Community Redevelopment Agency Board Meeting
Tuesday, September 10, 2024 - 6:00 PM
City Hall Chambers, 100 E. Ocean Avenue and Online Meeting
561-737-3256

AGENDA

REVISED 09/10/2024

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.** Semi-Annual Progress Report for the Purchase and Development Agreement with Wells Landing Apartments, LLC d/b/a Heart of Boynton Village Apartments (December 2023 - May 2024)
   - **B.** Semi-Annual Progress Report for the Development Agreement with Wells Landing Apartments, LLC d/b/a Heart of Boynton Shops (March - August 2024)
9. **Announcements and Awards**
   - **A.** 2024 Florida Festivals & Events Association SUNsational Awards
10. **Public Comments**

The public comment section of the meeting is for public comment on items on the consent agenda or items that are not on the agenda. For items on the agenda, the public will be given an opportunity to comment at the time each item is considered. Each speaker will be given a total of three (3) minutes to comment; however the Board retains the right to reduce the number of minutes prior to the start of public comment. 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, please go to the podium or unmute your device when prompted, and state your name and address for the record.

11. Consent Agenda

A. CRA Financial Report Period Ending August 31, 2024

B. Approval of the CRA Board Meeting Minutes for August 13, 2024

C. Approval of the Purchase and Sale Agreement for 321 E. Martin Luther King, Jr. Boulevard

12. Pulled Consent Agenda Items

13. CRA Advisory Board

A. Pending Assignments - New Assignments from the CRA Board Assigned at the February 13, 2024 CRA Monthly Board Meeting

B. Reports on Pending Assignments

14. Old Business

A. Update on the Status of the Permit in Accordance with the First Amendment to the Purchase and Development Agreement with BB1 Development LLC (aka Hyperion Group, LLC) ("BB1") for the Ocean One Project

B. Discussion and Consideration of Circuit Transit Inc.'s Contract Renewal for On-Demand Transportation Services

C. Discussion and Consideration of Purchase and Development Agreement with Maple Tree Investments, LLC for the USPS Project on the CRA-owned Property located at 401-411 E. Boynton Beach Boulevard (REVISED 09/10/2024)

D. Continued Discussion and Consideration of Search for the New Executive Director

E. Continued Discussion and Consideration of Fiscal Year 2024-2025 Project Fund Budget

15. New Business

A. Consideration of Resolution No. R24-02 Adopting the CRA Budget for Fiscal Year 2024-2025

B. Discussion and Consideration of the Second Amendment to the Boynton Harbor Marina Management Agreement with Waypoint Marine, Inc.

C. Discussion and Consideration of Performance Measures and Standards per Fla. Stat. 189.0694

16. CRA Projects in Progress

A. Social Media & Print Marketing Update

B. CRA Economic & Business Development Grant Program FY 2023-2024 Year End Report

C. MLK Jr. Boulevard Corridor Mixed Use Project (d/b/a Heart of Boynton Village Apartments) Update - September 2024

17. Future Agenda Items

A. Discussion and Consideration of the Adoption of "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for Funding Construction and Professional Services - October 2024

B. Discussion and Consideration of Preliminary Designs for a Gateway Entrance Feature on the CRA owned property located at 1101 N. Federal Highway - October 2024

C. Continued Discussion and Consideration of Tax Increment Revenue Request from BB North LLC for The Villages located at 405 E. Ocean Avenue - October 2024

18. 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: September 10, 2024

INFORMATION ONLY

AGENDA ITEM 8.A

SUBJECT:
Semi-Annual Progress Report for the Purchase and Development Agreement with Wells Landing Apartments, LLC d/b/a Heart of Boynton Village Apartments (December 2023 - May 2024)

SUMMARY:
As a result of the issuance of a Request for Proposals (RFP) and Developer Qualifications (RFQ), the CRA Board selected Centennial Management Corporation (CMC) as the developer at their January 8, 2019 Board meeting, for the mixed-use redevelopment project (n.k.a. Wells Landing Apartments, LLC d/b/a Heart of Boynton Village Apartments and Shops) on the CRA owned properties located within the E. Martin Luther King Jr. Boulevard Corridor.

The mixed-use development will provide 124 affordable multi-family rental units as well as 8,250 square feet of leasable neighborhood serving commercial space (Attachment I-III).

Under the terms of the Purchase and Development Agreement that was executed on September 16, 2019, and last amended on July 1, 2020 (see Attachments IV-VI), CMC is required to submit a semi-annual progress report commencing on December 1, 2019, until project completion (see Attachment VII).

Representative from CMC have been invited to attend the September 10, 2024 Board meeting.

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.

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

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

ATTACHMENTS:

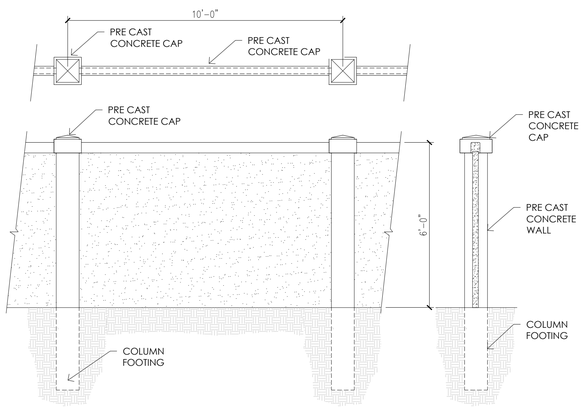
Description

- Attachment I - MLK Jr Blvd Project Site Plan - North
- Attachment II - MLK Jr Blvd Project Site Plan - South
- Attachment III - MLK Jr. Blvd. Mixed Use Development Project Renderings
- Attachment IV - Purchase and Development Agreement
- Attachment V - First Addendum to Contract
- Attachment VI - Second Amendment
- Attachment VII - P&D Report #5

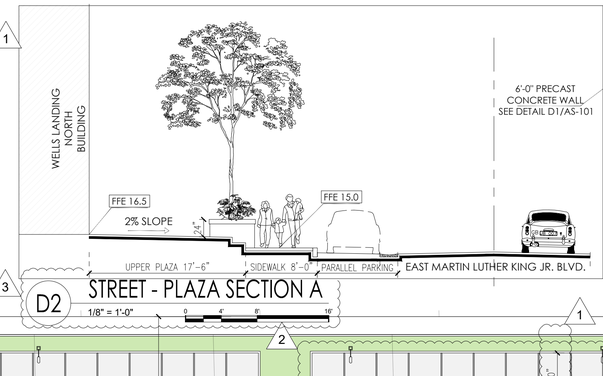
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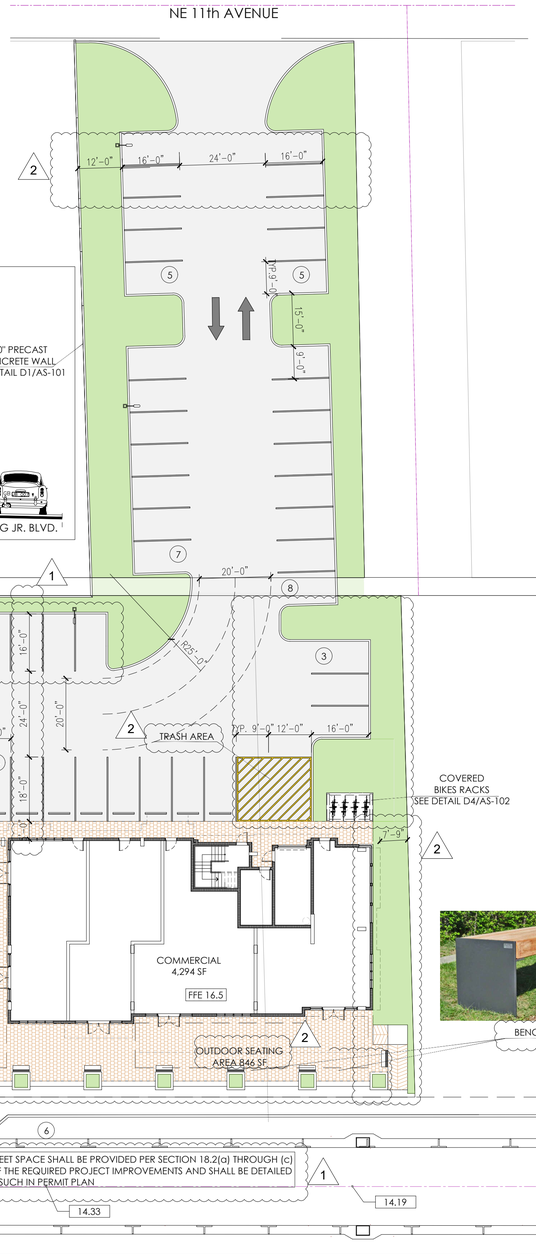
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D1 PRE-CAST SITE WALL DETAIL
NOT TO SCALE



D2 STREET - PLAZA SECTION A
1/8" = 1'-0"





BENCHES

A-1 ARCHITECTURAL SITE PLAN
1" = 20'-0"

NOTES:

1- SITE PLAN SHALL MEET CPTD DESIGN STANDARDS
2- BUILDING TO BE FULLY SPRINKLERED
3- ALL PORTION OF BLDG AREA WITH 450 OF F.D. ACCESS PER NFPA 1-18.2.3.2.2

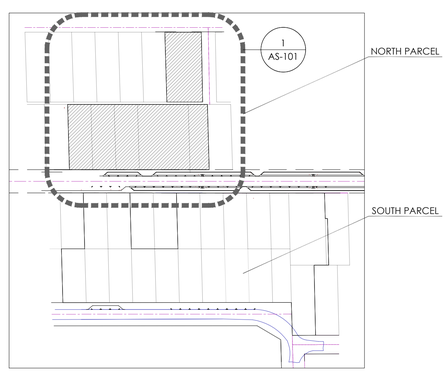
BOYNTON BEACH, FLORIDA - CODE OF ORDINANCES				
ZONING DISTRICT		**PALM BEACH - PROPOSE MU-1**		
SUBDISTRICT				
LAND USE		**MIXED USE, URBAN (MU-1)**		
		PERMITTED	PROVIDED	COMPLIES
GROSS SITE AREA		1.2323 AC	53,697 SF	YES
LOT FRONTAGE		100 FT MIN	300.06 FT	YES
BLDG HEIGHT		MAX 55'	44'	YES
FLOOR AREA RATIO			9,955.40	
BUILDING AREA			33,659.20	
FLOOR AREA RATIO		1.0 MIN	0.62	YES
CRA MAXIMUM ALLOWABLE DENSITY 20 DU / ACRE MAX.		24.60	24.00	YES
BUILDING SETBACK				
M.L.K. - RESIDENTIAL	SIDEWALK	8 FT.	25.5 FT.	YES
	TREE AREA	5'		
	ACTIVE AREA	5'		
COMMERCIAL	WEST	0 FT.	49.25 FT.	YES
	EAST	0 FT.	7.75 FT.	YES
RESIDENTIAL (DUPLEX R-2)	NORTH	0 FT.	65.85 FT.	YES

PARKING CALCULATIONS:				
TYPE OF UNITS		# OF UNITS	FACTOR	TOTAL REQ'D
ONE BEDROOM		20	1.5	30
TWO BEDROOMS		4	2	8
GUEST PARKING		24	0.15	4
COMMERCIAL 1/200 *		8530	200	43
TOTAL PARKING REQ'D				84
PARKING REDUCTION **			15%	13
TOTAL # OF UNITS & PARKING PROV'D		88 SPACES PROVIDED		72
OFF-STREET PARKING SPACES				76
ON-STREET PARKING SPACES				9
TOTAL PARKING PROVIDED				**85**

* MINIMUM OF 8,250 COMMERCIAL SPACE PER 18.2 (b) OF BBCRA at WELLS LANDING APTS, LLC AGREEMENT

** SEE REDUCTION STUDY PARKING

A-2 TURNING RADIUS DETAIL
1/16" = 1'-0"



A-3 KEY PLAN
NOT TO SCALE

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SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING NORTH
2

BOYNTON BEACH, FL 33435

OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-10-2020
2	DART COMMENTS	09-21-2020
3	DART COMMENTS	10-08-2020

PROJECT STATUS
DESIGN DEVELOPMENT

DATE
2020-06-09

PROJECT NUMBER
74-2018

SCALE
AS SHOWN

DRAWN BY CMR | CHECKED BY BPH

DRAWING TITLE
ARCHITECTURAL SITE PLAN

DRAWING NUMBER
AS-101

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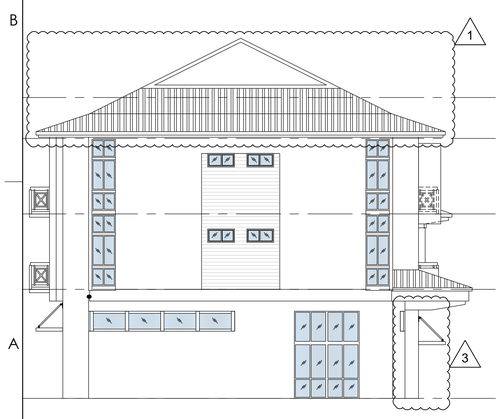
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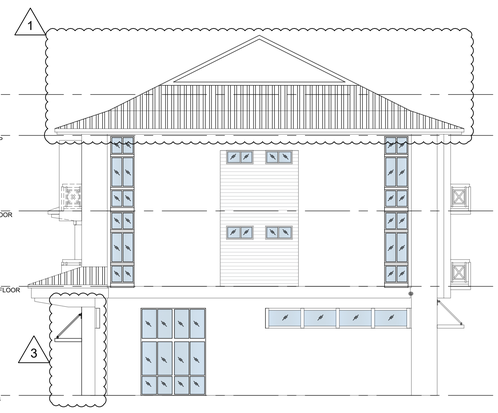


A-1 SOUTH ELEVATION
3/32" = 1'-0"

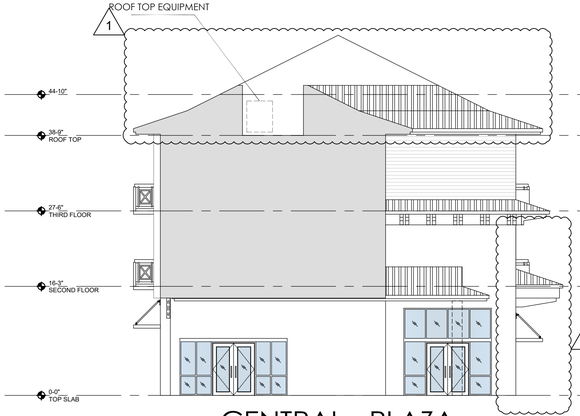
A-2 NORTH ELEVATION
3/32" = 1'-0"



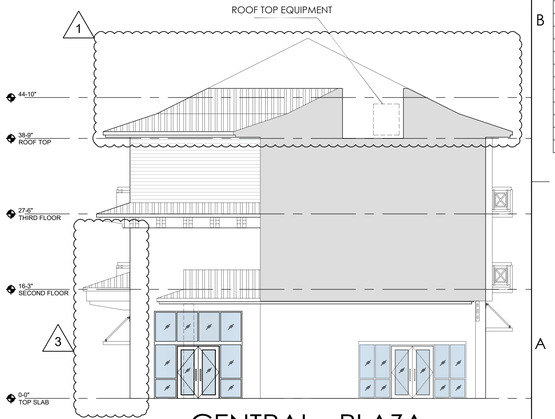
A-3 WEST ELEVATION
3/32" = 1'-0"



A-4 EAST ELEVATION
3/32" = 1'-0"



A-5 CENTRAL - PLAZA WEST ELEVATION
3/32" = 1'-0"



A-6 CENTRAL - PLAZA EAST ELEVATION
3/32" = 1'-0"

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SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING
NORTH
2

BOYNTON BEACH, FL 33435
OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-10-2020
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3	DART COMMENTS	10-08-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY
CMR
CHECKED BY
BPH
DRAWING TITLE
ELEVATION PLAN

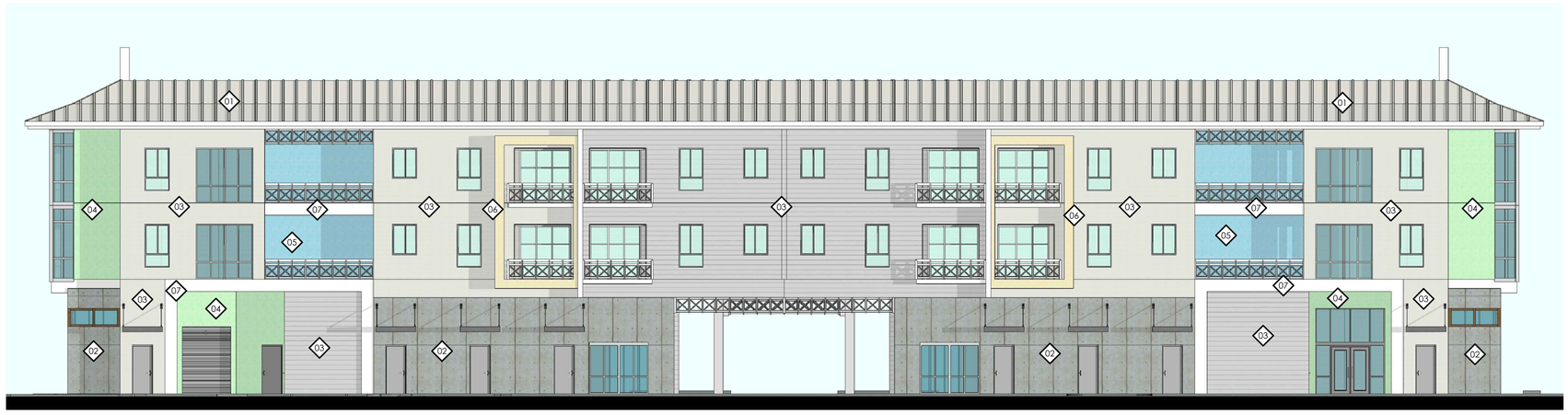
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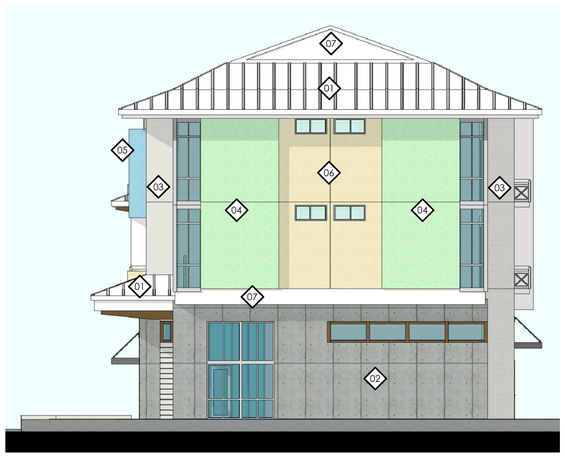
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A-1 SOUTH ELEVATION
NOT TO SCALE



A-2 NORTH ELEVATION
NOT TO SCALE



A-3 WEST ELEVATION
NOT TO SCALE



A-4 EAST ELEVATION
NOT TO SCALE

2
- 01 STANDING SEAM METAL ROOF. ON THE ROCKS (SW7671) BY SHERWIN WILLIAMS OR SIMILAR
- 02 CONCRETE PANEL

2
- 03 SCORED STUCCO & STUCCO: SPARE WHITE (SW6203) BY SHERWIN WILLIAMS OR SIMILAR
- 04 PAINT ON STUCCO: TOPIARY TINT (SW6449) BY SHERWIN WILLIAMS OR SIMILAR

2
- 05 PAINT ON STUCCO: BLUEBELL (SW6793) BY SHERWIN WILLIAMS OR SIMILAR
- 04 PAINT ON STUCCO: PINEAPPLE CREAM (SW1668) BY SHERWIN WILLIAMS OR SIMILAR
- 07 PAINT: GREEK VILLA (SW7551) BY SHERWIN WILLIAMS OR SIMILAR

A-5 MATERIAL & COLOR LEGENDS

1. ALL ROOF DRAINS: ALL INTERNAL AND DOWNSPOUTS OR RAIN WATER LEADERS WILL BE CONCEALED IN ARCHITECTURAL ELEMENTS.
2. ALL EQUIPMENT OTHER THAN FIRE APARATUS SHALL BE PAINTED TO MATCH BUILDING COLORS

A-6 MATERIAL NOTES

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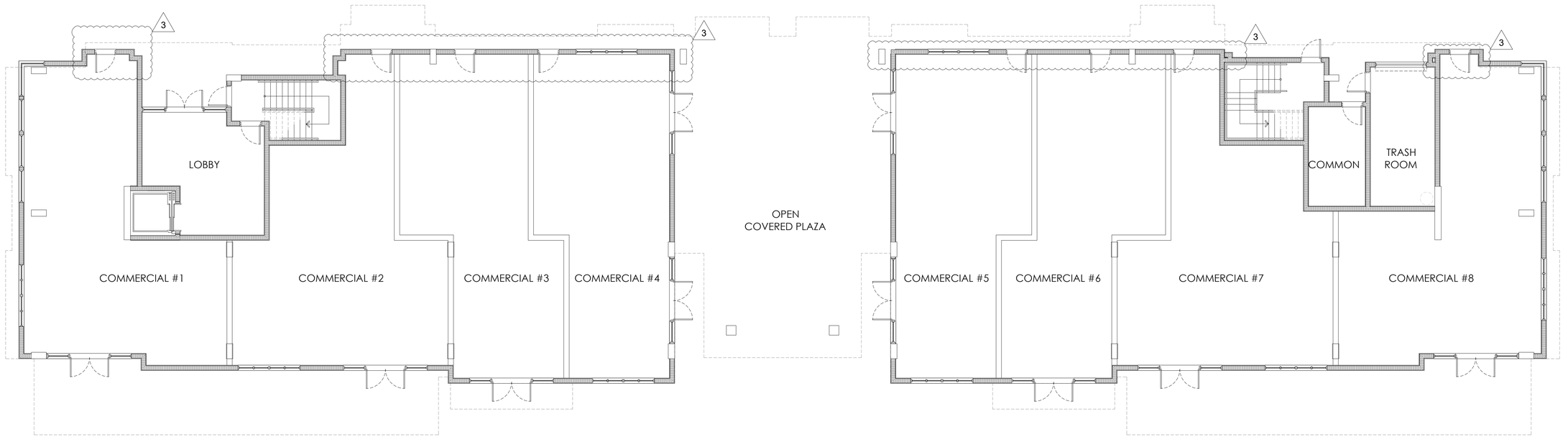
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COLOR ELEVATION PLANS

DRAWING NUMBER
A-202

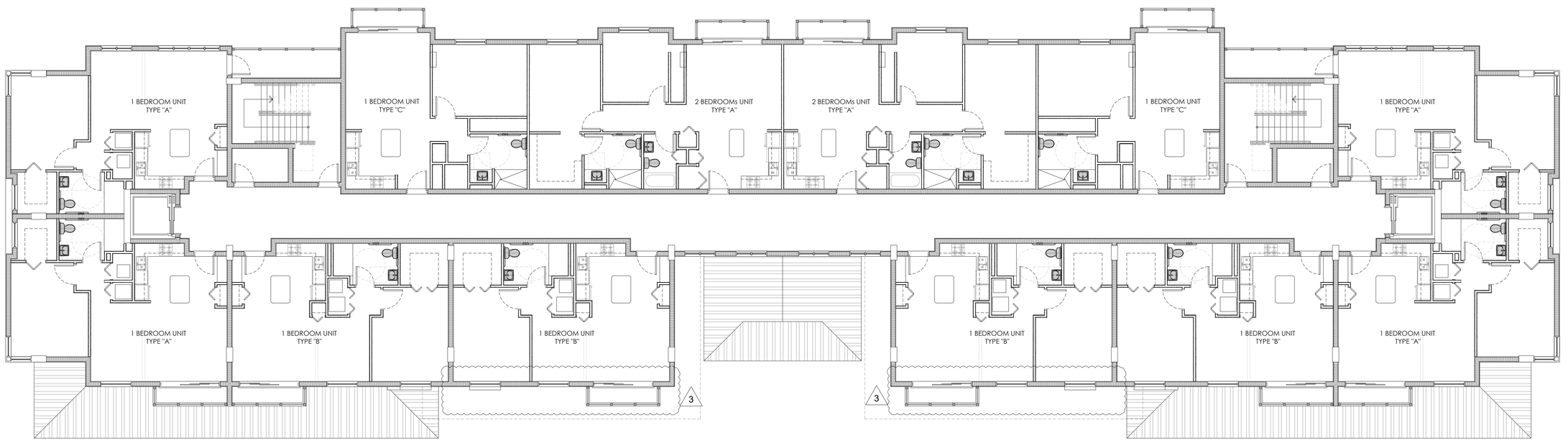
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A-1 FIRST FLOOR PLAN

1/8" = 1'-0"



A-2 SECOND FLOOR PLAN

1/8" = 1'-0"

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CHECKED BY: BPH

DRAWING TITLE

FIRST AND SECOND FLOOR PLAN

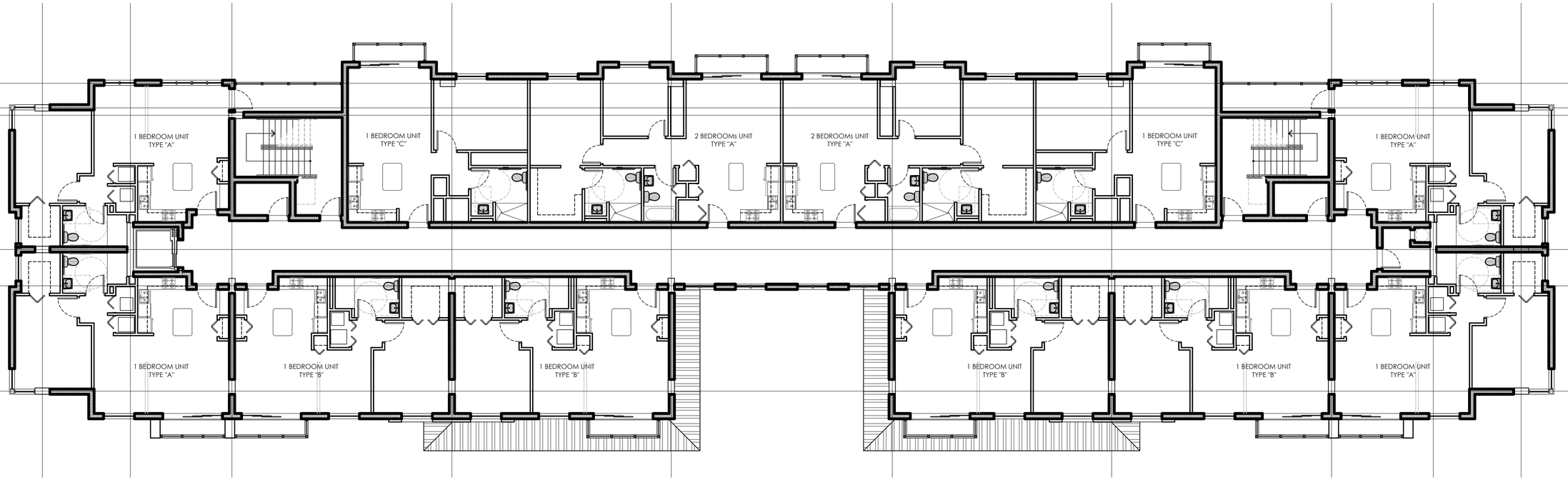
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A-1 THIRD FLOOR PLAN

1/8" = 1'-0"

0 4' 8' 16'

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DRAWN BY: CMR

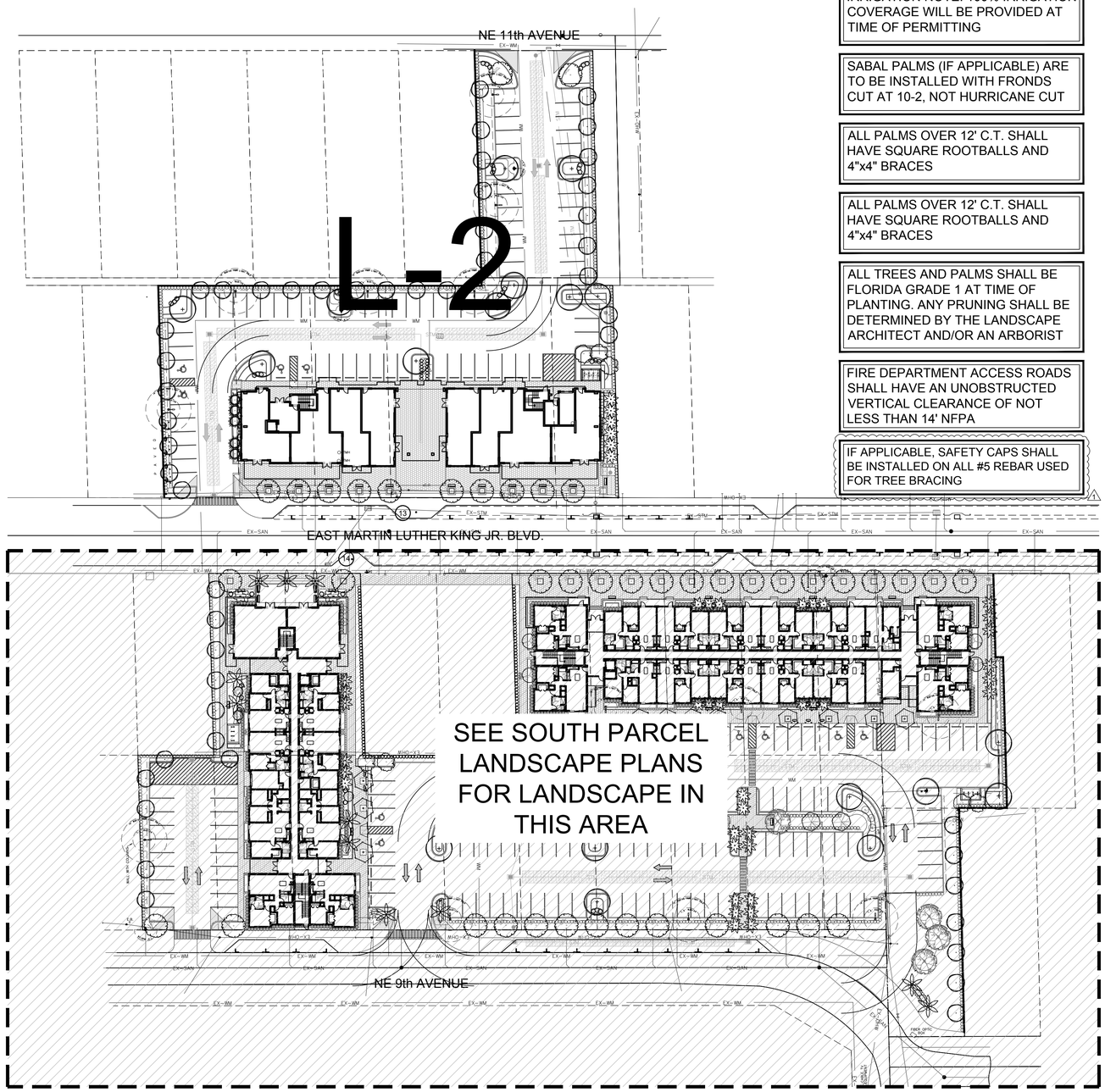
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DRAWING TITLE

THIRD
FLOOR PLAN

DRAWING NUMBER

A-102



IRRIGATION NOTE: 100% IRRIGATION COVERAGE WILL BE PROVIDED AT TIME OF PERMITTING

SABAL PALMS (IF APPLICABLE) ARE TO BE INSTALLED WITH FRONDS CUT AT 10-2, NOT HURRICANE CUT

ALL PALMS OVER 12' C.T. SHALL HAVE SQUARE ROOTBALLS AND 4"x4" BRACES

ALL PALMS OVER 12' C.T. SHALL HAVE SQUARE ROOTBALLS AND 4"x4" BRACES

ALL TREES AND PALMS SHALL BE FLORIDA GRADE 1 AT TIME OF PLANTING. ANY PRUNING SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT AND/OR AN ARBORIST

FIRE DEPARTMENT ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 14' NFPA

IF APPLICABLE, SAFETY CAPS SHALL BE INSTALLED ON ALL #5 REBAR USED FOR TREE BRACING

LANDSCAPE LEGEND - COMMERCIAL (NORTH)

ZONE DISTRICT: C-2

Gross Land: 55,183 (s.f.) Net Land: 1.27 acres Water Bodies: 0

	REQ.	PROV.
PERIMETER BUFFER Requirements: North (Single Family)	(287 L.F.)	(287 L.F.)
(1) 14' ht. tree for every 20 l.f.	15	15
(1) 36" ht. shrub for every 3 l.f.	96	117
PERIMETER BUFFER Requirements: East (Single Family)	(295 L.F.)	(295 L.F.)
(1) 14' ht. tree for every 20 l.f.	15	15
(1) 36" ht. shrub for every 3 l.f.	98	103
PERIMETER BUFFER Requirements: West (Single Family)	(295 L.F.)	(295 L.F.)
(1) 14' ht. tree for every 20 l.f.	15	15
(1) 36" ht. shrub for every 3 l.f.	98	133
STREET TREES (South - East MLK Blvd.): 300 l.f. (1 tree / 20 l.f.)	15	15
TOTAL NUMBER OF TREES (ALL PALMS IN 3:1 RATIO)	60	63
TOTAL NUMBER OF SHRUBS, GROUNDCOVERS	292	1,363
5% OF SHRUBS SHALL BE BUTTERFLY-ATTRACTIVE	15	219

Note: All pervious areas must be landscaped with lawn, groundcover, and/or shrubbery.

* IRRIGATION SHALL BE PROVIDED AT TIME OF PERMIT
* ALL PARKING ISLANDS SHALL BE LANDSCAPED WITH GROUNDCOVER MATERIAL

LANDSCAPE LIST - NORTH PARCEL

TREES

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
	12	*Quercus virginiana 'High Rise'	14' HT. X 6' SPR. 4" DBH.
		LIVE OAK "HIGH RISE"	F.G.
+	10	*Bursera simaruba	14' HT. X 6' SPR. 4" DBH.
		GUMBO LIMBO	F.G., "CHARACTER" SPECIMEN
	31	*Coccoloba diversiflora	14' HT. X 6' SPR. 4" DBH.
		PIGEON PLUM	F.G.
	3	Tabebuia heterophylla	10' HT. X 5 SPR., 2" DBH.
		PINK TRUMPET TREE	F.G.
	5	Elaeocarpus decipiens	12'-14' O.A. HT.
		JAPANESE BLUEBERRY	F.G., TOPIARY
	6	Ptychosperma elegans 'single'	20' O.A. HT., SINGLE
		SINGLE ALEXANDER PALMS	F.G.

SHRUBS AND GROUNDCOVERS

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
AC	32	Asclepias curassavica *[BUTTERFLY ATTRACTIVE]*	24" HT. X 24" SPR. / 24" O.C.
		MILKWEED	3 GAL.
CG2	14	*Clusia guttifera	36" HT. X 24" SPR. / 24" O.C.
		SMALL LEAF CLUSIA	7 GAL.
CV	27	Codieaum variegatum 'Mammey'	18" HT. X 18" SPR. / 18" O.C.
		RED - YELLOW CROTON	3 GAL.
DE	172	Duranta erecta 'Gold Mound' *[BUTTERFLY ATTRACTIVE]*	18" HT. X 18" SPR. / 18" O.C.
		GOLD MOUND DURANTA	3 GAL.
FM	635	Ficus microcarpa 'Green Island'	15" HT. X 15" SPR. / 18" O.C.
		GREEN ISLAND FICUS	3 GAL.
HP	15	Hamelia patens 'compact' *[BUTTERFLY ATTRACTIVE]*	24" HT. X 24" SPR. / 24" O.C.
		DWARF FIREBUSH	3 GAL.
IT	347	Ixora taiwanese 'Dwarf'	18" HT. X 18" SPR. / 18" O.C.
		DWARF IXORA	3 GAL.
JV	154	Jasmine volubile	24" HT. X 24" SPR. / 24" O.C.
		WAX JASMINE	3 GAL.
MC	167	*Muhlenbergia capillaris	24" HT. X 24" SPR. / 30" O.C.
		PINK MUHLY GRASS	3 GAL.
PM	435	Podocarpus macrophyllus	36" HT. X 24" SPR. / 24" O.C.
		PODOCARPUS	7 GAL.
LAWN	As Required	Stenotaphrum secundatum 'Floratam'	SOLID EVEN SOD
		ST. AUGUSTINE GRASS	

* DENOTES NATIVE SPECIES

SHEET INDEX:

L-1 INDEX
L-2 LANDSCAPE PLAN
L-3 LANDSCAPE DETAILS

KEY PLAN

Scale: 1" = 40'-0"

NORTH

WITKIN HULTS + PARTNERS
307 south 21st avenue hollywood, florida
phone: 954.923.3689 facsimile: 954.923.3689
www.witkindesign.com

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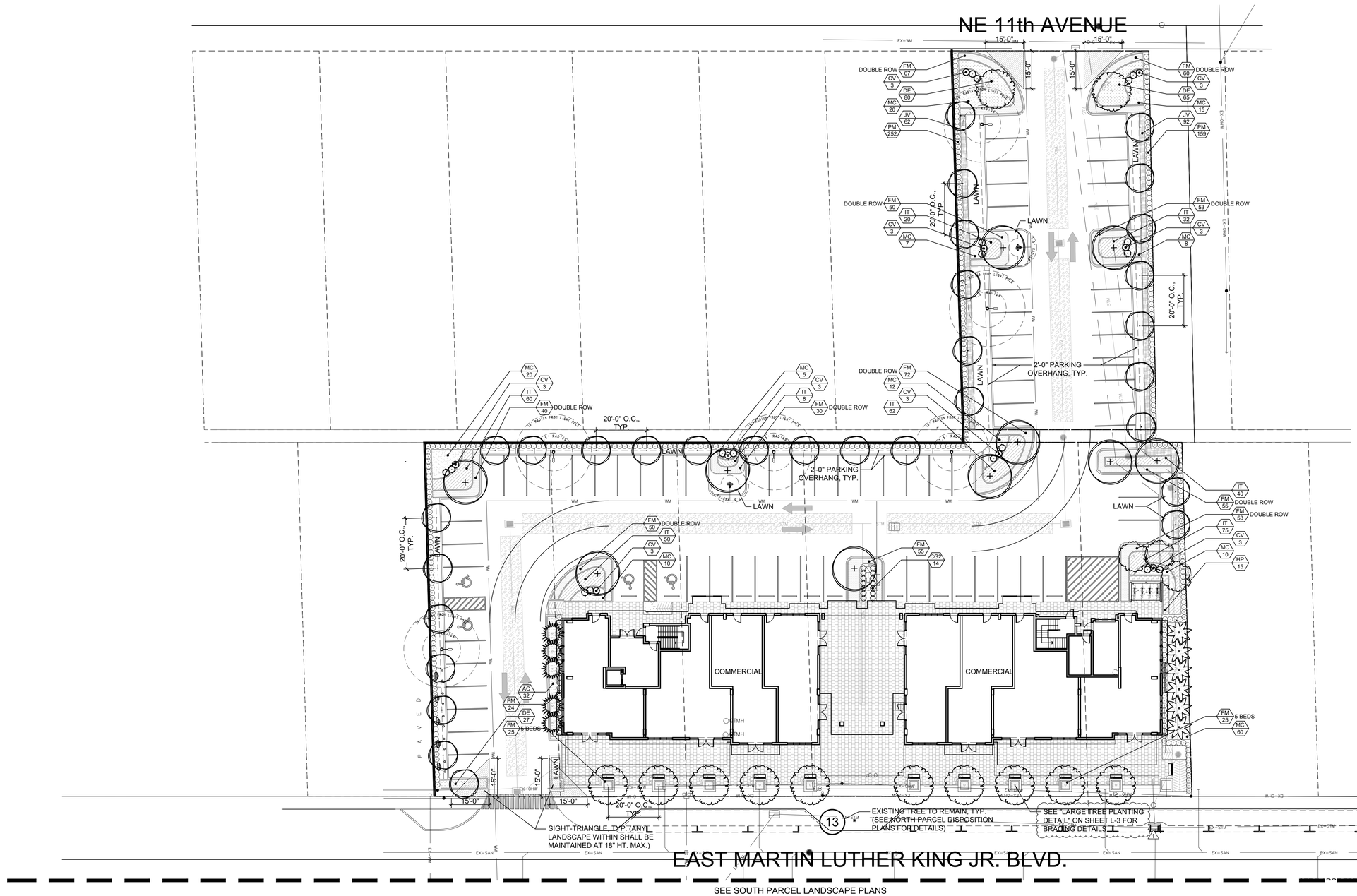
Project: WELLS LANDING - NORTH
BOYNTON BEACH, FL
INDEX

Revisions:	Date:	By:
1) DART Comments / Site Plan	09.24.2020	LDC

Seal:

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Index
Date: 06/17/2020
Scale: See Left
Drawn by: LDC
Sheet No.: L-1
Cad Id.: 2020-021



LANDSCAPE PLAN

Scale: 1" = 20'-0"

NORTH

WITKIN HULTS + PARTNERS
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www.witkindesign.com

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Project:
WELLS LANDING - NORTH
BOYNTON BEACH, FL
LANDSCAPE PLAN

Revisions:	Date:	By:
1) DART Comments / Site Plan	09.24.2020	LDC

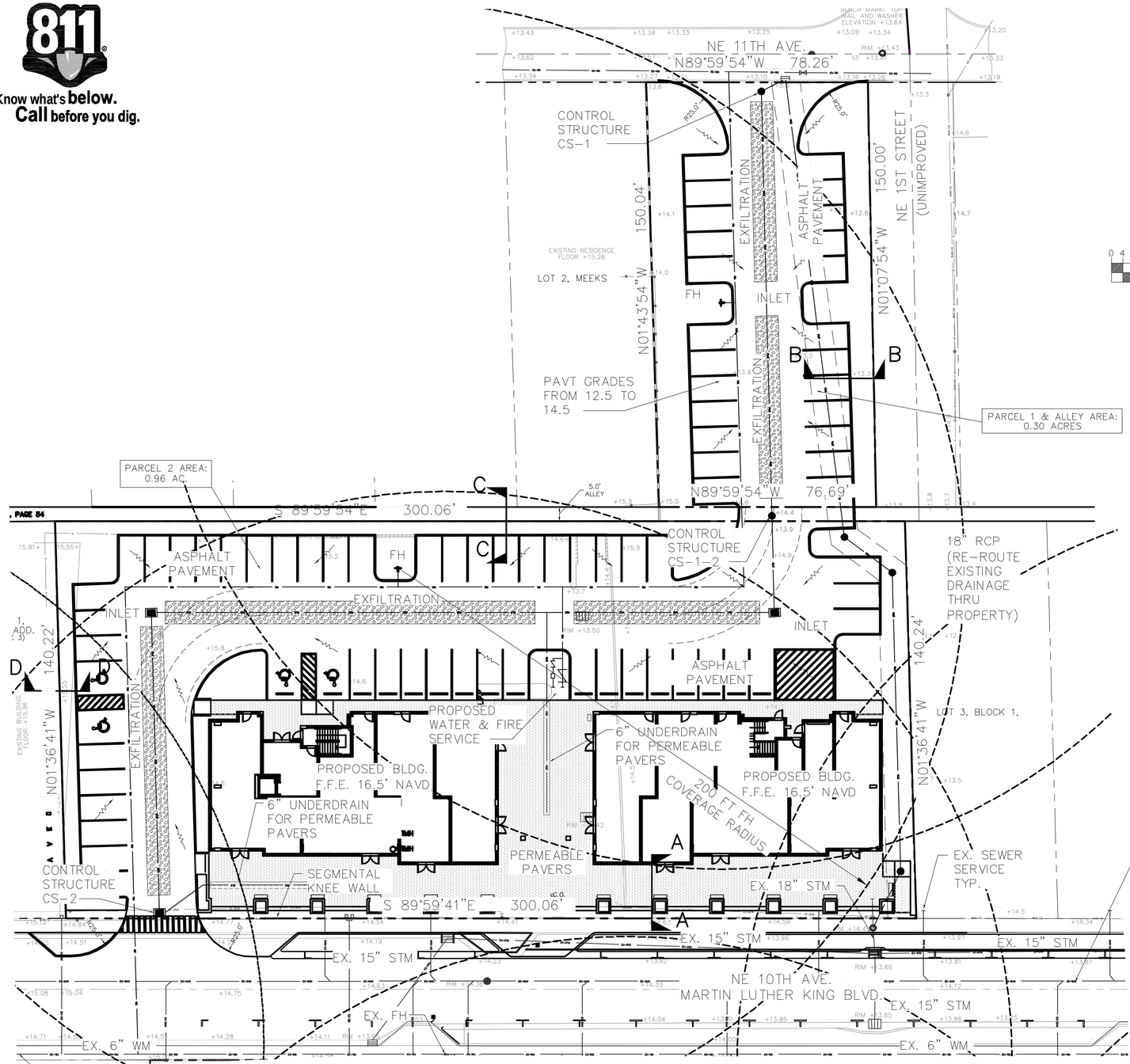
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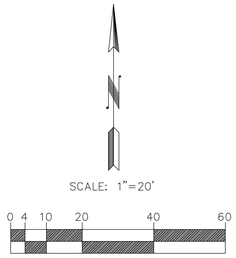
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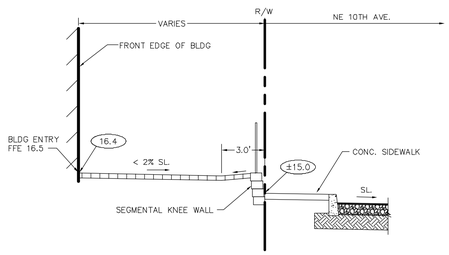
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Scale: See Left
Drawn by: LDC
Sheet No.: L-2
Cad Id.: 2020-021

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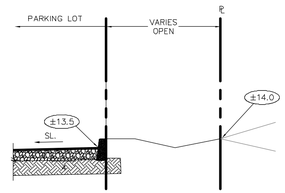
Know what's below.
Call before you dig.



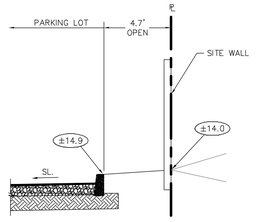




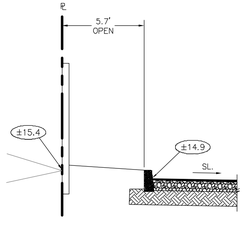
SECTION A–A
SCALE: 1"=5'



SECTION B–B
SCALE: 1"=5'



SECTION C–C
SCALE: 1"=5'



SECTION D–D
SCALE: 1"=5'

SMILEY & ASSOCIATES, INC.
1928 COMMERCE LANE, SUITE 2, JUPITER, FLORIDA 33458
561-747-8335 • msmiley@smiley-associates.com
www.smiley-associates.com
EB # 8613

REV.	DESCRIPTION	APRV	DATE

REVISION NOTES

WELLS LANDING NORTH
FOR
CENTENNIAL MANAGEMENT CORP.
BOYNTON BEACH, FLORIDA

PRELIMINARY ENGINEERING PLAN

DATE 4/4/17	
DRT	DRT
DSG	MS
CHK	MS
CADDWG WELLS	

MARK C. SMILEY LICENSE NO. 54864 STATE OF FLORIDA PROFESSIONAL ENGINEER
10/12/20

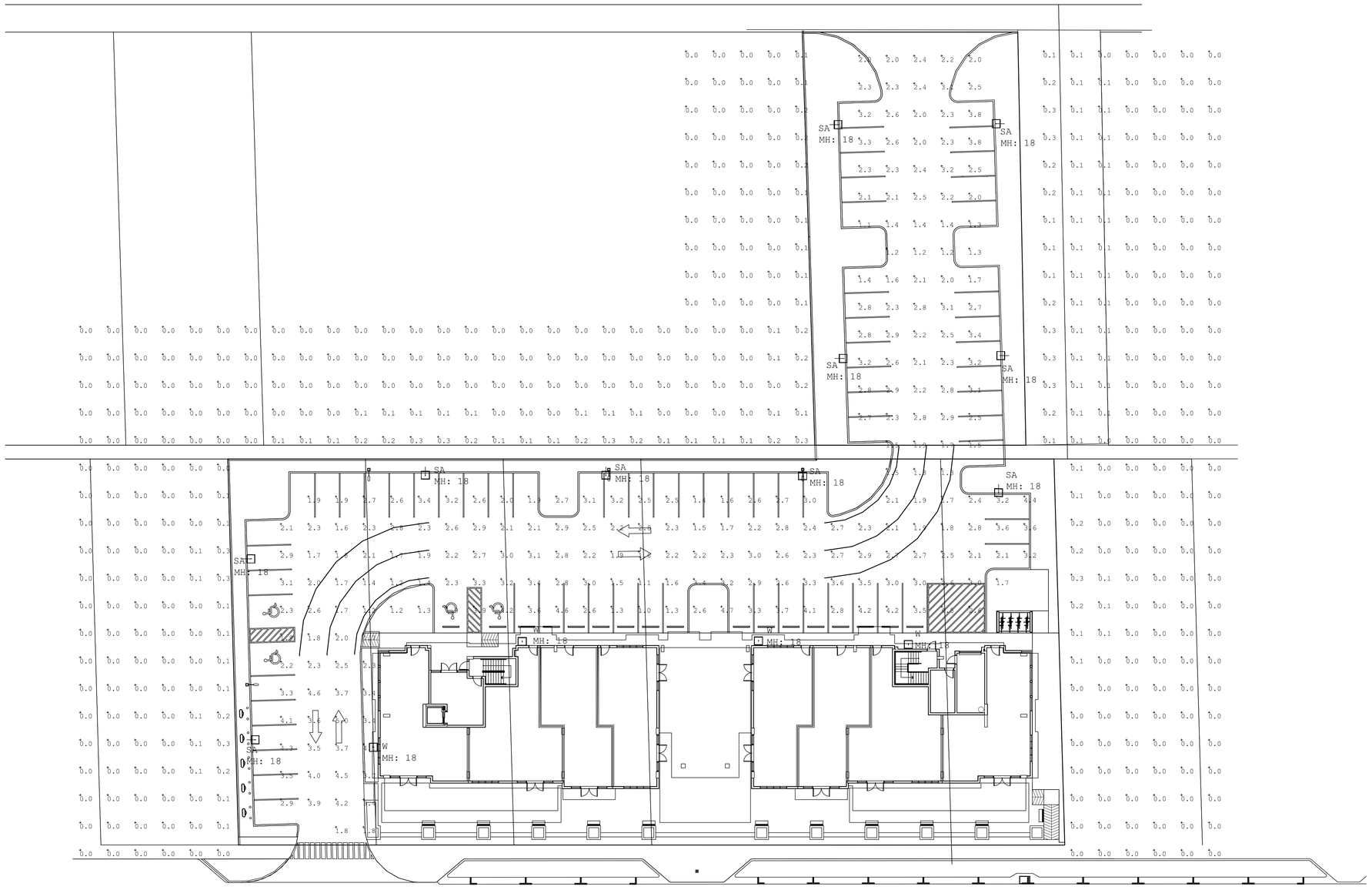
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SHEET TYPE

SHEET 1 OF 1

JOB # 20-006

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SITE PHOTOMETRICS PLAN - NORTH

1" = 20'-0"

0 10' 20' 40'

1 REVISED ENTIRE SHEET

Luminaire Schedule					
Symbol	Qty	Label	Arrangement	LLF	Description
-	4	W	SINGLE	0.900	Cree Lighting OSQ-A-XX-4ME-B-30K-UL-XX / OSQ-BLSMF / Wall Mount
-|	10	SA	SINGLE	0.900	Cree Lighting OSQ-A-XX-4ME-B-30K-UL-XX / OSQ-BLSMF

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Illuminance	Fc	2.55	5.0	1.0	2.55	5.00
Spill	Illuminance	Fc	0.04	0.3	0.0	N.A.	N.A.

B&K PROJECT#: 2020-0096

08/14/2020
DATE

B&K Engineering Group
3601 NW 2ND AVE
BOCA RATON, FL 33431
MECH DEPT:
TEL:561-716-7120
ELEC DEPT:
TEL:954-644-9612
CERTIFICATION OF AUTHORIZATION NO. 31989
PM:SK

PRIOR TO SUBMITTING THE BID, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND INFORM THE ARCHITECT AND THE ENGINEER OF ANY DISCREPANCY BETWEEN THESE DOCUMENTS AND THE EXISTING CONDITIONS AND SHALL INCLUDE IN THE BID TO CORRECT THE SAME AS DIRECTED. THE ENGINEERS ARE NOT RESPONSIBLE FOR ANY ADDITIONAL COSTS RESULTING FROM VERIFIABLE EXISTING CONDITIONS DISCOVERED AFTER CONTRACT HAS BEEN AWARDED. NO CHANGES SHALL BE MADE TO THESE PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER OF RECORD. ALL CHANGES SHALL BE SUBMITTED FOR REVIEW PRIOR TO INSTALLATION. NOT FOR BID UNTIL PERMIT HAS BEEN ISSUED.

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PH. 954.794.0300 FX. 954.794.0301

AA26001731
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT

MARTIN LUTHER KING COMMUNITY NORTH

BOYNTON BEACH, FL 33435

OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	2020-09-09

PROJECT STATUS

DESIGN DEVELOPMENT

DATE

2020-06-09

PROJECT NUMBER

74-2018

SCALE

AS SHOWN

DRAWN BY: CMR

CHECKED BY: BPH

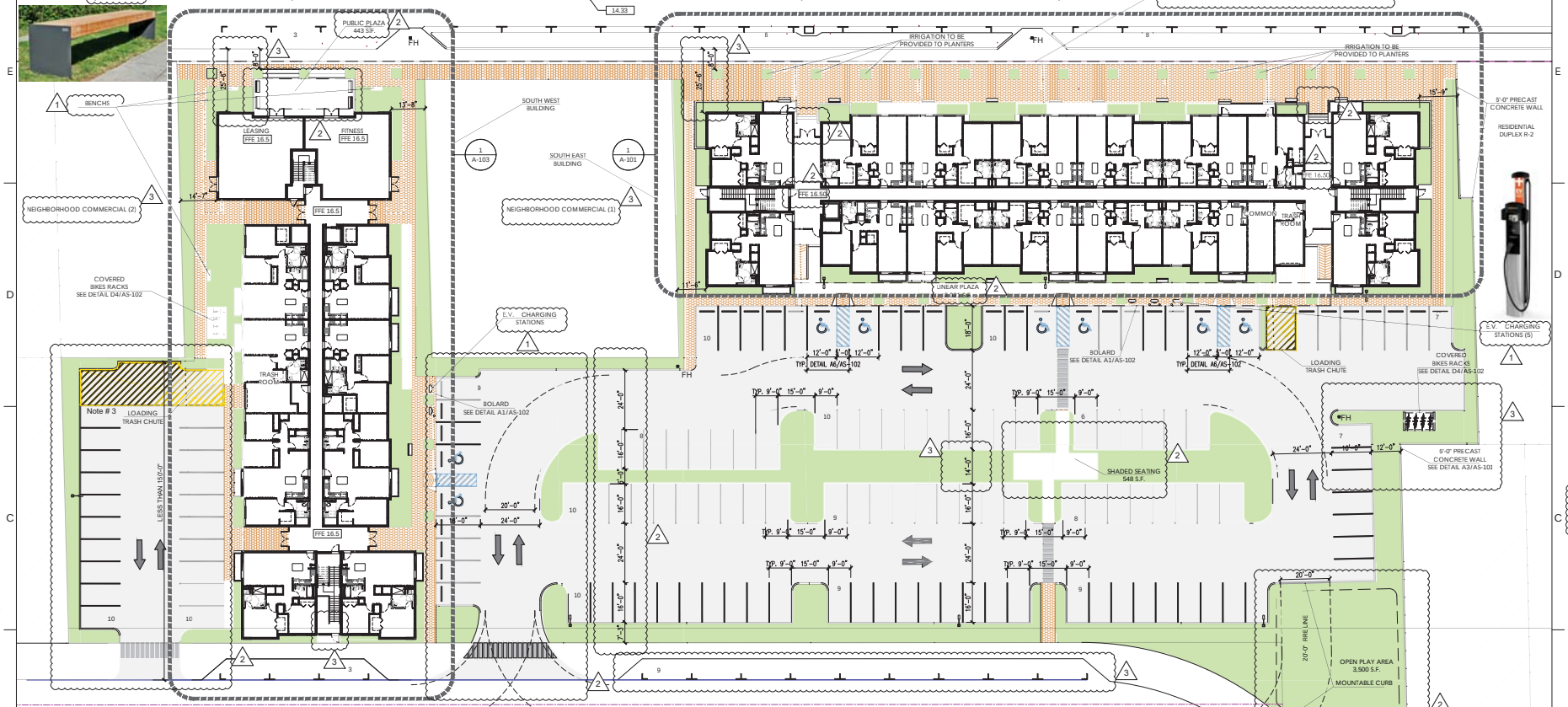
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SITE PHOTOMETRICS PLAN NORTH

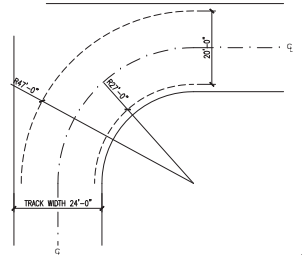
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EPH-101N

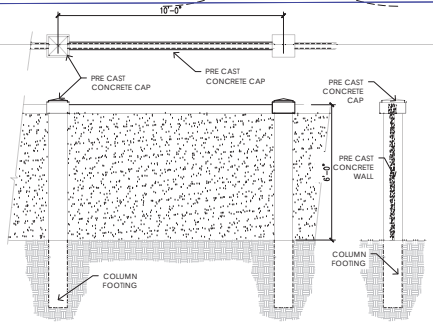
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A-1 ARCHITECTURAL SITE PLAN
1" = 20'-0"



A-2 TURNING RADIO DETAIL
1/16" = 1'-0"



A3 PRE-CAST SITE WALL DETAIL
NOT TO SCALE

BOYNTON BEACH, FLORIDA - CODE OF ORDINANCES				
ZONING DISTRICT		PALM BEACH - MU-2		
SUBDISTRICT				
LAND USE		RESIDENTIAL (R-2)		
		PERMITTED	PROVIDED	COMPLIES
GROSS SITE AREA		2.69 AC	117,433 SF	YES
LOT FRONTAGE		100 FT MIN	417 FT	YES
BLDG HEIGHT		MAX 65'	51'-1"	YES
FLOOR AREA RATIO		3.0	1.02	YES
BUILDING AREA			120,647.27	
MAXIMUM ALLOWABLE 40 DU DENSITY		107.60	100.00	YES
BUILDING SETBACK				
M.L.K. - RESIDENTIAL	SIDEWALK	8 FT.	25.5 FT.	YES
	TREE AREA	5'		
	ACTIVE AREA	5'		
COMMERCIAL (1) C-2	EAST	0 FT.	11.55 FT.	YES
	WEST	0 FT.	13.60 FT.	YES
COMMERCIAL (2) C-2	WEST	0 FT.	14.58 FT.	YES
EAST SIDE RESIDENTIAL (DUPLEX R-2)		0 FT.	15.75 FT.	YES

PARKING CALCULATIONS:			
TYPE OF UNITS	# OF UNITS	FACTOR	TOTAL REQ'D
ONE BEDROOM	4	1.5	6
TWO BEDROOM	72	2	144
THREE BEDROOM	24	2	48
GUEST PARKING	100	0.15	15
TOTAL PARKING REQ'D			213
PARKING REDUCTION *		22%	47
TOTAL # OF UNITS & PARKING PROV'D	171 SPACES PROVIDED		166
OFF-STREET PARKING SPACES			142
ON-STREET PARKING SPACES			29
TOTAL PARKING PROVIDED			**171**

* SEE REDUCTION STUDY PARKING

A-4 KEY PLAN
NOT TO SCALE

NOTES:
1- SITE PLAN SHALL MEET CPTD DESIGN STANDARDS
2- BUILDING TO BE FULLY SPRINKLERED
3- DEVELOPER TO EXPLORE CROSS ACCES EASEMENT W/ CVS SITE
4- ALL PORTION OF BLDG AREA WITH 450 OF F.D. ACCESS PER NFPA 1-18.2.3.2.2

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BRIAN P. HERBERT FL AR0015474

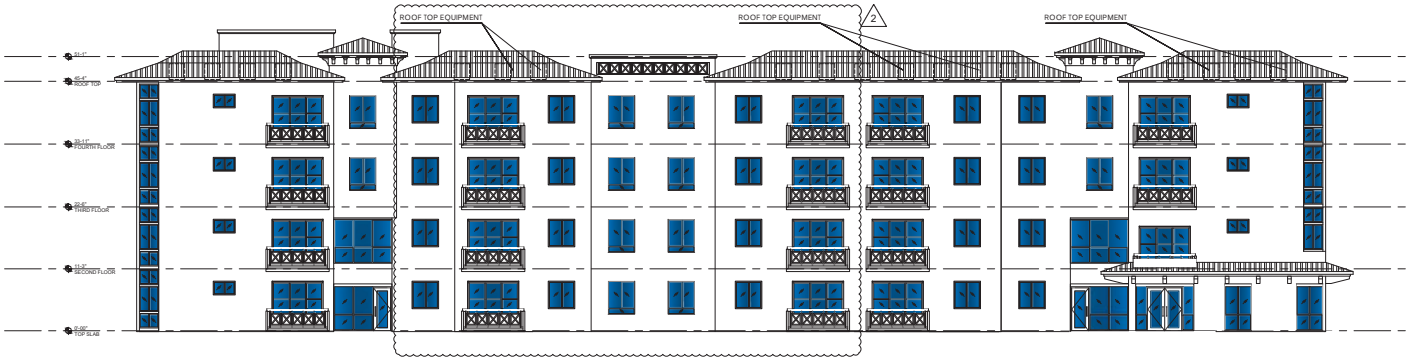
PROJECT
WELLS LANDING SOUTH

BOYNTON BEACH, FL 33435
OWNER

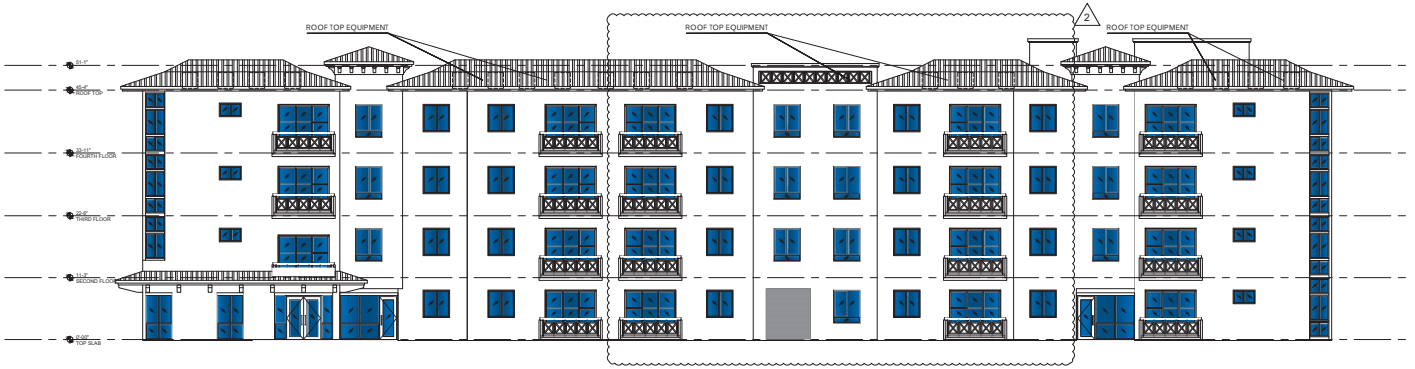
REVISIONS		
No.	Description	Date
1	DART COMMENTS	09-10-2020
2	DART COMMENTS	09-21-2020
3	DART COMMENTS	10-08-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
ARCHITECTURAL SITE PLAN SOUTH PARCEL
DRAWING NUMBER
AS-101

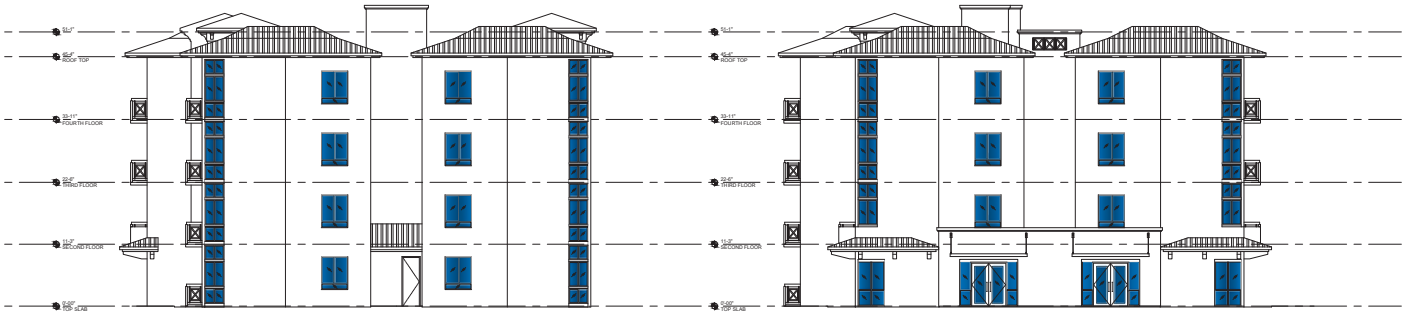
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A-1 EAST ELEVATION
3/32" = 1'-0"



A-2 WEST ELEVATION
3/32" = 1'-0"



A-3 SOUTH ELEVATION
3/32" = 1'-0"

A-4 NORTH ELEVATION
3/32" = 1'-0"

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AA26001721
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING
SOUTH
2

BOYNTON BEACH, FL 33435
OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-21-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
ELEVATION PLAN
SOUTH WEST BLDG.
DRAWING NUMBER
A-203

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A-2 WEST ELEVATION
3/32" = 1'-0"



A-3 SOUTH ELEVATION
3/32" = 1'-0"



A-4 NORTH ELEVATION
3/32" = 1'-0"

01	STANDING SEAM METAL ROOF. ON THE ROCKS (SW7671) BY SHERWIN WILLIAMS OR SIMILAR
02	CONCRETE PANEL
03	SCORED STUCCO & STUCCO: SPARE WHITE (SW6203) BY SHERWIN WILLIAMS OR SIMILAR
04	PAINT ON STUCCO: TOPIARY TINT (SW6449) BY SHERWIN WILLIAMS OR SIMILAR
05	PAINT ON STUCCO: BLUEBELL (SW6793) BY SHERWIN WILLIAMS OR SIMILAR
06	PAINT ON STUCCO: PINEAPPLE CREAM (SW1668) BY SHERWIN WILLIAMS OR SIMILAR
07	PAINT: GREEK VILLA (SW7551) BY SHERWIN WILLIAMS OR SIMILAR

A-5 MATERIAL & COLOR LEGENDS

1. ALL ROOF DRAINS: ALL INTERNAL AND DOWNSPOUTS OR RAIN WATER LEADERS WILL BE CONCEALED IN ARCHITECTURAL ELEMENTS.
2. ALL EQUIPMENT OTHER THAN FIRE APARATUS SHALL BE PAINTED TO MATCH BUILDING COLORS

A-6 MATERIAL NOTES

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AA26001731
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING SOUTH
2

BOYNTON BEACH, FL 33435
OWNER

REVISIONS

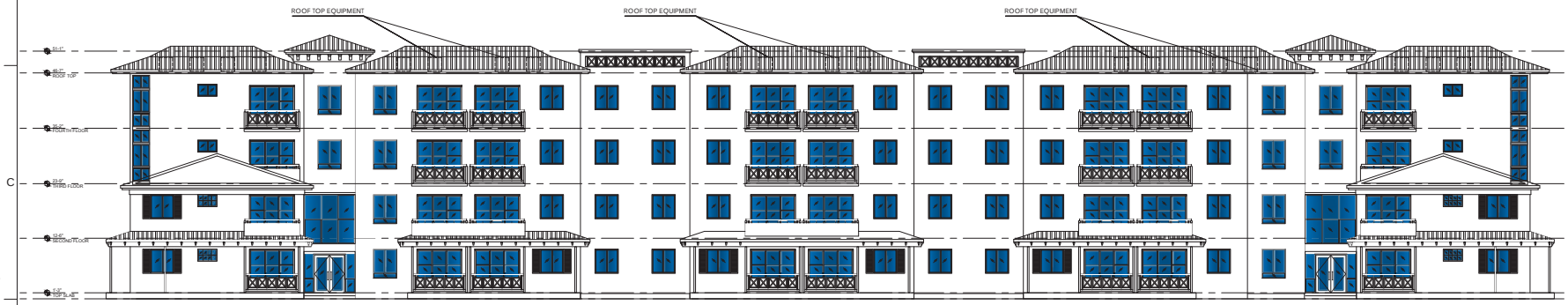
No.	Description	Date
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2	DART COMMENTS	09-21-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
1
COLOR ELEVATION PLANS SOUTH WEST BLDG.
DRAWING NUMBER
A-204

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3/32" = 1'-0"



A-2 NORTH ELEVATION
3/32" = 1'-0"



A-3 WEST ELEVATION
3/32" = 1'-0"



A-4 EAST ELEVATION
3/32" = 1'-0"

GHA
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1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
P H 954.794.0300 F X 954.794.0301

AA26001721

SEAL

WILLIAM J. GALLO FL AR0008440

BRIAN P. HERBERT FL AR0015474

PROJECT

WELLS LANDING
SOUTH

2

BOYNTON BEACH, FL 33435

OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-21-2020

PROJECT STATUS
DESIGN DEVELOPMENT

DATE
2020-06-09

PROJECT NUMBER
74-2018

SCALE
AS SHOWN

DRAWN BY CMR | CHECKED BY BPH

DRAWING TITLE
ELEVATION PLAN
SOUTH EAST BLDG.

