any other provisions in this Agreement, if the BBCRA 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 BBCRA shall terminate the contract. If the BBCRA 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 BBCRA 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 BBCRA as a result of the termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year written below.

OWNER:
Boynton Beach Community Redevelopment Agency

_____
Steven B. Grant, Chairman
Date: 6/30/21

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30 day of June, 2021 by Steven B. Grant, as Chairman of the Boynton Beach Community Redevelopment Agency, who is personally known to me.

_____
NOTARY PUBLIC
My Commission Expires:

THERESA UTTERBACK
Notary Public – State of Florida
Commission # GG 182874
My Comm. Expires Feb 5, 2022
Bonded through National Notary Assn.

CONTRACTOR:
Vincent and Sons Landscaping, Inc.

By: [signature]
Print Name: David Vincent
Title: Pres.
Date: 6-29-21

STATE OF FLORIDA)
)
COUNTY OF Palm Beach)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared David Vincent, as Vincent and Sons Landscaping, Inc authorized to do business in the State of Florida, and acknowledged executed the foregoing Contract as the proper official of Vincent and Sons Landscaping, Inc, for the use and purposes mentioned in it and that the instrument is the act and deed of that company. He/She is personally known to me or has produced DL# V525167742850 as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 29 day of June, 2021.

[signature]
NOTARY PUBLIC

My Commission Expires:

Andrea Vincent
Comm.: HH 123632
My Commission Expires:
April 28, 2025

01467267-1

11

ATTACHMENT "A"
SCOPE OF WORK - CATEGORY ONE:
Improved Properties

NOTE: The ITB divides the scope of work into two (2) categories to accommodate various types of properties owned by the BBCRA. Bidders may submit a bid for one or both categories of work.

Properties in this category consist of the following:

1. **Boynton Harbor Marina**
2. **211 E. Ocean Avenue**
3. **Public Parking Lot – 115 N. Federal Highway**
4. **2 Public Parking Lots – NE 4th Street & NE 1st Avenue**
5. **401-411 E. Boynton Beach Blvd.**

These properties may also be referred to as the Landscape Maintenance Service Area.

SPECIFICATIONS

A. **Basic Maintenance** shall be done as shown below and includes Litter Control, Mowing, Line Trimming/Edging, Blowing, Weed Control and Irrigation Checks.

- **Boynton Harbor Marina – three (3) times per month**
- **211 E. Ocean Avenue – two (2) times per month**
- **Public Parking Lot – 115 N. Federal Highway – two (2) times per month**
- **2 Public Parking Lots – NE 4th Street & NE 1st Avenue – two (2) times per month**
- **401-411 E. Boynton Beach Blvd. – two (2) times per month**

1. Litter Control – Shall mean the collection and proper disposal, at the Contractor's expense (and not in any BBCRA container without prior approval) any debris such as paper, cans, bottles, fallen or hanging limbs, rocks, etc. that are not intended to be present as part of the landscape, and the emptying of all trash barrels on the site. Litter Control will be completed throughout the entire Landscape Maintenance Service Area including streets/parking areas, sidewalks, pathways, curbs, etc.

a. Litter Control must be completed prior to any trimming/edging, mowing, or blowing to eliminate shredding of materials throughout the landscaping and to prevent any possible safety concerns.
b. All litter is to be containerized and properly disposed of.

2. Mowing – Shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any "missed" uncut grass.

a. All mowers are to be mulching mowers with closed chutes to minimize the spreading of clippings, must be adjustable to allow for the proper mowing height (Common Heights: Bermuda 0.5"-1.5" / Floratam St. Augustine 3.5"-4" / Bahia 3"-4" / Zoysia 1.5"-2.5"); actual height to be determined by the condition of the grass and the field usage. Mowers shall have blades sharp enough to cut rather than tear grass blades.

b. Mowing shall be done carefully in order to avoid "girdling" trees or shrubs, intruding into ground cover beds, damaging sodded berms, or causing damage to sprinkler heads, valves, time clocks, curbs, or other facilities as the Contractor will be responsible for restoring all damage.
c. Mowing shall not be done when weather or conditions will result in damaged turf or rutting; re-scheduling or vacating the schedule for that week must be coordinated with the BBCRA.

3. Line Trimming/Edging – Grass shall be trimmed/edged during or immediately after mowing. Trimming/Edging will be accomplished by line trimmer, mechanical edger, or by hand. Trimming/Edging must remove grass around all obstacles in the turf such as posts, trees, wall, signs, sprinkler equipment, sidewalks, pavers, etc. and shall provide clean turf edges around all planting beds. Trimming/Edging shall be done carefully in order to avoid damaging sprinkler equipment, walkways, plantings, or other facilities as the Contractor will be responsible for restoring all damage. NOTE: Trimming/Edging will be 1.5 feet away from all trees, palms, and exposed roots.

a. **Blowing** – Grass clippings and debris caused by mowing and trimming/edging shall be immediately blown off from all hard surfaces after mowing and line trimming/edging. Grass clippings and debris shall be removed as to not allow it to drift into roadways, storm drains, ponds/lakes or adjacent properties.

b. **Weed Control** - Contractor responsible for keeping all areas weed-free at all times.
   i. Weeds are to be completely removed from all turf, shrub, ground cover, flowerbeds, tree rings, and paver block areas during the contract period. Properties that are part of the Landscape Maintenance Service Area shall remain weed-free at all times using manual or chemical methods.
   ii. Weeds growing from curb joints or other concrete areas shall be chemically treated and removed after the herbicide has penetrated to the roots if they are large enough to be a visual eyesore.
   iii. There shall be no run-off of chemicals into adjacent roadways, gutters, planting areas or other hard surfaces.
   iv. Contractor may use contact herbicides for spot killing of weeds.
   v. Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations. Weeds are to be manually or mechanically removed from ground cover each mowing cycle.

c. **Irrigation Checks –** Irrigation systems will be checked upon each mowing operation to ensure no damage to heads or valves. Any leads or valves damaged by Contractor in the act of mowing will be replaced by Contractor at his/her/its cost.

B. Pruning and Hedge/Shrub/Flowering Plant Maintenance – All hedges, shrubs, and landscaped areas will be trimmed once a month in accordance with professional horticulture and ornamental practices. Care shall be taken not to remove too much of the flowering surface branches when pruning. Pruning shall also include the removal of all dead and diseased wood which in not beneficial to the specific type of plant material. Pruning shall be accomplished with clean, sharp tools including a pole saw for any tree hangers that can be reached from ground level, in accordance with standard horticultural practices, to preserve the natural character of the plant.

Tools that cut, rip, or tear plants will not be allowed. All pruning cuts shall be done without leaving stub cuts, flush cuts, rips/tears, or straight cuts while removing all dead, dying, and/or diseased plant material. Branches protruding over walkways, into facilities such as fencing, buildings, etc., or obscuring walkways (10' clearance) or roadway right-of-ways (14' clearance). All plant material removed during the pruning process shall be containerized and disposed of properly.

C. **Palm Trimming** - All palms will be trimmed once a month. All dead or dying fronds will be removed at this time. Lower palm branches (up to 10') will be trimmed to maintain clearance for pedestrian and vehicular traffic. Any palm exceeding a height of 16' or higher will be excluded, but can be trimmed at an additional charge upon authorization by the BBCRA.

D. **Trees** - Trees are to be pruned once a month to control suckers or water sprouts and throughout the first year following installation, to establish proper structure; thereafter only corrective pruning as needed, for damaged, dead, crossing branches; obstruction; or aesthetics is needed. Trees must be trimmed to provide clearance of no less than eight (8) feet at all times.

E. **Irrigation Wet Check** - Inspections and adjustments shall be done once a month wherein the entire irrigation system starting with the meter to the backflow to all the clocks, lines, and zones with their valves, heads, sensors, etc. to ensure that grounds and plantings are receiving adequate amounts of water while avoiding water loss.

F. **Irrigation Repairs** – All needed repairs are to be documented, marked, and forwarded to the BBCRA immediately, and the damaged system is to be secured in the "off" position in order to limit the amount of water lost. An itemized estimate must be submitted and approved by the BBCRA prior to any repair work as the BBCRA reserves the right to complete repairs with in-house staff and/or to purchase the materials.

G. **Mulching** – Two inches of shredded mulch (not red mulch) shall be added to planting beds four (4) times a year in March, June, September and December. A granular pre-emergent herbicide shall be applied to all shrub beds PRIOR to the application of mulch. Beds will be clean of weeds when new mulch is applied.

H. **Plant/Tree Installation** - An itemized estimate must be submitted and approved by the BBCRA prior to any plant/tree installation as the BBCRA reserves the right to purchase the materials. All plants and/or trees must be visibly inspected and approved by the BBCRA prior to installation. See the Proposal Summary Sheets for Additional Services to submit hourly labor rates for installation. Additional maintenance cost will be addressed in accordance to **Attachment "O," Standard Form of Agreement Between Owner and Contractor.**

I. **Fertilization** - All turf areas will be fertilized four (4) times annually using only commercial custom blended fertilizer which is designed for S. Florida turf needs. One of the turf fertilization applications will be a weed and feed that will be applied in the spring season. Fertilizer used will be a top grade 16-4-8 or season equivalent. Palms, hedges and ornamentals will be fertilized three times per year with a granular 13-3-13 or equivalent. All granular applications will be broadcast at the manufacturers recommended rates.

J. **Pest Control** – An Integrated Pest Management (IPM) Pest Control Program will be designed and applied four (4) times annually for the detection and treatment of any insects, fungus and diseases that may occur in both the turf and on all ornamentals in all common ground areas. A supervisor

with a commercial landscape pesticide certification will inspect and treat problems quarterly as detected in both the turf and all landscape materials throughout the site. Areas treated and problems corrected will be indicated in written activity reports. See below for specifications regarding pest control applications:

1. **Pest Control Specifications – Turf:** All turf areas will be inspected and treated quarterly for turf- damaging insects and disease. Turf showing damage will be treated at time of inspection. Turf insects and diseases to be treated include Chinch Bugs, Sod Webworms, Army Worms, Fire Ants, Brown Patch & Leaf Spot Fungus. In addition, broadleaf weed control and ant baiting applications will be completed twice annually.
    a. **Pest Control Specifications – Ornamentals:** All Ornamentals will be inspected every month for plant damaging insects and disease. Ornamentals showing damage will be treated at the time of inspection. Ornamental insects and diseases to be treated include Scale, Mealy Bugs, Aphids, Caterpillars and Leaf Spot Fungus.
    b. **Pest Control Exclusions:** The control of Fig & Spiraling White Fly, Millipedes, Fleas, Ticks and Nematodes are not included in this program. Grub control would be at an additional cost. Any Treatment of Ants, other than Fire Ants, is not included in the program. Ants in pavers are also not included. Structural Pest Control including Wasps, Mud Daubers, etc. are not included. Any Palm tree disease would be an additional cost. No potted plants included.

K. **Damages** - Damage to landscape material due to any cause shall be immediately corrected by Contractor. This includes up righting and staking any fallen or leaning trees and palms; removal of dead or damaged material; and minor grading and replacement of sod displaced by vehicles. Any pits left from tree removal shall be filled with good soil and sod to match existing grade. (Contractor must contact BBCRA within 24 hours of such repairs).

L. **General** - Contractor shall be capable of being contacted through their office and/or cellular phone numbers during the hours of 7:00 a.m. – 5:00 p.m., Monday through Sunday. A contact must be available during regular work hours, after-hours, weekends and holidays. All phone calls from BBCRA employees should be returned within four (4) hours. Contractor shall provide a working fax number and email address for use during business hours. Based on the aforementioned, Bidder must submit with his/her/its bid the name, address, fax number, office phone number, cellular number(s) and email addresses of all persons to be contacted for coordination of service.

Other than emergency maintenance, no maintenance shall be performed on weekends or during holidays unless requested in writing and approved by the BBCRA. Work shall be performed between the hours of 8:00 a.m. and 5:00 p.m.

Special attention will be given to specified areas prior to national holidays & special events to ensure that the site is at its best during these times. Contractor will check area two days prior to holiday and special events and verify that maintenance has been properly performed.

M. **Additional Work – These prices will not be added in the contract bid but used on an "as needed" basis.**

1. **Sod Replacement:** Contractor will supply sod replacement to the BBCRA on an "as needed" basis. Sod will be priced per sq. ft. of removal, grade and install.
2. **Plant and Tree Installation:** Contractor will supply labor for installation of shrubs and trees

as needed. Labor will be priced at an hourly rate per person.

3. Additional Fertilizing: Contractor will supply labor for additional fertilizing if needed. Labor will be priced on an hourly basis per person required.

4. Additional Pest Control: Price per 50 gallons of insecticide or 50 pounds of granular insecticide per as needed application.

5. Additional Litter Removal: Contractor will supply labor for additional litter removal if needed. Labor will be priced at an hourly rate per person.

BID PRICE PROPOSAL BREAKDOWN

SCOPE OF WORK - CATEGORY ONE: Improved Properties

Monthly Amount Per Service

Map #	Location/Address	PCN#	2 Times per Month Basic Maintenance Litter Control, Mowing, Line Trimming/Edging, Blowing and Weed Control, Irrigation	Once a Month Pruning and Hedge/Shrub/ Flowering Plant Maintenance	Once a Month Palm Trimming	Once a Month Trees	TOTAL
BOYNTON HARBOR MARINA							
C01	110 NE 6th Street - Marina Entry Tower & 725 Casa Loma Blvd. - Open Space, Median & Harbor	08-43-45-27-03-000-0132 & 08-43-45-27-03-000-0000 & 08-43-45-27-03-000-0071 & 08-43-45-27-03-000-0041	$ 200.00	$ 125.00	$ 45.00	$ 50.00	$ 420.00
211 E. OCEAN AVENUE							
C02	211 E. Ocean Avenue	08-43-45-28-03-004-0130	$ 130.00	$ 20.00	$ 5.00	$ 5.00	$ 210.00
PUBLIC PARKING LOT 115 N. FEDERAL HIGHWAY							
C03	115 N. Federal Highway	08-43-45-28-03-006-0010	$ 85.00	$ 5.00	$ 6.00	$ 1.00	$ 97.00
2 PUBLIC PARKING LOTS NE 4th STREET & NE 1st AVENUE							
C04	NE 4th Street & NE 1st Avenue	08-43-45-28-03-001-0080 & 08-43-45-28-03-001-0100	$ 60.00	$ 100.00	$ 6.00	$ 25.00	$ 191.00
401-411 E. BOYNTON BEACH BLVD.							
C05	401-411 E. Boynton Beach Blvd.	08-43-45-21-18-000-0060 & 08-43-45-21-18-000-0051 & 08-43-45-21-18-000-0040	$ 80.00	$ 2.00	$ 1.00	$ 1.00	$ 84.00
TOTAL			$ 605.00	$ 752.00	$ 63.00	$ 82.00	$ 1002.00

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, with the Specifications (including Invitation to Bid, Instructions to Bidders, this bid, the Standard Form of Agreement, and the Scopes of Work) and Addenda, if any thereto, on file in the office of the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, at 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida, hereby proposes to furnish all labor, materials, equipment and services required, all in accordance therewith, for the sum of One Thousand Two Dollars ($ 1002.00) on a monthly basis, for the work outlined in this Bid Price Proposal Breakdown-*Monthly Amout Per Service* for the maintenance of the properties listed in this Scope of Work and attached to the Standard Form of Agreement Between Owner and Contractor as Attachment "A".

Bidder's Signature

Print Name David Vincent

Title Pres.

Date 5-13-21

01467267-1

BID PRICE PROPOSAL BREAKDOWN

SCOPE OF WORK - CATEGORY ONE: Improved Properties

Annual Amount Per Service (4 times per year)

Map #	Location/Addres	PCN#	Mulchin	Fertilizati	Pest	TOTAL
BOYNTON HARBOR MARINA						
CO1	110 NE 6th Street - Marina Entry Tower & 725 Casa Loma Blvd. - Open Space, Median & Harbor	08-43-45-27-03-000-0132 & 08-43-45-27-60-003-0000 & 08-43-45-27-03-000-0071 & 08-43-45-27-03-000-0041	$ 4000.00	$ 900.00	$ 900.00	$ 5800.00
211 E. OCEAN AVENUE						
CO2	211 E. Ocean Avenue	08-43-45-28-03-004-0130	$ 400.00	$ 200.00	$ 50.00	$ 650.00
PUBLIC PARKING LOT 115 N. FEDERAL HIGHWAY						
CO3	115 N. Federal Highway	08-43-45-28-03-006-0010	$ 400.00	$ 75.00	$ 20.00	$ 495.00
2 PUBLIC PARKING LOTS-NE 4th STREET & NE 1st AVENUE						
CO4	NE 4th Street & NE 1st Avenue	08-43-45-28-03-001-0080 & 08-43-45-28-03-	$ 3000.00	$ 200.00	$ 100.00	$ 3300.00
401-411 E. BOYNTON BEACH BLVD.						
CO5	401-411 E. Bognton Beach Blvd.	08-43-45-21-18-000-0060 & 08-43-45-21-18-000-0051 & 08-43-45-21-	$ 20.00	$ 2.00	$ 2.00	$ 24.00
TOTAL			$ 7820.00	$ 1377.00	$ 1072.00	$ 10,269

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, with the Specifications (including Invitation to Bid, Instructions to Bidders, this bid, the Standard Form of Agreement, and the Scopes of Work) and Addenda, if any thereto, on file in the office of the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, at 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida, hereby proposes to furnish all labor, materials, equipment and services required, all in accordance therewith, for the sum of Ten Thousand Two Hundred Sixty Nine — Dollars ($ 10,269.00) annually, for the work outlined in this Bid Price Proposal Breakdown- *Annual Amount Per Service (4 times per year)* for the maintenance of the properties listed in this Scope of Work and attached to the Standard Form of Agreement Between Owner and Contractor as Attachment "A"

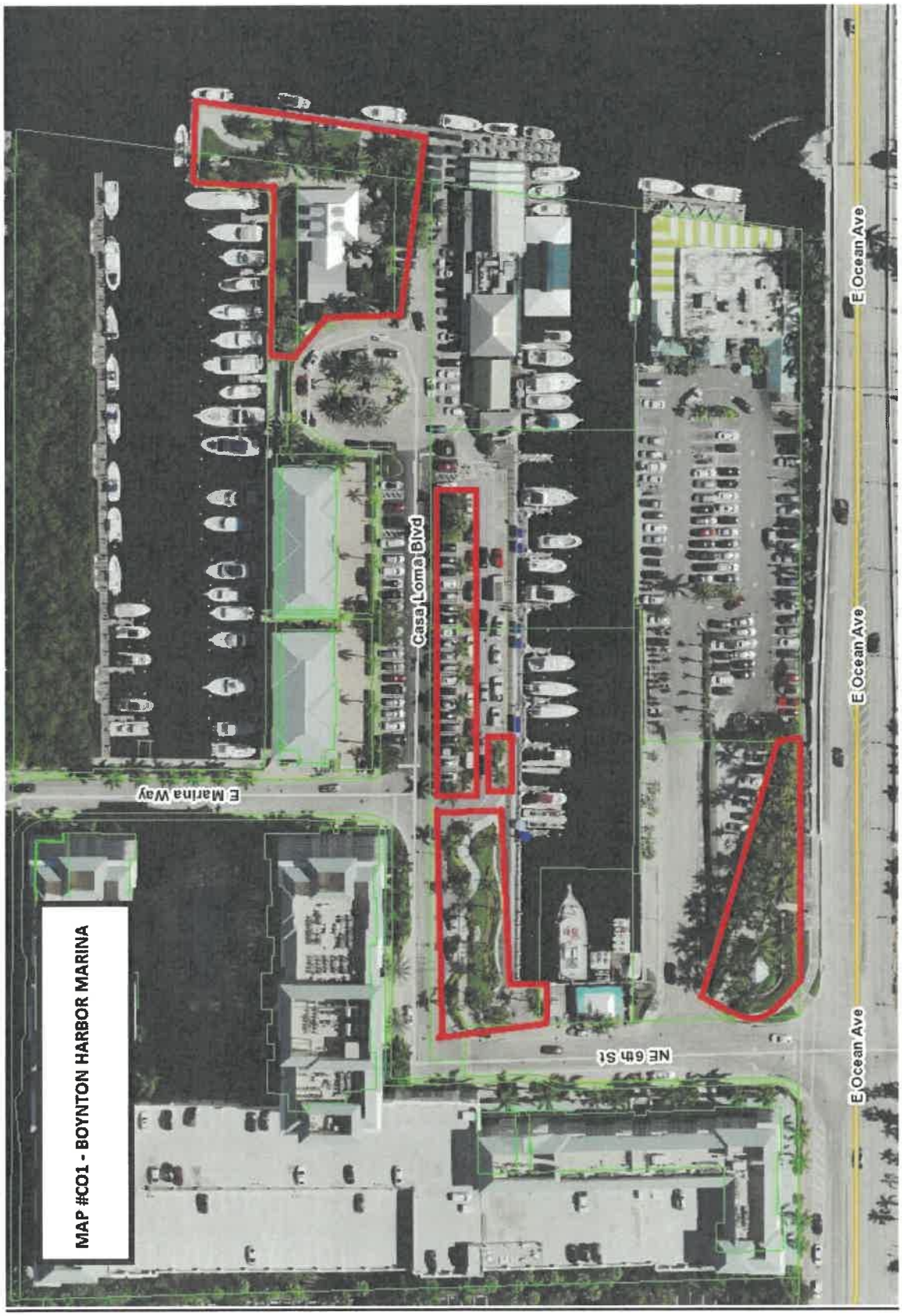
Bidder's Signature

Print Name: Pres.

Title: 5-13-21

Date

01467267-1


MAP #CO1 - BOYNTON HARBOR MARINA
E Marina Way
Casa Loma Blvd
NE 6th St
E Ocean Ave
E Ocean Ave
E Ocean Ave

01467267-1

01467267-1


MAP #CO3 - PUBLIC PARKING LOT
115 N. FEDERAL HIGHWAY
N Federal Hwy
NE 1st Ave
E Ocean Ave
NE 4th St

01467267-1

N Federal Hwy
NE 1st Ave
E Ocean Ave
NE 4th St
MAP #CO4 - 2 PUBLIC PARKING LOTS - NE 4th STREET & NE 1st AVENUE

01467267-1

MAP #CO5 - 401-411 E. BOYNTON BEACH BLVD.
N Railroad Ave
NE 3rd St
E Boynton Beach Blvd

01467267-1

SCOPE OF WORK - CATEGORY TWO:
Vacant Lots

NOTE: The ITB divides the scope of work into two (2) categories to accommodate various types of properties owned by the BBCRA. Bidders(s) may submit a proposal(s) for one or more categories of work.

Properties in this category consist of the following:

1. **Large Development Vacant Lots (aka Cottage District)**
2. **E. Martin Luther King, Jr. Properties – MLK NORTH**
3. **NE 9th Avenue**
4. **Misc. Vacant Lots**

SPECIFICATIONS

A. **Basic Maintenance** shall be done two (2) times per month and includes Litter Control, Mowing, Line Trimming/Edging, Blowing and Weed Control.

1. Litter Control – Shall mean the collection and proper disposal, at the Contractor's expense (and not in any BBCRA container without prior approval) any debris such as paper, cans, bottles, fallen or hanging limbs, rocks, etc. which are not intended to be present as part of the landscape within the entire Landscape Maintenance Service Area including streets/parking areas, sidewalks, pathways, curbs, etc. and the emptying of all trash barrels on the site.

a. Litter Control must be completed prior to any trimming/edging, mowing, or blowing to eliminate shredding of materials throughout the landscaping and to prevent any possible safety concerns.
b. All litter is to be containerized and properly disposed of.

2. Mowing – Shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any "missed" uncut grass.

a. All mowers are to be mulching mowers with closed chutes to minimize the spreading of clippings, must be adjustable to allow for the proper mowing height (Common Heights: Bermuda 0.5"-1.5" / Floratam St. Augustine 3.5"-4" / Bahia 3"-4" / Zoysia 1.5"-2.5"); actual height to be determined by the condition of the grass and the field usage. Mowers shall have blades sharp enough to cut rather than tear grass blades.
b. Mowing shall be done carefully in order to avoid "girdling" trees or shrubs, intruding into ground cover beds, damaging sodded berms, or causing damage to sprinkler heads, valves, time clocks, curbs, or other facilities as the Contractor will be responsible for restoring all damage.
c. Mowing shall not be done when weather or conditions will result in damaged turf or rutting; re-scheduling or vacating the schedule for that week must be coordinated with the BBCRA.

3. Line Trimming/Edging – Grass shall be trimmed/edged during or immediately after mowing. Trimming/Edging will be accomplished by line trimmer, mechanical edger, or by hand. Trimming/Edging must remove grass around all obstacles in the turf such as posts, trees, wall, signs, sprinkler equipment, sidewalks, pavers, etc. and shall provide clean turf edges around all planting beds. Trimming/Edging shall be done carefully in order to avoid damaging sprinkler

equipment, walkways, plantings, or other facilities as the Contractor will be responsible for restoring all damage. NOTE: Trimming/Edging will be 1.5 feet away from all trees, palms, and exposed roots.

4. Blowing – Grass clippings and debris caused by mowing and trimming/edging shall be immediately blown off from all hard surfaces after mowing and line trimming/edging. Grass clippings and debris shall be removed as to not allow it to drift into roadways, storm drains, ponds/lakes or adjacent properties.

5. Weed Control - Contractor responsible for keeping all areas weed-free at all times.

a. Weeds are to be completely removed from all turf, shrub, ground cover, flowerbeds, tree rings, and paver block areas during the contract period. Properties that are part of the Landscape Maintenance Service Area shall remain weed-free at all times using manual or chemical methods.
b. Weeds growing from curb joints or other concrete areas shall be chemically treated and removed after the herbicide has penetrated to the roots if they are large enough to be a visual eyesore.
c. There shall be no run-off of chemicals into adjacent roadways, gutters, planting areas or other hard surfaces.
d. Contractor may use contact herbicides for spot killing of weeds.
e. Weeds are to be mowed, trimmed or edged from turf areas as part of turf care operations.

B. Damages - Damage to landscape material due to any cause shall be immediately corrected by Contractor. This includes up righting and staking any fallen or leaning trees and palms; removal of dead or damaged material; and minor grading and replacement of sod displaced by vehicles. Any pits left from tree removal shall be filled with good soil and sod to match existing grade. (Contractor must contact BBCRA within 24 hours of such repairs).

C. General – Contractor shall be capable of being contacted through their office and/or cellular phone numbers during the hours of 7:00 a.m. – 5:00 p.m., Monday through Sunday. A contact must be available during regular work hours, after-hours, weekends and holidays. All phone calls from BBCRA employees should be returned within four (4) hours. Contractor shall provide a working fax number and email address for use during business hours. Based on the aforementioned, Bidder must submit with his/her/its bid the name, address, fax number, office phone number, cellular number(s) and email addresses of all persons to be contacted for coordination of service.

Other than emergency maintenance, no maintenance shall be performed on weekends or during holidays unless requested in writing and approved by the BBCRA. Work shall be performed between the hours of 8:00 a.m. and 5:00 p.m.

Special attention will be given to specified areas prior to national holidays & special events to ensure that the site is at its best during these times. Contractor will check area two days prior to holiday and special events and verify that maintenance has been properly performed.

D. Palm Trimming - All palms will be trimmed once a month. All dead or dying fronds will be removed at this time. Lower palm branches (up to 10') will be trimmed to maintain clearance for pedestrian and vehicular traffic. Any palm exceeding a height of 16' or higher will be excluded, but can be trimmed at an additional charge, upon authorization by the BBCRA.

E. **Trees** - Trees are to be pruned once a month to control suckers or water sprouts and throughout the first year following installation, to establish proper structure; thereafter only corrective pruning, for damaged, dead; crossing branches; obstruction; or aesthetics is needed. Trees must be trimmed to provide clearance of no less than eight (8) feet at all times.

F. **Additional Work – These prices will not be added in the contract bid but used on an "as needed" basis.**

a. **Sod Replacement:** Contractor will supply sod replacement to the BBCRA on an "as needed" basis. Sod will be priced per sq. ft. of removal, grade and install.

b. **Plant and Tree Installation:** Contractor will supply labor for installation of shrubs and trees as needed. Labor will be priced at an hourly rate per person.

c. **Additional Fertilizing:** Contractor will supply labor for additional fertilizing if needed. Labor will be priced on an hourly basis per person required.

d. **Additional Pest Control:** Price per 50 gallons of insecticide or 50 pounds of granular insecticide per as needed application.

e. **Pruning and Hedge/Shrub/Flowering Plant Maintenance** – All hedges, shrubs, and landscaped areas will be trimmed in accordance with professional horticulture and ornamental practices. Care shall be taken not to remove too much of the flowering surface branches when pruning. Pruning shall also include the removal of all dead and diseased wood which in not beneficial to the specific type of plant material. Pruning shall be accomplished with clean, sharp tools including a pole saw for any tree hangers that can be reached from ground level, in accordance with standard horticultural practices, to preserve the natural character of the plant. Tools that cut, rip, or tear plants will not be allowed. All pruning cuts shall be done without leaving stub cuts, flush cuts, rips/tears, or straight cuts while removing all dead, dying, and/or diseased plant material. Branches protruding over walkways, into facilities such as fencing, buildings, etc., or obscuring walkways (10' clearance) or roadway right-of-ways (14' clearance). All plant material removed during the pruning process shall be containerized and disposed of properly.

f. **Plant/Tree Installation** - An itemized estimate must be submitted and approved by the BBCRA prior to any plant/tree installation as the BBCRA reserves the right to purchase the materials. All plants and/or trees must be visibly inspected and approved by the BBCRA prior to installation. See the Proposal Summary Sheets for Additional Services to submit hourly labor rates for installation. Additional maintenance cost will be addressed in accordance to **Attachment "O," Standard Form of Agreement Between Owner and Contractor.**

g. **Additional Litter Removal:** Contractor will supply labor for additional litter removal if needed. Labor will be priced at an hourly rate per person.

BID PRICE PROPOSAL BREAKDOWN

SCOPE OF WORK-CATEGORY TWO: Vacant Lots

Monthly Amount Per Service

Map #	Location/Address	PCN#	2 Times Per Month Basic Maintenance Litter Control, Mowing, Line Trimming/Edging, Blowing	Once a Month Palm Trimming	Once a Month Trees	TOTAL
	LARGE DEVELOPMENT VACANT LOTS AKA COTTAGE DISTRICT					
CT1	Cottage District-18 Vacant Lots-NE 4th &	PCN's attached to Map	$ 250.-	$ 200.-	$ 100.00	$ 550.-
	E MARTIN LUTHER KING, JR BLVD. PROPERTIES (NE 10TH AVENUE)					
CT2	1/2 Lot 11 & 12 E MLK Blvd.	08-43-45-21-25-001-0110	$ 50.-	$ 1.00	$ 1.00	$ 52.-
	Lot 14 NE 10th Avenue-E MLK Blvd.	08-43-45-21-04-000-0140	$ 50.-	$ 1.00	$ 1.00	$ 52.-
	308 E MLK Blvd.	08-43-45-21-04-000-0130	$ 50.-	$ 1.00	$ 1.00	$ 52.-
	Lot 10 NE 10th Avenue-E MLK Blvd.	08-43-45-21-04-000-0100	$ 50.-	$ 1.00	$ 1.00	$ 52.-
	Lot 8 NE 10th Avenue-E MLK Blvd.	08-43-45-21-04-000-0080	$ 50.-	$ 1.00	$ 1.00	$ 52.-
	Lot 7 NE 10th Avenue-E MLK Blvd.	08-43-45-21-04-000-0070	$ 50.-	$ 1.00	$ 1.00	$ 52.-
	NE 9th AVENUE					
CT3	211 NE 9th Avenue	08-43-45-21-18-000-1700	$ 50.-	$ 1.00	$ 1.00	$ 52.-
	231 NE 9th Avenue	08-43-45-21-18-000-1650	$ 50.-	$ 1.00	$ 1.00	$ 52.-
	235 NE 9th Avenue	08-43-45-21-18-000-1640	$ 50.-	$ 1.-	$ 1.00	$ 52.-
	Lots 154, 155 & 156 NE 9th Avenue	08-43-45-21-18-000-1540	50.-	1.-	1.00	52.-
	1001 N. Railroad Avenue & NE 9th	08-43-45-21-18-000-1510	50.-	1.-	1.00	52.-
	MISC. VACANT LOTS					
CT4	402 NW 12th Avenue	08-43-45-21-14-000-4150	$ 50.-	$ 1.-	$ 1.00	$ 52.-
	1110-1102 N. Federal Highway	08-43-45-21-32-002-0211 & 08-43-45-21-32-002-0201	$ 50.-	$ 1.-	$ 1.00	$ 52.-
	407 NE 1st Street	08-43-45-21-30-002-0231	$ 50.-	$ 1.-	$ 1.00	$ 52.-
	106 NE 3rd Street	08-43-45-21-30-001-0110 & 08-43-45-21-30-001-0120	$ 50.-	$ 1.-	$ 1.00	$ 52.-
	545 NW 11th Avenue	08-43-45-21-14-000-3580	$ 50.-	$ 1.-	$ 1.00	$ 52.-
TOTAL			$ 1050.-	$ 216.00	$ 116.-	$ 1382.-

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, with the Specifications (including Invitation to Bid, Instructions to Bidders, this bid, the Standard Form of Agreement, and the Scopes of Work) and Addenda, if any thereto, on file in the office of the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, at 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida, hereby proposes to furnish all labor, materials, equipment and services required, all in accordance therewith, for the sum of One Thousand Three Hundred Eighty Two Dollars ($ 1382.-) on a monthly basis, for the work outlined in this Bid Price Proposal Breakdown-Monthly Amout Per Service for the maintenance of the properties listed in this Scope of Work and attached to the Standard Form of Agreement Between Owner and Contractor as Attachment "B".

Bidder's Signature

Print Name Jim Vincent

Title Pres.

Date 5/18/21

01467267-1


MAP #CT1 - LARGE DEVELOPMENT VACANT LOTS AKA COTTAGE DISTRICT
NE 5th Ave
N Seacrest Blvd
NE 1st St
NE 4th Ave
2 134 NE 5th
3 138 NE 5th
4 132 NE 5th
5 130 NE 5th
6 140 NE 5th
7 144 NE 5th
16 NE 4th
12b
12a NE 4th
8 147 NE 1st
9 135 NE 1st
10 131 NE 1st
11 145 NE 4th
20 508 N. Seacrest
18 105 NE 4th
19 103 NE 4th
15 NE 4th
14 NE 4th

COTTAGE DISTRICT

Map #	Street #	Property Address	Legal	Parcel ID
2	114	NE 5th Avenue	Lot 1, Blk 1, Sunny Side Ests	08-43-45-21-28-001-0010
3	118	NE 5th Avenue	Portions of Lots 2 & 3, Blk 1, Sunny Side Ests.	08-43-45-21-28-001-0020
4	122	NE 5th Avenue	Portions of Lots 3 & 4, Blk 1, Sunny Side Ests.	08-43-45-21-28-001-0031
5	136	NE 5th Avenue	Portions of Lots 4, 5 & 6, Blk 1, Sunny Side Ests	08-43-45-21-28-001-0041
6	140	NE 5th Avenue	Portions of Lost 6 & 7, Blk 1, Sunny Side Ests	08-43-45-21-28-001-0061
7	144	NE 5th Avenue	Portions of Lots 7 & 8, Blk 1, Sunny Side Ests	08-43-45-21-28-001-0071
8	517	NE 1st Street	N 100 Ft. of Lot 1, Blk 3, Shepard Addition to Boynton	08-43-45-21-29-003-0011
9	515	NE 1st Street	N 60 Ft. of S. 200 Ft of Lot 1, Blk 3, Shepard Addition to Boynton	08-43-45-21-29-003-0013
10	511	NE 1st Avenue (Property Appraiser has it as 511 NE 1st Street)	Portions of Lot 1, Blk 3, shepard Add	08-43-45-21-29-003-0012
11	145	NE 4th Ave	Shepard Add S 75 ft. or Lot 1, Blk 3	08-43-45-21-29-003-0014
12 a & b	xxx	NE 4th Avenue	Lot 2 and the NE 1/4 of Lot 3, Block 3, Shepard Addition to Boynton	08-43-45-21-29-003-0032; 08-43-45-21-29-003-0020
14	127	NE 4th Avenue	Portions of Lot 3, Blk 3, Shepard Add	08-43-45-21-29-003-0034
15	121	NE 4th Avenue	W 75' of Lot 4/Less N 140'/ Blk 3 Shepard Add	08-43-45-21-29-003-0041
16	xxx	NE 4th Ave	Portions of Lots 3, 4, & 5, Blk 3, Shepard Add	08-43-45-21-29-003-0033
18	105	NE 4th Avenue	Portions of Lot 5, Blk 3, Shepard Add	08-43-45-21-29-003-0051
19	103	NE 4th Avenue	Portion of Lot 8, Blk 3, Shepard Add	08-43-45-21-29-003-0081
20	508	N. Seacrest Blvd.	Portions of Lots 7 & 8, Blk 3, Shepard Add	08-43-45-21-29-003-0071

N Railroad Ave
E Martin Luther King Jr Blvd
NE 9th Ave
E Martin Luther King Jr Blvd
NE 9th Ave
E Martin Luther King Jr Blvd
NE 9th Ave
N Seacrest Blvd
MAP #CT2 - E. MARTIN LUTHER KING, JR. BLVD. PROPERTIES (NE 10th AVENUE)

01467267-1


N Railroad Ave
E Martin Luther King Jr Blvd
NE 9th Ave
N Seacrest Blvd
MAP #CT3 NE 9th AVENUE

01467267-1

MAP #CT4 - MISC. VACANT LOTS
1110 & 1102 N. Federal Highway
N Federal Hwy
NE 10th Ave

01467267-1

MAP #CT4 - MISC. VACANT LOTS
NE 1st St
407 NE 1st Street
NE 3rd Ave
106 NE 3rd Ave
NE 3rd Ave
N Seacrest Blvd

01467267-1

402 NW 12th Ave
NW 12th Ave
NW 11th Ave
545 NW 11th Ave
NW 12th Ave
NW 11th Ave
MAP #CT4 - MISC. VACANT LOTS

01467267-1

BOYNTON BEACH CRA PROPERTIES

Lawn Maintenance Schedule with Vincent and Sons Landscaping

Lot ID #	Address	Parcel ID	Structure or Lot?	Schedule	Monthly Service Price	Quarterly Special Services Price	Annual Special Services Price (4 times per year)	Monthly Invoicing Original Contract Price
CATEGORY ONE: Improved Properties								$2,384.00
15	MARINA - 110 NE 6th Street & 725 Casa Loma Blvd.	08-43-45-27-03-000-0132 & 08-43-45-27-60-003-0000	Marina Entry Tower, Open Space, Median & Harbor Master Bldg.	2 times per month	$420.00	$1,450.00	$5,800.00	Contract Price+CO1
12	211 E. Ocean Avenue	08-43-45-28-03-004-0130	Historic Building	2 times per month-2 & 4 Fridays	$210.00	$162.50	$650.00	$2,540.00
14	115 N. Federal Hwy. Parking Lot	08-43-45-28-03-006-0010	Parking Lot	2 times per month-2 & 4 Fridays	$97.00	$123.75	$495.00	Contract Price+CO2
13	NE 4th Street & NE 1st Avenue - City Parking Lot	08-43-45-28-03-001-0080	Parking Lot	2 times per month-2 & 4 Fridays	$191.00	$825.00	$3,300.00	$2,640.00
11	401-411 E. Boynton Beach Blvd.	08-43-45-21-18-000-0060/0051/0040	Structures	2 times per month-2 & 4 Fridays	$84.00	$6.00	$24.00	Contract Price+CO3
					$1,002.00	$3,037.50	$6,450.00	$2,744.00
CATEGORY TWO: Vacant Lots								Contract Price+CO4
Cottage District								$2,796.00
Sold to Pulte	Cottage District-17 Vacant Lots-NE 4th & 5th Ave.	Not Provided	Cottage District	2 times per month-2 & 4 Wednesday	$550.00			Contract Price+CO5
MLK BLVD.								$2,692.00
1	E MLK BLVD.	08-43-45-21-25-001-0110	Vacant Lot	2 times per month-2 & 4 Wednesday	$52.00			Contract Price+CO6
4	Lot 14 E. MLK Blvd.	08-43-45-21-04-000-0140	Vacant lot transferred to CRA from City 4/17/19	2 times per month-2 & 4 Wednesday	$52.00			$2,852.00
4	308 E MLK Blvd.	08-43-45-21-04-000-0130	Vacant Lot	2 times per month-2 & 4 Wednesday	$52.00			Contract Price+CO7
5	Lot 10 NE 10th Avenue-E MLK Blvd.	08-43-45-21-04-000-0100	Vacant Lot	2 times per month-2 & 4 Wednesday	$52.00			$2,800.00
6	NE 10th Avenue-E MLK Blvd.	08-43-45-21-04-000-0080	Vacant Lot	2 times per month-2 & 4 Wednesday	$52.00			Contract Price+CO8
6	NE 10th Avenue-E MLK Blvd.	08-43-45-21-04-000-0070	Vacant Lot	2 times per month-2 & 4 Wednesday	$52.00			$3,320.00
NE 9th AVNUE								Contract Price+CO9
7	211 NE 9th Avenue	08-43-45-21-18-000-1700	Vacant Lot	2 times per month-2 & 4 Wednesday	$52.00			$3,372.00
8	231 NE 9th Avenue	08-43-45-21-18-000-1650	Vacant Lot	2 times per month-2 & 4 Wednesday	$52.00			Contract Price+CO10
8	235 NE 9th Avenue	08-43-45-21-18-000-1640	Vacant Lot	2 times per month-2 & 4 Wednesday	$52.00			$3,528.00
Transfer to City	Lots 154, 155 & 156 NE 9th Ave & NE 3rd Street	08-43-45-21-18-000-1540	Vacant Lot	2 times per month-2 & 4 Wednesday	$52.00			Contract Price+CO11
Transfer to City	1001 N. Railroad Ave.	08-43-45-21-18-000-1510	Lot w/ house to be demo'd-Marcus Spence	2 times per month-2 & 4 Wednesday	$52.00			$3,788.00
MISC. VACANT LOT								Contract Price+CO12
Sold to Faith Based CDC	402 NW 12th Avenue	08-43-45-21-14-000-4150	Vacant Lot	2 times per month-2 & 4 Wednesday	$52.00			$3,736.00
Transfer to BB Condo	1110-1102 N. Federal Hwy.	08-43-45-21-32-002-0211/0201	Vacant Lots	2 times per month-2 & 4 Wednesday	$52.00			Contract Price+CO13
9	407 NE 1st Street	08-43-45-21-18-000-0051	Kalliantas Property	2 times per month-2 & 4 Wednesday	$52.00			$3,788.00
10	106 NE 3rd Avenue	08-43-45-21-30-001-0110/0120	Vacant Lot	2 times per month-2 & 4 Wednesday	$52.00			Contract Price+CO14
Transfer to Habitat	545 NW 11th Avenue	08-43-45-21-14-000-3580	Palm Beach County Land Available Sale	2 times per month-2 & 4 Wednesday	$52.00			$3,888.00

Lot ID #	Address	Parcel ID	Structure or Lot?	Schedule	Monthly Service Price	Quarterly Special Services Price	Annual Special Services Price (4 times per year)	Original Contract Price
					$1,382.00			Contract Price+CO15
Change Order #1 - added to contract								$4,048.00
2	221 E. MLK Blvd.	08-43-45-21-27-001-0220	Tax Deed Purchase	2 times per month-2 & 4 Wednesday	$52.00			Contract Price+CO16
3	Lots 11/12 & 13 E MLK Blvd. (2 Lots total @ $52.00 per lot)	08-43-45-21-27-001-0120 & 08-43-45-21-27-001-0110	Larann Vacant Lots	2 times per month-2 & 4 Wednesday	$104.00			$4,256.00
					$156.00			Contract Price+CO17
Change Order #2 - added to contract								$4,308.00
15	MARINA - 110 NE 6th Street & 725 Casa Loma Blvd.	08-43-45-27-03-000-0132 & 08-43-45-27-60-003-0000	Improved Property	Every 10 days	$100.00			Contract Price+CO18
Change Order #3 - added to contract								$4,360.00
11	407-409 E. Boynton Beach Blvd.	08-43-45-21-18-000-0060/0051/0040	Bldgs demo'd sod added	2 times per month-2 & 4 Fridays	$104.00			Contract Price+CO19
								$4,412.00
Change Order #4 - added to contract								Contract Price+CO20
Sold to Pulte	115 NE 4th Avenue	08-43-45-21-29-003-0052	Bldg. being demo'd	2 times per month-2 & 4 Fridays	$52.00			$4,464.00
								Contract Price+CO21
Change Order #5 - deduct from contract								$4,360.00
Transfer to City	Lots 154, 155 & 156 NE 9th Ave & NE 3rd Street	08-43-45-21-18-000-1540	Vacant Lot	2 times per month-2 & 4 Wednesday	-$52.00			Contract Price+CO22
Transfer to City	1001 N. Railroad Ave.	08-43-45-21-18-000-1510	Lot w/ house to be demo'd-Marcus Spence	2 times per month-2 & 4 Wednesday	-$52.00			$4,412.00
					-$104.00			Contract Price+CO23
								$4,464.00
Change Order #6 - added to contract								Contract Price+CO24
16	508 E Boynton Beach Blvd.	08-43-45-28-03-001-0060	Building & Parking Lot	2 times per month	$160.00			$4,516.00
								Contract Price+CO25
Change Order #7 - deducted to contract								$4,568.00
Transfer to Habitat	545 NW 11th Avenue	08-43-45-21-14-000-3580	Palm Beach County Land Available Sale - Habitat	2 times per month-2 & 4 Wednesday	-$52.00			Contract Price+CO26
								$4,620.00
Change Order #8 - added to contract								
14	115 N. Fed. Hwy.	08-43-45-28-03-006-0010	Litter/Garbage Pickup; Mon & Fri - $130 per week (previous contract was for Mon, Wed & Fri $195 per week - $780 monthly)	Mon & Fri every week	$520.00	We are getting 4 1/2 months of free litter pick up because we were double billed for March, April, May-2021 under old contract.	$780 x 3 months = $2,340 $520 x 4.5 months = $2340	So $520 under new contract will not begin billing until November. We get July, August, Sept., October and 1/2 of November at no charge.
Change Order #9 - added to contract								Contract Price+CO27
Sold to Faith Based CDC	404 NW 12th Avenue	08-43-45-21-14-000-4140	Vacant Lot PBCHA Auction	2 times per month-2 & 4 Wednesday	$52.00			$4,412.00
								Contract Price+CO28
Change Order #10 - added to contract								$4,464.00

Lot ID #	Address	Parcel ID	Structure or Lot?	Schedule	Monthly Service Price	Quarterly Special Services Price	Annual Special Services Price (4 times per year)	Original Contract Price
17	511-529 E. Ocean Avenue	08-43-45-28-03-006-0100 08-43-45-28-03-006-0111 08-43-45-28-03-006-0120	Bldg. being demo'd	2 times per month-2 & 4 Fridays	$156.00			Contract Price+CO29
								$4,516.00
Change Order #11 - added to contract								Contract Price+CO30
13	Parking Lots @ NE 4th Street & NE 1st Ave	08-43-45-28-03-001-0080 08-43-45-28-03-001-0100	Litter/Garbage Pickup; Mon & Fri - $65 per week	Mon & Fri every week	$260.00			$3,862.00
								Contract Price+CO31
Change Order #12 - deducted from contract								$4,022.00
Transfer to BB Condo	1110-1102 N. Federal Hwy.	08-43-45-21-32-002-0211/0201	Vacant Lots	2 times per month-2 & 4 Wednesday	-$52.00			Contract Price+CO32
								$4,074.00
Change Order #13 - added to contract								Contract Price+CO33
Sold to Pulte	133 NE 4th Avenue	08-43-45-21-29-003-0031	Bldg. being demo'd	2 times per month-2 & 4 Fridays	$52.00			$4,282.00
								Contract Price+CO34
Change Order #14 - added to contract								$4,334.00
15	MARINA - 110 NE 6th Street & 725 Casa Loma Blvd.	08-43-45-27-03-000-0132 & 08-43-45-27-60-003-0000	Improved Property	Every 7 days (4 times per month)	$100.00			Contract Price+CO35
								$4,386.00
Change Order #15 - added to contract								Contract Price+CO36
18	209 N Seacrest Blvd.	08-43-45-28-10-004-0221	Improved Property	2 times per month	$160.00			$3,002.00
								Contract Price+CO37
Change Order #16 - added to contract								$2,898.00
Now being maintained by OHLA for FDOT staging area for BB Blvd. Streetscape	212 NW 3rd Court	08-43-45-21-07-001-1180	Vacant Lot	2 times per month	$208.00			Contract Price+CO38
	222 NW 3rd Court	08-43-45-21-07-001-1160						$4,298.00
	219 West Boynton Beach Boulevard	08-43-45-21-07-001-1120						Contract Price+CO39
	225 West Boynton Beach Boulevard	08-43-45-21-07-001-1131						$4,350.00
								Contract Price+CO40
Change Order #17 - added to contract								$4,766.00
19	Lot 177 NW 2nd Street	08-43-45-21-07-001-1771	Vacant Lot	2 times per month	$52.00			Contract Price+CO41
								$5,778.75
Change Order #18 - added to contract								
20	433 West Boynton Beach Blvd.	08-43-45-21-15-000-0830	Vacant Lot	2 times per month	$52.00			
Change Order #19 - added to contract								
21	Lot 26 NE 10th Ave (E. MLK)	08-43-45-21-27-001-0260	Vacant Lot	2 times per month	$52.00	This is the Bride of Christ Lot that we sold to them and it was reverted back to the CRA because they could not finance the daycare project.		
Change Order #20 - added to contract								
22	1101 N. Fed. Hwy	08-43-45-21-32-008-0010	Vacant Lot	2 times per month	$52.00	Ho Property Transferred from City to CRA		

Lot ID #	Address	Parcel ID	Structure or Lot?	Schedule	Monthly Service Price	Quarterly Special Services Price	Annual Special Services Price (4 times per year)	Original Contract Price
Change Order #21 - deduct from contract								
Sold to Faith Based CDC	402		Vacant Lot	2 times per month	-$52.00			
Sold to Faith Based CDC	404		Vacant Lot	2 times per month	-$52.00			
Change Order #22 - added to contract								
23	Lots 348-350 NW 11th Ave	08-43-45-21-14-000-3480	Vacant Lot	2 times per month	$52.00			
Change Order #23 - added to contract								
24	1111 S Federal Hwy	08-43-45-28-24-000-0120	Vacant Lot	2 times per month	$52.00			
Change Order #24 - added to contract								
25	1022 N Federal Hwy	08-43-45-21-32-003-0200	Vacant Lot	2 times per month	$52.00			
Change Order #25 - added to contract								
26	507 NW 12th Avenue	08-43-45-21-14-000-4360	Vacant Lot	2 times per month	$52.00			
Change Order #26 - added to contract								
27	524 NW 3rd Street	08-43-45-21-16-000-0150	Vacant Lot	2 times per month	$52.00			
Change Order #27 - deduct from contract								
FDOT staging area for BB Streetscape project	212 NW 3rd Court	08-43-45-21-07-001-1180	Vacant Lot	2 times per month	-$208.00			
	222 NW 3rd Court	08-43-45-21-07-001-1160						
	219 West Boynton Beach Boulevard	08-43-45-21-07-001-1120						
	225 West Boynton Beach Boulevard	08-43-45-21-07-001-1131						
Change Order #28 - add to contract								
28	1017 N. Railroad Ave.	08-43-45-21-04-000-0011	Vacant Lot	2 times per month	$52.00			
Change Order #29 - added to contract								
3	321 E MLK Blvd.	08-43-45-21-27-001-015-	Structure to be demo'd	2 times per month	$52.00			
Change Order #30 - deducted from contract								
Sold to Pulte	Cottage District Lots			2 times per month	-$550.00			
Sold to Pulte	115 NE 4th Ave	08-43-45-21-29-003-0052	Structure to be demo'd	2 times per month	-$52.00			
Sold to Pulte	133 NE 4th Ave	08-43-45-21-29-003-0031	Structure to be demo'd	2 times per month	-$52.00			
Change Order #31 - added to contract								
29	419 N Seacrest Blvd.	08-43-45-21-07-001-1450	Structure-Qtryly maintenance will be $100 per quarter.	2 times per month	$160.00	$100.00		
Change Order #32 - added to contract								
3	323-325 E MLK Blvd.	08-43-45-21-27-001-0140	Structure to be demo'd	2 times per month	$52.00			
Change Order #33 - added to contract								
30	212 NW 3rd Court	08-43-45-21-07-001-1180	FDOT staging area for BB Streetscape project has been completed and sod has been installed and is now back on	2 times per month				
	222 NW 3rd Court	08-43-45-21-07-001-1160						
	219 West Boynton Beach Boulevard	08-43-45-21-07-001-1120						

Lot ID #	Address	Parcel ID	Structure or Lot?	Schedule	Monthly Service Price	Quarterly Special Services Price	Annual Special Services Price (4 times per year)	Original Contract Price
	225 West Boynton Beach Boulevard	08-43-45-21-07-001-1131	the CRA maintenance schedule		$208.00			
Change Order #34 - added to contract								
8	225 NE 9th Avenue	08-43-45-21-18-000-1660	Vacant Lot	2 times per month	$52.00			
Change Order #35 - added to contract								
31	135 NE 3rd Avenue	08-43-45-21-30-002-0210	Vacant Lot	2 times per month	$52.00			
Change Order #36 - deducted from contract								
Transferred to BBQOZ, LLC for The Pierce project	115 N. Federal Hwy. Parking Lot	08-43-45-28-03-006-0010	Parking Lot	2 times per month-2 & 4 Fridays (original contract price)	-$97.00	-$123.75	-$495.00	
	115 N. Federal Hwy. Parking Lot	08-43-45-28-03-006-0010	Litter/Garbage Pickup; Mon & Fri - $130 per week	Mon & Fri every week (CO #8)	-$520.00			
	NE 4th Street & NE 1st Avenue - City Parking Lot	08-43-45-28-03-001-0080	Parking Lot	2 times per month-2 & 4 Fridays (original contract price)	-$191.00	-$825.00	-$3,300.00	
	Parking Lots @ NE 4th Street & NE 1st Ave	08-43-45-28-03-001-0080 08-43-45-28-03-001-0100	Litter/Garbage Pickup; Mon & Fri - $65 per week	Mon & Fri every week (CO #11)	-$260.00			
	508 E Boynton Beach Blvd.	08-43-45-28-03-001-0060	Building & Parking Lot	2 times per month (CO #6)	-$160.00			
	511-529 E. Ocean Avenue	08-43-45-28-03-006-0100 08-43-45-28-03-006-0111 08-43-45-28-03-006-0120	Bldg. being demo'd	2 times per month-2 & 4 Fridays (CO #10)	-$156.00			
					-$1,384.00			
Change Order #37 - deducted from contract								
Sold to Maple Tree Investments-USPS Retail Store	407-409 E. Boynton Beach Blvd.	08-43-45-21-18-000-0060/0051/0040	Bldgs demo'd sod added	2 times per month-2 & 4 Fridays	-$104.00	-$6.00	-$24.00	
Change Order #38 - added to contract								
27	480 W. Boynton Beach Blvd.	08-43-45-28-15-071-0010	Bldg. being demo'd	2 times per month-shrubs trees 1 time per month	$1,400.00			
Change Order #39 - added to contract								
28	1102-1110 N. Federal Hwy.	08-43-45-22-49-000-0010 08-43-45-22-49-000-0020 08-43-45-22-49-000-0030 08-43-45-22-49-000-0040	Vacant Lot	2 times per month-shrubs trees 1 time per month	$52.00			
Change Order #40 - added to contract								

Lot ID #	Address	Parcel ID	Structure or Lot?	Schedule	Monthly Service Price	Quarterly Special Services Price	Annual Special Services Price (4 times per year)	Original Contract Price
27	449 NW 1st Ave. 450 W. BB Blvd. 203 NW 3rd St. 411 NW 1st Ave. 421 NW 1st Ave. NW 1st Ave. NW 1st Ave. NW 1st Ave.	08-43-45-28-27-000-0054 08-43-45-28-27-000-0052 08-43-45-28-10-001-0071 08-43-45-28-11-000-0121 08-43-45-28-11-000-0100 08-43-45-28-11-000-0081 08-43-45-28-11-000-0072 08-43-45-28-11-000-0071	8 Vacant Lots $52.00 per lot	2 times per month-shrubs trees 1 time per month	$416.00			
Change Order #41 - added to contract								
27	444 W. BB Blvd. Monthly Maint. $135.00 Qrtly Maint. as needed $400.00 432 W. BB Blvd. Monthly Maint. $185.00 Qrtly Maint. as needed $400.00 416 W. Boynton Beach Blvd. Monthly Maint. $342.75 Qrtly Maint. as needed $275.00 221 NW 3rd Street Monthly Maint. $175.00 Qrtly Maint. as needed $125.00 215 NW 3rd Street Monthly Maint. $175.00 Qrtly Maint. as needed $125.00	08-43-45-28-27-000-0051 08-43-45-28-11-000-0050 08-43-45-28-11-000-0010 08-43-45-28-10-001-0010 08-43-45-28-10-001-0031	5 Improved Properties to be demo'd	2 times per month	$1,012.75	$1,325.00	$53,00.00	

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

CONSENT AGENDA

AGENDA ITEM 11.H

SUBJECT:
Approval of BB1 Development, LLC's Request for Extension of Construction Commencement per the First Amendment to the Tax Increment Revenue Funding Agreement for the Ocean One Project located at 114-222 N. Federal Highway

SUMMARY:
On June 6, 2024, the CRA and BB1 Development, LLC ("BB1") entered into a Tax Increment Revenue Funding Agreement (TIRFA)(see Attachment I). The First Amendment to the TIRFA was approved by the CRA Board and executed on December 10, 2025 (see Attachment II). The amendment was made to Section 9. of the TIRFA allowing the Developer to request a six month extension if construction of the project did not commence by June 6, 2026.

BB1 has requested a six month extension per their letter dated April 27, 2026 and provided as Attachment III.

FISCAL IMPACT:
N/A

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan District

CRA BOARD OPTIONS:
Approve BB1 Development, LLC's Request for Extension of Construction Commencement per the First Amendment to the Tax Increment Revenue Funding Agreement for the Ocean One Project located at 114-222 N. Federal Highway

ATTACHMENTS:

Description

- Attachment I - Fully Executed Ocean One TIRFA
- Attachment II - Fully Executed First Amendment Ocean One TIRFA
- Attachment III - 4.27.26 Ltr BB1 Request for Extension of Construction Commencement

TAX INCREMENT REVENUE FUNDING AGREEMENT

This Tax Increment Revenue Funding Agreement (hereinafter "Agreement") entered into as of the 6 day of June, 2024, by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter referred to as "CRA"), with a business address of 100 E. Ocean Avenue, Fourth Floor, Boynton Beach, Florida 33435,

and

BB1 DEVELOPMENT, LLC, a Delaware limited liability company, with a business address of 888 Biscayne Boulevard, Suite 101, Miami, Florida 33132 (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, Developer owns the property located at 114 and 222 North Federal Highway, Boynton Beach, Florida ("Property") and intends to construct within the Property a new mixed-use development comprised of approximately 371 multi-family units with related amenities and approximately 25,000 square feet of commercial space as depicted in the Site Plan attached hereto as **Exhibit "A"** (hereinafter referred to as the "Project"); and

WHEREAS, the Property is located within the Boynton Beach Community Redevelopment Area ("CRA Area"); and

WHEREAS, in an effort to develop the Project to include public benefits, Developer has submitted that certain proposal dated January 10, 2024, related to the Project, which was later amended, a copy of which amended proposal is attached as **Exhibit "B**; and

WHEREAS, Developer is required to submit a complete building permit application by September 13, 2024, pursuant to the Purchase and Development Agreement dated January 16, 2018, as amended by the First Amendment dated January 15, 2020, a copy of which is attached hereto as **Exhibit "C;"** and

WHEREAS, Developer will revise the Site Plan (defined below) to provide an additional 31 parking spaces in addition to the amount approved in the Site Plan as of the Effective Date; and

WHEREAS, the CRA has determined that the Project furthers the Boynton Beach Community Redevelopment Plan ("CRA Plan"); and

WHEREAS, Developer has the knowledge, ability, skill, and resources to effectuate the construction and development of the Project; and

WHEREAS, the CRA has determined that a public-private partnership in which the CRA provides Tax Increment Revenue Funding for the Project will further the goals and objectives of the CRA Plan;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties hereby acknowledge, the Parties agree as follows:

Section 1. Incorporation. The recitals above and all other information above are hereby incorporated herein as if fully set forth.

Section 2. Definitions. As used in this Agreement, the following terms shall have the following meanings, which shall apply to words in both the singular and plural forms of such words:

2.1. "Base Year" for determining Tax Increment Revenue from the Project shall be the year prior to Commencement of Construction.

2.3. "**Certificate of Occupancy**" means the certificate issued by the City pursuant to the City of Boynton Beach Building and Zoning Code indicating that a building or structure complies with all applicable City of Boynton Beach Building and Zoning Code requirements and that the same may be used for the purposes stated therein.

2.4. "City" means the City of Boynton Beach, Florida.

2.5. "Commencement of Construction" or **"Commence Construction"** means obtaining an official permit in hand for any of the construction activities contained herein and beginning to actually demolish, excavate or prepare the site for development of the Project in accordance with the City Building and Zoning Code and continuing consistently until completion of construction of the Project as applicable in accordance with the Florida Building Code.

2.6. "Community Outreach Partner" means the for-profit or non-profit group or organization selected by Developer with whom Developer shall coordinate on the issues and obligations in this Agreement pertaining to employment of City residents and jobs for Locally Owned Small Businesses.

2.7. "Completion of Construction" shall mean the date for which the Project is complete and the Certificate(s) of Occupancy have been issued for the Project by the appropriate governing authority.

2.8 "Contractor" means a general contractor, a subcontractor or any other business entering into a contract with the Developer related to the construction of the Project or part thereof.

2.9. "Effective Date" shall mean the date the last party to this Agreement executes this Agreement.

2.10. "Good Faith Effort" is considered to have been made when the respective parties have used reasonable means to comply with the associated directives and/or provisions set forth in this Agreement.

2.11. "Locally Owned Small Businesses" means any business that is wholly owned by individuals who reside in the City. If a business is owned by a corporation, then the corporation must be wholly owned by individuals who reside in the City. If the business is owned by a partnership or limited liability company, then at least 20% of its partners or members must reside in the City.

2.12 "Parking Improvements" means ninety (90) public parking spaces located on the second floor of the parking garage and twenty (20) on street parking spaces, ten (10) of which are contingent upon FDOT approval, restricted for use by the public in perpetuity.

2.13. "Pledged Project Increment Revenue" means an amount calculated by multiplying Tax Increment Revenue from the Project by an agreed upon percentage factor as provided for in this Agreement.

.2.14. "Property" means the property subject to this Agreement upon which the Project shall be developed as more particularly described in "Exhibit D" hereto.

2.15. "Site Plan" shall mean the approved Site Plan attached hereto as Exhibit "A," approved by the City of Boynton Beach, file # MSPM 23-003.

2.16. "Tax Increment Revenue" shall mean the amount deposited in the Redevelopment Trust Fund for the Boynton Beach Community Redevelopment Area, pursuant to Florida Statutes, Section 163.387, that is attributable to the Project.

Section 3. Developer's Obligations and Covenants.

3.1 Construction of the Project. Developer agrees to Commence Construction of the Project within two (2) years of the Effective Date of this Agreement.

3.1.1 The Project shall conform to the Site Plan and shall include the following, which shall hereinafter be referred to as "Improvements":

a. Developer shall construct a minimum of 365 multi-family residential units with related amenities.

b. Developer shall construct a minimum of 22,000 square feet of commercial/retail space.

c. Developer shall construct the Parking Improvements, which shall include 90 parking spaces located within the second floor of the parking structure, plus at least

10 on street surface parking spaces and an additional 10 on street parking spaces if allowed by FDOT, which all shall be designated clearly by signage as set aside for public use. Developer will be responsible for managing, maintaining, repairing and metering the Parking Improvements and all revenue derived from such metering shall be retained as revenue by Developer except that, an amount equal to 20% of all collected revenues for the Parking Improvements shall be provided to the CRA in perpetuity and in accordance with this section. Distribution of the 20% of the collected revenue for the Public Parking to the CRA ("CRA Share") shall be made by January 10th of each year following the Completion of Construction. Along with the distribution of the CRA Share, Developer shall also provide to CRA, each year following Completion of Construction, a report detailing Public Parking usage and fees collected which shall be included in the Annual Performance Report required by Section 4 herein.

d. Prior to Completion of Construction, CRA and Developer shall execute a parking easement and contract (or, at the CRA's option, a 99 year lease) for the benefit of the City and CRA which easement and contract (or lease) shall ensure that the Parking Improvements shall be for reserved for use by the public in perpetuity and the CRA receives the CRA Share in perpetuity. Such easement (or lease) shall run with the land and be recorded in the Official Record Books of Palm Beach County.

e. Construction of the multi-family residential units for the Project shall be in compliance with the following green building standards:

- Developer shall provide all air conditioners, all of which shall be Energy Star qualified with a minimum of SEER 16.
- Developer shall provide roofing materials with an SRI 75 for all Project's low-sloped roofs to achieve a minimum of 75% of the roof above the parking and the residential parts.
- Developer shall provide energy efficient LED lighting fixtures for the Project and all the interior spaces.
- Developer shall provide 100% Energy Star appliances within the Project.
- Developer shall provide 4 EV level-2 charging stations over the minimum required by City Building and Zoning Code.

f. Prior to and during the construction of the Project, the Developer shall:

- Hire a job placement consultant during the construction period of this Agreement;
- Host a job fair within the CRA;

- When feasible, give priority to Contractors that are Locally Owned Small Businesses to participate in the construction of the Project;

- Include in all contracts with Contractors requirements that the Contractors use Good Faith Efforts to hire and train City residents to participate in the construction of the Project;

- Provide a list of job positions and descriptions to the Community Outreach Partner and agree to give priority to qualified job applicants referred by the Community Outreach Partner to participate in the construction of the Project;

- Use Good Faith Efforts to offer permanent job positions resulting from the Project to qualified City residents; and

- Notify and refer job training and job placement opportunities to the Boynton Beach Community High School and South Tech Academy in Boynton Beach in the event each are able and willing to provide such training.

3.1.2 The Site Plan may undergo minor modifications without requiring amendment to this Agreement so long as there is no alteration to the Improvements and the modified site plan is substantially similar to the Site Plan. For purposes of this section, any modification to the Site Plan that requires approval by the City Commission shall not be considered a minor modification. Any modification that is not a minor modification shall require the approval of this CRA; otherwise, this Agreement may be terminated by the CRA in its sole discretion.

Section 4. Annual Performance Report. Commencing upon one year from the Effective Date and continuing until such time as the Agreement is terminated, Developer shall annually provide the CRA with a report ("Annual Performance Report") for the Project indicating the status of Developer's compliance with the requirements of this Agreement and evidencing that Developer has paid all property taxes for the Property for the preceding year. Such report must be submitted to the CRA no later than the last day of April for the preceding year. In addition, Developer shall present an annual status report to the CRA Board upon request.

Section 5. Certification Requirements.

5.1 The following are conditions precedent to CRA's annual disbursal of and Developer's receipt of any Pledged Project Increment Revenue pursuant to this Agreement:

5.1.1 Developer must have timely provided its Annual Performance Report;

5.1.2 Upon receipt of the Annual Performance Report, at the next available CRA meeting, the CRA shall review the Annual Performance Report for consistency with the requirements in Section 4 above and compliance with all conditions precedent for

receiving Pledged Increment Revenue for the Project. Upon finding such compliance and consistency, CRA shall approve the Annual Performance Report, which approval shall not be unreasonably withheld;

5.1.3 The CRA has received Tax Increment Revenues from the Project on the Property subsequent to the Base Year and Completion of Construction; and

5.1.4 Developer is not in material default beyond any applicable notice and cure period under any terms or provisions of this Agreement. Developer shall not be entitled to any Pledged Project Increment Revenue payments for such calendar year if the Developer has failed to meet its obligations under this Agreement or is otherwise in material default beyond any applicable notice and cure period under the terms of this Agreement and has failed to sufficiently cure the default as provided for herein after appropriate notice of such default has bene given. There is no obligation by the CRA to disburse the Pledged Increment Revenue during any period of default by the Developer, provided that, once a default is cured, Developer shall receive its Pledged Increment Revenue payments for the remainder of the TIR Term, provided Developer is not in default under this Agreement.

5.2 Certification.

5.2.1 Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.1.a. and 3.1.1.b. of this Agreement by providing a Certificate of Occupancy for all residential components of the Improvements and Certificate of Completion for all nonresidential components of the Improvements from the City of Boynton Beach indicating the 100 percent completion of all Improvements and demonstrating that the taxable value of all improvements have been placed on the Palm Beach County tax rolls for the Property.

5.2.2 Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.1.c of this Agreement by demonstrating that it has constructed the Parking Improvements and by documenting signage and other means by which these Parking Improvements are clearly reserved for use by the public and excluded from use by residential and commercial units that are part of the Project.

5.2.3 Developer shall confirm in its Annual Performance Report that it has met its obligations under Section 3.1.1.d and 3.1.1.e of this Agreement.

5.2.4 Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.1.f of this Agreement by:

a. Demonstrating that it hired and utilized the services of a job placement consultant and by reporting the job placement consultant's activities during construction of the Project;

b. Demonstrating that it held a job fair in the CRA Area; and

c. Requiring all Contractors covered by the terms of this Agreement to provide annual copies of its records, reports or any other information necessary to monitor compliance with the provisions of Section 3.1.1e of this Agreement and require all Contractors to submit annual payrolls to the Developer that include the following information: name, address and the number of hours worked for the period, until a Certificate of Occupancy is issued for at least 90% of the residential units of the Project.

Section 6. Pledged Project Increment Revenue.

6.1 Formula and Term.

6.1.1 The amount of the Pledged Project Increment Revenue to be paid to Developer pursuant to this Agreement is capped at Nine Million ($9,000,000.000) Dollars ("TIR Cap") based on the following formula:

The CRA hereby agrees to pledge and assign to Developer pursuant to the terms of this Agreement, an annual amount which equals ninety-five percent (95%) of the Tax Increment Revenue, for a twelve (12) year term, not to exceed a total of Nine Million Dollars ($9,000,000.00) commencing on the last day of the year, provided that all of the following conditions are met ("TIR Term"):

A. The Developer has achieved Completion of Construction;
B. All elements of the Project have been placed on the Tax Roll;
C. The CRA has received Tax Increment Revenue from the Project;
D. The Annual Performance Report is received and found to be sufficient by the CRA, which finding shall not be unreasonably withheld, conditioned or delayed; and
E. Developer is not in default under this Agreement.

Provided the above conditions precedent are satisfied, the CRA shall disburse the Tax Increment Revenue to the Developer as soon as practicable after the CRA receives the Tax Increment Revenue.

6.2 No Prior Pledge of Pledged Project Increment Revenues. The CRA warrants and represents that the Pledged Project Increment Revenues are not the subject of any prior pledge by the CRA and agrees that such revenues shall not be assigned, pledged, hypothecated or secured by the CRA for the period covered by the term of this Agreement.

6.3 Form of Payment. Payment shall be in the form of a CRA check made payable to the Developer. No payment made under this Agreement shall be conclusive evidence of the

performance of this Agreement by Developer, either wholly or in part, and no payment shall be construed to relieve Developer of obligations under this Agreement or to be an acceptance of faulty or incomplete rendition of Developer's obligations under this Agreement.

Section 7. Notice and Contact. Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested. The use of electronic communication is not considered as providing proper notice pursuant to this Agreement.

If to CRA, such notice shall be addressed to:

Timothy Tack, Acting Executive Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, Florida 33435

With a copy to:

Kathryn B. Rossmell, Esq.
Lewis, Longman & Walker, P.A.
360 South Rosemary Avenue
Suite 1100
West Palm Beach, Florida 33401

If to Developer, such notice shall be addressed to:

Mr. Robert Vecsler
BB1 Development, LLC
888 Biscayne Boulevard, Suite 101
Miami, Florida 33132

With a copy to:

Bonnie Miskel, Esq.
Dunay, Miskel and Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

Section 8. Default. The failure of Developer to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. The CRA shall deliver written notice to the Developer of such failure in accordance with the Notice Provision herein, in which case, the Developer shall have thirty (30) days after receipt of said notice from the CRA to cure such default. Notwithstanding anything to the contrary herein, if such violation or failure will reasonably require longer than thirty (30) days to cure, and so long

as the Developer begins and continuously prosecutes the curing of the same to completion with due diligence, the Developer shall have such additional time as reasonably necessary to remedy such failure of violation. If Developer fails to cure the default as provided herein, the CRA may terminate this Agreement and all obligations for payment of Pledged Project Increment Revenue to Developer shall cease.

Section 9. Termination. Unless earlier terminated pursuant to the terms herein, this Agreement shall automatically terminate upon the earlier of (a) last disbursement of Pledged Project Increment Revenue to Developer for the Project; (b) within five (5) years of the Effective Date if the Developer has not completed construction of the Project; or (c) on September 30, 2025, if the Developer has failed to commence construction of the Project subject to force majeure, except that Developer may request from the CRA one six (6) month extension which request shall not be unreasonably withheld so long as Developer has shown good faith efforts to comply with this deadline. Either Party may elect to terminate this Agreement by providing 45 days written notice to the other Party upon one or more of the following occurrences:

a. The default of either Party, if such default is not cured within the time prescribed by this Agreement;

b. The Parties enter into a mutually agreed upon, written Addendum, the effect of which is to terminate this Agreement.

Section 10. Miscellaneous Provisions.

10.1 Waiver. The CRA shall not be responsible for any property damages or personal injury sustained by Developer from any cause whatsoever related to the development of the Project, whether such damage or injury occurs before, during, or after the construction of the Project or the term of this Agreement. Developer 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 Developer. **This waiver, discharge, and release specifically include negligence by the CRA, its agents, or its employees, to the fullest extent the law allows.**

10.2 Indemnification. Developer 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 (including equipment installation and removal) of Developer. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This section shall not be construed to require Developer to indemnify the CRA for the CRA's own 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.

10.3 Assignment. This Agreement may only be assigned by the Developer to record owners of the Property with the prior written consent of the CRA, which consent shall not be unreasonably withheld, provided, however, that any assignee hereto shall specifically assume all of the obligations of and benefits to the Developer under this Agreement.

10.4 Successors and Assigns. The CRA and Developer each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the Developer.

10.5 No Discrimination. Developer shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

10.6 No Partnership, Etc. Developer 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 Developer is an independent contractor and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance under this Agreement.

10.7 Public Records: The CRA is a public agency subject to Chapter 119, Florida Statutes. Developer shall comply with Florida's Public Records Law. Specifically, the Developer shall:

a. Keep and maintain public records required by the CRA to perform the public services provided for 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 this chapter 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 for the duration of the contract term and following completion of the contract if Developer does not transfer the records to the CRA.

d. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of Developer or keep and maintain public records required by the CRA to perform the service. If Developer transfers all public records to the public agency upon completion of the contract, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer 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.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 100 East Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435; or TackT@bbfl.us.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

10.12 Independent Advice. 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.

10.13 Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be achieved. To that end, this Agreement is declared severable.

10.14 Voluntary Waiver of Provisions. The CRA may, in its sole and absolute discretion, waive any requirement of Developer contained in this Agreement.

10.15 Compliance with Laws. In its performance under this Agreement, Developer shall comply with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations.

10.16 Survival. The provisions of this Agreement regarding public records, indemnity, and waiver shall survive the expiration or termination of this Agreement and remain in full force and effect.

10.17 Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent and for so long as such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, pandemics, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority, or the other Party. Events of Force Majeure shall extend the period for the performance of the obligations for a period equal to the period(s) of any such delay(s). All terms contained herein shall be subject to Force Majeure.

10.18 Computation of Time. Any reference herein to time periods which are not measured in Business Days and that are less than six (6) days shall not include Saturdays, Sundays, and legal holidays in the computation thereof. Any period provided for in this Agreement which ends on a Saturday, Sunday, or legal holiday shall extend to 5 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 computation thereof. For purposes of this Agreement, Business Days shall mean Monday through Friday but shall exclude state and federal holidays.

10.19 Effective Date. This Agreement will become effective upon the date and time the last party executes this Agreement.

(SIGNATURES ON THE FOLLOWING PAGES)

DocuSign Envelope ID: A4429B28-56A5-4CC4-ABAF-C6500CF8A1F2

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

DocuSigned by:
AF817BEA40B746C...
(signature of witness)
Jordan Thaler
(printed name of witness)
123 Reid Avenue
Port Washington, NY 11050
(address of witness)

DocuSigned by:
B68BDA7AD57D46C...
(signature of witness)
Lisa Tompkins
(printed name of witness)
7561 NW 3rd Court
Plantation, FL 33317
(address of witness)

BB1 DEVELOPMENT, LLC, a Delaware limited liability company

By: DocuSigned by:
9A5E7A67E21C4CC...
Print Name: Robert Vecsler
Title: President

STATE OF New York
COUNTY OF New York

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, appeared before me by ☒ physical presence or ◯ online notarization this 6th day of June, 2024, by Robert Vecsler, as Manager of BB1 DEVELOPMENT, LLC, a Delaware limited liability company, who is ☒ personally known to me or ◯ produced _____ as identification.

(SEAL) JESSICA VELEZ
Notary Public - State of New York
NO. 01VE6382587
Qualified in Westchester County
My Commission Expires Oct 29, 2026

Notary Public, State of New York

My Commission Expires:
6/29/2026

Jessica Velez
Name of Notary Typed, Printed or Stamped

WITNESSES:

Vicki Curfman
(signature of witness)
Vicki Curfman
(printed name of witness)
100 E. Ocean Ave.
Boynton Beach, FL 33435
(address of witness)

(signature of witness)
Timothy Tack
(printed name of witness)
100 E Ocean Ave
Boynton Beach, FL 33435
(address of witness)

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Print Name: TY PENSERGA
Title: CHAIR / MAYOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, appeared before me by ◉ physical presence or ◯ online notarization this 14th day of May, 2024, by Ty Penserga, as CRA Chair of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, who is ◯ personally known to me or ◯ produced _____ as identification.

(SEAL)

_____
Notary Public, State of Florida

My Commission Expires:

Theresa Utterback
Name of Notary Typed, Printed or Stamped

THERESA UTTERBACK
MY COMMISSION # HH 221286
EXPIRES: February 5, 2026

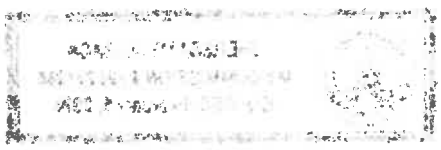


EXHIBIT "A"

PROJECT

DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: Ocean One (NWSP 22-004 & MPMD 22-005)

APPLICANT: Brian Bartczak, BB1 Development LLC

APPLICANT'S ADDRESS: 888 Biscayne Blvd, Suite 101, Miami, FL 33132

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: April 18, 2023

APPROVAL SOUGHT: Approve request for Major Master Plan Modification (MPMD 23-002) and Major Site Plan Modification (MSPM 23-003) to the Ocean One project to allow the construction of a mixed-use development consisting of an eight (8)-story building with 371 dwelling units, 25,588 square feet of commercial space, associated recreational amenities, and parking, on a 3.71-acre site.

LOCATION OF PROPERTY: 222 & 114 N. Federal Highway – Generally located east of North Federal Highway between East Boynton Beach Boulevard and East Ocean Avenue

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
   _X_ HAS
   ___ HAS NOT

   established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."

4. The Applicant's request is hereby
   _X_ GRANTED subject to the conditions referenced in paragraph 3 above.
   ___ DENIED

5. This Order shall take effect immediately upon issuance by the City Clerk.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other: _____

DATED: April 18, 2023

City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

OCEAN ONE

114 / 222 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL



DRAWING INDEX	
COVER	COVER
A0.00	ILLUSTRATIVE SITE PLAN
A0.01	LOCATION ZONING MAP
A0.02	MASTER PLAN / SITE PLAN
A0.03	EASEMENT AND UTILITY LINES
A0.04	SITE DATA
A0.05	MASSING STUDY
A0.06	VEHICULAR USE AREA & GREEN AREA CALCULATIONS
A0.07	ELEVATION LINE OF SIGHT
A0.08	GARAGE FLOOR PLANS
A0.09	GARAGE FLOOR PLANS
A0.10	PUBLIC PEDESTRIAN CIRCULATION DIAGRAM
A1-100	GROUND FLOOR
A1-101	LEVEL 2
A1-102	LEVEL 3
A1-103	LEVEL 4
A1-104	LEVEL 5-7
A1-105	LEVEL 8
A1-106	ROOF FLOOR PLAN
A1-200	ELEVATIONS
A1-201	ELEVATIONS
A1-300	SECTION
A1-400	MATERIALS
A1-401	MATERIALS
A1-402	ENLARGEMENTS AND DETAIL
A2-100	ENLARGED UNITS PLANS
A2-101	ENLARGED UNITS PLANS
A2-102	ENLARGED UNITS PLANS

SITE PLAN APPROVAL
24 FEBRUARY 2023

OWNER:
HYPERION GROUP
888 Biscayne Blvd, Suite 101
Miami, FL 33132

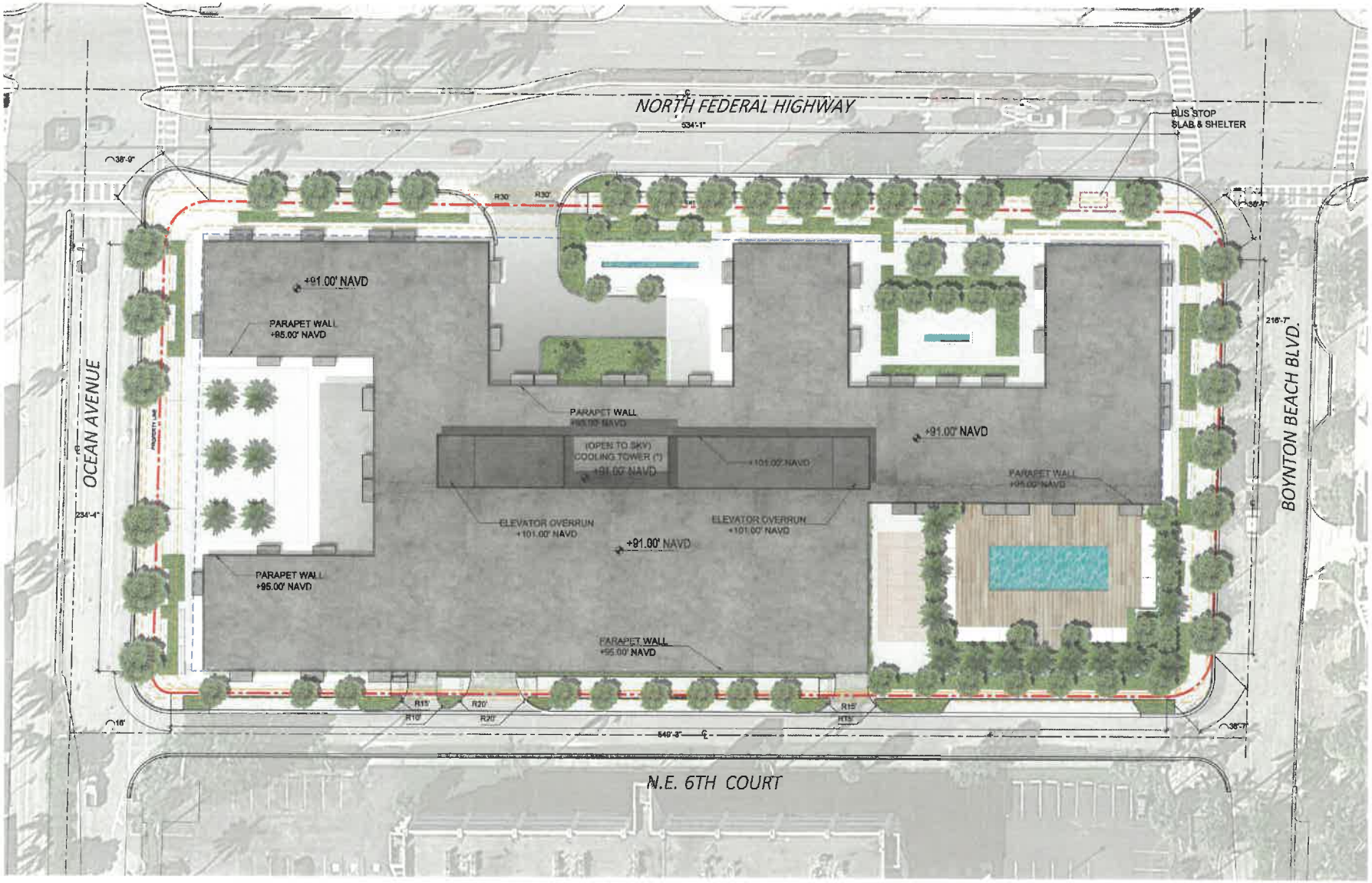
ARCHITECT:
ARQUITECTONICA
2900 OAK AVENUE, MIAMI, FLORIDA
33133
305.372.1812

CIVIL ENGINEER
KIMLEY HORN
1600 S CONGRESS AVE #100
DELRAY BEACH, FL 33445
561 330 2345

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
GEO ARQUITECTONICA
2900 OAK AVENUE, MIAMI, FLORIDA 3313
305 372 1812 TEL
305 372 1175 FAX



LEGEND

PROPERTY LINE

SETBACK LINE SIDEWALK

(*) COOLING TOWER: FINAL LOCATION TO BE DEFINED WITH BUILDING PERMIT

0' 10' 30'
5' 15' 60'

ILLUSTRATIVE SITE PLAN

1/25" = 1'-0"

OCEAN ONE
BOYNTON BEACH - FLORIDA

PROJECT ADDRESS:
114 / 222 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA

OWNER:
HYPERION GROUP
888 BISCAYNE BLVD. SUITE 101, MIAMI, FL 33132

ARQUITECTONICA
2900 OAK AVENUE, MIAMI, FLORIDA 33133
305.372.1812 TEL
305.372.1175 FAX
WWW.ARQUITECTONICA.COM

CIVIL ENGINEER:
KIMLEY HORN
1646 S CONGRESS AVE #100
DELRAY BEACH, FLORIDA 33445

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
DEO ARQUITECTONICA
2900 OAK AVENUE, MIAMI, FLORIDA 33133
305.372.1812 TEL
305.372.1175 FAX

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION

PROJECT NUMBER:

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 119, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES

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ISSUE #	DESCRIPTION	DATE

SITE PLAN APPROVAL
SHEET ISSUE DATE: FEBRUARY, 2023

ILLUSTRATIVE SITE PLAN

A0-00

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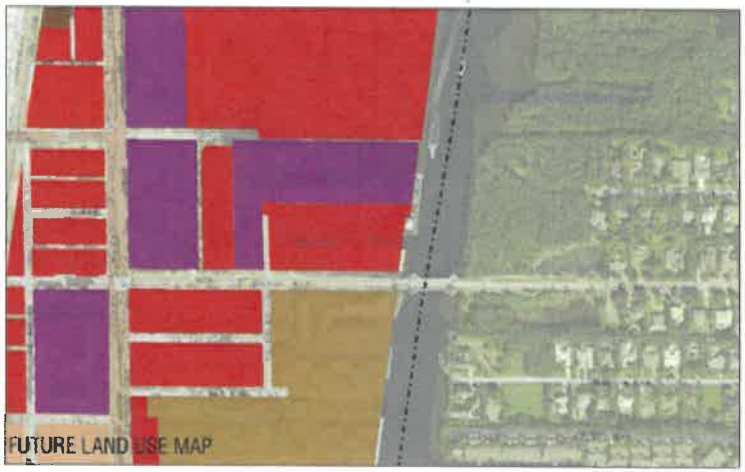
LOCATION MAP

N





OCEAN ONE
BOYNTON BEACH - FLORIDA

PROJECT ADDRESS:
111 / 223 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA

OWNER:
HYPERION GROUP
888 BISCAYNE BLVD. SUITE 101, MIAMI, FL 33132

ARQUITECTONICA
2900 OAK AVENUE, MIAMI, FLORIDA 33133
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SEAL/SIGNATURE/DATE:
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ISSUE #	DESCRIPTION	DATE

SITE PLAN APPROVAL
SHEET ISSUE DATE: FEBRUARY, 2023

LOCATION / ZONING MAP

A0-01

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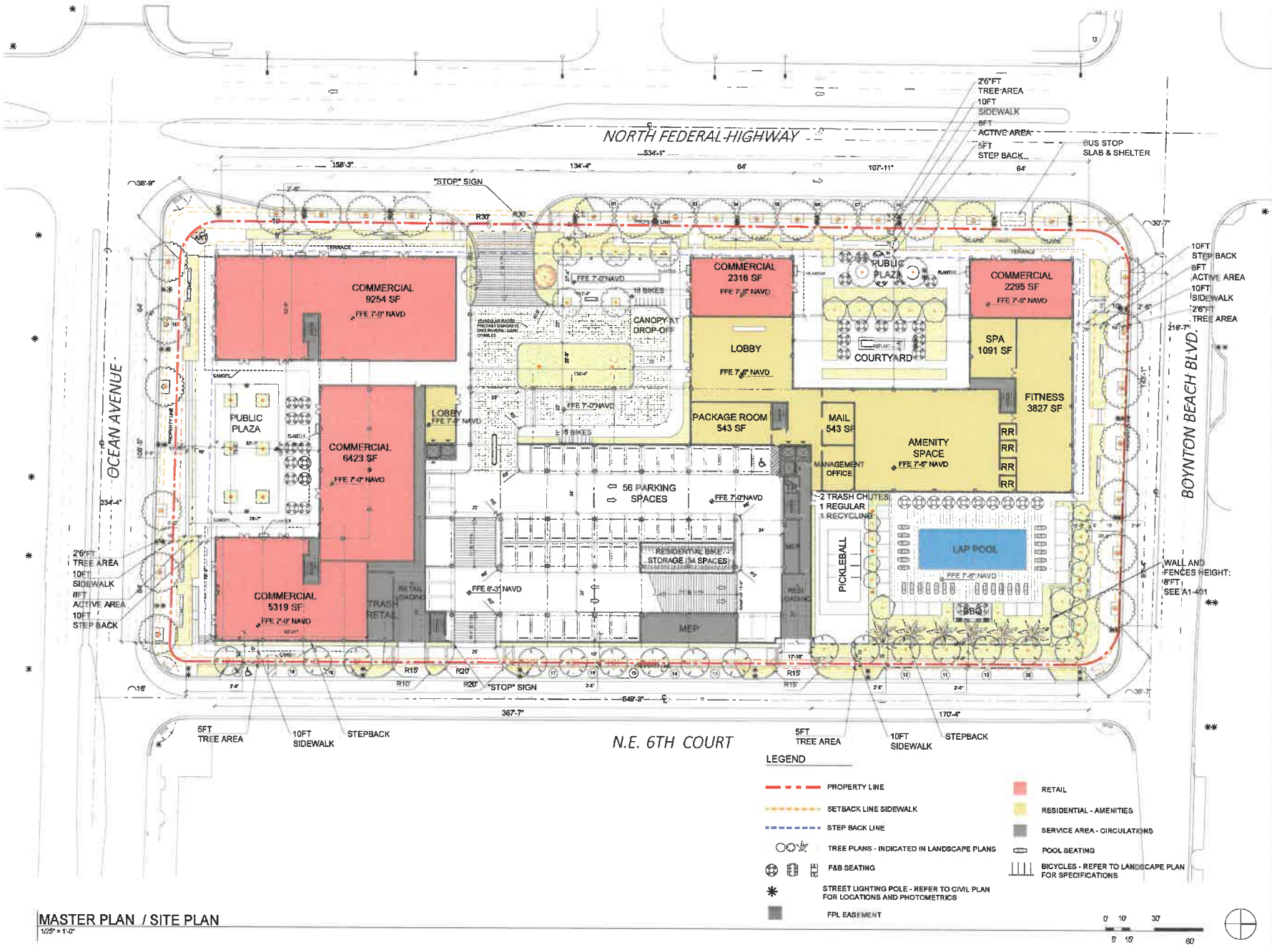
LOCATION / ZONING MAP



MASTER PLAN / SITE PLAN
1/25" = 1'-0"

OCEAN ONE
BOYNTON BEACH - FLORIDA

PROJECT ADDRESS:
114 / 222 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA

OWNER
HYPERION GROUP
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SEAL/SIGNATURE/DATE
OFFICE REGISTRATION

PROJECT NUMBER

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ISSUE #	DESCRIPTION	DATE

SITE PLAN APPROVAL
SHEET ISSUE DATE: FEBRUARY, 2023

MASTER PLAN / SITE PLAN

A0-02

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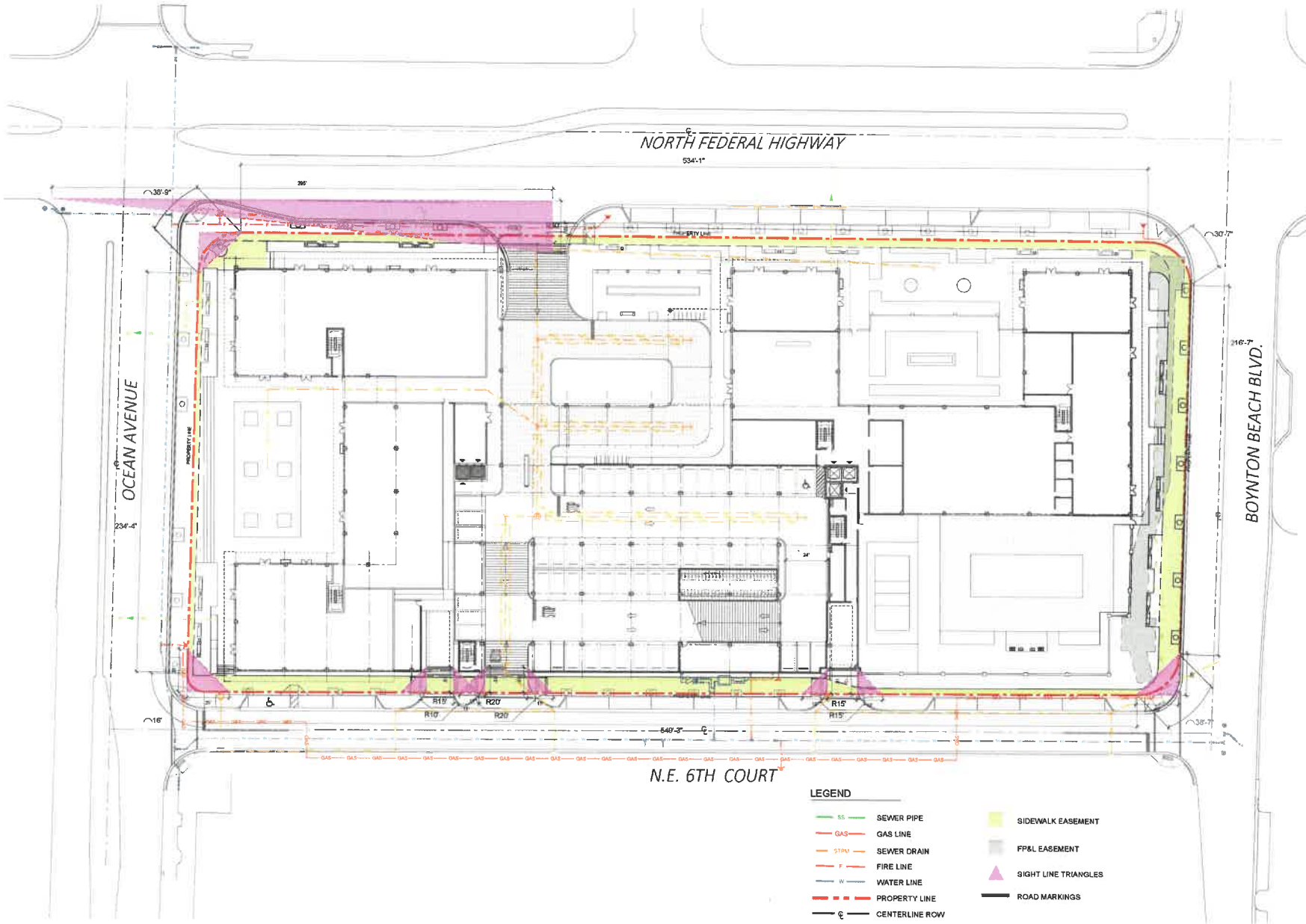

EASEMENT AND UTILITY LINES
1/25" = 1'-0"

0' 10' 30'
5' 15' 60'

OCEAN ONE
BOYNTON BEACH - FLORIDA

PROJECT ADDRESS
114 / 222 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA

OWNER
HYPERION GROUP
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ISSUE #	DESCRIPTION	DATE

SITE PLAN APPROVAL
SHEET ISSUE DATE: FEBRUARY, 2023

EASEMENT AND UTILITY LINES

A0-03

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OCEAN ONE-BOYNTON BEACH

PROJECT DATA

LOT AREA 161,789 SF (3.71 ACRES)

	Rental Building Units	Resi NSF	Terraces G	Resi GSF A	Lobby/BOH GSF B	Amenity GSF C	Mechanical GSF D	Commercial NSF	Commercial GSF E	Parking GSF F	Parking Spaces	GFS A+B+C+D+E+F+G	FAR	Floorplate A+B+C+D+E+F+G	Amenity Outdoor SF
ROOF [MECHANICAL]							11,360 SF					11,360 SF		11,360 SF	
Level 08	53 Units	43,133 SF	3,982 SF	51,573 SF						28,279 SF	93 Spaces	79,852 SF	50,665 SF	83,834 SF	
Level 07	53 Units	43,133 SF	3,982 SF	51,573 SF						28,279 SF	85 Spaces	79,852 SF	50,665 SF	83,834 SF	
Level 06	53 Units	43,133 SF	3,982 SF	51,573 SF						28,279 SF	85 Spaces	79,852 SF	50,665 SF	83,834 SF	
Level 05	53 Units	43,133 SF	3,982 SF	51,573 SF						28,279 SF	85 Spaces	79,852 SF	50,665 SF	83,834 SF	
Level 04	53 Units	43,133 SF	3,982 SF	51,573 SF						28,279 SF	85 Spaces	79,852 SF	50,665 SF	83,834 SF	
Level 03	53 Units	43,133 SF	3,982 SF	51,573 SF						28,279 SF	85 Spaces	79,852 SF	50,665 SF	83,834 SF	
Level 02	53 Units	43,133 SF	3,982 SF	51,573 SF						28,279 SF	99 Spaces	79,852 SF	50,665 SF	83,834 SF	
Ground					9,302 SF	11,154 SF	2,791 SF	25,588 SF	27,743 SF	25,710 SF	56 Spaces	76,700 SF	49,037 SF	76,700 SF	22,991 SF
TOTAL	371 Units	301,931 SF	27,874 SF	363,013 SF	9,302 SF	11,154 SF	14,151 SF	25,588 SF	27,743 SF	223,653 SF	633 Spaces	647,024 SF	403,752 SF	676,888 SF	22,991 SF

RESIDENTIAL RENTAL

UNIT MIX

TYPE	UNITS	PERCENTAGE	AVG. UNIT SIZE
STUDIO (1 Bathroom)	42	11.3%	592 avg SF/du
1BR (1 Bedroom)	224	60.4%	738 avg SF/du
1BR+D (1 Bathroom)	14	3.8%	815 avg SF/du
2BR (2 Bathroom)	91	24.5%	1,102 avg SF/du
TOTAL	371 Units	100%	814 avg SF/du

PARKING

Ground	56 Spaces	56 Spaces
Level 2	61 Spaces	99 Spaces
Ramp 2-3	38 Spaces	
Level 3	47 Spaces	85 Spaces
Ramp 3-4	38 Spaces	
Level 4	47 Spaces	85 Spaces
Ramp 4-5	38 Spaces	
Level 5	47 Spaces	85 Spaces
Ramp 5-6	38 Spaces	
Level 6	47 Spaces	85 Spaces
Ramp 6-7	38 Spaces	
Level 7	47 Spaces	85 Spaces
Ramp 7-8	38 Spaces	
Level 8	53 Spaces	53 Spaces
TOTAL		633 Spaces

REQUIRED PARKING SPACES

USE	AMOUNT	RATIO	REDUCTION	REQUIRED	PROJECT
Commercial	25,588 SF	1/200 SF		128 Spaces	
RESIDENTIAL					
1BR & STUDIO	280 Units	1.33/Unit		372 Spaces	
2BR	91 Units	1.66/Unit		151 Spaces	
Visitors	371 Units	0.15/Unit		56 Spaces	
					633 Spaces
ON-STREET					20 Spaces
TOTAL				707 Spaces	653 Spaces
				DELTA	54

ON-STREET PARKING	0	20
LOADING BERTH RETAIL (12' X 35')	1	1
LOADING BERTH RESIDENTIAL (12' X 35')	1	1
BIKE SPACES (IN ENCLOSED RESIDENTIAL BICYCLE ROOM)	0	54
BIKE SPACES (EXTERIOR - REFER TO SITE PLAN)	15 bikes for retail 15 bikes for resi.	16 bikes for retail 16 bikes for resi.
EV CHARGING STATIONS		13
1. NON RESIDENTIAL (1/50,000 SF)	1	1
1. RESIDENTIAL (1/50 DU)	8	8
3. SUSTAINIBILITY POINTS	0	4

TOTAL FIGURES

Total Resi NSF	301,931 SF
Total Resi GSF	361,013 SF
Resi Efficiency	84%
Total Units	371 Units
Avg. Unit Size	814 SF
Commercial NSF	25,588 SF
Total Parking Comm	148 Spaces
Total Parking Resi	905 Spaces
Total Parking Ratio (Resi)	1.36 Spaces
Project GFS	647,024 SF
Project FAR	403,752 SF
Project Floorplate	676,888 SF

UNIT MIX PER PROGRAM TYPE

UNIT TYPE		AREA (SF)	# OF UNITS	# OF BEDS	TOTAL	LEASEBLE AREA (SF)
STUDIO	B	551 SF	14	14 beds	42 Units	7,714 SF
	F	612 SF	14	14 beds		8,568 SF
	H	579 SF	7	7 beds		4,053 SF
	I	649 SF	7	7 beds		4,543 SF
			Sub-Total	42 beds	42 Units	24,878 SF
		Average Studio Unit Size			592 avg SF/du	
1 BR	A	725 SF	175	175 beds	224 Units	126,875 SF
	A1	843 SF	7	7 beds		5,901 SF
	G	837 SF	14	14 beds		11,718 SF
	K	766 SF	14	14 beds		10,724 SF
	L	725 SF	14	14 beds		10,150 SF
			Sub-Total	224 beds	224 Units	165,368 SF
		Average 1BR Unit Size			738 avg SF/du	
1 BR+D	A2	832 SF	7	7 beds	14 Units	5,824 SF
	A3	798 SF	7	7 beds		5,586 SF
			Sub-Total	14 beds	14 Units	11,410 SF
		Average 1BR + D Unit Size			815 avg SF/du	
2BR	C	1,020 SF	14	28 beds	91 Units	14,280 SF
	C1	1,209 SF	7	14 beds		8,463 SF
	D	1,202 SF	14	28 beds		16,828 SF
	E	1,097 SF	14	28 beds		15,358 SF
	J	1,015 SF	14	28 beds		14,210 SF
	J1	1,112 SF	28	56 beds		31,136 SF
			Sub-Total	182 beds	91 Units	100,275 SF
		Average 2BR Unit Size			1,102 avg SF/du	
TOTAL # OF UNITS				462 beds	371 Units	301,931 SF
OVERALL AVERAGE UNIT SIZE					814 avg SF/du	

DEVELOPMENT SUMMARY

UNIT TYPE		SF/UNIT	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	TOTALS	UNIT TOTAL
STUDIO	B	551 SF	2	2	2	2	2	2	2	14	42 Units
	F	612 SF	2	2	2	2	2	2	2	14	
	H	579 SF	1	1	1	1	1	1	1	7	
	I	649 SF	1	1	1	1	1	1	1	7	
										Sub-Total	42 Units
1BR	A	725 SF	25	25	25	25	25	25	25	175	224 Units
	A1	843 SF	1	1	1	1	1	1	1	7	
	G	837 SF	2	2	2	2	2	2	2	14	
	K	766 SF	2	2	2	2	2	2	2	14	
	L	725 SF	2	2	2	2	2	2	2	14	
										Sub-Total	224 Units
1BR+D	A2	832 SF	1	1	1	1	1	1	1	7	14 Units
	A3	798 SF	1	1	1	1	1	1	1	7	
										Sub-Total	14 Units
2BR	C	1,020 SF	2	2	2	2	2	2	2	14	91 Units
	C1	1,209 SF	1	1	1	1	1	1	1	7	
	D	1,202 SF	2	2	2	2	2	2	2	14	
	E	1,097 SF	2	2	2	2	2	2	2	14	
	J	1,015 SF	2	2	2	2	2	2	2	14	
	J1	1,112 SF	4	4	4	4	4	4	4	28	
										Sub-Total	91 Units
TOTAL # OF UNITS			53 Units	53 Units	53 Units	53 Units	53 Units	53 Units	53 Units	371 Units	
TOTAL UNIT (LEASEABLE) SF.			43,133 SF	43,133 SF	43,133 SF	43,133 SF	43,133 SF	43,133 SF	43,133 SF	301,931 SF	

PROJECT DATA	
EXISTING USE	VACANT
PROPOSED USE	MIXED USE
FUTURE LAND USE DESIGNATION	MIXED USE HIGH (MXH); 80 DU/Acre
SITE PROPERTY SIZE	3.71 AC / 161,789 SF
ZONING DISTRICT	MU-H, MIXED USE CORE (MU-C); 80 DU/Acre - HIGH DENSITY DOWNTOWN TRANSIT-ORIENTED DEVELOPMENT DISTRICT (DTODD) OVERLAY ZONE
PARCEL FOLIO NUMBER	08-43-45-27-02-000-0010; 08-43-45-27-03-000-0410
FEMA FLOOD CODE	AE 8

BUILDING SUMMARY	REQUIRED	PROVIDED
LOT AREA (acres)	1	3.71
LOT FRONTAGE, Minimum (ft.)	200	584
DENSITY FOR TOTAL SITE (UNITS / ACRE)	60(MIN) - 80(MAX)+25%	100 * 3.71 AC = 371
BUILDING DENSITY		371 UNITS
GROSS BUILDING AREA (SF)		647,024 GSF
COMMERCIAL AREAS (SF)		25,588 NSF
BUILDING HEIGHT	45' (MIN) - 150' (MAX)	8 STORIES (85')
FLOOR AREA RATIO	MIN 2.0 - MAX 4.0	403,752 SF / 161,789 SF = 2.50
CONSTRUCTION TYPE	I-A	
OCCUPANCY TYPE	DWELLING UNITS IN MIXED-USE BUILDINGS	R-2 (INCLUDING A-3)/ M
USABLE OPEN SPACE	2%	63,497.5 SF / 161,789 SF = 39.25%
VEHICULAR USE AREA		6,267.9 SF = 3.87%
BUILDING COVERAGE AREA - RESIDENTIAL AND RETAIL		59,228.6 SF = 36.61%
BUILDING COVERAGE AREA - GARAGE		27,154.6 SF = 16.78%
SIDEWALKS & PAVED AREA		36,408 SF = 22.5%
GREEN AREA		20,582.5 SF = 12.7%

UNIT MIX	QUANTITY	PERCENTAGE (%)
STUDIO	42	11.3%
1BR	224	60.4%
1BR+DEN	14	3.8%
2BR	91	24.5%
TOTAL	371	100%

SETBACKS	REQUIRED	PROVIDED
FRONT (NORTH)	0' PEDESTRIAN ZONE	30'-5"
FRONT (EAST)	0' PEDESTRIAN ZONE	12'-2"
FRONT (WEST)	0' PEDESTRIAN ZONE	18' 1"
SIDE (SOUTH)	0' PEDESTRIAN ZONE	21'-0"

*REFER TO MASTER PLAN

MECHANISM FEATURES	
1. ENERGY	
HEAT ISLAND REDUCTION	6
EFFICIENT COOLING	2
COOL ROOF	2
BUILDING COLOR	2
LIGHTING	1
ENERGY STAR APPLIANCES	2
2. RECYCLE AND WASTE REDUCTION	
RECYCLE STATION/DUMPSTER AREA	1
4. URBAN NATURE	
MINIMUM OPEN SPACE	4
5. TRANSPORTATION	
PARKING STRUCTURE	2
ELECTRIC CHARGING STATIONS	4
	28



OCEAN ONE
BOYNTON BEACH - FLORIDA

PROJECT ADDRESS:
1144 223 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA

OWNER:
HYPERION GROUP
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ISSUE #	DESCRIPTION	DATE

SITE PLAN APPROVAL
SHEET ISSUE DATE: FEBRUARY, 2023

SITE DATA

A0-04

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SITE DATA



LEGEND	
RETAIL	
AMENITIES	
RESIDENTIAL UNITS	
MECHANICAL ROOF	

NE VIEW

BOYNTON BEACH BLVD / NORTH FEDERAL HIGHWAY



OCEAN ONE
BOYNTON BEACH - FLORIDA

PROJECT ADDRESS
114 / 222 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA

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ISSUE #	DESCRIPTION	DATE

SITE PLAN APPROVAL
SHEET ISSUE DATE: FEBRUARY, 2023

MASSING STUDY

A0-05

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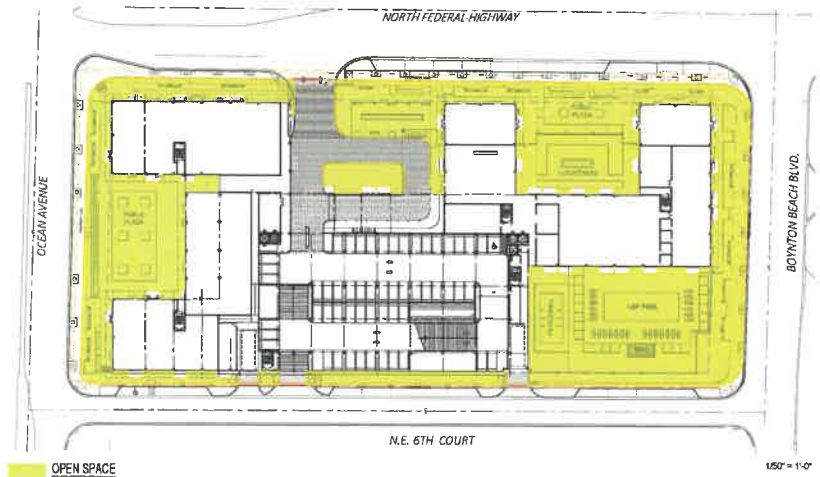
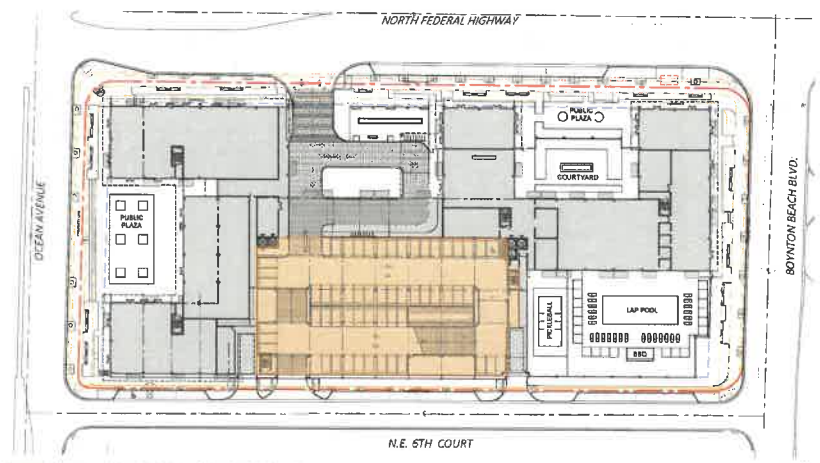
SITE PROPERTY SIZE: 161,789 SQFT



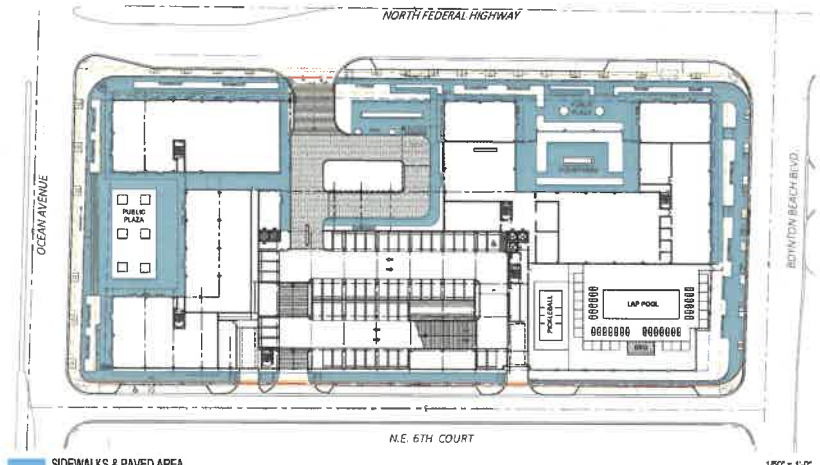
OPEN SPACE
63,497.5 SQ. FT.
39.25 %

VEHICULAR USE AREA
6,267.9 SQ. FT.
3.87 %

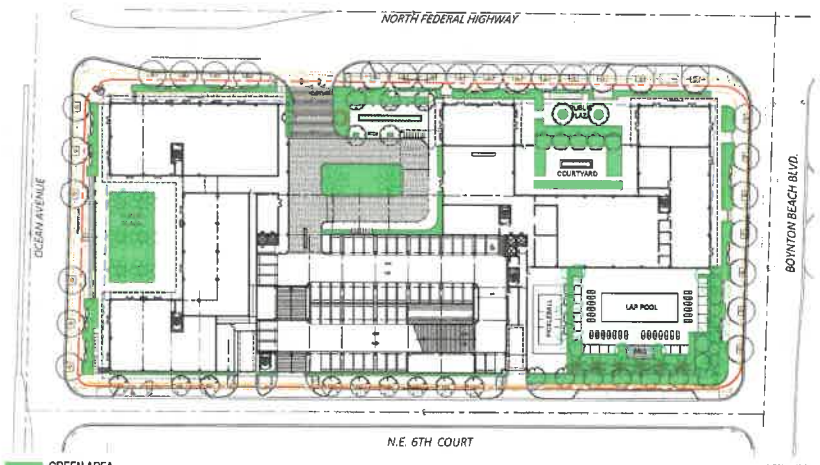


BUILDING COVERAGE AREA - RESIDENTIAL AND RETAIL
59,228.8 SQ. FT.
36.61 %

BUILDING COVERAGE AREA - GARAGE
27,154.6 SQ. FT.
16.78 %



SIDEWALKS & PAVED AREA
36,408.0 SQ. FT.
22.5 %



GREEN AREA
20,582.5 SQ. FT.
12.7 %

15 60
5' 30 100'



OCEAN ONE
BOYNTON BEACH - FLORIDA

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116 / 222 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA

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OFFICE REGISTRATION:

PROJECT NUMBER:

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MIAMI-DADE BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 1 10, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES.