DRAWING NUMBER
A-201

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A-1 SOUTH ELEVATION
NOT TO SCALE



A-2 NORTH ELEVATION
NOT TO SCALE



A-3 WEST ELEVATION
NOT TO SCALE



A-4 EAST ELEVATION
NOT TO SCALE

01	STANDING SEAM METAL ROOF. ON THE ROCKS (SW7671) BY SHERWIN WILLIAMS OR SIMILAR
02	SCORED STUCCO & STUCCO: SPARE WHITE (SW6203) BY SHERWIN WILLIAMS OR SIMILAR
03	PAINT ON STUCCO: TOPIARY TINT (SW6449) BY SHERWIN WILLIAMS OR SIMILAR
04	PAINT ON STUCCO: BLUEBELL (SW6793) BY SHERWIN WILLIAMS OR SIMILAR
05	PAINT ON STUCCO: PINEAPPLE CREAM (SW1668) BY SHERWIN WILLIAMS OR SIMILAR
06	PAINT: GREEK VILLA (SW7551) BY SHERWIN WILLIAMS OR SIMILAR

A-5 MATERIAL & COLOR LEGENDS

1. ALL ROOF DRAINS: ALL INTERNAL AND DOWNSPOUTS OR RAIN WATER LEADERS WILL BE CONCEALED IN ARCHITECTURAL ELEMENTS.
2. ALL EQUIPMENT OTHER THAN FIRE APARATUS SHALL BE PAINTED TO MATCH BUILDING COLORS

A-6 MATERIAL NOTES

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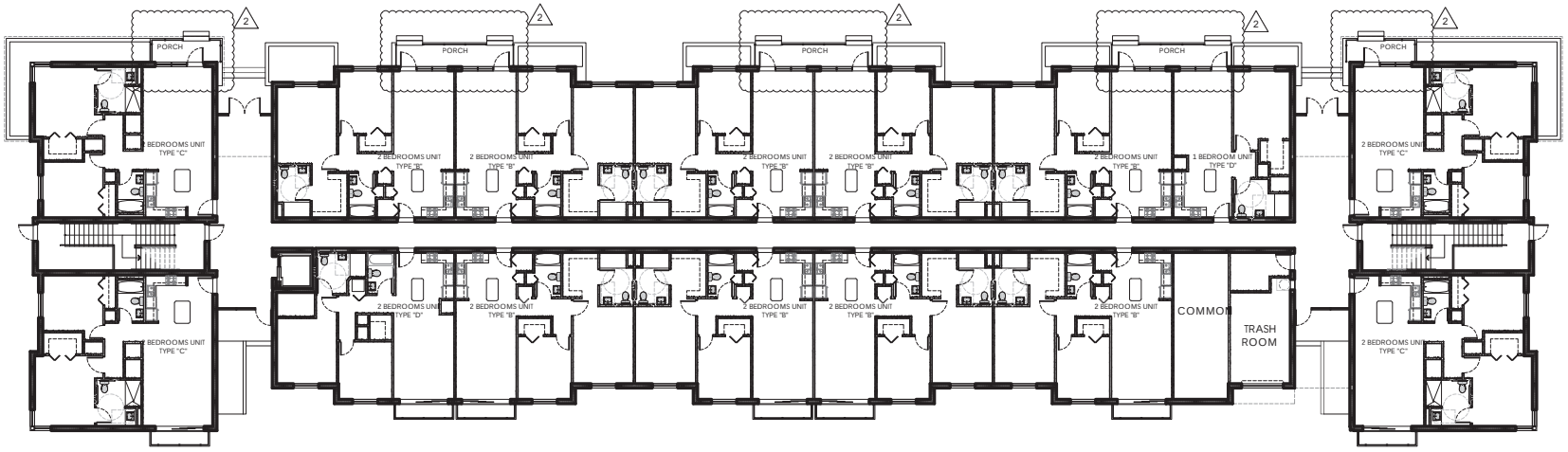
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2	DART COMMENTS	09-21-2020

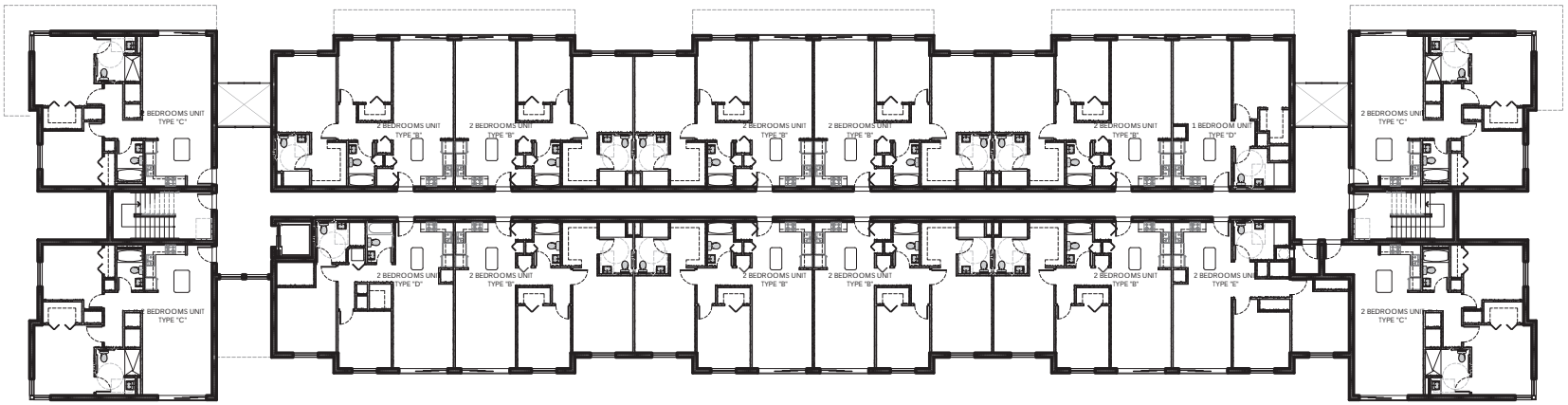
PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
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1
DRAWING TITLE
COLOR ELEVATION PLANS SOUTH EAST BLDG.
DRAWING NUMBER
A-202

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A-1 FIRST FLOOR PLAN
3/32" = 1'-0"



A-2 SECOND FLOOR PLAN
3/32" = 1'-0"

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PROJECT
WELLS LANDING SOUTH
2

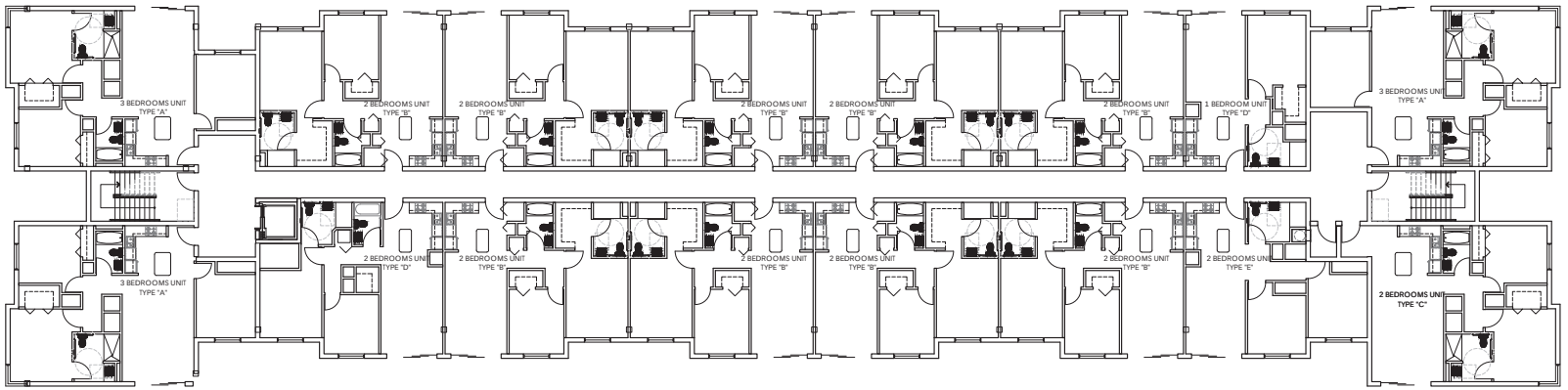
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OWNER

REVISIONS

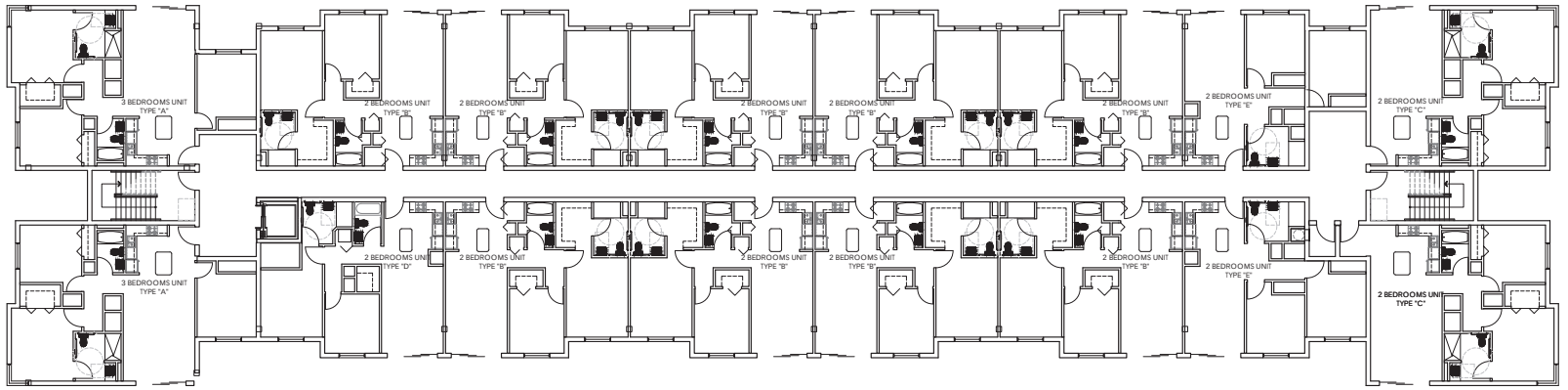
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DRAWING TITLE
FIRST AND SECOND FLOOR PLAN SOUTH EAST BLDG.
DRAWING NUMBER
A-101

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3/32" = 1'-0"



A-2 FOURTH FLOOR PLAN
3/32" = 1'-0"

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BOYNTON BEACH, FL 33435
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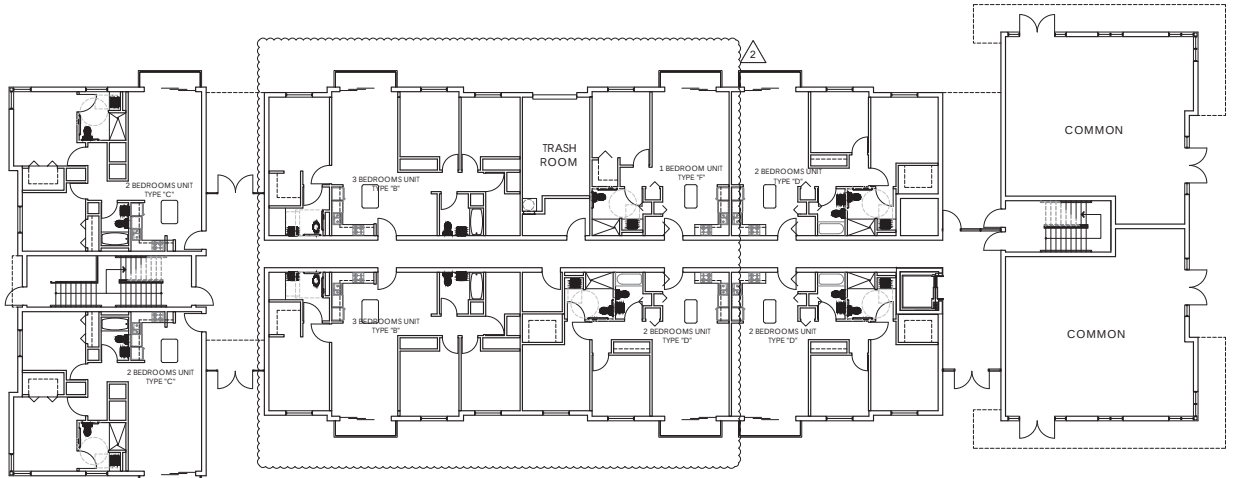
REVISIONS

No.	Description	Date
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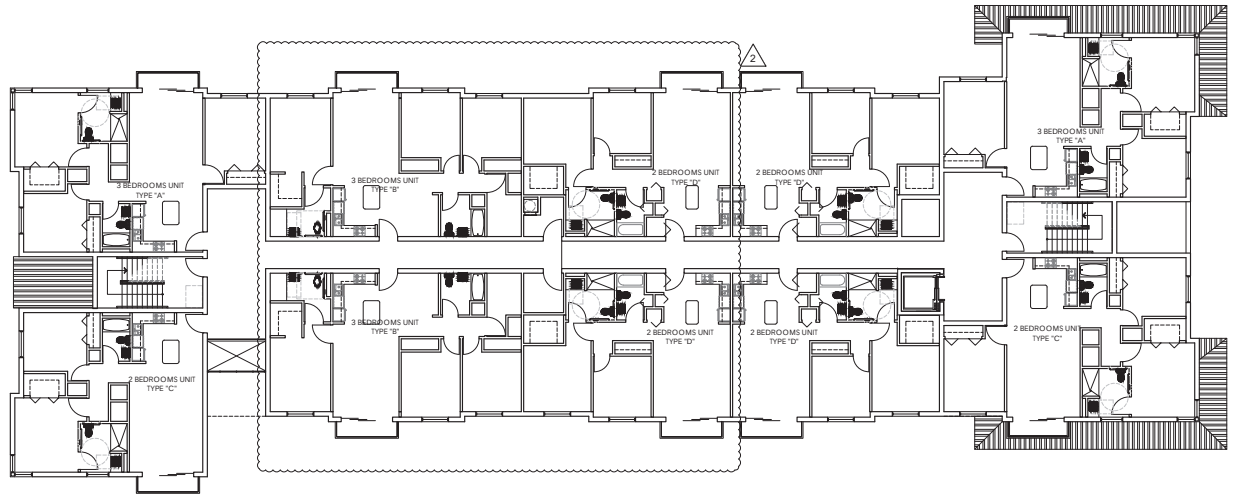
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DRAWING TITLE
THIRD & FOURTH FLOOR PLAN SOUTH EAST BLDG.
DRAWING NUMBER
A-102

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3/32" = 1'-0"

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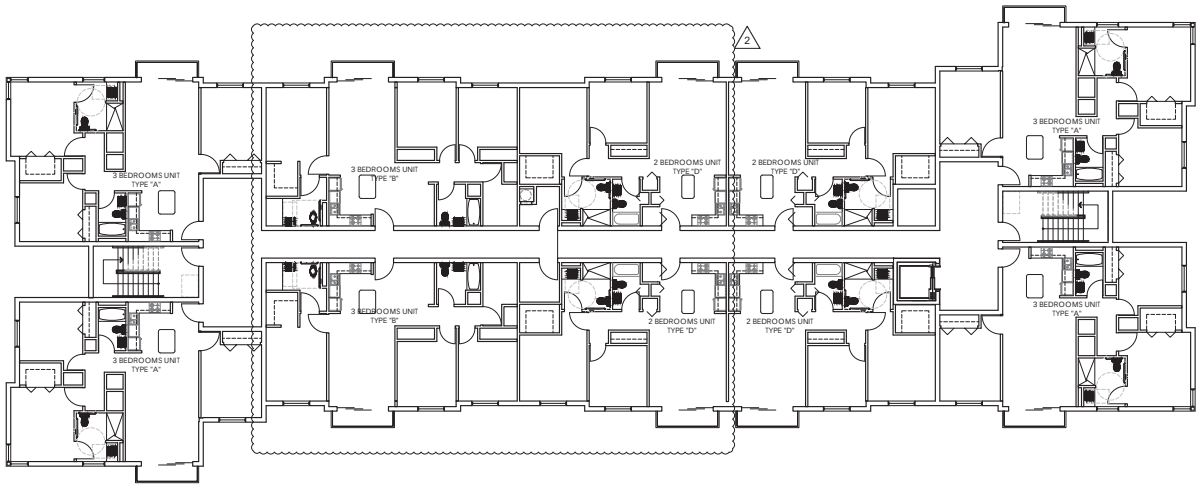
DRAWING TITLE
FIRST & SECOND FLOOR PLAN SOUTH WEST BLDG.

DRAWING NUMBER
A-103

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3/32" = 1'-0"

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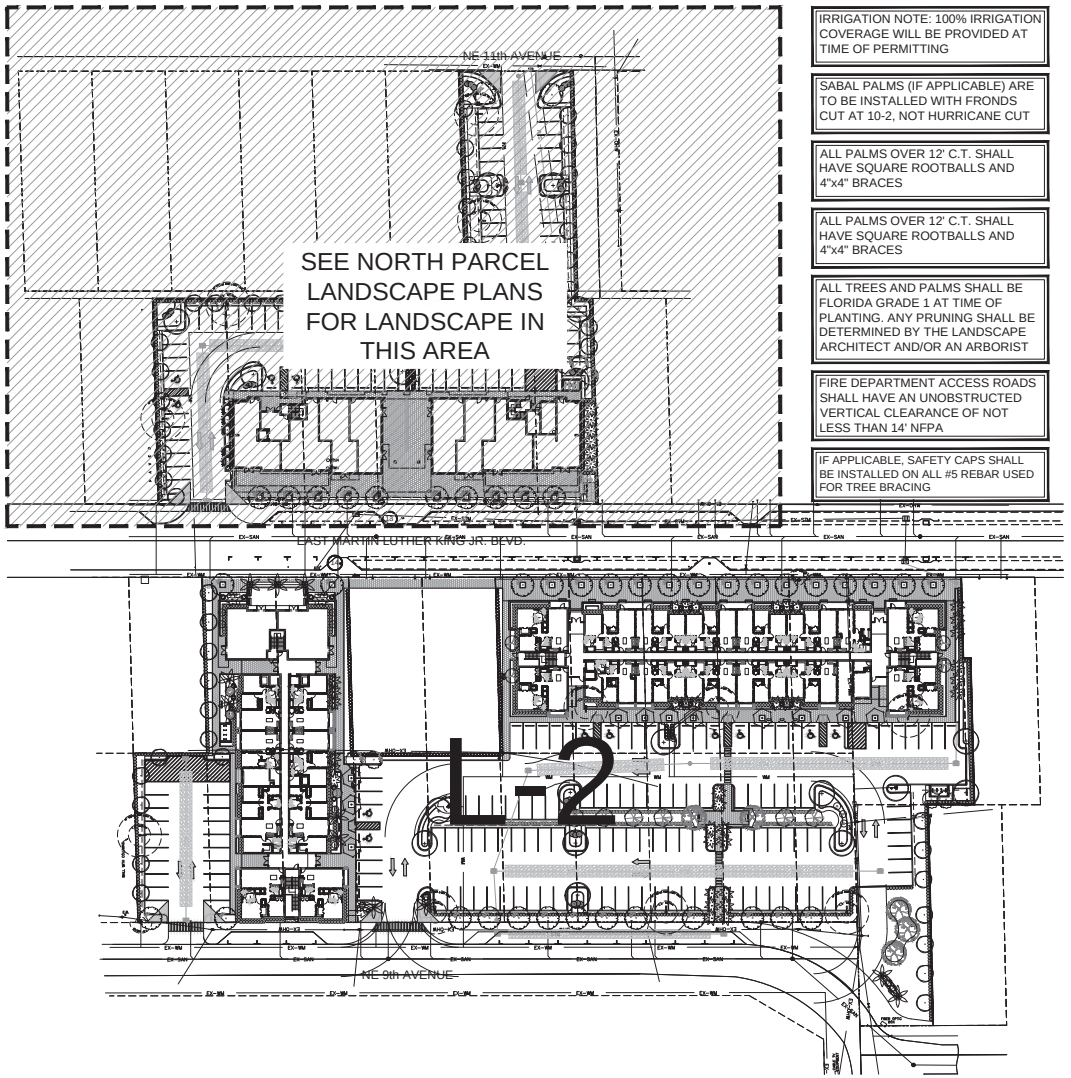
PROJECT NUMBER
74-2018

SCALE
AS SHOWN

DRAWN BY CMR | CHECKED BY BPH

DRAWING TITLE
THIRD & FOURTH FLOOR PLAN SOUTH WEST BLDG.

DRAWING NUMBER
A-104



IRRIGATION NOTE: 100% IRRIGATION COVERAGE WILL BE PROVIDED AT TIME OF PERMITTING

SABAL PALMS (IF APPLICABLE) ARE TO BE INSTALLED WITH FRONDS CUT AT 10-2, NOT HURRICANE CUT

ALL PALMS OVER 12' C.T. SHALL HAVE SQUARE ROOTBALLS AND 4"x4" BRACES

ALL PALMS OVER 12' C.T. SHALL HAVE SQUARE ROOTBALLS AND 4"x4" BRACES

ALL TREES AND PALMS SHALL BE FLORIDA GRADE 1 AT TIME OF PLANTING. ANY PRUNING SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT AND/OR AN ARBORIST

FIRE DEPARTMENT ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 14' NFPA

IF APPLICABLE, SAFETY CAPS SHALL BE INSTALLED ON ALL #5 REBAR USED FOR TREE BRACING

KEY PLAN

Scale: 1" = 40'-0"

NORTH

SHEET INDEX:

L-1 INDEX
L-2 LANDSCAPE PLAN
L-3 LANDSCAPE DETAILS

LANDSCAPE LEGEND - RESIDENTIAL (SOUTH)

ZONE DISTRICT: C-2

Gross Land: 117,428 (s.f.) Net Land: 2.70 acres Water Bodies: 0

	REQ.	PROV.
PERIMETER BUFFER Requirements: East (Commercial)	(235 L.F.)	(235 L.F.)
(1) 14' ht. tree for every 20 l.f.	12	12
(1) 36" ht. shrub for every 3 l.f.	78	100
PERIMETER BUFFER Requirements: West (Commercial)	(305 L.F.)	(305 L.F.)
(1) 14' ht. tree for every 20 l.f.	15	15
(1) 36" ht. shrub for every 3 l.f.	102	108
STREET TREES (North - East MLK Blvd.): 418 l.f. (1 tree / 20 l.f.)	21	21
STREET TREES (South - NE 9th Ave.): 542 l.f. (1 tree / 20 l.f.)	27	27
TOTAL NUMBER OF TREES (SMALL PALMS IN 3:1 RATIO)	75	106
TOTAL NUMBER OF SHRUBS, GROUNDCOVERS	180	2,323
5% OF SHRUBS SHALL BE BUTTERFLY-ATTRACTIVE	9	485

Note: All pervious areas must be landscaped with lawn, groundcover, and/or shrubbery.

* IRRIGATION SHALL BE PROVIDED AT TIME OF PERMIT
* ALL PARKING ISLANDS SHALL BE LANDSCAPED WITH GROUNDCOVER MATERIAL

LANDSCAPE LIST - SOUTH PARCEL

TREES

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
	30	*Quercus virginiana 'High Rise'	14' HT. X 6' SPR. 4" DBH.
		LIVE OAK "HIGH RISE"	F.G.
	11	*Bursera simaruba	14' HT. X 6' SPR. 4" DBH.
		GUMBO LIMBO	F.G., "CHARACTER" SPECIMEN
	19	*Coccoloba diversiflora	14' HT. X 6' SPR. 4" DBH.
		PIGEON PLUM	F.G.
	4	Tabebuia heterophylla	10' HT. X 5 SPR., 2" DBH.
		PINK TRUMPET TREE	F.G.
	6	Filicium decipiens	10' HT. X 5' SPR. 2" DBH.
		JAPANESE FERN TREE	F.G.
	4	*Conocarpus erectus 'sericeus'	10' HT. X 4' SPR. 2" DBH.
		SILVER BUTTONWOOD	F.G.
	11	*Eugenia foetida	12' HT. X 4' SPR., MULTI TRUNK
		SPANISH STOPPER	F.G.
	5	Jacaranda mimosifolia	14' HT. X 6' SPR. 4" DBH.
		JACARANDA TREE	F.G.
	3	Ligustrum japonicum	8' HT. X 8' SPR., MULTI TRUNK
		JAPANESE PRIVET	F.G.
	11	*Roystonea elata	24' O.A. HT. MIN.
		ROYAL PALM	F.G., MATCHED HTS.
	36	Ptychosperma elegans 'single'	20' O.A. HT., SINGLE
		SINGLE ALEXANDER PALMS	F.G.
	2	Veitchia montgomeryana 'double'	20' O.A. HT. MIN., DOUBLE
		DOUBLE MONTGOMERY PALM	F.G., STAGGERED.

SHRUBS AND GROUNDCOVERS

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
AB	20	Aechmea blanchettiana	36" HT. X 24" SPR.
		BRIGHT YELLOW BROMELIAD	10" POT
AC	47	Asclepias curassavica [BUTTERFLY ATTRACTIVE]	24" HT. X 24" SPR. / 24" O.C.
		MILKWEED	3 GAL.
CA	2	Crinum augustum 'Queen Emma'	3' O.A. HT.
		PURPLE CRINUM LILY	7 GAL.
CG	427	*Clusia guttifera	24" HT. X 24" SPR. / 24" O.C.
		SMALL LEAF CLUSIA	3 GAL.
CG2	174	*Clusia guttifera	36" HT. X 24" SPR. / 24" O.C.
		SMALL LEAF CLUSIA	7 GAL.
CI	207	*Chrysobalanus icaco 'Red Tip'	18" HT. X 18" SPR. / 18" O.C.
		RED TIP COCOPLUM	3 GAL.
CV	9	Codieaum variegatum 'Mammey'	18" HT. X 18" SPR. / 18" O.C.
		RED - YELLOW CROTON	3 GAL.
DE	73	Duranta erecta 'Gold Mound'	18" HT. X 18" SPR. / 18" O.C.
		GOLD MOUND DURANTA	3 GAL.
FM	1200	Ficus microcarpa 'Green Island'	15" HT. X 15" SPR. / 18" O.C.
		GREEN ISLAND FICUS	3 GAL.
HA	9	Hibiscus 'Anderson Crepe' [BUTTERFLY ATTRACTIVE]	6' HT. O.A., STANDARD
		ANDERSON CREPE HIBISCUS	15 GAL.
HP	25	Hamelia patens 'compact' [BUTTERFLY ATTRACTIVE]	24" HT. X 24" SPR. / 24" O.C.
		DWARF FIREBUSH	3 GAL.
IT	210	Ixora taiwanese 'Dwarf'	18" HT. X 18" SPR. / 18" O.C.
		DWARF IXORA	3 GAL.
JV	72	Jasmine volubile	24" HT. X 24" SPR. / 24" O.C.
		WAX JASMINE	3 GAL.
MC	153	*Muhlenbergia capillaris	24" HT. X 24" SPR. / 30" O.C.
		PINK MUHLY GRASS	3 GAL.
PL	404	Pentas lanceolata "New Look White" [BUTTERFLY ATTRACTIVE]	12" HT. X 12" SPR. / 12" O.C.
		DWARF PENTAS	1 GAL.
PM	455	Podocarpus macrophyllus	36" HT. X 24" SPR. / 24" O.C.
		PODOCARPUS	7 GAL.
PV	112	Pittosporum tobira 'Variegata'	18" HT. X 18" SPR. / 18" O.C.
		PITTOSPORUM VARIEGATA	3 GAL.
SA	173	Schefflera arboricola	24" HT. X 24" SPR. / 24" O.C.
		GREEN SCHEFFLERA	3 GAL.
SV	155	Schefflera arboricola 'Trinette'	18" HT. X 18" SPR. / 18" O.C.
		VARIEGATED SCHEFFLERA	3 GAL.
LAWN	As Required	Stenotaphrum secundatum 'Floratam'	SOLID EVEN SOD
		ST. AUGUSTINE GRASS	

* DENOTES NATIVE SPECIES

WITKIN HULTS + PARTNERS
301 East Atlantic Blvd. Pompano Beach, FL 33060
phone: 954.922.9681 facsimile: 954.923.9699
www.witkindesign.com

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Project:
WELLS LANDING - SOUTH
BOYNTON BEACH, FL
INDEX

Revisions:	Date:	By:
1) DART Comments / Site Plan	06.24.2020	LDC

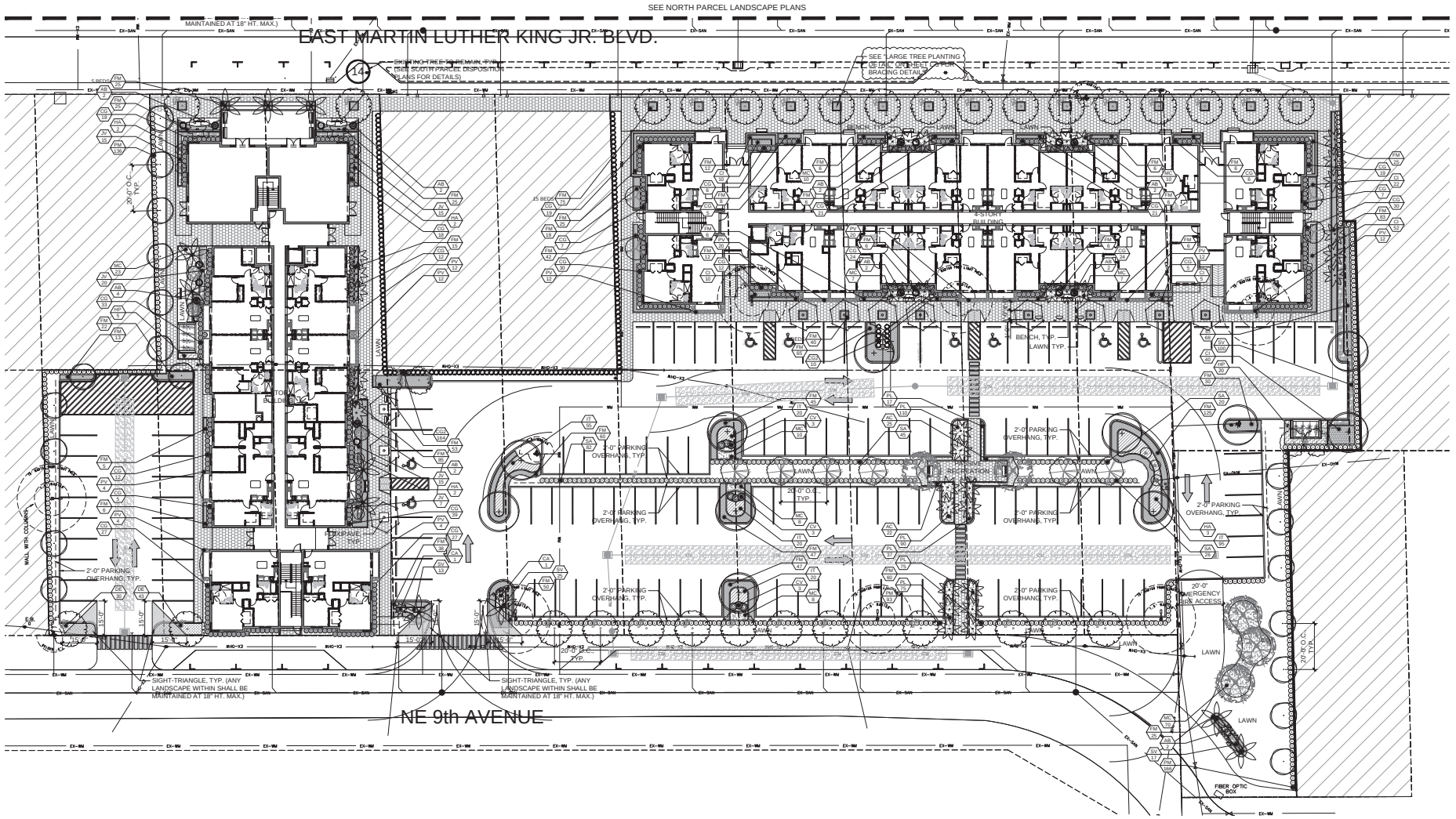
Seal:

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Index
Date: 06/17/2020
Scale: See Left
Drawn by: LDC
Sheet No.:

L-1

Cad Id.: 2020-021



LANDSCAPE PLAN

Scale: 1" = 20'-0"

NORTH

WITKIN HULTS + PARTNERS
301 Yamato Road, Suite 2190
Boca Raton, Florida 33431
phone: 954.923.9681 facsimile: 954.923.9699
www.witkindesign.com

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WELLS LANDING - SOUTH
BOYNTON BEACH, FL
LANDSCAPE PLAN

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Seal:

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Landscape Plan
Date: 06/17/2020
Scale: See Left
Drawn by: LDC
Sheet No.:

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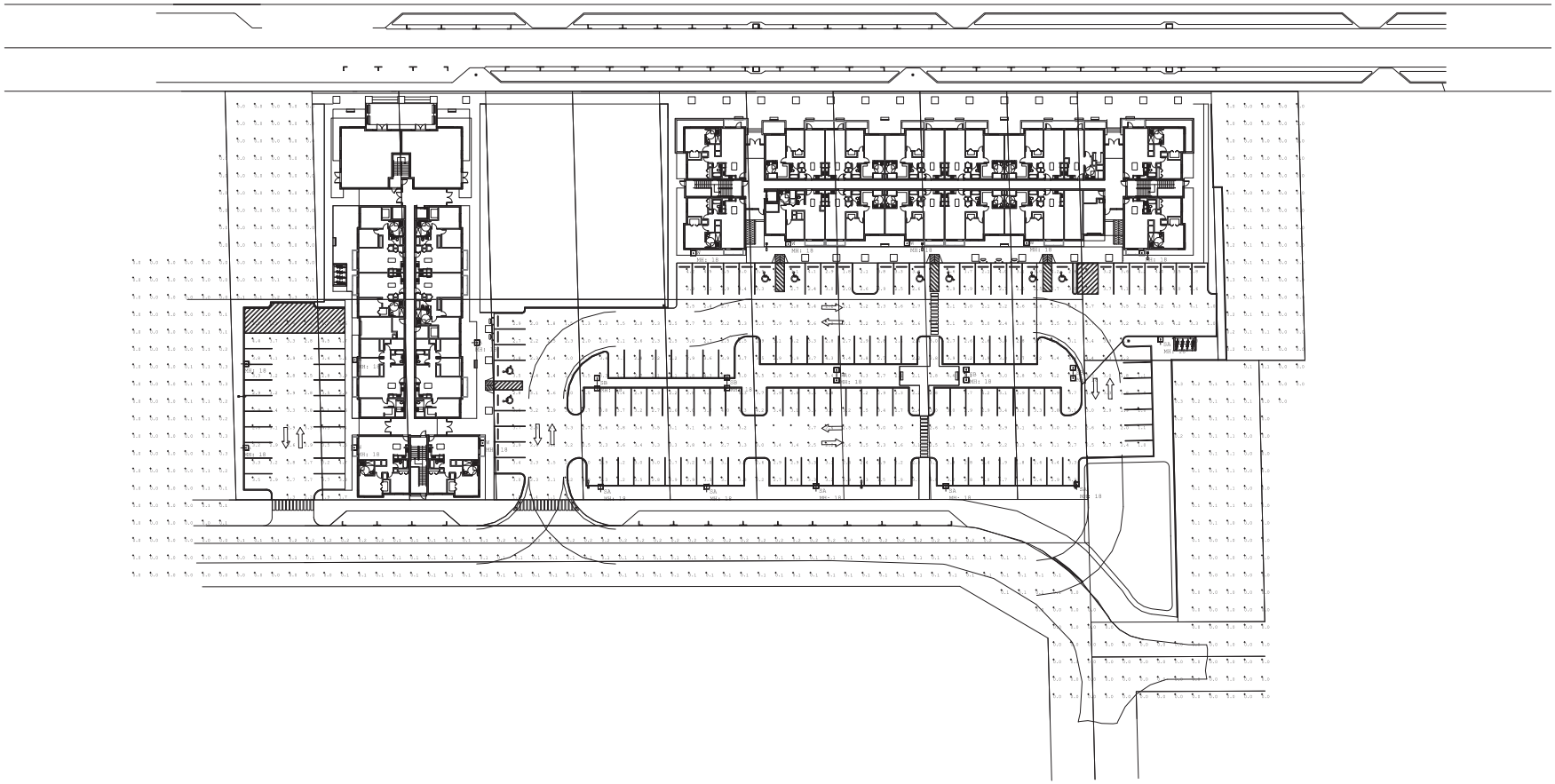
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SITE PHOTOMETRICS PLAN - SOUTH
1" = 30'-0"

REVISED ENTIRE SHEET

Luminaire Schedule					
Symbol	Qty	Label	Arrangement	LLF	Description
	8	W	SINGLE	0.900	Cree Lighting OSQ-A-XX-4ME-B-30K-UL-XX / OSQ-BLSMF / Wall Mount
	5	SB	D180	0.900	Cree Lighting OSQ-A-NM-5ME-B-30K-UL-XX, 2@180°
	9	SA	SINGLE	0.900	Cree Lighting OSQ-A-XX-4ME-B-30K-UL-XX / OSQ-BLSMF

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Illuminance	Fc	2.96	6.1	1.0	2.96	6.10
Spill	Illuminance	Fc	0.06	0.3	0.0	N.A.	N.A.

B&K PROJECT# 2020-0096

08/14/2020
DATE

B&K Engineering Group
3601 NW 2ND AVE
BOCA RATON, FL 33431
MECH. DEPT.
TEL:561-716-7120
ELEC DEPT.
TEL:954-644-9612
CERTIFICATION OF AUTHORIZATION NO. 31989

PRIOR TO CONSTRUCTING THE SITE, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND INFORM THE ARCHITECT AND THE ENGINEER OF ANY DISCREPANCY BETWEEN THESE DOCUMENTS AND THE EXISTING CONDITIONS AND SHALL INCLUDE IN THE BID TO CORRECT SAME. NO CHANGES SHALL BE MADE TO THESE PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER OF RECORD. ALL CHANGES SHALL BE SUBMITTED FOR REVIEW PRIOR TO INSTALLATION. NOT FOR SITE WORK UNTIL PERMIT HAS BEEN ISSUED.

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AA26001731
SEAL
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BRIAN P. HERBERT FL AR0015474

PROJECT
MARTIN LUTHER KING COMMUNITY SOUTH

BOYNTON BEACH, FL 33435
OWNER

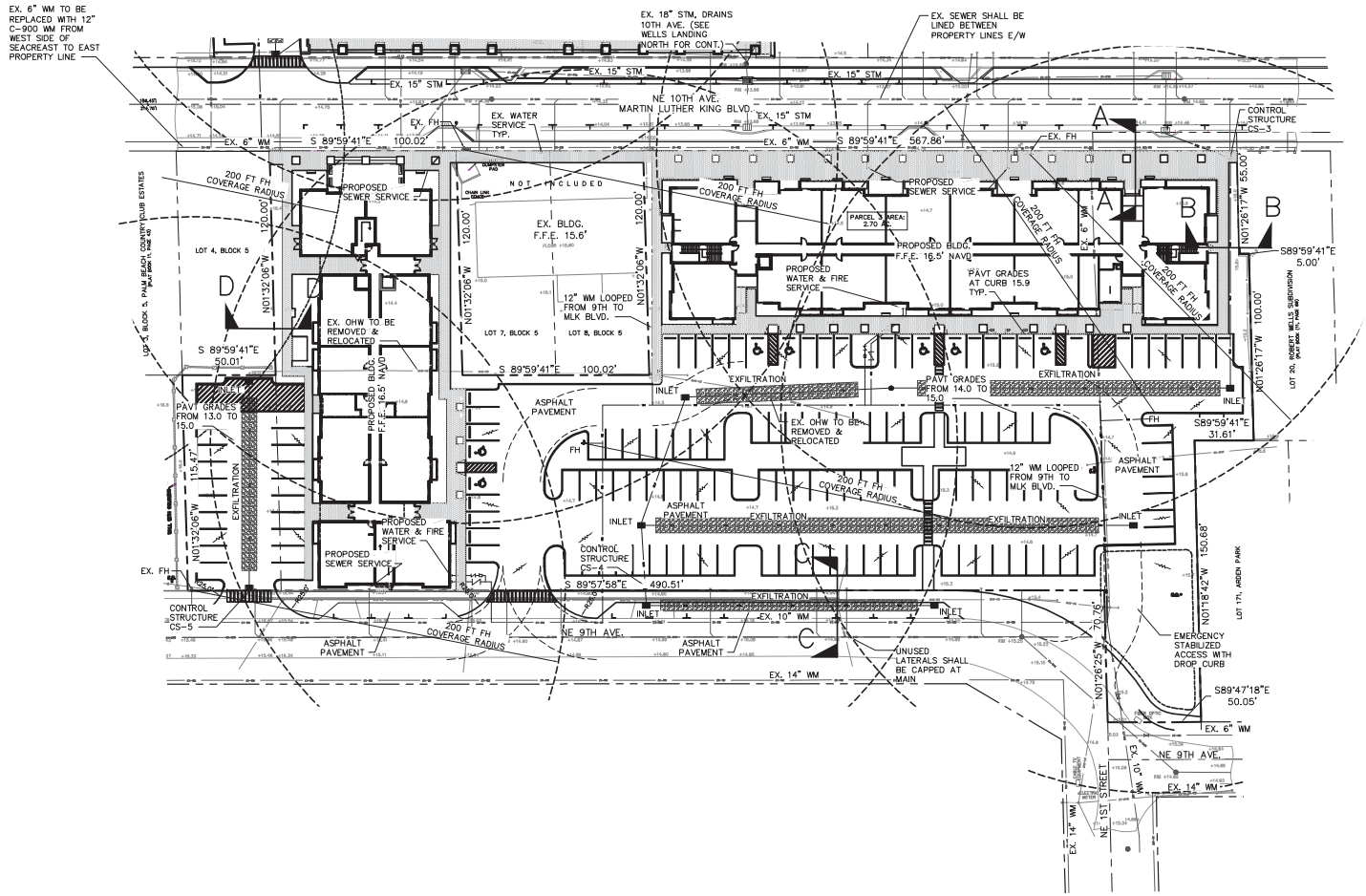
REVISIONS

No.	Description	Date
1	DART COMMENTS	2020-09-09

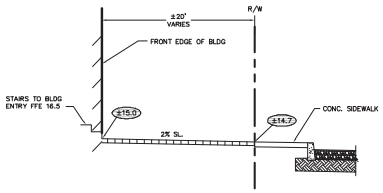
PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
SITE PHOTOMETRICS PLAN SOUTH
DRAWING NUMBER
EPH-101S

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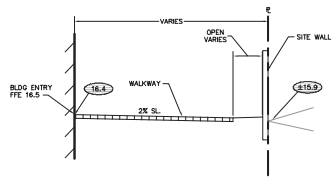
811 Know what's below. Call before you dig.



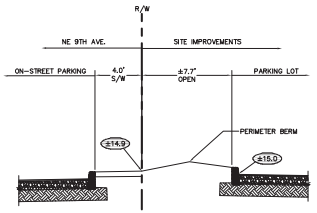




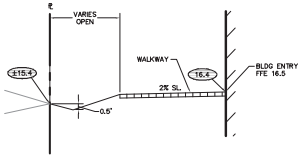
SECTION A–A
SCALE: 1"=5'



SECTION B–B
SCALE: 1"=5'



SECTION C–C
SCALE: 1"=5'



SECTION D–D
SCALE: 1"=5'

SMILEY & ASSOCIATES, INC.
1928 COMMERCE LANE, SUITE 2, JUPITER, FLORIDA 33458
561-747-8335 · msmiley@smiley-associates.com
www.smiley-associates.com
EB # 8613

REV.	DESCRIPTION	APRV	DATE

REVISION NOTES

WELLS LANDING SOUTH

FOR
CENTENNIAL MANAGEMENT CORP.
BOYNTON BEACH, FLORIDA

PRELIMINARY ENGINEERING PLAN

DATE	4/4/17	
DRT		DRT
DSG		MS
CHK		MS
CADDWG WELLS		

MARK C. SMILEY LICENSE NO. 54994 STATE OF FLORIDA PROFESSIONAL ENGINEER
10/1/20

PE
SHEET TYPE

SHEET 1 OF 1

JOB # 20-006


Wells
Landing





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" or "CRA") and Wells Landing Apartments, LLC or its affiliated assignee (hereinafter "PURCHASER," and together with the SELLER, the "Parties").

In consideration of TEN AND 00/100 DOLLARS ($10.00) and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. PURCHASE AND SALE / PROPERTY. SELLER agrees to sell and convey to PURCHASER and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions hereinafter set forth, the real property legally described in Exhibit "A," attached hereto (hereinafter the "Property"). The Parties intend that the purchase and sale and ensuing redevelopment of the Property will be effected in order to reduce slum and blight and to enable the construction of a mixed use affordable multi-family rental community as set forth in Section 18.2 (the "Project").

2. PURCHASE PRICE AND PAYMENT. The Purchase Price for the Property shall be TEN AND 00/100 DOLLARS ($10.00) to be paid in full at Closing. SELLER has complied with Section 163.380, Florida Statutes, in proceeding with the sale of the Property to PURCHASER.

3. DEPOSIT. An Initial Deposit in the amount of FIVE THOUSAND AND 00/100 ($5,000.00) (hereinafter "Initial Deposit") shall be deposited with Lewis, Longman & Walker, P.A. (hereinafter "Escrow Agent") within two (2) business days following execution hereof by the Parties. The Deposit shall be fully refundable to PURCHASER, if prior to the expiration of the Feasibility Period (as hereinafter defined), the PURCHASER advises SELLER in writing that it does not intend to complete the purchase of the Property.

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 DATE. PURCHASER shall make every reasonable effort to close on or before October 15, 2019, at such location to which the parties may mutually agree in writing. In the event the closing is delayed for any reason, PURCHASER may request, and SELLER may grant, in SELLER's sole and absolute discretion, up to three (3), thirty (30) day extensions of the Closing Date. The Parties understand and agree that this Agreement shall automatically terminate should closing not occur by October 31, 2019.

6. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER by

Special Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"):

a) General real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable;

b) Covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (as hereinafter defined), to which PURCHASER fails to object, or which PURCHASER agrees to accept.

7. INVESTIGATION OF THE PROPERTY. For a period of thirty (30) days from 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 the appropriate 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 environmental investigations, which PURCHASER may deem necessary. During the Feasibility Period, PURCHASER may elect, in PURCHASER'S sole and absolute discretion, to terminate this Agreement.

If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER shall: (i) leave the Property in substantially the condition existing on the Effective Date, subject to such disturbance as was reasonably necessary or convenient in the testing and investigation of the Property; (ii) to the extent practicable, repair and restore any damage caused to the Property by PURCHASER'S testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER'S testing and investigation.

PURCHASER hereby agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, reasonable attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER'S investigation of the Property. PURCHASER'S obligations under this Section shall survive closing or the termination or expiration of this Agreement.

7.1 SELLER's Documents. SELLER shall deliver to PURCHASER the following documents and instruments within ten (10) days of the Effective Date of this

Agreement: any existing title policies, appraisals, copies of any reports or studies (including environmental, engineering, surveys, soil borings and other physical reports) in SELLER'S possession or control with respect to the physical condition of the Property, copies of all permits, authorizations and approvals issued by Governmental Authorities for the Property and any correspondence which discloses claims, allegations or adverse information regarding the Property or SELLER with respect to the Property.

7.2 Title Review. Within twenty (20) days of the Effective Date, PURCHASER's counsel, as closing agent for the transaction contemplated herein (the "Closing Agent") shall obtain, at the PURCHASER'S expense, from a Title Company chosen by PURCHASER (hereinafter "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the fair market value of the Property 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 fifteen (15) days after receipt of the Title Commitment notifying SELLER of any objections PURCHASER has to the condition of title (hereinafter "PURCHASER'S Title Objections"). If PURCHASER fails to deliver PURCHASER'S Title Objections to SELLER within the aforesaid review period, title shall be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the PURCHASER'S Title Objections, then SELLER shall have thirty (30) days to undertake all reasonable activities to cure and remove the PURCHASER'S Title Objections (hereinafter "Cure Period"). In the event that SELLER is unable or unwilling to cure and remove, or cause to be cured and removed, the PURCHASER'S Title Objections within the Cure Period to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER'S sole and absolute discretion, shall have the option of: (i) extending the Cure Period and the Closing for one additional thirty (30) day period at no cost to PURCHASER, (ii) accepting the Title to the Property as of the time of Closing; or (iii) canceling and terminating this Agreement, in which case, any Deposits shall be returned to PURCHASER and the Parties shall have no further obligations or liability hereunder, except for those expressly provided herein to survive termination of this Agreement.

Prior to the Closing, PURCHASER shall have the right to cause the Title Company to issue an updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any 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/l00th 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 7.2 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 Pending Proceedings. At Closing, there shall be no actions, suits, proceedings or investigations pending or threatened against SELLER or the Property affecting any portion of the Property, which have not been disclosed, prior to closing, and accepted by PURCHASER.

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

9. 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 and Authorizing Resolutions. SELLER shall furnish a Special Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions, together with such resolutions or other applicable authorizing documents evidencing approval of the transaction by the SELLER's governing body as the Closing Agent and the title Company may require.

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, that the SELLER will not record or enter into documents affecting the Property after the last effective date on the Title Commitment, and that there are no parties in possession of the Property other than SELLER. SELLER shall also furnish to PURCHASER a non-foreign person 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, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses to be paid at Closing, and the net proceeds due SELLER, which SELLER shall

also execute and deliver at Closing.

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 are 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 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 a tax bill which discloses an actual difference in the amount of the taxes estimated at Closing that exceeds $1,000.00.

10.2 Closing Costs. SELLER shall pay for documentary stamps on the deed, recording the deed and any cost associated with curing title. PURCHASER shall pay all other closing expenses. Each party shall be responsible for their respective attorneys' fees.

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 the Closing Documents. The Closing Agent shall, at Closing: (a)) disburse the sale proceeds to SELLER; (b) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the appropriate public records.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES. SELLER hereby represents, covenants and warrants to PURCHASER, as of the Effective Date and as of the Closing Date, as follows:

11.1 Authority. The execution and delivery of this Agreement by SELLER

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

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

11.3 Litigation. There are no actions, suits, proceedings or investigations pending or threatened against SELLER or the Property affecting any portion of the Property, including but not limited to condemnation actions.

11.4 Parties in Possession. There are no parties other than SELLER in possession or with a right to possession of any portion of the Property.

11.5 Acts Affecting Property. From and after the Effective Date, SELLER will refrain from (a) performing any grading, excavation, construction, or making any other change or improvement upon or about the Property; (b) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Property other than the Permitted Exceptions (including the mortgages, liens, pledges, and other encumbrances existing on the Effective Date) and (c) committing any waste or nuisance upon the Property.

12. DEFAULT PRIOR TO CLOSING.

12.1 PURCHASER'S Default Prior to Closing. In the event that this transaction fails to close due to a wrongful refusal to close or default on the part of PURCHASER, SELLER shall be entitled to terminate this Agreement and retain the Deposit, and neither PURCHASER nor SELLER shall have any further obligation or liabilities under this Agreement, except for those expressly provided to survive the termination of this Agreement; provided, however, that PURCHASER shall also be responsible for the removal of any liens asserted against the Property by persons claiming by, through or under PURCHASER.

12.2 SELLER'S Default Prior to Closing. In the event that SELLER fails to fully and timely perform any of its obligations and covenants hereunder prior to Closing or if SELLER is in breach of any representations herein prior to closing, PURCHASER may, at its option declare SELLER in default under this Agreement in which event PURCHASER' shall be entitled to the return of its Deposit and this Agreement shall terminate and neither Party shall have any further rights or obligations hereunder.

12.3 Notice of Default Prior to Closing. Prior to declaring a default prior

to closing and exercising the remedies described in this Section, 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. 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 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 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 PURCHASER:	Wells Landing Apartments, LLC Attn.: Lewis Swezy 7735 NW 146 Street, Suite 306 Miami Lakes, FL 33016
With a copy to:	James Hurchalla, Esq. 1700 E Las Olas Boulevard, Suite 206 Fort Lauderdale, FL 33301

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. Upon written notice to SELLER, this Agreement may be freely assigned by PURCHASER to a wholly owned affiliate of PURCHASER, and thereafter PURCHASER'S assignee shall be obligated to close the transaction contemplated herein as if such assignee were the original party to this Agreement. Any assignment by PURCHASER to an unaffiliated party shall be subject to the written approval of SELLER.

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 receive a refund of the Deposit and the Parties shall have no further obligations under this agreement, or PURCHASER may accept the Property without any reduction in the value of the Property. In the event of the institution of any proceedings by any governmental authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, SELLER shall promptly notify PURCHASER and PURCHASER shall thereafter have the right and option to terminate this Agreement by giving SELLER written notice of PURCHASER's election to terminate within fifteen (15) days after receipt by PURCHASER of the notice from SELLER. SELLER hereby agrees to furnish PURCHASER with written notice of a proposed condemnation within two (2) business days after SELLER'S receipt of such notification.

Should PURCHASER terminate this Agreement, the Deposit shall immediately be returned to PURCHASER and thereafter the Parties shall be released from their respective obligations and liabilities hereunder.

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.

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 multi-family affordable residential and commercial mixed use development as described herein.

18.1 SELLER Design Approval. The PURCHASER agrees that the SELLER shall have the right to approve the design of the Project, which approval shall not be unreasonably withheld. PURCHASER shall submit plans to the SELLER for review prior to submission to the City of Boynton Beach ("City") for formal site plan approval. SELLER shall provide comments or approval of the design to PURCHASER at its next regularly scheduled

Board meeting after PURCHASER submits plans for approval.

18.2 Required Project Improvements. The Project shall be generally consistent with the Conceptual Site Plan attached hereto as Exhibit "C" ("Site Plan") however to the extent any conflict between the Site Plan and the terms of this Agreement, this Agreement shall control. The project shall include, at minimum, the following elements and improvements as allowed and provided for under the Land Development Regulations of the City of Boynton Beach:

a) Unless otherwise agreed to in writing by the CRA, the Project will include construction of a mixed-use affordable multi-family rental community comprised of multiple buildings and providing a minimum of one hundred twenty four (124), 1-, 2- and 3-bedroom units including associated amenities.

b) The Project will include a minimum of 8,250 square feet of commercial leasable space.

c) If requested or required by the SELLER, the Project will be designed to be a gated community to enhance the effectiveness of the security plan and management of the Property. A decorative fence shall be installed around the buildings comprising the Project to create an attractive enclosed space. If requested or required by the SELLER, a mechanical gate will be installed at the entry and exit of the Project requiring proof of residency for entry. Gates shall not be required if space required for gates (including stacking and turn-around requirements) is impractical or would negatively impact other elements of the site plan including the unit count.

d) The Project will have a minimum of an 8-foot sidewalk constructed on areas fronting E. Martin Luther King Jr. Boulevard where the development of residential use buildings occur and a minimum of a 16-foot sidewalk comprised of an 8-foot sidewalk and an 8 -foot pedestrian zone, as described in greater detail within the City's Land Development Regulations in front of the commercial portion of the project.

e) The Project will have a minimum of a 6-foot sidewalk constructed throughout the entirety of the Project in areas not fronting E. Martin Luther King Jr. Boulevard. .

f) The Project will include street lights installed along the entire

perimeter of the Project that are complimentary to those existing along E. Martin Luther King Jr. Boulevard adjacent to the Property.

g) The Project will include on-street parking spaces, where feasible.

h) The Project will include street and site trees that exceed the size and caliper requirement of the City's Land Development Regulations, which will be installed along the entire perimeter and the interior of the Project site.

i) The Project will include amenities for the exclusive use of residents within the proposed project boundaries.

j) If necessary, at the discretion of the PURCHASER, the Project will include and provide accommodations for an onsite residential manager.

k) The Project will include an open style commercial plaza space as a design element of the retail component which shall include but not limited to shade and landscape elements, hardscape design features and accent lighting features where feasible and appropriate with preference given to the areas located fronting on E. Martin Luther King Jr. Boulevard.

18.3 Local Contractors. PURCHASER commits to making reasonable and good faith efforts to prioritize the use and hiring of qualified, licensed, insured and bondable local contractors and sub-contractors. Local contractors and sub-contractors is defined as those contractors: 1) having a City of Boynton Beach Business Tax Receipt, having a business address within the boundary limits of the City of Boynton Beach, and meeting all of the requirements to legally perform prescribed work; and 2) having a business address within the boundaries of Palm Beach County and meeting all of the requirements to do business within the City of Boynton Beach during construction of the Project. PURCHASER also commits to making reasonable effort to employ residents of the Heart of Boynton District and the City of Boynton Beach as part of the completed Project's operations and property management team. These efforts will include, but are not limited to, providing public notice within the CRA area of available contracts and positions and hosting job fairs or other employment opportunities within the community. Prior to and during the construction of the Project, the Developer shall:

a) Host a minimum of two (2) job fairs;

b) Give priority to Contractors and Sub-contractors that are

Locally Owned Small Businesses to participate in the construction of the Project as described in this Section. ;

c) Include in all agreements with Contractors and Sub-contractors requirements that the Contractors use good faith efforts to hire and train City residents to participate in the construction of the Project;

d) As identified and appropriate, notify and refer job training and job placement opportunities to the Boynton Beach Community High School, South Tech Academy in Boynton Beach, Palm Beach State College and Career Source of Palm Beach County in the event each offer such a program and are ready, willing and able to provide such training; and

e) Pay or cause to be paid new hires for operations and property management positions a minimum of the living wage for Palm Beach County.

18.4 Construction Permit Approval. The SELLER will cooperate with the PURCHASER with regard to signing and processing any applications and forms required by the City or other authorities having jurisdiction over the PROPERTY to obtain building permit approval and such other design and construction documents as may be reasonably required by PURCHASER to permit the Project to be constructed and operated. The PURCHASER will be responsible for all costs associated with development and construction of the Project including the formulation of the Project's design and construction documents as well any and all applicable permit fees associated with the Project.

18.5 REPORTING. PURCHASER shall provide the CRA Board with a report detailing the status of the project and PURCHASER's compliance with the terms of this Agreement on December 1, 2019, and at least every six months thereafter until the CRA deems the project complete. Further, PURCHASER shall, at any time requested by the CRA, appear before the CRA Board and provide any information requested regarding the project.

19. FUNDING OPTIONS. PURCHASER shall have the following options to obtain funding for the Project. PURCHASER shall provide the CRA with copies of all applications for, and notifications regarding, the application or award of any of the funding options below. Upon selection of one of the following funding options, the final budget for the project shall be presented to the CRA Board for its approval, which approval will not be unreasonably withheld or require changes that would impact PURCHASER's award of any state or federal funding. As part of its approval of the final budget, the CRA Board may, at its sole discretion, provide additional funding to PURCHASER to fund the addition of elements to the Project, which funding PURCHASER shall accept and integrate into the

Project budget so long as the same does not impact PURCHASER's award of any state or federal funding.

a) 9% Low Income Housing Tax Credit Program Funding Option:

i. PURCHASER shall submit a total of two (2) applications for 9% Low Income Housing Tax Credits (LIHTC) funding to the Florida Housing Finance Corporation (FHFC) in the 2019 and 2020 Tax Credit Application Period unless the property is no longer eligible due to a change to FHFC, RFA rules. If PURCHASER's application to FHFC during the 2019 Tax Credit Application Period is successful and 9% Tax Credit funding is awarded to PURCHASER for the Project, then the development of the Project shall commence pursuant to FHFC's underwriting schedule.

ii. If PURCHASER is NOT successful, and is not awarded funding through the 2019 Tax Credit Application Period, then SELLER shall, at its option, either: (i) instruct PURCHASER to apply for 9% LIHTC in the 2020 Tax Credit Application Period; or (ii) elect to invoke the terms and conditions for PURCHASER to obtain Project funding pursuant to those described in Section 19.c of this Agreement.

iii. If SELLER instructs PURCHASER to apply for 9% LIHTC in the 2020 Tax Credit Application Period, and if 9% Tax Credits are awarded to the PURCHASER for the Project through the 2020 application cycle, the development of the Project shall commence pursuant to FHFC underwriting schedule.

iv. If PURCHASER is NOT successful, and is not awarded 9% LIHTC funding through the 2020 Tax Credit Application Period, then SELLER shall invoke the terms and conditions for PURCHASER to obtain Project funding pursuant to those described in Section 19.c of this Agreement.

b) State Apartment Incentive Loan Program Funding Option:

i. PURCHASER shall submit a total of two (2) applications to FHFC for funding under the State Apartment Incentive Loan (SAIL) program in the 2019 and 2020 application period unless the property is no longer eligible due to a change to

FHFC, RFA rules. (i) If PURCHASER is successful and SAIL funds are awarded to the PURCHASER for the Project in the 2019 Tax Credit Application Period, then the development of the Project shall commence pursuant to the FHFC's underwriting schedule.

ii. If PURCHASER is NOT successful, and is not awarded SAIL funding through the 2019 Tax Credit Application Period, then SELLER shall, at its option either: (i) instruct PURCHASER to submit an application for SAIL funding to the FHFC in the 2020 Tax Credit Application Period; or (ii) elect to invoke the terms and conditions for PURCHASER to obtain Project funding pursuant to those described in Section 19.c of this Agreement.

iii. If PURCHASER is successful and SAIL funds are awarded to the PURCHASER for the Project in the 2020 Tax Credit Application Period, then the development of the Project shall commence pursuant to the FHFC underwriting schedule.

iv. If PURCHASER is NOT successful, and is not awarded SAIL funding through the 2020 Tax Credit Application Period, then SELLER shall invoke the terms and conditions for PURCHASER to obtain Project funding pursuant to those described in Section 19.c of this Agreement.

v. In consideration that PURCHASER is applying for both 9% LIHTC and SAIL funding in the 2019 and 2020 Tax Credit Application Period, the development of the Project shall commence pursuant to FHFC's underwriting schedule at the earliest of either SAIL funds or 9% Tax Credits being awarded to the PURCHASER for the Project.

vi. In consideration that PURCHASER is applying for both 9% LIHTC and SAIL funding in 2019 and 2020, and if neither is successful, and no 9% Tax Credits and no SAIL loan are awarded to PURCHASER for the Project, the development of the Project shall commence pursuant to the terms and conditions described in Section 19.c of this Agreement.

vii. SELLER shall support PURCHASER in its effort to obtain funding from FHFC by giving Local Government Area of Opportunity preference to PURCHASER when PURCHASER applies to FHFC in both 2019 and 2020 Tax Credit Application

Periods for SAIL or 9% LIHTC funding for the Project. SELLER shall in a timely fashion execute this Agreement as well as other documents required to be submitted as part of PURCHASER's applications to FHFC pursuant to this Agreement and SELLER shall provide, if required, a Local Government Contribution to the PURCHASER for the Project not to exceed $1,000,000, which funds shall only be disbursed upon award of either SAIL or 9% LIHTC funds to PURCHASER for the Project.

viii. If the Project is funded by 9% LIHTCs or SAIL, financing will be obtained and documentation provided to the SELLER within the time frame set forth in FHFC's credit underwriting procedures for the SAIL with bonds and 4% LIHTC or 9% LIHTC as applicable.

c) TAX INCREMENT FUNDING OPTION. PURCHASER shall commence development of the Project by conducting the following actions pursuant to the funding timeline set forth in this Section and the actions pursuant to the development timeline set forth in Section 19.d below. Completion of each action set forth below must be documented in writing, and all such documentation must be provided to SELLER upon completion. SELLER shall instruct PURCHASER to obtain non-competitive Tax Exempt Multifamily Revenue Bond funding from FHFC or from the Palm Beach County Housing Finance Authority (HFA) as well as non-competitive 4% Tax Credits from FHFC, and SELLER shall provide Tax Increment Revenue (TIR) funding (TIRF) to the PURCHASER for the Project in an amount to cover the difference between total Project development costs and the sum total of all Bond and 4% LIHTC funds received by PURCHASER for the Project, which amount of TIRF provided by SELLER shall not exceed $900,000 per year over a fifteen (15) year period without the subsequent approval of SELLER and as appropriated annually within the CRA Fiscal Year Budget (hereinafter "Gap Funding"). Prior to receipt of any TIRF, PURCHASER and CRA shall enter into a separate agreement outlining the formula, term and reporting requirements for payment of TIRF to PURCHASER.

d) DEVELOPMENT TIMELINE UNDER TAX INCREMENT FUNDING OPTION. PURCHASER shall commence development of the Project by conducting the following actions pursuant to the development timeline set forth in this Section. Completion of each action set

forth below must be documented in writing, and all such documentation must be provided to SELLER upon completion:

i. PURCHASER shall submit an application and all necessary supporting documents to the City for site plan approval within ninety (90) days of notice to PURCHASER from FHFC that it has not received either SAIL or 9% LIHTC funding in either the 2019 or 2020 Tax Credit Application Periods and written confirmation by SELLER that the Project will be funded pursuant to Section 19.c above.

ii. PURCHASER shall submit applications and all necessary supporting documents to the City for a building permit within one hundred and eighty (180) days of the City's approval of the site plan for the Project. Proof of permit application fees paid will be provided to the SELLER upon submission to the City. PURCHASER shall provide a copy of the building permit for the Project to SELLER upon issuance of the same by the City.

iii. SELLER shall assist PURCHASER's request for site plan approval and building permit issuance to the extent practicable and permitted by law and to the extent the same is consistent with the terms of this Agreement.

iv. If the Project is funded by TIR, PURCHASER shall obtain non-competitive Tax Exempt Multifamily Revenue Bond funding from FHFC or from the Palm Beach County Housing Finance Authority as well as non-competitive 4% Tax Credits from FHFC.

v. Financing shall be obtained and documentation provided to the CRA within the time frame set forth in the HFA and/or FHFC credit underwriting procedures for the bonds and the 4% LIHTC.

vi. Regardless of funding source, PURCHASER shall conduct a groundbreaking ceremony and commence construction of the Project within sixty (60) days following the issuance of a building permit by the City for the Project. SELLER will be in attendance at the ceremony with limited participation in its planning.

vii. Certificate of occupancy shall be obtained within twenty-four (24) months following issuance of the building permit for the Project by the City, regardless of funding source.

viii. PURCHASER shall diligently pursue and use all reasonable efforts to obtain all necessary approvals for the construction and development of the Project. Upon receipt of the building permit for the Project from the City, PURCHASER shall diligently pursue completion of construction of the project regardless of funding source.

20. COMMERCIAL FUNDING. Upon PURCHASER proceeding with or being awarded one of the funding options described in Section 19, SELLER and Purchaser may enter into a separate agreement establishing terms and conditions under which SELLER may provide additional funding to PURCHASER for costs associated with the construction, operation and maintenance of the Commercial Component of the Project

21. TERMINATION. Either of the Parties may elect to terminate this Agreement (a) as a result of default by the other party pursuant to Section 22; or (b) upon written notice by either party to the other that the Project cannot be financed pursuant to Section 19.c of this Agreement. If this Agreement is terminated for any reason:

a) PURCHASER shall convey to SELLER, and SELLER agrees to purchase from PURCHASER, all properties that have been acquired by PURCHASER in the Project Area as set forth in Exhibit "D" (the "Project Area") subject to the following conditions:
   1) The repurchase amount shall be an amount equal to that paid by PURCHASER for any such property as evidenced by the contract wherein PURCHASER bought the property, subject to CRA Board approval of the same; and
   2) Funds being available in the CRA Budget for the fiscal year the Agreement is terminated or the fiscal year immediately following the year the Agreement is terminated.

   SELLER may also, at its sole discretion, agree to reimburse PURCHASER for other verifiable costs.

b) PURCHASER shall reconvey the Property to SELLER for $10.00 and verifiable costs associated with the Closing of said properties within One Hundred Twenty (120) days from the date that written Notice of Termination is provided.

22. DEFAULT AFTER CLOSING. Failure of the Parties to strictly comply with any of the provisions set forth in this Agreement after the Closing shall constitute a default and breach of this Agreement. If either Party fails to cure the default within (30) days of written notice from the other of its default, then this Agreement may be terminated pursuant to Section 21 above.

23. REVERTER CLAUSE. The Special Warranty Deed shall contain a reverter clause that shall run with the Property until the Project is completed and the PURCHASER has obtained a Certificate of Occupancy for the Project. The reverter clause shall require the Property to be re-conveyed to SELLER by quit claim deed should PURCHASER default under the terms of this Agreement. In the event the SELLER exercises its right of reverter, SELLER shall reimburse PURCHASER the Purchase Price of the property as set forth in Section 2 of this Agreement in addition to verifiable costs associated with the Closing of said property described herein. To carry out the terms of this paragraph, PURCHASER shall execute a reverter agreement in the form set forth on Exhibit "B."

24. RIGHT OF FIRST REFUSAL. In the event SELLER provides TIR funds to PURCHASER for the Project under this Agreement, PURCHASER hereby grants SELLER a Right of First Refusal for repurchase of the Property which shall be in full force and effect and shall not terminate until PURCHASER obtains its Certificate of Occupancy. The terms and conditions of this right shall be as follows:

a) If PURCHASER receives an offer to purchase the Property 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") pursuant to the Notice requirements of Section 14 above within two (2) business days of receipt.

b) Within ten (10) days of receipt of the Notice, 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 on the same terms as set forth in the Notice including the delivery of a deposit (if applicable), and upon receipt by the PURCHASER of the foregoing from the SELLER, PURCHASER and SELLER shall enter into a Purchase and Sale Agreement upon substantially the same terms and conditions as the Notice.

c) 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.

d) The terms and conditions of this Section shall survive closing.

25. MISCELLANEOUS.

25.1 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.

25.2 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.

25.3 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.

25.4 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.

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

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

25.7 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.

25.8 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.

25.9 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.

25.10 Recording. This Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

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

25.12 Attorneys' Fees and Costs. The Parties acknowledge and agree that each shall be responsible for its own attorneys' fees and costs incurred in connection with the transaction contemplated by this Agreement.

25.13 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 connection with this Agreement;

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 and providing 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.

e) SELLER shall, upon request, provide guidance to PURCHASER as to the public records keeping and reporting duties that are imposed upon PURCHASER as provided above and shall take all steps reasonably required to assist PURCHASER in not violating them. The failure of PURCHASER to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement.

[Remainder of Page Intentionally Blank]

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

PURCHASER:

Printed Name: Louis Savey

Title: Manager Member

Date: 9/5/19

SELLER:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Printed Name: Steven B. Grant

Title: Chair

Date: 9/16/19

WITNESS:

Printed Name: Brenda Roy

WITNESS:

Printed Name: Theresa Otterback

WITNESS:

Printed Name: BRENT NICKLIEN

WITNESS:

Printed Name: Theresa Otterback

Approved as to form and legal sufficiency: _____
CRA Attorney

01178659-2

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

PURCHASER:

Printed Name: [illegible]

Title: [illegible]

Date: 9/5/19

SELLER:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Printed Name: Steven B. Grant

Title: Chair

Date: 9/10/19

WITNESS:

Printed Name: [illegible]

WITNESS:

Printed Name: [illegible]

WITNESS:

Printed Name: Theresa Otterback

WITNESS:

Printed Name: Theresa Otterback

Approved as to form and legal sufficiency:

CRA Attorney

01178659-2

EXHIBIT A
LEGAL DESCRIPTION

Property Control Number: 08-43-45-21-25-001-0080
Legal Description: FRANK WEBBER ADD LTS 8 & 9 (LESS S 10 FT RD R/W) BLK 1

Property Control Number: 08-43-45-21-25-001-0060
Legal Description: FRANK WEBBER ADD LTS 6 & 7 (LESS S 10 FT RD R/W) BLK 1

Property Control Number: 08-43-45-21-25-001-0040
Legal Description: FRANK WEBBER ADD LTS 4 & 5 (LESS NE 10TH AVE R/W) BLK 1

Property Control Number: 08-43-45-21-24-000-0010
Legal Description: MEEKS ADD TO BOYNTON LT 1

Property Control Number: 08-43-45-21-10-005-0050
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 5 BLK 5

Property Control Number: 08-43-45-21-10-005-0090
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 9 BLK 5

Property Control Number: 08-43-45-21-10-005-0100
Legal Description: PALM BEACH COUNTRY CLUB ESTS LTS 10 TO 13 INC BLK 5

Property Control Number: 08-43-45-21-04-000-0202
Legal Description: ROBERT WELLS SUB S 100 FT OF W 5 FT OF LT 20 & LTS 21 & 22 (LESS N 10 FT RD R/W)

Property Control Number: 08-43-45-21-10-004-0050
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 5 BLK 4

Property Control Number: 08-43-45-21-10-004-0060
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 6 BLK 4

Property Control Number: 08-43-45-21-10-004-0080
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 8 BLK 4

Property Control Number: 08-43-45-21-10-004-0090
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 9 BLK 4

Property Control Number: 08-43-45-21-10-004-0100
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 10 BLK 4

Property Control Number: 08-43-45-21-10-004-0130
Legal Description: PALM BEACH COUNTRY CLUB ESTS LT 13 BLK 4

Property Control Number: 08-43-45-21-18-000-1720
Legal Description: ARDEN PARK LT 172

DSL

EXHIBIT B
REVERTER AGREEMENT

(See Next Page)

Prepared by and return to:

Kenneth Dodge, Esquire
Lewis, Longman & Walker, P.A.
515 N. Flagler Drive, Suite 1500
West Palm Beach, FL 33401

REVERTER AGREEMENT

This REVERTER AGREEMENT is dated as of this _____ day of _____ , 2019, by and between the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (the "SELLER") and _____, LLC or its affiliated assignee (the PURCHASER); and together with the SELLER, the ("Parties").

RECITALS

The SELLER has conveyed to the PURCHASER that certain real estate described on Exhibit "A" attached hereto (the "Property") pursuant to a Deed of even date herewith between the SELLER and PURCHASER.

The PURCHASER has agreed to construct certain Improvements on the Property in accordance with the guidelines and criteria set forth in the Purchase and Development Agreement ("Agreement") executed by the Parties a copy of which is attached here to as Exhibit "A."

The Deed shall provide that if the PURCHASER does not timely construct the Improvements as set forth in this Agreement, then the Property shall revert to the SELLER.

NOW THEREFORE, in consideration of the transfer of the Property to the PURCHASER and other consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

PURCHASER agrees at its sole cost and expense to complete the construction of the Improvements in accordance with the terms and timeframes set forth in the Agreement. In the event the Improvements are not timely completed (unless extended pursuant to the terms of the Agreement), the Property shall revert to and thereafter become fee simple real estate owned by the SELLER. Within thirty (30) days of the written request of the SELLER, the PURCHASER will provide a quit claim deed to the Property In form and substance acceptable to the SELLER evidencing the reconveyance of the Property. In the event the SELLER exercises its right of reverter, SELLER shall reimburse PURCHASER the purchase price of the property described herein as well as verifiable closing costs.

During the construction of the Improvements, PURCHASER will not place any additional liens or

_____; SL

encumbrances on the Property except as consented to by the SELLER. In that regard, the SELLER agrees not to unreasonably withhold its consent to any construction loan financed with a commercial bank or similar lender intended to fund the construction and development of the Improvements. As required, the SELLER will enter into a Subordination Agreement satisfactory to such lender. Upon completion of the Improvements satisfactory to the SELLER and evidenced by a Certificate of Occupancy, the SELLER agrees to record a release of the reverter rights described herein.

This Agreement shall be binding upon the parties hereto and shall be binding upon and inure to the benefit of their successors and assigns.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

This Agreement shall be recorded in the Public Records and may only be modified or amended by a written agreement signed by authorized representatives of the parties hereto.

WITNESS the following signatures as of the year and date first above written.