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ISSUE #	DESCRIPTION	DATE

SITE PLAN APPROVAL
SHEET ISSUE DATE: FEBRUARY, 2023

VEHICULAR USE AREA & GREEN AREA CALCULATIONS

A0-06

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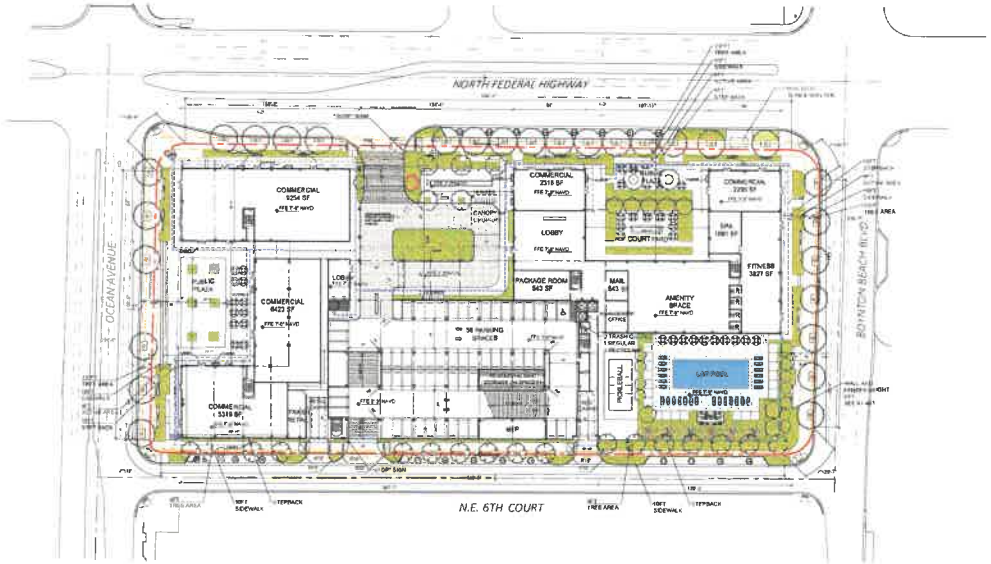
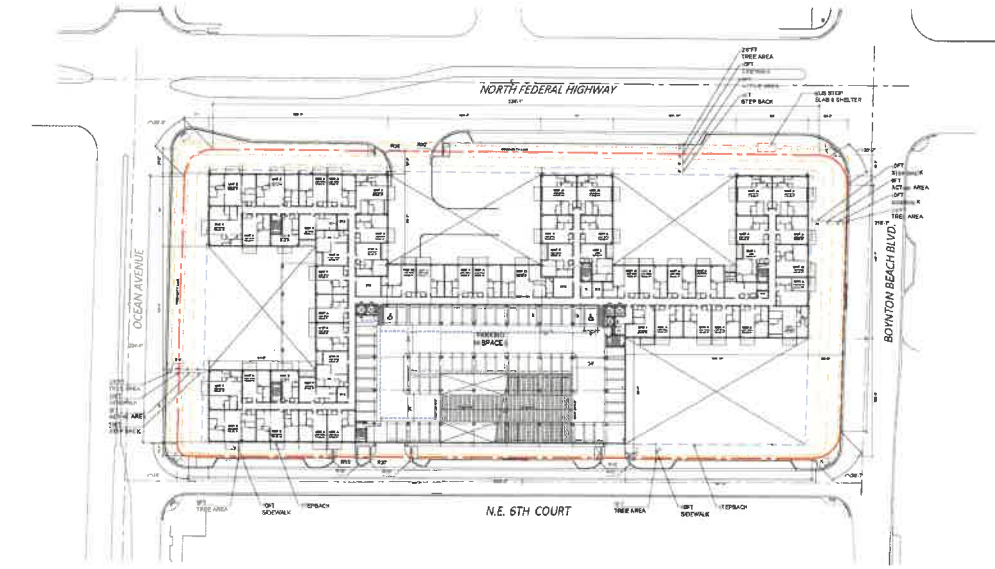


GROUND FLOOR
1/25" = 1'-0"

0' 30' 120'
10' 60' 200'



LEVEL 2
1/25" = 1'-0"

0' 30' 120'
10' 60' 200'

LEGEND

PUBLIC PEDESTRIAN CIRCULATION DIAGRAM

THE RETAIL USERS HAVE ACCESS TO THE GARAGE ON LEVELS 01 AND 02.
THE LEVELS ARE CONNECTED WITH 1 DEDICATED ELEVATOR, SERVING ONLY THESE 2 LEVELS
THE REGULAR CONNECTION BY THE STAIR WILL BE PROVIDED BY THE SOUTH-EAST STAIR,
WITH A DIRECT ACCESS TO NE 6TH COURT.

LEGEND

PUBLIC PEDESTRIAN CIRCULATION DIAGRAM



OCEAN ONE
BOYNTON BEACH - FLORIDA

PROJECT ADDRESS:
1147 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA

OWNER:
HYPERION GROUP
888 BISCAYNE BLVD, SUITE 101, MIAMI, FL 33132

ARQUITECTONICA
2900 OAK AVENUE, MIAMI, FLORIDA 33133
305.372.1812 TEL
305.372.1175 FAX
WWW.ARQUITECTONICA.COM

CIVIL ENGINEER
KIMLEY HORN
1800 S CONGRESS AVE #150
DELRAY BEACH, FLORIDA 33445

STRUCTURAL ENGINEER:

MEP ENGINEER:

LANDSCAPE ARCHITECT:
GEO ARQUITECTONICA
2900 OAK AVENUE, MIAMI, FLORIDA 33133
305.372.1812 TEL
305.372.1175 FAX

SEAL/SIGNATURE/DATE:
OFFICE REGISTRATION:

PROJECT NUMBER

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 110, FLORIDA BUILDING CODE AND CHAPTER 633, FLORIDA STATUTES

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ISSUE #	DESCRIPTION	DATE

SITE PLAN APPROVAL
SHEET ISSUE DATE: FEBRUARY, 2023

PUBLIC PEDESTRIAN CIRCULATION DIAGRAM

A0-10

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EXHIBIT "C"
Conditions of Approval

Project Name: Ocean One Major Site Plan Modification & Major Master Plan Modification
File number: MSPM 23-003 & MPMD 23-002
Reference: 3rd review of plans identified as a Major Site Plan Modification & Major Master Plan Modification with a February 21, 2023 Planning and Zoning Department date stamp marking.

DEPARTMENTS		INCLUDE	REJECT
ENGINEERING			
Comments:			
1.	Show all existing and proposed easements on all plans (including civil, site, and landscaping plans), including the required 10' utility easement for portions of the lot adjacent to a street per Article VIII Utility and Infrastructure Design Standards LDR Ch. 4, Art. VIII, Sec. 3.B.4.	X	
2.	Provide the following on plans: (a) 50' dimension and lane width dimensions on plan (Sheet A0-02), (b) Extend curbing to parking stall #7, (c) Remove parking stall #54 as it does not meet 9' x 18' CRA parking dimensions (d) Provide typical parking stall dimensions on site plan and garage plans.	X	
3.	A re-platting of the property shall be required. Any existing easements located on the property not proposed to be retained shall be vacated.	X	
4.	Prior to permitting, easements for proper drainage shall be provided where necessary at a width adequate to accommodate the drainage facilities. A minimum width of twelve (12) feet shall be provided for underground storm drainage installations.	X	
5.	Prior to permitting, demonstrate on the site plan, civil plan and landscape plan how the clear line of sight as required by code shall be maintained at all intersections and driveways. A restriction shall be defined on the plat and landscaping plan prohibiting construction or plantings over two (2) foot six (6) inches high on corner lots within a safe sight distance based on the crown elevation of the street.	X	
6.	Prior to permitting, provide an approval letter from FDOT for the on-street parking.	X	
7.	Prior to permitting, provide FDOT ROW dedication for sidewalks.	X	
8.	Prior to permitting, provide FDOT ROW dedication for 10' of right of way along North Federal Highway	X	
9.	Prior to permitting, obtain approval from Palm Tran for the proposed bus shelter and stop location.	X	

	DEPARTMENTS	INCLUDE	REJECT
10.	An addressing plan shall be submitted and approved by City's Addressing Committee.	X	
11.	At the expense of the developer, a diver shall inspect the 72" drainage under NE 6th Ct. prior to the commencement of the vertical construction and after the completion of the vertical construction. Both the pre and post dive shall be video recorded and the findings presented in a report within 30 days following the inspection. Developer shall be responsible for any damage caused by construction activities.	X	
12.	At the time of permitting, please provide specific details on how the footer will be built to prevent damaging the City's 72" RCP storm pipe.	X	
13.	Upon completion of the site improvements, the developer shall be responsible for the cost and installation of ¾" Type S-III asphalt and pavement restriping for the full width of Boynton Beach Blvd., from Federal Hwy eastern edge of pavement to the concrete header curb forming the paver crosswalk at NE 6th Ct.	X	
14.	At time of permitting, drainage plans and calculations in accordance with the 2010 LDR, Chapter 4, Article VIII, Section 3.G. will be required at which point a more in depth review will be made.	X	
15.	The developer shall be responsible to replace all existing street lights along Federal Hwy with FPL 37' concrete poles and replace existing street lights along Ocean Ave., NE 6th Ct. and Boynton Beach Blvd. with FPL 20' aluminum poles. The poles shall be of a design acceptable to the City's Engineering department.	X	
16.	The developer shall underground all existing overhead lines within and adjacent to the subject project. Easements shall be coordinated with requisite utility authorities and shall be provided for the installation of underground utilities or relocating existing facilities in conformance with the respective utility authority's rules and regulations. The developer shall make necessary cost and other arrangements for such underground installations with each of the persons, firms, or corporations furnishing utility service involved.	X	
17.	Please note that changes or revisions to these plans may generate additional comments. Acceptance of these plans during the DART (Development Application Review Team) process does not ensure that additional comments may not be generated by the commission and at permit review.	X	
	PUBLIC WORKS / UTILITIES		

DEPARTMENTS	INCLUDE	REJECT
Comments:		
18. The applicant is required to extend the water main to Boynton Beach Blvd in order to accommodate a fire hydrant branch of an allowable length.	X	
19. The developer is responsible to replace the portion of the 20" force main along the property line on NE 6th Court in order to connect to the City's Master Lift Station 356.	X	
20. Ensure all required easements are provided per Land Development Regulations Chapter 4, Article VII, Section 3.B.4	X	
21. Revise the plans so that the Double Detector Check Valve (DDCV) and the meter assembly along NE 6th Court are located outside of the sidewalk in an area which does not impact pedestrian and vehicular circulation.	X	
22. At time of permitting, a general Hold Harmless Agreement is required for all Boynton Beach utilities located under the sidewalk.	X	
23. The developer is responsible to upsize the water lines at NE 6th Court, E Ocean Avenue, and N Federal Hwy in order to provide adequate pressure and fire protection for the project.	X	
FIRE		
Comments: None. All previous comments acknowledged at DART meeting.		
POLICE		
Comments:		
24. Consider adding center arms and skate blocks to benches to deter sleeping and damage from skateboard traffic.	X	
BUILDING		
Comments: None. All previous comments acknowledged at DART meeting.		
PUBLIC ART		
Comments:		
25. Move the western-most mahogany on East Ocean at least 12 feet to east to ensure that the sculpture at the southwest corner of the site at East Ocean and North Federal Hwy is not obstructed from view.	X	
26. Provide up-lighting for the sculpture at the southwest corner of the site at East Ocean and North Federal Hwy.	X	
27. Provide adequate lighting for all proposed artwork.	X	

DEPARTMENTS		INCLUDE	REJECT
PLANNING AND ZONING			
Comments:			
28.	The application requests must be publicly advertised in accordance with Ordinances 04-007 and 05-004. An affidavit with attachments (ownership list, radius map, and copy of mailing labels) is required to be provided to the City Clerk and Planning & Zoning one (1) week prior to the first public hearing.	X	
29.	Approval of the Major Master Plan and Site Plan applications are contingent upon the approval of the concurrent Community Design Appeals (CDPA 23-001, CDPA 23-002, CDPA 23-003, CDPA 23-004, CDPA 23-005, CDPA 23-009).	X	
30.	Approval of the Major Master Plan and Site Plan applications are contingent upon the approval of the School Capacity Availability Determination (SCAD) application. At time of permit, please submit a letter of approval for the SCAD application.	X	
31.	Any revised plans developed to address conditions of approval which substantially change the architectural or site design will first be required to obtain the applicable Master Plan Modification and/or Site Plan Modification prior to permitting.	X	
32.	Revise all applicable plans (including elevations) to modify the architecture, location of art, or site to reduce any potential conflicts between required public art and architectural features.	X	
33.	Expand the width of the entire active area in front of the middle commercial space (which begins approximately 180-200 feet south of the northern property line) from five (5) feet to eight (8) feet.	X	
34.	Revise the landscape plan to include 3 flowering shrub species on both sides of the project entrance.	X	
35.	At time of permitting, all proposed fences and walls on the site will be reviewed by staff for compliance with the Land Development Regulations.	X	
36.	The developer shall comply with the City's residential parking requirements to ensure that designated resident parking spaces are reserved for, and made available to the residents to minimize the use of the retail parking spaces by residents. This requirement shall be monitored and enforced by the developer.	X	
37.	The building shall have an appropriate and fully integrated rooftop architectural treatment which substantially screens all mechanical equipment, stairs, and elevator towers. All rooftop equipment must be completely screened from view at a minimum distance of 600 feet. At the time of permitting, provide an updated line of sight drawing(s) showing compliance with this requirement.	X	
38.	At time of permit, revise the building elevations to provide for the variation of height along the roof line. Increase the height of the roof line break at strategic locations.	X	

DEPARTMENTS		INCLUDE	REJECT
39.	A Sign Program is required to be submitted and approved prior to the approval of any sign permits for the project.	X	
40.	The applicant shall provide the quantity of on-street parking on North Federal Highway, and NE 6th Court as depicted on the site plan.	X	
41.	The applicant shall dedicate a 10' x 30' easement and place, at their cost, a bus shelter designed utilizing architectural elements, materials, and colors matching the proposed building along Federal Highway.	X	
42.	All charging stations proposed on-site shall be "level-two (2)" or greater power charging stations capable of servicing two (2) parking spaces.	X	
43.	All street trees shall be set in a flexible pavement material acceptable to the City.	X	
44.	Prior to permitting, ensure all sight visibility triangles are clear of obstructions as per City Code. Adjust the wall along NE 6th Ct at the parking garage to not encroach the visibility triangle.	X	
	COMMUNITY REDEVELOPMENT AGENCY		
Comments: None.			
	PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None.			
	CITY COMMISSION CONDITIONS		
45.	The applicant shall identify and commit to operational strategies to minimize residential overflow parking, including developing a parking management plan.	X	
46.	The applicant shall continue discussions with the City to potentially include public parking options on-site.	X	
47.	The applicant voluntarily agrees to contribute $30,000.00 to the City for purposes of a Downtown Parking Master Plan study within 60 days of the Development Order approval.	X	

EXHIBIT "B"

PROPOSAL

TIRFA Term Sheet

January 10, 2024

Following are terms pursuant to which a Tax Increment Revenue Financing Agreement ("TIRFA") will be drafted and executed between BB1 Development LLC ("Developer") and the Boynton Beach Community Redevelopment Agency ("BBCRA").

Project:	Developer is developing the Project, a mixed-use development including 371 residential units as well as approximately 25,000 SF of retail/commercial space. The Project will add thousands of permanent and temporary jobs as well as millions of dollars in benefits to the City of Boynton Beach as outlined in the report by Fishkind Litigation Services.
Open Space:	The Project has approximately 21,000 SF of green space and 36,000 SF of sidewalks and paved areas including a public plaza with outdoor seating connecting to the commercial space, accounting for over 35% of the total site area.
Residential Units:	Of the 371 total units, over 200 are housing units below 750 SF, which is a category of housing encouraged by the Boynton Beach zoning code for the purpose of providing a broader range of housing attainable at different income levels.
Energy Efficiency:	The Project is incorporating green elements into the design such as energy efficient air conditioners, cool roof pavers, energy efficient LED lighting fixtures and 100% Energy Star rated appliances.
Community Outreach:	Developer will be partner with a local community outreach partner in order to coordinate on issues pertaining to employment of City residents and jobs. BB1 and the community outreach partner will host a job fair, when feasible give priority to qualified job applicants to participate in the construction of the Project and use good faith efforts to offer permanent job positions resulting from the Project to qualified City residents.
Public Parking:	BB1 received feedback from members of the public and local neighborhood groups/associations to help accommodate additional parking in downtown Boynton Beach. BB1 worked with its consultants to identify an additional 32 parking spaces that were not previously approved in the Project. The public parking spaces within the parking structure will be 90 parking spaces within the second floor of the Garage, Additionally, there will be another10 surface parking spaces on NE 6th Court and 10 surface parking

	spaces on U.S. 1 (if approved by FDOT), for a total of 110 public parking spaces (the "New Public Parking Spaces"). BB1 will be responsible for installing, managing and metering the New Public Parking Spaces.
Parking Revenue Share:	Developer shall distribute to the CRA in perpetuity 20% of any revenue collected for the metered Public Parking on an annual basis upon completion of Construction.
Infrastructure:	Developer shall complete the public infrastructure items as shown in Exhibit A.
Construction Start:	Developer agrees to commence construction of the Project by September 30, 2025.
Annual Report:	Developer shall provide an annual performance report for the Project to the BBCRA from commencement of construction through TCO. Such report will include usage and collection of parking revenue for Public Parking.
Tax Increment Financing:	Commencing upon the temporary certificate of occupancy ("TCO"), Developer will receive an annual payment equal to 95% of the total tax increment revenue received by the BBCRA generated by the project for a twelve (12) year term, not to exceed a total of $9.9 million (the "TIRFA Amount"). (Tax Increment Revenue is further defined in the Tax Increment Revenue Funding Agreement for the project.)
Assignability:	This Agreement may only be assigned by the Developer to record owners of the Property with the prior written consent of the BBCRA, which consent shall not be unreasonably withheld After substantial completion of the Project, this Agreement may be transferred by the Developer; provided, however, that any assignee thereto shall specifically assume all of the obligations of the Developer under this Agreement.
Termination:	The TIRFA shall automatically terminate upon the cap of $9.9 million being reached or within five (5) years of the Effective Date if Developer has not completed construction of the Project; or on September 30, 2025, if the Developer has failed to commence construction of the Project.
Waiver/Indemnification:	The BBCRA will not be responsible for any property damages or personal injury sustained by Developer from any cause whatsoever related to the Development of the Project. Developer shall also indemnify, save and hold harmless the BBCRA, its agents or its

employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against the BBCRA.

EXHIBIT "C"

PURCHASE AND DEVELOPMENT AGREEMENT AND FIRST AMENDMENT

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 OCEAN ONE BOYNTON, LLC (hereinafter, "PURCHASER").

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 Property which consists of a parcel located in Palm Beach County, Florida as more particularly described as follows (hereinafter, the "Property"):

See Attached Exhibit "A."

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property shall be Ten Dollars ($10.00), receipt of which is hereby acknowledged. The parties agree that SELLER is conveying the Property to PURCHASER for the construction of a mixed- use development as set forth in the Site Plan attached hereto as **Exhibit "B."** (the "Development Project"). SELLER has complied with Section 163.380, Florida Statutes, in proceeding with the sale of the Property to PURCHASER.

3. DEPOSIT. $1,000.00, to be paid to Closing Agent as hereinafter defined within five (5) days of the Effective Date, which shall be nonrefundable unless otherwise provided herein, and shall be credited against Buyer's costs at closing.

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

5. CLOSING. The purchase and sale transaction contemplated herein shall close within sixty (60) days from the Effective Date of this Agreement, unless extended by other provisions of this Agreement or by written agreement, signed by both parties. Notwithstanding the foregoing, the Closing shall occur no later than one year from the Effective Date.

6. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER, by Special Warranty Deed in a form substantially in accordance with **Exhibit "C"** attached hereto, and 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 (hereinafter defined), to which PURCHASER fails to object.

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

7. INVESTIGATION OF THE PROPERTY. Within thirty (30) days of the Effective Date ("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 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 investigations, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER'S sole and absolute discretion, to terminate this contract. 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) 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 (without representation or warranty), at no cost, all reports and other work generated as a result of the PURCHASER'S testing and investigation (other than proprietary information prepared solely by Purchaser). 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 arising out of PURCHASER'S investigation of the Property. PURCHASER'S obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

7.1 Seller's Documents. SELLER shall deliver to PURCHASER the following documents and instruments within five (5) days of the Effective Date of this Agreement: 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, if any.

7.2 Title Review. Within thirty (30) days of the Effective Date ("Title Investigation Period"), 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 an amount to be determined 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 the end of the Title Investigation 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, SELLER shall have thirty (30) days to attempt to cure and remove the PURCHASER'S Title Objections (hereinafter "Cure Period"). It is understood by the parties that SELLER shall have no obligation to incur costs or initiate legal proceedings to address PURCHASER'S Title Objections. In the event that SELLER is unable 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, or (ii) accepting the Title to the Property as of the time of Closing or (iii) canceling and terminating this Agreement, in which case, the Deposit, if any, 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 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.

7.3 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 that there are encroachments on the Property or that improvements located on the Property encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable governmental regulations, the same shall constitute a title defect and shall be governed by the provisions of Section 7.2 concerning title objections.

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

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

8.2 Condition of Property. The Property is being sold in as-is condition.

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, regarding the Property, which has not been disclosed, prior to closing, and accepted by PURCHASER.

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

9. 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:

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, consistent with Section 6 of this Agreement.

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 or any other document reasonably required by the Title Company, the same shall be deemed an uncured Title Objection.

9.3 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.

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. Taxes and assessments, if any, 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.

10.2 Closing Costs. PURCHASER shall pay for documentary stamps on the deed, recording the deed and all general closing expenses (settlement fee, courier fees, overnight packages, etc.). Each party shall be responsible for their own attorneys' fees. The PURCHASER shall be responsible for the payment of the survey and the title insurance searches and policies.

10.3 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 designated by PURCHASER, the Closing

Documents. The Closing Agent shall, at Closing, 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.

10.4 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.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES.

11.1 Seller's Representations and Warranties. SELLER hereby represents, covenants and warrants to PURCHASER, as of the Effective Date and as of the Closing Date, as follows:

11.2 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.

11.3 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. DEFAULT.

12.1 Purchaser's Default. In the event that this transaction fails to close solely due to PURCHASER's refusal to close, and such failure to close is not a result of SELLER's default or a title/survey defect, subject to the provisions of Paragraph 12.3 below, SELLER may terminate this Agreement and be entitled to retain the Deposit, following which neither PURCHASER nor SELLER shall have any further obligations 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. The failure of PURCHASER to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement.

12.2 Seller's Default. In the event that SELLER shall fail to fully and timely perform any of its obligations or covenants hereunder or if any of SELLER'S representations are untrue or inaccurate, then, notwithstanding anything to the contrary contained in this Agreement, PURCHASER may, at its option: (1) declare SELLER in default under this Agreement by notice delivered to SELLER, in which event PURCHASER may (i) seek an action for specific performance; or (ii) terminate this Agreement, wherein the full deposit shall be returned to PURCHASER and neither Party shall have any further rights hereunder.

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 in this Section 12.

12.4 Survival. The provisions of this Section 12 shall survive the termination of this Agreement.

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

If to Seller:
Boynton Beach Community Redevelopment Agency
Interim Executive Director, Michael Simon
710 N. Federal Highway
Boynton Beach, Florida 33435

With a copy to:
Tara Duhy, Esq.
Lewis, Longman & Walker, P.A.
515 North Flagler Drive
Suite 1500
West Palm Beach, Florida 33401

If to Buyer:
William Morris
Ocean One Boynton, LLC
777 E. Atlantic Avenue, #100
Delray Beach, FL 33483

Mr. Davis Camalier
1629 K Street N.W.
Suite 1200
Washington, DC 20006

Mr. Michael Ross
9804 S. Military Trail
Suite E11
Boynton Beach, FL 33436

With a copy to: Gary S. Dunay, Esq.
Dunay, Miskel and Backman, LLP
14 SE 4th Street, #36
Boca Raton, FL 33432

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. This Agreement may not be assigned, sold, or otherwise transferred to any other entity without prior, written permission by the CRA, which permission shall not be unreasonably withheld.

15. 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 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.

16. 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, SELLER'S indemnification obligations shall not exceed the statutory limits provided within Section 768.28, Florida Statutes, and CRA does not otherwise waive its sovereign immunity rights. The provisions of this Section shall survive Closing or termination of this Agreement.

17. 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. In addition, SELLER has not received any notices of any violation of environmental condition or other notices of violation of municipal ordinances.

18. DEVELOPMENT AND SALE OF THE PROPERTY. SELLER and PURCHASER acknowledge that the Property is being sold to PURCHASER for the sole purpose of developing a mixed-use project at the northeast corner of Boynton Beach Boulevard and Federal Highway.

18.1 Seller Design Approval. The PURCHASER and SELLER acknowledge, that the SELLER has reviewed the Site Plan and finds the Site Plan acceptable and consistent with the CRA Redevelopment Plan.

18.2 Development Timeline. The City has approved PURCHASER's Site Plan. PURCHASER agrees to diligently and continuously pursue approval of all other necessary approvals until the first building permit has been issued for the Development Project.

PURCHASER agrees to commence construction of the Development Project within two (2) years from the Effective Date of the Tax Increment Revenue Finance Agreement attached hereto as **Exhibit "D,"** (hereinafter "Construction Commencement Period") Once the first building permit is issued for the Development Project, PURCHASER agrees to diligently and continuously pursue completion of construction of the Development Project, subject to force majeure and other matters beyond the reasonable control of PURCHASER. If PURCHASER fails to commence construction within the timeframe set forth herein, PURCHASER shall be obligated to commence construction of a public plaza (the "Plaza") on the Property containing benches, walkways and landscaping in accordance with **Exhibit "E,"** attached hereto and made a part hereof by reference no later than twelve (12) months after the expiration of the Construction Commencement Period. The Special Warranty Deed shall include a restriction consistent with the requirements of this Section in a form substantially in accordance with **Exhibit "C"** attached hereto.

18.3 Survival. The provisions of this Section 18 shall survive the termination of this Agreement.

19. MISCELLANEOUS.

19.1 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 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.

19.2 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. For purposes of this Agreement, Business Days shall mean Monday through Friday but shall exclude state and federal holidays.

19.3 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.

19.4 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.

19.5 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 so long as the rights and obligations of the Parties contained in this Agreement are not materially prejudiced and the intentions of the Parties can continue to be achieved. To that end, this Agreement is declared severable.. The provisions of this Section shall apply to any amendment of this Agreement.

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

19.7 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.

19.8 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.

19.9 Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the CRA 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.

19.10 Recording. This Agreement may be recorded in the Public Records of Palm Beach County, Florida.

19.12 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.

19.13 Public Records. SELLER is public agency subject to Chapter 119, Florida Statutes. The PURCHASER shall comply with Florida's Public Records Law. Specifically, the PURCHASER shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the SELLER in order to perform the service;

b. 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;

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 SELLER, at no cost, all public records in possession of the PURCHASER 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 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 THE PURCHASER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 737-3256; 710 North Federal Highway, Boynton Beach, FL 33435; or BoyntonBeachCRA@bbfl.us.

19.14 Right of First Refusal.

a. Prior to a "Termination Event" (as defined below) Purchaser hereby grants to Seller a right of first refusal to purchase the Property pursuant to the terms and conditions set forth in this Section 19.14 ("Right of First Refusal"):

(i) If Purchaser receives an offer to purchase the Property as part of a separate and isolated transaction and not as part of an offer to purchase the Property in conjunction with any other parcel owned by Purchaser or an affiliate of Purchaser, pursuant to a written contract or letter of intent, Purchaser shall give Seller notice of the offer by delivering a copy of the contract or letter of intent to Seller ("Notice").

(ii) Upon receipt of Notice, Seller shall place the Notice on the next regularly scheduled CRA Board meeting. Within five (5) days of the CRA Board meeting where the Notice is considered, Seller shall either waive or exercise its right of first refusal. If Seller elects to exercise its right of first refusal, Seller shall, within ten (10) days after receipt of the Notice, deliver to Purchaser an agreement to purchase the Property for ten (10) dollars and an amount equal to the cost of any improvements made to the Property by Purchaser and upon receipt by the Purchaser of the

foregoing from the Seller. Purchaser and Seller shall enter into a Purchase and Sale Agreement.

(iii) If Seller fails to exercise or waive its right of first refusal in accordance with the terms and conditions stated herein, within ten (10) days after receipt of the Notice, then Seller's right of first refusal shall be deemed to have been waived.

b. This Right of First Refusal shall terminate upon the issuance of a certificate of occupancy, certificate of completion or other equivalent certification for the Development Project issued by the applicable governmental authority for improvements made to the Property (a "Termination Event"). Upon a Termination Event, this Right of First Refusal shall terminate and have no further force or effect.

c. This Right of First Refusal shall only apply to an offer to purchase the Property as a separate and isolated transaction and shall not apply to any offer received by Purchaser to purchase the Property in conjunction with any other Property owned by Purchaser or an affiliate of Purchaser.

d. Additionally, this Right of First Refusal shall not apply to:

(i) a sale or transfer by any bank, life insurance company, federal or state savings and loan association or real estate investment trust which acquires title to the Property as a result of owning a mortgage upon the Property or a portion of the Property and whether title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings;

(ii) a sale by any such institution which so acquires title;

(iii) a sale or transfer of interests in the Property or to Purchaser to a partnership, joint venture or other business arrangement over which Purchaser shall retain management control or shall be a partner, member or joint venturer or other substantial interest holder; or

(iv) any transfer of title to the Property or portion thereof at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execute sale, foreclosure sale, judicial sale or tax sale.

e. The provisions of this Section 19.14 shall survive closing and delivery of the deed of conveyance of the Property and notice of Seller's rights hereunder shall be recorded in the public records of Palm Beach County, Florida pursuant to a Memorandum of Right of First Refusal. The Memorandum and the rights under this paragraph shall terminate automatically and without further action upon a Termination Event.

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

BUYER

OCEAN ONE BOYNTON, LLC

By: _____

Print Name: F. Davis Carradine

Title: Authorized Signor

Date: 1/9/18

Witnesses: _____

Michael Ross

SELLER

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____

Print Name: Steven B. Grant

Title: Chair

Date: 1/16/18

Witnesses: _____

Michael Simon

Approved as to form and legal sufficiency:

_____

CRA Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1 AND 2, EXCEPT THE EAST 25.00 FEET THEREOF AND EXCEPT THE WEST 25.00 FEET THEREOF, AS SHOWN UPON THE PLAT ENTITLED "AGREEMENT PLAT", SHOWING PROPERTY IN THE NORTHWEST QUARTER (N.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST, IN THE TOWN OF BOYNTON BEACH, FLORIDA, WHICH PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 2; LESS RIGHT OF WAY CONVEYED TO THE STATE OF FLORIDA, AS MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 584, PAGE 180, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID LANDS SITUATE LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND COVENANTS OF RECORD, IF ANY, TO THE EXTENT THAT SAME ARE VALID AND ENFORCEABLE.

DESCRIPTION: (TAKEN FROM SPECIAL WARRANTY DEED DATED OCTOBER 3, 1960 IN OFFICIAL RECORD BOOK 564, PAGE 180)

LOTS 1 AND 2, AGREEMENT PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 2 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING ALSO DESCRIBED AS LOTS 1 AND 2, FUNK BROS. ADDITION PER PLAT BOOK 2, PAGE 13; WHICH LIES WITHIN 50.00 FEET EASTERLY OF THE WEST LINE OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST;

AND

THAT PART OF THE AFOREMENTIONED LOT 1 OF AGREEMENT PLAT, WHICH IS INCLUDED IN THE EXTERNAL AREA FORMED BY A 12 FOOT RADIUS ARE TANGENT TO THE NORTH LINE OF SAID LOT (BEING 15.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 27), AND TANGENT TO A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 27.

SUBJECT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 5; SAID PARTS CONTAINING 0.062 OF AN ACRE, MORE OR LESS.

AND

LESS AND EXCEPT ADDITIONAL ROAD RIGHT OF WAY FOR N.E. 2ND AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, AGREEMENT PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 2 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA: THENCE RUN SOUTH 89 DEGREES 45' 09" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 37.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF N.E. 2ND AVENUE AS NOW LAID OUT AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 45' 09" EAST ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE NORTH LINE OF

LOT 1, A DISTANCE OF 254.12 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.E. 6TH COURT AS NOW LAID OUT; THENCE RUN SOUTH 01 DEGREES 23' 56" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 54.89 FEET TO A POINT OF CURVATURE, CONCAVE TO THE NORTHWEST SAID CURVE HAVING A RADIAL BEARING OF SOUTH 88 DEGREES 36' 04" WEST; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 40.02 FEET TO THE POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 42' 50", A CHORD BEARING OF NORTH 47 DEGREES 15' 21" WEST AND A CHORD DISTANCE OF 35.88 FEET; THENCE RUN SOUTH 86 DEGREES 53' 14" WEST, A DISTANCE OF 41.94 FEET TO A POINT; THENCE RUN NORTH 76 DEGREES 26' 58" WEST, A DISTANCE OF 50.34 FEET; THENCE RUN NORTH 89 DEGREES 45' 09" WEST, A DISTANCE OF 129.70 FEET TO A POINT OF CURVATURE CONCAVE TO THE SOUTHWEST; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 31.87 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 5 (FEDERAL HIGHWAY) AS NOW LAID OUT; SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 17' 55", A CHORD BEARING OF SOUTH 44 DEGREES 35' 53" WEST AND A CHORD DISTANCE OF 28.60 FEET; THENCE RUN NORTH 01 DEGREES 03' 04" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 29.69 FEET TO A POINT OF CURVATURE TO THE NORTHEAST; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 19.12 FEET TO THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 17' 55", A CHORD BEARING OF NORTH 44 DEGREES 35' 54" EAST AND A CHORD DISTANCE OF 17.16 FEET.

EXHIBIT "B"

DEVELOPMENT PROJECT SITE PLAN

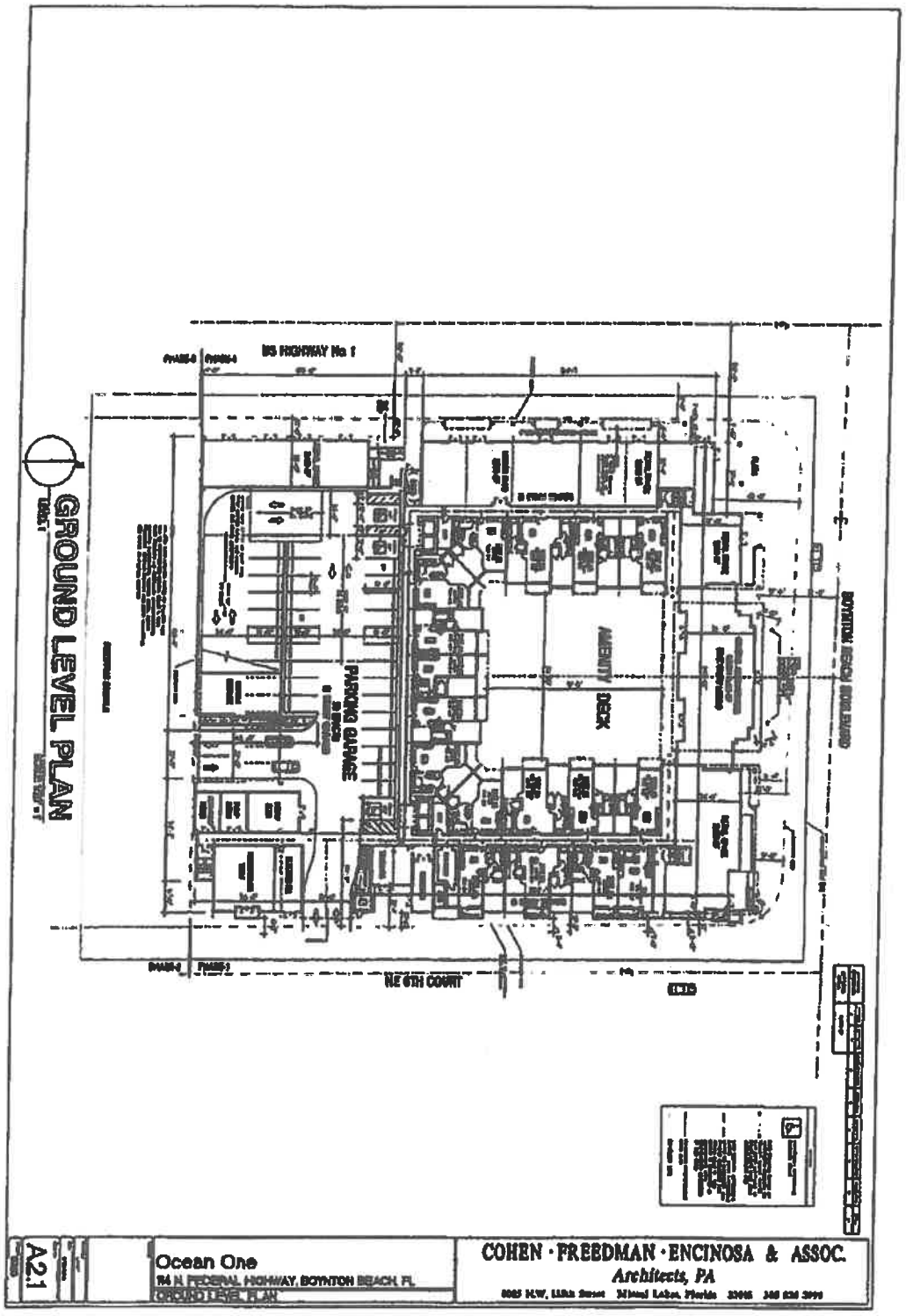
GROUND LEVEL PLAN
US HIGHWAY No 1
PARKING GARAGE
AMENITY DECK
NE 6TH COURT
BOYNTON BEACH BOULEVARD
A2.1
Ocean One
114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL
GROUND LEVEL PLAN
COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA

EXHIBIT "C"
SPECIAL WARRANTY DEED

RECORD & RETURN TO;
Gary S. Dunay, Esq.
Dunay, Miskel and Backman, LLP
14 SE 4th Street, #36
Boca Raton, FL 33432

Property Control No. _____

SPECIAL WARRANTY DEED

This Indenture, made this ____ day of _____, _____ Between Boynton Beach Community Development Agency, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, having a mailing address of 710 N. Federal Highway, Boynton Beach, FL 33432, Grantor and _____, a _____, having a mailing address of 1629 K Street, NW Suite 1200, Washington, DC 20006 , Grantee.

WITNESSETH, that the Grantor for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Palm Beach, State of Florida (the "Property"), to wit:

SEE EXHIBIT "A" ATTACHED HERETO

The Property conveyed herein is subject to the following restriction:

The Property set forth on Exhibit "A" shall be included with the adjacent property already owned by Grantee as referenced on Exhibit "B" and together are hereinafter collectively referred to as the "Project." Grantee has received approval from the City of Boynton Beach for the site plan, attached hereto as Exhibit "C," (hereinafter the "Project") and shall diligently and continuously undertake commercially reasonable efforts to obtain all necessary approvals for the Project from the City of Boynton Beach, Florida. Grantee shall commence construction for the development of the Project within twenty-four (24) months from the Effective Date of the Tax Increment Revenue Funding Agreement attached hereto as Exhibit "D," (the "Construction Commencement Period"). For purposes of this Special Warranty Deed, the term "commence construction" shall mean obtaining an official permit in hand for any of the construction activities contained herein and beginning to actually demolish, excavate or prepare the site for development of the applicable phase of the Project in accordance with the City Code and continuing until completion of construction of the Project or Phase of the Project as applicable in accordance with the Florida Building Code.

In the event Grantee fails to commence construction for the development of the Project as provided for above, Grantee shall be obligated to commence construction of a public plaza (the "Plaza") on the Property containing benches, walkways, landscaping, irrigation and lighting in accordance with the provisions of Exhibit "E."

Notwithstanding the foregoing, if at any time thereafter, Grantee commences construction of the Project in accordance with the site plan approved by the City of Boynton Beach, Grantee may abandon construction of, or demolish the construction of the Plaza in order to construct the Project. Once the Project has been substantially completed, this restriction shall terminate and be of no further force or effect.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Boynton Beach Community Development Agency

By:_____
Name:
Title:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

_____
Witness #2 Signature

_____
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by _____, as _____ of Boynton Beach Community Development Agency, who is personally known to me or who produced a driver's license as identification.

_____
Notary Public

SPECIAL WARRANTY DEED EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

LOTS 1 AND 2, EXCEPT THE EAST 25.00 FEET THEREOF AND EXCEPT THE WEST 25.00 FEET THEREOF, AS SHOWN UPON THE PLAT ENTITLED "AGREEMENT PLAT", SHOWING PROPERTY IN THE NORTHWEST QUARTER (N.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST, IN THE TOWN OF BOYNTON BEACH, FLORIDA, WHICH PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 2; LESS RIGHT OF WAY CONVEYED TO THE STATE OF FLORIDA, AS MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 564, PAGE 180, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID LANDS SITUATE LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND COVENANTS OF RECORD, IF ANY, TO THE EXTENT THAT SAME ARE VALID AND ENFORCEABLE.

DESCRIPTION: (TAKEN FROM SPECIAL WARRANTY DEED DATED OCTOBER 3, 1960 IN OFFICIAL RECORD BOOK 564, PAGE 180)

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AND

THAT PART OF THE AFOREMENTIONED LOT 1 OF AGREEMENT PLAT, WHICH IS INCLUDED IN THE EXTERNAL AREA FORMED BY A 12 FOOT RADIUS ARE TANGENT TO THE NORTH LINE OF SAID LOT (BEING 15.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 27), AND TANGENT TO A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 27.

SUBJECT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 5; SAID PARTS CONTAINING 0.062 OF AN ACRE, MORE OR LESS.

AND

LESS AND EXCEPT ADDITIONAL ROAD RIGHT OF WAY FOR N.E. 2ND AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, AGREEMENT PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 2 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE RUN SOUTH 89 DEGREES 45' 09" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 37.28 FEET TO A POINT ON THE SOUTH RIGHT

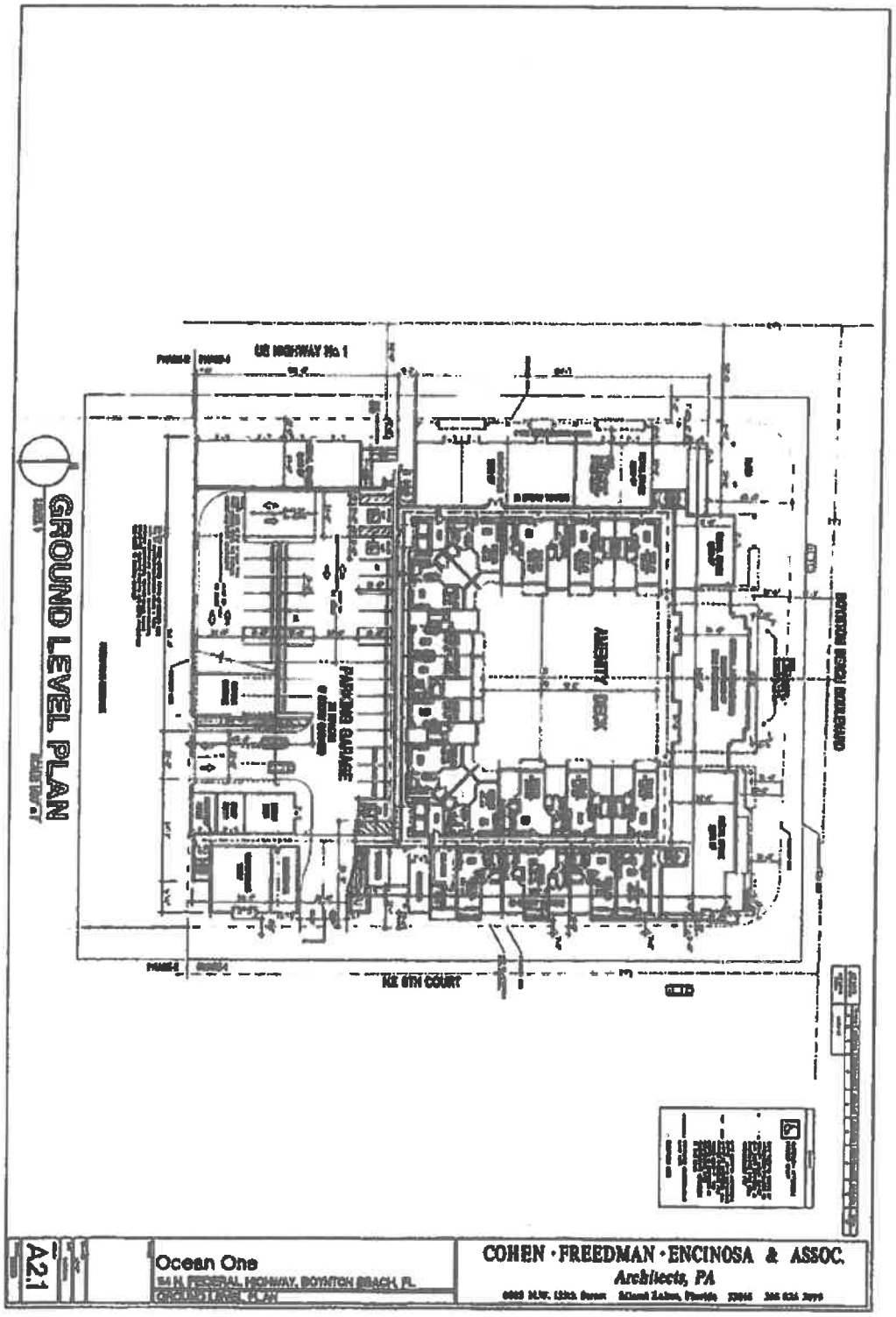
OF WAY LINE OF N.E. 2ND AVENUE AS NOW LAID OUT AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 45' 09" EAST ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 254.12 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.E. 6TH COURT AS NOW LAID OUT; THENCE RUN SOUTH 01 DEGREES 23' 56" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 54.89 FEET TO A POINT OF CURVATURE, CONCAVE TO THE NORTHWEST SAID CURVE HAVING A RADIAL BEARING OF SOUTH 88 DEGREES 36' 04" WEST; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 40.02 FEET TO THE POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 42' 50", A CHORD BEARING OF NORTH 47 DEGREES 15' 21" WEST AND A CHORD DISTANCE OF 35.88 FEET; THENCE RUN SOUTH 86 DEGREES 53' 14" WEST, A DISTANCE OF 41.94 FEET TO A POINT; THENCE RUN NORTH 76 DEGREES 26' 58" WEST, A DISTANCE OF 50.34 FEET; THENCE RUN NORTH 89 DEGREES 45' 09" WEST, A DISTANCE OF 129.70 FEET TO A POINT OF CURVATURE CONCAVE TO THE SOUTHWEST; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 31.87 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 5 (FEDERAL HIGHWAY) AS NOW LAID OUT; SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 17' 55", A CHORD BEARING OF SOUTH 44 DEGREES 35' 53" WEST AND A CHORD DISTANCE OF 28.60 FEET; THENCE RUN NORTH 01 DEGREES 03' 04" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 29.69 FEET TO A POINT OF CURVATURE TO THE NORTHEAST; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 19.12 FEET TO THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 17' 55", A CHORD BEARING OF NORTH 44 DEGREES 35' 54" EAST AND A CHORD DISTANCE OF 17.16 FEET.

SPECIAL WARRANTY DEED EXHIBIT "B"
GRANTEE'S EXISTING PROPERTY

Lot 41, DEWEY'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 1, at Page 37, of the Public Records of Palm Beach County, Florida, less and except the East 25 feet and less and except that part lying within 50 feet of the West line of Section 27, Township 45 South, Range 43 East, Palm Beach County, Florida, and further less and except that part lying within 45 feet of the center line of State Road 804 and also further less and except that part included in the external area of a 10 foot radius arc which is tangent to a line parallel to and 25 feet West of the East line of Lot 41 and to a line parallel to and 45 feet North of the center line of State Road 804; said lands situate, lying and being in Palm Beach County, Florida.

Lots 3 through 6, inclusive, FUNK BROTHERS ADDITION, according to the Plat thereof, as recorded in Plat Book 2, at Page 13, of the Public Records of Palm Beach County, Florida, less and except the East 25 feet and the West 50 feet thereof, for Road Rights of Way; said lands situate, lying and being in Palm Beach County, Florida, in accordance with Agreement Plat (Plat Book 10, Page 2).

SPECIAL WARRANTY DEED EXHIBIT "C"
PROJECT SITE PLAN


GROUND LEVEL PLAN
US HIGHWAY No. 1
PARKING GARAGE
AMENITY DECK
NE 6TH COURT
A2.1
Ocean One
GROUND LEVEL PLAN
COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA

SPECIAL WARRANTY DEED EXHIBIT "D"
TAX INCREMENT REVENUE FINANCE AGREEMENT

TAX INCREMENT REVENUE FUNDING AGREEMENT

This Tax Increment Revenue Funding Agreement (hereinafter "Agreement") entered into as of the _____ day of _____, 2017, by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter referred to as "CRA"), with a business address of 710 North Federal Highway, Boynton Beach, Florida 33435,

and

OCEAN ONE BOYNTON, LLC, a Florida limited liability company, with a business address of c/o Washington Real Estate Partners, LLC, 9804 South Military Trail, Suite E-11, Boynton Beach, FL 33436 (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, Developer intends to construct the Project which will include a minimum of 231 multi-family units with related amenities and approximately 8,575 square feet of commercial space as depicted in the Site Plan attached hereto as **Exhibit "A,"** (hereinafter referred to as the "Project"); and

WHEREAS, the CRA has determined that the Project furthers the Boynton Beach Community Redevelopment Plan; and

WHEREAS, Developer has the knowledge, ability, skill, and resources to effectuate the construction and development of the Project; and

WHEREAS, the CRA has determined that a public-private partnership in which the CRA provides Tax Increment Revenue Funding for the Project will further the goals and objectives of the Community Redevelopment Plan;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties hereby acknowledge, the Parties Agree as follows:

Section 1. Incorporation. The recitals above and all other information above are hereby incorporated herein as if fully set forth.

Section 2. Definitions. As used in this Agreement, the following terms shall have the following meanings, which shall apply to words in both the singular and plural forms of such words:

2.1. **"Base Year"** mean the base year for determining Tax Increment Revenue from the Project.

2.2 **"Benchmarks"** shall be the various percentage thresholds of occupancy of the 8,575 commercial/retail space for any year of the Phase I Term as set forth in Paragraph 5.1.6.

2.3 **"Certificate of Occupancy"** means the certificate issued by the City pursuant to the City of Boynton Beach Building and Zoning Code indicating that a building or structure complies with all applicable City of Boynton Beach Building and Zoning Code requirements and that the same may be used for the purposes stated therein.

2.4. **"City"** means the City of Boynton Beach, Florida.

2.5. **"Commencement of Construction"** or **"Commence Construction"** means obtaining an official permit in hand for any of the construction activities contained herein and beginning to actually demolish, excavate or prepare the site for development of the applicable phase of the Project in accordance with the City Code and continuing until completion of construction of the Project or Phase of the Project as applicable in accordance with the Florida Building Code.

2.6 **"Community Outreach Partner"** means the for-profit or non-profit group or organization selected by Developer with whom Developer shall coordinate on the issues and obligations in this Agreement pertaining to employment of City residents and jobs for Locally Owned Small Businesses.

2.7 **"Contractor"** means a general contractor, a subcontractor or any other business entering into a contract with the Developer related to the construction of the Project or part thereof.

2.8 **"Effective Date"** shall mean the date the last party to this Agreement executes this Agreement.

2.9 **"Good Faith Effort"** is considered to have been made when the respective parties have used reasonable means to comply with the associated directives and/or provisions set forth in this Agreement.

2.10 **"Grey Shell"** means an unfinished interior, lacking heating, ventilating, air conditioning, lighting, plumbing, ceilings, elevators, interior walls, etc. and ready for tenant improvements.

2.11 **"Locally Owned Small Businesses"** means any business that is wholly owned by individuals who reside in the City. If a business is owned by a corporation, then the corporation must be wholly owned by individuals who reside in the City. If the business is owned by a partnership or limited liability company, then at least 20% of its partners or members must reside in the City.

2.12 **"Minimum Living Wage"** means the hourly rate that an individual must earn to support his or her family if they are the sole provider and are working full time (2,080 hours per year) in accordance with Palm Beach County Code Chapter 2, Article IV, Division 3 (the Palm Beach County Living Wage Ordinance), as amended.

2.13 "Nationally Recognized High Performance Green Building Rating System" means any one of the following: the Florida Green Building Coalition (FGBC) Standards, the Green Building Initiative's (GBI) Green Globe rating system, the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) Standards, or the National Association of Homebuilders (NAHB) National Green Building Standards (NGBS).

2.14 "Pledged Project Increment Revenue" means an amount calculated by multiplying Tax Increment Revenue from the applicable phase of the Project by agreed upon percentage factor as provided for in this Agreement.

2.15 "Property" means the property subject to this Agreement upon which the Project shall be developed as more particularly described in **Exhibit "B,"** hereto.

2.16 "Site Plan" shall mean the approved Site Plan attached hereto as Exhibit "A," approved by the City of Boynton Beach, file # NWSP 16-002.

Section 3. Developer's Obligations and Covenants.

3.1 Construction of the Project. Developer agrees to Commence Construction of the Project within two (2) years of the Effective Date of this Agreement.

3.1.1 The Project shall conform to the Site Plan and shall include the following, which shall hereinafter be referred to as "Phase I Improvements:":

a. Developer shall construct a minimum of 231 multi-family residential units with related amenities.

b. Developer shall construct a minimum of 8,575 square feet of commercial/retail space;

c. Developer shall construct Parking Improvements, conceptually depicted on **Exhibit "C,"** hereto, consisting, at a minimum of Fifty (50) public parking spaces ("Public Parking") that shall be restricted for public use and that shall not be available to the Phase I residential units. The Parking Improvements may consist of structured parking, surface parking, valet parking, mechanical parking, shared parking or any other means as allowed under local city ordinance. Upon completion of the Public Parking, Developer and the CRA shall enter into a Parking Management Agreement to establish the maintenance responsibilities of the CRA for the Public Parking. If a Parking Management Agreement is not negotiated and executed by the Parties within one year of the completion of construction of the Public Parking, either party may request binding arbitration to complete the terms of the Agreement.

d. Construction of the multi-family residential units for the Project shall be in compliance with, qualify for and receive Florida Green Building Certification.

c. Prior to and during the construction of the Project, the Developer shall :

- Hire a job placement consultant during the construction period of this Agreement;
- Host a job fair;
- Give priority to Contractors that are Locally Owned Small Businesses to participate in the construction of Phase I of the Project;
- Include in all contracts with Contractors requirements that the Contractors use Good Faith Efforts to hire and train City residents to participate in the construction of Phase I of the Project;
- Provide a list of job positions and descriptions to the Community Outreach Partner and agree to give priority to qualified job applicants referred by the Community Outreach Partner to participate in the construction of Phase I of the Project;
- Use Good Faith Efforts to offer permanent job positions resulting from Phase I of the Project to qualified City residents;
- Notify and refer job training and job placement opportunities to the Boynton Beach Community High School and South Tech Academy in Boynton Beach in the event each are able and willing to provide such training; and
- Pay or cause to be paid new hires in all permanent positions residing within the City a minimum of the Living Wage.

Section 4. Annual Performance Report. Developer shall annually provide the CRA with an Annual Performance Report for the Project indicating the status of Developer's compliance with the requirements of this Agreement as set forth in Sections 3 and 5 of this Agreement and evidencing that Developer has paid all property taxes for the Property for the preceding year. Such report must be submitted to the CRA no later than the last day of April for the preceding year in a form substantially in accordance with the form attached hereto as **Exhibit "D."**

Section 5. Certification Requirements.

5.1 As a condition precedent to its receipt of any Pledged Project Increment Revenue pursuant to this Agreement:

5.1.1 Developer must have taken all steps necessary to divide the Property into two separate parcels such that the Phase I Property and the Phase II Property have been assigned individual Parcel Control Numbers by the Palm Beach County Property Appraiser

and these Parcel Control Numbers have been placed on the Palm Beach County tax rolls and assigned taxable value prior to the Base Year for each Phase; and

5.1.2 Developer must have timely provided its Annual Performance Report , providing evidence of compliance with the requirements of this Agreement as set forth below and evidencing that Developer has paid all property taxes for the preceding year; and

5.1.3 Upon receipt of the Annual Performance Report. 2, the CRA shall review and approve the Annual Performance Report at the next available CRA meeting as meeting the requirements in Section 4 above and certifying Developer's compliance with all conditions precedent for receiving Pledged Increment Revenue for that Phase I, which approval shall not be unreasonably withheld :

5.1.4 The CRA has received Tax Increment Revenues from the completed Phase I Improvements subsequent to the Base Year; and

5.1.5 Developer shall not be entitled to any Pledged Project Increment Revenue payments if the Developer has failed to meet its obligations under this Agreement or is otherwise in default under the terms of this Agreement and has failed to sufficiently cure the default as provided for herein after appropriate notice of such default has been given. There is no obligation by the CRA to disburse the Direct Incentive Funding during any cure period or in the event the Developer is in default of this Agreement so long as, once a default is cured, Developer shall continue to receive their Direct Incentive Funding for the Project up to the Pledged Project Increment Revenue and any time periods for performance hereunder shall be extended for the same period of time needed to cure the default.

5.1.6 Should Developer fail to meet the Benchmarks set below regarding occupancy of 8,575 square feet of commercial/retail space (the "Commercial/Retail Space") for any year of the Phase I Term, Developer's percentage of the Pledged Increment Revenue to be paid to Developer shall be reduced by 10% for that year of the Phase I Term.

a. Developer must certify that 25% of the Commercial/Retail Space has been occupied by commercial/retail tenants by at least the third year of the Phase I Term as defined herein. Once the 25% threshold is obtained, whether it be in the first, second or third year, the threshold shall be deemed satisfied forever, even if in the future the actual amount occupied thereafter is less than 25%. Accordingly, as long as Developer did not default under any commercial lease and continues in good faith to re-market the property for lease, once the 25% threshold is achieved, Developer shall be entitled to the Pledged Increment Revenue for the year in which the 25% threshold is achieved and each year thereafter during the Phase I Term unless a greater Benchmark is achieved;

b. Developer must certify that 50% of the Commercial/Retail Space has been occupied by commercial/retail tenants by at least the sixth year of the Phase I Term as defined herein. Once the 50% threshold is obtained, whether it be in any year

prior to the end of the sixth year of the Phase I Term, the threshold shall be deemed satisfied forever, even if in the future the actual amount occupied thereafter is less than 50%. Accordingly, as long as Developer did not default under any commercial lease and continues in good faith to re-market the property for lease, once the 50% threshold is satisfied, Developer shall be entitled to the Pledged Increment Revenue for the year in which the 50% threshold is achieved and each year thereafter during the Phase I Term unless a greater Benchmark is achieved; and

c. Developer must certify that 70% of the Commercial/Retail Space has been occupied by the commercial/retail tenants by at least the eighth year of the Phase I Term as defined herein. Once the 70% threshold is obtained, whether it be in any year prior to the end of the eighth year of the Phase I Term, the threshold shall be deemed satisfied forever, even if in the future the actual amount occupied thereafter is less than 70%. Accordingly, as long as Developer did not default under any commercial lease and continues in good faith to re-market the property for lease, once satisfied, Developer shall be entitled to the Pledged Increment Revenue for year in which the 70% threshold is achieved and each year thereafter during the Phase I Term.

5.2 Certification.

5.2.1 Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.1a. and 3.1.1.b. of this Agreement by providing a Certificate of Occupancy for all residential components of the Phase I Improvements and Certificate of Completion for all nonresidential components of the Phase I Improvements from the City of Boynton Beach indicating the 100 percent completion of all Phase I Improvements and demonstrating that the taxable value of all Phase I improvements have been placed on the Palm Beach County tax rolls for the Phase I Property.

5.2.2 Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.1.c of this Agreement by demonstrating that it has constructed the Public Parking and by documenting signage and other means by which these Public Parking spaces are clearly reserved for use by the public and excluded from use by multifamily and commercial units that are part of the Project.

5.2.3 Developer shall confirm in its Annual Performance Report that it has met its obligation under Section 3.1.1.d of this Agreement by providing proof of receipt of Florida Green Building Certification.

5.2.4 Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.1.e of this Agreement by:

a. Demonstrating that it hired and utilized the services of a job placement consultant and by reporting the job placement consultant's activities during construction of Phase I of the Project:

b. Demonstrating that it held a job fair; and

c. Requiring all Contractors covered by the terms of this Agreement to provide annual copies of its records, reports or any other information necessary to monitor compliance with the provisions of Section 3.1.1e of this Agreement and require all Contractors to submit annual payrolls to the Developer that include the following information pertaining to all Locally Owned Small Business hired to work on or for Phase I of the Project: name, address and the number of hours worked for the period, until a Certificate of Occupancy is issued for at least 90% of the residential units of Phase I of the Project.

Section 6. Pledged Project Increment Revenue.

6.1 Formula and Term.

6.1.1 The amount of the Pledged Project Increment Revenue to be paid Developer pursuant to this Agreement is based on the following formula:

a. Developer shall receive Pledged Project Increment Revenue for Phase I Improvements for a term of eight (8) consecutive years, beginning the year Developer demonstrates it has met all conditions precedent to receiving Pledged Project Increment Revenue as provided in Sections 3, 4, and 5 of this Agreement for the Project and upon final certification of tax assessments within the CRA District by the Palm Beach County Property Appraiser for the preceding year (hereinafter the "Phase I Term"). The amount of Pledged Project Increment Revenue due to Developer during the Phase I Term shall be determined pursuant to the following formula:

For Years 1 – 7 of the Phase I Term, Developer shall receive Seventy-five percent (75%) of the Pledged Project Increment Revenues actually received by the CRA; and

For Year 8 of the Phase I Term, Developer shall receive Fifty percent (50%) of the Pledged Project Increment Revenues actually received by the CRA.

b. The Base Year for determining Tax Increment Revenue from the Project shall be as follows:

For the Phase I Term, the year prior to commencement of construction of Phase I Improvements on the Property.

6.2 No Prior Pledge of Pledged Project Increment Revenues. The CRA warrants and represents that the Pledged Project Increment Revenues are not the subject of any prior pledge by the CRA and agrees that such revenues shall not be assigned, pledged, hypothecated or secured by the CRA for the period covered by term of this Agreement.

6.3 **Form of Payment.** Payment of shall be in the form of a CRA check made payable to the Developer. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Developer, either wholly or in part, and no payment shall be construed to relieve Developer of obligations under this Agreement or to be an acceptance of faulty or incomplete rendition of Developer's obligations under this Agreement.

Section 7. Notice and Contact. Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested. The use of electronic communication is not considered as providing proper Notice pursuant to this Agreement.

If to CRA, such notice shall be addressed to:

Michael Simon, Interim Executive Director
Boynton Beach Community Redevelopment Agency
710 North Federal Highway,
Boynton Beach, Florida 33435

With a copy to:

Tara W. Duhy, Esq.
Lewis, Longman & Walker, P.A.
515 North Flagler Drive
Suite 1500
West Palm Beach, Florida 33401

If to Developer, such notice shall be addressed to:

Mr. Michael Ross
Ocean One Boynton, LLC
c/o Gulfstream Property Management
9804 South Military Trial
Suite E-11
Boynton Beach, FL 33436

Mr. William Morris
Southcoast Advisors, LLC
777 E. Atlantic Avenue
Suite 100
Delray Beach, FL 33483

F. Davis Camalier
Washington Real Estate Partners
1629 K Street N.W.

Suite 1200
Washington, DC 20006

With a copy to:

Bonnie Miskel, Esq.
Gary S. Dunay, Esq.
Dunay, Miskel and Backman, LLP
14 SE 4th Street
Suite 36
Boca Raton, FL 33432

Section 8. Default. The failure of Developer to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. If Developer fails to cure the default within thirty (30) days of notice from the CRA, the CRA may terminate this Agreement and all obligations for payment of Pledged Project Increment Revenue to Developer shall cease.

Section 9. Termination. Unless earlier terminated pursuant to the terms herein, this Agreement shall automatically terminate upon the last disbursement of Pledged Project Increment Revenue to Developer for the Project, or within two (2) years of the Effective Date if the Developer has failed to commence construction of the Phase I Improvements subject to force majeure. Either Party may elect to terminate this Agreement by providing 45 days written notice to the other Party upon one or more of the following occurrences:

a. The default of either Party, if such default is not cured within the time prescribed by this Agreement;

b. The Parties enter into a mutually agreed upon, written Addendum, the effect of which is to terminate this Agreement.

Section 10. Miscellaneous Provisions.

10.1 Waiver. The CRA shall not be responsible for any property damages or personal injury sustained by Developer from any cause whatsoever related to the development of the Project, whether such damage or injury occurs before, during, or after the construction of the Project or the term of this Agreement. Developer 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 Developer. **This waiver, discharge, and release specifically include negligence by the CRA, its agents, or its employees, to the fullest extent the law allows.**

10.2 Indemnification. Developer 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 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 (including equipment

installation and removal) of Developer. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require Developer to indemnify the CRA for its own 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.

10.3 Assignment. This Agreement may only be assigned by the Developer to record owners of the Property with the prior written consent of the CRA, which consent shall not be unreasonably withheld, provided, however, that any assignee hereto shall specifically assume all of the obligations of the Developer under this Agreement.

10.4 Successors and Assigns. The CRA and Developer each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the Developer.

10.5 No Discrimination. Developer shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

10.6 No Partnership, Etc. Developer 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 Developer is an independent contractor and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance under this Agreement.

10.7 Public Records: The CRA is a public agency subject to Chapter 119, Florida Statutes. Developer shall comply with Florida's Public Records Law. Specifically, the Developer shall:

a. Keep and maintain public records required by the CRA to perform the public services provided for 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 this chapter 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 for the duration of the contract term and following completion of the contract if Developer does not transfer the records to the CRA.

d. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of Developer or keep and maintain public records required by the CRA to perform the service. If Developer transfers all public records to the public agency upon completion of the contract, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer 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.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 710 North Federal Highway, Boynton Beach, Florida 33435; or BoyntonBeachCRA@bbfl.us.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

10.12 Independent Advice. 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.

10.13 Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be achieved. To that end, this Agreement is declared severable.

10.14 Voluntary Waiver of Provisions. The CRA may, in its sole and absolute discretion, waive any requirement of Developer contained in this Agreement.

10.15 Compliance with Laws. In its performance under this Agreement, Developer shall comply with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations.

10.16 Effective Date. This Agreement will become effective upon the date and time the last party executes this Agreement.

10.17 Survival. The provisions of this Agreement regarding public records, indemnity, and waiver shall survive the expiration or termination of this Agreement and remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES

OCEAN ONE BOYNTON, LLC
a Florida limited liability company

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **OCEAN ONE BOYNTON, LLC**, and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of **OCEAN ONE BOYNTON, LLC**, for the use and purposes mentioned herein and that the instrument is the act and deed of **OCEAN ONE BOYNTON, LLC**. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2017.

My Commission Expires:

_____
Notary Public, State of Florida at Large

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[CRA SIGNATURE ON FOLLOWING PAGE]

WITNESSES

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

_____ By: _____
Print Name: _____ Steven Grant, CRA Board Chair

_____
Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Steven Grant as Board Chair of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, for the use and purposes mentioned herein and that the instrument is the act and deed of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY. He/she is personally known to me or has produced _____as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2017.

My Commission Expires: _____
Notary Public, State of Florida at Large

Exhibit "A"

(Project)

(see attached)

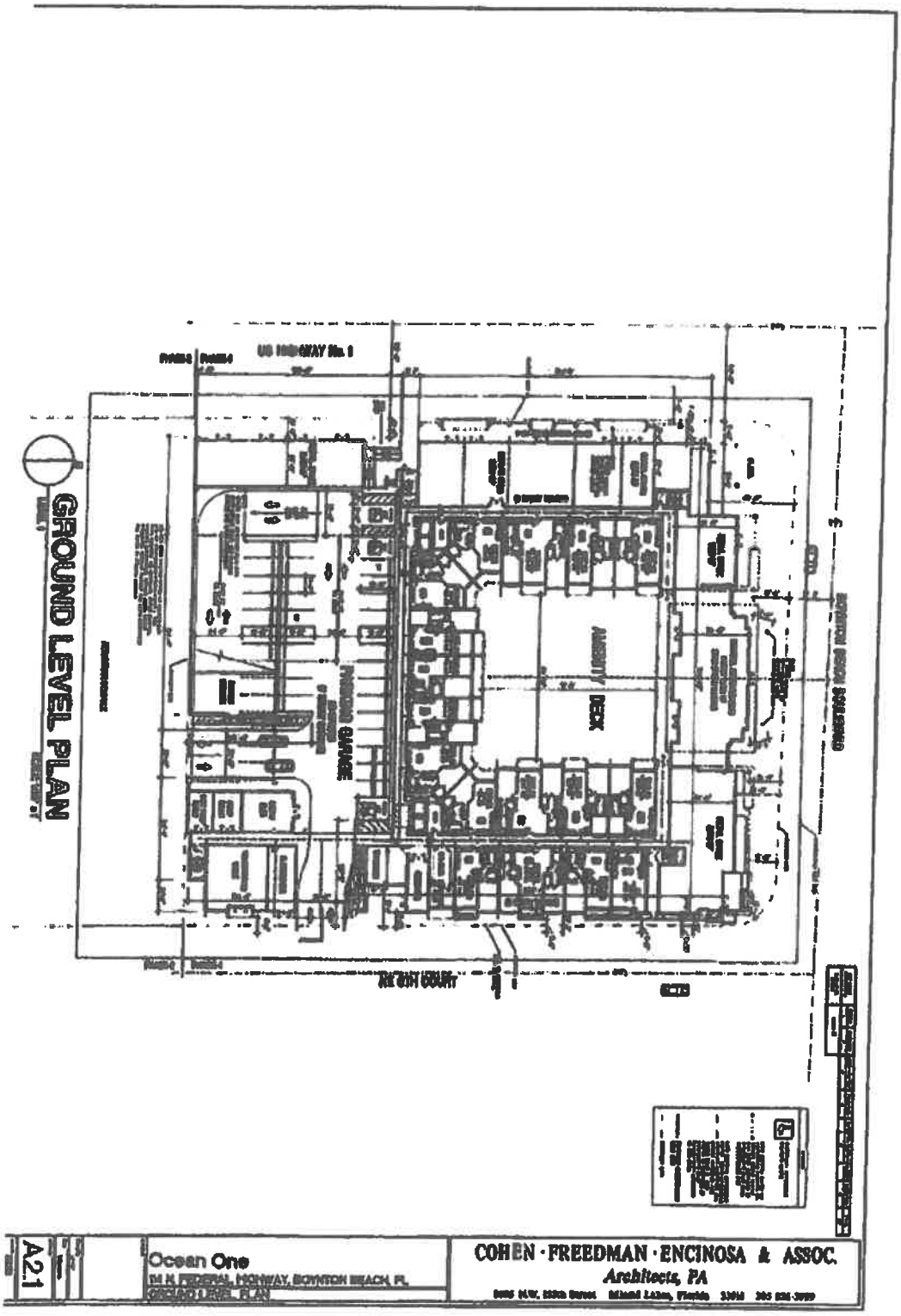
GROUND LEVEL PLAN
AMENITY DECK
PARKING GARAGE
RE 6TH COURT
A2.1
Ocean One
COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA

Exhibit "B"

(Property)

(see attached)

PERIMETER
SURVEYING & MAPPING
Certificate of Authorization No. LB7264
847 Clint Moore Road
Boca Raton, Florida 33487
Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

OCEAN ONE - PHASE 1

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, INCLUDING PORTIONS OF LOTS 1 THROUGH 6, "FUNK BROS. ADDITION TO THE TOWN OF BOYNTON", AS RECORDED IN PLAT BOOK 2 AT PAGE 13 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 41 "DEWEY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 1 AT PAGE 37 OF SAID PUBLIC RECORDS, ALL IN ACCORDANCE WITH THE "AGREEMENT PLAT", AS RECORDED IN PLAT BOOK 10 AT PAGE 2, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 89°55'38" EAST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 86.08 FEET; THENCE SOUTH 00°04'22" EAST, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°55'38" EAST, A DISTANCE OF 216.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°20'52", A DISTANCE OF 38.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°43'30" EAST, ALONG A LINE 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 1 THROUGH 6 AND THE EAST LINE OF SAID LOT 41, A DISTANCE OF 287.77 FEET; THENCE SOUTH 88°37'13" WEST, A DISTANCE OF 268.22 FEET; THENCE NORTH 01°23'00" WEST, ALONG A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 292.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°18'38", A DISTANCE OF 39.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 83,950 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 27, HAVING A BEARING OF NORTH 01°23'00" WEST, ACCORDING TO THE STATE PLANE COORDINATE SYSTEM, STATE OF FLORIDA, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name:	OCEAN ONE		Date: 08/28/2017
Job No.:	04175	Drawn By: JSH	
		Check By: TD	SHEET 1 OF 2

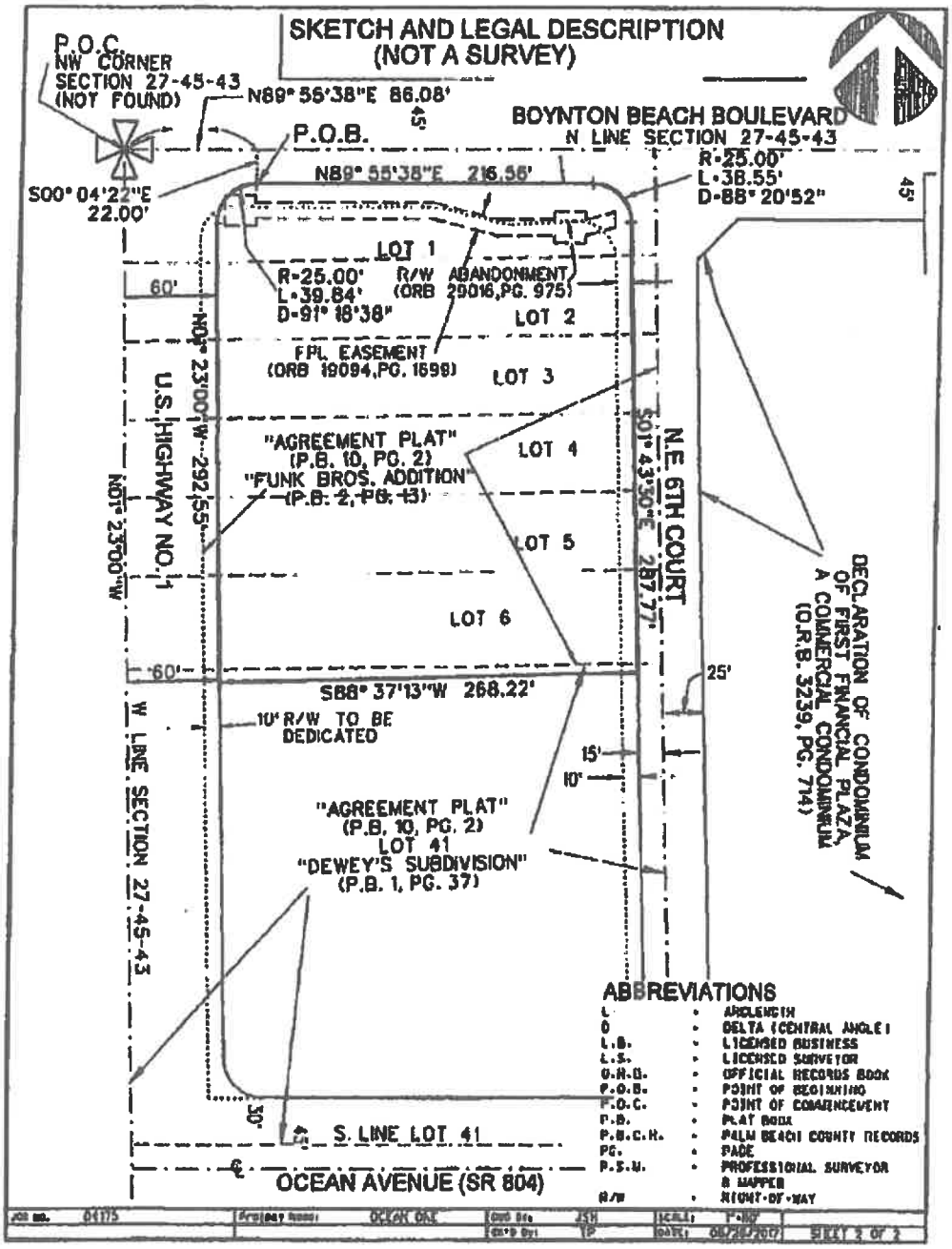
SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)
P.O.C.
NW CORNER
SECTION 27-45-43
(NOT FOUND)
N89° 56'38"E 86.08'
P.O.B.
BOYNTON BEACH BOULEVARD
N LINE SECTION 27-45-43
S00° 04'22"E
22.00'
N89° 56'38"E 216.56'
R=25.00'
L=38.55'
D=88° 20'52"
45'
LOT 1
R=25.00'
L=39.84'
D=91° 18'38"
R/W ABANDONMENT
(ORB 29016,PG. 975)
60'
LOT 2
FPL EASEMENT
(ORB 19094,PG. 1698)
LOT 3
N01° 23'00"W 292.55'
U.S. HIGHWAY NO. 1
"AGREEMENT PLAT"
(P.B. 10, PG. 2)
"FUNK BROS. ADDITION"
(P.B. 2, PG. 13)
LOT 4
S01° 43'50"E 287.77'
N.E. 6TH COURT
LOT 5
LOT 6
60'
S88° 37'13"W 268.22'
25'
10' R/W TO BE
DEDICATED
15'
10'
"AGREEMENT PLAT"
(P.B. 10, PG. 2)
LOT 41
"DEWEY'S SUBDIVISION"
(P.B. 1, PG. 37)
DECLARATION OF CONDOMINIUM
OF FIRST FINANCIAL PLAZA,
A COMMERCIAL CONDOMINIUM
(O.R.B. 3239, PG. 714)
W LINE SECTION 27-45-43
30'
S. LINE LOT 41
OCEAN AVENUE (SR 804)
ABBREVIATIONS
L = ARCLENGTH
Δ = DELTA (CENTRAL ANGLE)
L.B. = LICENSED BUSINESS
L.S. = LICENSED SURVEYOR
O.R.B. = OFFICIAL RECORDS BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK
P.B.C.R. = PALM BEACH COUNTY RECORDS
PG. = PAGE
P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
R/W = RIGHT-OF-WAY
JOB NO. 04175
PROJECT NAME: OCEAN ONE
DWG BY: JSH
CK'D BY: TP
SCALE: 1"=80'
DATE: 08/28/2007
SHEET 2 OF 2

Exhibit "C"

(Public Parking)

(see attached)

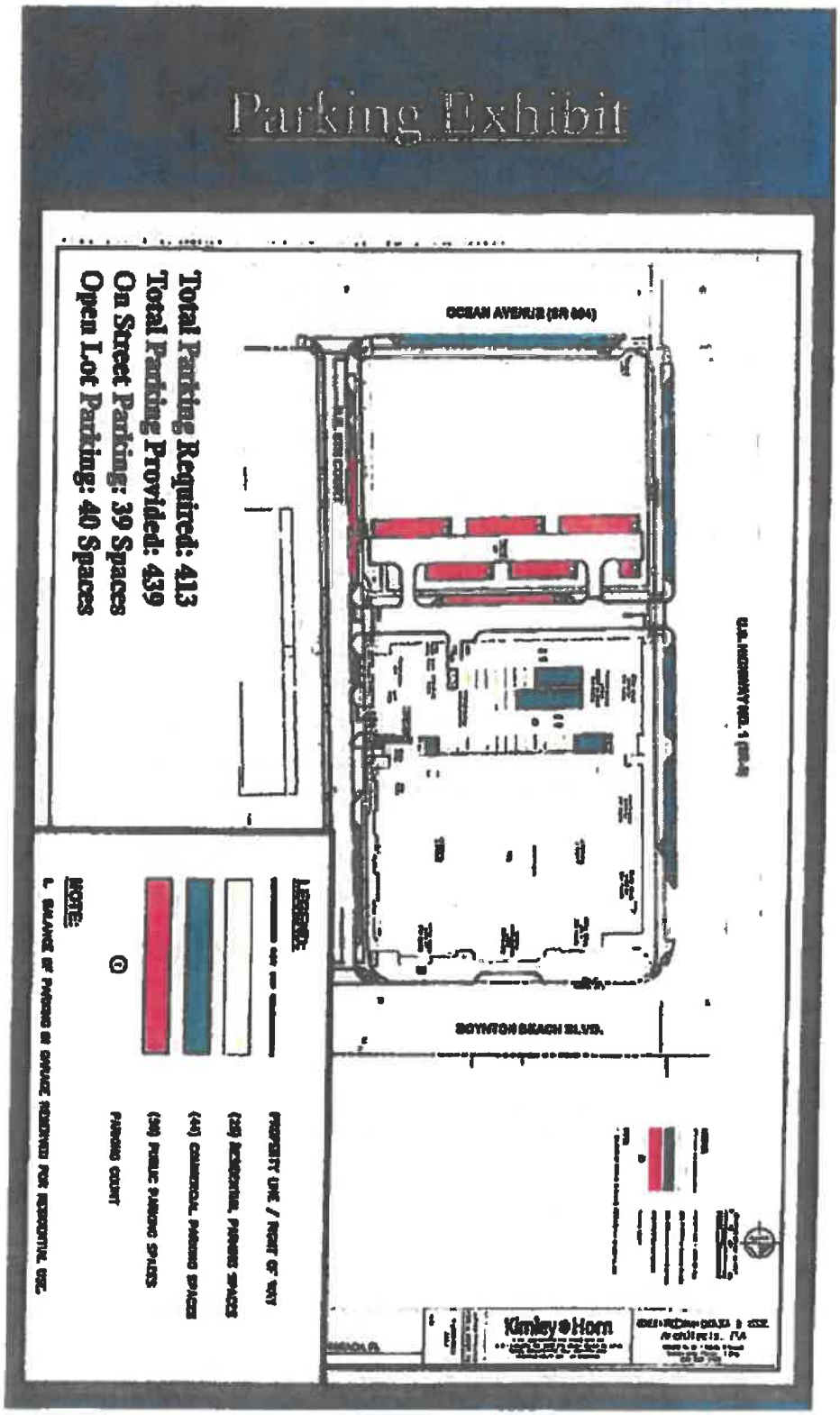
Parking Exhibit
Total Parking Required: 413
Total Parking Provided: 439
On Street Parking: 39 Spaces
Open Lot Parking: 40 Spaces
OCEAN AVENUE (SR 804)
BOYNTON BEACH BLVD.
LEGEND:
PROPERTY LINE / RIGHT OF WAY
(25) RESIDENTIAL PARKING SPACES
(44) COMMERCIAL PARKING SPACES
(39) PUBLIC PARKING SPACES
PARKING COUNT
NOTE:
1. BALANCE OF PARKING IN GARAGE RESERVED FOR RESIDENTIAL USE.
Kimley»Horn

EXHIBIT "D"

ANNUAL PERFORMANCE REPORT FORM
(shall be required annually)

Time Period	**Date**

Prior to and during the construction of Phase I (if applicable):

1. Hired job placement consultant on _____
2. Hosted a job fair on _____
3. Noticed through the Community Outreach Partner, availability of employment opportunities related to construction of Phase I of the project on _____
4. Provided evidence of requirement in subcontractor's contracts to hire and train local residents _____
5. Provided list of job positions and descriptions to Community Outreach Partner _____
6. Receipt of written confirmation from the contractor and subcontractors of the requirement to use minimum living wage on _____

Prior to and during the construction of Phase II (if applicable):

1. Obtained approval for a 100-room hotel on _____
2. Provided written confirmation of approval of the 50 additional public parking spaces (identifying the public parking spaces) on _____

Post construction

Certification requirements

Phase I certification (if applicable):

1. Provided Certificate of Occupancy from the City of Boynton Beach or other governmental agency demonstrating Certificates of Occupancy for the Phase I's 231 multi-family units on _____

2. Provided a Certificate of Completion for the Project's 8,575 square feet of commercial is completed as a Grey Shell on _____

3. Provided certificate of completion of the 50 Phase I public parking spaces on _____

4. Provided written confirmation of compliance with a Nationally Recognized High Performance Green Building Rating System on _____

SPECIAL WARRANTY DEED EXHIBIT "E"
PUBLIC PLAZA

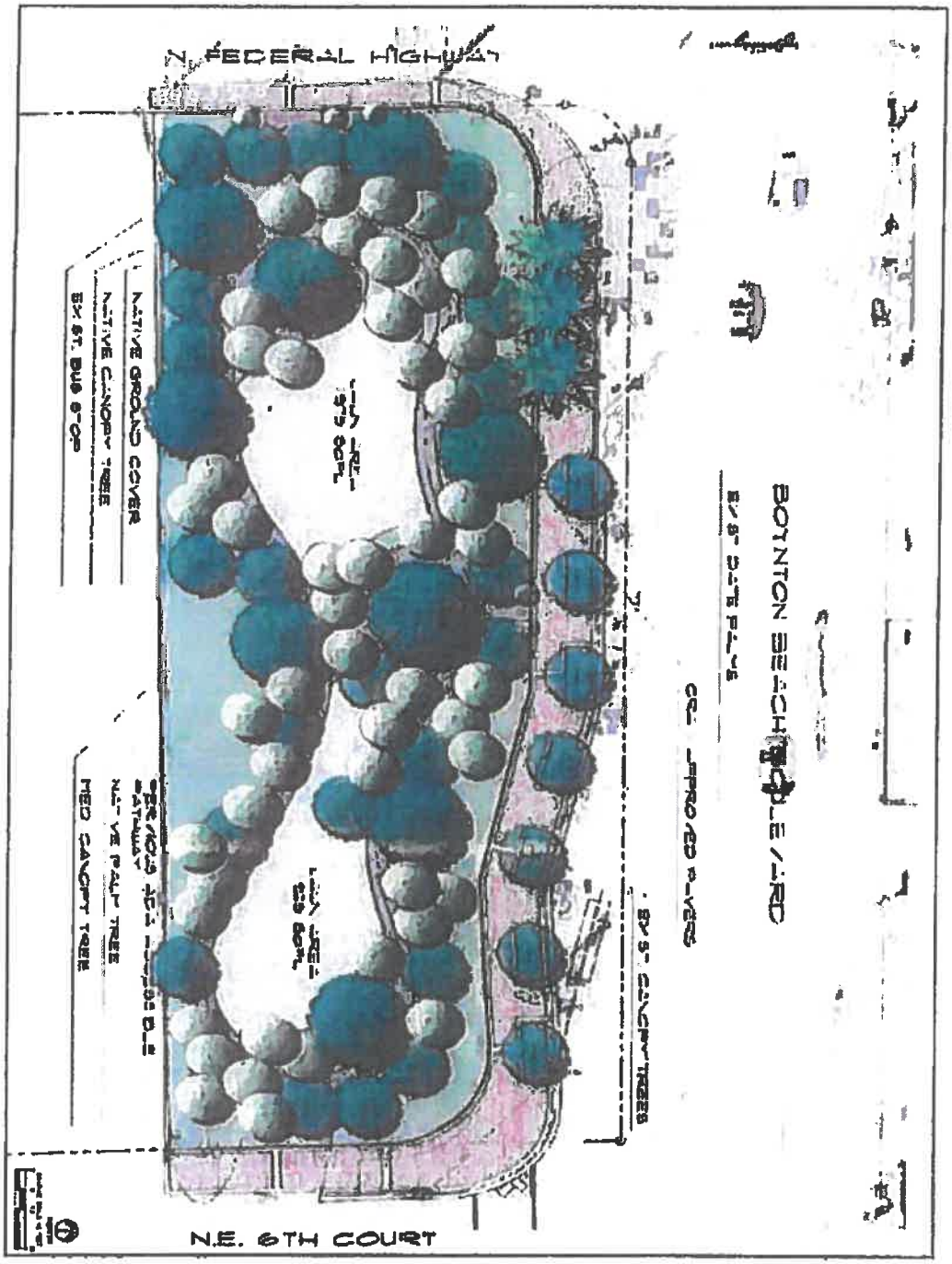
N. FEDERAL HIGHWAY
BOYNTON BEACH BLVD.
N.E. 6TH COURT

EXHIBIT "D"
TAX INCREMENT REVENUE FINANCE AGREEMENT

TAX INCREMENT REVENUE FUNDING AGREEMENT

This Tax Increment Revenue Funding Agreement (hereinafter "Agreement") entered into as of the ____ day of _____. 2017, by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter referred to as "CRA"), with a business address of 710 North Federal Highway, Boynton Beach, Florida 33435,

and

OCEAN ONE BOYNTON, LLC, a Florida limited liability company, with a business address of c/o Washington Real Estate Partners, LLC, 9804 South Military Trail, Suite E-11, Boynton Beach, FL 33436 (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, Developer intends to construct the Project which will include a minimum of 231 multi-family units with related amenities and approximately 8,575 square feet of commercial space as depicted in the Site Plan attached hereto as Exhibit "A," (hereinafter referred to as the "Project"); and

WHEREAS, the CRA has determined that the Project furthers the Boynton Beach Community Redevelopment Plan; and

WHEREAS, Developer has the knowledge, ability, skill, and resources to effectuate the construction and development of the Project; and

WHEREAS, the CRA has determined that a public-private partnership in which the CRA provides Tax Increment Revenue Funding for the Project will further the goals and objectives of the Community Redevelopment Plan;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties hereby acknowledge, the Parties Agree as follows:

Section 1. Incorporation. The recitals above and all other information above are hereby incorporated herein as if fully set forth.

Section 2. Definitions. As used in this Agreement, the following terms shall have the following meanings, which shall apply to words in both the singular and plural forms of such words:

2.1. **"Base Year"** mean the base year for determining Tax Increment Revenue from the Project.

2.2 **"Benchmarks"** shall be the various percentage thresholds of occupancy of the 8,575 commercial/retail space for any year of the Phase I Term as set forth in Paragraph 5.1.6.

2.3 **"Certificate of Occupancy"** means the certificate issued by the City pursuant to the City of Boynton Beach Building and Zoning Code indicating that a building or structure complies with all applicable City of Boynton Beach Building and Zoning Code requirements and that the same may be used for the purposes stated therein.

2.4. **"City"** means the City of Boynton Beach, Florida.

2.5. **"Commencement of Construction"** or **"Commence Construction"** means obtaining an official permit in hand for any of the construction activities contained herein and beginning to actually demolish, excavate or prepare the site for development of the applicable phase of the Project in accordance with the City Code and continuing until completion of construction of the Project or Phase of the Project as applicable in accordance with the Florida Building Code.

2.6 **"Community Outreach Partner"** means the for-profit or non-profit group or organization selected by Developer with whom Developer shall coordinate on the issues and obligations in this Agreement pertaining to employment of City residents and jobs for Locally Owned Small Businesses.

2.7 **"Contractor"** means a general contractor, a subcontractor or any other business entering into a contract with the Developer related to the construction of the Project or part thereof.

2.8 **"Effective Date"** shall mean the date the last party to this Agreement executes this Agreement.

2.9 **"Good Faith Effort"** is considered to have been made when the respective parties have used reasonable means to comply with the associated directives and/or provisions set forth in this Agreement.

2.10 **"Grey Shell"** means an unfinished interior, lacking heating, ventilating, air conditioning, lighting, plumbing, ceilings, elevators, interior walls, etc. and ready for tenant improvements.

2.11 **"Locally Owned Small Businesses"** means any business that is wholly owned by individuals who reside in the City. If a business is owned by a corporation, then the corporation must be wholly owned by individuals who reside in the City. If the business is owned by a partnership or limited liability company, then at least 20% of its partners or members must reside in the City.

2.12 **"Minimum Living Wage"** means the hourly rate that an individual must earn to support his or her family if they are the sole provider and are working full time (2,080 hours per year) in accordance with Palm Beach County Code Chapter 2, Article IV, Division 3 (the Palm Beach County Living Wage Ordinance), as amended.

2.13 "Nationally Recognized High Performance Green Building Rating System" means any one of the following: the Florida Green Building Coalition (FGBC) Standards, the Green Building Initiative's (GBI) Green Globe rating system, the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) Standards, or the National Association of Homebuilders (NAHB) National Green Building Standards (NGBS).

2.14 "Pledged Project Increment Revenue" means an amount calculated by multiplying Tax Increment Revenue from the applicable phase of the Project by agreed upon percentage factor as provided for in this Agreement.

2.15 "Property" means the property subject to this Agreement upon which the Project shall be developed as more particularly described in Exhibit **"B,"** hereto.

2.16 "Site Plan" shall mean the approved Site Plan attached hereto as Exhibit "A," approved by the City of Boynton Beach, file # NWSP 16-002.

Section 3. Developer's Obligations and Covenants.

3.1 Construction of the Project. Developer agrees to Commence Construction of the Project within two (2) years of the Effective Date of this Agreement.

3.1.1 The Project shall conform to the Site Plan and shall include the following, which shall hereinafter be referred to as "Phase I Improvements:":

f. Developer shall construct a minimum of 231 multi-family residential units with related amenities.

g. Developer shall construct a minimum of 8,575 square feet of commercial/retail space:

h. Developer shall construct Parking Improvements, conceptually depicted on Exhibit "C," hereto, consisting, at a minimum of Fifty (50) public parking spaces ("Public Parking") that shall be restricted for public use and that shall not be available to the Phase I residential units. The Parking Improvements may consist of structured parking, surface parking, valet parking, mechanical parking, shared parking or any other means as allowed under local city ordinance. Upon completion of the Public Parking, Developer and the CRA shall enter into a Parking Management Agreement to establish the maintenance responsibilities of the CRA for the Public Parking. If a Parking Management Agreement is not negotiated and executed by the Parties within one year of the completion of construction of the Public Parking, either party may request binding arbitration to complete the terms of the Agreement.

i. Construction of the multi-family residential units for the Project shall be in compliance with, qualify for and receive Florida Green Building Certification.

j. Prior to and during the construction of the Project, the Developer shall :

- Hire a job placement consultant during the construction period of this Agreement;
- Host a job fair;
- Give priority to Contractors that are Locally Owned Small Businesses to participate in the construction of Phase I of the Project;
- Include in all contracts with Contractors requirements that the Contractors use Good Faith Efforts to hire and train City residents to participate in the construction of Phase I of the Project;
- Provide a list of job positions and descriptions to the Community Outreach Partner and agree to give priority to qualified job applicants referred by the Community Outreach Partner to participate in the construction of Phase I of the Project;
- Use Good Faith Efforts to offer permanent job positions resulting from Phase I of the Project to qualified City residents;
- Notify and refer job training and job placement opportunities to the Boynton Beach Community High School and South Tech Academy in Boynton Beach in the event each are able and willing to provide such training; and
- Pay or cause to be paid new hires in all permanent positions residing within the City a minimum of the Living Wage.

Section 4. **Annual Performance Report.** Developer shall annually provide the CRA with an Annual Performance Report for the Project indicating the status of Developer's compliance with the requirements of this Agreement as set forth in Sections 3 and 5 of this Agreement and evidencing that Developer has paid all property taxes for the Property for the preceding year. Such report must be submitted to the CRA no later than the last day of April for the preceding year in a form substantially in accordance with the form attached hereto as **Exhibit "D."**

Section 5. **Certification Requirements.**

5.1 As a condition precedent to its receipt of any Pledged Project Increment Revenue pursuant to this Agreement:

5.1.1 Developer must have taken all steps necessary to divide the Property into two separate parcels such that the Phase I Property and the Phase II Property have been assigned individual Parcel Control Numbers by the Palm Beach County Property Appraiser

and these Parcel Control Numbers have been placed on the Palm Beach County tax rolls and assigned taxable value prior to the Base Year for each Phase; and

5.1.2 Developer must have timely provided its Annual Performance Report , providing evidence of compliance with the requirements of this Agreement as set forth below and evidencing that Developer has paid all property taxes for the preceding year; and

5.1.3 Upon receipt of the Annual Performance Report, 2, the CRA shall review and approve the Annual Performance Report at the next available CRA meeting as meeting the requirements in Section 4 above and certifying Developer's compliance with all conditions precedent for receiving Pledged Increment Revenue for that Phase I, which approval shall not be unreasonably withheld ;

5.1.4 The CRA has received Tax Increment Revenues from the completed Phase I Improvements subsequent to the Base Year; and

5.1.5 Developer shall not be entitled to any Pledged Project Increment Revenue payments if the Developer has failed to meet its obligations under this Agreement or is otherwise in default under the terms of this Agreement and has failed to sufficiently cure the default as provided for herein after appropriate notice of such default has been given. There is no obligation by the CRA to disburse the Direct Incentive Funding during any cure period or in the event the Developer is in default of this Agreement so long as, once a default is cured, Developer shall continue to receive their Direct Incentive Funding for the Project up to the Pledged Project Increment Revenue and any time periods for performance hereunder shall be extended for the same period of time needed to cure the default.

5.1.6 Should Developer fail to meet the Benchmarks set below regarding occupancy of 8.575 square feet of commercial/retail space (the "Commercial/Retail Space") for any year of the Phase I Term, Developer's percentage of the Pledged Increment Revenue to be paid to Developer shall be reduced by 10% for that year of the Phase I Term.

d. Developer must certify that 25% of the Commercial/Retail Space has been occupied by commercial/retail tenants by at least the third year of the Phase I Term as defined herein. Once the 25% threshold is obtained, whether it be in the first, second or third year, the threshold shall be deemed satisfied forever, even if in the future the actual amount occupied thereafter is less than 25%. Accordingly, as long as Developer did not default under any commercial lease and continues in good faith to re-market the property for lease, once the 25% threshold is achieved, Developer shall be entitled to the Pledged Increment Revenue for the year in which the 25% threshold is achieved and each year thereafter during the Phase I Term unless a greater Benchmark is achieved;

e. Developer must certify that 50% of the Commercial/Retail Space has been occupied by commercial/retail tenants by at least the sixth year of the Phase I Term as defined herein. Once the 50% threshold is obtained, whether it be in any year

prior to the end of the sixth year of the Phase I Term, the threshold shall be deemed satisfied forever, even if in the future the actual amount occupied thereafter is less than 50%. Accordingly, as long as Developer did not default under any commercial lease and continues in good faith to re-market the property for lease, once the 50% threshold is satisfied, Developer shall be entitled to the Pledged Increment Revenue for the year in which the 50% threshold is achieved and each year thereafter during the Phase I Term unless a greater Benchmark is achieved; and

f. Developer must certify that 70% of the Commercial/Retail Space has been occupied by the commercial/retail tenants by at least the eighth year of the Phase I Term as defined herein. Once the 70% threshold is obtained, whether it be in any year prior to the end of the eighth year of the Phase I Term, the threshold shall be deemed satisfied forever, even if in the future the actual amount occupied thereafter is less than 70%. Accordingly, as long as Developer did not default under any commercial lease and continues in good faith to re-market the property for lease, once satisfied, Developer shall be entitled to the Pledged Increment Revenue for year in which the 70% threshold is achieved and each year thereafter during the Phase I Term.

5.2 Certification.

5.2.1 Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.1a. and 3.1.1.b. of this Agreement by providing a Certificate of Occupancy for all residential components of the Phase I Improvements and Certificate of Completion for all nonresidential components of the Phase I Improvements from the City of Boynton Beach indicating the 100 percent completion of all Phase I Improvements and demonstrating that the taxable value of all Phase I Improvements have been placed on the Palm Beach County tax rolls for the Phase I Property.

5.2.2 Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.1.c of this Agreement by demonstrating that it has constructed the Public Parking and by documenting signage and other means by which these Public Parking spaces are clearly reserved for use by the public and excluded from use by multifamily and commercial units that are part of the Project.

5.2.3 Developer shall confirm in its Annual Performance Report that it has met its obligation under Section 3.1.1.d of this Agreement by providing proof of receipt of Florida Green Building Certification.

5.2.4 Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.1.e of this Agreement by:

a. Demonstrating that it hired and utilized the services of a job placement consultant and by reporting the job placement consultant's activities during construction of Phase I of the Project:

b. Demonstrating that it held a job fair; and

c. Requiring all Contractors covered by the terms of this Agreement to provide annual copies of its records, reports or any other information necessary to monitor compliance with the provisions of Section 3.1.1e of this Agreement and require all Contractors to submit annual payrolls to the Developer that include the following information pertaining to all Locally Owned Small Business hired to work on or for Phase I of the Project: name, address and the number of hours worked for the period. until a Certificate of Occupancy is issued for at least 90% of the residential units of Phase I of the Project.

Section 6. Pledged Project Increment Revenue.

6.1 Formula and Term.

6.1.1 The amount of the Pledged Project Increment Revenue to be paid Developer pursuant to this Agreement is based on the following formula:

c. Developer shall receive Pledged Project Increment Revenue for Phase I Improvements for a term of eight (8) consecutive years, beginning the year Developer demonstrates it has met all conditions precedent to receiving Pledged Project Increment Revenue as provided in Sections 3, 4, and 5 of this Agreement for the Project and upon final certification of tax assessments within the CRA District by the Palm Beach County Property Appraiser for the preceding year (hereinafter the "Phase I Term"). The amount of Pledged Project Increment Revenue due to Developer during the Phase I Term shall be determined pursuant to the following formula:

For Years 1 - 7 of the Phase I Term, Developer shall receive Seventy-five percent (75%) of the Pledged Project Increment Revenues actually received by the CRA: and

For Year 8 of the Phase I Term, Developer shall receive Fifty percent (50%) of the Pledged Project Increment Revenues actually received by the CRA.

d. The Base Year for determining Tax Increment Revenue from the Project shall be as follows:

For the Phase I Term. the year prior to commencement of construction of Phase I Improvements on the Property.

6.2 No Prior Pledge of Pledged Project Increment Revenues. The CRA warrants and represents that the Pledged Project Increment Revenues are not the subject of any prior pledge by the CRA and agrees that such revenues shall not be assigned, pledged. hypothecated or secured by the CRA for the period covered by term of this Agreement.

6.3 **Form of Payment.** Payment of shall be in the form of a CRA check made payable to the Developer. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Developer, either wholly or in part, and no payment shall be construed to relieve Developer of obligations under this Agreement or to be an acceptance of faulty or incomplete rendition of Developer's obligations under this Agreement.

Section 7. Notice and Contact. Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested. The use of electronic communication is not considered as providing proper Notice pursuant to this Agreement.

If to CRA, such notice shall be addressed to:

Michael Simon, Interim Executive Director
Boynton Beach Community Redevelopment Agency
710 North Federal Highway,
Boynton Beach, Florida 33435

With a copy to:

Tara W. Duhy, Esq.
Lewis, Longman & Walker, P.A.
515 North Flagler Drive
Suite 1500
West Palm Beach, Florida 33401

If to Developer, such notice shall be addressed to:

Mr. Michael Ross
Ocean One Boynton, LLC
c/o Gulfstream Property Management
9804 South Military Trial
Suite E-11
Boynton Beach, FL 33436

Mr. William Morris
Southcoast Advisors, LLC
777 E. Atlantic Avenue
Suite 100
Delray Beach, FL 33483

F. Davis Camalier
Washington Real Estate Partners
1629 K Street N.W.

Suite 1200
Washington, DC 20006

With a copy to:

Bonnie Miskel, Esq.
Gary S. Dunay, Esq.
Dunay, Miskel and Backman, LLP
14 SE 4th Street
Suite 36
Boca Raton, FL 33432

Section 8. Default. The failure of Developer to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. If Developer fails to cure the default within thirty (30) days of notice from the CRA, the CRA may terminate this Agreement and all obligations for payment of Pledged Project Increment Revenue to Developer shall cease.

Section 9. Termination. Unless earlier terminated pursuant to the terms herein, this Agreement shall automatically terminate upon the last disbursement of Pledged Project Increment Revenue to Developer for the Project, or within two (2) years of the Effective Date if the Developer has failed to commence construction of the Phase I Improvements subject to force majeure. Either Party may elect to terminate this Agreement by providing 45 days written notice to the other Party upon one or more of the following occurrences:

c. The default of either Party, if such default is not cured within the time prescribed by this Agreement;

d. The Parties enter into a mutually agreed upon, written Addendum, the effect of which is to terminate this Agreement.

Section 10. Miscellaneous Provisions.

10.1 Waiver. The CRA shall not be responsible for any property damages or personal injury sustained by Developer from any cause whatsoever related to the development of the Project, whether such damage or injury occurs before, during, or after the construction of the Project or the term of this Agreement. Developer 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 Developer. **This waiver, discharge, and release specifically include negligence by the CRA, its agents, or its employees, to the fullest extent the law allows.**

10.2 Indemnification. Developer 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 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 (including equipment

installation and removal) of Developer. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require Developer to indemnify the CRA for its own 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.

10.3 Assignment. This Agreement may only be assigned by the Developer to record owners of the Property with the prior written consent of the CRA, which consent shall not be unreasonably withheld, provided, however, that any assignee hereto shall specifically assume all of the obligations of the Developer under this Agreement.

10.4 Successors and Assigns. The CRA and Developer each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the Developer.

10.5 No Discrimination. Developer shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

10.6 No Partnership, Etc. Developer 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 Developer is an independent contractor and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance under this Agreement.

10.7 Public Records: The CRA is a public agency subject to Chapter 119, Florida Statutes. Developer shall comply with Florida's Public Records Law. Specifically, the Developer shall:

e. Keep and maintain public records required by the CRA to perform the public services provided for in this Agreement;

f. 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 this chapter or as otherwise provided by law.

g. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Developer does not transfer the records to the CRA.

h. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of Developer or keep and maintain public records required by the CRA to perform the service. If Developer transfers all public records to the public agency upon completion of the contract, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer 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.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 710 North Federal Highway, Boynton Beach, Florida 33435; or BoyntonBeachCRA@bbfl.us.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

10.12 Independent Advice. 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.

10.13 Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be achieved. To that end, this Agreement is declared severable.

10.14 Voluntary Waiver of Provisions. The CRA may, in its sole and absolute discretion, waive any requirement of Developer contained in this Agreement.

10.15 Compliance with Laws. In its performance under this Agreement, Developer shall comply with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations.

10.16 Effective Date. This Agreement will become effective upon the date and time the last party executes this Agreement.

10.17 Survival. The provisions of this Agreement regarding public records, indemnity, and waiver shall survive the expiration or termination of this Agreement and remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES

OCEAN ONE BOYNTON, LLC
a Florida limited liability company

_____
Print Name: _____

By:_____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF_____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **OCEAN ONE BOYNTON, LLC**, and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of **OCEAN ONE BOYNTON, LLC**, for the use and purposes mentioned herein and that the instrument is the act and deed of **OCEAN ONE BOYNTON, LLC**. He/she is personally known to me or has produced _____as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2017.

My Commission Expires:

_____
Notary Public, State of Florida at Large

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[CRA SIGNATURE ON FOLLOWING PAGE]

WITNESSES

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

_____ By: _____
Print Name: _____ Steven Grant, CRA Board Chair

_____
Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Steven Grant as Board Chair of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, for the use and purposes mentioned herein and that the instrument is the act and deed of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY. He/she is personally known to me or has produced _____as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2017.

My Commission Expires: _____
Notary Public, State of Florida at Large

Exhibit "A"

(Project)

(see attached)

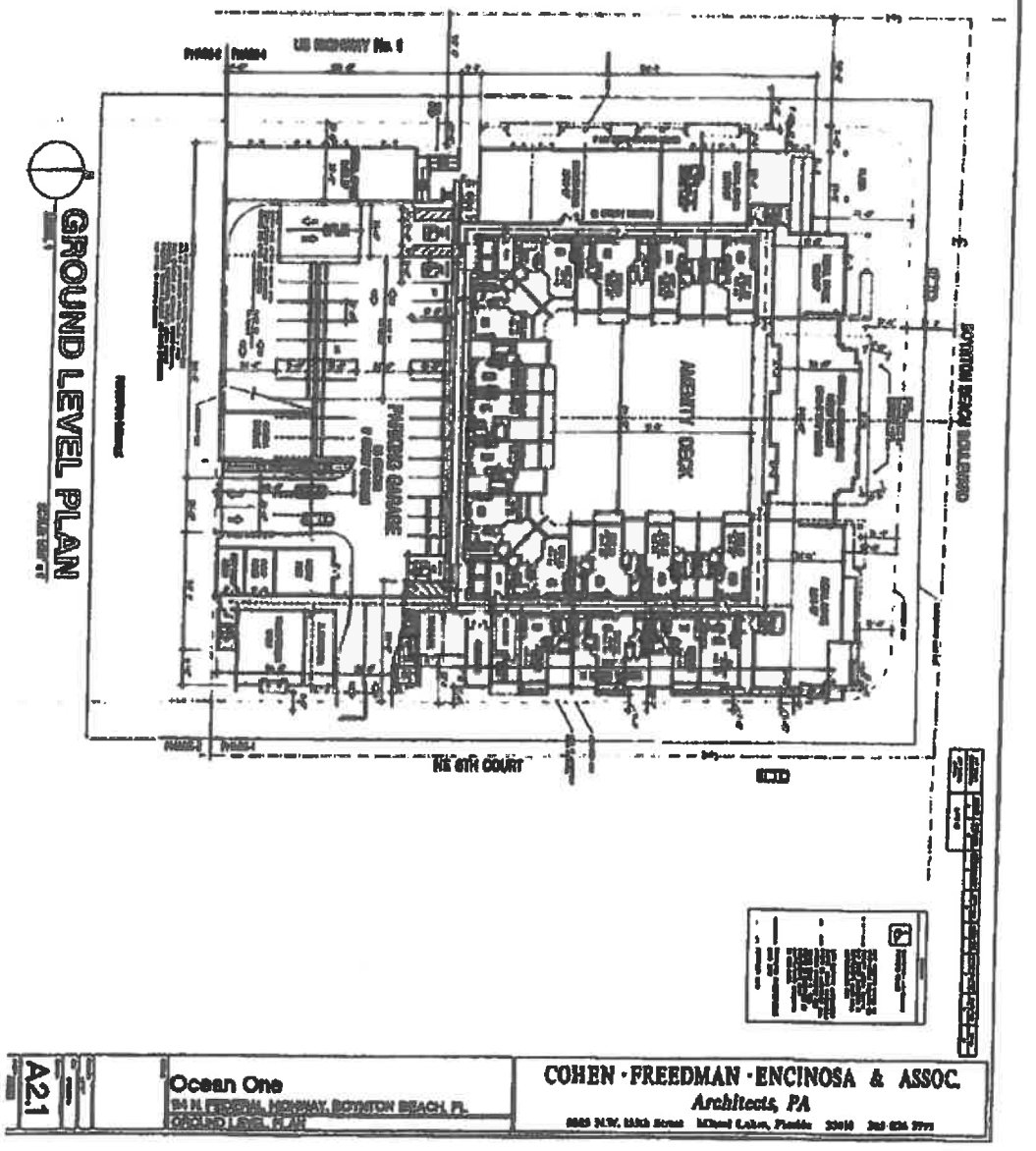

GROUND LEVEL PLAN
AMENITY DECK
PARKING GARAGE
A2.1
Ocean One
COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA

Exhibit "B"

(Property)

(see attached)

PERIMETER
SURVEYING & MAPPING
Certificate of Authorization No. LB7264

847 Clint Moore Road
Boca Raton, Florida 33487

Tel: (561) 241-5988
Fax: (561) 241-6182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

OCEAN ONE - PHASE 1

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, INCLUDING PORTIONS OF LOTS 1 THROUGH 6, "FUNK BROS. ADDITION TO THE TOWN OF BOYNTON", AS RECORDED IN PLAT BOOK 2 AT PAGE 13 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 41 "DEWEY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 1 AT PAGE 37 OF SAID PUBLIC RECORDS, ALL IN ACCORDANCE WITH THE "AGREEMENT PLAT", AS RECORDED IN PLAT BOOK 10 AT PAGE 2, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 89°55'38" EAST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 86.08 FEET; THENCE SOUTH 00°04'22" EAST, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°55'38" EAST, A DISTANCE OF 216.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°20'52", A DISTANCE OF 38.55 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°43'30" EAST, ALONG A LINE 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 1 THROUGH 6 AND THE EAST LINE OF SAID LOT 41, A DISTANCE OF 287.77 FEET; THENCE SOUTH 88°37'13" WEST, A DISTANCE OF 268.22 FEET; THENCE NORTH 01°23'00" WEST, ALONG A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 292.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°18'38", A DISTANCE OF 39.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 83,950 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 27, HAVING A BEARING OF NORTH 01°23'00" WEST, ACCORDING TO THE STATE PLANE COORDINATE SYSTEM, STATE OF FLORIDA, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111

Project Name: OCEAN ONE		DATE: 08/20/2017	
JOB No. 04175	DRN BY: JSH		
	CK'D BY: TD	SHEET 1 OF 2	

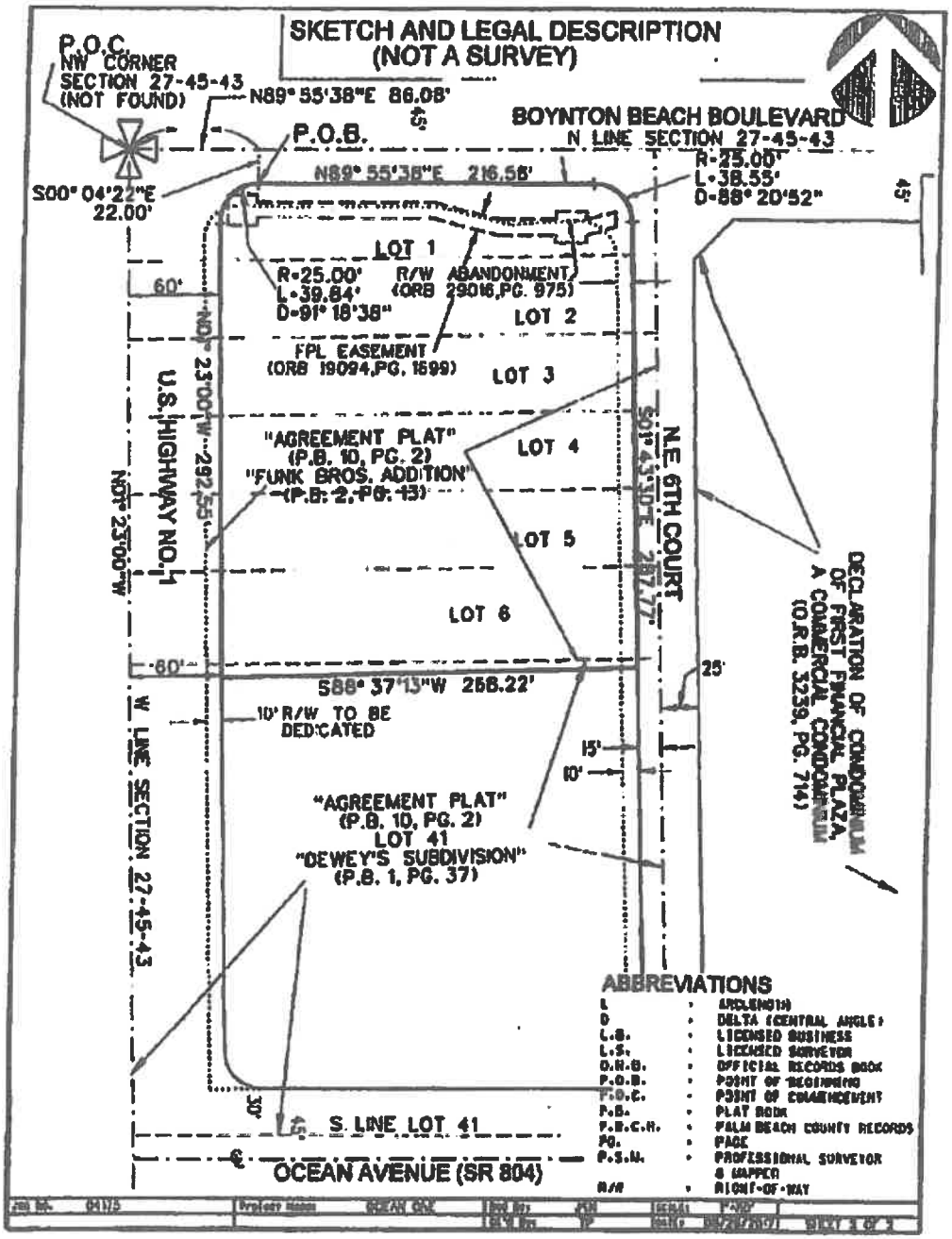

SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)
P.O.C.
NW CORNER
SECTION 27-45-43
(NOT FOUND)
N89° 55'38"E 86.08'
P.O.B.
BOYNTON BEACH BOULEVARD
N LINE SECTION 27-45-43
R=25.00'
L=38.55'
D=88° 20'52"
S00° 04'22"E
22.00'
N89° 55'38"E 216.58'
LOT 1
R=25.00'
L=39.84'
D=91° 18'38"
R/W ABANDONMENT
(ORB 29016,PG. 975)
LOT 2
FPL EASEMENT
(ORB 19094,PG. 1699)
LOT 3
LOT 4
LOT 5
LOT 6
"AGREEMENT PLAT"
(P.B. 10, PG. 2)
"FUNK BROS. ADDITION"
(P.B. 2, PG. 13)
U.S. HIGHWAY NO. 1
N01° 23'00"W 292.55'
N01° 23'00"W
N.E. 6TH COURT
S01° 43'30"E 287.77'
DECLARATION OF CONDOMINIUM
OF FIRST FINANCIAL PLAZA,
A COMMERCIAL CONDOMINIUM
(O.R.B. 3239, PG. 714)
S88° 37'13"W 258.22'
10' R/W TO BE
DEDICATED
W LINE SECTION 27-45-43
"AGREEMENT PLAT"
(P.B. 10, PG. 2)
LOT 41
"DEWEY'S SUBDIVISION"
(P.B. 1, PG. 37)
S. LINE LOT 41
OCEAN AVENUE (SR 804)
ABBREVIATIONS
L : ARCLENGTH
D : DELTA (CENTRAL ANGLE)
L.B. : LICENSED BUSINESS
L.S. : LICENSED SURVEYOR
O.R.B. : OFFICIAL RECORDS BOOK
P.O.B. : POINT OF BEGINNING
P.O.C. : POINT OF COMMENCEMENT
P.B. : PLAT BOOK
P.B.C.R. : PALM BEACH COUNTY RECORDS
PG. : PAGE
P.S.M. : PROFESSIONAL SURVEYOR & MAPPER
R/W : RIGHT-OF-WAY

Exhibit "C"

(Public Parking)

(see attached)

Parking Exhibit

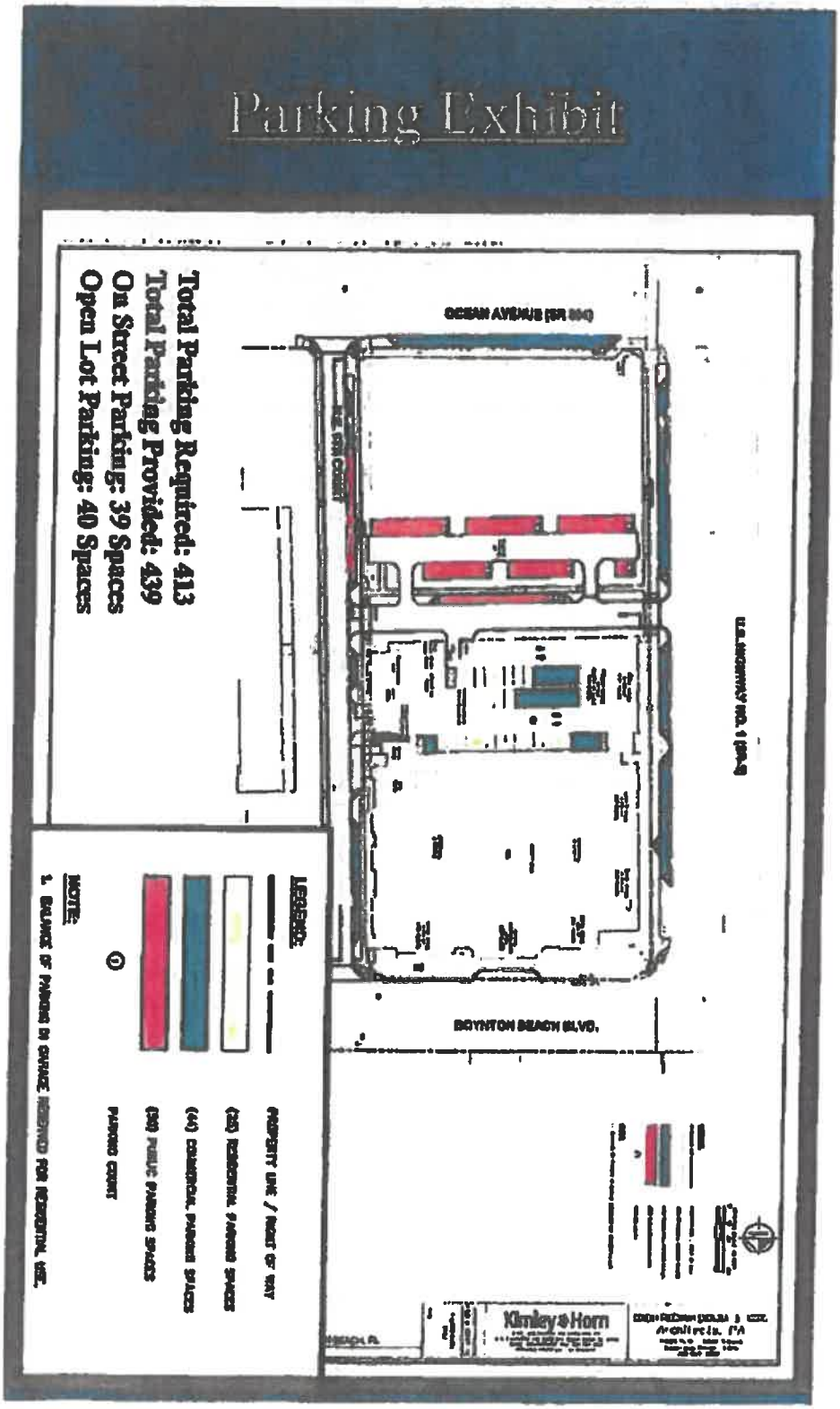


EXHIBIT "D"

ANNUAL PERFORMANCE REPORT FORM
(shall be required annually)

Time Period	**Date**

Prior to and during the construction of Phase I (if applicable):

1. Hired job placement consultant on _____

2. Hosted a job fair on _____

3. Noticed through the Community Outreach Partner, availability of employment opportunities related to construction of Phase I of the project on _____

4. Provided evidence of requirement in subcontractor's contracts to hire and train local residents _____

5. Provided list of job positions and descriptions to Community Outreach Partner _____

6. Receipt of written confirmation from the contractor and subcontractors of the requirement to use minimum living wage on _____

Prior to and during the construction of Phase II (if applicable):

1. Obtained approval for a 100-room hotel on _____

2. Provided written confirmation of approval of the 50 additional public parking spaces (identifying the public parking spaces) on _____

Post construction

Certification requirements

Phase I certification (if applicable):

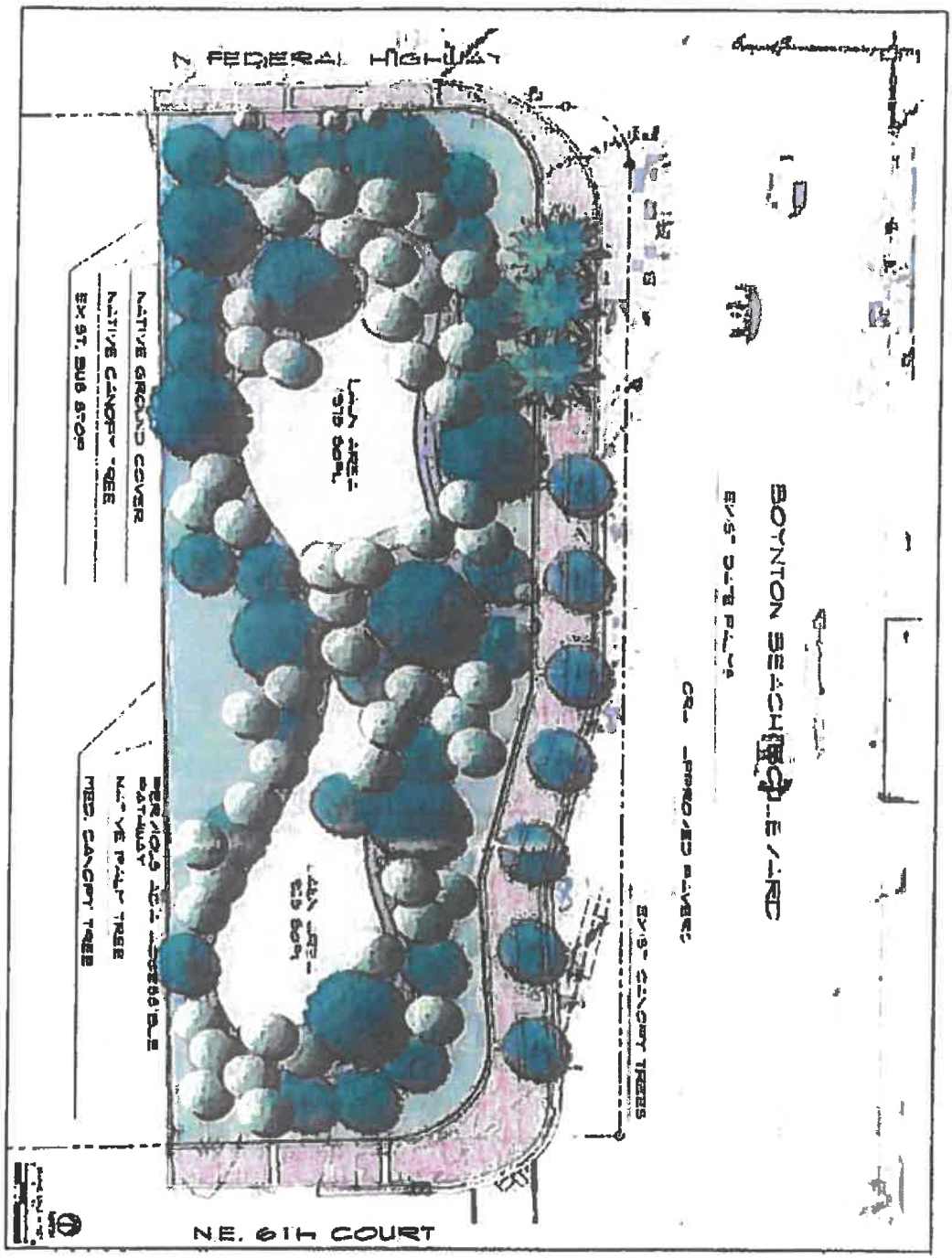
1. Provided Certificate of Occupancy from the City of Boynton Beach or other governmental agency demonstrating Certificates of Occupancy for the Phase I's 231 multi-family units on _____

2. Provided a Certificate of Completion for the Project's 8,575 square feet of commercial is completed as a Grey Shell on _____

3. Provided certificate of completion of the 50 Phase I public parking spaces on _____

4. Provided written confirmation of compliance with a Nationally Recognized High Performance Green Building Rating System on _____

EXHIBIT "E"
THE PLAZA DEVELOPMENT PLAN


N. FEDERAL HIGHWAY
BOYNTON BEACH BLVD.
N.E. 6TH COURT
NATIVE GROUND COVER
NATIVE CANOPY TREE
EX'ST. BUS STOP
EXIST. CANOPY TREES

FIRST AMENDMENT TO TAX INCREMENT REVENUE FUNDING AGREEMENT

This First Amendment to Tax Increment Revenue Funding Agreement ("First Amendment") is made and entered into to be effective January 15, 2020, by and between **Ocean One Boynton, LLC**, a Florida limited liability company, with a business address of c/o Washington Real Estate Partners, LLC, 9804 South Military Trail, Suite E-11, Boynton Beach, FL 33436 (hereinafter the "Developer") and the **Boynton Beach Community Redevelopment Agency**, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes with a business address of 710 N. Federal Highway, Boynton Beach, Florida 33435 (hereinafter the "CRA") (collectively the "Parties").

WHEREAS, the CRA and Developer entered into that certain Tax Increment Revenue Funding Agreement dated January 16, 2018 (hereinafter "Agreement"), relating to development of the Project, as more fully defined and described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as hereinafter provided;

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) The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) Unless otherwise expressly defined herein, all terms used herein shall have the same meanings given to such terms in the Agreement.

3) Section 2.8 of the Agreement is hereby amended as set forth below with text that has been struck through indicating language to be deleted and with text that has been underlined indicating language to be added,

   2.8 "Effective Date" shall mean January 16, 2018. ~~the date the last party to this Agreement executes this Agreement.~~

4) Section 3.1 of the Agreement is hereby amended as set for below with text that has been struck through indicating language to be deleted and with text that has been underlined indicating language to be added.

   Section 3.1 Construction of the Project. Developer agrees to Commence Construction of the Project within ~~two (2)~~ three (3) years of the Effective Date of this Agreement. Developer shall diligently and continuously pursue completion of construction of the Project after issuance of the first building permit, subject to force majeure.

5) Subsection 3.1.1 shall remain as set forth in the Agreement.

6) Section 9 of the Agreement is hereby amended as set for below with text that has been struck through indicating language to be deleted and with text that has been underlined indicating language to be added.

Section 9. Termination. Unless earlier terminated pursuant to the terms herein, this Agreement shall automatically terminate upon the last disbursement of Pledged Project Increment Revenue to Developer for the Project, or within ~~two (2)~~ three (3) years of the Effective Date of this Agreement if the Developer has failed to commence construction of the Phase 1 Improvement, subject to force majeure. Either Party may elect to terminate this Agreement by providing 45 days written notice to the other Party upon one or more of the following occurrences:

a. The default of either Party, if such default is not cured within the time prescribed by this Agreement:

b. The Parties enter into a mutually agreed upon, written Addendum, the effect of which is to terminate this Agreement.

7) Except as expressly set forth in this First Amendment, the Agreement is unmodified and remains in full force and effect, and is hereby ratified and confirmed by the Developer and the CRA. This First Amendment may be executed in any number of counterparts, and one and all of which shall constitute the agreement of the Parties and each of which shall be deemed an original. To the extent of any conflict between the Agreement and this First Amendment, this First Amendment shall control.

8) Nothing herein shall alter the terms and conditions of that separate Purchase and Development Agreement dated January 16, 2018, by and between Ocean One Boynton, LLC and the Boynton Beach Community Redevelopment Agency, which Purchase and Sale Agreement references and sets deadlines based upon time frames contained in the Agreement.

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

WITNESSES

Print Name: Michael Ross

Patricia Noble

Print Name: Patricia Noble

OCEAN ONE BOYNTON, LLC
a Florida limited liability company

By:

Print Name: F. Davis Camalier

Title: Authorized Signer

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of Feb, 2020, by F. Davis Camalier as representative for the OCEAN ONE BOYNTON, LLC, who is personally known to me or who has produced _____ as identification.

LISA E. DURANT
Notary Public - State of Florida
Commission # GG 930056
My Comm. Expires Nov 7, 2023
Bonded through National Notary Assn.

Notary Public, State of Florida

Lisa E. Durant
Name

Commission No. GG 930056
Commission Expiration 11/7/2023

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[CRA SIGNATURE ON FOLLOWING PAGE]

0823311-3

WITNESSES

Print Name: THUY T. SHUTT

Print Name: John Durgan

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By:

Print Name: STEVEN D. GRANT

Title: Chair

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of _____, 20 20, by STEVEN GRANT as representative for the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

BONNIE NICKLIEN

Name

Commission No. _____
Commission Expiration _____

Bonnie Nicklien
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG108394
Expires 5/25/2021

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EXHIBIT "D"

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

LOTS 1 AND 2, EXCEPT THE EAST 25.00 FEET THEREOF AND EXCEPT THE WEST 25.00 FEET THEREOF, AS SHOWN UPON THE PLAT ENTITLED "AGREEMENT PLAT", SHOWING PROPERTY IN THE NORTHWEST QUARTER (N.W. 1/4) OF THE NORTHWEST QUARTER (N.W. 1/4) OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST, IN THE TOWN OF BOYNTON BEACH, FLORIDA, WHICH PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 2; LESS RIGHT OF WAY CONVEYED TO THE STATE OF FLORIDA, AS MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORD BOOK 584, PAGE 180, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID LANDS SITUATE LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND COVENANTS OF RECORD, IF ANY, TO THE EXTENT THAT SAME ARE VALID AND ENFORCEABLE.

DESCRIPTION: (TAKEN FROM SPECIAL WARRANTY DEED DATED OCTOBER 3, 1980 IN OFFICIAL RECORD BOOK 564, PAGE 180)

LOTS 1 AND 2, AGREEMENT PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 2 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING ALSO DESCRIBED AS LOTS 1 AND 2, FUNK BROS. ADDITION PER PLAT BOOK 2, PAGE 13; WHICH LIES WITHIN 50.00 FEET EASTERLY OF THE WEST LINE OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 43 EAST;

AND

THAT PART OF THE AFOREMENTIONED LOT 1 OF AGREEMENT PLAT, WHICH IS INCLUDED IN THE EXTERNAL AREA FORMED BY A 12 FOOT RADIUS ARE TANGENT TO THE NORTH LINE OF SAID LOT (BEING 15.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 27), AND TANGENT TO A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 27.

SUBJECT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 5; SAID PARTS CONTAINING 0.062 OF AN ACRE, MORE OR LESS.

AND

LESS AND EXCEPT ADDITIONAL ROAD RIGHT OF WAY FOR N.E. 2ND AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, AGREEMENT PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 2 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE RUN SOUTH 89 DEGREES 45' 09" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 37.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF N.E. 2ND AVENUE AS NOW LAID OUT AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 45' 09" EAST ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE NORTH LINE OF

LOT 1, A DISTANCE OF 254.12 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.E. 6TH COURT AS NOW LAID OUT; THENCE RUN SOUTH 01 DEGREES 23' 56" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 64.89 FEET TO A POINT OF CURVATURE, CONCAVE TO THE NORTHWEST SAID CURVE HAVING A RADIAL BEARING OF SOUTH 88 DEGREES 36' 04" WEST; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 40.02 FEET TO THE POINT OF TANGENT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 42' 50", A CHORD BEARING OF NORTH 47 DEGREES 15' 21" WEST AND A CHORD DISTANCE OF 35.88 FEET; THENCE RUN SOUTH 86 DEGREES 53' 14" WEST, A DISTANCE OF 41.94 FEET TO A POINT; THENCE RUN NORTH 76 DEGREES 26' 58" WEST, A DISTANCE OF 50.34 FEET; THENCE RUN NORTH 89 DEGREES 45' 06" WEST, A DISTANCE OF 129.70 FEET TO A POINT OF CURVATURE CONCAVE TO THE SOUTHWEST; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 31.87 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 5 (FEDERAL HIGHWAY) AS NOW LAID OUT; SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 17' 55", A CHORD BEARING OF SOUTH 44 DEGREES 35' 53" WEST AND A CHORD DISTANCE OF 28.60 FEET; THENCE RUN NORTH 01 DEGREES 03' 04" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 29.69 FEET TO A POINT OF CURVATURE TO THE NORTHEAST; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 19.12 FEET TO THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 91 DEGREES 17' 55", A CHORD BEARING OF NORTH 44 DEGREES 35' 54" EAST AND A CHORD DISTANCE OF 17.16 FEET.

FIRST AMENDMENT TO THE TAX INCREMENT REVENUE FUNDING AGREEMENT

This First Amendment to the Tax Increment Revenue Funding Agreement (hereinafter "First Amendment") entered into as of the 10th day of December, 2025, by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter referred to as "CRA"), with a business address of 100 E. Ocean Avenue, Fourth Floor, Boynton Beach, Florida 33435,

and

BB1 DEVELOPMENT, LLC, a Delaware limited liability company, with a business address of 888 Biscayne Boulevard, Suite 101, Miami, Florida 33132 (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, Developer owns the property located at 114 and 222 North Federal Highway, Boynton Beach, Florida ("Property") and intends to construct within the Property a new mixed-use development comprised of approximately 371 multi-family units with related amenities and approximately 25,000 square feet of commercial space (hereinafter referred to as the "Project"); and

WHEREAS, the Property is located within the Boynton Beach Community Redevelopment Area ("CRA Area"); and

WHEREAS, the Developer and the CRA entered into the Tax Increment Revenue Funding Agreement approved by the CRA on May 7, 2024 (the "Agreement"); and

WHEREAS, the Developer requested an amendment to Section 9 of the Agreement related to the commencement of construction to be consistent with Section 3.1 of the Agreement; and

WHEREAS, the CRA has determined that the minor modification of the Agreement is reasonable and furthers the Boynton Beach Community Redevelopment Plan.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties hereby acknowledge, the Parties agree as follows:

Section 1. Incorporation. The recitals above and all other information above are hereby incorporated herein as if fully set forth.

Section 2. Amendment. The Developer and the CRA mutually agree to amend the Agreement

as follows, with deletions shown as stricken through and additions shown with underlines:

> **Section 9.Termination.** Unless earlier terminated pursuant to the terms herein, this Agreement shall automatically terminate upon the earlier of (a) last disbursement of Pledged Project Increment Revenue to Developer for the Project; (b) within five (5) years of the Effective Date if the Developer has not completed construction of the Project; or (c) on ~~September 30, 2025~~ June 6, 2026, if the Developer has failed to commence construction of the Project subject to force majeure, except that Developer may request from the CRA one six (6) month extension which request shall not be unreasonably withheld so long as Developer has shown good faith efforts to comply with this deadline. Either Party may elect to terminate this Agreement by providing 45 days written notice to the other Party upon one or more of the following occurrences:
>
> a. The default of either Party, if such default is not cured within the time prescribed by this Agreement;
>
> b. The Parties enter into a mutually agreed upon, written Addendum, the effect of which is to terminate this Agreement.

Section 3. Except as amended herein, all other provisions of the Agreement shall remain unchanged and in full force and effect.

(Signatures on the following pages)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

(signature of witness)
Michael Doehm
(printed name of witness)
535 Madison Ave
New York, NY 10022
(address of witness)

(signature of witness)
Jordan Mailer
(printed name of witness)
6 Burns Street, Apt 5D
Forest Hills, NY 11375
(address of witness)

BB1 DEVELOPMENT, LLC, a Delaware limited liability company

By:
Print Name: Robert Veesler
Title: Authorized Signatory

STATE OF New York
COUNTY OF New York

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, appeared before me by ⊗ physical presence or ○ online notarization this 4th day of December, 2024 by Robert Veesler, as Authorized Signatory of BB1 DEVELOPMENT, LLC, a Delaware limited liability company, who is ○ personally known to me or ⊗ produced NYS License as identification.

(SEAL)

Notary Public, State of New York

Joseph Buck
Name of Notary Typed, Printed or Stamped

My Commission Expires:

JOSEPH BUCK
Notary Public, State of New York
No. 01BU6429445
Qualified in Kings County
Commission Expires Feburary 14, 2026

WITNESSES:

Vicki Curfman
(signature of witness)
Vicki Curfman
(printed name of witness)
100 East Ocean Ave
Boynton Beach, FL 33435
(address of witness)

(signature of witness)
Timothy Tack
(printed name of witness)
100 East Ocean Ave
Boynton Beach, FL 33435
(address of witness)

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Print Name: Rebecca Shelton
Title: Board Chair

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, appeared before me by ◯ physical presence or ◯ online notarization this 10th day of December, 2024, by Rebecca Shelton, as Chair of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, who is ◯ personally known to me or ◯ produced _____ as identification.

(SEAL)

Theresa Utterback
Notary Public, State of Florida

Theresa Utterback
Name of Notary Typed, Printed or Stamped

My Commission Expires:

THERESA UTTERBACK
MY COMMISSION # HH 221288
EXPIRES: February 5, 2026



HYPERION GROUP

April 27, 2026

Sent via Email: SheltonR@bbfl.us

Chairwoman Shelton
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

Dear Chairwoman Shelton,

BB1 Owner, LLC (successor in interest to BB1 Development LLC) ("Owner") is the owner and developer of the Property located at 114-122 North Federal Highway, Boynton Beach Florida ("Property"). As you may also know, we have all funding in place to commence and complete construction of the approved mixed-use development comprised of approximately 25,000 square feet of commercial and 371 residential dwelling units ("Project") and we are in the process of obtaining the land development permit ("LDP") or early works permit which will enable us to commence construction activities including demolition, excavation or preparing the site for development of the Project in accordance the City Building and Zoning Code. In accordance with that certain First Amendment of the Tax Increment Revenue Funding Agreement dated December 10, 2025 ("TIRFA"), we are required to commence construction by June 6, 2026 ("Construction Commencement Date"). While we believe we are very close to obtaining the LDP or early works permit for the Project, in an abundance of caution, we are requesting an extension in accordance with Section 9 of the TIRFA agreement to extend the Construction Commencement Date for 6 months in the event there is any delay on the part of the City issuing the permit in time.

Section 9 of the TIRFA allows us to request the extension provided we demonstrate that we have made a good faith effort to comply with the deadline. Owner has been in direct contact with city officials and has been working diligently with the planning and engineering department to address all outstanding issues.

As confirmation of this effort, BB1 received a Letter of Technical Compliance on March 24th, 2026 from the City of Boynton Beach Planning and Development Department acknowledging our efforts to obtain the LDP and stating that our plans are within code. Owner then delivered all items outlined in the Letter of Technical Compliance, including the latest civil plans, an updated address plan, updated materials specifications, and among other items. A LDP pre-construction meeting was then held between Owner, internal City officials and the applicable Utility Departments and inspectors (public works, engineering and facilities) on Thursday, April 16th, which confirmed that the only items outstanding were an update to the replat formatting, the surety bond to the City for the civil work in the right of way, and the payment of the permitting fees.

As we believe that we have met the required good faith effort, we would respectfully request that you schedule this extension request on the May CRA meeting agenda for review and approval. Should the board agree, we would respectfully request that the CRA Director or Board Chair sign in the space provided below to confirm such approval.

Respectfully,

Rob Vecsler
Authorized Representative
BB1 Owner, LLC

CC: CRA authorized representative

CRA Director or Board Chair

_____
Name:

Title:

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

CONSENT AGENDA

AGENDA ITEM 11.I

SUBJECT:
Approval of the First Amendment to the Tax Increment Revenue Funding Agreement with BB North LLC for The Villages located at 405 E. Ocean Avenue

SUMMARY:
BB North LLC is the owner of the approximately 3.37 acre site known as The Villages located at 405 E. Ocean Avenue. The mixed-use project includes 336 residential rental apartments, 668 parking spaces, 8,000 square feet of retail and restaurant space, two plazas and a linear park along the railroad right-of-way that acts as a pedestrian connection between Boynton Beach Boulevard and Ocean Avenue.

On November 21, 2024, the CRA approved a Tax Increment Revenue Financing Agreement (TIRFA) in the amount of $9.1 million (see Attachment I). As part of the TIRFA, the developer will rent a 1,000 square foot neighborhood coffee shop at 50% market rental rate for 15 years as well as provide 120 metered public parking spaces restricted for use by the public. The BBCRA would receive 30% of the parking revenue generated from the public parking spaces.

As part of Section 3.4.a of the TIRFA, BB North LLC is required to provide all air conditioners, all of which shall be Energy Star Qualified with a minimum of SEER 16. On April 15, 2026, BB North LLC requested an amendment on this condition of the TIRFA because the SEER testing standard has changed. BB North LLC is therefore requesting approval of the First Amendment (see Attachment II) which provides updated language as follows:

Section 3.4.a of the Agreement is hereby amended as set forth below, with underlined text indicating language to be added:

Developer shall provide all air conditioners, all of which shall be Energy Star Qualified with a minimum of SEER 16, as that standard existed on January 7, 2025, or the equivalent as determined in the sole discretion of the City of Boynton Beach Building Official.

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
Approve the First Amendment to the Tax Increment Revenue Funding Agreement with BB North LLC for The Villages located at 405 E. Ocean Avenue

ATTACHMENTS:

Description

- Attachment I - Executed TIRFA
- Attachment II - First Amendment to the TIRFA

TAX INCREMENT REVENUE FUNDING AGREEMENT

This Tax Increment Revenue Funding Agreement (hereinafter "Agreement") entered into as of the 7 day of JANUARY, 2025, by and between:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes, (hereinafter referred to as "CRA"), with a business address of 100 E. Ocean Avenue, Fourth Floor, Boynton Beach, Florida 33435,

and

BB North, LLC, a Delaware limited liability company, with a business address of 6000 SW 74th St, 4th Floor, South Miami, FL 33143 (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, Developer owns the property located at 405 East Ocean Avenue, Boynton Beach, Florida ("Property") and intends to construct within the Property a new mixed-use development comprised of approximately 336 residential units, 8000 square feet of ground floor restaurant and retail, 21,890 square feet of open space, and a parking garage with 668 total parking spaces, as depicted in the Site Plan attached hereto as **Exhibit "A"** (hereinafter referred to as the "Project"); and

WHEREAS, the Property is located within the Boynton Beach Community Redevelopment Area ("CRA Area"); and

WHEREAS, in an effort to develop the Project to include public benefits, Developer submitted that certain proposal related to the Project, a copy of which is attached as **Exhibit "B"**; and

WHEREAS, the CRA desires to provide additional public parking in the vicinity of the Project and receive other public benefits as described herein; and

WHEREAS, the Developer has represented that the Project contains parking spaces in excess of what Developer requires for its intended uses of the Project; and

WHEREAS, the CRA has determined that the Project furthers the Boynton Beach Community Redevelopment Plan ("CRA Plan"); and

WHEREAS, Developer has the knowledge, ability, skill, and resources to effectuate the construction and development of the Project; and

WHEREAS, the CRA has determined that providing Tax Increment Revenue Funding for the Project will further the goals and objectives of the CRA Plan;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties hereby acknowledge, the Parties agree as follows:

Section 1. Recitals. The recitals above and all other information above are hereby incorporated herein as if fully set forth.

Section 2. **Definitions.** As used in this Agreement, the following terms shall have the following meanings, which shall apply to words in both the singular and plural forms of such words:

2.1. **"Base Year"** for determining Tax Increment Revenue from the Project shall be the year prior to Commencement of Construction.

2.2. "**Certificate of Occupancy**" means the certificate issued by the City pursuant to the City of Boynton Beach Building and Zoning Code indicating that a building or structure complies with all applicable City of Boynton Beach Building and Zoning Code requirements and that the same may be used for the purposes stated therein.

2.3. **"City"** means the City of Boynton Beach, Florida.

2.4. **"Commencement of Construction"** or **"Commence Construction"** means obtaining an official permit in hand for the Project and beginning to actually demolish, excavate or prepare the site for development of the Project in accordance with the City Building and Zoning Code and continuing consistently until completion of construction of the Project as applicable in accordance with the Florida Building Code.

2.5. **"Community Outreach Partner" means the for-profit or non-profit group or** organization selected by Developer with whom Developer shall coordinate on the issues and obligations in this Agreement pertaining to employment of City residents and jobs for Locally Owned Small Businesses.

2.6. **"Completion of Construction"** shall mean the date for which the Project is complete and the Certificate(s) of Occupancy have been issued for the Project by the appropriate governing authority.

2.7. **"Contractor"** means a general contractor, a subcontractor or any other business entering into a contract with the Developer related to the construction of the Project or part thereof.

2.8. **"CRA Share"** means 30% of Net Revenues.

2.9. **"Effective Date"** shall mean the date the last party to this Agreement executes this Agreement.

2.10. **"Good Faith Effort"** is considered to have been made when the respective parties have used reasonable means to comply with the associated directives and/or provisions set forth in this Agreement.

2.11. **"Locally Owned Small Businesses"** means any business that is wholly owned by individuals who reside in the City. If a business is owned by a corporation, then the corporation must be wholly owned by individuals who reside in the City. If the business is owned by a partnership or limited liability company, then at least 20% of its partners or members must reside in the City.

2.12. **"Net Revenues"** shall mean all revenue derived from Parking Meters from the Parking Improvements, less a reasonable fee paid to a third party for management of the

Parking Meters for the Parking Improvements including the costs (if any) to Developer for the use and management of a Parking Meter service. Expenses related to insurance, property taxes, cleaning costs, deferred maintenance, and similar items shall not be subtracted from revenue for purposes of determining Net Revenues.

2.13. **"Parking Improvements"** means one hundred and twenty (120) covered public parking spaces located on the first and second floors of the parking garage in the Project, all of which are restricted for use by the public in perpetuity.

2.14. **"Parking Meter"** shall mean any means or device by which the driver of a vehicle shall pay for the use of a parking space.

2.15. **"Pledged Project Increment Revenue"** means an amount calculated by multiplying Tax Increment Revenue from the Project by an agreed upon percentage factor as provided for in this Agreement.

2.16. **"Property"** means the property subject to this Agreement upon which the Project shall be developed as more particularly described in "Exhibit C" hereto.

2.17. **"Site Plan"** shall mean the approved Site Plan attached hereto as Exhibit "A," approved by the City of Boynton Beach, file MMPM 22-004 & MMSP 22-035.

2.18. **"Tax Increment Revenue"** shall mean the amount deposited in the Redevelopment Trust Fund for the Boynton Beach Community Redevelopment Area, pursuant to Florida Statutes, Section 163.387, that is attributable to the Project.

Section 3. Developer's Obligations and Covenants.

3.1. **Construction of the Project.** Developer agrees to Commence Construction of the Project within two (2) years of the Effective Date of this Agreement.

3.1.1. The Project shall conform to the Site Plan and shall include the following, which shall hereinafter be referred to as "Improvements":

a. Upon commencement of construction, Developer shall host a groundbreaking ceremony, and upon receipt of the Certificate of Occupancy for the residential units, the Developer shall host a ribbon-cutting ceremony. The CRA will be in attendance at each of these ceremonies and Developer shall coordinate planning of the ceremonies with the CRA.

b. Developer shall construct a minimum of 336 residential units.

c. Developer shall construct a minimum of 8,000 square feet of ground floor restaurant and retail space.

d. Developer shall construct a minimum of 21,890 square feet of open space, which shall include a linear park that abuts the railroad right-of-way located in parcel identified by Parcel Control Number 08-43-45-28-00-000-1090. The linear park shall include walking paths and enhanced landscaping.

e. Developer shall construct the Parking Improvements.

f. Developer shall install in the parking garage provisions and conduit pipe to accommodate a minimum of 15 electric vehicle charging stations of charging level Type 2 or higher. The specific number and location of spaces to receive such conduit to be mutually agreed to by the Parties prior to finalization of construction plans for the parking associated with the Project. This conduit shall be placed such that future charging stations will be within the Parking Improvements area. This section shall not be read to require Developer to bear the costs of installing any such charging stations or the related electrical transmission lines.

3.1.2. Prior to and during the construction of the Project, the Developer shall:

a. Hire a job placement consultant during the construction period of this Agreement;

b. Host a job fair within the CRA;

c. When feasible, give priority to Contractors that are Locally Owned Small Businesses to participate in the construction of the Project;

d. Include in all contracts with Contractors requirements that the Contractors use Good Faith Efforts to hire and train City residents to participate in the construction of the Project;

e. Provide a list of job positions and descriptions to the Community Outreach Partner and agree to give priority to qualified job applicants referred by the Community Outreach Partner to participate in the construction of the Project;

f. Use Good Faith Efforts to offer permanent job positions resulting from the Project to qualified City residents; and

g. Notify and refer job training and job placement opportunities to the Boynton Beach Community High School and South Tech Academy in Boynton Beach in the event each are able and willing to provide such training.

3.1.3. The Site Plan may undergo minor modifications without requiring amendment to this Agreement so long as there is no alteration to the Parking Improvements and the modified site plan is substantially similar to the Site Plan. For purposes of this section, any modification to the Site Plan that requires approval by the City Commission shall not be considered a minor modification. Any modification that is not a minor modification shall require the approval of this CRA; otherwise, this Agreement may be terminated by the CRA in its sole discretion.

3.2. Parking Improvements. In addition to constructing the Parking Improvements, Developer shall be responsible for the following with respect to the Parking Improvements:

3.2.1. The Parking Improvements and each parking space therein shall be designated clearly by signage as set aside for public use.

3.2.2. Developer will install Parking Meters for each space within the Parking Improvements and shall charge for parking at a rate consistent with market standards.

3.2.3. Developer shall be responsible for managing, maintaining, repairing and installing

the Parking Improvements.

3.2.4. Developer shall provide the CRA Share to the CRA in perpetuity and in accordance with this section. At such time as the CRA ceases to exist, the CRA Share shall be provided to the City in perpetuity. Developer shall distribute the CRA Share no later than January 10th of each year following the Completion of Construction.

3.2.5. Along with the distribution of the CRA Share, Developer shall also provide to the CRA, in each year following Completion of Construction, a report detailing Parking Improvement usage and fees collected including a report reflecting costs associated with such usage and costs referred to in Paragraph 2.12. This information shall be included in the Annual Performance Report required by Section 4 herein.

3.3. Parking Easement or Lease. Prior to Completion of Construction, CRA and Developer shall execute a parking easement and contract (or, at the CRA's option, a 99 year lease) for the benefit of the City and CRA which easement and contract (or lease) shall ensure that the Parking Improvements shall be for reserved for use by the public in perpetuity and the CRA (and later the City) receives the CRA Share in perpetuity. Such easement (or lease) shall run with the land and be recorded in the Official Record Books of Palm Beach County.

3.4. Residential Construction. Construction of the residential units for the Project shall be in compliance with the following green building standards:

a. Developer shall provide all air conditioners, all of which shall be Energy Star qualified with a minimum of SEER 16.

b. Developer shall provide roofing materials with an SRI 75 for all Project's low-sloped roofs to achieve a minimum of 75% of the roof above the parking and the residential parts.

c. Developer shall provide 100% Energy Star appliances within the Project.

3.5. Retail Subsidy. Developer shall provide within the Project a 1,000 square-foot rental unit ("Retail Space"), plus outdoor seating, for a neighborhood coffee shop that shall be accessible from the interior and the exterior of the Project building. Developer shall rent this unit at 50% of market price for a period of 15 years. Developer may require tenant to pay for property taxes, insurance, and maintenance, and to pay for the interior build out the unit. Developer shall make Good Faith Efforts to locate and lease to a coffee shop; however, if unsuccessful, Developer may seek alternative tenants to lease to under the terms described in this section. To give priority to Locally Owned Small Businesses within the City, the Developer shall provide the CRA with notice of its intent to lease the Retail Space and the expected commencement date of such lease for the Retail Space. The notice shall also include the proposed term and rental rate of the lease. The CRA hereby agrees to post on its website the retail lease opportunity and at its sole discretion may use other social and print media to advertise the lease opportunity. Upon the expiration of the 90 day period, if no viable Locally Owned Business responds to the CRA efforts, Developer may execute a lease at 50% of the market price in accordance with this paragraph.

3.6. Corner Plaza. Developer represents that its affiliate owns the parcel located at the northeastern corner of 3rd Street and Ocean Avenue in Boynton Beach Florida, identified by parcel control numbers 08434528320000040, 08434528320000010, 08434528320000020, and 08434528320000030 (the "Corner Lot"), and that Developer can fulfill its obligations under this Section 3.6. Developer shall, at no expense to the CRA, build a plaza on the Corner Lot that shall include benches, seating, landscaping, and shall be open to the public in perpetuity. The Parties agree the CRA shall not object to the Developer requesting impact fee credits from the City for the development and use of the Corner Lot as public open space in accordance with this section and the City Code, or to Developer donating the Corner Lot to the City, so long as Developer ensures the Corner Lot shall be open to the public in perpetuity. If necessary, Developer shall acquire the Corner Lot to fulfill its obligations under this Section.

Section 4. **Section 4.** **Annual Performance Report.** Commencing upon one year from the Effective Date and continuing until such time as the Agreement is terminated, Developer shall annually provide the CRA with a report ("Annual Performance Report") for the Project indicating the status of Developer's compliance with the requirements of this Agreement and evidencing that Developer has paid all property taxes for the Property for the preceding year. Such report must be submitted to the CRA no later than the last day of April for the preceding year. In addition, Developer shall present an annual status report to the CRA Board upon request.

Section 5. Disbursal Requirements.

5.1. The following are conditions precedent to CRA's annual disbursal of and Developer's receipt of any Pledged Project Increment Revenue pursuant to this Agreement:

5.1.1. Developer must have timely provided its Annual Performance Report;

5.1.2. Upon receipt of the Annual Performance Report, at the next available CRA meeting, the CRA shall review the Annual Performance Report for consistency with the requirements in Section 4 above and compliance with all conditions precedent for receiving Pledged Increment Revenue for the Project. Upon finding such compliance and consistency, CRA shall approve the Annual Performance Report, which approval shall not be unreasonably withheld;

5.1.3. The CRA has received Tax Increment Revenues from the Project on the Property subsequent to the Base Year and Completion of Construction; and

5.1.4. Developer is not in material default under any terms or provisions of this Agreement. Developer shall not be entitled to any Pledged Project Increment Revenue payments for such calendar year if the Developer has failed to meet its obligations under this Agreement or is otherwise in material default under the terms of this Agreement and has failed to sufficiently cure the default within any applicable notice and cure period after appropriate notice of such default has been given. There is no obligation by the CRA to disburse the Pledged Increment Revenue during any period in which Developer is in default, provided that, once a default is cured, Developer shall

receive its Pledged Increment Revenue payments for the remainder of the TIR Term (defined below), provided Developer is not in default under this Agreement.

5.2. Certification.

5.2.1. Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.1. of this Agreement by providing a Certificate of Occupancy for all residential components of the Improvements and Certificate of Completion of the shell for all nonresidential components of the Improvements from the City of Boynton Beach indicating the 100 percent completion of all Improvements and demonstrating that the taxable value of all Improvements have been placed on the Palm Beach County tax rolls for the Property.

5.2.2. Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.1.2 of this Agreement by:

a. Demonstrating that it hired and utilized the services of a job placement consultant and by reporting the job placement consultant's activities during construction of the Project;

b. Demonstrating that it held a job fair in the CRA Area; and

c. Requiring all Contractors covered by the terms of this Agreement to provide annual copies of its records, reports or any other information necessary to monitor compliance with the provisions of Section 3.1.2 of this Agreement and require all Contractors to submit annual payrolls to the Developer that include the following information: name, address and the number of hours worked for the period, until a Certificate of Occupancy is issued for at least 90% of the residential units of the Project.

5.2.3. Developer shall certify in its Annual Performance Report that it has met its obligation under Section 3.2 of this Agreement (a) by demonstrating that it has constructed the Parking Improvements, (b) by documenting signage and other means by which these Parking Improvements are clearly identified as public parking, (c) by demonstrating payment to the CRA of the CRA Share, and (d) by providing the documentation required by Section 3.2.5 of this Agreement.

5.2.4. Developer shall confirm in its Annual Performance Report that it has met its obligations under Section 3.3 and 3.4 of this Agreement.

Section 6. Pledged Project Increment Revenue.

6.1. Formula and Term.

6.1.1. The amount of the Pledged Project Increment Revenue to be paid to Developer pursuant to this Agreement shall not exceed Nine Million One Hundred Thousand Dollars ($9,100,000.00) ("TIR Cap") and shall be calculated based on the following formula:

The CRA hereby agrees to pledge and assign to Developer pursuant to the

terms of this Agreement, an annual amount which equals ninety-five percent (95%) of the Tax Increment Revenue, for a twelve (12) year term, not to exceed a total of Nine Million One Hundred Thousand Dollars ($9,100,000.00) commencing on the last day of the year, provided that all of the following conditions are met ("TIR Term"):

A. The Developer has achieved Completion of Construction;

B. All elements of the Project have been placed on the Tax Roll;

C. The CRA has received Tax Increment Revenue from the Project;

D. The Annual Performance Report is received and found to be sufficient by the CRA, which finding shall not be unreasonably withheld, conditioned or delayed; and

E. Developer is not in default under this Agreement.

Provided the above conditions precedent are satisfied, the CRA shall disburse the Tax Increment Revenue to the Developer as soon as practicable after the CRA receives the Tax Increment Revenue.

6.2. No Prior Pledge of Pledged Project Increment Revenues. The CRA warrants and represents that the Pledged Project Increment Revenues are not the subject of any prior pledge by the CRA and agrees that such revenues shall not be assigned, pledged, hypothecated or secured by the CRA for the period covered by the term of this Agreement.

6.3. Form of Payment. Payment shall be in the form of a CRA check made payable to the Developer. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Developer, either wholly or in part, and no payment shall be construed to relieve Developer of obligations under this Agreement or to be an acceptance of faulty or incomplete rendition of Developer's obligations under this Agreement.

Section 7. Notice and Contact. Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested. The use of electronic communication is not considered as providing proper notice pursuant to this Agreement.

If to CRA, such notice shall be addressed to:

Timothy Tack, Acting Executive Director

Boynton Beach Community Redevelopment Agency

100 E. Ocean Avenue, 4th Floor

Boynton Beach, Florida 33435

With a copy to:

Kathryn B. Rossmell, Esq.

Lewis, Longman & Walker, P.A.

360 South Rosemary Avenue

Suite 1100

West Palm Beach, Florida 33401

If to Developer, such notice shall be addressed to:

Mr. Manny Mato

BB North, LLC

6000 SW 74th St, 4th Floor,

South Miami, FL 33143

With a copy to:

Bonnie Miskel, Esq.

Dunay, Miskel and Backman, LLP

14 SE 4th Street, Suite 36

Boca Raton, FL 33432

Section 8. **Section 8. Default.** The failure of Developer to comply with the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. The CRA shall deliver written notice to the Developer of such failure in accordance with the Notice Provision herein, in which case, the Developer shall have thirty (30) days after receipt of said notice from the CRA to cure such default. Notwithstanding anything to the contrary herein, if such violation or failure will reasonably require longer than thirty (30) days to cure, and so long as the Developer begins and continuously prosecutes the curing of the same to completion with due diligence, the Developer shall have such additional time as reasonably necessary to remedy such failure of violation. If Developer fails to cure the default as provided herein, the CRA may terminate this Agreement and all obligations for payment of Pledged Project Increment Revenue to Developer shall cease.

Section 9. **Section 9. Termination.** Unless earlier terminated pursuant to the terms herein, this Agreement shall automatically terminate upon the earlier of (a) last disbursement of Pledged Project Increment Revenue to Developer for the Project; (b) within five (5) years of the Effective Date if the Developer has not completed construction of the Project; or (c) two years after the Effective Date, if the Developer has failed to commence construction of the Project, subject to force majeure, except that Developer may request from the CRA one six (6) month extension which request shall not be unreasonably withheld so long as Developer

has shown good faith efforts to comply with this deadline. Either Party may elect to terminate this Agreement by providing 45 days written notice to the other Party upon one or more of the following occurrences:

a. The default of either Party, if such default is not cured within the time prescribed by this Agreement;

b. The Parties enter into a mutually agreed upon, written Addendum, the effect of which is to terminate this Agreement.

Section 10. Miscellaneous Provisions.

10.1 Waiver. The CRA shall not be responsible for any property damages or personal injury sustained by Developer from any cause whatsoever related to the development of the Project, whether such damage or injury occurs before, during, or after the construction of the Project or the term of this Agreement. Developer 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 Developer. **This waiver, discharge, and release specifically include negligence by the CRA, its agents, or its employees, to the fullest extent the law allows.**

10.2 Indemnification. Developer 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 (including equipment installation and removal) of Developer. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This section shall not be construed to require Developer to indemnify the CRA for the CRA's own 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.

10.3 Assignment. This Agreement may only be assigned by the Developer to record owners of the Property with the prior written consent of the CRA, which consent shall not be unreasonably withheld, provided, however, that any assignee hereto shall specifically assume all of the obligations of and benefits to the Developer under this Agreement.

10.4 Successors and Assigns. The CRA and Developer each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the Developer.

10.5 No Discrimination. Developer shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or

disability for any reason in its hiring or contracting practices associated with this Agreement.

10.6 No Partnership, Etc. Developer 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 Developer is an independent contractor and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance under this Agreement.

10.7 Public Records: The CRA is a public agency subject to Chapter 119, Florida Statutes. Developer shall comply with Florida's Public Records Law. Specifically, the Developer shall:

a. Keep and maintain public records required by the CRA to perform the public services provided for 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 this chapter 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 for the duration of the contract term and following completion of the contract if Developer does not transfer the records to the CRA.

d. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of Developer or keep and maintain public records required by the CRA to perform the service. If Developer transfers all public records to the public agency upon completion of the contract, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer 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.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)737-3256; 100 East Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435; or TackT@bbfl.us.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

10.12 Independent Advice. 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.

10.13 Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be achieved. To that end, this Agreement is declared severable.

10.14 Voluntary Waiver of Provisions. The CRA may, in its sole and absolute discretion, waive any requirement of Developer contained in this Agreement.

10.15 Compliance with Laws. In its performance under this Agreement, Developer shall comply with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations.

10.16 Survival. The provisions of this Agreement regarding public records, indemnity, and waiver shall survive the expiration or termination of this Agreement and remain in full force and effect.

10.17 Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent and for so long as such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, pandemics, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority, or the other Party. Events of Force Majeure shall extend the period for the performance of the

obligations for a period equal to the period(s) of any such delay(s). All terms contained herein shall be subject to Force Majeure.

10.18 Computation of Time. Any reference herein to time periods which are not measured in Business Days and that are less than six (6) days shall not include Saturdays, Sundays, and legal holidays in the computation thereof. Any period provided for in this Agreement which ends on a Saturday, Sunday, or legal holiday shall extend to 5 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 computation thereof. For purposes of this Agreement, Business Days shall mean Monday through Friday but shall exclude state and federal holidays.

10.19 Effective Date. This Agreement will become effective upon the date and time the last party executes this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

(signature of witness)

ARTURO S. HEVIA

(printed name of witness)

15697 SW 53 ST

MIRAMAR, FLA. 33027

(address of witness)

(signature of witness)

M. YESENIA RODRIGUEZ

(printed name of witness)

2705 SW 187 AVE

MIRAMAR FL 33029

(address of witness)

BB NORTH LLC, a Delaware limited liability company

By: _____

Print Name: Manuel Mato

Title: President

STATE OF FLORIDA
COUNTY OF MIAMI DADE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, appeared before me by (X) physical presence or ( ) online notarization this 06 day of JANUARY, 2024, 2025 by MANUEL MATO, as PRESIDENT of BB NORTH LLC, a Delaware limited liability company, who is (X) personally known to me or ( ) produced _____ as identification.

(SEAL)

Notary Public State of Florida
Maria Yesenia Rodriguez
My Commission HH 512959
Expires 4/7/2026

Notary Public, State of FLORIDA

M. YESENIA RODRIGUEZ

My Commission Expires:

Name of Notary Typed, Printed or Stamped

WITNESSES:

Vicki Curfman
(signature of witness)
Vicki Curfman
(printed name of witness)
100 E. Ocean Ave, 4th Floor
Boynton Beach, FL 33435
(address of witness)

(signature of witness)
Theresa Otterback
(printed name of witness)

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____ 1/7/2025
Print Name: Ty Persenga
Title: BBCRA Board Chair

100 E Ocean Avenue 4th floor
Boynton Beach FL 33435
(address of witness)

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, appeared before me by ☒ physical presence or ○ online notarization this 7 day of JANUARY, 2025, by TY PENSERGA, as BOARD CHAIR of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, who is ☒ personally known to me or ○ produced _____ as identification.

(SEAL)

BONNIE NICKLIEN
Notary Public-State of Florida
Commission # HH 87189
My Commission Expires
May 25,2025

Notary Public, State of Florida

My Commission Expires:

BONNIE NICKLIEN
Name of Notary Typed, Printed or Stamped

EXHIBIT A

The City of Boynton Beach

Development Department
Planning & Zoning Division
100 E Ocean Ave
Boynton Beach, Florida 33426
(P): 561-742-6260
www.boynton-beach.org

September 27, 2023

Bradley Miller, AICP
Urban Design Studio
610 Clematis Street
West Palm Beach, FL 33401

Re: **Villages at East Ocean (North)**
South side of Boynton Beach Boulevard to Ocean Avenue between the F.E.C Railroad and NE 3rd Street
MMPM 22-004 & MMSP 22-035

Dear Bradley:

The City has reviewed your Minor Site Plan Modification application (MMPM 22-004 & MMSP 22-035) date-stamped January 16, 2023, requesting administrative review and approval of modifications to the original site plan, including:

- Reconfiguration of the building footprint;
- Changes to the dwelling unit mix;
- Relocation of the clubhouse spaces;
- Reduction of the commercial space;
- Addition of live/work units; and
- Minor changes to the parking garage façade.

Please be informed that the proposed changes depicted on the revised set of plans date-stamped January 16, 2023 are "minor" as defined within the Land Development Regulations, Chapter 2 - Site Plan Review. This project may continue to be processed by the Building Division as a permit application, subject to the following conditions:

Planning and Zoning

1. An approved Sign Program will be required for the project and prior to approval of any type of sign permit.
2. Relocate the existing overhead powerlines on Boynton Beach Blvd to be underground.
3. The pedestrian path adjacent to the railroad shall allow free public access from Ocean Avenue to Boynton Beach Boulevard along the east side of the project and to the public space noted on the plans.
4. The proposed sidewalks shall consist of Holland-Stone pavers, red/charcoal color mix 2 by Paver Systems, Inc., or equal, laid in a 4 S herringbone pattern to continue the current design elements in place along Federal Highway.
5. Revise the Landscape Plan (L-3) to indicate a minimum of 4-inch caliper for all trees, with the exception of the proposed Orange Geiger signature trees.

Development Department
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6. If possible, relocate the proposed signature trees closer to the entry drive.
7. At time of Building Permit, all drawings should depict the improvements within the right-of-way along the west side of the abutting condominium building, including roadway, sidewalk, light poles, landscaping, etc., in order to continue the proposed streetscape design from Boynton Beach Boulevard south to Ocean Avenue.
8. All Conditions of Approval associated with the initial approval of MSPM 17-003 must be addressed prior to permitting.

Engineering

9. Prior to the issuance of any building permits, the applicant shall obtain the final plat approval and the Land Development Permit (LDP) from the Engineering Division. The final plat shall conform to the corresponding approved master plan.
10. Obtain and submit a copy of all permits from outside agencies such as Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD), Lake Worth Drainage District (LWDD), Florida Department of Environmental Protection (FDEP), Palm Beach County Health Department (PBCHD), Palm Beach County Engineering Department (PBCED), Palm Beach County Department of Environmental Resource Management (PBCDERM) and any others, shall be provided.
11. On-street parking shall be setback from intersections a minimum of fifty (50) feet measured from R/W of intersecting roadway.
12. All street lighting shall conform with the latest standard FPL light poles (as provided by City staff) and overhead lines relocated underground.
13. The developer shall underground all existing overhead lines within and adjacent to the subject project. Easements shall be coordinated with requisite utility authorities and shall be provided for the installation of underground utilities or relocating existing facilities in conformance with the respective utility authority's rules and regulations. The developer shall be responsible for the necessary cost and other arrangements needed to underground the utilities with each of the persons, firms, or corporations furnishing utility service involved.
14. Where a five (5)-foot sidewalk is not provided within the public R/W, a sidewalk easement along and adjacent to the R/W shall be dedicated to the City to encompass a minimum five (5)-foot wide public walk. Indicate sidewalk easements on plans and sections.
15. Per LDR Ch. 2. Art. III. Sec.5, final plans shall conform with the Engineering Design Handbook and Construction Standards and Chapter 4 of the Land Development Regulations.
16. In accordance with the City's engineering design requirements for a major driveway (>2000 trips per day), plans shall include the following dimensions: a minimum one hundred (100) foot distance from the street right-of-way line to any interior service drive or parking space, a minimum ingress lane fourteen (14) foot wide, a minimum egress lane twelve (12)-foot wide, and a minimum forty (40) foot radii.

Development Department
Planning & Zoning Division
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Boynton Beach, Florida 33426
(P): 561-742-6260
www.boynton-beach.org

17. Prior to the issuance of any building permit, the applicant shall submit and obtain a Land Development Permit for all Utility and Infrastructure requirements of the 2010 LDR Ch. 4 Art. VIII. also known as "City Required Improvements".
18. Per the provided TPS Letter, construct a southbound left turn lane on NE 3rd Street at the project's main drive and dedicate a roadway easement to accommodate said left turn lane.
19. The ADA parking space located adjacent to the trash room shall provide five (5)-foot accessible route clear of doors. All off-street parking shall meet the 2010 LDR, Chapter 4, Article VI.
20. All plans shall be in accordance with and reference the latest City details.
21. Revise Auto-turn plan to label the compactor location and include full maneuverability into and out of the service area to access the compactor.
22. Please note that changes or revisions to these plans may generate additional comments. Acceptance of these plans during the DART (Development Application Review Team) process does not ensure that additional comments may not be generated at time of permit review.

Utilities

23. The existing 6-inch DIP water main on E. Boynton Beach shall be replaced along the property line by a twelve (12)-inch C-900 PVC pipe to provide adequate pressure and flow for the project. We understand that a note has been added to the plans to indicating the water main replacement, but the twelve (12)-inch C-900 PVC main shall be shown on the water and sewer plans.
24. The fire hydrant branch along the east side of the building is approximately 310 linear feet, which exceeds the allowable distance for a fire hydrant branch. The City agrees with the applicant's request to install a water main along the east property line. However, rather than being privately owned, the City will take ownership of the on-site water main system once it is put in service within a dedicated utility easement.
25. The existing twelve (12)-inch gravity sewer main on NE 3rd Street is vitrified clay pipe (VCP) and shall be lined utilizing cured-in-place pipe (CIPP) methods.
26. At the time of permitting, provide detailed engineering calculations for the wastewater flow for the project and proposed connection points to the existing sanitary sewer system. The capacity in the sanitary sewer system and existing pipe sizes shall be considered to determine if the project can be served by gravity sewer or if a lift station will be required.
27. For better water quality, Utilities does not allow dead end in the water main system. The applicant is required to extend the section of the water main on E Ocean Avenue along the east property line of the Villages South.
28. The project is required to meet the SFWMD 25-year 72 hr. design storm pre-post peak flow requirements and SFWMD onsite treatment requirements (1.0 inches or runoff from the for 2.5 inches of rainfall). Additionally, no direct connection is allowed from the 580 linear feet of drainage system on NE 3rd Street. Exfiltration trenches shall be provided on NE 3rd Street

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and a control structure is needed before connecting to the City storm sewer system on E Ocean Avenue.

Fire

29. Provide a Fire Department access gate near the fire hydrant located near the bike storage and railroad tracks on the east side. Fire hydrants shall not be more than twelve (12) feet from Fire Department access roads. NFPA 1- 18.2.2; 18.5.1.5
30. Fire hydrants shall not be more than twelve (12) feet from Fire Department access roads. NFPA 1- 18.5.1.6

Police

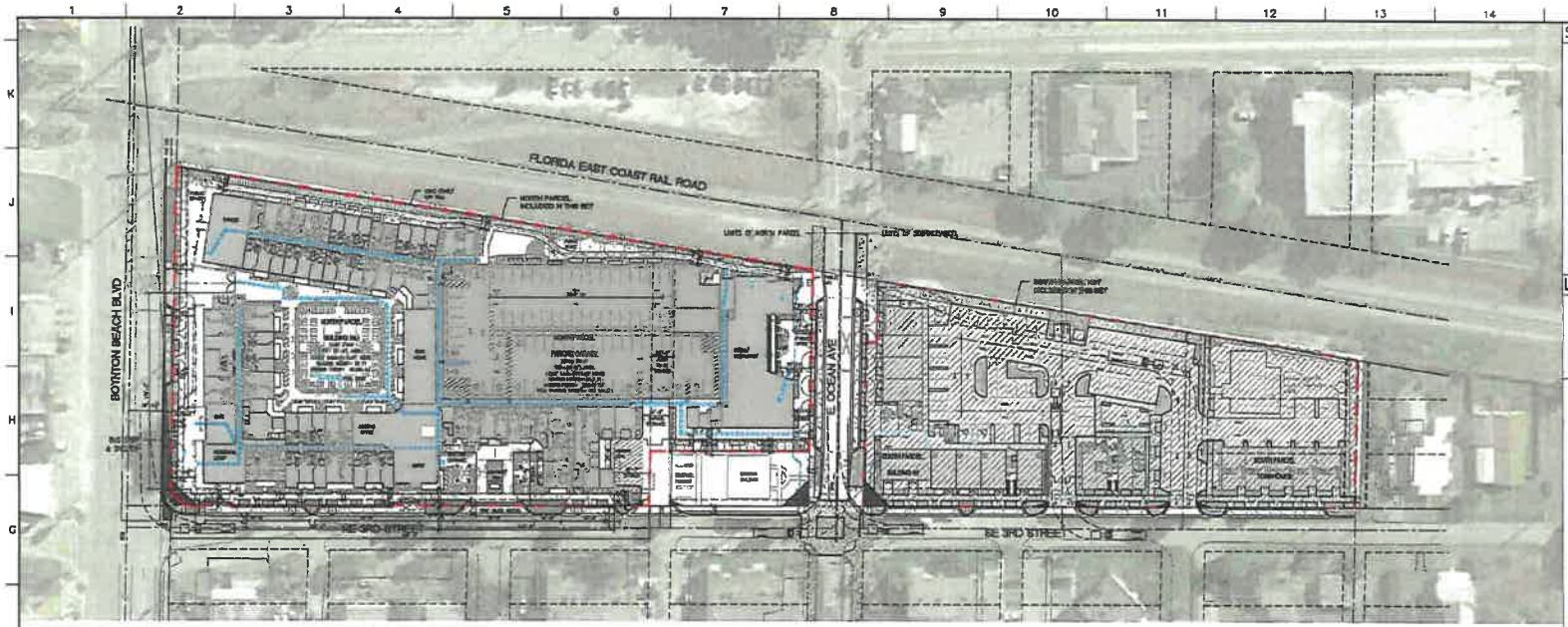
31. Consider installing and maintaining security cameras in the parking garage, bike storage room and public hallways/ rooms.
32. Pedestrian accommodations need (separate from the handicap access aisle) to be accommodated near the garage entrance/exit to avoid conflict with vehicular traffic. Handicap access aisles cannot be used. Revise all documents for consistency.
33. Clearly define the accessible route from the Garage to the Public Sidewalk on NE 3rd Street.

Public Art

35. The applicant must coordinate with the Public Arts Manager to establish the appropriate location and type of the required public art.
36. Commission a sculpture for the southeast corner of the site as depicted on the approved Site Plan (AS1.11).

Should you have any questions or concerns, you may contact the Planning & Zoning Division at 561-742-6260.

Sincerely,
Amanda B. Radigan, AICP
Planning and Zoning Director



SITE NOTES

1. THIS PROJECT SHALL BE EQUIPPED WITH FIRE ALARM, FIRE SPRINKLER, FIRE PUMP AND STANDPIPES AS REQUIRED BY THE F.B.C.
2. BUILDINGS, STRUCTURES AND PARTS THEREOF SHALL BE DESIGNED TO WITHSTAND THE MINIMUM WIND LOADS OF 170 MPH, WIND FORCES ON EVERY BUILDING OR STRUCTURE SHALL BE DETERMINED BY THE PROVISIONS OF ASCE 7 AND THE PROVISIONS OF 2014 F.B.C., SECTION 1609 (WIND LOADS).
3. BUILDINGS THREE-STORIES OR HIGHER SHALL BE EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM PER F.S. 553.895. FIRE PROTECTION PLANS AND HYDRAULIC CALCULATIONS SHALL BE INCLUDED WITH THE BUILDING PLANS AT THE TIME OF PERMIT APPLICATION AND SHALL COMPLY WITH CHAPTER 9 OF THE 2014 F.B.C.
4. THE PROPOSED FINISH FLOOR ELEVATION 14.5' NGVD IS ABOVE THE HIGHEST 100-YEAR BASE FLOOD ELEVATION APPLICABLE TO THE BUILDING SITE, AS DETERMINED BY THE SFWMD'S SURFACE WATER MANAGEMENT CONSTRUCTION DEVELOPMENT REGULATIONS.
5. ALL PLANS SUBMITTED FOR PERMITTING SHALL MEET THE CITY'S CODES AND THE APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF PERMIT APPLICATION.

LEGEND

- ACCESSIBLE ROUTE (TO COMPLY WITH THE 2014 F.B.C. ACCESSIBILITY).
- BR BICYCLE RACK
- B BENCH
- T TRASH RECEPTACLE

MASTER SITE PLAN DATA

PROJECT DESCRIPTION	NORTH PARCEL - THE VILLAGES AT EAST OCEAN AVENUE, BOYNTON BEACH, FL 33435
PROJECT LOCATION	BOYNTON BEACH, FL SITE ADDRESS: 405 EAST OCEAN AVENUE BOYNTON BEACH, FL 33435
FLOOD ZONE	X (NOT SHADED)
FINISH FLOOR ELEVATION	14.5' (MINIMUM 17' NGVD +2'-0")
PCN NUMBERS	08-43-45-34-04-000-0040 08-43-45-34-04-000-0050 08-43-45-34-03-000-0010 08-43-45-34-03-000-0020 08-43-45-34-03-000-0030 08-43-45-34-03-000-0060 08-43-45-34-03-000-0070 08-43-45-34-03-000-0080 08-43-45-34-03-000-0090 08-43-45-34-03-000-0100 08-43-45-34-03-000-0110 08-43-45-34-03-000-0120 08-43-45-34-03-000-0130 08-43-45-34-03-000-0140 08-43-45-34-03-000-0150 08-43-45-34-03-000-0160 08-43-45-34-03-000-0170 08-43-45-34-03-000-0180 08-43-45-34-03-000-0190 08-43-45-34-03-000-0200 08-43-45-34-03-000-0210 08-43-45-34-03-000-0220 08-43-45-34-03-000-0230 08-43-45-34-03-000-0240 08-43-45-34-03-000-0250 08-43-45-34-03-000-0260
EXISTING ZONING	MU-CORE
PROPOSED ZONING	MU-CORE
EXISTING USE	REDEVELOPMENT OPPORTUNITY
PROPOSED USE	LIMITED USE
EXISTING FUTURE LAND USE	LIMITED MIXED USE (MU)
PROPOSED FUTURE LAND USE	LIMITED MIXED USE (MU)
USE AND OCCUPANCY	RESIDENTIAL R-2
TYPE OF CONSTRUCTION	TYPE III
LOT AREA	1,377 ACRES / 59,987 SF / 1.7

GROSS AREA CALCULATION

LEVEL	BUILDING No.1	PARKING GARAGE
FIRST LEVEL	49,605 S.F.	30,943 S.F.
SECOND LEVEL	56,672 S.F.	38,753 S.F.
THIRD LEVEL	56,672 S.F.	38,753 S.F.
FOURTH LEVEL	56,672 S.F.	38,753 S.F.
FIFTH LEVEL	54,836 S.F.	38,753 S.F.
SIXTH LEVEL	49,134 S.F.	38,753 S.F.
SEVENTH LEVEL	47,298 S.F.	17,438 S.F.
EIGHTH LEVEL	36,138 S.F.	
RESTAURANT	3,445 S.F.	
RETAIL	2,946 S.F.	
SUBTOTAL	434,877 S.F.	302,117 S.F.
TOTAL GROSS AREA		736,994 S.F.

UNIT MIX SUMMARY

No. OF BED/BATH	TOTAL NUMBER OF UNITS	%
ONE WORK	2	2%
1 BED / 1 BATH	115	39%
2 BED / 2 BATH	165	56%
3 BED / 2 BATH	10	3%
LOFT / 3 BD	3	1%
TOTAL	295	100%

DEVELOPMENT REGULATION

DEVELOPMENT REGULATION	CODE SECTION	DISTRICT			
			MIN. REQUIRED		60 FT
			MAX. ALLOWED (1)		150 FT
			MEASURED		60 FEET
STRUCTURE HEIGHT (FT)	CHAPTER 3, ARTICLE III, SEC. 5, C. 1 (TABLE 3-21)	MU-CORE	(1) REDUCED TO 125 FT WHERE PROPERTY ABUTS ANY MU-H OR RESIDENTIAL ZONING DISTRICT NOT SEPARATED BY A RIGHT OF WAY		
DENSITY	CHAPTER 3, ARTICLE III, SEC. 5, C. 2 (TABLE 3-21)	MU-CORE	MAX. ALLOWED (1)		45 UNITS/ACRE
			REQUESTED		45.10 UNITS/ACRE
			(1) MAY BE INCREASED UP TO 25% (ADDITIONAL 28 UNITS) OVER THE MAXIMUM DENSITY ALLOWED IN THE UNDERLYING ZONING DISTRICT		
FAR	CHAPTER 3, ARTICLE III, SEC. 5, C. 1 (TABLE 3-21)	MU-CORE	MAX. PERMITTED	RATIO: 4.0	AREA: 240,480 S.F.
			MIN. REQUIRED	RATIO: 2.0	AREA: 240,480 S.F.
			PROPOSED	RATIO: 2.01	AREA: 413,877 S.F.
BUILD-TO-LINE	CHAPTER 2, ARTICLE III, SEC. 5, C. 1 (STREET 3-21)	MU-CORE	MIN. REQUIRED	FRONT: 0 FT REAR: 0 FT INTERIOR SIDE: 0 FT	
PEDESTRIAN ZONE		MU-CORE	MIN. REQUIRED		365 FT
OPEN SPACE	CHAPTER 3, ARTICLE III, SEC. 5, C. 1 (TABLE 3-21)	MU-CORE	MIN. REQUIRED	PERCENT: 5%	AREA: 1,760 SQ. FT.
			PROPOSED	15%	11,990 S.F.
PERIMETER LANDSCAPE	CHAPTER 6, ARTICLE V, SEC.4	MU-CORE	MIN. REQUIRED		5 FT
			PROPOSED		5 FT
OFF-STREET LOADING	CHAPTER 4, ARTICLE VI, SEC.3, (3)	MU-CORE	MIN. 12'-0" x 35'-0" (14' HEIGHT CLEAR)		2 SPACES
ENCROACHMENTS	PER CHAPTER 3 OF THE CRA DESIGN STANDARDS	MU-CORE		MAX. ALLOWED	PROPOSED
			EDGE OF ROW	5 FT	4 FT
			BALCONIES	4 FT	4 FT
			AWNINGS	5 FT	5 FT
PEDESTRIAN AND BICYCLIST AMENITIES	PER CHAPTER 6, ARTICLE VI, SEC. 2 (TABLE 6-10)	DWELLING, MULTI-FAMILY (3+ UNITS)	REQUIRED		
			BICYCLE RACKS	1 PER 10 UNITS OR 1,000 SF OF AREA = (2)	
			BENCHES	1 PER 20 UNITS OR 1,000 SF OF AREA = (15)	
			TRASH RECEPTACLES	1 PER 20 UNITS OR 1,000 SF OF AREA = (15)	
			PROVIDED		
			BICYCLE RACKS		2
			BENCHES		15

UNIT BREAKDOWN BUILDING 1 MU-CORE (8 STORIES)

No. OF BED/BATH	UNIT TYPE	UNIT AREA (S.F.)	1ST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	5TH FLOOR	6TH FLOOR	7TH FLOOR	8TH FLOOR	TOTAL UNITS
ONE WORK	LIVE AREA	2,319.67	2	0	0	0	0	0	0	0	2
	WORK AREA	158.37	0	0	0	0	0	0	0	0	
	SUB-TOTAL		2	0	0	0	0	0	0	0	2
1 BED / 1 BATH	TYPE B1	2,319.67	0	1	1	1	1	1	1	1	7
	TYPE B2	749.79	2	2	2	2	2	2	2	0	14
	TYPE B3	749.79	7	12	12	12	12	12	12	0	97
	TYPE B4	1,257.96	0	1	1	1	1	1	1	0	6
	TYPE B5.1	655.74	1	1	1	1	1	1	1	1	8
	SUB-TOTAL		10	17	17	17	17	17	17	1	132
2 BED / 2 BATH	TYPE C1	1,386.75	7	13	13	13	13	13	13	0	93
	TYPE C2	1,153.32	3	2	2	2	2	2	2	2	15
	TYPE C3	1,168.74	0	1	1	1	1	0	0	0	4
	TYPE C4	1,188.45	2	2	2	2	2	2	2	0	16
	TYPE C5	1,967.10	1	2	2	2	2	2	2	0	13
	TYPE C6	1,293.93	0	1	1	1	1	1	1	1	7
	TYPE C7	1,519.89	1	1	1	1	1	1	1	1	8
	TYPE C8	1,141.92	2	2	2	2	2	2	2	0	13
	TYPE C9	1,101.75	2	3	3	3	3	3	3	1	21
	SUB-TOTAL		18	29	29	29	29	26	26	5	191
3 BED / 2 BATH	TYPE D1	1,342.86	0	1	1	1	1	1	1	1	7
	TYPE D2	1,418.96	0	1	1	1	1	0	0	0	4
	SUB-TOTAL		0	2	2	2	2	1	1	1	11
LOFT 1 BED	TYPE E1	928.34	0	0	0	0	1	1	1	1	10
	TYPE E2	838.26	0	0	0	0	1	0	0	0	1
	TYPE E3	988.69	0	0	0	0	1	0	0	0	1
	SUB-TOTAL		0	0	0	0	3	1	1	1	12
TOTAL			30	48	48	48	51	45	45	9	295

PARKING REQUIRED

	ARTICLE V, SEC. 1, D TYPE OF UNIT	AMOUNT OF UNITS	SPACES PER UNIT	TOTAL SPACES
BUILDING No.1	LIVE + 1 BEDROOM (TYPE A)	2	1 PER 2 UNITS	1
	1 BEDROOM (TYPE B)	110	AT 1.20 SPACES	132
	2 BEDROOM (TYPE C)	207	AT 1.65 SPACES	336
	3 BEDROOM (TYPE D)	18	AT 1.65 SPACES	17
	LOFT/1 BED (TYPE E)	9	AT 1.50 SPACES	1
	GUEST PARKING	296	AT 0.15 SPACES	51
			TOTAL RESIDENTIAL	538
	RETAIL USE	4,548 S.F.	1 PER 200 S.F.	24
	RESTAURANT USE	3,445 S.F.	1 PER 2.5 SEATS - NO SEATS OVER 1 PER 100	29
			SUB-TOTAL NON-RESIDENTIAL	53
	5% PARKING REDUCTION FOR NON-RESIDENTIAL/MIXING PER ARTICLE V, SEC 2, A			4
	TOTAL NON-RESIDENTIAL			49
	TOTAL RESIDENTIAL			538
	MIN. HANDICAP REQUIRED - 2% OF TOTAL PARKING PER TABLE			11
	MIN. # OF THE 2% SHALL BE ACCESSIBLE			11

PARKING PROVIDED

BUILDING No.1 - PARKING GARAGE			
LEVEL	STANDARD PARKING 9'-0" x 18'-0"	HANDICAP PARKING 12'-0" x 18'-0"	TOTAL PARKING PER FLOOR
1ST FLOOR	92	11	93
2ND FLOOR	101	0	101
3RD FLOOR	101	0	101
4TH FLOOR	101	0	101
5TH FLOOR	101	0	101
6TH FLOOR	101	0	101
7TH FLOOR	53	0	53
SUB-TOTAL	649	11	651
SURFACE PARKING	STANDARD PARKING 9'-0" x 18'-0"	HANDICAP PARKING 12'-0" x 18'-0"	TOTAL PARKING
	13	2	15
TOTAL PARKING	662	13	676
OFF STREET LOADING			PER ARTICLE V, SEC. 2
	MIN. 12'-0" x 35'-0" CLR. HEIGHT		2 SPACES

1 MASTER SITE PLAN

AS1.10 SCALE: 1"=50'-0"

TRUE NORTH

SPA
RE-SUBMITTAL
01/13/2023

RLC ARCHITECTS, INC.
14 SE 4th St., 2nd Floor, FL 33432
561.347.1999 Fax 561.347.1997
CA 0000 Reg. No. 26000

BIM_VILLAGES AT EAST OCEAN
NORTH PARCEL
405 E.OCEAN AVENUE
BOYNTON BEACH, FL. 33435

REVISIONS

Drawing Title
MASTER SITE PLAN

Scale AS NOTED
Project No. 21185.00
Plot Date 01/13/2023

Principal:
Project Director:
Project Manager:
Drafted by: DLC
Checked by:

Sheet No.
AS1.10

EXHIBIT B

Edgewater Capital Investments

March 13, 2024

Boynton Beach Community Redevelopment Agency
Timothy Tack, Acting Executive Director
100 E. Ocean Ave
Boynton Beach, FL 33435

Re: BB North LLC Tax Increment Revenue Financing Agreement

Please accept this letter as BB North LLC's ("BB North") application for a Tax Increment Revenue Financing Agreement ("TIRFA"). BB North is the owner of +/-3.37 acres located at 405 E Ocean Avenue in the city of Boynton Beach, Florida. BB North purchased the property in May of 2022 from the previous owner who had obtained site plan approval for a mixed-use project with 336 residential units, retail on the ground floor and a structured parking garage in 2017. BB North worked within the confines of the city code to make various changes to the site plan through a minor modification (as modified the "Project"). BB North was able to increase the amount of open space, increasing the size of various plazas and a linear park along the railroad right of way. The Project now includes 668 total parking spaces, approximately 8,000 sq ft of retail and restaurant space, two plazas and a linear park along the railroad right of way that acts as a crucial pedestrian connection between Boynton Beach Blvd. and Ocean Avenue. After listening to the concern of residents and city commissioners, BB north is also dedicating 120 parking spaces on the first floors of the garage for public use, helping to alleviate the lack of parking spaces in the city's downtown.

The Project will provide substantial economic benefits to the City of Boynton Beach including $31,000,000 in CRA TIF revenues measured through FY 2041, averaging $1,850,000 annually, supporting 1,600 temporary construction jobs spread out over a period of 24-26 months for general contractor, sub-contractors, and professional service vendors, supporting 175 permanent jobs after project completion, including apartment management, building maintenance, parking management and restaurant employment. Other benefits include non-ad valorem revenue for the City and County, including $1,300,000 for a one-time City building permit fees, $2,900,000 for one-time County impact fees, and $1,375,000 annual city revenues for utility and franchise fees. Intangible revenue producing benefits include the attraction of people to the Project and its parks, including the innovative linear dog walking park along the edge of the FEC railway, and the 120 public parking spaces in the Project for visitors and those wishing to attend events in the downtown and those seeking Boynton Beach's excellent existing and future dining facilities in the area.

Public Open Spaces

The Project consists of 21,890 square feet of open space which has been thoughtfully designed to activate all sides of the Project. On Boynton Beach Blvd there is a colonnade with a café space with outdoor seating. On 3rd avenue there is a public plaza located at the center of the project with lush landscaping and benches. Ocean Avenue features the largest plaza with restaurant space wrapping it on 3 sides, beautiful trellises for pedestrian shading, lush landscaping and seating for various restaurants. Along the railroad right of way the Project incorporates a linear park with a meandering path amongst lush landscaping. Boynton Beach Blvd is currently a dead zone for pedestrian activity and the linear park should help bring pedestrian traffic to Boynton Beach Blvd and vice versa.

In addition to the Project's existing open space, an affiliate of BB North purchased a dilapidated building on the corner of Ocean Avenue and 3rd street that had accumulated various violations and was an eyesore for city residents. That building has been demolished and BB North's affiliate will be incorporating it into

the project by building a large public plaza with mature trees and space for a rotating kinetic sculpture exhibit for the city's sculptures. Another affiliate of BB North's, BB South, LLC, would also agree to donate the building located at 306 SE 1st Ave. to the City, CRA or other nonprofit entity of the city or CRA's choice (the "Recipient") provided the Recipient relocates the building, at its expense, to another parcel and such donation does not delay construction of the Project and occurs within 6 months of the approval of this request.

Parking

BB North has met with various stakeholders and a consistent message has been the need for public parking. Currently there are very few parking spaces in the city's downtown making it difficult for existing businesses to attract customers and hindering the area's potential. BB North diligently studied the parking garage and during the minor modification process was able to add more spaces. The garage currently has 668 spaces, 39 more than is required by code. Furthermore, John Donaldson, a professional traffic engineer, conducted a traffic study for the project and determined that due to its downtown location, walkability and mix of uses, only 459 spaces would be needed to serve the residential portion of the project. Per the city's code, 59 spaces are required for the commercial portions of the project, leaving 150 spaces more than what is required by the project from a practical standpoint. Instead of having many spaces sit empty and to help alleviate the downtown parking situation, BB North is proposing to provide 120 public parking spaces within the Project's garage.

The 120 public parking spaces provide a value to the city of $6,600,000 based on the city's TIF agreement with Affiliated Residential for the project at 115 N Federal Highway. BB North or its successors or assigns would be responsible for managing the spaces and would retain any revenue from parking meters to help cover maintenance and management.

Retail

To help activate Boynton Beach Blvd., BB North will be providing approximately 1,000 square feet plus outdoor seating for a neighborhood coffee shop. BB North will provide this space at 50% of the market price, plus NNN expenses, to a local coffee shop operator for a period of 15 years. This coffee shop will also have access to the inside of the building through one of the Project's lobbies helping to give the coffee shop a built-in clientele of residents. This is in addition to the retail being provided on Ocean Ave which is expected to be leased to multiple restaurants and will help draw more foot traffic to the area.

Enhanced Infrastructure

As part of the Project BB North will upgrade city infrastructure above the level required by code including roadway improvements to Boynton Beach Blvd., 3rd St and Ocean Avenue, drainage improvements on 3rd street, replacement of a 6" watermain on Boynton Beach Blvd with a 12" watermain and an extension of the watermain on Ocean Avenue. The costs associated with this infrastructure work are $794,773 and are detailed in the attached cost estimate provided by Ballbe & Associates.

Summary

Multifamily projects are currently facing various headwinds making it very difficult to pencil out a deal. Construction costs have increased over 50% from pre-covid levels, insurance costs have almost doubled, impact fees have drastically increased, and operating expenses continue to rise. On top of this, the federal funds rate has gone up from .05% in April 2022 to 5.33% in January 2024 and banks, if they are lending at all, are requiring substantially more equity.

Edgewater Capital Investments

The Project is currently on its second round of permitting and is the furthest along of any major development in Boynton Beach. We are literally on the final stretch, but we cannot get there without the City's partnership. We are asking that the city provide us with **$12,500,000** to bridge the gap and help us break ground on this great project which we hope will help kick off the revitalization of Ocean Avenue.

BB North's project provides the following public benefits:

- 120 Public Parking Spaces	$6,600,000
- Public Open Spaces	$1,930,000
- Corner parcel plaza/park	$1,150,000
- Coffee shop subsidy	$225,000
- Enhanced Infrastructure	$794,773
- **Total Value of Public Benefits**	**$10,699,773**
- Future CRA Annual Tax Revenues	$31,000,000
- **Total Benefits to CRA/City**	**$41,699,733**

Total TIRFA Request	**$12,500,000**

BB North has not sought any other incentives, dedications or land from the CRA or the City and, provided the TIRFA is approved, is ready, willing, and able to execute the Project as soon as the city issues the building permit.

Thank you for your consideration.

Sincerely,

Manny Mato

Principal of Edgewater Capital Investments

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

DATE: **February 20, 2024**

PROJECT NAME:
THE VILLAGES AT EAST OCEAN (NORTH PARCEL)

PROJECT NUMBER:
202122

ENGINEER'S COST ESTIMATE FOR THE FOLLOWING PUBLIC IMPROVEMENTS:

- **#2** **Public access pedestrian path adjacent to railroad from Ocean Ave. to Boynton Beach Blvd.**
- **#4** **Right-of-way improvements to N.E. 3rd Street, including roadway, sidewalks, light poles, landscaping, drainage, water and sewer from Boynton Beach Boulevard south to Ocean Avenue**
- **#5** **Replace 6" DIP water main on E. Boynton Beach Blvd with a 12" C-900 PVC water main**
- **#6** **Line existing 12" gravity sewer main on N.E. 3rd Street which is vetrified clay pipe (VCP)**
- **#7** **Extend section of water main on Oceant Avenue along the the east property line of the Villages South**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	#2 Pedestrian Path:				
#2	Clearing and grubbing	1	AC	$10,000	$10,000
#2	Cut and fill earthwork	1,000	C.Y.	$15	$15,000
#2	12" Stabilized subgrade	420	S.Y.	$5	$2,100
#2	2" Gravel	1	C.Y.	$1,500	$1,500
	Sub-total #2 =				*$28,600*
#4	*Roadway N.E. 3rd Street:*				
	Demolition	1	L.S.	$75,000	$75,000
	12" Stabilized subgrade LBR40	1,400	S.Y.	$5	$7,000
	10" Limerock base LBR 100	1,150	S.Y.	$15	$17,250
	2" Asphalt SP-9.5	1,150	S.Y.	$20	$23,000
	Mill existing asphalt (1" avg. thickness)	1,150	S.Y.	$3	$3,450
	Resurface asphalt SP-9.5 (1" avg. thichness)	1,150	S.Y.	$10	$11,500
	Valley gutter	460	L.F.	$18	$8,280
	Type "F" curb and gutter	135	L.F.	$18	$2,430
	ADA Handicap ramps	2	EA.	$800	$1,600
	Pavement markings and signage	1	L.S.	$10,000	$10,000

BALLBÉ & ASSOCIATES
Civil Engineering • Planning • Surveying

#4	*Roadway Boynton Beach Blvd:*				
	Demolition	1	L.S.	$10,000	$10,000
	Mill existing asphalt (1" avg. thickness)	475	S.Y.	$3	$1,425
	Resurface asphalt SP-9.5 (1" avg. thichness)	475	S.Y.	$10	$4,750
	Type "F" curb and gutter	345	L.F.	$18	$6,210
	ADA Handicap ramps	1	EA.	$800	$800
	Pavement markings and signage	1	L.S.	$2,500	$2,500
#4	*Roadway Ocean Avenue:*				
	Demolition	1	L.S.	$15,000	$15,000
	12" Stabilized subgrade LBR40	275	S.Y.	$5	$1,375
	10" Limerock base LBR 100	175	S.Y.	$15	$2,625
	Pavers for parking	175	S.Y.	$90	$15,750
	Mill existing asphalt (1" avg. thickness)	700	S.Y.	$3	$2,100
	Resurface asphalt SP-9.5 (1" avg. thichness)	700	S.Y.	$10	$7,000
	Valley gutter	295	L.F.	$18	$5,310
	Type "F" curb and gutter	435	L.F.	$18	$7,830
	ADA Handicap ramps	2	EA.	$800	$1,600
	Pavement markings and signage	1	L.S.	$5,000	$5,000
	Sub-total Roadway #4 =				*$248,785*
#4	*Drainage N.E. 3rd Street*				
	Type "C" Inlet	4	EA.	$4,000	$16,000
	Type "D" Inlet	1	EA.	$6,000	$6,000
	6' Dia. Manhole	5	EA.	$7,000	$35,000
	Construct 5' Dia. Manhole over ex. Drainage	1	EA.	$10,000	$10,000
	18" R.C.P.	160	L.F.	$40	$6,400
	Exfiltration trench	480	L.F.	$150	$72,000

	Drainage Boynton Beach Blvd:				
	Remove and replace inlet top	1	L.S.	$3,500	$3,500
	Sub-total Drainage #4 =				*$148,900*
#5	*Replace water main Boynton Beach Blvd:*				
	Remove ex. 6" water main	325	L.F.	$20	$6,500
	Install 12" PVC water main	325	L.F.	$130	$42,250
	Pavement restoration	1	EA.	$50,000	$50,000
	Sub-total Water #5 =				*$98,750*
#6	*Line existing sewer main N.E. 3rd Street:*	825	L.F.	$150	*$123,750*
#7	*Extend water main Ocean Avenue and South Parcel*				
	8" Tapping Sleve	2	EA.	$15,000	$30,000
	Install 12" PVC water main	450	L.F.	$110	$49,500
	Pavement restoration	1	EA.	$50,000	$50,000
	Sub-total Water #7 =				*$129,500*
	Sub-Total Amount =				***$555,785***
	Testing Geotech			3%	$16,674
	Survey Layout and Asbuilts			5%	$27,789
	Design / Permitting /Inspections / Final Certification			15%	$83,368
	Mobilization			5%	$27,789
	Maintenance of Traffic MOT			5%	$27,789
	Contingencies			10%	$55,579
	TOTAL AMOUNT =				***$794,773***

EXHIBIT C

LEGAL DESCRIPTION

PARCEL A

Lot 2, Block 2, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the North one- half of the 20 foot alley lying South thereof abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL B

Lots 3 and 4, Block 2, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the North one-half of the 20 foot alley lying South thereof abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL C

Lots 5 and 6, Block 2, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the North one-half of the 20 foot alley lying South thereof abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL D

Lot 7, Block 2, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the North one- half of the 20 foot alley lying South thereof abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida. LESS those lands conveyed to the State of Florida, for the use and benefit of the State Road Department of Florida, by the Special Warranty Deed recorded in O.R. Book 1324, Page 13 of the public records of Palm Beach County, Florida.

PARCEL E

Lots 8, 9 and 10, Block 2, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the South one-half of the 20 foot alley lying North of said Lots 8, 9 and 10, and together with that part of the North one-half of N.E. 1st Avenue lying South of said Lots 8, 9 and 10, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL F

Lots 11, 12 and 13, Block 2, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the South one-half of the 20 foot alley lying North of said Lots 11, 12 and 13, and together with that part of the North one-half of N.E. 1st Avenue lying South of said Lots 11, 12 and 13, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL G

Lots 2 and 3, Block 5, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the North one-half of the 20 foot alley lying South of said Lots 2 and 3, and together with that part of the South one-half of N.E. 1st Avenue lying North of said Lots 2 and 3, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL H

Lots 4, 5 and 6, Block 5, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the North one-half of the 20 foot alley lying South of said Lots 4, 5 and 6, and together with that part of the South one-half of N.E. 1st Avenue lying North of said Lots 4, 5 and 6, all abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

AND

The East 30 feet of Lot 9 and Lots 10 and 11, Block 5, of Town of Boynton, according to the plat thereof recorded in Plat Book 1, Page 23 of the public records of Palm Beach County, Florida, together with that part of the South one-half of the 20 foot alley lying North of said East 30 feet of Lot 9 and Lots 10 and 11 abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida, recorded in O.R. Book 30293, Page 1088 of the public records of Palm Beach County, Florida.

PARCEL I

Lots 8 and 9, LESS the East 30 feet, Block 5, Town of Boynton, 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 1, Page 23, together with that part of the South one-half of the 20 foot alley lying North of said Lots 8 and 9, less the East 30 feet, abandoned by Ordinance No. 17-026 of the City of Boynton Beach, Florida recorded in O.R. Book 30293, Page 1088 of the public records Palm Beach County, Florida.

FIRST AMENDMENT TO TAX INCREMENT REVENUE FUNDING AGREEMENT

This First Amendment to Tax Increment Revenue Funding Agreement ("First Amendment") is made and entered into to be effective upon the last signature of the parties below, by and between **BB North, LLC,** a Florida limited liability company, with a business address of with a business address of 6000 SW 74th St, 4th Floor, South Miami, FL 33143 (hereinafter the "Developer") and the **Boynton Beach Community Redevelopment Agency**, a public agency created pursuant to Chapter 163, Part III of the Florida Statutes with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435 (hereinafter the "CRA") (collectively the "Parties").

WHEREAS, the CRA and Developer entered into that certain Tax Increment Revenue Funding Agreement dated January 7, 2025 (hereinafter "Agreement"), relating to development of the Project, as more fully defined and described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as hereinafter provided;

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) The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) Unless otherwise expressly defined herein, all terms used herein shall have the same meanings given to such terms in the Agreement.

3) Section 3.4.a of the Agreement is hereby amended as set forth below, with underlined text indicating language to be added:

    a. Developer shall provide all air conditioners, all of which shall be Energy Star Qualified with a minimum of SEER 16<u>, as that standard existed on January 7, 2025, or the equivalent as determined in the sole discretion of the City of Boynton Beach Building Official.</u>

4) Except as expressly set forth in this First Amendment, the Agreement is unmodified and remains in full force and effect, and is hereby ratified and confirmed by the Developer and the CRA. This First Amendment may be executed in any number of counterparts, and one and all of which shall constitute the agreement of the Parties and each of which shall be deemed an original. To the extent of any conflict between the Agreement and this First Amendment, this First Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

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

WITNESSES

BB NORTH, LLC
a Florida limited liability company

_____ By:_____
Print Name: _____ Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20 ____, by _____ as representative for the BB NORTH, LLC, who is personally known to me or who has produced _____as identification.

_____
Notary Public, State of Florida

_____
Name

Commission No. _____
Commission Expiration _____

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[CRA SIGNATURE ON FOLLOWING PAGE]

WITNESSES

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

_____
Print Name: _____

By:_____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20 ____, by _____ as representative for the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY who is personally known to me or who has produced _____as identification.

_____
Notary Public, State of Florida

_____
Name

Commission No. _____
Commission Expiration _____

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COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

PULLED CONSENT AGENDA ITEMS

AGENDA ITEM 12.A

SUBJECT:
Request for Authorization to Open Money Market Account - TABLED ON APRIL 14, 2026 TO A DATE CERTAIN ON MAY 12, 2026

SUMMARY:
This item is to request the formal authorization of the Board to allow the BBCRA Executive Director to open a Money Market account on behalf of the BBCRA, consistent with the BBCRA's duly adopted financial policies and procedures, and to deposit funds from the BBCRA's TD Bank account into the money market account (see Attachment I). The purpose of this request is to allow the BBCRA to have access to better interest rates on funds that are not immediately required for disbursal.

CRA BOARD OPTIONS:
1. Authorize the BBCRA Executive Director to open a Money Market account consistent with duly adopted CRA policies and Florida Statutes on behalf of the BBCRA and deposit funds in the same from time to time.
2. Do not authorize the BBCRA Executive Director to open Money Market account.
3. Other options as determined by the Board.

NOTE: Underlined text added for Board consideration while item was tabled.

ATTACHMENTS:

	Description
•	Attachment I - Financial Policies and Procedures Manual



FINANCIAL

POLICIES AND PROCEDURES

MANUAL

Updated September 2018

TABLE OF CONTENTS

		Page
I.	Introduction	3
II.	Internal Controls	4-6
III.	Budget Policy	7-10
IV.	Procurement Policy	11-45
V.	Cash and Investment Policy	46-55
VI.	Accounting Policies and Procedures	
	a. Cash Disbursement Policy	56-60
	b. Petty Cash	62-63
	c. Revenues Sources and Accounts Receivable	64-67
	d. Capital Assets	68-70
	e. Debt Service	71-72
	f. Payroll and Benefits	73-74
VII.	Monthly Closing Procedures	75-76
VIII.	Year End Financial Reporting and GASB 34 Journal Entries	77-78
IX.	Appendix	
	a. Resolution 06-03	
	b. Petty Cash Form	
	c. Resolution 05-14	
	d. Resolution R10-111 (City of Boynton Beach)	

I. **INTRODUCTION**

This manual has been prepared to document the budget policies, procurement policies and internal accounting procedures for the Boynton Beach Community Redevelopment Agency (CRA). Its purpose is to ensure that adequate internal controls are in place operating effectively ensuring the safeguard of assets, that financial statements are in conformity with generally accepted accounting principles, and that finances are managed with responsible stewardship.

All personnel with a role in the management of the CRA's fiscal operations are expected to uphold the policies and procedures in this manual. It is the intention of CRA management that this financial manual serves as our commitment to proper, accurate financial management and reporting.

II. **INTERNAL CONTROLS**

The purpose of this section is to communicate the importance, objectives and assignment of responsibility of internal controls of the CRA.

Internal controls are of critical significance to the CRA. The proper and adequate internal controls ensure the safeguarding of assets, effectiveness and efficiency of operations, reliance on financial reporting and compliance with applicable laws and regulations.

The following components must be in place to ensure internal controls are operating effectively.

Control Environment

A positive control environment is the foundation for all other standards. It provides discipline and structure as well as the climate which influences the quality of internal control.

The CRA Board, Executive Director, and department heads (or equivalents) are responsible for setting a tone of accountability, high ethical standards and professional business conduct expectations. Management and employees must establish and maintain an environment throughout the organization that sets a positive and supportive attitude toward internal control and conscientious management.

Information and Communication

The entity must have relevant, reliable, and timely communications relating to internal as well as external events. Information is needed throughout the agency to achieve all of its objectives.

The Executive Director (or designee) is responsible for insuring that adequate internal control structure is in place. In this role, the Executive Director's office will insure that appropriate documentation and guidance exists in the form of financial policies and procedures, incorporation of business rules and controls into the financial system. Financial policies will describe the Control Activities which create a system of checks and balances to ensure that management's directives are carried out.

Risk Assessment

Risk assessment is the identification and analysis of relevant risks associated with achieving the objectives, such as those defined in strategic and community redevelopment plans, and forming a basis for determining how risks should be managed. Internal control should provide for an assessment of the risks the agency faces from both external and internal sources.

Management needs to comprehensively identify risks and should consider all significant interactions between the CRA and other parties as well as internal factors at both the entity-wide level and activity level. Identifying CRA specific risk and establishing appropriate internal controls to manage these risk, should be aligned with the strategic objectives of the CRA.

Monitoring

Internal control monitoring should assess the quality of performance over time and ensure that the findings of audits and other reviews are promptly resolved. Internal control should generally be designed to assure that ongoing monitoring occurs in the course of normal operations. It is performed continually and is ingrained in the agency's operations.

The Finance Director will produce monthly financial reports which must be presented and reviewed by the CRA Board. In addition, periodic review of established procedures and any specific follow up inquiries must be performed by the Department heads and the supervisor of the individual responsible for the activity.

Control Activity

Control activities are the policies, procedures, techniques, and mechanisms that enforce management's directives, such as the process of adhering to requirements for budget development and execution. They help ensure that actions are taken to address risks. Control activities are an integral part of an entity's planning, implementing, reviewing, and accountability for stewardship of resources and achieving effective results.

Some components of control activities, which are embedded in our procedures, include:

Segregation of Duties

Segregation of duties reduces the likelihood of errors and irregularities. An individual is not to have responsibility for more than one of the following: authorization, custody and record keeping. For example, when the work of one employee is checked by another, and when the responsibility for custody for assets is separate from the responsibility for maintaining records relating to those assets, there is appropriate segregation of duties.

Authorization Procedures

Authorization procedures need to include a thorough review of supporting information to verify the propriety and validity of transactions. Approval authority is to be commensurate with the nature and significance of the transactions and in compliance with CRA policy. Department heads are likely individuals to receive authorization responsibility.

Qualifications of Personnel

Qualifications of personnel need to be competent and trustworthy, with clearly established lines of authority and responsibility documented in written job descriptions and procedures manuals. Personnel need to be provided adequate training and ongoing development.

III. **BUDGET POLICY**

The annual operating budget is developed annually by the CRA Executive Department, Finance Department, Department Heads and the CRA Board. The Budget reflects the policies adopted by the CRA Board and must be in accordance with the CRA redevelopment plans, and applicable laws and regulations.

FINANCIAL STRUCTURE

The Budget is designed to coordinate with the CRA's financial accounting system in order to facilitate an orderly and expeditious transition from budget adoption to financial control. A brief explanation of the types and purposes of budgeted funds is presented below, as follows:

Governmental Fund Types

Governmental funds are those through which most governmental functions of the CRA are financed. The acquisition, use, and balances of the CRA's expendable financial resources and the related liabilities are accounted for through governmental funds. The measurement focus is on determination of changes in financial position, rather than net income.

The following are the CRA's governmental fund types:

General Fund - The General fund is the general operating fund of the CRA. All Tax Increment revenues and other receipts that are not allocated by law or contractual agreement to another fund are accounted for in this fund. The general operating expenditures, fixed charges, and capital improvement costs that are not paid through other funds are paid from the General Fund.

Debt Service Funds - Debt service funds are used to account for the annual payment of principal, interest, and other expenditures on general long-term debt.

Capital Projects Funds - Capital projects funds are used to account for financial resources segregated for the acquisition, construction of major capital projects and the cost of programs and services as recommended and appropriated by the CRA Board.

III. BUDGET POLICY (Continued)

BASIS OF BUDGETING

The budget is in accordance with Generally Accepted Accounting Principles (GAAP) with the following exceptions:

- Advances from other funds are presented as revenues.
- Encumbrances, advances to other funds, and principal on long-term debt of the other funds are presented as expenditures or expenses.
- Depreciation and compensated absences are not budgeted in any funds.

The GAAP basis of accounting for governmental funds is modified accrual. Under the modified accrual basis, revenues are recognized when measurable and available to finance the CRA operations. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period.

Expenditures (decreases in net financial resources) are recognized in the accounting period in which the related fund liabilities are incurred as long as it is measurable. Compensated absences are an exception, which are recognized when due.

The Tax Increment revenues are recorded as revenues when received. Licenses and permits, fines and forfeitures, charges for services, and other revenues (except investment earnings) are recorded as revenues when received in cash because they are generally not measurable until actually received.

Interest and investment income is recorded as revenue when earned.

BUDGET DEVELOPMENT PROCESS

The budget process begins with the direction of the CRA Board as it strives to meet the redevelopment needs of the CRA district. Every CRA Board meeting involves deliberation about which projects and services will be funded and at what cost.

CRA employees provide the perspective of professionals as to the most efficient and effective way to implement CRA Board policy. Residents have the opportunity to express their preferences for CRA projects and services through discussions at CRA public board meetings, as well as individual meetings with CRA staff and Board members.

III. BUDGET POLICY (Continued)

BUDGET DEVELOPMENT PROCESS (Continued)

CRA staff provides monthly budget to actual reports to regularly monitor the current budget and to develop recommendations for the upcoming fiscal year budget.

The budget process is comprised of several phases, all of which are facilitated by the Finance Department: budget development, adoption, and monitoring.

Budget Development

The budget development phase is the beginning step in the development of the next year's budget. During the month of June, the CRA Executive Director receives from the Palm Beach Property Appraiser assessed valuations of properties within the CRA district. The Finance Director applies proposed millage rates from the City of Boynton Beach and Palm Beach County to the assessed valuations to determine preliminary TIF revenues. Simultaneously, or prior to June, the Executive Director and the Finance Director meet with all department heads and review all requests and departmental goals for the upcoming fiscal year. Department heads review the options for the upcoming budget using the CRA board policy directives as an overall guide of the CRA's general direction. Based upon their review, the draft budget is refined and the draft budget is finalized with department heads. A draft budget of the General, Project and Debt Service Fund for the next fiscal year is prepared.

The draft budget is presented to the CRA Board at the budget workshop meeting(s) held in August. In this meeting the CRA Executive Director presents a recommended budget and asks the CRA Board to provide request for budget modifications and policy direction for the upcoming fiscal year. The budget document is revised and presented during the September board meeting.

Budget Adoption

The adoption stage is the final step in the development of the budget. It begins with the CRA Finance Director presenting a comprehensive proposed budget for the upcoming fiscal year in September. During this meeting, the CRA Board accepts and approves the budget by resolution. Subsequent to approval the Finance Director loads the budget to the Financial System (Incode).

III. BUDGET POLICY (Continued)

Monitoring

The monitoring of the budget is an on-going year round process. In September, the Finance staff loads the adopted budget into the accounting system for the implementation of the budget. The Finance Director determines the appropriate monitoring procedures for the fiscal year (i.e. approval process for budgeted purchases, budget transfers, review of budget shifts within a single department's budget). All throughout the fiscal year, the Finance Director and department heads review purchase and personnel requisitions to ensure compliance with budgeted amounts.

Monthly financial reports are prepared and distributed to the CRA Board. The Finance Director holds periodic budget reviews with each department to ensure budgetary compliance of budgeted revenues and expenditures.

The CRA board considers allocations from General Fund Contingencies and other budget amendments to reflect adjustments in appropriations when necessary based upon actual expenditures during the year.

BUDGET AMENDMENT PROCESS

The annual budget is approved by the CRA Board at the fund level. Budget amendment increases in the fund level budget must be approved by the CRA Board. Line item budget amendment transfers or changes between departments can be made by the CRA Executive Director or the Finance Director, provided the overall fund level budget is not modified.

Budget Amendment Process

During the fiscal year the Finance Director conducts periodic monitoring of the budget and actual financial results. If needed a budget amendment is conducted as follows:

1. Prepare fiscal impact analysis
2. Prepare budget amendment resolution for CRA Board approval
3. After board approval, post budget transfer in Financial System (Incode)

IV. PROCUREMENT POLICY

(This document was approved by the CRA Board on 1/12/16. It is a standalone document inserted into the Financial Policies and Procedures Manual.)