PURCHASER:

Printed Name: Lewis Swezy

Title: Member Member

Date: 9/9/19

WITNESS:

Printed Name: Elizabeth Boyle

WITNESS:

Printed Name: Theresa Utterback

SELLER:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

Printed Name: Steven B. Grant

Title: Board Chair

Date: 9/10/19

WITNESS:

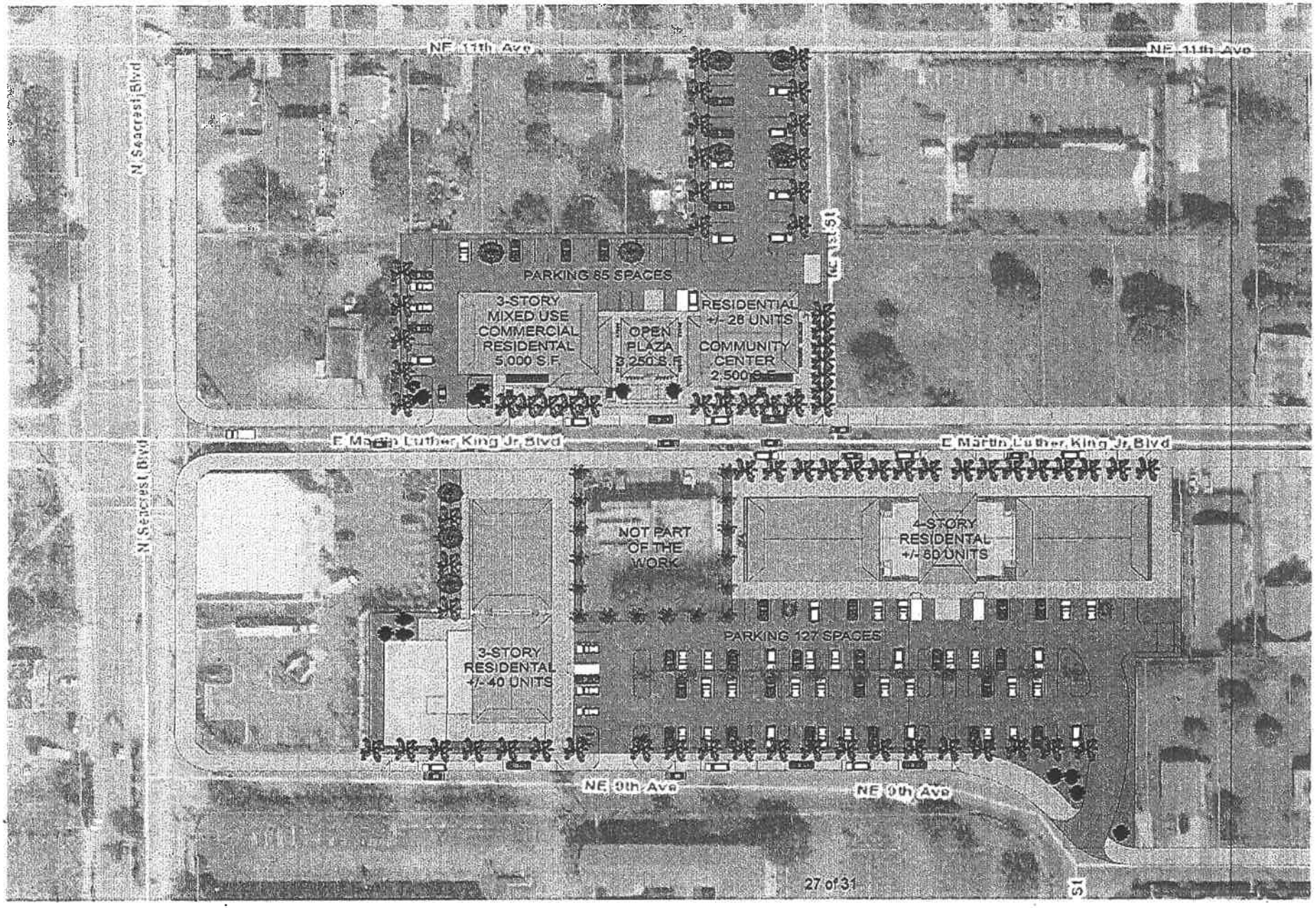
Printed Name: BONNIE NICKLIEN

WITNESS:

Printed Name: Theresa Utterback

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EXHIBIT C
Conceptual Site Plan



CON

BO

SITE CAL

NORTH P

5,000 S.F.
RETAIL (1

2,500 S.F.
CENTER

24 RESID
UNITS (1.

SOUTH P

BUILDING
60 UNITS

BUILDING
40 UNITS

T

PARKING

NORTH P
SOUTH P
NE 9TH A
DR. MAR

T

NORTH

Street View: Conceptual

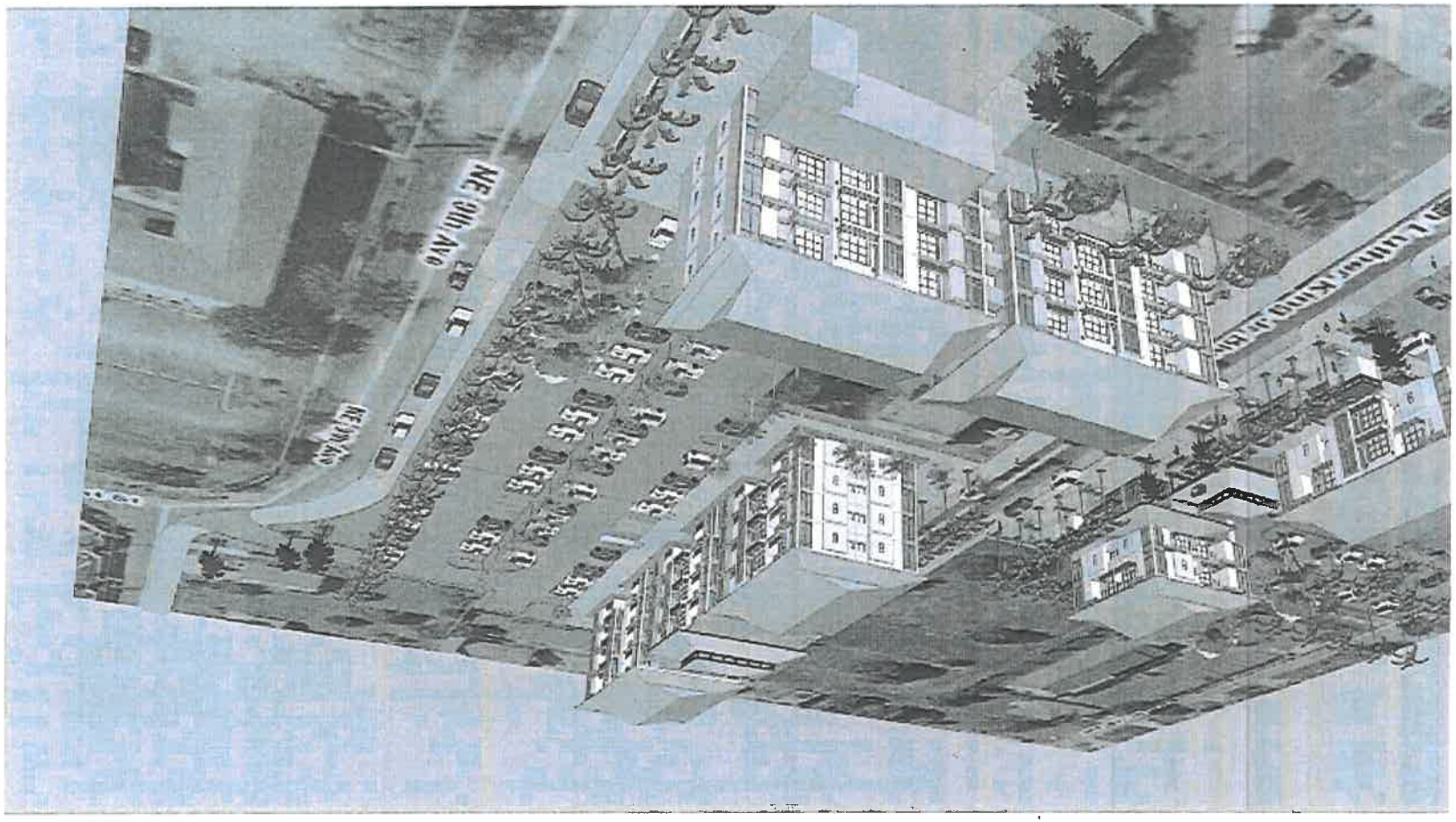
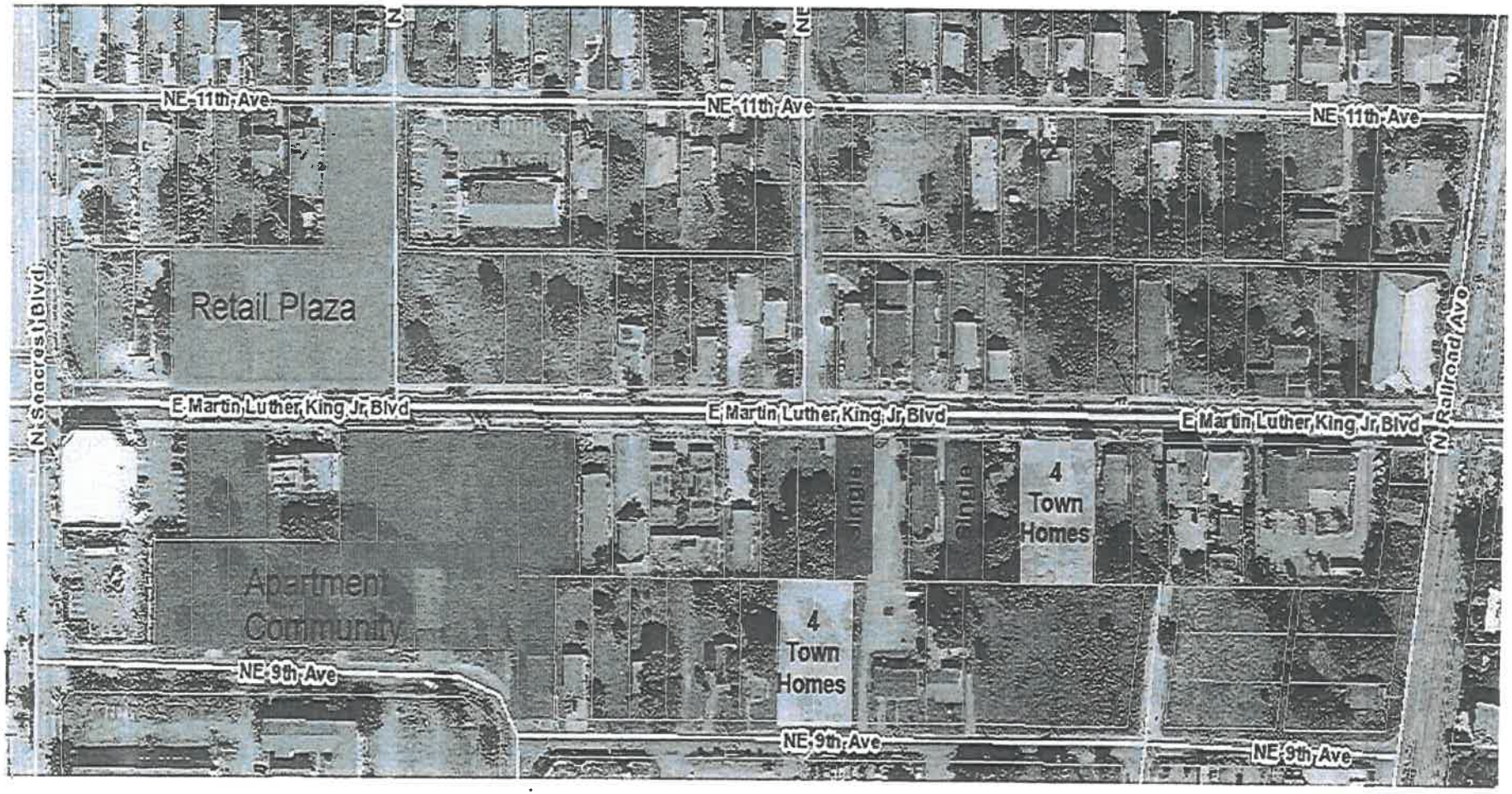

NE 9th Ave
NE 9th Ave

Exhibit D
Project Area


NE 11th Ave
NE 11th Ave
NE 11th Ave
Retail Plaza
N Seacrest Blvd
E Martin Luther King Jr Blvd
E Martin Luther King Jr Blvd
E Martin Luther King Jr Blvd
Railroad Ave
Apartment Community
4 Town Homes
4 Town Homes
NE 9th Ave
NE 9th Ave
NE 9th Ave

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Addendum to Contract

FloridaRealtors®

Addendum No. 1 to the Contract with the Effective Date of 9/16/2019 between

Boynton Beach Community Redevelopment Agency (Seller)

and Wells Landing Apartments, LLC (Buyer)

concerning the property described as: Various Martin Luther King, Jr. Boulevard Boynton Beach FL 33435

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

It is agreed to by the Buyer and Seller of the above captioned property that:

Paragraph 5, Closing Date, shall be extended until November 5, 2019.

Buyer: _____ Date: 10/30/19
Lewis V. Swezy, Manager of Wells Landing Apts, LLC

Buyer: _____ Date: _____

Seller: Michael Simon Date: 10/30/2019
Boynton Beach Community Redevelopment Agency

Seller: _____ Date: _____

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InstanetFORMS

PURCHASE AND DEVELOPMENT AGREEMENT
SECOND AMENDMENT

This is an Amendment (hereinafter "Amendment") to the Purchase and Development Agreement (hereinafter "Agreement"), having an Effective Date of September 16, 2019, made and entered into 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 WELLS LANDING APARTMENTS, LLC or its affiliated assignee (hereinafter "PURCHASER", and together with the SELLER, the "Parties").

In consideration of PURCHASER'S acquisition of property described as **143 NE 9th Avenue, Boynton Beach, Florida 33435**, as more particularly described by property identification number 08-43-45-21-10-004-0110 (hereinafter "Additional Parcel") which furthers the intent of the Agreement and in consideration of TEN DOLLARS AND 00/100 DOLLARS ($10.00) and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

1. SELLER CONTRIBUTION. SELLER agrees to contribute ONE HUNDREDTHOUSAND DOLLARS ($100,000.00) towards the acquisition price of the Additional Parcel. The funds shall be paid by electronic transfer or cashier's check upon Seller's receipt of the executed Deed and Closing Statement for the Additional Parcel and paid within TEN (10) days of said closing.

2. REVERTER. In the event of termination of the Agreement as further described in the Agreement, PURCHASER shall convey to SELLER and SELLER shall purchase for PURCHASER the Additional Parcel for the amount paid by PURCHASER less the ONE HUNDRED THOUSAND DOLLAR ($100,000.00) SELLER contribution if already contributed by SELLER to PURCHASER.

3. UNITS. The Parties acknowledge that the acquisition of the Additional Parcel may or may not increase the number of apartments to be constructed beyond the one hundred and twenty-four (124) units already agreed upon under the terms and conditions of the Agreement.

4. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

5. Seller and Purchaser represent and warrant to each other that no default has occurred as of the date of this Amendment.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute one single document. A facsimile or email copy of this Amendment and any signatures thereof shall be considered for all purposes as originals.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment:

PURCHASER

WELLS LANDING APARTMENTS LLC

By: _____

Print Name: Lewis Swezy

Title: Manager

Date: 6/30/2020

Witnesses: _____

PAUL BILTON

SELLER

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____

Print Name: Steven B. Grant

Title: Chair

Date: 7/1/2020

Witnesses: _____

Gary Pincas

Approved as to form and legal sufficiency: _____

CRA Attorney

MLK Jr. Blvd. P and D Agreement Reporting Checklist

Critical Dates

Report Deadline	**5/29/2024**
CRA Board Meeting Date	**9/10/2024**

Reporting Requirments (Activity thru 11-30-23)

Signed statement

		Backup Attached
		[X]
Tab 1	**Paragraph 18.5,** Signed statement that Project improvements are consistent with the requirements of the Agreement. A Project Status Summary with timestamped photo documentation	X
Tab 2a	**Paragraph 18.3,** Provide list of all qualified, licensed, insured and bondable local contractors and sub-contractors.	X
Tab 2b	**Paragraph 18.3,** Provide City of Boynton Beach Business Tax Receipt for each local contractor and sub-contractor	X
Tab 2c	**Paragraph 18.3,** Provide Local Contractor and Sub-Contractor Business Address verified within Boundaries of Palm Beach County	X
Tab 2d	**Paragraph 18.3,** Provide documentation that Local Contractor and Sub-Contractor meets all requirement to do business within the City of Boynton Beach during construction of the Project	X
Tab 3	**Paragraph 18.3,** Provide documentation demonstrating reasonable effort to employ residents of the Heart of Boynton District and the City of Boynton Beach as part of the completed Project's operations and property management team.	X
Tab 4	**Paragraph 18.3,** Provide Documentation that provided public notice within the CRA area of available contracts and positions and hosting job fairs or other employment opportunities within the community. Prior to and during the construction of the Project.	X
Tab 5a	**Paragraph 18.3,** Provide docmentation that Developer Hosted (2) Job Fairs	X
Tab 5b	**Paragraph 18.3,** Provide documentation that priority to Contractors and Sub-contractors that are Locally Owned Small Businesses to participate in the construction of the Project.	X
Tab 5c	**Paragraph 18.3,** Include in all agreements with Contractors and Sub-contractors requirements that the Contractors use good faith efforts to hire and train City residents to participate in the construction of the project	X
Tab 5d	**Paragraph 18.3,** Provide evidence of notification for job training and job placement opportunities to the Boynton Beach Community High School, South Tech Academy in Boynton Beach, Palm Beach State College and Career Source of Palm Beach County in the event each offer such a program and are ready, willing and able to provide such training.	X
Tab 5e	**Paragraph 18.3,** Provide documentation of Pay or cause to be paid new hires for operations and property management positions a minimum of the living wage for Palm Beach County.	X

Heart of Boynton Village Apartments
Purchase and development Agreement

TAB 1

Progress Statement and Photos

Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, Florida 33016
Tel: 305-821-0330

May 29, 2024

Tim Tack
Acting Executive Director
Boynton Beach CRA

Re: Wells Landing aka Heart of Boynton Village Apartments
Signed Statement that project improvements are consistent with requirements of the P&D Agreements. Included status summary and photos.

Dear Tim:

Construction is proceeding well within the allowed 24 month construction schedule. Overall, the job is now about 99% complete. The north building received its TCO (copy attached) on February 1, 2024 and all residential units are occupied. The other two are pending interior finishes as well as the site work. Residential lease-up is largely completed though some applicants for the SE and SW buildings will have to be re-certified under tax credit timeline regulations. All residential units will be pre-leased prior to issuance of the certificates of occupancy.

All project improvements including site development and building construction are consistent with the Purchase & Development Agreements and approved site and architectural plans.

We are working closely with CRA staff with continuing negotiations and plan development with the prospective tenants for the commercial space including working with tenants to finalize design and permitting to allow us to commence the build-out. We have tenants for all 8 bays.

Most information in our report six months ago has not changed. It has been challenging to meet all County and City engineering requirements and site development is taking a little longer to complete. This time we are attaching the following:
Time stamped aerial photos dated May 2024 (sent as individual attachments)

Please let me know should you need any additional information or have any questions.

Sincerely,

Lewis Swezy
President
305-720-3350



Wells Landing

SMITH AERIAL PHOTOS 05-22-24



Wells Landing

SMITH AERIAL PHOTOS 05-22-24



Wells Landing

SMITH AERIAL PHOTOS 05-22-24



Wells Landing

SMITH AERIAL PHOTOS 05-22-24

Heart of Boynton Village Apartments
Purchase and Development Agreement

TAB 2a

List of Local Subcontractors

WELLS LANDING

List of SUBCONTRACTORS - CONTRACTS

Boynton Based

Landscaping Irrigation	**Landscaping Associates, Inc.** 26002 SW 107 Avenue Princeton, FL 33032
Concrete Shell	**Phoreya Builder** 14012 N.W 82 AVE Miami Lakes Florida 33016
Metals	**SITUAR GROUP - Metals** 7722 N.W. 56 ST Miami, Florida 33166
Cabinets	**ASHMANDY KTCHEN CABINETS** 950 WEST 23 ST Hialeah , Florida 33010
Insulation	**MER ENTERPRISES dba LEED INSULATION** 3412 Industries 33rd Street Fort Pierce, Florida
Roofing & Metal	**Exolite Roofing & Waterproofing Service Inc** 16104 Kilmarnock Drive Miami Lakes, Florida 33014
Doors & Millwork	**COMPLETE DOORS & HARDWARE INC.** 6586 HYPOLUXO RD 3208 LAKE WORTH, FLORIDA
Drywall	**HURRICANE CONSTRUCTION OF PALM BEACH, LLC** DBA : HURRICANE CONSTRUCTION WALL 164 BAREFOOT COVE HYPOLUXO ,FL 33462
Flooring	**General Property Construction** 1550 NW 96 Ave Doral Florida 33172
Painting	**A.L. Waterproofing & Painting, Inc.** 2721 SW 136 Ave Davie, FL 33330
Appliances	**G.E. APPLIANCES** 786-914-6428
Elevators	**TK ELVATOR CORP.** 7567 Central Industries Drive Riviera Beach, Florida 33404
Trash Chutes	**Wilkerson Hi-Rise - Trash Chute** 3402 S.W. 26th Terr unit B-10 Dania Beach , Florida 33312
Plumbing	**RIDGE WAY PLUMBING, INC.** 640 INDUSTRIAL AVE BOYNTON BEACH, FLORIDA 33426-3694
Mechanical	**Best Air Solutions - HVAC** 2555 NW 102 Suite 104 Doral , Florida 33172
Electric	**BECAI ELECTRIC INC** 12312 S.W 133 CT MIAMI , FLORIDA 33186

Heart of Boynton Village Apartments
Purchase and Development Agreement

TAB 2b

Local Subcontractors – BB Business Tax Receipts

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

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com 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	B24.612959 7/1/2024	27.50	B40154211

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
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018111468
EXPIRES: 9/30/2025

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.

City of Boynton Beach
Development Services
100 E. Ocean Ave.
Boynton Beach, FL 33435-0190

AUTOSCH 5-DIGIT 33436 1 PSS 140512BC24-A-1
111 1 AV 0.495

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

Dear Boynton Beach Business and Property Owners:

We appreciate your continued participation in supporting economic growth and viability of our City by maintaining your Certificate of Use and Occupancy & Local Business Tax.

In accordance with Chapter 13 of the City of Boynton Beach Municipal Ordinance, the document(s) below must be posted in a conspicuous place at your business or property. Should assistance be needed please contact the Development Services Department at (561)742-6350 or visit our website at www.boynton-beach.org.

↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2024

Business Control Number: 0000049
Date Issued: 08/24/23

Business Name: Ridgeway Plumbing, Inc.
Business Location: 640 Industrial Ave

Any changes in name, address, suite, ownership, etc. will require a new application.

COU/BTR Number	Classification Code	Classification	Additional Information
24-00050730	CU2	CERT OF USE & OCC COMM	

LSBP0162058 15250 - 140512BC24 A 1 111 1 1 0.495 - www.datamyse.com

City of Boynton Beach
Development Services
100 E. Ocean Ave.
Boynton Beach, FL 33435-0190

**SINGLE-PIECE 1 SGL 140512BA15-A-1
38 1 SP 0.630

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

Dear Boynton Beach Business and Property Owners:

We appreciate your continued participation in supporting economic growth and viability of our City by maintaining your Certificate of Use and Occupancy & Local Business Tax.

In accordance with Chapter 13 of the City of Boynton Beach Municipal Ordinance, the document(s) below must be posted in a conspicuous place at your business or property. Should assistance be needed please contact the Development Services Department at (561)742-6350 or visit our website at www.boynton-beach.org.

↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2024

Business Control Number: 0000049
Date Issued: 09/15/23
Business Name: Ridgeway Plumbing, Inc.
Business Location: 640 Industrial Ave

Any changes in name, address, suite, ownership, etc. will require a new application.

COU/BTR Number	Classification Code	Classification	Additional Information
24-00000048	235111	CONTRACTOR, PLUMBING	KOZAN, GREGORY J CFC057754

L38B0918265B18250 - 140512BA15-A-1 38 1 1 0.630 - www.dataprose.com

Heart of Boynton Village Apartments
Purchase and development Agreement

TAB 2c

Local Subcontractors' Addresses

Ridgeway Plumbing
640 Industrial Ave
Boynton Beach, FL 33426

561-732-3176

Heart of Boynton Village Apartments
Purchase and Development Agreement

TAB 2d

Local Subcontractors Meet BB Requirements

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, 2024

Always verify licenses online at MyFloridaLicense.com

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.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CFC057754 ISSUED: 06/20/2022
CERTIFIED PLUMBING CONTRACTOR
KOZAN, GREGORY J
RIDGEWAY PLUMBING INC

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CFC057754 **EXPIRATION DATE: AUGUST 31, 2024**

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

ISSUED: 06/20/2022

Always verify licenses online at MyFloridaLicense.com
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.

Heart of Boynton Village Apartments
Purchase and Development Agreement

TAB 3

Effort to Employ Local Residents

PAYROLL

BOYNTON BEACH RESIDENTS

5/31/2024

Name		Hourly	Bi-Weekly	Annual
LaCourse, Taylor	Leasing Agent	**$ 24.0385**	$ 1,923.08	$ 48,000.00

Resides at Ocean Breeze East on Seacrest at 7th

Heart of Boynton Village Apartments
Purchase and Development Agreement

TAB 4

Public Notice of Contracts, Jobs

Sign Up
Email or phone
Password
Log In
Forgot account?

Boynton Beach CRA
December 16, 2021 ·

Don't miss the Heart of Boynton Village Apartments Job Fair happening tomorrow at noon!



FRI, DEC 17, 2021
Job Fair - Heart of Boynton Beach Village Apartments
100 NE 7th Ave, Boynton Beach, FL 33435-3807, United States
31 people interested

1

Share

Related Pages

- Gourmet Killer Dogs Restaurant — Hot Dog Joint
- Banana Boat — Seafood Restaurant
- City of Boynton Beach, Gove... — Government Organization
- Cafe Frankies — Italian Restaurant
- Gulfstream Hotel — Hotel
- Hospitality Helping Hands — Nonprofit Organization
- Delray Beach Parks & Recreation — Government Organization
- Calypso Restaurant & Raw Bar — Caribbean Restaurant
- Boynton Beach Police Depar... — Police Station
- Good Greek Moving & Storage - ... — Moving & Storage Service
- Nicholson Muir — Butcher Shop
- Delray Beach GreenMarket — Farmers Market

Pages Liked by This Page

- Guaca Go

See more of Boynton Beach CRA on Facebook

Log In or Create new account

Boynton Beach CRA
Today at 7:03 AM

The Boynton Beach CRA would like to thank all of our service members...
See more

3

Share

Boynton Beach CRA
Yesterday at 8:30 AM

Summer is here, and so is the heat! Contact Pugh Pools to get your pool ready for the next #SundayFunday

2

Share

Boynton Beach CRA
May 28 at 11:34 AM

Want a shiny car but don't have time to self-wash this weekend? Matri... See more

4

Share

English (US) · Español
Português (Brasil) · Français (France)
Deutsch

Privacy · Terms · Advertising · Ad Choices
Cookies · More
Meta © 2022

See more of Boynton Beach CRA on Facebook

Log In or Create new account

facebook

Log In



SATURDAY, DECEMBER 18, 2021 AT 12:00 PM – 4:00 PM EST

Job Fair - Heart of Boynton Beach Village Apartments

100 NE 7th Ave, Boynton Beach, FL 33435-3807, United States

Dec 17, 2021 Dec 18, 2021

Events

Search Events

Home

Categories

- Art
- Causes
- Comedy
- Crafts
- Dance
- Drinks
- Film
- Fitness
- Food
- Games

Details

- 17 people responded
- Event by Boynton Beach CRA and CareerSource Palm Beach County
- 100 NE 7th Ave, Boynton Beach, FL 33435-3807, United States
- Duration: 4 hr
- Public · Anyone on or off Facebook

In-Person & Virtual Job Fair hiring multiple positions for the new Heart of Boynton Beach Village Apartments, including:

Leasing Agent
Community Manager
Maintenance Staff
Superint... See more

Networking

facebook

Log In

Health

Home

Literature

100 NE 7th Ave, Boynton Beach, FL 33435-3807, United States

Guests

See All

1
Went

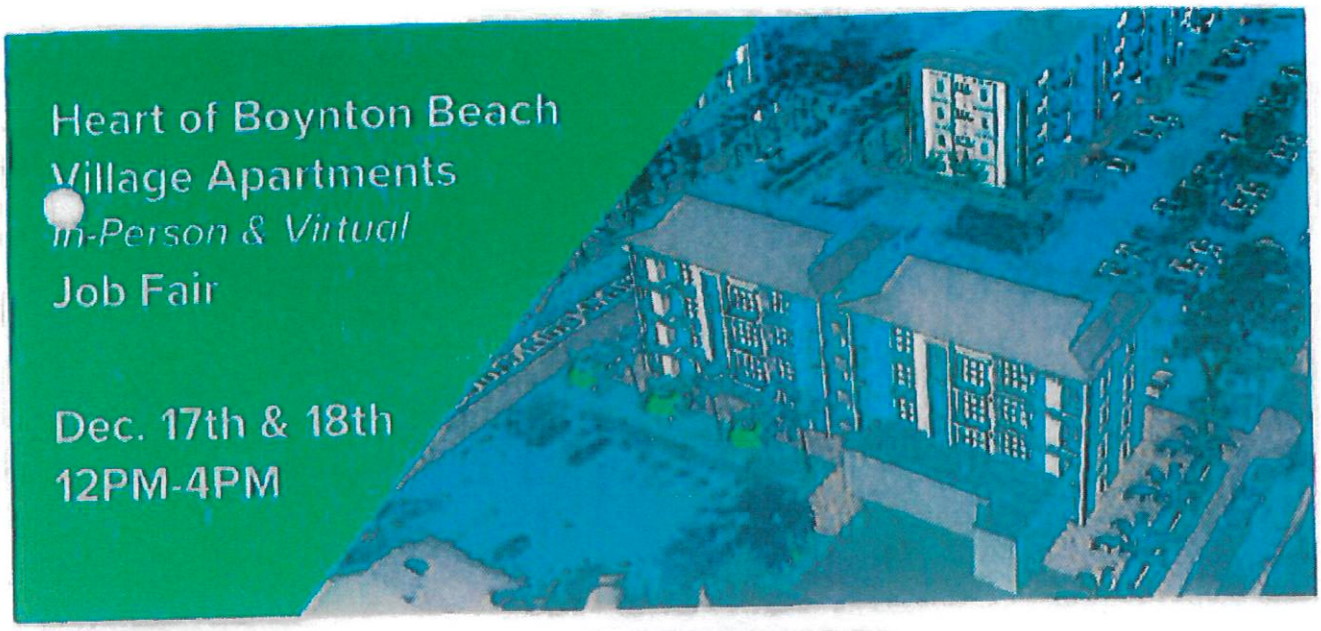
16
INTERESTED

Hosts

Boynton Beach CRA
Local Business

CareerSource Palm Beach County
Nonprofit Organization · Government Building

Privacy · Terms · Advertising · Ad Choices · Cookies · More · Meta © 2022



VIRTUAL

Dec. 17th Virtual Link:
CLICK HERE or visit
https://pvapl.premiervirtual.com/s/doy0RW

Dec. 18th Virtual Link
CLICK HERE or visit
https://pvapl.premiervirtual.com/s/Welnkx

CONTACT

Mercedes Coppin
e: CoppinM@bbfl.us

IN-PERSON

LOCATION

Ocean Breeze East Apartments Clubhouse
100 NE 7th Avenue
Boynton Beach, FL 33435

AVAILABLE POSITIONS

- Leasing Agent
- Community Manager
- Maintenance Staff
- Carpenters
- Landscaping
- Plumbers
- HVAC
- Roofers
- Security
- Painters
- Day Laborers
- Cleaning Personnel

Heart of Boynton Beach Village Apartments

CMC

Boynton Beach CRA Community Redevelopment Agency

CareerSource Palm Beach County

City of Boynton Beach

CareerSource Palm Beach County, Inc. is the direct service provider for various workforce programs supported by the U.S. Departments of Labor, Health and Human Services, Education and other agencies as part of awards totaling $17,610,090 (revised annually). Unless otherwise stipulated, all statements, news releases, requests for proposals, bid solicitations and other applicable documents are fully funded from federal sources.

Heart of Boynton Village Job Fair Attendance Sheet
December 17, 18 2021

12/17/2021	Joe Adams	joeadams73@icloud.com	561-572 734 NE 1st Boyton Beach 33435	Maintenance			Tony Orr
12/17/2021	Sarina Toussaint	rinabeap@gmail.com	561-856 106 NE 7th ave Apt 107 boyton beach Fl 33435	Leasing Agent	Community Manager	Security	Signs
12/17/2021	Keisha Brown	keisha25Brown13@gmail.com	954-603 462 Nw 11th ave Boyton Beach FL 33435	Leasing Agent	receptionist		Tony Orr
12/17/2021	Paul Banna	did not specify	561-201 3927 Herndon Dr	Maintenance			Did not specify
12/17/2021	Junior Abetland	jabetland90@gmail.com	917-331 106 NE 7th Ave Boynton Beach, FL 33135	Security			Other: Friend
12/17/2021	Alphonso Shepard	xyg2k17@gmail.com	954-548 104 NE 7th Ave Boynton Beach, FL 33435	Security	Community Manager		Signs
12/17/2021	Watsonlay JeanFrancois	watson24@gmail.com	561-236 200 Nw 14th ave Boyton beach, Fl 33435	Open			Signs
12/17/2021	Jamell Mcdowell	jamelm02@icloud.com	561-303 201 NE 3rd Street Boynton Beach, FL 33435	Office Assistant	Leasing Agent	Maintenance Staff	Friend: Tony
12/17/2021	Troy Reid	apxpaintgroup@icloud.com	561-698 570 Brown Rd Lantana, FL 33462	Maintenance			Friend: Tony
12/17/2021	Sara Reid	reidsl2008@gmail.com	561-572 570 Brown Rd Lantana, FL 33462	Leasing Agent	Cleaning		Signs
12/17/2021	Devonta Battles	jamebattle0813@icloud.com	561-674 1621 NW 5th St Boynton Beach, FL 33435	Security	Leasing Agent		Friend: Tony
12/17/2021	Angela Carrasco	angela.carrasco@gmail.com	954-817 3495 S Federal HWY Boynton Beach, FL 33435	Manager			Social Media
12/17/2021	Sloan Davis	sloansjk@gmail.com	561-607 108 NE 7TH AVE #308 boyton beach Fl,33435	Receptionist	Security	House Keeping	Signs
12/17/2021	Kendrick Petty	kendric.petty@gmail.com	561-702 1536 n. seacrest blvd	Open			Tony Orr
12/17/2021	Charles Willems	charleshw3@yahoo.com	561-860 5280 Las verder Circle Unit 322 Delray Beach, FL 33484	Leasing Agent	Supervisor		Signs
12/17/2021	Bryan Chapman	brian.gustav@yahoo.com	561-501 3536 Ceolebs Ave Boynton Beach, FL 33436	Cleaning	Housekeeping		Other: Job Coach
12/17/2021	Nwachineke Francis	defen100@gmail.com	561-729 101 Harbour PointeWay GreenacresFl 33413	Community Manger			Career Source
12/17/2021	Corey Gammage	gammagecorey@gmail.com	561-201 1750 Ne 2nd ave	Painter	Open		Sign
12/17/2021	Florance Innocent	did not specify	561-268 3927Herndon Dr	Cleaning			Other
12/17/2021	Maurece Hayes	maurece1971.mh@gmail.com	561-033 520 NE Apt 3 Lake Worth, FL 33460	Maintenance			Friend: Tony
12/18/2021	Maya Jean- Charles	mayajeancharles@gmail.com	561-309 106 ne 7th ave Boyton beach, FL 33435	Leasing Agent			Signs
12/18/2021	Evens Occenat	evensoccenat@yahoo.com	561-270 6736 Heritage Grande # 6205	Plumbing	Electrician		Outside Sign
12/18/2021	Steven Johnson	birdflow@gmail.com	561-308 309 South L Street Lake Worth FL 33460	Maintenance	Construction		Other: Friend
12/18/2021	Derion Pickney	did not specify	786-254 Did not specify	Plumbing			Did not specify
12/18/2021	Jeffery Denis	denj3@mail.broward.edu	786-908 106 Ne 7th Ave Apt 102	Did not specify			Signs
12/18/2021	Stephani Carter	did not specify	754-254 Did not specify	Leasing Agent			Did not specify
12/18/2021	Cassandra Desir	cassandradesir86@gmail.com	561-310 Did not specify	Leasing Agent	Management	Cleaning	Did not specify
12/18/2021	Algeila Williams	algeilawilliams@yahoo.com	305-413 407 South F St Lake Worth, FL	Leasing Agent			Social Media
12/18/2021	Lavennia Jerry	lavenniajerry5@gmail.com	561-628 Did not specify	Did not specify			Social Media
12/18/2021	Jean Sydne	jeansydne1008@gmail.com	561-900 322 NE 1st Street Boynton Beach, FL 33435	Painting	Plumbing	Security	Did not specify
12/18/2021	Johnel Weathers	jaydaflee6@gmail.com	561-699 1811 Shirley Ct	Did not specify			Social Media
12/18/2021	Elobge Nicolas	elobgenicolas@yahoo.com	561-543 122 ne 13 ave boyton beach FL, 33435	Cleaning			Signs
12/18/2021	Maurece White	maurecewhite284@yahoo.com	561-468 35 Crossings circle Boynton Beach, FL 33435	Painting	Drywall	Demo	Signs
12/18/2021	James Neal	did not specify	561-922 161 ne 27th ave	Landscaping	cleaning		sign
12/18/2021	Helen Clemons	helenclemons219@gmail.com	561-634 1018 nw 4th st	House Keeping			Tony Orr
12/18/2021	Richard Staley	stanleymaintance@aol.com	561-360 809 washington Ave Lakeworth Fl 33460	Plumber	Maintence		Indeed
12/18/2021	Kristian Gibson	cbgpoems@gmail.com	561-268 7360 palmdale drive Boyton Beach	Painting	Tile		Signs
12/18/2021	Robyn Small	rsyesaphire25@aol.com	561-623 6558 turchino drive Lake worth Fl, 33467	Leasing Agent	Cleaner		Social Media
12/18/2021	Cleurie June	did not specify	561-209 2980 Ocean PWKy 33435	Cleaning			Walk- In
12/18/2021	Roberto Escobar	berto789@gmail.com	786-675 529 14th st	Tile/Marble	Kitchen	Drywall	Sign

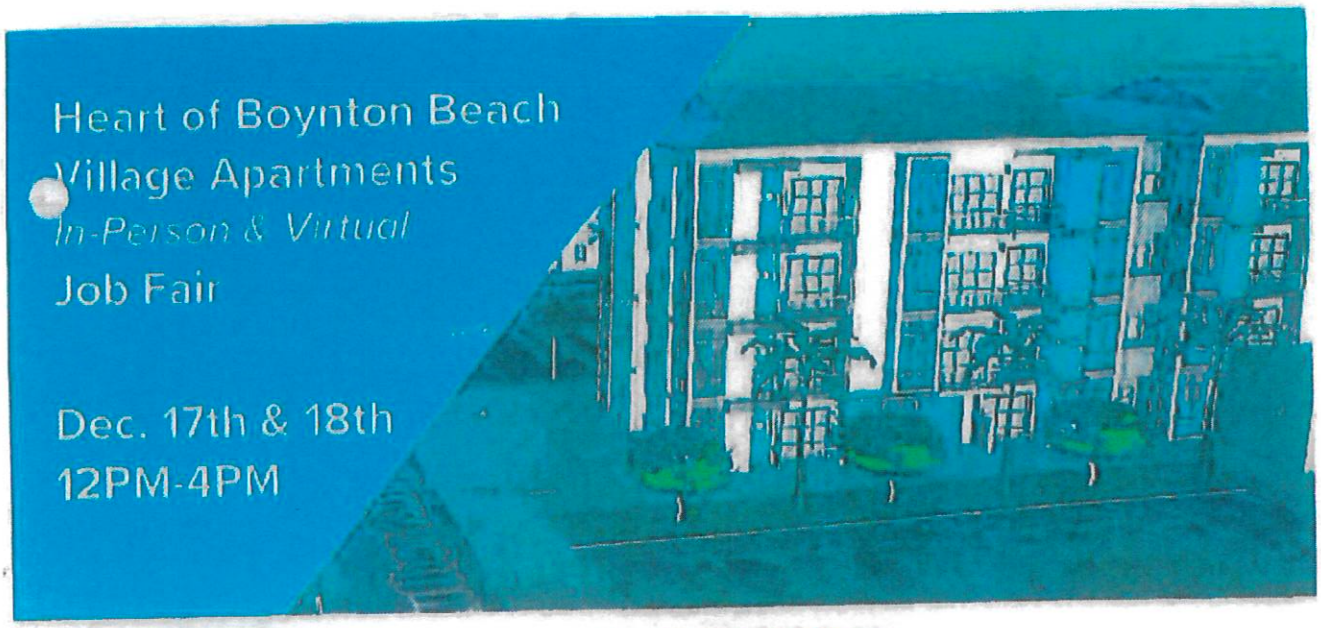
Note: * Many other people showed up but did not fill out the registration card with legible information

List of Vendors

Centennial Management Corp
General Property Construction
Complete Door & Hardware
Ashmandy Kitchens
Phorchys Builder
Ridge Way Plumbing
Situar Group
Best Air Solutions
Becal Electric
MVRT

Heart of Boynton Village Job Fair Interview sheet

Name	Date	Time	Position	Education	Work Experience	Why do you want to work for us?	Full Time	Part Time	Start Date	Salary	Benefits	Other	Need to submit application	Second Interview
Maurice Hayes	1/7/2022	10:00 AM	Maintenance		Sanitation / Marble Installation	Is a full time job	Y	Y	Full Time	ASAP	Yes			
Calvin Smith	1/7/2022	10:30 AM	Maintenance		2x NO SHOW									
Stephanie Cortes	1/7/2022	11:00 AM	Leasing Agent		Bahayan Health Teen	better job opportunity	Y	Y	Full Time	ASAP	Yes			
Keisha Brown	1/7/2022	2:30 PM	Leasing Agent		Troys BBQ	stable job	Y	Y	Full Time	ASAP	Yes			
Nwachineke Francis	1/7/2022	3:30 PM	Manager / Leasing Agent		FBC Community Action - Processing Specialist	Work for the community	Y	N	Full Time	ASAP	Yes			
Jean Sydne	1/7/2022	4:00 PM	Maintenance		Manpower as Maintenance	Full time job	Y	N	Full Time	ASAP	Yes			
Kristian Gibson	1/7/2022	4:30 PM	Maintenance		Wearhouse / Woodwork Floor and Décor	Better	Y	N	Full Time	ASAP	Yes			
Jamell McDowell	1/7/2022	5:00 PM	Leasing Agent		High School	First Job	Y	N	Full Time	ASAP	Yes			
Maya Jean Charles	1/7/2022	5:30 PM	Leasing Agent		Teacher/Sales	Career change	Y	N	Full Time	ASAP	Yes			
James Neal	1/18/2022	2:00 PM	Maintenance		Landscaping	Stability	Y	N	Full Time	ASAP	Yes	Need to submit application		
Angela Carraso	1/18/2022	2:30 PM	Property Manager		Director of Marketing and Management	To get back to the field	Y	N	Full Time	ASAP	Yes			
Steven Johnson	1/18/2022	3:00 PM	Maintenance		NO SHOW									
Alegria Wilson	1/18/2022	4:30 PM	Leasing Agent		NO SHOW									
Maureen White	1/18/2022	5:00 PM	Maintenance		Tile, Drywall, Painting, Plumbing	Stable job	Y	Y	Full Time	ASAP	Yes			
Richard Staley	1/19/2022	10:30 AM	Maintenance		Four Brothers/ Property Preservation	Full Time Job	Y	Y	Full Time	ASAP	Yes			
Joe Adams	1/19/2022	2:00 PM	Maintenance		Porcupine/ Clean up Construction site	Do maintence work	Y	Y	Full Time	ASAP	Yes	Electric training		
Leonard Laforest	1/19/2022	3:00 PM	AC		Serving / School AC	more experience in the field	Y	N	Part Time					
Sadya Toussaint	1/19/2022	3:30 PM	Leasing Agent		Nutritionist Host	Better Opportunity	Y	N	Full Time	ASAP	Yes			
Patt Banna	Pending	Pending	Maintenance		DID NOT ANSWER, WILL GET BACK TO US									
Troy Reid	Pending	Pending	Maintenance		DID NOT ANSWER, WILL GET BACK TO US									
Sarah Reid	Pending	Pending	Leasing Agent		DID NOT ANSWER, WILL GET BACK TO US									
Robyn Small	Pending	Pending	Leasing Agent		DID NOT ANSWER, WILL GET BACK TO US									
Junior Abelbird	Pending	Pending	Leasing Agent		DID NOT ANSWER, WILL GET BACK TO US									
Alphonso Shepherd	Pending	Pending	Manager		DID NOT ANSWER, WILL GET BACK TO US									
Demetrious Martin	2/22/2022		Maintenance		Basic electric, Plumbing , Make ready worked for a contruction camp	Full Time/ Steady job	Y	N	Full Time	ASAP	Yes	Need to submit application		



VIRTUAL

Dec. 17th Virtual Link:
CLICK HERE or visit
https://pvapi.premiervirtual.com/s/doy0RW

Dec. 18th Virtual Link
CLICK HERE or visit
https://pvapi.premiervirtual.com/s/Weinkx

CONTACT

Mercedes Coppin
e: CoppinM@bbfl.us

IN-PERSON

LOCATION

Ocean Breeze East Apartments Clubhouse
100 NE 7th Avenue
Boynton Beach, FL 33435

AVAILABLE POSITIONS

- Leasing Agent
- Community Manager
- Maintenance Staff
- Carpenters
- Landscaping
- Plumbers
- HVAC
- Roofers
- Security
- Painters
- Day Laborers
- Cleaning Personnel

Heart of Boynton Beach Village Apartments

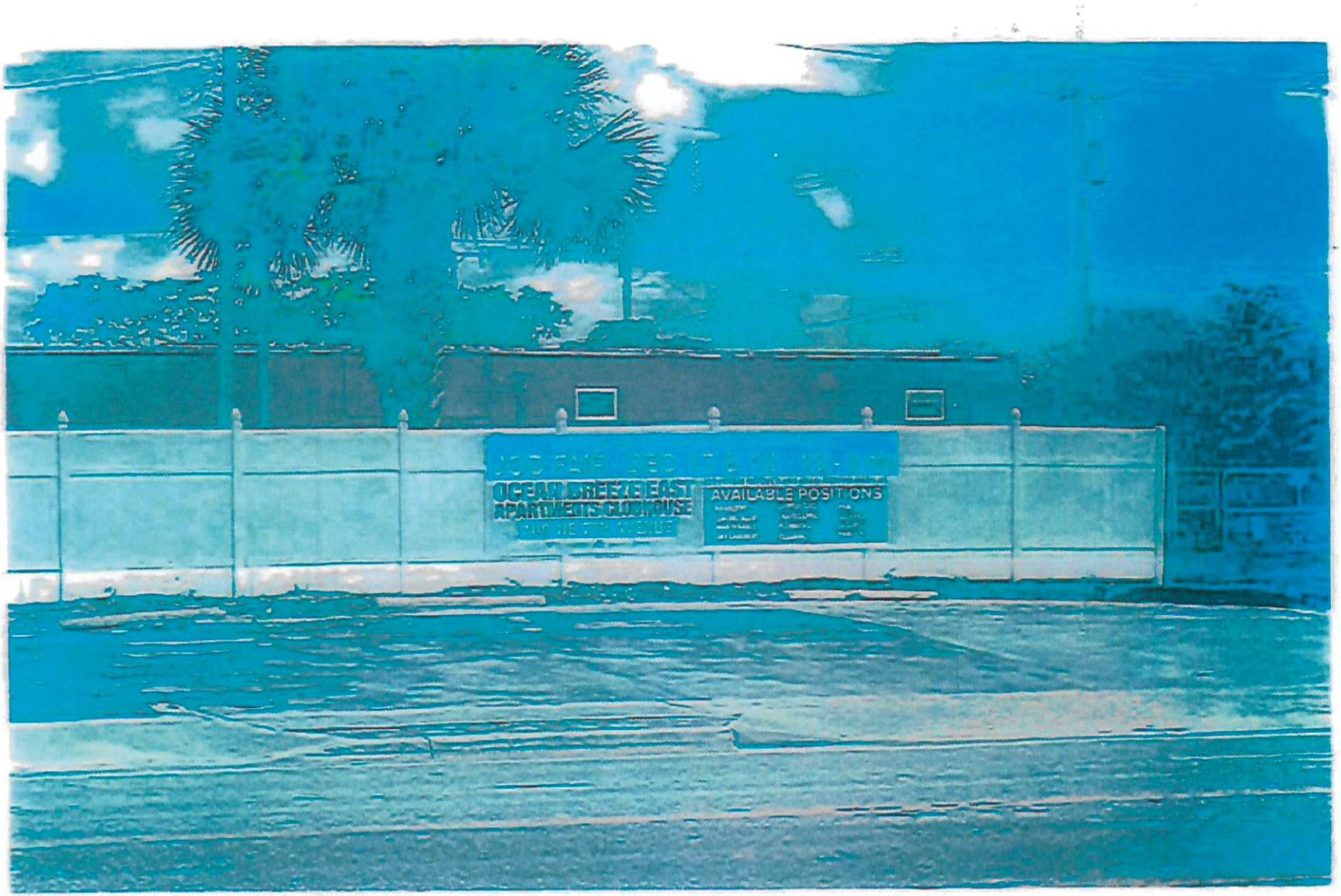
CMC

Boynton Beach CRA Community Redevelopment Agency

CareerSource Palm Beach County

City of Boynton Beach

CareerSource Palm Beach County, Inc. is the direct service provider for various workforce programs supported by the U.S. Departments of Labor, Health and Human Services, Education and other agencies as part of awards totaling $17,610,090 (revised annually). Unless otherwise stipulated, all statements, news releases, requests for proposals, bid solicitations and other applicable documents are fully funded from federal sources.


OCEAN BREEZE EAST
APARTMENTS CLUBHOUSE
AVAILABLE POSITIONS

HEART OF BOYNTON BEACH VILLAGE APARTMENTS

JOB FAIR · DEC 17 & 18

OCEAN BREEZE EAST APARTMENTS CLUBHOUSE

100 NE 7TH AVENUE

12 PM - 4 PM

AVAILABLE POSITIONS

- MANAGERS
- LEASING AGENT
- MAINTENANCE
- CARPENTERS
- LANDSCAPING
- PLUMBERS
- HVAC
- ROOFERS
- SECURITY
- PAINTERS
- DAY LABORERS
- CLEANING

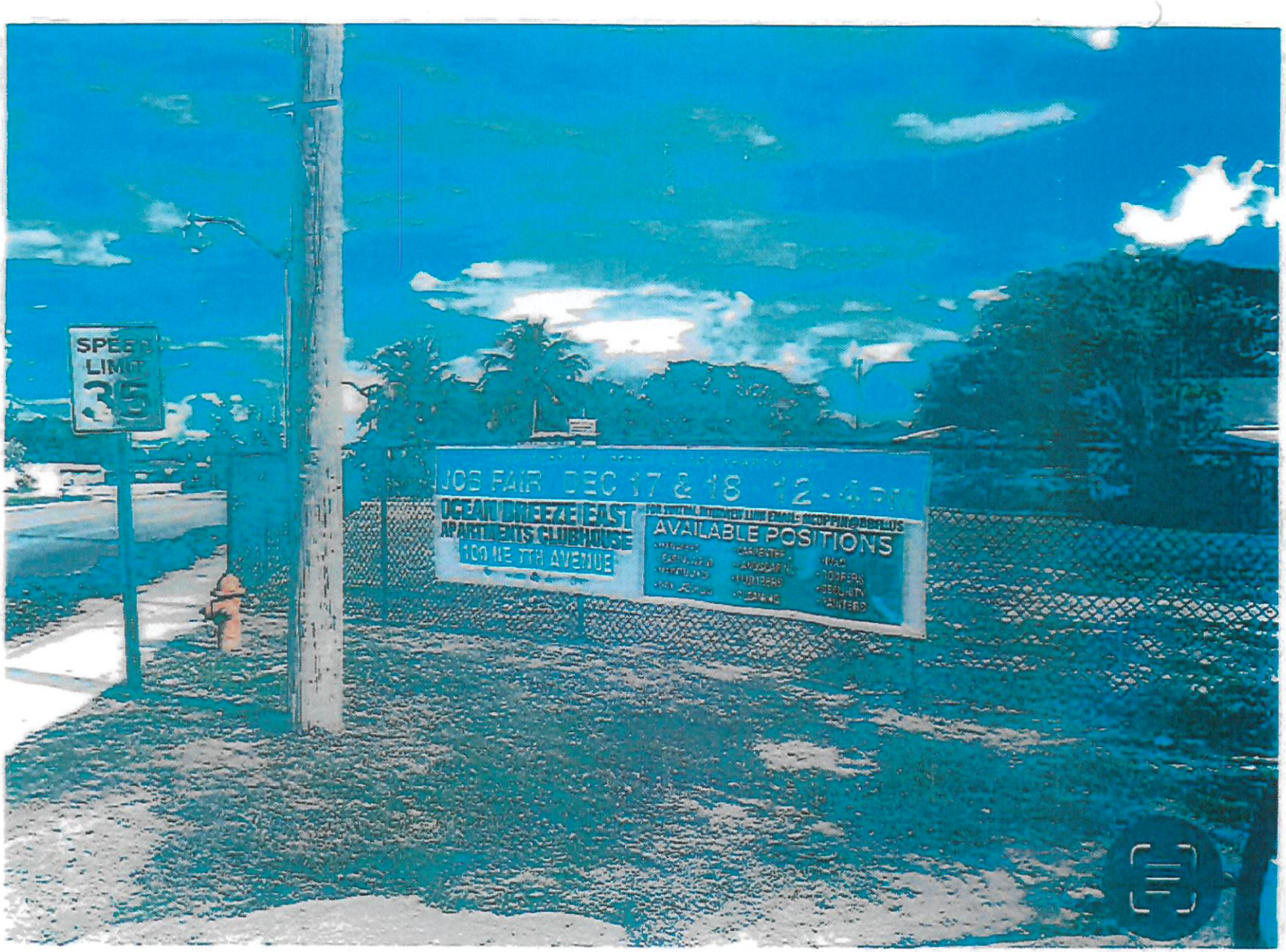
FOR VIRTUAL INTERVIEW LINK
EMAIL: MCOPPIN@BBFL.US

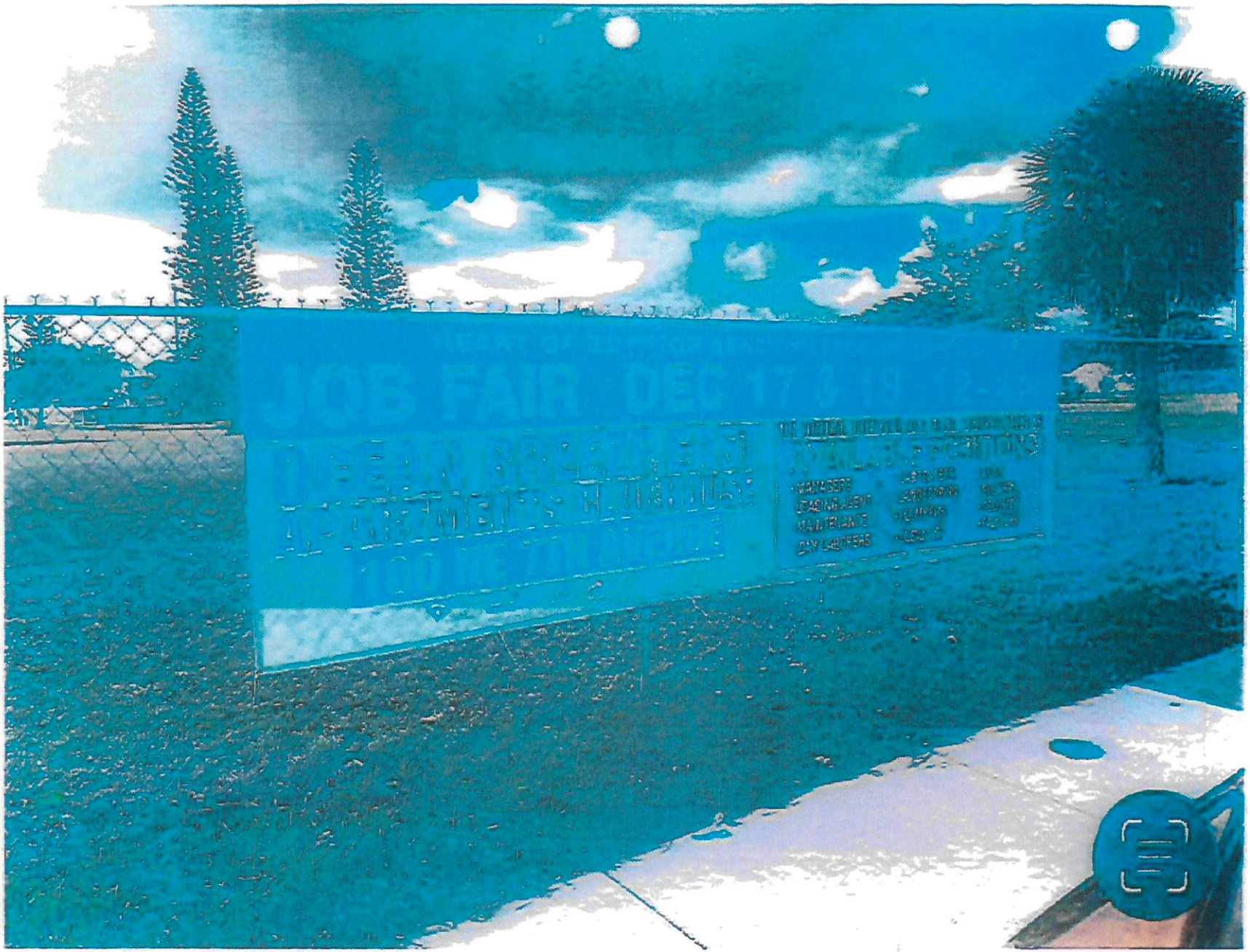

HEART OF BOYNTON BEACH VILLAGE APARTMENTS
JOB FAIR · DEC 17 & 18 · 12-4 PM
OCEAN BREEZE EAST
APARTMENTS CLUBHOUSE
100 NE 7TH AVENUE
FOR VIRTUAL INTERVIEW LINK EMAIL: MCOPPIN@BBFL.US
AVAILABLE POSITIONS
· MANAGERS
· LEASING AGENT
· MAINTENANCE
· DAY LABORERS
· CARPENTERS
· LANDSCAPING
· PLUMBERS
· CLEANING
· HVAC
· ROOFERS
· SECURITY
· PAINTERS

Heart of Boynton Village Apartments
Purchase and Development Agreement

TAB 5 a

Two Job Fairs


SPEED
LIMIT
35
JOB FAIR DEC 17 & 18 12 - 4 PM
OCEAN BREEZE EAST
APARTMENTS CLUBHOUSE
100 NE 7TH AVENUE
AVAILABLE POSITIONS



HEART OF BOYNTON VILLAGE APARTMENTS JOB FAIR

NAME_____ EMAIL_____

PHONE_____ ADDRESS_____

WHAT POSITION YOU ARE APPLYING FOR?

1._____ 2._____ 3._____

HOW DID YOU HEAR ABOUT THIS JOB FAIR? (PLEASE CIRCLE)

FLYER NEWSPAPER SIGNS SOCIAL MEDIA OTHER_____

CMC

HEART OF BOYNTON VILLAGE APARTMENTS JOB FAIR

RIDGE WAY PLUMBING

Heart of BOYNTON VILLAGE APARTMENTS

CMC

HEART OF BOYNTON VILLAGE APARTMENTS JOB FAIR

MVRT

Heart of BOYNTON VILLAGE
APARTMENTS

CMC

HEART OF BOYNTON VILLAGE APARTMENTS JOB FAIR

BEST AIR SOLUTIONS

Heart of BOYNTON VILLAGE APARTMENTS

CMC

HEART OF BOYNTON VILLAGE APARTMENTS JOB FAIR

BECAI ELECTRIC

Heart of BOYNTON VILLAGE APARTMENTS

CMC

HEART OF BOYNTON VILLAGE APARTMENTS JOB FAIR

COMPLETE DOOR & HARDWARE



CMC

HEART OF BOYNTON VILLAGE APARTMENTS JOB FAIR

PHORCHYS BUILDER

Heart OF BOYNTON VILLAGE APARTMENTS

CMC

HEART OF BOYNTON VILLAGE APARTMENTS JOB FAIR

ASHMANDY KITCHENS

Heart of BOYNTON VILLAGE APARTMENTS

GENERAL PROPERTY CONSTRUCTION

Heart of BOYNTON VILLAGE APARTMENTS

CMC

HEART OF BOYNTON VILLAGE APARTMENTS JOB FAIR

SITUAR GROUP

Heart of BOYNTON VILLAGE APARTMENTS

CMC

HEART OF BOYNTON VILLAGE APARTMENTS JOB FAIR

During the event for your safety and the safety of others, please wear a mask according to your vaccination status. An adherent risk of exposure to disease existsin any public place where people are present. We do not guarantee a Covid Free environment. ENTER AT YOUR OWN RISK.

Heart of BOYNTON VILLAGE APARTMENTS

Heart of Boynton Village Apartments
Purchase and Development Agreement

TAB 5b

Priority Given to Local Subs, Businesses

Local Design Professionals

At your request, here is a list of a few local Architects and Engineers that do work in the city. This list is not intended as Design Professionals that must or shall be used, it's just a list of local Design professionals.
If you choose not to use someone from this list we would recommend getting several estimates and verify the Design Professional license that you pick at this link
https://www.myfloridalicense.com/wl11.asp?mode=0&SID

Specialty Engineering	561-752-5440	www.specsf.com
Steven Myott Architect*	561-734-7034	smyott@semarchitecture.com
Bob McGowan	561-963-1043	robert4827@comcast.net
Joeven M. Valenzuela	561-424-3270	jmv@beacon-eng.com

*Denotes primarily commercial

From: Kuntzman, John KuntzmanJ@bbfl.us
Subject: RE: Trade recommendation list
Date: May 10, 2021 at 5:03 PM
To: Matthew Roque mroque@centennialmgt.com

JK

John Kuntzman
Deputy Building Official
Development, Building
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-742-6376
KuntzmanJ@bbfl.us | boynton-beach.org/

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 records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Matthew Roque <mroque@centennialmgt.com>
Sent: Monday, May 10, 2021 4:51 PM
To: Kuntzman, John <KuntzmanJ@bbfl.us>
Subject: Trade recommendation list

Hey John,

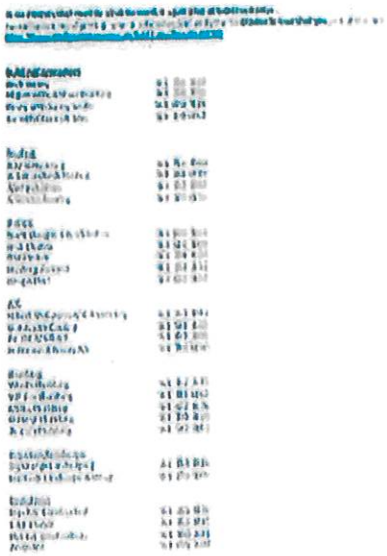
I know last time we talked you sent my mother, Elizabeth a list of vendors that has been used in Boynton Beach recently. Can you resend that to me please?

Thank you,

Matt Roque

Local Boynton Professionals

[redacted]



LOCAL SUBCONTRACTORS CONTACTED TO BID

At your request, here is a list of a few local contractors that do work in the city. This list is not intended as contractors that must or shall be used, It's just a list of local contractors.
I would recommend getting several estimates and verify the contractor license that you pick at this link https://www.myfloridalicense.com/wl11.asp?mode=0&SID

Building Contractors	
Derle Bailey	561-738-5933
Miguel with J&M contracting	561-718-7040
Davey with Sunny South	561-670-7411
Joe with Churey & Son	561-509-0162
Roofing	
J&M contracting	561-718-7040
W E Broadbeck Roofing	561-582-0449
AAM Industries	561-737-2383
American Roofing	561-585-0199
Electric	
Norm Douglas C.N.D Electric	561-635-4893
Pride Electric	561-628-3009
Pike Electric	561-734-4593
Pendergrass Elect	561-732-2831
Design Elect	561-632-9102
A/C	
Robert McGowen A/C & Heating	561-963-1043
Gulfstream Cooling	561-531-3665
Air-Ref A/C Elect	561-493-3305
Hoffmann & Nixon A/C	561-738-6490
Plumbing	
Ward's Plumbing	561-767-7677
V.P. Fox Plumbing	561-737-6163
Mattis Plumbing	561-432-4176
Buckeye Plumbing	561-793-3169
Zicaro's Plumbing	561-547-7103
Irrigation/Landscape	
Big Orange Landscaping	561-733-7726
Bermuda Landscape & Design	561-279-9009
Demolition	
Republic Construction	561-265-4730
E & F Florida	561-333-1445
Hatcher Construction	561-330-2621
Anzco Inc	561-699-3602

Heart of Boynton Village Apartments
Purchase and Development Agreement

TAB 5c

Language re Local Hiring in Subcontracts

SAMPLE – STANDARD ADDENDUM

Addendum to Subcontractor Agreement

Hiring and Training City of Boynton Beach Residents

This is an Addendum to Subcontractor Agreement dated the 15th day of November, 2021 by and between RS Construction of Dade, Inc ("Contractor") and MVRT Inc. ("Subcontractor") pertaining to Wells Landing Apartments – Boynton Beach, Florida

Subcontractor agrees to use good faith efforts to hire and train City of Boynton Beach residents to participate in the construction of Wells Landing and hopefully to be continued.

RS Construction of Dade, Inc.
By Lewis Swezy, President

MVRT Inc.
By: Rene' Taylor Pres.

Heart of Boynton Village Apartments
Purchase and Development Agreement

TAB 5d

Notification of Job Training and Placement

Heart of Boynton Beach Village Apartments
Job Training and Job Placement

We intend to initiate job training and job placement efforts shortlyt.

Training and placement opportunities will be communicated to:

Boynton Beach Community High School
4975 Park Ridge Blvd, Boynton Beach
561-752-1200

SouthTech Academy
6161 W Woolbright Rd, Boynton Beach
561-369-7000

Palm Beach State College
4200 S Congress Ave, Lake Worth
561-967-7222

CareerSource of Palm Beach County
3400 Belvedere Rd, West Palm Beach
561-340-1060

Heart of Boynton Village Apartments
Purchase and Development Agreement

TAB 5e

Living Wage Payments to Operations Employees

Heart of Boynton Beach Village Apartments

Providing Living Wage to Boynton Residents

Our Boynton Beach Resident employees are paid a living wage as follows:

Ocean Breeze East

Manager	Anna Prendes	108 NE 7 Ave	$24/hour	Previously employed
Leasing	Taylor LaCourse	106 NE 7 Ave	$24/hour +commission	Still employed
Maintenance	Tory Orr	407 NE 17 Ave	$23/hour	Still employed

See attached area living wage information.

Living Wage Calculation for Palm Beach County, Florida

The living wage shown is the hourly rate that an **individual** in a household must earn to support themselves and/or their family, working full-time, or 2080 hours per year. The tables below provide living wage estimates for individuals and households with one or two working adults and zero to three children. In households with two working adults, all hourly values reflect what one working adult requires to earn to meet their families' basic needs, assuming the other adult also earns the same.

The poverty wage and state minimum wage are for reference purposes. Poverty wage estimates come from the Department of Health and Human Services' Poverty Guidelines (https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines) for 2024 and have been converted from an annual value to an hourly wage for ease of comparison. The state minimum wage data is sourced from the Labor Law Center (https://www.laborlawcenter.com/state-minimum-wage-rates) and includes the minimum wage in a given state as of January of that year.

For further detail, please reference the Methodology (/pages/methodology) page. The data on this page was last updated on February 14, 2024.

	1 ADULT				2 ADULTS (1 V		
	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 (

	1 ADULT				2 ADULTS (1 V		
Living Wage	$23.97	$41.11	$50.92	$66.75	$33.04	$39.34	$
Poverty Wage	$7.24	$9.83	$12.41	$15.00	$9.83	$12.41	$
Minimum Wage	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$

Typical Expenses

The table below shows the costs of each basic need that go into estimating the living wage. Like with the living wage, their values vary by location and family size.

	1 ADULT				2 ADUI	
	0 Children	**1 Child**	**2 Children**	**3 Children**	**0 Children**	**1 Chi**
Food	$4,957	$7,307	$10,960	$14,567	$9,088	$11,3
Child Care	$0	$11,339	$21,518	$30,040	$0	$0

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

INFORMATION ONLY

AGENDA ITEM 8.B

SUBJECT:
Semi-Annual Progress Report for the Development Agreement with Wells Landing Apartments, LLC d/b/a Heart of Boynton Shops (March - August 2024)

SUMMARY:
As a result of the issuance of a Request for Proposals (RFP) and Developer Qualifications (RFQ), the CRA Board selected Centennial Management Corporation (CMC) as the developer at their January 8, 2019 Board meeting, for the mixed-use redevelopment (n.k.a. Wells Landing Apartments, LLC d/b/a Heart of Boynton Village Apartments and Heart of Boynton Shops) on the CRA owned properties located within the E. Martin Luther King Jr. Boulevard Corridor.

The mixed-use development will provide 124 affordable multi-family rental units as well as 8,250 square feet of leasable neighborhood serving commercial space (see Attachments I-III).

Under the terms of the Commercial Development Agreement (see Attachment IV) that was executed on February 1, 2022, CMC was required to submit a semi-annual progress report every six month starting from the effective date until project completion (see Attachment V).

Representative from CMC have been invited to attend the September 10, 2024 Board meeting.

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.

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

CRA BOARD OPTIONS:
No action required unless otherwise determined by the Board.

ATTACHMENTS:

Description

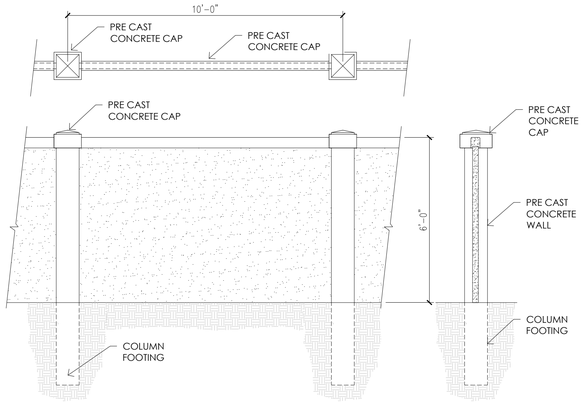
- Attachment I - MLK Jr Blvd Project Site Plan - North

- Attachment II - MLK Jr Blvd Project Site Plan - South
- Attachment III - MLK Jr. Blvd. Mixed Use Development Project Renderings
- Attachment IV - MLK Jr Commercial Development Agreement
- Attachment V - Commercial Development Report

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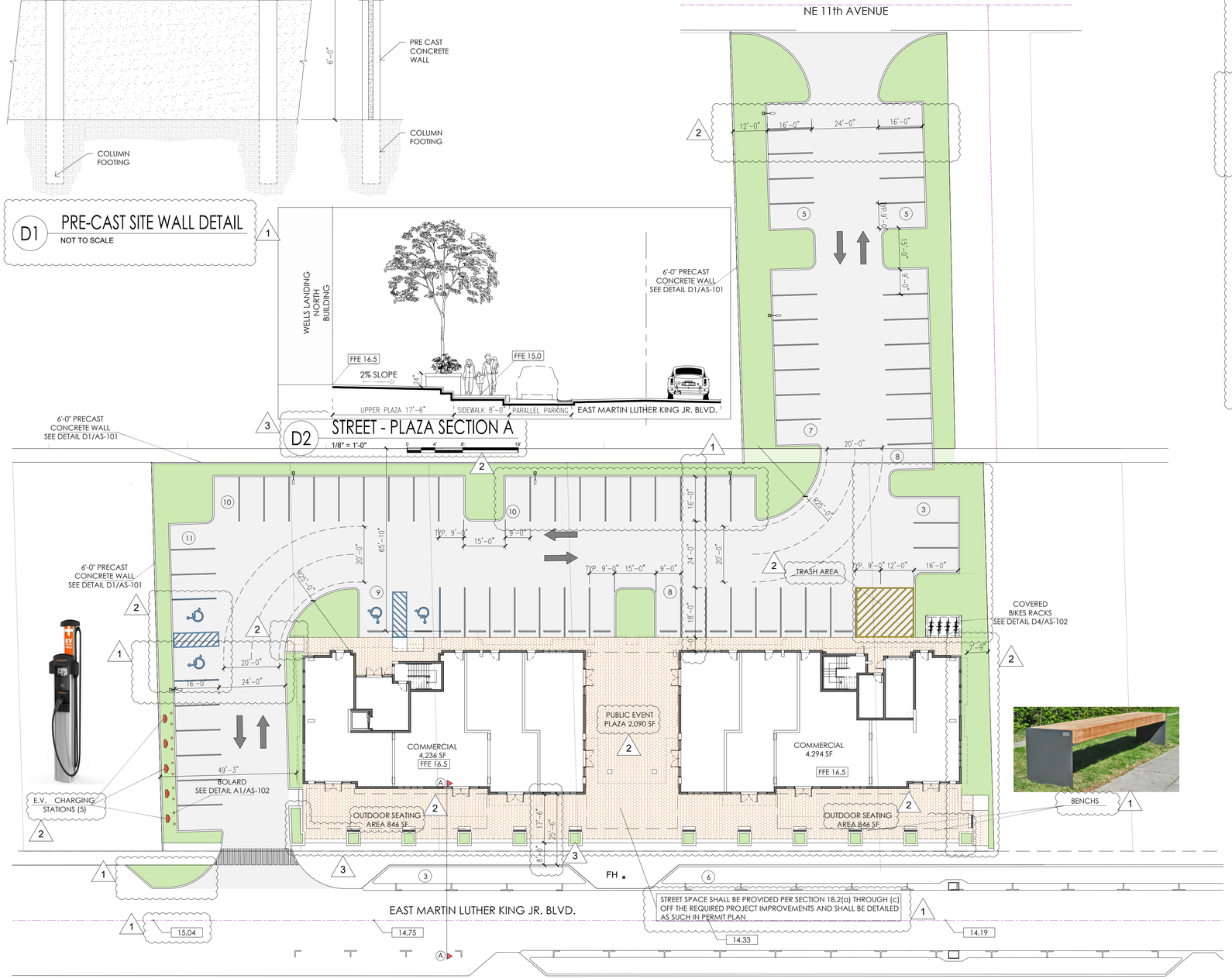
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D1 PRE-CAST SITE WALL DETAIL
NOT TO SCALE

D2 STREET - PLAZA SECTION A
1/8" = 1'-0"



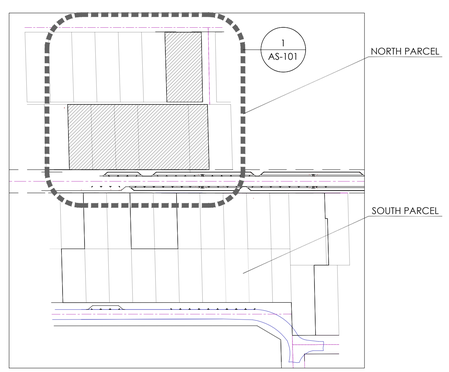
A-1 ARCHITECTURAL SITE PLAN
1" = 20'-0"

BOYNTON BEACH, FLORIDA - CODE OF ORDINANCES				
ZONING DISTRICT	**PALM BEACH - PROPOSE MU-1**			
SUBDISTRICT				
LAND USE	**MIXED USE, URBAN (MU-1)**			
		PERMITTED	PROVIDED	COMPLIES
GROSS SITE AREA		1.2323 AC	53,697 SF	YES
LOT FRONTAGE		100 FT MIN	300.06 FT	YES
BLDG HEIGHT		MAX 55'	44'	YES
FLOOR AREA RATIO			9,955.40	
BUILDING AREA			33,659.20	
FLOOR AREA RATIO		1.0 MIN	0.62	YES
CRA MAXIMUM ALLOWABLE DENSITY 20 DU / ACRE MAX.		24.60	24.00	YES
BUILDING SETBACK				
M.L.K. - RESIDENTIAL	SIDEWALK	8 FT.	25.5 FT.	YES
	TREE AREA	5'		
	ACTIVE AREA	5'		
COMMERCIAL	WEST	0 FT.	49.25 FT.	YES
	EAST	0 FT.	7.75 FT.	YES
RESIDENTIAL (DUPLEX R-2)	NORTH	0 FT.	65.85 FT.	YES
PARKING CALCULATIONS:				
TYPE OF UNITS		# OF UNITS	FACTOR	TOTAL REQ'D
ONE BEDROOM		20	1.5	30
TWO BEDROOMS		4	2	8
GUEST PARKING		24	0.15	4
COMMERCIAL 1/200 *		8530	200	43
TOTAL PARKING REQ'D				84
PARKING REDUCTION **			15%	13
TOTAL # OF UNITS & PARKING PROV'D		88 SPACES PROVIDED		72
OFF-STREET PARKING SPACES				76
ON-STREET PARKING SPACES				9
TOTAL PARKING PROVIDED				**85**

* MINIMUM OF 8,250 COMMERCIAL SPACE PER 18.2 (b) OF BBCRA at WELLS LANDING APTS, LLC AGREEMENT

** SEE REDUCTION STUDY PARKING

A-2 TURNING RADIUS DETAIL
1/16" = 1'-0"



A-3 KEY PLAN
NOT TO SCALE

NOTES:

1- SITE PLAN SHALL MEET CPTD DESIGN STANDARDS
2- BUILDING TO BE FULLY SPRINKLERED
3- ALL PORTION OF BLDG AREA WITH 450 OF F.D. ACCESS PER NFPA 1-18.2.3.2.2

GHA GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
PH. 954.794.0300 FX. 954.794.0301

AA26001731
SEAL
☐ WILLIAM J. GALLO FL AR0008440

☐ BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING NORTH
2
BOYNTON BEACH, FL 33435
OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-10-2020
2	DART COMMENTS	09-21-2020
3	DART COMMENTS	10-08-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
ARCHITECTURAL SITE PLAN
DRAWING NUMBER
AS-101

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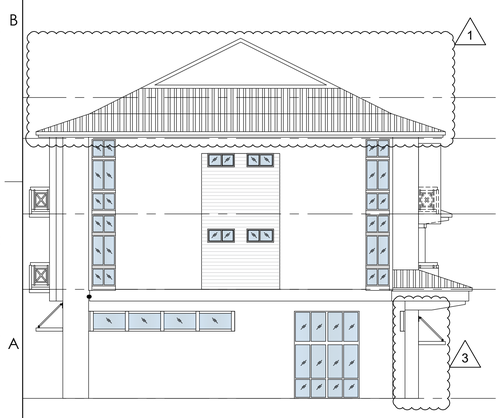
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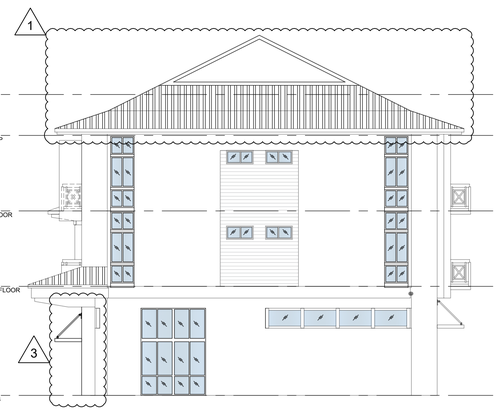
A-1 SOUTH ELEVATION
3/32" = 1'-0"



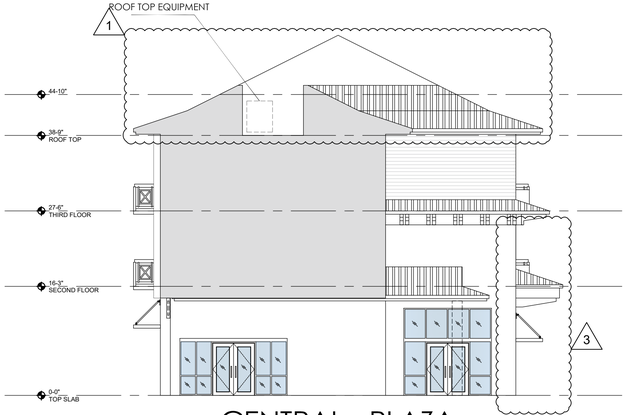
A-2 NORTH ELEVATION
3/32" = 1'-0"



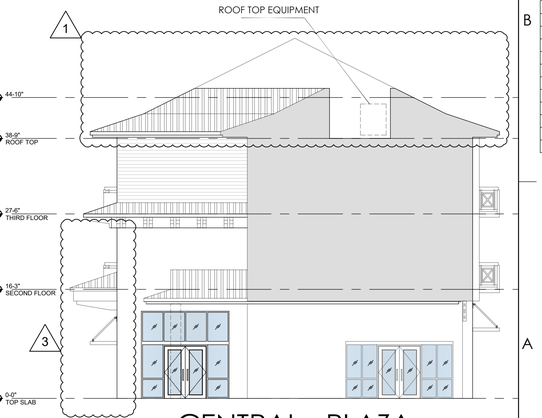
A-3 WEST ELEVATION
3/32" = 1'-0"



A-4 EAST ELEVATION
3/32" = 1'-0"



A-5 CENTRAL - PLAZA WEST ELEVATION
3/32" = 1'-0"



A-6 CENTRAL - PLAZA EAST ELEVATION
3/32" = 1'-0"

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1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
PH. 954.794.0300 FX. 954.794.0301

AA26001731
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING
NORTH
2

BOYNTON BEACH, FL 33435
OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-10-2020
2	DART COMMENTS	09-21-2020
3	DART COMMENTS	10-08-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY
CMR
CHECKED BY
BPH
DRAWING TITLE
ELEVATION PLAN

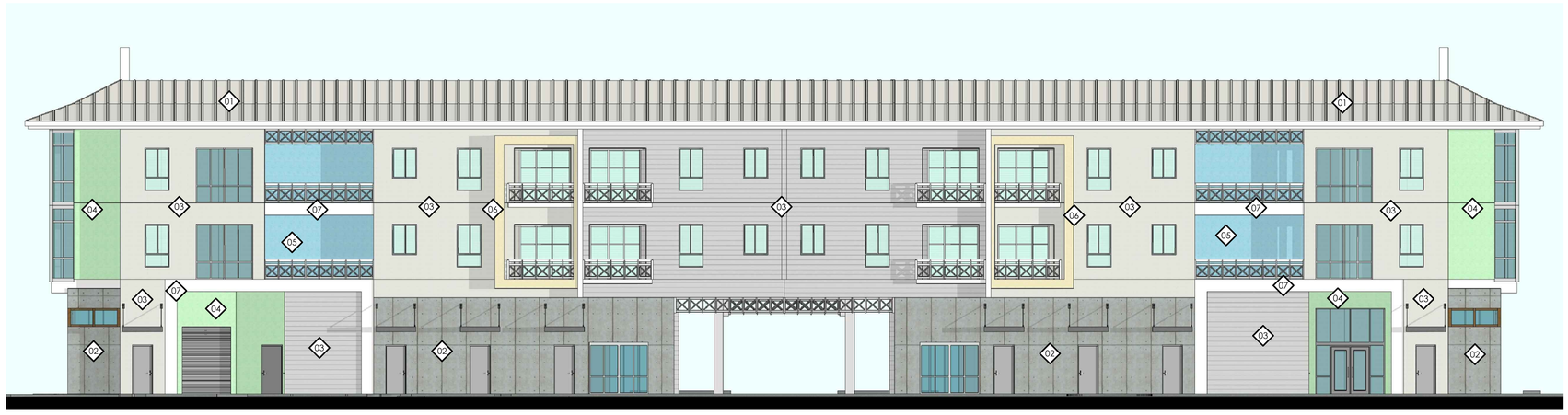
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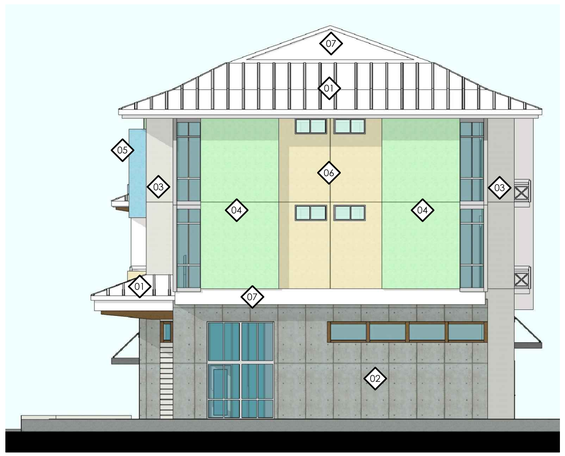
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CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.



A-1 SOUTH ELEVATION
NOT TO SCALE



A-2 NORTH ELEVATION
NOT TO SCALE



A-3 WEST ELEVATION
NOT TO SCALE



A-4 EAST ELEVATION
NOT TO SCALE

2
- 01 STANDING SEAM METAL ROOF. ON THE ROCKS (SW7671) BY SHERWIN WILLIAMS OR SIMILAR
- 02 CONCRETE PANEL

2
- 03 SCORED STUCCO & STUCCO: SPARE WHITE (SW6203) BY SHERWIN WILLIAMS OR SIMILAR
- 04 PAINT ON STUCCO: TOPIARY TINT (SW6449) BY SHERWIN WILLIAMS OR SIMILAR

2
- 05 PAINT ON STUCCO: BLUEBELL (SW6793) BY SHERWIN WILLIAMS OR SIMILAR
- 04 PAINT ON STUCCO: PINEAPPLE CREAM (SW1668) BY SHERWIN WILLIAMS OR SIMILAR
- 07 PAINT: GREEK VILLA (SW7551) BY SHERWIN WILLIAMS OR SIMILAR

A-5 MATERIAL & COLOR LEGENDS

1. ALL ROOF DRAINS: ALL INTERNAL AND DOWNSPOUTS OR RAIN WATER LEADERS WILL BE CONCEALED IN ARCHITECTURAL ELEMENTS.
2. ALL EQUIPMENT OTHER THAN FIRE APARATUS SHALL BE PAINTED TO MATCH BUILDING COLORS

A-6 MATERIAL NOTES

GHA
GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
PH. 954.794.0300 FX. 954.794.0301

AA26001731
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING
NORTH
BOYNTON BEACH, FL 33435
OWNER

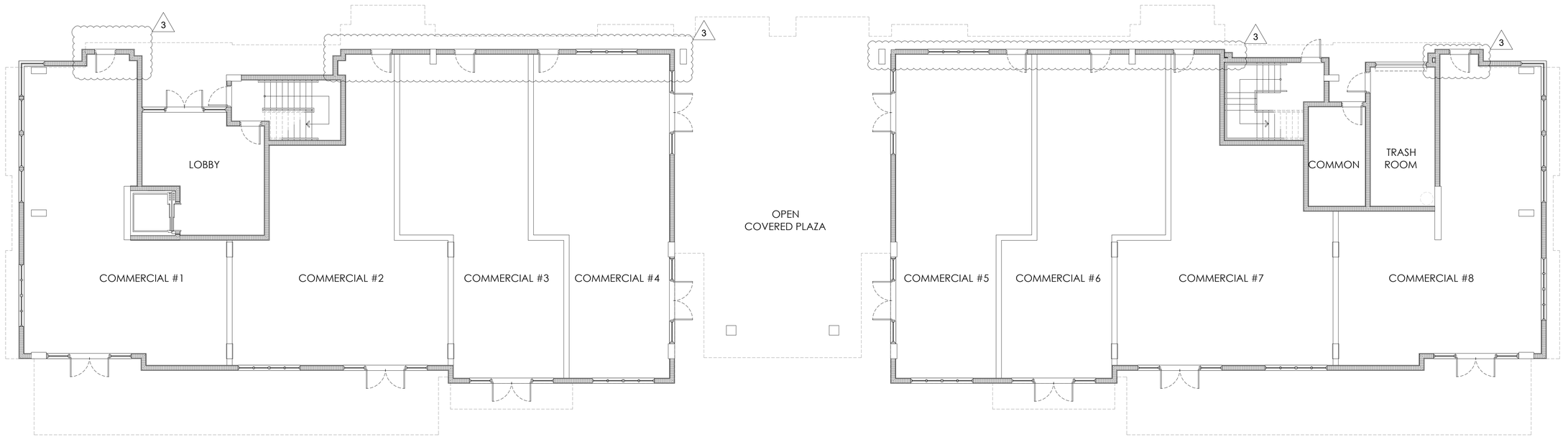
REVISIONS

No.	Description	Date
1	DART COMMENTS	09-10-2020
2	DART COMMENTS	09-21-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
COLOR ELEVATION PLANS
DRAWING NUMBER
A-202

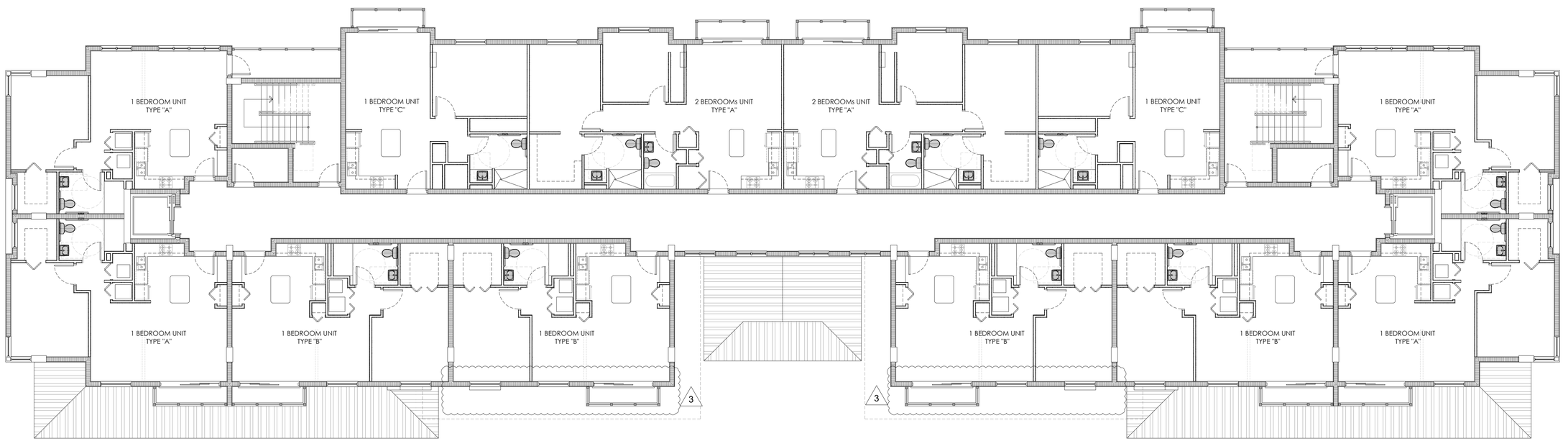
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A-1 FIRST FLOOR PLAN

1/8" = 1'-0"



A-2 SECOND FLOOR PLAN

1/8" = 1'-0"

GHA
GALLO HERBERT ARCHITECTS
131 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
PH. 954.794.0300 FX. 954.794.0301

AA26001731
SEAL
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PROJECT
WELLS LANDING
NORTH
2

BOYNTON BEACH, FL 33435
OWNER

REVISIONS

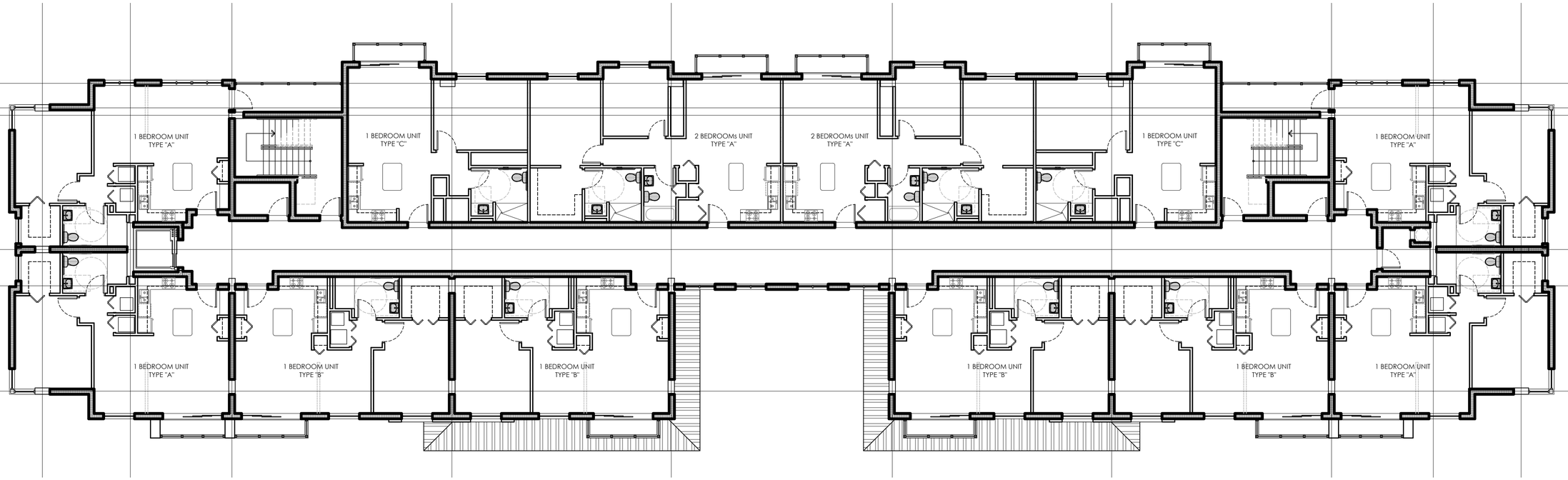
No.	Description	Date
2	DART COMMENTS	09-21-2020
3	DART COMMENTS	10-08-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
FIRST AND SECOND FLOOR PLAN
DRAWING NUMBER
A-101

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A-1 THIRD FLOOR PLAN

1/8" = 1'-0"

0 4' 8' 16'

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PH. 954.794.0300 FX. 954.794.0301

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BRIAN P. HERBERT FL AR0015474

PROJECT

WELLS LANDING
NORTH

2

BOYNTON BEACH, FL 33435

OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-21-2020

PROJECT STATUS

DESIGN DEVELOPMENT

DATE

2020-06-09

PROJECT NUMBER

74-2018

SCALE

AS SHOWN

DRAWN BY: CMR

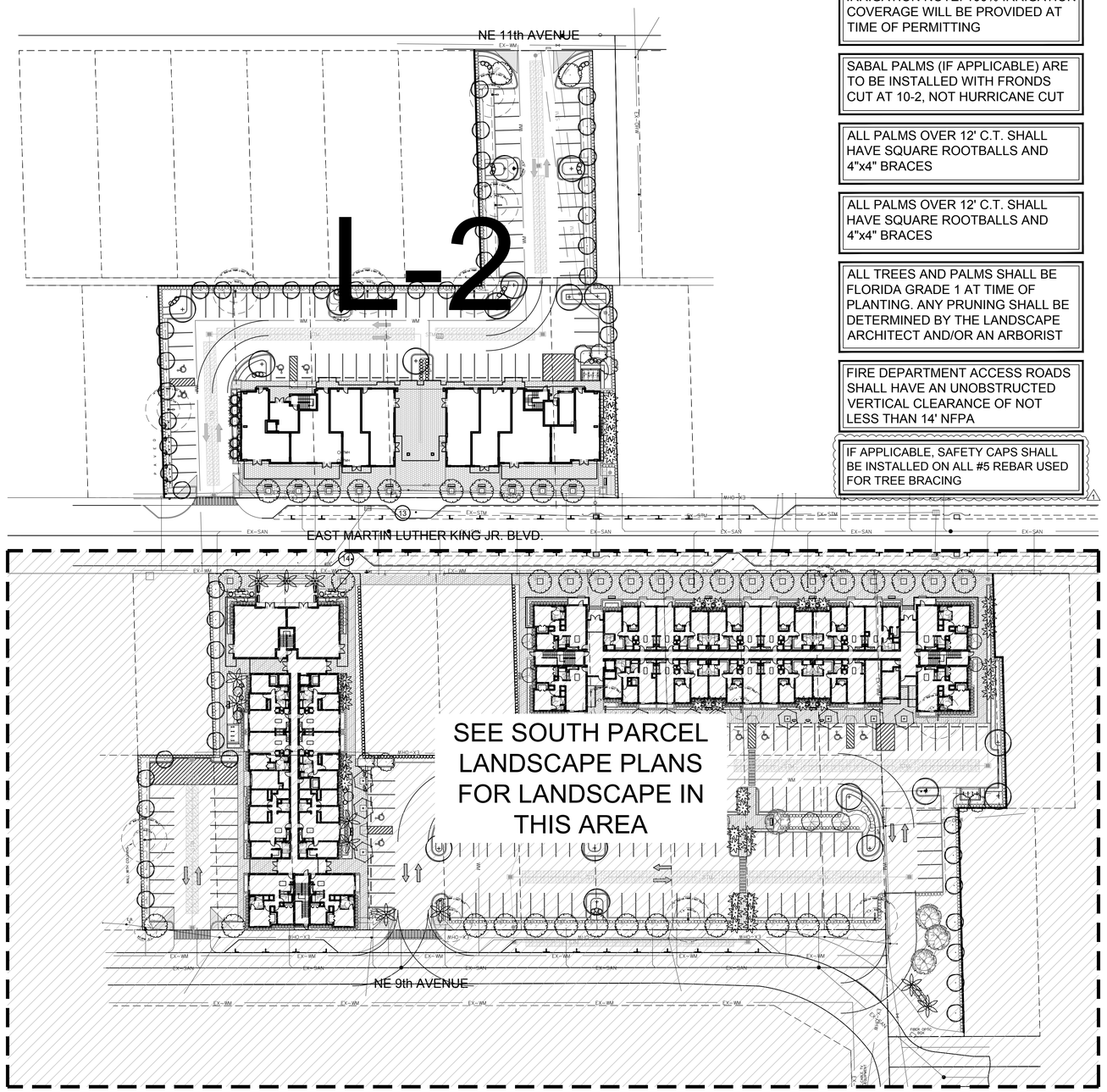
CHECKED BY: BPH

DRAWING TITLE

THIRD FLOOR PLAN

DRAWING NUMBER

A-102



IRRIGATION NOTE: 100% IRRIGATION COVERAGE WILL BE PROVIDED AT TIME OF PERMITTING

SABAL PALMS (IF APPLICABLE) ARE TO BE INSTALLED WITH FRONDS CUT AT 10-2, NOT HURRICANE CUT

ALL PALMS OVER 12' C.T. SHALL HAVE SQUARE ROOTBALLS AND 4"x4" BRACES

ALL PALMS OVER 12' C.T. SHALL HAVE SQUARE ROOTBALLS AND 4"x4" BRACES

ALL TREES AND PALMS SHALL BE FLORIDA GRADE 1 AT TIME OF PLANTING. ANY PRUNING SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT AND/OR AN ARBORIST

FIRE DEPARTMENT ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 14' NFPA

IF APPLICABLE, SAFETY CAPS SHALL BE INSTALLED ON ALL #5 REBAR USED FOR TREE BRACING

LANDSCAPE LEGEND - COMMERCIAL (NORTH)

ZONE DISTRICT: C-2

Gross Land: 55,183 (s.f.) Net Land: 1.27 acres Water Bodies: 0

	REQ.	PROV.
PERIMETER BUFFER Requirements: North (Single Family)	(287 L.F.)	(287 L.F.)
(1) 14' ht. tree for every 20 l.f.	15	15
(1) 36" ht. shrub for every 3 l.f.	96	117
PERIMETER BUFFER Requirements: East (Single Family)	(295 L.F.)	(295 L.F.)
(1) 14' ht. tree for every 20 l.f.	15	15
(1) 36" ht. shrub for every 3 l.f.	98	103
PERIMETER BUFFER Requirements: West (Single Family)	(295 L.F.)	(295 L.F.)
(1) 14' ht. tree for every 20 l.f.	15	15
(1) 36" ht. shrub for every 3 l.f.	98	133
STREET TREES (South - East MLK Blvd.): 300 l.f. (1 tree / 20 l.f.)	15	15
TOTAL NUMBER OF TREES (ALL PALMS IN 3:1 RATIO)	60	63
TOTAL NUMBER OF SHRUBS, GROUNDCOVERS	292	1,363
5% OF SHRUBS SHALL BE BUTTERFLY-ATTRACTIVE	15	219

Note: All pervious areas must be landscaped with lawn, groundcover, and/or shrubbery.

* IRRIGATION SHALL BE PROVIDED AT TIME OF PERMIT
* ALL PARKING ISLANDS SHALL BE LANDSCAPED WITH GROUNDCOVER MATERIAL

LANDSCAPE LIST - NORTH PARCEL

TREES

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
	12	*Quercus virginiana 'High Rise'	14' HT. X 6' SPR. 4" DBH.
		LIVE OAK "HIGH RISE"	F.G.
+	10	*Bursera simaruba	14' HT. X 6' SPR. 4" DBH.
		GUMBO LIMBO	F.G., "CHARACTER" SPECIMEN
	31	*Coccoloba diversiflora	14' HT. X 6' SPR. 4" DBH.
		PIGEON PLUM	F.G.
	3	Tabebuia heterophylla	10' HT. X 5 SPR., 2" DBH.
		PINK TRUMPET TREE	F.G.
	5	Elaeocarpus decipiens	12'-14' O.A. HT.
		JAPANESE BLUEBERRY	F.G., TOPIARY
	6	Ptychosperma elegans 'single'	20' O.A. HT., SINGLE
		SINGLE ALEXANDER PALMS	F.G.

SHRUBS AND GROUNDCOVERS

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
AC	32	Asclepias curassavica *[BUTTERFLY ATTRACTIVE]*	24" HT. X 24" SPR. / 24" O.C.
		MILKWEED	3 GAL.
CG2	14	*Clusia guttifera	36" HT. X 24" SPR. / 24" O.C.
		SMALL LEAF CLUSIA	7 GAL.
CV	27	Codieaum variegatum 'Mammey'	18" HT. X 18" SPR. / 18" O.C.
		RED - YELLOW CROTON	3 GAL.
DE	172	Duranta erecta 'Gold Mound' *[BUTTERFLY ATTRACTIVE]*	18" HT. X 18" SPR. / 18" O.C.
		GOLD MOUND DURANTA	3 GAL.
FM	635	Ficus microcarpa 'Green Island'	15" HT. X 15" SPR. / 18" O.C.
		GREEN ISLAND FICUS	3 GAL.
HP	15	Hamelia patens 'compact' *[BUTTERFLY ATTRACTIVE]*	24" HT. X 24" SPR. / 24" O.C.
		DWARF FIREBUSH	3 GAL.
IT	347	Ixora taiwanese 'Dwarf'	18" HT. X 18" SPR. / 18" O.C.
		DWARF IXORA	3 GAL.
JV	154	Jasmine volubile	24" HT. X 24" SPR. / 24" O.C.
		WAX JASMINE	3 GAL.
MC	167	*Muhlenbergia capillaris	24" HT. X 24" SPR. / 30" O.C.
		PINK MUHLY GRASS	3 GAL.
PM	435	Podocarpus macrophyllus	36" HT. X 24" SPR. / 24" O.C.
		PODOCARPUS	7 GAL.
LAWN	As Required	Stenotaphrum secundatum 'Floratam'	SOLID EVEN SOD
		ST. AUGUSTINE GRASS	

* DENOTES NATIVE SPECIES

SHEET INDEX:

L-1 INDEX
L-2 LANDSCAPE PLAN
L-3 LANDSCAPE DETAILS

KEY PLAN

Scale: 1" = 40'-0"

NORTH

WITKIN HULTS + PARTNERS
307 south 21st avenue hollywood, florida
phone: 954.923.3689 facsimile: 954.923.3689
www.witkindesign.com

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Project: WELLS LANDING - NORTH
BOYNTON BEACH, FL
INDEX

Revisions:	Date:	By:
1) DART Comments / Site Plan	09.24.2020	LDC

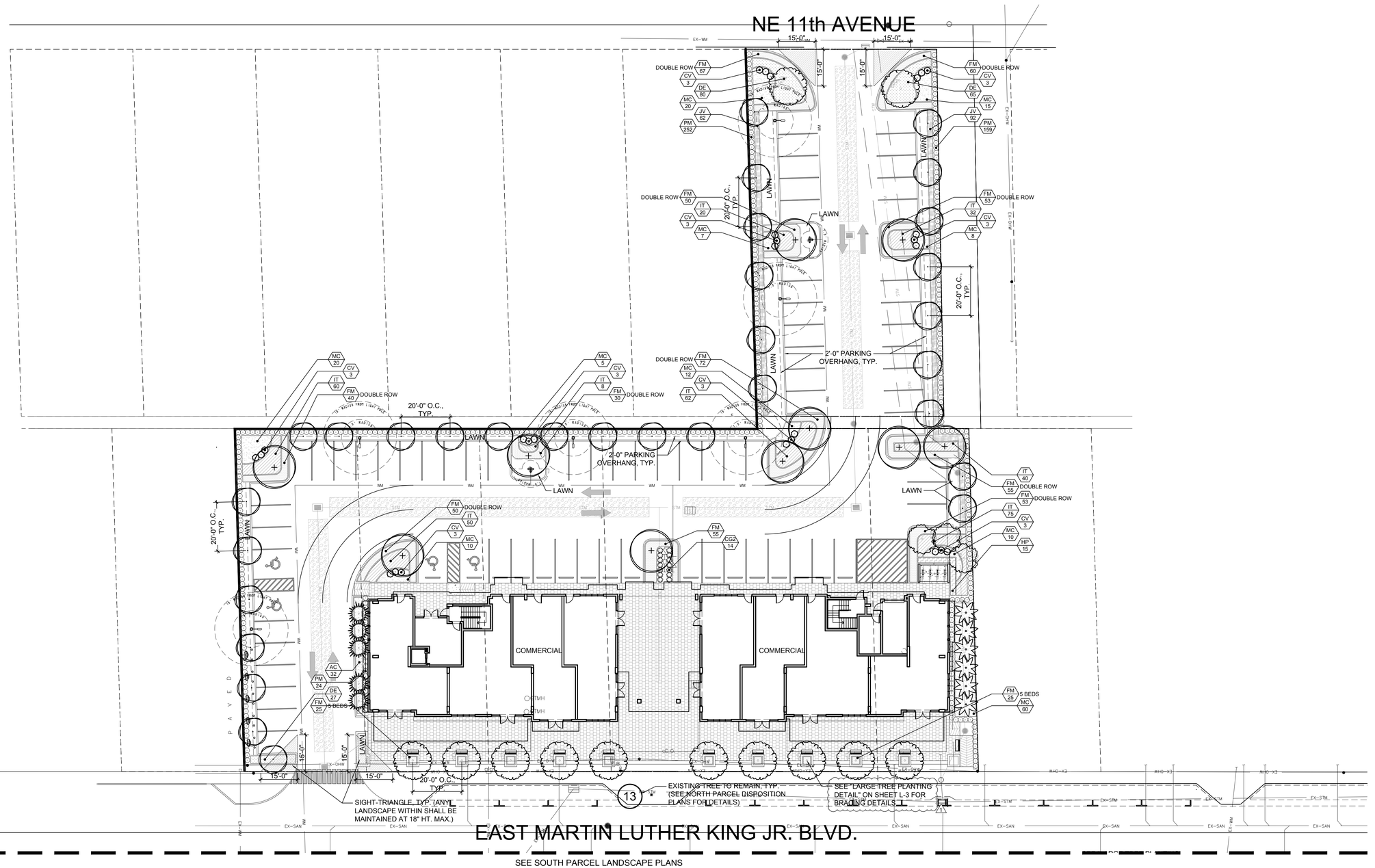
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Lic. # LA0000889
Member: A.S.L.A.

Drawing: Index
Date: 06/17/2020
Scale: See Left
Drawn by: LDC
Sheet No.:

L-1

Cad Id.: 2020-021



LANDSCAPE PLAN

Scale: 1" = 20'-0"

NORTH

WITKIN HULTS + PARTNERS
307 south 21st avenue hollywood, florida
phone: 954.923.3683 facsimile: 954.923.3689
www.witkindesign.com

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Project:
WELLS LANDING - NORTH
BOYNTON BEACH, FL
LANDSCAPE PLAN

Revisions:	Date:	By:
1) DART Comments / Site Plan	09.24.2020	LDC

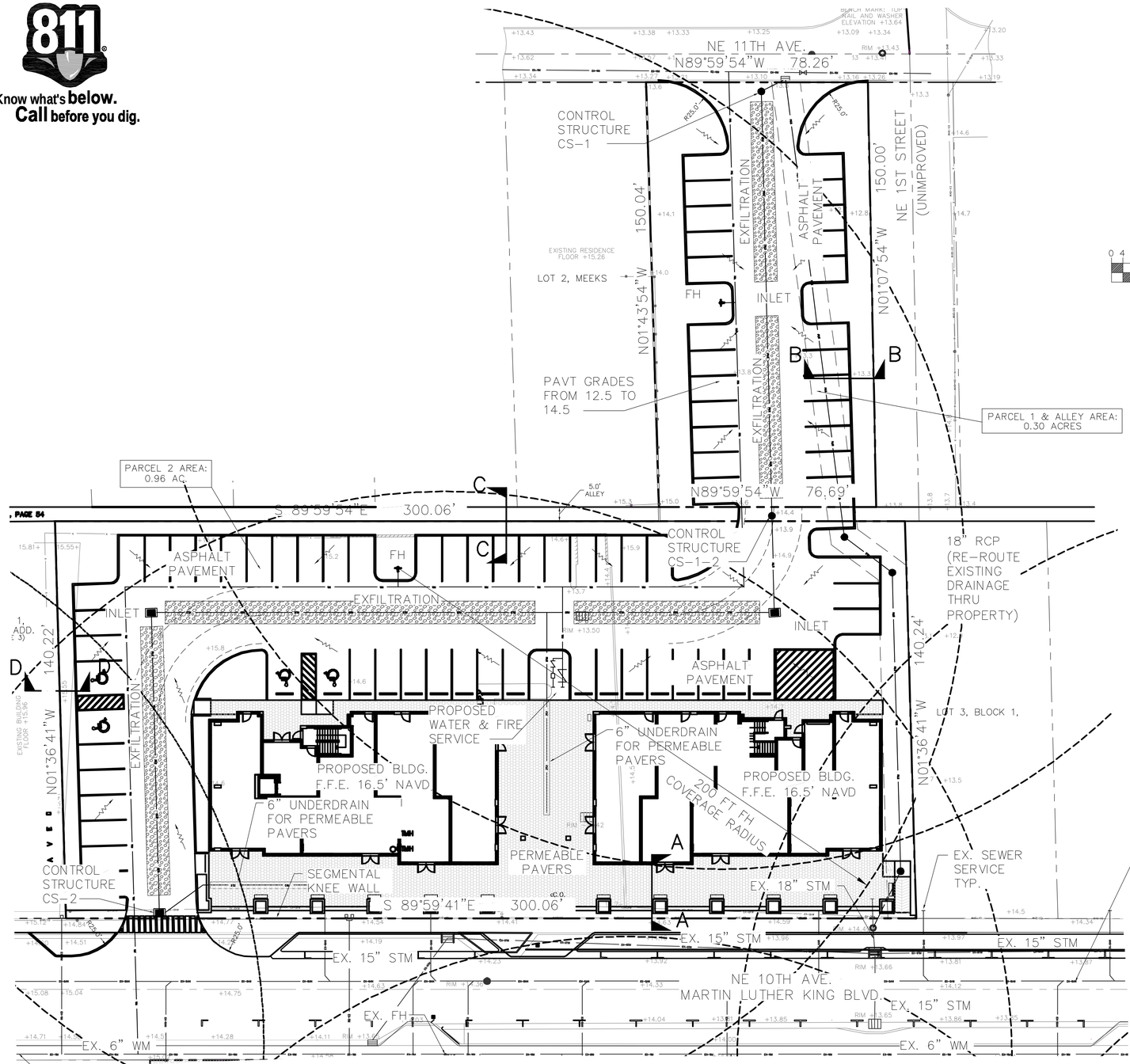
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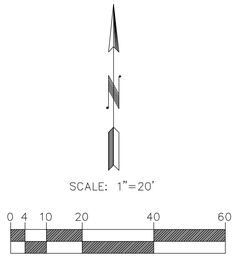
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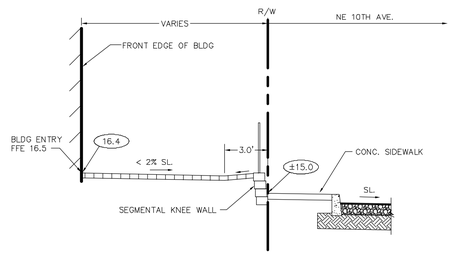
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Date: 06/17/2020
Scale: See Left
Drawn by: LDC
Sheet No.:
L-2
Cad Id.: 2020-021

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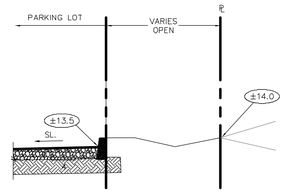
Know what's below.
Call before you dig.



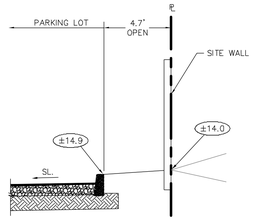




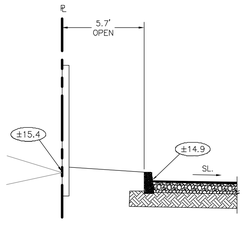
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SCALE: 1"=5'



SECTION B–B
SCALE: 1"=5'



SECTION C–C
SCALE: 1"=5'



SECTION D–D
SCALE: 1"=5'

SMILEY & ASSOCIATES, INC.
1928 COMMERCE LANE, SUITE 2, JUPITER, FLORIDA 33458
561-747-8335 • msmiley@smiley-associates.com
www.smiley-associates.com
EB # 8613

REV.	DESCRIPTION	APRV	DATE

REVISION NOTES

WELLS LANDING NORTH
FOR
CENTENNIAL MANAGEMENT CORP.
BOYNTON BEACH, FLORIDA

PRELIMINARY ENGINEERING PLAN

DATE 4/4/17	
DRT	DRT
DSG	MS
CHK	MS
CADDWG WELLS	

MARK C. SMILEY LICENSE NO. 54864 STATE OF FLORIDA PROFESSIONAL ENGINEER 10/12/20

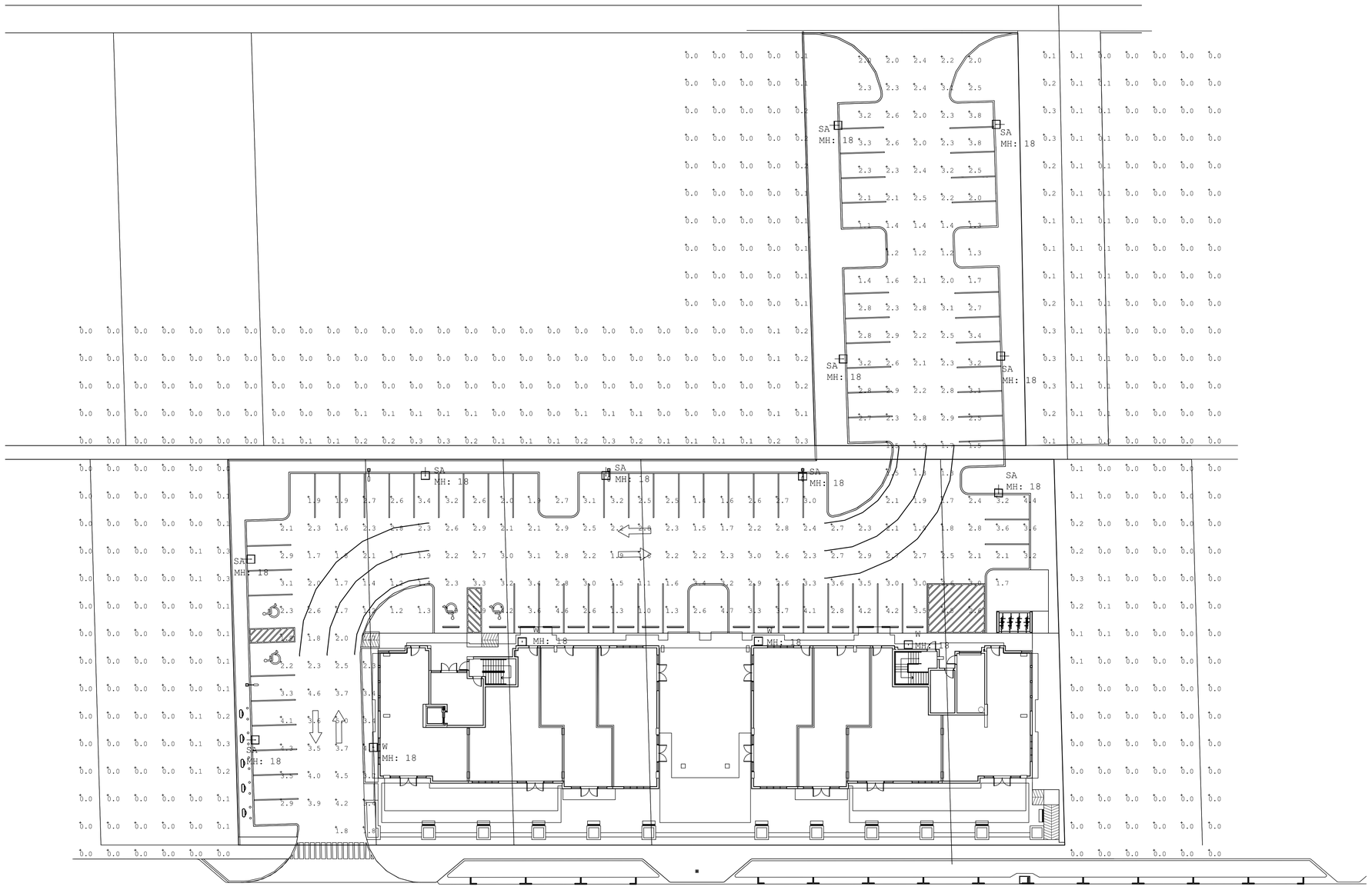
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SHEET TYPE

SHEET 1 OF 1

JOB # 20-006

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SITE PHOTOMETRICS PLAN - NORTH

1" = 20'-0"

0 10' 20' 40'

Luminaire Schedule					
Symbol	Qty	Label	Arrangement	LLF	Description
-	4	W	SINGLE	0.900	Cree Lighting OSQ-A-XX-4ME-B-30K-UL-XX / OSQ-BLSMF / Wall Mount
-|	10	SA	SINGLE	0.900	Cree Lighting OSQ-A-XX-4ME-B-30K-UL-XX / OSQ-BLSMF

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Illuminance	Fc	2.55	5.0	1.0	2.55	5.00
Spill	Illuminance	Fc	0.04	0.3	0.0	N.A.	N.A.

1 REVISED ENTIRE SHEET

B&K PROJECT#: 2020-0096

08/14/2020
DATE

B&K Engineering Group
3601 NW 2ND AVE
BOCA RATON, FL 33431
MECH DEPT:
TEL:561-716-7120
ELEC DEPT:
TEL:954-644-9612
CERTIFICATION OF AUTHORIZATION NO. 31989
PM:SK

PRIOR TO SUBMITTING THE BID, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND INFORM THE ARCHITECT AND THE ENGINEER OF ANY DISCREPANCY BETWEEN THESE DOCUMENTS AND THE EXISTING CONDITIONS AND SHALL INCLUDE IN THE BID TO CORRECT THE SAME AS DIRECTED. THE ENGINEERS ARE NOT RESPONSIBLE FOR ANY ADDITIONAL COSTS RESULTING FROM VERIFIABLE EXISTING CONDITIONS DISCOVERED AFTER CONTRACT HAS BEEN AWARDED. NO CHANGES SHALL BE MADE TO THESE PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER OF RECORD. ALL CHANGES SHALL BE SUBMITTED FOR REVIEW PRIOR TO INSTALLATION. NOT FOR BID UNTIL PERMIT HAS BEEN ISSUED.

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PROJECT

MARTIN LUTHER KING COMMUNITY NORTH

BOYNTON BEACH, FL 33435

OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	2020-09-09

PROJECT STATUS

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AS SHOWN

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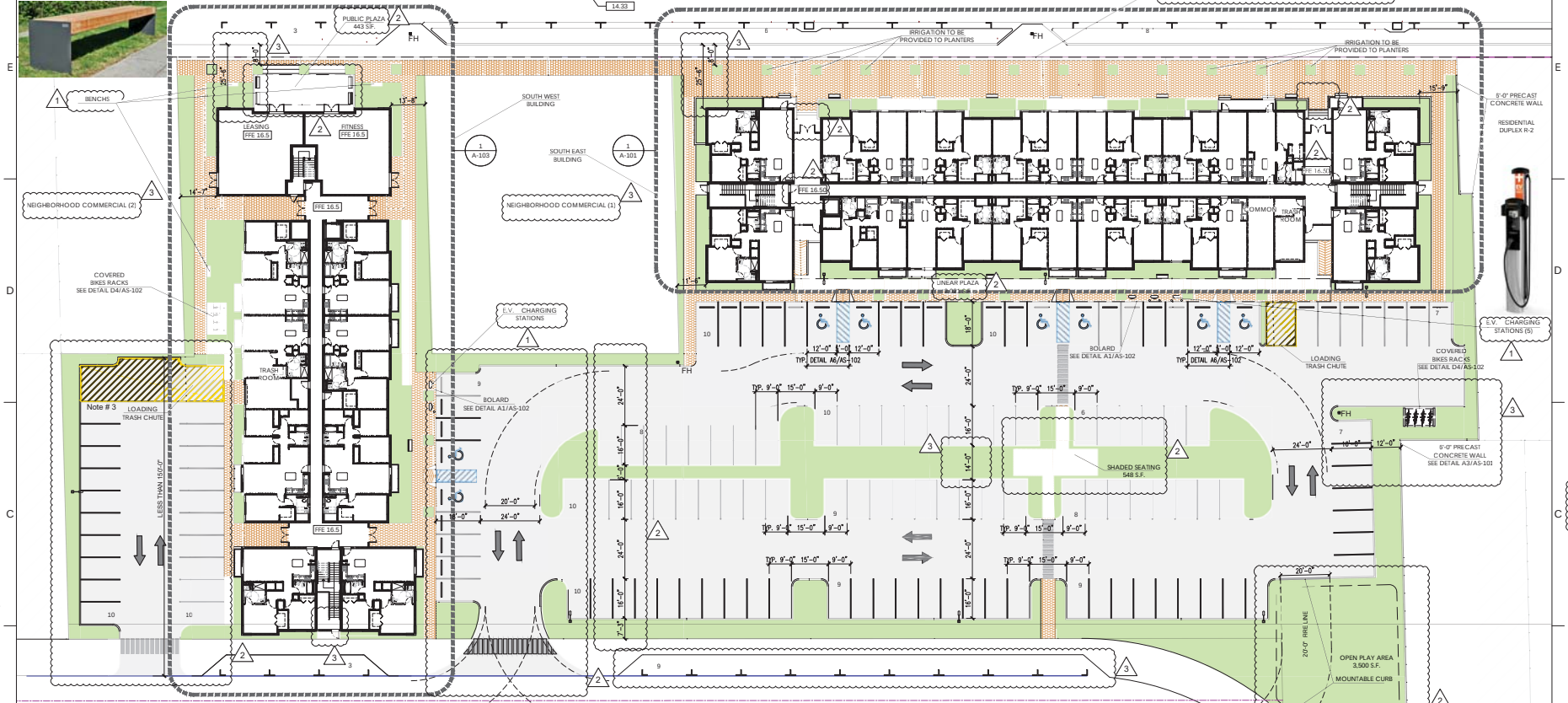
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SITE PHOTOMETRICS PLAN NORTH

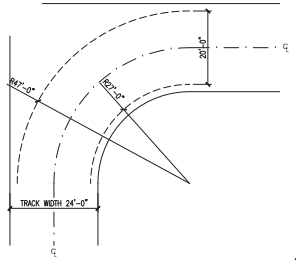
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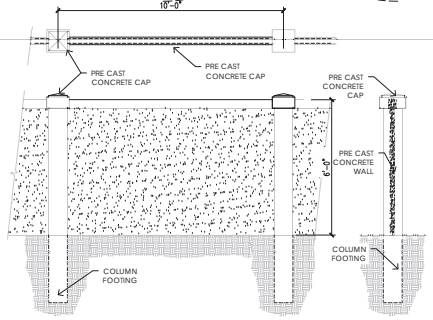
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A-1 ARCHITECTURAL SITE PLAN
1" = 20'-0"



A-2 TURNING RADIO DETAIL
1/16" = 1'-0"

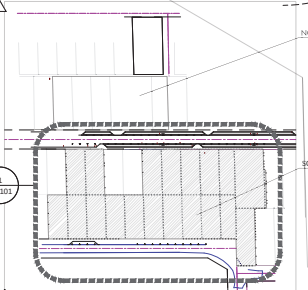


A3 PRE-CAST SITE WALL DETAIL
NOT TO SCALE

BOYNTON BEACH, FLORIDA - CODE OF ORDINANCES				
ZONING DISTRICT		PALM BEACH - MU-2		
SUBDISTRICT				
LAND USE		RESIDENTIAL (R-2)		
		PERMITTED	PROVIDED	COMPLIES
GROSS SITE AREA		2.69 AC	117,433 SF	YES
LOT FRONTAGE		100 FT MIN	417 FT	YES
BLDG HEIGHT		MAX 65'	51'-1"	YES
FLOOR AREA RATIO		3.0	1.02	YES
BUILDING AREA			120,647.27	
MAXIMUM ALLOWABLE 40 DU DENSITY		107.60	100.00	YES
BUILDING SETBACK				
M.L.K. - RESIDENTIAL	SIDEWALK	8 FT.	25.5 FT.	YES
	TREE AREA	5'		
	ACTIVE AREA	5'		
COMMERCIAL (1) C-2	EAST	0 FT.	11.55 FT.	YES
	WEST	0 FT.	13.60 FT.	YES
COMMERCIAL (2) C-2	WEST	0 FT.	14.58 FT.	YES
EAST SIDE RESIDENTIAL (DUPLEX R-2)		0 FT.	15.75 FT.	YES

PARKING CALCULATIONS:				
TYPE OF UNITS		# OF UNITS	FACTOR	TOTAL REQ'D
ONE BEDROOM		4	1.5	6
TWO BEDROOM		72	2	144
THREE BEDROOM		24	2	48
GUEST PARKING		100	0.15	15
TOTAL PARKING REQ'D				213
PARKING REDUCTION *			22%	47
TOTAL # OF UNITS & PARKING PROV'D		171 SPACES PROVIDED		166
OFF-STREET PARKING SPACES				142
ON-STREET PARKING SPACES				29
TOTAL PARKING PROVIDED				**171**

* SEE REDUCTION STUDY PARKING



A-4 KEY PLAN
NOT TO SCALE

NOTES:
1- SITE PLAN SHALL MEET CPTD DESIGN STANDARDS
2- BUILDING TO BE FULLY SPRINKLERED
3- DEVELOPER TO EXPLORE CROSS ACCES EASEMENT W/ CVS SITE
4- ALL PORTION OF BLDG AREA WITH 450 OF F.D. ACCESS PER NFPA 1-18.2.3.2.2

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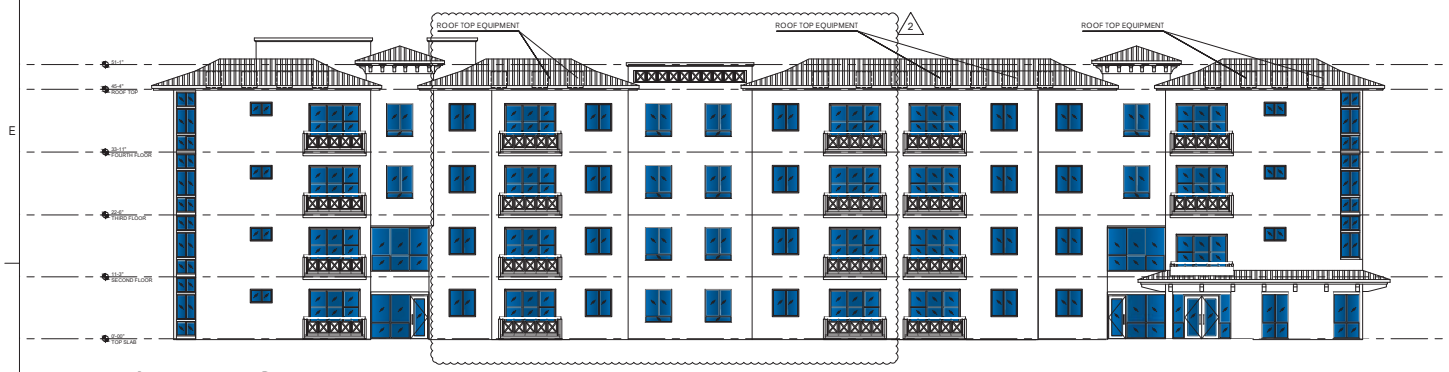
PROJECT
WELLS LANDING SOUTH

BOYNTON BEACH, FL 33435
OWNER

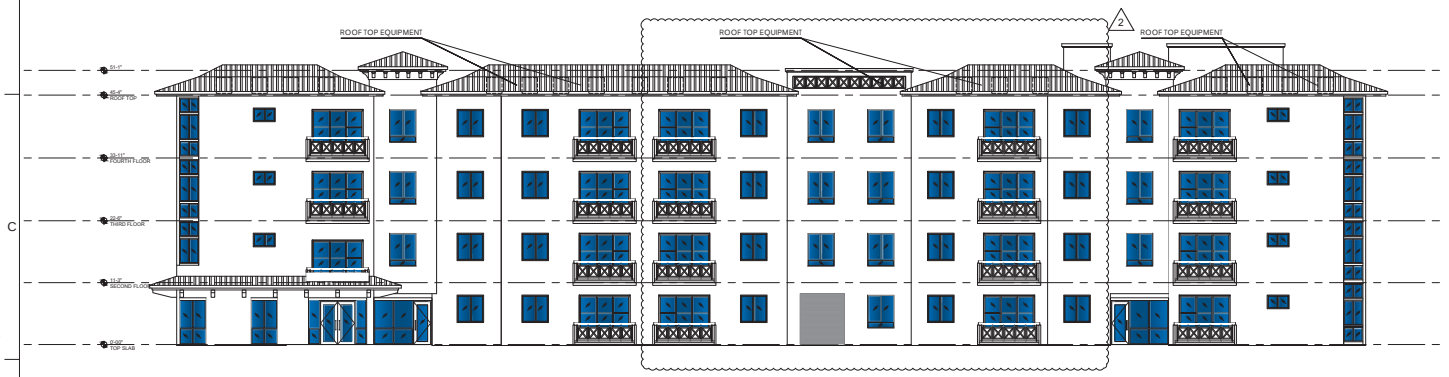
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No.	Description	Date
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2	DART COMMENTS	09-21-2020
3	DART COMMENTS	10-08-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
ARCHITECTURAL SITE PLAN SOUTH PARCEL
DRAWING NUMBER
AS-101

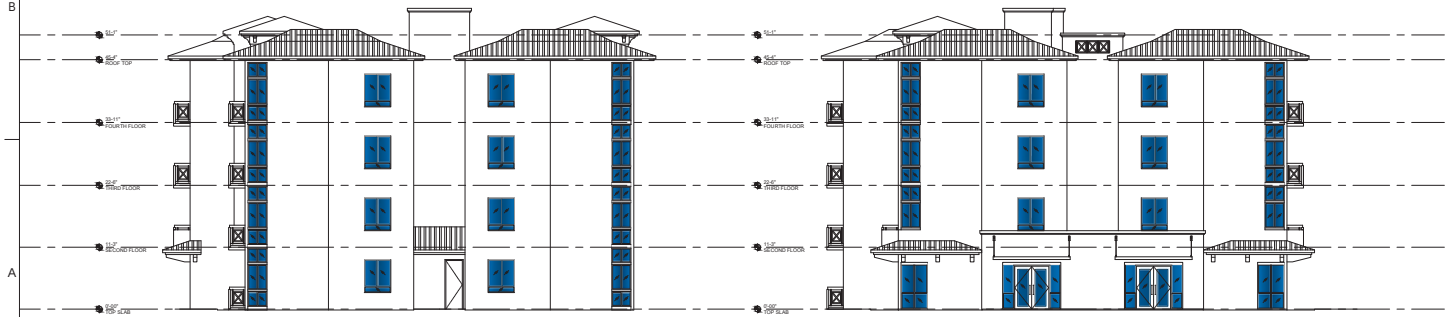
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A-1 EAST ELEVATION
3/32" = 1'-0"



A-2 WEST ELEVATION
3/32" = 1'-0"



A-3 SOUTH ELEVATION
3/32" = 1'-0"

A-4 NORTH ELEVATION
3/32" = 1'-0"

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AA26001721
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING SOUTH
2

BOYNTON BEACH, FL 33435
OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-21-2020

PROJECT STATUS
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DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
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DRAWING TITLE
ELEVATION PLAN SOUTH WEST BLDG.
DRAWING NUMBER
A-203

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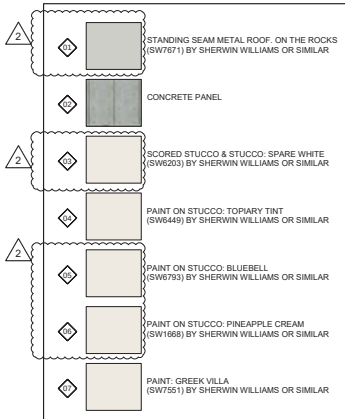
A-2 WEST ELEVATION
3/32" = 1'-0"



A-3 SOUTH ELEVATION
3/32" = 1'-0"



A-4 NORTH ELEVATION
3/32" = 1'-0"



A-5 MATERIAL & COLOR LEGENDS

1. ALL ROOF DRAINS: ALL INTERNAL AND DOWNSPOUTS OR RAIN WATER LEADERS WILL BE CONCEALED IN ARCHITECTURAL ELEMENTS.
2. ALL EQUIPMENT OTHER THAN FIRE APARATUS SHALL BE PAINTED TO MATCH BUILDING COLORS

A-6 MATERIAL NOTES

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BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING SOUTH
2

BOYNTON BEACH, FL 33435
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REVISIONS

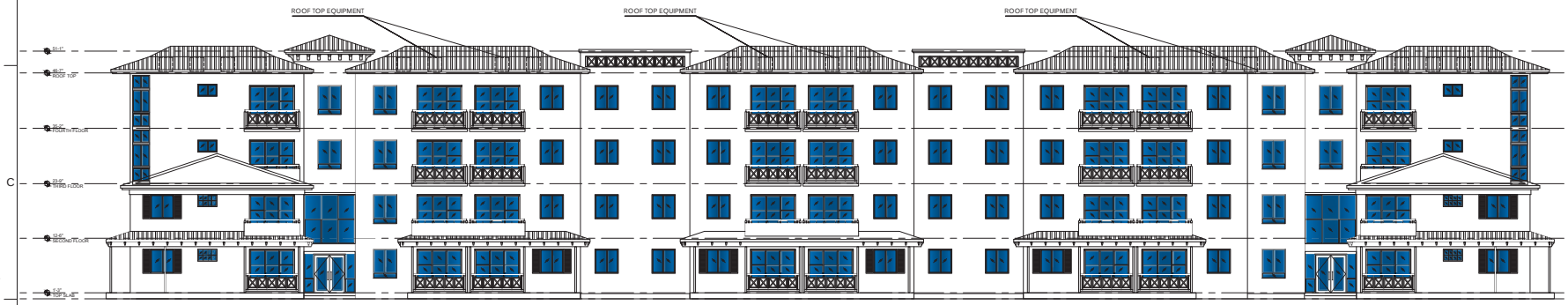
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DRAWING TITLE
1
COLOR ELEVATION PLANS SOUTH WEST BLDG.
DRAWING NUMBER
A-204

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A-1 SOUTH ELEVATION
3/32" = 1'-0"



A-2 NORTH ELEVATION
3/32" = 1'-0"



A-3 WEST ELEVATION
3/32" = 1'-0"



A-4 EAST ELEVATION
3/32" = 1'-0"

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AA26001721

SEAL

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BRIAN P. HERBERT FL AR0015474

PROJECT

WELLS LANDING
SOUTH

2

BOYNTON BEACH, FL 33435

OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-21-2020

PROJECT STATUS
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DATE
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PROJECT NUMBER
74-2018

SCALE
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DRAWING TITLE
ELEVATION PLAN
SOUTH EAST BLDG.

DRAWING NUMBER
A-201

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A-1 SOUTH ELEVATION
NOT TO SCALE



A-2 NORTH ELEVATION
NOT TO SCALE



A-3 WEST ELEVATION
NOT TO SCALE



A-4 EAST ELEVATION
NOT TO SCALE

2 / 01	STANDING SEAM METAL ROOF. ON THE ROCKS (SW7671) BY SHERWIN WILLIAMS OR SIMILAR
2 / 02	SCORED STUCCO & STUCCO: SPARE WHITE (SW6203) BY SHERWIN WILLIAMS OR SIMILAR
03	PAINT ON STUCCO: TOPIARY TINT (SW6449) BY SHERWIN WILLIAMS OR SIMILAR
2 / 04	PAINT ON STUCCO: BLUEBELL (SW6793) BY SHERWIN WILLIAMS OR SIMILAR
05	PAINT ON STUCCO: PINEAPPLE CREAM (SW1668) BY SHERWIN WILLIAMS OR SIMILAR
06	PAINT: GREEK VILLA (SW7551) BY SHERWIN WILLIAMS OR SIMILAR

A-5 MATERIAL & COLOR LEGENDS

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2. ALL EQUIPMENT OTHER THAN FIRE APARATUS SHALL BE PAINTED TO MATCH BUILDING COLORS

A-6 MATERIAL NOTES

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PROJECT
WELLS LANDING SOUTH
2

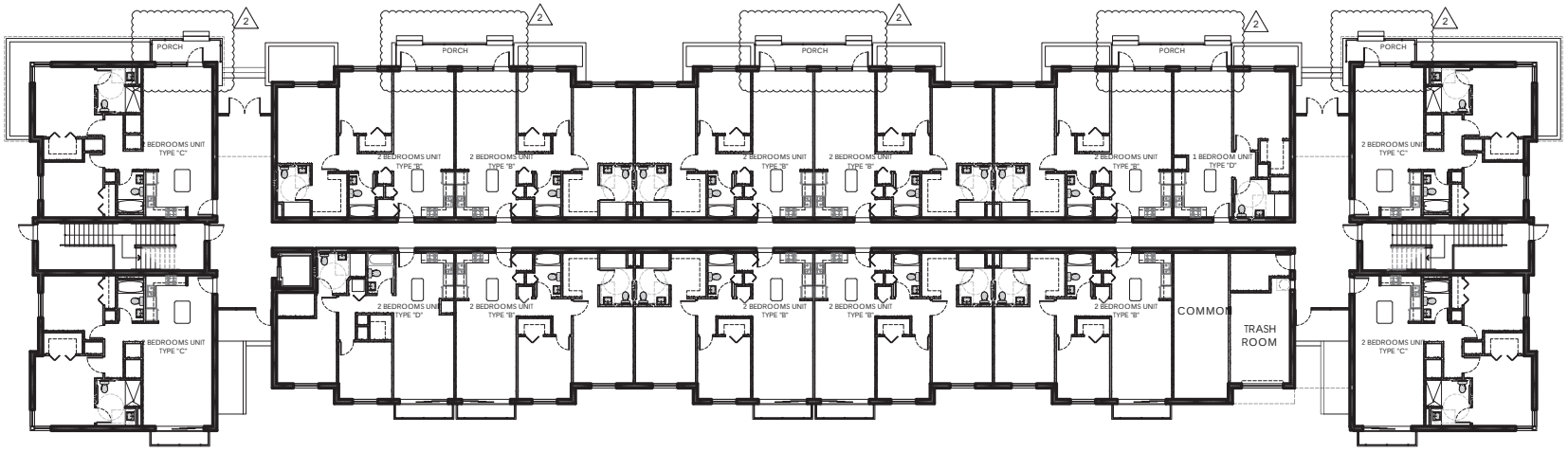
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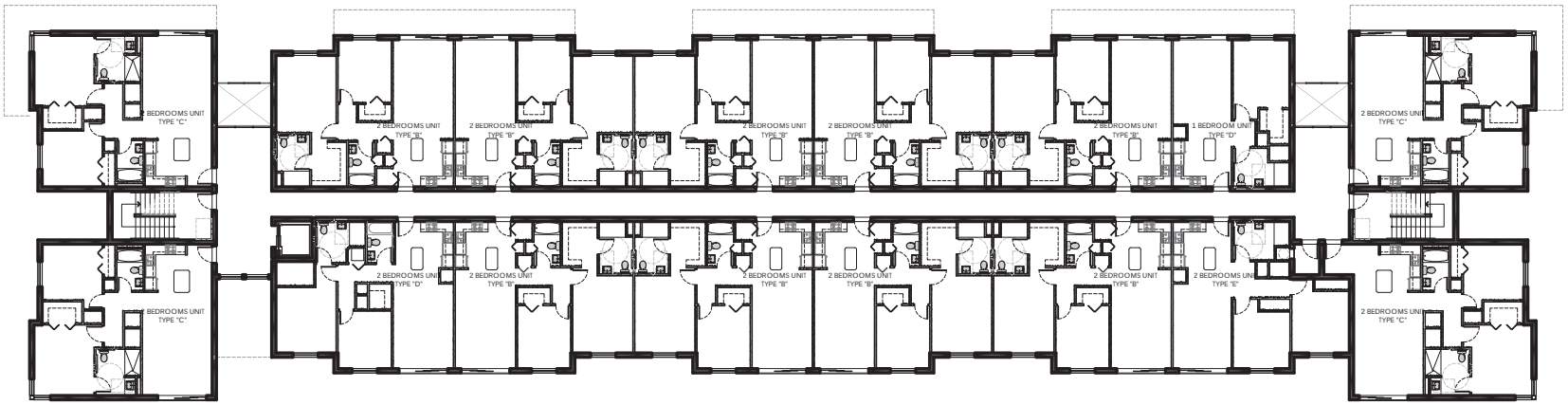
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2020-06-09
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74-2018
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DRAWING TITLE
1
COLOR ELEVATION PLANS SOUTH EAST BLDG.
DRAWING NUMBER
A-202

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A-1 FIRST FLOOR PLAN
3/32" = 1'-0"



A-2 SECOND FLOOR PLAN
3/32" = 1'-0"

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PROJECT
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2

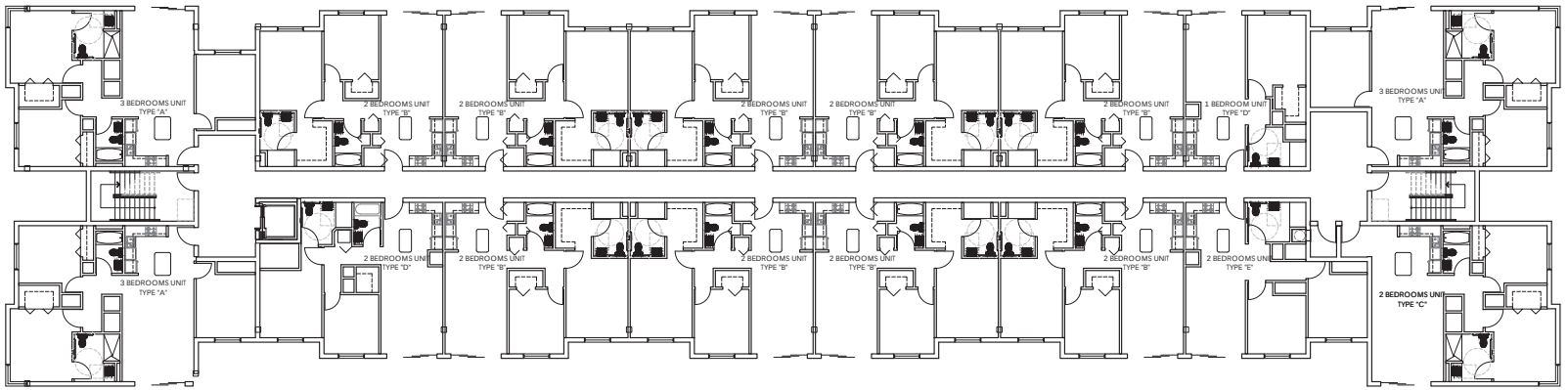
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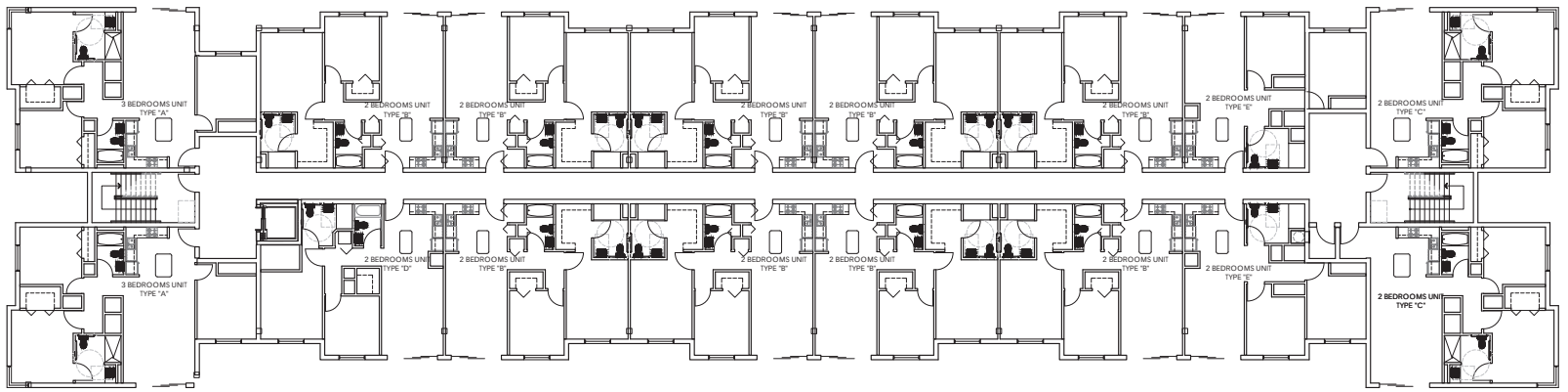
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FIRST AND SECOND FLOOR PLAN SOUTH EAST BLDG.
DRAWING NUMBER
A-101

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A-1 THIRD FLOOR PLAN
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A-2 FOURTH FLOOR PLAN
3/32" = 1'-0"

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PROJECT
WELLS LANDING SOUTH
2

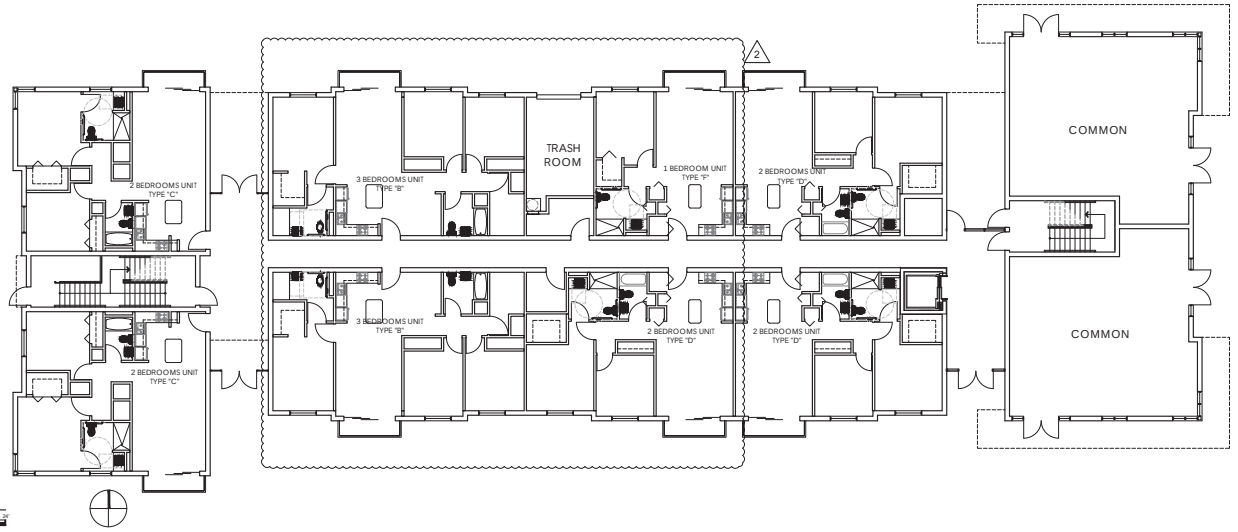
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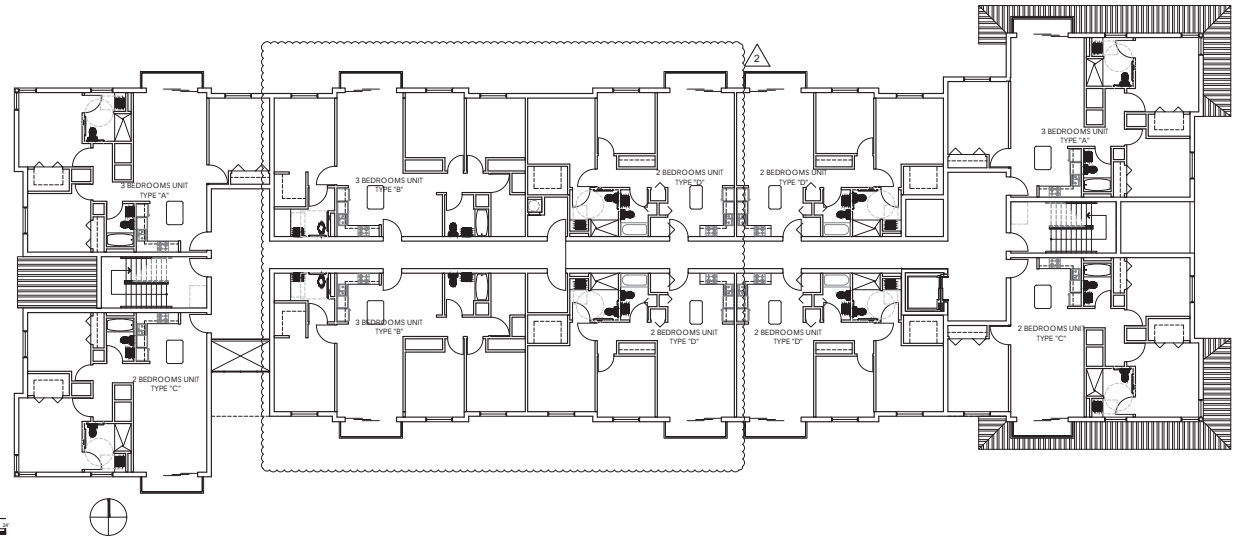
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DRAWING TITLE
THIRD & FOURTH FLOOR PLAN SOUTH EAST BLDG.
DRAWING NUMBER
A-102

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3/32" = 1'-0"

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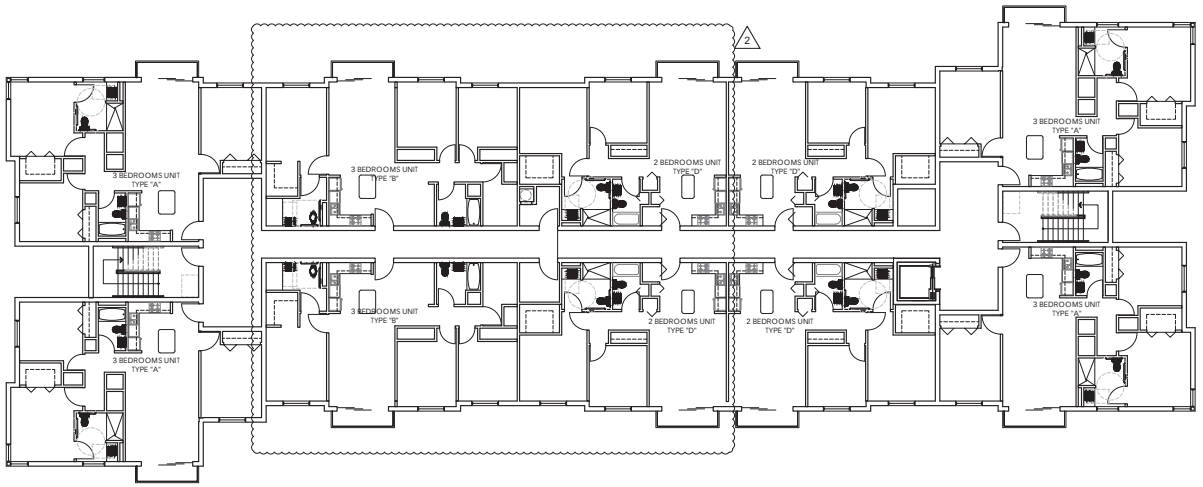
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FIRST & SECOND FLOOR PLAN SOUTH WEST BLDG.
DRAWING NUMBER
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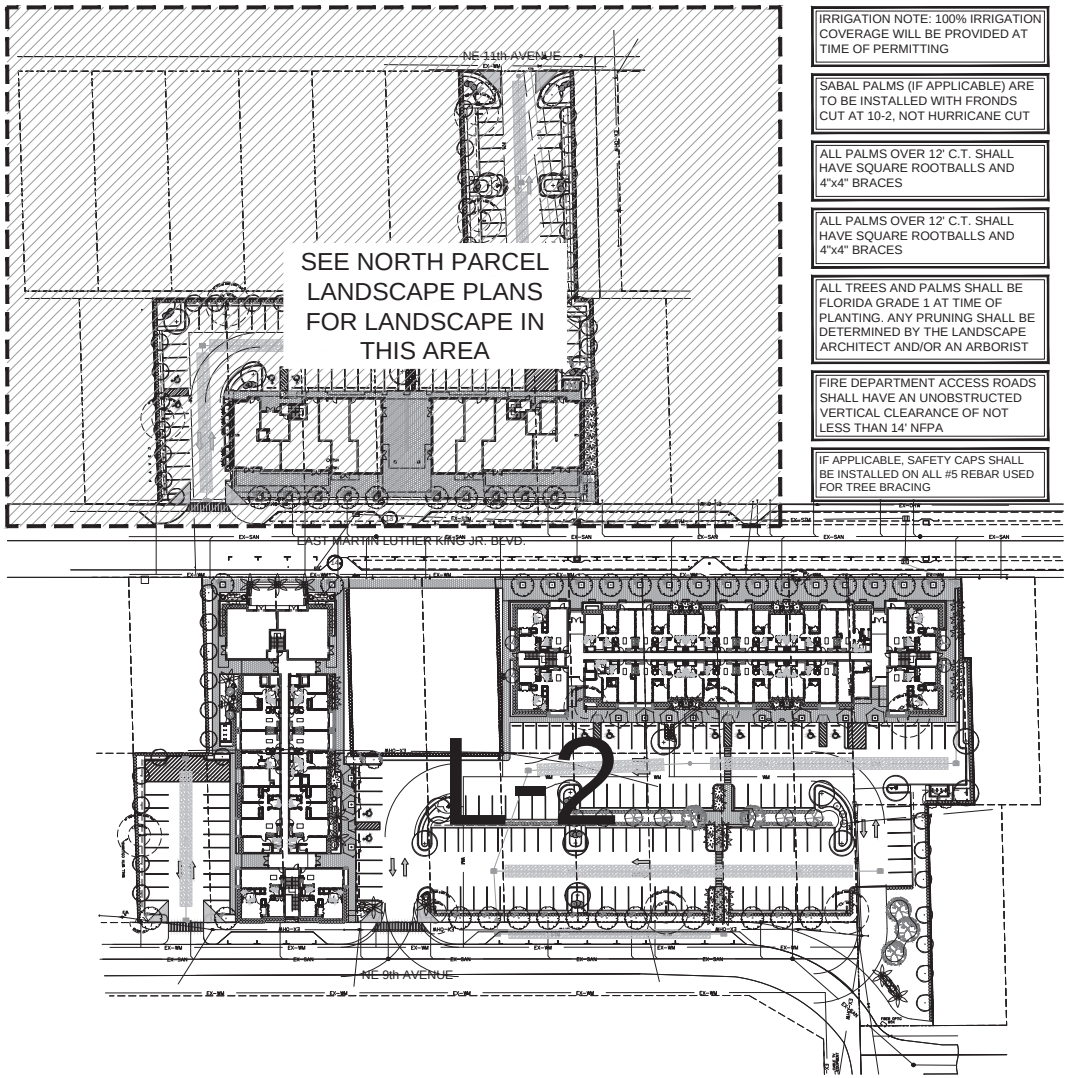
PROJECT
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BOYNTON BEACH, FL 33435
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THIRD & FOURTH FLOOR PLAN SOUTH WEST BLDG.
DRAWING NUMBER
A-104



IRRIGATION NOTE: 100% IRRIGATION COVERAGE WILL BE PROVIDED AT TIME OF PERMITTING

SABAL PALMS (IF APPLICABLE) ARE TO BE INSTALLED WITH FRONDS CUT AT 10-2, NOT HURRICANE CUT

ALL PALMS OVER 12' C.T. SHALL HAVE SQUARE ROOTBALLS AND 4"x4" BRACES

ALL PALMS OVER 12' C.T. SHALL HAVE SQUARE ROOTBALLS AND 4"x4" BRACES

ALL TREES AND PALMS SHALL BE FLORIDA GRADE 1 AT TIME OF PLANTING. ANY PRUNING SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT AND/OR AN ARBORIST

FIRE DEPARTMENT ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 14' NFPA

IF APPLICABLE, SAFETY CAPS SHALL BE INSTALLED ON ALL #5 REBAR USED FOR TREE BRACING

KEY PLAN

Scale: 1" = 40'-0"

NORTH

SHEET INDEX:

L-1 INDEX
L-2 LANDSCAPE PLAN
L-3 LANDSCAPE DETAILS

LANDSCAPE LEGEND - RESIDENTIAL (SOUTH)

ZONE DISTRICT: C-2

Gross Land: 117,428 (s.f.) Net Land: 2.70 acres Water Bodies: 0

	REQ.	PROV.
PERIMETER BUFFER Requirements: East (Commercial)	(235 L.F.)	(235 L.F.)
(1) 14' ht. tree for every 20 l.f.	12	12
(1) 36" ht. shrub for every 3 l.f.	78	100
PERIMETER BUFFER Requirements: West (Commercial)	(305 L.F.)	(305 L.F.)
(1) 14' ht. tree for every 20 l.f.	15	15
(1) 36" ht. shrub for every 3 l.f.	102	108
STREET TREES (North - East MLK Blvd.): 418 l.f. (1 tree / 20 l.f.)	21	21
STREET TREES (South - NE 9th Ave.): 542 l.f. (1 tree / 20 l.f.)	27	27
TOTAL NUMBER OF TREES (SMALL PALMS IN 3:1 RATIO)	75	106
TOTAL NUMBER OF SHRUBS, GROUNDCOVERS	180	2,323
5% OF SHRUBS SHALL BE BUTTERFLY-ATTRACTIVE	9	485

Note: All pervious areas must be landscaped with lawn, groundcover, and/or shrubbery.