Executive Summary

The Boynton Beach Community Redevelopment Agency ("CRA") has developed this policy to establish public confidence in the procurement process, ensure compliance with Florida Statutory requirements, ensure that all persons and entities involved in the procurement process are treated fairly and equitably, and provide the CRA with quality economical goods and services in a timely manner. The CRA strives to conduct all procurement matters in an open and ethical manner, without conflicts of interest, favoritism, or the appearances of impropriety. This procurement policy is intended to provide clarity and guidance with regard to the CRA's procurement of goods and services and to establish an effective purchasing program that maximizes the value obtained by the CRA in the expenditure of public funds through free and open competition between the most qualified, responsive, and responsible persons or entities interested in providing goods and services to the CRA in a timely manner. The CRA reserves the rights to waive, review, supplement, or rescind any policy or portion of the CRA's Procurement Policy from time to time as it deems appropriate. CRA personnel will be notified of any changes to the CRA Procurement Policy as they occur. This document serves as a general guide, but specific questions or concerns which are not addressed here should be directed to the Purchasing Principal.

The CRA will endeavor to comply with the fundamental premise of fairness though implementation of this Procurement Policy.

Table of Contents

Definitions pg.13

1. Application pg.14
2. Competitive Solicitation Requirements pg.14
3. Exclusions pg.15
4. Exceptions pg.16
5. Obtaining Quotes pg.17
6. Competitive Solicitation Procedures pg.17
7. Alternative Procedures pg.21
8. Donations pg.22
9. Waiver pg.22
10. Conflict pg.23
11. Public Records pg.23
12. Compliance with this Procurement Policy pg.24

Appendices

Appendix A: Exceptions pg.25
Appendix B: Auditor Selection: § 218.391, *Florida Statutes* pg.27
Appendix C: Construction: § 255.20, *Florida Statutes* pg.30
Appendix D: Professional Services: § 287.055, *Florida Statutes* pg.38

Definitions

Best means the highest overall value to the CRA based on factors that include, but are not limited to, price, quality, design, timeliness, workmanship, and responsibility. This definition does not apply to the word "best" when it is used in the phrase "best interest."

Competitive Selection means the process of requesting and receiving bids, proposals, replies, or other requested responses submitted by responsive and responsible bidders in accordance with the terms of a competitive process, regardless of the method of procurement.

Competitive Solicitations means Invitations to Bid, Invitations to Negotiate, Requests for Proposals, Requests for Qualifications, or other similar requests for bids, proposals, replies, responses, and the like.

CCNA means the Consultants' Competitive Negotiation Act found in §287.055, *Florida Statutes*, as it may be amended from time to time.

CRA means the Boynton Beach Community Redevelopment Agency.

ITB means Invitation to Bid.

ITN means Invitation to Negotiate.

Negotiate, or any form of that word, means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price.

Procurement Policy means this document and any and all appendices and modifications thereto.

Professional Services means "those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice," or however else it may be defined in § 287.055, *Florida Statutes*, as it may be amended from time to time.

Project, when capitalized, means the provision of work and materials that was the subject of the applicable solicitation documents.

Purchasing Principal means the Executive Director of the CRA, or his or her designee.

RFI means Request for Information.

RFP means Request for Proposals.

RFQ means Request for Qualifications.

Vendor means an entity that supplies a commodity or service, including a contractual service.

IV. PROCUREMENT POLICY(Continued)

1. Application

This Procurement Policy applies to the procurement of commodities and contractual services, except that this policy shall not apply to the procurement of auditors, construction contracts, or professional services. For procurement of auditors, construction contracts, or professional services, the CRA will follow the requirements of the following statutes:

a. Auditor Selection shall be as provided for in § 218.391, *Florida Statutes*, as it may be amended from time to time. Appendix B outlines the auditor selection procedures required at the time of this Procurement Policy's enactment, but should be updated annually to comply with any changes in statutory requirements.
b. Public Construction/Works shall be procured as provided for in § 255.20, *Florida Statutes*, as it may be amended from time to time. Appendix C outlines the public construction/works procurement procedures required at the time of this Procurement Policy's enactment, but should be updated annually to comply with any changes in statutory requirements.
c. Professional Services shall be procured as provided for in the Consultants' Competitive Negotiation Act in § 287.055, *Florida Statutes*, as it may be amended from time to time. Appendix D outlines the process for procuring Professional Services procedures required at the time of this Procurement Policy's enactment, but should be updated annually to comply with any changes in statutory requirements.

In the event of a conflict between this Procurement Policy and any Florida Statute, the statute shall control and that word, phrase, or section of this Procurement Policy shall have no effect. In that circumstance, the remainder of this Procurement Policy shall remain in full force and effect.

2. Competitive Solicitation for Commodities and Contractual Services

Unless otherwise required by § 287.057, *Florida Statutes,* another provision of the Florida Statutes, or this Procurement Policy, the CRA will use the competitive solicitation procedures for the purchase of and services in accordance with the following processes and with authorization from the following authorities:

Category	Purchase Dollar Amount	Quotation Process Required	Authorization Provided By	Purchase Order Type
Category A	$1.00 through $1,999.99	No Quotation	Purchasing Principal or Department Head	Direct Payment or Credit Card
Category B	$2,000.00 through $4,999.99	Three Written or Verbal Quotations	Purchasing Principal	Direct Payment
Category C	$5,000.00 through $24,999.99	Three Written Quotes	Purchasing Principal	Direct Payment or Purchase Order
Category D	$25,000.00 or greater	Competitive Solicitation Process	CRA Board	Purchase Order

The CRA will use good-faith estimations in determining the category in which each project falls, and will not divide projects into multiple projects in order to evade the procedures provided in this Procurement Policy.

These process requirements are considered the minimum procurement process requirements, and the Purchasing Principal or the CRA Board shall have discretion to determine whether a particular good or service requires a more comprehensive or more stringent process. For example, the Purchasing Principal has the ability to determine that it is in the CRA's best interest to require that the vendor for a $20,000.00 purchase be selected through a competitive solicitation process.

THE SUBMITTAL OF ANY VERBAL QUOTE, WRITTEN QUOTE, OR ANY REPLY, RESPONSE, BID, OR PROPOSAL SUBMITTED IN RESPONSE TO A REQUEST FROM THE CRA CONSTITUTES AN OFFER BY THE VENDOR.

3. Exclusions

Under the following circumstances, the CRA may procure commodities or contractual services without receiving competitive sealed bids, competitive proposals, or competitive sealed replies:

a. Emergency. The Executive Director or CRA Board determines, in writing, that an immediate danger to the public health, safety, welfare, or other substantial loss to the CRA requires emergency action. Under such circumstances, the emergency procurement of commodities or contractual services shall be made by obtaining pricing information from at least two prospective vendors, unless the Executive Director or the Board determines in writing that the time it would take to secure pricing information from multiple sources would increase the danger to the public health, safety, welfare, or other substantial loss. CRA will keep the pricing information from the prospective vendors in the contract file.
b. Single Source Commodities and Contractual Services. Commodities or contractual services available only from a single source may be exempted from the procurement quotation process requirements. Commodities or contractual services in Category D may be exempted from the competitive solicitation requirements only after: (1) the CRA electronically posts a description of the commodity or contractual service sought for at least seven business days in accordance with 287.057(3)(c); (2) the CRA reviews the information received from prospective vendors; (3) the CRA determines in writing that the commodities or contractual services are only available from a single source; and (4) the CRA provides notice that it intends to enter a single-source purchase contract as specified in §120.57(3), *Fla. Stat.*

4. Exceptions to Competitive Solicitation

The following commodities and contractual services are not required to be competitively solicited:

a. Artistic services (excluding advertising); design services
b. Lectures by individuals
c. Legal services, including attorney, paralegal, expert witness, appraisal, court reporter, or mediator services, and other related expenses of claims or litigation
d. Services or commodities provided by governmental entities
e. Academic program reviews (if the fee is $50,000.00 or less)
f. Court-ordered fines and judgments resulting from litigation
g. Court-ordered fees, resulting from the judicial process, processed by the Clerk of the Court, and charged against the appropriate budget for such fees
h. Sole source items in accordance with section III (b) above.
i. Purchases that "piggyback" on existing government contracts in accordance with section VII (b) below.
j. Intergovernmental purchases and agreements

k. Multiple quantities of a single item of common operational supplies
l. Other items listed in Appendix A

5. Obtaining Quotes

For purchases of goods or services in Category B, the Purchasing Principal will request verbal quotations from three different companies and document the results of such requests through email or other memorandum. Each verbal quotation must be for the same or a substantially similar item or service for purchase, and must be for the same or a substantially similar quantity of the item or service.

For purchases of goods or services in Category C, the Purchasing Principal shall request at least three written quotes. Each written Quote should detail the price, quantity, and description of each item for purchase. Vendors must provide a written quote within any time period designated by the CRA. The Purchasing Principal will then review the quotes and obtain any necessary employee input regarding which vendor has submitted the best, responsive, and responsible quote that meets the required specifications. Written quotes must have the name and signature of the individual person providing the quote. For purposes of this paragraph, an email signature block may constitute a signature.

6. Competitive Solicitation Procedures

For purchases of goods or services in Category D, the CRA will use the Competitive Selection process to obtain a vendor through the use of Competitive Solicitations. All Competitive Solicitations will:

- be made available simultaneously to all vendors;
- include the date and time for the receipt of bids, proposal and replies;
- include the date and time of the public opening, where applicable;

include all contractual terms and conditions applicable to procurement, including the criteria to be used in determining acceptability and the relative merit of the bid, proposal, or reply; and

- include a reference to this procurement policy.

a. Forms of Solicitations:
   i. *Invitations to Bid.* The CRA will use an Invitation to Bid ("ITB") when the CRA is capable of specifically defining the scope of work for which a contractual service is required, or when the CRA is able to establish precise specifications

defining the actual commodity or group of commodities required.

Unless otherwise provided by law, the CRA will publically advertise an ITB no less than 10 calendar days prior to the bid opening. ITBs issued by the CRA will include a detailed description of the commodities or contractual services sought. If the ITB is for a renewable contract, the ITB will contain a statement to that effect, and bids submitted in response to an ITB for a renewable contract will include the price for each year for which the contract may be renewed. The CRA will take into account the total cost for each year of the contract, including renewal years, when awarding the contract.

The CRA will award the contract to the best, responsible, and responsive bidder who submits the lowest responsive bid.

Requests for Proposals: The CRA will use a Request for Proposals ("RFP") when the CRA can specifically define the commodities or contractual services being sought and the CRA is capable of identifying the necessary deliverables. The CRA may allow vendors to propose different combinations or versions of commodities or contractual services to meet the specifications in the RFP.

Before issuing an RFP, the CRA will determine and specify in writing the reasons that procurement by ITB is not practicable. Unless otherwise provided by law, the CRA will advertise an RFP no less than 14 calendar days prior to the proposal opening. RFPs issued by the CRA will include a description of the commodities or contractual services sought and the relative importance of price and other evaluation criteria. If the CRA contemplates renewal of the contract, the RFP will contain a statement to that effect.

When evaluating the proposals, the CRA will consider criteria including but not limited to:

1. Price, which must be specified in the proposal;
2. If the CRA contemplates renewal of the contract, the price for each year for which the contract may be renewed;

3. The total cost for each year of the contract, including renewal years, as submitted by the vendor; and
4. The prior relevant experience of the vendor.

The CRA will award the contract by written notice to the responsive and responsible bidder whose proposal is determined in writing to be the most advantageous to the CRA, taking into consideration the price and other criteria set forth in the RFP. The CRA will retain a file that contains documentation supporting the basis on which the award is made. Such file will be retained for so long as is required by Florida laws.

ii. *Invitation to Negotiate:* The CRA will use an ITN when the CRA desires to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the CRA may negotiate in order to receive the best value.

Before issuing an ITN, the CRA will determine and specify in writing the reasons that procurement by an invitation to bid or a request for proposal is not practicable.

The ITN must describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation. The ITN will also specify the criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendors for negotiation with the CRA. In selecting vendors with which to negotiate, the CRA will consider the prior relevant experience of the vendor.

The CRA will evaluate replies against all evaluation criteria set forth in ITN in order to establish a competitive range of replies reasonably susceptible of award. The CRA may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the CRA will award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the CRA, based on the selection criteria.

The CRA will retain a contract file for that contains a short plain statement that explains the basis for the selection of the vendor and

that sets forth the vendor's deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to the CRA.

iii. *Request for Information:* Unless otherwise provided by law, the CRA will advertise an RFI no less than 14 calendar days prior to the response opening. The request will include a description of the information sought. **Responses to these requests are not offers and may not be accepted by the CRA in the form of a binding contract.** Rather, the CRA may uses these responses in determining its needs with regard to the good or service and in developing an RFP, RFQ, ITB, or ITN related to the purchase of the good or service.

b. Required Language. The CRA will include the following language in every solicitation for the procurement of competitive solicitation:

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer or board member of the CRA concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

c. Bidder or Proposer Questions; Addenda: Any questions regarding a bid or proposal must be submitted in writing by the deadline specified in the solicitation document. The CRA will answer all questions in writing, and will provide the questions asked and the written answers to all bidders or proposers in the form of addenda. All addenda are automatically deemed a part of the solicitation document.

d. Responses to Solicitations: Bids or proposals must be submitted in the form requested by the solicitation document, must provide all requested information (include price), and must be signed by a legal officer of the company. If the bid or proposal fails to meet these conditions, the bid or proposal is subject to disqualification or rejection. **Failure to properly execute the official signature page the bid or proposal or failure to include the total price may result in automatic disqualification of the bid or proposal.**

e. Cancel, Re-Issue, Re-Bid. **The CRA reserves the right to reject all bids or proposals, and either 1) rebid or reissue the project, or 2) elect not to proceed with the project.**

f. Less Than Two Responses: If the CRA receives less than two (2) responsive bids, proposals, or replies for commodity or contractual service solicitations, the CRA may negotiate on the best terms and conditions. If this occurs, the CRA will document the reasons that negotiating is in the best interest of the CRA rather than re-soliciting.

g. Bonds: Unless specifically exempted by the CRA in writing, all successful bidders and proposers shall be required to furnish a legally sufficient payment and performance surety bond as security for their faithful performance of the Project and for payment of all labor and materials provided in connection with the Project. The bond must be equal in amount to the cost of the Project, inclusive of any changes to the project from the original bid, and must be delivered to the CRA simultaneous with the executed contract. This bidder or proposer is responsible for recording a copy of the bond in the public records of Palm Beach County.

   If an attorney-in-fact signs the bond, the attorney-in-fact must file a certificate an effective power of attorney with the bond.

h. Insurance: All successful bidders and proposers shall be required to obtain, at their own expense, all insurance required by the CRA. The CRA will specify the insurance required in the solicitation document or resulting contract. The insurance required must cover all claims resulting from damage to property, personal injury, or death caused by the vendor's actions, omissions, equipment, personnel, and negligence.

7. Alternative Procedures

a. Cooperative Procurement. Unless otherwise prohibited by law or grant agreement terms, the Purchasing Principal is authorized to negotiate with other public procurement officials for the conduct of joint procurement on behalf of each participating agency where, in the judgment of the Purchasing Principal, doing so would leverage the benefits of volume purchases, create clear delivery and/or supply chain advantages, and/or create a demonstrable or substantial reduction of administrative time and expense.

b. Piggybacking. In accordance with §189.053, *Florida Statutes*, as may be amended from time to time, the CRA may purchase commodities and contractual services (other than Professional Services) and may procure contracts from the purchasing agreements of other special districts, municipalities, or counties which have been procured pursuant to competitive bid, requests for proposals, requests for qualifications, competitive selection, or competitive negotations, and which are otherwise in compliance with the general law so long as:
   i. The purchasing agreement from the other entity was procured by a process that would have met the procurement requirements of the CRA;
   ii. The vendor(s) agree(s) to the "piggybacking" arrangement in writing;
   iii. The procured commodities or services do not substantially differ in specification, quality or price from the terms of the original agreement. The "piggybacked" contract must be consistent with its solicitation and contract parameters and restrictions;

c. Other Forms of Procurement. The CRA may utilize any other forms of procurement or any other forms of contracts allowed by Florida Law that are not otherwise provided for in this Procurement Policy. Nothing in this Procurement Policy shall be construed to limit the CRA's use of other forms of procurement or contracts that are not provided for herein, so long as such procurement of contracting is legally is sufficient and permitted.

8. Donations

Unless otherwise provided by law, nothing in this Procurement Policy shall be construed to prevent the CRA from accepting donations, gifts, or grants of construction, goods, professional services, or services directly to the CRA where, in the judgment and discretion of the Executive Director of the CRA, there are not improper conditions or restraints imposed or suggested in connection with any such donation, gift, or grant.

9. Waiver

Notwithstanding any other provision in this Procurement Policy, and to the extent allowed by law, when examining the responses to competitive solicitations, the CRA retains the rights to: (1) waive any formalities, minor

technical inconsistencies, or conditions; (2) delete any item or requirement from such bidding request; and (3) accept or reject all bids. The CRA retains these rights whether or not such waiver or deletion is requested by any party, so long as such waiver, deletion, or rejection is deemed to be in the CRA's best interest.

10. Conflict

In the event of a conflict between this Procurement Policy and any Florida Statute or other law or ordinance, the statute, law, or ordinance shall prevail over this Procurement Policy.

11. Public Records

The CRA is a public agency subject to Chapter 119, Florida Statutes. Any vendor or contractor providing goods or services to the CRA shall comply with Florida's Public Records Law. Specifically, the vendor or contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the CRA in order to provide the goods or perform the services being procured by the CRA;
b. 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, Florida Statutes, 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 CRA, at no cost, all public records in possession of the vendor or contractor upon termination of the agreement between the vendor or contractor and the CRA, 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 CRA.

All vendors or contractors that provide goods or services to the CRA agree that the CRA may disclose any document in connection with procurement of goods or services or any agreement for the procurement of goods or services, so long as

the document is not exempt or confidential and exempt from public records requirements.

12. Compliance with the Procurement Policy

By providing a good or service to the CRA, the vendor or contractor agrees to comply with the provisions of this procurement policy. Failure of a vendor or contractor to comply with the terms of this procurement policy may be deemed as a default or breach of contract and provide cause for termination of the contract.

APPENDIX A

Specific Examples of Exceptions to Competitive Solicitation

1) Utilities, toll charges, gas cards, and postage
2) Dues and memberships in trade or professional organizations
3) Subscriptions for periodicals, advertisements, copyrighted material
4) Professional medical services, authorized hospitality expenses – 287.057(e)(5)
5) Debt Service payments processed by the Accounting Department and charged against budgetary accounts
6) Part-time and temporary labor and employees
7) Job-related travel, seminars, tuition registration and training
8) Consultant Services, unless otherwise provided by law. For example, services covered by §§ 287.055 (CCNA) and 218.391 (Auditor Selection) of the Florida Statues would not be exempt from Competitive Solicitation. Anytime this exemption is utilized, a justification as to why consultant services should be or cannot be competitively solicited shall be provided to the Purchasing Principal for approval prior to entering into a contract for that service. The Purchasing Principal will determine, on an individual basis, whether the exemption is applicable.
9) Real Property Acquisition, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the Board
10) Title insurance, title commitments, title searches, and ownership and encumbrance searches and real estate appraisal services to determine the market value of real property
11) Exceptional disbursements as authorized by the Board
12) Cash transfers and investment transactions for fiscal management purposes, processed through the Accounting Department, and disbursed from general ledger accounts
13) Refunds of current or prior year revenues charged against budgetary accounts
14) Grant disbursements to federal, state, or local government agencies, or to private groups or agencies
15) Insurance including but not limited to liability, vehicles, property, medical, and workers compensation insurance or payment from any loss fund established for such purchase
16) Political lobbying services

17) Transactions by Interlocal Agreement
18) Permitting Fees
19) Security services by off-duty law enforcement personnel
20) Camp programs including admission fees to parks, movies, entertainment venues, etc.
21) Services provided by non-profit organizations, educational institutions, governmental and quasi-governmental agencies
22) Purchases under Tax Savings Program
23) Real Estate Broker
24) Special Event Services – promotion, marketing, facility, entertainment, equipment rentals
25) Payroll
26) Real Estate Taxes
27) Testing or Instructional Material
28) Appraisers

APPENDIX B

Auditor Selection: § 218.391, *Florida Statutes*

The version of this statute contained in this Appendix is current as of December 2015. Before relying on the text in this Appendix it is critical that the user check for any updates to this statute. The user should rely only on the most current version of the statute.

218.391 Auditor selection procedures.—

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. 218.39.

(2) The governing body of a charter county, municipality, special district, district school board, charter school, or charter technical career center shall establish an audit committee. Each noncharter county shall establish an audit committee that, at a minimum, shall consist of each of the county officers elected pursuant to s. 1(d), Art. VIII of the State Constitution, or a designee, and one member of the board of county commissioners or its designee. The primary purpose of the audit committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. 218.39; however, the audit committee may serve other audit oversight purposes as determined by the entity's governing body. The public shall not be excluded from the proceedings under this section.

(3) The audit committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and

negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

History.—s. 65, ch. 2001-266; s. 1, ch. 2005-32.

APPENDIX C

Construction: § 255.20, *Florida Statutes*

The version of this statute contained in this Appendix is current as of December 2015. Before relying on the text in this Appendix it is critical that the user check for any updates to this statute and to Chapter 255, *Florida Statutes* as a whole. The user should rely only on the most current version of the statute.

255.20 Local bids and contracts for public construction works; specification of state-produced lumber.—

(1) A county, municipality, special district as defined in chapter 189, or other political subdivision of the state seeking to construct or improve a public building, structure, or other public construction works must competitively award to an appropriately licensed contractor each project that is estimated in accordance with generally accepted cost-accounting principles to cost more than $300,000. For electrical work, the local government must competitively award to an appropriately licensed contractor each project that is estimated in accordance with generally accepted cost-accounting principles to cost more than $75,000. As used in this section, the term "competitively award" means to award contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiation. This subsection expressly allows contracts for construction management services, design/build contracts, continuation contracts based on unit prices, and any other contract arrangement with a private sector contractor permitted by any applicable municipal or county ordinance, by district resolution, or by state law. For purposes of this section, cost includes the cost of all labor, except inmate labor, and the cost of equipment and materials to be used in the construction of the project. Subject to the provisions of subsection (3), the county, municipality, special district, or other political subdivision may establish, by municipal or county ordinance or special district resolution, procedures for conducting the bidding process.

> (a) Notwithstanding any other law, a governmental entity seeking to construct or improve bridges, roads, streets, highways, or railroads, and services incidental thereto, at a cost in excess of $250,000 may require that persons interested in performing work under contract first be certified or qualified to perform such work. A contractor may be considered ineligible to bid if the contractor is behind by 10 percent or more on completing an approved progress schedule for the governmental entity at the time of advertising the work. A prequalified contractor considered eligible by the Department of Transportation to bid to perform the type of work described under the contract is presumed to be qualified to perform the work described. The governmental entity may provide an appeal process to overcome that

presumption with de novo review based on the record below to the circuit court.

(b) For contractors who are not prequalified by the Department of Transportation, the governmental entity shall publish prequalification criteria and procedures prior to advertisement or notice of solicitation. Such publications must include notice of a public hearing for comment on such criteria and procedures prior to adoption. The procedures must provide for an appeal process within the authority for making objections to the prequalification process with de novo review based on the record below to the circuit court within 30 days.

(c) The provisions of this subsection do not apply:

1. If the project is undertaken to replace, reconstruct, or repair an existing public building, structure, or other public construction works damaged or destroyed by a sudden unexpected turn of events such as an act of God, riot, fire, flood, accident, or other urgent circumstances, and such damage or destruction creates:

a. An immediate danger to the public health or safety;

b. Other loss to public or private property which requires emergency government action; or

c. An interruption of an essential governmental service.

2. If, after notice by publication in accordance with the applicable ordinance or resolution, the governmental entity does not receive any responsive bids or proposals.

3. To construction, remodeling, repair, or improvement to a public electric or gas utility system if such work on the public utility system is performed by personnel of the system.

4. To construction, remodeling, repair, or improvement by a utility commission whose major contracts are to construct and operate a public electric utility system.

5. If the project is undertaken as repair or maintenance of an existing public facility. For the purposes of this paragraph, the term "repair" means a corrective action to restore an existing public facility to a safe and functional condition and the term "maintenance" means a preventive or corrective action to maintain an existing public facility in an operational state or to preserve the facility from failure or decline. Repair or maintenance includes activities that are necessarily incidental to repairing or maintaining the facility. Repair or maintenance does not include the construction of any new building, structure, or other public construction works or any substantial

addition, extension, or upgrade to an existing public facility. Such additions, extensions, or upgrades shall be considered substantial if the estimated cost of the additions, extensions, or upgrades included as part of the repair or maintenance project exceeds the threshold amount in subsection (1) and exceeds 20 percent of the estimated total cost of the repair or maintenance project using generally accepted cost-accounting principles that fully account for all costs associated with performing and completing the work, including employee compensation and benefits, equipment cost and maintenance, insurance costs, and materials. An addition, extension, or upgrade shall not be considered substantial if it is undertaken pursuant to the conditions specified in subparagraph 1. Repair and maintenance projects and any related additions, extensions, or upgrades may not be divided into multiple projects for the purpose of evading the requirements of this subparagraph.

6. If the project is undertaken exclusively as part of a public educational program.

7. If the funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent.

8. If the local government competitively awarded a project to a private sector contractor and the contractor abandoned the project before completion or the local government terminated the contract.

9. If the governing board of the local government complies with all of the requirements of this subparagraph, conducts a public meeting under s. 286.011 after public notice, and finds by majority vote of the governing board that it is in the public's best interest to perform the project using its own services, employees, and equipment. The public notice must be published at least 21 days before the date of the public meeting at which the governing board takes final action. The notice must identify the project, the components and scope of the work, and the estimated cost of the project using generally accepted cost-accounting principles that fully account for all costs associated with performing and completing the work, including employee compensation and benefits, equipment cost and maintenance, insurance costs, and materials. The notice must specify that the purpose for the public meeting is to consider whether it is in the public's best interest to perform the project using the local government's own services, employees, and equipment. Upon publication of the public notice and for 21 days thereafter, the local

government shall make available for public inspection, during normal business hours and at a location specified in the public notice, a detailed itemization of each component of the estimated cost of the project and documentation explaining the methodology used to arrive at the estimated cost. At the public meeting, any qualified contractor or vendor who could have been awarded the project had the project been competitively bid shall be provided with a reasonable opportunity to present evidence to the governing board regarding the project and the accuracy of the local government's estimated cost of the project. In deciding whether it is in the public's best interest for the local government to perform a project using its own services, employees, and equipment, the governing board must consider the estimated cost of the project and the accuracy of the estimated cost in light of any other information that may be presented at the public meeting and whether the project requires an increase in the number of government employees or an increase in capital expenditures for public facilities, equipment, or other capital assets. The local government may further consider the impact on local economic development, the impact on small and minority business owners, the impact on state and local tax revenues, whether the private sector contractors provide health insurance and other benefits equivalent to those provided by the local government, and any other factor relevant to what is in the public's best interest.

10. If the governing board of the local government determines upon consideration of specific substantive criteria that it is in the best interest of the local government to award the project to an appropriately licensed private sector contractor pursuant to administrative procedures established by and expressly set forth in a charter, ordinance, or resolution of the local government adopted before July 1, 1994. The criteria and procedures must be set out in the charter, ordinance, or resolution and must be applied uniformly by the local government to avoid awarding a project in an arbitrary or capricious manner. This exception applies only if all of the following occur:

a. The governing board of the local government, after public notice, conducts a public meeting under s. 286.011 and finds by a two-thirds vote of the governing board that it is in the public's best interest to award the project according to the criteria and procedures established by charter, ordinance, or resolution. The public notice must be published at least 14 days before the date of the public meeting at which the governing board takes final action. The notice must identify the project, the estimated cost of

the project, and specify that the purpose for the public meeting is to consider whether it is in the public's best interest to award the project using the criteria and procedures permitted by the preexisting charter, ordinance, or resolution.

b. The project is to be awarded by any method other than a competitive selection process, and the governing board finds evidence that:

(I) There is one appropriately licensed contractor who is uniquely qualified to undertake the project because that contractor is currently under contract to perform work that is affiliated with the project; or

(II) The time to competitively award the project will jeopardize the funding for the project, materially increase the cost of the project, or create an undue hardship on the public health, safety, or welfare.

c. The project is to be awarded by any method other than a competitive selection process, and the published notice clearly specifies the ordinance or resolution by which the private sector contractor will be selected and the criteria to be considered.

d. The project is to be awarded by a method other than a competitive selection process, and the architect or engineer of record has provided a written recommendation that the project be awarded to the private sector contractor without competitive selection, and the consideration by, and the justification of, the government body are documented, in writing, in the project file and are presented to the governing board prior to the approval required in this paragraph.

11. To projects subject to chapter 336.

(d) If the project:

1. Is to be awarded based on price, the contract must be awarded to the lowest qualified and responsive bidder in accordance with the applicable county or municipal ordinance or district resolution and in accordance with the applicable contract documents. The county, municipality, or special district may reserve the right to reject all bids and to rebid the project, or elect not to proceed with the project. This subsection is not intended to restrict the rights of any local government to reject the low bid of a nonqualified or nonresponsive bidder and to award the contract to any other qualified and responsive bidder in accordance with the standards and procedures of any applicable county or municipal ordinance or any resolution of a special district.

2. Uses a request for proposal or a request for qualifications, the request must be publicly advertised and the contract must be awarded in accordance with the applicable local ordinances.

3. Is subject to competitive negotiations, the contract must be awarded in accordance with s. 287.055.

(e) If a construction project greater than $300,000, or $75,000 for electrical work, is started after October 1, 1999, is to be performed by a local government using its own employees in a county or municipality that issues registered contractor licenses, and the project would require a contractor licensed under chapter 489 if performed by a private sector contractor, the local government must use a person appropriately registered or certified under chapter 489 to supervise the work.

(f) If a construction project greater than $300,000, or $75,000 for electrical work, is started after October 1, 1999, is to be performed by a local government using its own employees in a county that does not issue registered contractor licenses, and the project would require a contractor licensed under chapter 489 if performed by a private sector contractor, the local government must use a person appropriately registered or certified under chapter 489 or a person appropriately licensed under chapter 471 to supervise the work.

(g) Projects performed by a local government using its own services and employees must be inspected in the same manner required for work performed by private sector contractors.

(h) A construction project provided for in this subsection may not be divided into more than one project for the purpose of evading this subsection.

(i) This subsection does not preempt the requirements of any small-business or disadvantaged-business enterprise program or any local-preference ordinance.

(j) A county, municipality, special district as defined in s. 189.012, or any other political subdivision of the state that owns or operates a public-use airport as defined in s. 332.004 is exempt from this section when performing repairs or maintenance on the airport's buildings, structures, or public construction works using the local government's own services, employees, and equipment.

(k) A local government that owns or operates a port identified in s. 403.021(9)(b) is exempt from this section when performing repairs or maintenance on the port's buildings, structures, or public construction works using the local government's own services, employees, and equipment.

(l) A local government that owns or operates a public transit system as defined in s. 343.52, a public transportation system as defined in s. 343.62, or a mass transit system described in s. 349.04(1)(b) is exempt from this section when performing repairs or maintenance on the buildings, structures, or public construction works of the public transit system, public transportation system, or mass transit system using the local government's own services, employees, and equipment.

(m) Any contractor may be considered ineligible to bid by the governmental entity if the contractor has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

(2) The threshold amount of $300,000 for construction or $75,000 for electrical work, as specified in subsection (1), must be adjusted by the percentage change in the Engineering News-Record's Building Cost Index from January 1, 2009, to January 1 of the year in which the project is scheduled to begin.

(3)(a) All county officials, boards of county commissioners, school boards, city councils, city commissioners, and all other public officers of state boards or commissions that are charged with the letting of contracts for public work, for the construction of public bridges, buildings, and other structures must specify in the contract lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal.

(b) This subsection does not apply:

1. To plywood specified for monolithic concrete forms.

2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.

3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

4. To transportation projects for which federal aid funds are available.

(4) Any qualified contractor or vendor who could have been awarded the project had the project been competitively bid has standing to challenge a local government's actions to determine if the local government has complied with this section. The prevailing party in such action is entitled to recover its reasonable attorney's fees.

History.—s. 1, ch. 61-495; s. 1, ch. 94-175; s. 4, ch. 95-310; s. 5, ch. 95-341; s. 1, ch. 99-181; s. 62, ch. 2002-20; s. 9, ch. 2003-286; s. 1, ch. 2009-210; s. 54, ch. 2012-30; s. 4, ch. 2013-193; s. 81, ch. 2014-22.

APPENDIX D

Professional Services: § 287.055, *Florida Statutes*

The version of this statute contained in this Appendix is current as of December 2015. Before relying on the text in this Appendix it is critical that the user check for any updates to this statute. The user should rely only on the most current version of the statute.

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.—

(1) SHORT TITLE.—This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) DEFINITIONS.—For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.

2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed $2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed $200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or

landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(l) "Negotiate" or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.—

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the

firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.—

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other

individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(7) AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.—Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) STATE ASSISTANCE TO LOCAL AGENCIES.—On any professional service contract for which the fee is over $25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of

the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) APPLICABILITY TO DESIGN-BUILD CONTRACTS.—

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.

2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.

3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.

4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.

5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.

6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.—Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.—Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227.

V. CASH AND INVESTMENT POLICY

Scope

This investment policy applies to all financial assets held or controlled by the Boynton Beach CRA in excess of those required to meet the current budgeted needs other than funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds.

Definitions

Current Budgeted Needs shall means funds budgeted for the current quarter needs.

Current Quarter shall mean October-December, January-March, April-June, and July-August.

Excess available funds shall mean all funds other current budgeted needs for the current quarter that will be available for investment.

Liquid Investment Account shall mean an account in which funds can be moved immediately to another account.

Maximum length to maturity shall mean that the maturity can not exceed the number of years as defined in the specific instrument's investment policy.

Maximum amount of excess available funds that can be invested within a specific investment instrument shall be given as a percentage.

Primary Liquidity shall mean the funds budgeted for current quarter needs to be retained in an operating account and a liquid investment account.

Investment Objectives

The following investment objectives will be applied in the management of the CRA's funds.

A. Safety

V. CASH AND INVESTMENT POLICY (Continued)

1. Preservation of Capital

The primary objective of the CRA investment activities is to preserve capital and protect the principal invested in the overall Investment Portfolio. The objective will be to reduce credit risk and interest rate risk.

2. Credit Risk

The CRA will maintain the Investment Portfolios in such a manner that funds are available to meet current budgeted needs, but will minimize credit risk by:

- Limiting Investment to the safest types of securities as indicated by the approved list of investments below.
- Pre-Qualifying the financial institution, brokers / dealers, and advisers with which the CRA does business.
- Diversifying the Investment Portfolio so that potential losses will be minimized.

3. Interest Rate Risk

The CRA will minimize the risk that the market value of investments in the Investment Portfolio will fall due to changes in general interest rates by:

- Structuring the Investment Portfolio so that securities mature to meet cash requirements for current budgeted needs, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing current budgeted needs into an operating account and a liquid investment account.

B. Liquidity – Periodically a cash flow analysis will be completed in order to ensure that the Investment Portfolio is positioned to provide sufficient liquidity for current budgeted needs.

C. Yield – The CRA shall diversify its Investment Portfolio to maximize the return on the Investments while attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the
safety and liquidity objectives described above. The core of investments is limited to

relatively low risk securities in anticipation of earning a fair return relative to risk being assumed.

Investment Performance and Reporting

In order to assist in the evaluation of the investment portfolio's performance, the CRA staff will use the performance benchmarks for short-term portfolios. The use of benchmarks will allow the Staff to measure its returns against other investors in the same markets.

The State Board of Administration's Local Government Surplus Funds Trust Fund (SBA Pool) will be used as the benchmark to compare our investment portfolios' yield.

Prudence and Ethical Standards

The standards of prudence to be used by the CRA Staff shall be the "Prudent Person" stand and shall be applied in the context of managing the overall investment program. CRA Staff acting in accordance with written procedures, this investment policy and exercising due diligence shall be released of personal responsibility for an individual security's credit risk or mark price changes, provided deviations from expectation are reported to the CRA Board in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent person" rule states the following.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived form the investment.

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment portfolios' program, or which could impair their ability to make impartial investment decisions. Employee will follow the State Code of Ethics located at Chapter 112 of the Florida Statues.

Listing of Authorized Investment

A. (SBA) The Florida Local Government Surplus Trust Funds

V. CASH AND INVESTMENT POLICY (Continued)

The CRA Staff may purchase / sell investment securities at prevailing market rates and appropriate amount thereof in:
(SBA) The Florida Local Government Surplus Funds Trust Fund at a maximum of 100% of excess available funds.

The maximum length to maturity of any direct investment in the (SBA) is five (5) years from date of investment.

B. United States Government Securities

The CRA Staff may invest in direct Securities or Securities in which the principal and interest are unconditionally guaranteed by the United States Government Securities including, but not limited to the following at a maximum of 100 % of excess available funds:

Cash Management Bills
Treasury Securities – State and Local Government Series (SGLS)
Treasury Bills
Treasury Notes
Treasury Bonds
Treasury Strips

The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from date of purchase.

C. United States Government Agencies

The CRA Staff may invest in bonds, debentures, notes or callable securities issued or guaranteed by the United States Government agencies, provided such obligation are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following with a maximum of 50% of excess available funds for investing and 10% in an individual issue:

United Stated Export – Import Bank with direct obligation or fully guaranteed certificates of beneficial ownership
Farmer Home Administration certificates of beneficial ownership
Federal Housing Administration debentures
General Serviced Administration
United States Maritime Administration Guaranteed –Title XI Financing

V. CASH AND INVESTMENT POLICY (Continued)

New Communities Debentures that the United States Government Guarantees Debentures
United States Public Housing Notes and Bonds that are guaranteed by the United States Government
United States Department of Housing and Urban Development Project notes and local authority bonds

The maximum length to maturity of any direct investment in the United States Government Agencies is five (5) years from date of purchase.

D. Federal Instrumentalities (United States Government sponsored agencies)

The CRA Staff may invest in bonds, debentures, notes or callable issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities) which are non-full faith and credit agencies limited to the following with a maximum of 50% of excess available funds for investing in Federal Instrumentalities and 10% in an individual Instrumentalities:

Tennessee Valley Authority
Federal Farm Credit Bank (FFCB)
Federal Home Loan Bank or its Board Banks (FHLB)
Federal National Mortgage Association (FNMA)
Federal Home Loan Mortgage Corporation (Freddie-Macs) Including
Federal Home Loan Mortgage Corporation participation certificates
Federal student loan Marketing Association (Sallie-Mae)

The maximum length to maturity of any direct investment in the Federal Instruments is five (5) years from date of purchase.

E. Interest Bearing Time Deposit or Saving Accounts

The CRA Staff may invest in non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and / or in national banks organized under the laws of the United States and doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for the Public deposits Act, Chapter 280, Florida Statues. Additionally, the bank shall not be listed with any recognized credit watch information service. Investment in time deposits or savings accounts shall be but are not limited to the following at a maximum of 100 % of available funds.

V. CASH AND INVESTMENT POLICY (Continued)

The maximum length to maturity of Interest Bearing Time Deposit is five (5) years from date of purchase.

F. Commercial Paper (Short Term Paper- Corporation)

The CRA Staff may invest in commercial paper of any United States company that is rated, at the time or purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (Prime commercial paper). If the commercial paper is backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated "A" or better by at least two nationally recognized rating agencies. The maximum of 15% of excess available funds may be directly invested in prime commercial paper with a maximum of 10% of available funds with any one issuer.

The maximum length to maturity for prime commercial paper shall be 180 days from the date of purchase.

G. Bankers' Acceptances (Short Term Paper – Banks)

The CRA Staff may invest in Bankers' Acceptances issued by a domestic bank or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System. At the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's Investors Services and "A-2" by Standard & Poor's. The maximum of 15% of available funds may be directly invested in Bankers' Acceptances with a maximum of 10% of excess available funds with any one issuer.

The maximum length to maturity for Bankers' Acceptance shall be 180 days from the date of purchase.

H. State and / or Local Government Taxable Debt

The CRA Staff may invest in State and / or Local Government Taxable general obligation and / or revenue bonds rated at least "Aa" by Moody's and "AA" by Standard & Poor's for short-term debt. The maximum of 15% of excess available funds may be directly invested in State and / or Local Government Taxable.

The maximum length to maturity for the State and / or Local Government debt security is three (3) years form the date of purchase.

I. Registered Investment Companies (Mutual Funds)

The CRA Staff may invest in shares in open-end and no-load money market funds provided such funds are registered under the Federal Investment Company Act of 1940 and operated in accordance with 17 C.F.R. 270 2a-7, which stipulates that money market funds must have an average weighted maturity of 90 days or less. In addition, the share value of the money market funds must equal to $1.00. The maximum of 100% of excess available funds may be invested in money market funds.

The maximum of 75% of available funds may be invested with any one money market fund. The mutual funds shall be rated "AAm" or "AAm-G" or better by Standard & Poor's or the equivalent by another rating agency.

A thorough review of any investment mutual fund is required prior to investing, and on a continual basis and a prospectus must be provided.

J. Repurchase Agreements

The CRA Staff may invest in Repurchase Agreements composed of only those investments based on the requirements set forth by the CRA Master Repurchase Agreement. All firms are required to sign the Master Repurchase Agreement prior to the execution of a repurchase agreement transaction. (See Attachment II)

A third party custodian that has a current Master Repurchase Agreement shall hold the collateral for all repurchase agreements with a term no longer than one business day. A clearly marked receipt that shows evidence of ownership must be supplied to the CRA Staff and retained for investment records.

Securities authorized for collateral are negotiable direct obligations of the United States Government, Government agencies, and Federal Instrumentalities with Maturities under five (5) years and must have a market value for the principal and accrued interest of 100 percent of the value and for the term of the repurchase agreement.

A maximum of 50% of excess available funds may be invested in repurchase agreements including one (1)-business day agreements and overnight sweep agreements. A maximum of 25% of available funds may be invested with any one institution.

The maximum length to maturity of any repurchase agreement is 60 days form the date of purchase.

V. CASH AND INVESTMENT POLICY (Continued)

Maturity and Liquidity Requirements

To the extent possible, all attempts will be made to match investment maturities with known CRA fund needs and anticipated fund flow requirement. Investment of current budgeted needs shall be in an operating account and a liquid investment account.

Investment of bond reserves, construction funds, and other non-operating funds (core funds) shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

Portfolio Composition

The investment portfolio shall be assembled to meet the liquidity needs for the CRA through a balance of short-term and medium-term maturities. In addition, the investment portfolio shall be diversified with respect to investment instruments and issuers. A listing of authorized investment instruments includes portfolio composition, risk and diversification.

Risk and Diversification

The investment portfolio shall be assembled to meet the liquidity needs for the CRA through a balance of short-term and medium-term maturities. In order to reduce the risk of loss from over-concentration of assets in a specific maturity, issuer, instrument, dealer or bank, the investment portfolio shall be managed to minimize the potential risk from default and changes in market conditions through diversification specified in the listing of authorized investment instruments section.

Authorized Investment Institutions and Dealers

Authorized CRA Finance Director and Investment Advisors shall only purchase securities from financial institutions after CRA Board approval, which are qualified as public depositories by the Treasurer of the State of Florida, institutions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York, or for direct issuers of commercial paper and bankers' acceptances.

Investments in savings accounts, certificates of deposit or other deposit accounts in a bank or savings associations may be made only in qualified public depositories as defined by Florida State Statutes section 280.02.

V. CASH AND INVESTMENT POLICY (Continued)

All authorized institutions and dealers conducting business with the CRA shall be given a copy of the CRA's Investment Policy and be required to abide by the Investment Policy. The broker shall execute a certification acknowledging receipt of the Investment Policy and agreeing to follow its terms and conditions.

Third-Party Custodial agreements

All securities purchased by the CRA, with the exception of certificates of deposits, shall be properly designated as an asset of the CRA and held in safekeeping by a third party custodial bank or other third party custodial institution chartered by the United States Government or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Section 658.12, Florida statues, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is authorized to do business in the State of Florida.

Master Repurchase Agreement

The investment portfolio policy shall require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the master repurchase agreement.

Competitive Bidding

A minimum of three qualified banks or approved broker/ dealers will be contacted to supply bids for required services.

In all cases where competitive bidding is not feasible, the appropriateness and return of the investment shall be compared to other investments with similar maturities available in the financial markets and also a comparison to current market price method to determine the feasibility of the investment. Competitive bids will not be required when the security involved is a new issue and can be purchased at auction or at a present, initial offering price or if the security is available only through a single dealer.

Overnight sweep repurchase agreements will not be bid, but may be placed with the CRA's depository bank relating to the demand account for which the repurchase agreement was purchased.

V. CASH AND INVESTMENT POLICY (Continued)

Internal Controls

The CRA staff shall establish a system of internal controls and operational procedures that are in writing to protect the CRA's assets and ensure proper accounting and reporting of the transactions related thereto. The internal controls are designed to prevent loss of funds, which might arise from fraud, employee error, and misrepresentation by third parties imprudent actions by employees. The written procedures should include references to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts and collateral / depository agreements. No person may engage in an investment transaction except as authorized under the terms of this policy.

Independent auditors as a normal part of the annual financial audit to the CRA Board shall conduct a review of the system of internal controls to ensure compliance with these investment policies and procedures.

Continuing Education

The CRA Finance Director shall complete annually 8 hours of continuing education in subjects or courses of study related to investment practices and products.

Reporting

The CRA Finance Director shall provide for the CRA Board a quarterly investment report. The report shall include the following:

A listing of individual securities held at the end of the reporting period
Percentage of available funds represented by each investment type
Coupon, discount or earning rate
Average life or duration and final maturity of all investments
Par value, and market value

The CRA Staff shall prepare and submit to the CRA board a written report on all invested funds. The annual report shall provide all, but not limited to the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value and the yield on each investment. All investment shall be reported at fair value per GASB standards. Investment portfolio reports shall be available to the public.

V. CASH AND INVESTMENT POLICY (Continued)

Derivatives and Reverse Repurchase Agreements

Investments in any derivative products or the use of reverse repurchase agreements are specifically prohibited by this investment portfolio policy. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from the value of one or more underlying assets or indices or asset values.

Responsibility

The establishment of the investment portfolio policy is the responsibility of the CRA Staff and CRA Board. The CRA staff, under the direction of the CRA Board shall be responsible for implementing the policy and managing the CRA investment portfolio within these guidelines.

Cash Management

The CRA Staff, except where otherwise provided by the CRA Board or State law, is authorized to pool the cash of various funds to maximize investment earnings where it is advantageous and prudent to do so. Investment income will be allocated to the various expenses and projects based upon need.

VI. ACCOUNTING POLICIES AND PROCEDURES

A. CASH DISBURSEMENT POLICY

Internal Control Objective:
To ensure cash is disbursed only upon proper authorization of management, supported by the appropriate documentation, for authorized and valid purposes only and that all disbursements are properly recorded.

Policy
In accordance with Resolution No. 06-03 (see Appendix), the CRA has adopted the following check writing/cash disbursement policy.

Check Writing Policy

- Each check shall require two signatures, and when applicable a signature of a CRA Board Member.
- All checks in the amounts of $901 and higher require signature of a CRA Board Member.
- For checks under $ 901, the signature of the Executive Director and Finance Director is required.
- Chairperson and Vice Chairperson of the Board are authorized to sign checks on behalf of the Board.
- No checks may be written payable to cash or bearer.
- Blank check stock is stored in the CRA's fireproof safe.
- Access to safe is only provided to Finance personnel.
- Blank checks may never be signed in advance.

Accounts Payable Policy
The following are policies for processing of all payments to ensure the accuracy, completeness and prompt payment of all invoices.

- Invoices must be submitted to the Finance Department promptly for payment processing.
- All invoices must be approved by the respective department head and the Finance Director.
- Invoices must be coded to the correct general ledger account code/ or purchase order, if applicable
- Finance Department must pay invoice as soon as practical so as to as to avoid late charges and/or to take advantage of discounts, when available.

VI. ACCOUNTING POLICIES AND PROCEDURES (Continued)

Credit Card Accounts

- Credit card charges must be in compliance with credit card policy. Refer to Human Resource Policy Manual.
- Credit card holders must complete a Credit Card reconciliation form.
- Credit card reconciliation forms must be completed submitted with supporting receipts to the Finance Director for review and approval.

Wire Transfers

- Wire transfers may only be conducted for CRA Board approved transactions.
- Wire transfers must be approved by the Finance Director or Finance Assistant.
- All wire transfers must be counter approved by the Executive Director.

Procedures

All invoices received must be submitted to the Finance Department for processing. The following procedures must be followed for each respective invoice type, as follows:

Recurring invoices (Rent, Utilities, Maintenance etc.)

1. On a weekly basis the Finance Assistant will review all recurring invoices and code all invoices with the respective general ledger account for posting. Account codes are written on invoices.
2. On a weekly basis, the Finance Assistant or designee will enter all invoices into the accounting system.
3. The Finance Assistant is responsible for the preparation of disbursements. Disbursements should be prepared weekly (or the next business day if the date falls on a weekend or holiday).
4. All recurring checks should then be attached to the original vendor invoice, and/or any other supporting documentation. The invoice must include the account codes to which the expense will be applied and submitted to the Finance Director for review and approval. Exceptions are submitted to the Assistant Finance Director. Once corrected they are re-submitted for approval.
5. All invoices are reviewed by the Finance Director.
6. Invoice vouchers are generated by the financial software and signed by the Finance Director and Executive Director.

7. Signatures are obtained by an authorized official(s) in accordance with the check writing policy.

Non- recurring invoices

1. On a weekly basis the Finance Assistant will review all invoices and submit to the respective department head. The department head must code all invoices with the respective general ledger account or confer with the Finance Department on the appropriate general ledger account. Account codes are written on the invoices and approved for payment by the department head(s). Invoices must evidence approval with the initials of the Department head.
2. Department heads must submit invoices to the Finance Department as soon as practical to ensure prompt payment.
3. On a weekly basis, the Finance Assistant or designee will enter all invoices into the accounting system, using the designated codes provided on the invoice.
4. The Finance Assistant is responsible for the preparation of disbursements. Disbursements should be prepared weekly (or the next business day if the date falls on a weekend or holiday).
5. All checks should then be attached to the original vendor invoice, and/or any other supporting documentation. The invoice/checks are submitted to the Finance Director for review and approval. Exceptions are submitted to the Assistant Finance Director. Once corrected they are re-submitted for approval.
6. Invoice vouchers are generated by the financial software and signed by the Finance Director and Executive Director.
7. Signatures are obtained by an authorized official(s) in accordance with the check writing policy.

Accounting Procedure for Recording Prepaid Expenses or Recording Deferred Revenue for Special Events (This procedure may also be used for General Fund and Project Fund prepaid expenses or deferred revenue)

Recording of Prepaid Expenses

1. When entering and coding supplier invoices into Incode, review invoice to determine whether payment is deemed a prepaid expense. If so, the invoice must be coded to the prepaid expense account, as follows:

General Fund – Prepaid Expense Account: 01-12000

Project Fund - Prepaid Expense Account : 02-12000

If the payment is not, a prepaid, the default entry must be to record the expenditure as an expense.

2. Verify that the item to be coded as a prepaid expense is equal to or greater than the company's minimum capitalization limit of $1,000. If necessary, you may override this capitalization policy to ensure you capture all prepaid expenses related to the special event. If not deemed necessary, then charge it to expense in the current period.

3. Prepare a copy of the source documentation (invoice, contract, etc.) associated with the item and store it in the prepaid expenses binder.

4. Enter the prepaid item in the "*prepaid expenses spreadsheet*". Ensure the spreadsheet includes the expenditure account, the amount, name of vendor or supplier, and the date of invoice and number .

Reconciliation of Prepaid Expense Account(s)

1. At the end of each event, print the detail for the prepaid expenses account from Incode.

2. For each event, match the line items in the prepaid expense account to the supporting detail in the "*prepaid expenses spreadsheet*".

3. If the supporting detail does not match the account balance, adjust the account balance via a journal entry and with the approval of the Finance Director.

4. After the completion of the special event, prepare and post the following journal entry to clear out the prepaid expense balance and record the expenditure, as follows:

JOURNAL ENTRY TO CLEAR OUT PREPAID EXPENSE:

	DEBIT	CREDIT
Expenditure	XXXX	
Prepaid Expense		XXXX

Recording of Deferred Revenue for Special Events

1. Upon receiving deferred revenues (receipts where the event will occur in the following fiscal year) for Special Events, the receipt must be recorded as follows:

	DEBIT	CREDIT
Project Fund – Cash Account 02-11103	XXXX	
Project Fund – Deferred Revenue Account 02-21453		XXXX

2. Upon the completion of the event, the balance of the Deferred Revenue Account must be adjusted to recognize the revenue of the event with the following journal entry:

	DEBT	CREDIT
Project Fund – Deferred Revenue Account 02-21453	XXXX	
Project Fund – Festival & Event Income 02-44100		XXXX

Credit Card Payments

1. On a monthly basis the Finance Assistant will receive all credit card statements, and provide copies to the respective department head or CRA staff member.
2. Each department head or staff member must complete, assign a general ledger account code to each credit charges and sign the credit card reconciliation form.
3. At receipt, the Finance Assistant must review invoices and the accuracy and completeness of the completed credit card reconciliation form. Additionally, he/she should ensure purchases are in adherence with credit card policy.
4. Finance Director must sign credit card reconciliation form designating approval for payment.
5. Subsequent review and approval, the Finance Assistant is responsible for preparation of check disbursement.
6. Signature is obtained by an authorized official(s) in accordance with the check writing policy.

B. PETTY CASH

POLICY

Petty cash are funds of fixed amounts used for making small or emergency expenditures. A request for petty cash will only be approved in situations where time and convenience do not allow for the normal purchasing process. Petty cash purchases must be made with a cash request form from the petty cash fund. Petty cash purchases or advances may not exceed $500.

Petty cash is safeguarded by the Finance Department. Petty cash funds must be locked in the CRA's fireproof safe at all times. Finance Director and Finance Assistant are the only personnel with access to petty cash funds.

Petty cash is held by Finance Department. The CRA maintains petty cash in the amount of $500. All purchases made with petty cash funds are subject to approval by the Finance Department.

PROCEDURES:

Advances from Petty Cash: Advances from petty cash must include the following:

1. A petty cash request (see Appendix) must be completed in ink and signed by the person requesting the funds, receiving the funds and approved by the Finance Director.
2. A sales receipt verifying the items purchased, must be returned to the Finance Director along with any unused funds. The item(s) purchased should be circled on the receipt.
3. All petty cash receipts must be returned within 24 hours from the date of issuance of cash.
4. Individuals will be limited to only one outstanding petty cash voucher at a time.

Replenishing Petty Cash Account

1. CRA petty cash funds advances must be recorded in the "Petty Cash Receipts" log. Name, GL Account, amount and reason for advance must be recorded by Finance Assistant.

2. Petty cash funds must be monitored periodically to ensure sufficient funds are on hand to meet the business needs.
3. Using the "Petty Cash Receipts Log" amounts disbursed from petty cash are recorded at time funds are replenished and appropriate expenses are recorded. To replenish, a check is issued to the Finance Director, Petty Cash and submitted as part of the nonrecurring invoice process.

C. REVENUES SOURCES AND ACCOUNTS RECEIVABLES

The CRA has two main sources of revenues, as follows:

Tax Increment Funds
The CRA primary source of revenues are tax increment funding received from the Palm Beach County and the City of Boynton Beach.

Marina Rents and Fuels Sales
The other major source of revenues arise from the rental of boat slips and fuel sales at the Marina, which is owned by the CRA and operated by a management company under contract. The management company is responsible for the complete management and operation of the marina property including the rental of boat slips and fuel sales.

POLICY

In accordance with Government Accounting Standards:

Tax increment funds

Tax Increment funds revenues are recorded on a modified accrual basis of accounting.

Marina Revenue (Rents and Fuel Sales)

The CRA revenues and receivables from rents and fuel sales are recorded on an accrual basis, i.e. revenues are recognized when earned. The finance department is responsible for ensuring accurate and complete accounting of marina rent revenues and receivables.

The finance department is responsible for monitoring the contract ensuring the contractor meets the obligations under contract.

PROCEDURE

Tax Increment Funds (TIF)

As noted above in the budget development process, during the month of June, the CRA Executive Director receives from the Palm Beach Property Appraiser (PBPA) assessed valuations within the CRA district. Once final valuations are certified by the PBPA the CRA knows what to anticipate as it's TIF revenue for the upcoming fiscal year.

At receipt of the TIF funds from the City and the County, the CRA Finance Director records the revenue in the financial system and ensures that the monies are deposited in the respective financial institution. The CRA Finance Director ensures the accuracy and completeness of amounts received by comparing receipts to the anticipated revenue, as per the PBPA assessed valuations and millage rates. If discrepancies are noted the Finance Director will contact the respective government agency.

Marina Revenue

Lease Agreements

For all new tenants, rental agreements must be provided by the management company and forwarded to the CRA for each tenant.

Boat Slip Rents

1. On a monthly basis, payments from tenants are collected and must be deposited to the CRA operating account by the management company.

2. The management company must submit to the Finance staff copies of deposit slip(s) and a detail cash receipt log, detailing tenant and amount collected.

3. The Finance Assistant prepares a reconciliation spreadsheet of cash collections, accounts receivable, prepaid rent and sales tax liability.

4. Using Incode Financials system, Finance Assistant prepares a journal entry reconciling cash receipts, accounts receivables, prepaids, and sales tax liability.

5. The Finance Director reviews the journal entry, sales tax calculation, accounts payable voucher and approves for posting and payment.

6. After approval, the Finance Assistant signs in to the Florida Department of Revenue on line system and submits the on line payment of the sales tax. A receipt is generated and attached to the batch.

7. Using the Incode Financial systems, the Finance Assistant prepares the journal entry reflecting the payment, liability and expense.

8. The Finance Director reviews and approves journal entry.

9. The Finance Assistant generates an on-line bank detail report to ensure the amount withdrawn from the CRA Bank account agrees with the generated receipt. Any discrepancies are investigated and resolved.

Fuel Sales and Miscellaneous Items

1. On a daily basis, payments from fuel sales are collected and must be deposited to the CRA operating account by the management company.

2. On a monthly basis, the management company's accountant submits a profit and loss statement for the processing and payment of Diesel fuel sales tax.

3. A monthly journal entry is prepared by the Finance Assistant to record fuel sales.

4. Daily cash receipts are compared to the bank statement to ensure that amounts reported by the management company agree to the amounts collected.

5. Monthly reports are prepared and submitted by the management company.

6. Finance Assistant compares total receipts to profit and loss report submitted by management company. Discrepancies are resolved.

7. Using the sales information from the point-of-sale system the diesel sales tax is calculated and processed for payment using an excel spreadsheet template.

8. The Finance Assistant signs in to the Florida Department of Revenue on line system and submits the on line payment of the diesel fuel sales tax. A receipt is generated and attached to the batch.

9. Using the Incode Financial system, the Assistant Finance Director prepares the accounts payable draft for approval and payment.

10. The Finance Director reviews the diesel fuel sales tax calculation, accounts payable voucher and approves for posting and payment.

11. The Finance Assistant generates an on-line bank detail report to ensure the amount withdrawn from the CRA Bank account agrees with the generated receipt. Any discrepancies are investigated and resolved.

D. CAPITAL ASSETS

POLICY

Capital Asset is defined as any item with an acquisition value of $5,000 or greater and a useful life of one year or more.

Capital Assets include:

- The acquisition property and equipment with a value of over **$5,000.**
- Ownership of software license not to include maintenance agreements.
- Leased equipment if the lease meets the qualifications of a capital lease.
- Major renovations over $5,000 that add value to the real property.
- Construction of new buildings (This include furnishings over **$5,000** as it is the cost to get an entire new building established).
- Donated property at the fair market value if it exceeds $5,000.
- Land/Land Improvements (Land is not depreciated).

Depreciation Policy

All capital assets must be depreciated using the straight line depreciation using the following useful lives:

Architectural & Engineering Fees	15 years
Artwork/Arts & Crafts	7 - 15 years
Blinds/Window Covering	8 years
Building Renovations	16 years
Building	40 years
Burglar/Fire Protection	16 years
Computers	4 years
Software	3 years
Copiers	6 years
Electrical/Wiring/Cabling	10 years
Floor Coverings	10 years
Furniture and Furnishings	5 - 12 years

Land Improvements	10 - 20 years
Office & Special Event-related Equipment	5 - 10 years
Signage	12 years
Vehicles	5 years

PROCEDURES:

General Responsibilities over Capital Assets:

- The Finance Department and its staff are responsible for the property accounting of the CRA's various departments.

- Each department unit is directly responsible for the control, use, and security of all capital assets in their possession.

Property Purchases

Property must be procured via a purchase order or accounts payable process. The CRA's Assistant Finance Director must perform the following procedures:

1. At receipt of the invoice, capital assets are recorded to respective capital accounts (See General ledger Chart of Accounts).
2. The Finance Assistant will assign an asset number, location, quantity, cost, acquisition date, useful life and any other required information in the Fixed Asset Inventory Spreadsheet (Excel file: Property and Equipment; Located at T://Finance/Accounting/Current Fiscal Year) .

3. The Finance Assistant will determine the useful life of the property. Please refer to the depreciation policy for a detail listing of each useful life.

4. The property will be added at cost plus any attachments required (excluding maintenance agreements) at the date received.

5. The Finance Assistant will then affix a tag with the matching asset number to the property, if possible.

6. In the case of land, where property can not be tagged, folio number must be recorded in the Fixed Asset Inventory Spreadsheet.

Disposal of Property

Property can be disposed of due to donation, sale, obsolescence, loss, or theft. Sale or donation of property with a recorded cost in excess of $25,000 must be approved by the CRA's Board.

All dispositions of property must be communicated (via e-mail or verbal) to the Finance Department. If the property was stolen, communication must be accompanied by a police report regarding the incident. The Finance Assistant must update the Fixed Asset Inventory Spreadsheet and ensure the recording of a gain or loss on disposal, if applicable.

The Finance Staff must periodically review Board meeting minutes to ensure all property disposals are recorded and reflected in the Fixed Asset Inventory Spreadsheet.

Depreciation

The Assistant Finance Director must calculate and record depreciation expense and accumulated depreciation on an annual basis for inclusion in the CRA's financial statements.

Inventory

The Finance Department Staff and Department Heads will work together to conduct an annual inventory of all property. The Finance Department will print an inventory listing of property. The Assistant Finance Director or designee will physically locate each asset on the listing and mark its status on the inventory. When completed, the Assistant Finance Director will update the Fixed Asset Inventory Spreadsheet with the inventory date and any changes required. The Finance Director will review and approve all changes to ensure all accuracy and resolution of all discrepancies.

VI. ACCOUNTING POLICIES AND PROCEDURES (Continued)

E. DEBT SERVICE

Debt service funds are used to account for the annual payment of principal, interest, and other expenditures on general long-term debt.

All new debt instruments, irrespective of the amount, must be approved by the CRA Board.

POLICY

Debt must be accounted for in the Debt Service fund. In accordance with government accounting standards, it is accounted for using the modified accrual basis of accounting. Principal, interest payments are recorded as expenditures of the current period and as per the respective debt repayment schedule.

PROCEDURES:

The CRA Finance Director ensures the issuance of each scheduled payment by continuously monitoring the upcoming payment schedules for all loans and bond payments outstanding. Certain debt payments are deducted electronically from the designated accounts and other debt payments are paid via wire transfer. The process for recording the general fund transfer for debt service requirements and for the payments of principal and interest on the outstanding debt, is as follows:

Transfers Out / In:

1. On an annual basis the debt service requirement is calculated using the information obtained from the debt service payment schedules and included in the CRA's annual budget. This amount is transferred from the General Fund to the Debt Service Fund to ensure funds are available for the payment of principal and interest payments. The following journal entry is posted to reflect the transfer:

General Fund	DR	CR
Cash		XXXX
Transfer Out	XXXXX	
Debt Service Fund		
Cash	XXXXX	
Transfer In		XXXX

The journal entry is processed using the standard journal entry process as outlined above.

Electronic Deductions

For payments that are electronically deducted from the CRA's bank account, the CRA FINANCE ASSISTANT records the payment via a journal entry (principal and interest) once deducted from the respective accounts.

The amount deducted is compared to the debt service payment schedule for each respective debt instrument to ensure payment is in accord with the repayment schedule, as agreed to on the respective debt instrument.

Wire Transfer

For payments made via wire transfer, the wire is made using the on-line banking system. The Finance Director will enter the on line system using their assigned login and password. The payment is initiated and processed and a confirmation receipt is printed for verification. Once printed, using the Incode Financial System, a bank draft in generated and printed. Once entered the bank draft is reviewed and signed, designating approval, by the Finance Director and Executive Director.

Check Items

Debt payments made via check are made in accordance with the CRA's normal cash disbursement process outlined above.

VI. ACCOUNTING POLICIES AND PROCEDURES (Continued)

F. PAYROLL AND BENEFITS

POLICY

- The Finance Department is responsible for the accounting of payroll, fringe benefits and tracking employee attendance.
- Payroll is paid bi-weekly and processed by the City of Boynton Beach (ILA dated September 7, 2010, City of Boynton Beach Resolution No. R10-111).
- Compensated absences, vacation time and sick time must be accrued in accordance with the human resource policy.
- Fringes and any other employee reimbursements must be conducted in accordance with the human resource policy.
- Leave request forms must be submitted to the Finance Department and approved by the Finance Assistant or Finance Director.

PROCEDURES:

1. On a daily basis Finance Assistant, takes attendance on an excel spreadsheet "Timecard".

2. Employees complete individual timesheets generated by the City of Boynton Beach Payroll Department.

3. Every other Thursdays the Finance Assistant prepares bi-weekly payroll analysis (excel spreadsheet). Spreadsheet is updated accordingly as employee salary changes are made or employee deductions (retirement contributions, medical plan, etc.) changes take place.

4. Finance Assistant reviews and approves timesheets submitted by CRA employees and attached relevant leave request forms to the individual timesheets.

5. Finance Assistant delivers documentation to the City of Boynton Beach Payroll Administrator and ensures the data (salary, deductions, leave requests, etc), matches the bi-weekly payroll analysis.

6. On the following Tuesday, the City of Boynton Beach delivers a package, containing paystubs, accrual data, payroll summary reports. Pay statements are distributed to employees.

VI. ACCOUNTING POLICIES AND PROCEDURES (Continued)

7. On Tuesday, the timecard spreadsheet and leave request forms submitted by employees are compared to ensure the accuracy of the timecard spreadsheet.

8. After ensuring the accuracy of the timecard, the leave request form is stamped and marked with a check mark indicating agreement.

9. The Compensated Absences Analysis excel file tracks the accumulation of compensated absences by entity and by employee. The Finance Assistant updates the Compensated Absences Analysis spreadsheet by entity using the submitted leave request forms. Additions and deletions of compensated absences, sick time, and vacation time are updated accordingly.

10. Each individual Leave request form is stamped and a check mark is written indicating that the Compensated Absence Analysis has been updated for each request.

11. Once the Compensated Absence Analysis is updated , each employee's compensated absence spreadsheet is updated to reflect each individuals new Compensated time balance.

12. Each employees Paystubs are attached to each individuals Compensated Absence spreadsheet and are provided to the Finance Director for review and approval.

13. After review and approval, paystubs and each individuals Compensated Absence spreadsheet are distributed to each employee.

14. The following day, the Assistant Finance Director views the amount withdrawn from bank account and compares to the payroll register and summary reports.

15. A journal entry spreadsheet (by dept) is prepared using the City of Boynton Beach CRA payroll reports (register, summary).

16. Journal entry is prepared in the financial system .

17. Reports are provided to Finance Director for review and approval and journal entry is processed and posted to GL.

VII. MONTHLY CLOSING PROCEDURE

POLICY

The books and records must be closed within 45 days after the month end. For example, August must be closed by October 15.

Financial reports must be submitted to the board in the board meeting subsequent to the month end close.

PROCEDURES

1. Ensure all accounting transactions are recorded (Invoices entered, checks issued, cash receipts recorded, adjusting journal entries, accruals, operating transfers and any other deemed necessary)

2. Reconcile the following accounts:
    - Cash – GL to Bank Statements
    - Marina Rents Receivables – A/R Detail Ledger to A/R GL
    - Update Fixed Asset Schedules, Additions, Deletions, and Accumulated Depreciation
    - Accounts Payables GL to Accounts Payable Register
    - Interfund Transfers – Prepare Interfund Transfer Schedules, if necessary
    - Reconcile Debt Service Fund

3. Ensure all balance sheet accounts are reconciled to their respective subsidiary ledger.

4. Ensure all operating transfer in/out are recorded and balanced between funds.

5. Prepare all closing journal entries including accruals, rent receivables, prepaids and interfund transfers.

6. Print, and review the following reports:
    - Trial Balance by Fund
    - Budget to Actual Report by Fund
    - Journal Entry listing
    - General Ledger

VII. MONTHLY CLOSING PROCEDURE (Continued)

7. Review all reports to ensure all accounts and financials are in balance. If deemed necessary, prepare adjustments and re-print all applicable reports. Ensure approval of journal entries.

8. Prepare reports to be presented in the monthly board packets.

VIII. YEAR END FINANCIAL AUDIT AND FINANCIAL REPORTING PROCESS

POLICY

The Finance Director is responsible for scheduling the year end financial statement audit with the external auditors.

The Finance Director is responsible for preparing the CRA's financial statement in preparation for the fiscal year end audit.

The financial statement audit must be completed 180 days subsequent to end of the fiscal year, or as mandated by Florida Statutes.

The audited financial statement and management letter must be presented to the CRA Board and disseminated to respective agencies accordingly.

PROCEDURES

The following procedures outline the year end financial reporting process, after the end of the fiscal year, as follows:

1. Load the adjusted trial balance into the fund financials working schedules in excel.

2. Reclassify all accounts for fund financial presentations.

3. Using the excel template, prepare the fund financial statement.

4. Prepare the GASB 34 journal entries including:

    a. Debt Reclassification
    b. Capitalization of property and Equipment
    c. Long Term Debt
    d. Amortization and Depreciation
    e. Accruals
    f. Other items, as deemed necessary

5. If any, obtain audit journal entries, review and approve journal entries

6. Post journal entries to system and record in financial statements

VIII. YEAR END FINANCIAL AUDIT AND FINANCIAL REPORTING PROCESS (Continued)

7. Prepare the GASB 34 Government Wide Financial Statement

8. Prepare the transmittal letter and Management Discussion and Analysis

9. Prepare the notes to the Financial statement and all financial schedules in notes

10. Submit complete financial statements to auditors for printing and issuance of opinion.

11. After receipt of audited financial statements from auditors distribute financial statements to board, creditors and any other agency, as deemed necessary.

12. Present audited financial statements to CRA Board.

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

CRA ADVISORY BOARD

AGENDA ITEM 13.A

SUBJECT:
Honoring Boynton Beach Heisman Heroes Presentation

SUMMARY:
At the January 14, 2025 meeting, the CRA Board assigned the CRA Advisory Board to research and investigate opportunities to honor the two Heisman Trophy winners that are from Boynton Beach. Examples includes statues/monuments and street renaming.

At the May 12, 2026 CRA Board meeting, the CRA Advisory Board will present a summary of their report. See Attachment I.

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRAB RECOMMENDATION:
See Attachment I.

CRA BOARD OPTIONS:
To be determined based on Board direction.

ATTACHMENTS:

	Description
•	Attachment I - Honoring Boynton Beach Heisman Heroes

HONORING BOYNTON BEACH HEISMAN HEROES

A City-Ready Proposal Presentation

Prepared for Boynton Beach CRA Advisory Board

February 2026

WHY THIS INITIATIVE MATTERS

- • Celebrates nationally recognized hometown excellence
  - • Strengthens civic pride and youth inspiration
  - • Enhances downtown identity and tourism appeal
  - • Aligns with CRA placemaking and economic development goals

OTHER CITY TRIBUTES







HEISMAN MURAL – EZELL HESTER JR. PARK

- • Large-scale public art installation
- Located at the Ezell Hester Jr. Football field/park
- Designed as an Instagram-worthy civic landmark
- Opportunity for community unveiling event
- Yearly sporting event to meet the Heisman Stars





PROPOSED TRIBUTE CONCEPTS





PROPOSED TRIBUTE CONCEPTS





COMMUNITY ENGAGEMENT STRATEGY

- • Partner with local schools & youth leagues
  - Establish Heisman Youth Scholarship Fund
  - Annual Heisman Day celebration event
  - Athlete appearance invitation for unveiling
  - Boynton Beach Bulldogs

STREET RENAMING CONCEPT

- • 'Lamar Jackson Way' or 'Travis Hunter Blvd'
- • Custom-branded signage design
- • Installed within CRA district
- • Ribbon-cutting ceremony opportunity
- Boynton Beach High School



IMPLEMENTATION ROADMAP

- Phase 1: Design & Community Input
- Phase 2: CRA & City Commission Approval
- Phase 3: Installation & Launch Event
- Phase 4: Annual Programming & Expansion

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

OLD BUSINESS

AGENDA ITEM 14.A

SUBJECT:
Consideration of a Letter of Intent from Lennar Homes LLC as a Result of a Notice to Dispose 419 N. Seacrest Boulevard

SUMMARY:
On November 21, 2024, the CRA Board approved the acquisition of the property located at 419 N. Seacrest Boulevard (see Attachment I). The parcel is 0.327 acres and includes a 1,710 square foot structure.

At the March 9, 2026 CRA Board Meeting, CRA staff requested revisiting the future of use of the lot due the costs associated with construction and operation of a co-work space. The CRA Board directed staff to incorporate the lot into the infill housing inventory for future affordable/workforce housing. The .327 acre site could be replatted to accommodate two single-family homes fronting NW 3rd Avenue and NW 4th Avenue.

On March 13, 2026 the CRA issued a Notice of Intent to Dispose of Real Property (see Attachment II). The Notice was published in the Palm Beach Post, on the CRA website, in the City Hall Lobby and emailed to the CRA's interested parties list. Parties interested in making proposals for the property had to submit a proposal within 30 days of March 13th.

On April 10, 2026, CRA staff received a Letter of Intent (LOI) from Lennar Homes LLC (see Attachment III). They were the only respondent to the Notice of Intent to Dispose.

In summary, the LOI provided the following terms:

- **Purchase Price:** $70,000
- **Zoning:** Request a rezoning change from R1 to R1A to allow for smaller setbacks to accommodate two houses
- **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
- **Other:** Lennar Homes would cover costs associated with the demolition of the existing structure, permit fees and/or impact fees.

*Prices subject to change based on Palm Beach County's Workforce Housing Program prices

that are set annually (see Attachment IV).

If the LOI is accepted by the CRA Board, the terms would be brought back to the Board in a Purchase and Development Agreement for final approval.

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan, Heart of Boynton District

CRA BOARD OPTIONS:
To be determined based on Board direction.

ATTACHMENTS:

Description

- Attachment I - Location Map
- Attachment II - Notice of Intent to Dispose
- Attachment III - LOI from Lennar Homes LLC
- Attachment IV - 2025 PBC WFH Pricing

Reset

Select Language

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser
We Value What You Value

Search by Address, Owner, or PCN

Return

Property Info | Layers | Tools & Reports | Help

View Property Record | Print

OWNERS

BOYNTON BEACH CRA

PROPERTY DETAIL

LOCATION
419 N SEACREST BLVD

MUNICIPALITY
BOYNTON BEACH

PARCEL NO.
08-43-45-21-07-001-1450

SUBDIVISION
BOYNTON HILLS IN

BOOK/PAGE
35496/765

SALE DATE
01/09/2025

MAILING ADDRESS
100 E OCEAN AVE FL 4
BOYNTON BEACH FL 33435 4515

USE TYPE
7100 - RELIGIOUS

TOTAL SQUARE FEET
1710

SALES INFORMATION



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.

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.

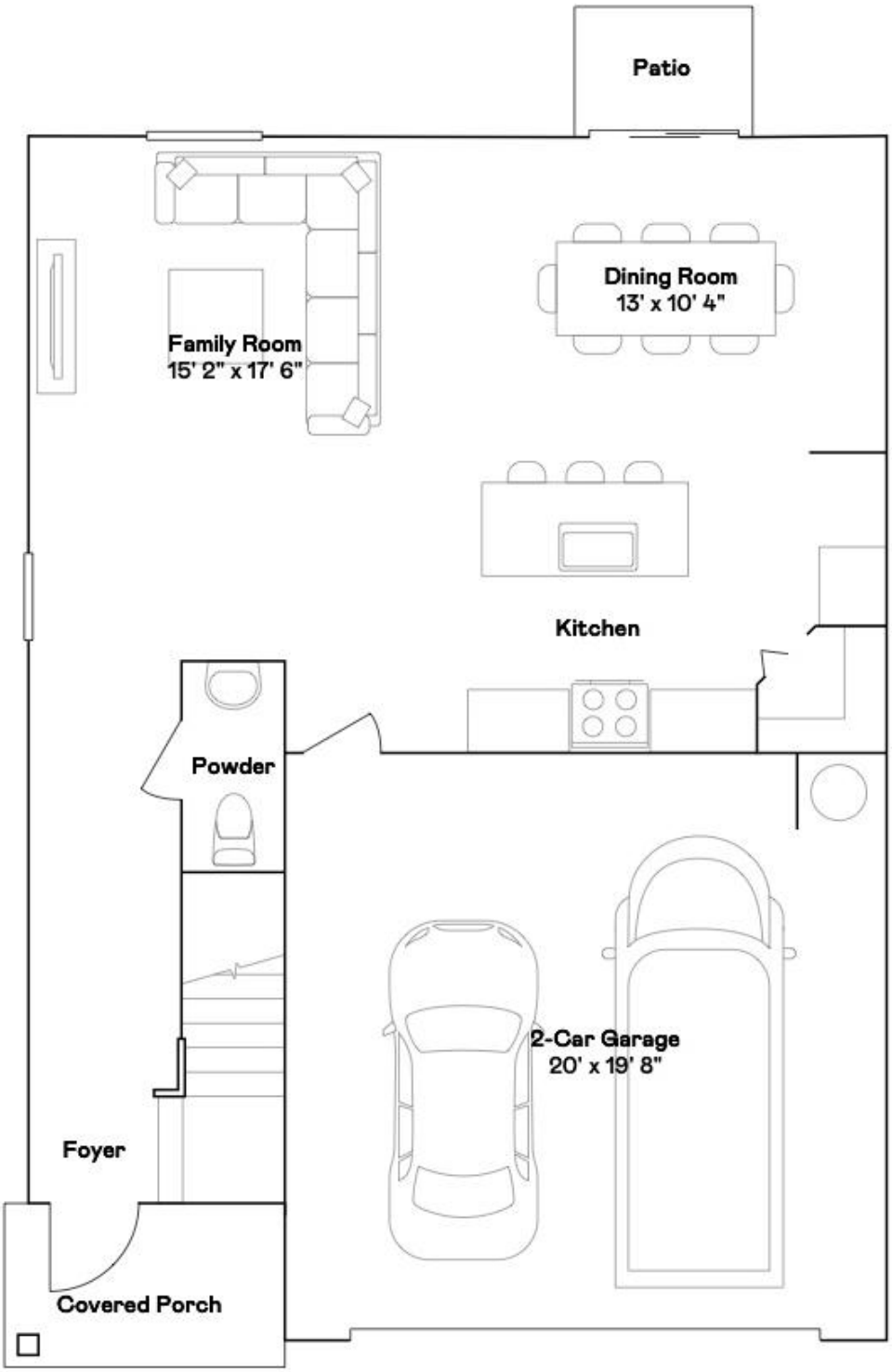
Sales:

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

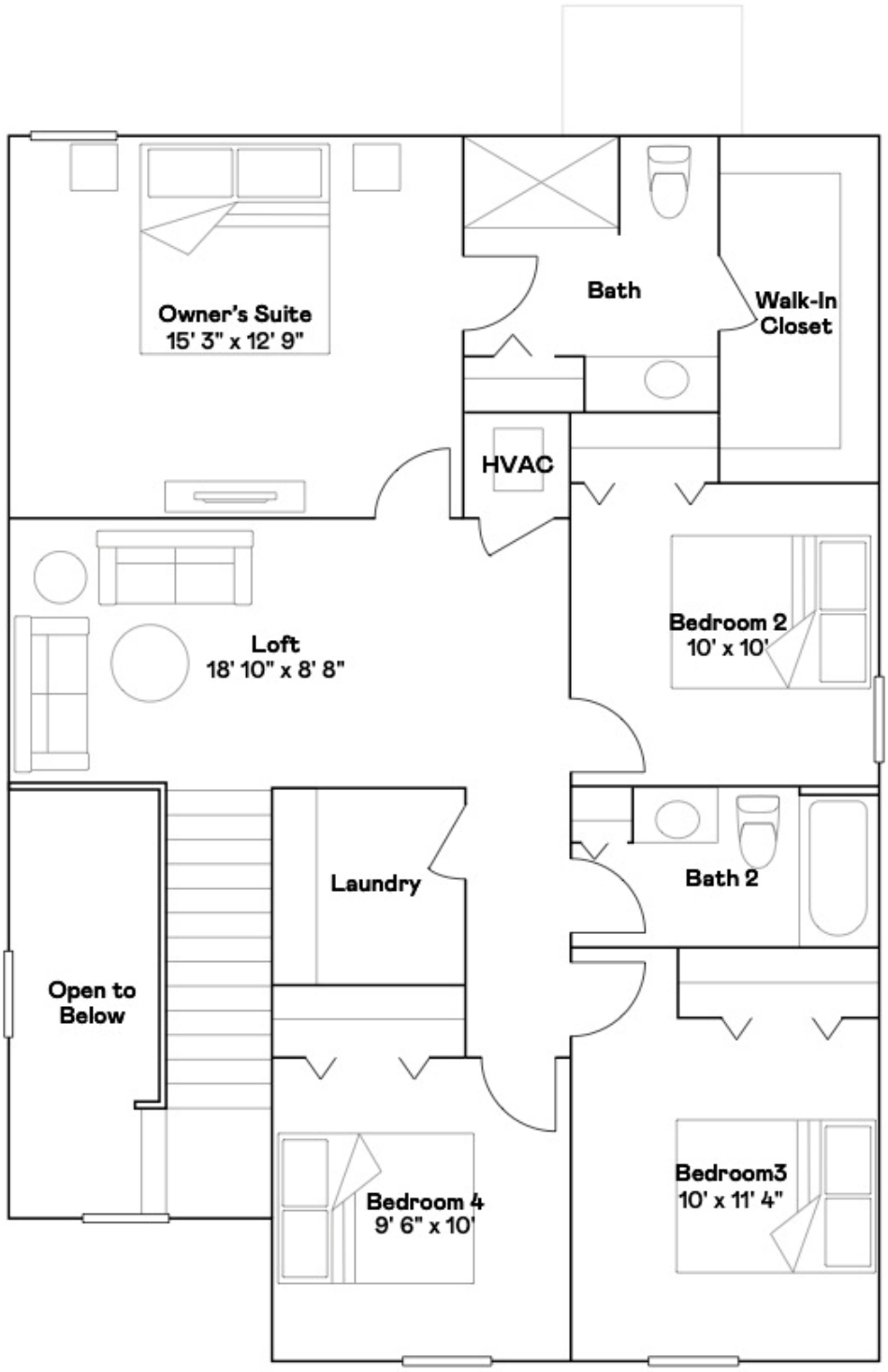

Owner's Suite
15' 3" x 12' 9"
Bath
Walk-In
Closet
HVAC
Bedroom 2
10' x 10'
Loft
18' 10" x 8' 8"
Laundry
Bath 2
Open to
Below
Bedroom 4
9' 6" x 10'
Bedroom3
10' x 11' 4"

Exhibit C





Exhibit D



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)

Income Category			Sales Price	Minimum Buyer Contribution	Maximum Subsidy
Low	60 - 80% of AMI	$67,080 - $89,440	$234,780	2.5%	$63,390
Moderate 1	>80 -100% of AMI	>$89,440 -$111,800	$301,860	3.5%	$60,372
Moderate 2	>100 -120% of AMI	>$111,800 - $134,160	$368,940	3.5%	$55,341
Middle	>120 -140% of AMI	>$134,160 - $156,520	$436,020*	3.5%	$43,602

**Middle Income category does not apply to WHP units in projects approved under WHP Code adopted 8/22/2019.*

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

OLD BUSINESS

AGENDA ITEM 14.B

SUBJECT:
Consideration of Terms for a Purchase and Development Agreement with Lennar Homes LLC for the Development of Affordable/Workforce Infill Housing

SUMMARY:
At the September 9, 2025 meeting, staff presented the CRA inventory of infill residential lots that are vacant of structures and ready for redevelopment (see Attachment I-II). These lots provide an opportunity to create new affordable and workforce homeownership options. The CRA also confirmed with the City that there are no City-owned infill lots located within the CRA area that could be included in this redevelopment initiative.

At the meeting it was determined the following lots would be utilized for infill housing:

- 135 NE 3rd Avenue
- 407 NE1st Street
- 524 NW 3rd Street
- 507 NW 12th Avenue
- Lot 348 NW 11th Avenue

The CRA Board approved the draft ITN at their December 9, 2025, meeting and the ITN was issued publicly on December 12, 2025 (see Attachment III). The CRA published the ITN to the CRA website, posted a public notice, posted it to the Florida Redevelopment Association website/newsletter and emailed it directly to over 50 interested parties.

On January 6, 2026, CRA and City staff hosted the voluntary pre-submission meeting in Community Room 115 at 4:00 PM. There were six interested parties that attended the meeting (see Attachment IV). Staff presented a brief overview of the ITN and opened it up for questions and answers.

The deadline for questions was January 9, 2026, by 5:00 PM. In response to the questions received, the CRA issued three addendums (see Attachments V - VII).

Submittals were due no later than 2:00 PM on February 10, 2026. By that date, there were nine groups registered for the ITN (see Attachment VIII). The CRA received one submission from Lennar Homes LLC (see Attachments IX-X)

The Review Committee which consisted of four CRA staff and two City staff met on February 20, 2026, to review the submission and provided the Sufficiency Checklist as Attachment XI.

In summary, Lennar Homes proposes:

- **Purchase Price:** $350,000 for all five lots
- **Home Details:** 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

At the March 9th meeting, the CRA Board directed CRA staff to enter into negotiations with Lennar Homes LLC and bring back a Purchase and Development Agreement for review.

On March 25, 2026, CRA staff met with the Lennar Homes team to discuss the following items:

- Are there different styles within each model to choose from
- Would Lennar considered adding covered lanais
- Swap paver driveways for concrete driveways
- Would Lennar consider a larger home on the oversized lot at 524 NW 3rd Street
- What is the landscaping plan
- What exterior light is included
- Does Lennar have interest in 419 N. Seacrest Boulevard
- Does Lennar have any similar models currently under construction to tour
- Post construction guarantees

Attachment XII summarizes the meeting notes.

On April 17, 2026, CRA staff toured the Belmont and Columbus model homes at Lennar's development in Port St. Lucie. On April 24, 2026, CRA staff received Lennar's response to staff's requests from the March 25, 2026 (see Attachment XIII)

A draft term sheet is provided as Attachment XIX and the terms are summarized in a presentation as Attachment XX.

If the terms are accepted by the Board, the terms will be incorporated into a Purchase and Development Agreement and brought back for final approval.

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach CRA Community Redevelopment Plan

ATTACHMENTS:

Description

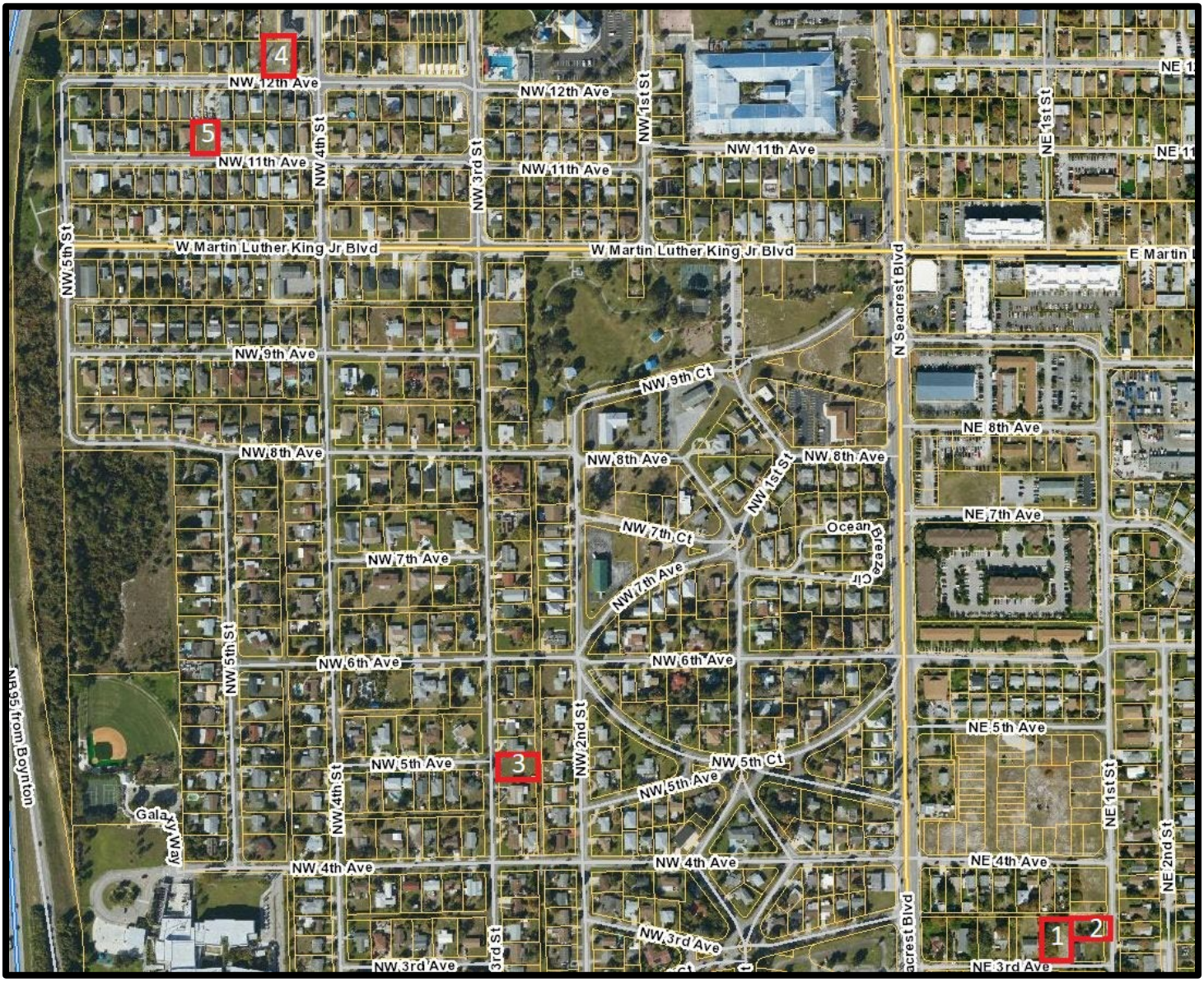
- Attachment I - Property Maps
- Attachment II - Infill Housing Presentation
- Attachment III - Invitation to Negotiate Packet
- Attachment IV - Voluntary Pre-Submission Meeting Sign-In
- Attachment V - Addendum No. 1

- Attachment VI - Addendum No. 2
- Attachment VII - Addendum No. 3
- Attachment VIII - ITN Registration
- Attachment IX - Lennar Homes Submission
- Attachment X - Lennar Homes LLC Presentation
- Attachment XI - Sufficiency Checklist
- Attachment XII - March 25, 2026 Meeting Notes
- Attachment XIII - Revised Proposal from Lennar Homes LLC
- Attachment XIX - Terms for a Purchase and Development Agreement
- Attachment XX - Presentation of Terms

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



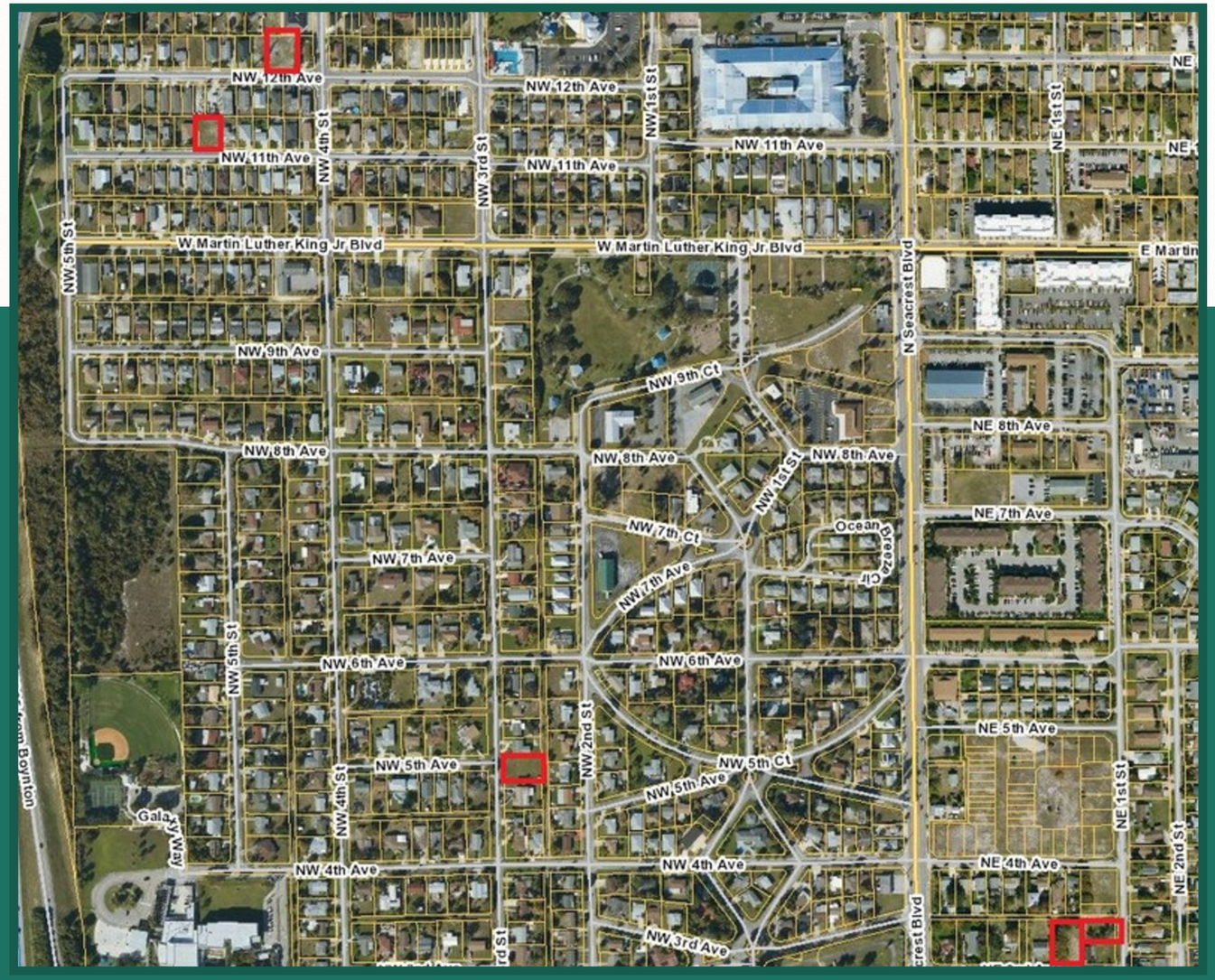
INFILL AFFORDABLE HOMEOWNERSHIP

November 10, 2025



PRESENTED BY BOYNTON BEACH CRA COMMUNITY REDEVELOPMENT AGENCY

PROPERTY MAP



ADDRESSES

- 135 NE 3rd Avenue
- 407 NE 1st Street
- 524 NW 3rd Street
- 507 NW 12th Avenue
- Lot 348 NW 11th Avenue

PROPERTY INFORMATION





Address	Lot Size	Approximate Measurement	Current Zoning	Future Land Use	Potential Houses
1) 135 NE 3rd Avenue	.33	100 W x 145 L	R2 DUPLEX (10 DU/AC)	HDR (15 DU/AC)	2
2) 407 NE 1st Street	.17	70 W x 106 L	R2 DUPLEX (10 DU/AC)	HDR (15 DU/AC)	1
3) 524 NW 3rd Street	.19	72 W x 118 L	R1A 6 DU/AC	LDR 5 DU/AC	1

PROPERTY INFORMATION



Address	Lot Size	Approximate Measurement	Current Zoning	Future Land Use	Potential Houses
4) 507 NW 12th Avenue	.24	100 W x 110 L	R2 DUPLEX (10 DU/AC)	MDR (11 DU/AC)	2
5) Lot 348 NW 11th Avenue	.18	74 W x 100 L	R2 DUPLEX (10 DU/AC)	MDR (11 DU/AC)	1

REDEVELOPMENT STRATEGY



INVITATION TO NEGOTIATE

2025 WORKFORCE HOUSING

Income limits would be subject to changes based on HUDs updated numbers each year

As a point of reference:

- Cottage District: townhomes = Low Category; single-family homes = Moderate 1 category;
- Habitat for Humanity: Low and Moderate 1 category
- Boynton Beach CDC: Moderate 1 and Moderate 2 category

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

ITN TERMS FOR CONSIDERATION



TERM OF AFFORDABILITY

15 Years



AFFORDABILITY RANGES

Preference given to respondent with at least one house at 60%-80% AMI; at minimum each house sold 60% -120%



CONSTRUCTION TIMELINE

18 Months from Signed Contract



MINIMUM FEATURES

1,500 SF
3 Bed/2 Bath
2-Car Garage
Hurricane Impact Windows
Appliances
50 foot lots

ITN TERMS FOR CONSIDERATION

LOCAL CONTRACTOR PREFERENCE

City of Boynton Beach & Palm Beach County

DEVELOPER TYPE

For-Profit or Not-for-Profit

DELIVERABLES

7 Single-Family Fee Simple Homes

SALE OF HOMES

Public Lottery to Income Qualified Buyers



ITN PROPOSED TIMELINE

Issue Date
December 12, 2025

Voluntary Pre-Submission Meeting
January 6, 2026

Questions/Request for Clarification Deadline
January 9, 2026

Submittal Deadline
February 10, 2026

Presentation to CRA Board
March 10, 2026

NEXT STEPS

Finalize the Terms for the ITN

Does the Board want to make any changes to the proposed terms of the ITN?

Approve the ITN

CRA staff/legal will finalize the the ITN document

Public Notice of ITN

Issue the required public notices, post to website, send out via email to interested parties list, share with FRA, social media, etc.



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. Disclosure and Disclaimer.

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

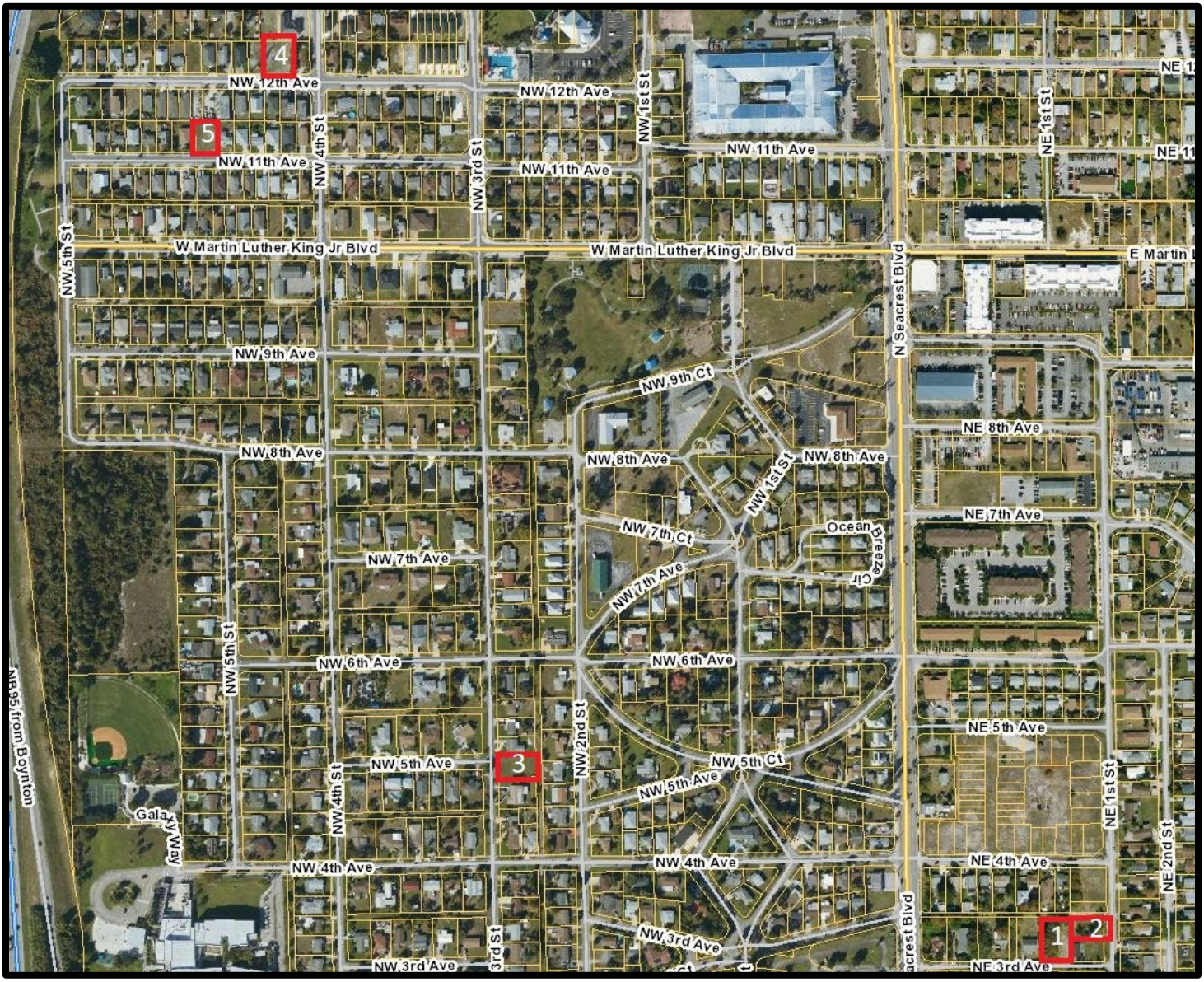
LIST OF ATTACHMENTS:

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



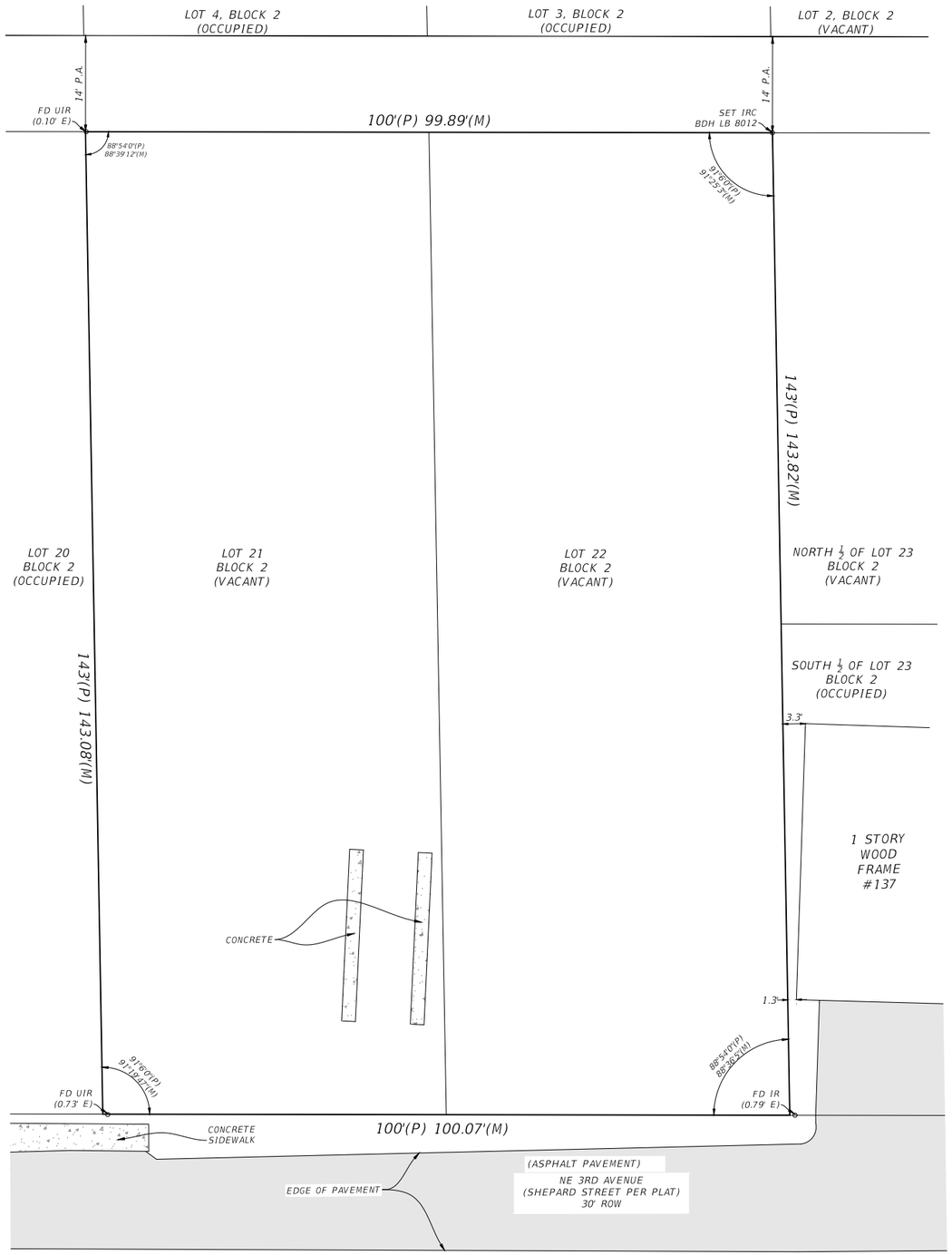


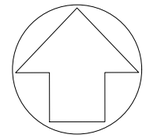
ATTACHMENT “A”
PARCEL MAPS



ATTACHMENT “B”

SURVEYS OF BBCRA OWNED PROPERTIES

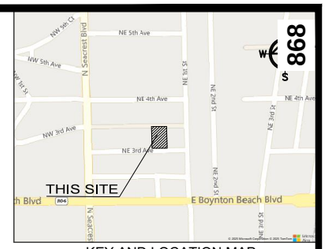




0 10' 20' 40'

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
S/W	=	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)

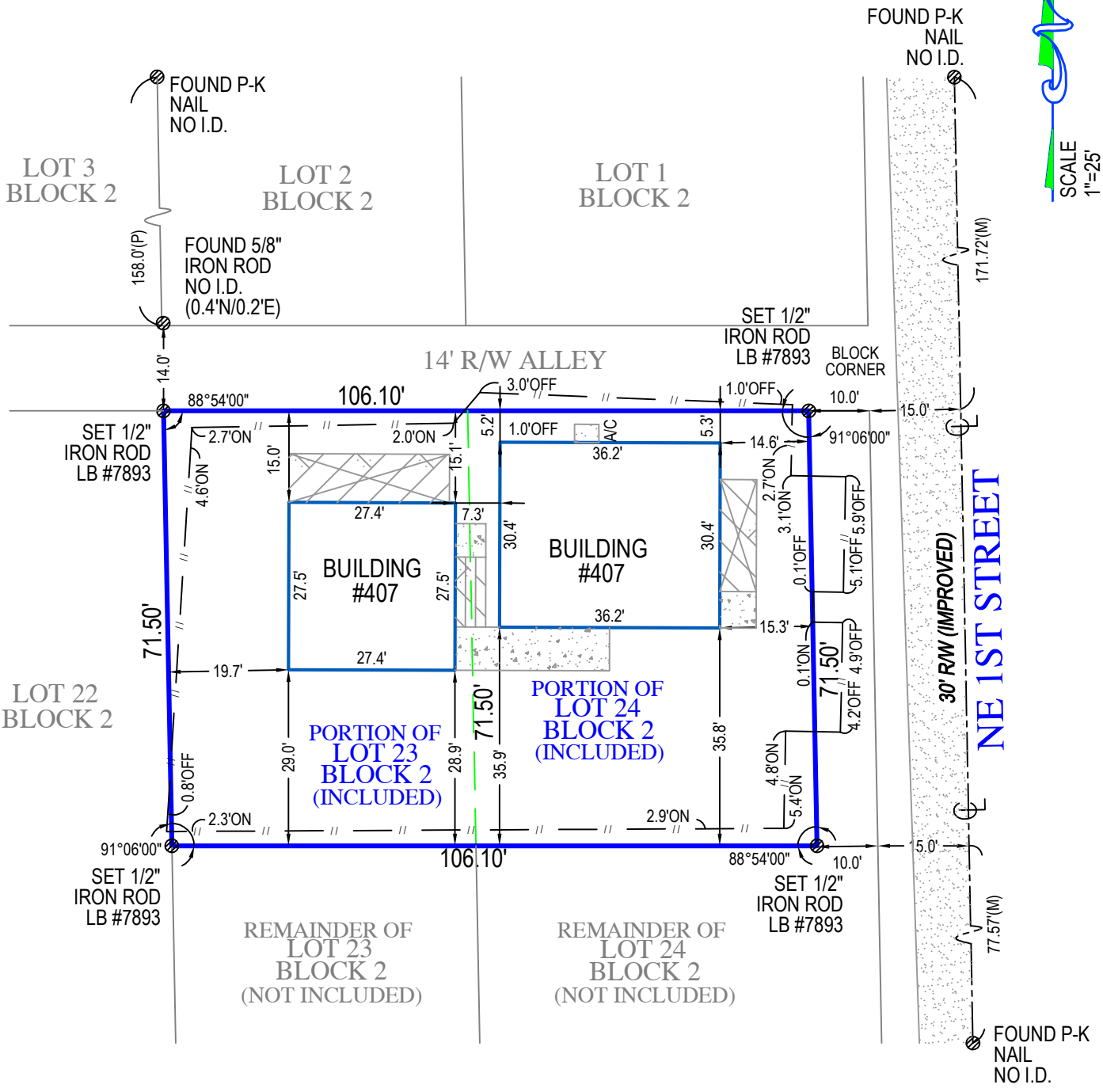
GENERAL NOTES:

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
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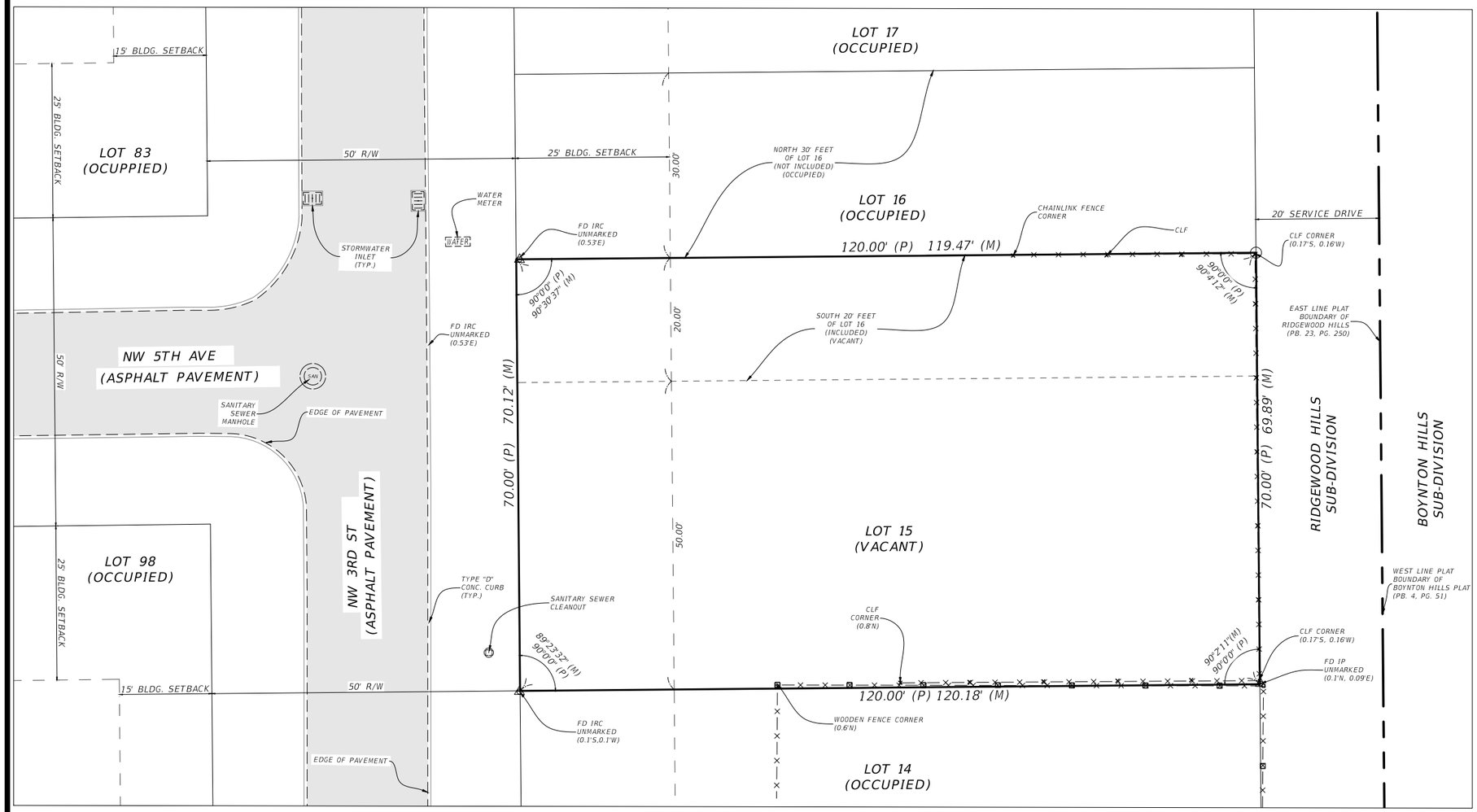
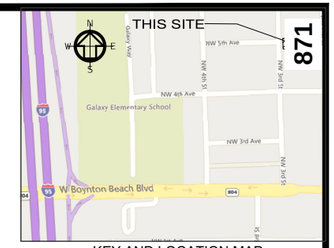
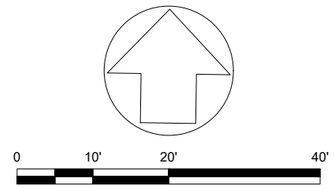




KEY AND LOCATION MAP
FULL SIZE (24"X36"): 1" = 500'
HALF SIZE (11"X17"): 1" = 1000'



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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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

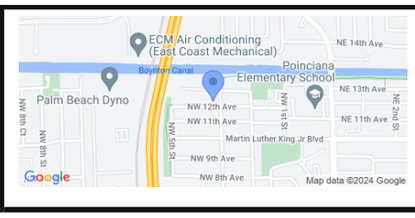
BOUNDARY SURVEY

SEAL

25

DATE: 03/30/24

DRAWING NO.: S-1



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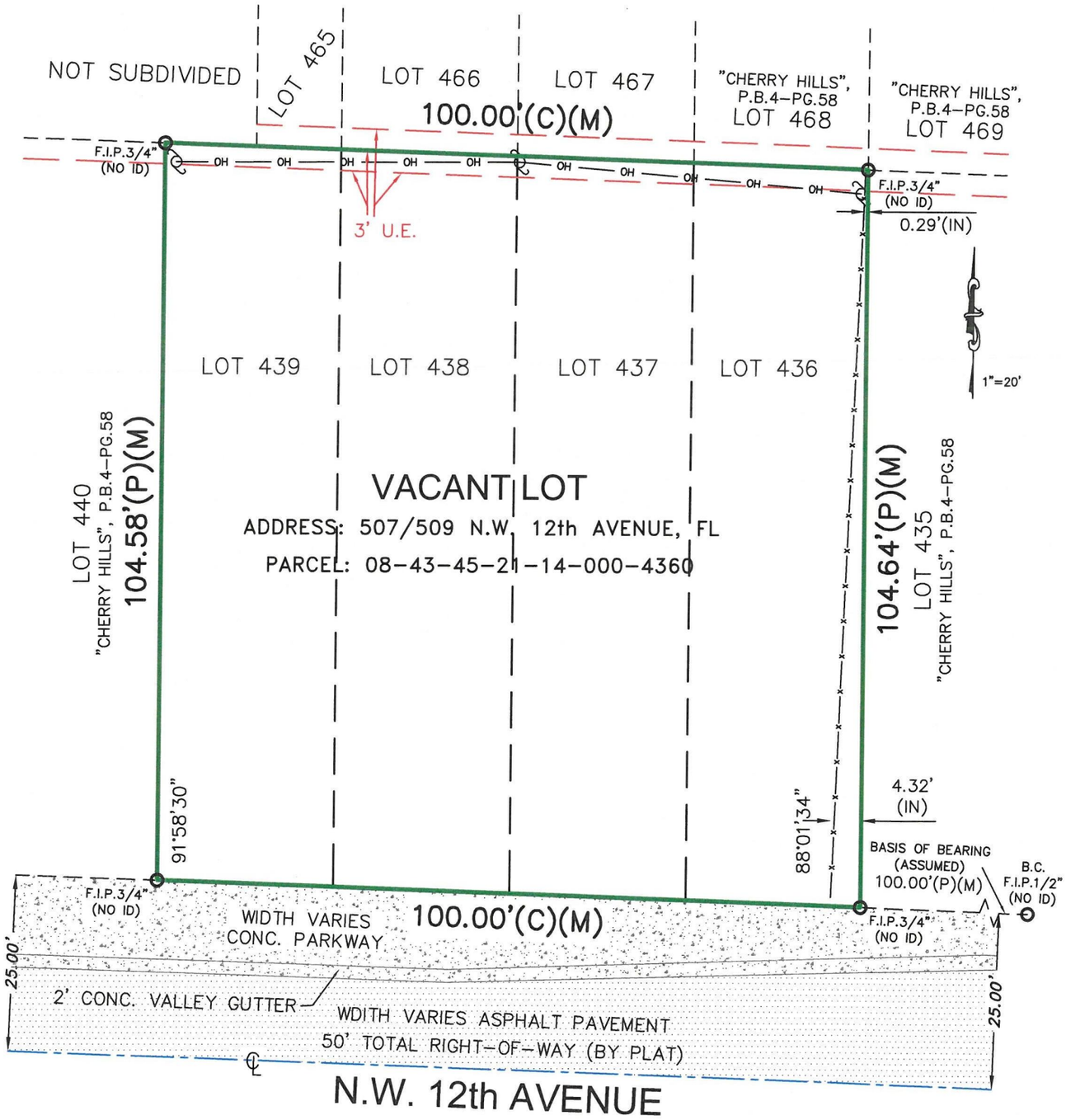
This survey shall not be used for construction/permitting purposes without written consent from the land surveyor who has signed and sealed this survey.