* IRRIGATION SHALL BE PROVIDED AT TIME OF PERMIT
* ALL PARKING ISLANDS SHALL BE LANDSCAPED WITH GROUNDCOVER MATERIAL

LANDSCAPE LIST - SOUTH PARCEL

TREES

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
	30	*Quercus virginiana 'High Rise'	14' HT. X 6' SPR. 4" DBH.
		LIVE OAK "HIGH RISE"	F.G.
	11	*Bursera simaruba	14' HT. X 6' SPR. 4" DBH.
		GUMBO LIMBO	F.G., "CHARACTER" SPECIMEN
	19	*Coccoloba diversiflora	14' HT. X 6' SPR. 4" DBH.
		PIGEON PLUM	F.G.
	4	Tabebuia heterophylla	10' HT. X 5 SPR., 2" DBH.
		PINK TRUMPET TREE	F.G.
	6	Filicium decipiens	10' HT. X 5' SPR. 2" DBH.
		JAPANESE FERN TREE	F.G.
	4	*Conocarpus erectus 'sericeus'	10' HT. X 4' SPR. 2" DBH.
		SILVER BUTTONWOOD	F.G.
	11	*Eugenia foetida	12' HT. X 4' SPR., MULTI TRUNK
		SPANISH STOPPER	F.G.
	5	Jacaranda mimosifolia	14' HT. X 6' SPR. 4" DBH.
		JACARANDA TREE	F.G.
	3	Ligustrum japonicum	8' HT. X 8' SPR., MULTI TRUNK
		JAPANESE PRIVET	F.G.
	11	*Roystonea elata	24' O.A. HT. MIN.
		ROYAL PALM	F.G., MATCHED HTS.
	36	Ptychosperma elegans 'single'	20' O.A. HT., SINGLE
		SINGLE ALEXANDER PALMS	F.G.
	2	Veitchia montgomeryana 'double'	20' O.A. HT. MIN., DOUBLE
		DOUBLE MONTGOMERY PALM	F.G., STAGGERED.

SHRUBS AND GROUNDCOVERS

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
AB	20	Aechmea blanchettiana	36" HT. X 24" SPR.
		BRIGHT YELLOW BROMELIAD	10" POT
AC	47	Asclepias curassavica [BUTTERFLY ATTRACTIVE]	24" HT. X 24" SPR. / 24" O.C.
		MILKWEED	3 GAL.
CA	2	Crinum augustum 'Queen Emma'	3' O.A. HT.
		PURPLE CRINUM LILY	7 GAL.
CG	427	*Clusia guttifera	24" HT. X 24" SPR. / 24" O.C.
		SMALL LEAF CLUSIA	3 GAL.
CG2	174	*Clusia guttifera	36" HT. X 24" SPR. / 24" O.C.
		SMALL LEAF CLUSIA	7 GAL.
CI	207	*Chrysobalanus icaco 'Red Tip'	18" HT. X 18" SPR. / 18" O.C.
		RED TIP COCOPLUM	3 GAL.
CV	9	Codieaum variegatum 'Mammey'	18" HT. X 18" SPR. / 18" O.C.
		RED - YELLOW CROTON	3 GAL.
DE	73	Duranta erecta 'Gold Mound'	18" HT. X 18" SPR. / 18" O.C.
		GOLD MOUND DURANTA	3 GAL.
FM	1200	Ficus microcarpa 'Green Island'	15" HT. X 15" SPR. / 18" O.C.
		GREEN ISLAND FICUS	3 GAL.
HA	9	Hibiscus 'Anderson Crepe' [BUTTERFLY ATTRACTIVE]	6' HT. O.A., STANDARD
		ANDERSON CREPE HIBISCUS	15 GAL.
HP	25	Hamelia patens 'compact' [BUTTERFLY ATTRACTIVE]	24" HT. X 24" SPR. / 24" O.C.
		DWARF FIREBUSH	3 GAL.
IT	210	Ixora taiwanese 'Dwarf'	18" HT. X 18" SPR. / 18" O.C.
		DWARF IXORA	3 GAL.
JV	72	Jasmine volubile	24" HT. X 24" SPR. / 24" O.C.
		WAX JASMINE	3 GAL.
MC	153	*Muhlenbergia capillaris	24" HT. X 24" SPR. / 30" O.C.
		PINK MUHLY GRASS	3 GAL.
PL	404	Pentas lanceolata "New Look White" [BUTTERFLY ATTRACTIVE]	12" HT. X 12" SPR. / 12" O.C.
		DWARF PENTAS	1 GAL.
PM	455	Podocarpus macrophyllus	36" HT. X 24" SPR. / 24" O.C.
		PODOCARPUS	7 GAL.
PV	112	Pittosporum tobira 'Variegata'	18" HT. X 18" SPR. / 18" O.C.
		PITTOSPORUM VARIEGATA	3 GAL.
SA	173	Schefflera arboricola	24" HT. X 24" SPR. / 24" O.C.
		GREEN SCHEFFLERA	3 GAL.
SV	155	Schefflera arboricola 'Trinette'	18" HT. X 18" SPR. / 18" O.C.
		VARIEGATED SCHEFFLERA	3 GAL.
LAWN	As Required	Stenotaphrum secundatum 'Floratam'	SOLID EVEN SOD
		ST. AUGUSTINE GRASS	

* DENOTES NATIVE SPECIES

WITKIN HULTS + PARTNERS
301 E. Atlantic Blvd. Pompano Beach, FL 33060
phone: 954.923.9681 | facsimile: 954.923.9699
www.witkindesign.com

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Project:
WELLS LANDING - SOUTH
BOYNTON BEACH, FL
INDEX

Revisions:	Date:	By:
1) DART Comments / Site Plan	06.24.2020	LDC

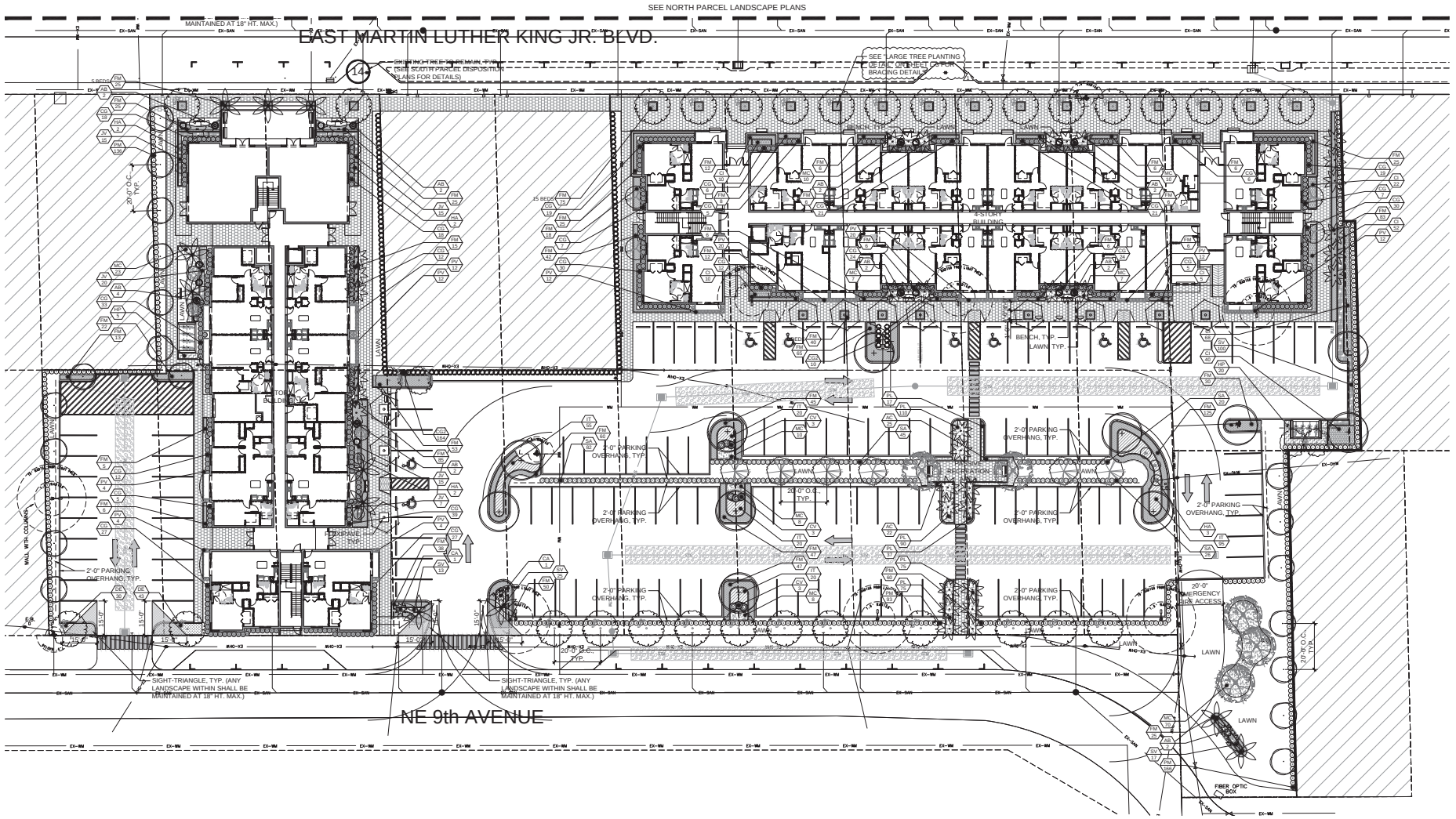
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Member: A.S.L.A.

Drawing: Index
Date: 06/17/2020
Scale: See Left
Drawn by: LDC
Sheet No.:

L-1

Cad Id.: 2020-021



LANDSCAPE PLAN

NORTH

Scale: 1" = 20'-0"

WITKIN HULTS + PARTNERS
301 Yamato Road, Suite 2199
Boca Raton, Florida 33431
phone: 954.923.9681 | facsimile: 954.923.9689
www.witkindesign.com

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Project:

WELLS LANDING - SOUTH

BOYNTON BEACH, FL

LANDSCAPE PLAN

Revisions:	Date:	By:
1) DART Comments / Site Plan	06.24.2020	LDC

Seal:

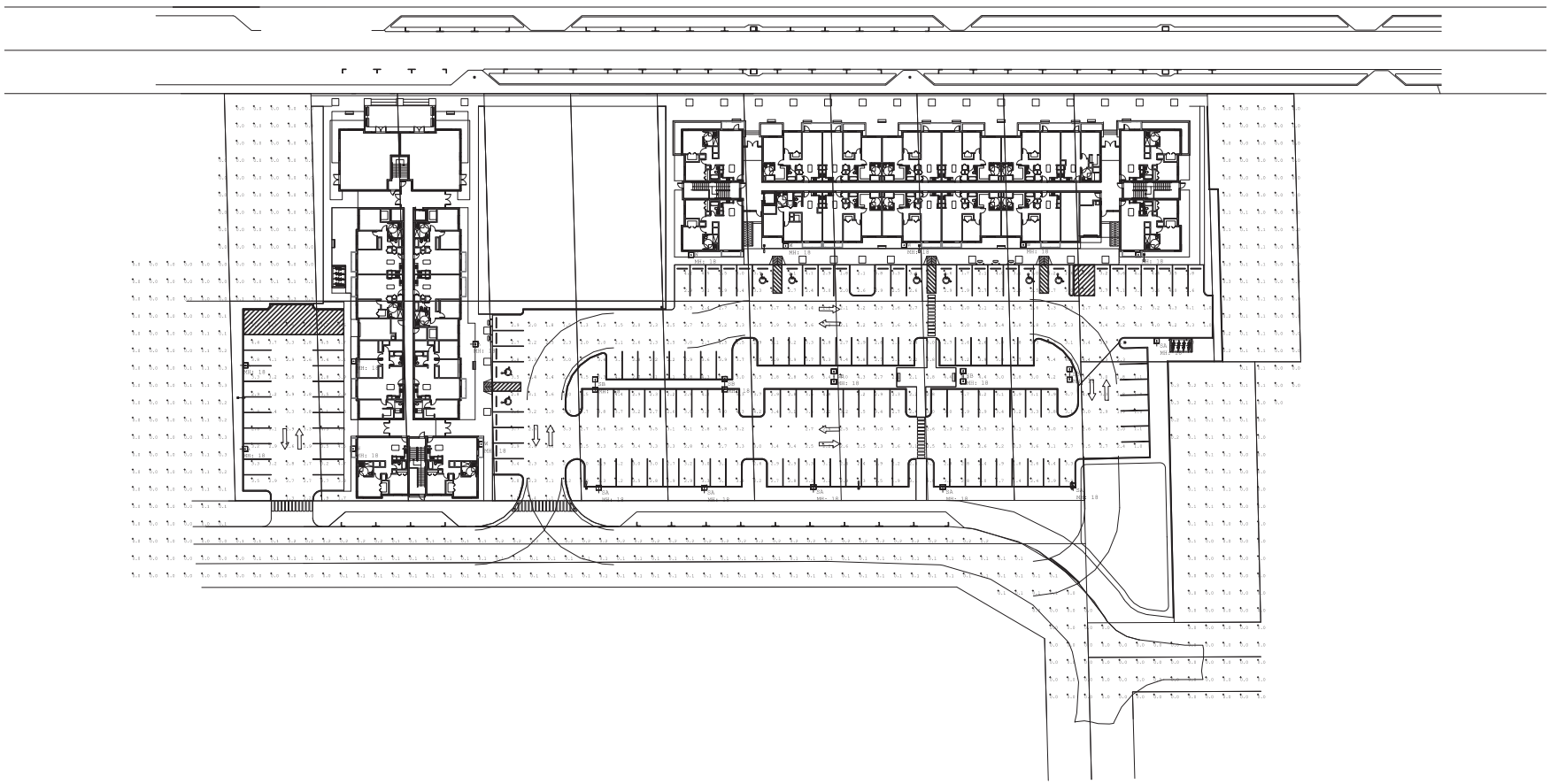
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Drawing: Landscape Plan
Date: 06/17/2020
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Sheet No.:

L-2

Cad Id.: 2020-021

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SITE PHOTOMETRICS PLAN - SOUTH
1" = 30'-0"

REVISED ENTIRE SHEET

Luminaire Schedule					
Symbol	Qty	Label	Arrangement	LLF	Description
	8	W	SINGLE	0.900	Cree Lighting OSQ-A-XX-4ME-B-30K-UL-XX / OSQ-BLSMF / Wall Mount
	5	SB	D180	0.900	Cree Lighting OSQ-A-NM-5ME-B-30K-UL-XX, 2@180°
	9	SA	SINGLE	0.900	Cree Lighting OSQ-A-XX-4ME-B-30K-UL-XX / OSQ-BLSMF

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Illuminance	Fc	2.96	6.1	1.0	2.96	6.10
Spill	Illuminance	Fc	0.06	0.3	0.0	N.A.	N.A.

B&K PROJECT# 2020-0096
08/14/2020
DATE

B&K Engineering Group
3601 NW 2ND AVE
BOCA RATON, FL 33431
MECH. DEPT.
TEL:561-716-7120
ELEC DEPT.
TEL:954-644-9612
CERTIFICATION OF AUTHORIZATION NO. 31989

PRIOR TO CONSTRUCTION THE BOA, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND INFORM THE ARCHITECT AND THE ENGINEER OF ANY DISCREPANCY BETWEEN THESE DOCUMENTS AND THE EXISTING CONDITIONS AND SHALL INCLUDE IN THE BID TO CORRECT SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER AND SAFE CONDUCT OF THE WORK AND SHALL BE RESPONSIBLE FOR EXISTING CONDITIONS DISCOVERED AFTER CONTRACT HAS BEEN AWARDED. NO CHANGES SHALL BE MADE TO THESE PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER OF RECORD. ALL CHANGES SHALL BE SUBMITTED FOR REVIEW PRIOR TO INSTALLATION. NOT FOR BID UNTIL PERMIT HAS BEEN ISSUED.

GHA GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
PH. 954.794.0300 FX. 954.794.0301
AA26001731
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
MARTIN LUTHER KING COMMUNITY SOUTH

BOYNTON BEACH, FL 33435
OWNER

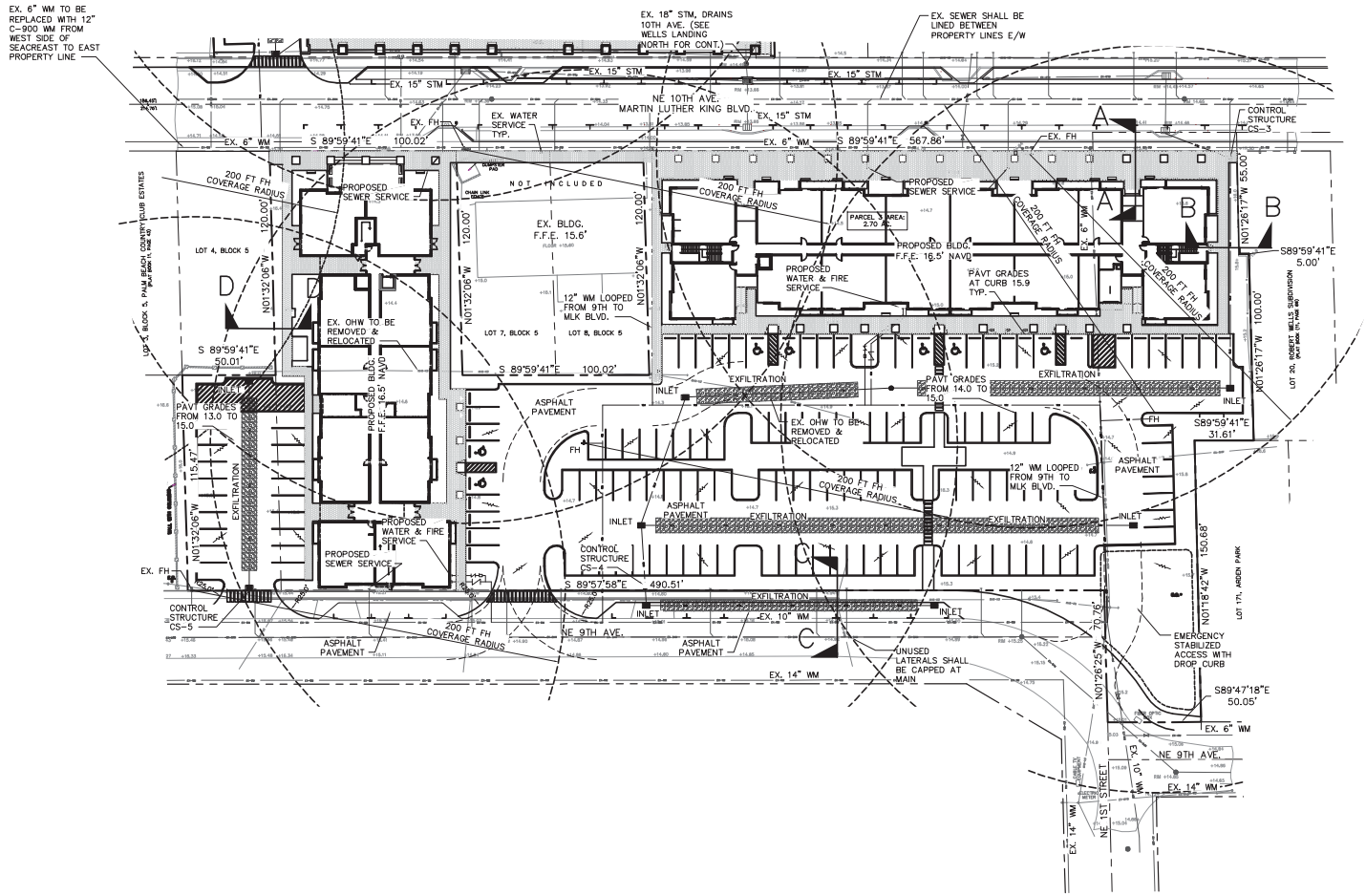
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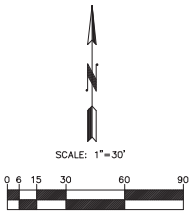
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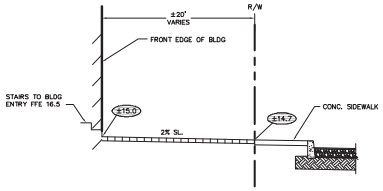
PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
SITE PHOTOMETRICS PLAN SOUTH
DRAWING NUMBER
EPH-101S

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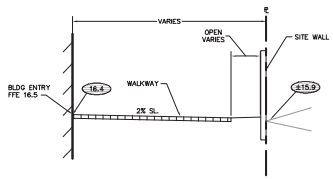
811 Know what's below. Call before you dig.



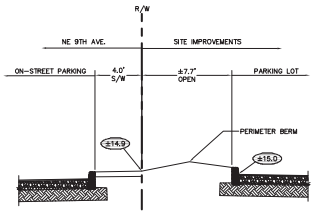




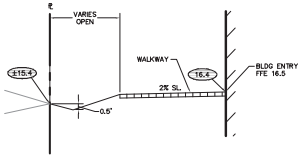
SECTION A–A
SCALE: 1"=5'



SECTION B–B
SCALE: 1"=5'



SECTION C–C
SCALE: 1"=5'



SECTION D–D
SCALE: 1"=5'

SMILEY & ASSOCIATES, INC.			WELLS LANDING SOUTH FOR CENTENNIAL MANAGEMENT CORP. BOYNTON BEACH, FLORIDA
1928 COMMERCE LANE, SUITE 2, JUPITER, FLORIDA 33458 561-747-8335 · msmiley@smiley-associates.com www.smiley-associates.com EB # 8613		REV. DESCRIPTION APRV DATE REVISION NOTES	PRELIMINARY ENGINEERING PLAN

DATE	4/4/17
DRT	DRT
DSG	MS
CHK	MS
CADDWG	WELLS

MARK C. SMILEY LICENSE NO. 54994 STATE OF FLORIDA PROFESSIONAL ENGINEER
10/1/20

PE
SHEET TYPE
SHEET 1 OF 1
JOB # 20-006


Wells
Landing





DEVELOPMENT AGREEMENT

This 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 "CRA") and Wells Landing Apartments, LLC or its affiliated assignee (hereinafter "Developer," and together with the CRA, the "Parties").

WHEREAS, the Developer and the CRA intends to construct the Project, as further defined below, which will contain commercial space including a minimum of 1,055 square feet of rent-free space dedicated to the CRA's Neighborhood Officer Program, in that space identified as "Unit #8" in "Exhibit B," attached hereto and hereby incorporated herein; 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 providing funding for commercial spaces within 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:

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

2) DEFINITIONS.

a) "Eligible Expenses" means expenses that are consistent with the requirements of Florida Statutes, consistent with the CRA Redevelopment Plan, directly related to the Project, and in compliance with the requirements of this Agreement. In addition, only direct expenses for materials, labor, construction, and equipment costs associated with the Project are considered Eligible Expenses, including the following relating to the Project: (i) costs relating to the parking lot and site improvements (ii) costs of bathrooms required by code for the Project (iii) costs of plumbing stub-outs, main electrical and mechanical components needed for tenants to hook up to in order to operate within the tenant space in the Project (iv) costs of concrete flooring, ventilation, and HVAC/air conditioning systems needed within commercial spaces for use by tenants (v) architecture and professional design services only for the Neighborhood Officer Program Office and (vi) other

expenses specifically agreed to by the CRA through prior written approval.

b) "Full-Service Sit-Down Restaurant" means a restaurant where orders are taken by wait staff at the table.

c) "Grey Shell" means an unfinished interior with concrete floors (to be poured upon execution of lease agreement), lacking heating, ventilating, air conditioning, lighting, plumbing, ceilings, elevators, interior walls, etc. and left ready for tenant improvements.

d) "Limited-Service Restaurant: means a restaurant where orders are taken at the counter, register, or self-service menu.

e) "Local Businesses" means a duly licensed business entity with an office location in Palm Beach County.

f) "Move-in ready" means a state of construction such that it has a certificate of occupancy and is ready for tenant occupation and use. Pertaining to Unit #8, move-in ready includes, but is not limited to, installation of the following items per plans the CRA will later provide to Developer: equipment; fixtures; outlets and plugs; all aspects of bathroom facilities including sinks, toilets, stalls, and hand-drying or paper towel equipment; fixed counter space; all components of a functionating HVAC/air conditioning system; paint; and doors. The term "move-in ready" shall not be read to require provision of furniture that is not a fixture.

g) "Project" means the construction and management of the commercial spaces of the Property as described in this Agreement, as further described in Exhibit B which is attached hereto and hereby incorporated herein, and in accordance with the previously executed Purchase and Development Agreement, which is attached hereto and hereby incorporated herein.

h) "Property" means the property described in Exhibit A, which is attached hereto and hereby incorporated herein.

i) "Secondary Eligible Expenses" shall mean: exterior improvements to the Property that enhance the aesthetic value or electrical, mechanical, or plumbing function of the Property; and/or mechanical, electrical, or plumbing improvements of tenant spaces made during the initial build out of tenant spaces.

3) EFFECTIVE DATE. The date of this Agreement (the "Effective Date") shall be the date when the last one of the CRA and DEVELOPER has signed this Agreement.

4) OBLIGATIONS OF THE CRA. The CRA agrees to:

a) Provide to Developer funding in an amount not to exceed $2,025,815 for the Project ("Project Funding"), to be used only for the reimbursement of Eligible Expenses, and

where permitted by this Agreement, for the reimbursement of Secondary Eligible Expenses. Reimbursement shall be subject to the terms and conditions hereinafter set forth.

b) Review all documentation submitted by the Developer as required by this Agreement and provide comments, approval, or notice of disapproval within 15 days of receipt of such document(s).

5) OBLIGATIONS OF DEVELOPER. The obligations of the Developer are as follows:

a) Developer will build out the residential portion of the Property and complete the Project.

b) Construction. Regarding construction of the Project, Developer shall:

i) Commence construction of the "gray shell" of the commercial spaces of the Project within six months of the Effective Date.

ii) Work with the CRA's architect to deliver "Unit #8" in the attached Exhibit B, consisting of approximately 1,055 square feet, for the Neighborhood Officer Program Office ("NOP Office") in a move-in ready condition. The construction of the NOP Office shall be completed no later than 18 months of the Effective Date, and Unit #8 shall be provided to the CRA for said use rent-free.

iii) Make reasonable and good faith efforts to prioritize the use and hiring of qualified, licensed, insured and bondable local contractors and sub-contractors. Local contractors and sub-contractors are defined as those contractors: 1) having a City of Boynton Beach Business Tax Receipt, having a business address within the boundary limits of the City of Boynton Beach, and meeting all of the requirements to legally perform prescribed work; and 2) having a business address within the boundaries of Palm Beach County and meeting all of the requirements to do business within the City of Boynton Beach during construction of the Project.

c) Developer shall designate Units 4 and 5 solely as restaurant spaces. One of the units shall be used as a full-service sit-down restaurant. The other unit shall be used as a limited-service restaurant. If Unit 4 or 5 is used as a full-service sit-down restaurant, Developer will make the adjacent unit, either Unit 3 or 6, available for additional space for the full-service sit-down restaurant tenant.

d) Commercial Marketing. Regarding marketing of the Project, Developer shall:

i) Commence marketing the commercial space created by the Project within 1 year of the Effective Date.

ii) Provide a copy of the initial marketing plan to the CRA for the CRA's review and

approval prior to commencement of marketing or prior to sign-off of the first commercial tenant, whichever occurs first. The CRA shall not unreasonably withhold approval.

iii) Refrain from using the CRA's logo or other intellectual property without the CRA's prior written approval.

iv) Use its best efforts to market and secure local businesses as tenants for the commercial spaces created by the Project.

e) Rental and Management of Commercial Spaces. Regarding the rental of the commercial spaces created by the Project, Developer shall:

i) Solicit commercial tenants to occupy the commercial spaces created by the Project.

ii) Provide the CRA with copies of the commercial property owners association and any master association documents or lease agreements, as applicable, for the CRA's review and approval prior to the documents becoming effective to ensure compliance with the Agreement. The CRA shall not unreasonably withhold approval.

iii) Provide the CRA with copies of the commercial leases for the CRA's review and approval prior to the execution of the first lease, to ensure compliance with the Agreement. The CRA shall not unreasonably withhold approval.

iv) Rent the commercial spaces created by the project at a rate not to exceed $22 per square foot for a period of 5 years following the day the first commercial rental agreement become effective. After 5 years, the rental rate may be increased annually at a rate of either a) 3% per year, or b) the annual percentage increase in the Consumer Price Index for All Urban Consumers published by the U.S. Bureau of Labor Statistics, whichever is lower, for the next 5 years. All restrictions on rental pricing will dissolve 10 years after the day the first commercial rental agreement becomes effective.

v) Take its management fee for the commercial spaces created by the Project from the rental rates described above. Such management fee may not exceed 5% of the rental rate. Common area maintenance fees are not required to be taken from the rental rates described above and may be charged in addition to such rates.

vi) Manage all aspects of commercial space rentals, including but not limited to rent collection, maintenance, and tenant selection.

f) Residential Management. Developer shall manage all aspects of residential rentals, including rent collection, maintenance, and tenant selection.

SL ; M

g) Developer shall not be responsible for tenant improvements for "Units #1-7."

6) LIMITATION ON USE OF CRA FUNDS. The funding provided by the CRA pursuant to this Agreement shall be used to construct the grey shell of the commercial spaces created by the Project. Twenty-five thousand dollars ($25,000) shall be used towards the move-in ready build out of the NOP Office; however, no other CRA funds may be used to otherwise build out individual spaces except to install plumbing, electricity, concrete flooring, ventilation, and HVAC/air conditioning systems and other Eligible Expenses. However, if and only if any funding remains after the completion of all portions of the Project that create Eligible Expenses, Developer is entitled to seek reimbursement for Secondary Eligible Expenses.

7) METHOD OF REIMBURSEMENT. Reimbursement shall be effectuated as follows:

a) The CRA will reimburse the Developer only for Eligible Expenses and Secondary Eligible Expenses, and only upon receipt of a written reimbursement request that contains the following:

i) A letter requesting an amount to be reimbursed;

ii) A summary of the Project items for which Developer seeks reimbursement;

iii) A statement that the request is consistent with the requirements of this Agreement and the reimbursement requested is for Eligible Expenses or Secondary Eligible Expenses;

iv) Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the Developer for the Project for which the Developer is seeking reimbursement; and

v) For any reimbursement request submitted after final completion of a physical improvement, evidence of an approved final inspection, or equivalent.

b) In order to be eligible for reimbursement, the reimbursement request must be submitted within one hundred and twenty (120) days of Developer making the payment for which it seeks reimbursement.

c) Upon receipt of a complete reimbursement request from the Developer that meets the requirements of this Agreement, the CRA shall remit funding in the amount requested, consistent with this Agreement, to the Developer within ninety (90) days of receipt of the reimbursement request by electronic fund transfer into such account as may be designated by Developer from time to time.

d) If the Developer fails to submit a reimbursement request within one hundred and twenty (120) days, the Developer will no longer be eligible to receive reimbursement for that item. If the Developer submits a reimbursement request

that the CRA deems incomplete, the CRA shall notify the Developer in writing. The CRA may ask for additional documentation that could reasonably be used to evaluate or support the reimbursement request. The Developer shall have ninety (90) days from receipt of the notice to provide the necessary documentation to complete the reimbursement request. If the Developer fails to provide the documentation required by the CRA within the required time limits, the Developer shall only be eligible for the portion of the reimbursement request, if any, that the CRA deems complete and eligible. The CRA will not reimburse the Developer for any portion of the reimbursement request the CRA deems ineligible for reimbursement.

e) Reimbursement may be withheld or denied for failure to comply with this Agreement.

8) 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 CRA: Boynton Beach Community Redevelopment Agency
Executive Director, Thuy Shutt
100 E. Ocean Avenue, 4th Floor
Boynton Beach, Florida 33435

With a copy to: Tara Duhy, Esq.
Lewis, Longman & Walker, P.A.
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, Florida 33401

If to DEVELOPER: Wells Landing Apartments, LLC
Attn.: Lewis Swezy
7735 NW 146 Street, Suite 306
Miami Lakes, FL 33016

With a copy to: Nelson Mullins
Attn.: Randy Alligood, Esq.
390 North Orange Avenue, Suite 1400
Orlando, FL 32801

If to INVESTOR MEMBER: WL Investor LLC
Attn.: Lewis Swezy

9) RIGHT OF FIRST REFUSAL. In the event Developer elects to sell the commercial spaces (or any part thereof) of the Property separate from the residential portion of the Property within 10 years of the Effective Date, CRA shall have the right of first refusal to the commercial spaces, to be effectuated as follows: Should Developer receive an offer to purchase the commercial spaces (or any part thereof) of the Property, Developer shall give the CRA notice of the offer by delivering a copy of the offer to the CRA ("Offer Notice") within two business days of receipt. Within five (5) days of receipt of the Offer Notice, the CRA shall schedule this item on the earliest available CRA Board agenda for approval to either waive or exercise its right of first refusal. If the CRA elects to exercise its right of first refusal, the CRA shall, within ten (10) days after receipt of CRA Board approval, deliver to Developer an agreement to purchase the portions of the Property subject to the Offer Notice on the same terms as set forth in the Offer Notice, including the delivery of a deposit (if applicable) less a deduction of the value of any funding contributed to the Developer by the CRA pursuant to this Agreement. Upon receipt by the Developer of the foregoing from the CRA, Developer and the CRA shall enter into a Purchase and Sale Agreement upon substantially the same terms and conditions as the Offer Notice with a closing to be set no later than 45 days from the effective date of the Purchase and Sale Agreement. If the CRA fails to exercise or waive its right of first refusal in accordance with the terms and conditions stated herein, within thirty-five (35) days after receipt of the Offer Notice, then the CRA's right of first refusal shall be deemed to have been waived.

10) 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. Upon written notice to CRA, this Agreement may be freely assigned by DEVELOPER to a wholly owned affiliate of DEVELOPER, and thereafter DEVELOPER'S assignee shall be obligated as contemplated herein as if such assignee were the original party to this Agreement. Any assignment by DEVELOPER to an unaffiliated party shall be subject to the written approval of CRA. Notwithstanding the foregoing, in the event Developer's construction lender and/or permanent lender takes possession of or becomes the record owner of the Property, this Agreement shall be automatically assigned to such lender upon receipt by the CRA of written notice by such lender that it desires to be assigned this Agreement and to assume all of the rights and obligations of the Developer under this Agreement. The notice must be received within 90 days of such lender taking possession of or becoming the record owner of the Property.

11) 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 CRA,

DEVELOPER may elect, as its sole option, to terminate this Agreement and refund to the CRA all monies previously received from the CRA for the Project, at which time the parties shall have no further obligations under this Agreement.

12) REPORTING. DEVELOPER shall provide the CRA Board with a report detailing the status of the project and DEVELOPER's compliance with the terms of this Agreement six months after the Effective Date, and at least every six months thereafter until the CRA deems the project complete. Further, DEVELOPER shall, at any time requested by the CRA, appear before the CRA Board and provide any information requested regarding the project.

13) 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 the Developer fails to cure the default within fifteen (15) days of notice from the CRA, the CRA may refuse to make reimbursement payment under this Agreement, or terminate this Agreement and refuse to make any further payment hereunder. Nothing in this Paragraph shall be construed as a limitation on any damages the CRA may incur or is entitled to as a result of Developer's breach or default. If the CRA breaches the Agreement, the CRA shall have fifteen (15) days from the receipt of written notice of such breach to cure the breach. 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 Project Funding less any portion of the Project Funding already paid to Developer. Any notice of a default shall also be given simultaneously to the Developer's Investor Member identified in Paragraph 8 of this Agreement and the CRA shall accept a cure from the Investor Member as long as such cure is made on the same time frame as permitted hereunder.

14) TERMINATION. Either of the Parties may elect to terminate this Agreement as a result of default by the other party and failure to cure. If this Agreement is terminated due to default of the Developer, the Developer shall immediately refund to the CRA all funding the CRA previously paid to the Developer pursuant to this Agreement. Otherwise, this Agreement shall automatically terminate after completion of the Project and final payment by the CRA, whichever occurs later.

15) MISCELLANEOUS.

a) 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 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. 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. 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 Paragraph shall be deemed to be a reference to the entire Paragraph, 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 regardless of conflict of law principles. 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.

b) 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.

c) 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. All waivers by the CRA must be expressly stated in writing. This paragraph shall survive termination of this Agreement.

d) 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.

e) Severability. If any provision of this Agreement or the application thereof shall, for

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

f) Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by CRA and DEVELOPER shall control all printed provisions in conflict therewith.

g) Waiver of Jury Trial. As an inducement to DEVELOPER agreeing to enter into this Agreement, DEVELOPER and CRA 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.

h) Compliance with Laws; No Discrimination. In the performance of this Agreement, Developer 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. Developer 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 performance under this Agreement.

i) Attorneys' Fees and Costs. The Parties acknowledge and agree that each Party shall be responsible for its own attorneys' fees and costs incurred in connection with the transaction contemplated by this Agreement. 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, including those at the appellate level.

j) Binding Authority. Each party hereby represents and warrants to the other that each person executing this Agreement on behalf of the DEVELOPER and CRA 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.

k) Survival. The provisions of this Agreement concerning use of the CRA's intellectual property, agents, wavier, and repayment of funds due to Developer's default shall survive the expiration or termination of this Agreement and remain in full force and effect.

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

ii) Provide the public with access to such public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

iii) 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

iv) Meet all requirements for retaining and providing public records and transfer to the CRA, at no cost, all public records in possession of the DEVELOPER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the CRA.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'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 ShuttT@bbfl.us.

CRA shall, upon request, provide guidance to DEVELOPER as to the public records keeping and reporting duties that are imposed upon DEVELOPER as provided above and shall take all steps reasonably required to assist DEVELOPER in not violating them. The failure of DEVELOPER to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement. In the event that Developer fails to perform its obligations under this Paragraph 15.l of this Agreement or otherwise defaults hereunder, upon written notice the Developer shall have thirty (30) days from the date of such notice to cure the default. If Developer fails to cure the default within thirty (30) days then the CRA may terminate this Agreement. Developer understands that the CRA may disclose any document in connection with performance of the Contractor Services or this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements.

[Remainder of Page Intentionally Blank]

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

DEVELOPER:

Wells Landing Apartments LLC,
a Florida limited liability company

By: Wells Landing Manager, LLC,
a Florida limited liability company,
its Manager

By: _____

Printed Name: Lewis V. Swezy, Manager

Title: CEO

Date: 2-8-2022

CRA:

BOYNTON BEACH COMMUNITY

REDEVELOPMENT AGENCY

By: _____

Printed Name: Steven B. Grant

Title: Chair

Date: 2/1/22

WITNESS:

_____

Printed Name: Brooke Royer

WITNESS:

_____

Printed Name: Theresa Utterback

01591782-5

SL; M

WITNESS:

WITNESS:

Printed Name: Vaidy Escobar

Printed Name: Vicki Curtman

Approved as to form and legal sufficiency:

CRA Attorney

01591782-5

EXHIBIT A
LEGAL DESCRIPTION

Property Control Number: 08-43-45-21-25-001-0080
Legal Description: FRANK WEBBER ADD LTS 8 & 9 (LESS S 10 FT RD R/W) BLK 1

Property Control Number: 08-43-45-21-25-001-0060
Legal Description: FRANK WEBBER ADD LTS 6 & 7 (LESS S 10 FT RD R/W) BLK 1

Property Control Number: 08-43-45-21-25-001-0040
Legal Description: FRANK WEBBER ADD LTS 4 & 5 (LESS NE 10TH AVE R/W) BLK 1

Property Control Number: 08-43-45-21-24-000-0010
Legal Description: MEEKS ADD TO BOYNTON LT 1

EXHIBIT B – COMMERCIAL SPACE FLOOR PLAN AND ELEVATIONS

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APPROVED
FIRE
date 01/21/2022

PRE CAST CONCRETE CAP
PRE CAST CONCRETE WALL
COLUMN FOOTING

SCORE STUCCO & STUCCO SPARE WHITE (SW6203) BY SHERWIN WILLIAMS OR SIMILAR

P-3 PAINT ON STUCCO GREEK VILLA (SW7551) BY SHERWIN WILLIAMS OR SIMILAR

P-4 PAINT ON STUCCO BLUEBELL (SW6793) BY SHERWIN WILLIAMS OR SIMILAR

P-5 PAINT ON STUCCO TONARY TINT (SW6448) BY SHERWIN WILLIAMS OR SIMILAR

PARKING		REQ'D	FACTOR	PROV.
R	RESIDENTIAL	38	15% REDUCT.	32 PARKING SPACES
G	GUEST	4		4
C	COMMERCIAL	43	15% REDUCT.	37
	ADDITIONAL (R)			7
	TOTAL PARKING			80 PARKING SPACES

NE 11th AVENUE

D1 PRE-CAST SITE WALL DETAIL
NOT TO SCALE

D2 STREET - PLAZA SECTION A
1/8" = 1'-0"

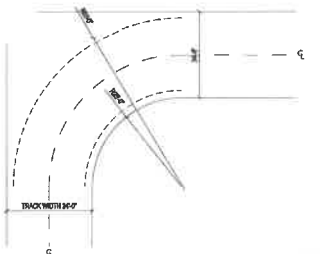
WELLS LANDING NORTH BUILDING
6'-0" PRECAST CONCRETE WALL SEE DETAIL D1/AS-101
FFE 16.5
2% SLOPE
FFE 15.0
UPPER PLAZA 17'-8"
SIDEWALK 8'-0"
PARALLEL PARKING
EAST MARTIN LUTHER KING JR. BLVD.
BOLARD SEE DETAIL A1/AS-102
6'-0" PRECAST CONCRETE WALL SEE DETAIL D1/AS-101

E.V. DUAL CHARGING STATIONS (1)
6'-0" PRECAST CONCRETE WALL SEE DETAIL D1/AS-101
COMMERCIAL 4,234 SF FFE 16.5
PUBLIC EVENT PLAZA 2,090 SF
COMMERCIAL 4,294 SF FFE 16.5
OUTDOOR SEATING AREA 848 SF
OUTDOOR SEATING AREA 844 SF
COMMERCIAL DUMPSTER SEE DETAIL A/AS-103
COVERED BIKES RACKS SEE DETAIL D4/AS-102
BENCHES
FH
EAST MARTIN LUTHER KING JR. BLVD.
STREET SPACE SHALL BE PROVIDED PER SECTION 18.2(a) THROUGH (c) OFF THE REQUIRED PROJECT IMPROVEMENTS AND SHALL BE DETAILED AS SUCH ON PERMIT PLAN
15.04
14.75
14.33
14.19

A-1 ARCHITECTURAL SITE PLAN
1" = 20'-0"

BOYNTON BEACH, FLORIDA - CODE OF ORDINANCES				
ZONING DISTRICT		PALM BEACH - PROPOSE MU-1		
SUBDISTRICT				
LAND USE		MIXED USE, URBAN (MU-1)		
		PERMITTED	PROVIDED	COMPLIES
GROSS SITE AREA		1.2323 AC	53,697 SF	YES
LOT FRONTAGE		100 FT MIN	300.06 FT	YES
BLDG HEIGHT		MAX 55'	44'	YES
FLOOR AREA RATIO			9,955.40	
BUILDING AREA			33,659.20	
FLOOR AREA RATIO		1.0 MIN	0.62	YES
CRA MAXIMUM ALLOWABLE DENSITY 20 DU / ACRE MAX.		24.60	24.00	YES
BUILDING SETBACK				
M.L.K. - RESIDENTIAL	SIDEWALK	8 FT.		
	TREE AREA	5'	25.5 FT.	YES
	ACTIVE AREA	5'		
COMMERCIAL	WEST	0 FT.	49.25 FT.	YES
	EAST	0 FT.	7.75 FT.	YES
RESIDENTIAL (DUPLEX R-2)	NORTH	0 FT.	70.15 FT.	YES
PARKING CALCULATIONS:				
TYPE OF UNITS		# OF UNITS	FACTOR	TOTAL REQ'D
ONE BEDROOM		20	1.5	30
TWO BEDROOMS		4	2	8
GUEST PARKING		24	0.15	4
COMMERCIAL 1/200 *		8530	200	43
TOTAL PARKING REQ'D				84
PARKING REDUCTION **			15%	13
TOTAL # OF UNITS & PARKING PROV'D		80 SPACES PROVIDED		72
OFF-STREET PARKING SPACES				71
ON-STREET PARKING SPACES				9
TOTAL PARKING PROVIDED				80

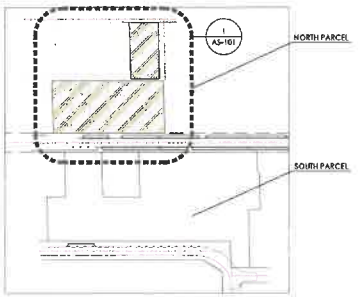
* MINIMUM OF 8,250 COMMERCIAL SPACE PER 18.2 (b) OF SBCRA #1 WELLS LANDING APTS, LLC AGREEMENT
** SEE REDUCTION STUDY PARKING



A-2 TURNING RADIUS DETAIL
1/16" = 1'-0"



BENCHES



A-3 KEY PLAN
NOT TO SCALE

NOTES:

1- SITE PLAN SHALL MEET CPTD DESIGN STANDARDS
2- BUILDING TO BE FULLY SPRINKLERED
3- ALL PORTION OF BLDG AREA WITH 450 OF F.D. ACCESS PER NFPA 1-18.2.3.2.2

GHA
GALLO HERBERT ARCHITECTS
131 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
PH 954.794.0300 FX 954.794.0301
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING NORTH

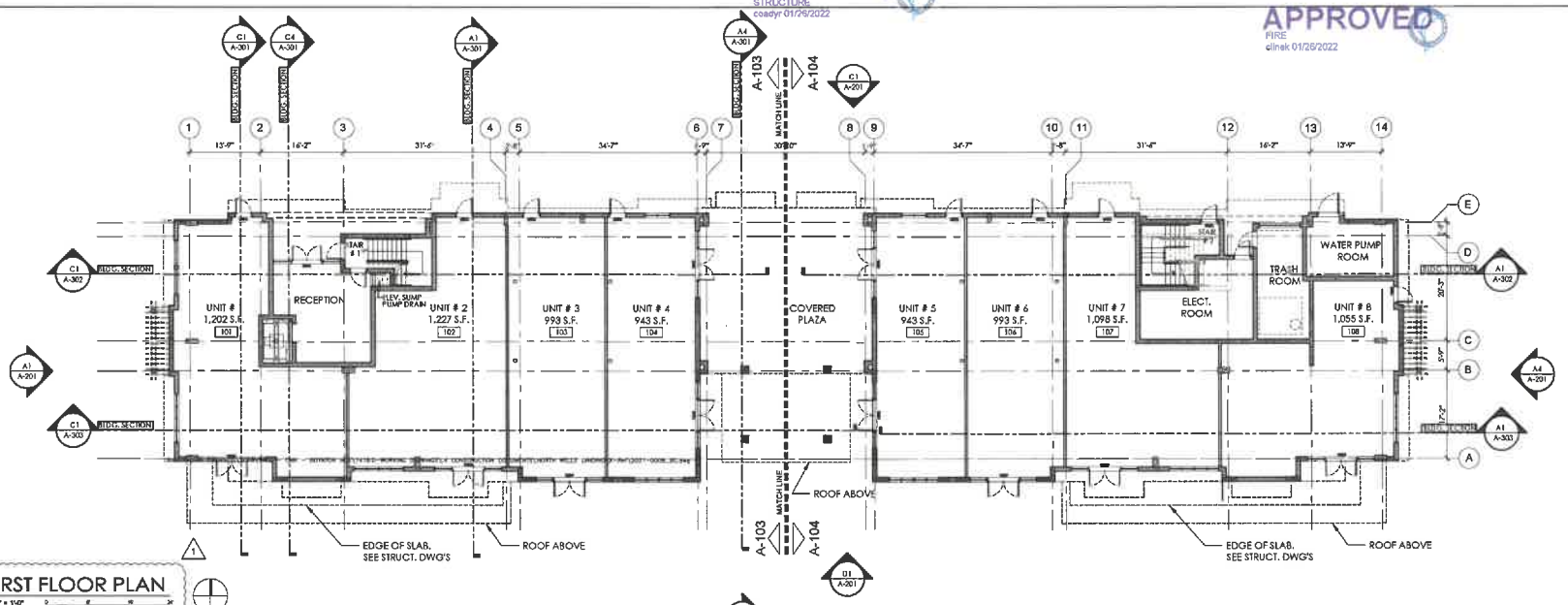
BOYNTON BEACH, FL 33435

No.	Description	Date
	PART COMMENTS	10-7-2020
	PART COMMENTS	11-21-2020
	PART COMMENTS	12-28-2020
	CONDITION OF APPROVAL	01-28-2021
1	UPDATED	13-01-2021
2	UPDATED	13-01-2021

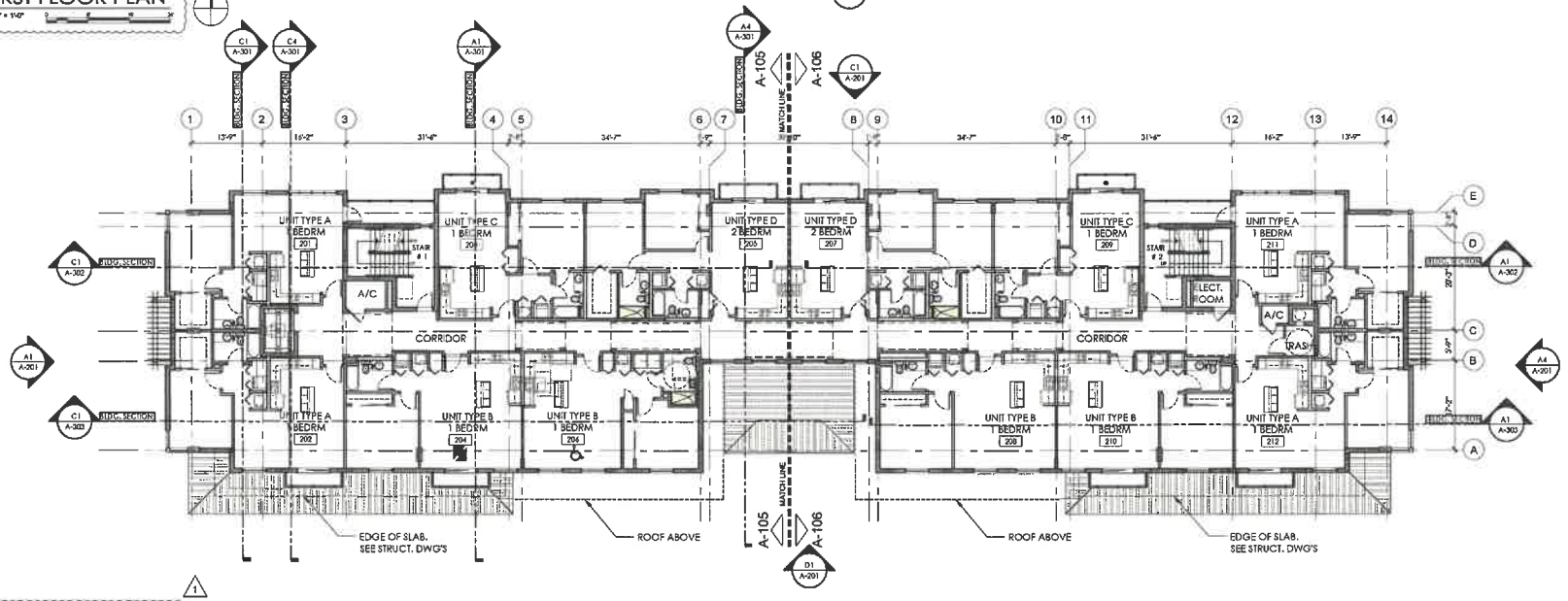
PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
ARCHITECTURAL SITE PLAN
DRAWING NUMBER
AS-101

APPROVED
STRUCTURE
coadyr 01/26/2022

APPROVED
FIRE
clinek 01/26/2022



C1 FIRST FLOOR PLAN
3/32" = 1'-0"



A1 SECOND FLOOR PLAN
3/32" = 1'-0"

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ARCHITECTURE
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CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.

GHA
GALLO HERBERT ARCHITECTS
3319 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
PH 954.784.0300 FX 954.784.0301
AA26001751
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

WELLS LANDING NORTH

137 EAST MARTIN LUTHER KING BLVD.
BOYNTON BEACH, FL 33435

REVISIONS		
No.	Description	Date
1	REVISION FOR PERMIT	09-08-2021

PROJECT STATUS
CONSTRUCTION DOCUMENTS

DATE
03-15-2021

PROJECT NUMBER
74-2018

SCALE
AS SHOWN

DRAWN BY CMR | CHECKED BY BPH

DRAWING TITLE
FIRST & SECOND FLOOR PLAN

DRAWING NUMBER
A-101

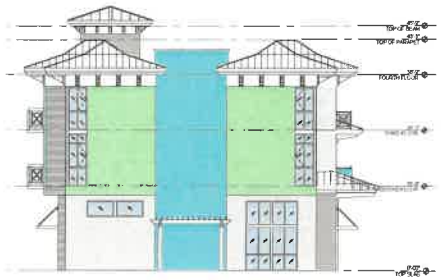
COPYRIGHT 2018 GALLO HERBERT ARCHITECTS
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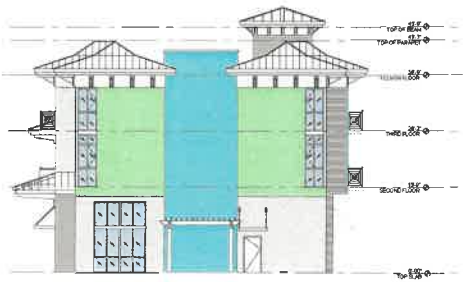
D1 SOUTH ELEVATION
3/32" = 1'-0"



C1 NORTH ELEVATION
3/32" = 1'-0"



A1 WEST ELEVATION
3/32" = 1'-0"



A4 EAST ELEVATION
3/32" = 1'-0"

STANDING SEAM METAL ROOF.
ON THE ROCKS (SW7671) BY SHERWIN WILLIAMS
OR SIMILAR

SCORE STUCCO & STUCCO.
SPARE WHITE (SW6203) BY SHERWIN WILLIAMS
OR SIMILAR

PAINT ON STUCCO
GREEK VILLA (SW7551) BY SHERWIN WILLIAMS
OR SIMILAR

PAINT ON STUCCO
BLUEBELL (SW6783) BY SHERWIN WILLIAMS
OR SIMILAR

PAINT ON STUCCO
TOPIARY TINT (SW6446) BY SHERWIN WILLIAMS
OR SIMILAR

A6 COLOR SPECIFICATIONS

GHA
GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
PH. 954.754.0300 FX. 954.754.0301

WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING NORTH

137 EAST
MARTIN LUTHER KING BLVD.
BOYNTON BEACH, FL 33435

No.	Description	Date

PROJECT STATUS
CONSTRUCTION DOCUMENTS
DATE
03-15-2021
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY: CMR
CHECKED BY: BPH
DRAWING TITLE
NORTH BLDG. COLOR ELEVATIONS
DRAWING NUMBER
A-202

170

MLK Jr. Blvd. Commercial Development Agreement Reporting Checklist

Critical Dates

Report Deadline	8/6/2024
CRA Board Meeting Date	

Reporting Requirments (every 6 months after 2/8/22)

		X
Tab 1	Signed statement that Project improvements are consistent with the requirements of the Agreement. A Project Status Summary with timestamped photo documentation	X
Tab 2a	Provide list of all qualified, licensed, insured and bondable local contractors and sub-contractors.	X
Tab 2b	Provide City of Boynton Beach Business Tax Receipt for each local contractor and sub-contractor	X
Tab 2c	Provide Local Contractor and Sub-Contractor Business Address verified within Boundaries of Palm Beach County	X
Tab 2d	Documentation that Local Contractor and Sub-Contractor meets all requirement to do business within the City of Boynton Beach during construction of the Project	X
Tab 3	Copy of initial marketing plan	X
Tab 4	Documentation reflecting efforts to market commercial space within 1 year of effective date.	X
Tab 5	Documentation demonstrating best efforts to market and secure local businesses as tenants for the commerical spaces	X
Tab 6	Copy of the commercial property owners association and any master association documents or lease agreements, as applicable	X

Heart of Boynton Village Apartments Commercial Development Agreement

TAB 1

Progress Statement and Photos

Centennial Management Corp
7735 NW 146 Street, Suite 306
Miami Lakes, Florida 33016
Tel: 305-821-0330

August 6, 2024

Tim Tack
Acting Executive Director
Boynton Beach CRA

Re: *Wells Landing aka Heart of Boynton Village Shops*
Signed Statement that project improvements are consistent with requirements of the Commercial Development Agreement. Includes status summary and photos.

Dear Tim:

The residential portion of the buildings have been completed, COs issues and all units leased up.. The commercial gray shell has been completed, and design and permitting of the build-out for the commercial tenants is ongoing.

All project improvements including site development and building construction are consistent with the Commercial Development Agreement as well as the Purchase & Development Agreement and approved site and architectural plans.

Construction has to be scheduled to coordinate multiple units. While a couple of tenants have been ready to go for a while other units have been pending changes in tenants, changes in design and changes in tenant hired consultants.

We anticipate starting construction of the permitted units (102, 105, 107, 108) upon execution of the GC contract this month. Only unit 106 is currently available though 101 and 103 are pending signed leases. 104 is also permitted and is proceeding with another GC.

Please let me know should you need any additional information or have any questions.

Sincerely,

Lewis Swezy
President
305-720-3350



Wells Landing

SMITH AERIAL PHOTOS 06-27-24



Wells Landing

SMITH AERIAL PHOTOS 06-27-24



Wells Landing

SMITH AERIAL PHOTOS

06-27-24



Wells Landing

SMITH AERIAL PHOTOS 06-27-24

Heart of Boynton Village Apartments Commercial Development Agreement

TAB 2a

List of Local Subcontractors

WELLS LANDING

List of SUBCONTRACTORS - CONTRACTS

Boynton Based

Landscaping Irrigation	**Landscaping Association, Inc.** **[illegible] SW 107 Avenue** **Princeton, FL [illegible]**
Concrete Shell	**Phoenyx Builder** **14012 N.W 82 AVE** **Miami Lakes Florida 33016**
Metals	**SITUAR GROUP - Metals** **7722 N.W. 56 ST** **Miami, Florida 33166**
Cabinets	**ASHMANDY KTCHEN CABINETS** **960 WEST 23 ST** **Hialeah , Florida 33010**
Insulation	**MER ENTERPRISES dba LEED INSULATION** **3412 Industries 33rd Street** **Fort Pierce, Florida**
Roofing & Metal	**Exotite Roofing & Waterproofing Service Inc** **16104 Kilmarnock Drive** **Miami Lakes, Florida 33014**
Doors & Millwork	**COMPLETE DOORS & HARDWARE INC.** **6686 HYPOLUXO RD 3208** **LAKE WORTH, FLORIDA**
Drywall	**HURRICANE CONSTRUCTION OF PALM BEACH, LLC** **DBA : HURRICANE CONSTRUCTION WALL** **154 BAREFOOT COVE** **HYPOLUXO ,FL 33462**
Flooring	**General Property Construction** **1550 NW 96 Ave** **Doral Florida 33172**
Painting	**A.L. Waterproofing & Painting, Inc.** **2721 SW 136 Ave** **Davie, FL 33330**
Appliances	**G.E. APPLIANCES** **786-914-6428**
Elevators	**TK ELVATOR CORP.** **7567 Central Industries Drive** **Riviera Beach, Florida 33404**
Trash Chutes	**Wilkerson Hi-Rise - Trash Chute** **3402 S.W. 26th Terr unit B-10** **Dania Beach , Florida 33312**
Plumbing	**RIDGE WAY PLUMBING, INC.** **640 INDUSTRIAL AVE** **BOYNTON BEACH, FLORIDA 33426-3694**
Mechanical	**Best Air Solutions - HVAC** **2555 NW 102 Suite 104** **Doral , Florida 33172**
Electric	**BECAI ELECTRIC INC** **12312 S.W 133 CT** **MIAMI , FLORIDA 33186**

Heart of Boynton Village Apartments
Commercial Development Agreement

TAB 2b

Local Subcontractors – BB Business Tax Receipts

City of Boynton Beach
Development Services
100 E. Ocean Ave.
Boynton Beach, FL 33435-0190

**SINGLE-PIECE 1 SGL 140512BA15-A-1
38 1 SP 0.630

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

Dear Boynton Beach Business and Property Owners:

We appreciate your continued participation in supporting economic growth and viability of our City by maintaining your Certificate of Use and Occupancy & Local Business Tax.

In accordance with Chapter 13 of the City of Boynton Beach Municipal Ordinance, the document(s) below must be posted in a conspicuous place at your business or property. Should assistance be needed please contact the Development Services Department at (561)742-6350 or visit our website at www.boynton-beach.org.

↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2024

Business Control Number: 0000049
Date Issued: 09/15/23
Business Name: Ridgeway Plumbing, Inc.
Business Location: 640 Industrial Ave

Any changes in name, address, suite, ownership, etc. will require a new application.

COU/BTR Number	Classification Code	Classification	Additional Information
24-00000048	235111	CONTRACTOR, PLUMBING	KOZAN, GREGORY J CFC057754

Heart of Boynton Village Apartments Commercial Development Agreement

TAB 2c

Local Subcontractors' Addresses

LOCAL SUBCONTRACTORS

PLUMBING
Ridgeway Plumbing
640 Industrial Ave
Boynton Beach, FL 33426

Heart of Boynton Village Apartments Commercial Development Agreement

TAB 2d

Local Subcontractors Meet BB Requirements

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, 2024

Always verify licenses online at MyFloridaLicense.com

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.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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dbpr Florida

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CFC057754 ISSUED: 06/20/2022
CERTIFIED PLUMBING CONTRACTOR
KOZAN, GREGORY J
RIDGEWAY PLUMBING INC

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CFC057754 EXPIRATION DATE: AUGUST 31, 2024

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

ISSUED: 06/20/2022

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

Heart of Boynton Village Apartments Commercial Development Agreement

TAB 3

Initial Marketing Plan

Heart of Boynton Beach Village Shops
Marketing Plan

Initial Marketing was conducted in close cooperation with the CRA and with Bonnie Nicklien in particular.

All residential COs have been issued and we are proceeding with plan development and permitting of the commercial space.

Seven of the eight bays have been assigned and cost estimates and permitting is underway. We are working with a prospective tenant for the last bay (106). We anticipate most of the commercial businesses to be up and running towards the end of the summer.

Bonnie is maintaining a waiting list, and so far there has always been someone interested in taking over whenever another has backed out.

Heart of Boynton Village Apartments Commercial Development Agreement

TAB 4

Effort to Market Commercial Space

Heart of Boynton Beach Village Shops

Lease-Up

Through the CRA, we have had sufficient interest in the commercial opportunities and we see no problem achieving full occupancy this summer. Bonnie has been maintain a waiting list and quickly filled available spots

Plan development and permitting of the build-out is moving forward.

We anticipate starting construction of the permitted units (102, 105, 107, 108) upon execution of the GC contract this month. Only unit 106 is currently available though 101 and 103 are pending signed leases. 104 is also permitted and is proceeding with another GC.

Heart of Boynton Village Apartments Commercial Development Agreement

TAB 5

Effort to Market Commercial Space to Local Businesses

Heart of Boynton Beach Village Shops
Effort to Market to Local Businesses

Marketing efforts were focused on local outreach, and some of the tenants we are now working with are indeed local.

Heart of Boynton Village Apartments Commercial Development Agreement

TAB 6

Commercial Leases

Heart of Boynton Village Apartments
Commercial Development Agreement

Commercial Leases are attached as separate documents.

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

ANNOUNCEMENTS AND AWARDS

AGENDA ITEM 9.A

SUBJECT:
2024 Florida Festivals & Events Association SUNsational Awards

SUMMARY:
The Florida Festivals & Events Association (FFEA) recently announced the winners of its annual SUNsational Awards on August 21, 2024, during their 30th Annual Convention and Tradeshow. The program recognizes members' innovation, individuality, and creative collaboration.

Nominations were accepted in eight categories: Printed Materials, Outdoor Advertising, PR/Media Campaign, Photo, Promotional Item/T-shirt, Multimedia Marketing, Adapted/Virtual Event and Programming.

Each category included three budget levels:

- $49,999 and under
- $50,000 - $249,999
- $250,000 and over

More than 200 events, from FFEA members located throughout the state, submitted their materials for consideration. Staff is thrilled to share that the BBCRA received the following accolades:

1st Place
Boynton Beach Pirate Fest - Enchanted Market
- Photo Opp Area / Selfie Station
- Promotional Item

Boynton Beach Holiday Boat Parade
- Promotional Mailer
- T-Shirt

2nd Place
Boynton Beach Night Market
- Event Photo

Boynton Beach Spring Market
- Promotional Video or Video Recap

3rd Place

Boynton Beach Pirate Fest - Enchanted Market
- Event Photo

Boynton Beach Night Market
- Billboard / Signage

FISCAL IMPACT:
FY 2023-2024 Budget, General Fund, Line Item 01-51010-216, $640

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan (pages 128 – 131)

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

ATTACHMENTS:

	Description
•	Attachment I - Overview of 2024 FFEA SUNsational Awards

FLORIDA FESTIVALS & EVENTS ASSOCIATION

SUNSATIONAL AWARDS

1ST PLACE AWARDS

PIRATE FEST - ENCHANTED MARKET

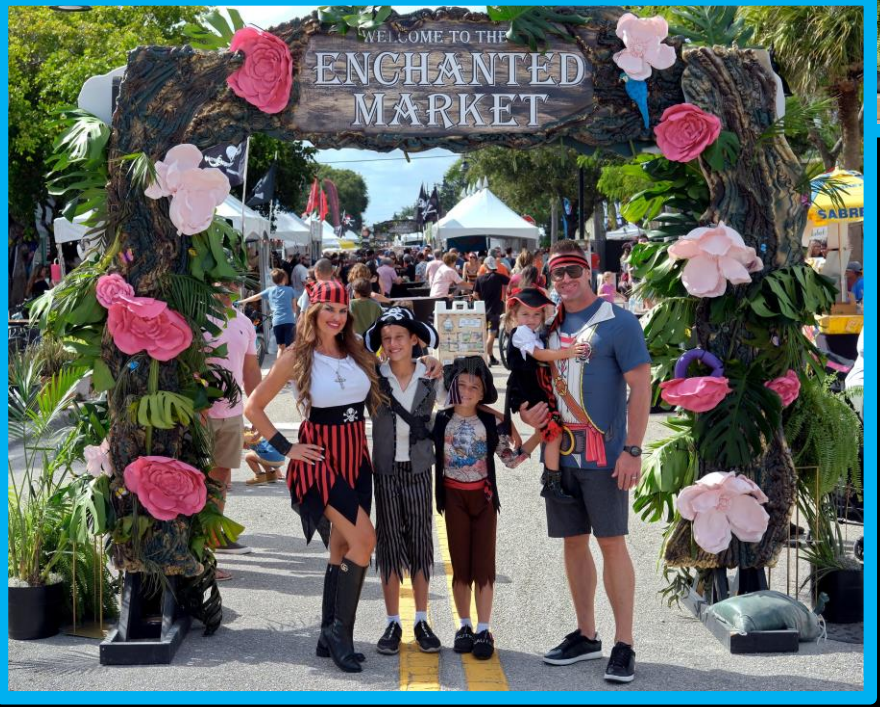
PHOTO OPP AREA/SELFIE STATION
PROMOTIONAL ITEM

HOLIDAY BOAT PARADE

PROMOTIONAL MAILER
T-SHIRT

PHOTO OPP/ SELFIE STATION







PROMOTIONAL ITEM



PROMOTIONAL MAILER



T-SHIRT


CITY OF DELRAY BEACH
TOWN OF LANTANA FLORIDA
TOWN OF HYPOLUXO
PALM BEACH COUNTY FLORIDA
HOLIDAY
BOAT PARADE
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY


HOLIDAY
BOAT PARADE
DIRT DIGGERS



2ND PLACE AWARDS

NIGHT MARKET

EVENT PHOTO

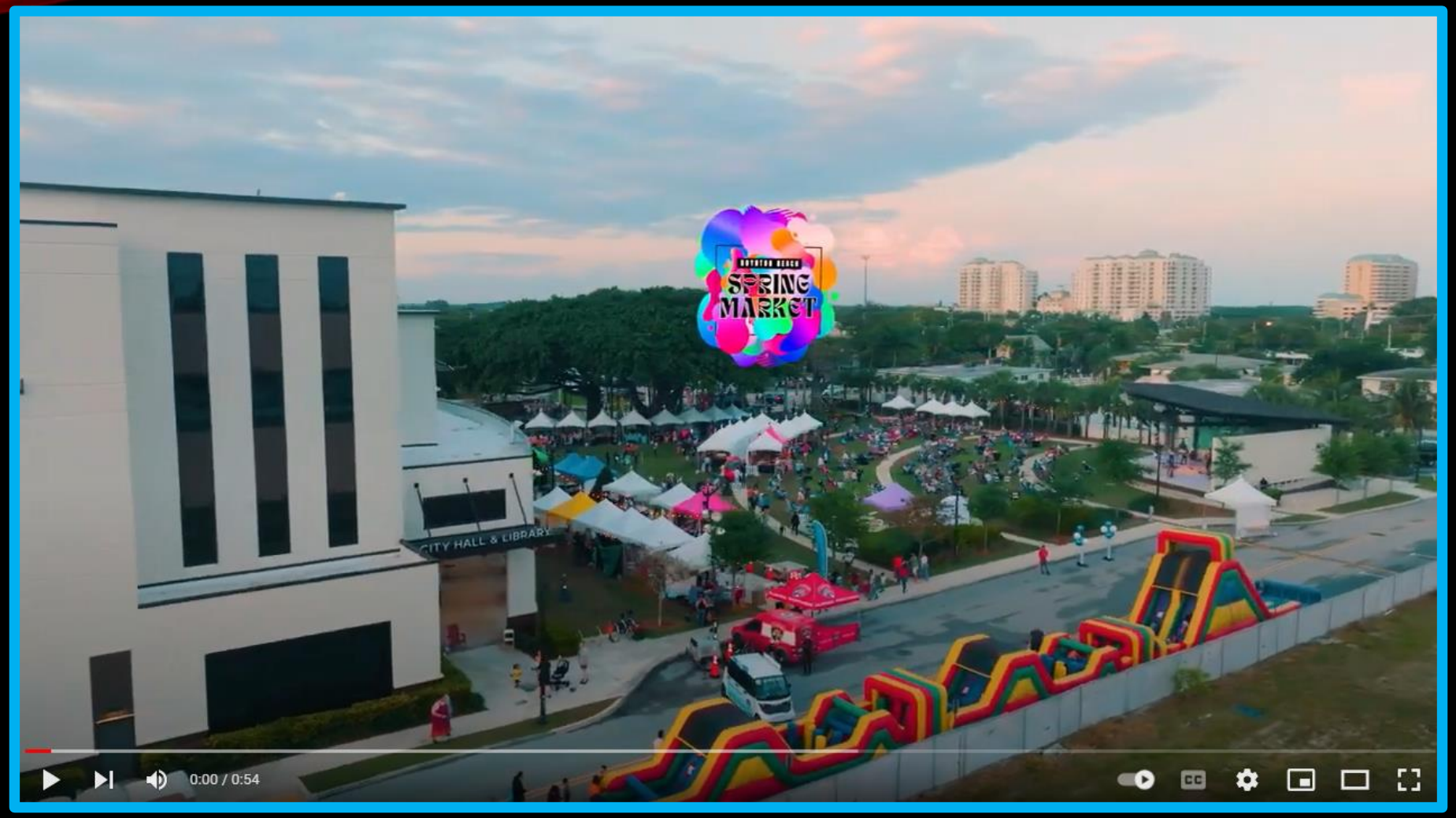
SPRING MARKET

PROMOTIONAL OR RECAP VIDEO

EVENT PHOTO



RECAP VIDEO



3RD PLACE AWARDS

PIRATE FEST – ENCHANTED MARKET

EVENT PHOTO

NIGHT MARKET

BILLBOARD/SIGNAGE

EVENT PHOTO



BILLBOARD/ SIGNAGE



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

CONSENT AGENDA

AGENDA ITEM 11.A

SUBJECT:
CRA Financial Report Period Ending August 31, 2024

SUMMARY:
CRA Financial Services staff is providing the CRA Board with the August 31, 2024 (Attachment I):

- Statement of Revenues,
- Expenditures and Changes in Fund Balance Report, and
- Budget Comparison Schedule - General Fund.