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.

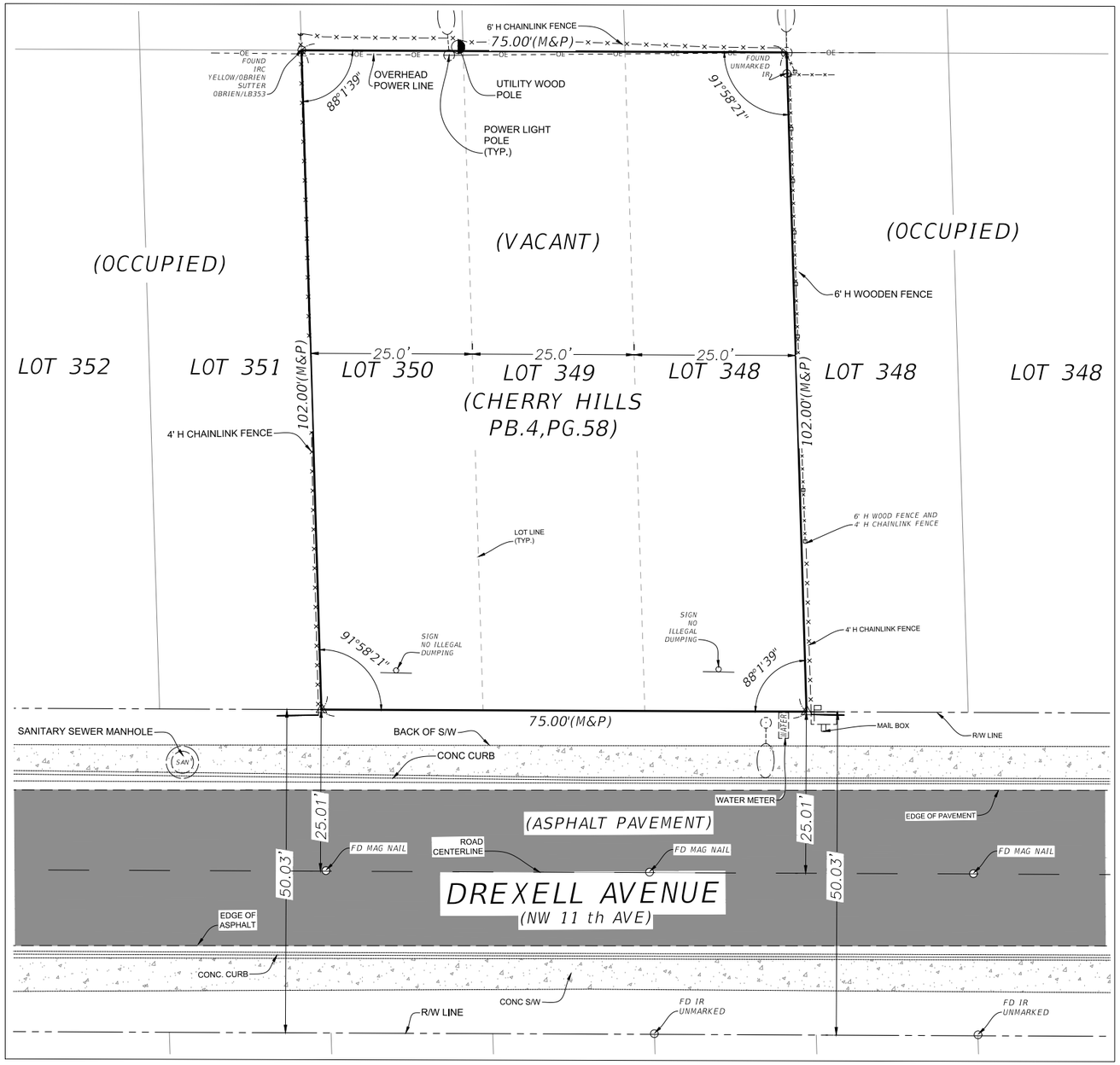
Certified To:
The Boynton Beach Community Redevelopment Agency
Lewis, Longman & Walker, P.A.
Old Republic National Title Insurance Company
its successors and/or assigns as their interest may appear.

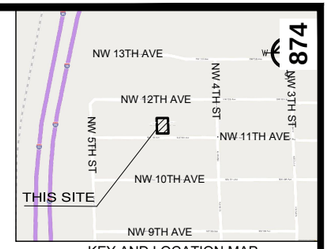
Please copy below for policy preparation purposes only:
This policy does not insure against loss or damage by reason of the following exceptions: Any rights, easements, interests, or claims which may exist by reason of, or reflected by, the following facts shown on the survey prepared by *Efrain Lopez* *, for M.E. Land Surveying, LLC., dated* *07/19/2024* *bearing Job #* *B-143844* *:*

a. *FENCE ENCUMBERS 3' UTILITY EASEMENT ALONG NORTH PROPERTY LINE.*

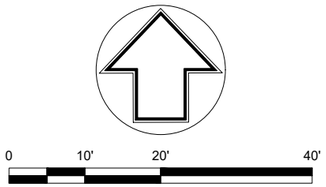
M.E. Land Surveying, LLC

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'



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

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Invitation to Negotiate for the Development of Affordable/Workforce Infill Housing
Voluntary Pre-Submission Meeting
January 6, 2026
Community Room 115 at 4:00 PM

PLEASE PRINT CLEARLY

NAME/TITLE	COMPANY NAME	ADDRESS	PHONE	EMAIL
Bonnie Nicklien BBCRA Tim Tack BBCRA Theresa Utterback BBCRA MICHAEL BALUYOT				nicklienb@bbfl.us Tackt@bbfl.us utterbackt@bbfl.us BALUYOTM@BBFL.US
Jordan Andrews	Yavel Construction & development		561-568-3869	Levay@YavelConstruction.com Jordan1outlook@gmail.com
CHRIS PLUMMER	BOYNTON BEACH FAITH BASED CDC	1600 N FEDERAL HIGHWAY, SUITE 10 BOYNTON BCH, FL 33435	561-310-1739 (C) 561-752-0303	CPLUMMER@BOYNTONBEACHCDC.ORG

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Invitation to Negotiate for the Development of Affordable/Workforce Infill Housing
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January 6, 2026
Community Room 115 at 4:00 PM

PLEASE PRINT CLEARLY

NAME/TITLE	COMPANY NAME	ADDRESS	PHONE	EMAIL
Sam Goldberg / Land Acq Manager	Lennar		954-699-3968	Sam.Goldberg@Lennar.com
Rafael Nelson / Land Acq Manager	Lennar		728-201-4191	Rafael.Nelson@Lennar.com
Eduardo Camargo COO	BuildSpot 3D Pio Build 3D		980 579 8848	ecamargo@pioBuild3D.com.

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Invitation to Negotiate for the Development of Affordable/Workforce Infill Housing
Voluntary Pre-Submission Meeting
January 6, 2026
Community Room 115 at 4:00 PM

PLEASE PRINT CLEARLY

NAME/TITLE	COMPANY NAME	ADDRESS	PHONE	EMAIL
Cathy Kramer	Capodagli	N.J.	561-213-6100	Cathy@Capodagli.com
Salicia Brown	COBB		561-742-6361	brownst@bbfl.us
Michael Griffin	COBB		561-742-6365	Griffinm@bbfl.us

ADDENDUM NO. 1
TO
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
INVITATION TO NEGOTIATE (ITN) FOR THE
DEVELOPMENT OF AFFORDABLE/WORKFORCE INFILL HOUSING
January 16, 2026

TO ALL PROPOSERS AND OTHERS CONCERNED

The Boynton Beach Community Redevelopment Agency (BBCRA) issued an INVITATION TO NEGOTIATE (ITN) seeking Proposals to provide affordable and workforce housing within the BBCRA Area through the acquisition and redevelopment of BBCRA-owned properties in Boynton Beach, Florida. The intent of this ITN Addendum is to provide supplemental information or provide clarification when requested. Proposers submitting responses for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the ITN which shall become a part of and have precedence over anything shown or described otherwise.

Question #1: *Is the ITN based on price?*

> ***Answer: ITN Proposal Evaluation and Selection Process is outlined in section 13 of the ITN. Price is an element of consideration as a part of the Project Viability and Capability of the Proposer. This needs to be accounted for in the pro forma and Attachment E proposed project funding uses and sources information.***

Question #2*: Is a bid bond required?*

> ***Answer: A bid bond is not required by the BBCRA. However, All proposers must meet requirements as detailed in Section 10 of the ITN.***

Question #3: *Is preference for those submitting for all properties reflected in the scoring?*

> ***Answer: Yes. Please refer to the ITN Proposal Evaluation and Selection Process as outlined in section 13.***

Question #4: *Are the homes to be pre-sold?*

> ***Answer: This is not a requirement of the ITN, However, the method used to sell the homes will need to be identified within the proposal in accordance with Section 10 of the ITN.***

Question #5: *Are all homes to be built at the same time?*

Answer: It is assumed that all houses will be built by the successful proposer within a reasonable timeframe that needs to be identified within the proposals in accordance with section 9 of the ITN.

Question #6: *Are the two larger lots suitable for duplexes?*

Answer: Duplexes do not meet the requirements of the ITN. Please refer to section 9* and 10 *of the ITN

Question #7: *Preference on size of home/room sizes?*

Answer: Please refer to section 9 of the ITN.

Question #8: *Please provide the address for the 2 larger lots that need to be separated?*

Answer: Please refer to Attachment A parcel descriptions of the ITN for lots 1 and 5.

Question #9: *What is the width of 135 NE 3rd Avenue?*

Answer: Please refer to "Attachment A Parcel Descriptions" of the ITN

Question #10: *When registering for the ITN, are we to provide email addresses of all company employees involved in the ITN?*

Answer: No. Only the main point of contact of the proposer.

Question #11: *Is it 18 months to CO or sale of property?*

Answer: Please refer to section 9.5 of the ITN.

Question #12: *Are the lots cleared?*

Answer: Yes.

Question #13: *Have Environmental Site Assessments (Phase I & II) been done?*

Answer: No. All Environmental assessments, permitting and ancillary costs will be at the sole expense of the successful proposer.

Question #14: *Are respondents supposed to propose acquisition cost?*

> ***Answer: Yes. Please account for this in the pro forma and "Attachment E Proposed Project Funding Uses and Sources Information."***

Question #15: *Does the CRA have a sales price for the homes?*

> ***Answer: Please refer to Paragraph 9.7 of the ITN and the Workforce Housing Program (WHP) 2025 For Sale Prices and Incomes https://discover.pbcgov.org/HED/PDF/Workforce%20Housing/WHP%20Sale%20Prices_%20Incomes_%202025%20ua.pdf***

Question #16: *Will a proposed acquisition amount be required, or can we factor $0 for acquisition cost in the pro forma?*

> ***Answer: Please account for this in the pro forma and "Attachment E Proposed Project Funding Uses and Sources Information."***

Question #17: *Does the BBCRA intend to cover the cost for title transfer & recording fees, or should proposers include a line item for this?*

> ***Answer: All title transfer & recording fees will be at the sole expense of the successful proposer.***

Question #18: *Do the parcels all have clean titles or are there liens and encumbrances on any of them?*

> ***Answer: All lots have clean titles.***

Question #19: *Are you at liberty to disclose the names of the other organizations that have submitted the required registration for this ITN?*

> ***Answer: All respondents and interested parties are subject to public records request.***

Question #20: *Has there been an environmental inspection performed on each property? Only see the Appraisal Report in the related documents. If E.I. has been performed, is that report available?*

> ***Answer: No environmental assessments have been performed by the CRA.***

Question #21: *In section 5 (incentives for the project), the ITN document refers to Grants being offered by the BBCRA..."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." In reviewing the BBCRA website, the only Grant programs listed were for businesses. Are there other grants/incentives listed somewhere else pertaining to affordable/workforce housing development?*

Answer: We currently do not have any grants eligible for this project, except for the City of Boynton Beach's State Housing Initiative Program (SHIP) Funding for prospective homebuyers. More information is available at https://www.boynton-beach.org/371/State-Housing-Initiative-Partnership-SHI

Disposal of the property at less than fair market value would be considered as incentive for this project.

Question #22: *Does the BBCRA maintain a list of income eligible 1st time homebuyers?*

Answer: No. However, the City of Boynton Beach's SHIP Funding Program does maintain a list of income eligible prospective homebuyers

Question #23: *I did have an additional query regarding access to an updated 2026 Workforce Housing Programs (WHP) sales prices and income charts? In addition, are there any additional affordable housing incentives and grants available for nonprofit developers?*

Answer: The Workforce Housing Programs (WHP) sales prices and income charts are released annually around the month of July. The CRA does not have any additional affordable housing incentives and grants available for nonprofit developers.

ADDENDUM NO. 2
TO
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
INVITATION TO NEGOTIATE (ITN) FOR THE
DEVELOPMENT OF AFFORDABLE/WORKFORCE INFILL HOUSING
January 20, 2026

TO ALL PROPOSERS AND OTHERS CONCERNED

The Boynton Beach Community Redevelopment Agency (BBCRA) issued an INVITATION TO NEGOTIATE (ITN) seeking Proposals to provide affordable and workforce housing within the BBCRA Area through the acquisition and redevelopment of BBCRA-owned properties in Boynton Beach, Florida. The intent of this ITN Addendum is to provide supplemental information or provide clarification when requested. Proposers submitting responses for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the ITN which shall become a part of and have precedence over anything shown or described otherwise.

Question #1: *Is it anticipated that the selected proposer will be required to purchase the lots identified in the ITN from the CRA, or is it anticipated that the lots may be conveyed or donated to the selected developer in support of the provision of affordable/workforce housing?*

> ***Answer: ITN Proposal Evaluation and Selection Process is outlined in section 13 of the ITN. Price is an element of consideration as a part of the Project Viability and Capability of the Proposer. This needs to be accounted for in the pro forma and Attachment E proposed project funding uses and sources information. A purchase price less than fair market value will be considered as an incentive for the project.***

Question #2*: Would the CRA consider alternative ownership structures, such as a Community Land Trust model utilizing leasehold ownership, in lieu of fee simple ownership?*

> ***Answer: The CRA Board will be willing to entertain alternative affordable housing options. Please refer to section 1 of the ITN. Proposers are invited to propose creative solutions as part of their proposal.***

ADDENDUM NO. 3
TO
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
INVITATION TO NEGOTIATE (ITN) FOR THE
DEVELOPMENT OF AFFORDABLE/WORKFORCE INFILL HOUSING
February 9, 2026

TO ALL PROPOSERS AND OTHERS CONCERNED

The Boynton Beach Community Redevelopment Agency (BBCRA) issued an INVITATION TO NEGOTIATE (ITN) seeking Proposals to provide affordable and workforce housing within the BBCRA Area through the acquisition and redevelopment of BBCRA-owned properties in Boynton Beach, Florida. The intent of this ITN Addendum is to provide supplemental information or provide clarification when requested. Proposers submitting responses for the above-referenced project shall take note of the following changes, additions, deletions clarifications, etc., to the ITN which shall become a part of and have precedence over anything shown or described otherwise.

- **Attachment No. 1 – Proposer Registration**

ATTACHMENT No. 1

INVITATION TO NEGOTIATE INFILL HOUSING REGISTRATION				
NAME	**COMPANY NAME**	**ADDRESS**	**PHONE**	**EMAIL**
Sam Goldberg	Lenar	Palm Atlantic Division, 3931 RCA Blvd, Suite 3105, Palm Beach Gardens, FL 33410	954-699-3968	Sam.Goldberg@Lennar.com
Cory Pack		N/A	N/A	coreypack@yahoo.com
Daniel A. Rosemond	East to West Development Corporation	700 U.S. Highway One; Ste C; N. Palm Beach 33408	(305) 588-2638	daniel@etwdc.org
Chuck Halberg	Stuart & Shelby	1116 SW 10th Avenue, Suite C, Delray Beach, FL 33444	561-637-7902	chuckh@stuartandshelby.com
James Prophete	Weshop Enterprises, LLC	4235 North University Dr, #202	954-249-7512	jpinvestorsolutions@gmail.com
Dr. Shantell Haynes-Cruz Leon	Haynes Harbour Group, Inc.	3585 NE 207 Street C9 #741, Aventura, Fl 33180	786-529-4849	haynesharbourinc@gmail.com ; drhaynes@haynesharbour.com
Roderick Spencer	RJ Spencer Construction Inc	20535 NW 2nd Avenue #205, Miami Gardens, FL 33169	786-443-5346	roderick@rjsconstructs.com
Christopher Plummer	Boynton Beach Faith Based CDC	1600 N Federal Highway, Suite 12	561.752.0303	cplummer@boyntonbeachcdc.org
Frances Llop-Noy	Mass Construction	2201 Tequesta Way Miami, FL 33133	305-849-1216	frances@mass-cm.com

INVITATION TO NEGOTIATE INFILL HOUSING REGISTRATION				
NAME	**COMPANY NAME**	**ADDRESS**	**PHONE**	**EMAIL**
Sam Goldberg	Lenar	Palm Atlantic Division, 3931 RCA Blvd, Suite 3105, Palm Beach Gardens, FL 33410	954-699-3968	Sam.Goldberg@Lennar.com
Cory Pack		N/A	N/A	coreypack@yahoo.com
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Dr. Shantell Haynes-Cruz Leon	Haynes Harbour Group, Inc.	3585 NE 207 Street C9 #741, Aventura, Fl 33180	786-529-4849	haynesharbourinc@gmail.com ; drhaynes@haynesharbour.com
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Frances Llop-Noy	Mass Construction	2201 Tequesta Way Miami, FL 33133	305-849-1216	frances@mass-cm.com

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

Table of Contents:

1. Qualifications & Background	**Page 3**
2. Proposed Use of the Site	**Page 5**
3. Lennar Palm Atlantic Projects	**Page 7**
4. Key Personnel & Trade Partners	**Page 9**
5. Certificate of Good Standing	**Page 12**
6. Project Pro Forma	**Page 13**
7. Letter of Intent	**Page 14**
8. Financial Capability	**Page 17**
9. Legal Standing	**Page 18**
10. Exhibits	**Page 19**
11. Required Forms	**Page 33**

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

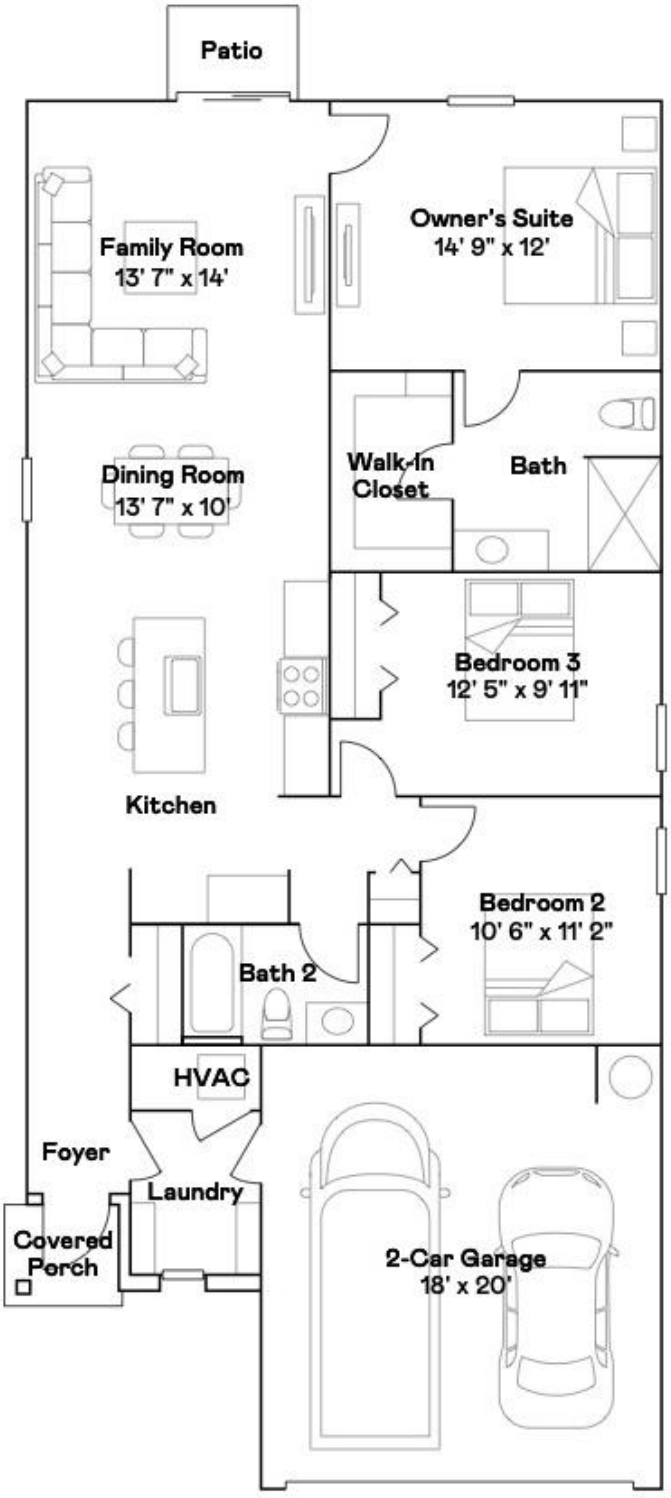

Patio
Family Room
13' 7" x 14'
Owner's Suite
14' 9" x 12'
Dining Room
13' 7" x 10'
Walk-In
Closet
Bath
Bedroom 3
12' 5" x 9' 11"
Kitchen
Bedroom 2
10' 6" x 11' 2"
Bath 2
HVAC
Foyer
Laundry
Covered
Porch
2-Car Garage
18' x 20'

Exhibit B





Exhibit C

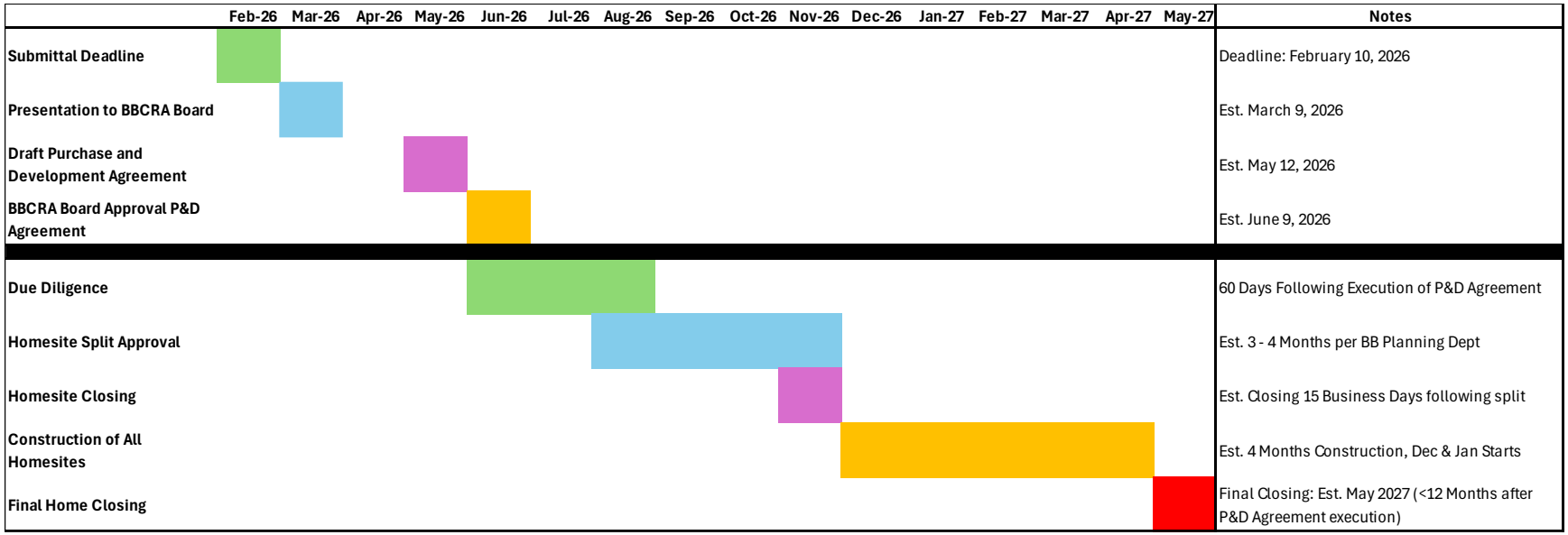

Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Jan-27
Feb-27
Mar-27
Apr-27
May-27
Notes
Submittal Deadline
Deadline: February 10, 2026
Presentation to BBCRA Board
Est. March 9, 2026
Draft Purchase and Development Agreement
Est. May 12, 2026
BBCRA Board Approval P&D Agreement
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

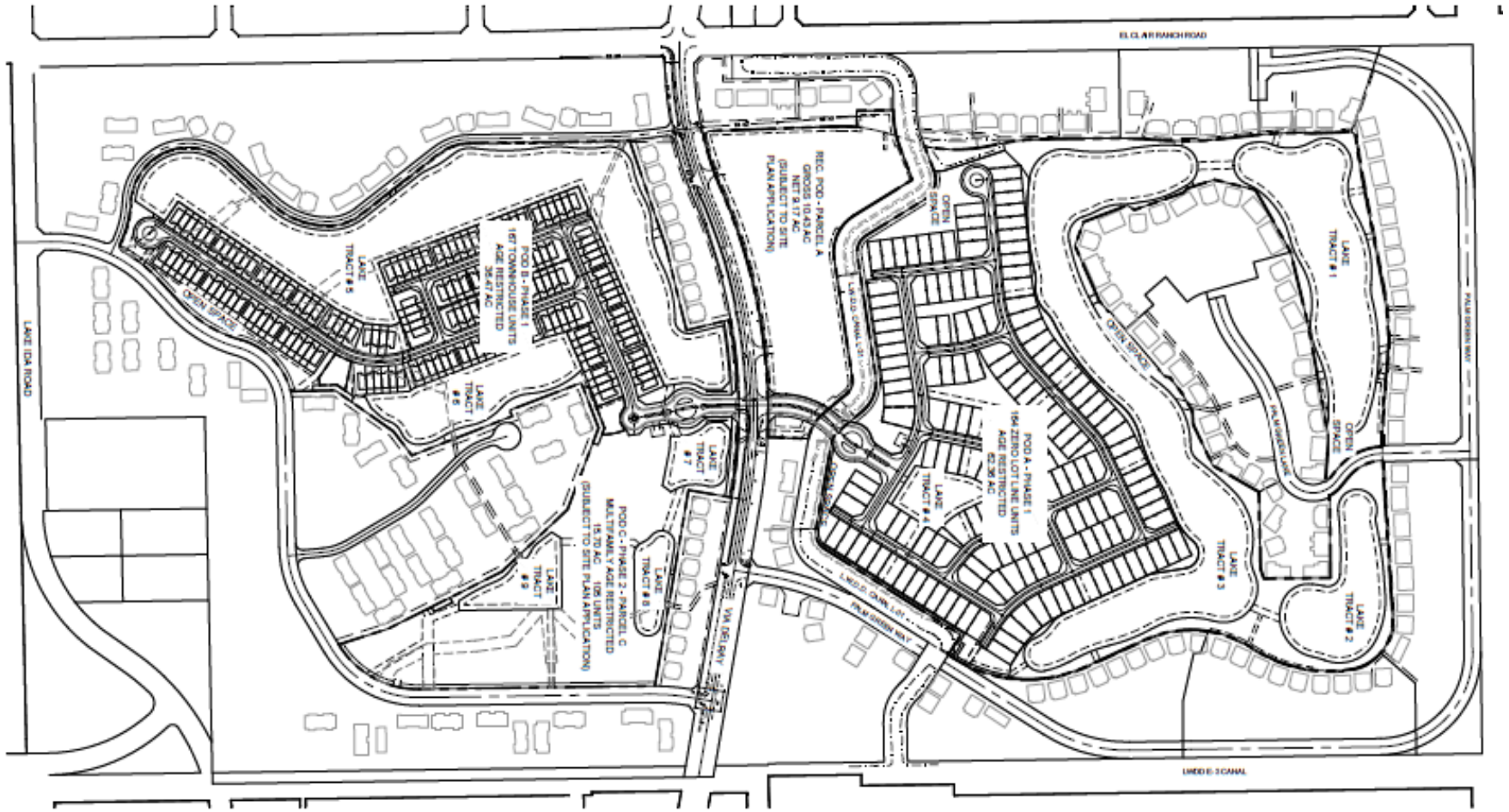

EL CLAIR RANCH ROAD
LAKE IDA ROAD
VIA DELRAY
LWDD E-3 CANAL
LWDD LATERAL L-31
PALM GREEN WAY
PALM GREEN LANE
OPEN SPACE
REC. POD - PARCEL A
GROSS 10.43 AC
NET 8.17 AC
(SUBJECT TO SITE PLAN APPLICATION)
POD B - PHASE I
167 TOWNHOUSE UNITS
AGE RESTRICTED
35.47 AC
POD A - PHASE I
194 ZERO LOT LINE UNITS
AGE RESTRICTED
42.36 AC
POD C - PHASE 2 - PARCEL C
MULTI-FAMILY AGE RESTRICTED
15.70 AC 126 UNITS
(SUBJECT TO SITE PLAN APPLICATION)
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

Exhibit E (1 of 2)



Exhibit E (2 of 2)



Exhibit F



Exhibit G

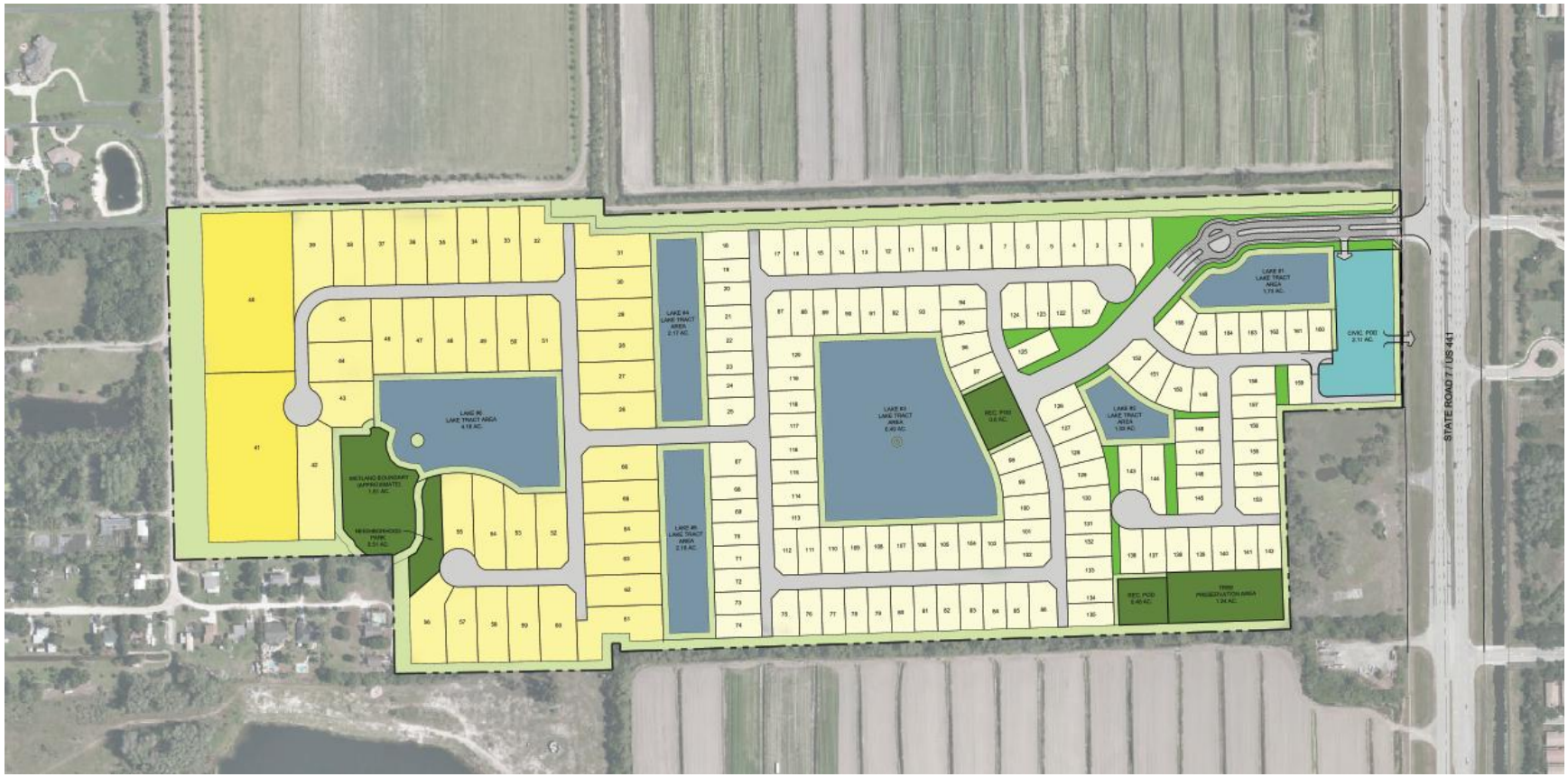


Exhibit H





Exhibit I





Exhibit J

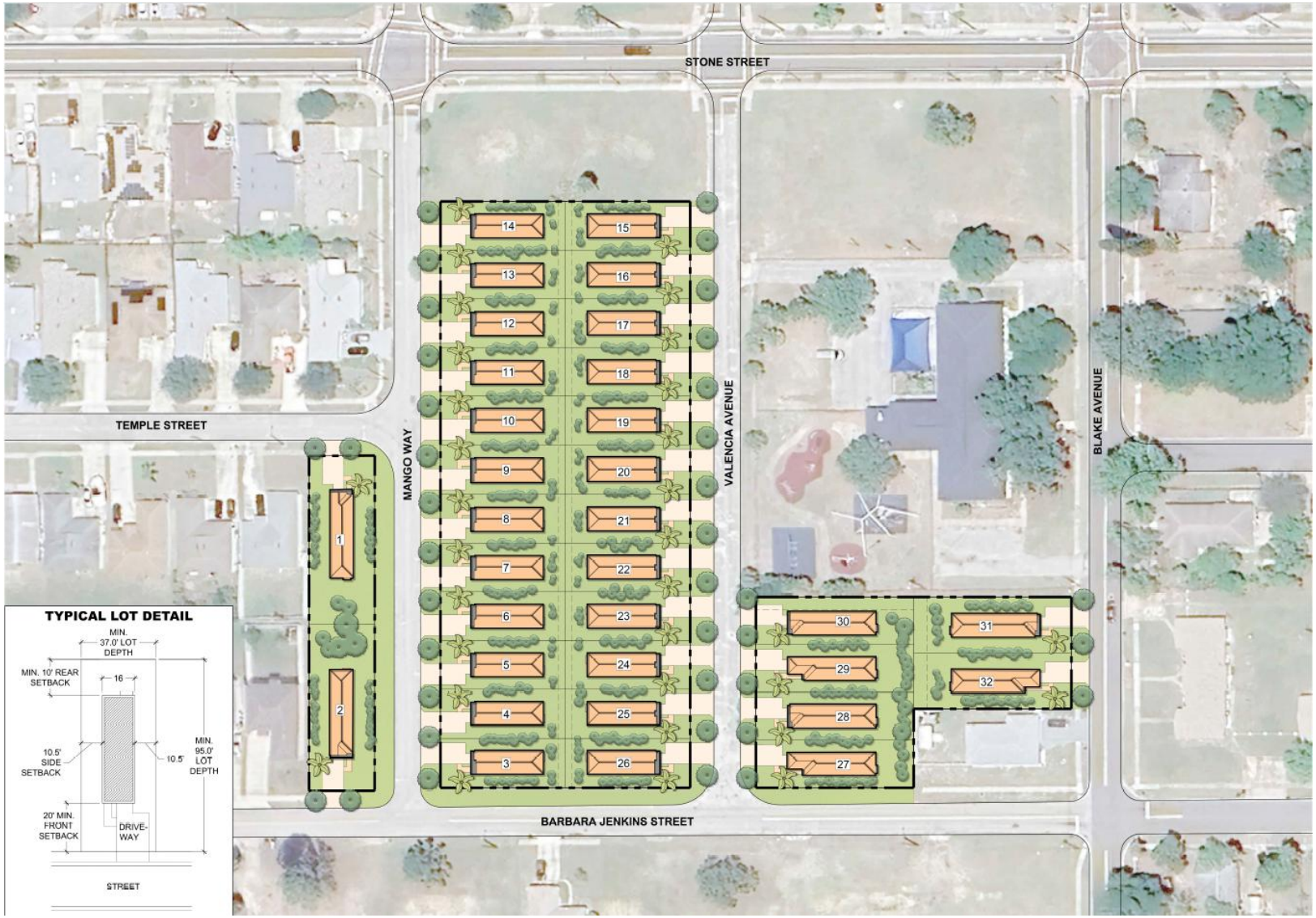

STONE STREET
TEMPLE STREET
MANGO WAY
VALENCIA AVENUE
BLAKE AVENUE
BARBARA JENKINS STREET
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
TYPICAL LOT DETAIL
MIN. 37.0' LOT DEPTH
MIN. 10' REAR SETBACK
16
10.5' SIDE SETBACK
10.5'
MIN. 95.0' LOT DEPTH
20' MIN. FRONT 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

Boynton Beach CRA

ITN for the Development of Workforce Infill Housing

Boynton Beach, FL
2/10/2026

LENNAR

LENNAR OVERVIEW

Experience & Leadership

- One of the nation's leading homebuilders with 70-year track record of delivering high quality homes
- Public ally traded company listed on NYSE for 50+ years
- United and experienced management team with an average tenure of 30+ years

In the Community

- Each homebuilding division supports local communities with various "Focused Acts of Caring" throughout the year
- Builds mortgage-free homes nationwide for wounded veterans
- Committed to delivering affordable, attainable homes

Diversified Services

- Industry leading homebuilder, land developer, mortgage originator (residential and commercial), title insurer, technology investor and partner

Financial Strength & Stability

Balance Sheet (As of 11/30/25)

- Total Revenues: $34.2B
- Net Earnings: $2.1B
- $3.8B of cash and cash equivalents

LENNAR

PALM ATLANTIC OVERVIEW

- The City is located within Lennar's Palm Atlantic Division, spanning from Palm Beach to Brevard County.
- Division is experienced in acquisitions, entitlement, and development of master-planned, mixed-product communities such Whitmore Estates, Delray Trails, and Arden.
- Workforce Housing Community under construction in Cocoa, FL.

LENNAR





COCOA, FL HIGHLIGHT

- 32 Homes Under Constructions (Previously 17 Parcels)
- Lennar is the sole builder in the community, responsible for securing all entitlements and completing the site development.
- Homes in the Michael C. Blake Subdivision are currently under construction, and as part of Lennar's ongoing relationship with the City of Cocoa, the company is contributing funds to improve the neighborhood park.

Our Proposal



LENNAR®

LENNAR







Parcel Maps

LENNAR

PROPOSED DEVELOPMENT

- Purchase Price: $350,000
- Lennar proposes subdividing 2 of the 5 parcels that make up the Subject Property for a total of 7 homesites.
- Closing to occur upon homesite split but no later than 6 months after the expiration of Investigation Period (60 - 90 days).
- Lennar will self-finance all costs associated with the development including closing, construction costs and permit fees
- Each of these homesites will accommodate a 30' wide home at 1,504 square feet (A/C).
- Proposed Floorplan
  - 1,504 SF · 3 Bedrooms · 2 Bathrooms · 2 Car Garage
  - Multiple exterior elevations
  - Homes will include energy efficient appliances including Refrigerator, Washer and Dryer, Impact Windows, and Paver Driveways
- All homes expected to have Certificate of Occupancy within 12 months following Purchase and Development Agreement Execution.

LENNAR

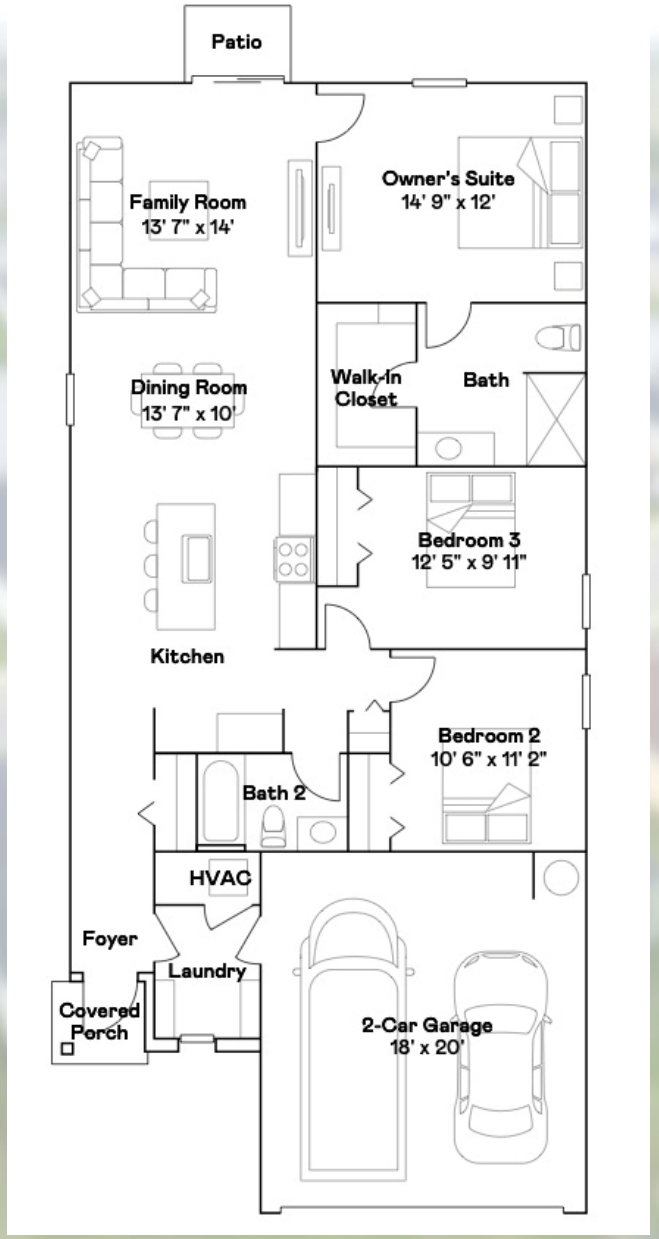
HOME ELEVATIONS





LENNAR

FLOOR PLAN



LENNAR

HOME INTERIORS



LENNAR

HOME INTERIORS





LENNAR

SALES PRICING

- 1 Home – Low WHP Income Category – 60 – 80%
- 6 Homes – Moderate 1 WHP Income Category - >80 – 100%

- Sales Limits to be updated in July 2026

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*

LENNAR

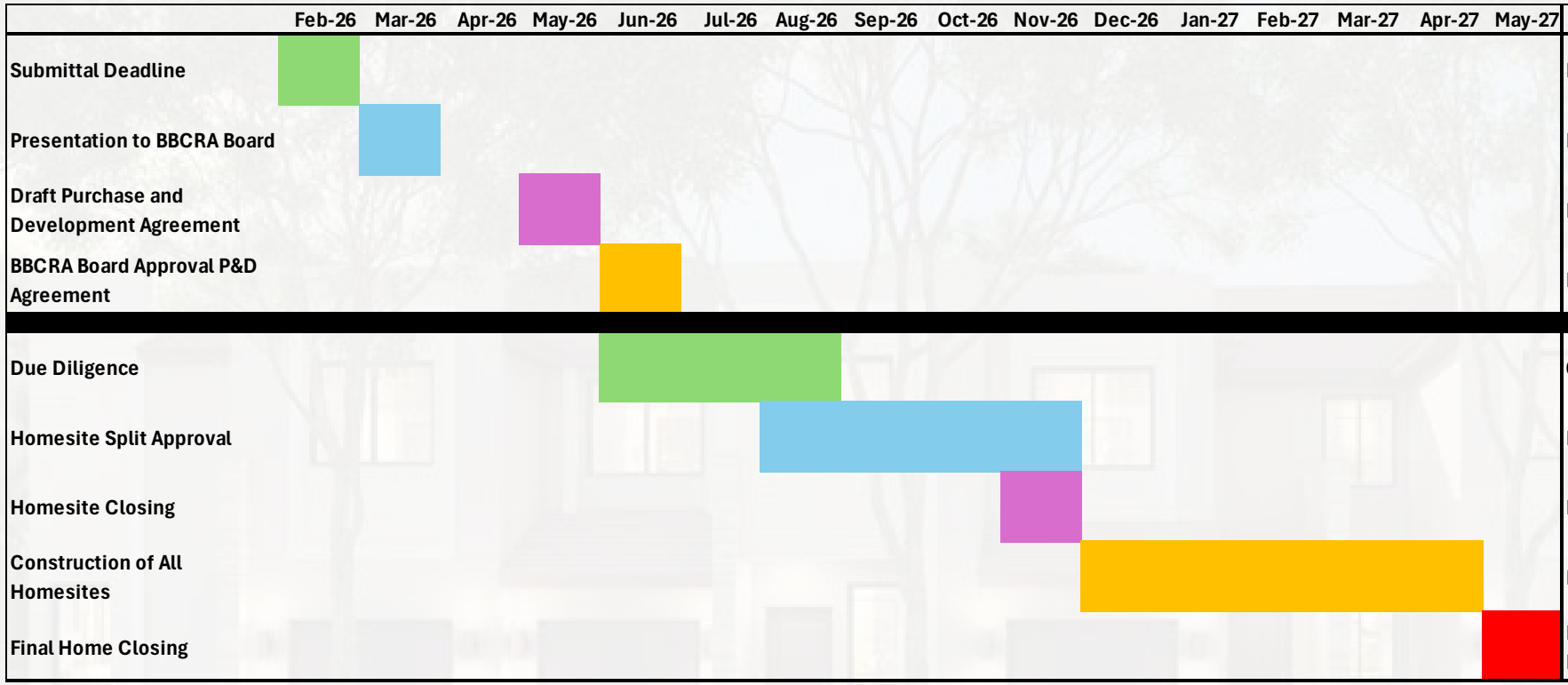
SALES LOTTERY

- The Palm Beach County Workforce Housing Program (WHP) Homebuyer Processing Procedure will be our guide to ensuring an efficient and fair sales process.
- Work with BB CRA and SHIP to prioritize outreach to existing Boynton Beach residents.
- All homes will remain affordable for a period of no less than 15 years with a deed restriction commencing from date of closing.



LENNAR

Anticipated Schedule of Completion



	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)

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Why Lennar

1. We have the financial strength to build without third party involvement

2. We execute & perform

3. We care about the community with our history of giving back



FEBRUARY 10, 2026
INVITATION TO NEGOIATE
DEVELOPMENT OF AFFORDABLE/WORKFORCE HOUSING
SUFFICIENCY CHECKLIST

ITEM	PARAGRAPH 10	Column1
10.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	Yes
10.b.	Provide a general written statement describing the qualifications and background of the Proposer including any financial (including equity) partner.	Yes
10.c.	Provide a completed Attachment “D”, Proposer(s) Information	Yes
10.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	Yes
10.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	Yes
10.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.	Only provided four "projects" but projects totaled just over 800 homes; Affordable Housing community in City of Cocoa currently under construction
10.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. 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.”	Yes
10.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	Provided a written statement- not formal proof of financing however it is available upon request
10.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	No bankruptcies
10.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	Yes, LOI states purchase price of $350,000 for the five lots
10.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).	No credit check authorization form for proposer but did provide one for the business credit check.
10.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	Provided a legal disclaimer.
10.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.).	Yes
10.n.	An acknowledgement letter attesting that the Proposer has read and understands all procedures and requirements of this ITN (see Attachment “H,” Acknowledgement Letter).	Yes
10.o.	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)	Provided but not signed by City Staff

INVITATION TO NEGOIATE
DEVELOPMENT OF AFFORDABLE/WORKFORCE HOUSING
SUFFICIENCY CHECKLIST

ITEM	PARAGRAPH 10	Column1
10.o.	Attachment I - Addenda Acknowledgement	Yes
10.o.	Attachment J - Public Entity Crimes Statement	Yes
10.o.	Attachment K - Certification of Drug Free Workplace Program	Yes
10.o.	Attachment L - Authorization for Release of Information	Yes
10.o.	Attachment M - Certification of Non-Scrutinized Company	Yes
10.o.	Attachment N - Anti-Human Trafficking Affidavit	Yes
	Submission Date/Time Deadline	2/10/26 at 1:25 PM
	Sealed Box/Envelope	Yes
	Clearly marked on Sealed Box/Envelope	Yes
	One Bound Original w/ Title Page listing name of RFP/RFQ and Proposer's name	Yes
	One Unbound Clipped Copy	Yes
	One Digital Copy on Thumb Drive	Yes

Reviewer Names:	Chris Brown; CRA Executive Director Tim Tack; CRA Assistant Director Theresa Utterback; CRA Development Services Manager Bonnie Nicklien; CRA Grants & Project Manager Anthony Ruggiero; City Project Manager Michael Baluyot; City Deputy Director, Building
Date:	2/20/2026

Invitation to Negotiate for the Development of Affordable/Workforce Infill Housing
March 25, 2026 Kick-Off Meeting
10 AM
Conference RM 440
Lennar Homes LLC/BBCRA

Meeting Attendees:

- Chris Brown
- Tim Tack
- Bonnie Nicklien
- Theresa Utterback
- Sam Goldberg
- Rafael Nelson
- Anna Meyers
- Nicholas Pagano

Discussion Items:

1. Does Lennar offer different models and within those models different styles?
    a. Lennar will speak with their architectural team regarding any architectural styles that could be provided as options. Ideally, CRA would like to provide 3 styles to the Board
2. Would Lennar consider covered lanais and/or front porches?
    a. Lennar will look at this request internally and circle back with us
3. Recommend swapping paver driveways with concrete driveways – use any cost savings on other façade elements of the home.
    a. Lennar can accommodate the request for concrete driveways vs pavers
4. Would Lennar consider 4 bed/3 bath on Lot 3 if Mod 2 income range to take advantage of oversize lot.
    a. Lennar will look at this request internally and circle back with us
5. What is the landscaping plan? Will they add trees and/or other native drought resistant plants?
    a. Lennar will provide this detail
6. What exterior lighting is included?
    a. Garage sconces are the exterior lights
7. Does Lennar have interest in 419 N. Seacrest? Would Lennar consider two larger homes and/or a unit with an ADU?

a. Lennar will look at this internally and circle back to us. CRA will provide the LOI Policy. Any submission would be due within 30 days of March 13th. Any LOIs received will be placed on the May 13th agenda

8. Does Lennar have any similar models currently under construction nearby that we can tour – closer than Cocoa?
    a. Yes, in Port St. Lucie. CRA will provide availability for a site visit
9. Post construction guarantees - What is the warranty for the homes?
    a. Lennar will provide their standard language

Other items:

1. Lennar to provide an intro to their team for land acquisition, development, marketing and sales
2. CRA to provide the Pulte Purchase and Development Agreement
3. Next Steps for the Infill Lots:
    a. Lennar to provide responses to items discussed in the meeting on 3/25
    b. The negotiated items will be consolidated into a term sheet
    c. If the May 12th CRA Board meeting is the goal, terms would need to be finalized by April 28th .
    d. Once the CRA Board agreed to the final terms, the terms would be incorporated into a Purchase and Development Agreement for their final approval
    e. Please note – prior to disposition of the lots, the CRA will need the City's approval for the lots being sold for less than fair market value

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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



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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!

Palm Atlantic, Florida (2/28/20)
Modification 1

9018181v.2

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.

1-Year Single Family Home Warranty

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

1-Year Single Family Home Warranty

PERFORMANCE STANDARDS: TABLE OF CONTENTS

14 Site Work
14 Landscape
14 Irrigation
14 Fencing
15 Concrete
17 Masonry
20 Carpentry/Framing
22 Interior Trim
23 Thermal and Moisture Protection
24 Siding
27 Roof
30 Doors and Windows
34 Finishes
35 Flooring
38 Paint/Wall Covering
40 Chimney/Fireplace
41 Cabinets and Countertops
43 Appliances
43 Decks
43 Pest Control
43 Pools
43 Plumbing
45 Mechanical
47 Electrical
49 Mechanical Systems
50 Electrical Systems
51 Structural

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

1-Year Single Family Home Warranty

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.

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

AFFORDABLE & WORKFORCE

INFILL HOUSING

May 12, 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

Note: Lennar will subdivide both 135 NE 3rd Avenue and 507 NW 12th Avenue to make a total of seven lots with a minimum width of 50'







TERMS

1. **Purchase Price:** $350,000

2. **Deposit:** $10,000 within 8 days of the Effective Date and an additional $25,000 will be made following expiration of the Investigation Period

3. **Affordability:** 15-year deed restriction; one Belmont home for Low Income; five Belmont homes for Moderate 1; one Columbus home for Moderate 2

4. **Development Timeline:** Certificate of Occupancy on all seven homes within seven months of City Building Permit Issuance

5. **Sale of Homes:** Mirror Palm Beach County Workforce Housing Program on a lottery-based selection process

6. **Optional:** Lennar can build 6-ft PVC privacy fencing for all homes. Lennar is requesting a $6,000 purchase credit per home if selected



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 561-233-536[illegible]

BELMONT



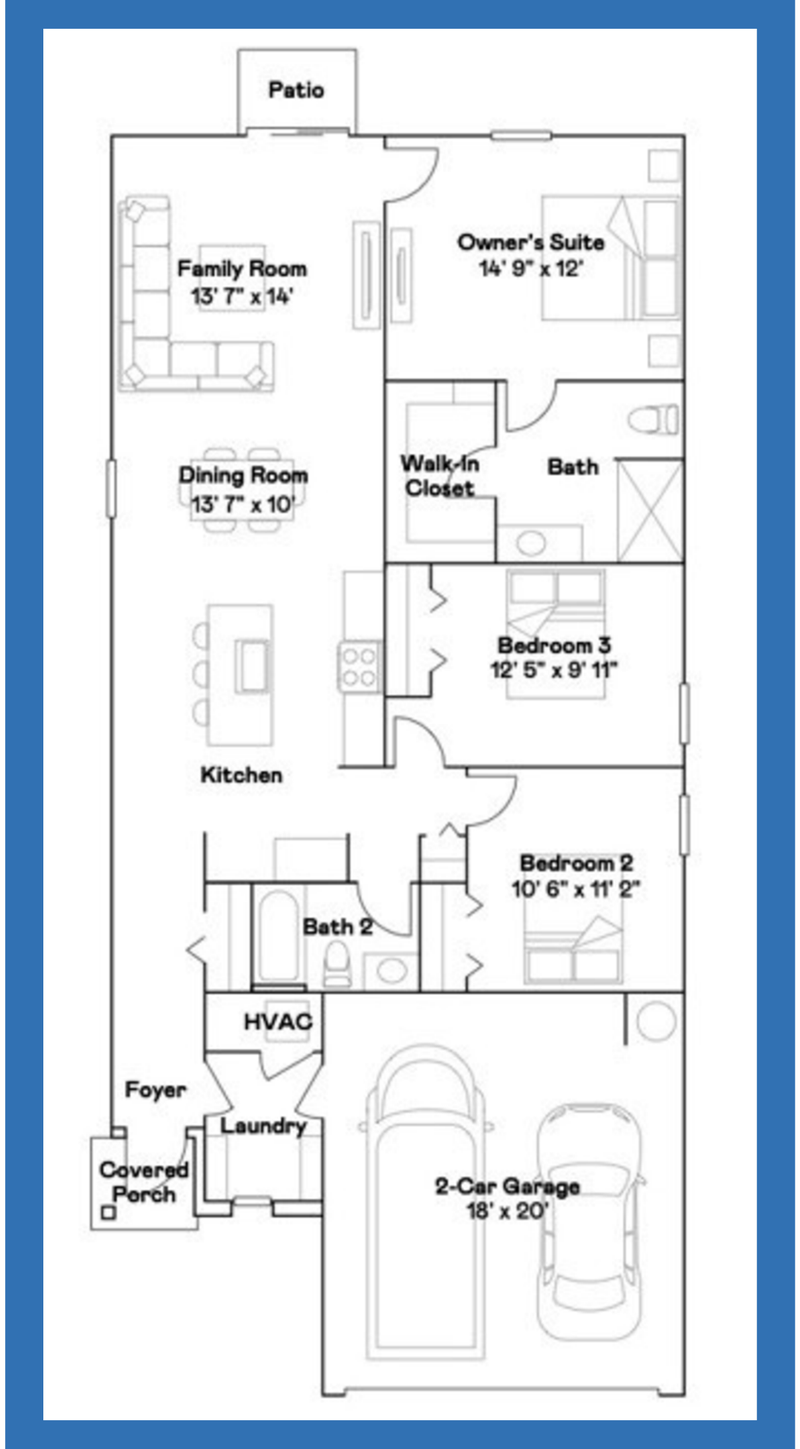




OPTION A

OPTION B

OPTION C



BELMONT FLOOR PLAN

Features:

- 1,504 square feet
- 1-story
- 3 bed
- 2 bath
- 2-car garage
- Appliances
- Impact Windows
- Covered Lanai

COLUMBUS







OPTION A

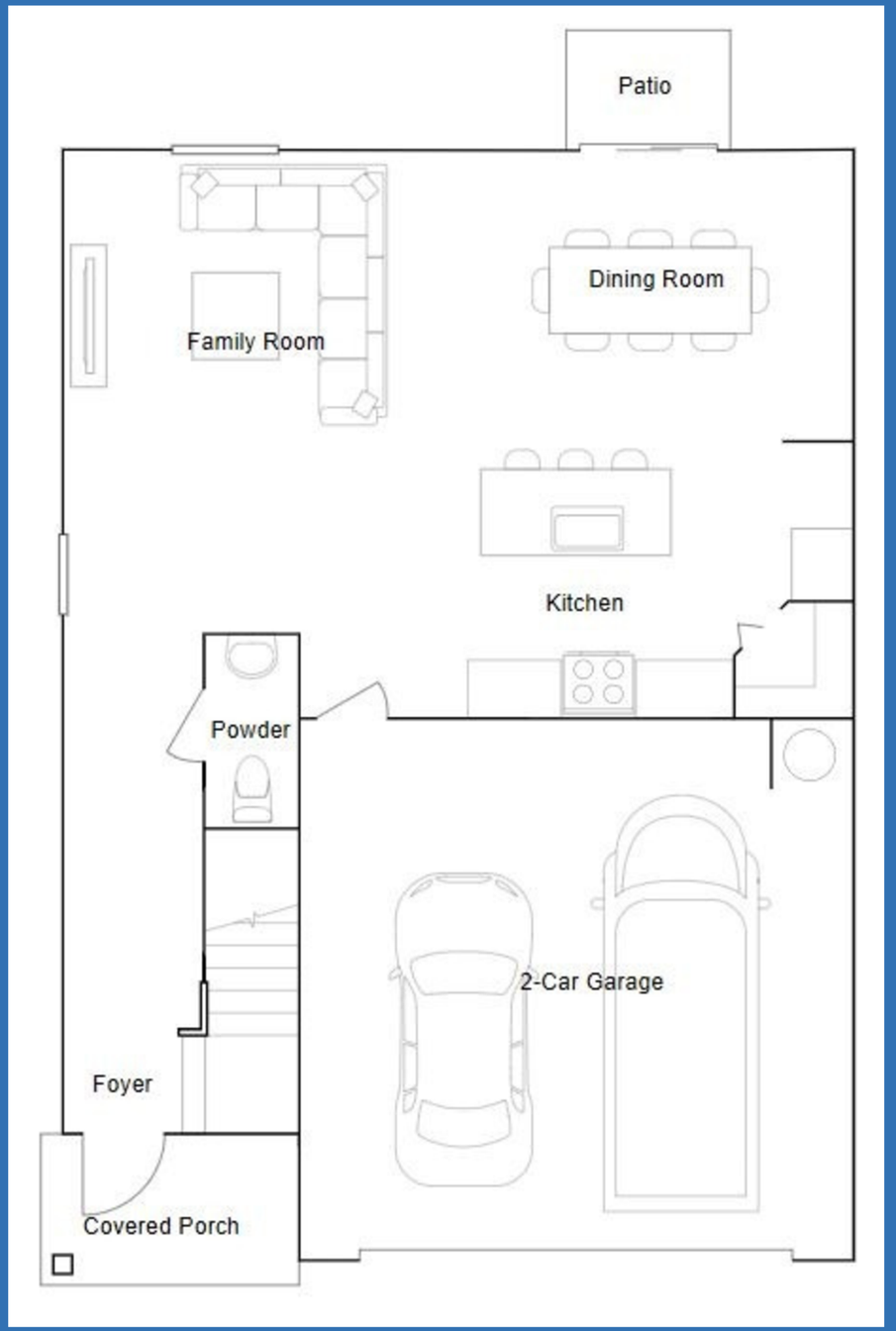
OPTION B

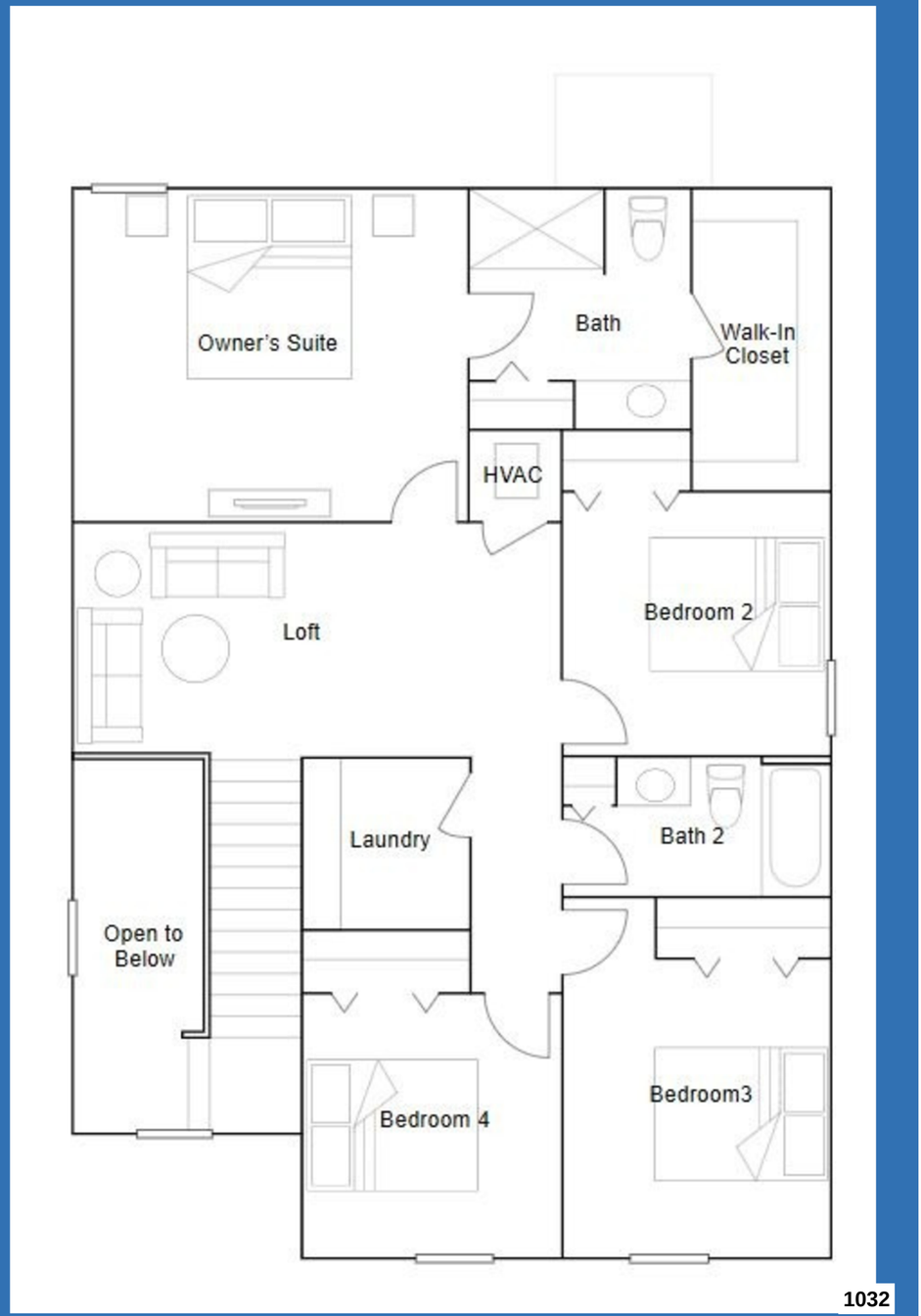
OPTION C

COLUMBUS FLOOR PLAN

Features:

- 1,874 square feet
- 2-story
- 4 bed
- 2.5 bath
- 2-car garage
- Appliances
- Impact Windows
- Covered Lanai





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NEXT STEPS

- Finalize Terms
- Draft Purchase and Development Agreement at the June CRA Board Meeting for Approval



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

OLD BUSINESS

AGENDA ITEM 14.C

SUBJECT:
Consideration of the Amendment No. 2 to the Agreement for On-Demand Transportation Service with Circuit Transit Inc.

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 Attachment I). 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. 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.

On March 23, 2024, at the CRA's Spring Market event, the rideshare service launched as the Coastal Cruiser.

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. Attachment II 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.

On February 10, 2026, the CRA Board exercised 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 III is the Notice of Renewal.

On April 24, 2026, CRA staff received a letter from Circuit requesting a cost increase per Section 4 of the Agreement. Circuit is requesting a 5% price adjustment. This is the first price increase since service launched in 2024 (see Attachment IV). CRA legal has prepared Amendment No. 2 which summarizes the request (see Attachment V).

If approved, the hourly operation cost increases from $34.97/hr to $36.02 for the GEM vehicles and from $38.27/hr to $39.42/hr for the sedans. The current CRA budget can accommodate the increase without any budget adjustments.

Staff, legal counsel and a representative from Circuit will be in attendance to answer any questions.

FISCAL IMPACT:
FY 2025-2026 Budget, Project Fund, Line Item 02-58500-470, $450,000 for Circuit Contract

CRA BOARD OPTIONS:
1. Approve the Renewal Letter to Amendment No. 2 to the Agreement for On-Demand Transportations Service with Circuit Transit Inc.
2. Do not approve the Renewal Letter to Amendment No. 2 to the Agreement for On-Demand Transportations Service with Circuit Transit Inc.
3. Other options as determined by the Board.

ATTACHMENTS:

Description

- Attachment I - Fully Executed Agreement with Circuit Inc.
- Attachment II - Amendment No. 1
- Attachment III - 2026 Renewal Letter
- Attachment IV - April 24, 2026 Circuit Letter
- Attachment V - Amendment No. 2

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.

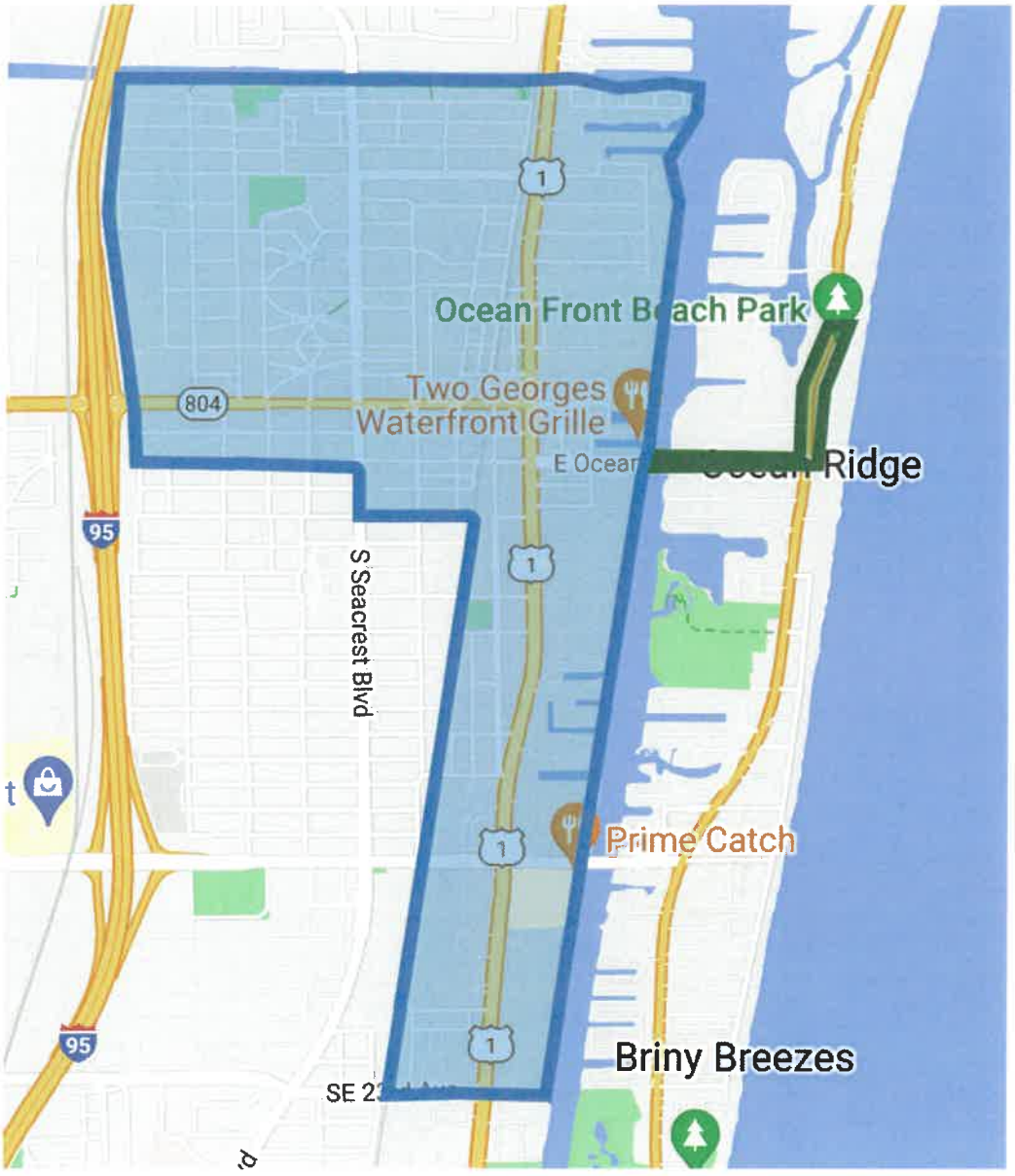
ii. For rides that begin or terminate in Zone 2: $2:00 for each rider. If the rider is part of a group, $2.00 for the initial rider and $1.00 for each additional rider within the group.

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

12

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

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.

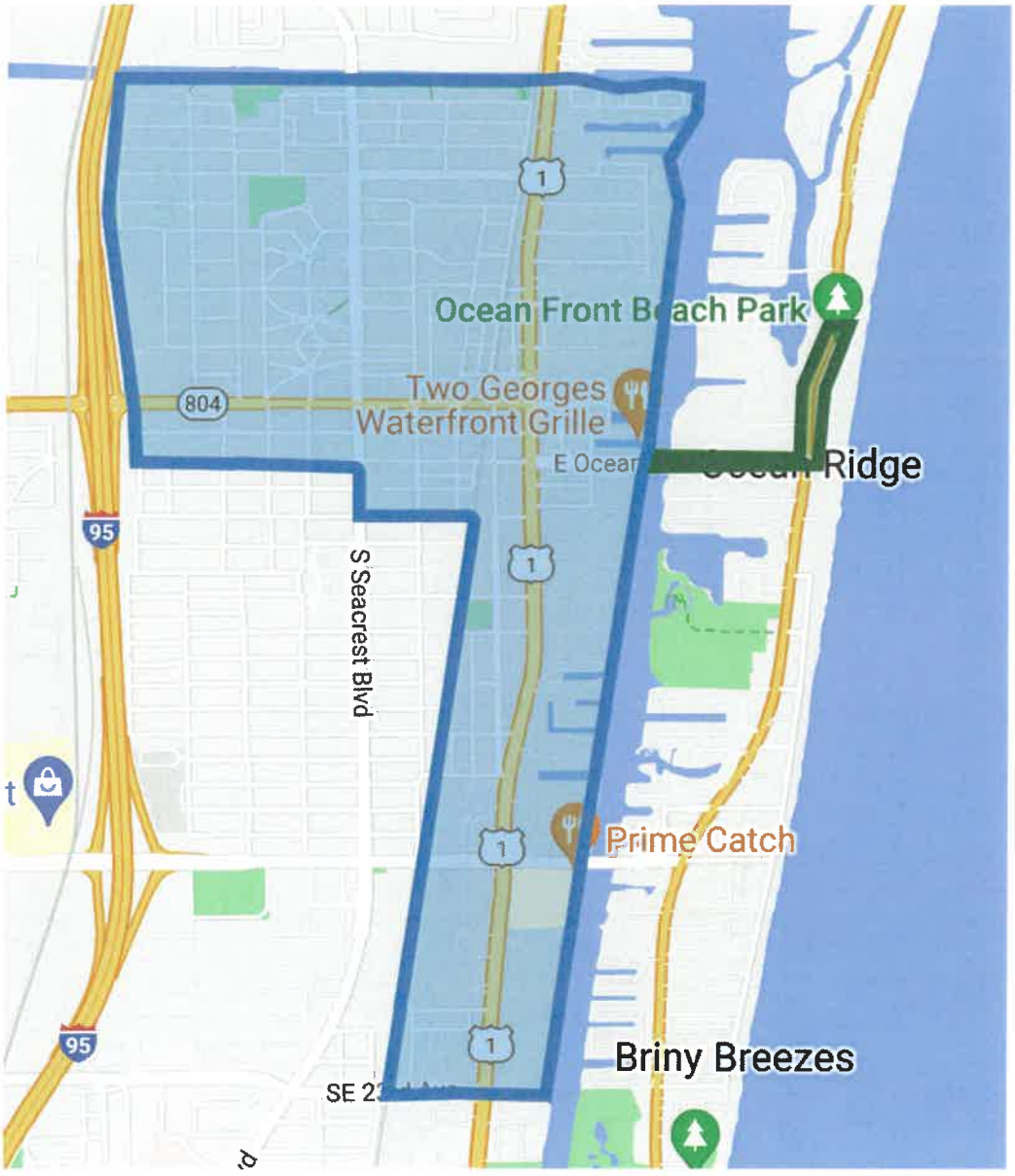
ii. For rides that begin or terminate in Zone 2: $2:00 for each rider. If the rider is part of a group, $2.00 for the initial rider and $1.00 for each additional rider within the group.

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

12

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

TABLE OF CONTENTS

I. SUMMARY .....
II. INTRODUCTION .....
III. SPECIAL TERMS AND CONDITIONS .....
IV. SCOPE OF SERVICE .....
V. EVALUATION CRITERIA .....
VI. EVALUATION COMMITTEE .....
VII. GENERAL TERMS AND CONDITIONS .....
VIII. PROPOSAL SUBMISSIONS .....

Attachments:

A - EXHIBIT A - CSP_Routes_and_Schedules

B - Exhibit B-MTZ_Zones

C - Exhibit C-Pricing

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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:

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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,

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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)*

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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)*

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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)*

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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:

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.**

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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;

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

CIRCUIT

B. Table of Contents

A. Title Page **1**
A.1 - Cover Letter 2

B. Table of Contents **4**
B1. Approach and Methodology 7
B1.1 Service Planning, Research and Analysis 7
B1.1.1 Existing Services in Hollywood and South Florida 8
B1.1.2 Local Research, Current Hollywood Sun Shuttle, and Discovery 10
B1.2 Our Project Plan 15
B1.2.1 Proposed Operating Plan: 16
B1.2.2 Alternate Options for On-Demand Services 21
B1.2.3 Alternate Operating Plan A: 21
B1.2.3 Alternate Operating Plan B 22
B1.2.4 Alternate Operating Plan C: 23
B1.2.2 Drivers 25
B1.2.3 Technology 26
B1.2.4 Timeline 27
B1.2.4 Project Team and Organizational Chart 27
B2. Environmental & Sustainability Benefits 29
B3. Vendor / Contractor Capabilities 30
B3.1 Background on Circuit 30
B3.2 General Company Information - CONFIDENTIAL 31
B3.3 Financial Capabilities - CONFIDENTIAL 34
B3.4 Revenue and Funding Capabilities 34
B3.4.1 Advertising Capabilities 34
B3.4.2 Fare Revenue Capabilities - CONFIDENTIAL 35
B3.4.3 Grant Sourcing Capabilities 36
B3.5 Technological Capabilities - CONFIDENTIAL 36
B3.5.1 Ride Request App 37
B3.5.2 Driver App Capabilities 38
B3.5.3 On Demand Coverage Zones and the Smart Stop Approach 39
B3.5.4 Using Data to Steer Service Operations 39
B3.6 Vehicle Capabilities 40
B3.7.1 Vehicle Maintenance Capabilities 42
B3.7 Driver Capabilities 43

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

B3.7.1 Driver Model 43
B3.8 Customer Service Capabilities 45
B4. Driver's Qualifications 46
B4.2. Training 47
B4.2.1 Certifications 48
B4.2.2 Drug Testing and Hiring Standard 48
B5. Firm's Qualifications and Experience 48
B5.1 Experience Overview 49
B5.1.1 Experience Overview 49
B5.1.2 Neighborhood Electric Vehicle Operations & Maintenance Experience 49
B5.1.3 Micro-Transit Operations Experience 50
B5.1.4 - Community Engagement Experience 51
B5.2 Project Experience 53
B5.2.1 Past Project Experience- Hollywood Sun Shuttle 53
B5.2.2 Past Project- FRED 54
B5.2.3 Additional Past Project Experience 55
B5.3 References 55
B5.4 Customer Testimonials (Confidential) 56
B6. ADA Compliance 57
B6.1 ADA Compliance Plan 57
B7. Maintenance / Recovery Plan 58
B7.1 Commitment to Avoid Service and Operation Disruptions 58
B7.2 Scenario Response 59
B8. Risk Mitigation 59
B8.1 Emergency Management Plan 59
B8.2 Risk Mitigation Plans 60
B9. Local Vendor Preference 63
B9.1 Local Hollywood Presence 64
B10. Pricing 66
B10.1 Fixed Pricing Rate Proposed Option 66
B10.2 Circuit Alternative Pricing Options - Hollywood RFP 2023 68
B10.3 Unbanked Riders 70

C. Completed Forms and Certifications 71
C1. This Submittal Checklist Confirmation 71
C2. Bid Form (Pricing) - CONFIDENTIAL 72
C3. Vendor Reference Forms 75
C4. Hold Harmless and Indemnity Clause 78
C5. Non-Collusion Statement 79
C6. Sworn Statement...Public Entity Crimes 80

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

C7. Certifications Regarding Debarment 82
C8. Drug-Free Workplace Program 83
C9. Solicitation, Giving, and Acceptance 84
C10. W-9 (Request for Taxpayer Identification) 85
C11. List of subcontractors 86
C12. Certificate(s) of insurance 87
C13. Proof of State of Florida Sunbiz Registration 89

Appendix 91

Appendix 1 - Letters of Support 91
Appendix 1.1 Rider Letter of Support: 91
Appendix 1.2 Letters of Support: 98
Appendix 1.2.1 Water Taxi 98
Appendix 1.2.2 Downtown Development Authority, WPB 99
Appendix 1.2.3 Cityfi 100
Appendix 1.2.4 Billy's Stone Crab 101
Appendix 1.2.5 World Tire Inc. 102
Appendix 1.2.6 Margaritaville 103
Appendix 1.2.7 Le Tub, Tiki Tiki, GG's 104
Appendix 1.2.8 Diplomat Beach Resort (Valet Services) 105
Appendix 2 - Example of Data Report 106
Appendix 2.1 February 2023 Hollywood Data Report 106
Appendix 3 - Case Studies 112
Appendix 3.1 - Hollywood Case Study 112
Appendix 3.2 - Brightline Case Study 115
Appendix 3.3 - San Diego Case Study 118
Appendix 4- Additional Past Project Experience 120
Appendix 4.1 New Rochelle NY 120
Appendix 4.2 Brightline 120
Appendix 4.3. West Palm Beach, FL 121
Appendix 4.4 Pompano Beach, FL 121

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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.

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

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

- 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

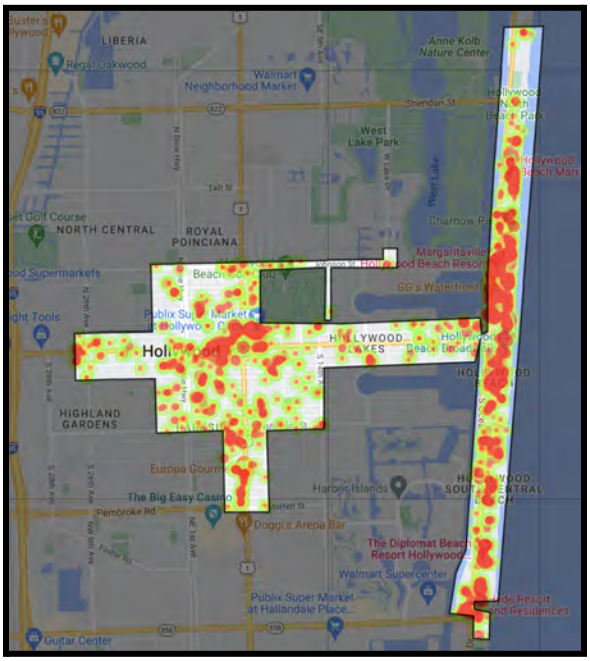
- 2022 Total Ridership in Hollywood 146,710 riders!

Note: These are logged riders and may skew 8-14% below the actual ridership

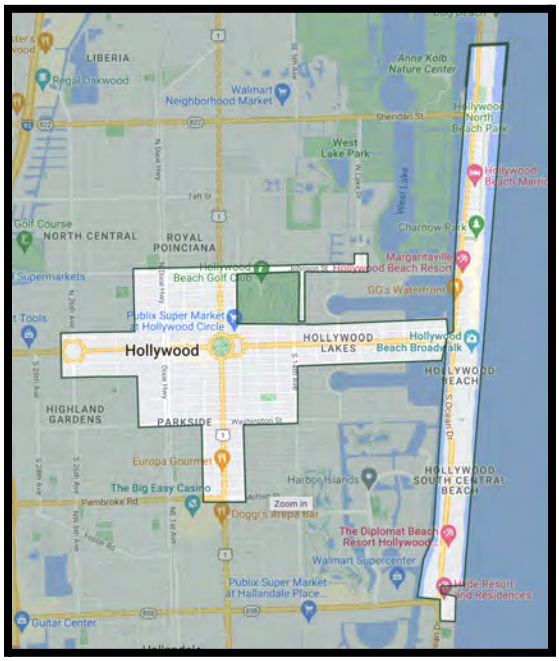
Fare:

- 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

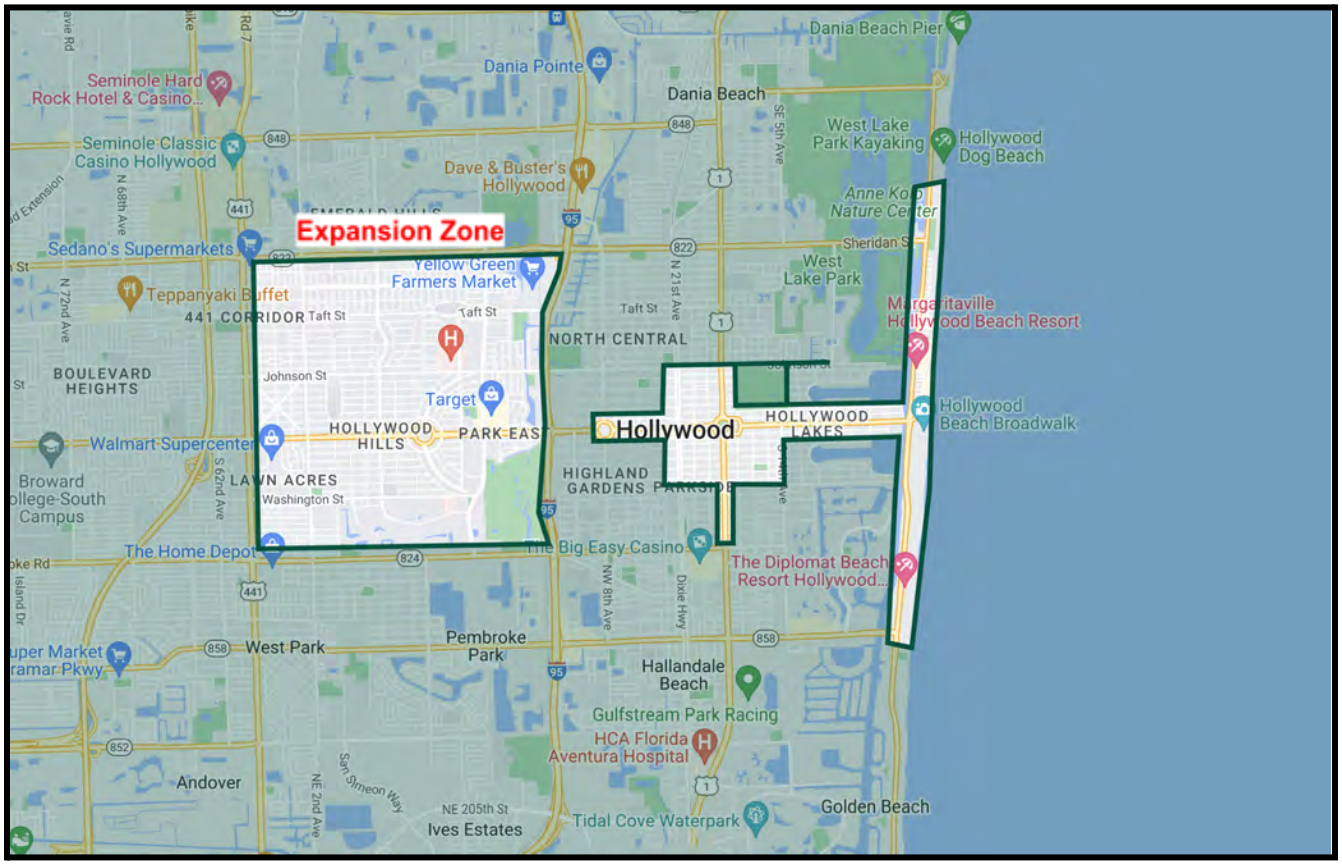


CURRENT GEOFENCED SERVICE AREA
(Western Hollywood Pilot Service Expansion- starting March 13 2023)

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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

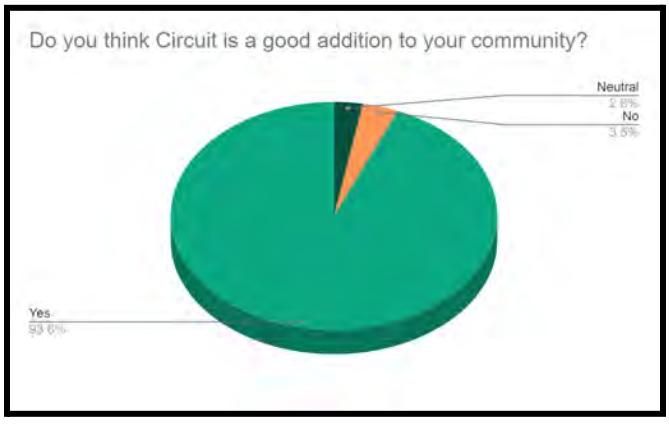
We've received numerous Letters of Support from local businesses which can be seen in *Appendix 1.2*

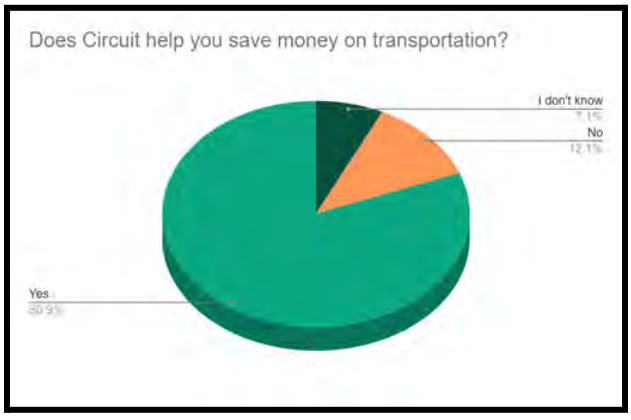
Hollywood Sun Shuttle Rider Survey

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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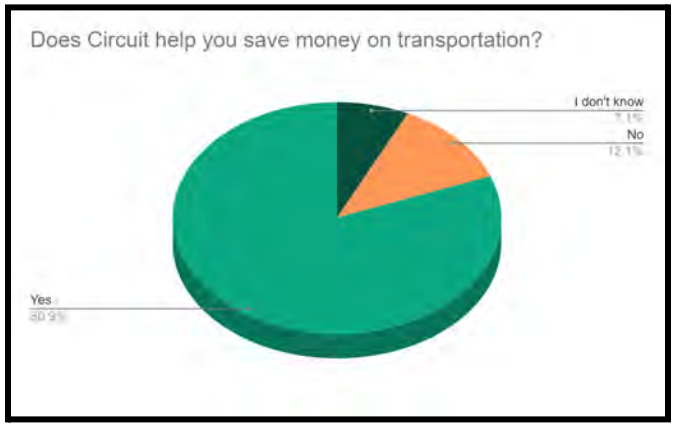
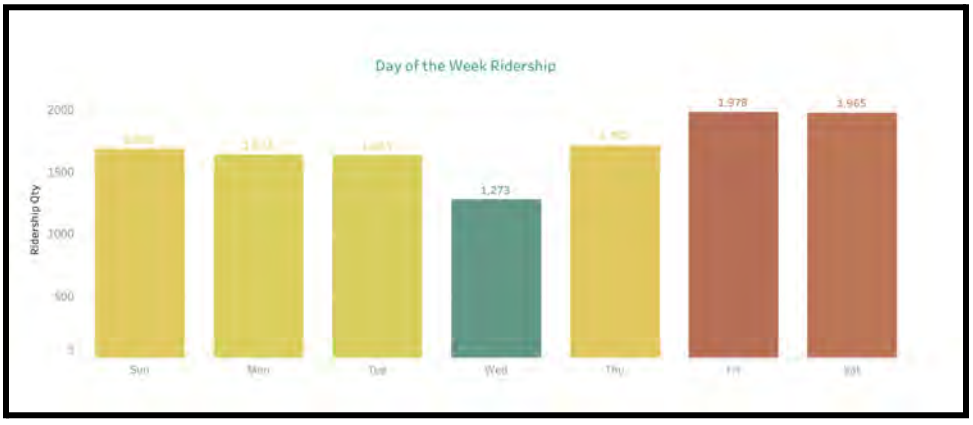


February 2023 Data Analysis from Existing Sun Shuttle and Methodology

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

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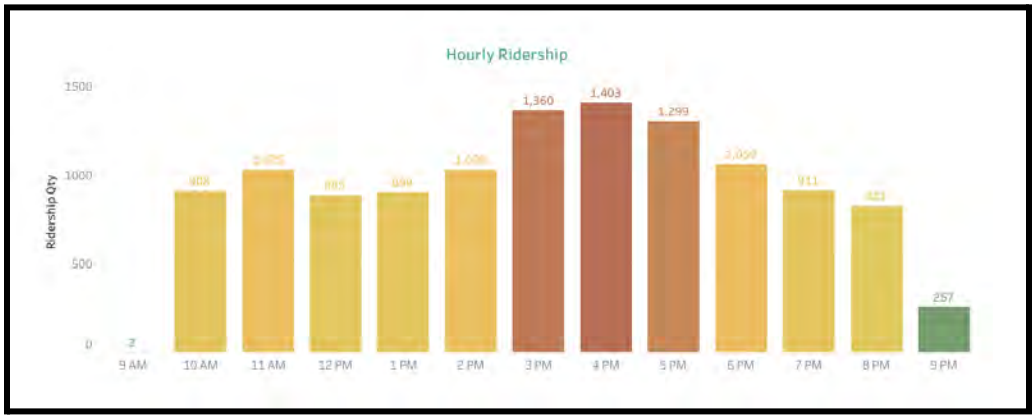
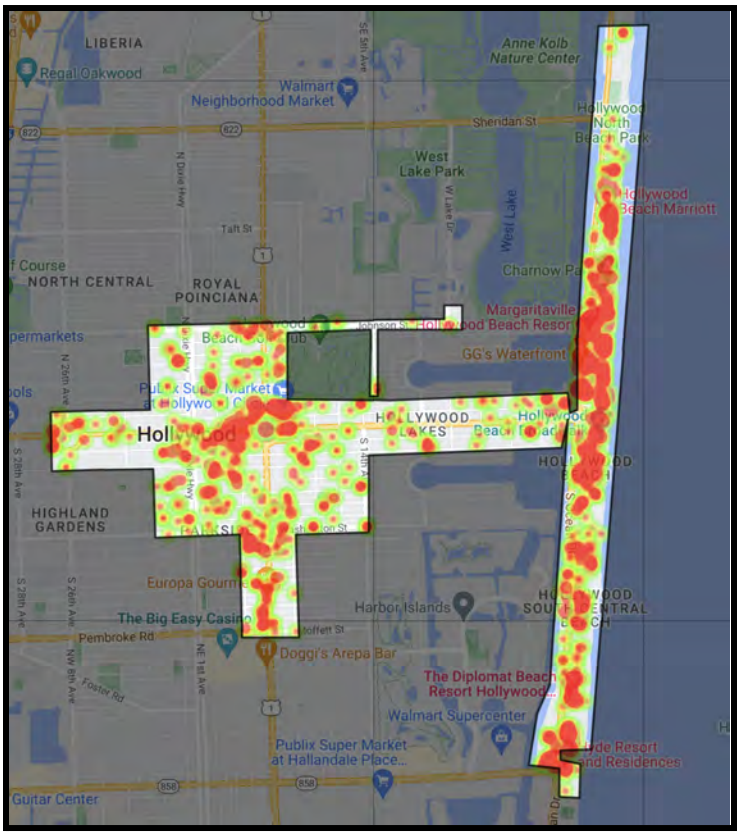


February 2023 Ridership Average Hourly Ridership



February 2023 Heatmap

Top Five Pickup Locations Feb 2023

	Address
1	Margaritaville Hollywood Beach Resort
2	Publix Supermarket at Hollywood Circle

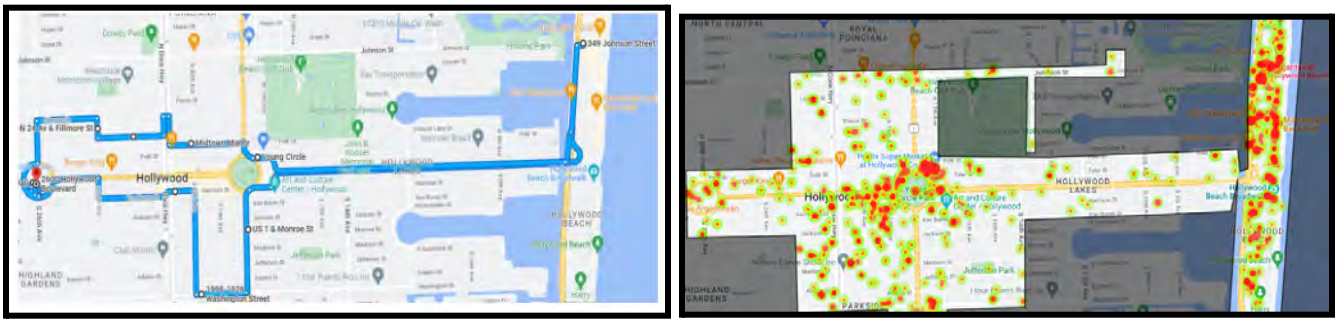
	Address
3	Mobility Hub @ 320 Johnson St. Hollywood FL 33019
4	Beach Pickup @ 1111 N Ocean Dr. Hollywood FL 33019
5	The Diplomat 3555 S Ocean Dr. Hollywood FL 33019

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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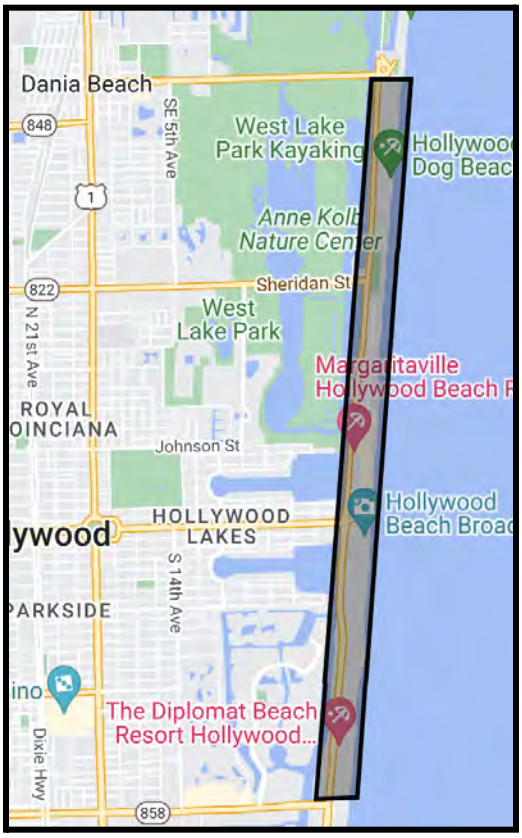
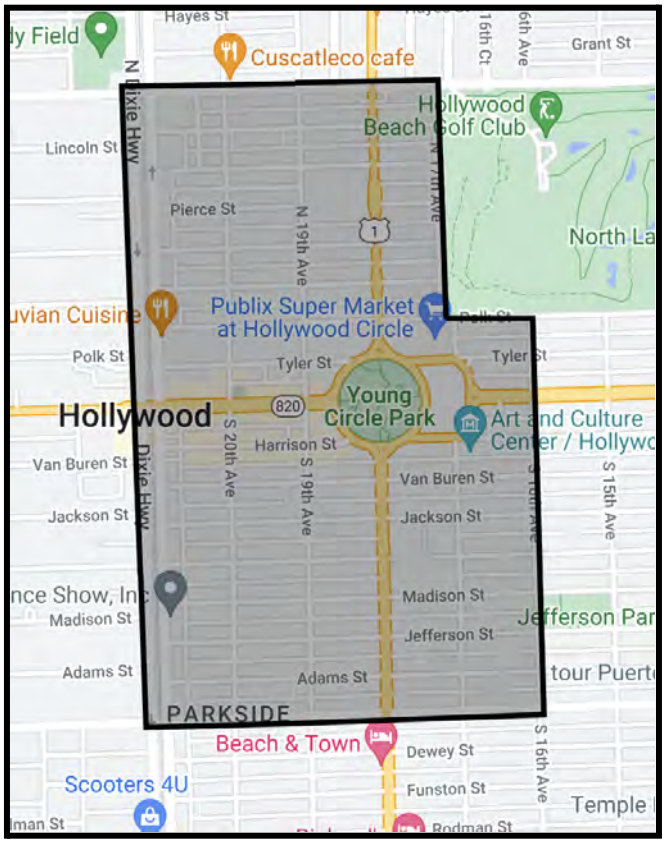
CIRCUIT

Coverage Areas

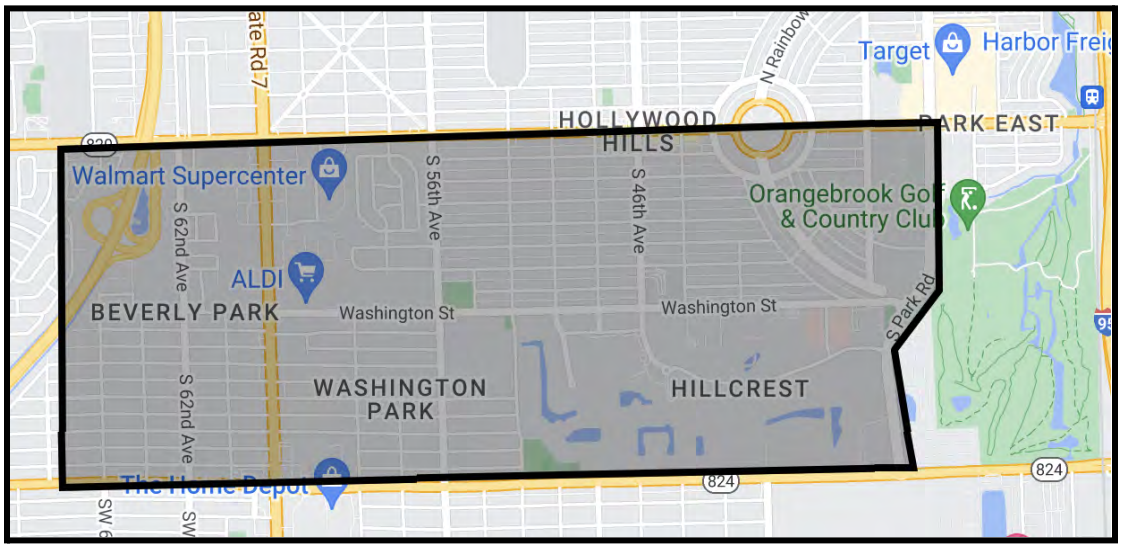
MTZ Zone 1



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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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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CIRCUIT

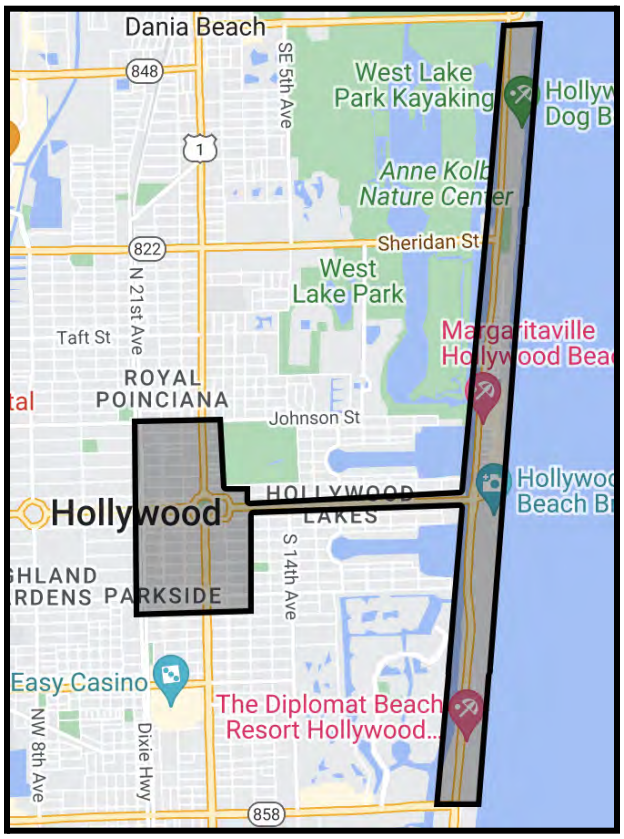
B1.2.2 Alternate Options for On-Demand Services

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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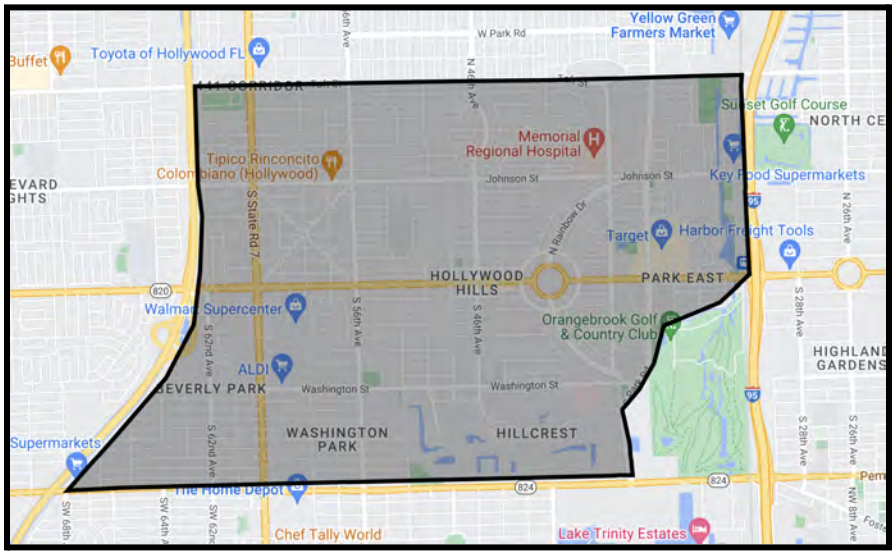

Alternate MTZ-3 service area to include Hollywood Tri-Rail station and the option to extend to Memorial Regional Hospital

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.

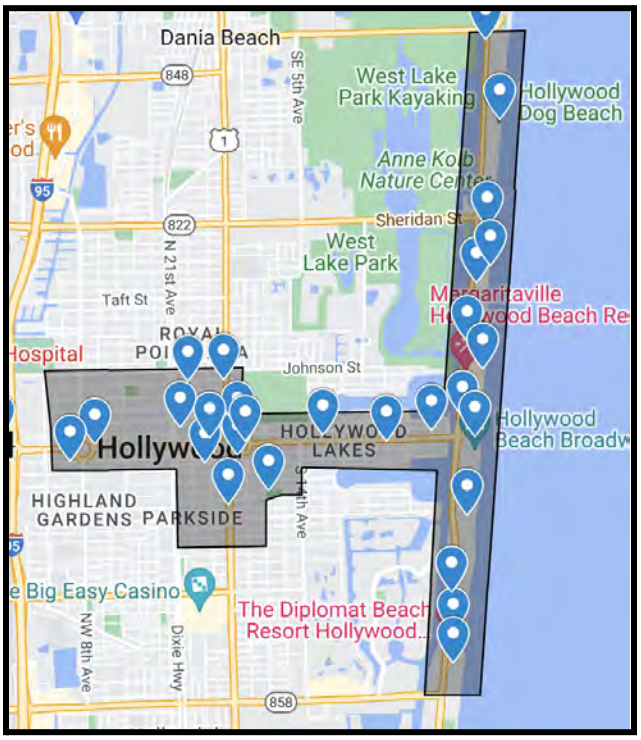
B1.2.4 Alternate Operating Plan C:

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.