FISCAL IMPACT:
FY 2023-2024 Annual Budget

CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan and FY 2023-2024 CRA Budget

CRA BOARD OPTIONS:
Approve the CRA's monthly financial and budget reports for the period ending August 31, 2024.

ATTACHMENTS:

	Description
•	Attachment I - August 2024 Financial Summary

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 - August 31, 2024

	General Fund	Projects Fund	Debt Service Fund	Total Governmental Funds
REVENUES				
Tax increment revenue	21,555,333	-	-	21,555,333
Marina Rent & Fuel Sales	2,117,317	-	-	2,117,317
Contributions and donations	-	-	-	-
Interest and other income	300,698	690,642	50,000	1,041,340
Total revenues	23,973,348	690,642	50,000	24,713,990
EXPENDITURES				
General government	4,051,935	-	-	4,051,935
Redevelopment projects	-	11,424,207	-	11,424,207
Debt service:				-
Principal	-	-	-	-
Interest and other charges	-	-	87,235	87,235
Total expenditures	4,051,935	11,424,207	87,235	15,563,376
Excess (deficiency) of revenues over expenditures	19,921,414	(10,733,565)	(37,235)	9,150,614
OTHER FINANCING SOURCES (USES)				
Funds Transfers in	-	17,139,098	2,135,817	19,274,915
Funds Transfers out	(19,274,915)	-	-	(19,274,915)
Total other financing sources (uses)	(19,274,915)	17,139,098	2,135,817	-
Net change in fund balances	646,499	6,405,533	2,098,582	9,150,614
Fund balances - beginning of year	4,460,185	13,283,370	176,014	17,919,569
Fund balances - end of year	5,106,684	19,688,903	2,274,596	27,070,183

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 - August 31, 2024

	Original Budget	Final Budget	Actual
REVENUES			
Tax increment revenue	$ 21,496,558	$ 21,496,558	21,555,333
Marina Rent & Fuel Sales	1,100,000	1,100,000	2,117,317
Interest and other income	-	-	300,698
Other financing sources (uses)	-	1,678,357	-
Total revenues	22,596,558	24,274,915	23,973,348
EXPENDITURES			
General government	5,000,000	5,104,949	4,051,935
Total expenditures	5,000,000	5,104,949	4,051,935
Excess of revenues over expenditures	17,596,558	19,169,966	19,921,414
OTHER FINANCING SOURCES (USES)			
Carryover fund balance			-
Transfers out	(17,596,558)	(19,274,915)	(19,274,915)
Total other financing sources (uses)	(17,596,558)	(19,274,915)	(19,274,915)
Net change in fund balances	$ -	$ (104,949)	646,499
Fund balances - beginning of year			4,460,185
Fund balances - end of year			5,106,684

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: 08/01/2024 - 08/31/2024

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	-21,496,558.00	-21,555,333.00	0.00	-21,555,333.00	58,775.00	0.27%
01-42115	MARINA RENTS	0.00	-100,000.00	-122,780.89	-12,994.00	-135,774.89	35,774.89	35.77%
01-42116	MISCELLANEOUS RENTS FRO PROPER	0.00	0.00	-216,424.82	-21,929.69	-238,354.51	238,354.51	0.00%
01-42117	MARINA FUEL SALES	0.00	-1,000,000.00	-1,623,914.24	-121,140.86	-1,745,055.10	745,055.10	74.51%
01-42118	MARINA MISC INCOME	0.00	0.00	352.03	1,515.23	1,867.26	-1,867.26	0.00%
01-46100	INTEREST INCOME	0.00	0.00	-94,599.62	-3,400.29	-97,999.91	97,999.91	0.00%
01-47200	IN KIND REVENUE	0.00	0.00	-128,431.70	-13,196.17	-141,627.87	141,627.87	0.00%
01-48100	MISCELLANEOUS INCOME	0.00	0.00	-59,111.77	-1,958.49	-61,070.26	61,070.26	0.00%
01-49100	OTHER FINANCING SOURCES	0.00	-1,678,357.00	0.00	0.00	0.00	-1,678,357.00	-100.00%
	Revenue Totals:	**0.00**	**-24,274,915.00**	**-23,800,244.01**	**-173,104.27**	**-23,973,348.28**	**-301,566.72**	**-1.24%**
Expense								
01-51010-200	CONTRACTUAL EXPENSE	-1,128.24	45,017.75	10,458.91	1,380.24	11,839.15	34,306.84	76.21%
01-51010-216	ADVERTISING & PUBLIC NOTICES	0.00	8,000.00	577.03	0.00	577.03	7,422.97	92.79%
01-51010-225	ASSOC. MEETINGS & SEMINARS	0.00	28,545.00	4,662.50	0.00	4,662.50	23,882.50	83.67%
01-51010-227	DELIVERY SERVICES	0.00	250.00	139.00	0.00	139.00	111.00	44.40%
01-51010-310	OFFICE SUPPLIES	0.00	400.00	146.01	80.41	226.42	173.58	43.40%
01-51230-100	PERSONNEL SERVICES	0.00	445,636.02	290,660.15	19,661.80	310,321.95	135,314.07	30.36%
01-51230-115	CAR ALLOWANCE	0.00	9,600.00	5,258.95	276.92	5,535.87	4,064.13	42.33%
01-51230-225	ASSOC. MEETINGS & SEMINARS	0.00	15,500.00	1,573.04	0.00	1,573.04	13,926.96	89.85%
01-51230-226	MEMBERSHIP DUES	0.00	17,300.00	8,565.42	2,000.00	10,565.42	6,734.58	38.93%
01-51230-227	DELIVERY SERVICES	0.00	400.00	0.00	0.00	0.00	400.00	100.00%
01-51230-229	CAREER DEVELOPMENT	0.00	26,000.00	0.00	0.00	0.00	26,000.00	100.00%
01-51230-310	OFFICE SUPPLIES	0.00	2,500.00	676.04	139.66	815.70	1,684.30	67.37%
01-51230-315	POSTAGE	0.00	3,000.00	400.00	100.00	500.00	2,500.00	83.33%
01-51230-340	CELLULAR PHONES	0.00	2,500.00	937.09	96.47	1,033.56	1,466.44	58.66%
01-51230-355	SUBSCRIPTIONS	0.00	1,000.00	443.34	135.00	578.34	421.66	42.17%
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	2,000.00	9.99	802.49	812.48	1,187.52	59.38%
01-51325-100	PERSONNEL SERVICES	0.00	241,851.00	203,353.69	18,604.00	221,957.69	19,893.31	8.23%
01-51325-115	CAR ALLOWANCE	0.00	3,600.00	3,046.12	276.92	3,323.04	276.96	7.69%
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	279.11	13.48	292.59	5,707.41	95.12%
01-51325-225	ASSOC. MEETINGS & SEMINARS	0.00	9,250.00	149.79	71.76	221.55	9,028.45	97.60%
01-51325-226	MEMBERSHIP DUES	0.00	1,500.00	179.17	160.00	339.17	1,160.83	77.39%
01-51325-227	DELIVERY COSTS	0.00	300.00	80.03	0.00	80.03	219.97	73.32%

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01-51325-229	CAREER DEVELOPMENT	0.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00%
01-51325-310	OFFICE SUPPLIES	0.00	2,000.00	555.82	165.98	721.80	1,278.20	63.91%
01-51325-340	CELLULAR PHONES	0.00	2,000.00	913.15	96.47	1,009.62	990.38	49.52%
01-51325-355	SUBSCRIPTIONS	0.00	3,000.00	1,499.00	1,499.00	2,998.00	2.00	0.07%
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	66.00	0.00	66.00	1,934.00	96.70%
01-51325-400	EQUIPMENT COSTS	0.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
01-51410-213	GENERAL PROPERTY COVERAGE	0.00	340,516.00	209,133.89	0.00	209,133.89	131,382.11	38.58%
01-51420-200	CONTRACTUAL EXPENSE	0.00	59,000.00	36,739.75	15,290.00	52,029.75	6,970.25	11.81%
01-51420-201	CONTRACT LEGAL	-7,000.00	181,000.00	92,898.00	7,983.50	100,881.50	87,118.50	48.13%
01-51420-202	WEBSITE HOSTING, REDESIGN & MAINT	-381.63	37,139.98	18,114.50	2,481.63	20,596.13	16,925.48	45.57%
01-51420-204	CITY STAFF COSTS	0.00	29,591.00	13,347.00	0.00	13,347.00	16,244.00	54.90%
01-51440-100	PERSONNEL SERVICES	0.00	204,152.00	178,956.28	15,763.20	194,719.48	9,432.52	4.62%
01-51440-225	ASSOC. MEETINGS & SEMINARS	0.00	7,700.00	3,486.01	1,956.17	5,442.18	2,257.82	29.32%
01-51440-226	MEMBERSHIP DUES	0.00	2,350.00	258.34	0.00	258.34	2,091.66	89.01%
01-51440-227	DELIVERY SERVICES	0.00	500.00	28.26	0.00	28.26	471.74	94.35%
01-51440-229	CAREER DEVELOPMENT	0.00	8,150.00	173.76	0.00	173.76	7,976.24	97.87%
01-51440-310	OFFICE SUPPLIES	0.00	1,000.00	489.63	122.69	612.32	387.68	38.77%
01-51440-340	CELLULAR PHONES	0.00	1,200.00	848.47	90.00	938.47	261.53	21.79%
01-51440-355	SUBSCRIPTIONS	0.00	2,000.00	946.66	33.00	979.66	1,020.34	51.02%
01-51440-360	BOOKS & PUBLICATIONS	0.00	500.00	0.00	0.00	0.00	500.00	100.00%
01-51440-365	OFFICE PRINTING COSTS	0.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00%
01-51620-200	CONTRACTUAL EXPENSE	0.00	5,000.00	678.69	0.00	678.69	4,321.31	86.43%
01-51620-201	PROPERTY TAXES & ASSOC. DUES	0.00	150,000.00	94,889.31	3,226.00	98,115.31	51,884.69	34.59%
01-51620-202	MARINA POLICE	-2,948.40	40,691.08	22,660.73	2,948.40	25,609.13	18,030.35	44.31%
01-51620-205	RENTAL OF OFFICES	0.00	30,000.00	17,418.82	0.00	17,418.82	12,581.18	41.94%
01-51620-208	EQUIPMENT LEASES	-490.57	12,638.06	4,463.30	490.57	4,953.87	8,174.76	64.68%
01-51620-209	PROPERTY MAINTENENCE COST	-8,233.00	478,890.00	169,356.51	13,453.00	182,809.51	304,313.49	63.55%
01-51620-210	IN KIND EXPENSE	0.00	0.00	128,431.70	13,196.17	141,627.87	-141,627.87	0.00%
01-51620-211	VEHICLE MAINTENANCE / FUEL	0.00	10,000.00	1,086.90	53.34	1,140.24	8,859.76	88.60%
01-51620-212	HURRICANE/PROPERTY CONTINGENCY	0.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00%
01-51620-224	SIGNAGE	0.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
01-51620-325	ELECTRICITY COSTS	0.00	20,000.00	4,439.16	661.59	5,100.75	14,899.25	74.50%
01-51620-326	WATER CHARGES	0.00	20,000.00	3,054.87	385.39	3,440.26	16,559.74	82.80%
01-51630-200	CONTRACTUAL	0.00	600.00	450.00	0.00	450.00	150.00	25.00%
01-51630-209	PROPERTY MAINTENENCE	-6,000.00	91,000.00	52,821.97	3,502.46	56,324.43	40,675.57	44.70%
01-51630-241	MARINA FUEL MANAGEMENT	0.00	230,746.00	201,648.10	19,228.81	220,876.91	9,869.09	4.28%
01-51630-242	MARINE FUEL STATION OVERHEAD	0.00	60,000.00	38,286.80	4,756.64	43,043.44	16,956.56	28.26%
01-51630-310	OFFICE SUPPLIES	0.00	1,200.00	584.82	0.00	584.82	615.18	51.27%
01-51630-325	ELECTRIC COSTS	0.00	9,000.00	11,242.06	1,724.46	12,966.52	-3,966.52	-44.07%
01-51630-326	WATER COSTS	0.00	6,000.00	6,988.70	1,050.90	8,039.60	-2,039.60	-33.99%
01-51630-327	GASOLINE & DEISEL FUEL PURCHAS	0.00	690,175.00	1,151,752.86	126,551.37	1,278,304.23	-588,129.23	-85.21%
01-51630-328	MARINA DIESEL SALES TAX	0.00	17,279.00	13,287.58	803.63	14,091.21	3,187.79	18.45%
01-51650-200	CONTRACTUAL EXPENSE	0.00	1,800.00	0.00	749.50	749.50	1,050.50	58.36%

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01-51650-210	CITY IT SUPPORT	0.00	30,536.00	15,174.00	0.00	15,174.00	15,362.00	50.31%
01-51650-211	COMPUTER SOFTWARE & LICENSES	0.00	4,000.00	749.50	-749.50	0.00	4,000.00	100.00%
01-51650-212	FINANCIAL SOFTWARE MAINTENANCE	0.00	62,500.00	29,534.42	12,194.69	41,729.11	20,770.89	33.23%
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	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
01-51990-200	CONTRACTUAL EXPENSE - CONTINGENCY	0.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00%
01-57400-100	PERSONNEL SERVICES	0.00	152,167.00	108,634.63	9,782.00	118,416.63	33,750.37	22.18%
01-57400-216	ADVERTISING & PUBLIC NOTICES	0.00	48,000.00	17,559.00	900.00	18,459.00	29,541.00	61.54%
01-57400-218	ANNUAL REPORT & BROCHURES	0.00	5,000.00	80.00	0.00	80.00	4,920.00	98.40%
01-57400-225	ASSOC. MEETINGS & SEMINARS	0.00	10,000.00	296.33	1,098.96	1,395.29	8,604.71	86.05%
01-57400-226	MEMBERSHIP DUES	0.00	10,300.00	8,909.67	0.00	8,909.67	1,390.33	13.50%
01-57400-227	DELIVERY SERVICES	0.00	1,500.00	21.84	0.00	21.84	1,478.16	98.54%
01-57400-229	CAREER DEVELOPMENT	0.00	4,500.00	511.46	0.00	511.46	3,988.54	88.63%
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	1,500.00	1,065.16	137.53	1,202.69	297.31	19.82%
01-57400-340	CELLULAR PHONES	0.00	2,000.00	1,354.56	140.51	1,495.07	504.93	25.25%
01-57400-355	SUBSCRIPTIONS	0.00	1,900.00	1,150.38	100.00	1,250.38	649.62	34.19%
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	783.47	0.00	783.47	3,216.53	80.41%
01-57500-100	PERSONNEL SERVICES	0.00	138,008.00	91,172.96	10,413.28	101,586.24	36,421.76	26.39%
01-57500-225	ASSOC. MEETINGS & SEMINARS	0.00	10,000.00	1,859.95	368.54	2,228.49	7,771.51	77.72%
01-57500-226	MEMBERSHIP DUES	0.00	1,000.00	504.17	0.00	504.17	495.83	49.58%
01-57500-229	CAREER DEVELOPMENT	0.00	7,000.00	531.31	0.00	531.31	6,468.69	92.41%
01-57500-310	OFFICE SUPPLIES	0.00	2,000.00	1,147.74	122.70	1,270.44	729.56	36.48%
01-57500-340	CELLULAR PHONES	0.00	600.00	450.00	45.00	495.00	105.00	17.50%
01-57500-355	SUBSCRIPTIONS	0.00	500.00	400.00	0.00	400.00	100.00	20.00%
01-57500-360	BOOKS & PUBLICATIONS	0.00	500.00	0.00	0.00	0.00	500.00	100.00%
01-59000-151	F.I.C.A.	0.00	80,000.00	48,194.80	4,496.01	52,690.81	27,309.19	34.14%
01-59000-152	MEDICARE	0.00	20,000.00	13,365.23	1,051.49	14,416.72	5,583.28	27.92%
01-59000-153	RETIREMENT PLAN 401(a)	0.00	350,000.00	244,529.00	19,681.00	264,210.00	85,790.00	24.51%
01-59000-154	WORKERS COMP INSURANCE	0.00	15,000.00	2,127.86	0.00	2,127.86	12,872.14	85.81%
01-59000-155	HEALTH INSURANCE	0.00	200,000.00	27,114.04	619.32	27,733.36	172,266.64	86.13%
01-59000-156	DENTAL INSURANCE	0.00	15,000.00	3,226.19	659.34	3,885.53	11,114.47	74.10%
01-59000-157	LIFE INSURANCE	0.00	11,751.00	515.00	45.00	560.00	11,191.00	95.23%
01-59000-158	SHORT / LONG TERM DISABILITY	0.00	10,000.00	5,716.47	0.00	5,716.47	4,283.53	42.84%
01-59000-159	UNEMPLOYMENT CHARGES	0.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
01-59000-160	VISION INSURANCE	0.00	5,000.00	417.31	82.40	499.71	4,500.29	90.01%
01-59000-161	COMPENSATED ABSENSES	0.00	67,818.98	67,818.98	0.00	67,818.98	0.00	0.00%
01-59800-990	TRANS OUT TO DEBT SERVICE FUND	0.00	2,135,817.00	2,135,817.00	0.00	2,135,817.00	0.00	0.00%
01-59999-990	INTERFUND TRANSFERS OUT	0.00	17,139,098.00	17,139,098.00	0.00	17,139,098.00	0.00	0.00%
	Expense Totals:	**-26,181.84**	**24,379,863.87**	**22,983,598.21**	**343,251.29**	**23,326,849.50**	**1,079,196.21**	**4.43%**
	01 - GENERAL FUND Totals:	**-26,181.84**	**104,948.87**	**-816,645.80**	**170,147.02**	**-646,498.78**	**777,629.49**	

02 - PROJECTS FUND

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
Revenue								
02-44100	FESTIVAL & EVENT INCOME	0.00	0.00	-20,778.50	-3,638.59	-24,417.09	24,417.09	0.00%
02-46100	INTEREST INCOME	0.00	0.00	-564,835.35	-51,194.85	-616,030.20	616,030.20	0.00%
02-47100	APPLICATION FEES	0.00	0.00	-1,801.05	-400.00	-2,201.05	2,201.05	0.00%
02-48100	MISCELLANEOUS INCOME	0.00	0.00	-25,528.52	-22,464.67	-47,993.19	47,993.19	0.00%
02-49100	OTHER FINANCING SOURCES	0.00	-3,628,406.00	0.00	0.00	0.00	-3,628,406.00	-100.00%
02-49900	TRANSFERS IN	0.00	-17,139,098.00	-17,139,098.00	0.00	-17,139,098.00	0.00	0.00%
	Revenue Totals:	**0.00**	**-20,767,504.00**	**-17,752,041.42**	**-77,698.11**	**-17,829,739.53**	**-2,937,764.47**	**-14.15%**
Expense								
02-58100-202	CONTINGENCY EXPENSE	0.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00%
02-58100-203	CONTRACTUAL EXPENSE	28,000.00	1,308,500.00	247,300.00	10,500.00	257,800.00	1,022,700.00	78.16%
02-58100-213	LEGAL FEES	40,000.00	250,000.00	111,655.50	14,326.50	125,982.00	84,018.00	33.61%
02-58200-401	BUILDINGS	369,681.37	5,404,411.78	2,936,582.40	140.00	2,936,722.40	2,098,008.01	38.82%
02-58200-402	IMPROVEMENTS	0.00	1,306,513.00	28,000.00	4,900.00	32,900.00	1,273,613.00	97.48%
02-58200-404	CONSTRUCTION IN PROGRESS	0.00	220,732.42	74,526.17	0.00	74,526.17	146,206.25	66.24%
02-58200-405	SITE WORK AND DEMOLITION FEES	-24,850.00	350,000.00	35,853.66	0.00	35,853.66	338,996.34	96.86%
02-58200-406	INFRASTRUCTURE AND STREETSCAPE	-401,589.31	11,825,042.88	5,529,793.04	401,589.31	5,931,382.35	6,295,249.84	53.24%
02-58400-443	DIFA-ECONOMIC DEVELOPMENT	35,056.00	661,167.00	394,319.00	231,792.00	626,111.00	0.00	0.00%
02-58400-444	ECONOMIC DEVELOPMENT GRANTS	-72,330.47	1,735,423.46	395,032.42	58,667.79	453,700.21	1,354,053.72	78.02%
02-58400-445	MARKETING INCENTIVES	0.00	283,975.00	29,990.88	1,305.00	31,295.88	252,679.12	88.98%
02-58500-460	COMMUNITY POLICING INNOVATIONS	-140,885.80	1,069,066.93	290,431.55	140,885.80	431,317.35	778,635.38	72.83%
02-58500-470	COMMUNITY SUPPORT PROJECTS	-25,055.64	400,000.00	91,532.28	25,055.64	116,587.92	308,467.72	77.12%
02-58500-480	COMMUNITY SPECIAL EVENTS	0.00	574,000.00	360,931.33	9,096.25	370,027.58	203,972.42	35.54%
	Expense Totals:	**-191,973.85**	**25,588,832.47**	**10,525,948.23**	**898,258.29**	**11,424,206.52**	**14,356,599.80**	**56.10%**
	02 - PROJECTS FUND Totals:	**-191,973.85**	**4,821,328.47**	**-7,226,093.19**	**820,560.18**	**-6,405,533.01**	**11,418,835.33**	
03 - DEBT SERVICE								
Revenue								
03-46100	INTEREST INCOME	0.00	0.00	-44,235.23	-5,765.06	-50,000.29	50,000.29	0.00%
03-49900	TRANSFERS IN	0.00	-2,135,817.00	-2,135,817.00	0.00	-2,135,817.00	0.00	0.00%
	Revenue Totals:	**0.00**	**-2,135,817.00**	**-2,180,052.23**	**-5,765.06**	**-2,185,817.29**	**50,000.29**	**2.34%**
Expense								
03-59800-814	BOND 2012 PRINCIPAL	0.00	1,512,000.00	0.00	0.00	0.00	1,512,000.00	100.00%
03-59800-815	BOND 2015 PRINCIPAL	0.00	445,000.00	0.00	0.00	0.00	445,000.00	100.00%
03-59800-824	BOND 2012 INTEREST	0.00	115,942.00	56,297.53	0.00	56,297.53	59,644.47	51.44%
03-59800-826	BOND 2015 INTEREST	0.00	61,875.00	30,937.51	0.00	30,937.51	30,937.49	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**	**2,135,817.00**	**87,235.04**	**0.00**	**87,235.04**	**2,048,581.96**	**95.92%**
	03 - DEBT SERVICE Totals:	**0.00**	**0.00**	**-2,092,817.19**	**-5,765.06**	**-2,098,582.25**	**2,098,582.25**	
	Report Total:	**-218,155.69**	**4,926,277.34**	**-10,135,556.18**	**984,942.14**	**-9,150,614.04**	**14,295,047.07**	

Fund Summary

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
01 - GENERAL FUND	-26,181.84	104,948.87	-816,645.80	170,147.02	-646,498.78	777,629.49	
02 - PROJECTS FUND	-191,973.85	4,821,328.47	-7,226,093.19	820,560.18	-6,405,533.01	11,418,835.33	
03 - DEBT SERVICE	0.00	0.00	-2,092,817.19	-5,765.06	-2,098,582.25	2,098,582.25	
Report Total:	**-218,155.69**	**4,926,277.34**	**-10,135,556.18**	**984,942.14**	**-9,150,614.04**	**14,295,047.07**	

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

CONSENT AGENDA

AGENDA ITEM 11.B

SUBJECT:
Approval of the CRA Board Meeting Minutes for August 13, 2024

SUMMARY:
See attached minutes.

CRA BOARD OPTIONS:
Approve the August 13, 2024 CRA Board Meeting Minutes.

ATTACHMENTS:

Description
• Attachment I - August 13, 2024 CRA Meeting Minutes

Minutes of the Community Redevelopment Agency Board Meeting
Held on Tuesday, August 13, 2024, at 6:00 PM
City Hall Chambers, 100 E. Ocean Avenue
and Online Meeting

Present:

Chair Ty Penserga
Vice Chair Aimee Kelley
Board Member Woodrow Hay
Board Member Thomas Turkin
Board Member Angela Cruz

Tim Tack, Acting Executive Director
Kathryn Rossmell, Board Counsel
Maylee De Jesús, City Clerk

1. Call to Order

Chair Penserga called the meeting to order at 6:00 P.M.

2. Invocation

The Invocation was given by Board Member Hay.

3. Pledge of Allegiance

Vice Chair Kelley led the Pledge of Allegiance to the Flag.

4. Roll Call

Maylee De Jesús, City Clerk, called the roll. A quorum was present.

5. Agenda Approval

A. Additions, Deletions, Corrections to the Agenda

Board Member Hay requested to an update on item 16F.

Chair Penserga asked to see the Night Market video.

B. Adoption of Agenda

Motion:

Board Member Cruz moved to approve the agenda, as amended. Board Member Hay seconded the motion. The motion passed unanimously.

6. Legal

None.

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 Cruz disclosed that she spoke to representatives Manny Mato and Bonnie Miskel regarding item 15A.

Vice Chair Kelley, Board Member Turkin, and Chair Penserga all disclosed that they spoke to representatives regarding item 15A.

Board Member Hay had nothing to disclose.

8. Information Only

None.

9. Announcements and Awards

None.

10. Public Comment

The public comment section of the meeting is for public comment on items on the consent agenda or items that are not on the agenda. For items on the agenda, the public will be given an opportunity to comment at the time each item is considered. Each speaker will be given a total of three (3) minutes to comment; however, the Board retains the right to reduce the number of minutes prior to the start of public comment. 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, please go to the podium or unmute your device when prompted and state your name and address for the record.

Chair Penserga opened public comment. No virtual comments.

Linda Willamina, Sterling Village, expressed her support for the Circuit, highlighting her passion for the project. She mentioned her enthusiasm in meeting the Board and her discussions with staff, and she expressed her desire to continue advocating for the Circuit. She wondered if it could be expanded to the cemetery and to the tri-rail system.

Chair Penserga closed public comment.

11. Consent Agenda

A. CRA Financial Report Period Ending July 31, 2024
B. Approval of the CRA Board Meeting Minutes for July 9, 2024
C. Approval of System Audit Reports and Payments Release to Seabourn Cove Holdings LLC for the Properties known as Seabourn Cove - Phase II

Motion:

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

12. Pulled Consent Agenda Items

There were none.

13. CRA Advisory Board

A. Pending Assignments - New Assignments from the CRA Board Assigned at the February 13, 2024 CRA Monthly Board Meeting

B. Reports on Pending Assignments

Mr. Tack mentioned that the CRA Advisory Board met on August 1 and reviewed the Cultural District. He stated that the Board will review the Industrial District at their September Meeting.

14. Old Business

A. Update on Negotiations with Maple Tree Investments in Response to the Second RFP/RFQ for the USPS Project on the CRA-owned Property located at 401-411 E. Boynton Beach Boulevard

Mr. Tack stated that this is earmarked as a new retail operation for the United States Postal Service (USPS), which is currently located at the CRA owned property, 217 N. Seacrest Boulevard. He explained that on July 19, 2024, CRA staff received a letter from MTI offering a purchase price of the properties in the amount of $817,000, which wasa $100,000 reduction in price from the original purchase offer of $917,000. He stated that USPS also provided a request for a revised purchase price of $817,000, andMTI also verbally requested that part of the terms of the Purchase and Development Agreement would be to close on the properties once MTI had a fully executed lease from USPS and the building permit was issued.

Chair Penserga asked if there are any comments from the Board, there was none.

Richard Hancock expressed his gratitude.

Mr. Tack asked for direction from the Board and said that they will come back with a draft Purchase and Development Agreement within the next two meetings.

B. Presentation on Extension of the Boynton Harbor Marina Fuel Dock Hours and the Costs Associated with Management of the Extended Time - REVISED 08/13/2024

Brian Smith spoke about keeping up the marina findings for 6 months and stated that he is there for any questions. He said that the morning hours were not as good as the afternoon.

Board Member Turkin thanked Mr. Smith and said that he was sad to see that the morning was not great, but there was room for improvement. He asked who was purchasing the fuel after hours. He mentioned that he keeps receiving text messages that the location was not open early enough.

Mr. Smith stated that they sit out there a lot without having any boats in the marina. He spoke about different situations and holidays when there are fluctuations in people.

Board Member Turkin spoke about being in favor of looking at extending the summertime hours.

Mr. Smith discussed times during the year when he recommends extension of time.

There was discussion regarding the times when they should be open earlier in the year.

Board Member Hay stated that he agreed with the discussion regarding the times when they should open.

Vice Chair Kelley and Board Member Cruz agreed.

Chair Penserga opened public comment. No one came forth., and there wereno virtual comments. He closed public comment.

Motion:

Board Member Turkin moved to approve the recommendation to change hours back to 8:00 AM ~~and~~ from May 15 – Through Labor Day Weekend until 6:00 P.M. Board Member Hay seconded the motion. The motion passed unanimously.

There was discussion to start the new hours before Labor Day.

There was consensus to begin next year and not within the next several weeks.

C. Circuit Transit Inc. 1st Quarter Report for Service Dated March 23, 2024 - June 30, 2024 - REVISED 08/13/2024

Alana Wartsman, Circuit Public Partnerships Manager, stated that it has been fun working with our staff. She spoke about the following: About Circuit; The Leader in On-Demand EV services; Technology- Rider App and Driver App; Coastal Cruiser; Technology- Data Reports and Ongoing Improvements; and Boynton Beach Ridership.

Jason Bagley, Circuit Partner, continued as follows: Boynton Beach Ridership- YTD; launched March 23, 24024 to August 2024; Boynton Beach Survey Results (July 2024); Events and Community; and Questions.

Board Member Hay said that they are doing a great job, and asked how the initial startup was compared to other cities the same size at Boynton Beach.

Mr. Bagley said that we started in an off-season time and things are starting to increase.

Board Member Hay thanked them for coming to the last Community Meeting. He said that it is disappointing that District 2 does not have a lot of riders and that they continue to come back to the community meetings, to increase ridership.

Ms. Wartsman stated that they are happy to come out and be a part of the events that we have. She said that they can send out marketing to the Boynton Beach residents as well.

Vice Chair Kelley suggested that they have more community outreach to spread the word, beyond a flyer.

Ms. Wartsman thanked her for the feedback and said that they will work on it.

Vice Chair Kelley thanked them for the information about the grants, and going above and beyond. She said that residents on various social medias talk about their ride.

Board Member Cruz thanked them for all of their work that they have done, and asked for them to come to other parts of the City to spread the word.

Board Member Turkin stated that the CRA is bound to what they can spend, but that he loves that they brought up the grant opportunity. He spoke about target mailing and noted that once they have a downtown, ridership will grow.

Board Member Hay asked staff about charging more to have this available outside of the area.

Ms. Rossmell stated that they are confined, but it can be translatable to the City, after the pilot program. She mentioned that in the meantime, if the City was interested in expanding services, the interlocal agreement could be amended, but would need to pay for the services.

Mr. Tack stated that the item will come back in September for renewal. He also mentioned that they have the ability to expand within the CRA, but the demand might not be there. He agreed to look into it further.

Chair Penserga asked staff to explore the options.

D. Continued Discussion and Consideration of Fiscal Year 2024-2025 Project Fund Budget

Vicki Hill, CRA Finance Director, spoke about the following: Overview of Their Tax Increment Revenue; Debt & Operating Expenses; Tax Increment Revenue Funding Agreement; and BBCRA Fiscal Year 2024-202 Project Fund Worksheet.

Board Member Hay asked about the Marina sea wall.

Mr. Tack spoke about the pre-disaster mitigation grant that they were awarded and mentioned that it was a part of the grant.

Ms. Hill said that next month will be the final budget, although there might be some changes.

E. Discussion and Consideration of the Waiver of Deadline to the Interlocal Agreement between the City and CRA for the CRA District Streetscape/Lighting Improvements

Mr. Tack spoke about the history of the ILA. He said that the City has requested a waiver of the deadline. He also noted that they are looking at approximately $60K that the City may ultimately reimburse. He stated that the agreement will terminate at the end of the fiscal year, and any uncompleted projects that the City would like to pursue would be added to the master ILA and amended within the budget.

Board Member Turkin stated that he is in support of this.

Chair Penserga opened public comment. No one came forth. He closed public comment.

Motion:

Vice Chair Kelley moved to approve the Waiver of Deadline to the Interlocal Agreement for the CRA District Streetscape/Lighting Improvements waiving the time period in which the City may request reimbursement as outline in paragraph 4 of the ILA and authorize the Board Chair to execute subject to final legal review. Board Member Hay seconded the motion. The motion passed unanimously.

F. Discussion and Consideration of the Third Amendment to the Interlocal Agreement between the City and CRA for the Historic Woman's Club of Boynton Beach located at 1010 S. Federal Highway

Mr. Tack stated that they are looking for the approval of the third amendment of the ILA. He spoke about the history of the amendments, and what this amendment is for.

Chair Penserga opened public comment. No one came forth. He closed public comment.

Motion:

Vice Chair Kelley moved to approve the Third Amendment to the ILA with the City for the HWCBB and allow the Chair to execute the Third Amendment. Board Member Turkin seconded the motion. The motion passed unanimously.

G. Discussion and Consideration of the Economic Development Grant Program Guidelines and Applications for Fiscal Year 2024-2025

Mr. Tack stated that there were no substantive changes to the program guidelines except for adding political offices, campaign headquarters or other businesses focused on politics or political operations as an ineligible business use for grant funding. He said that staff would like to incorporate the applications into an online portal.

Chair Penserga opened public comment. No one came forth. He closed public comment.

Motion:

Vice Chair Kelley moved to approve the FY 2024-2025 Commercial Rent Reimbursement Grant Program Application, and the FY 2024-2025 Commercial Property Improvement Grant Program

Application as presented and pending any final review from CRA legal counsel. Board Member Hay seconded the motion. The motion passed unanimously.

H. Continued Consideration of Candidates for Selection of New Executive Director - TABLED 07/09/2024

Motion:

Board Member Turkin moved to remove the item from the table for discussion. Board Member Cruz seconded the motion. The motion passed unanimously.

Ms. Rossmell spoke about the applicants and their options.

Mr. Tack clarified that two candidates withdrew.

Mayor Penserga asked for feedback.

Board Member Hay said that they have three candidates, and he is not comfortable with two of them, so he would like to readvertise.

There was consensus from the Board.

Ms. Rossmell asked how they would like to proceed.

Chair Penserga stated that sometimes a headhunter could be a good option, but sometimes it does work out. He asked Mr. Tack what he would do differently.

Mr. Tack discussed options for readvertisement.

Board Member Kelley asked if we could do a hybrid option. She said that she heard that the City has a contract for staffing and asked if the CRA could utilize the services the City already has.

Ms. Rossmell said that they might be able to piggyback off of any agreement that the City has.

Board Member Kelley clarified what she means by hybrid.

There was consensus on doing the hybrid option.

Chair Penserga opened public comment. No one came forth. He closed public comment.

15. New Business

A. Discussion and Consideration of Tax Increment Revenue Request from BB North LLC for The Villages located at 405 E. Ocean Avenue

Mr. Tack stated that BB North submitted an application for Tax Increment Financing (TIF) for the project known as The Villages. He explained that BB North purchased the property in May of 2022

from the previous owner who had obtained site plan approval for a mixed-use project, BB North worked to make various changes to the site plan through a minor modification that was approved on September 27, 2023.He further explained that BB North is currently going through their third round of permitting with the City's Building Department, and BB North's pending application requests 95% of the Project TIF up to a maximum of $12.5M. He said that the CRA staff received an Evaluation of the TIF request from Abramson & Associates, Inc., who was hired by the CRA as a third-party financial consultant to assist in reviewing the TIF request.

Manny Mato, BB North LLC representative, stated that it has been great working with staff. He spoke about the following: Background of the Project; What can they offer the City; Renderings; Location Map; Corner Park; Request; Public Benefits; Project Details; and Site Plan.

Barry Abramson, Abramson & Associates, Inc., joined online. He spoke about evaluating the proposal, and the financial estimates for the developer. He mentioned that there was one estimate that jumped out to him, which was the real estate taxes because it is higher than they have seen. He said that he pushed their number down to the high-end of the range, which reduced the subsidy gap. He spoke about the TIF amount that is being requested. He said that their financial gap could be satisfied with $9.1M over time. He spoke about different elements that are being considered, his recommendation is that this is reasonable, and that it is up to the Board if they want to do any negotiations.

Board Member Turkin thanked them for investing in Boynton Beach. He said that as of right now, the $12.5M is way too high, and he asked what their worst-case scenario is, if they do not receive the $12.5M.

Mr. Mato stated that he would ask for some flexibility in terms of the maintenance cost and that the City have reasonable rates. He mentioned that without the money, they cannot start. He said that the site plan approval will eventually expire and they may have to sell the property.

Board Member Turkin spoke about nothing being built downtown in their time on the Board, and that it is about time that something starts. He spoke about loving the open space format.

Mr. Mato spoke about the project being basically ready to go. He mentioned that development projects take a long time, and what the typical timeline is, and said that they are at the finish line, and they just need the financials to go.

Board Member Turkin said that he would support the recommended $9.1M TIF, but he cannot swallow the $12.5M.

Mr. Mato spoke about the projects that are needed in the area.

Board Member Hay asked about parking spaces downtown.

Mr. Mato spoke about the residential, commercial, and guest parking spaces. He said that they felt comfortable with the parking spaces that they have in their project.

Board Member Hay mentioned that he has a problem swallowing the $12.5M, and that he cannot move forward with it, since the recommendation is $9.1M. He said that he would like staff to do some more negotiating, to see if they can come up with something more reasonable.

Mr. Mato discussed the report, and that $9.1M is lower than expected, and that they can bring their number down a little.

Board Member Hay said that he agrees that they need to move forward and have a project going in this area, and that he hopes they can work something out.

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Ms. Miskel spoke about the spaces being metered and that it would be up to the CRA and would need negotiation.

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Ms. Miskel stated that in traditional buildings, that are mid-level, they are absolutely seeing a pay for parking fee. She said that it is normal.

Mr. Mato said that there are 145 spaces, which is 25 more than what is required.

There was further discussion regarding parking spots; parking revenue; leasing the public parking spaces' public park; and green space.

Board Member Cruz said that she agrees with the Board, and that she believes that staff can negotiate this. She mentioned that this is a key corner of downtown, and that by doing nothing, they lose money. She said that they appreciate the public park. She spoke about guest parking and paying for parking.

Vice Chair Kelley spoke about the TIF dollars and how important is it to have a mixed housing in the downtown, including affordable housing.

Chair Penserga stated that he concurs with most of the comments made tonight and directed staff to continue further negotiations.

B. Discussion and Consideration of the Purchase of 321 E. Martin Luther King, Jr. Blvd.

Theresa Utterback, Development Services Manager, displayed a location map for this property. She spoke about the purchase price and closing costs that were agreed on.

Board Member Hay asked how much the closing cost is.

Ms. Utterback stated that it is usually $3,000-$3,700.

Board Member Hay recommended to offer $375K and the seller pay the closing cost.

Chair Penserga agreed with the recommendation.

Vice Chair Kelley agreed and spoke about the selling price.

Board Member Cruz agreed as well.

Ms. Utterback clarified $375K with Purchaser and Seller paying their own closing costs.

Chair Penserga opened public comment. No one came forth. He closed public comment.

Ms. Rossmell clarified the approval amendment.

Motion:

Board Member Cruz moved to direct staff to create an agreement for the property located at 321 E. Martin Luther King, Jr. Boulevard for an amount and terms as determined by the CRA Board and bring the Purchase and Sale Agreement back to the Board for approval and signature. Board Member Hay seconded the motion. The motion passed unanimously.

C. Discussion and Consideration of Attendance at the South Florida Business Journal 2024 Structures Awards on September 19, 2024

Mr. Tack stated that this is between 4:30-7:30 PM. He spoke about the nomination that they got and asked who could attend.

Vice Chair Kelley said that she could go.

Mr. Tack said that they will have one free ticket and could purchase more, if needed.

D. Consideration of Registration and Travel Expenses to Attend the Florida Redevelopment Association 2024 Annual Conference on October 22-25, 2024 in Tampa, FL

Mr. Tack spoke about the FRA Conference and said that they have it budgeted for all five Board members to go.

Board Member Hay said that he will go.

Board Member Turkin said that he has not made a decision to go, yet.

Vice Chair Kelley would like to go to a portion of it.

Board Member Cruz would like to go to a portion of it.

Chair Penserga stated that he intends to go.

Board Member Cruz asked if it is budgeted for staff to go.

Mr. Tack affirmed.

16. CRA Projects in Process

A. Neighborhood Officer Program 3rd Quarter Report for FY 2023-2024 (April 2024 - June 2024)
B. Boynton Beach Night Market Recap

Gabriela Ferreira, Marketing and Business Promotions Coordinator, provided an update on item 16B. She played a video of the event and also mentioned that the video is on their social media.

Vice Chair Kelley spoke about what great of an event this is. She asked if we are going to do an additional day next year.

Ms. Ferreira spoke about having the events over two nights next year.

Board Member Hay said that it shows that the people of Boynton Beach are hungry for events, and that everyone was having a great time. He said that it was well organized.

C. Social Media & Print Marketing Update
D. Social Media Outreach Program 3rd Quarter Report for FY 2023-2024 (April 2024 - June 2024)
E. CRA Economic & Business Development Grant Program Update
F. MLK Jr. Boulevard Corridor Mixed Use Project (d/b/a Heart of Boynton Village Apartments) Update - August 2024

Mr. Tack provided an update on item 16F. He spoke about the following: west building kitchen; west building club room; west building leasing office; west building conference room; west building lobby; west building mailroom; and west building fitness room.

Board Member Hay's asked about occupancy.

Mr. Tack said that they are fully leased out.

17. Future Agenda Items

A. Project Update in Accordance with the Tax Increment Revenue Funding Agreement (TIRFA) with BB1 Development LLC (aka Hyperion Group, LLC) ("BB1") for the Ocean One Project - September 2024
B. Discussion and Consideration of the Adoption of "Exhibit A" to the Interlocal Agreement between the Boynton Beach CRA and the City of Boynton Beach for Funding Construction and Professional Services - September 2024
C. Semi-Annual Progress Report for the Development Agreement with Wells Landing Apartments, LLC d/b/a Heart of Boynton Shops (March - August 2024)

D. Semi-Annual Progress Report for the Purchase and Development Agreement with Wells Landing Apartments, LLC d/b/a Heart of Boynton Village Apartments (December 2023 - May 2024)

There being no further business to discuss, the meeting was adjourned at 7:52 P.M.

Maylee De Jesús, MPA, CMC
City Clerk

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

CONSENT AGENDA

AGENDA ITEM 11.C

SUBJECT:
Approval of the Purchase and Sale Agreement for 321 E. Martin Luther King, Jr. Boulevard

SUMMARY:
On August 13, 2024, CRA staff presented the CRA Board with the Sellers' terms for the purchase of the property located at 321 E. Martin Luther King, Jr. Boulevard (see Attachments I and II). The terms of the sale was $370,000 and the CRA would bear all closing costs (see Attachment III). The CRA Board provided CRA staff with a counter offer to purchase the property for $375,000 with each party bearing their own closing costs.

The Sellers accepted the counteroffer and executed the CRA's standard Purchase and Sale Agreement (Attachment IV).

FISCAL IMPACT:
FY 2023/2024 Budget 02-58200-401, Capital Outlay/Property Purchases

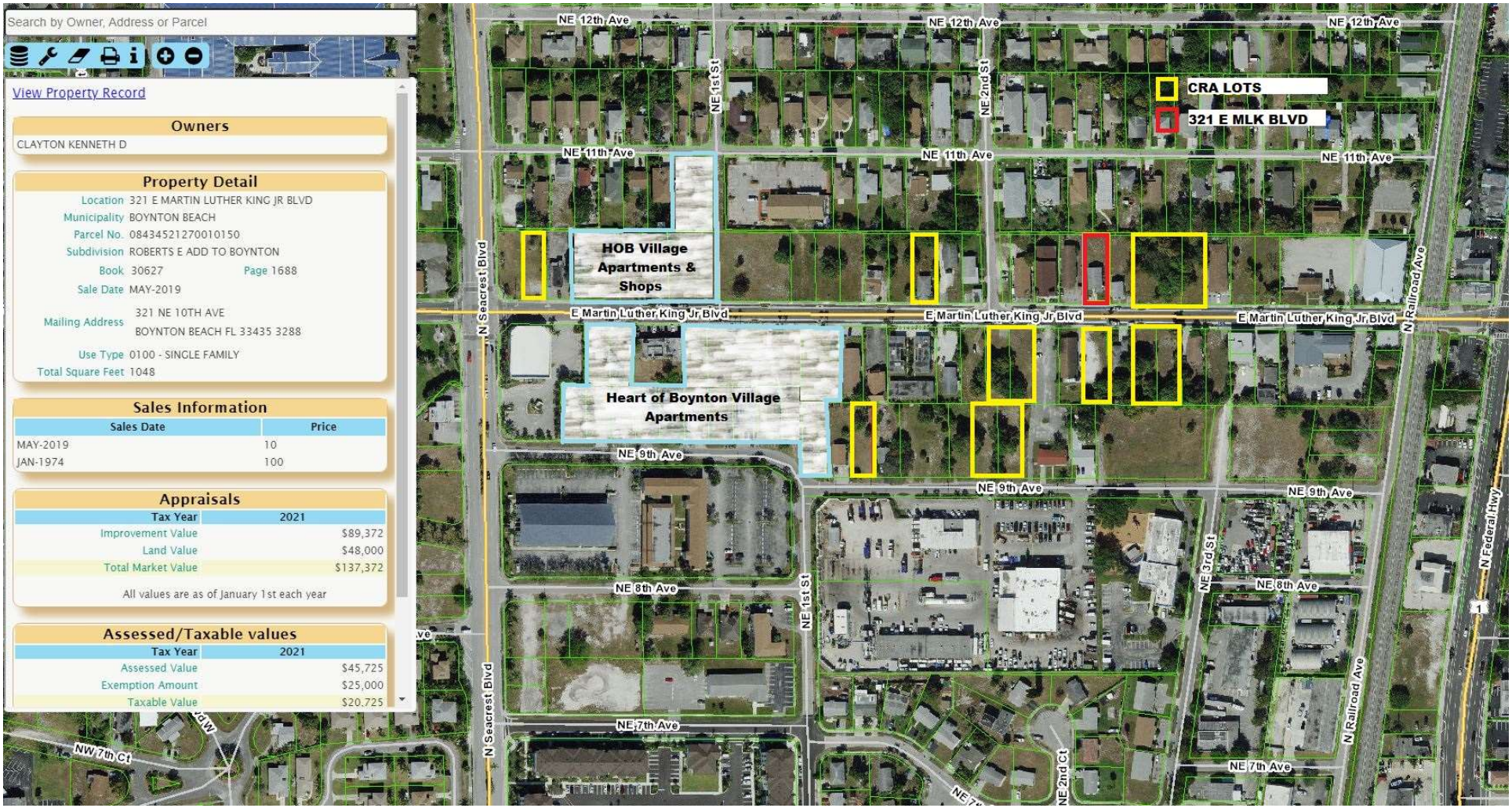
CRA PLAN/PROJECT/PROGRAM:
2016 Boynton Beach Community Redevelopment Plan, Heart of Boynton (MLK Corridor)

CRA BOARD OPTIONS:
Approve the purchase of 321 E. Martin Luther King, Jr. Blvd. in the amount of $375,000, and authorize the Board Chair to execute a Purchase and Sale Agreement.

ATTACHMENTS:

Description

- Attachment I - Location Map
- Attachment II - August 13, 2024 CRA Meeting Minutes
- Attachment III - July 27, 2024 Seller Offer Letter - 321 E. MLK Blvd.
- Attachment IV - Purchase and Sale Agreement - 321 E MLK Blvd-Sellers Signed


Search by Owner, Address or Parcel
View Property Record
Owners
CLAYTON KENNETH D
Property Detail
Location 321 E MARTIN LUTHER KING JR BLVD
Municipality BOYNTON BEACH
Parcel No. 08434521270010150
Subdivision ROBERTS E ADD TO BOYNTON
Book 30627 Page 1688
Sale Date MAY-2019
Mailing Address 321 NE 10TH AVE
BOYNTON BEACH FL 33435 3288
Use Type 0100 - SINGLE FAMILY
Total Square Feet 1048
Sales Information
Sales Date Price
MAY-2019 10
JAN-1974 100
Appraisals
Tax Year 2021
Improvement Value $89,372
Land Value $48,000
Total Market Value $137,372
All values are as of January 1st each year
Assessed/Taxable values
Tax Year 2021
Assessed Value $45,725
Exemption Amount $25,000
Taxable Value $20,725
CRA LOTS
321 E MLK BLVD
HOB Village Apartments & Shops
Heart of Boynton Village Apartments
NE 12th Ave
NE 11th Ave
NE 9th Ave
NE 8th Ave
NE 7th Ave
NE 1st St
NE 2nd St
NE 3rd St
N Seacrest Blvd
E Martin Luther King Jr Blvd
N Railroad Ave
N Federal Hwy
NW 7th Ct
NE 2nd Ct

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Boynton Beach CRA
100 E. Ocean Ave., 4th Floor
Boynton Beach, FL. 33435
July 27, 2024

To whom it may concern:

I, Gail Clayton & Deidra Clayton
Agree to sell the property at:
321 M.L.K. Blvd East
Boynton Beach, FL. 33435
To you for $370,000.00 without
paying any closing cost.

Signed: Gail M. Clayton Date 7/27/2024

Signed: Deidra Clayton Date 07/27/2024

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 GAIL M. CLAYTON, and DEIDRA D. CLAYTON (hereinafter "SELLER").

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

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

321 NE 10th Avenue, Boynton Beach, FL 33435 aka
321 E. Martin Luther King Jr. Blvd., Boynton Beach, FL 33435
PCN 08-43-45-21-27-001-0150

Lot 15, Block 1, E. ROBERTS 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, recorded in Plat Book 1, page 123.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property shall be Three Hundred and Seventy-Five Thousand Dollars ($375,000.00), 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

PURCHASER's Initials: _____
SELLER's Initials: DC

Deposit shall be delivered to (or retained by, as applicable) the non-defaulting Party, and the non-defaulting Party shall have such additional rights, if any, as are provided in Section 12.

3.3 Escrow Agent. PURCHASER and SELLER authorize Escrow Agent to receive, deposit and hold funds in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Agreement. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to PURCHASER and SELLER, unless the misdelivery is due to Escrow Agent's willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, 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 October 31, 2024 (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 thirty (30) days from the Effective Date of this Agreement ("Feasibility Period"), at PURCHASER's expense, to make inquiries to determine if the Property is suitable for its intended use and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests, inspections, valuation appraisals and investigations of the Property, including but not limited to Phase I and Phase II investigations, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER's sole and absolute discretion, to terminate this contract and receive back all deposits hereunder. If PURCHASER elects to

PURCHASER's Initials: _____
SELLER's Initials: BC DC

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, 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

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SELLER's Initials: DC X
DC

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

7.3.3 Prior to the Closing Date, SELLER shall execute and deliver to PURCHASER any and all documents and instruments required by PURCHASER, in PURCHASER's sole and absolute discretion, which: (i) effectuate the transfer to PURCHASER of those Governmental Approvals, or portions thereof which are applicable to the Property, that PURCHASER desires to have assigned to it, and/or (ii) cause the Property to be withdrawn from

PURCHASER's Initials: _____
SELLER's Initials: DC

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.

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

PURCHASER's Initials: _____
SELLER's Initials: DC X
DC

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.

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.

PURCHASER's Initials: _____
SELLER's Initials: BC X
DC

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 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

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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.

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)").

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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 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.

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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 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

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delivery to the following addresses:

If to Seller: c/o Philip B Harris P.A.
685 Royal Palm Beach Blvd. #205
Royal Palm Beach FL 33411
561-543-7963

If to Purchaser: Timothy Tack, Acting 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 and PURCHASER hereby state that they have not dealt with a real estate broker in connection with the transaction contemplated by this Agreement and are not 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.

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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: 1) defend the claim up to and including final judgment, or 2) interplead the challenged

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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

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context may require. Provisions of this Agreement that expressly provide that they survive the Closing shall not merge into the Deed.

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

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

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

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

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

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

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

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 PAGE.

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

PURCHASER:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

_____
Printed Name: Ty Penserga
Title: Chair
Date: _____

WITNESS:

_____
Printed Name: _____

ESCROW AGENT:

LEWIS, LONGMAN & WALKER, P.A.

_____
Printed Name: _____
Date: _____

SELLER:

GAIL M. CLAYTON

X Gail M. Clayton
Date: 8/29/2024

WITNESS:

X [signature]
Printed Name: Katherine McGee
8/27/24

SELLER:

DEIDRA D. CLAYTON

X Deidra D. Clayton
Date: 8/27/204

WITNESS:

[signature]
Printed Name: Phillip Harris

PURCHASER's Initials: ____
SELLER's Initials: GC X DC

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

CRA ADVISORY BOARD

AGENDA ITEM 13.A

SUBJECT:
Pending Assignments - New Assignments from the CRA Board Assigned at the February 13, 2024 CRA Monthly Board Meeting

SUMMARY:
On February 13, 2024, the CRA Board approved the following tasks be assigned to the CRA Advisory Board (CRAB):

1. Initiate the steps to revise the 2016 CRA Plan,
   A. With the first step to review the existing CRA plan, and
   B. With the end goal to incorporate both the grocery store and public parking as part of that plan.
2. Look for ways that are above and beyond the normal City functions to beautify the area within the CRA district (cannot be in replacement of a normal City function and needs to be above and beyond).
3. Investigate means to get a grocery store in the CRA Heart of Boynton area.
4. Identify potential locations for a Public Parking Garage preferably along Ocean Avenue.
5. Look for available properties for potential acquisition with a focus on commercial properties along the Federal Highway area (ex. vacant properties for commercial use).

On August 1, 2024, the CRAB Board reviewed the Cultural District section of the 2016 CRA Plan. Additionally, they reviewed the Industrial District section and discussed their findings at the September 5, 2024 meeting.

FISCAL IMPACT:
To be determined.

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

CRA BOARD OPTIONS:
To be determined.

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

OLD BUSINESS

AGENDA ITEM 14.A

SUBJECT:
Update on the Status of the Permit in Accordance with the First Amendment to the Purchase and Development Agreement with BB1 Development LLC (aka Hyperion Group, LLC) ("BB1") for the Ocean One Project

SUMMARY:
The Boynton Beach Community Redevelopment Agency ("BBCRA") entered into a Purchase and Development Agreement (PDA) and Tax Increment Revenue Funding Agreement (TIRFA) with Ocean One Boynton, LLC ("Developer") on January 16, 2018, for the BBCRA owned property located at 222 N. Federal Highway in the amount of $1,000 (see Attachment I - III). The closing and transfer of property ownership to the Developer occurred on February 24, 2018.

The Ocean One Mixed-use Project site plan, which was approved by the City of Boynton Beach City Commission on April 17, 2017, Phase I of the project included 231 multi-family residential rental units, a parking structure and 8,600 (+/-) square feet of commercial space (see Attachment IV). The TIRFA with Ocean One Boynton, LLC, expired on January 16, 2021 (see Attachment V), which termination was acknowledged by the CRA Board at their February 9, 2021 meeting.

Under the terms of the PDA, Section 18.2 required the Developer to commence construction of a public plaza on the CRA's parcel within twelve months of the expiration of the commencement of construction period which equated to January 16, 2021.

The property was subsequently sold to BB1 Development, LLC (aka Hyperion Group, LLC) (“BB1”) in December 2021.

On April 18, 2023, City Commission approved a Major Master Plan Modification, Major Site Plan Modification, and six Community Design Appeal requests (see attachment VI) for the Ocean One project (“the Project”). The Project, as proposed, is a mixed-use development including 371 residential units, as well as, approximately 25,000 SF of retail/commercial space.

On September 12, 2023, the CRA Board approved the First Amendment to the PDA (see Attachment VII), amending Section 18.2 to require BB1 to:

- Submit its application for building permit for the Project within one year from the effective date of the Amendment (September 12, 2024); and
- Commence construction of the Project within six months of the issuance of the building permit.

On August 29, 2024, the BBCRA received an email from BB1 stating that a Master Building Permit was submitted on August 15, 2024, and that the submittal fees would be paid to the City the following week (see Attachment VIII). A representative from BB1 will be available at the September 10, 2024, CRA Board Meeting to provide an update.

FISCAL IMPACT:
To be determined by the CRA Board.

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 - Purchase and Development Agreement
- Attachment II - TIRFA Ocean One Boynton
- Attachment III - Amendment 1 TIRFA Ocean One Boynton
- Attachment IV - Project Description Ocean One
- Attachment V - Letter from Bonnie Miskel RE TIRFA expiration
- Attachment VI - Site Plan
- Attachment VII - First Amendment to Purchase and Development Agreement Ocean One Hyperion
- Attachment VIII - BB1 Project Update Email

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 Cashdollar

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 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)

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

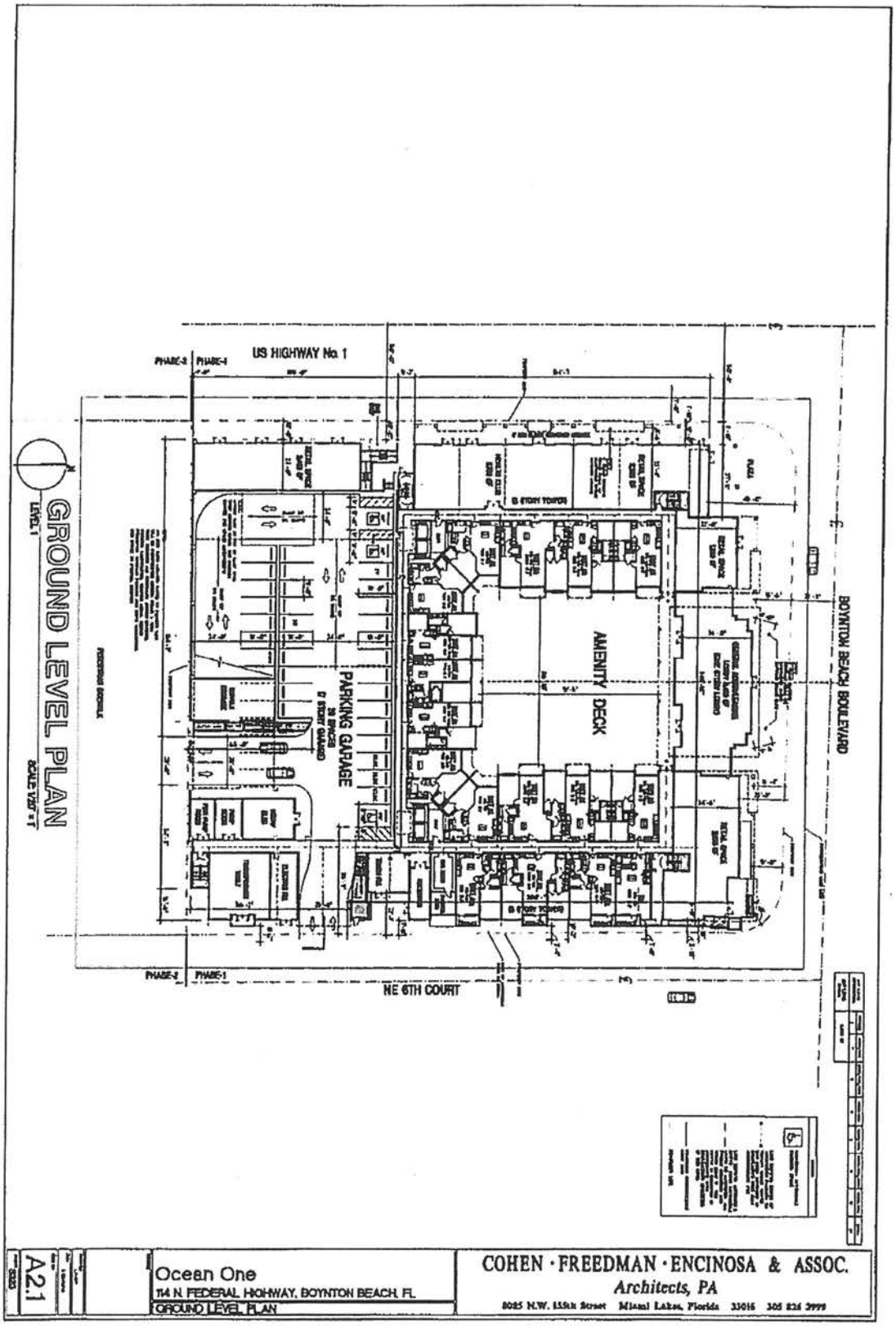

US HIGHWAY No. 1
PHASE-II
PHASE-I
GROUND LEVEL PLAN
LEVEL 1
SCALE: 1/32" = 1'
PARKING GARAGE
AMENITY DECK
BOYNTON BEACH BOULEVARD
NE 6TH COURT
PHASE-II
PHASE-I
A2.1
Ocean One
114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL
GROUND LEVEL PLAN
COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

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)

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

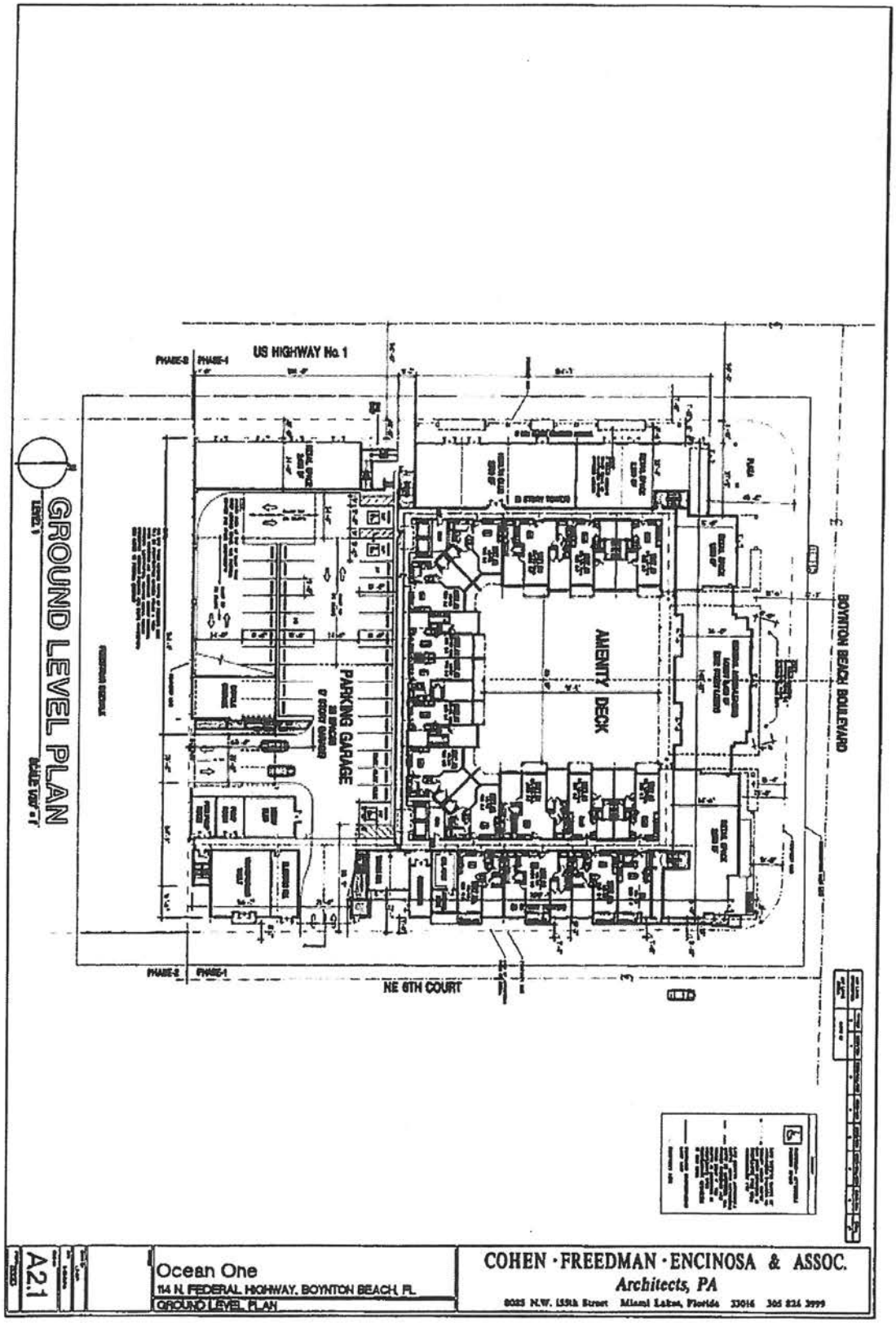
OF WAY LINE OF N.E. 2ND AVENUE AS NOW LAID OUT AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 45' 09" EAST ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 254.12 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.E. 6TH COURT AS NOW LAID OUT; THENCE RUN 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.