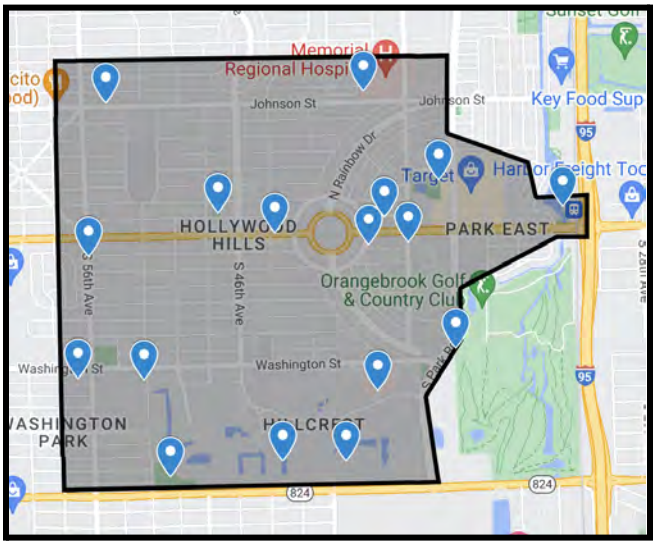
Alternate Option C - Zone Mtz-1 & 2 With Smart Stops*



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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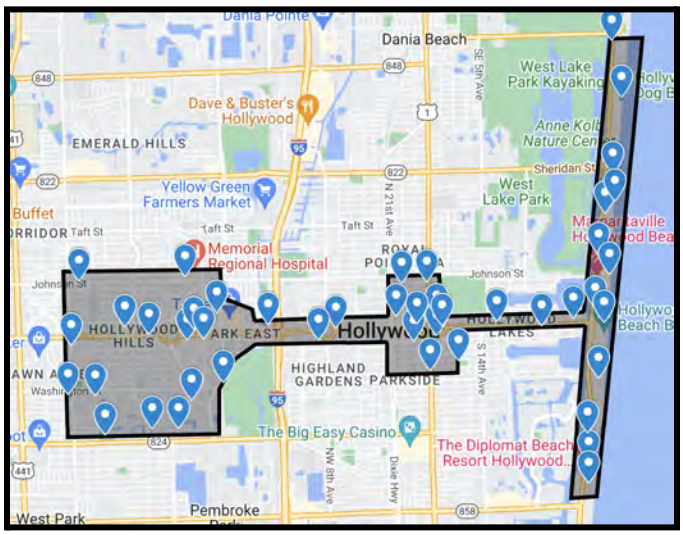
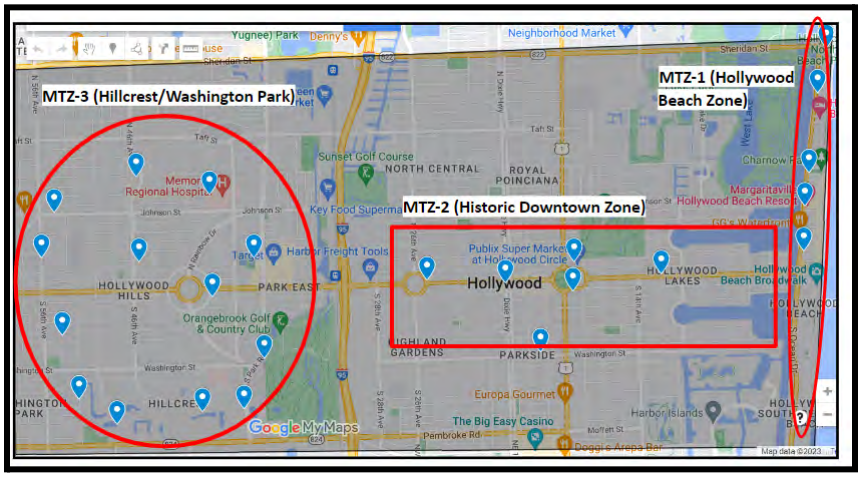




B1.2.2 Drivers

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.

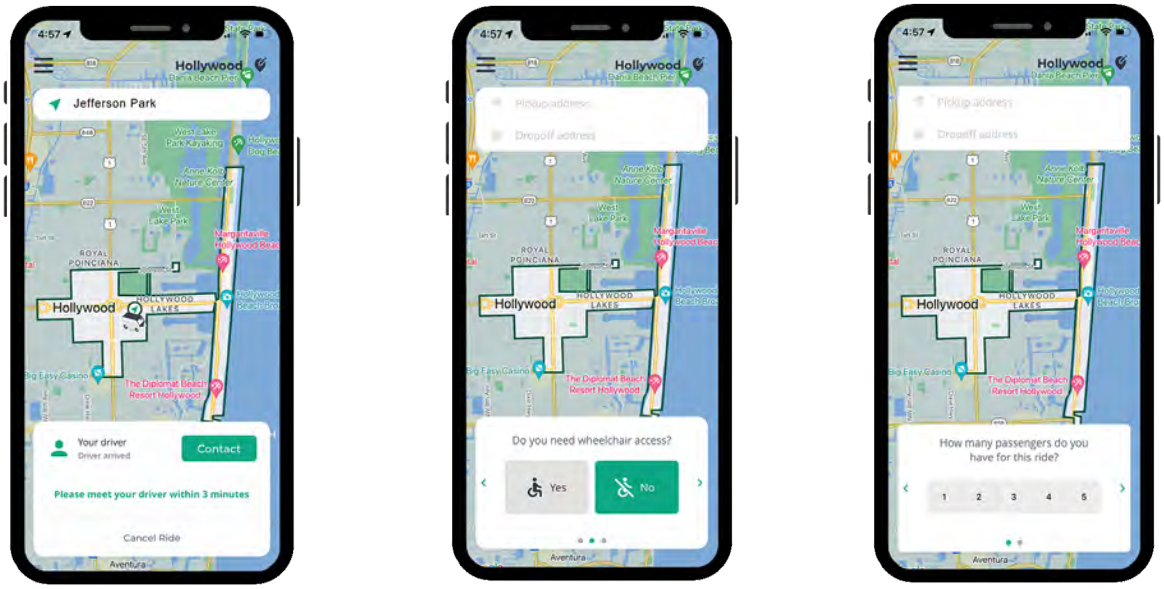
For more details on our driver training, qualifications and certifications, ***please see section B4, below.***



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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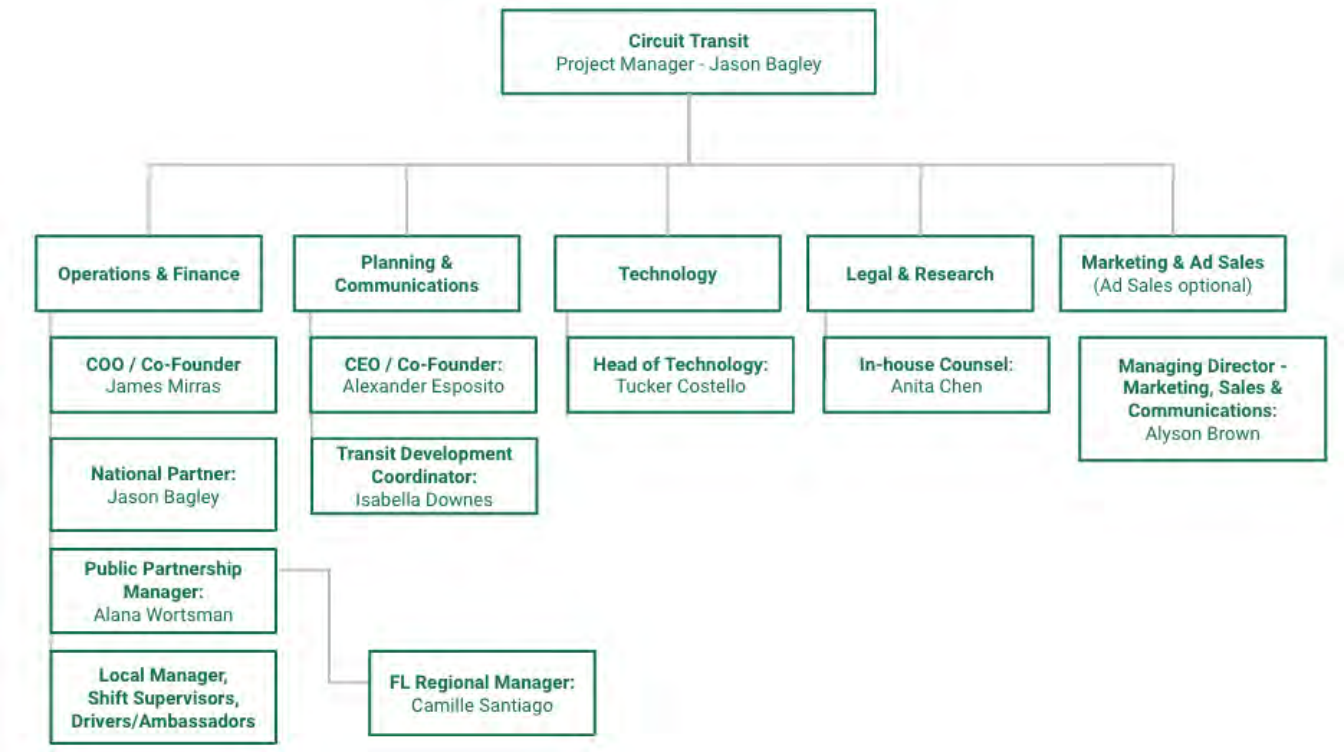
including testing and ongoing support. He works closely with our operations teams to incorporate partner, driver, and rider feedback from our locations to ensure a seamless experience throughout our platform with timely and relevant updates. Tucker holds a BA from Skidmore College. Over a decade of hands-on 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.

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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

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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.

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

CIRCUIT

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.

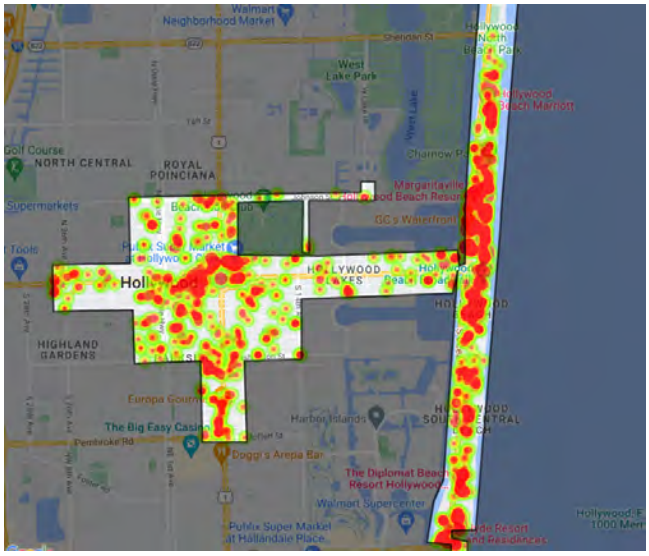
Key Advantages of the App

- 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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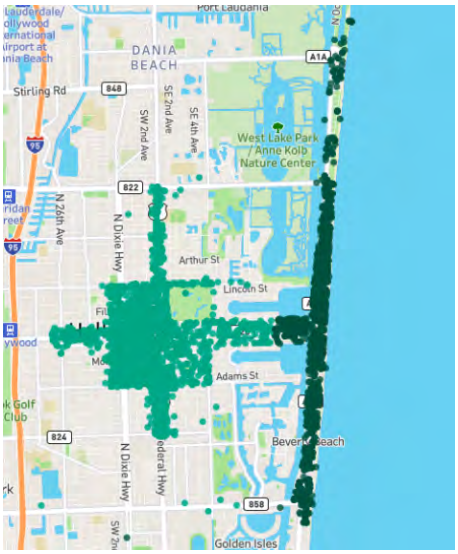
- Size of the Coverage Area
- Hours of Operations
- Marketing to grow ridership
- Input from local stakeholders
- Performance of Comparable Programs
- Other transportation in the area

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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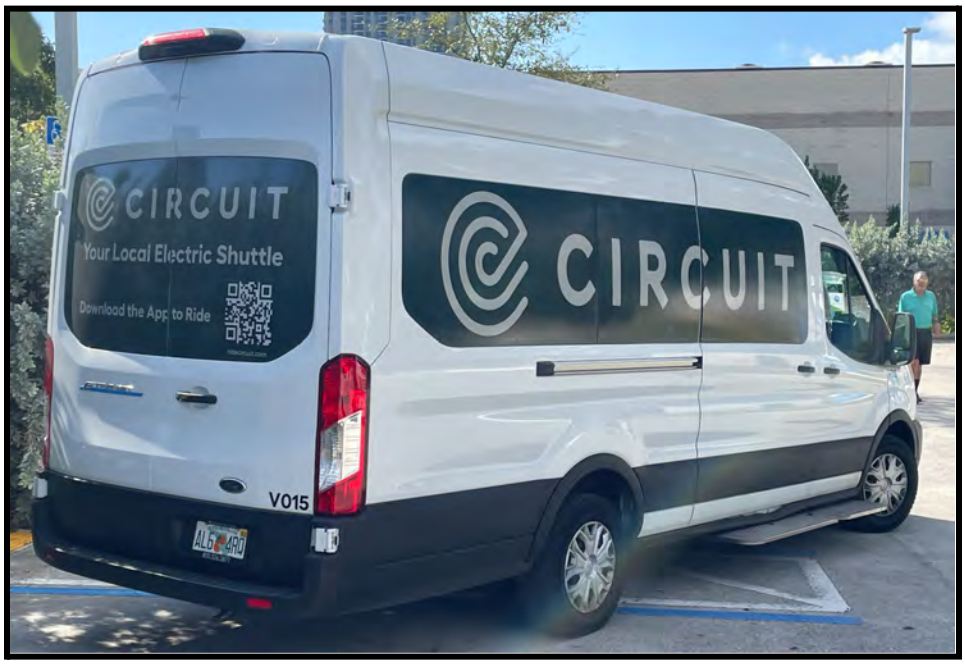
Sea Turtle Nesting Season Artwork on GEM Neighborhood Electric Vehicle

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

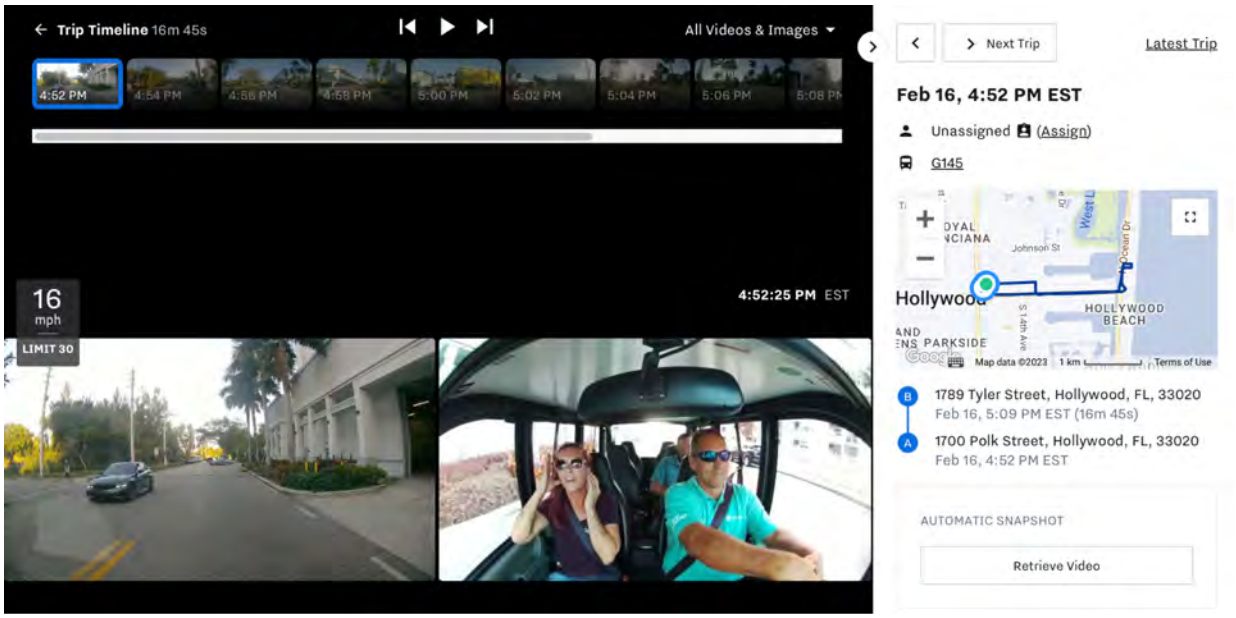
We are able to offer one (1) Ford E-Transit EV Van which offers a full automated lift and the ability to secure wheelchairs within the vehicle, and 8 total seats (as opposed to the usual 12, + driver).

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

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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



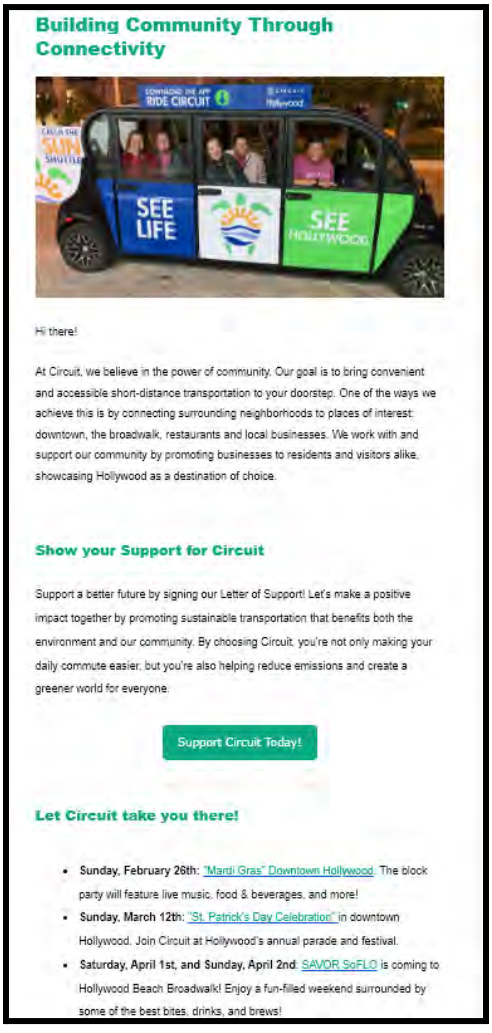
Partnering with Feeding South Florida to assist with Food Deliveries in Hollywood during Covid

[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



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

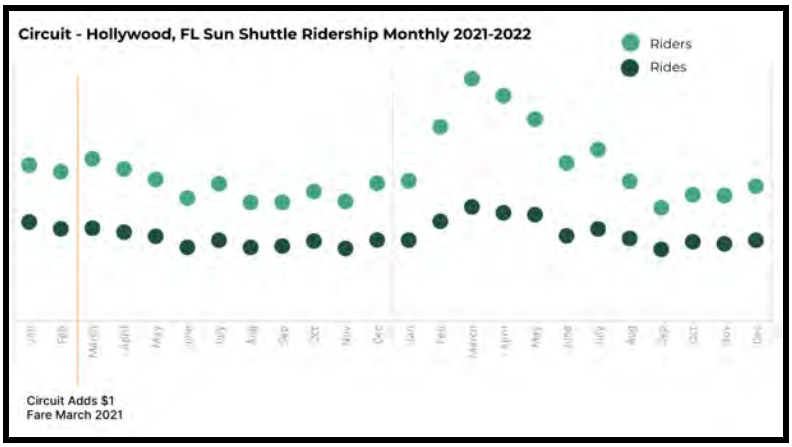
B5.2.1 Past Project Experience- Hollywood Sun Shuttle

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

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.

CIRCUIT

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

CIRCUIT

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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CIRCUIT

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

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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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CIRCUIT

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:	MILOS 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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CIRCUIT

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:	

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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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CIRCUIT

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.

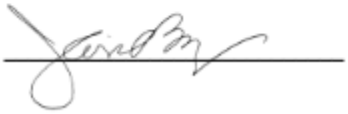
☑ Please confirm

Confirmed by:

Name: **Jason Bagley**

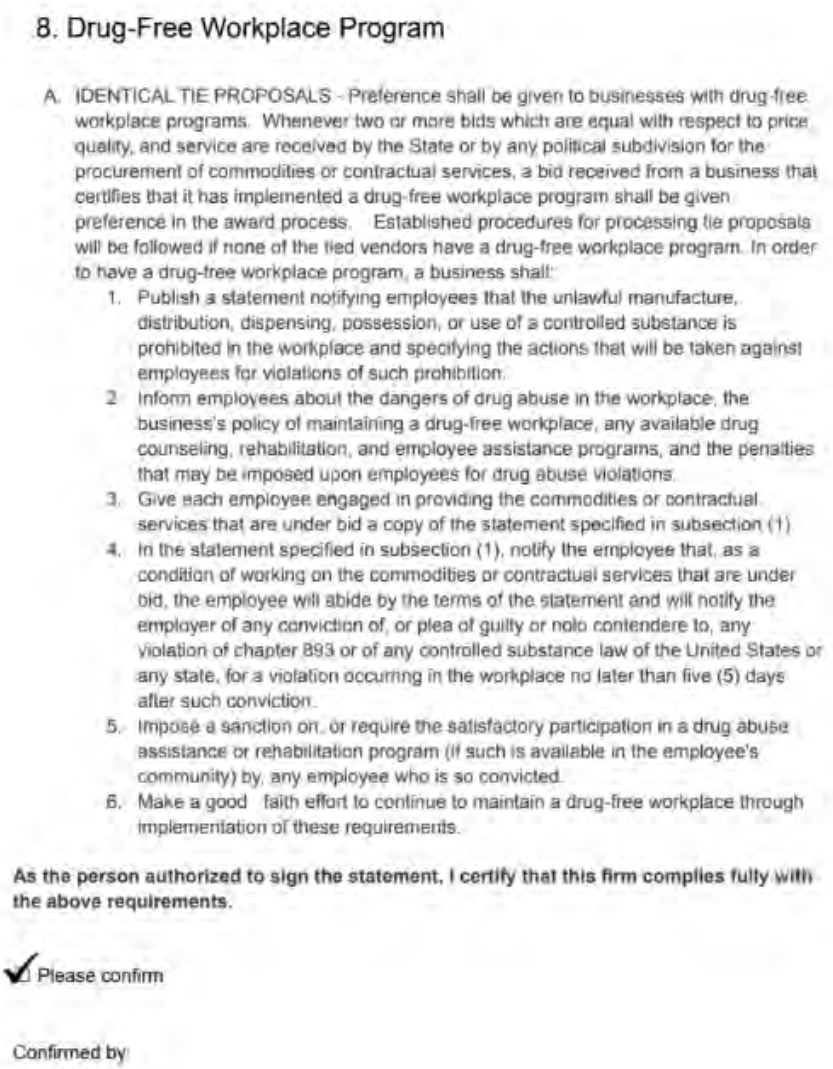
Title: **Partner**

Company: **Circuit Transit, Inc**

Signature: 

*Response required

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.

CIRCUIT

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 ▶ [signature] 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 Insurance Office of America, Inc.	NAMED INSURED 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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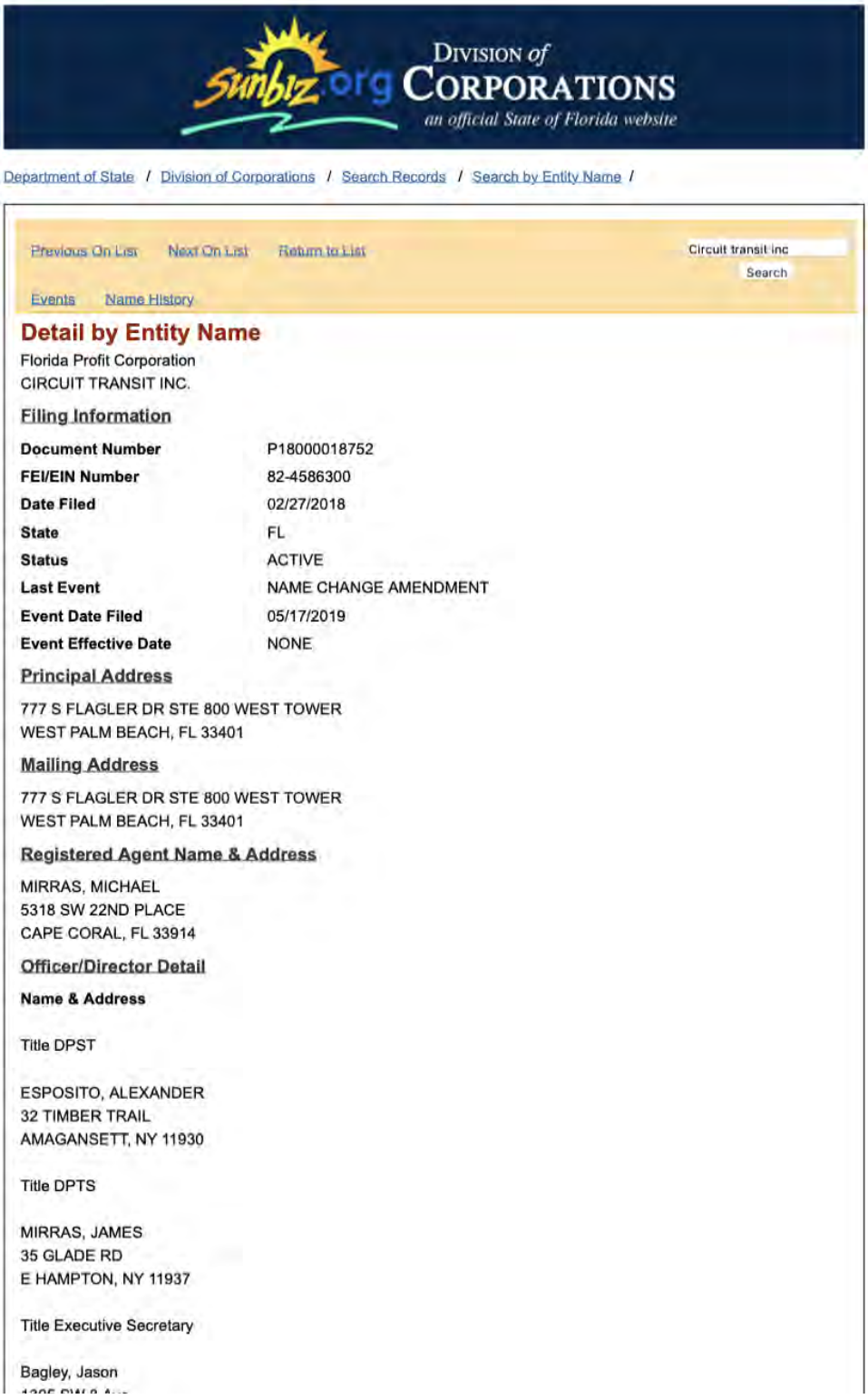
CIRCUIT

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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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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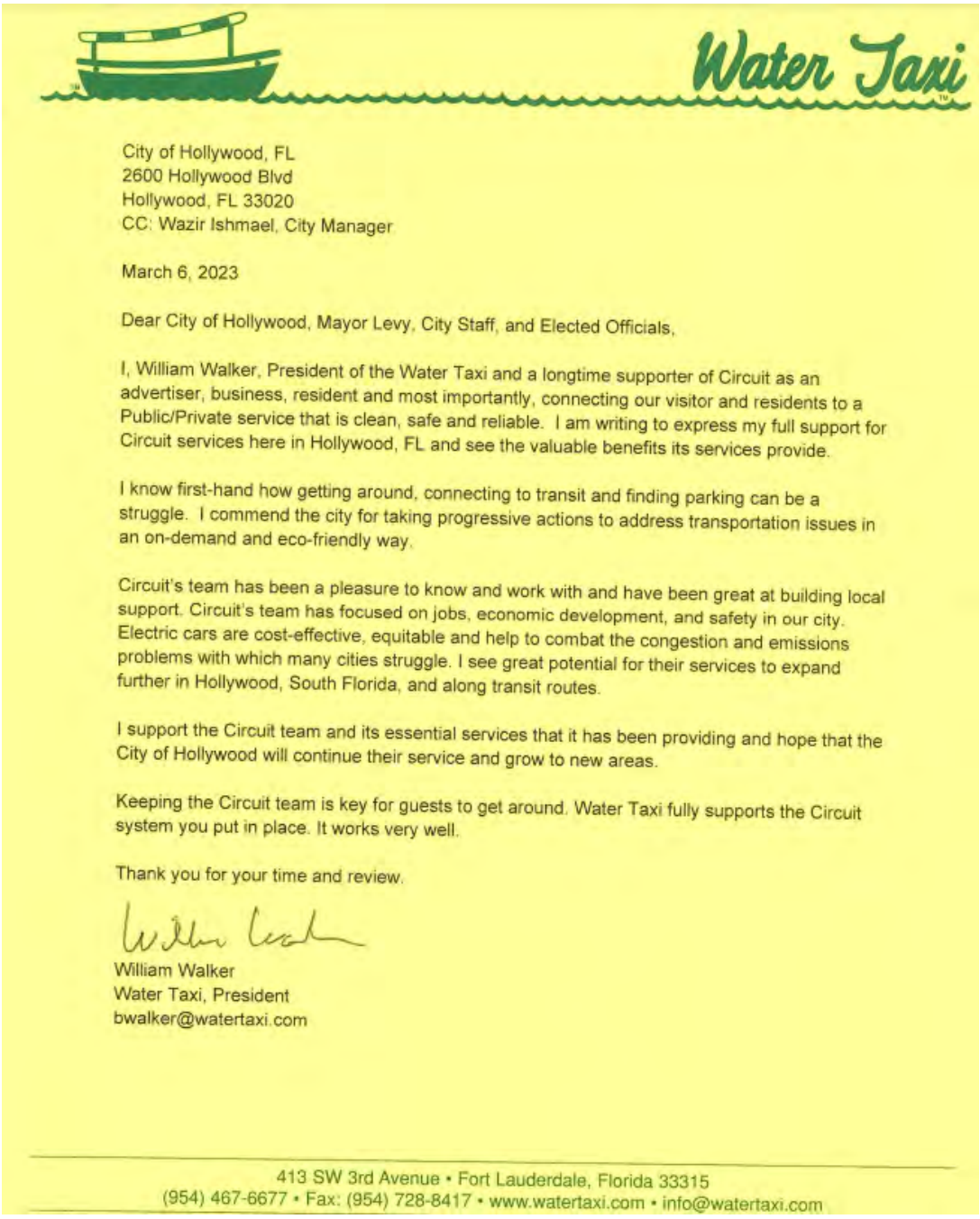
Appendix 1.2 Letters of Support:

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

CIRCUIT

Appendix 1.2.6 Margaritaville

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, Daniel Yeep am a long time supporter of Circuit as an Vacanta Vice Deport. 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 Daniel Yeep
TITLE Hotel Manager
BUSINESS (if applicable) Margaritaville
ADDRESS 1

DocuSign Envelope ID: E34F499C-9569-48EE-A135-C12D464571D1

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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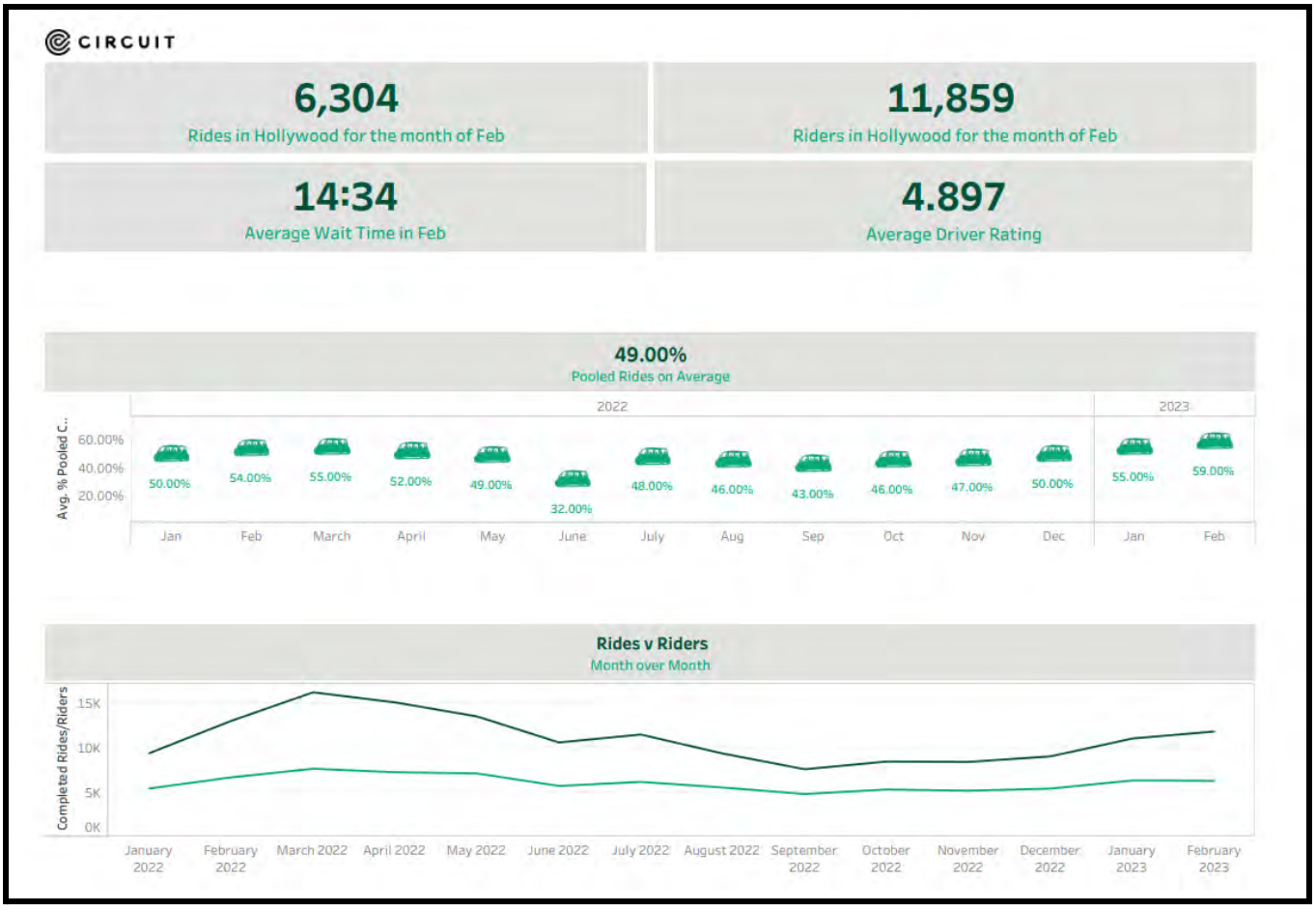
CIRCUIT

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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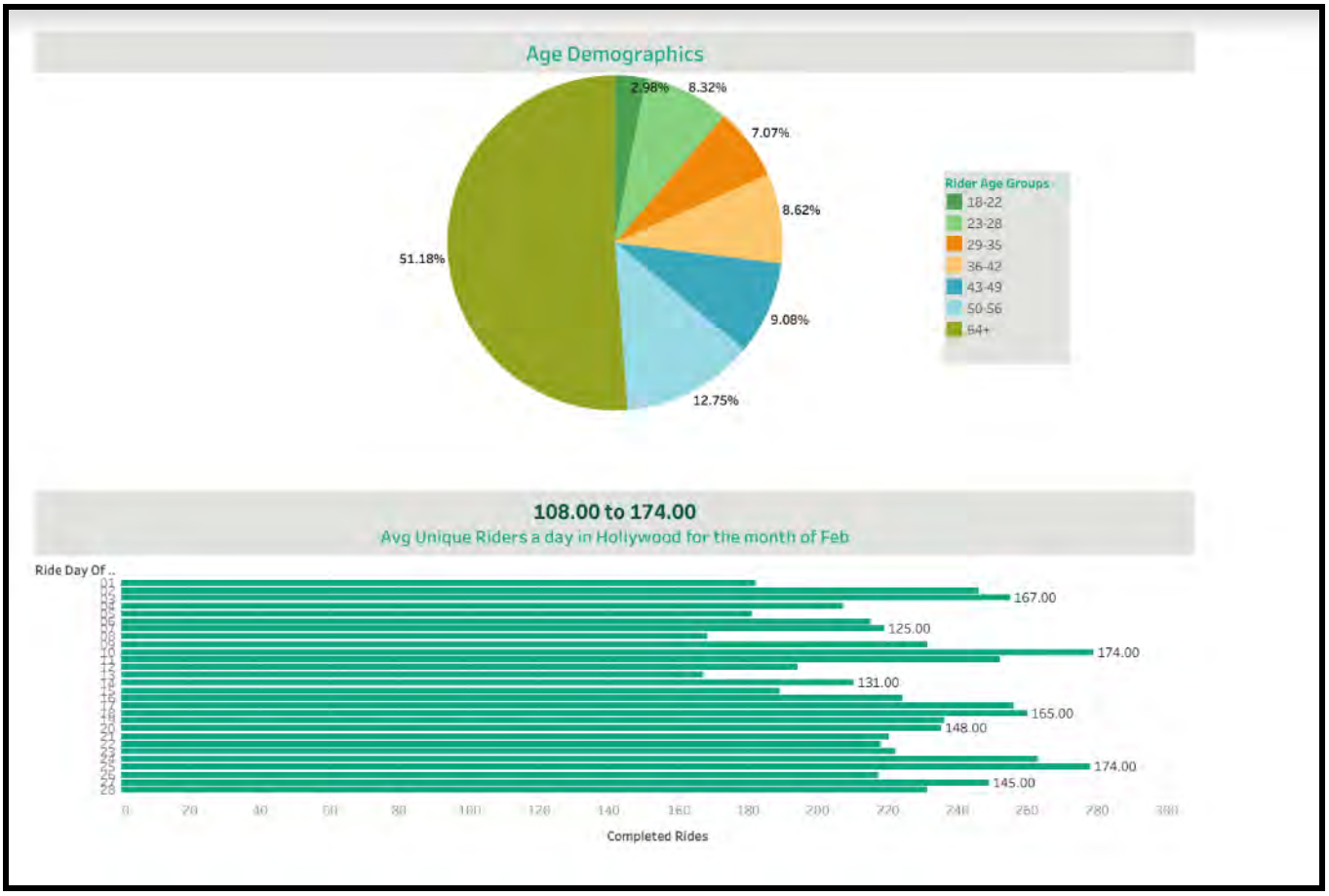

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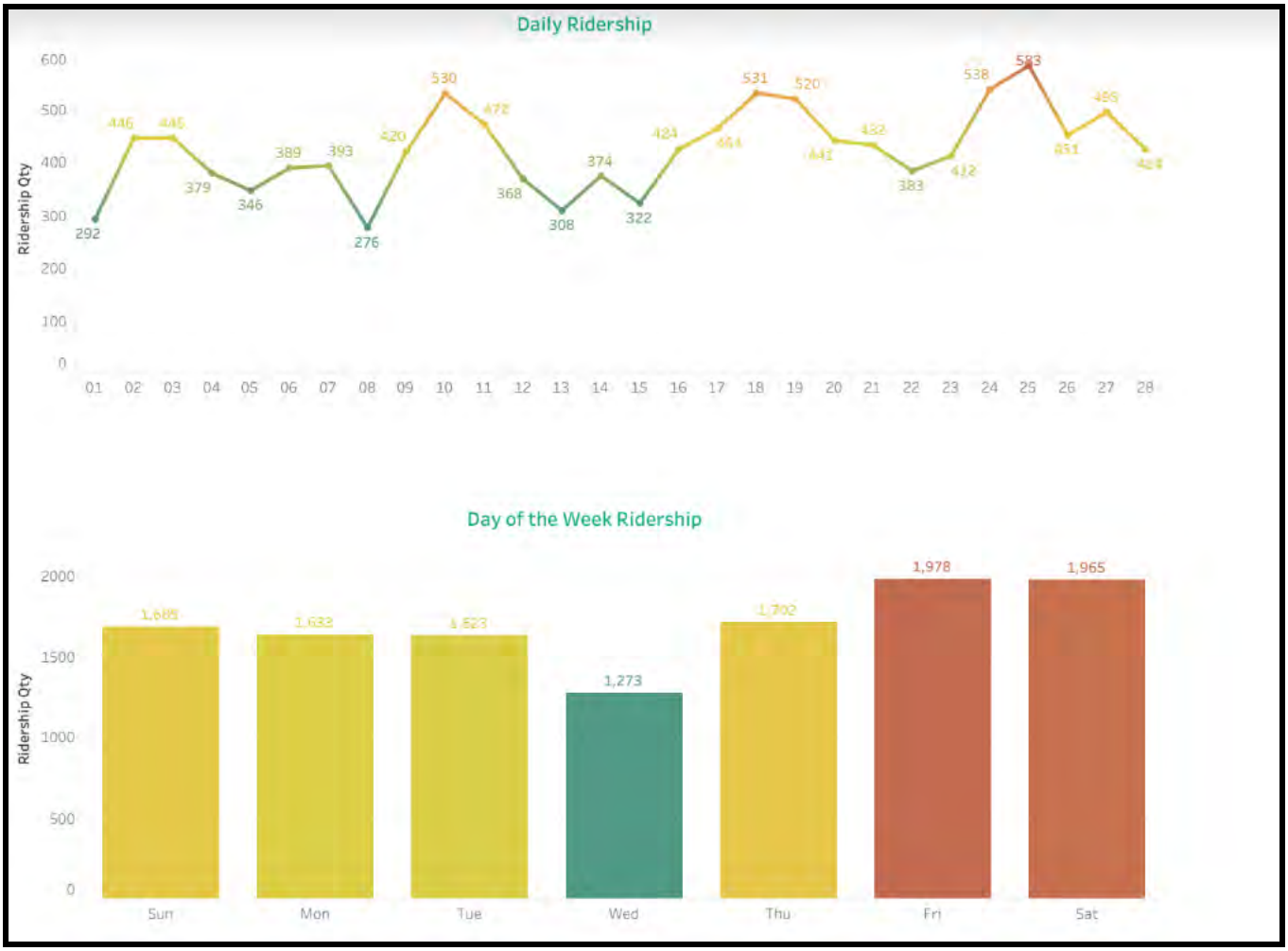

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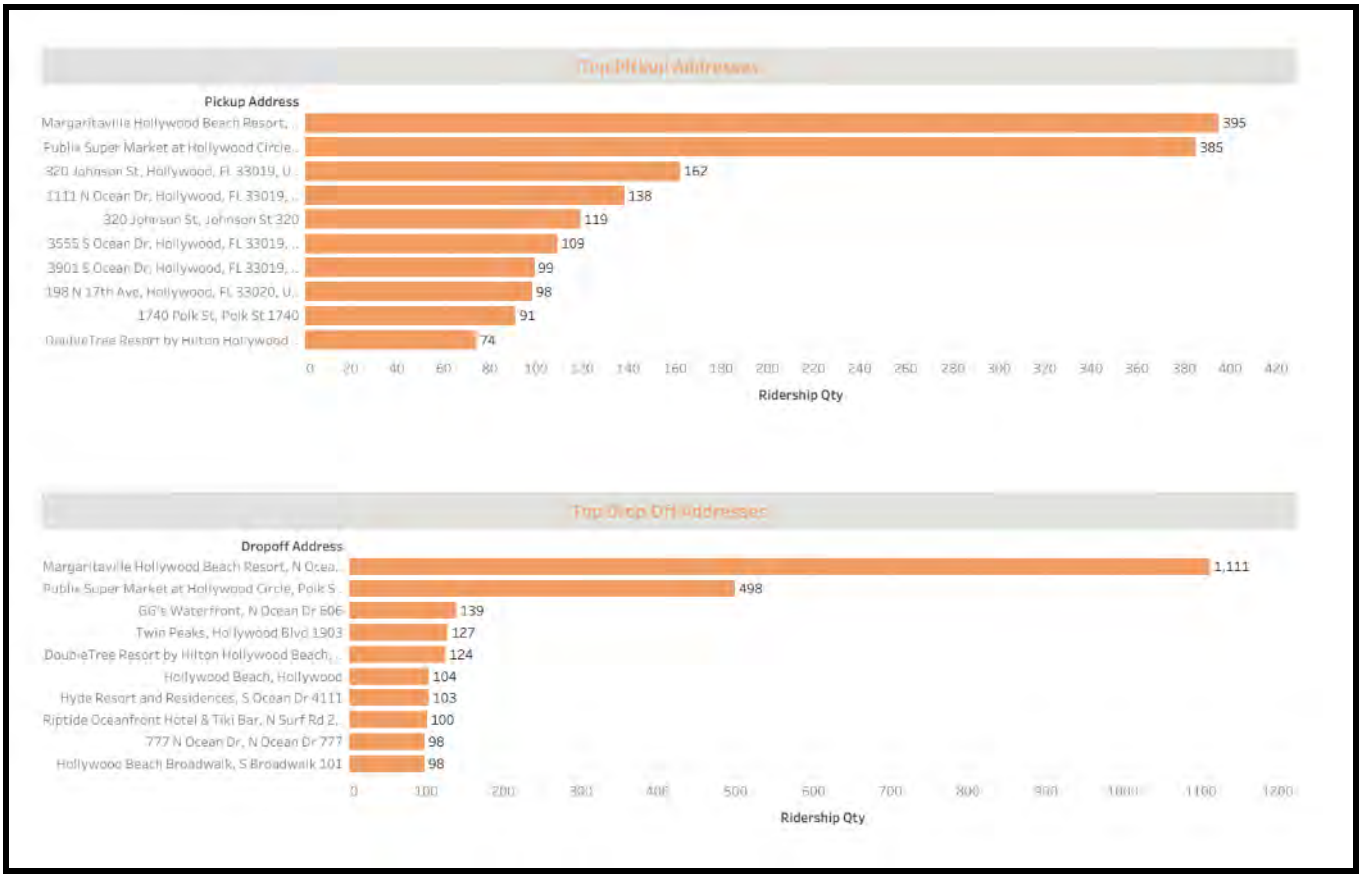

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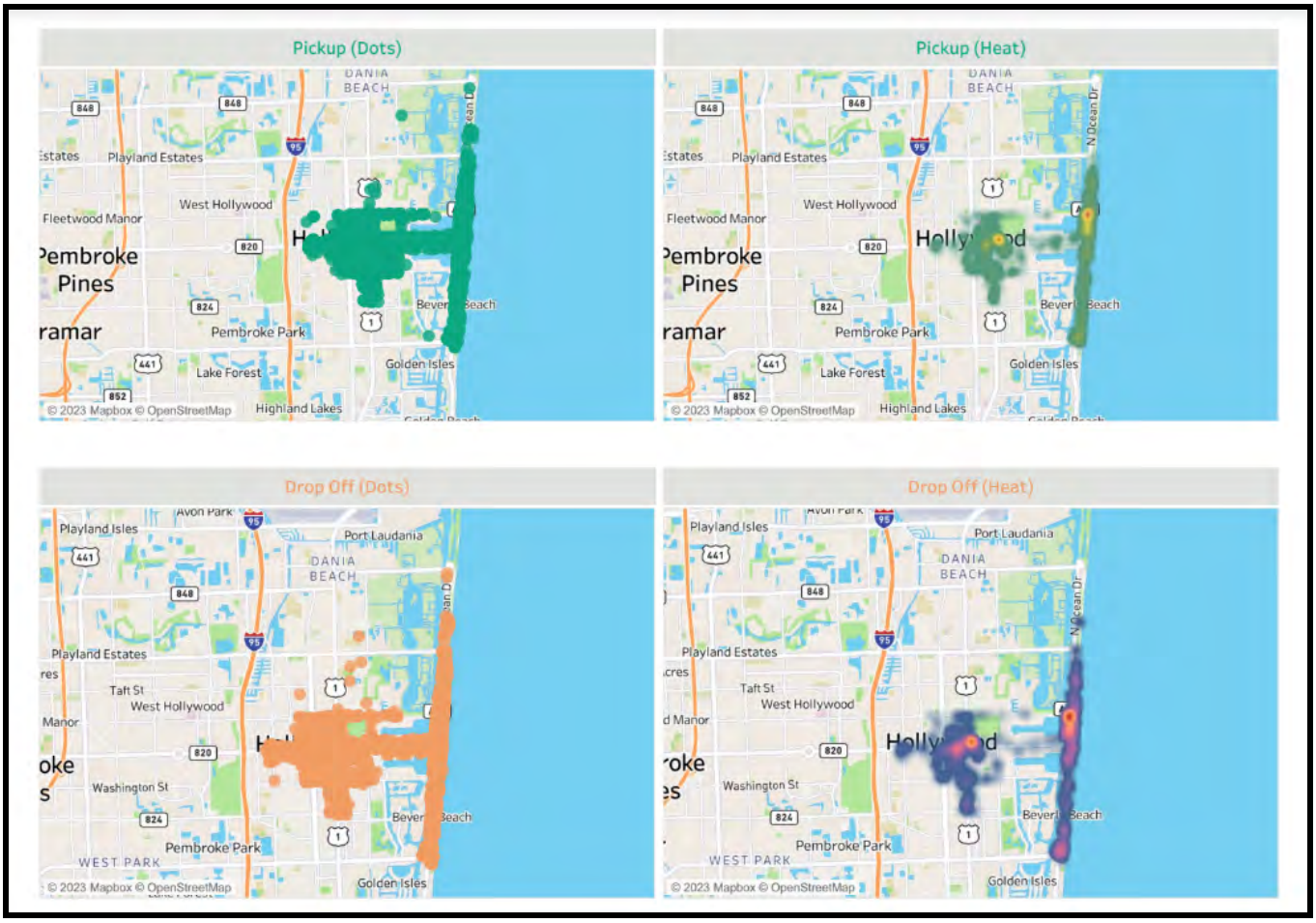

(END OF REPORT)

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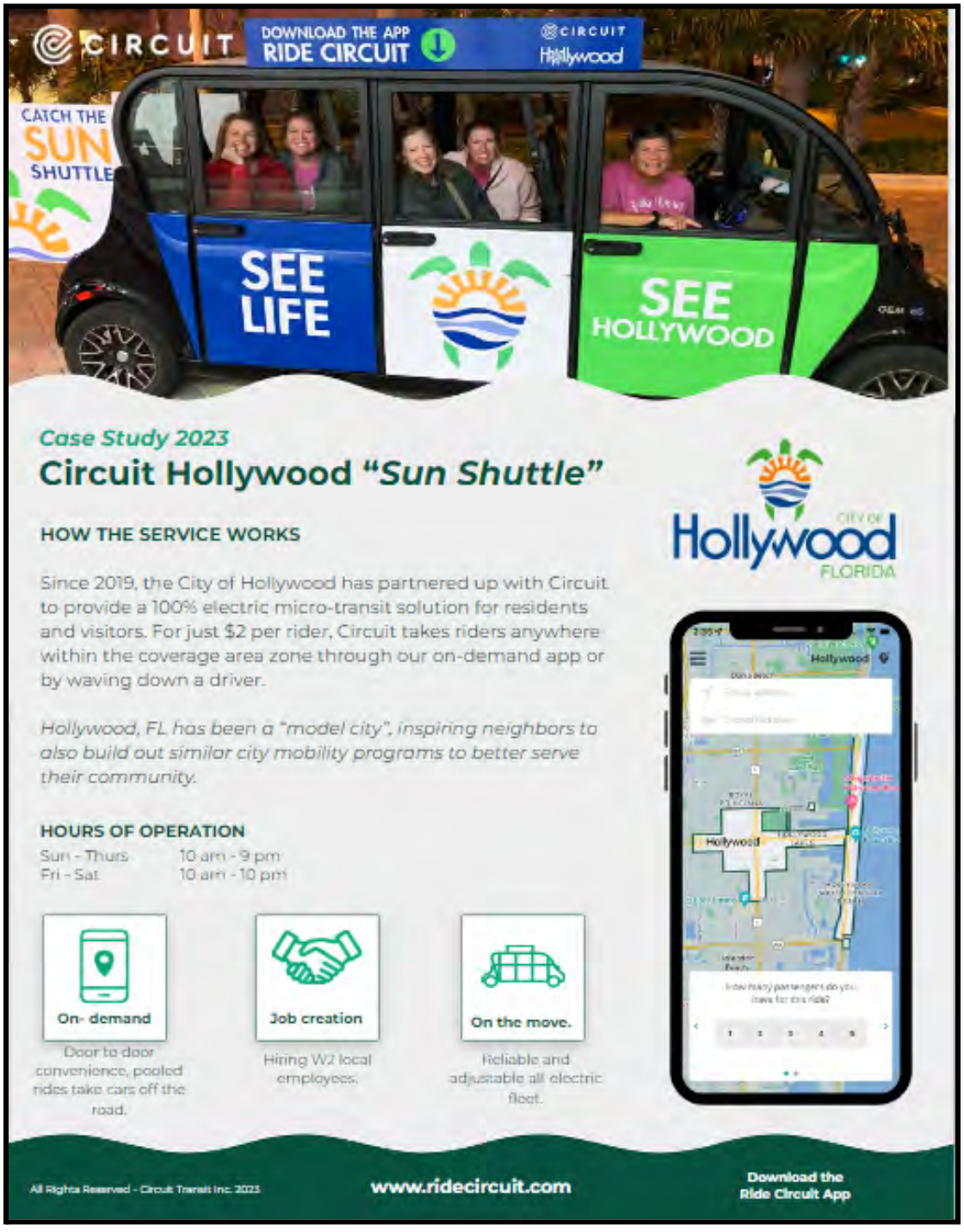
Appendix 3 - Case Studies

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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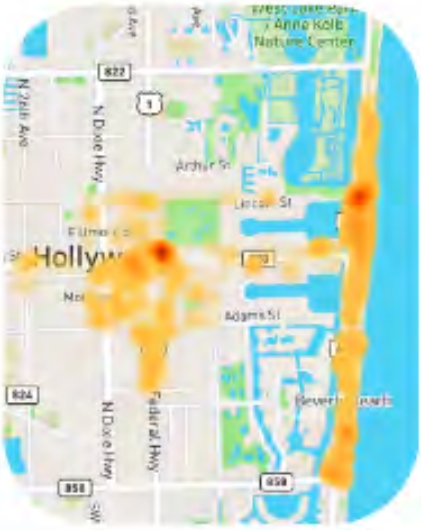
Hollywood Sun Shuttle 2023 Case Study- Page 3 (last page)

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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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

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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

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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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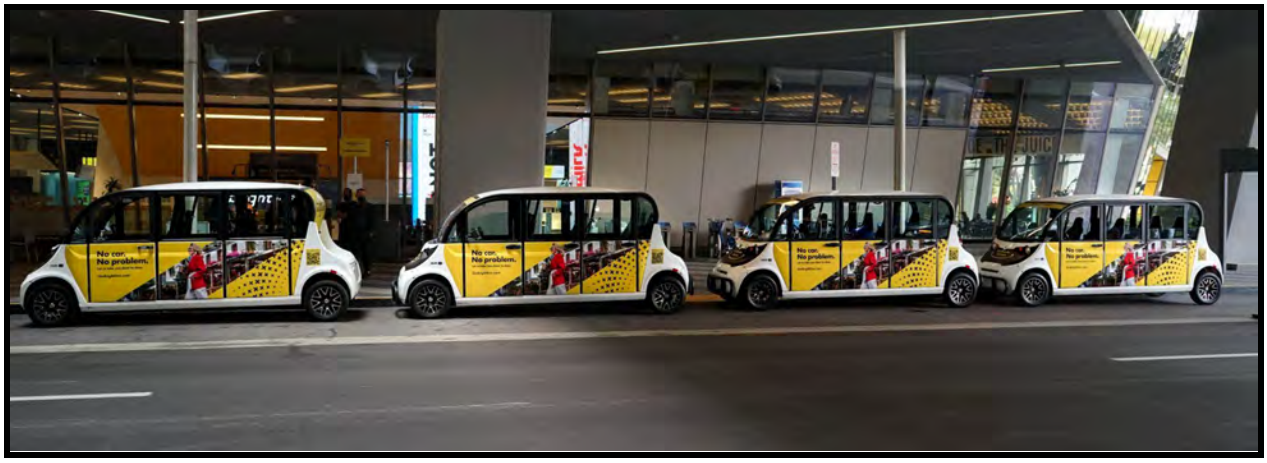
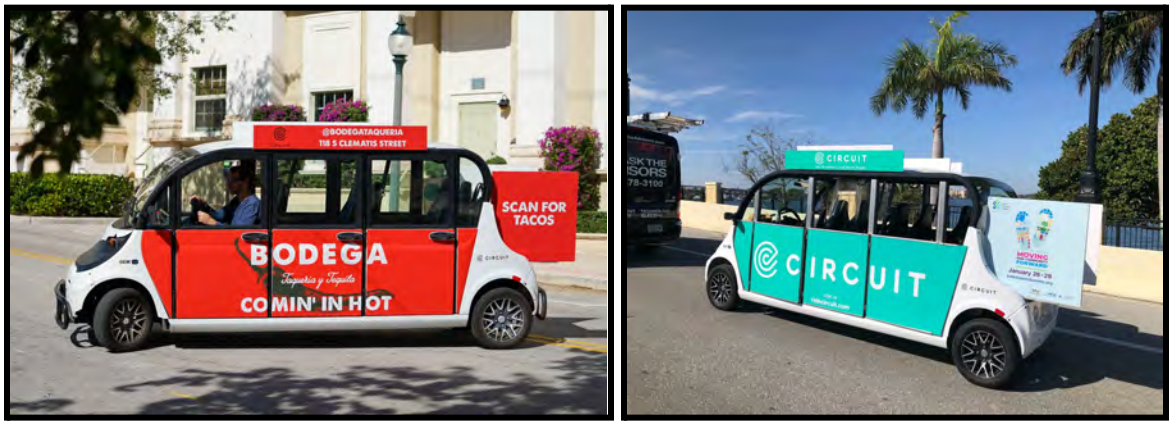


Circuit GEM vehicles with Brightline branding at Brightline trains reopening and Brightline+ launch event

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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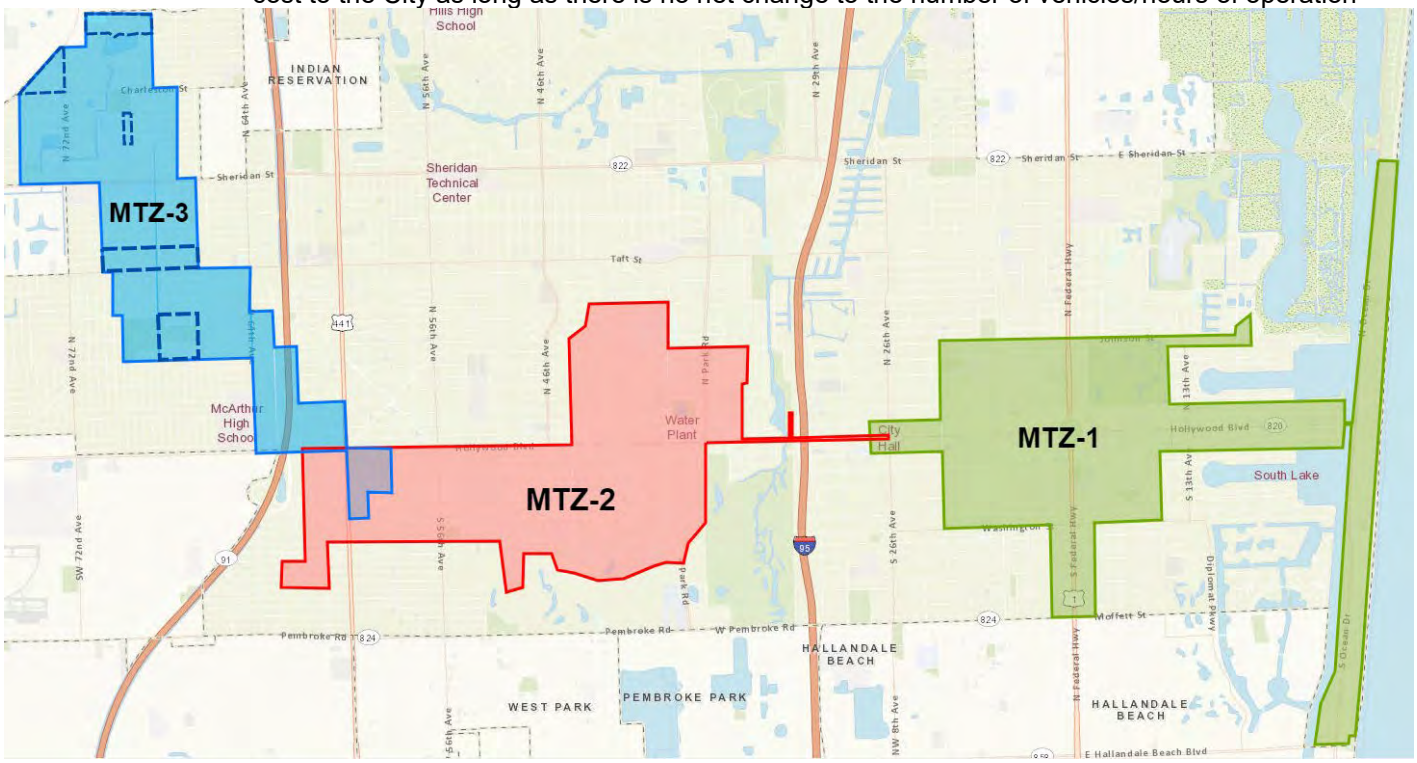
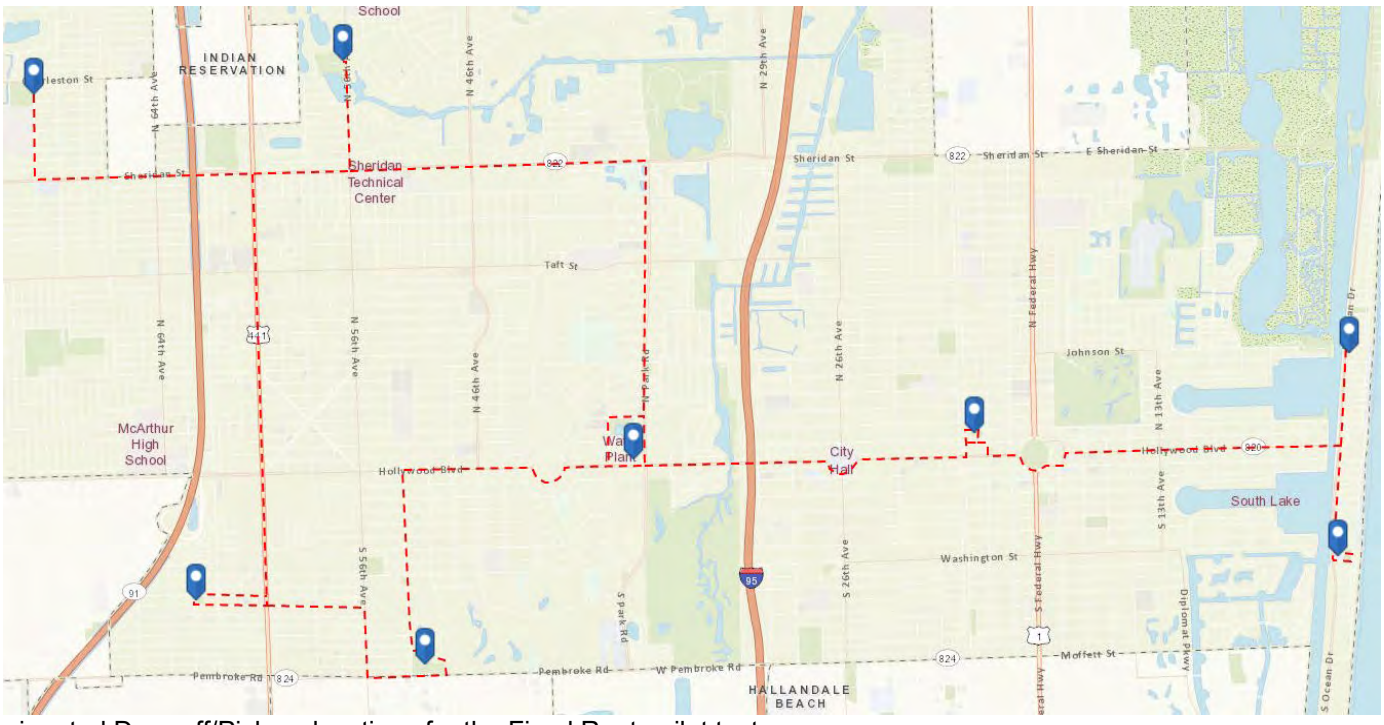
EXHIBIT D – Service Areas

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:
Signature	James Mirras (Jan 14, 2026 18:09:12 EST) Signature
Rebecca Shelton Chair	James Mirras COO/Co-Founder
Printed Name, Title	Printed Name, Title
2/10/2026	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:	CBJCHBCAABAALZTWbMsMdhIjiFnHVIwcByfZ1IT8gZMk

"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

April 24, 2026

Timothy Tack
Program Coordinator
Boynton Beach Community Redevelopment Agency
100 E Ocean Ave, 4thFloor
Boynton Beach, FL 33435

Kathryn Rossmell, Esq.
Lewis, Walker, & Longman P.A.
360 S Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401

Dear Timothy,

Per Section 4 of the Agreement, Circuit is submitting a request, and Amendment, for this cost increase for the current contract which was set to renew for a second renewal period back on March 5, 2026. This serves as our formal request with justification and documentation included herein.

Circuit is requesting a 5.0% price adjustment to increase unit costs as increases have occurred in the industry since these unit costs were initially contracted and executed on January 29, 2024. As evidenced on the U.S. Bureau of Labor Statistics website (https://data.bls.gov/timeseries/CUUR0000SA0&output_view=pct_1mth), the Consumer Price Index for All Urban Consumers (CPI-U) shows a 6% increase in prices during the period from January, 2024 to February, 2026, while our unit costs remained flat. More specifically to our industry, the price increases that have impacted our costs include wages paid to local cost drivers that have outpaced CPI, including increases in Florida minimum wage (an 8% annual increase impacting driver and supervisor wages) and commercial auto and excess liability insurance premiums continue to increase in Florida at a rate that outpaces national averages (6% annual increase). Taken together, these factors support the request for a 5.0% adjustment to unit costs.

We respectfully request that the proposed new pricing contained therein will go into effect May 1, 2026.

Thank you,

James Mirras

James Mirras
Chief Operating Officer
Circuit Transit Inc.

Attachment:
Proposed Amendment and Pricing Table

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

AMENDMENT NO. 2 TO THE AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICE

THIS AMENDMENT NO. 2 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 ____ day of _____, 2026.

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 executed Amendment No. 1 to the agreement to amend Section 3 "term" to extend the Agreement for one(1) year, with two (2) options to extend for one year, attached hereto as Attachment 2; and

WHEREAS, the CRA exercised the first of two (2) one-year renewal terms on February 10, 2026 without a price adjustment. The Contractor has subsequently requested a price increase effective May 1, 2026; and

WHEREAS, the CRA agrees to the proposed price increase, and has determined that amending 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 4 "Compensation" is revised as follows:

> 4) Compensation. The CRA shall pay the Contractor an amount not to exceed ~~Four Hundred Thousand dollars ($400,000.00)~~ Four Hundred and Twenty Thousand dollars ($420,000.00) (hereinafter, "Compensation) for the performance of the Services for ~~the Initial Term and the~~ each 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.

3. The portion of the Pricing Schedule that describes the "Vehicle cost per hours of operation" is hereby amended as set forth below ("Revised Pricing"). The Revised Pricing shall apply to all Services performed on or after May 1, 2026.

EXHIBIT B - Pricing Schedule

…

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	$42.86	40-45	$62.47	40-45	$47.62
46-50	$39.74	46-50	$57.09	46-50	$43.87
51-55	$37.69	51-55	$53.58	51-55	$41.43
56-60	$36.02	56-60	$50.70	56-60	$39.42
61-65	$34.62	61-65	$48.29	61-65	$37.73
66-70	$33.42	66-70	$46.24	66-70	$36.31
71-75	$32.40	71-75	$44.49	71-75	$35.08
76-80	$31.52	76-80	$42.96	76-80	$34.02
81-85	$30.74	81-85	$41.62	81-85	$33.08
86-90	$30.06	86-90	$40.44	86-90	$32.26
91-95	$29.44	91-95	$39.39	91-95	$31.53
96+	$28.89	96+	$38.44	96+	$30.87

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. 2 to be signed and executed, on the day and year first written above.

BOYNTON BEACH COMMUNITY
REDEVELOPMENT DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CIRCUIT TRANSIT, INC.

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form and Legal Sufficiency

By: _____

Name: _____

ATTACHMENT 1

AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICE by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY and CIRCUIT TRANSIT, INC.

ATTACHMENT 2

AMENDMENT NO. 1 TO THE AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICE by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY and CIRCUIT TRANSIT, INC.

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

OLD BUSINESS

AGENDA ITEM 14.D

SUBJECT:
Consideration of the Commercial Property Improvement Grant Program to Potiwa Pizza LLC located in the Heart of Boynton Shops at 137 NE 10th Avenue, Unit 104

SUMMARY:
The CRA's Commercial Property Improvement Grant Program provides eligible businesses (new or existing) with financial assistance for the initial build-out costs associated with the construction, repair, and/or rehabilitation of commercial building improvement. The Commercial Property Improvement Grant Programs provides a 50% reimbursement of the applicant's expenditure for the eligible improvements up to a maximum grant total of $50,000. Under the program guidelines eligible improvements must be permanent items that stay with the building. The Program also provides funding assistance related to the design fees for architectural, electrical, civil, mechanical, and/or plumbing improvements for eligible property improvements. Applicants are eligible to receive 50% of the applicant's project budget up to a maximum amount of $10,000.

On May 14, 2024, the CRA Board approved a Commercial Property Improvement Grant to Potiwa Pizza LLC located in Heart of Boynton Shops at 137 NE 10th Avenue, Unit 104, Boynton Beach, FL 33435 (see Attachments I-II). Potiwa Pizza's mission is to blend the rich culinary heritage of Haiti with the universally loved tradition of pizza, offering customers a unique and flavorful dining experience. They are committed to celebrating Haiti's vibrant culture through delicious, handcrafted pizzas made with the finest ingredients and served with warmth and hospitality.

On January 10, 2025 Potiwa Pizza elected to use RS Construction (aka Centennial Management Corporation) to complete the grey shell and the plumbing stub out for the unit. Once complete, the tenant may select a different contractor to complete the build-out. The permit for work to begin was issued on February 7, 2025. On April 17, 2025 the unit was released to Potiwa Pizza to complete the build-out with their elected contractor.

Per the grant guidelines, the grant recipient has 180 day from permit issuance to complete their project and submit for reimbursement. The permit was issued on February 7, 2025. The grant recipient had until August 6, 2025, to complete their project and submit for reimbursement. On July 8, 2025, the CRA received a letter from Potiwa Pizza requesting the 90-day administrative extension until November 4, 2025, which was approved by staff (see Attachment III).

On August 6, 2025 all of the permits expired and were reinstated by Potiwa Pizza on October 8, 2025.

On October 20, 2025, staff received a request for an additional 120-day extension to allow for more time to begin their construction and receive their Certificate of Occupancy (see Attachment IV). At their November 10, 2025 meeting, the CRA Board approved the request to extend the grant from November 1, 2025 to March 1, 2026.

On January 6, 2025 the permits expired again.

A change of contractor for the general contractor was never filed with the City's Building Department and remained in RS Construction's name (aka Centennial Management Corporation) since the unit was released to Potiwa Pizza in April 2025. A mechanical change of contractor for a sub-permit was submitted and approved by the City's Building Department on June 11, 2025.

On February 27, 2026 Potiwa submitted a request for a 120-day extension to allow time to complete the project and submit for reimbursement (see Attachment V). Potiwa Pizza made a request to the CRA Board for an additional 120-day extension from March 1, 2026 to June 29, 2026.

At their March 9, 2026 meeting, the CRA Board made a motion to give Potiwa Pizza a 60-day extension to April 30, 2026 to provide a status update on their project. On April 28, 2026 Potiwa Pizza submitted the change of contractor for the general contractor with the City's Building Department which was approved.

As of April 30, 2026, only the general contractor license was changed. No other subcontractors were submitted for electrical, plumbing etc, no permit revisions were submitted to the City's Building Department and no additional update was provided by Potiwa Pizza as requested in Attachment VI.

Staff is seeking Board direction on whether to provide an additional extension to Potiwa Pizza or other action such as grant termination.

FISCAL IMPACT:
FY 2023-2024 Budget Project Fund, Line Item 02-58400-444, $50,000 for Property Improvements and $4,125 for Design

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
1. Approve an additional extension for the Commercial Property Improvement Grant to Potiwa Pizza LLC located in Heart of Boynton Shops at 137 NE 10th Avenue, Unit 104, Boynton Beach, FL 33435.
2. Do not approve an additional extension for the Commercial Property Improvement Grant to Potiwa Pizza LLC located in Heart of Boynton Shops at 137 NE 10th Avenue, Unit 104, Boynton Beach, FL 33435 and terminate grant funding.
3. Other options as determined by the Board.

ATTACHMENTS:

Description

- Attachment I - Commercial Property Improvement Grant Application
- Attachment II - Location Map
- Attachment III - First 90-Day Extension Request
- Attachment IV - 120-Day Extension Request
- Attachment V - Second 120-Day Extension Request
- Attachment VI - March 10, 2026 Potiwa Email

Authentisign ID: [redacted]

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

October 1, 2023 – September 30, 2024

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL PROPERTY IMPROVEMENT GRANT PROGRAM

Program Rules and Regulations

The Commercial Property Improvement Grant Program is designed to help facilitate the establishment of new businesses and aid in the expansion of existing businesses within the Boynton Beach Community Redevelopment Agency (the "BBCRA") Area. The program is designed to provide financial assistance to new and existing businesses in the form of a reimbursable grant intended to reduce the initial costs associated with the design, repair, and rehabilitation of buildings or other improvements in accordance with the BBCRA Community Redevelopment Plan. Improvements paid for by the BBCRA must be permanent and stay with the building.

The BBCRA reserves the right to approve or deny any Commercial Property Improvement Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the BBCRA Area.

For purposes of this application, the term "new business" means a company in operation for less than one year or relocating to Boynton Beach. The term "existing business" means a company that has been in operation within the BBCRA Area for one year or more at the time of application and has at least two years remaining on its existing lease. The term "project" means the eligible exterior or interior improvement project for which the applicant seeks reimbursement.

The Boynton Beach BBCRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the

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Applicant(s) may be produced the BBCRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

Incentive Funding

The Commercial Property Improvement Grant Program offers financial assistance to the commercial property owner or business owner in the form of a reimbursable, matching grant for 50% of eligible expenses, up to $50,000, associated with the construction or renovation of the exterior and interior elements of the commercial operating space. The applicant may also receive financial assistance for eligible design expenses associated with the project's architectural, electrical, mechanical, civil, and/or plumbing plans. Applicants are encouraged to take advantage of the City of Boynton Beach's PACE Program to help defer the cost of installing energy efficient items. Information regarding the PACE Program is available online at: https://www.boynton-beach.org/green-business/pace-business or by contacting the City of Boynton Beach at (561) 742-6494..

Applicants are also encouraged to connect with CareerSource Palm Beach County which is a State organization providing various free programs to assist Palm Beach County businesses. CareerSource Palm Beach County has a dedicated team of career counselors, business coaches and training providers to help area businesses stay competitive through training grants and talent acquisitions and also provide assistance in posting available jobs, recruiting and hiring, and training opportunities. For more information regarding CareerSource Palm Beach County visit their website at careersourcepbc.com.

Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding:

- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents, and must be the landlord or business owner of the company occupying the property to be improved.
- Must be located within the BBCRA Area (see attached map).
- Must provide proof that the commercial business is properly licensed by all necessary levels of government and professional associations or agencies (copies of City and County licenses or receipts that the licenses have been applied for).
- Improvements to non-profit and residentially zoned properties are NOT eligible expenses.

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- Applicant must have an executed multi-year lease with at least two years remaining on the lease at the time of BBCRA Board approval
- Proposed leases must be executed within 30 days of BBCRA Board approval or the grant award is terminated.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the BBCRA. A copy of the consumer report will be provided to the applicant upon request. Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- All work must be done in compliance with applicable City of Boynton Beach Building Codes and Land Development Regulations. All contractors must be licensed as required to work in Boynton Beach and/or Palm Beach County. For any projects valued more than $250,000 (based on the project's construction value as it appears on the Palm Beach County-Wide/Municipal Building Permit Application Form submitted to the City of Boynton Beach), preference will be given to projects that will use contractors with an office in Palm Beach County. Please contact the City of Boynton Beach Development Department regarding the proposed work to be performed prior to submitting a grant application.
- Grant funding amounts will be based on the applicant's project budget, specified at the time of the BBCRA Board approval, plus an added 20% contingency funding amount (for a total not to exceed the maximum eligible grant amount).
- Grant funds will be reimbursed exclusively for approved work and approved change orders.
- The Commercial Property Improvement Grant Program may only be used one time in any five-year period for any one property. Entities hoping to improve properties that were previously improved using a BBCRA improvement grant may apply for additional grants any time after five years from previous grant approval.
- In order to qualify for the grant, the subject property may not have any outstanding City of Boynton Beach liens at the time the applicant seeks reimbursement. To ensure that the property does not have any outstanding liens, violations or monies owed for utilities, the BBCRA will perform a lien search on the property at a cost of $140.00, which will be deducted from any grant funding awarded to the recipient. In the event that there is an outstanding lien against the property, the grant will not be awarded until the complete satisfaction of the lien.
- In order to receive the full amount of any awarded grant, the property owner or tenant must complete the project, obtain a Certificate of Occupancy/Completion

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from the City of Boynton Beach, and submit for reimbursement within 180 days of the issuance date of the permit for the project. (As further described below, applicants may request reimbursement for up to 50% of their grant award prior to completion of the project.) If BBCRA Board approves grant funding and the work being performed does not require a permit, the Certificate of Completion (or equivalent) and application for reimbursement must be within 180 days of the grant award. Failure to complete the improvements within the specified time frame will result in termination of the grant award, at which point the BBCRA will no longer make payments for any reimbursement requests, regardless of whether the request was submitted prior to the termination of the grant. Only one 90-day administrative extension will be permitted, and the BBCRA has the sole and absolute discretion to grant or deny such extension.

- Project items completed and paid for by the applicant more than 60 days prior to grant approval by the BBCRA Board are not eligible for reimbursement under the grant program. A complete application must be received within 60 days of payment in order for an expense to be eligible for reimbursement. Once a complete application is received, the application will be placed on the next available agenda for review and potential approval.
- Grant funding may not be used for design fees alone. Grant funding for design fees will only be awarded when the grant funding will also be used for physical property improvements. Conversely, grant funding may be awarded for physical property improvements even if no funding for design funding is requested. The BBCRA may elect to fund only physical property improvements even if design funding is requested.
- BBCRA Board approval of this grant results only in funding. Approval of BBCRA grant funding is NOT approval of any type of City processes including, but not limited to, permits and site plan modification. Applicants must apply for permits and site plan modification through the appropriate departments at the City. Permitting and site plan modification reviews are required for all commercial projects. It is the responsibility of the applicant to obtain all necessary City approvals.
- Grantees shall allow the BBCRA the rights and use of photos and project application materials.
- The BBCRA Board may give preference to local businesses. For purposes of this grant, local business means a duly licensed business entity with an office location in Palm Beach County.

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Projects and items eligible for funding under this grant program are limited to:

- Structural walls
- Grease trap installation
- Electrical systems, including exterior and interior lighting
- Landscaping and irrigation within the project site
- Fencing (excluding chain link, barbed wire, and wood panels)
- Electric vehicle charging stations
- Hood & fire suppression
- Design fees associated with architectural, electrical, civil, plumbing and mechanical site plans
- Plumbing
- HVAC system
- Patio decks connected to the building
- Doors/windows
- Parking lot re-paving, re-sealing, and/or restriping
- Painting
- Demolition of structure and re-sodding of vacant property
- Solar electricity and water heating
- Signage
- Permit fees for eligible property improvements included as part of the licensed contractor's contract/invoice
- Flooring
- ADA Improvements
- Roofing (Not to exceed 50% of total grant award)
- Security cameras/system** (not including security personnel)

** Notwithstanding the limitation that grants may only be used once every five years for any one property, previous grant recipients that received less than the maximum amount of grant funding from Commercial Property Improvement Grants or Economic Development Grants are eligible to reapply to receive 50% matching reimbursable funding in an amount not to exceed $3,000 for the installation of new security cameras/systems.

Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Property Improvement Grant Program:

- Massage/Personal Services
- Firearm Sales/Shooting Ranges
- Religion- Affiliated Retail Stores
- Non-profit Organizations
- Adult Gambling Arcades
- Medical Research Centers/Housing
- Massage/Personal Services
- Churches/places of worships
- Alcohol and/or Drug Rehabilitation Centers/Housing

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- Check Cashing Stores
- Adult Entertainment
- Vapor/E-Cigarette Stores
- CBD Retail Stores
- Any other use that the BBCRA staff or BBCRA Board determine will not support the redevelopment of the BBCRA Area

Grant Terms and Conditions

This grant is divided into three tiers of eligibility. Businesses are classified into tiers based on the type of business, which then determines the amount of eligible funding. All reimbursement checks from the BBCRA to the successful applicant will be made out to the applicant (the business entity).

Grant funding amounts will be based on the applicant's project budget specified at the time of BBCRA Board approval, plus an added 20% for contingency funding, the total of which may not exceed the maximum amount of grant funding for which the project is eligible.

Tier One Business

Tier One Businesses are eligible for reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $50,000 in grant funding.

Tier One Businesses must be one of the following types of business:

- Restaurant
- Gourmet Food Market
- Bakery
- Hotels/Motels/Bed and Breakfast (the Board will grant no more than four approvals in this category per fiscal year)

Tier Two Business

Tier Two Businesses are eligible for reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $25,000 in grant funding.

Examples of Tier Two Businesses include, but are not limited to, the following types of businesses:

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- Home Décor/Design – home furnishings, art galleries, kitchen wares
- Accounting Offices
- Real Estate Offices
- Marketing Offices
- Fitness Facilities – yoga, dance exercise, martial arts, etc.
- Auto Services Facilities – repair, storage, sales, etc
- Specialty Retail Businesses – stationary, gifts, sporting goods
- Other commercial property façade only improvements
- Boutiques – clothing, shoes & accessories
- Law Offices
- Hair/Nail Salons (no more than two approvals per fiscal year)
- Medical Offices
- Insurance Offices
- Take Out Restaurants
- Tattoo Parlor/Body Piercing/Body Art Shop (no more than two approvals per fiscal year)
- Florists (no more than two approvals per fiscal year)

Tier Three Business (Tier Three Businesses will receive no more than two approvals per fiscal year and improvements must be for commercial façade or security improvements).

Tier Three Businesses are subject to BBCRA Board for review and approval. Tier Three Businesses eligible for reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $15,000 in grant funding.

Tier Three Businesses must be one of the following types of businesses:

- Kava Tea Bar
- Convenience Stores
- Pawn Shops
- Liquor Store
- Laundry/Dry Cleaner facility

Tier One & Tier Two Businesses Grant Funding for Design Fees

Tier One and Tier Two businesses are eligible to apply for funding assistance related to the design fees for architectural, electrical, civil mechanical and/or plumbing improvements. These design fees shall be for eligible property improvements as defined on page 5 of this grant application. Applicants are eligible to receive reimbursement of 50% of the applicant's project budget as specified at the time of BBCRA Board approval, up to a maximum amount of $10,000 for the design expenses associated with the project's architectural, electrical, mechanical, civil, and/or plumbing plans. If the design fees were

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paid for prior to BBCRA Board approval, the applicant may request 50% reimbursement for design fees if the final payments were made no more than 180 days prior to Board approval.

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on lease at the time of Board approval. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;
- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

Application Process

Applications can be obtained from the BBCRA office located at 100 East Ocean Avenue, Boynton Beach, FL 33435 or downloaded from www.boytonbeachcra.com. All applicants are required to meet with BBCRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the BBCRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Applicants may submit complete applications via email or mail hard copies of the application with all materials to the BBCRA for review and approval by the BBCRA Board. Applicants will be considered on a first-come, first-serve basis. Application packets must include the following documentation:

1. A non-refundable fee of $100, which will be used to obtain a consumer credit report on the business and principal/owners of business. Make check payable to: Boynton Beach CRA.

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2. Provide 2-3 sentence mission statement for the applying business entity. If the applicant is a commercial property owner, provide a brief history of the property and the current tenants of the space. This will be used as a way to introduce your business to the BBCRA Board.
3. Written detailed project budget describing the improvements to be done to the property.
4. Cost estimate(s) from a licensed contractor(s) as specified in the applicant's project budget. It must list all project costs for which the applicant is requesting reimbursement. The project budget must provide a total cost of the project.
5. If design funding is requested, cost estimate(s) from a qualified licensed design professional. The cost estimate must include: scope of work, the business name and business address of project, and the license number of the design professional.
6. Copy of design and construction plans associated with the proposed improvements.
7. Signage design and cost estimate, if applicable.
8. Copy of building permit receipt/application. If the permit has not been applied for prior to submission of the grant application, a copy of the building permit receipt is due within 120 days of grant approval, or the grant award may be terminated. Applicants may apply for one 60-day administrative extension to meet this requirement, and the BBCRA has the sole and absolute discretion to grant or deny such extension. Any extension granted under this paragraph is for this requirement only and does not extend any other deadline related to the grant.
9. Resume for each principal/owner of the business.
10. Copy of the corporate documents for the applying business entity.
11. Copy of executed multi-year commercial lease agreement.
12. Copy of Warranty Deed.
13. Two years of corporate tax returns (for existing businesses only).
14. Two years of personal tax returns for the principal/owners of a new business (if no corporate tax returns).
15. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
16. A minimum of four color digital "before" photos of the exterior and interior portions of the project.
17. Completed and signed application (attached).

Initials JV

Authentisign ID: [redacted]

18. Authorization to perform credit check for the business and each principal/owner of the business (attached).
19. W9 Form and Vendor Application (attached).
20. City Planning and Development Department Acknowledgement Form (attached).
21. City Permit Department Acknowledgement Form (attached).

The above referenced City Forms (line 20 and 21) must be completed and submitted to the appropriate departments, which are located at City Hall, 100 East Ocean Avenue, Building Department, Boynton Beach, FL 33435. Phone (561) 742–6350.

Approval of Funding Request

All required documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. BBCRA staff will review the application to evaluate whether the project is eligible for reimbursement. If it meets these requirements, BBCRA staff will present the funding request to the BBCRA Board for review and potential approval.

The BBCRA Board meets on the second Tuesday of each month at the Commission Chambers located in City Hall at 100 East Ocean Avenue, Boynton Beach, FL 33435. The schedule for BBCRA Board meetings can be obtained at www.boyntonbeachcra.com. Applicants will be notified of the date and time that their applications will be considered by the BBCRA Board.

The BBCRA recommends that applicants attend the BBCRA Board meeting during which the Board will consider their applications in order to answer any questions the BBCRA Board may have regarding their applications. BBCRA staff will notify the applicant of the BBCRA Board's approval or denial in writing.

Site Visits

BBCRA may conduct a site visit prior to transmitting the application to the BBCRA Board and once the project is completed. Staff may also conduct unannounced site visits before, during, and after the project in order to determine and ensure compliance with the terms of the grant.

Procedures for Design Reimbursement

This portion of the program is designed to reimburse applicants for design fees associated with the property improvements provided for in this grant. Funds must be paid to qualified

Initials JV

Authentisign ID: [redacted]

design professionals licensed by the State of Florida in order to be eligible for reimbursement. Funds paid to licensed design professionals acting as subcontractors are also eligible for reimbursement.

The reimbursement request shall be summarized in a report and accompanied by the following documentation for the completed design work:

1. Copy of contract/scope of work with design professional
2. Paid invoice describing work completed
3. Copy of final design plans (pdf copy preferred)
4. Proof of payment(s) totaling contract amount
    a. Each item must be supported by a cancelled check showing the face of the check, as well as the back of the cancelled check. The only forms of cash payments that are acceptable as evidence of payments are cashier's checks and bank transfers. A copy of the cashier's check to the payee must be provided as proof of payment. If payment is being made by a bank transfer, a copy of the statement from both payer and payee showing the transaction and/or copy of the email/text verification from both parties.
    b. Electronic payments must be in the name of the applicant and show the transaction date, amount, account name and recipient of payment.
5. Proof of permit application for (or including) item designed.

Procedures for Property Improvement Reimbursement

This portion of the program is designed as a matching 50% reimbursable grant. All work for which reimbursement is sought must be completed and paid for by the applicant prior to the release of BBCRA funds. The applicant may request reimbursement for partial payments throughout the project for up to 50% of grant award. The remaining 50% of grant funding will be held until the project is completed according to the City of Boynton Beach Building Department, and if applicable, a certificate of occupancy has been issued, at which point the applicant may submit a final reimbursement request. The BBCRA will provide reimbursement to the applicant upon submittal of a complete reimbursement request package.

All reimbursement requests and supporting documents must be submitted to the BBCRA (3) days prior to the grant expiration date. The BBCRA may refuse to issue grant funding if the submission is not received by the specified time.

Initials JV

Authentisign ID: [redacted]

Once the work is completed the reimbursement request shall be summarized in a report and accompanied by the following documentation:

1. Invoices, receipts or other acceptable evidence of payment from suppliers and licensed contractor(s) that have been marked "paid in full." Proposals for "work to be completed" or "bids" are not considered proper documentation.
    a. Each item must be supported by a cancelled check showing the face of the check, as well as the back of the cancelled check. The only forms of cash payments that are acceptable as evidence of payments are cashier's checks and bank transfers. A copy of the cashier's check to the payee must be provided as proof of payment. If payment is being made by a bank transfer, a copy of the statement from both payer and payee showing the transaction and/or copy of the email/text verification from both parties.
    b. Electronic payments must be in the name of the applicant and show the transaction date, amount, account name and recipient of payment.
2. Copy of City of Boynton Beach and Palm Beach County licenses (Business Tax Receipt).
3. For partial reimbursement requests, a Partial Release of Lien from licensed contractors must be submitted.
4. For the final reimbursement request, the following must also be submitted:
    a. A "final release of lien" signed by each licensed contractor(s). See attached Sample of a Final Release of Lien form.
5. A minimum of 4 color digital "after" photos of the project.
6. A copy of the Certificate of Occupancy/Completion.
7. All in project costs to open or renovate the business for reporting of public to private dollar match

By submitting the final reimbursement request, the applicant warrants that all bills for which applicant is directly responsible related to the project are paid in full including, but not limited to, all contractors, labor, materials, related fees and permits.

Grantees may not submit work improvements for reimbursement that have been used as part of a reimbursement request for any other grant program offered by the BBCRA, City of Boynton Beach, Palm Beach County or the State of Florida. The Commercial Property Improvement Grant Program will only reimburse applicants for new expenditures that have not been submitted to other grant programs for reimbursement.

Initials JV

Authentisign ID: [redacted]

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including parties that performed work on the project. Nor shall issuance of a grant result in any obligation on the part of the BBCRA to any third party. The BBCRA is not required to verify that entities that have contracted with the applicant have been paid in full, or that such entities have paid any subcontractors in full. Applicant's warranty that all bills related to the Project for which the applicant is directly responsible have been paid is sufficient assurance for the BBCRA to award grant funding

Initials JV

Authentisign ID: [redacted]

APPLICANT INFORMATION

BUSINESS INFORMATION:

Business Name (d/b/a if applicable):
Potiwa Pizza LLC

Current Business Address:
96 NW 87TH ST MIAMI, FL 33150

Fed ID#: 83-1380586

Business Phone Number: (305) 456-5152 Cell: 786-487-7227

Website: _____

Existing Business: Yes X No _____ Number of years in existence: 10 yrs

Time at Current Location: 1 year New Business to Boynton Beach: Yes X

Do you have an executed lease agreement: Yes X No ___ If so, monthly base rent: _____

New Business Address (if applicable):

_____

_____

Square footage of current location: 976 Square footage of new location: 947

Type of Business: Full service Restaurant

Tier 1 Business: x Tier 2 Business: ☐ Tier 3 Business: ☐

(Tier Classification subject to BBCRA Board Approval)

Number of Employees: TBD Hours of Operation: 10 AM - 9:00 PM

List of improvements seeking reimbursement for: Please see attached plan

_____

Requested grant amount for design fees: 60000 and property improvements: 60000

Authentisign ID: [redacted]

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

PRINCIPAL/OWNER INFORMATION:
(If more than 4 principals/owners additional sheets may be used)

1. Principal/Owner Name: Jude Vaillant
   Date of Birth: 03/01/1978 Email: potiwapizza@gmail.com
   Residential Address:
   96 NW 87th Steet El Portal, Florida 33150
   Cell Phone Number: 786-487-7227

2. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   Cell Phone Number: _____

3. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   Cell Phone Number: _____

4. Principal/Owner Name: _____
   Date of Birth: _____ Email: _____
   Residential Address:
   Cell Phone Number: _____

Are you applying for grant assistance under any other program offered by the BBCRA?

Yes ___X___ No _____ If yes, what additional programs are you applying for:
Property Improvement Grant

Authentisign ID: [redacted]

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

Are you receiving grant assistance under any other governmental agencies: Yes __ No X__

If yes, list any additional grant sources and amounts:

_____

LANDLORD INFORMATION:

Landlord Name: Lewis Swezy

Landlord's Mailing Address:
7735 NW 146 Street, Suite 306 Miami Lakes, FL 33016

Landlord's Phone Number:
786-399-4210

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Commercial Property Improvement Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized to the maximum extent permitted by law for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Property Improvement Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I

Initials JV

Authentisign ID: [redacted]

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer in furtherance of the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the BBCRA to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the BBCRA or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

Initials JV

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

APPLICANT INFORMATION

APPLICANT SIGNATURES:

1. Jude Vaillant — 03/04/24
Principal/Owner's Signature — Date
Jude Vaillant
Printed Name — Title

2. _____ — _____
Principal/Owner's Signature — Date
_____ — _____
Printed Name — Title

3. _____ — _____
Principal/Owner's Signature — Date
_____ — _____
Printed Name — Title

4. _____ — _____
Principal/Owner's Signature — Date
_____ — _____
Printed Name — Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida
COUNTY OF Miami-Dade

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Jude Vaillant, who is/are personally known to me or produced drivers license as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 4 day of March, 2024.

NOTARY PUBLIC
My Commission Expires: 10/31/2025

Notary Public State of Florida
Seanpatrick Carrasco
My Commission
HH 192492
Exp.10/31/2025

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Landlord does not object to the CRA paying all or part of Applicant's cost of build-out of property leased by Applicant from Landlord provided that said improvement shall be approved in advance by Landlord and shall meet all applicable codes.

LANDLORD INFORMATION

LANDLORD SIGNATURES:

1. _____ 01/31/2024
Landlord's Signature — Date
Lewis V. Swezy — Manager of Manager
Printed Name — Title

2. _____
Landlord's Signature — Date
_____
Printed Name — Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF Florida
COUNTY OF Miami-Dade

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Lewis V. Swezy, who is/are personally known to me or produced _____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 31st day of January, 20 24.

_____
NOTARY PUBLIC
My Commission Expires:

Notary Public State of Florida
Carol E Morales
My Commission HH 345994
Expires 1/3/2027

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser
We Value What You Value

PAPA Home

Search by Owner, Address or Parcel

View Property Record

Owners

WELLS LANDING APARTMENTS LLC

Property Detail

Location	137 E MARTIN LUTHER KING JR BLVD
Municipality	BOYNTON BEACH
Parcel No.	08434521240000010
Subdivision	MEEKS ADD TO BOYNTON IN
Book	31005 Page 1515
Sale Date	NOV-2019
Mailing Address	7735 NW 146TH ST STE 306 HIALEAH FL 33016 1583
Use Type	1000 - VACANT COMMERCIAL
Total Square Feet	0

Sales Information

Sales Date	Price
NOV-2019	10
DEC-2009	105455
MAY-2004	10
APR-2004	0
FEB-1983	100

Appraisals

Tax Year	2023
Improvement Value	$18,786
Land Value	$609,989
Total Market Value	$628,775

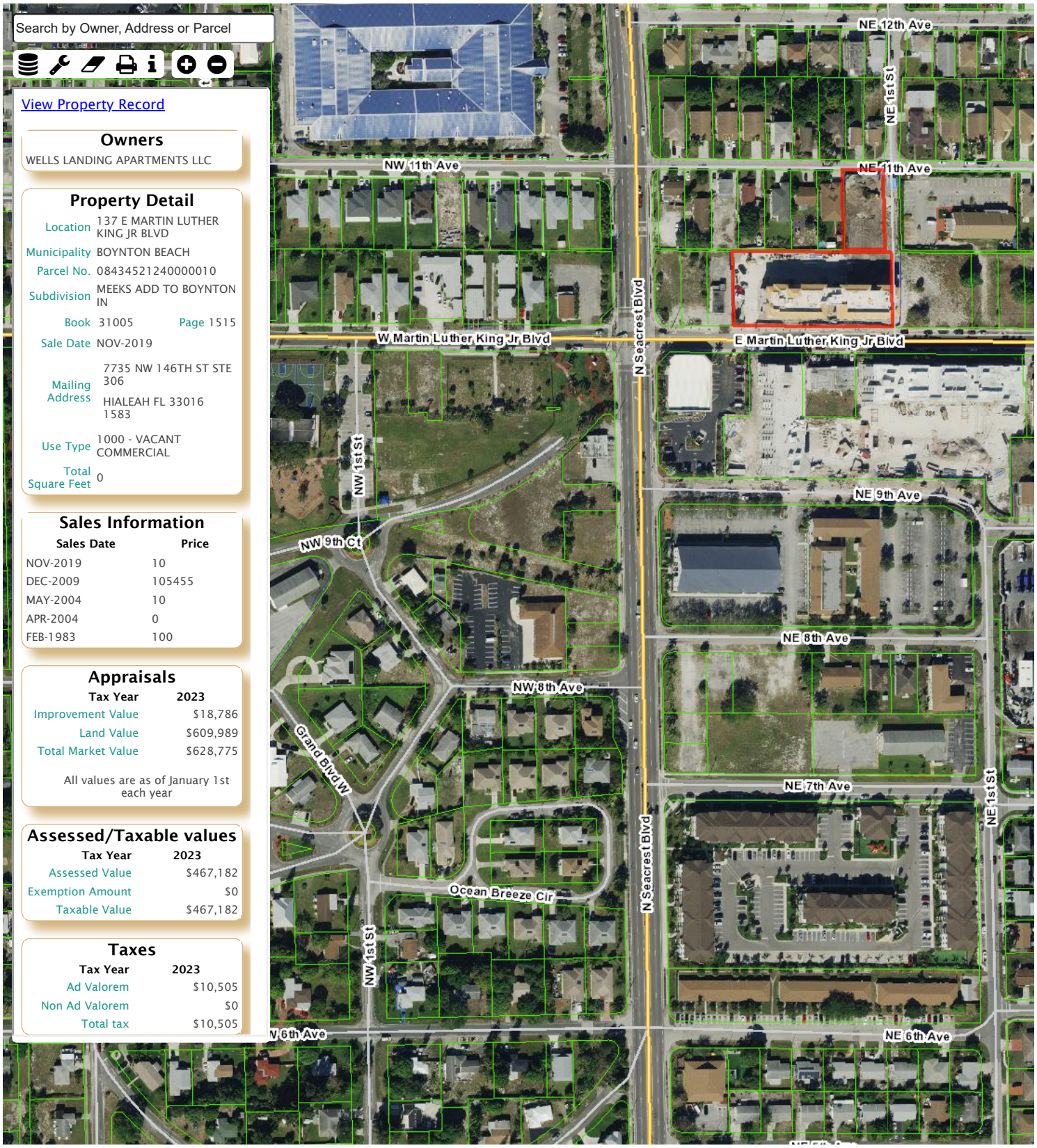
All values are as of January 1st each year

Assessed/Taxable values

Tax Year	2023
Assessed Value	$467,182
Exemption Amount	$0
Taxable Value	$467,182

Taxes

Tax Year	2023
Ad Valorem	$10,505
Non Ad Valorem	$0
Total tax	$10,505



From:	Nicklien, Bonnie
To:	Lucika Suarez
Cc:	Pot"iwa Pizza
Subject:	RE: BBCRA Grant Extension Request
Date:	Tuesday, July 08, 2025 2:41:00 PM
Attachments:	~WRD1411.jpg image001.png image002.png image003.png image004.png image005.png image006.png image007.png Permit Info.JPG

Hi Lucika,

This email will suffice as the request. Potiwa Pizza has until November 4, 2025 to complete the project and submit for reimbursement.

From what I see in the City's permit system, there has only been an approved Change of Contractor for the mechanical portion of the work. I understand it that the General Contractor will need to submit their paperwork through the system before work can begin. You can touch base with Milton at the City to ask any specifics. As of now, the system shows Jorge as the GC with the mechanical contractor being Atlantic Coast. Work cannot begin until the new GC for the project has been filed with the City and all of the subcontractors (gas, plumbing, electrical) have also been updated in the system. See attached screen shot.

Hope this information helps!

I will update the file with the November 4th deadline.

Best Regards,
Bonnie

From: Lucika Suarez <lucikasuarez5@gmail.com>
Sent: Tuesday, July 08, 2025 1:52 PM
To: Nicklien, Bonnie <NicklienB@bbfl.us>
Cc: Pot'iwa Pizza <potiwapizza@gmail.com>
Subject: Re: BBCRA Grant Extension Request

This Message Is From an External Sender

This message came from outside your organization.

Good afternoon Bonnie,

I hope this email finds you well and you enjoyed your weekend. I wanted to let you know the change of contractor has been submitted and the plan revision for the space is in the final stages to be submitted to the city. We are expecting the construction to start next week or the following week. With that being said,we will definitely need an extension. What are our next steps?

On Tue, Jul 8, 2025 at 12:36 PM Pot'iwa Pizza <potiwapizza@gmail.com> wrote:

> ---------- Forwarded message ---------
> From: **Nicklien, Bonnie** <NicklienB@bbfl.us>
> Date: Tue, Jul 8, 2025 at 12:01
> Subject: BBCRA Grant Extension Request
> To: Pot'iwa Pizza <potiwapizza@gmail.com>
>
> Good Afternoon Jude,
>
> Hope you enjoyed your July 4th Holiday!
>
> In order to keep your Commercial Property Improvement Grant file in compliance, I need to provide a friendly reminder that you have 180 days from permit issuance to complete your project and submit for reimbursement. Your permit was issued on February 7, 2025 which means you have until August 6th to complete the project. You are eligible to request one 90-day extension via administrative approval if needed.
>
> Please submit your request to me in writing prior to August 6th so that I can approve the extension and update your file.
>
> Feel free to reach out with any questions.
>
> Best Regards,
> Bonnie
>
> Bonnie Nicklien
> Grants and Project Manager

Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258
NicklienB@bbfl.us | https://www.boyntonbeachcra.com

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law, and all correspondence to me via email may be subject to disclosure. Under Florida law, email addresses are public records. Therefore, your email communication and your email address may be subject to public disclosure

--

Best Regards,

Lucika Lambert Suarez

Florida Licensed Realtor # SL3477196
Ph: 561-336-1292
Don't judge each day by the harvest you reap, but by the seeds you plant. -Robert L. Stevenson

From: Lucika Suarez
To: Nicklien, Bonnie
Cc: Pot"iwa Pizza
Subject: Re: Grant Extension Request
Date: Monday, October 20, 2025 2:10:57 PM
Attachments: image508581.png
image877227.png
image093015.png
image287208.png
image651224.png
image533311.png
image173413.png

This Message Is From an External Sender
This message came from outside your organization.

Good afternoon Bonnie,

Jude, would like to formally request an extension for the Commercial Property Improvement Grant. We are requesting a 120-day extension to allow more time to begin construction and obtain our Certificate of Occupancy.

On Mon, Oct 20, 2025 at 9:11 AM Nicklien, Bonnie <NicklienB@bbfl.us> wrote:

> Good Morning Jude,
>
> As a follow-up to my email below, I also wanted to add that you may request 50% reimbursement for the additional design fees at the November 10, 2025 Board meeting.
>
> Grant recipients are eligible to request 50% reimbursement of eligible design fees up to $10,000. The previous grant request was $4,125 which was issued in full on July 17, 2024.
>
> If you would like to make the request for the November 10th meeting, please provide the request in writing by October 24th and provide the invoice with the scope of work as well as a copy of the revised plans. The request would be 50% of your invoice and be reimbursed at the time of permit submission.
>
> Friendly reminder, I will also need the information for the email below regarding a grant extension no later than October 24th.
>
> Please reach out with any questions.

Best Regards,

Bonnie

Bonnie Nicklien
Grants and Project Manager
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258
NicklienB@bbfl.us | https://www.boyntonbeachcra.com

America's Gateway to the Gulfstream

Please be advised that Florida has a broad public records law, and all correspondence to me via email may be subject to disclosure. Under Florida law, email addresses are public records. Therefore, your email communication and your email address may be subject to public disclosure

---

From: Nicklien, Bonnie
Sent: Thursday, October 09, 2025 1:49 PM
To: Pot'iwa Pizza <potiwapizza@gmail.com>
Subject: Grant Extension Request

Good Afternoon Jude,

Just a heads up -

The 90-day administrative extension for the Commercial Property Improvement Grant was provided in August 2025 and will therefore end in November 2025. I am not able to provide additional extensions – those have to be approved by the Board.

I recommend requesting a 120-day extension at the November 10, 2025 CRA Board meeting to allow more time to begin construction and obtain your Certificate of Occupancy.

Please provide a written request to me no later than October 24, 2025 so that I can add it to the agenda item.

The email will need to explain the current status of your build-out, your next steps and the request for additional time.

Please reach out with any questions.

Best Regards,

Bonnie

--
Best Regards,
Lucika Lambert Suarez
Florida Licensed Realtor # SL3477196
Ph: 561-336-1292
Don't judge each day by the harvest you reap, but by the seeds you plant. -Robert L. Stevenson

From: Pot"iwa Pizza
To: Nicklien, Bonnie; Rock Andre; almyrack@gmail.com; Lucika Suarez
Subject: Grant Extension For Potiwa Pizza Boynton Beach.
Date: Friday, February 27, 2026 1:00:02 PM

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Good afternoon,

Thank you for the update regarding the Commercial Property Improvement Grant expiration date of March 1, 2026.

I am writing to formally request an additional extension of 120 days to allow sufficient time to complete the project and submit all required documentation for reimbursement.

Current Project Status:
The project is currently in the construction phase, with the following progress:
plans have been submitted for permitting, revised plans are being submitted, AC unit and duct work has been installed, drywall has gone up, hood unit has been delivered, and equipment selected and will is on order.

Construction Commencement Date:
October 2025

Estimated Completion Date:
June 15, 2026

While we have made meaningful progress, the acheitual plans were with the architect for revising. The additional time will ensure the project is completed in full compliance with all requirements and within the intended scope.

We respectfully request a 120-day extension to allow for completion and proper submission for reimbursement.

Please let me know if any additional documentation or clarification is needed prior to the March 9th CRA Board meeting. We appreciate the Board's continued support and consideration.

Thank you for your time and assistance.

Sincerely,
Potiwa Pizza

From: Nicklien, Bonnie
To: Lucika Suarez
Cc: Pot'iwa Pizza; Rock Andre; almyrack@gmail.com; Tack, Timothy; Mark Pietanza
Subject: RE: Grant Extension For Potiwa Pizza Boynton Beach.
Date: Tuesday, March 10, 2026 3:20:00 PM
Attachments: image001.jpg
image002.jpg
image003.jpg
image004.png
image005.png
image006.png
image007.png
image008.png
image009.png
image010.png
image011.jpg

Good Afternoon Jude,

At last night's meeting, the CRA Board made a motion to extend Potiwa Pizza's Commercial Property Improvement Grant 60-days from March 1, 2026 to April 30, 2026. The Board will reevaluate any additional extensions beyond the 60-days at their May 12th meeting.

Please provide a construction progress report by end of day April 30, 2026 so that the update can be provided to the Board for their review and consideration at the May 12th meeting.

Best Regards,
Bonnie

From: Nicklien, Bonnie
Sent: Friday, March 06, 2026 11:51 AM
To: 'Lucika Suarez' <lucikasuarez5@gmail.com>
Cc: 'Pot'iwa Pizza' <potiwapizza@gmail.com>; 'Rock Andre' <mrockandre@gmail.com>; 'almyrack@gmail.com' <almyrack@gmail.com>; Tack, Timothy <TackT@bbfl.us>; 'Mark Pietanza' <mp@atlanticcoastfire.com>
Subject: RE: Grant Extension For Potiwa Pizza Boynton Beach.

Hi Jude,

CRA legal will be adding the request for an extension to the March 9th agenda. Please attend the meeting to answer any questions the Board may have. The meeting will begin at 6 PM in Commission Chambers located on the south side of City Hall at 100 E. Ocean Avenue.

Best Regards,
Bonnie

From: Nicklien, Bonnie
Sent: Friday, March 06, 2026 8:32 AM
To: Lucika Suarez <lucikasuarez5@gmail.com>
Cc: Pot'iwa Pizza <potiwapizza@gmail.com>; Rock Andre <mrockandre@gmail.com>; almyrack@gmail.com; Tack, Timothy <TackT@bbfl.us>; Mark Pietanza <mp@atlanticcoastfire.com>
Subject: RE: Grant Extension For Potiwa Pizza Boynton Beach.

Good Morning,

I am not sure. Please coordinate with your general contractor and the City's Building Department 561-742-6000.

Best Regards,
Bonnie

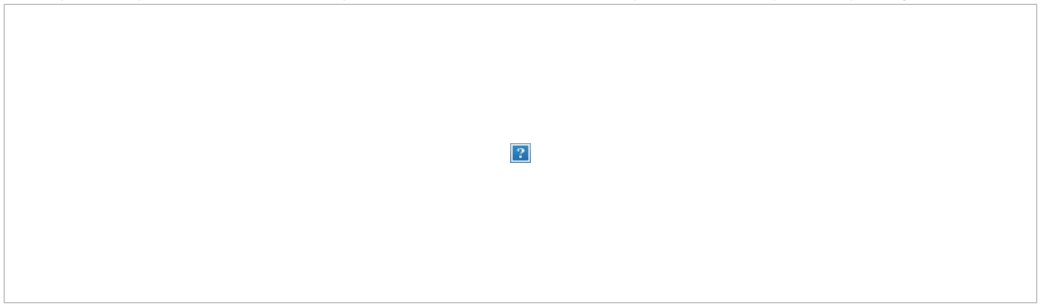
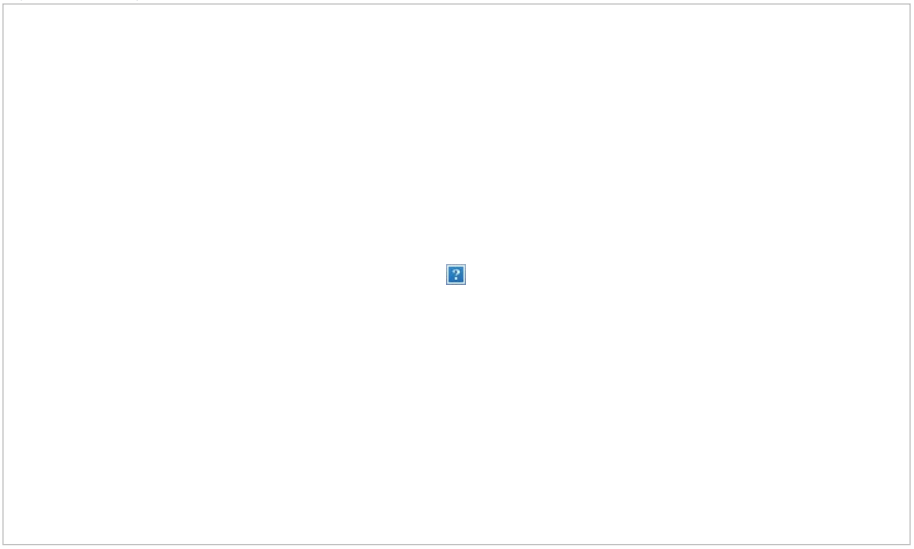
From: Lucika Suarez <lucikasuarez5@gmail.com>
Sent: Thursday, March 05, 2026 6:03 PM
To: Nicklien, Bonnie <NicklienB@bbfl.us>
Cc: Pot'iwa Pizza <potiwapizza@gmail.com>; Rock Andre <mrockandre@gmail.com>; almyrack@gmail.com; Tack, Timothy <TackT@bbfl.us>; Mark Pietanza <mp@atlanticcoastfire.com>

Subject: Re: Grant Extension For Potiwa Pizza Boynton Beach.