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


US HIGHWAY No. 1
PHASE-2
PHASE-1
GROUND LEVEL PLAN
PARKING GARAGE
AMENITY DECK
BOYNTON BEACH BOULEVARD
NE 6TH COURT
PHASE-2
PHASE-1
A2.1
Ocean One
114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL
GROUND LEVEL PLAN
COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA
8025 N.W. 153th Street Miami Lakes, Florida 33016 305 826 3999

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[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)

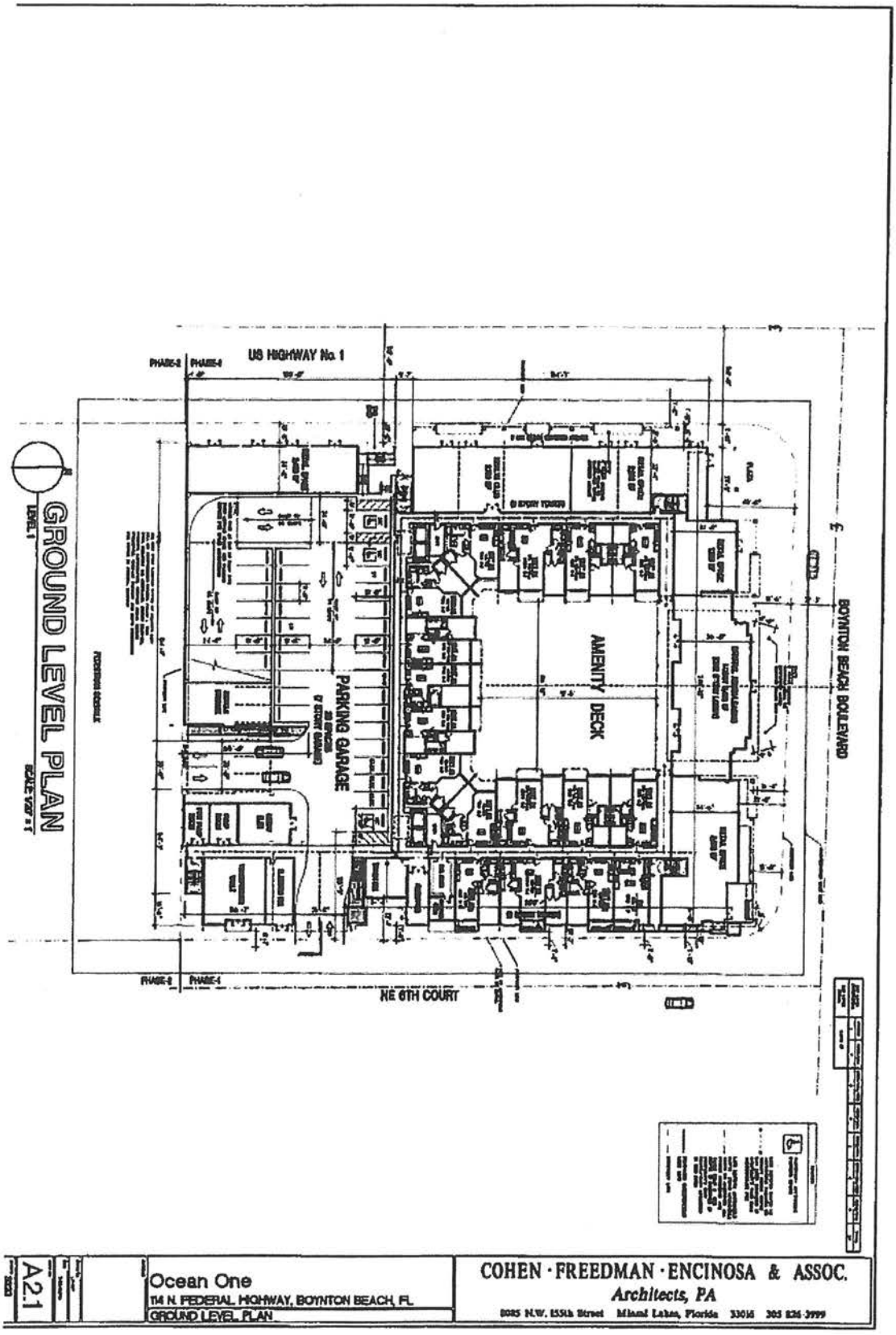

US HIGHWAY No. 1
PHASE-II
PHASE-I
GROUND LEVEL PLAN
LEVEL 1
SCALE 1/32" = 1'
PARKING GARAGE
AMENITY DECK
BOYNTON BEACH BOULEVARD
NE 6TH COURT
A2.1
Ocean One
114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL
GROUND LEVEL PLAN
COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305 826 3999

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: 08/26/2017
JOB NO.	04175	DRN BY: JSH	
		CK'D BY: TD	SHEET 1 OF 2

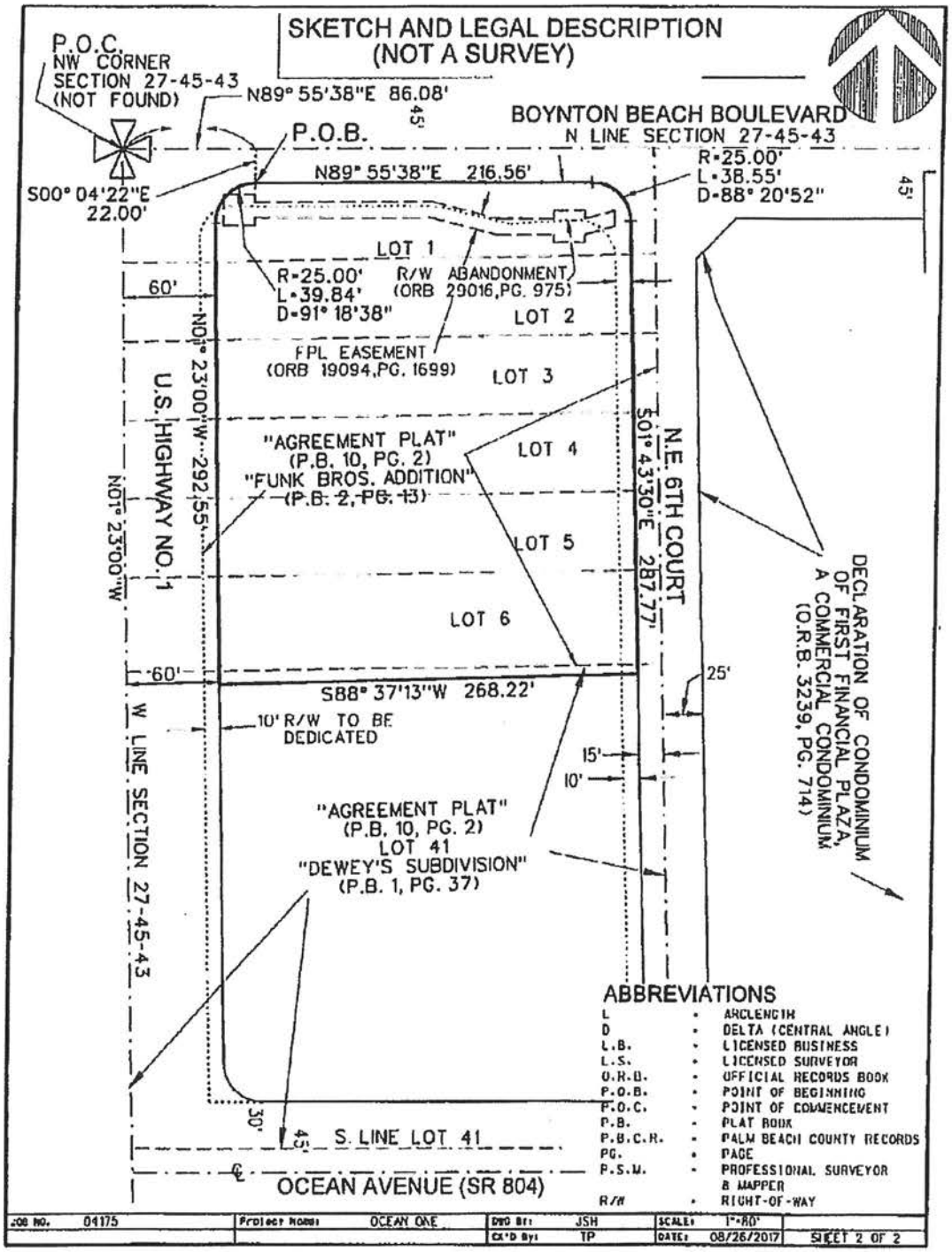

SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)
P.O.C.
NW CORNER
SECTION 27-45-43
(NOT FOUND)
N89° 55'38"E 86.08'
P.O.B.
BOYNTON BEACH BOULEVARD
N LINE SECTION 27-45-43
S00° 04'22"E
22.00'
N89° 55'38"E 216.56'
R=25.00'
L=38.55'
D=88° 20'52"
45'
LOT 1
R=25.00'
L=39.84'
D=91° 18'38"
R/W ABANDONMENT
(ORB 29016,PG. 975)
LOT 2
FPL EASEMENT
(ORB 19094,PG. 1699)
LOT 3
"AGREEMENT PLAT"
(P.B. 10, PG. 2)
"FUNK BROS. ADDITION"
(P.B. 2, PG. 13)
LOT 4
LOT 5
LOT 6
60'
N01° 23'00"W 292.55'
U.S. HIGHWAY NO. 1
N01° 23'00"W
S01° 43'30"E 287.77'
N.E. 6TH COURT
S88° 37'13"W 268.22'
10' R/W TO BE
DEDICATED
25'
15'
10'
DECLARATION OF CONDOMINIUM
OF FIRST FINANCIAL PLAZA,
A COMMERCIAL CONDOMINIUM
(O.R.B. 3239, PG. 714)
"AGREEMENT PLAT"
(P.B. 10, PG. 2)
LOT 41
"DEWEY'S SUBDIVISION"
(P.B. 1, PG. 37)
W. LINE SECTION 27-45-43
30'
45'
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
JOB NO. 04175
Project Name: OCEAN ONE
DWG BY: JSH
CK'D BY: TP
SCALE: 1"=40'
DATE: 08/26/2017
SHEET 2 OF 2

Exhibit "C"

(Public Parking)

(see attached)

Parking Exhibit

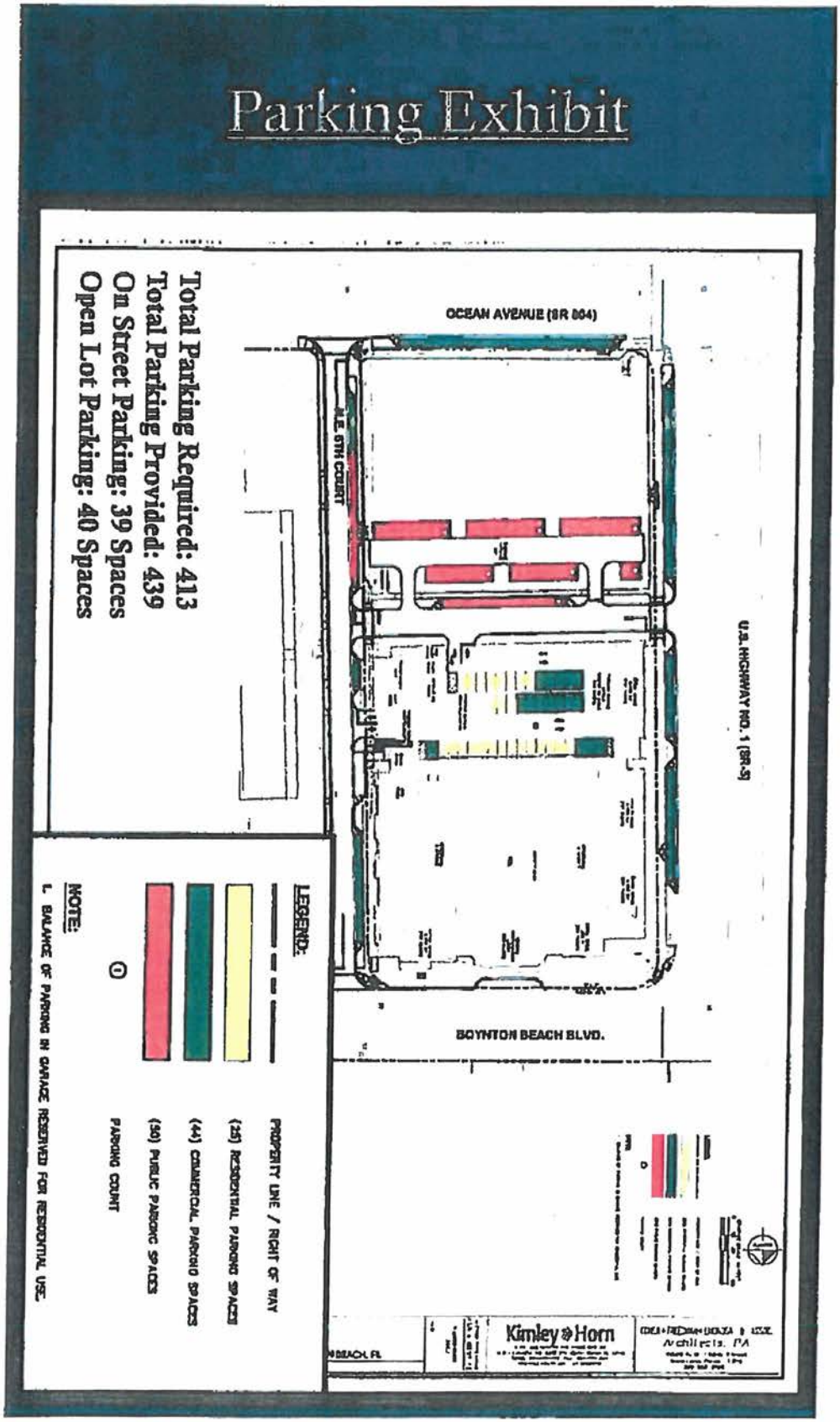


EXHIBIT "D"

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 _____

SPECIAL WARRANTY DEED EXHIBIT "E"
PUBLIC PLAZA

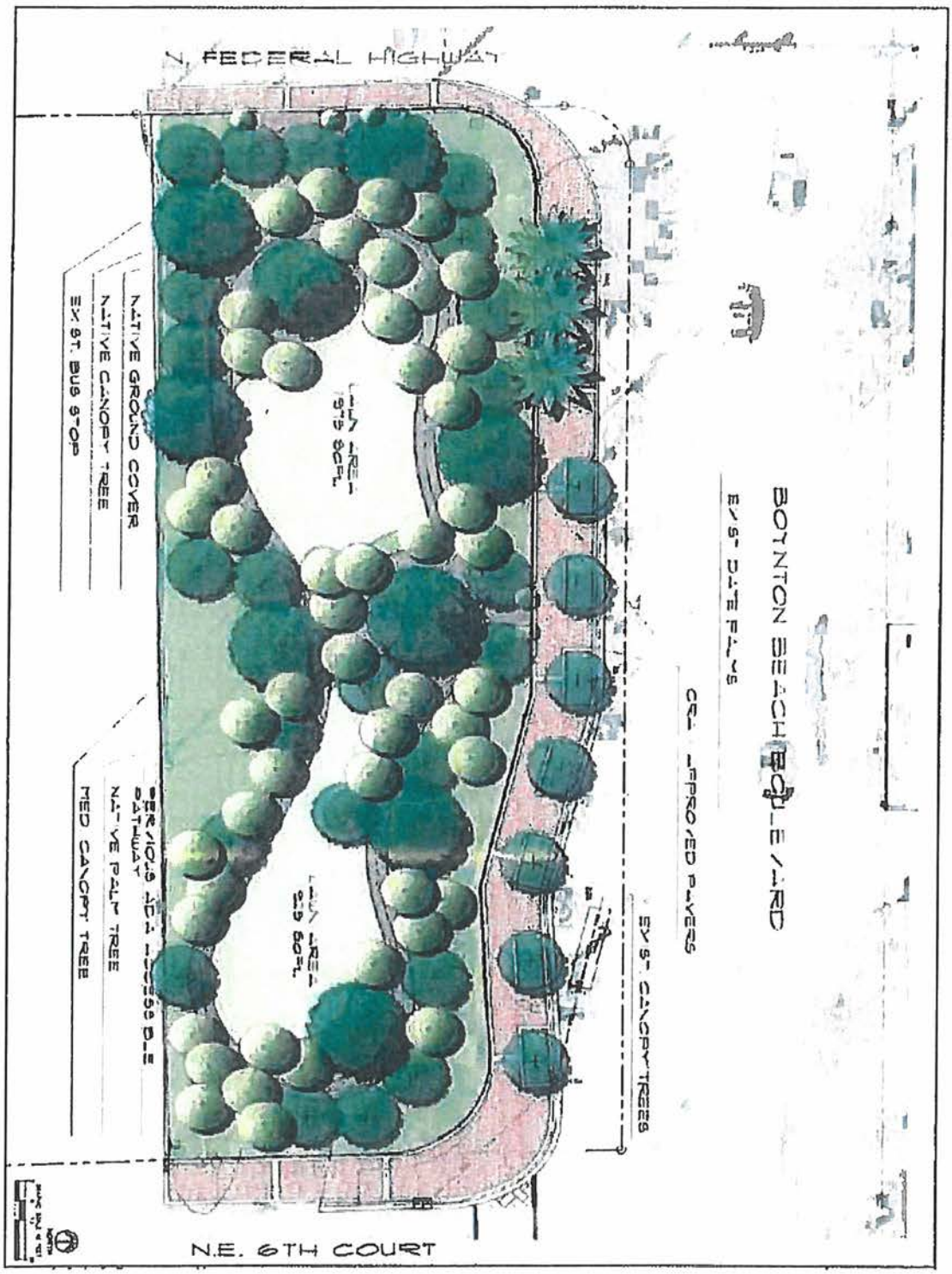

N. FEDERAL HIGHWAY
BOYNTON BEACH BLVD
EXIST DATE PALMS
EXIST CANOPY TREES
PROPOSED PAVERS
NATIVE GROUND COVER
NATIVE CANOPY TREE
EX ST. BUS STOP
MED CANOPY TREE
NATIVE PALM TREE
N.E. 6TH COURT

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[CRA SIGNATURE ON FOLLOWING PAGE]

WITNESSES

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Steven Grant, CRA Board Chair

_____
Print Name: _____

_____
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)

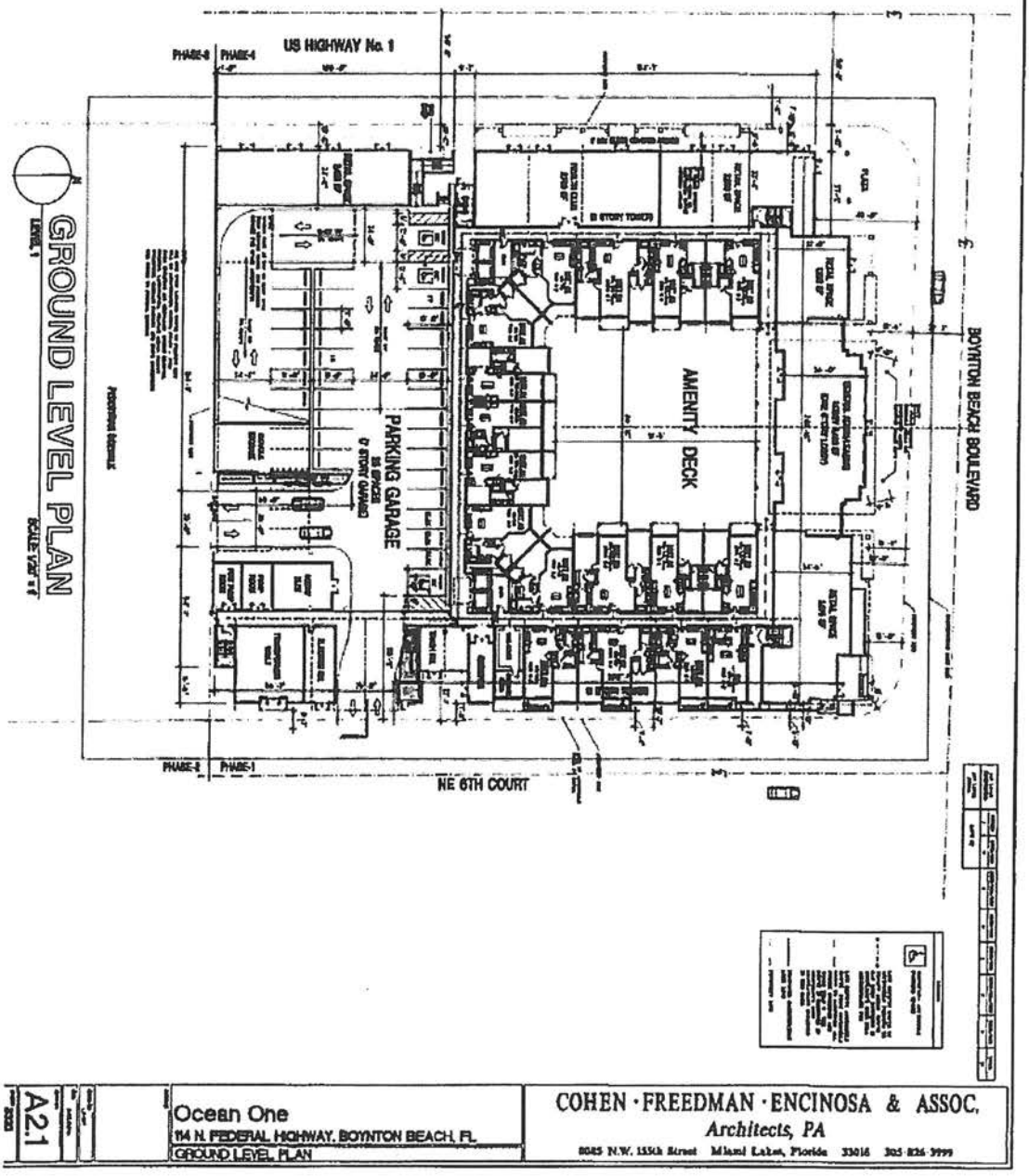

US HIGHWAY No. 1
PHASE-3
PHASE-4
PHASE-2
PHASE-1
PARKING GARAGE
AMENITY DECK
BOYNTON BEACH BOULEVARD
NE 6TH COURT
GROUND LEVEL PLAN
A2.1
Ocean One
114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL
GROUND LEVEL PLAN
COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305-826-9999

Exhibit "B"

(Property)

(see attached)

PERIMETER
SURVEYING & MAPPING
Certificate of Authorization No. LB7264

947 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: 08/26/2017	
JOB NO. 04175	DRG BY: JSH		
	CK'D BY: TD	SHEET 1 OF 2	

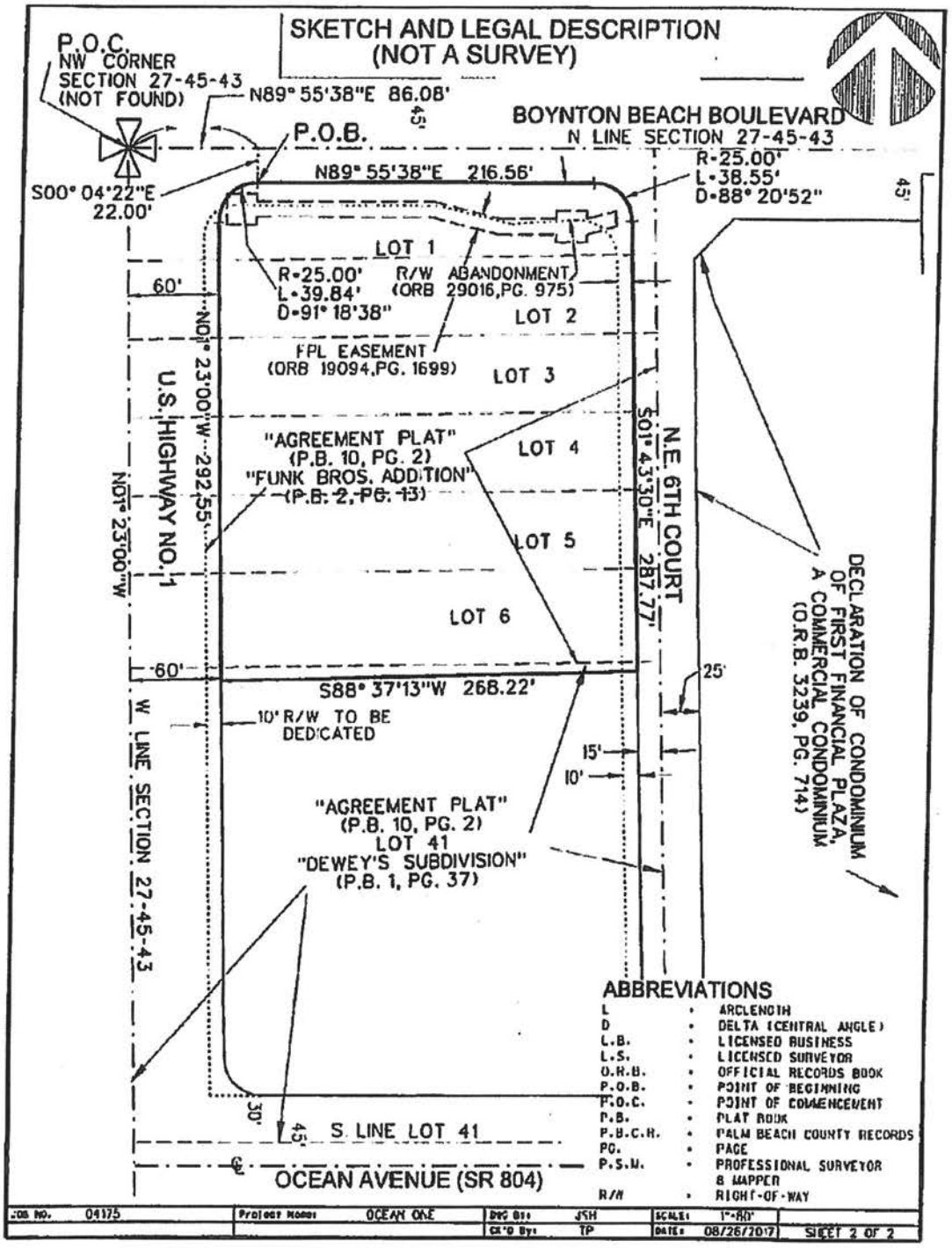

SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)
P.O.C.
NW CORNER
SECTION 27-45-43
(NOT FOUND)
N89° 55'38"E 86.08'
P.O.B.
BOYNTON BEACH BOULEVARD
N LINE SECTION 27-45-43
S00° 04'22"E
22.00'
N89° 55'38"E 216.56'
R=25.00'
L=38.55'
D=88° 20'52"
45'
LOT 1
R=25.00'
L=39.84'
D=91° 18'38"
R/W ABANDONMENT
(ORB 29016,PG. 975)
LOT 2
60'
FPL EASEMENT
(ORB 19094,PG. 1699)
LOT 3
N01° 23'00"W 292.55'
U.S. HIGHWAY NO. 1
N01° 23'00"W
"AGREEMENT PLAT"
(P.B. 10, PG. 2)
"FUNK BROS. ADDITION"
(P.B. 2, PG. 13)
LOT 4
S01° 43'30"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'
45'
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
JOB NO. 04175
Project Name: OCEAN ONE
DWG BY: JSH
CK'D BY: TP
SCALE: 1"=80'
DATE: 08/26/2017
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
LEGEND:
PROPERTY LINE / RIGHT OF WAY
(25) RESIDENTIAL PARKING SPACES
(44) COMMERCIAL PARKING SPACES
(50) PUBLIC PARKING SPACES
PARKING COUNT
NOTE:
1. BALANCE OF PARKING IN GARAGE RESERVED FOR RESIDENTIAL USE.
BOYNTON BEACH BLVD.
U.S. HIGHWAY NO. 1 (SR-5)
N.E. 6TH COURT
OCEAN AVENUE (SR 804)
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):

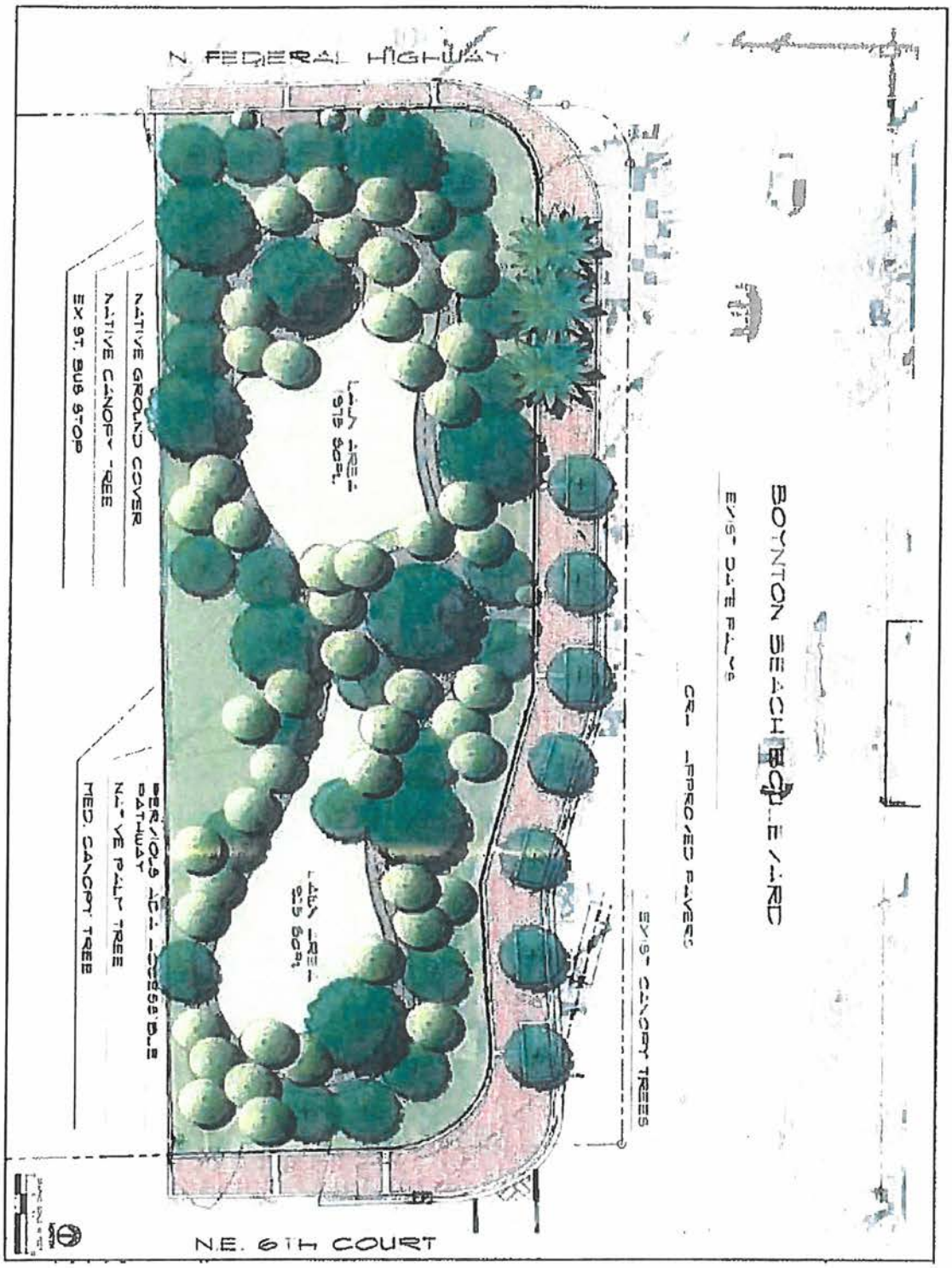
1. Provided Certificate of Occupancy from the City of Boynton Beach or other governmental agency demonstrating Certificates of Occupancy for the Phase I's 231 multi-family units on _____

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 _____

EXHIBIT "E"
THE PLAZA DEVELOPMENT PLAN


N. FEDERAL HIGHWAY
BOYNTON BEACH BLVD
EXIST DATE PALMS
CR - APPROVED PAVERS
EXIST CANOPY TREES
LAW TREE
918 SQFT.
LAW TREE
919 SQFT.
NATIVE GROUND COVER
NATIVE CANOPY TREE
EX ST. BUS STOP
PERVIOUS ACCESSIBLE PATHWAY
NATIVE PALM TREE
MED. CANOPY TREE
N.E. 6TH COURT

TAX INCREMENT REVENUE FUNDING AGREEMENT

This Tax Increment Revenue Funding Agreement (hereinafter "Agreement") entered into as of the 16 day of JANUARY, 2018, 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.

e. 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

Print Name: Michael Ross

Print Name: Gary S. Dunn

OCEAN ONE BOYNTON, LLC
a Florida limited liability company

By:
Print Name: F. Davis Canalier
Title: Authorized Signor

STATE OF FLORIDA)
) SS:
COUNTY OF Palm Beach)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared F. Davis Canalier as Authorized Signor 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 9th day of January, 2018.

My Commission Expires:

Notary Public, State of Florida at Large

RUTH MCGLYNN
MY COMMISSION # FF241386
EXPIRES September 13, 2018

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[CRA SIGNATURE ON FOLLOWING PAGE]

WITNESSES

Print Name: Michael Simon

Print Name: TRACY T-SHUTT

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Steven Grant, CRA Board Chair

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 16 day of JANUARY, 2018.

My Commission Expires:

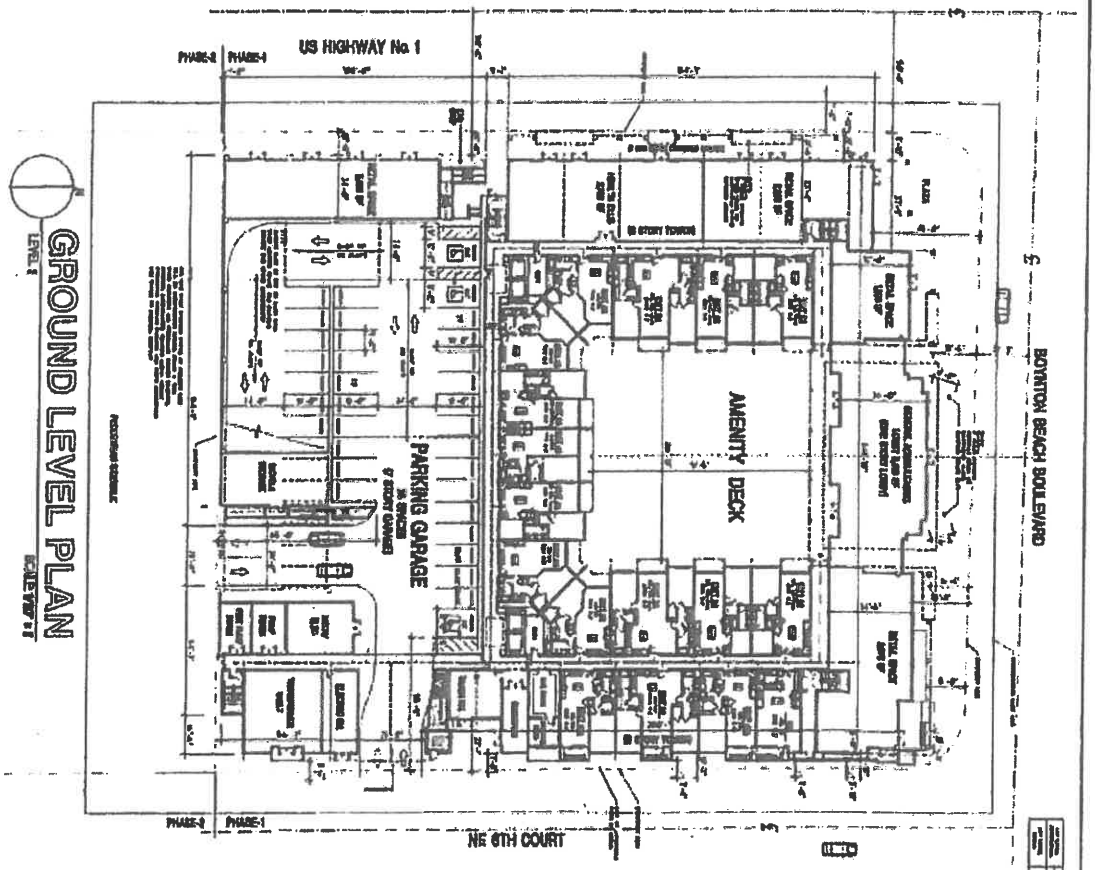
Notary Public, State of Florida at Large

Bonnie Nicklien
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG108394
Expires 5/25/2021

Exhibit "A"

(Project)

(see attached)



A2.1

Ocean One
114 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL
GROUND LEVEL PLAN

COHEN · FREEDMAN · ENCINOSA & ASSOC.
Architects, PA
8085 N.W. 155th Street Miami Lakes, Florida 33016 305-826 2999

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: 08/26/2017
JOB NO.	04175	DRG BY: JSH	
		CK'D By: TD	SHEET 1 OF 2

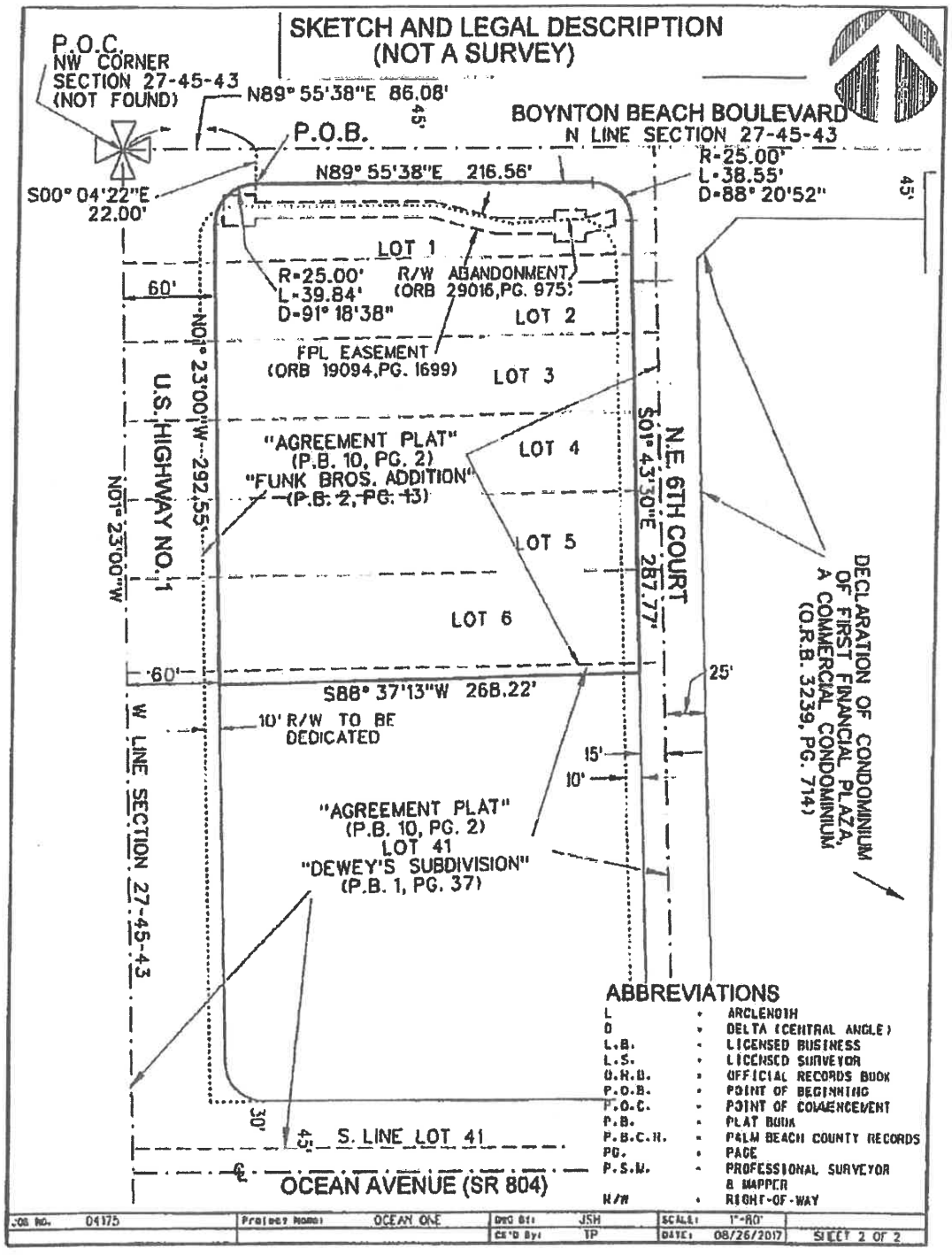

SKETCH AND LEGAL DESCRIPTION
(NOT A SURVEY)
P.O.C.
NW CORNER
SECTION 27-45-43
(NOT FOUND)
N89° 55'38"E 86.08'
45'
P.O.B.
BOYNTON BEACH BOULEVARD
N LINE SECTION 27-45-43
S00° 04'22"E
22.00'
N89° 55'38"E 216.56'
R=25.00'
L=38.55'
D=88° 20'52"
45'
LOT 1
R=25.00'
L=39.84'
D=91° 18'38"
R/W ABANDONMENT
(ORB 29016,PG. 975)
LOT 2
60'
FPL EASEMENT
(ORB 19094,PG. 1699)
LOT 3
N01° 23'00"W 292.55'
U.S. HIGHWAY NO. 1
N01° 23'00"W
"AGREEMENT PLAT"
(P.B. 10, PG. 2)
"FUNK BROS. ADDITION"
(P.B. 2, PG. 13)
LOT 4
S01° 43'30"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'
45'
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
JOB NO. 04175
Project Name: OCEAN ONE
DWG BY: JSH
CK'D BY: TP
SCALE: 1"=80'
DATE: 08/26/2017
SHEET 2 OF 2

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 _____

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 I 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: F. Davis Camalier
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 X 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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[CRA SIGNATURE ON FOLLOWING PAGE]

WITNESSES

Print Name: THUY T. STUTT

Print Name: John Durgan

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____

Print Name: Steven B. 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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01233511-3



Ocean One Site Plan

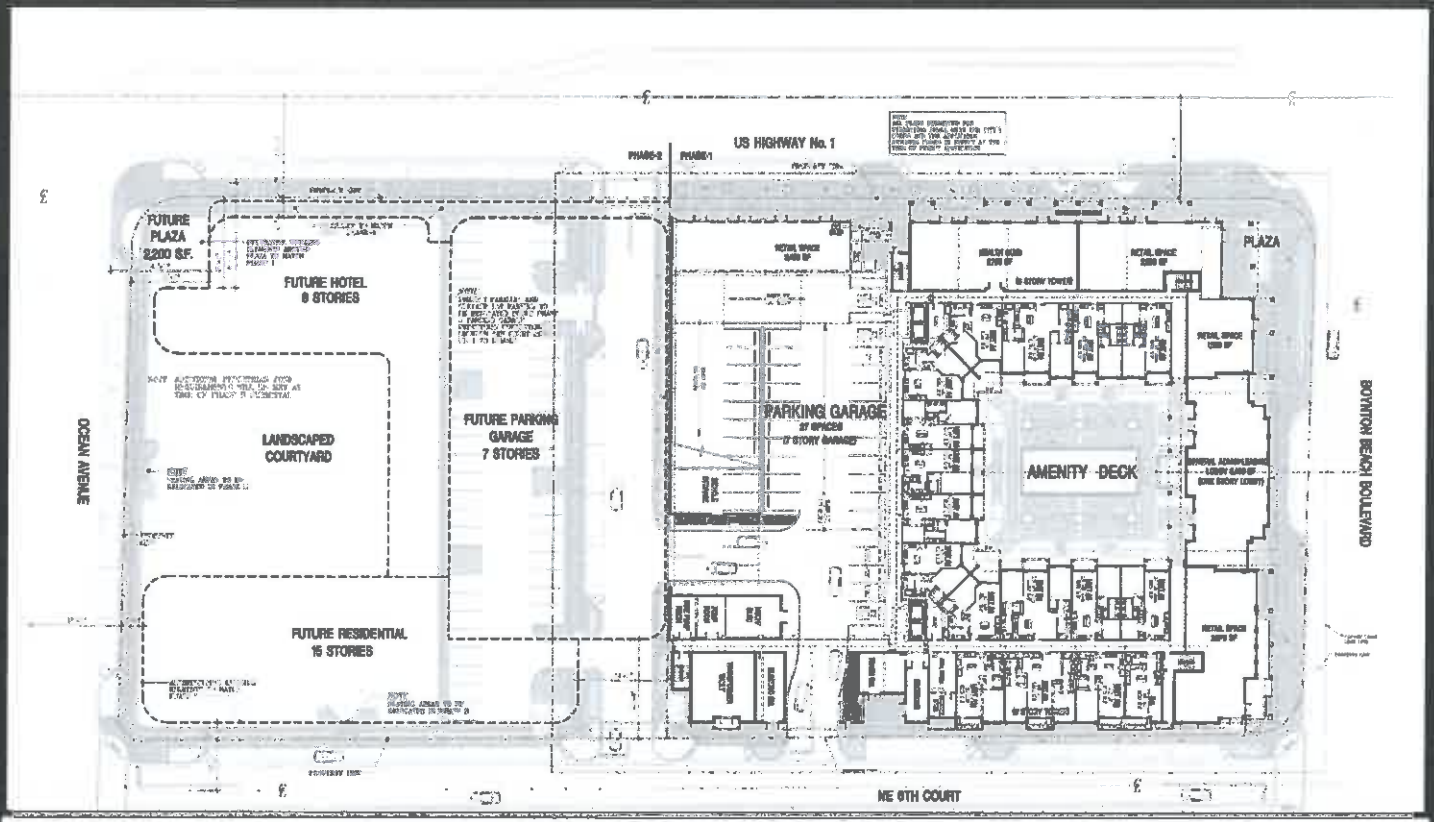
Boynton Beach Community Redevelopment Agency

January 10, 2017

Property Aerial



Proposed Master Plan



PROJECT DATA PHASE II:

CONSTRUCTION TYPE: 1A
RESIDENTIAL: 127 UNITS
RETAIL SPACE: 3,500 S.F.
HOTEL: 120 ROOMS

HEIGHT:
RESIDENTIAL BLDG: 15 STORIES
PARKING GARAGE: 7 STORIES
HOTEL: 8 STORIES

COMPLETE PROJECT DATA:

CONSTRUCTION TYPE: 1A
RESIDENTIAL: 358 UNITS
RETAIL SPACE: 12,075 S.F.
HOTEL: 120 ROOMS

NOTE: ALL FUTURE BUILDINGS WILL COMPLY WITH PART 3, CHAPTER 4, ARTICLE 3, SECTION 6.H.4 AND THE CRA URBAN DESIGN GUIDELINES

PROJECT DATA PHASE I:

CONSTRUCTION TYPE: 1A
RESIDENTIAL: 231 UNITS
RETAIL SPACE: 8,575 S.F.

HEIGHT:
RESIDENTIAL BLDG: 6 STORIES
PARKING GARAGE: 7 STORIES

DUNAY MISKEL BACKMAN LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman
Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott
Christina Bilenki
Lauren G. Odom
Nicole Jaeger
Rachael Bond Palmer

January 5, 2021
By email

Chair, Steven B. Grant
Vice Chair, Ty Penserga
Board Member, Justin Katz
Board Member, Woodrow Hay
Board Member, Christina Romelus
Community Redevelopment Agency
City of Boynton Beach

Re: Update on Purchase and Development Agreement and Tax Increment Revenue Funding Agreement regarding Ocean One Boynton, LLC

Dear Chair Grant, Vice Chair Penserga, and Board Members:

As you will recall, at your last meeting, the Board discussed the Tax Increment Revenue Funding Agreement ("TIRFA") expiration currently scheduled to expire on January 16, 2021, and the status of the Purchase and Development Agreement ("Agreement") between the Boynton Beach Community Redevelopment Agency ("CRA") and Ocean One Boynton, LLC ("Developer"), including commencement of construction of the public plaza on the CRA's parcel. In response to your inquiry, on behalf of my client, I agreed to respond back to the Board with my client's plan related to the Agreement and TIRFA and its plan for redevelopment.

As it relates to redevelopment of the subject property, my client is in negotiation with a venture partner to move forward with redevelopment. To that end, my client and the venture partner have evaluated the economics of the transaction, and even with the tax increment incentives allocated in accordance with the TIRFA, the project as currently approved is not economically feasible given the rent rates applicable to the area. As such, my client has concluded that it makes no sense to proceed under the current TIRFA and in an effort to be fully transparent is prepared to let the TIRFA expire. Rather than working with the framework of the TIRFA, my client and its venture partner are in the process of considering other alternatives in response to the current economic environment and would prefer to work out all the details and return to the Board at a later date with a plan that is economically viable and will result in the redevelopment of the subject property.

As to the Agreement, my client is requesting a six month extension to the condition to the Agreement requiring the commencement of construction of the public plaza to give my client sufficient time to submit its alternative proposal.

We are happy to attend your next meeting to discuss this request further.

Sincerely,

Bonnie Miskel, Esq.
BM/rmm
cc: Mike Simon, Executive Director
Tara Duhy, Esq.
Mr. Davis Camalier

OCEAN ONE

114 / 222 N. FEDERAL HIGHWAY, BOYNTON BEACH, FL



DRAWING INDEX	
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A0.06	VEHICULAR USE AREA & GREEN AREA CALCULATIONS
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A0.08	GARAGE FLOOR PLANS
A0.09	GARAGE FLOOR PLANS
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A2-101	ENLARGED UNITS PLANS
A2-102	ENLARGED UNITS PLANS

SITE PLAN APPROVAL
24 FEBRUARY 2023

OWNER:
HYPERION GROUP
888 Biscane Blvd, Suite 101
Miami, FL 33132

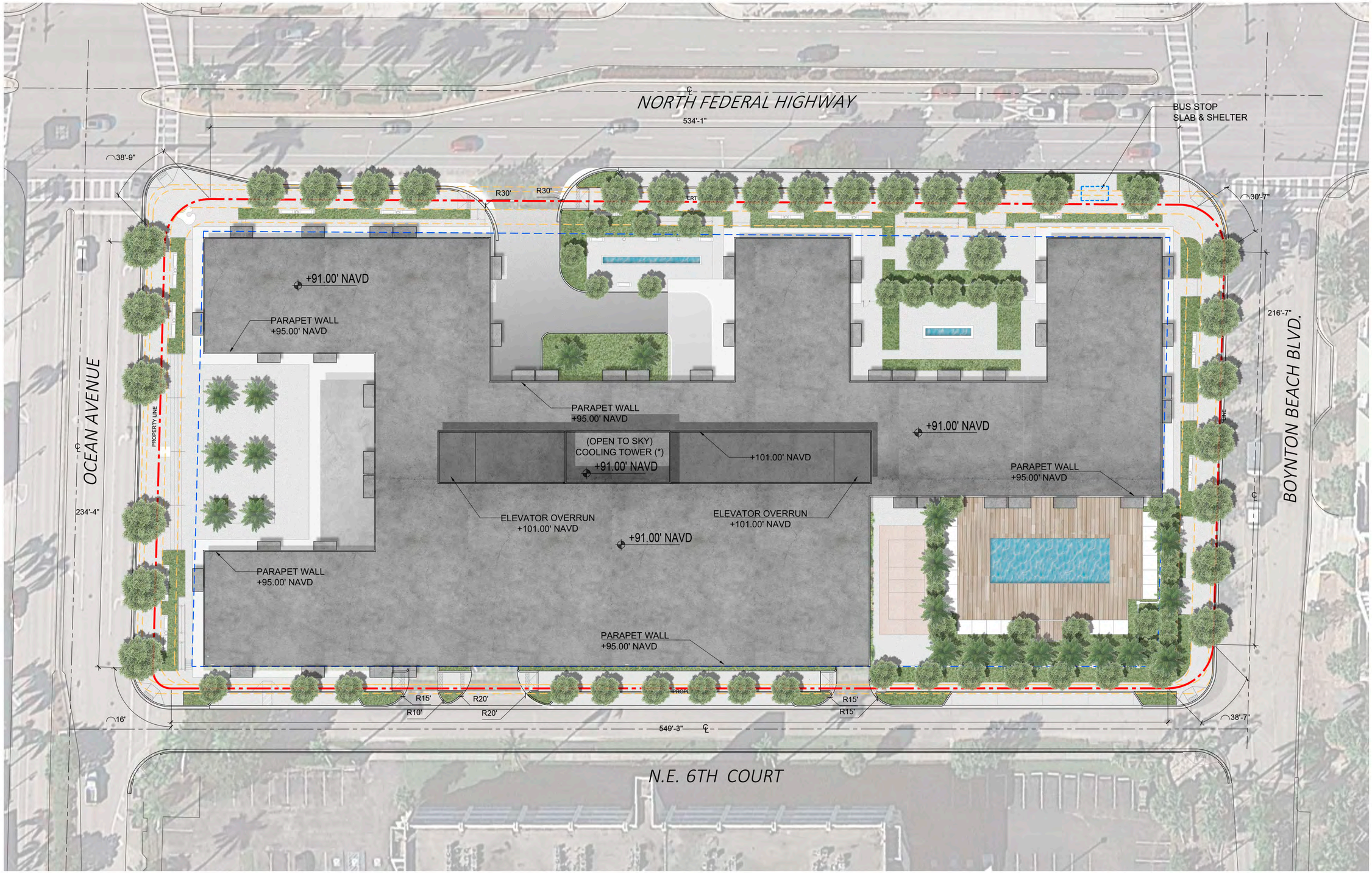
ARCHITECT:
ARQUITECTONICA
2900 OAK AVENUE, MIAMI, FLORIDA
33133
305.372.1812

CIVIL ENGINEER:
KIMLEY HORN
1690 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

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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

ILLUSTRATIVE SITE PLAN

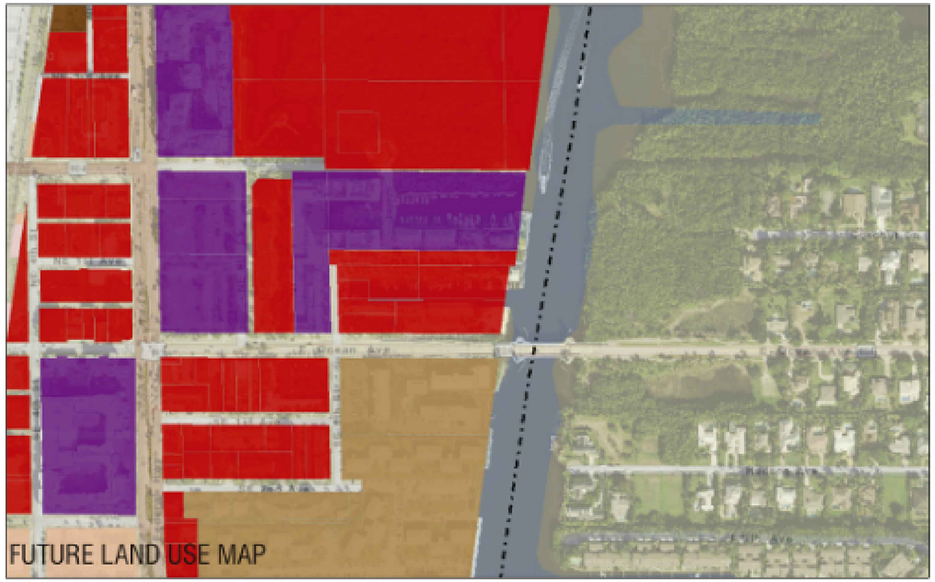
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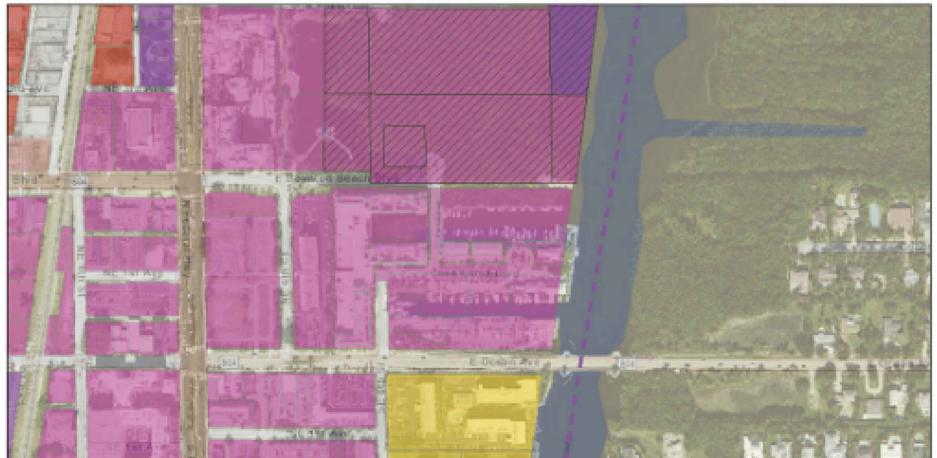


LOCATION MAP

N



August 31, 2022
Zoning November 2018
R3 Multi Family, 11 du/ac
C2 Neighborhood Commercial
C3 Community Commercial
C4 General Commercial
CBD Central Buisness District
M1 Light Industrial
MU-C Mixed Use Core, 80 du/ac
Boynton City Boundary
1:4,514
0 0.03 0.07 0.13 mi
0 0.05 0.1 0.2 km
Palm Beach County, Esri, HERE, Garmin, GeoTechnologies, Inc., NGA, USGS



August 31, 2022
Future Land Use Classification
MEDIUM DENSITY RESIDENTIAL (MEDR): 11 D.U./Acre
LOCAL RETAIL COMMERCIAL (LRC)
GENERAL COMMERCIAL (GC)
INDUSTRIAL (I)
MIXED USE MEDIUM (MXM): 50 D.U./Acre
1:4,514
0 0.03 0.07 0.13 mi
0 0.05 0.1 0.2 km
Palm Beach County, Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph

LOCATION / ZONING MAP



OCEAN ONE
BOYNTON BEACH - FLORIDA

PROJECT ADDRESS:
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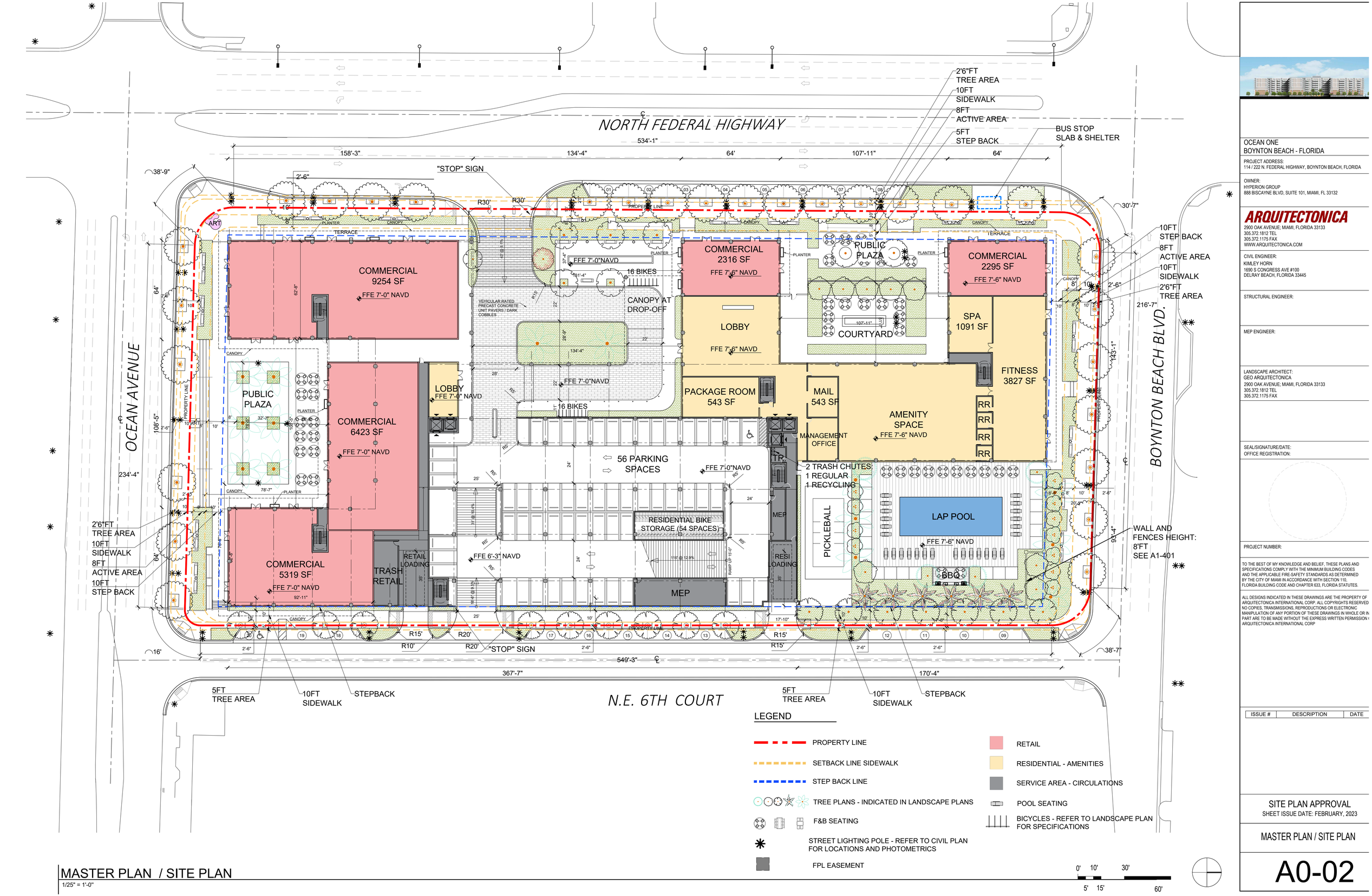
ISSUE #	DESCRIPTION	DATE

SITE PLAN APPROVAL
SHEET ISSUE DATE: FEBRUARY, 2023

LOCATION / ZONING MAP

A0-01

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LEGEND

- PROPERTY LINE
- SETBACK LINE SIDEWALK
- STEP BACK LINE
- TREE PLANS - INDICATED IN LANDSCAPE PLANS
- F&B SEATING
- STREET LIGHTING POLE - REFER TO CIVIL PLAN FOR LOCATIONS AND PHOTOMETRICS
- FPL EASEMENT
- RETAIL
- RESIDENTIAL - AMENITIES
- SERVICE AREA - CIRCULATIONS
- POOL SEATING
- BICYCLES - REFER TO LANDSCAPE PLAN FOR SPECIFICATIONS

0' 10' 30' / 5' 15' 60'

MASTER PLAN / SITE PLAN

1/25" = 1'-0"

OCEAN ONE
BOYNTON BEACH - FLORIDA

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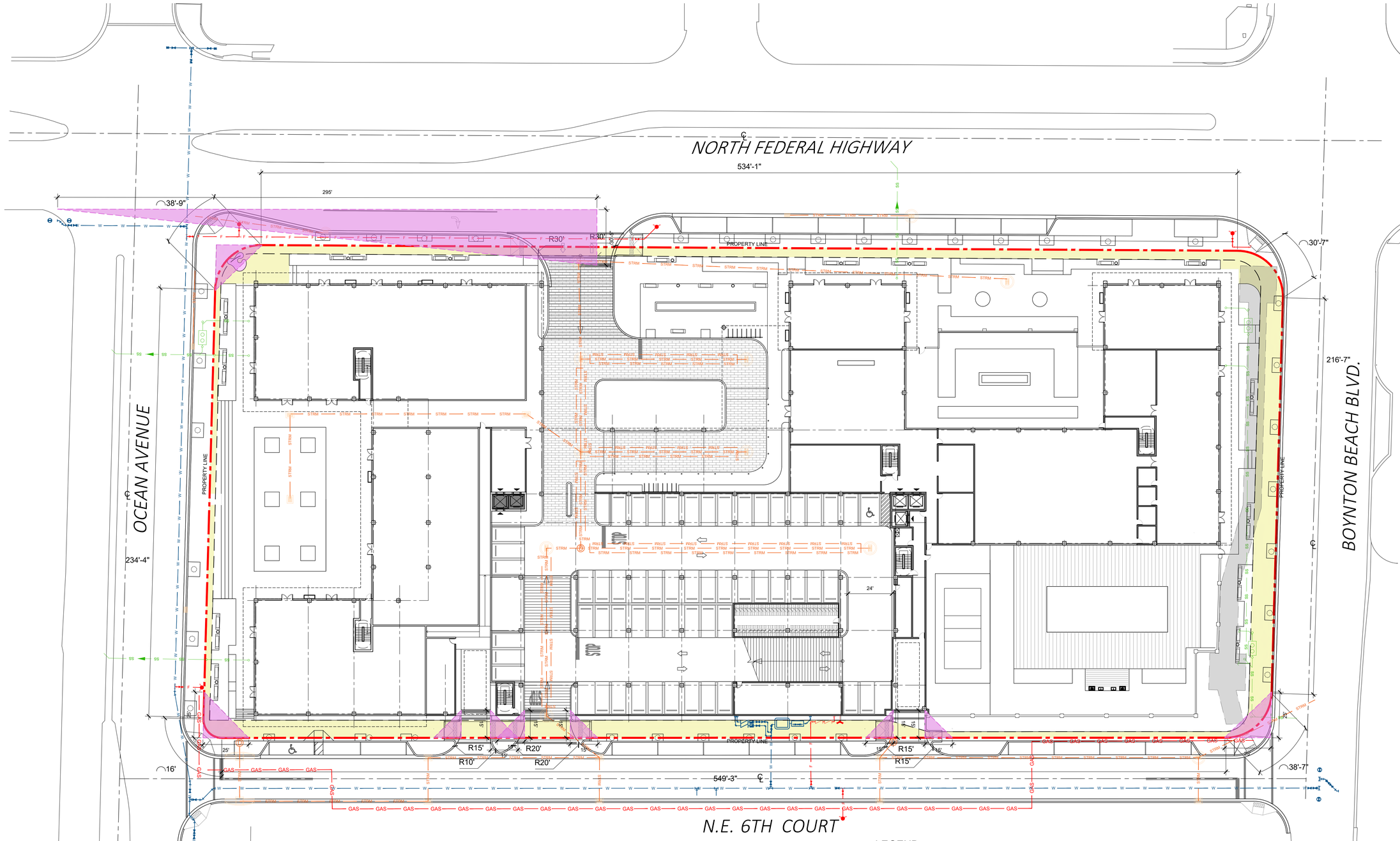
ISSUE #	DESCRIPTION	DATE

SITE PLAN APPROVAL
SHEET ISSUE DATE: FEBRUARY, 2023

MASTER PLAN / SITE PLAN

A0-02

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LEGEND

- SS — SEWER PIPE
- GAS — GAS LINE
- STRM — SEWER DRAIN
- F — FIRE LINE
- W — WATER LINE
- PROPERTY LINE
- ℄ — CENTERLINE ROW
- SIDEWALK EASEMENT
- FP&L EASEMENT
- SIGHT LINE TRIANGLES
- ROAD MARKINGS

EASEMENT AND UTILITY LINES

1/25" = 1'-0"

0' 10' 30'
5' 15' 60'



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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)

PARCEL INFORMATION	
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; 08-43-45-27-01-000-0410
FEMA FLOOD CODE	AE-6'

BUILDING SUMMARY	REQUIRED:	PROVIDED:
LOT AREA (acres)	1	3.71
LOT FRONTAGE, Minimun (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 AREAS (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		59,228.8 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%**

BUILD-TO LINE	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

SUSTAINABILITY POINTS	
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
	26

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	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	53 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	49,097 SF	76,700 SF	22,991 SF
TOTAL	**371 Units**	**301,931 SF**	**27,874 SF**	**361,011 SF**	**9,302 SF**	**11,154 SF**	**14,151 SF**	**25,588 SF**	**27,743 SF**	**223,663 SF**	**633 Spaces**	**647,024 SF**	**403,752 SF**	**674,898 SF**	**22,991 SF**

RESIDENTIAL RENTAL

UNIT MIX **PROJECT**

TYPE	UNITS	PERCENTAGE	AVG. UNIT SIZE
STUDIO (1 Bathroom)	42	11.3%	592 avg SF/du
1BR (1 Bathroom)	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 CHARGINS STATIONS		13
1. NON RESIDENTIAL (1/50,000 SF)	1	1
2. RESIDENTIAL (1/50 DU)	8	8
3. SUSTAINIBILITY POINTS	0	4

TOTAL FIGURES

Total Resi NSF	**301,931 SF**
Total Resi GSF	**361,011 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 Resd	**505 Spaces**
Total Parking Ratio (Resd)	**1.36 Spaces**
Project GFS	**647,024 SF**
Project FAR	**403,752 SF**
Project Floorplate	**674,898 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 2 BR Unit Size				1,102 avg SF/du	
TOTAL # OF UNITS				**462 beds**	**371 Units**	**301,931 SF**
OVERAL 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
1 BR+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**	

SITE DATA



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
1690 S CONGRESS AVE #100
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

SITE DATA

A0-04

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LEGEND	
RETAIL	
AMENITIES	
RESIDENTIAL UNITS	
MECHANICAL ROOF	

NE VIEW

BOYNTON BEACH BLVD / NORTH FEDERAL HIGHWAY



OCEAN ONE
BOYNTON BEACH - FLORIDA

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ISSUE #	DESCRIPTION	DATE

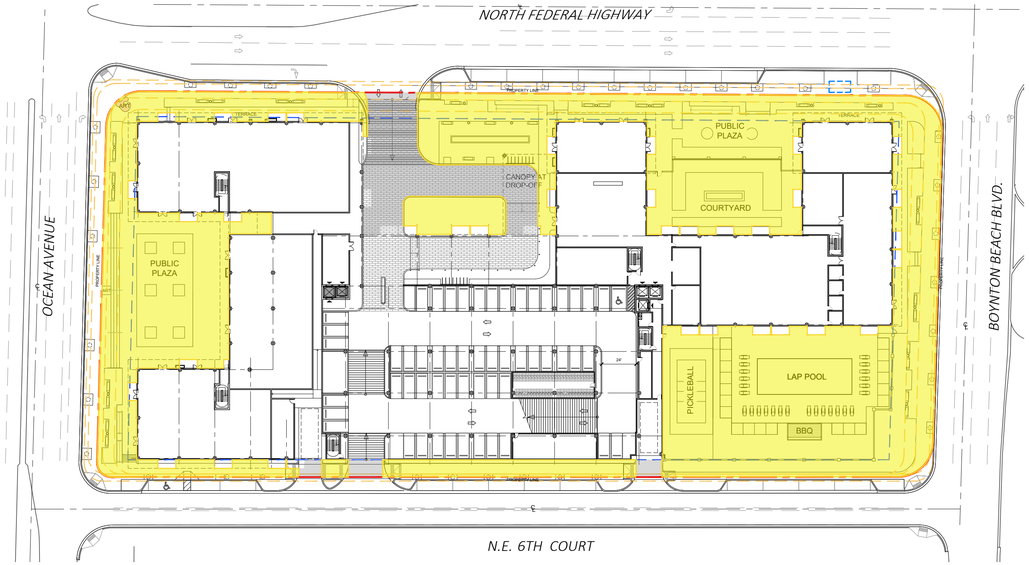
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SHEET ISSUE DATE: FEBRUARY, 2023

MASSING STUDY

A0-05

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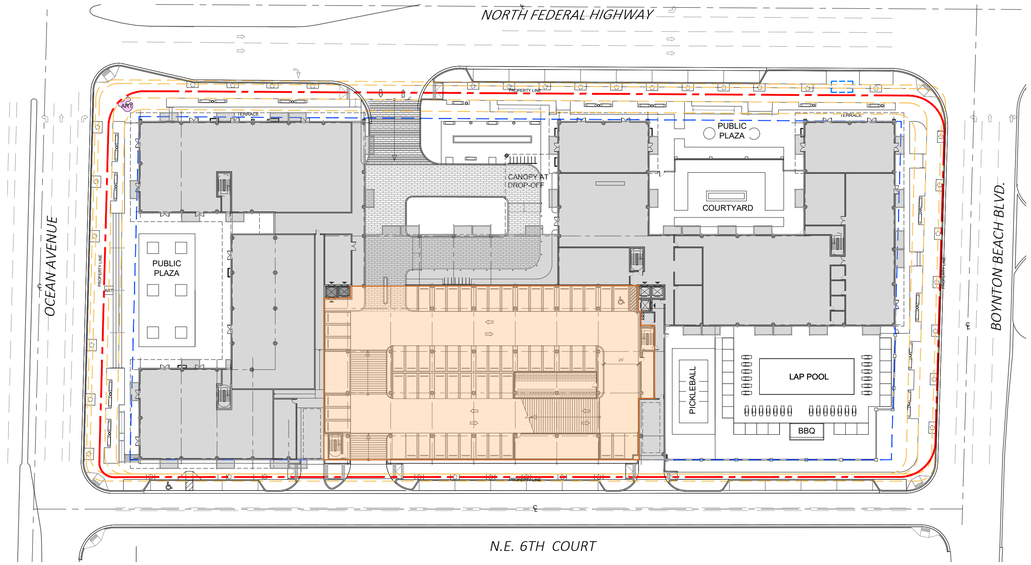
SITE PROPERTY SIZE: 161,789 SQFT



1/50" = 1'-0"

OPEN SPACE
63,497.5 SQ. FT.
39.25 %

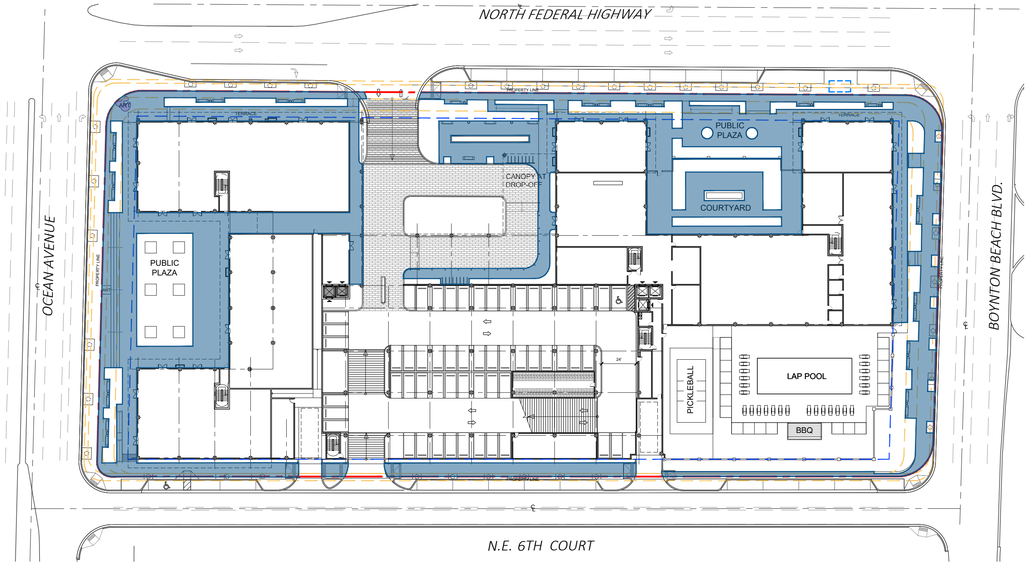
VEHICULAR USE AREA
6,267.9 SQ. FT.
3.87 %



1/50" = 1'-0"

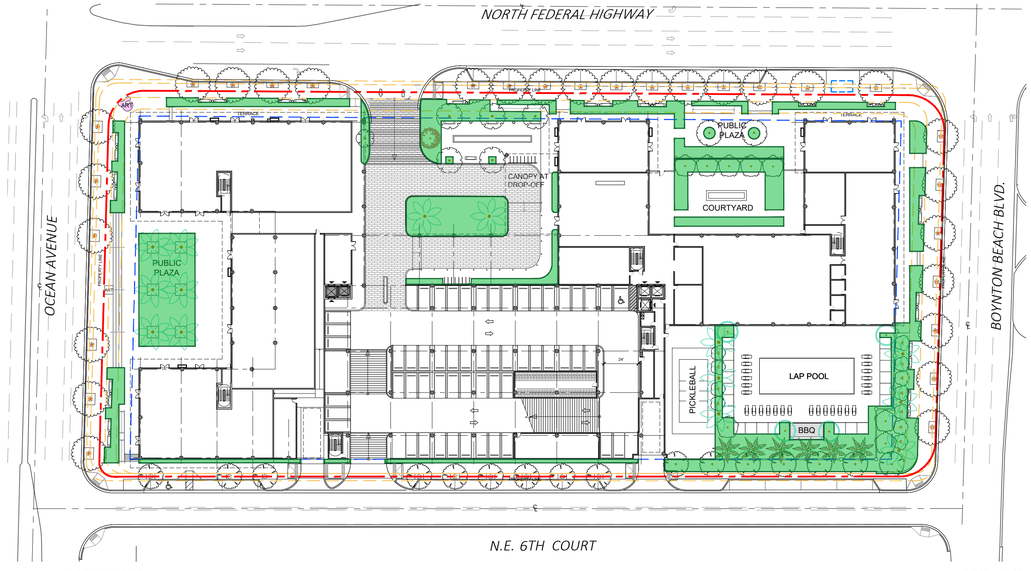
BUILDING COVERAGE AREA - RESIDENTIAL AND RETAIL
59,228.8 SQ. FT.
36.61 %

BUILDING COVERAGE AREA - GARAGE
27,154.6 SQ. FT.
16.78 %



1/50" = 1'-0"

SIDEWALKS & PAVED AREA
36,408.0 SQ. FT.
22.5 %



1/50" = 1'-0"

GREEN AREA
20,582.5 SQ. FT.
12.7 %

15' 60'
5' 30' 100'



OCEAN ONE
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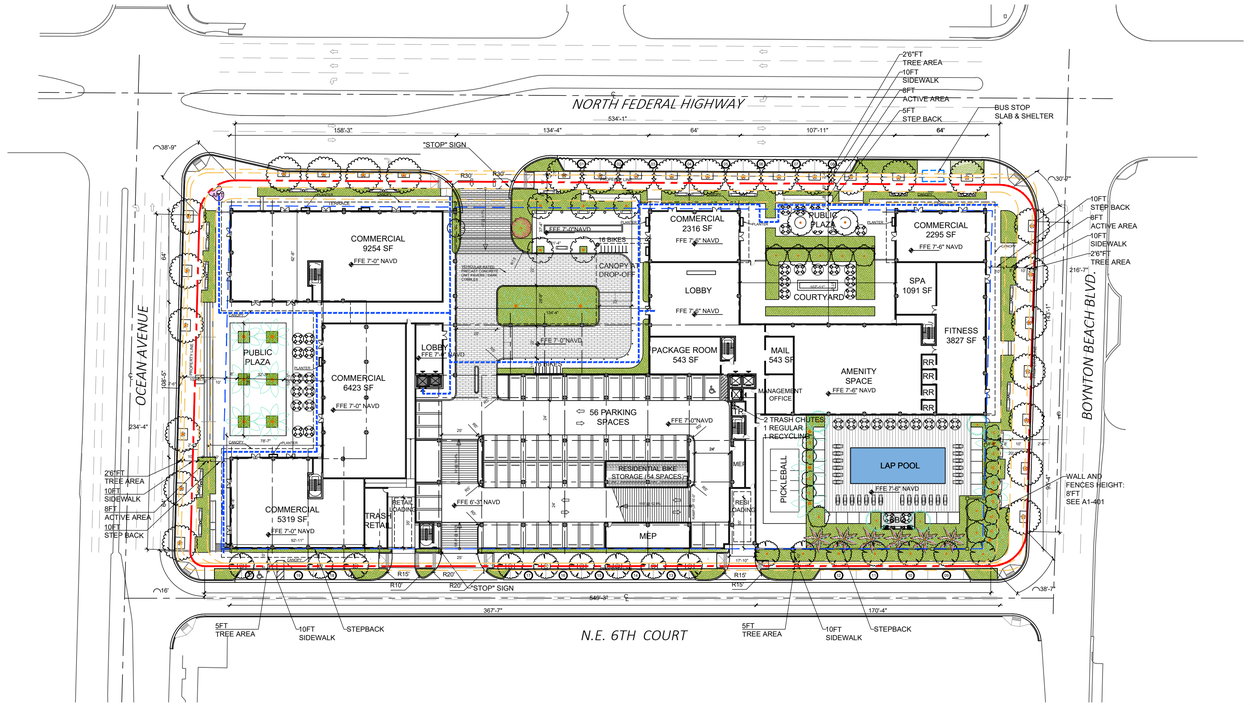
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VEHICULAR USE AREA & GREEN AREA CALCULATIONS

A0-06

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GROUND FLOOR

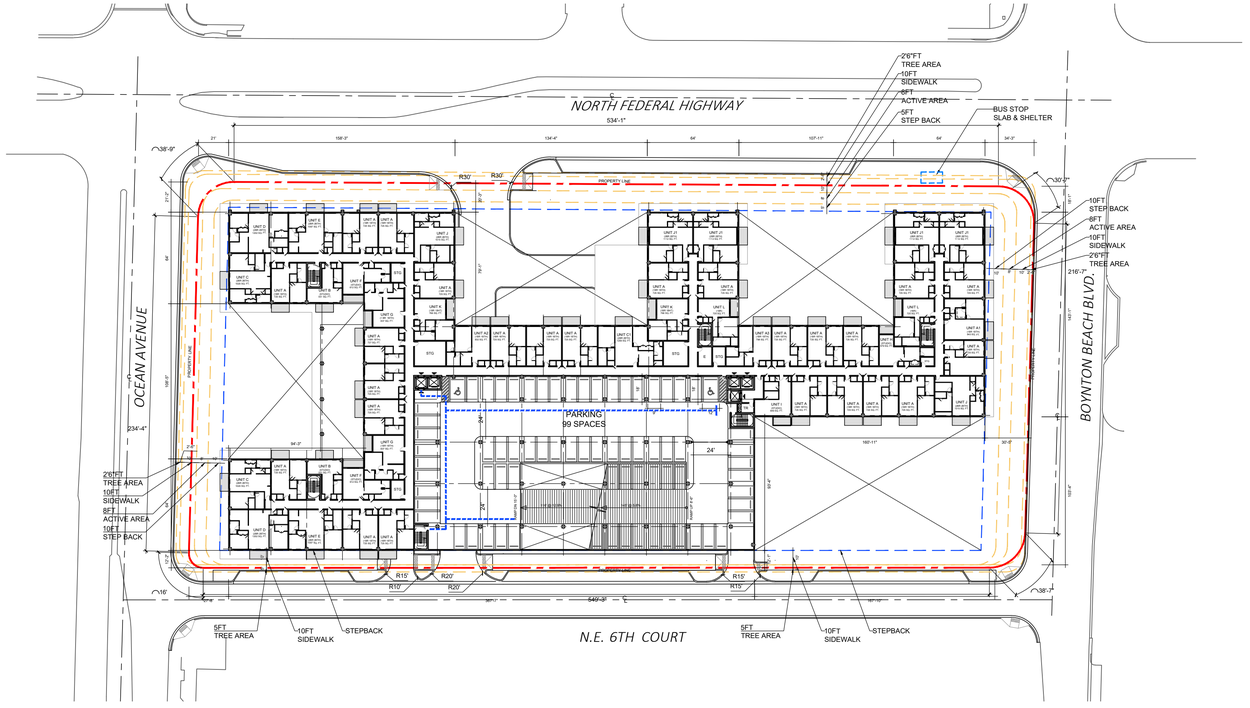
1/25" = 1'-0"

0' 10' 30' 60' 120' 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.