This Message Is From an External Sender
This message came from outside your organization.

Will do. I do have a follow up question when we change the contractor, will we then have to renew all the permits or is that the job of the contractor?

On Wed, Mar 4, 2026 at 3:28 PM Nicklien, Bonnie <NicklienB@bbfl.us> wrote:

> Hi Lucika,
>
> On August 6, 2025 all of the permits expired and were reinstated by Potiwa on October 8, 2025. On January 6, 2026 all of the permits expired again and remain expired as of today.
>
> 
>
> 
>
> In regards to the change of contractor, the master permit (aka general contractor) is currently under RS Construction (aka Centennial Management). The master permit (aka general contractor) was never changed when the unit was turned over to Potiwa in April 2025. The only change of contractor that was submitted and approved by the City was the sub-permit for mechanical.
>
> 
>
> Please let us know the plan to renew the permits and submit the change of contractor (aka general contractor) for the master permit.
>
> Thank you,
> Bonnie

Bonnie Nicklien
Grants and Project Manager
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258
NicklienB@bbfl.us | https://www.boyntonbeachcra.com



America's Gateway to the Gulf Stream

Please be advised that Florida has a broad public records law, and all correspondence to me via email may be subject to disclosure. Under Florida law, email addresses are public records. Therefore, your email communication and your email address may be subject to public disclosure

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From: Lucika Suarez <lucikasuarez5@gmail.com>
Sent: Wednesday, March 04, 2026 2:50 PM
To: Nicklien, Bonnie <NicklienB@bbfl.us>
Cc: Pot'iwa Pizza <potiwapizza@gmail.com>; Rock Andre <mrockandre@gmail.com>; almyrack@gmail.com; Tack, Timothy <TackT@bbfl.us>
Subject: Re: Grant Extension For Potiwa Pizza Boynton Beach.

This message came from outside your organization.

Hi,
the change in contractor was submitted on 9/14/2025 and the reinstatement on 10/8/2025.

On Wed, Mar 4, 2026 at 1:33 PM Nicklien, Bonnie <NicklienB@bbfl.us> wrote:

> Thank you for sharing. Please provide the current status for the change of contractor for your permit and when the permit will be reinstated.
>
> Bonnie Nicklien
> Grants and Project Manager
> Boynton Beach Community Redevelopment Agency
> 100 E. Ocean Ave. | Boynton Beach, Florida 33435
> 561-600-9090 | 561-737-3258
> NicklienB@bbfl.us | https://www.boyntonbeachcra.com
>
> 
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> America's Gateway to the Gulf Stream
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> **Please be advised that Florida has a broad public records law, and all correspondence to me via email may be subject to disclosure. Under Florida law, email addresses are public records. Therefore, your email communication and your email address may be subject to public disclosure**
>
> ---
>
> **From:** Lucika Suarez <lucikasuarez5@gmail.com>
> **Sent:** Wednesday, March 04, 2026 12:41 PM
> **To:** Nicklien, Bonnie <NicklienB@bbfl.us>
> **Cc:** Pot'iwa Pizza <potiwapizza@gmail.com>; Rock Andre <mrockandre@gmail.com>; almyrack@gmail.com; Tack, Timothy <TackT@bbfl.us>
> **Subject:** Re: Grant Extension For Potiwa Pizza Boynton Beach.

This message came from outside your organization.

Good morning Bonnie,

Please see the attached contract and updated scope of work.

On Tue, Mar 3, 2026 at 10:55 AM Nicklien, Bonnie <NicklienB@bbfl.us> wrote:

> Good Morning Jude,
>
> As a follow up, I have been advised by our legal team that we can walk this extension request on to the March 9th agenda if we receive the request for information by 5:00 PM on Thursday, March 5th.
>
> Best Regards,
> Bonnie

Bonnie Nicklien
Grants and Project Manager
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9090 | 561-737-3258
NicklienB@bbfl.us | https://www.boyntonbeachcra.com



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From: Nicklien, Bonnie
Sent: Monday, March 02, 2026 9:48 AM
To: Pot'iwa Pizza <potiwapizza@gmail.com>; Rock Andre <mrockandre@gmail.com>; almyrack@gmail.com; Lucika Suarez <lucikasuarez5@gmail.com>
Cc: Tack, Timothy <TackT@bbfl.us>
Subject: RE: Grant Extension For Potiwa Pizza Boynton Beach.

Hi Jude,

Thank you for your email.

In order for me to place this on the March 9th agenda, I need some additional information. Can you please provide the current contract detailing the revised scope of work/cost, provide the current status for the change of contractor for your permit and when the permit will be reinstated?

If I can receive this by noon today, I will place it on the March 9th agenda. Otherwise, we have to postpone the request to the April 14th agenda.

Thank you for your time,
Bonnie

From: Pot'iwa Pizza <potiwapizza@gmail.com>
Sent: Friday, February 27, 2026 1:00 PM
To: Nicklien, Bonnie <NicklienB@bbfl.us>; Rock Andre <mrockandre@gmail.com>; almyrack@gmail.com; Lucika Suarez <lucikasuarez5@gmail.com>
Subject: Grant Extension For Potiwa Pizza Boynton Beach.

You have not previously corresponded with this sender.

Good afternoon,

Thank you for the update regarding the Commercial Property Improvement Grant expiration date of March 1, 2026.

I am writing to formally request an additional extension of 120 days to allow sufficient time to complete the project and submit all required documentation for reimbursement.

Current Project Status:
The project is currently in the construction phase, with the following progress:
plans have been submitted for permitting, revised plans are being submitted, AC unit and duct work has been installed, drywall has gone up, hood unit has been delivered, and equipment selected and will is on order.

Construction Commencement Date:
October 2025

Estimated Completion Date:
June 15, 2026

While we have made meaningful progress, the acheitual plans were with the architect for revising. The additional time will ensure the project is completed in full compliance with all requirements and within the intended scope.

We respectfully request a 120-day extension to allow for completion and proper submission for reimbursement.

Please let me know if any additional documentation or clarification is needed prior to the March 9th CRA Board meeting. We appreciate the Board's continued support and consideration.

Thank you for your time and assistance.

Sincerely,
Potiwa Pizza

--
Best Regards,
Lucika Lambert Suarez
Florida Licensed Realtor # SL3477196
Ph: 561-336-1292
Don't judge each day by the harvest you reap, but by the seeds you plant. -Robert L. Stevenson

--
Best Regards,
Lucika Lambert Suarez
Florida Licensed Realtor # SL3477196
Ph: 561-336-1292
Don't judge each day by the harvest you reap, but by the seeds you plant. -Robert L. Stevenson

--
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Florida Licensed Realtor # SL3477196
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COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

NEW BUSINESS

AGENDA ITEM 15.A

SUBJECT:
Consideration of the Commercial Business Relocation Grant Program Guidelines and Application for Fiscal Year 2025-2026

SUMMARY:

The Commercial Business Relocation Grant Program is designed to mitigate displacement impacts resulting from redevelopment activities within the BBCRA area and to preserve economic continuity by supporting the relocation of eligible businesses within the BBCRA boundary.

The program is designed to reduce the financial burden placed on established businesses that must move through no fault of their own and to ensure continuity of operations within the BBCRA area or within the city limits of Boynton Beach. By assisting with reimbursable relocation costs, the BBCRA aims to retain valued businesses, activate commercial spaces, and maintain a strong and diverse economic environment. This initiative is in line with the BBCRA's ongoing commitment to stimulate economic growth and enhance business visibility within the BBCRA area, in accordance with the BBCRA Community Redevelopment Plan.

Grant Program Objectives:

- **Purpose:** To support commercial businesses that must relocate due to redevelopment activities within the BBCRA area. The program provides financial assistance to offset eligible moving expenses to help displaced businesses reestablish operations, minimize disruptions, and maintain economic vitality within the community.
- **Reimbursement:** Commercial businesses can apply for reimbursement of relocation-related expenses, including but not limited to security deposits, application fees, moving services, and utility reconnection fees. Funds are provided upon submission of paid invoice and proof of payment.
- **Maximum Grant Amount:**
  - Up to $10,000 per applicant for businesses relocating within the city limits of Boynton Beach.
  - Up to $15,000 per applicant for businesses relocating within the BBCRA area.

- **Approval of Funding:** Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Eligibility Requirements:

Applicants must meet all of the following requirements to be considered eligible to receive grant funding. For the purpose of this application the current location and new location are defined as follows:

Current Location: *The existing business address where the applicant is legally operating at the time of the application. The current location must be an active commercial business location within the BBCRA area and associated with a valid business tax receipt, lease, or proof of ownership. The current location refers to the premises from which the business is relocating.*

New Location: *The future business address where the applicant intends to relocate or establish operations using grant assistance. The new location must be a commercial property located within the BBCRA area or city limits of Boynton Beach and must be secured through a signed lease agreement, property ownership documentation, or executed letter of intent prior to grant approval or reimbursement, as required by the program guidelines.*

- Current commercial business must be located within the BBCRA Area
- Demonstrate displacement directly resulting from:
    - Public or private redevelopment projects
    - Property acquisition, redevelopment, or lease termination tied to redevelopment activity
- Applicant must relocate to another commercial property within the BBCRA area or city limits of Boynton Beach.
- Applicant must be the business entity (or d/b/a) named and the principal owners named on the corporation documents.
- Must provide proof that the business is properly licensed by all necessary levels of government and professional associations or agencies (copies of city and county licenses).
- Non-profit and residentially zoned properties are not eligible.
- The Commercial Business Relocation Grant Program may only be used once every five years by any one specific business entity or business owner.
- Applicants must have an executed multi-year lease with at least two years remaining on the lease at the time of BBCRA Board approval.
- Proposed leases must be executed within 30 days of BBCRA Board approval or the grant award is terminated.
- Eligible expenses completed and paid for by the applicant more than 60 days prior to grant approval by the BBCRA Board are not eligible for reimbursement under the grant program. A complete application must be received within 60 days of payment in order for

an expense to be eligible for reimbursement. Once a complete application is received, the application will be placed on the next available agenda for review and potential approval.
- Applicant must be current and in good standing on all utility accounts with the City of Boynton Beach at the time of application and throughout the grant review and reimbursement process. Applicants with delinquent utility accounts or outstanding balances will not be eligible to receive grant funding until all accounts are brought current.
- Grant funds may not be used to pay late fees, penalties, interest charges, or any past-due utility balances.
- Grant funds are intended to support pre-approved, eligible expenses and may not be applied towards previously incurred debts or outstanding financial obligations.

Eligible Expenses for Reimbursement:

Reimbursable expenses eligible for funding under this grant are limited to:

- **Moving Expenses**
  - Moving and transportation costs, including insurance coverage, for professional and self-service options
  - Packing and unpacking services
  - Packing materials (boxes, crates, pallets, wrapping, tape, etc.)
  - Disassembly, reassembly, and installation of furniture, shelving, fixtures, and equipment
  - Insurance coverage for equipment during transport
  - Temporary storage of equipment or furniture (up to 90 days)
  - Utility connection or activation fees

- **Utility or Professional Service Fees**
  - Utility and technology connection and/or installation deposits (Internet, cable, phone, POS systems, security system, electric, water, etc.)

- **Lease Related Fees**
  - Lease application fees for the new commercial location
  - Legal or real estate fees related to lease negotiation or relocation
  - Security deposits required to secure a new lease

FY 2025-2026 Funding

If approved, staff recommends reallocation of $75,000 from the Business Development Promotions budget to fund the program for the remainder of the fiscal year.

Attachment I - Grant Program Rules & Regulations
Attachment II - Presentation of Grant Program

FISCAL IMPACT:
FY 2025-2026 Budget, Project Fund 02-58500-480, $75,000

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach CRA Community Redevelopment Plan

CRA BOARD OPTIONS:
1. Approve the FY 2025-2026 Commercial Business Relocation Grant Program and Application as presented, pending any final review from CRA legal counsel.

2. Do not approve the FY 2025-2026 Commercial Business Relocation Grant Program and Application as presented.

3. Provide alternative direction based on CRA Board discussion.

ATTACHMENTS:

Description

- Attachment I - Grant Program Rules & RegulationsÂ
- Attachment II - Presentation of Grant Program

October 1, 2025 – September 30, 2026

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL BUSINESS RELOCATION GRANT PROGRAM

Program Rules and Regulations

The Commercial Business Relocation Grant Program is designed to mitigate displacement impacts resulting from redevelopment activities within the Boynton Beach Community Redevelopment Agency (BBCRA) area and to preserve economic continuity by supporting the relocation of eligible businesses within the BBCRA boundary and city limits of Boynton Beach.

The program is designed to reduce the financial burden placed on established businesses that must move through no fault of their own and to ensure continuity of operations within the BBCRA area and/or city limits of Boynton Beach. By assisting with reimbursable relocation costs, the BBCRA aims to retain valued businesses, activate commercial spaces, and maintain a strong and diverse economic environment. This initiative is in line with the BBCRA's ongoing commitment to stimulate economic growth and enhance business visibility within the BBCRA area, in accordance with the BBCRA Community Redevelopment Plan.

The BBCRA reserves the right to approve or deny any Commercial Business Relocation Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the BBCRA Area.

The BBCRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statute, Chapter 119. Any documents provided by the Applicant(s) may be produced by the BBCRA upon receipt of a public records request, subject to any exemptions provided by Florida Law. In these program documents, the effort of relocation may be referred to as the "project," and the costs associated with relocation may be referred to as "project costs."

Initials_____

Key Highlights and Benefits

- **Purpose:** The purpose of the program is to support commercial businesses that must relocate due to redevelopment activities within the BBCRA area. The program provides financial assistance to offset eligible moving expenses to help displaced businesses reestablish operations, minimize disruptions, and maintain economic vitality within the community.
- **Reimbursement:** Commercial businesses can apply for reimbursement of relocation-related expenses, including but not limited to security deposits, application fees, moving services, and utility reconnection fees. Funds are provided upon submission of paid invoice and proof of payment.
- **Maximum Grant Amount:** The maximum reimbursable amount under this program is:
    - Up to $10,000 per applicant for businesses relocating within the city limits of Boynton Beach.
    - Up to $15,000 per applicant for businesses relocating within the BBCRA area.
- **Approval of Funding:** Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Incentive Funding

The Commercial Business Relocation Grant Program offers financial assistance to commercial business owners in the form of a reimbursable grant for 100% of eligible expenses, up to $15,000, associated with relocation to a new commercial operating space located within the BBCRA area or city limits of Boynton Beach.

Eligibility Requirements

Applicants must meet all of the following requirements to be considered eligible to receive grant funding. For the purpose of this application the following definitions apply:

Current Location: means the existing business address where the applicant is legally operating at the time of the application. The current location must be an active commercial business location within the BBCRA area and associated with a valid business tax receipt, lease, or proof of ownership. The current location refers to the premises from which the business is relocating.

New Location: means the future business address where the applicant intends to relocate or establish operations using grant assistance. The new location must be a commercial property located within the BBCRA area or city limits of Boynton Beach and must be secured through a signed lease agreement, property

Initials_____

ownership documentation, or executed letter of intent prior to grant approval or reimbursement, as required by the program guidelines.

Redevelopment: means a project by a party other than an applicant that is going to result in either new construction of, or significant physical improvements to, the property containing the current location, such that the applicant cannot reasonably remain at its current location. Any such new development or improvement project that is funded by the BBCRA in an amount greater than $100,000 constitutes "redevelopment"

- The Current Location of the commercial business must be located within the BBCRA Area (see Attachment I).
- Applicants must demonstrate displacement directly resulting from:
    - Public or private redevelopment projects
    - Property acquisition, redevelopment, or lease termination tied to redevelopment activity
- Applicants must relocate to another commercial property within the BBCRA area or city limits of Boynton Beach.
- Applicants must be the business entity (or d/b/a) named and the principal owners named on the corporation documents.
- Applicants must provide proof that the business is properly licensed by all necessary levels of government and professional associations or agencies (copies of city and county licenses).
- Non-profit and residentially zoned properties are NOT eligible.
- The Applicant's Experian consumer credit report must reflect an acceptable level of financial stability, as determined in the sole discretion of the BBCRA. A copy of the consumer report will be provided to the applicant upon request. Applicants must have an Experian credit score of 601 or higher and have no listed history of bankruptcy to be eligible. If there is more than one business owner, the majority of the business owners must have credit scores of 601 or higher to be eligible.
- The Commercial Business Relocation Grant Program may only be used once every five years by any one specific business entity or business owner.
- Applicants must have an executed multi-year lease for their current location with at least two years remaining on the lease at the time of BBCRA Board approval. Applicants must also have been in their current location for at least two years prior to applying.

Initials_____

- Proposed leases must be executed within 45 days of BBCRA Board approval or the grant award is terminated.
- Eligible expenses completed and paid for by the applicant more than 60 days prior to grant approval by the BBCRA Board are not eligible for reimbursement under the grant program. A complete application must be received within 60 days of payment for an expense to be eligible for reimbursement. Once a complete application is received, the application will be placed on the next available agenda for review and potential approval.
- BBCRA Board approval of this grant results only in funding. Approval of BBCRA grant funding is NOT approval of any type of City processes including, but not limited to, business tax receipts, permits, or zoning approvals. Applicants must apply through the appropriate departments at the City. It is the responsibility of the applicant to obtain all necessary City approvals.
- Grant funding amounts will be based on the applicant's project budget, specified at the time of the BBCRA Board approval, plus an added 20% contingency funding amount (for a total not to exceed the maximum eligible grant amount).
- Grant funds will be reimbursed exclusively for approved eligible expenses and approved change orders.
- Applicants must be current and in good standing on all utility accounts with the City of Boynton Beach at the time of application and throughout the grant review and reimbursement process. Applicants with delinquent utility accounts or outstanding balances will not be eligible to receive grant funding until all accounts are brought current.
- Grant funds may not be used to pay late fees, penalties, interest charges, or any past-due utility balances.
- Grant funds are intended to support pre-approved, eligible expenses and may not be applied towards previously incurred debts or outstanding financial obligations.
- Grantees shall allow the BBCRA the rights and use of photos and project application materials.
- If BBCRA approves grant funding, the request for reimbursement must be submitted within 120 days of Board approval.
- Prior to the execution of this Agreement, or any renewal and/or extension thereto, the Grantee 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

Initials_____

shall be documented using an Anti-Human Trafficking Affidavit as provided by the BBCRA.

Eligible Expenses for Reimbursement

Reimbursable expenses eligible for funding under this grant are limited to:

- **Moving Expenses**
  - Moving and transportation costs, including insurance coverage, for professional and self-service options
  - Packing and unpacking services
  - Packing materials (boxes, crates, pallets, wrapping, tape, etc.)
  - Disassembly, reassembly, and installation of furniture, shelving, fixtures, and equipment
  - Insurance coverage for equipment during transport
  - Temporary storage of equipment or furniture (up to 90 days)
- **Utility or Professional Service Fees**
  - Utility and technology connection and/or installation deposits (Internet, cable, phone, Point-Of-Sale systems, security system, electric, water, etc.)
- **Lease Related Fees**
  - Lease application fees for the new commercial location
  - Legal or real estate fees related to lease negotiation or relocation
  - Security deposits required to secure a new lease

Ineligible Expenses for Reimbursement

The Commercial Business Relocation Grant Program is intended solely to reimburse eligible moving, utility reconnection expenses, and certain lease related fees associated with relocating a business due to redevelopment activities.

The following expenses are not reimbursable under this program:

- Rent or mortgage payments
- Property acquisition costs
- Interior tenant improvements or commercial build-out

Initials_____

- Renovation, remodeling, or structural improvements to the new location
- Furniture, fixtures, or equipment purchases
- Inventory purchases or replacement of inventory
- Payroll, employee wages, or staffing costs
- Lost revenue due to business interruptions
- Marketing, advertising, or promotional expenses
- Technology upgrades or new equipment purchases
- Insurance costs unrelated to moving services
- Vehicle purchases or transportation equipment
- Any expense not directly related to the physical move or utility reconnection

Note: This list is not exhaustive. Businesses are encouraged to consult with the BBCRA before incurring expenses if there is any uncertainty about eligibility. All expenses must be pre-approved by the BBCRA prior to reimbursement.

Applicants seeking assistance for other business-related expenses, such as rent reimbursement, property improvement, or marketing, are encouraged to inquire about other grant programs offered by the BBCRA that may provide financial assistance for those activities.

Information about additional grant opportunities may be obtained by contacting BBCRA staff or clicking on the following links:

- **Commercial Property Improvement Grant Program**
- **Commercial Rent Reimbursement Grant Program**
- **Commercial Business Marketing Grant Program**

Ineligible Businesses

The following businesses are considered ineligible for assistance under the Commercial Business Relocation Grant Program:

- Massage/Personal Services
- Firearm Sales/Shooting Range
- Religion-Affiliated Retail Stores
- Non-profit organizations
- Check Cashing Stores
- Kava Tea Bars
- Adult Entertainment
- Adult Arcades
- Pawn Shops
- Convenience Store
- CBD Retail Stores, etc.
- Churches/places of worship
- Medical Research Centers/Housing
- Tattoo Shops / Body Piercing / Body Art Shops
- Liquor Stores
- Vapor Cigarette
- E Cigarette Stores

Initials_____

- Alcohol and/or Drug Rehabilitation Centers/Housing
- Auto Services Facilities – repair, storage, sales, etc.
- Political offices, campaign headquarters, or other businesses focused on politics or political operations
- Any other use that the BBCRA staff or BBCRA Board determine will not support the redevelopment of the BBCRA Area

Application Process

Applications can be submitted online at boyntonbeachcra.com (Prior to publishing update to direct Eventeny link). All applicants are required to meet with BBCRA staff in order to determine eligibility before submitting an application. Applications will not be considered until all required documentation is submitted to the BBCRA office.

Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the BBCRA Board.

Applicants must submit complete applications to the BBCRA via the online application portal for review and approval by the BBCRA Board. Applicants will be considered on a first-come, first-served basis. Application packets must include the following documentation:

1. A non-refundable fee of $100, which may be used to obtain a consumer credit report on the business and principal/owners of the business. Online payment options are provided on the online portal.
2. Provide a 2-3 sentence mission statement for the applying business entity. This will be used as a way to introduce the business to the BBCRA Board.
3. Provide a statement regarding the relocation/displacement from current location. Provide a lease termination letter from the landlord and/or other supportive documentation for relocation. If applicable, provide redevelopment details for current location (i.e. future project name; if there is a known site plan application) BBCRA staff may be able to help provide this information upon request.
4. Copy of the corporate documents for the applying business entity.
5. Copy of City and County Business Licenses (Business Tax Receipt). BTRs for the current location must be submitted at the time of application. BTRs for the new location are not needed at the time of application but will be required prior to reimbursement.

Initials_____

6. Copy of executed multi-year commercial lease agreement for the new location. Proposed leases must be executed within 45 days of Board approval or the grant award is terminated
7. Two years of corporate tax returns (for existing businesses only).
8. Two years of personal tax returns for the principal/owners (if no corporate tax returns).
9. Cost estimate(s) or invoice(s) for eligible relocation fees. It must list all project costs for which the applicant is requesting reimbursement. The project budget must provide the total cost of the project.
10. Number of total employees at current location and anticipated at new location.
11. A statement verifying that applicant is authorized to remove fixtures from the current location and, if applicable, that upon signing the lease for the new location is authorized to install such fixtures at the new location.
12. Initialed and signed Program Rules & Regulations (pages 1-16)
13. W-9 Form and Grant Intake Form
14. Anti-Trafficking Affidavit
15. Authorization to perform credit check for the business and each principal/owner of the business.

Lease Terms

If the applicant is a tenant, it must have a proposed or executed multi-year lease with a minimum of two years remaining on lease at the time of Board approval. The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented, including square footage and a drawing of the space;
- Description of utilities that are the tenant's responsibility;
- Rental rate and deposits along with terms of lease and methodology for future rent increases;
- Responsible party for interior and exterior repairs and/or improvements;
- Insurance requirements;
- Ability to terminate; and
- Consequences of default on the lease.

Initials_____

Approval of Funding Request

All required application documentation must be submitted no later than noon two weeks prior to the second Tuesday of the month. BBCRA staff will review the application to evaluate whether the project is eligible for reimbursement. If it meets these requirements, BBCRA staff will present the funding request to the BBCRA Board for review and potential approval.

The BBCRA Board meets on the second Tuesday of each month in Commission Chambers located in City Hall at 100 East Ocean Avenue, Boynton Beach, FL 33435. The schedule for BBCRA Board meetings can be obtained at www.boyntonbeachcra.com. Applicants will be notified of the date and time that their applications will be considered by the BBCRA Board.

The BBCRA recommends that applicants attend the BBCRA Board meeting during which the Board will consider their applications in order to answer any questions the BBCRA Board may have regarding their applications. BBCRA staff will notify the applicant of the BBCRA Board's approval or denial in writing.

Site Visits

BBCRA may conduct a site visit prior to transmitting the application to the BBCRA Board, and at the new site once relocation is complete. Staff may also conduct unannounced site visits before, during and after the project in order to determine and ensure compliance with the terms of the grant.

Procedures for Business Relocation Reimbursement

This portion of the program is designed as a reimbursable grant. All eligible expenses for which reimbursement is sought must be completed and paid for by the applicant prior to the release of BBCRA funds. Grant funding will be held until the business relocation is completed, and a City and County Business Tax Receipt for the new location has been issued, at which point the applicant may submit a reimbursement request. The BBCRA will provide reimbursement to the applicant upon submittal of a complete reimbursement request package.

All reimbursement requests and supporting documents must be submitted to the BBCRA (3) days prior to the grant expiration date. The BBCRA may refuse to issue grant funding if the submission is not received by the specified time.

Initials_____

Once the business relocation is completed the reimbursement request shall be summarized in a report and accompanied by the following documentation:

1. Invoices, receipts or other acceptable evidence of payment from landlords, utility companies, or other eligible moving related expenses that have been marked "paid in full" and describing the expenses paid Proposals for "work to be completed" or "bids" are not considered proper documentation. Payments in cash and/or cryptocurrency are not eligible for reimbursement.
    a. Each item must be supported by a cancelled check showing the face of the check, as well as the back of the cancelled check. The only forms of cash payments that are acceptable as evidence of payments are cashier's checks and bank transfers. A copy of the cashier's check to the payee must be provided as proof of payment. If payment is being made by a bank transfer, a copy of the statement from both payer and payee showing the transaction and/or copy of the email/text verification from both parties.
    b. Electronic payments must be in the name of the applicant and show the transaction date, amount, account name and recipient of payment.
2. Copy of City of Boynton Beach and Palm Beach County licenses (Business Tax Receipts).

By submitting the reimbursement request, the applicant warrants that all bills for which applicant is directly responsible related to the project are paid in full.

Grantees may not submit requests for reimbursement that have been used as part of a reimbursement request for any other grant program offered by the BBCRA, City of Boynton Beach, Palm Beach County, or the State of Florida. The Commercial Business Relocation Grant Program will only reimburse applicants for new expenditures that have not been submitted to other grant programs for reimbursement.

Discontinuation of Payment

The receipt of past payments does not guarantee future payments. The BBCRA retains the right to discontinue payments at any time at its sole and absolute discretion.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program's Rules/Requirements and Application.

NOTICE TO THIRD PARTIES: The grant application program does not create any rights for any parties, including landlords and parties that performed work on the property. Nor

Initials_____

shall issuance of a grant result in any obligation on the part of the BBCRA to any third party. The BBCRA is not required to verify that entities that have contracted with the applicant or applicant's landlord have been paid in full, or that such entities have paid any subcontractors in full. Applicant's submittal of verification that applicable payments have been cleared by the bank is sufficient assurance for the BBCRA to award grant funding.

CERTIFICATION AND WAIVER OF PRIVACY:

For purposes of this certification and waiver of privacy, the term "I" refers to the applicant and to all signatories below individually. By signing below, each signatory represents and confirms that he or she is authorized to sign on behalf of the applicant(s).

I, the undersigned applicant(s), certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the Boynton Beach Community Redevelopment Agency Commercial Business Relocation Grant Program, and it is true and complete to the best of my knowledge and belief.

I further certify that I am aware of the fact that I can be penalized to the maximum extent permitted by law for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the Boynton Beach Community Redevelopment Agency Commercial Business Relocation Grant Program Rules and Requirements.

I understand that this application is not a guarantee of grant assistance, and that award of grants is at the sole discretion of the Boynton Beach Community Redevelopment Agency Board. I understand that the purpose of the grant is to further the Boynton Beach Community Redevelopment Plan, and that the Boynton Beach Community Redevelopment Agency may decline my application for any legal reason, including the reason that granting the award will not further the Community Redevelopment Plan. Should my application be approved, I understand that the Boynton Beach Community Redevelopment Agency may, at its sole discretion, discontinue grant payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer in furtherance of the Boynton Beach Community Redevelopment Plan.

To the maximum extent possible, I hereby waive my rights to privacy and confidentiality for all matters contained in this application, and give my consent to the Boynton Beach Community Redevelopment Agency, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank,

Initials_____

employers or other public or private agency to disclose information deemed necessary to complete this application.

I specifically authorize the BBCRA to run a credit report as part of this application, and understand that information in my credit report, including a record of bankruptcy, may disqualify me from obtaining grant funding.

I give permission to the BBCRA or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will be not processed.

Business Information:

Business Name (and d/b/a if applicable): _____

_____

Boynton Beach Business Address: _____

_____

Applicant Contact Phone Number: _____

Initials_____

APPLICANT SIGNATURES:

1. _____
Principal/Owner's Signature Date

_____
Printed Name Title

2. _____
Principal/Owner's Signature Date

_____
Printed Name Title

3. _____
Principal/Owner's Signature Date

_____
Printed Name Title

4. _____
Principal/Owner's Signature Date

_____
Printed Name Title

Notary as to Principal/Owner's Signatures - Multiple notary pages may be used if signing individually

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared_____, who is/are personally known to me or produced_____ as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposed mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 20_____.

_____
NOTARY PUBLIC
My Commission Expires:

Initials_____

COMMERCIAL BUSINESS RELOCATION ASSISTANCE GRANT PROGRAM



Program Overview



- Support commercial businesses that must relocate due to redevelopment activities within the BBCRA area

- Provide financial assistance via a reimbursable grant to offset eligible moving expenses to help displaced businesses reestablish operations within Boynton Beach

Maximum Grant Amount

Two tiers to support businesses relocating within the city limits and within the BBCRA area.

TIER 1

CITY LIMITS

Up to $10,000

TIER 2

BBCRA AREA

Up to $15,000

Eligibility Requirements

- Current location must be in BBCRA area
- Must demonstrate displacement from redevelopment activity
- Must relocate within BBCRA area or city limits
- Must provide proof of business licensing
- Applicant must be a principal owner
- Must have Experian credit score of 601 or higher
- Must have an executed multi-year lease for current location with 2 years remaining
- Proposed lease must be executed within 45 days
- Expenses paid more than 60 days prior to grant approval are not reimbursable
- Grant funding will be based on applicant's project budget, plus 20% contingency
- Must be in good standing on all utility accounts with COBB
- Reimbursement requests must be submitted within 120 days of Board approval
- May only be used once every five years by one specific business entity or owner

Eligible Expenses

Utility or Professional Fees

Utility and technology connection and/or installation deposits for:

Internet
Cable
Point-of-Sale Systems
Security Systems
Electric
Water

Moving Expenses

Moving and transportation costs, including insurance
Packing/Unpacking Services

Packing Materials

Reassembly & Installation of Furniture & Equipment

Insurance coverage for equipment during transport

Temporary Storage (90 Days)

Lease Related Fees

Lease Application Fees

Legal or real estate fees related to lease negotiation or relocation

Security deposits

Ineligible Expenses

- Rent or Mortgage Payments
- Property Acquisition Costs
- Interior Tenant Improvements
- Commercial Build-Out
- Renovations or Remodeling
- Furniture or Equipment Purchases
- Inventory Purchases
- Payroll or Staffing Costs
- Lost Revenue
- Marketing or Advertising Expenses
- Technology Upgrades
- **Insurance Cost Unrelated to Moving**
- Vehicle Purchases
- New Equipment Purchases

Proposed Program Funding

Reallocate $75,000 within the FY 2025-2026 Business Development Budget to fund the grant program and assist approximately five (5) businesses.



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

NEW BUSINESS

AGENDA ITEM 15.B

SUBJECT:
Consideration of Fiscal Year 2025-2026 Budget Reallocation for Commercial Business Relocation Grant Program

SUMMARY:
As part of this agenda the CRA Board has discussed and approved the Commercial Business Relocation Grant Program.

In order to launch the grant program within fiscal year 2025-2026, budget funds need to be reassigned within the Project Fund.

The Business Development Program Fund (02-58500-480) has monies that have not been utilized due to the cancellation of some 2026 business promotional activations. If the Board desires, the funds for the Spring Market and Heart of Boynton District Holiday Light/Decor Installation can be reallocated within the same line item to provide $75,000 to fund the grant program.

FISCAL IMPACT:
FY 2025-2026 Budget, Project Fund reallocate $75,000 within line item 02-58500-480 to fund the Commercial Business Relocation Grant Program.

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
Approve the Budget Reallocation of $75,000 within line item 02-58500-480 to fund the Commercial Business Relocation Grant Program.

ATTACHMENTS:

	Description
•	Business Development Promotions Budget - Budget Reallocation

BOYNTON BEACH CRA
FY 2025 - 2026
BUSINESS DEVELOPMENT PROMOTIONS BUDGET - 02-58500-480

BUSINESS PROMOTIONS	TENATIVE DATES	2025/2026 BUDGET
ROCK THE BLOCK	Saturday, April 18, 2026	
100 NE 4th Street		
	Total Rock the Block	**$30,000**
SNAPSHOTS WITH SANTA		
Ocean Plaza - 640 East Ocean Avenue	Thursday, December 4, 2025	**$6,000**
Boynton Harbor Marina - 735 Casa Loma Blvd.	Thursday, December 11, 2025	**$6,000**
One Boynton - 1501. Federal Highway	Thursday, December 18, 2025	**$6,000**
	Total Snapshots with Santa	**$18,000**
HOLIDAY LIGHT/DECOR INSTALLATION	December 2025	
Dewey Park - 100 NE 4th Street		**$13,000**
Boynton Harbor Marina - 735 Casa Loma Blvd.		**$14,000**
Heart of Boynton District - MLK Jr. Blvd. & Secreast Blvd.		**$13,000**
	Total Holiday Light/Décor Installation	**$40,000**
	Reallocated for Grant Program	**($10,000)**
HOLIDAY BOAT PARADE	Friday, December 12, 2025	
Boynton Harbor Marina - 735 Casa Loma Blvd.		
	Total Holiday Boat Parade	**$30,000**
BOYNTON BEACH SPRING MARKET	Saturday, March 28, 2026	
	Total Boynton Beach Spring Market	**$65,000**
	Reallocated for Grant Program	**($65,000)**
ROCK THE PLAZA		
Ocean Plaza - 640 East Ocean Avenue	Saturday, May 16, 2026	**$20,000**
One Boynton - 1501 Federal Highway	Saturday, June 27, 2026	**$20,000**
Sunshine Square - 501 SE 18th Avenue	Saturday, August 8, 2026	**$20,000**
Ocean Palm Plaza - 1600 N. Federal Highway	Saturday, August 22, 2026	**$20,000**
	Total Rock the Plaza	**$80,000**
ROCK THE MARINA & MARINA MONTH	Saturday, June 6, 2026	
Boynton Harbor Marina - 735 Casa Loma Blvd.		
	Total Rock the Marina	**$50,000**
BOYNTON BEACH NIGHT MARKET	Friday, July 24, 2026 & Saturday, July 25, 2026	
Centennial Park & Amphitheater - 120 E. Ocean Avenue		
	Total Boynton Beach Night Market	**$150,000**
BON APPETIT BOYNTON BEACH - RESTAURANT MONTH	September 2026	
Locations TBD		
	Total Bon Appetit Boynton Beach	**$50,000**
EQUIPMENT & SUPPORT		**$68,000**
RIBBON CUTTING/GROUND BREAKINGS		**$28,000**
COMMERCIAL BUSINESS RELOCATION ASSISTANCE GRANT PROGRAM		**$75,000**
TOTAL COST OF BUSINESS PROMOTIONS		**$609,000**

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

NEW BUSINESS

AGENDA ITEM 15.C

SUBJECT:
Consideration of the Purchase of 221 NE 9th Avenue

SUMMARY:
CRA Staff has actively been pursuing the purchase of a vacant parcel located at 221 NE 9th Avenue (see Attachment I). The property is adjacent to multiple CRA lots which can be used to extend NE 2nd Street from E. Martin Luther King, Jr. Blvd. (south) to NE 9th Avenue (see Attachment II). If acquired, the property would help facilitate drainage issues in the area as part of the NE 2nd Street expansion and the Martin Luther King, Jr. Blvd. Streetscape Project.

221 NE 9th Avenue is located within the Heart of Boynton District (HOB) (see Attachment III). It is approximately 15,246 square feet (0.35 acres) and zoned R2-R2 Duplex, 10 DU/AC. The future land use would be mixed use low (MUL) with a development potential of 20 units per acre with a maximum height of 45'.

The Sellers have executed a Purchase and Sale Agreement at the appraised value of the property in the amount of $628,000.00 (see Attachments IV & V).

A comparable worksheet, with key property information, has been provided as Attachment VI. The comparisons include this property and current CRA owned properties within HOB.

If approved by the CRA Board due diligence will be performed as part of the purchasing process.

FISCAL IMPACT:
FY 2025-2026 Budget, Project Fund, Line Item 02-58200-401 remaining funds - $430,955.42. Additional funds will need to be reallocated by the Board.

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

CRA BOARD OPTIONS:
1. Approve the purchase of 221 NE 9th Avenue in the amount of $628,000 and allow the Chair to execute the Purchase and Sale Agreement.

2. Do not approve the purchase of 221 NE 9th Avenue.

3. Alternative direction as provided by the CRA Board.

ATTACHMENTS:

Description

- Attachment I - 221 NE 9th Ave Location Map.pdf
- Attachment II - 221 NE 9th Ave ROW Map.pdf
- Attachment III - Heart of Boynton District
- Attachment IV - Appraisal 221 NE 9 Avenue.pdf
- Attachment V - Purchase and Sale Agreement Seller Executed
- Attachment VI - HOB Comparables- April 2026.pdf

Search by Address, Owner, or PCN

Return

Property Info | Layers | Tools & Reports | Help

View Property Record | Print

OWNERS

NAPIER SUSAN K

WATERS SHIRLEY A &

PROPERTY DETAIL

LOCATION
221 NE 9TH AVE

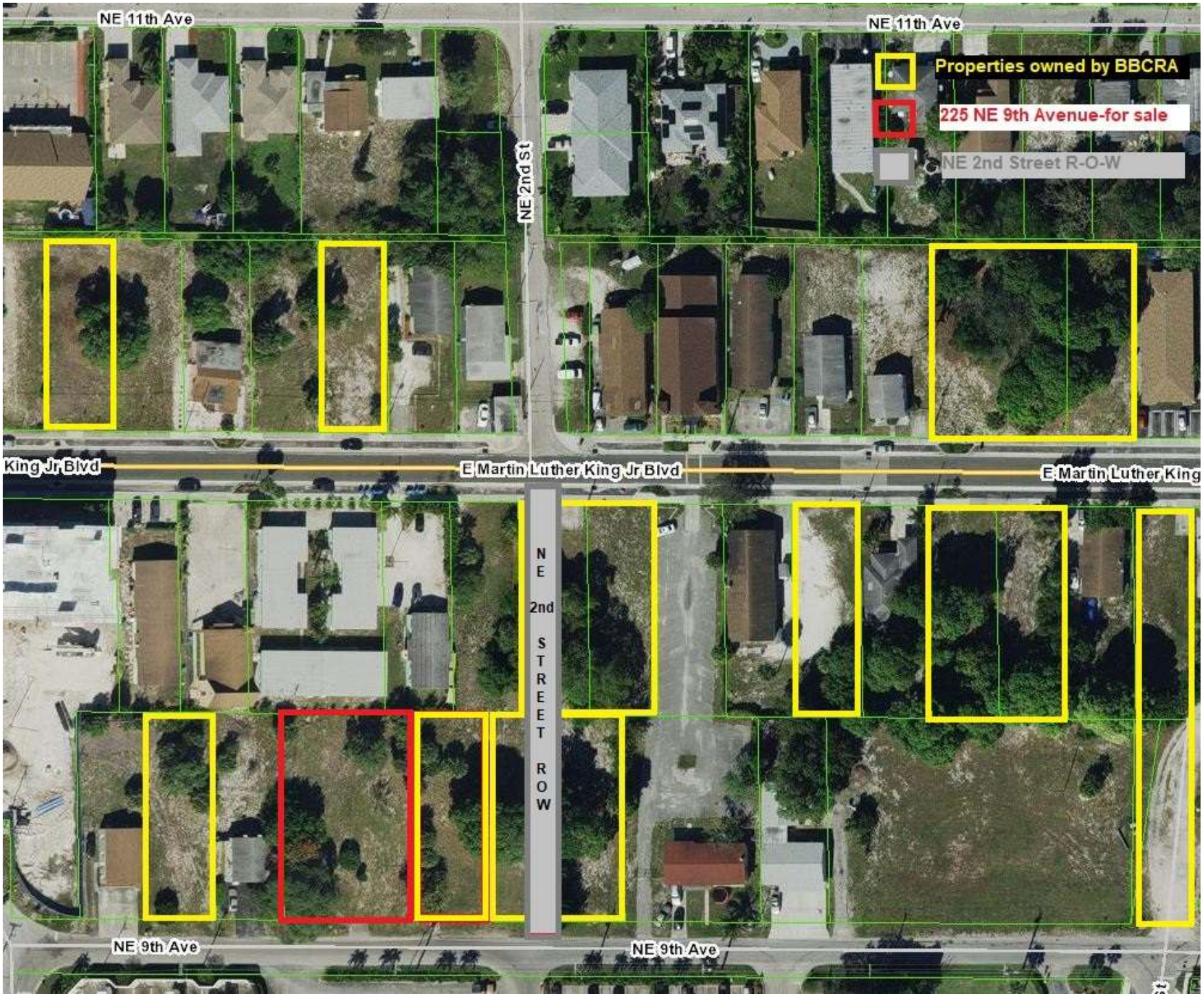
MUNICIPALITY
BOYNTON BEACH

PARCEL NO.
08-43-45-21-18-000-1670

SUBDIVISION
ARDEN PARK ADD

BOOK/PAGE
34566/1605




NE 11th Ave
NE 11th Ave
Properties owned by BBCRA
225 NE 9th Avenue-for sale
NE 2nd Street R-O-W
NE 2nd St
King Jr Blvd
E Martin Luther King Jr Blvd
E Martin Luther King
NE 2nd STREET ROW
NE 9th Ave
NE 9th Ave

Heart of Boynton District

Introduction
Planning Challenges
Planning Considerations
The Vision
Recommendations

Introduction

The Heart of Boynton District is a 380-acre neighborhood developed predominantly with single-family homes. The neighborhood has several parks, two public schools and numerous churches. Unfortunately, it has been the victim of disinvestment over the last 50 years. The two Census blocks of Tract 61 which encompasses this District have the median household income of $20,848, the lowest in the City.

To counter the decline of the neighborhood, in 2001 the CRA and City adopted the Heart of Boynton Community Redevelopment Plan. The Plan was updated in 2014 to reflect the achievements of the original plan and add new projects to reflect the current market conditions.

A number of recommendations of the original CRA Plan have been implemented, including:

- The demolition of the Cherry Hill public housing project
- The redevelopment of the Boynton Terrace site – Ocean Breeze West – into 21 single-family homes
- Redevelopment of Wilson Park and into Carolyn Sims Community Center
- Expansion of the Palmetto Greens Park
- Redevelopment of Sara Sims Park – Master Plan created, property acquired
- Streetscape Improvements on Seacrest Boulevard
- Redevelopment of Martin Luther King, Jr. Boulevard – Property acquired and Family Dollar developed
- Development of new housing – 60 new single family homes developed In partnership with nonprofits, the City and CRA.

The Heart of Boynton District is bounded by the C. Stanley Weaver (C-Canal) canal to the north, I-95 to the west, N.E. 3rd Avenue to the south and the FEC rail line to the east. The area is within walking distance of the Cultural and Downtown Districts.

A major arterial road—Seacrest Boulevard—runs through the neighborhood north/south. Martin Luther King, Jr. Boulevard, once lined with locally-owned businesses, runs east/west.

There are two public elementary schools in the neighborhood, Poinciana and Galaxy. Both schools are STEM schools (Science, Technology, Engineering and Math).

There are a number of parks and special use areas within the neighborhood, such as, Carolyn Sims Community Center, Galaxy Park and Scrub and Sara Sims Park.

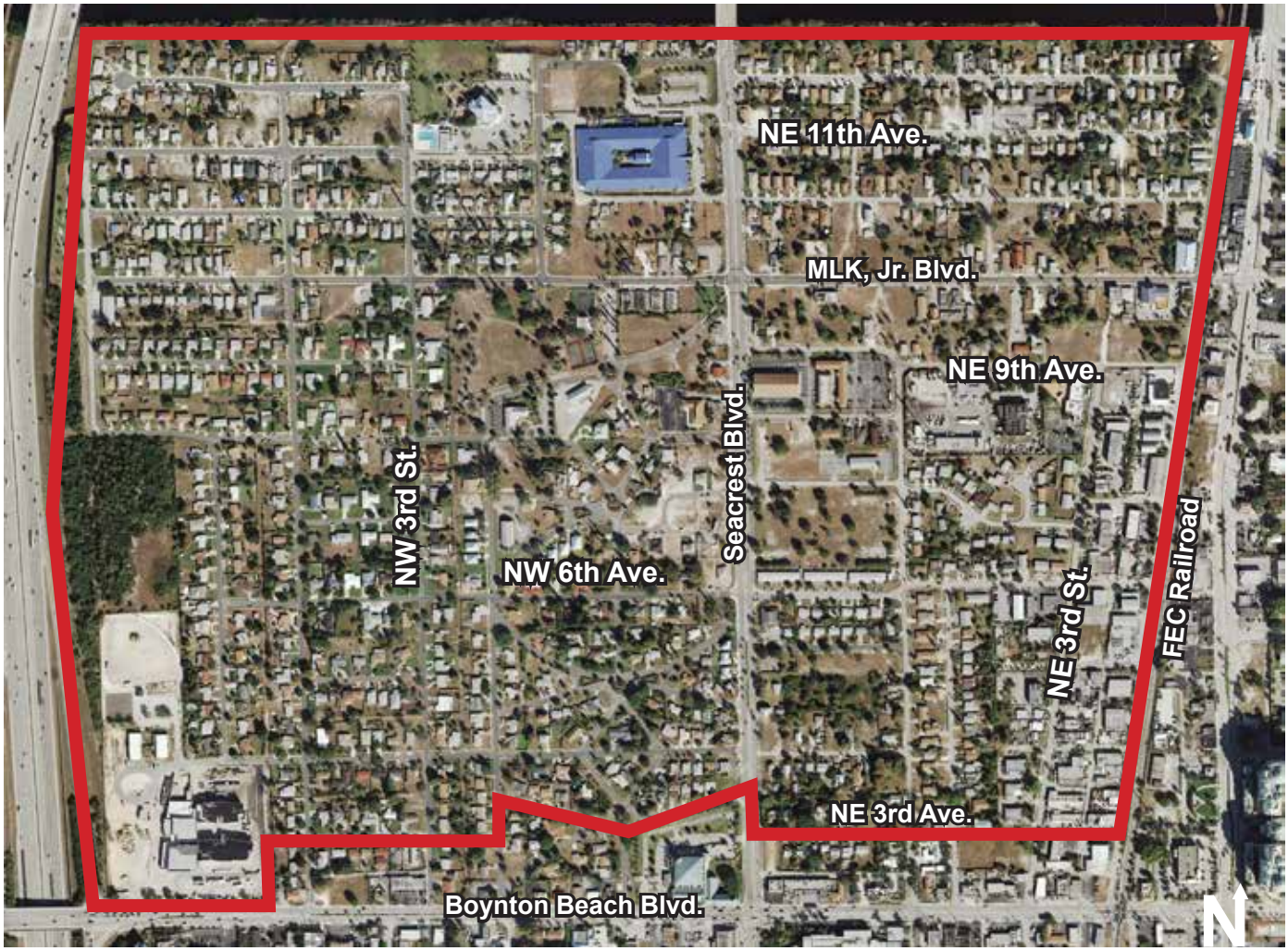


Figure 57: Heart of Boynton District Location Map

Planning Challenges

The Heart of Boynton area suffers from an aging and poorly maintained housing stock. The CRA and City, in partnership with local non-profits, continue to develop single-family homes, but there is a need for quality affordable multi-family rental housing. The problem is that—given low median household incomes—it cost more to build even modest apartments than many of the families can afford. This gap will has to be filled through some form of a subsidy.

Another major deterrent to private investment is the visible blight and crime. There are still a number of small convenience stores that allow loitering and illegal activities for all to see, discouraging people to buy homes or invest in businesses within the area.

The District is comprised of small parcels platted in the 1920's – 1930's, during Florida's land boom. The parcels are owned by many different people making assembly of a developable site very difficult and expensive. Moreover, many owners have an unrealistic sense of the value of their property.

Over the years, the neighborhood has lost most of their retailers and service providers. There is no full service grocery store and only one take-out restaurant. The majority of commercial use is represented by convenience stores. A new Family Dollar store at the corner of Martin Luther King, Jr. Boulevard and Seacrest Boulevard has been a welcome addition, but there is a need for more retail services.

The neighborhood is bifurcated by a four-lane Seacrest Boulevard, which has only one signalized pedestrian crossing even though there are two elementary schools in the neighborhood. The width of the road and drive aisles encourage speeding through the neighborhood; clearly, the road is not presently designed at a neighborhood scale.

Both Seacrest Boulevard and Martin Luther King, Jr. Boulevard have older, ill-maintained power poles with overhead utilities, causing a "visual blight."



Figure 58: Example of District Planning Challenges

Planning Considerations

Several factors were considered in determining the land use designations for the Heart of Boynton District. A future commuter rail station for the planned Tri-Rail Coastal Link service, which will serve the South Florida metropolitan region, is planned for downtown at N.E. 4th between Ocean Avenue and Boynton Beach Boulevard. 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 station's location, including a portion of the Heart of Boynton. The DTOD district regulations support increased intensity of development through a 25% density bonus.

A second consideration is 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 requirements thus allowing denser development.

The Plan recommends increasing density within the area where the TCEA and TOD designations overlap. However, because this District is a low-scale neighborhood, no increase in height over 45' is recommended.

Historic District. There are a significant number of historic cottages located along both sides of NE 3rd Avenue and the south side of NE 4th Avenue between N. Seacrest Boulevard and NE 1st Street. In order to protect these cottages while allowing commercial redevelopment of the south side of NE 3rd Avenue, the Plan recommends that:

- The historic cottages from the south side of NE 3rd Avenue be relocated to the vacant lots on the north side of NE 3rd Avenue.
- On completion of the relocations, a historic district, tentatively called Shepard Funk Addition Historic Cottage District, be created within the block enclosed by N. Seacrest Boulevard, NE 1st Street, NE 3rd Avenue, and NE 4th Avenue.





Figure 59: Historically significant cottages in the HOB

Vision

The Heart of Boynton area will become a model neighborhood, with its unique character and history preserved. The vision includes enriching the original vernacular architecture of the neighborhood, investing in housing and commercial uses, and connecting both through the pedestrian and vehicular networks.

Recommendations: Streetscape

Streetscape enhancements are recommended for the Seacrest Blvd and Martin Luther King Jr. Blvd. The space for these enhancements may be obtained through either right-of-way dedications or public easements. The enhancements should include:

- Implement a Complete Streets program for Seacrest Boulevard and ML K Jr. Boulevard to accommodate bike lanes and bike racks, widening of sidewalks, decorative street lights, street furniture, and on-street parking.
- Marking of major intersections with materials such as pavers, paint, etc.
- Enhanced median landscaping
- Bus shelters (will be required as part of new construction)
- Additional signalized pedestrian crossings (including mid-block) along Seacrest BoulevardAddition of canopy street trees
- Creation of a Pedestrian Zone adjacent to the right-of-ways that is inviting, safe and includes:
  - Minimum 8’ wide clear sidewalk
  - Decorative light poles at both the vehicular and pedestrian scales
  - Require installation of canopy trees that provide immediate shading at time of construction
- Undergrounding of overhead utilities
- Creation of a greenway to connect the greenway proposed along NW 1st Avenue, Sara Sims Park, and Wilson Park per the Connectivity Plan
- Creation of an eco-trail to connect the existing scrub and linear parks per the Connectivity Plan



Figure 60: Seacrest Blvd Streetscape Area



Figure 61: MLK JR. Blvd. Streetscape Area

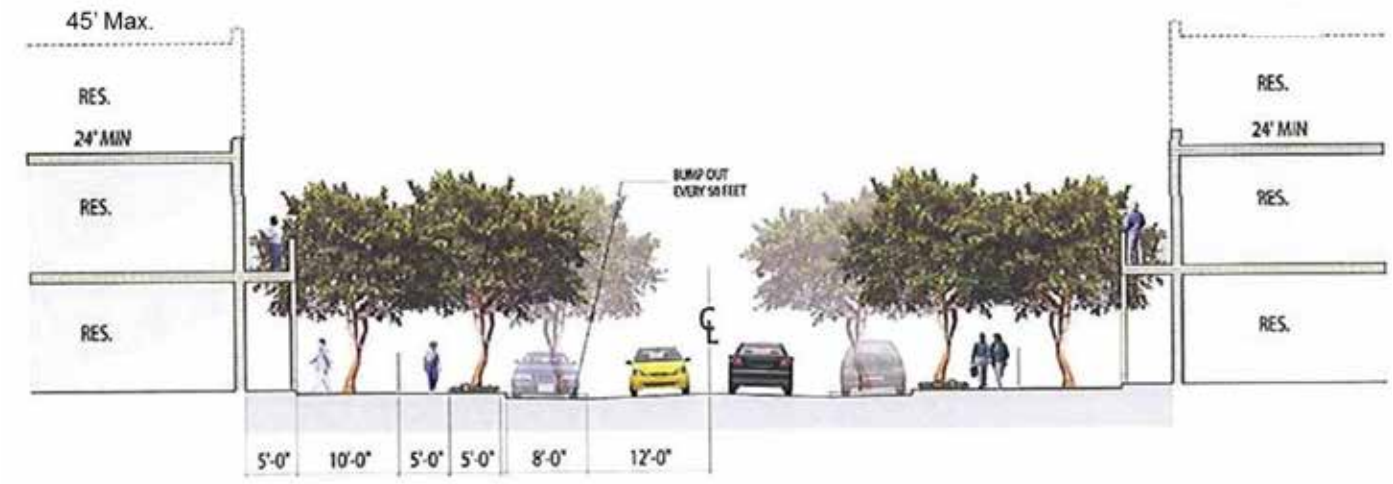


Figure 62: MLK JR. Blvd. Street Section

Recommendations: Land Use

The existing land use designations within the Heart of Boynton District are:

- Low Density Residential – 5 units per acre (all of this land use designation is concentrated on the west side of Seacrest Boulevard.
- Medium Density Residential – 10 units per acre (this land use designation is concentrated on the east side of Seacrest Boulevard)
- High Density Residential – 11 units per acre (currently over the Ocean Breeze West development and along W. Seacrest from N.W. 8th to N.W. 9th)
- Mixed-Use – 40 units per acre (this land use designation is placed on the CRA-owned Ocean Breeze East block and on CRA-owned property along MLK, Jr. Boulevard)
- Local Retail Commercial, General Commercial, Industrial, Recreational, and Public & Private Governmental/Institutional

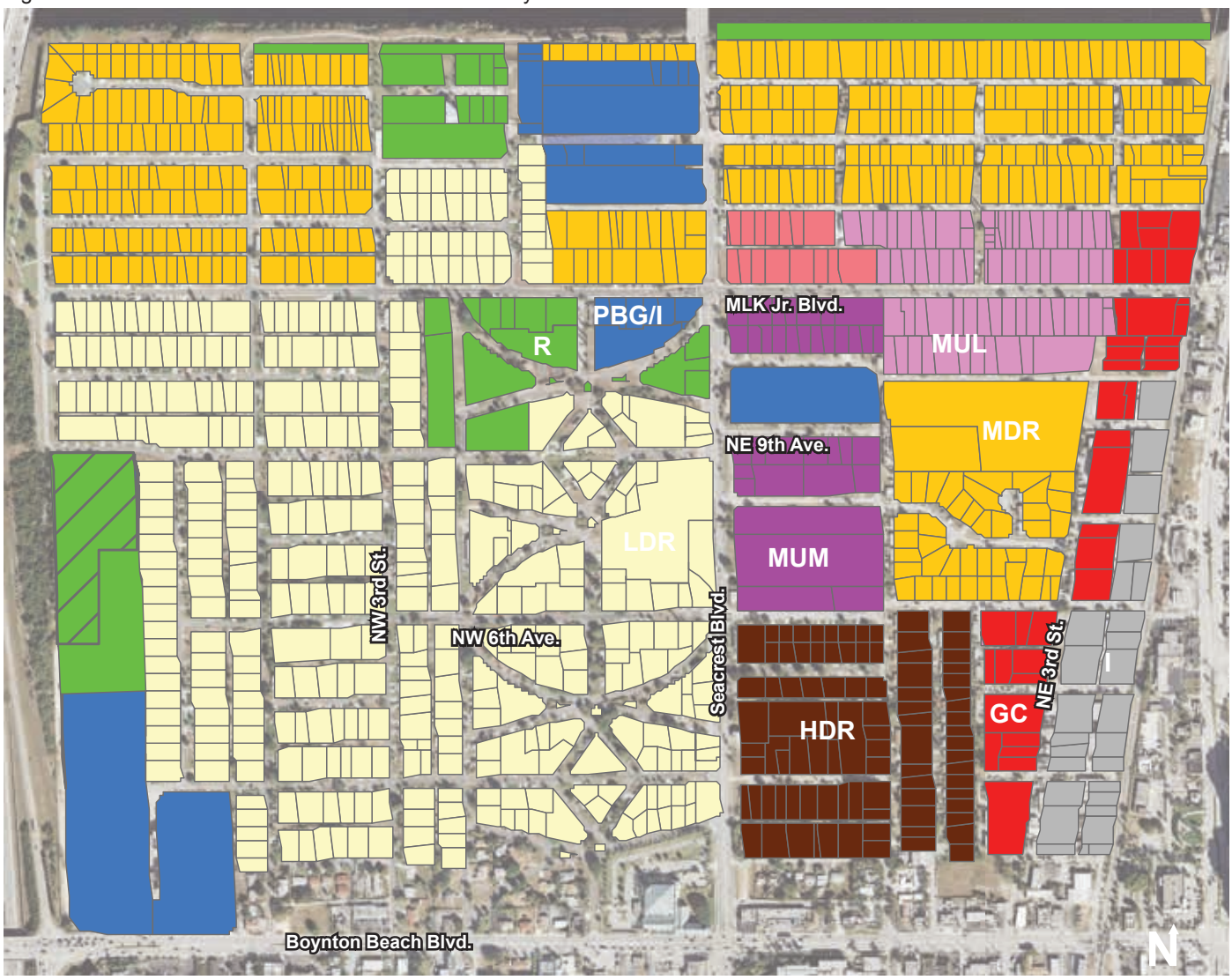
Below is a table of the proposed land use and zoning designations that will apply within the Federal Highway Corridor District:

Table 7: Recommended Future Land Use (FLU) Classifications within the Heart of Boynton District

LAND USE	DENSITY	CORRESPONDING ZONING	DENSITY CAP*	MAX HEIGHT
Mixed-Use Medium*	50	MU-2, MU-3	50	75'
Mixed-Use Low	20	MU-1	20	45'
High Density Residential	15	R4, IPUD	15	45'
Medium Density Residential	11	R3, IPUD	11	45'
Low Density Residential	7.5	R-1-AAA, R-1-AAB, R-1-AA, R-1-A, R-1, PUD	7.5	45'
Local Retail Commercial	n/a	C-2, C-3, PCD	n/a	45'
General Commercial	n/a	C-4	n/a	45'
Industrial	n/a	M-1	n/a	45'
PPGI	n/a	Public Usage	n/a	45'
Recreation	n/a	Recreation	n/a	45'

*Properties located within the TOD may recieve a 25% density bonus

Figure 63: Recommended Land Use for the Heart of Boynton District



LEGEND

- Recreational (R)
- Industrial (I)
- Low Density Residential (LDR) 5 du/ac
- Medium Density Residential (MDR) 11 du/ac
- High Density Residential (HDR)15 du/ac
- Special High Density Residential (SHDR) 20du/ac
- Institutional (PPGI)
- Local Retail Commercial (LRC)
- General Commercial (GC)
- Mixed Use Low (MUL) 20 du/ac
- Mixed Use Medium (MUM) 50 du/ac
- Mixed Use High (MUH) 80 du/ac
- TOD

Recommendations: Urban Design

- There are three architectural styles of historic structures in the Heart of Boynton: Mission, Frame Vernacular, and Mediterranean Revival. When building in this District, new development shall attempt to utilize one of these architectural styles.
- A Historic Cottage District should be considered adjacent to the proposed Cottage District; where feasible, historically contributing cottages in the area shall be relocated in the Historic Cottage District.
- Commercial buildings fronting MLK Jr., Boulevard and/or Seacrest Boulevard shall maximize the amount of glazing.
- Residential buildings fronting MLK Jr., Boulevard and/or Seacrest Boulevard shall be designed to have pedestrian access from the main road and have front door facing the main road.
- All buildings along MLK Jr., Boulevard and/or Seacrest Boulevard shall be set back to allow for a pedestrian zone.
- Approximately 75% of the lot frontage must be occupied by structure and be adjacent to the pedestrian zone.
- Buildings fronting MLK Jr., Boulevard shall be a maximum of two story and stepped back to continue to the maximum allowed height in the designated Zoning District.
- Parking shall be located to the rear or side of the buildings
- Curb cuts shall be permitted on Boynton Beach Blvd only when access is not possible from the rear or side.
- When adjacent to commercial uses, single-family areas shall be protected through the use of landscape buffers and/or walls as appropriate.

Figure 64: Heart of Boynton Projects



Sara Sims Park Expansion

Working with residents of the community, the CRA and its consultant created a master plan for the expansion and improvement of Sara Sims Park. The CRA has also purchased seven properties and deeded them to the City in preparation for the eventual expansion of the park. Staff will review the feasibility of converting a portion of Sara Sims Park Master Plan, along the western boundary, from Recreational Land Use to Single Family. This process shall include a public meeting, the Parks and Recreation Board review and recommendation, and CIty Commision approval.



Figure 65: Sara Sims Expansion

Ocean Breeze East

The CRA owns 4.5 acres of vacant land east of Seacrest Boulevard between N.E. 6th and 7th Avenues. The CRA is seeking a private development partner to build a multi-family project on the site.


Figure 66: Ocean Breeze East

Cottage District

The CRA owns approximately 5 acres on the block between N.E. 4th and 5th Avenue. The CRA's goal for this site is to attract a private development partner to build single-family for-sale homes in the style of the surrounding historic cottages.


Figure 67: Cottage District

MLK Commercial

Leveraging CRA-owned land and economic development grants, the CRA was able to bring a Family Dollar store to the Martin Luther King, Jr. Boulevard corridor in 2015. The CRA owns additional land on the corridor and continues to work with developers to attract new and needed neighborhood retail.

MLK Multi Family

Utilizing CRA-owned land, the CRA is seeking to attract a private development partner to build a multi-family development along the Martin Luther King, Jr. Boulevard corridor. The development may include commercial uses.



Figure 68: Example of a Commercial Project on MLK Jr. Blvd.



Figure 69: Example of Multi Family Project on MLK Jr. Blvd.

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

VACANT LAND
221 NORTHEAST 9 AVENUE
BOYNTON BEACH, FLORIDA 33435

by

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

for

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

February 13, 2026

February 13, 2026

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

RE: Vacant Land, 0.35of an acre, 221 Northeast 9 Avenue, Boynton Beach, FL 33435
(Legal description is in the report.)

Ladies and Gentlemen:

In fulfillment of our agreement, we transmit our Appraisal Report, in which we develop an opinion of market value for the fee simple estate in the referenced real property as of February 13, 2026. The report sets forth our value conclusion, along with data and reasoning supporting our value opinion.

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

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

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

SIX HUNDRED TWENTY-EIGHT THOUSAND DOLLARS
$628,000

(THIS LETTER MUST REMAIN ATTACHED TO THE REPORT WITH SEVENTY-EIGHT (78) NUMBERED PAGES FOR THE VALUE OPINION SET FORTH TO BE CONSIDERED VALID.)

Respectfully submitted,

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

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

MBA in REAL ESTATE DEVELOPMENT & MANAGEMENT

7481 Northwest 4th Street, Plantation, FL 33317-2204 954/583-2116 vanceval@att.net

TABLE OF CONTENTS

	Page Number
Title Page	i
Letter of Transmittal	ii
Table of Contents	iii
INTRODUCTION	4
Photographs of the Subject Property	5
1-3-5 Mile Location Map	9
1-3-5 Mile Demographic Statistics	10
Summary of Important Facts and Conclusions	12
DESCRIPTIONS, ANALYSES, & CONCLUSIONS	14
Identity of Client and Intended User	15
Intended Use	15
Identification of Real Estate Appraised	15
Ownership	15
Property Address	15
Legal Description	15
Real Estate Tax Analysis	16
Market Area Description	17
Land Use & Zoning	23
Site Description	25
Real Property Interest Appraised	26
Appraisal Purpose and Definition of Market Value	24
Effective Dates of the Appraisal and Report	27
Scope of the Work	28
Summary of Information Considered	28
Property History	29
Highest and Best Use	30
SALES COMPARISON APPROACH	33
Land Sales location maps	34
Land Sales documentation	36
Land Sales Comparison & Adjustment Chart	46
Valuation by the Sales Comparison Approach	47
FINAL VALUE OPINION	50
Certification and Limiting Conditions	52
ADDENDA	54
Acquiring deed	55
Zoning and land use map	57
Boynton Beach CRA recommended land use map	59
"R-2" zoning information	60
"MU" zoning information	68
USPAP Standards Rule 2-2a	70
Qualifications of the Appraisers	74

INTRODUCTION



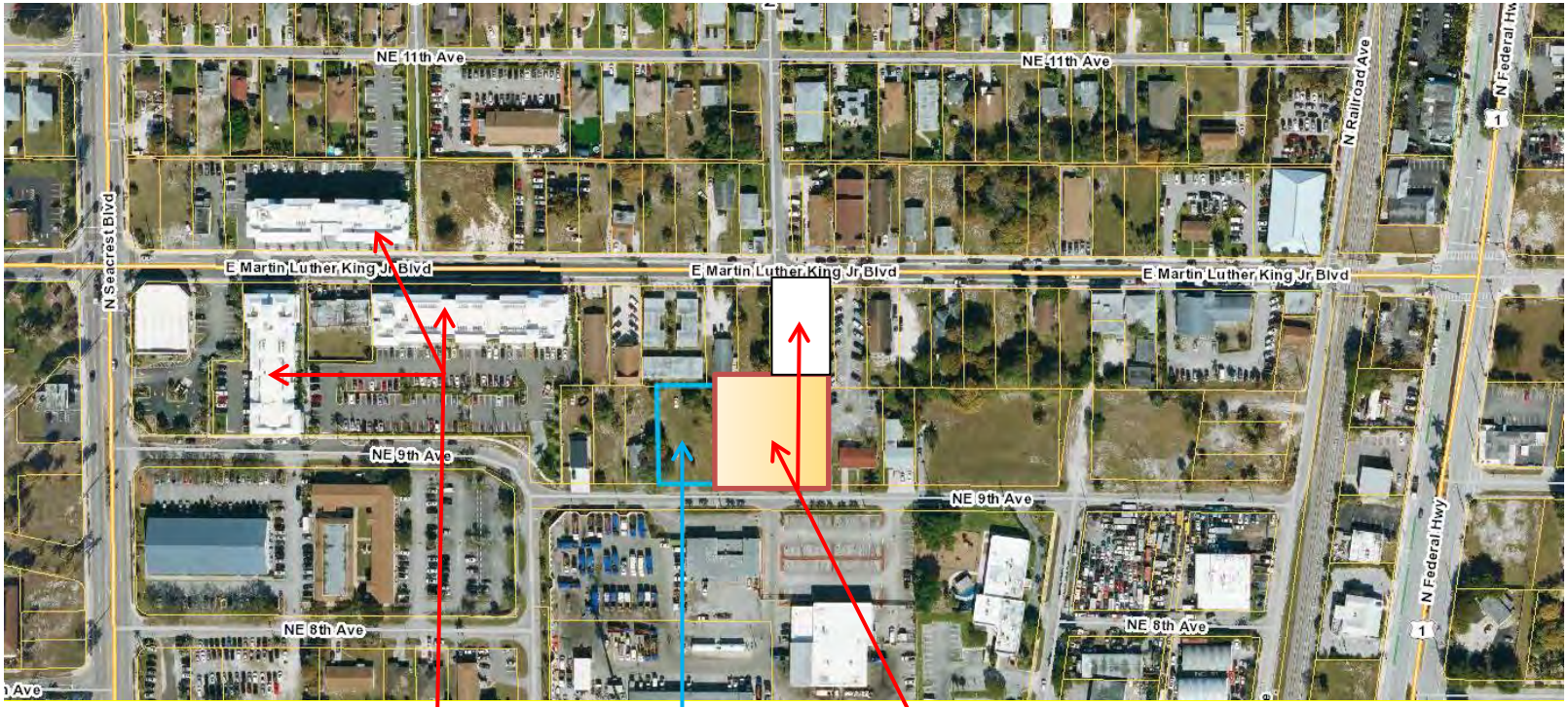
Looking North at Appraised Land
221 NE 9th Avenue, Boynton Beach, FL



Looking East at NE 9th Avenue
Boynton Beach, Florida



Looking West at NE 9th Avenue
Boynton Beach, Florida



Heart of Boynton Village Apartments & Shops

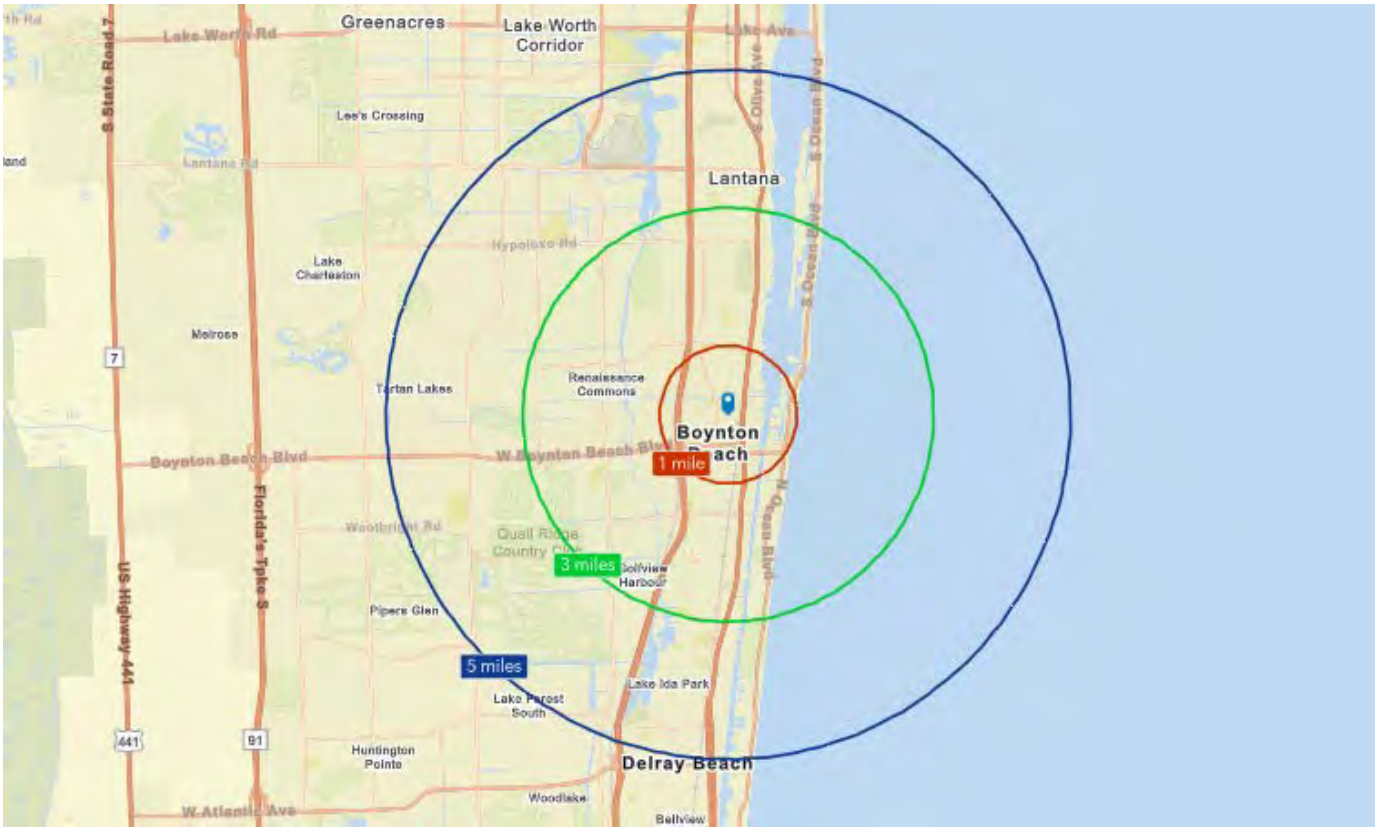
Appraised Land

BB CRA owned parcels (5 Lots)

IMMEDIATE MARKET AREA OF THE APPRAISED LAND



AERIAL VIEW OF THE APPRAISED LAND
221 NORTHEAST 9 AVENUE
BOYNTON BEACH, FL



1-3-5 MILE RADII FROM APPRAISED PROPERTY
221 NE 9TH AVENUE
BOYNTON BEACH, FLORIDA

Executive Summary

221 NE 9th Ave, Boynton Beach, Florida, 33435 2
221 NE 9th Ave, Boynton Beach, Florida, 33435
Rings: 1, 3, 5 mile radii

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Population	1 mile	3 miles	5 miles
2010 Population	13,971	80,789	175,559
2020 Population	16,795	92,740	197,174
2025 Population	17,446	94,805	201,201
2030 Population	18,054	95,596	203,757
2010-2020 Annual Rate	1.86%	1.39%	1.17%
2020-2025 Annual Rate	0.73%	0.42%	0.39%
2025-2030 Annual Rate	0.69%	0.17%	0.25%
Age			
2025 Median Age	44.5	44.3	46.2
U.S. median age is 39.1			
Race and Ethnicity			
White Alone	35.9%	50.5%	53.6%
Black Alone	50.3%	29.1%	24.2%
American Indian Alone	0.3%	0.5%	0.7%
Asian Alone	0.9%	2.3%	2.6%
Pacific Islander Alone	0.0%	0.0%	0.0%
Some Other Race Alone	4.7%	6.1%	6.9%
Two or More Races	7.9%	11.4%	11.8%
Hispanic Origin	12.8%	18.5%	20.6%
Diversity Index	69.7	75.0	75.3
Households			
2010 Total Households	5,346	34,356	75,133
2020 Total Households	6,560	39,261	83,219
2025 Total Households	6,962	41,012	86,422
2030 Total Households	7,296	41,721	88,194
2010-2020 Annual Rate	2.07%	1.34%	1.03%
2020-2025 Annual Rate	1.14%	0.83%	0.72%
2025-2030 Annual Rate	0.94%	0.34%	0.41%
2025 Average Household Size	2.45	2.27	2.29
Wealth Index	91	93	112

ⓘ **Source**: Esri forecasts for 2025 and 2030. U.S. Census 2010 and 2020 Census data converted by Esri into 2020 geography.

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Mortgage Income	**1 mile**	**3 miles**	**5 miles**
2025 Percent of Income for Mortgage	39.7%	30.3%	33.8%
Median Household Income			
2025 Median Household Income	$70,837	$79,976	$82,940
2030 Median Household Income	$81,672	$91,837	$96,299
2025-2030 Annual Rate	2.89%	2.80%	3.03%
Average Household Income			
2025 Average Household Income	$99,386	$106,122	$116,308
2030 Average Household Income	$112,256	$119,501	$131,061
Per Capita Income			
2025 Per Capita Income	$40,313	$46,285	$50,001
2030 Per Capita Income	$46,067	$52,562	$56,770
2025-2030 Annual Rate	2.70%	2.58%	2.57%
Income Equality			
2025 Gini Index	47.1	44.2	45.5
Socioeconomic Status			
2025 Socioeconomic Status Index	41.9	46.4	46.9
Housing Unit Summary			
Housing Affordability Index	55	73	66
2010 Total Housing Units	7,130	43,514	93,659
2010 Owner Occupied Hus (%)	59.7%	64.8%	69.8%
2010 Renter Occupied Hus (%)	40.3%	35.2%	30.1%
2010 Vacant Housing Units (%)	25.0%	21.1%	19.8%
2020 Housing Units	8,083	46,556	99,734
2020 Owner Occupied HUs (%)	54.3%	58.8%	65.5%
2020 Renter Occupied HUs (%)	45.7%	41.2%	34.5%
Vacant Housing Units	18.7%	15.9%	16.5%
2025 Housing Units	8,400	47,817	102,287
Owner Occupied Housing Units	58.0%	59.8%	66.3%
Renter Occupied Housing Units	42.0%	40.2%	33.7%
Vacant Housing Units	17.1%	14.2%	15.5%
2030 Total Housing Units	8,739	48,577	104,100
2030 Owner Occupied Housing Units	4,567	26,246	60,705
2030 Renter Occupied Housing Units	2,730	15,475	27,489
2030 Vacant Housing Units	1,443	6,856	15,906

ⓘ **Source**: Esri forecasts for 2025 and 2030. U.S. Census 2010 and 2020 Census data converted by Esri into 2020 geography.

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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY APPRAISED:	Vacant land 221 Northeast 9 Avenue Boynton Beach, FL 33435
OWNERSHIP:	Susan K. Napier and Shirley A. Waters 1504 NE 2 Court Boynton Beach, FL 33435
LAND AREA:	Approximately 15,068 square feet Size is from public records. No sketch of survey is available for review.
BUILDING IMPROVEMENTS:	Depreciated single family residence demolished and removed from the land in March, 2019. No other buildings on the site.
CURRENT ZONING:	"R-2", Single and Two-family Residential District in the city of Boynton Beach
LAND USE:	MeDR, Medium Density Residential
POTENTIAL ZONING:	"MU-L1", Mixed Use Low Intensity, 20 dwelling units per acre, in the city of Boynton Beach. Minimum lot size is 0.50 of an acre or 21,780 square feet.
FUTURE LAND USE:	"MU-L1", Mixed Use Low Intensity 1, in the city of Boynton Beach
CRA DISTRICT:	Heart of Boynton
APPRAISAL PURPOSE:	To develop an opinion of market value
INTEREST APPRAISED:	Fee simple
CURRENT USE:	Vacant
HIGHEST AND BEST USE:	Currently: possibly 3 dwelling units Future: Assemblage with adjacent lots for a multi-family project with a density of up to 20 dwelling units per acre

VALUE BY THE SALES COMPARISON APPROACH:

15,068 square feet x $41.70 per square foot =

SIX HUNDRED TWENTY-EIGHT THOUSAND DOLLARS

$628,000

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS
(Continued)

VALUATION DATE: **February 13, 2026**

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

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

DESCRIPTIONS, ANALYSES, CONCLUSIONS

APPRAISAL REPORT

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

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

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

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

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

The intended use of the appraisal is for possible acquisition of the appraised property.

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

Owner:	Susan K. Napier and Shirley A. Waters 1504 NE 2 Court Boynton Beach, FL 33435
Property Address:	221 NE 9 Avenue Boynton Beach, FL 33435
Legal Description:	Lots 167 and 168 ARDEN PARK ADDITION TO BOYNTON, Plat Book 2, page 96, Palm Beach County, FL

APPRAISAL REPORT (continued)

Census Tract No. 61

Real Estate Tax:

Parcel Control Number: 08 43 45 21 18 000 1670

Land Value:	$270,536
Improvement Value:	-0-
Total Value:	$270,536
Assessed Value:	$ 60,233
Ad Valorem Tax:	$ 2,534
Non Ad Valorem Tax:	$ -0-
Total Tax:	$ 2,534

No exemptions for this property. Real estate tax for 2025 has not been paid. Taxes for 2024 and prior years have been paid. The value ascribed to the property by the county property appraiser is lower than the opinion of value developed in this appraisal which is based on current market sales. The low value on the tax role may relate to when there was a structure on the property and the value assigned to the land was low.

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

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

APPRAISAL REPORT

Market Area Description:
Boundaries and Market Composition &
Transportation Infrastructure

The general market area is the City of Boynton Beach in eastern-central Palm Beach County. Population of the city is about 80,000 residents; land area of the municipality is about 16 square miles situated between Delray Beach on the south and Lake Worth on the north. The town was named for an early developer, Nathan Boynton, a former major in the Union Army in the Civil War. The city was founded in 1898 and incorporated in 1920. Most of the original buildings were destroyed in the hurricane of 1926, though a few remain. Those few which were constructed in the early 1920s that are still in use have had repairs and replacements over the decades changing their historical significance. Time and economic trends take a toll on properties; thus, in 1984 a redevelopment plan was adopted for the Community Redevelopment Area (CRA) in the city. It covers 1,650 acres in the central part of the municipality west of the Intracoastal Waterway.

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

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

The immediate subject market area is one of the districts in the CRA known as the Heart of Boynton (HOB), containing 380 acres. This area is the historic, older part of the CRA, with the following boundaries: Boynton Beach Canal (C-16) on the north, Florida East Coast (FEC) Railroad on the east, Interstate 95 on the west, and jagged line a few blocks north of Boynton Beach Boulevard as the south boundary, at about NE 3 Avenue.

The CRA has concentrated funds and effort into revitalizing the area with new housing, commercial facilities and upgraded streetscapes. The CRA has purchased numerous smaller properties to assemble larger sites for redevelopment of mixed use projects and dwellings.

To the east of the FEC Railroad is U S Highway 1, also known as Federal Highway, the main north-south artery through eastern Palm Beach County and extends along the eastern seaboard of the United States. Heavily trafficked Federal Highway is a catalyst to redevelopment of the general market area, with residential projects planned and completed. Highway beautification projects enhanced the aesthetics of the market area. Individual properties on the east and west side of the highway have shallow depths, inhibiting redevelopment of the sites with larger commercial projects. Assemblages of adjacent properties and rezoning to mixed use will continue to facilitate revitalization of the subject market area.

Seacrest Boulevard is a main north-south artery through the City of Boynton Beach and south into Delray Beach. Martin Luther King, Jr. Boulevard is an east-west thoroughfare through the Heart of Boynton. The subject market area is easily accessible by main roads and Interstate 95.

Property types in the Heart of Boynton are smaller commercial establishments along the main roads, light industrial close to the FEC Railroad, municipal facilities, single family residential, townhouses, small multi-family dwellings, a few apartment buildings and places of worship.

As mentioned, some structures date back to the 1920s, but most which are still usable were built in the mid-twentieth century. Municipal facilities in the immediate subject market area include parks, two elementary schools, swimming pool and community center.

Projects completed in the Heart of Boynton are:

- Seacrest Boulevard Streetscape
- Carolyn Sims Center
- Ocean Breeze West - 21 homes –joint venture with Habitat for Humanity
- Ocean Breeze East – 123 affordable rental units

- Construction of single family residences on Martin Luther King, Jr. Boulevard and on NW 11 Avenue, west of Seacrest Boulevard
- Enhancements to Sara Sims Park including landscaping, pavilions, picnic facilities, lighting and security.
- Heart of Boynton Village Apartments & Shops on Martin Luther King, Jr. Boulevard
- Cottage District for sale single family houses and attached dwelling, 41 units in all

Population Trends

The demographic survey in the beginning of the report of 1, 3, and 5 mile radial circles from the appraised property shows the median household income for 2025 in the one-mile radius is $70,837, for three miles it is $79,976, and $82,940 for the five mile circle. Median household income for Palm Beach County is $81,115.

In the one-mile circle, population is 17,446. In three miles, population increases to 94,805; at five miles, it is 201,201. However, about 40% of the three and five mile circles are over the Atlantic Ocean and waterways. Annual growth rate in the one-mile circle for the next five years is anticipated to be 0.69%, with new multi-family residential complexes being constructed in central Boynton Beach. Annual growth rates in the three and five mile circles will be slower at 0.17% and 0.25%. 55% of the housing units are owner occupied, with 29% rented. This percentage of renters is high for Palm Beach County because investors purchased foreclosed single family dwellings after the real estate crash of 2008. Vacancy is reported to be 16%; however, this amount is elevated due to the undercount of the other two categories as some residents are seasonal and not counted. Median home value in the five-mile area is $444,471 including the highly priced homes fronting the Atlantic Ocean and Intracoastal Waterway, compared to median home value of $370,578 in the United States.

APPRAISAL REPORT

Economic Trends

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

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

Another Federal Highway project is comprised of thirteen parcels beginning at the northeast corner of North Federal Highway and SE 2 Avenue, then extending east. All of the existing improvements were demolished and removed to make way for Broadstone at Boynton Beach, a mixed use project with 274 dwelling unit and 13,110 square feet of retail space. Land unit sale price equates to $83.18 per square foot in May, 2022 for the initial transaction. With the project underway, there was a second sale to another developer and construction stopped.

APPRAISAL REPORT

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

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

Town Square, a major redevelopment project to the west of Federal Highway, covers three blocks from the south side of Boynton Beach Boulevard south to SE 2 Avenue, encompassing 16.5 acres of land. The north section covers the area of the old city hall and police station which were demolished and removed. For several years, the north and south sections of the project have sat vacant. The middle section was improved with a new City Hall, library, park, museum, amphitheatre and fire station. The former school was preserved. In April, 2023, the north and south sections were sold to Boynton Beach Town Center for a price of $44 million or approximately $126 per square foot of land.

The master plan for the parcels include:

- 898 residential rental units
- 23,500 square feet of retail space
- Parking garage for 2,000 vehicles, with 474 of these spaces for city use

In addition to the transfer of the ownership of the land, other agreements and considerations were made such as a 100 year parking lease agreement with the City. The Town Square project completion is the driver for other pending mixed-use projects to move forward. However, the developer applied for tax increment financing from the Boynton Beach CRA to make the project financially viable.

APPRAISAL REPORT

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

In the Heart of Boynton CRA district, Heart of Boynton Villages and Shops is nearing completion, fronting the north and south sides of East Martin Luther King, Jr. Boulevard, east of Seacrest Boulevard. There are 124 residential units, 8,250 square feet of commercial space and 218 surface parking spaces. Part of the land was transferred from the Boynton Beach CRA to Wells Landing Apartments, LLC. Wells Landing purchased four parcels from a private property owner to complete the site for the new project. Funding for the project was awarded to the property owner from the Florida Housing Finance Corporation. This project is anticipated to bring about more development along MLK Boulevard and surrounding avenues. At the southeast corner of Seacrest Boulevard and East Martin Luther King, Jr. Boulevard, the store was purchased and opened as Dollar Tree.

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

The Village at East Ocean Avenue is under construction between Boynton Beach Boulevard on the north and Ocean Avenue on the south, on the west side of the FEC Railroad corridor. The project is moving forward after several years of delay. It will be a mixed use of 371 dwelling units and 10,000 square feet of commercial space.

Boynton Beach CRA acquired the property at 401-411 E Boynton Beach Boulevard and demolished the old improvement. Plans are to redevelop the site with a small commercial project containing a USPS Downtown Station to replace the facility that will be closed at 217 N Seacrest Boulevard. The large postal station at 217 Seacrest Blvd was purchased by the CRA for redevelopment.

Conclusion

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

Goods and services are nearby on Boynton Beach Boulevard and U S Highway 1. With the involvement of the City of Boynton Beach and the Community Redevelopment Agency, Heart of Boynton Community Redevelopment Plan can continue to succeed in revitalizing the area. The transformation of the area is in progress. Development of real estate takes time and the right market conditions. Upward price trend for property in the subject market area should escalate when interest rates decrease.

Platting: The appraised land consists of two lots in an old plat, recorded prior to the effective date of current zoning regulations.

Land Use: Current land use is MeDR, Medium Density Residential, maximum density 9.58 dwelling units per acre.

Future Land Use: "MU-L1", Mixed Use Low Intensity, 20 dwelling units per acre. Minimum lot area for "MU-1" is 0.50 of an acre or 21,780 square feet. An excerpt from the zoning ordinance is in the Addenda. Permitted residential uses in mixed use districts include two-family dwellings, multi-family dwellings, mixed use, live-work units, and townhouses. Single family residential is not permitted.

Commercial uses are only permitted on arterials and collector roads. Sites on local roads would be restricted to residential uses. City officials make the determination of allowed uses and permitted density of sites.

Zoning:

"R-2", Single and Two-family Residential District with the purpose to implement the medium density residential future land use map classification of the comprehensive plan. The intent of the district is to stabilize and protect existing residential neighborhoods with density no greater than 10 dwelling units per acre, and allow limited types of non-residential uses. Minimum lot area is 4,500 square feet per unit for a duplex; minimum lot frontage is 75 feet. There is a provision for a site with two lots platted prior to the enacting of the current zoning regulation to be improved with a duplex.
Single family dwellings shall be constructed on lots that are no less than 6,000 square feet with a width of at least 60 feet and follow the building and site regulations of the "R-1", Single Family District.

The appraised land has approximate dimensions of 100 feet x 150 feet = 15,000 square feet (15,068 square feet on the tax roll). The size meets the standard for two single family homesites in the "R-1" zoning; however, the width is substandard. Since the lots were platted prior to the current code being in effect, they would most likely be able to be developed as a legally non-conforming sites; however, city officials make this determination.

For the "R-2" district, current required size is 4,500 square feet per unit. 4,500 x 3 = 13,500 square feet. The subject parcel may be permitted to be improved with three dwelling units; city officials decide the permitted use.

APPRAISAL REPORT

Boynton Beach Community Redevelopment plan for the lot is for low density mixed use of a maximum of 20 dwelling units per acre. To achieve this density, parcel size has to be one-half acre or 21,780 square feet. The lot concerned contains 15,068 square feet and would have to be assembled with adjacent lots to meet the size standard for a possible land use change. Such a change would have to be initiated by the property owners. In contract to the subject, the land further west of the subject was improved with Heart of Boynton Villages and Shops, fronting the south side of NE 10 Avenue; its land use is mixed use 50 dwelling units per acre. This land use was changed by the city a while back.

Site Description: The shape of the site is a rectangular. Approximate dimensions are from the original plat; size is from the Palm Beach County tax roll.

North boundary on adjacent property:	100.00 ft
East boundary on adjacent property:	150.00 ft
South boundary NE 9 Avenue:	100.00 ft
West boundary on adjacent property:	150.00 ft

Total: 15,068 square feet or 0.3459 of an acre

Utilities: All utilities are available to the site.

Access: The site is accessible via NE 9 Avenue, a two-laned local road. There are no sidewalks, but there are streetlights. It is one block south of Martin Luther King, Jr. Boulevard (NE 10 Avenue), an east-west thoroughfare through the Heart of Boynton district. NE 9 Avenue intersects with North Railroad Avenue two blocks to the east. NE 9 Avenue extends west two blocks to intersect with Seacrest Boulevard.

Easements: Easements are not noted on original plat. If they exist, utility easements would be most probably be around the perimeter of the lot.

Encroachments: There is no sketch of survey to review to note if there are encroachments.

Improvement Description: No building improvements are on the site.

Environmental Assessment: No assessment was available for review

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

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

The interest appraised is fee simple.

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

The purpose of the appraisal is to develop an opinion of market value of the subject property as of February 13, 2026.

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

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

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

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

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

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

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

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

A) Effective Date of the Appraisal: February 13, 2026

B) Date of the Report: February 13, 2026

APPRAISAL REPORT

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

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

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

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

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

For Sales Comparison Approach, and sales are compared to each other and to the property under appraisement to develop a final opinion of value.

The information analyzed and appraisal method used is detailed in the valuation section of the report. Further, the reasoning that supports the analyses, opinions, and conclusions is explained in the valuation section. The final value conclusion is stated at the end of the Sales Comparison Approach. The Cost Approach is not used because the subject is vacant land. The Income Approach is not employed because vacant lots in the area are purchased and not leased. Exclusion of these approaches to value still produces a creditable report.

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

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

The property is listed for sale at a price of $800,000 which is significantly greater than the appraised value that is based on sales of similar vacant land parcels.

b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

A quit claim deed was recorded between related parties on September 19, 2023. Copy of the deed is in the Addenda. The document conveyed the ownership of the property to the grantee while retaining a life estate in it for the grantor. The grantor reserves the right to sell, et cetera the property during her life time. No dollar amount is listed on the deed.

2-2(a)(xi) ***State the use of the real estate existing as of the effective date and use of the real estate reflected in the appraisal;***

The real estate being valued is vacant land. This is the use valued in the appraisal. No personal property is included in the valuation.

2-2(a)(xii) ***When an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion;***

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

Physically Possible as Vacant

The land appraised is two platted lots, containing about 15,068 square feet. It fronts a two-laned local avenue one block south of Martin Luther King, Jr. Boulevard, the main neighborhood thoroughfare. The site is accessible via NE 9 Avenue, between Seacrest Boulevard to the west and North Railroad Avenue to the east. The rectangular parcel is level and filled to street grade. All utilities are available to the site. No soil or subsoil tests were available for review to ascertain if the appraised land is capable of supporting buildings. However, surrounding properties have been improved with one or two-story building for over 100 years. Physical constraint to develop the site is its size which governs the size and number of the potential improvements that can be placed on it.

Legally Permissible as Vacant

Legal restrictions to the development of the site consist of land use designation, building and zoning codes, platting restrictions and restrictive covenants. Zoning is "R-2", Single and Two-family Residential District. Minimum lot area is 4,500 square feet per unit for a duplex; minimum lot frontage is 75 feet. The subject land size of 15,068 square feet may have the potential of three dwelling units under the "R-2" size standard. 4,500 square feet x 2 = 9,000 square feet for a duplex, plus 6,000 square feet for a single family house = 15,000 square feet.

Future land use is "MU-L1", Mixed Use Low Density, 20 dwelling units per acre. Future zoning district is in agreement of "MU-1", Mixed Use Low Density. Minimum lot area is 0.50 of an acre or 21,780 square feet. The site concerned contains 15,068 square feet or 0.35 of an acre, not meeting the size standard of the "MU-1" district. An adjacent lot of 7,500 square feet at least would have to be assembled with the subject to meet the minimum size of 0.50 of an acre. City official would determine the density of a residential project on the appraised site.

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

Financially Feasible as Vacant

The third test of Highest and Best Use is economic feasibility. Demand for a certain property type must be evident for it to be feasible. For it to be financially feasible, the use must be marketable and provide the investor with a competitive return when compared with alternate uses. The subject market area has been improved with single-family residences and small multi-family dwellings for almost 100 years. Structures come to the end of their useful lives, improvements are razed and the sites are redeveloped with modern projects. There are examples of this cycle throughout the subject market area. Where larger sites could be assembled, higher density multi-family projects were constructed such as Ocean Breeze East and Heart of Boynton Villages and Shops. With a small amount of vacant land remaining in densely populated eastern Palm Beach County, it has to have a higher yield with more dwelling units per acre calling for multi-family projects. Financially feasible use of the appraised land is to assemble it with as many lots as possible and construct attached dwellings similar to those in the Cottage District or a multifamily dwelling project like the Heart of Boynton Village that would be permissible in the "MU-1" zoning and land use districts. Zoning and land use changes would be required for the subject property to be put to such uses as permitted in the "MU-1" district. Owner of the property would have to initiate the changes.

The most probable buyer for the subject site is a local developer familiar with the revitalization that is occurring in the subject market area. Time for development is now with renewed interest in the neighborhood and support from the Boynton Beach Community Redevelopment Agency.

As discussed, a buyer of the appraised property needs additional land for a site of at least 0.50 of an acre to construct a project with a density of 20 dwelling units per acre. The lot to the west of the subject is privately owned. The three lots to the east of the subject are owned by the Boynton Beach Community Redevelopment Agency (BB CRA). Further, the two lots to the north of the three lots are also owned by the BB CRA. Lot ownership is shown on a map in the beginning of the appraisal. Ownership sizes are as follows:

Appraised land:	0.35 of an acre, privately owned
3 lots to the east:	0.51 of an acre, BB CRA owned
2 lots on NE 10 Ave:	0.36 of an acre, BB CRA owned
Total:	1.22 acres

HIGHEST AND BEST USE OF THE PROPERTY AS VACANT

The size of 1.22 acres exceeds the requirement in the "MU-1" district.
The lots fronting NE 9 Avenue total 0.35 + 0.51 = 0.86 of an acre, also meeting the size requirement of "MU-1."

The BB CRA could be an interim buyer of the appraised property to form the assemblage that would be sold to a private developer.

Maximally Productive as Vacant

In summary, the Highest and Best Use of the appraised property as vacant is to assemble it with adjacent lots for an attached or multi-family project with a density of 20 dwelling units per acre. Such use would be potentially physically possible, most probably legally permissible, financially feasible and maximally productive.

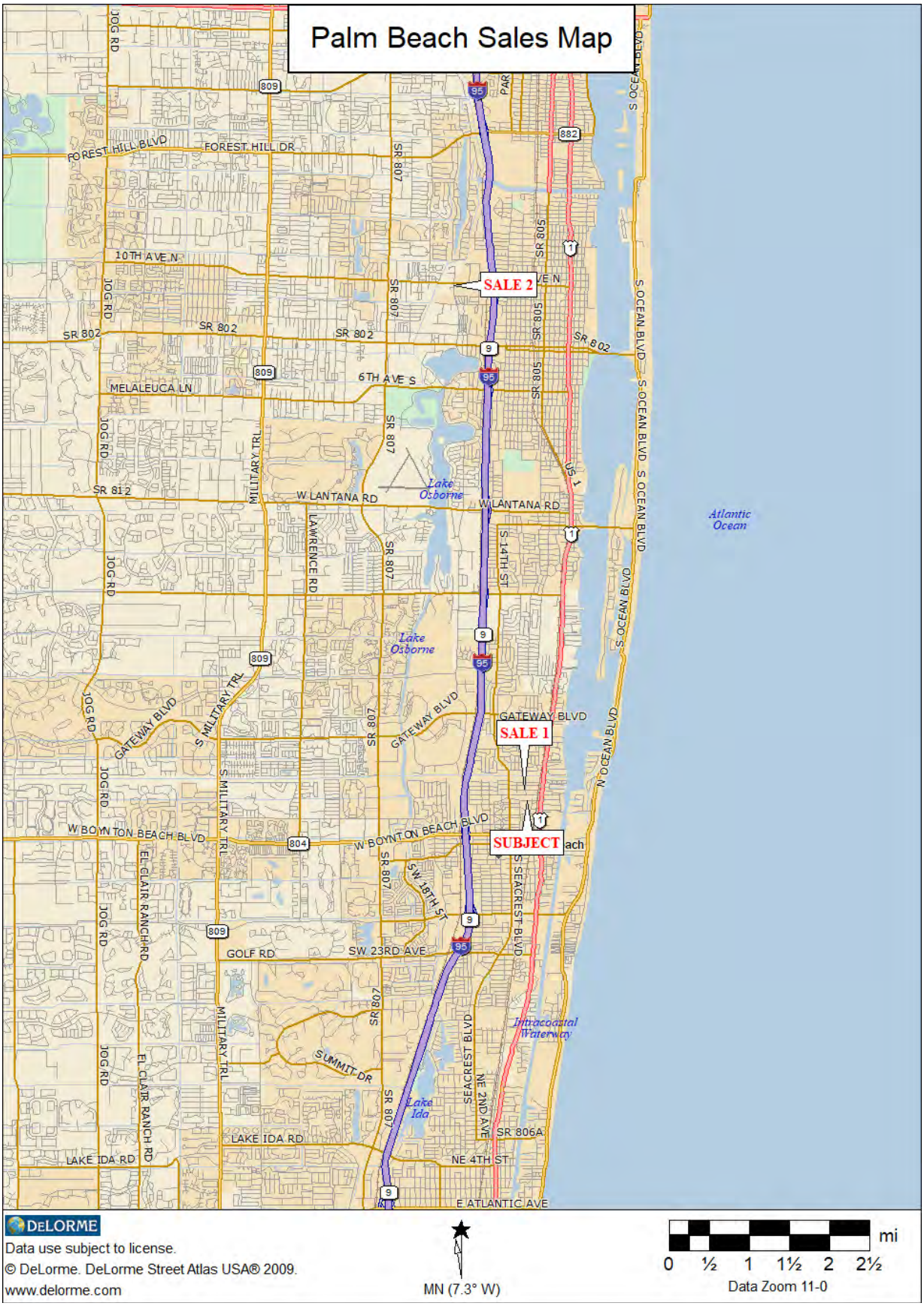
2-2(a) (xiii) Clearly and Conspicuously: State all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment result.

There are no extraordinary assumptions or hypothetical conditions in this report.

2-2(a) (xiv) Include a signed certification in accordance with Standards Rule 2-1

See signed certification in report.

SALES COMPARISON APPROACH LAND VALUATION


Palm Beach Sales Map
SALE 2
SALE 1
SUBJECT
FOREST HILL BLVD
FOREST HILL DR
10TH AVE N
SR 802
MELALEUCA LN
6TH AVE S
SR 812
W LANTANA RD
GATEWAY BLVD
W BOYNTON BEACH BLVD
GOLF RD
SW 23RD AVE
SUMMIT DR
LAKE IDA RD
NE 4TH ST
E ATLANTIC AVE
SR 806A
JOG RD
MILITARY TRL
LAWRENCE RD
EL CLAIR RANCH RD
SEACREST BLVD
S OCEAN BLVD
N OCEAN BLVD
S 14TH ST
SW 18TH ST
NE 2ND AVE
SR 807
SR 805
US 1
Lake Osborne
Lake Ida
Atlantic Ocean
Intracoastal Waterway
DELORME
Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2009.
www.delorme.com
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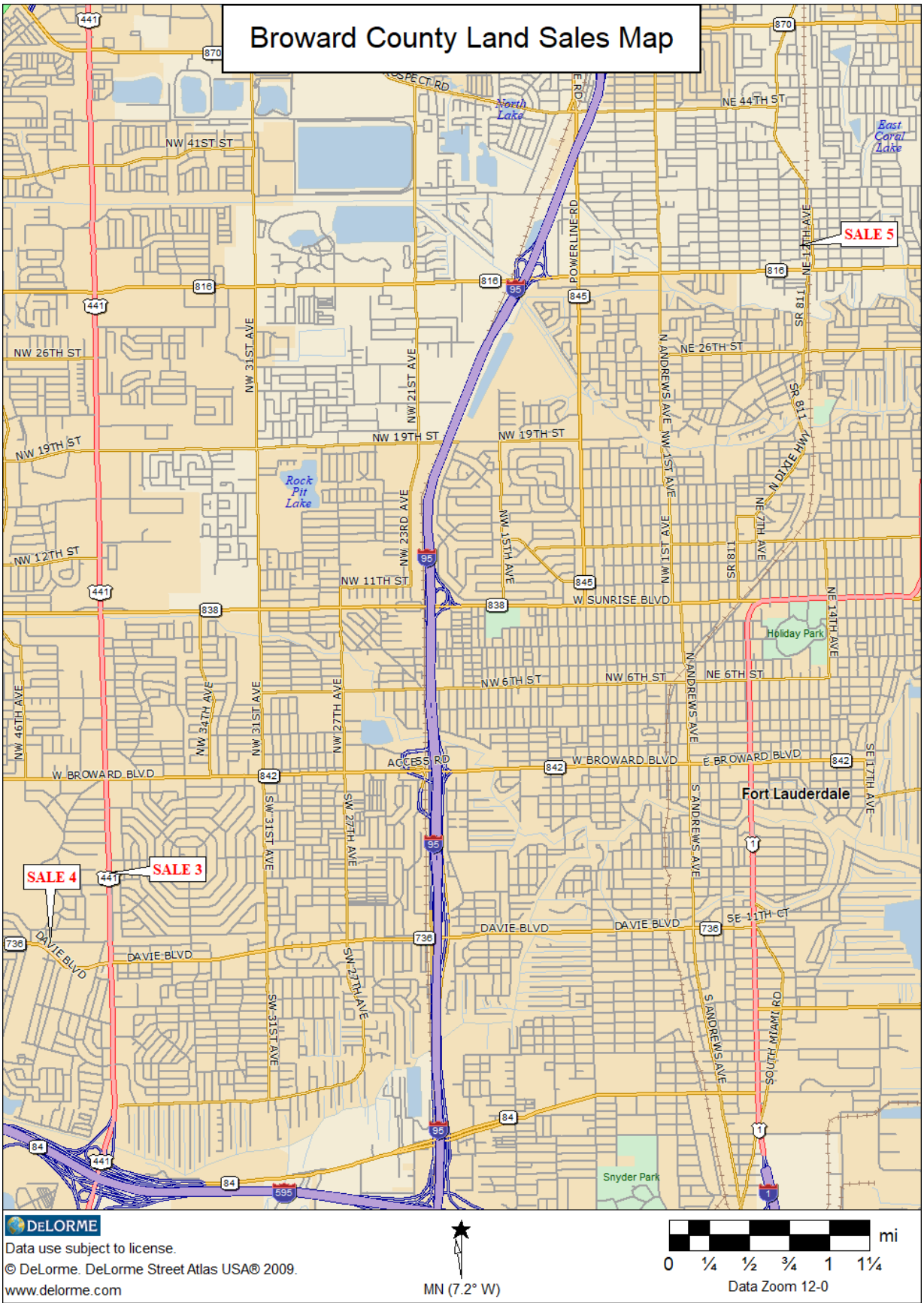
0 ½ 1 1½ 2 2½ mi
Data Zoom 11-0


Broward County Land Sales Map
SALE 5
SALE 4
SALE 3
Fort Lauderdale
Holiday Park
Snyder Park
Rock Pit Lake
North Lake
East Coral Lake
NW 41ST ST
NW 26TH ST
NW 19TH ST
NW 12TH ST
NW 11TH ST
NW 6TH ST
NE 44TH ST
NE 26TH ST
NE 6TH ST
W SUNRISE BLVD
W BROWARD BLVD
E BROWARD BLVD
DAVIE BLVD
SE 11TH CT
POWERLINE RD
NW 31ST AVE
NW 21ST AVE
NW 23RD AVE
NW 15TH AVE
NW 1ST AVE
NE 1ST AVE
NE 7TH AVE
NE 14TH AVE
NE 17TH AVE
N ANDREWS AVE
S ANDREWS AVE
NW 46TH AVE
NW 34TH AVE
NW 27TH AVE
SW 31ST AVE
SW 27TH AVE
SR 811
N DIXIE HWY
SOUTH MIAMI RD
ACCESS RD
DeLORME
Data use subject to license.
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MN (7.2° W)
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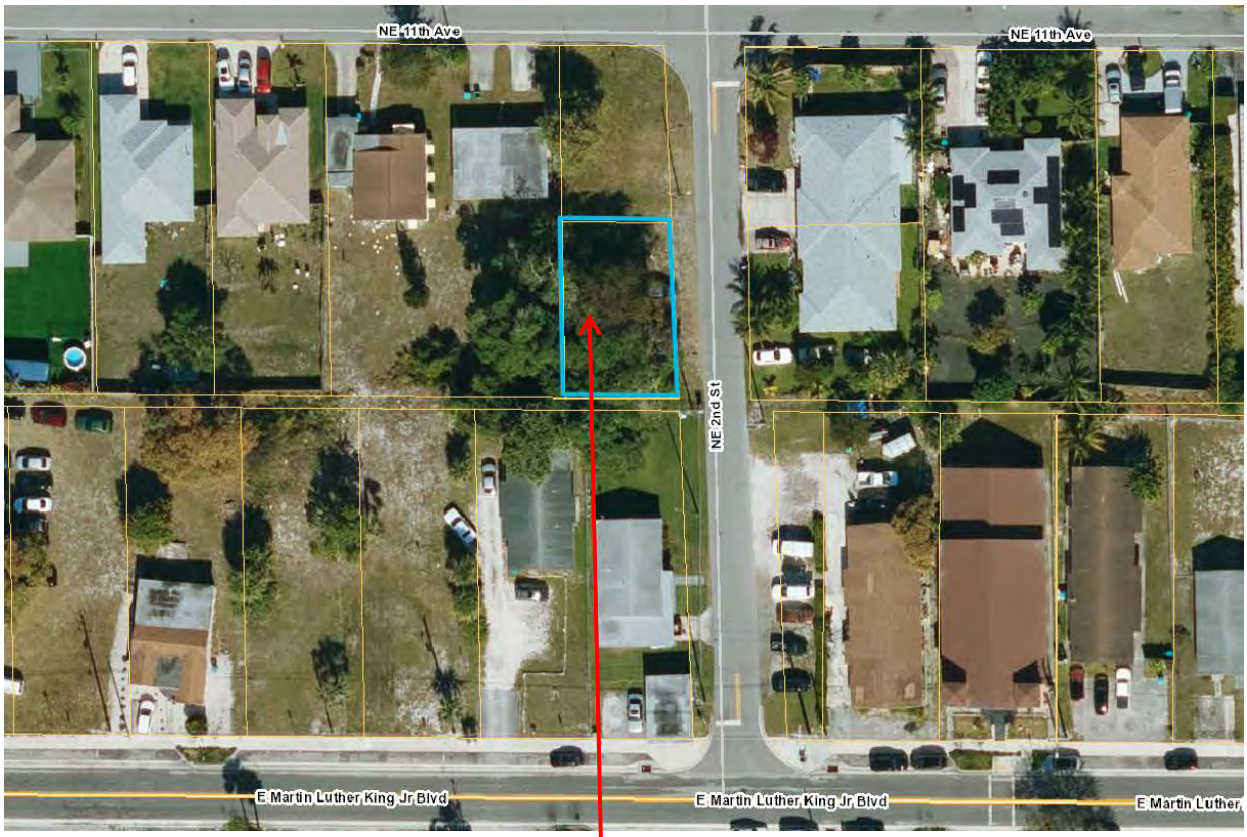
VACANT LAND SALES

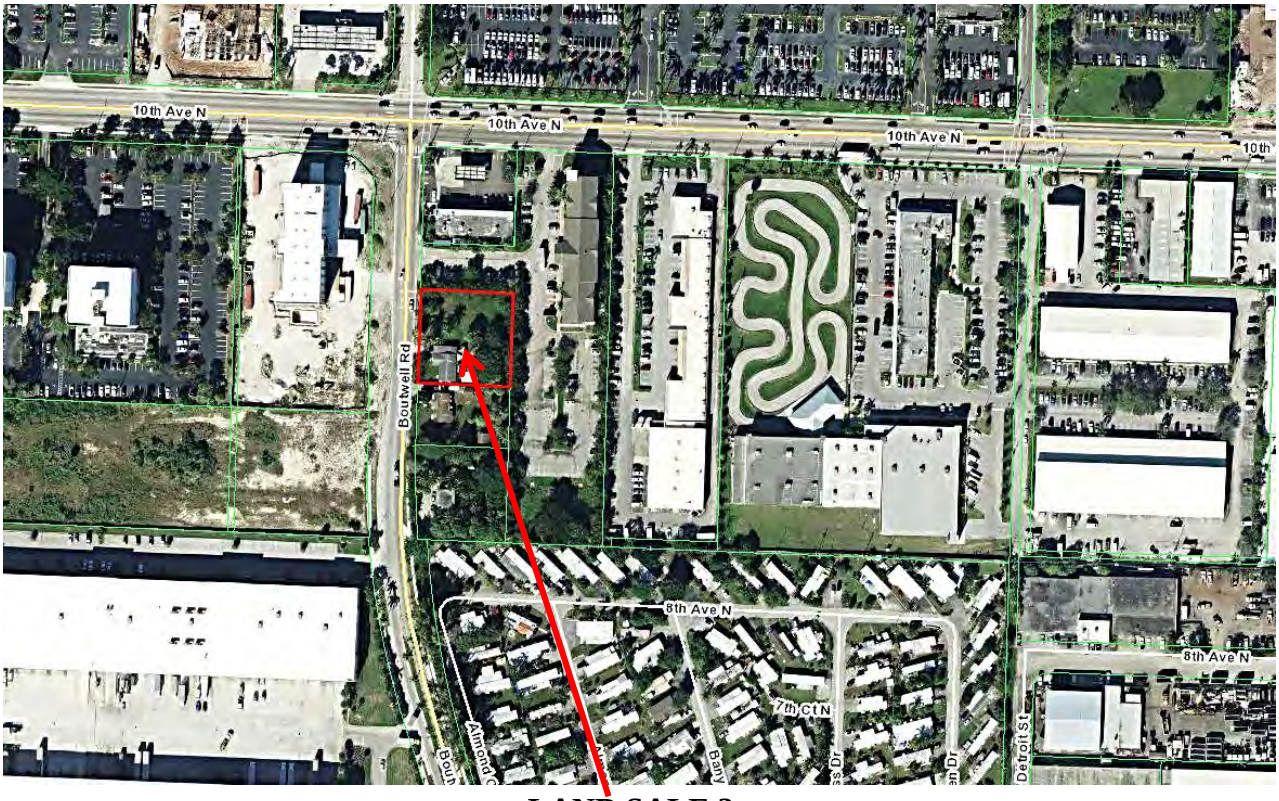
SALE NO.	1
LEGAL DESCRIPTION	South 75 feet of Lot 1, Block 4, THE MEEKS AND ANDREW ADDITION TO BOYNTON FLA, Plat Book 5, page 84, Palm Beach County, FL
RECORDED	O. R. Book 36039, page 475, Palm Beach County, FL
GRANTOR	Shirley A. Waters, et al
GRANTEE	Bride of Christ Tabernacle, Inc.
DATE OF SALE	September 19, 2025
LOCATION	236 NE 11 Avenue Boynton Beach, FL
ZONING	"R-2", One & Two family residential
SALE PRICE	$120,000
LAND SIZE	3,484 square feet
UNITS OF COMPARISON	$34.44 per square foot
PARCEL CONTROL NO.	08 43 45 21 22 003 0012
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
COMMENTS	Small vacant site purchased by a property owner in the same block who is assembling land. Grantor Shirley Waters also owns the appraised property.



AERIAL VIEW OF LAND SALE 1
236 NE 11 AVENUE
BOYNTON BEACH, FL

VACANT LAND SALES

SALE NO.	2
LEGAL DESCRIPTION	Model Land Sales Co. Sub, S 150 Ft. of N 405 Ft. of W 175 Ft. of Tract 33 (less W 25 Ft. for Boutwell Rd R/W), Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida
RECORDED	O. R. Book 34725, Page 733, Palm Beach County, FL
GRANTOR	Creative Financing, LLC
GRANTEE	Lassco Development, Inc.
DATE OF SALE	December 12, 2023
LOCATION	3322 Boutwell Road, Lake Worth, Florida
ZONING	"MU-W" Mixed Use West (38-Lake Worth Beach)
SALE PRICE	$550,000
LAND SIZE	15,751 square feet
UNITS OF COMPARISON	$34.92 per Square Foot of Land
PARCEL CONTROL NO.	38-43-44-20-01-033-0060
CONDITIONS OF SALE	Arm's length transaction included a Purchase Money Mortgage for $275,000.
COMMENTS	Older house built in 1955 to be demolished. Site to be redeveloped with 18 apartments.



LAND SALE 2
3322 BOUTWELL ROAD
LAKE WORTH, FLORIDA

VACANT LAND SALES

SALE NO.	3
LEGAL DESCRIPTION	Part of Parcel "N", S M C Plat, Plat Book 72, page17, less parts for rights-of-way, Broward County, FL
RECORDED	Instrument No. 120348590
GRANTOR	Hutton Growth Blue Sky LLC
GRANTEE	Green Mills Holdings LLC
DATE OF SALE	July 28, 2025
LOCATION	750 South State Road 7 Plantation, FL
ZONING	SPI-2, Special Public Interest District, Subdistrict 4- B-HC, Hybrid Commercial
SALE PRICE	$1,425,000
LAND SIZE	33,967 square feet
UNITS OF COMPARISON	$41.95 per square foot
FOLIO NUMBER	50 42 07180020
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Office of closing attorney Janette Darnell
COMMENTS	Land was purchased to construct at least 75 affordable housing units for seniors. Plantation City Council approved a Catalytic Loan of $700,000 to support the development of the housing project.



LAND SALE 3
750 SOUTH STATE ROAD 7
PLANTATION, FL

VACANT LAND SALES

SALE NO.	4
LEGAL DESCRIPTION	Parcel "A", A and E SUBDIVISION, Plat Book 64, page 31, Broward County, FL
RECORDED	Instrument No. 120553762
GRANTOR	Bill Bolvin et al
GRANTEE	Plantation Community Redevelopment Agency
DATE OF SALE	November 17, 2025
LOCATION	4367 Peters Road Plantation, FL
ZONING	SPI-2, Special Public Interest District, Subdistrict 4- HC, Hybrid Commercial
SALE PRICE	$616,000
LAND SIZE	14,950 square feet
UNITS OF COMPARISON	$41.20 per square foot
FOLIO NUMBER	50 41 12 15 0010
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Glendon Hall, Community Redevelopment Administrator
COMMENTS	Prior sale in April, 2022 for $475,000, indicating a change in market conditions of 8.5% per year. Plantation CRA purchased the land to construct affordable housing units.



LAND SALE 4
4367 PETERS ROAD
PLANTATION, FL

VACANT LAND SALES

SALE NO.	5
LEGAL DESCRIPTION	Parts of Lots 14, 15, 16, 17, 18, Block 49, OAKLAND PARK SECOND ADDITION, Plat Book 1, page 39, Broward County, FL
RECORDED	Instrument Nos. 120354087 & 120374213
GRANTOR	Alexander Soto et al
GRANTEE	JCDEV1 LLC
DATE OF SALE	July 18, 2025 & November 5, 2025
LOCATION	3361 & 3381 NE 11 Avenue Oakland Park, FL
ZONING	"DCW", Dixie Highway Corridor – West (mixed use)
SALE PRICE	$925,000 (total)
LAND SIZE	18,795 square feet (total)
UNITS OF COMPARISON	$49.22 per square foot
FOLIO NUMBER	49 42 23 05 1200 & 1210
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Daniel Lubbers, listing broker
COMMENTS	Land purchased to construct multi-family housing. .



LAND SALE 5
3361 & 3381 NORTHEAST 11 AVENUE
OAKLAND PARK, FL

LAND SALE COMPARISON & ADJUSTMENT CHART

					TRANSACTIONAL ADJUSTMENTS			
LAND SALE	**SALE PRICE PRICE/ SF**	**SALE DATE**	**LAND SIZE Sq.Ft.**	**ZONING**	**Market Conditions +5%/year**	**Market Adjusted Sale Price**		**Adjusted Price Per Sq.Ft.**
1								
236 NE 11TH Avenue	$120,000	9/19/2025	3,484	"R-2"	$2,520	$122,520		$35.17
Boynton Beach, Florida	$34.44				+2.10%			
2								
3322 Boutwell Road	$550,000	12/12/2023	15,751	"MU-W"	$59,675	$609,675		$38.71
Lake Worth, Florida	$34.92				+10.85%			
3								
750 South State Road 7	$1,425,000	07/28/2025	33,967	"SP-1"	$41,325	$1,466,325		$43.17
Plantation, Florida	$41.95				+2.90%			
4								
4367 Peters Road	$616,000	11/17/2025	14,950	"SP-1"	$7,700	$623,700		$41.72
Plantation, Florida	$41.20				+1.25%			
5								
3361 & 3381 NE 11th Avenue	$925,000	11/05/2025	18,795	"DCW"	$11,563	$936,563		$49.83
Oakland Park, Florida	$49.22				+1.25%			
SUBJECT	**Value**							**Unit Value**
221 NE 9th Avenue	**$628,000**	**02/13/2026**	15,068	"R-2"	----	----	----	$41.70
Boynton Beach, Florida								

SALES COMPARISON APPROACH
LAND VALUATION

Of the several methods to develop an opinion of land value, the one considered the most reliable is the Sales Comparison Approach. In this method, sales of similar vacant parcels are compared to the site concerned; then adjusted for differences to arrive at land value.
The steps of Sales Comparison in Land Valuation are:

1) Locate and collect information of recent sales of sites most similar to the land being appraised.

2) Verify the sales information with the most reliable sources, including details of financing and any special considerations or non-typical market features.

3) Select relevant units of comparison and develop a comparative analysis.

4) Compare and adjust the sales to the subject using significant, market-derived units of comparison.

5) Reconcile all value indications from the comparisons into a value opinion by this approach.

The appraised property consists of two platted lots at 221 NE 9 Avenue, Boynton Beach, FL. Land size is approximately 15,068 square feet; zoning is "R-2", one or two-user dwelling in the city of Boynton Beach, FL. Highest and best use for the appraised property is to assemble it with adjacent lots for a residential project with a maximum density of 20 dwelling units per acre. Fee simple interest of the market value of the land is developed in this Sales Comparison Approach.

Assembling smaller lots to form a parcel with a size sufficient to construct an attached dwelling or multi-family project is a trend in older, densely populated market areas. The Boynton Beach Community Redevelopment Area has numerous successful projects like this such as Heart of Boynton Village and Shops, Cottage District and Ocean Breeze East. The appraised property and adjacent parcels are poised for another fruitful development. Hence, a property-by-property search was made to find recent sales of sites in the immediate subject market area that would have a similar highest and best use as the subject. Land Sale 1, a few blocks north of the subject, was purchased as part of an assemblage by a property owner in the area. The search was widened to similar areas of Delray Beach to the south and Lake Worth to the north. One smaller site was located that will be improved with a multi-family project. The search was expanded through a larger market area including Broward County. Three additional sales were found. The five presented in this valuation section are representative of the market for smaller sites that will be developed as part of an assemblage or standalone for medium density multi-family projects. Details of the transactions are on the sale sheets and chart.

The unit of comparison used by buyers and sellers of this type of property is the Sale Price per Square Foot of Land. The range of unit prices of the sales is from $34.44 to $49.22 per square foot, before adjustment.

(Continued)

ELEMENTS OF COMPARISON

Elements of comparison are the characteristics of transactions and properties that cause variation in prices paid for real estate. ***The Appraisal of Real Estate*** *states that there are several basic elements of comparison that may be considered in sales comparison analysis for land valuation. The first group is termed* ***transactional elements*** *being: real property rights conveyed, financing terms, conditions of sale and market conditions. Adjustments for transactional elements are made, then, attention is focused on the second group,* ***property elements.*** *This second group of property elements consists of location, physical characteristics and use*.

Real Property Rights Conveyed

A transaction price is always predicated on the real property interest conveyed. Property interests conveyed can either be fee simple (without tenants) or leased fee (subject to leases). An adjustment for property rights conveyed is based on whether a leased fee interest was sold with leases at, below, or above market rent.

The interest valued for the subject property is fee simple. The sales were all conveyances of fee simple interests without leases or easements which were significant enough to affect the price. No adjustment is necessary for this element of comparison.

Financing Terms

Financing terms may have a bearing on the price paid for a property. Such terms that may affect price include assuming a mortgage at lower than current interest rates, the seller paying a buydown for the buyer to have a lower interest rate, or the seller providing financing for a transaction at lower than typical institutional rates. In all of these cases, the buyer could have paid higher prices in such transactions to obtain favorable financing. The reverse is also a possibility in which lower sale prices result from above market financing.

Land Sales 1, 3, 4 and 5 were in cash, the typical way of purchasing small tracts of land. The seller of Land Sale 2 financed the sale by a purchase money mortgage at a 50% loan to price ratio. Such a mortgage is common for the buyer to acquire a tract of land while working on construction plans and securing financing for the project. No adjustment is made for this element of comparison.

Conditions of Sale

Condition of sale addresses the motivation of buyers and sellers. Such motivations include a seller accepting a lower than market price for needed cash, a lender selling a previously foreclosed property to comply with regulations imposed on the institution, or a buyer purchasing an adjacent property. Even arm's length transactions may be the result of atypical motivation, such as lack of exposure time to the market, the result of an eminent domain proceeding, or tax consideration.

(Continued)

None of the land sales are transactions by lenders after foreclosures of prior mortgages on the properties. Grantee of Land Sale 1 is a place of worship that owns other properties in the same block for an on-going assemblage. Even though this parcel is small with limited functional utility, the purchase enlarges the grantee's holdings. Thus, no adjustment is made for conditions of sale to No. 1.

The grantee of Sale 4 is the Plantation, FL Community Redevelopment Agency. Reportedly, the sale was a negotiated transaction with typical market conditions of sale. Conditions of sale for the other properties were also typical for the market with no adjustments necessary.

Market Conditions

Comparable sales that occurred under different market conditions than those applicable to the subject on the effective date of the value estimate require adjustment for any differences that affect their value. The most common adjustment for market condition is time; however, the passage of time itself is not the cause of the adjustment. Market conditions which change over time are the reason to make the adjustment, such as appreciation or depreciation due to building inventory, changes in tax laws, investor's criteria, building moratoriums, fluctuation in supply and demand, et cetera. It is also possible that there is no change in market condition over time.

Four of the sales occurred in later 2025; one closed in December, 2023. Land Sale 4 had a paired sale showing an annual increase of 8.5%. The upward trend in real estate prices is due in large part to scarcity of developable parcels. The steep increase that occurred in the recent past leveled off. From that time to present, there have been few transactions, with the price tendency moving up at a moderate rate of 5% per year, more than the inflation rate. Each of the sales is adjusted upward 5% per year for market conditions to the effective date of appraisal. The amounts of the adjustments are shown on the chart.

Adjustments for **transactional elements** of comparison were considered; now, **property elements of comparison** are addressed.

Location

The location of a property is a key factor in prompting a buyer to purchase it. Location encompasses many aspects such as zoning, road frontage, access, proximity to other competing properties, proximity to a market that will use the goods and services housed in a property, governmental influences, average daily traffic flow, etc. Typically, properties in a neighborhood share some of the same locational characteristics such as age, condition, and style.

Land Sale 1 is located in the immediate subject market area in the Heart of Boynton. Sale 2 is in the Lake Worth area fronting a neighborhood thoroughfare south of 10th Avenue North. Sales 3, 4 and 5 are in central Broward County. No. 3 has the more prominent location fronting State Road 7, a principal arterial.

(Continued)

Sales 1, 2, 4 and 5 have secondary locations compared to No. 3; however, the unit price for Sale 3 is in the range of the other transactions. The more important factor for this element of comparison is that all of the sales and subject have the potential of being improved with a density greater than in a single family residential district. There are some locational differences among the data set; however, with very few land sales of this type, the variances are not significant enough to make adjustments for locality.

Physical Characteristics

Physical characteristics to be considered for adjustments are those that cause a difference in price to be paid by the market. A wide range of such items includes land size, shape, frontage, depth, topography, view, access, functional utility, degree of readiness for development, et cetera.

The size of the appraised land is approximately 15,068 square feet. Land Sales 2, 4 and 5 are closest in size to the subject. Sale 1 is the smallest of the group; No. 3 is the largest. The size range is from 3,484 to 33,967 square feet, all less than one acre. As mentioned, the trend is to maximize the density on land that is available for purchase. There does not appear to be a direct relationship between land size and price per square foot. Availability of a site is more of a determiner of price than the size. A project can be designed to fit the size of the site. Again, with little vacant land for sale in the eastern parts of the South Florida counties, there is not a strong basis to make adjustments for physical characteristics.

Use

For properties to be comparable, they should have similar uses. Highest and best use for the subject is for an attached or multi-family residential project of 20 dwelling units per acre. The sales have a similar highest and best use of a residential project with density greater than single family development. No adjustment is made for the element of comparison of use.

FINAL VALUE OPINION

Following is a summary of the adjusted square foot unit sale prices for the sales.

Sale No.	Adjusted Sale Price/ SF
1	$35.17
2	$38.71
3	$43.17
4	$41.72
5	$49.83

The land sales are adjusted for market conditions. With adjustments made, equal emphasis is placed on each sale. The mean of the data set is $41.70 per square foot of land; the median is almost the same at $41.72 per square foot. The unit value for the appraised property is $41.70 per square foot of land.

(Continued)

SALES COMPARISON APPROACH
(Continued)

The quantity of the comparable data is sufficient to have an overview of the market for medium density (20 units per acre), residentially zoned land in the subject market area. The quality of the data is good in that it provides a sound basis to develop an opinion of value for the property under appraisement. Based on the analysis and conclusions presented within the report, it is our opinion that the Market Value of the Fee Simple Estate of the Subject Property, as of February 13, 2026 is as follows.

SIX HUNDRED TWENTY-EIGHT THOUSAND DOLLARS
$628,000

CERTIFICATION

I certify that, to the best of my knowledge and belief, the statements contained in this report are true and correct.
The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
My engagement in this assignment was not contingent upon developing or reporting predetermined results.
My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

I appraised 221 NE 9 Avenue, Boynton Beach, FL on February 1, 2024.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The analyses, opinions and conclusions were also developed and the report prepared in conformity with the Uniform Standards of Professional Appraisal Practice, which is included in the Appraisal Institute's Standards, and Chapter 475, Part II F.S.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. The use of this report is (*also*) subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

I have visited the property that is the subject of this report on February 9, 2026.

Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions and opinions concerning real estate set forth in this report. No one else has provided significant professional service to the persons signing this certification.

The Appraisal Institute and the American Society of Appraisers each conduct programs of continuing education for their designated members. As of the date of this report, Jesse B. Vance, Jr. and Claudia Vance have completed the continuing education program for Designated Members of the Appraisal Institute. Continuing education programs are also completed for the American Society of Appraisers and the State of Florida.

Jesse B. Vance, Jr.

February 13, 2026

Jesse B. Vance, Jr., MAI, SRA, ASA
Florida State-Certified General Real Estate Appraiser No. RZ-85

Claudia Vance

February 13, 2026

Claudia Vance, MAI
Florida State-Certified General Real Estate Appraiser No. RZ-173

CERTIFICATION AND LIMITING CONDITIONS

The statements and conclusions contained in this report, subject to the limiting conditions hereafter cited, are correct to the best of the writers' knowledge.

1. The undersigned have personally inspected the subject of this report. No pertinent information has been knowingly withheld.

2. Unless specifically included, the subject is analyzed as though free and clear of liens and encumbrances.

3. No responsibility is assumed for legal matters, nor is an opinion of title rendered. Title is assumed to be good and held in Fee Simple, unless excepted.

4. Legal descriptions and property dimensions have been furnished by others; no responsibility for their correctness is assumed. Sketches which may be in the report are for illustrative purposes only.

5. Possession of any copy of this report does not carry with it the right of publication, duplication, or advertising using the writers' names or professional designations or membership organizations.

6. The writers are not required to testify without prior agreement.

7. Neither the employment to make this appraisal nor compensation therefore is contingent on the value reported.

8. Where divisions are made between land, improvements, etc., the values estimated for each apply only under the cited use or uses.

9. The value applies ONLY as of the date of valuation stated within the report.

10. The writers certify that they have no present, past or contemplated interest in the subject of this report - unless specifically stated.

11. This report is the property of the indicated client. It may not be used by any other party for any purpose not consistent with the written function of this report without the express written consent of the writers AND client.

12. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice and Conduct of the Appraisal Institute. The work also conforms to the Uniform Standards of Professional Appraisal Practice.

13. Soil or sub-soil contamination may exist from current or prior users, or users outside the property concerned. The appraisers are not qualified to detect such substances. We urge the client to retain an expert in this field if desired.

14. The appraisers have not been provided a Habitat Survey, Endangered Species Survey, or analysis by a qualified environmental specialist indicating the presence of or proximity to environmentally sensitive and/or protected land or species which could affect the use, and possibly, value of the appraised property. The appraisers are not qualified to identify these factors. We recommend that an expert be hired where there may be reasonable cause to expect the presence of any of the cited elements.

15. Jesse B. Vance, Jr. and Claudia Vance are responsible for the analyses, conclusions, and opinions of real estate set forth in this report. No one else provided significant professional assistance to the signers of this report.

16. Prospective value is based on current conditions and trends. The appraisers cannot be held responsible for unforeseeable events which might alter market conditions upon which market value opinion has been developed.

17. The appraisers certify that they have the knowledge and experience required to perform this appraisal assignment.

18. The appraisers reserve the right to amend or change this report at any time additional market information is obtained which would significantly affect the value.



Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser No. RZ 85 February 13, 2026



Claudia Vance, MAI
State-Certified General Real Estate Appraiser No. RZ 173 February 13, 2026

ADDENDA

CFN 20230323250
OR BK 34566 PG 1605
RECORDED 9/19/2023 2:56 PM
AMT: $10.00
DEED DOC $0.70
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1605 - 1606; (2pgs)

Prepared by and Return to:

Wilbur V. Chaney, Esquire
75 Southwest 5th Avenue
Delray Beach, FL 33444

Parcel ID: 08-43-45-21-18-000-1670

NOT A CERTIFIED COPY

QUIT CLAIM DEED
(Reserving A Life Estate with Special Powers of Appointment)

THIS QUIT CLAIM DEED, made this 19th day of September, 2023 by **SHIRLEY A. WATERS**, a widow, whose address is 1504 NE 2nd Court, Boynton Beach, Florida 33435, **GRANTOR**, to **SAMUEL L. WATERS, JR.**, a married person, whose address is 1504 NE 2nd Court, Boynton Beach, Florida 33435, **GRANTEE**, subject to a life estate reserved to the Grantor, reserving unto herself for and during her lifetime, the exclusive possession, use and enjoyment of the rents and profits of the property described herein. Grantor further reserves unto herself, for and during her lifetime, the right to sell, lease, encumber by mortgage, pledge, lien, or otherwise manage and dispose, in whole or in part, or grant any interest therein, of said premises, by gift, sale, or otherwise so as to terminate the interest of the Grantee, as Grantor in her sole discretion shall decide, except to dispose of said property, if any, devised upon her death. Grantor further reserves unto herself the right to cancel this deed by further conveyance which may destroy any and all rights which the Grantee may possess under this deed. Grantee shall hold a remainder interest in the property described herein upon the death of the Grantor, if the property described herein has not been previously disposed of prior to Grantor's death, all right and title to the property remaining shall fully vest in the Grantee, subject to such liens and encumbrances existing at that time.

WITNESSETH, that the said Grantor, for and in consideration of the sum of $10.00, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described parcel of land, situate, lying and being in **PALM BEACH COUNTY**, Florida, to wit:

½ Interest in:

Lots 167 and 168, ARDEN PARK ADDITION, to the City of Boynton Beach, Florida, as recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as in Plat Book 2, Page 96, Deed Book 965, Page 310 and Deed Book 1064, Page 180.

Address: **221 NE 9th Avenue, Boynton Beach, Florida 33435**

Parcel ID: **08-43-45-21-18-000-1670**

***This is an intra-family conveyance, therefore minimum doc stamps are required.**

****This Quit Claim Deed has been prepared without examination of Title.**

CFN 20230323250
OR BK 34566 PG 1606
Pg: 2 of 2

The purpose of this quit claim deed is to create a life estate in Grantor with the remainder in **SAMUEL L. WATERS, JR.**, for estate-planning purposes. There is no new consideration for this deed.

TO HAVE AND TO HOLD, together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, lien, interest, and claim whatsoever of Grantor, either in law or equity, to the proper use, benefit, and behalf of Grantee, and Grantee successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date first above stated.

NOT A CERTIFIED COPY

SHIRLEY A. WATERS
1504 NE 2nd Court
Boynton Beach, FL 33435

Signed, sealed and delivered in the presence of:

Patricia McKenna
WITNESS

Herman Stevens
WITNESS

Patricia McKenna
PRINT NAME

Herman Stevens, Jr.
PRINT NAME

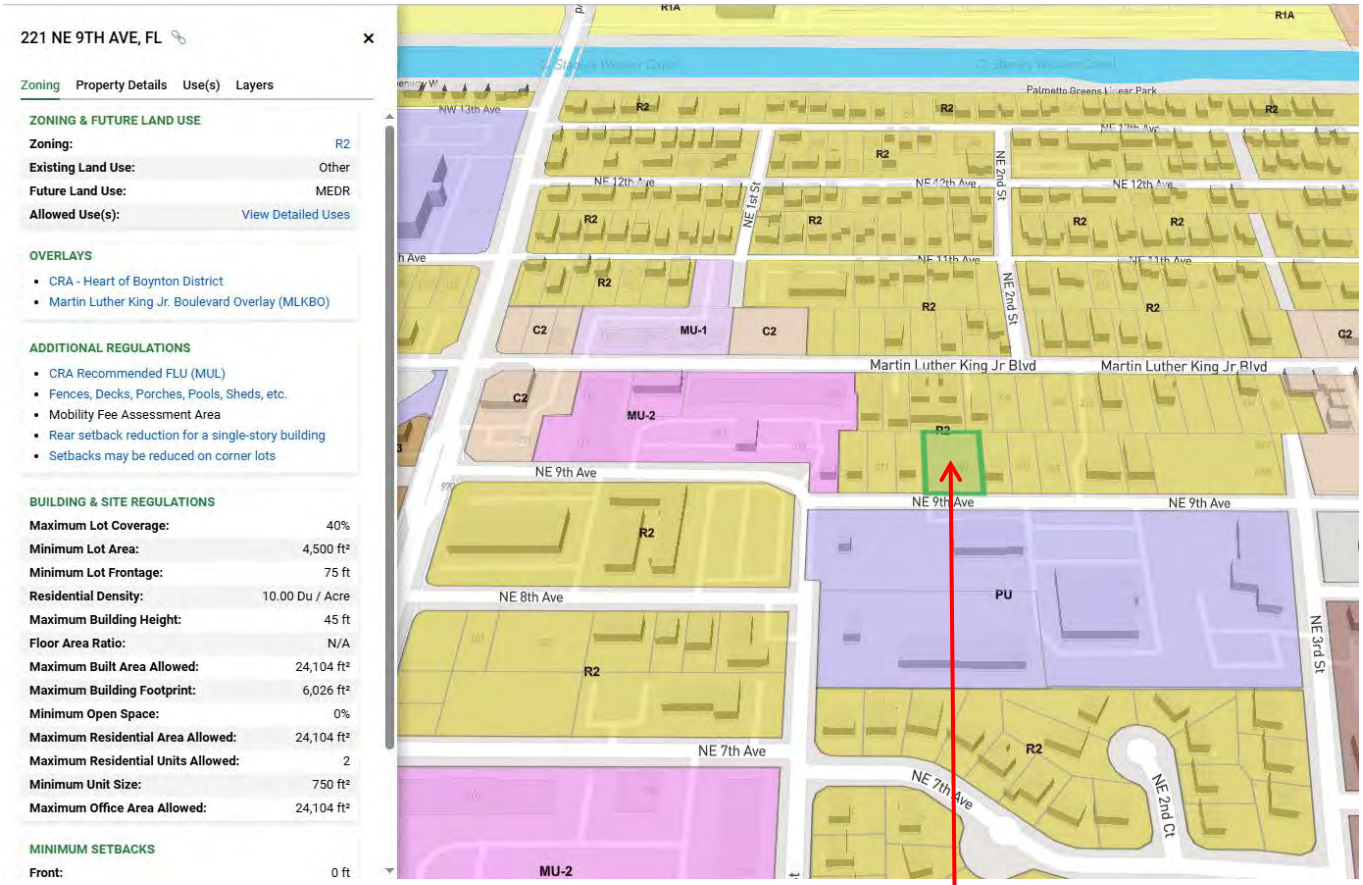
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of September, 2023, by **SHIRLEY A. WATERS**, ☒ who is personally known to me or ☐ who has produced N/A, as identification and who signed the same as her voluntary act and deed, for the uses and purposes therein mentioned..

Witness my hand and official seal in the County and State last aforesaid this 19th day of September, 2023.

Notary Signature

WILBUR V. CRANEY
MY COMMISSION EXPIRES DECEMBER 3, 2024
#GH 027676
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA



ZONING MAP

APPRAISED LAND: R-2, ONE & TWO DWELLING UNITS



FUTURE LAND USE MAP

APPRAISED PROPERTY: MEDR, MEDIUM DENSITY RESIDENTIAL



APPRAISED LAND: 221 NE 9 AVENUE, BOYNTON BEACH, FL

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY PLAN RECOMMENDED LAND USE

E. *R-2 Single and Two-family Residential District.*

1. General. The purpose of the R-2 zoning district is to implement the medium density residential (MeDR) future land use map (FLUM) classification of the Comprehensive Plan. The intent of this conventional district is to stabilize and protect existing residential neighborhoods with densities no greater than ten (10) dwelling units per acre, and allowing limited types of non-residential uses.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-9). Existing and/or planned single-family homes shall conform to the R-1 district requirements; however, for duplex homes, the following lot and building requirements shall be observed:

BUILDING/SITE REGULATIONS R-2 District	
Minimum lot area (per unit):	4,500 s.f.[1]
Minimum lot frontage:	75 feet
Minimum yard setbacks:	
Front:	25 feet[2]
Rear:	25 feet[3]
Interior side:	10 feet[2]
Corner side:	25 feet[2,3]
Minimum living area:	750 s.f.
Maximum lot coverage:	40%
Maximum Floor Ratio Area (FAR)	0.10[4]
Maximum structure height:	25 feet[5]

[1] Single-family dwellings shall be constructed on lots that are no less than six thousand (6,000) square feet.

[2] Pursuant to Section 8.B. below, parcels that have frontage on Martin Luther King Jr. Boulevard and are located within the Martin Luther King Boulevard Overlay Zone shall have front, side interior, and side corner setbacks in accordance with the mixed use-low intensity 1 zoning district (see Section 6.H. below).

[3] On corner lots, the side setback adjacent to the street shall be not less than one-half (1/2) the front yard setback. However, where orientation of adjacent lots on both street frontages provide typical front yard setbacks, the corner lot shall provide for front yard setbacks along both streets. When two (2) front yard setbacks are provided for on a corner lot, no rear yard setback shall be required, only side yard setbacks shall be imposed.

[4] A floor area ratio (FAR) up to 0.10 may be considered for non-residential uses allowed within the R-2 district (see "Use Matrix" – Chapter 3, Article IV, Section 3), pursuant to the medium density residential land use category of the Comprehensive Plan.

[5] Not to exceed two (2) stories.

D. *R-1 Single-family Residential District.*

1. General. The purpose of the R-1 zoning district is to implement the moderate density residential (MoDR) future land use map (FLUM) classification of the Comprehensive Plan. The intent of this conventional district is to encourage single-family dwellings and structures at densities no greater than seven and one-half (7.5) dwelling units per acre, and allowing limited types of non-residential uses.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-8). The following lot and setback requirements shall be observed:

BUILDING/SITE REGULATIONS R-1 District	
Minimum lot area:	6,000 s.f.
Minimum lot frontage:	60 feet
Front:	25 feet
Rear:	20 feet
Special rear yard setback reduction for single-story building additions:[1]	
Abutting: I-95 or railroad tracks:	50%
Abutting: Intracoastal:	50%
Abutting: Lakes:	50%
Abutting: Golf Course:	50%
Abutting: Canals wider than 150 ft	50%
Abutting: Canals narrower than 150 ft	33%
Abutting: Perimeter walls of community that abut other than residential:	
Abutting: Commercial or Industrial	50%
Abutting: Public or private park:	50%
Interior side:	7.5 feet
Corner side:	25 feet[2]
Minimum living area:	1,200 s.f.
Maximum lot coverage:	50%
Maximum structure height:	30 feet

PART III LAND DEVELOPMENT REGULATIONS*

CHAPTER 3. ZONING

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

ARTICLE III. ZONING DISTRICTS AND OVERLAY ZONES

Sec. 1. Overview.

A. *General.* Pursuant to Chapter 1, Article III, Section 5.B., any given parcel of land in the city shall have a zoning district that corresponds with the future land use map (FLUM) classification of the Comprehensive Plan.

B. *Residential Building and Site Regulations (Table 3-1).*

RESIDENTIAL	R-1 AAB	R-1 AA	R-1 A	R-1	R-2 Duplex	R-3 Multi	IPUD	PUD	MHPD
Density (dwelling units per acre):	5	5.5	6	7.5	10	Flexible[13]	Flexible[13]	Flexible[13]	Flexible[13]
Project Area, Minimum (acres)	N/A	N/A	N/A	N/A	N/A	N/A	1 to 5	5+	10+
Lot Area per unit, Minimum (square feet):	9,000	8,000[11]	7,500	6,000	4,500	4,000[15]	Flexible[10]	Flexible[10]	4,200
Lot Frontage, Minimum (feet):	90	75	60	60	75	100	Flexible[10]	Flexible[10]	N/A
Living Area, Minimum A/C (square feet):	1,800	1,600	1,400	1,200	750	750	750	750	N/A
Lot Coverage, Maximum:	45%	45%	45%	50%	40%	40%	50%	N/A	N/A
Floor-Area-Ratio (FAR) for Non-Residential,	N/A	N/A	N/A	N/A	0.10[6]	N/A	0.20[6]	N/A	N/A

Maximum:									
Structure Height, Maximum (feet):	30	30	30	30	25[7]	45[8]	45[9]	45[8]	30
Building Setbacks, Minimum (feet):									
Front:	25	25	25	25	25	40	Flexible[5]	Flexible[5]	20
Interior side:	10	10[11]	7.5	7.5	10	20	Flexible[5]	Flexible[5]	5
Corner side:	25[4]	25[4]	25[4]	25[4]	25[4]	40	Flexible[5]	Flexible[5]	10[14]
Rear:	20[4]	20[4]	20[4]	20[4]	25[4]	40	Flexible[5]	Flexible[5]	10[14]
Special rear yard setback reductions for 1-story building additions abutting:	Maximum Percentage of Reduction:								
I-95 or railroad tracks:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Intracoastal Waterway (ICWW):	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Lake:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Golf course:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Canal wider than 150 feet:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Canal narrower than 150 feet:	33%	33%	33%	33%	N/A	N/A	N/A	N/A	N/A
Commercial/industrial:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A
Public/private park:	50%	50%	50%	50%	N/A	N/A	N/A	N/A	N/A

Sec. 11. Nonconforming Regulations.

A. *Lots and Parcels.*

1. R-1 District, R-1A District, R-2 District, and R-3 District. A detached single-family dwelling may be constructed on any parcel located in an R-1, R-1A, R-2, or R-3 district, provided that it meets all of the following requirements:

a. The parcel contains at least one (1) whole platted lot, platted prior to August 7, 2001;

b. The parcel, or assemblage of platted parcels which individually meet the requirements of paragraph a. above, has a frontage of not less than fifty (50) feet, and a lot area of not less than five thousand (5,000) square feet (irregular, other than rectangle-shaped lots with less than five thousand (5,000) square feet of area may be developed if in conformance with all other lot regulations);

c. All such parcels, when developed, shall comply with all provisions of the Land Development Regulations and applicable building code regulations, including without limitation sections of the building code regulations regarding the impact of construction and drainage on or to adjacent properties.

2. R-2 District. Within R-2 districts, in subdivisions platted prior to the effective date of these Regulations, where the platted lots have a frontage of at least forty (40) feet but less than fifty (50) feet, the following rules shall apply:

a. A detached single-family dwelling may be constructed on any such parcel, provided that the parcel contains at least one (1) whole platted lot.

b. A duplex dwelling may be constructed on any parcel, provided that it meets the following requirements:

(1) The parcel contains at least two (2) whole platted lots;

(2) Property cannot be acquired from adjacent parcels so as to make the subject parcel conforming, without causing the adjacent parcels to become nonconforming or more nonconforming.

c. For any parcel, lot, or combination of lots, where the total frontage is equal or greater than one hundred twenty (120) feet, and the total area is greater than twelve thousand (12,000) square feet, said property shall not be developed except in accordance with the minimum frontage and lot area required in the R-2 zoning district.

d. Ownership of parcels shall be determined by the property tax rolls on file in the Palm Beach County Property Appraiser's Office as of the effective date of these Regulations.

3. R-1AA District. A detached single-family dwelling may be constructed on any parcel located in an R-1AA district, without requiring a variance, provided that it meets the following requirements:

a. The parcel contains at least one (1) whole platted lot.

b. The parcel has a frontage of not less than sixty (60) feet, and a lot area of not less than six thousand, seven hundred fifty (6,750) square feet in area.

c. It would not be possible to acquire property from adjacent parcels so as to make the subject parcel conforming, without causing the adjacent parcels or structures thereon to become nonconforming or more nonconforming.

For any parcel or lot, or combination of lots under the same ownership, where the total frontage and the total area is equal to or greater than that which is required by the R-1AA district building and site regulations, said property shall not be developed except in accordance with the minimum frontage and lot area required in the particular zoning district.

Not more than one (1) parcel or lot, or combination of lots under the same ownership, that is nonconforming but which meets the requirements under b. above may be developed for a single-family house.

Sec. 2. Standards.

A. *General.*

1. Rules and Methodology.

a. Parking space requirements shall be computed on the basis of the principal use of a structure or lot, and using gross floor area unless stated otherwise in this article. Gross floor area, for the purposes of this subsection, shall include the floor area occupied by the principal use, plus the floor area occupied by all other enclosed spaces, including but not limited to storage rooms, maintenance and mechanical rooms, offices, lounges, restrooms, lobbies, basements, mezzanines, and hallways.

b. Where several principal uses exist in one (1) structure or on one (1) lot, parking space requirements shall be computed separately for each principal use, unless stated otherwise in this article. Where parking spaces are required in this article for each of several principal uses that commonly occur together, this is done for the purpose of clarification only, and shall not limit the application of the requirement contained in this paragraph.

c. A use shall be considered a principal use, for the purposes of this subsection, if it could exist separately from all other uses in the same structure or on the same lot, and would by itself generate significant parking demand.

d. Where several principal uses exist in one (1) building or part of a building, and the floor area of each principal use cannot be clearly delineated, the parking space requirement for the use requiring the greatest number of parking spaces shall apply.

e. Where a use is not listed below, parking space requirements shall be determined by the City Commission after review and recommendation by the Director of Planning and Zoning or designee.

f. Where the number of required parking spaces as computed includes a fraction, the number of required parking spaces shall be the computed number rounded to the next highest whole number.

g. Except as provided in Section 3.E. below, there shall be provided, at the time of the erection of any structure or establishment of any use, a number of off-street parking spaces in accordance with the following minimum requirements, and subject to the parking requirements of this subsection. Where a structure or use is enlarged or increased in capacity by any means, including a change in building occupancy which requires the provision of additional parking spaces, or a change in use to or which requires additional parking spaces, the minimum number of parking spaces shall be computed by applying these requirements to the entire structure or use.

2. Minimum Number of Required Off-Street Spaces for Non-Residential Uses. No fewer than four (4) parking spaces shall be provided for any non-residential use.

3. Location of Off-Street Parking Areas.

a. Residential. Required parking spaces for all dwellings shall be located on the same lot as the dwelling to be served.

b. Non-residential. Required parking spaces for all non-residential uses shall be owned by the owner of the building or lot to be served, and shall be located on the same lot, or not more than three hundred (300) feet distance, unless the property is located within those areas defined within the adaptive re-use section of the Code (Chapter 4, Article 5, Section 4). In those areas, required parking spaces may be leased within three hundred (300) feet of the use in which they serve, subject to Board and City Commission approval, and the property shall be posted with signage indicating to patrons the location of the leased parking.

B. *Table 4-17. Residential and Lodging Uses.*

Residential and Lodging Uses	Standard Number of Required Parking Spaces

Building area size is based upon gross floor area (in square feet) unless specifically expressed otherwise.	
Single-family, duplex dwelling, or mobile home:	2[1]
Efficiency or one (1)-bedroom apartment:	1.5[1,2]
Within mixed use high district:	1.33[2]
Two (2) or more bedroom apartment:	2[1,2]
Within mixed use high district:	1.66[1,2]
Dormitories:	1 per unit
Hotel & motel units containing one (1)-bedroom:	1.25 per unit
Within mixed use high district:	1 per unit
Hotel & motel suite containing two (2) or more bedrooms:	2 per unit
Within mixed use high district:	1 per unit
Group home (types 1 through 4):	1 per 3 beds
Bed & breakfast:	1[3]
Live/work unit:	1 per 2 units[4]

[1] Residential driveways shall satisfy the parking space requirements for single-family detached dwelling units, duplexes, and multi-family dwelling units containing garages, provided such driveways are of sufficient size to meet the parking space requirements of this subsection. A residential driveway of sufficient size shall be provided prior to the issuance of a certificate of occupancy. For all required parking spaces not located within an enclosed garage, the first parking space shall be the minimum size required for a handicap space, exclusive of public or private rights-of-way, and all other required spaces must be dimensioned in accordance with current city standards. All driveways shall be setback at least two (2) feet from interior side and corner side property lines, and maintained and drained so as to prevent nuisance conditions or a danger to the public and/or adjacent property owners. Any expansion to an existing driveway shall require a zoning permit from the Planning and Zoning Division in accordance with the procedures specified in Chapter 2, Article II, Section 5.B.; however, any driveway expansion (or similar impervious surface) that is equal to or greater than eight hundred (800) square feet shall require the approval of a land development permit in accordance with Chapter 2, Article III, Section 3. Any work, such as a driveway, proposed within the swale (right-of-way) shall require a permit from the Engineering Division in accordance with the procedures specified in Chapter 2, Article III, Section 4.

[2] Guest parking shall be provided at a rate of 0.15 spaces per unit for residential developments consisting of three (3) or more dwelling units.

[3] Required parking shall be calculated on the basis of one (1) space per each employee, manager, or owner and one (1) parking space for each guest unit. Newly created parking may be located only in the rear and side yard.

[4] In addition to the required parking for the residential unit, the city requires that one (1) parking space per two (2) live/work units be provided to meet business activity needs. Parking provided to meet this requirement shall be located on the lot, built into or under the structure, or within three hundred (300) feet of the unit in which the use is located. The distance shall be a straight line measurement from a point on the boundary line of the property of the subject unit to the closest boundary line of the property on which the parking is located. Parking provided to accommodate said space, including driveways of adequate depth in front of the unit's garage, shall not serve as meeting required parking for the unit's residential use.

E. *Mixed Use Urban Building and Site Regulations (Table 3-4).*

MIXED USE, URBAN	MU-L1	MU-L2	MU-L3	MU-4	MU-H
Lot Area, Minimum (acres):					
Public park	N/A	N/A	N/A	N/A	N/A
All other uses	0.50	0.75	1	1	1
Lot Frontage, Minimum (ft.)[1]	100	100	150[2]	200	200
Structure Ht., Minimum (ft.)	30	30	30	45	45
Maximum Height (ft.)[5]	45	65	75	100	150/125[6]
Maximum Density (DUs/Acre)[14, 16]	20	30	40	60	80
Maximum F.A.R.[15]	1.0	2.0	3.0	4.0	4.0
Build-to-line (ft.)[11]					
All sides abutting a collector or arterial road	Factor of Pedestrian Zone Requirement[10]				
Abutting a Local street	0[10]	0[10]	0[10]	0[10]	0[10]
Interior side	0[10]	0[10]	0[10]	0[10]	0[10]
Building Setback, Minimum (ft.)[11]					
Rear abutting:					
Residential single-family	25[7]/0[7, 8]	25[7]	25[7]	25[7]	25[7]
Intracoastal waterway	25[7]	25[7]	25[7]	25[7]	25[7]
Side abutting					
Residential single-family	25[7]/0[7, 8]	25[7]	25[7]	25[7]	25[7]
Usable Open Space, Minimum (sq. ft.)[13]	N/A	N/A	N/A	1%	2%

1. May be reduced if frontage extends from right-of-way to right-of-way.

2. Minimum of fifty (50) feet, if frontage is on a collector/local collector roadway.

5. Maximum height on any street frontage is forty-five (45) feet. Maximum height on Intracoastal Waterway is thirty-five (35) feet. Heights may require reduction where adjacent to a single-family zoning district where necessary to achieve the compatibility requirements of these regulations.

6. Maximum height reduced to one hundred twenty-five (125) feet for the entire project where property abuts any MU-L or residential zoning district not separated by a right-of-way.

7. Plus one (1) additional foot for each foot of height over thirty-five (35) feet.

8. Where there is an intervening right-of-way of at least forty (40) feet.

9. Subject to permitting agency approval.

10. Buildings and structures shall be located no farther than zero (0) feet from the property line, except in conjunction with providing required visibility at intersections, driveways; open spaces and public plazas; or when additional setback is necessary to provide for required "Pedestrian Zone (PZ). Building placement is a factor of roadway type and CRA district, which determines the min. width and design of the PZ. Except for the Downtown District, where the minimum PZ width is 18', the minimum PZ in all other districts if 16 ft. See Section 5.C.2. below for additional relief provisions from build-to line requirements.

11. Listed eligible historic structures are not required to meet these standards.

13. Usable open space shall be required for all developments two (2) acres in size or larger which shall be devoted to plazas or other public open space, excluding private recreation. See Chapter 4, Article III, Section 8 for additional regulations.

14. Projects within the transit core shall have minimum densities as follows: MU-1 - eleven (11), MU-2 - twenty (20), MU-3 - thirty (30), MU-4 - thirty-five (35) and MU-H - forty (40) dwellings per acre (except that minimum density for the MU-H district applies to projects located within the entire station area).

15. Projects within the transit core shall have a minimum FAR as follows: MU-L3 - one and three-quarters (1.75), MU-4 (2.0) and MU-H - two (2.0) (except that minimum FAR for the MU-H district applies to projects to be located within the entire station area).

16. The maximum density for projects within the Downtown Transit-Oriented Development District Overlay Zone (the Station Area) may be increased up to twenty-five percent (25%) over the maximum density allowed in the underlying zoning district.

(Ord. 10-025, passed 12-7-10; Am. Ord. 12-016, passed 10-2-12; Am. Ord. 14-009, passed 7-1-14; Am. Ord. 15-006, passed 3-2-15; Am. Ord. 16-023, passed 1-3-17)

SUMMARY OF USPAP (Uniform Standards of Professional Appraisal Practice) Standard Rule 2: Real Property Appraisal, Reporting

In reporting the results of a real property appraisal, an appraiser must communicate each analysis, opinion, and conclusion in a manner that is not misleading. STANDARD 2 addresses the content and level of information required in a report that communicates the results of the real property appraisal. STANDARD 2 does not dictate the form, format, or style of real property appraisal reports. The substantive content of a report determines its compliance.

STANDARDS RULE 2-1

Each written or oral real property appraisal report must:

(a) clearly and accurately set forth the appraisal in a manner that will not be misleading;

(b) contain sufficient information to enable the intended users of the appraisal to understand the report properly; and

(c) clearly and accurately disclose all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment.

STANDARDS RULE 2-2

Each written real property appraisal report must be prepared under one of the following options and prominently state which option is used: Appraisal Report or Restricted Appraisal Report.

An appraiser may use any other label in addition to, but not in place of, the labels set forth in this Standards Rule for the type of report produced. The use of additional labels such as analysis, consultation, evaluation, study, or valuation does not exempt an appraiser from adherence to USPAP. The report content and level of information requirements in this Standards Rule are minimal for each type of report. An appraiser must supplement a report form, when necessary, to insure that any intended user of the appraisal is not misled and that the report complies with the applicable content requirements.

(a) The content of an appraisal report must be appropriate for the intended use or the appraisal and, at a minimum:

- *(i) state the identity of the client, or if the client requested anonymity, state that the identity is withheld at the client's request but is retained in the appraiser's workfile;*
- *(ii) state the identity of any other intended users by name or type;*
- *(iii) state the intended use of the appraisal;*
- *(iv) contain information, documents, and/or exhibits sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment;*
- *(v) state the real property interest appraised;*
- *(vi) state the type and definition of value and cite the source of the definition;*
- *(vii) state the effective date of the appraisal and the date of the report;*
- *(viii) summarize the scope of work used to develop the appraisal;*
- *(ix) summarize the extent of any significant real property appraisal assistance;*

SUMMARY OF USPAP (Uniform Standards of Professional Appraisal Practice) Standard Rule 2: Real Property Appraisal, Reporting

(x) provide sufficient information to indicate that the appraiser complied with the requirements of STANDARD 1 by:
(1) summarizing the appraisal methods and techniques employed;
(2) stating the reasons for excluding the sales comparison, cost, or income approach(es) if any have not been developed;
(3) summarizing the results of analyzing the subject sales, options, and listings in accordance with Standards Rule 1-5;
(4) stating the value opinion(s) and conclusions(s); and
(5) summarizing the information analyzed and the reasoning that supports the analyses opinions, and conclusions, including reconciliation of the data and approaches;

(xi) state the use of the real estate existing as of the effective date and the use of the real estate reflected in the appraisal;
(xii) when an opinion of highest and best use was developed by the appraiser, state that opinion and summarize the support and rationale for that opinion;
(xiii) clearly and conspicuously:
- *state all extraordinary assumptions and hypothetical conditions, and*
- *state that their use might have affected the assignment results, and*

(xiv) include a signed certification in accordance with Standards Rule 2-1.

STANDARDS RULE 1-5

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

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

b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

475.611 Florida Statutes: Definitions.-

(1) As used in this part, the term:

(a) “Appraisal” or “Appraisal Services” means the services provided by certified and licensed appraisers or registered trainee appraisers, and includes:

1. "Appraisal assignment" denotes an engagement for which a person is employed or retained to act, or could be perceived by third parties or the public as acting, as an agent or a disinterested third party in rendering an unbiased analysis, opinion, review, or conclusion relating to the nature, quality, value, or utility of specified interests in, or aspects of, identified real property.

2. "Analysis assignment" denotes appraisal services that relate to the employer's or client's individual needs or investment objectives and includes specialized marketing, financing, and feasibility studies as well as analyses, opinions, and conclusions given in connection with activities such as real estate brokerage, mortgage banking, real estate counseling, or real estate consulting.

3. "Appraisal review assignment" denotes an engagement for which an appraiser is employed or retained to develop and communicate an opinion about the quality of another appraiser's appraisal, appraisal report, or work. An appraisal review may or may not contain the reviewing appraiser's opinion of value.

(b) "Appraisal Foundation" or "foundation" means the Appraisal Foundation established on November 20, 1987, as a not-for-profit corporation under the laws of Illinois.

(c) "Appraisal report" means any communication, written or oral, of an appraisal, appraisal review, appraisal consulting service, analysis, opinion, or conclusion relating to the nature, quality, value, or utility of a specified interest in, or aspect of, identified real property, and includes any report communicating an appraisal analysis, opinion, or conclusion of value, regardless of title. However, in order to be recognized in a federally related transaction, an appraisal report must be written.

(d) "Appraisal review" means the act or process of developing and communicating an opinion about the quality of another appraiser's appraisal, appraisal report, or work.

(e) "Appraisal subcommittee" means the designees of the heads of the federal financial institutions regulatory agencies established by the Federal Financial Institutions Examination Council Act of 1978 (12 U.S.C. ss. 3301 et seq.), as amended.

(f) "Appraiser" means any person who is a registered trainee real estate appraiser, licensed real estate appraiser, or a certified real estate appraiser.
An appraiser renders a professional service and is a <u>professional</u> within the meaning of 95.11(4)(a).

(g) "Board" means the Florida Real Estate Appraisal Board established under this section.

(h) “**<u>Certified General Appraiser</u>**” means a person who is certified by the department **as <u>qualified to issue appraisal reports for any type of real property</u>**

(i) "Certified Residential Appraiser" means a person who is certified by the department as qualified to issue appraisal reports for residential real property of one to four residential units, without regard to transaction value or complexity, or real property as may be authorized by federal regulation.

(j) "Department" means the Department of Business and Professional Regulation.

475.628 Professional standards for appraisers registered, licensed, or certified under this part.—

(1) The board shall adopt rules establishing standards of professional practice which meet or exceed nationally recognized standards of appraisal practice, including standards adopted by the Appraisal Standards Board of the Appraisal Foundation. Each appraiser registered, licensed, or certified under this part must comply with the rules. Statements on appraisal standards which may be issued for the purpose of clarification, interpretation, explanation, or elaboration through the Appraisal Foundation are binding on any appraiser registered, licensed, or certified under this part, upon adoption by rule of the board.

(2) The board may adopt rules establishing standards of professional practice other than standards adopted by the Appraisal Standards Board of the Appraisal Foundation for nonfederally related transactions. The board shall require that when performing an appraisal or appraisal service for any purpose other than a federally related transaction, an appraiser must comply with the Ethics and Competency Rules of the standards adopted by the Appraisal Standards Board of the Appraisal Foundation, and other requirements as determined by rule of the board. An assignment completed using alternate standards does not satisfy the experience requirements under s. 475.617 unless the assignment complies with the standards adopted by the Appraisal Standards Board of the Appraisal Foundation.

History.—ss. 9, 11, ch. 91-89; s. 4, ch. 91-429; s. 35, ch. 98-250; s. 22, ch. 2012-61; s. 9, ch. 2017-30.

Vance Real Estate Service



Jesse B. Vance, Jr., MAI, SRA, ASA, MBA

Appraiser · Real Estate Analyst · Reviewer · Expert Witness
Vance Real Estate Service · 7481 NW 4 Street · Plantation · Florida · 33317
Office: 954·583·2116; Cell: 954·610·2423; Email: vanceval@comcast.net
Web Page: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 45 years. Designated appraisers perform the appraisal work, no trainees. Jesse B. Vance, Jr., MAI, SRA, ASA, MBA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, bankruptcies, deficiency judgments, marriage dissolution, and estate valuations. Our firm values most types of real property interests for sale, mortgage loans, litigation and investment reasonably, timely and professionally. As licensed real estate brokers, we perform most other real property functions. We also do "Valuations for Financial Reporting."

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ DEGREES/ LICENSES & CERTIFICATIONS

MAI DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781
SRA DESIGNATION - APPRAISAL INSTITUTE/Life Member No. 8781
ASA DESIGNATION - AMERICAN SOCIETY OF APPRAISERS (RE-Urban) #003439
MBA DEGREE - REAL ESTATE MANAGEMENT AND DEVELOPMENT
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER #RZ-85 (Florida)
FLORIDA STATE LICENSED REAL ESTATE BROKER NO. BK. 91050
REGISTERED VETERAN-OWNED SMALL BUSINESS (CCR/Duns 826494957)
FLORIDA CERTIFIED SDVBE BUSINESS ENTERPRISE (Minority Business Enterprise - MBE)
FLORIDA "D.E.P." APPROVED APPRAISER

B) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION

1. U.S. Court of Appeals, Eleventh Circuit
2. U.S. District Court, Southern District of South Florida
3. U.S. District Court, New Jersey
4. U.S. Bankruptcy Court, Southern District of Florida
5. U.S. Bankruptcy Court, District of New Jersey
6. U.S. Bankruptcy Court, Western (Pittsburgh) Division of Pennsylvania
7. Florida Circuit Courts: Broward, Dade, Palm Beach, Lee, Collier, Martin, and Okeechobee Counties
8. Appraiser on landmark eminent domain cases: TESSLER, NESS TRAILER PARK, PATEL, SIMPSON v. FILLICHIO, RUBANO, PALM BEACH COUNTY (FL) vs. COVE CLUB INVESTORS, LTD.

C) EXPERIENCE Over thirty-five (35) years appraising and analyzing real property interests in South Florida.
Partial list: RESIDENCES, RESTAURANTS/BARS, APARTMENT BUILDINGS, OFFICE BUILDINGS HOTELS/MOTELS, CHURCHES, CONDOMINIUMS/COOPS, HOSPITALS & NURSING HOMES, VACANT LAND, GOLF COURSES, GOLF CLUBS, GASOLINE SERVICE STATIONS, MARINAS, TRAILER PARKS, SHOPPING CENTERS, BANKS/THRIFT INSTITUTIONS, BOWLING ALLEYS, P.U.D.'S, INDUSTRIAL BUILDINGS, TIME-SHARE DEVELOPMENTS, ROCK PITS, SCHOOLS, AGRICULTURAL PROPERTIES, WATER MANAGEMENT DISTRICT, MARKETABILITY, FEASIBILITY ANALYSES, INVESTMENT ANALYSES, AUTO SALES FACILITIES, LEASE VALUATIONS, TAX & ASSESSMENT APPEALS, CONDEMNATION, EXPERT WITNESS (Member National Forensic Center), BUSINESS ENTERPRISE VALUATIONS (BEV), (VFR) VALUATION FOR FINANCIAL REPORTING, AVIGATION & CLEARANCE EASEMENTS, ESTATES, DIVORCES, PLANNING/LAND USE STUDIES, HIGHEST & BEST USE ANALYSES, DEPRECIATION ANALYSES, COMPONENT APPRAISALS, ENVIRONMENTALLY SENSITIVE LAND, CONTAMINATED PROPERTIES, SUGARCANE & TURFGRASS LAND, DAY CARE CENTERS, SELF-STORAGE FACILITIES, FUNERAL HOMES, ANIMAL HOSPITALS, SUBMERGED LAND, CITY CENTERS, etc.

D) PARTIAL LIST OF CLIENTS

PRIVATE INDIVIDUALS AND CORPORATIONS, ATTORNEYS, ACCOUNTANTS, TRUST DEPARTMENTS, **COMMERCIAL BANKS**: Wells Fargo; BankAtlantic; SunTrust; American National Bank; Landmark Bank; City National Bank; BankUnited; Gateway American Bank; State Farm Bank; Englewood Bank & Trust; SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES; **FLORIDA CITIES**: FORT LAUDERDALE, PLANTATION, COOPER CITY, TAMARAC, LAUDERHILL, BOCA RATON, DEERFIELD BEACH, OAKLAND PARK, WILTON MANORS, HOLLYWOOD, WEST PALM BEACH, DELRAY BEACH, HALLANDALE, PEMBROKE PINES, COOPER CITY, TOWN OF DAVIE, TOWN OF SOUTHWEST RANCHES, MIRAMAR. **FLORIDA COUNTIES**: BROWARD, PALM BEACH, COLLIER, OKEECHOBEE; BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS; OKEECHOBEE BOARD OF COUNTY COMMISSIONERS. **SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, BROWARD COUNTY HOUSING AUTHORITY, STATE OF FLORIDA** DEPARTMENT OF TRANSPORTATION (DOT); **STATE OF FLORIDA** DIVISION OF GENERAL SERVICES(GSA); N. BROWARD GENERAL HOSPITAL DISTRICT; **STATE OF FLORIDA** DEPARTMENT OF ENVIRONMENTAL PROTECTION **(Approved Vendor);U.S. TREASURY DEPARTMENT** (General Counsel, I.R.S.); **U.S. MARSHAL'S SERVICE** – **U.S. ATTORNEY'S OFFICE** CENTRAL DIVISION – U.S. Dept. of Justice; **VETERANS ADMINISTRATION**

E) EDUCATIONAL BACKGROUND - (Partial List)

ACADEMIC:

BACHELOR OF ARTS - Earlham College, Richmond, Indiana (1954)

MBA (Nova University) - Real Estate Management & Development (National Dean's List 1991)

Professional:

Qualifying courses for the SRA and SREA designations from the Society of Real Estate Appraisers
Qualifying courses for the MAI designation from the Appraisal Institute

F) APPRAISAL TEACHING EXPERIENCE

Licensed by the Florida Department of Education to Teach (Certificate No. 275236). Authored and taught Residential and Commercial Real Estate Appraisal Courses for Broward County Adult Education Program. Taught Course 101 - Society of Real Estate Appraisers. Taught Course 201 - Society of Real Estate Appraisers. Taught Appraisal Seminars - Board of Realtors, ASA, SREA, and AI (Appraisal Institute). Adjunct Professor, University of Florida Division of Continuing Education: (taught Course 2, "Real Estate Principles and Practices" to prospective Florida Real Estate Brokers).

G) PROFESSIONAL OFFICES HELD/AWARDS

NATIONAL B.O.D. MEMBER	-	BOARD OF DIRECTORS of APPRAISAL INSTITUTE (2006- 2008)
AWARD	-	Appraisal Institute "NATIONAL PRESIDENTS AWARD" 2008
AWARD	-	Appraisal Institute "LIFETIME ACHIEVEMENT AWARD" 2011 For "high ethical standards, contributions to the Appraisal Institute, Community and Appraisal Profession for at least 20 years."
CHAIR	-	REGION X - All of Florida - Appraisal Institute (2008)
VICE-CHAIR	-	REGION X - All of Florida - Appraisal Institute (2007)
THIRD DIRECTOR	-	REGION X - All of Florida - Appraisal Institute (2006)
FINANCE OFFICER	-	REGION X – All of Florida – Appraisal Institute (2006)
PRESIDENT	-	BROWARD COUNTY, SOCIETY OF REAL ESTATE APPRAISERS
PRESIDENT	-	BROWARD COUNTY, AMERICAN SOCIETY OF APPRAISERS
CHAIR	-	FLA. STATE GOVERNMENT RELATIONS SUBCOMMITTEE OF AI
CHAIR	-	FLA. STATE LEGISLATION & REGULATION SUBCOMMITTEE OF AI

G) PROFESSIONAL OFFICES HELD/AWARDS

CHAIR	-	FLORIDA REALTORS COMMITTEE ON COMMITTEE REFORMS
CHAIR	-	EDUCATION COMMITTEE, FT. LAUDERDALE CHAPTER AI
CHAIR	-	CANDIDATES GUIDANCE COMMITTEE, FT .LAUDERDALE CHAPTER AI
CHAIR	-	NATIONAL Valuation for Financial Reporting PROJECT TEAM OF AI
VICE CHAIR & MEMBER	-	NATIONAL GOVERNMENT RELATIONS COMMITTEE OF AI (15 Years)
MEMBER	-	NATIONAL LONG RANGE PLANNING COMMITTEE OF AI
MEMBER	-	NATIONAL PUBLIC AFFAIRS COMMITTEE OF AI
DIRECTOR	-	REGION X (Florida) Appraisal Institute
MEMBER	-	REGION X (FLORIDA) ETHICS AND COUNSELING PANEL

DIRECTOR	-	BROWARD COUNTY, FLORIDA SOCIETY OF REAL ESTATE APPRAISERS
DIRECTOR	-	SOUTH FLORIDA CHAPTER AMERICAN SOCIETY OF APPRAISERS
MEMBER	-	NATIONAL EXPERIENCE REVIEW PANEL MEMBER OF AI
SPECIAL MASTER	-	BROWARD COUNTY BOARD OF TAX ADJUSTMENT
COMMISSIONER	-	17TH JUDICIAL CIRCUIT COURT, Broward County, FL
MEMBER	-	2013 APPRAISAL INSTITUTE NATIONAL BUSVAL PROJECT TEAM

H) PROFESSIONAL PUBLICATIONS & PRESENTATIONS

Wrote and taught a basic Residential Appraisal Course for the Broward County Adult Education Div. of the Dept. of Education;
Wrote and taught an Income Appraisal Course for the Broward County Adult Education Division of the Department of Education;
Co-authored and taught an appraisal course on Mortgage-Equity Capitalization for the American Society of Appraisers.
Authored and taught a Florida State and Appraisal Institute 3-hour accredited course in "The Legislation, Regulation and Appraisal of Real Property Rights in Florida September 7, 1996.
Presentation on "Gramm-Leach-Bliley" Federal Privacy Act of 1999 for South Florida Chapter of American Society of Appraisers on October 24, 2001.
Presented 3-hour Florida CEU-credit seminar on "Appraisers and the Gramm-Leach-Bliley Act" before the South Florida Chapter of the Appraisal Institute on July 27, 2002.
Presenter at 6.5 Hour CLE-credit Attorney Seminar on Florida Eminent Domain, "Valuation and Damage Issues" February 2, 2006, Fort Lauderdale, Florida

I) CIVIC INVOLVEMENT

MEMBER OF ROTARY INTERNATIONAL / PAUL HARRIS FELLOW
MEMBER OF THE GREATER FORT LAUDERDALE OPERA GUILD
MEMBER FLORIDA PHILHARMONIC BROWARD TRUSTEES
MEMBER OF THE BROWARD COUNTY LIBRARY SUPPORT GROUP ("BYBLOS")
MEMBER CIRCLE OF FRIENDS – NOVA SOUTHEASTERN LIBRARY FOUNDATION
MEMBER NOVA SOUTHEASTERN UNIVERSITY ALUMNI ASSOCIATION
MEMBER OF THE FORT LAUDERDALE HISTORICAL SOCIETY
MEMBER OF THE BROWARD COUNTY MUSEUM OF THE ARTS
MEMBER OF THE FORT LAUDERDALE / BROWARD COUNTY CHAMBER OF COMMERCE
MEMBER OF THE BETTER BUSINESS BUREAU OF SOUTH FLORIDA
LIFETIME HONORARY MEMBER FLORIDA SHERIFF'S ASSOCIATION
MEMBER NATIONAL & FT. LAUDERDALE COUNCILS U.S. NAVY LEAGUE
U.S. ARMY VETERAN WWII (RA 17212681) - HONORABLE DISCHARGE 1949



Claudia Vance, MAI

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Web Site: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 40 years. Designated appraisers perform the appraisal work, no trainees. Our appraisals are used for financial/ mortgage loan purposes from large mixed use complexes to small owner- occupied properties. We have the qualifications for appraisals submitted to SBA.
Jesse B. Vance, Jr., MAI, SRA, ASA and Claudia Vance, MAI are qualified as expert witnesses for eminent domain, deficiency judgments, marriage dissolution, and estates. Our firm values most types of real property interests, timely, professionally, and at competitive costs.

PROFESSIONAL QUALIFICATIONS

A) PROFESSIONAL DESIGNATIONS/ LICENSES
MAI Designation - APPRAISAL INSTITUTE No. 9451
State-Certified General Real Estate Appraiser No. RZ-173
Florida State Licensed Real Estate Broker No. BK 0161305
VOSB Veteran-Owned Small Business (CCR/Duns 826494957)

B) WORK HISTORY
1983 - Current Vice President - Vance Real Estate Service
1981 – 1983 President - The Appraisal Company, Fort Lauderdale, Florida

C) QUALIFIED AS AN EXPERT WITNESS IN REAL ESTATE VALUATION
U.S. Bankruptcy Court, Southern District of Florida
Florida Circuit Court: Broward County

D) PROFESSIONAL DEVELOPMENT PROGRAM REGISTRIES
Valuation of Sustainable Buildings: Commercial
Valuation of Sustainable Buildings: Residential

E) EXPERIENCE: 40+years appraising and analyzing real property interests in South Florida.

F) APPRAISER SPECIAL MAGISTRATE FOR THE BROWARD CO VALUE ADJUSTMENT BOARD 2002-2010

Partial list of real property types valued:
High value residences, Condominiums/ Co-operatives, Office, Industrial, Multi-family, Restaurants/ bars, Auto dealerships, City Centers, Hotels/ motels, Houses of worship, Schools, Child care centers, Self-storage, Funeral home, Animal Hospital, Mixed use, Nursing homes, Gas sales stations, Marinas, Mobile home parks, Shopping centers, Country clubs/ golf courses, Financial institutions, Bowling centers, Vacant land, Agricultural properties, Environmentally sensitive land

Types of Reports:
Market Value, Eminent Domain, Marketability, Feasibility, Highest and Best Use, Investment Analyses, Partial Interests, Easement Valuations, Estate planning, Marriage dissolution, Land use studies, Damage/ Contamination studies

G) PARTIAL LIST OF CLIENTS –

PRIVATE: Individuals, Corporations, Attorneys, Accountants, Habitat for Humanity, Seminole Tribe of Florida

COMMERCIAL BANKS: Wells Fargo; BankAtlantic; SunTrust; Citigroup; Space Coast Credit Union; State Farm Bank; Florida Shores Bank; American National Bank; Landmark Bank; City National Bank; Evermore Bank National Bank

SAVINGS & LOANS, INSURANCE COMPANIES, REAL ESTATE INVESTMENT TRUSTS, & REAL ESTATE TRANSFER COMPANIES, TITLE INSURANCE COMPANIES

FLORIDA CITIES: Fort Lauderdale, Plantation, Cooper City, Deerfield Beach, Tamarac, Oakland Park, Wilton Manors, North Lauderdale, Davie, Pembroke Pines, Hallandale Beach, Lauderhill, Southwest Ranches, Miramar, Boca Raton, Boynton Beach, West Palm Beach, Delray Beach

FLORIDA COUNTIES and AGENCIES: Broward, Palm Beach, Broward County Board of County Commissioners, School Board of Broward County, Broward County Housing Authority, Fort Lauderdale Community Redevelopment Agency, Boynton Beach Community Redevelopment Agency

STATE OF FLORIDA Department of Transportation (FDOT), Department of Environmental Protection

U.S. Department of Veterans Affairs, **U.S. Department of Treasury (IRS), U.S Marshall's Service, U.S. Attorney**

H) EDUCATIONAL BACKGROUND

Academic:
Bachelor of Arts Degree – University of New Orleans, New Orleans, LA – Major: English

Professional:
Qualifying courses for the MAI designation

I) PROFESSIONAL INVOLVEMENT

Region X Representative of the Appraisal Institute 2006 – 2009
President of the South Florida Chapter of the Appraisal Institute - 2003
First Vice-President of the South Florida Chapter of the Appraisal Institute -2002
Second Vice-President of the South Florida Chapter of the Appraisal Institute -2001
Secretary of the South Florida Chapter of the Appraisal Institute -2000
Treasurer of the South Florida Chapter of the Appraisal Institute - 1999
Chair of the Education Committee of the S. Florida Chapter of the Appraisal Institute - 1995, 1996, 1997, 1998, 2007- 2018
Director of the South Florida Chapter of the Appraisal Institute 1996 - 1998
Member of Region X (Florida) Ethics and Counseling Panel –AI
Newsletter Editor of the South Florida Chapter of the Appraisal Institute – 2020-current
Graduate of the Florida REALTORS Institute (GRI)

J) CIVIC INVOLVEMENT

Member of the Navy League of the United States – Fort Lauderdale Council
Lifetime Honorary Member- Florida Sheriff's Association
Member of Zeta Tau Alpha Alumnae Fraternity

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 SHIRLEY A. WATERS (a widow) SUSAN NAPIER, SAMUEL L. WATERS, Jr., JESSICA KING, PENELOPE KING, MICHAEL L. KING (all hereinafter referred to as "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:

221 NE 9th Avenue, Boynton Beach, FL 33435
PCN 08-43-45-21-18-000-1670

Lots 167 and 168, ARDEN PARK ADDITION, to the City of Boynton Beach, Florida as recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as in Plat Book 2, Page 96, Deed Book 965, Page 310 and Deed Book 1064, Page 180.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property shall be Six Hundred Twenty-Eight Thousand Dollars ($628,000.00), payable in cash, by wire transfer of United States Dollars at the Closing.

3. DEPOSIT.

3.1 Earnest Money Deposit. Within five (5) Business Days after the execution of the Purchase Agreement by both parties, PURCHASER shall deliver to Lewis, Longman & Walker, PA ("Escrow Agent") a deposit in the amount of Five Thousand Dollars ($5,000.00) (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.

Electronically Signed using eSignOnline™ [Session ID : [redacted]]

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 on or before July 17, 2026 (the "Closing"), unless extended by other provisions of this Agreement or by written agreement, signed by both parties, extending the Closing.

6. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER, by Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (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 forty-five (45) days from the Effective Date of this Agreement ("Feasibility Period"), at PURCHASER's expense, to make inquiries to determine if the Property is suitable for its intended use and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests, inspections, valuation appraisals and investigations of the Property, including but not limited to Phase I and Phase II investigations, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER's sole and absolute discretion, to terminate this contract and receive back all deposits hereunder. 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, subject to such disturbance as was reasonably necessary or convenient in the testing and investigation of the Property; (ii) to the extent practicable, shall repair and restore any damage caused to the Property by PURCHASER's testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER's testing and investigation. PURCHASER hereby agrees to indemnify and hold SELLER harmless from and against all claims,

PURCHASER's Initials: _____

SELLERS' Initials: SAW (S.A.W.), SKN (S.N.), SLW (S.L.W.), JKP (J.K.), PKP (P.K.), _____ (M.L.K.)

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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' obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

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

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

7.3 SELLER Deliveries.

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

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

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

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

7.3.4 Prior to the Closing Date, SELLER shall execute and deliver to PURCHASER any and all documents and instruments required by PURCHASER, in PURCHASER's sole and absolute discretion, which: (i) effectuate the transfer to PURCHASER of those Governmental Approvals, or portions thereof which are applicable to the Property, that PURCHASER desires to have assigned to it, and/or (ii) cause the Property to be withdrawn from any Governmental Approvals. No later than thirty (30) days prior to the Closing Date, SELLER shall remedy, restore, and rectify any and all violations of the Governmental Approvals (including, but not limited to, any and all portions of the surface water management system, mitigation areas or other items which do not comply with the Governmental Approvals or applicable rules), if any. SELLER warrants that there will not be, at the time of Closing, any unrecorded instruments affecting the title to the Property, including, but not limited to any conveyances, easements, licenses or leases.

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

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

PURCHASER's Initials: _____

SELLERS' Initials: SAW (S.A.W.), SKN (S.N.), SLW (S.L.W.), JKP (J.K.), PKP (P.K.), _____ (M.L.K.)

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

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

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

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

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

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

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

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

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

9.5. Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

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10. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

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

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

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

10.4. Closing Costs. 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 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

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of the date of the Closing unless SELLER receives information to the contrary, and (iii) shall survive the Closing. In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

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

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

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

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

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

PURCHASER's Initials: _____

SELLERS' Initials: SAW (S.A.W.), SKN (S.N.), SLW (S.L.W.), JKP (J.K.), PKP (P.K.), _____ (M.L.K.)

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

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

11.9 SELLER represents to PURCHASER that the Property is not subject to any deed restrictions or declaration of restrictions running with the Property which would affect the use of the Property except those constituting Permitted Exceptions as defined above.

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, 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 best of SELLER'S information and belief, 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

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

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

12. DEFAULT.

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

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

12.3. Notice of Default. Prior to declaring a default and exercising the remedies described herein, the non-defaulting Party shall issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party shall have fifteen (15) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period shall only be three (3) business days from the delivery of notice. Both parties agree that if an extension is requested, such extension

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S.A.W. S.N. S.L.W. J.K. P.K. M.L.K.

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shall not be unreasonably withheld. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

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

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

If to Seller: Shirley Waters
1504 N E 2nd Court
Boynton Beach Florida 33435

SAW

With a copy to: Susan Napier
~~Susan Napier~~ ~~406 Baker Drive~~ Susan Napier
~~Susan Napier~~ ~~WEST PALM BEACH FL 33409~~ Susan Napier

SKN SLW

JKP PKP

If to Purchaser: 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
Lewis, Longman & Walker, PA
360 South Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401

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 hereby states that they have dealt with a real estate broker, Yolande D. Thomas of Kenmar Realty, LLC, License # *3113072*, in connection with the transaction

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contemplated by this Agreement and SELLER is liable for a sales commission. 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. The provisions of this Section shall survive Closing or termination of this Agreement.

16. ENVIRONMENTAL CONDITIONS.

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

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

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

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

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

17. PUBLIC RECORDS. PURCHASER is a public agency subject to Chapter 119, Florida Statutes. The SELLER is hereby notified that the PURCHASER is required by law, pursuant to Chapter 119, to maintain and disclose upon request all records deemed public under the statute including this Agreement and some or all of the documents necessary to consummate the transaction set forth herein. To the extent that any litigation should be instituted by SELLER, either directly or as a third party, to prevent or prohibit PURCHASER from disclosing or providing documents involving this Agreement or the transaction set forth in the Agreement pursuant to a public records request submitted under Chapter 119, SELLER agrees that PURCHASER may either:

PURCHASER's Initials: _____

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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.

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

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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.

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.

SIGNATURES ON FOLLOWING PAGES.

PURCHASER's Initials: _____

SELLERS' Initials: SAW (S.A.W.), SKN (S.N.), SLW (S.L.W.), JKP (J.K.), PKP (P.K.), _____ (M.L.K.)

Electronically Signed using eSignOnline™ [Session ID : [redacted]]

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: CRA Chair
Date: _____

WITNESS:

_____
Printed Name: _____

SELLER:

Shirley A. Waters
_____
Printed Name: **SHIRLEY A. WATERS**

Date: 04/28/2026 01:51 PM

WITNESS:

Arlene Waters
_____
Printed Name: Arlene Waters

SELLER:

Susan K. Napier
_____
Printed Name: **SUSAN NAPIER**

Date: 04/28/2026 06:17 PM

WITNESS:

Winifred R. Bridges
_____
Printed Name: Winifred Bridges

PURCHASER's Initials: _____

SELLERS' Initials: SAW (S.A.W.), SKN (S.N.), SLW (S.L.W.), JKP (J.K.), PKP (P.K.), _____ (M.L.K.)

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SELLER:

Samuel L. Waters
_____
Printed Name: **SAMUEL L. WATERS, Jr.**

Date: 04/29/2026 09:48 AM

WITNESS:

Arlene Waters
_____
Printed Name: Arlene' Waters

SELLER:

Jessica King POA
_____
Printed Name: **JESSICA KING**

Date: 04/28/2026 05:35 PM

WITNESS:

Mariah White
_____
Printed Name: Mariah white

SELLER:

Penelope King POA
_____
Printed Name: **PENELOPE KING**

Date: 04/28/2026 04:24 PM

WITNESS:

Crystal Carter
_____
Printed Name: _____

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SELLER:

_____
Printed Name: **MICHAEL L. KING**

Date: _____

WITNESS:

_____
Printed Name: _____

ESCROW AGENT:
LEWIS, LONGMAN & WALKER, P.A.

_____
Printed Name: _____
Date:_____

PURCHASER's Initials: _____

SELLERS' Initials: SAW, SKN, SLW, JKP, PKP, _____
S.A.W. S.N. S.L.W. J.K. P.K. M.L.K.

Electronically Signed using eSignOnline™ [Session ID : [redacted]]

BOYNTON BEACH CRA PROPERTY INVENTORY
April 2026

SUBJECT PROPERTY FOR BOYNTON BEACH CRA PURCHASE								
Street #	Property Address	Structure or Lot?	Appraised Value	Asking Price	Lot Size Acres	Square Feet	Price per Sq. Ft.	% Over Appraised Value
Waters et al								
221	NE 9th Avenue	Vacant	$628,000.00	$628,000.00	0.35	15246	$41.19	0.0%

CURRENT BBCAR PROPERTY INVENTORY								
Street #	Property Address	Structure or Lot?	Date Acquired	Purchase Price	Lot Size	Square Feet	Price per Sq. Ft.	Status
xxx	MLK Blvd.	Vacant Lot	October-14	$130,000.00	0.1607	7000.092	$18.57	MLK Corridor redevelopment
308	NE 10th Avenue	Vacant Lot - Structure demo'd	April-05	$225,000.00	0.178	7753.68	$29.02	MLK Corridor redevelopment
xxx	NE 10th Avenue	Vacant Lot	October-16	$19,000.00	0.1779	7749.324	$2.45	MLK Corridor
211	NE 9th Avenue	Vacant Lot	May-18	$53,000.00	0.1738	7570.728	$7.00	To be added to the properties aka MLK South for Mixed Use Development
231	NE 9th Avenue	Vacant Lot - Structure demo'd	April-14	$57,000.00	0.1726	23017.104	$2.48	MLK Corridor redevelopment
xxx	NE 10th Avenue-MLK	Vacant Lot-Purchased w/ 231 NE 9th Ave	April-14		0.1779			MLK Corridor redevelopment
xxx	NE 10th Avenue-MLK	Vacant Lot-Purchased w/ 231 NE 9th Ave	April-14		0.1779			MLK Corridor redevelopment
235	NE 9th Avenue	Vacant	January-06	$249,000.00	0.1725	7514.1	$33.14	MLK Corridor redevelopment
106	NE 3rd Avenue	Vacant	October-18	$100,000.00	0.2626	11438.856	$8.74	Part of the Boynton Beach Blvd. District
407	NE 1st Avenue	Vacant Lot - Structure demo'd	November-20	$268,000.00	0.1742	7588.152	$35.32	Misc.
221	E. MLK Blvd.	Vacant Lots	April-21	$103,300.00	0.1608	7004.448	$14.75	MLK Corridor redevelopment
XXX	E. MLK Blvd.	Vacant Lots	May-21	$175,000.00	0.4821	21000.276	$8.33	MLK Corridor redevelopment
XXX	NW 11th Avenue	Vacant Lot	March-24	$165,000.00	0.1753	7636.068	$21.61	Misc. Cherry Hill
XXX	NE 10th Avenue	Vacant Lot	September-23	$49,000.00	0.1607	7000.092	$7.00	MLK Corridor redevelopment
507	NW 12th Avenue	Vacant Lot	July-24	$226,000.00	0.24	10454.4	$21.62	Misc. Cherry Hill
524	NW 3rd Street	Vacant Lot	July-24	$195,000.00	0.1946	8476.776	$23.00	Misc.
1017	N. Railroad Avenue	Residential Structure	September-24	$237,000.00	0.1356	5906.736	$40.12	Misc. General Commercial
321	E. MLK Blvd.	Structure (Single Family Home)	October-24	$375,000.00	0.1607	7000.092	$53.57	MLK Corridor redevelopment
419	N. Seacrest Blvd.	Structure (Seed of Faith Church)	January-25	$520,000.00	0.33	14374.8	$36.17	HOB-Affordable Housing
318-323	E. MLK Blvd.	Duplex	January-25	$450,000.00	0.16	6969.6	$64.57	MLK Corridor redevelopment
225	NE 9th Avenue	Vacant Lot	April-25	$300,000.00	0.1728	7527.168	$39.86	Misc
135	NE 3rd Avenue	Vacant	May-25	$330,000.00	0.33	14374.8	$22.96	Misc.
			TOTALS	**$ 4,226,300**	**4.5307**	**197,357.29**	**$21.41**	

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

NEW BUSINESS

AGENDA ITEM 15.D

SUBJECT:
Consideration of Fiscal Year 2025-2026 Budget Reallocation for Property Purchase of 221 NE 9th Avenue

SUMMARY:
As part of this agenda the CRA Board has discussed and approved the purchase of the property located at 221 NE 9th Avenue.

The parties have agreed to a purchase price of $628,000 (which is the appraised value of the property). In order to purchase the parcel within this fiscal year 2025-2026, budget funds need to be reallocated within the Project Fund.

The Property Purchase line item (02-58200-401) has an available balance of $430,955.42. The CRA Board designated $250,000, in the Project Fund, for Storm Water Local Match (02-58200-406). If the Board desires the Storm Water Local Match funds can be reallocated to Property Purchases in order to fund the purchase of 221 N.E. 9th Avenue, including closing costs.

FISCAL IMPACT:
FY 2025-2026 Budget, Project Fund reallocate $250,000 from Storm Water Local Match 02-58200-406 to 02-58200-401 for Property Purchases

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:
Approve the Budget Reallocation of $250,000 from Storm Water Local Match 02-58200-406 to 02-58200-401 for Property Purchases

ATTACHMENTS:

	Description
•	FY 2025-2026 - Budget Reallocation - 5.13.2026.pdf

BUDGET AMENDMENTS & ADJUSTMENTS TO FY 2025-2026 GENERAL AND PROJECT FUND

APPROVAL	FUND	DEPARTMENT	DESCRIPTION	G/L ACCT.	BUDGET APPROPRIATION	INCREASE / (DECREASE)	AMENDED BUDGET APPROPRIATION
Purpose (1) Reallocate Funds in the Project Fund to fund Property Purchase - 221 NE 9th Avenue							
CRA Board 5/13/2026	**1. Project Fund - Contingency**						
Budget Reallocation	***Project***	Infrastructure & Streetscape	Storm Water Match	02-58200-406	$ 250,000	$ (250,000)	$ -
	2. Transfer funds as follows:						
	Project	Property Purchases	Property Purchases	02-58200-401	$ 17,730,088	$ 250,000	$ 17,980,088
	NOTE: Recorded on Financial Statements						

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

NEW BUSINESS

AGENDA ITEM 15.E

SUBJECT:
Discussion Regarding CRA Strategic Planning – Redistricting, Property Acquisition Plan / Bond & CRA Plan Update

SUMMARY:

The Board discussion and direction on the following CRA strategic initiatives and the recommended order in which they should be pursued:

- CRA Redistricting – Review and consideration of redrawing the Community Redevelopment Area boundaries.
- Property Acquisition Plan / Bond – Discussion of an acquisition plan and possible bond.
- CRA Plan Update – Review and update of the Community Redevelopment Plan to reflect current goals and priorities.

If moving forward with all three initiatives, staff recommends pursuing them in the following order:

1. CRA Redistricting to be completed first, as the outcome will inform and define the scope of the remaining efforts;
2. CRA Plan Update to follow, with the
3. Property Acquisition Plan / Bond incorporated as a component of the updated plan, ensuring the bond strategy aligns with the newly established boundaries and community redevelopment goals.

The Board may provide staff with direction on the sequencing and prioritization of these initiatives moving forward.

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: May 12, 2026

NEW BUSINESS

AGENDA ITEM 15.F

SUBJECT:

Approval of Amended Classification and Pay Plan — Establishment of Four New Position Classifications

SUMMARY:

The Executive Director requests CRA Board approval of an amended Classifications and associated Pay Plan establishing four (4) new position classifications. The new classifications reflect a comprehensive realignment of CRA job descriptions to more closely align with current responsibilities and the agency's organizational structure.

The following existing position titles no longer accurately reflect the scope, complexity, or seniority of the work being performed and are being replaced with new classifications:

- Development Services Manager — the position has grown to encompass management of 40+ owned properties, eight active TIRFAs with over $55 million in forward commitments, 17 ILA capital projects totaling approximately $10.1 million, and full property portfolio oversight.
- Grants & Project Manager — the position has expanded to include economic development program leadership, business development and retention activities, staff supervision, and strategic coordination with the City's Economic Development Department and other agencies.
- Administrative Assistant — the position is being restructured to include Board support coordination, grant and finance document processing, and certified records management responsibilities, resulting in a meaningfully different classification.
- Assistant Director — the position is being retitled to Deputy Executive Director to accurately reflect the seniority and operational leadership scope of the role within the agency’s organizational structure.

Proposed Classification and Pay Plan Amendments

The following four (4) new classifications are proposed for Board approval, along with their approved pay ranges:

Position Title	Replaces / Status	FLSA	Pay Range Min	Pay Range Max
CRA Development Services Director	Development Services Manager	Exempt	$110,000	$160,000
CRA Economic Development Director	Grants & Project Manager	Exempt	$100,000	$150,000
CRA Administrative Coordinator	Administrative Assistant	Non-Exempt	$55,000	$80,000
Deputy Executive Director	Assistant Director	Exempt	$130,000	$190,000

Updated job descriptions for all four positions have been prepared and are attached for Board review.

FISCAL IMPACT:

Establishment of the Deputy Executive Director, Development Services Director, and Economic Development Director classifications does not independently create a fiscal impact; any personnel actions taken by the Executive Director within the approved pay ranges will be absorbed within the current year personnel budget or addressed through a subsequent budget amendment, as needed.

CRA BOARD OPTIONS:

Recommendation

Approve the amended Classification and Pay Plan establishing four (4) new position classifications — Deputy Executive Director, Development Services Director, Economic Development Director, and Administrative Coordinator — with the pay ranges set forth herein.

ATTACHMENTS:

Description

- Attachment 1 - CRA Deputy Executive Director JD.docx
- Attachment 2 - CRA Development Services Director JD.docx
- Attachment 3 - CRA Economic Development Director JD.docx
- Attachment 4 - CRA Administrative Coordinator JD.docx

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA)
JOB DESCRIPTION

JOB TITLE: DEPUTY EXECUTIVE DIRECTOR
CLASSIFICATION: EXEMPT
REPORTS TO: EXECUTIVE DIRECTOR
JOB TYPE: FULL-TIME
WRITTEN: 05/2026

GENERAL STATEMENT OF DUTIES

The Deputy Executive Director is the CRA's senior operations officer and serves as the primary day-to-day manager of CRA program delivery, staff supervision, and project oversight. This position operates under the direction of the Executive Director and is responsible for directing and coordinating the activities of CRA program staff, ensuring compliance with all applicable laws, policies, and redevelopment plan objectives, and providing the technical depth and institutional continuity required to advance the CRA's active development portfolio. The Deputy Executive Director acts as Executive Director in the absence of the Executive Director and serves as the agency's primary liaison to City departments, developers, legal counsel, and other governmental entities on operational and program delivery matters.

ESSENTIAL DUTIES AND RESPONSIBILITIES

STAFF SUPERVISION & ORGANIZATIONAL LEADERSHIP

- Directly supervises and provides day-to-day direction to CRA program staff, including the Development Services Director, Economic Development Director, and Administrative Coordinator; coordinates workload across all program areas to ensure alignment with CRA priorities and Board directives.
- Evaluates staff performance, provides ongoing professional feedback and coaching, addresses employee concerns, and supports staff development; fosters a work environment that encourages accountability, initiative, and high-quality program delivery.
- Coordinates work activities across CRA divisions and program areas; monitors status of projects and assignments, assists with complex or high-stakes situations, and provides technical direction and guidance to staff.
- Manages hiring processes for CRA positions in coordination with the Executive Director and City Human Resources; ensures CRA personnel policies and City HR requirements are consistently applied.

PROGRAM DELIVERY OVERSIGHT

- Provides operational oversight of all CRA program delivery functions, including property acquisition and portfolio management, TIRFA and developer agreement compliance, capital project administration, economic development grant programs, and business development activities.
- Reviews and monitors the status of all active TIRFA agreements, developer commitments, and ILA capital projects; ensures compliance calendars are current and near-term milestones are being actively managed; escalates risks and issues to the Executive Director as appropriate.
- Ensures that all development activity within the CRA district is consistent with the goals and objectives of the adopted CRA Redevelopment Plan and applicable design guidelines;
- Provides technical support to developers, architects, engineers, property owners, and business operators navigating entitlements, incentives, and redevelopment processes within the CRA area.
- Reviews and makes recommendations regarding public capital improvement projects to ensure alignment with CRA redevelopment plan goals; coordinates with City Engineering, Public Works, and Parks on ILA project delivery.

EXECUTIVE DIRECTOR SUPPORT & BOARD RELATIONS

- Performs the duties of the Executive Director in the Executive Director's absence or upon designation by the Executive Director; maintains full operational continuity during transitions and vacancies.
- Assists the Executive Director with the development and implementation of CRA Board-directed projects, planning activities, and strategic initiatives; advises the Executive Director on operational details, program status, and technical matters on an ongoing basis.
- Assists with the preparation of Board agenda materials, staff reports, resolutions, and presentations; attends CRA Board meetings, City Commission meetings, advisory board meetings, and other public meetings as required; gives presentations and represents the CRA before public bodies as directed.
- Manages the CRA's strategic planning process in coordination with the Executive Director; maintains tracking of all goals, initiatives, and Board-directed work programs; communicates with all program areas to ensure targets are being met and reported accurately.

COMPLIANCE, POLICY & FINANCIAL OVERSIGHT

- Ensures CRA operations comply with all applicable codes, laws, rules, regulations, standards, and policies, including Florida Statute Chapter 163, Part III, the CRA's Financial Policies and Procedures Manual, and City procurement requirements; initiates corrective action as needed.
- Reviews and monitors contracts, grants, and interlocal agreements to ensure compliance with established terms and CRA Board direction; coordinates with legal counsel on contract interpretation, amendments, and enforcement as needed.
- Assists with preparation of the annual budget and budget amendments; monitors expenditures across program areas and flags variances or compliance concerns to the Executive Director and Finance.
- Compiles and analyzes administrative and programmatic data; prepares reports, performance summaries, and Board briefings; identifies trends and recommends adjustments to programs and operations.

INTERGOVERNMENTAL & EXTERNAL RELATIONS

- Coordinates CRA activities with City departments, County agencies, state agencies, regional partners, legal counsel, consultants, and outside organizations; serves as a technical advisor and primary operational contact for these relationships on behalf of the Executive Director.
- Represents the CRA at intergovernmental meetings, task forces, professional organizations, public hearings, and community forums as directed by the Executive Director.
- Communicates with CRA Board members, City officials, developers, consultants, community organizations, the media, and the public as needed to coordinate work, exchange information, and resolve issues.
- Performs other related duties as required or as assigned by the Executive Director.

COMPETENCIES

- Demonstrates the ability to lead and develop staff through effective delegation, direction, support, and performance feedback; creates a work environment that encourages accountability and initiative at all levels.
- Demonstrates expertise in land use, entitlements, redevelopment project management, and developer agreement administration; brings deep technical knowledge to the CRA's active portfolio.
- Demonstrates understanding of Florida community redevelopment law (F.S. Chapter 163, Part III), TIF financing, TIRFA compliance, and the statutory framework governing CRA operations.
- Demonstrates the ability to build cooperation and consensus among diverse stakeholders, including City departments, developers, business owners, and community members.
- Demonstrates strategic leadership including initiative, calculated risk-taking, creative problem-solving, and sound judgment in complex or politically sensitive situations.
- Demonstrates understanding of public budgeting, procurement, and financial management; able to assess financial impacts and ensure fiscal accountability across program areas.
- Demonstrates strong written and oral communication skills; effectively conveys complex technical and programmatic information to diverse audiences including Board members, City officials, and the public.

- Demonstrates fairness, honesty, and ethical conduct in all professional relationships; fosters a culture of integrity throughout the organization.

QUALIFICATIONS

- Bachelor's or Master's degree from an accredited college or university in Public Administration, Urban Planning, Real Estate Development, Business Administration, Architecture, Civil Engineering, or a closely related field.
- A minimum of ten (10) years of progressively responsible experience in community redevelopment, land use and entitlements, real estate development, capital project management, or public agency administration, with at least five (5) years of supervisory or management experience in a relevant field.
- Demonstrated knowledge of Florida community redevelopment law (F.S. Chapter 163, Part III) and Florida Redevelopment Association (FRA) certification, AICP, or other relevant professional designation preferred.
- Must possess and maintain a valid Florida driver's license.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA)
JOB DESCRIPTION

JOB TITLE: DEVELOPMENT SERVICES DIRECTOR
CLASSIFICATION: EXEMPT
REPORTS TO: DEPUTY EXECUTIVE DIRECTOR
WRITTEN: 05/2026

GENERAL STATEMENT OF DUTIES

The Development Services Director is the CRA's senior operational officer responsible for the agency's most mission-critical program delivery functions. This position provides expert-level leadership and management over the CRA's property acquisition program, owned property management portfolio, capital construction and infrastructure projects, Tax Increment Revenue Financing Agreement (TIRFA) compliance and developer agreement administration, and Interlocal Agreement (ILA) capital project coordination. The Development Services Director operates with significant independence, exercises substantial professional judgment, and serves as a primary technical liaison to the Executive Leadership, CRA Board, City departments, developers, and the public.

ESSENTIAL DUTIES AND RESPONSIBILITIES

PROPERTY ACQUISITION & PORTFOLIO MANAGEMENT

- Leads and manages the CRA's active property acquisition program, including coordinating appraisals, conducting and overseeing negotiations, preparing Board authorization packages, executing purchase contracts, and managing closings in coordination with legal counsel.
- Administers the CRA's owned property portfolio, including lawn maintenance contracts, boundary surveys, lock and access management, demolition coordination, and grant applications related to property operations (including SWA and other environmental or infrastructure grant programs).
- Manages post-acquisition operational responsibilities for newly acquired parcels, including contractor coordination, insurance, and preparation for redevelopment or disposition.
- Conducts and oversees Notice to Dispose (NTD) processes under Florida Statute § 163.380, including publication, response evaluation, developer selection, and Board presentation.
- Serves as the CRA's lead coordinator for all capital projects administered under the Master Interlocal Agreement (ILA) with the City of Boynton Beach, tracking reimbursement requests, resolving project issues, and maintaining project status documentation.
- Coordinates with City departments (Public Works, Engineering, Parks) on project scope, schedule, budget, and reimbursement documentation.
- Prepares Board reports, budget amendment requests, and project updates for capital project items requiring Board or Commission action.

TIRFA & DEVELOPER AGREEMENT COMPLIANCE

- Monitors and administers all active Tax Increment Revenue Financing Agreements (TIRFAs) and related developer agreements, ensuring performance milestone tracking, construction commencement verification, local hiring compliance documentation, and disbursement authorization.
- Maintains a comprehensive TIRFA compliance calendar covering all active agreements; prepares compliance reports and milestone certifications for the Executive Leadership, Board, and legal counsel.
- Coordinates with developers, City departments, and outside legal counsel on TIRFA document execution, amendments, assignments, and enforcement actions as required.
- Manages near-term and long-term compliance obligations across a combined developer incentive portfolio of $55 million or more in committed future TIF revenues.

CRA-OWNED PROPERTY MANAGEMENT

- Oversees day-to-day management of all CRA-owned properties, including maintenance contracts, vendor coordination, insurance, access management, and physical condition monitoring across the full portfolio.
- Administers tenant and lease agreements associated with CRA-owned properties, including communication with lessees, coordination of construction or improvement schedules, and lease compliance monitoring.
- Manages capital improvement and deferred maintenance programs for CRA-owned facilities and sites, including coordination with engineers, contractors, and grant programs for infrastructure upgrades and repairs.
- Ensures all CRA-owned properties are maintained in a condition consistent with the CRA's redevelopment objectives and public stewardship obligations.

CONSTRUCTION & INFRASTRUCTURE PROJECT OVERSIGHT

- Manages CRA-owned and CRA-sponsored construction and infrastructure projects from design through completion, including coordination with architects, engineers, contractors, City permitting, and utility providers.
- Tracks project budgets, schedules, and deliverables; resolves field issues; coordinates change orders and inspections as required.
- Oversees disposition of CRA-acquired properties including demolition bidding, permitting, site clearance, and post-demolition grant recovery.

LEADERSHIP & ADMINISTRATIVE RESPONSIBILITIES

- Serves as a senior advisor to the Executive Leasdship on development services, property, and program delivery matters; provides technical briefings and recommendations on complex or time-sensitive issues.
- Prepares and presents staff reports, Board agenda items, budget requests, and policy recommendations related to development services functions.
- Supervises Development Services Specialist and other support staff as assigned; provides direction, training, performance feedback, and workload management.
- Represents the CRA in meetings with developers, City departments, County agencies, state agencies, legal counsel, and the public on development services matters.
- Maintains and updates the Development Services project tracker and related documentation systems; ensures institutional knowledge is documented and current.
- Performs other related work as required by the Executive Leadership.

KNOWLEDGE, SKILLS AND ABILITIES

- Comprehensive knowledge of Florida community redevelopment law (F.S. Chapter 163, Part III), including TIRFA administration, property acquisition and disposition requirements, Notice to Dispose procedures, and annual reporting obligations.
- Thorough knowledge of real estate transaction management, including acquisition, negotiation, contract execution, title review, and closing procedures.
- Demonstrated knowledge of capital project management, construction administration, and infrastructure project coordination in a public agency context.
- Knowledge of grant administration, compliance monitoring, and reimbursement documentation for government-funded programs.
- Ability to manage a complex, multi-project portfolio with competing deadlines and significant financial and legal stakes.
- Ability to analyze developer agreements, compliance obligations, and milestone documentation and identify risks or deficiencies requiring action.
- Strong written and oral communication skills, including the ability to prepare clear and well-organized Board reports, technical memoranda, correspondence, and public presentations.
- Ability to establish and maintain effective working relationships with developers, City officials, County agencies, contractors, legal counsel, and the public.

- Ability to exercise independent professional judgment and discretion in applying laws, regulations, policies, and procedures to novel or complex situations.
- Proficiency in Microsoft Office Suite, project management tools, and data management software; familiarity with GIS and property management systems preferred.
- Strong organizational and time management skills; ability to prioritize and manage workload independently in a fast-paced environment.

QUALIFICATIONS

- Bachelor's degree from an accredited college or university with a major in Urban Planning, Public Administration, Business Administration, Real Estate, or a closely related field.
- A minimum of ten (10) years of progressively responsible experience in community redevelopment, real estate development, capital project management, or a closely related field in a public agency context is required; or an equivalent combination of education, training, and experience.
- Experience with Florida CRA administration, TIRFA compliance, and Florida Statute Chapter 163 is strongly preferred.
- Must possess and maintain a valid Florida driver's license. Florida Redevelopment Association (FRA) certification or other relevant professional designation preferred.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA)
JOB DESCRIPTION

JOB TITLE: ECONOMIC DEVELOPMENT DIRECTOR
CLASSIFICATION: EXEMPT
REPORTS TO: DEPUTY EXECUTIVE DIRECTOR
JOB TYPE: FULL-TIME
WRITTEN: 05/2026

GENERAL STATEMENT OF DUTIES

The Economic Development Director is responsible for leading and administering the CRA's economic development programs, business grant initiatives, project management functions, and external partnership activities. This position serves as the CRA's primary point of contact for existing and prospective businesses within the redevelopment area, oversees the full lifecycle of the agency's business grant programs, manages key development pipeline projects, and coordinates the CRA's economic development activities in alignment with the City of Boynton Beach Economic Development Plan 2025-2030 and the CRA Redevelopment Plan. The Economic Development Director works under the direction of the Deputy Executive Director, operates with significant professional independence, and serves as a liaison to the CRA Board, City departments, the business community, regional economic development partners, and the public. Work is reviewed through project outcomes, grant program performance, Board reporting, and compliance results.

ESSENTIAL DUTIES AND RESPONSIBILITIES

ECONOMIC DEVELOPMENT & GRANT PROGRAMS

- Administers all CRA economic development grant programs, including the Commercial Property Improvement Grant, Commercial Rent Reimbursement Grant, Commercial Business Marketing Grant, and any other business incentive programs established by the Board, overseeing the full cycle from application intake and eligibility review through award recommendation, disbursement authorization, and outcome compliance monitoring.
- Manages an active grant portfolio averaging $750,000 to $1 million or more annually; tracks reimbursement milestones, coordinates with the Finance Department on payment processing, and ensures all disbursements are supported by complete and accurate documentation.
- Conducts site visits to verify grant eligibility, monitor project progress, and ensure compliance with program requirements; coordinates with the City's Building Department and Business Tax Receipt office as needed.
- Prepares Board agenda items, award recommendations, and compliance reports for all active grant programs; presents program updates to the CRA Board as required.
- Develops and refines grant program guidelines, application materials, and eligibility criteria in coordination with the Deputy Executive Director and legal counsel; recommends program modifications to improve effectiveness and statutory compliance.
- Provides project management support on assigned CRA redevelopment initiatives as directed by the Deputy Executive Director, including coordination with developers, City departments, and regulatory agencies; assists with RFP and ITN processes, review committee coordination, and Board presentation preparation as needed.

BUSINESS DEVELOPMENT & RETENTION

- Serves as the CRA's primary liaison to businesses located within or considering investment in the CRA redevelopment area; conducts business walks, responds to business inquiries, and proactively engages with property owners, tenants, and entrepreneurs.
- Coordinates with the City's Economic Development Department on business attraction, retention, and expansion activities consistent with the CRA Redevelopment Plan and in coordination with the City's

Economic Development Plan 2025-2030, including target industry focus areas and business incentive frameworks.

- Manages the CRA's business directory and related data systems; maintains current information on businesses operating within the CRA area and tracks market activity and vacancy trends.
- Represents the CRA at regional economic development meetings and organizations, including the Business Development Board, Palm Beach County CRA Association, Palm Beach County Office of Small Business Development, and other relevant bodies.
- Coordinates ribbon cuttings, business recognition activities, and other business engagement programming in support of CRA redevelopment objectives.
- Directly supervises the Business Development Manager and Business Development Coordinator; provides day-to-day work direction, performance management, training, and professional development support to ensure program goals and quality standards are met.
- Coordinates the work of business development staff to align outreach, marketing, and program activities with the CRA's economic development priorities and the City's Economic Development Plan 2025-2030.

STRATEGIC PLANNING & EXTERNAL COORDINATION

- Assists with the development and implementation of the CRA Redevelopment Plan, including plan amendments, economic impact analysis coordination, and alignment with City strategic planning documents.
- Coordinates with the City Economic Development Department, Palm Beach County, and regional partners on economic development initiatives, grant funding opportunities, and joint programming that advances CRA redevelopment objectives.
- Monitors market conditions, economic trends, and development activity within and adjacent to the CRA area; prepares analyses and recommendations to inform program and policy decisions.
- Assists the Deputy Executive Director and Executive Director with strategic planning, resource allocation, and special projects as assigned.
- Performs other related work as required or as assigned by supervisor(s).

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of Florida community redevelopment law (F.S. Chapter 163, Part III) and its application to grant programs, business incentives, and project development activities.
- Thorough knowledge of economic development principles and practices, including business attraction and retention strategies, incentive program design, and public-private partnership structures.
- Knowledge of grant administration, compliance monitoring, and reimbursement documentation for government-funded programs.
- Knowledge of project management principles and demonstrated ability to manage multiple concurrent projects with competing priorities and deadlines.
- Ability to establish and maintain effective working relationships with business owners, developers, City officials, County agencies, regional partners, and the public.
- Strong written and oral communication skills, including the ability to prepare clear Board reports, grant program materials, presentations, and professional correspondence.
- Ability to exercise judgment and discretion in applying laws, regulations, policies, and procedures; ability to recognize and escalate compliance issues appropriately.
- Proficiency in Microsoft Office Suite, board agenda management software, data management tools, and website content management systems. Familiarity with economic data platforms (e.g., Placer.ai) and social media platforms preferred.
- Self-motivated, detail-oriented, and able to work independently with minimal direction in a fast-paced environment.
- Knowledge of the principles and practices of public administration; government or special district experience is a plus.

QUALIFICATIONS

- Bachelor's degree from an accredited college or university with a major in Business, Economics, Public Administration, Urban Planning, or a closely related field.
- A minimum of ten (10) years of progressively responsible experience in economic development, grant administration, project management, or a closely related field, preferably in a public agency or special district context; or an equivalent combination of education, training, and experience.
- Experience with Florida CRA programs, business incentive administration, or Florida Statute Chapter 163 is strongly preferred.
- Must possess and maintain a valid Florida driver's license.
- Certified Economic Developer (CEcD), Florida Redevelopment Association (FRA) certification, or other relevant professional designation is preferred.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA)
JOB DESCRIPTION

JOB TITLE: CRA ADMINISTRATIVE COORDINATOR
CLASSIFICATION:
REPORTS TO: DEPUTY EXECUTIVE DIRECTOR
JOB TYPE: FULL-TIME
WRITTEN: 05/2026

GENERAL STATEMENT OF DUTIES

The Administrative Coordinator is responsible for coordinating the daily administrative and operational support functions of the CRA, with a focus on Board meeting support, public records management, grant and finance document coordination, and general office operations. This position serves as a central support resource for the Deputy Executive Director and CRA staff across all program areas. The incumbent is expected to work collaboratively and proactively, exercise sound judgment in managing competing priorities, and maintain a high standard of accuracy and professionalism in all work products.

ESSENTIAL DUTIES AND RESPONSIBILITIES

OFFICE OPERATIONS & ADMINISTRATIVE SUPPORT

- Serves as the initial point of public contact by answering incoming calls, greeting walk-in visitors and public officials, responding to general inquiries, and directing to appropriate staff as needed.
- Manages office supply inventory, including ordering, stocking, and maintaining cost-effective inventory control procedures; serves as primary liaison to office vendors and service contractors.
- Provides general administrative support including copying, email correspondence, faxing, scanning, filing, and binding; distributes and processes incoming and outgoing mail, including certified mailings and courier services.
- Coordinates scheduling of office maintenance and repairs; obtains vendor quotes and service calls as directed; maintains a master vendor and contact list.
- Develops and maintains content for the CRA's communications as assigned, including the Redevelopment Works newsletter, website updates, and program-related publications, in coordination with the Economic Development Director and communications staff.
- Handles miscellaneous operational tasks such as mail, meeting setup, refreshment arrangements, and material delivery to City offices or other locations as needed.
- Performs other related work as required or as assigned by the Executive Leadership.

BOARD MEETING & AGENDA SUPPORT

- Coordinates the CRA Board packet production process under the direction of the Deputy Executive Director, including compiling, formatting, reviewing, and finalizing agenda materials, staff reports, resolutions, exhibits, and supporting documents for all regular and special Board meetings.
- Manages Board and workshop meeting logistics, including room preparation, technology setup, material distribution, and coordination with staff on agenda item deadlines and revisions.
- Attends CRA Board and Advisory Board meetings as required; records and prepares accurate meeting minutes for review and approval.
- Maintains the CRA's master public meeting calendar, including regular Board meetings, workshop sessions, advisory board meetings, and special meetings; ensures timely public notice in accordance with Florida Sunshine Law requirements.

- Drafts routine correspondence, cover letters, and transmittal documents related to Board actions and official CRA communications as directed.

GRANT & FINANCE DOCUMENT COORDINATION

- Assists grant program documentation, including organizing application files, tracking reimbursement submissions, preparing disbursement packages for Finance, and maintaining compliance documentation for active grant awards.
- Coordinates with the Finance Department on the preparation, routing, and filing of financial documents, invoices, purchase orders, payment authorizations, and budget-related materials; ensures documentation is complete and properly supported prior to submission.
- Assists with the preparation and processing of CRA Travel Request forms for staff and Board members, including bookings, approvals, documentation, and submission to Finance for payment processing.
- Supports grant file integrity by scanning, organizing, and archiving grant records in accordance with the CRA's records retention schedule and Florida State requirements.

RECORDS MANAGEMENT & PUBLIC RECORDS

- Administers the CRA's certified Records Management system in accordance with Florida State requirements; organizes and manages all public records, coordinates archival of records to be sent to storage, and maintains the integrity of the CRA's digital and physical filing systems.
- Processes and coordinates responses to public records requests in a timely and compliant manner; tracks active requests and maintains a log of requests and responses.
- Develops and maintains the CRA document library, ensuring that sufficient copies of Board packets, annual reports, CRA collateral materials, and other official documents are available for public review or distribution.

KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge and proficiency in Microsoft Office Suite (Word, Outlook, Excel, PowerPoint).
- Familiarity with Adobe Creative Cloud, board agenda management software (e.g., Novus or similar), document management systems, and general website content management tools.
- Knowledge of Florida public records law and records management requirements for public agencies; experience with certified records management systems a plus.
- Strong written and oral communication and interpersonal skills; ability to prepare accurate meeting minutes, correspondence, and administrative records.
- Strong organizational and time-management skills; ability to manage multiple concurrent tasks, meet deadlines, and adapt to shifting priorities in a fast-paced environment.
- Self-motivated, detail-oriented, and able to work both independently and collaboratively with minimal direction.
- Knowledge of the principles and practices of public or business administration; government or special district experience a plus.

QUALIFICATIONS

Associate's degree or higher from an accredited college or university; supplemented by a minimum of three (3) years of progressively responsible experience in office administration, records management, or administrative support, preferably in a local government or special district setting; or an equivalent combination of education, training, and experience. Must be proficient in Microsoft Word, Outlook, Excel, and PowerPoint. Must possess and maintain a valid Florida driver's license. Physical ability to perform light work including lifting, carrying, pushing, and pulling objects up to 25 pounds without assistance; tasks may involve extended periods at a keyboard or workstation.