LEVEL 2

1/25" = 1'-0"

0' 10' 30' 60' 120' 200'

LEGEND

PUBLIC PEDESTRIAN CIRCULATION DIAGRAM



OCEAN ONE
BOYNTON BEACH - FLORIDA

PROJECT ADDRESS:
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OWNER:
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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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FIRST AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT

This First Amendment to Purchase and Sale Agreement ("First Amendment") is made and entered into by and between BB1 DEVELOPMENT, LLC, a Delaware limited liability company, with a business address of 9 West 57th Street, 46th Floor, New York, New York 10019 (hereinafter the "Developer" or "Purchaser"), 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, Fourth Floor, Boynton Beach, Florida 33435 (hereinafter the "CRA" or "Seller") (collectively the "Parties").

WHEREAS, on January 16, 2018, the CRA entered into the Purchase and Development Agreement with Ocean One Boynton, LLC, a copy of which is attached hereto as Exhibit "A," (hereinafter "Agreement") which Agreement contemplated the transfer of certain CRA property therein described from the CRA to Ocean One Boynton, LLC, pursuant to certain terms and conditions; and

WHEREAS, the Closing contemplated in the Agreement occurred on February 24, 2018; and

WHEREAS, the Agreement contains provisions that survive the Closing requiring the timely development of the property and requiring construction of a public plaza on the property in the event the project is not timely constructed as required; and

WHEREAS, pursuant to the Agreement the recorded Special Warranty Deed effectuating the transfer of the property subject to the Agreement, recorded on March 1, 2018, in the Official Record Books of Palm Beach County, contains restrictions regarding same; and

WHEREAS, the Developer is the successor in interest to Ocean One Boynton, LLC, the Purchaser, and, as such is now subject to the obligations of the Agreement and Special Warranty Deed; and,

WHEREAS, the Parties desire to amend the Agreement and stay enforcement of the requirements of the Special Warranty Deed 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 and all other information above are true and correct and 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) The Effective Date of this First Amendment shall be the date when the last one of the CRA and Developer has signed this Agreement.

4) Section 18.2 Development Timeline, is hereby amended to read as follows:

   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 submit a complete building permit application for the first building for the Development Project within one year of the

INTIAL

Effective Date of this First Amendment. PURCHASER agrees to commence construction of the Development Project within six months of issuance of the first building permit for the Development Project (hereafter "Construction Commencement Period"). For purposes of this Agreement, "Commencement of Construction" or "Commence Construction" means beginning to actually demolish, excavate or prepare the site for development of the applicable phase of the Project and beginning vertical construction 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. 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 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.

5) 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. To the extent of any conflict between the Agreement and this First Amendment, this First Amendment shall control.

6) The First Amendment may be executed in any number of counterparts, one and all of which shall constitute the agreement of the Parties and each of which shall be deemed an original.

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

BB1 DEVELOPMENT, LLC (DEVELOPER)

By: _____
Robert Fiscler, its President

Date: 9/13/23

Witness: _____
Jordan Thaler

CRA (SELLER)
BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY
By: _____

Print Name: Ty Penserga
Title: Chair
Date: 9/12/2023

Witness: Vicki Curfman
Vicki Curfman

INTIAL _____ / ETP

Tack, Timothy

From: Jordan Thaler <JThaler@hypdev.com>
Sent: Thursday, August 29, 2024 3:24 PM
To: Tack, Timothy; Robert Vecsler
Cc: Bonnie Miskel; Utterback, Theresa
Subject: Re: 24_0827 Ocean One Boynton Project Update

This Message Is From an External Sender
This message came from outside your organization.

Hi Tim,

Thanks for reaching out and hope you're having a great summer. We submitted our Master Building Permit on the 15th of August and we plan to pay the submittal fees next week (week of September 2nd, 2024). A representative, either myself or Rob Vecsler will be attending the meeting if there are any questions at the meeting.

Thanks very much,

Jordan Thaler
Acquisitions and Development
Hyperion Group
516-835-9162

From: Tack, Timothy <TackT@bbfl.us>
Sent: Tuesday, August 27, 2024 11:13 AM
To: Robert Vecsler <rvecsler@hypdev.com>
Cc: Jordan Thaler <JThaler@hypdev.com>; Bonnie Miskel <bmiskel@miskelbackman.com>; Utterback, Theresa <UtterbackT@bbfl.us>
Subject: 24_0827 Ocean One Boynton Project Update

Rob,

In preparation of the 9/10/24 agenda for the CRA Board, please provide a status update on the project. In accordance with Section18.2 Development Timeline of the first amendment to PDA, “Purchaser agrees to submit a complete building permit application for the first building for the Development Project within one year of the Effective Date of this First Amendment (9/13/23). I need the update by the end of the week to make the agenda publication deadline.

Additionally, please confirm that a representative will be available to speak on the behalf of the developer.

If you have any questions or comments, please feel free to contact me at the office.

Thanks,

Timothy Tack, P.E.
Assistant Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9091
TackT@bbfl.us | https://www.boyntonbeachcra.com

America's Gateway to the Gulfstream

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COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

OLD BUSINESS

AGENDA ITEM 14.B

SUBJECT:
Discussion and Consideration of Circuit Transit Inc.'s Contract Renewal for On-Demand Transportation Services

SUMMARY:
On January 18, 2024, the CRA Board approved the contract with Circuit Transit, Inc (Circuit), for the CRA pilot ride share program which will provide all-electric on-demand transportation services (see Attachments I - II). The Scope of Work of the Agreement with Circuit is summarized below (see Attachment III):

- on-demand ride share service with the exception of fixed routes for special events
- initial 6-month contract with the option to renew 6 months
- include the use of two GEM cars and two EV sedans
- provide service from 10 AM - 8 PM (Sunday-Thursday) and 10 AM - 10 PM (Friday and Saturday)
- report back to the Board quarterly once the contract begins

Following the Board's approval at the January 18th meeting, the CRA and City of Boynton Beach entered into an Interlocal Agreement (ILA) which was approved at their February 13, 2024 meeting and March 5, 2024 meetings respectively (see Attachment IV). 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.

Per the contract, Circuit is required to report back to the Board quarterly once service begins. At the August 13, 2024 meeting, Circuit presented its first quarter data for service between March 23, 2024 - June 30, 2024 (see Attachment V).

As part of the first quarter reporting, a survey collected 26 responses gauging current users experience with the Coastal Cruiser and RideCircuit app. The full survey report is provided as Attachment VI. In general, survey responses concluded:

- users were satisfied to highly satisfied with the wait time, drivers, safety and cleanliness
- users took the Coastal Cruiser 2-3 times a week
- users chose the Coastal Cruiser for transportation because it was cheaper than a taxi or other rideshare service like Uber or Lyft
- users would like to see the service area expanded to the following areas: Forest Hills, Leisureville and Renaissance Commons communities, Boynton Beach Mall, Bethesda Hospital and Tri-Rail

In accordance with the agreement, the Board has the option to renew for six months extending services to March 5, 2025. Attachment VII is the renewal letter for the Board's review and consideration which has been signed by Circuit.

FISCAL IMPACT:
FY 2023-2024 Budget, Project Fund, Line Item 02-58500-470, $400,000 for Circuit Contract

CRA BOARD OPTIONS:
1. Approve the 6-month Renewal for the Boynton Beach Community Redevelopment Agency Agreement for On-Demand Transportation Services with Circuit Transit Inc and allow the Board Chair to execute the renewal notice.
2. Do not approve the 6-month Renewal for the Boynton Beach Community Redevelopment Agency Agreement for On-Demand Transportation Services with Circuit Transit Inc.
3. Other options to be determined by the Board.

ATTACHMENTS:

Description

- Attachment I - January 18, 2024 CRA Board Meeting Minutes
- Attachment II - CRA/Circuit Executed Contract
- Attachment III - Exhibit A: Scope of Work
- Attachment IV - CRA/City Executed Interlocal Agreement
- Attachment V - First Quarter Presentation
- Attachment VI - Survey Results
- Attachment VII - 6-Month Renewal Signed by Circuit

Board Member Kelley moved to table Item 13F until the next meeting. Board Member Hay seconded the motion. The motion passed unanimously.

G. Discussion and Consideration of a Contract with Circuit Transit Inc. for the BBCRA Pilot Ride Share Program

Mr. Tack gave an overview of the Contract with Circuit Transit Inc. for the CRA Pilot Ride Share Program. He commented that at the November Board meeting, the Board gave Staff permission to move forward with negotiations with Circuit.

Board Member Hay inquired, if needed, how long would it take to get another vehicle.

Mr. Bagley, Circuit Transit Inc., replied the time it would take to add an additional vehicle, depends on the type of vehicle. He commented that if it was a sedan, it would be a few weeks, if it was a Gem vehicle, it has a longer order time. He stated that the sedans are going to be the better fit and offer the most flexibility.

Board Member Hay asked who is responsible for the vehicles when they are parked overnight.

Mr. Tack said that the CRA will be responsible, and the CRA is working with the City to provide four parking spaces in the current City parking lot on the corner of East Boynton Beach Boulevard and Seacrest Boulevard. He stated that Circuit would be responsible for liability since the vehicles and equipment belong to them.

Board Member Hay inquired about special events and who is responsible for paying the overtime.

Mr. Tack stated that the way the contract is written, it would not be considered overtime, there would be additional staffing and there is a rate within the contract that would provide the hourly rate structure.

Vice Chair Turkin opened public comments.

No virtual comments. Vice Chair Turkin closed public comments.

Motion:

Board Member Hay moved to approve the agreement with Circuit Transit, Inc. for the CRA Pilot Ride Share Program as presented and authorize the Board Chair to execute, subject to final legal review. Board Member Kelley seconded the motion with discussion.

Board Member Kelley inquired what happens at the end of the six-month agreement.

Janice Rustin, Counsel, replied that at the end of the six months, the contract will automatically be renewed for another six months.

14. New Business

A. Discussion and Consideration of a Request for Proposals for Property Appraisal Services **(Moved to February)**

B. Discussion and Consideration of Purchase of 1111 S. Federal Highway

Mr. Tack gave an overview of the property located at 1111 S. Federal Highway. He said that the CRA Staff actively pursues the purchase of properties within the CRA District in order to spur redevelopment opportunities in accordance with the CRA Plan. He stated that 1111 S. Federal is a vacant lot, approximately .35 acres, which is currently zoned as C3 Community Commercial. He stated that the future development would be a potential mixed use under the Mixed Use Medium Future Land Use Classification. He commented that the development potential would allow mixed use development with a maximum density of 40 to 50 units per acre, and maximum height of 65 to 75 feet.

Board Member Kelley stated that this is prime property with Federal Highway access and proximity to other properties owed by the CRA, and this an opportunity to capture property that has potential.

Board Member Hay stated that it is a good deal and he is in favor of the purchase.

Vice Mayor Turkin stated that he agrees with his colleagues this is a great opportunity.

Vice Chair Turkin opened public comments.

Blair Lee, the Broker for the property, stated that he had conferred with his client who owns the property at 1111 S. Federal Highway. He commented that they discussed a price of somewhere between the list price and $850,000. He noted that the purchase price came in at $891,000. He stated that the owner has continued to get the approvals on the square footage with a site plan, and the owner would like the Board to consider paying the appraised value.

No virtual comments. Vice Chair Turkin closed public comment.

Motion:

Board Member Kelley moved to approve the purchase of the vacant lot located at 1111 S. Federal Highway in the amount of $850,000 and authorize the Board Chair to execute a Purchase and Sale agreement subject to final legal review. Board Member Hay seconded the motion with discussion. The motion passed unanimously.

Board Member Hay inquired if there was anything currently planned for the site.

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.
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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.

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   i. The vehicle must be equipped with individual seatbelts for the driver and each rider.
   ii. All passengers must use seatbelts at all times.
   iii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

Section 8: Operational Requirements

A. Circuit and all its employees, officers, managers, staff, subcontractors and subconsultants shall comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Agreement including but not limited to all laws and regulations regarding the safe operation of vehicles.
B. Circuit shall prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
C. Circuit must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Department of Highway Safety and Motor Vehicles, . Circuit is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
D. Circuit to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
E. Circuit and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
F. Circuit is permitted to establish reasonable restrictions on the provision of services to non-service animals.
G. All Circuit drivers shall wear proper identification and a uniform.
H. The CRA reserves the right to request immediate dismissal of any Circuit employees who fail to comply with the requirements of this Agreement. Relief personnel should be readily available during the term of this Agreement.

Section 9: Operating Hours

Each vehicle shall be available for an anticipated sixty (60) hours each week ("Vehicle Hours") . The cost per vehicle shall be based on the rates described in the Pricing Schedule attached as Exhibit B. The Vehicle Hours shall occur within the following schedule:

Day	Start time	End time
Mon	10:00 am	8:00 pm
Tues	10:00 am	8:00 pm
Weds	10:00 am	8:00 pm
Thurs	10:00 am	8:00 pm
Fri	10:00 am	10:00 pm
Sat	10:00 am	10:00 pm
Sun	10:00 am	8:00 pm

CRA Project Manager shall have the discretion to reduce or increase the number of Vehicle Hours and/or determine the hours of operation based on level of demand as determined by monthly data collection and consideration of holidays or other special events so long as the total Vehicle Hours for each month does not exceed the CRA's annual budget for the Service.

Section 10: Levels of Service Reporting

A. Circuit shall provide the CRA with monthly reports describing the level of service for each zone. Upon request, Circuit will provide the CRA with weekly level of service reports for each zone.
B. Monthly data reports shall include:
    i. Number of parties on a daily, weekly and monthly basis
    ii. Number of paying customers
    iii. Gross/Net revenue collected for fare revenue credits which distinguishes between fare revenue collected for Zone 1 trips and fare revenue collected for Zone 2 trips.
    iv. Number of vehicles not in operation on a daily, weekly and monthly basis
    v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
    vi. Average trip duration on a daily, weekly and monthly basis.
    vii. Pick-up and drop off location for each trip.
    viii. Average number of passengers per party per trip.
    ix. Average number of parties per trip.
    x. Number of passenger complaints received and resolution of the complaints on a daily, weekly and monthly basis.
C. Circuit shall present a report to the CRA Board on a quarterly basis summarizing the data provided in the monthly reports, the collected fare revenue, and the advertising revenue generated.
D. In the event Circuit does not provide a required report(s), the CRA reserves the right to withhold payment until the required report is received. To the extent that the CRA requires additional information related to the above reporting requirement, Circuit shall provide the information to the CRA.

Section 11: Advertisement Sales

Circuit shall sell space on the exterior or interior of the vehicles for the display of commercial advertising. Net Advertising Revenue, defined below, that is generated by Circuit in connection with the sales of commercial advertising shall be divided equally between Circuit and the CRA. Net Advertising Revenue means the gross advertising revenue received less all costs and expenses, including, but not limited to

advertisement design, production costs, installation and removal costs and customary commissions paid to media sales representatives, incurred by Circuit in connection with providing the advertisement sales. Circuit shall provide an accounting of all advertising revenue with its Level of Service monthly report as required in Section 9, which shall include the gross revenue, costs and expenses Circuit shall provide to CRA a breakdown of the Net Advertising Revenue each month, which shall include the gross revenue plus costs and expenses incurred in connection with providing advertising sales

Section 12. Advertising Guidelines

A. In its agreements with its advertising contractors, Circuit shall reserve the right to reject any advertisement, commercial or noncommercial.

B. Circuit shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CRA's consent which shall not be unreasonably withheld.

C. All advertising and promotional materials, including, without limitation, any vehicle "wraps" (collectively "**Advertising**") must conform to the following criteria:

i. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.

ii. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.

iii. Obscene Advertising. No Advertising shall display any statement, word, character, or illustration of an indecent or obscene nature, as defined by F.S. Chapter 847, as may be amended from time to time.

iv. False Advertising. No Advertising shall displace false or misleading information, intended to mislead the public as to anything sold, any services to be performed or information disseminated.

v. Tobacco, Firearms, and Cannabis. No Advertising shall display any statement that promotes the sale of tobacco or tobacco products, electronic cigarettes, firearms, or medical marijuana treatment centers or delivery devices in accordance with Florida law.

vi. Existing Laws. All Advertising must conform to all applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

D. The CRA shall request removal of any advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the request. Circuit will consider and act promptly upon the request in accordance with this policy.

Section 13: Ridership Fares

A. Circuit shall collect ridership fares for the services, as follows:

i. For rides that begin and terminate within Zone 1: $1.00 for each rider.

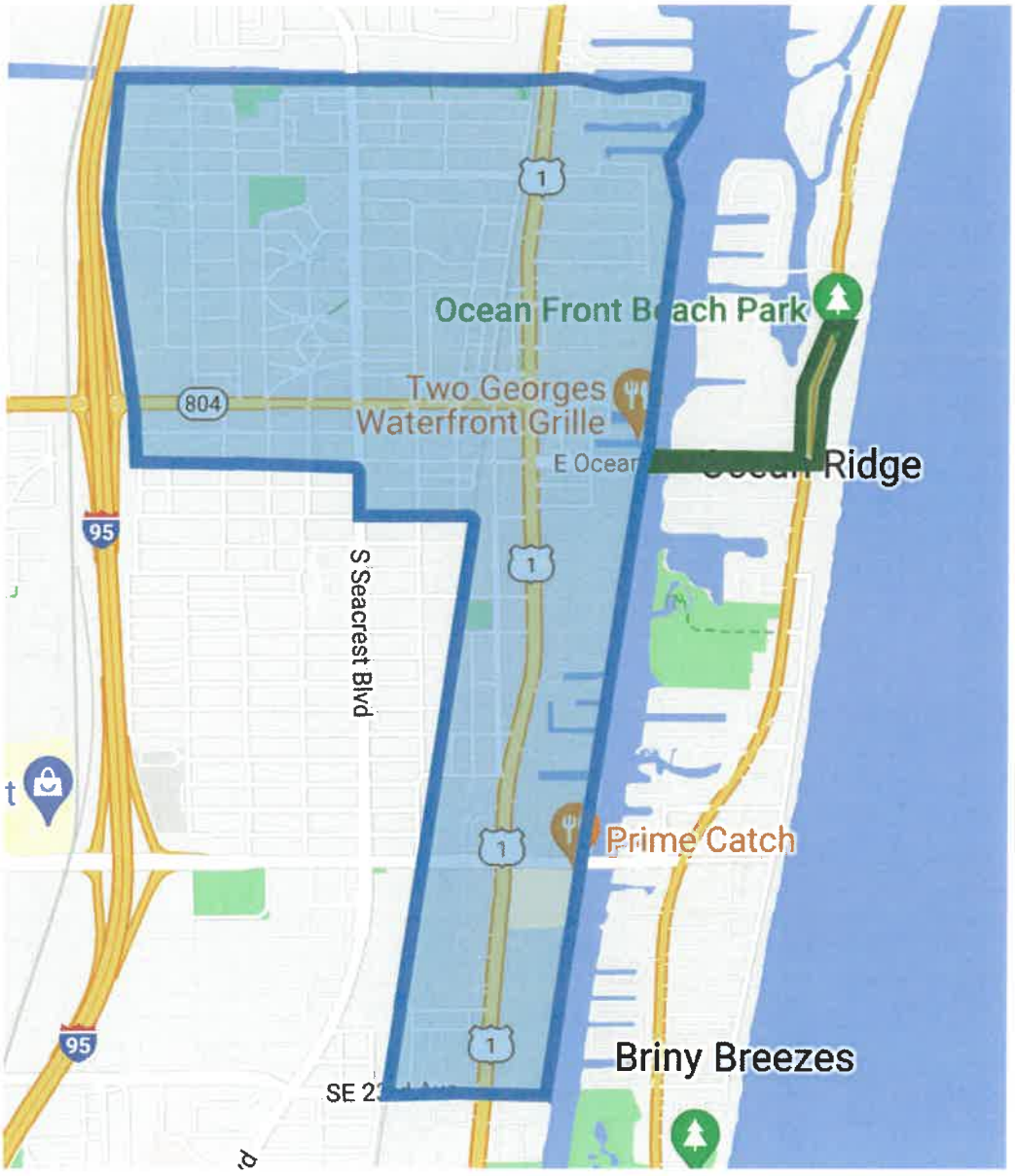
ii. For rides that begin or terminate in Zone 2: $2:00 for each rider. If the rider is part of a group, $2.00 for the initial rider and $1.00 for each additional rider within the group.

B. Circuit shall credit the CRA's monthly invoice for each Zone with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.

C. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less revenue collection costs and expenses, including but not limited to sales taxes or other taxes imposed by law, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Circuit will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

Exhibit A-1 Service Area

The Circuit Service Area for City of Boynton Beach CRA that is active in the Ride Circuit app and on the Circuit website is as follows:



Zone 1: Area shaded blue
Zone 2: Area shaded green

Exhibit B: Pricing Schedule

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Phase 1 Downtown/Federal Highway/ Beach Zone -

Month	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Hours Per Week	60	60	60	60	60	60	60	60	60	60	60	60
Hours Per Month	261	261	261	261	261	261	261	261	261	261	261	261
# of GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of ADA GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of EV Vans	0	0	0	0	0	0	0	0	0	0	0	0
# of Sedans	2	2	2	2	2	2	2	2	2	2	2	2
GEM Vehicle Service Hours	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
ADA Standby GEM Service Hours (STANDBY)	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
EV Van Service Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sedan Service Hours	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0
$ / GEM Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / ADA Standby GEM/Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / EV Van Service Hour	$ - .00	$ - .00	$ .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00
$ / Sedan Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
Total Costs	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509
Ad Revenue / Month	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Expected Fare Revenue / Month	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132
Expected Revenues	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132
Monthly Net Cost to CRA (E)	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377

GEMS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$41.61
46-50	$38.58
51-55	$36.59
56-60	$34.97
61-65	$33.61
66-70	$32.45
71-75	$31.46
76-80	$30.60
81-85	$29.84
86-90	$29.18
91-95	$28.58
96+	$28.05

VANS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$60.65
46-50	$55.43
51-55	$52.02
56-60	$49.22
61-65	$46.88
66-70	$44.89
71-75	$43.19
76-80	$41.71
81-85	$40.43
86-90	$39.26
91-95	$38.24
96+	$37.32

Sedans	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$46.23
46-50	$42.59
51-55	$40.22
56-60	$38.27
61-65	$36.63
66-70	$35.25
71-75	$34.06
76-80	$33.03
81-85	$32.12
86-90	$31.32
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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:

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    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.

RESOLUTION NO. R24-041

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY REGARDING CIRCUIT TRANSIT INC., FOR THE BBCRA PILOT RIDE SHARE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 18, 2024, the CRA Board approved a contract with Circuit Transit, Inc., for the CRA pilot ride-share program, which will provide all-electric on-demand transportation services; and

WHEREAS, the City and CRA desire to provide an additional route from the CRA district to Ocean Front Beach Park, along with four dedicated parking stalls in the north parking lot at the corner of Seacrest Blvd. and Boynton Beach Blvd., which will include three Level 2 EV charging stations adjacent to the existing electrical service; and

WHEREAS, in order to provide dedicated parking locations, electrical service for the charging, ride share service to the Ocean Front Beach Park, and potential fixed route ride share service for City Events, an Interlocal Agreement is required to fund any service outside of the CRA boundaries and allow reimbursement of EV charging costs; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency regarding Circuit Transit Inc., for the BBCRA Pilot Ride Share Program.

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

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency regarding Circuit

Transit Inc., for the BBCRA Pilot Ride Share Program. A copy of the Interlocal Agreement is attached hereto and incorporated herein as Exhibit "A."

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 5th day of March 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	~~Absent~~ from dais	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley	✓	
VOTE	4-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING AN ON DEMAND TRANSPORTATION SERVICES PILOT PROGRAM

THIS AGREEMENT ("Agreement") is made this 5th day of March 2024, by and between the **CITY OF BOYNTON BEACH,** a Florida municipal corporation, (hereinafter referred to as "City"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "BBCRA"). The City and BBCRA may be referred to herein individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the BBCRA has elected to enter into an agreement with Circuit Transit, Inc. ("Circuit"), a copy of which is attached hereto as Exhibit A ("Circuit Agreement"); and

WHEREAS, the Circuit Agreement provides that Circuit shall provide on demand transportation services (the "Services") as part of a pilot program for the BBCRA; and

WHEREAS, the BBCRA shall only provide funding for the Services within the BBCRA's boundaries; and

WHEREAS, the City desires to participate in the pilot program, fund Services outside of the BBCRA's boundaries, and otherwise contribute to the pilot program as described in this Agreement; and

WHEREAS, to that end, the area in which Services will be provided has been divided into Zone 1 and Zone 2, which are depicted on Exhibit B attached hereto, which is hereby incorporated herein; and

WHEREAS, Zone 1 is within the BBCRA's boundaries; and

WHEREAS, Zone 2 is outside the BBCRA's boundaries; and

WHEREAS, the BBCRA desires to enable the City to participate in the pilot program, fund Services outside of the BBCRA's boundaries, and otherwise contribute to the pilot program as

described in this Agreement; and

WHEREAS, the BBCRA has required that Circuit include the City as an additional insured pursuant to the Circuit Agreement; and

WHEREAS, the 2016 Community Redevelopment Plan ("CRA Plan") calls for the BBCRA to provide for connectivity between the districts, address public parking shortfalls, and provide for additional public waterfront access; and

WHEREAS, the Services shall be in furtherance of these goals and principles of the CRA plan; and

WHEREAS, the City and the BBCRA find that this Agreement serves a municipal and public purpose, and is consistent with and in furtherance of the Community Redevelopment Plan and the requirements of Chapter 163, Florida Statutes;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. **Recitations.** The recitations set forth above are hereby incorporated herein.
2. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Circuit Agreement (including the Exhibits to the Circuit Agreement). In the event of a conflict between a definition in this Agreement and a definition in the Circuit Agreement, the terms in this Agreement shall control. All other terms shall have their ordinary dictionary definitions.
3. **Payment.** The parties agree:
    a. **Contribution.** The City shall be responsible for providing payment to the BBCRA for the costs of the Services in Zone 2 and other costs as described below. Such payment shall be made within 15 days of the City receiving a complete written request for payment from the BBCRA.
    b. **Invoicing.** The BBCRA will submit the complete written request for payment to the City within 15 days of the receiving an invoice from Circuit.
        i. For purposes of this Agreement, a complete written request shall include:

1. The amount of payment requested.
2. The monthly report from Circuit, if provided by Circuit, describing the level of service for Zone 2, or equivalent documentation indicating the fare revenue collected from Zone 2 trips and the number of Zone 2 trips.
3. A copy of Circuit invoice to the BBCRA.
4. Tabulation by the BBCRA for the amount owed to the BBCRA by the City, which shall include each of the following, as applicable.

    A. For ordinary services, the costs of the Services in Zone 2 shall be calculated by multiplying the total invoice amount by the percentage of rides starting or ending within Zone 2, then subtracting from that resulting number fifty percent of the Net Fare Revenue generated from rides starting or ending within Zone 2. For clarity, the calculation above may also be represented as follows:

[(total invoice amount) x (percentage of rides starting or ending within Zone 2)] – [.5 x Net Fare Revenue generated from rides starting or ending within Zone 2] = Amount of City Payment Due.

It is the intent of the parties that the Net Fare Revenue generated from rides starting or ending within Zone 2 be evenly divided between the parties.

    B. For Services requested by the City for special events ("Special Event Services"), the City shall reimburse the CRA for all costs associated with Special Event Services, regardless of the location of the special event.

ii. In the event the written request is incomplete, the City shall notify the BBCRA within five days of receiving the incomplete request; otherwise such request shall be deemed complete. Upon receiving written notice of an incomplete request, and the BBCRA

shall have 10 days to submit the complete written request; otherwise such written request shall be ineligible for payment.

c. **Promotions.** In the event the City requests a pricing discount ("Sales Promotion") on certain Services, the City shall make payment to the BBCRA for difference in revenue to the BBCRA as a result of the Sales Promotion.

4. **Coordination.** The parties agree to the following concerning coordination related to this Agreement.

a. **Between the City and BBCRA.** Coordination between the City and BBCRA shall occur as follows:

i. The City shall designate a single point of contact ("City Project Manager") for coordination with the BBCRA concerning this Agreement. The City may modify the person acting as the City Project Manager upon written notice to the BBCRA. At present, the City designates Gail Mootz who can be reached at mootzg@bbfl.us and 561-742-6223. The BBCRA shall copy Jonele Luma at LumaJ@bbfl.us on all correspondence concerning invoices and Payments due.

ii. The BBCRA shall designate a single point of contact ("BBCRA Project Manager") for coordination with the City concerning this Agreement. The BBCRA may modify the person acting as the BBCRA Project Manager upon written notice to the City. At present, the BBCRA designates Timothy Tack, who can be reached at tackt@bbfl.us and (561)600-9091, with a copy of all emails to be directed to Bonnie Nicklien at nicklienb@bbfl.us.

b. **With Circuit.** The parties agree the BBCRA shall be the sole point of contact with Circuit. In the event the City desires to request Special Event Services, the City Project Manager shall submit to the BBCRA Project Manager a written request with sufficient detail to notify the BBCRA and Circuit of the time, date, total vehicle hours, vehicle types, and any other information necessary to analyze such request. Any request is for Special Event Services

must be made at least 30 days prior to the date of the applicable special event. If the City desires to coordinate with Circuit on any other matter, the City shall submit a written request to the BBCRA Project Manager containing sufficient information to analyze such request for consistency with the Circuit Agreement. So long as a written request from the City is consistent with the terms of the Circuit Agreement, the BBCRA shall coordinate with Circuit concerning the request within 5 business days of receiving such request and shall endeavor to arrange a meeting between the City, BBCRA, and Circuit. The City shall supply additional information as requested by the BBCRA as may be necessary, in the opinion of the BBCRA, to analyze the City's request and coordinate with Circuit concerning the same.

5. **Parking Spaces.** The parties agree that Circuit may use the Parking Spaces (defined below) for storing and charging the vehicles that provide the Services.

   a. **Location.** The City agrees to designate the parking spaces identified in Exhibit C (the "Parking Spaces") for the sole use of Circuit. The location of the Parking Spaces may be moved from time to time upon the written consent of the BBCRA Project Manager and the City Project Manager. However, in the event the City requests the Parking Spaces be moved, the City and BBCRA share evenly share the costs of moving any charging infrastructure and signage. The parties agree to make best efforts to avoid relocating the Parking Spaces during the term of the Agreement.

   b. **Signage, Charging Infrastructure, Electricity.** The City consents to the placement of signage and electric charging infrastructure at the Parking Spaces, which shall be installed at no cost to the City. The City confirms that sufficient power can be supplied to the Parking Spaces to charge four Circuit vehicles simultaneously. The City shall invoice the CRA for the electricity used by the Parking Spaces. The BBCRA Project Manager and City Project Manager may agree to incorporate the electricity invoice into the payment described in Paragraph 3 of this Agreement.

c. **Enforcement.** The City agrees to assist in enforcement of parking restrictions to ensure the Parking Spaces are used exclusively by Circuit vehicles, as may be required from time to time.

6. **Relationship to the Circuit Agreement.** The parties agree that the City shall only be responsible for providing payment to the BBCRA and that BBCRA shall be responsible for administering the Circuit Agreement. The parties agree that the BBCRA has sole and absolute discretion concerning the Circuit Agreement, and nothing in this Agreement confers the rights or obligations of the BBCRA within the Circuit Agreement to the City. Nonetheless, the CRA will endeavor to coordinate with the City concerning the termination of the Circuit Agreement and the amount and timing of Services prior to terminating the Service Agreement or implementing Service changes. The BBCRA will not terminate services to Zone 2 without the prior written consent of the City.

7. **Marketing and Promotion.** Marketing and promotional efforts concerning the Services shall occur as follows:

   a. **Inclusion of City Logo.** The BBCRA shall include the City's logo on marketing and advertising pursuant to the Circuit Agreement ("Promotional Materials") at no cost to the City. The City shall provide its preferred logo to the BBCRA for use in Promotional Materials. The BBCRA Project Manager shall provide any draft Promotional Materials with the City logo to the City Project Manager no less than five business days prior to the use of such Promotional Materials for approval; provided however that if the BBCRA Project Manager does not receive a response within five business days such Promotional Materials shall be deemed approved by the City.

   b. **Promotional Efforts by the City.** The City shall promote the Services using Promotional Materials provided by the BBCRA in the manner described in Exhibit D.

8. **Notice and Contact.** All notices and requests concerning this Agreement shall be delivered via email to the City Project Manager or the BBCRA Project Manager, as applicable, which

email delivery shall be deemed "written" or "in writing" for purposes of this Agreement. Notices concerning default or termination, or requests for modifications to this Agreement shall also be delivered by email and by writing sent by one of (1) United States mail, return receipt requested, (2) courier, evidenced by a delivery receipt, or (3) by overnight express delivery service, evidenced by a delivery receipt, which notice or request shall be addressed to the person designated by each party for receipt of legal notice. At present, the parties designate the following for receipt of legal notice:

If to the BBCRA: Kathryn Rossmell
Lewis, Longman & Walker, PA
360 S. Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
krossmell@llw-law.com

If to the City: Shawna Lamb
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
lambs@bbfl.us

9. **Term.** This Agreement shall become valid and commence upon execution by the last party to this Agreement ("Effective Date"). This Agreement shall be in effect from the Effective Date and unless earlier terminated pursuant to the terms of this Agreement, shall automatically terminate upon the termination of the Circuit Agreement, or 1 year from the Effective Date of this Agreement, whichever is earlier.

10. **Public Records.** The City and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each party shall have access to the other party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least one year after the termination of the Agreement.

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

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

13. **Default.** If either party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of 10 calendar days after receipt of written notice of such default from the other party, the party giving notice of default may terminate this Agreement through written notice to the other party. Failure of any party to exercise its right in the event of any default by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any rights related to the other party's failure to perform unless such waiver is in writing and executed by both parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity. Notwithstanding the foregoing, in the event of a default by the either party, the exclusive remedy for such default shall be monetary, limited to actual damages incurred, and shall not exceed the amount actually paid to Circuit pursuant to the Circuit Agreement.

14. **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

15. **Severability.** The validity of any portion, article, paragraph, provision, clause, or any portion

thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof. To that end, this Agreement is declared severable.

16. **No Third Party Beneficiaries.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the City or the BBCRA.
17. **No Assignment.** The Parties may not transfer or assign this Agreement in whole or in part, without prior written consent of the other, which may be granted or withheld at the other party's absolute discretion.
18. **Governing Law; Venue.** This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.
19. **Survival.** The provisions of this Agreement regarding termination and records shall survive the expiration or termination of this Agreement and remain in full force and effect.
20. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.
21. **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
22. **Interpretation; Independent Advice**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been

prepared by counsel for one of the parties. The parties declare that the terms of this Agreement have been read and are fully understood. The parties understand that this is a binding legal document, and each party is advised to seek independent legal advice in connection with the matters referenced herein.

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

Boynton Beach Community Redevelopment Agency

ATTEST: Vicki Cuthman
Vicki Cuthman

By: E. Ty
Print Name: Ty Penberga
Title: CHAIR
Date: 2/13/2024

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:
CRA Attorney

City of Boynton Beach, Florida

ATTEST:

By: E. Ty
Print Name: Ty Penberga
Title: Mayor
Date: 3/5/2024

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:
City Attorney

EXHIBIT A

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICES

This Agreement for On-Demand Transportation Services (hereinafter "Agreement") is made by and between **CIRCUIT TRANSIT INC.**, ("**Contractor**") a Florida corporation organized and existing under the laws of the State of Florida having its principal office at 501 East Las Olas, Suite 300, Fort Lauderdale, FL 33301, including its Affiliates (collectively, the "**Contractor**" or "**Company**") and **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY** (the "**Client**" or "**CRA**") a community redevelopment agency organized and existing under the laws of the State of Florida having its principal office 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435, (hereinafter the "CRA") (collectively the "Parties").

WHEREAS, the CRA is in need of on-demand transportation ("Services"); and

WHEREAS, Circuit entered into an agreement with the City of Hollywood in response to Request to Proposal No. RFP-045-23-SK, effective July 1, 2023 to provide on-demand transportation services for a term of one (1) year, with the option to renew for three (3) one-year periods; and

WHEREAS, the CRA desires to obtain the Services from Circuit on same the terms, conditions, and pricing provided under RFP-045-23-SK, subject to the terms and conditions of this Agreement and the City of Boynton Beach Procurement Policy; and

WHEREAS, Circuit agrees to extend the terms, conditions, and pricing provided under RFP-045-23-SK to the CRA, subject to the terms and conditions of this Agreement; and

WHEREAS, the Services are required for a proper municipal purpose and is in the interest of the public; and

WHEREAS, the Services will further the Community Redevelopment Plan.

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

1) **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) **Description of the Services.** Contractor will perform its obligations as described in Exhibit A: Scope of Services, which is hereby incorporated as if fully set forth herein.

3) **Term.** The Contractor shall perform the Services for six (6) months ("Initial Term"), with option to renew for 6 months ("Renewal Term"). Services shall start within thirty (30) days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. A copy of the executed

interlocal agreement shall be provided to Circuit. The service start date may be extended by mutual agreement of the Parties.

4) **Compensation.** The CRA shall pay the Contractor an amount not to exceed Four Hundred Thousand dollars ($400,000.00) (hereinafter, "Compensation") for the performance of the Services for the Initial Term and Renewal Term of this agreement, which sum shall be paid in accordance with the Pricing Schedule attached as Exhibit B. The Compensation is all inclusive for the services provided and shall include the cost of the vehicles, vehicle wraps, including the art work installation and removal of the wraps, W-2 Drivers, management fees, driver training, insurance, vehicle maintenance, cell phones, hosting services for the mobile application and related usage fees, web fees, and basic marketing materials. Contractor shall be responsible for all costs related to the operation and maintaining the vehicles, including cost of installation of the vehicle charging equipment and the costs for electrical service required for vehicle charging. Notwithstanding the above, in the event that the CRA does not renew this Agreement after the Initial Term, the CRA shall reimburse Contractor the costs associated with modifying the existing electrical service to accommodate new charging equipment, upon receipt of proper invoice . The CRA shall not be responsible for the payment of any additional fees not otherwise stated herein, unless the parties enter into a written amendment to this Agreement which is approved by both parties.

5) **Method of Payment of Compensation.** Circuit shall submit a monthly detailed invoice to the CRA. Project Manager shall determine the format of the invoice and the information that must be provided. Payment of Compensation (or any part thereof) shall be made within 45 days of receipt of a proper invoice, in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., *Florida Statutes*. Any amounts not timely paid by CRA shall bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. All Payments shall be in the form of a CRA check made payable to the Contractor, or as indicated above. No Payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Contractor, either wholly or in part, and no Payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Services.

6) **Propriety.** Contractor understands that at all times during its performance of Services, Contractor, Contractor's employees and subcontractors shall conduct itself at all times with due regard to public conventions and morals, and shall refrain from making statements or presenting material that contains vulgar, obscene, profane, or otherwise objectionable language that, as determined in the sole discretion of the CRA, material and substantially interferes with the functions and reasonable business operations of the CRA.

7) **Termination for Convenience.** The CRA reserves the right to terminate this Agreement for any reason and without cause with sixty (60) days written notice during the Renewal Term only. In the event of termination, Contractor shall be entitled to payment for services rendered through the date of termination.

8) **Termination for Cause; Default.** The CRA reserves the right to terminate this Agreement, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by

specifying a reasonable time period within which the Contractor must cure any such failure to perform or default. If the Contractor fails to cure the default within the time specified, the CRA may then terminate the Agreement by providing written notice to the Contractor. Notwithstanding anything to the contrary in this Agreement, if the CRA determinates that termination is necessary to protect public health, safety or welfare, the CRA may terminate the Agreement upon providing such written notice that the CRA deems appropriate under the circumstances, including immediate termination. In the event of immediate termination, the Contractor shall be entitled to payment for seven (7) days of services plus payment for services rendered under this Agreement through the date of the notice of immediate termination.

9) **Termination for Bankruptcy.** The CRA shall have the right to terminate this Agreement by providing written notice to the Contractor in the event: i) Contractor enters into receivership or is subject of a voluntary or involuntary bankruptcy proceeding; or ii) a substantial part of the Contractor's property becomes subject to nay levy, seizure, assignment, or sale for or by any creditor or government agency.

10) **Waiver.** The CRA shall not be responsible for any property or other damages or personal injury sustained by the Contractor from any cause whatsoever related to the Services whether such damage or injury occurs before, during, or after the actual performance of the Services. The Contractor hereby forever waives, discharges, and releases the CRA, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Contractor.

11) **Indemnification.** The Contractor shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property or other damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment of the Contractor or the performance of this Agreement by Contractor or Contractor's employees, agents, partners, principals, or subcontractors. This paragraph shall not be construed to require Contractor to indemnify the CRA for negligence or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

12) **Limitation of liability.** To the extent permitted by law, the CRA's liability for all matters that occur as a result of, arise out of, or are otherwise related to this Agreement, including negligent, grossly negligent, or willful misconduct or omission, shall be limited to the amount of Compensation, less amounts that have already been paid, or the direct out-of-pocket damages actually incurred, whichever is less. Neither Party shall not be liable to the other party for special, indirect, incidental or consequential damages. Each Party hereby disclaims such damages to the full extent such may be disclaimed, except in the case of fraud, gross negligence or willful misconduct of the responsible Party. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA , including those set forth in Section 768.28, Florida Statutes.

13) **No Transfer.** The Contractor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or profit corporation, or other entity without prior, written permission from the CRA.

14) **Insurance.** The Contractor shall obtain all insurance required by the CRA and provide proof thereof at least 10 days prior to the start of the Services, and include for the following insurance amounts:

Commercial General Liability:	$1,000,000 per occurrence/$2 million in the aggregate for bodily injury, personal injury and property damage
Automobile Liability:	$1,000,000 combined single limit for bodily injury and property damage, including hired owned and non-owned auto coverages
Workers Compensation	In the amounts required under Florida Statutes
Cyber Liability:	$1,000,000 coverage
Umbrella/Excess Liability insurance	$5,000,000 coverage

The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Services or this Agreement. Contractor shall not commence services under the terms of this agreement until a Certification of Insurance ("COI") has been received by the CRA. The CRA is to be included as "Additional Insured" with respect to liability arising out of services performed by the Contractor by or on behalf of the CRA or acts or omissions of the Contractor in connection with providing Services pursuant to this Agreement. The Certificate must include the following as additional insured parties:

Boynton Beach Community Redevelopment Agency
100 E Ocean Avenue, 4th Floor
Boynton Beach, Florida 33435

The City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33435

15) **Tax Forms.** The Contractor's individual members, including the Contractor's agents and employees, shall provide the CRA with completed W-9 forms in order receive Payment. The CRA shall provide the Contractor with an IRS Form 1099 where required under law. The Contractor further acknowledges that the CRA is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for the Services. The Contractor

assumes all liability and responsibility for payment of the Contractor's (and the Contractor's individual members) own FICA and Social Security benefits and all taxes resulting from this Agreement.

16) **Funding.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CRA. In the event funds to finance this Agreement become unavailable, the CRA may terminate this Agreement upon no less than twenty-four (24) hours' notice to Contractor. The CRA shall be the sole and final authority as to the availability of funds. The CRA shall pay Contractor for goods received or services rendered prior to the date of termination.

17) **No Discrimination.** The Contractor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, familial status, gender identity, gender expression, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

18) **Independent Contractor; No Partnership, Etc.** The Contractor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Contractor is an independent contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance of Services; and that Contractor is an independent contractor and not an employee of the CRA for all purposes including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance Law.. The Contractor will exercise its own judgment in matters of safety for itself, those affected by the Services, and attendees of the Event.

19) **Promotional Materials.** The Contractor agrees that the CRA may photograph and/or record video and audio of the Services, and that such photographs and recordings may be (i) used for the purposes of promotion of the CRA, or undertakings by the CRA; (ii) transmitted live or by recording on local television and radio channels; and (iii) used in materials intended for public display or distribution to the public, including but not limited to print advertisements, billboards, street and light pole banners, websites affiliated with the CRA, and social media affiliated with the CRA. The Contractor waives and assigns to the CRA all copyrights under the Copyright Act of 1976, 17 U.S.C. 101, et seq., and all other rights in recorded, photographed, or transmitted versions of the Services. The CRA shall attribute the Services to the Contractor.

20) **No Infringement.** The Contractor represents that in performing the Services under this Agreement, the Contractor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Contractor or appearance as part of the Services is an infringement on the property right, copyright, patent right, or other rights, the Contractor will indemnify the CRA against any and all loss,

damages, costs, attorney fees or other loss whatsoever. The Contractor shall not use the CRA's logos, or marks without the CRA's prior written approval.

21) **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

22) **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

23) **Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

24) **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the parties expressly agree and submit. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. CONTRACTOR SHALL NOT BRING ANY COURT ACTION AGAINST CRA EITHER IN EQUITY OR IN LAW, AND CONTRACTOR EXPRESSLY WAIVES ITS RIGHT TO INSTITUTE LITIGATION AGAINST CRA FOR ANY MATTER ARISING UNDER THE TERMS OF THIS CONTRACT, UNTIL AFTER THE PROJECT HAS BEEN COMPLETED AND ACCEPTED BY CRA.

25) **Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties. To that end, this Agreement is declared severable.

26) **Force Majeure.** Neither party shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it by reason of boycotts, shortages of materials, labor disputes, embargoes, acts of God, epidemic, pandemic, acts of

public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, terrorism, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which are not within its control. Each party take all reasonable steps to prevent, reduce, mitigate, and remedy the effects of the Force Majeure event as soon as possible if within its control. The CRA shall not be obligated to pay Contractor Compensation under this Agreement to the extent that a Force Majeure prevents or delays Contract from performing Services.

27) **Voluntary Waiver of Provisions.** The failure of either Party to enforce any of its rights hereunder or at law will not be deemed a waiver or a continuing waiver or any of its rights or remedies against the other Party, unless such failure or waiver is expressly set forth and acknowledged in writing. The CRA may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Agreement. The Contractor may waive any requirements of the CRA contained in this Agreement.

28) **Contractor-owned records.** Except as provided in Chapter 119, *Florida Statutes*, all records created and compiled by Contractor in completing the Services are owned by Contractor and include, but are not limited to, written reports, studies, drawings, blueprints, photographs, negatives of photographs, computer printouts, graphs, charts, plans, contract documents, specifications, all ridership data, information generated on the Contractor's proprietary mobile applications and all other similarly recorded data.

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

a. Keep and maintain public records required by the CRA to perform the Services described in this Agreement.

b. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the CRA.

d. Upon completion of the Agreement, transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

The Contractor also understands that CRA may disclose any document in connection with performance of the Services or this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements.

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

30) **Agent.** If this Agreement is signed by the Contractor's agent, the agent warrants that he/she is duly authorized to act on behalf of the Contractor, that he/she is authorized to enter into this Agreement, and that the agent and Contractor are jointly and severally liable for any breach of this Agreement.

31) **Notice and Contact.** The parties shall use the contact information below for coordinating delivery of the Services. Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice:

Contact Person for the Contractor Circuit Transit Inc.
Jason Mirras
501 East Las Olas
Suite 300
Fort Lauderdale, FL 33301

With a copy to:

Circuit Transit Inc.
P.O. Box 2173
Amagansett, NY 11930
Attention : James Mirras

Contact Person for the CRA (hereinafter "Program Coordinator"):
Name: Timothy Tack

Address: 100 E. Ocean Avenue. 4th Floor,
Boynton Beach, FL 33435

Email Address: TackT@bbfl.us.
Telephone Number: (561) 600-9091

With a copy to:

Kathryn Rossmell, Esq.
Lewis, Longman, & Walker P.A.
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401

32) **Attorneys' Fees and Costs.** Should it be necessary to bring an action to enforce any of the provisions of this Agreement, each party shall be responsible for its own attorneys' fees and costs.

33) **Compliance with Laws.** In the performance of the Services under this Agreement, the Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including applicable ethics and procurement requirements.

34) **Effective Date and Termination.** This Agreement will become effective at the date and time that the last party signs this Agreement ("Effective Date"). Unless earlier terminated pursuant to this Agreement, this Agreement will automatically terminate after the performance of the Services and final Payment by the CRA. Nothing in this paragraph shall be construed so as to affect the CRA's right to cancel or postpone the Services pursuant to this Agreement.

35) **Modification.** This Agreement will not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each Party. Any other attempt to modify or amend this Agreement will be null and void and may not be relied upon by either Party.

36) **Survival.** The provisions of this Agreement regarding promotional rights, infringement, indemnity, waiver, limitation of liability, insurance, agents, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.

37) **Electronic Signatures**. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

38) **Non-Scrutinized Company.** Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the CRA determines that this certification is falsified or contains false statements, or that Contractor is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the CRA may terminate the Agreement.

39) **Agreement Non-Exclusive.** Contractor shall be free to contract for similar services to be performed for other entities or persons while under contract with the CRA. The provision of

services provided for herein is non-exclusive. The CRA in its sole and absolute discretion may retain additional entities or persons to perform the same or similar work.

40) **E-Verify.** Contractor warrants for itself and its subcontractors that Contractor and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the CRA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. *Notwithstanding any other provisions in this Agreement, if the CRA has a good* faith belief that Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall terminate the Agreement. If the CRA that has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the CRA as a result of the termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

41) **Conflict of Interest**. Circuit represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the services to be rendered under this Agreement.

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

By: _____ Date: 1/25/2024

Authorized Representative for Contractor

Print Name: JASON BACOLEN

Witness: _____ Date: 1/25/2024

Witness Name: KEVIN JACOBS

By: _____ Date: 1/29/2024

Authorized Representative for CRA

Print Name: TY PENSERGA

Witness: _____ Date: 1/29/2024

Witness Name: BONNIE NICKLEN

EXHIBIT A: SCOPE OF WORK

Section 1: Summary of Services

Circuit shall develop, implement and manage a Micro-Transit "On Demand" service (the "Service") within a geo-fenced coverage area described in Exhibit A-1. The Service will have the ability to be on demand and may include supplementary service for special events as specified in this Scope of Work. The Service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate primarily throughout the Boynton Beach CRA boundaries and provide transportation to Ocean Front Beach Park. The Service to the Beach shall be subject to CRA's execution of an interlocal agreement with the City of Boynton Beach for the provision of services to Ocean Front Beach Park.

The Service shall:

A. Operate a 6-month on-demand pilot test in two zones (Zone 1 and Zone 2) covering approximately 1.6 square miles of coverage area as illustrated in Exhibit C ("Service Area"). Zone 1 is located within the boundaries of the CRA. Zone 2 provides service to Ocean Front Beach Park, which is located outside the boundaries of the CRA.
B. Supplement any part of the service with a fixed route for special events and if deemed necessary through data and public needs.
C. Demonstrate the ability to scale up and down the fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve a desired level of service.
D. Operate vehicles that meet the Federal Motor Vehicle Safety Standards and Regulations.
E. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers.
F. Feature a mobile application downloadable from both the Apple Store and Google Play Store which will have the ability to charge a fee for service via a secured credit card payment system.
G. Provide a dedicated phone line so that users can call and request assistance.
H. Service will be operational within 30 days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. The date of operation may be extended by mutual agreement of the parties if necessary to accommodate installation of infrastructure as required by Section 4 this agreement.
I. Service shall be periodically adjusted based upon needs identified during the term of the Agreement and the availability of funds.

Section 2: Mobile Application

Circuit shall provide a mobile application which provides for the following:

A. Allows riders to request pick up and drop off locations within the Service Area.
B. Allows the user to connect from Zone 1 and Zone 2.
C. At no cost to the CRA, Circuit shall maintain updates to the application, which shall be compatible with smart phones and other mobile devices.
D. Provides for the ability to charge a fee per rider and issue discounts via promo-codes.
E. Provides users with approximate time until pick up.
F. Allows users to rate drivers and provide feedback.
G. Features a Google Maps based map (or equivalent) that identifies the boundaries of the Service Area.
H. After a ride request has been accepted by a driver, depicts the real-time location of vehicles on a map of the Service Area.
I. Ability to track party and usage data.

Section 3: Marketing and Branding

A. In coordination with the CRA, Circuit shall develop and implement a branding strategy, which shall incorporate the logo and name of the CRA and the City of Boynton Beach. Circuit shall not implement any branding strategy without prior written approval from the CRA. Any changes to the branding strategy must be approved in writing by the CRA prior to implementation.
B. Circuit shall develop and implement a marketing program to promote awareness of the program. The CRA shall have the right to request changes to the marketing program.
C. The CRA retains the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

Section 4: Vehicles and Infrastructure

Circuit shall procure, license, operate and maintain vehicles and related infrastructure including charging stations used in the service in accordance with applicable laws and regulations with the following requirements.

A. **Fleet Size**. Unless the parties agree otherwise, Circuit will acquire and operate at its own expense no fewer than two (2) GEM vehicles (inclusive of one (1) ADA accessible GEM vehicle) and two (2) EV Sedans as part of this Service. The parties agree that the hourly rate for the EV Sedans will be the same as the GEM vehicles for the Initial Term and Renewal Term of the Agreement. Circuit shall maintain and operate vehicles to satisfy the minimum levels of service and ADA accessibility requirements.
B. **Specifications**. All vehicles will:
    i. Comply with all applicable laws and regulations.
    ii. Be fully electric.
    iii. Meet all safety standards established by applicable law or regulation.
    iv. Feature luggage carrying capacity.
C. **Branding**. The branding strategy will be applied to all vehicles as follows:
    i. At all times during operation of any vehicles pursuant to this Agreement, Circuit may apply, but is not limited to, branding to all wheels, hoods, front panels, coping, roof and rear fenders, unless otherwise prohibited by the CRA.
    ii. Circuit shall develop a default vehicle wrap to be used when no paying advertiser has been identified for any vehicle or vehicles for a period of 7 days or longer unless otherwise approved by the CRA.
    iii. Exterior and interior advertising will not interfere with the placement or visibility of any branding required by this Agreement, unless otherwise approved by the CRA.
D. **Licensing**. Circuit shall obtain and maintain proper licensing and registration of all vehicles at all times.
E. **Parking and charging stations.** The CRA shall provide four (4) parking spaces that will be reserved exclusively for Circuit's use, which Circuit may use for charging, parking, and storing the vehicles during times of non-operation. The location of the spaces will be as stated in the Interlocal agreement between the CRA and the City. Circuit shall be permitted to install Level 2 EV charging stations and signage at the three (3) of the reserved parking spaces. Circuit shall be solely responsible for the cost of signage, charging equipment, and electrical services required for charging vehicles. The CRA shall ensure that electrical service is available at the reserved spaces. Upon termination of the Agreement, Circuit shall restore the reserved parking spaces to their original condition.
F. **Maintenance and replacement**.

i. At Circuit's sole cost, Circuit shall maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations.
ii. Circuit shall ensure that all vehicles will be free of graffiti, vandalism, defacement and other damage to the satisfaction of the CRA.
iii. Circuit shall replace any vehicle at its sole cost when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations, or it is no longer able to be maintained in accordance with the requirements of this Agreement.
iv. Circuit shall use its best efforts to restore or replace non-operational vehicles to operation within three (3) calendar days from the date of any incident requiring the vehicle to be removed from operation. Circuit shall provide verbal and written notice to the CRA of any delay in restoring or replacing a non-operational vehicle that extends beyond three (3) calendar days from the date of malfunction. If the CRA determines that any such delay is due to Circuit's lack of diligence, the CRA will have the right to pursue any remedy provided for in this Agreement, or at law or equity.

Section 5: Staffing

A. General. Circuit shall provide sufficient staffing to maintain levels of service required by this Agreement. All persons providing services pursuant to this Agreement will be employees, contractors or consultants hired by the Circuit. Circuit is solely responsible for all staffing decisions made pursuant to this Contract.
B. Drivers. Circuit shall obtain complete background checks on all drivers, including driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. Circuit shall not hire any convicted felon or any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. Circuit shall not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. Circuit to review each driver's driving and criminal records at least annually.
C. Circuit shall provide its employees with a living wage and tips.

Section 6: Attaining and Maintaining Levels of Service (LOS)

A. General. Circuit shall provide an LOS that meets customer demands at all times of Service operations.
B. Service Level review. Circuit and the CRA shall meet at least quarterly to review LOS and determine if any adjustments are necessary. Any agreed upon adjustments will be made in writing.
C. The CRA designates Timothy Tack as the Project Manager and will provide written notification to Circuit of any changes to the Project Manager. The Project Manager shall be Circuit's principal point of contact regarding any matters relating to this Agreement. The Project Manager shall provide all general direction to Circuit regarding performance and provide guidance regarding the CRA' s goals and policies. The Project Manager is authorized to waive or modify any material changes to this Scope of Work changes so long as the changes do not increase Compensation paid to Circuit. Except as provided herein, any modifications to the Scope of Services that increase the Compensation paid to Circuit must be agreed by the parties by written amendment to the Agreement.
D. Circuit designates Jason Bagley as Circuit's Representative for this Agreement. Circuit will provide written notice to the CRA should there be a subsequent Representative change. Circuit's Representative has full right, power and authority to act for Circuit on all matters arising under or relating to this Agreement.
E. Special events. CRA may request additional vehicles for special events. Such request shall be made at least thirty (30) days prior to the special event and may include a request the establishment

of a fixed route for existing vehicles and/or a request additional vehicles, subject to availability. For additional vehicles provided for special events, CRA agrees to pay the regular service hourly rate per vehicle of $34.97 plus the actual cost to transport the vehicle(s) to the requested location, which will be agreed to by the parties in writing, prior to transportation.

Section 7. Trip Sharing

A. Drivers shall be permitted to transport more than one (1) party but no more than five (5) parties in GEM vehicles and four (4) parties in the E-Sedan under the following conditions:
   i. The vehicle must be equipped with individual seatbelts for the driver and each rider.
   ii. All passengers must use seatbelts at all times.
   iii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

Section 8: Operational Requirements

A. Circuit and all its employees, officers, managers, staff, subcontractors and subconsultants shall comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Agreement including but not limited to all laws and regulations regarding the safe operation of vehicles.
B. Circuit shall prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
C. Circuit must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Department of Highway Safety and Motor Vehicles, . Circuit is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
D. Circuit to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
E. Circuit and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
F. Circuit is permitted to establish reasonable restrictions on the provision of services to non-service animals.
G. All Circuit drivers shall wear proper identification and a uniform.
H. The CRA reserves the right to request immediate dismissal of any Circuit employees who fail to comply with the requirements of this Agreement. Relief personnel should be readily available during the term of this Agreement.

Section 9: Operating Hours

Each vehicle shall be available for an anticipated sixty (60) hours each week ("Vehicle Hours") . The cost per vehicle shall be based on the rates described in the Pricing Schedule attached as Exhibit B. The Vehicle Hours shall occur within the following schedule:

Day	Start time	End time
Mon	10:00 am	8:00 pm
Tues	10:00 am	8:00 pm
Weds	10:00 am	8:00 pm
Thurs	10:00 am	8:00 pm
Fri	10:00 am	10:00 pm
Sat	10:00 am	10:00 pm
Sun	10:00 am	8:00 pm

CRA Project Manager shall have the discretion to reduce or increase the number of Vehicle Hours and/or determine the hours of operation based on level of demand as determined by monthly data collection and consideration of holidays or other special events so long as the total Vehicle Hours for each month does not exceed the CRA's annual budget for the Service.

Section 10: Levels of Service Reporting

A. Circuit shall provide the CRA with monthly reports describing the level of service for each zone. Upon request, Circuit will provide the CRA with weekly level of service reports for each zone.
B. Monthly data reports shall include:
    i. Number of parties on a daily, weekly and monthly basis
    ii. Number of paying customers
    iii. Gross/Net revenue collected for fare revenue credits which distinguishes between fare revenue collected for Zone 1 trips and fare revenue collected for Zone 2 trips.
    iv. Number of vehicles not in operation on a daily, weekly and monthly basis
    v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
    vi. Average trip duration on a daily, weekly and monthly basis.
    vii. Pick-up and drop off location for each trip.
    viii. Average number of passengers per party per trip.
    ix. Average number of parties per trip.
    x. Number of passenger complaints received and resolution of the complaints on a daily, weekly and monthly basis.
C. Circuit shall present a report to the CRA Board on a quarterly basis summarizing the data provided in the monthly reports, the collected fare revenue, and the advertising revenue generated.
D. In the event Circuit does not provide a required report(s), the CRA reserves the right to withhold payment until the required report is received. To the extent that the CRA requires additional information related to the above reporting requirement, Circuit shall provide the information to the CRA.

Section 11: Advertisement Sales

Circuit shall sell space on the exterior or interior of the vehicles for the display of commercial advertising. Net Advertising Revenue, defined below, that is generated by Circuit in connection with the sales of commercial advertising shall be divided equally between Circuit and the CRA. Net Advertising Revenue means the gross advertising revenue received less all costs and expenses, including, but not limited to

advertisement design, production costs, installation and removal costs and customary commissions paid to media sales representatives, incurred by Circuit in connection with providing the advertisement sales. Circuit shall provide an accounting of all advertising revenue with its Level of Service monthly report as required in Section 9, which shall include the gross revenue, costs and expenses Circuit shall provide to CRA a breakdown of the Net Advertising Revenue each month, which shall include the gross revenue plus costs and expenses incurred in connection with providing advertising sales

Section 12. Advertising Guidelines

A. In its agreements with its advertising contractors, Circuit shall reserve the right to reject any advertisement, commercial or noncommercial.

B. Circuit shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CRA's consent which shall not be unreasonably withheld.

C. All advertising and promotional materials, including, without limitation, any vehicle "wraps" (collectively "**Advertising**") must conform to the following criteria:

i. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.

ii. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.

iii. Obscene Advertising. No Advertising shall display any statement, word, character, or illustration of an indecent or obscene nature, as defined by F.S. Chapter 847, as may be amended from time to time.

iv. False Advertising. No Advertising shall displace false or misleading information, intended to mislead the public as to anything sold, any services to be performed or information disseminated.

v. Tobacco, Firearms, and Cannabis. No Advertising shall display any statement that promotes the sale of tobacco or tobacco products, electronic cigarettes, firearms, or medical marijuana treatment centers or delivery devices in accordance with Florida law.

vi. Existing Laws. All Advertising must conform to all applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

D. The CRA shall request removal of any advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the request. Circuit will consider and act promptly upon the request in accordance with this policy.

Section 13: Ridership Fares

A. Circuit shall collect ridership fares for the services, as follows:

i. For rides that begin and terminate within Zone 1: $1.00 for each rider.

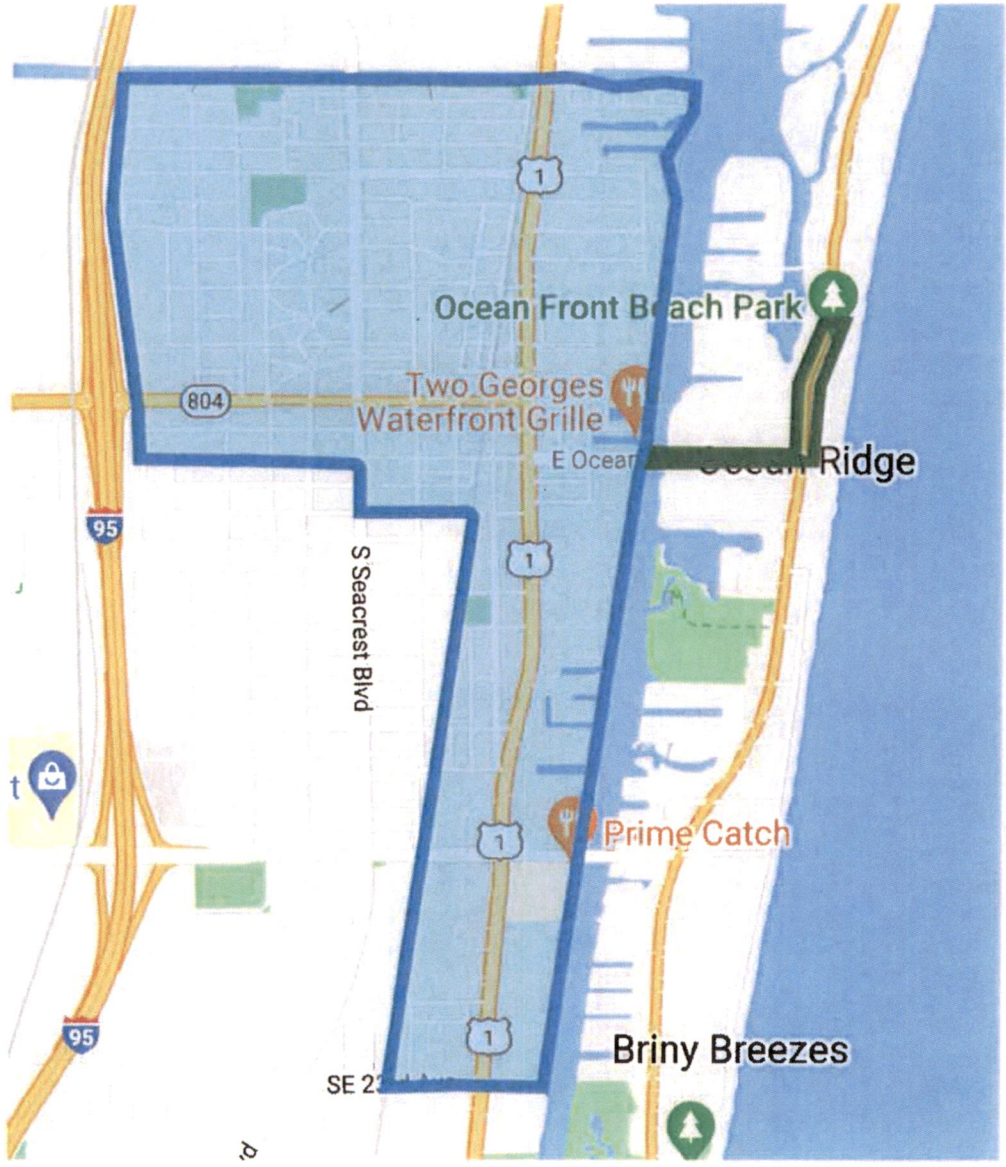
ii. For rides that begin or terminate in Zone 2: $2:00 for each rider. If the rider is part of a group, $2.00 for the initial rider and $1.00 for each additional rider within the group.

B. Circuit shall credit the CRA's monthly invoice for each Zone with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.

C. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less revenue collection costs and expenses, including but not limited to sales taxes or other taxes imposed by law, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Circuit will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

Exhibit A-1 Service Area

The Circuit Service Area for City of Boynton Beach CRA that is active in the Ride Circuit app and on the Circuit website is as follows:



Zone 1: Area shaded blue
Zone 2: Area shaded green

Exhibit B: Pricing Schedule

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	$49.88
66-70	$44.89
71-75	$43.19
76-80	$41.73
81-85	$40.43
86-90	$39.26
91-95	$38.24
96+	$37.32

Sedans	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$46.23
46-50	$42.59
51-55	$40.22
56-60	$38.27
61-65	$36.63
66-70	$35.25
71-75	$34.06
76-80	$33.03
81-85	$32.12
86-90	$31.32
91-95	$30.61
96+	$29.97

EXHIBIT B

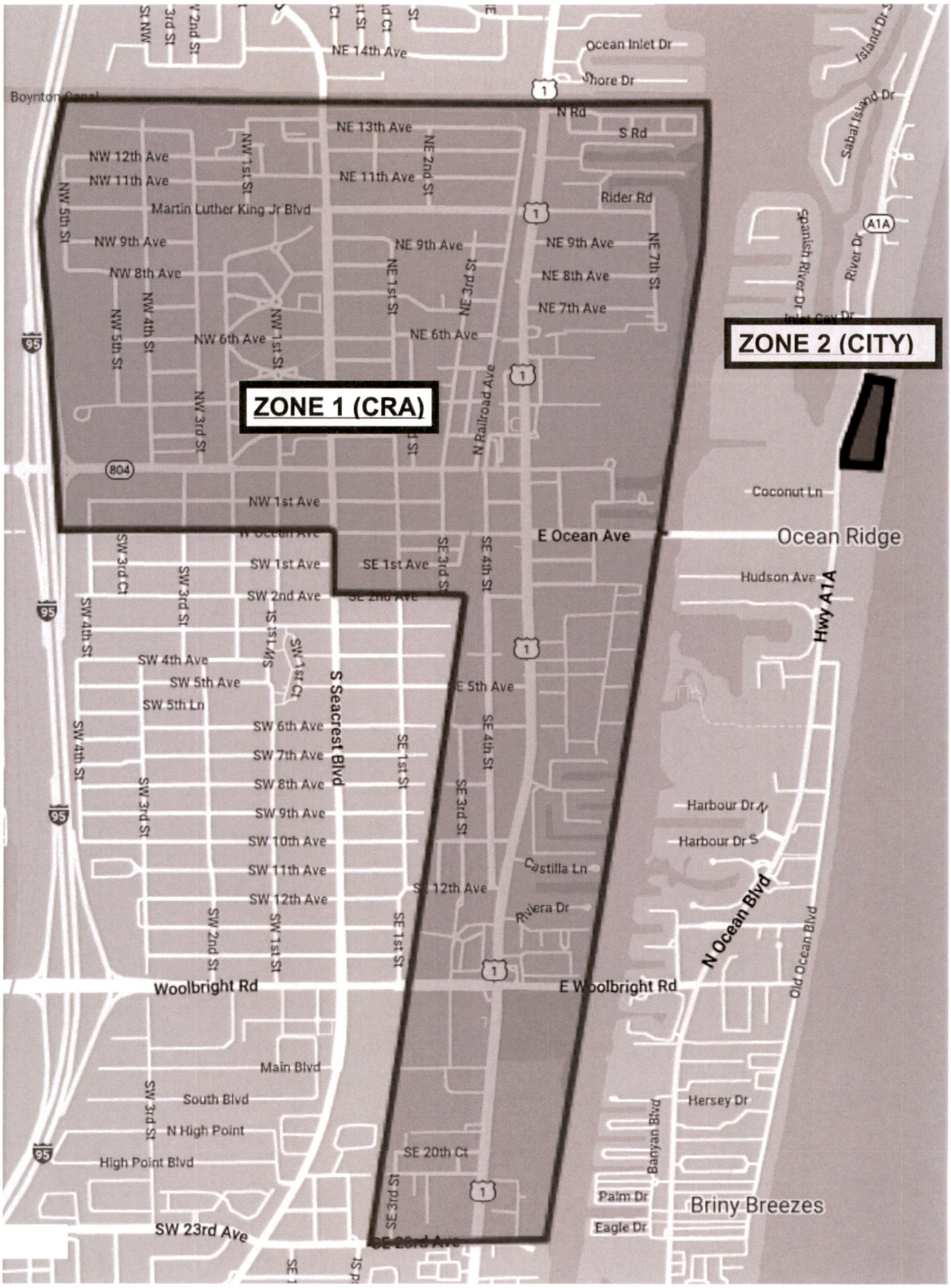

ZONE 1 (CRA)
ZONE 2 (CITY)
Ocean Inlet Dr
Shore Dr
NE 14th Ave
NE 13th Ave
NE 11th Ave
NW 12th Ave
NW 11th Ave
Martin Luther King Jr Blvd
NW 9th Ave
NW 8th Ave
NW 6th Ave
NE 9th Ave
NE 8th Ave
NE 7th Ave
NE 6th Ave
Rider Rd
N Rd
S Rd
Sabal Island Dr
Spanish River Dr
River Dr
A1A
Inlet Cay Dr
Coconut Ln
Ocean Ridge
E Ocean Ave
NW 1st Ave
SW 1st Ave
SE 1st Ave
SW 2nd Ave
Hudson Ave
Hwy A1A
SW 4th Ave
SW 5th Ave
SW 5th Ln
SW 6th Ave
SW 7th Ave
SW 8th Ave
SW 9th Ave
SW 10th Ave
SW 11th Ave
SW 12th Ave
S Seacrest Blvd
E 5th Ave
Harbour Dr N
Harbour Dr S
Castilla Ln
Riviera Dr
N Ocean Blvd
Old Ocean Blvd
Woolbright Rd
E Woolbright Rd
Main Blvd
South Blvd
N High Point
High Point Blvd
SE 20th Ct
SW 23rd Ave
Hersey Dr
Banyan Blvd
Palm Dr
Eagle Dr
Briny Breezes
N Railroad Ave
Boynton Canal

EXHIBIT C

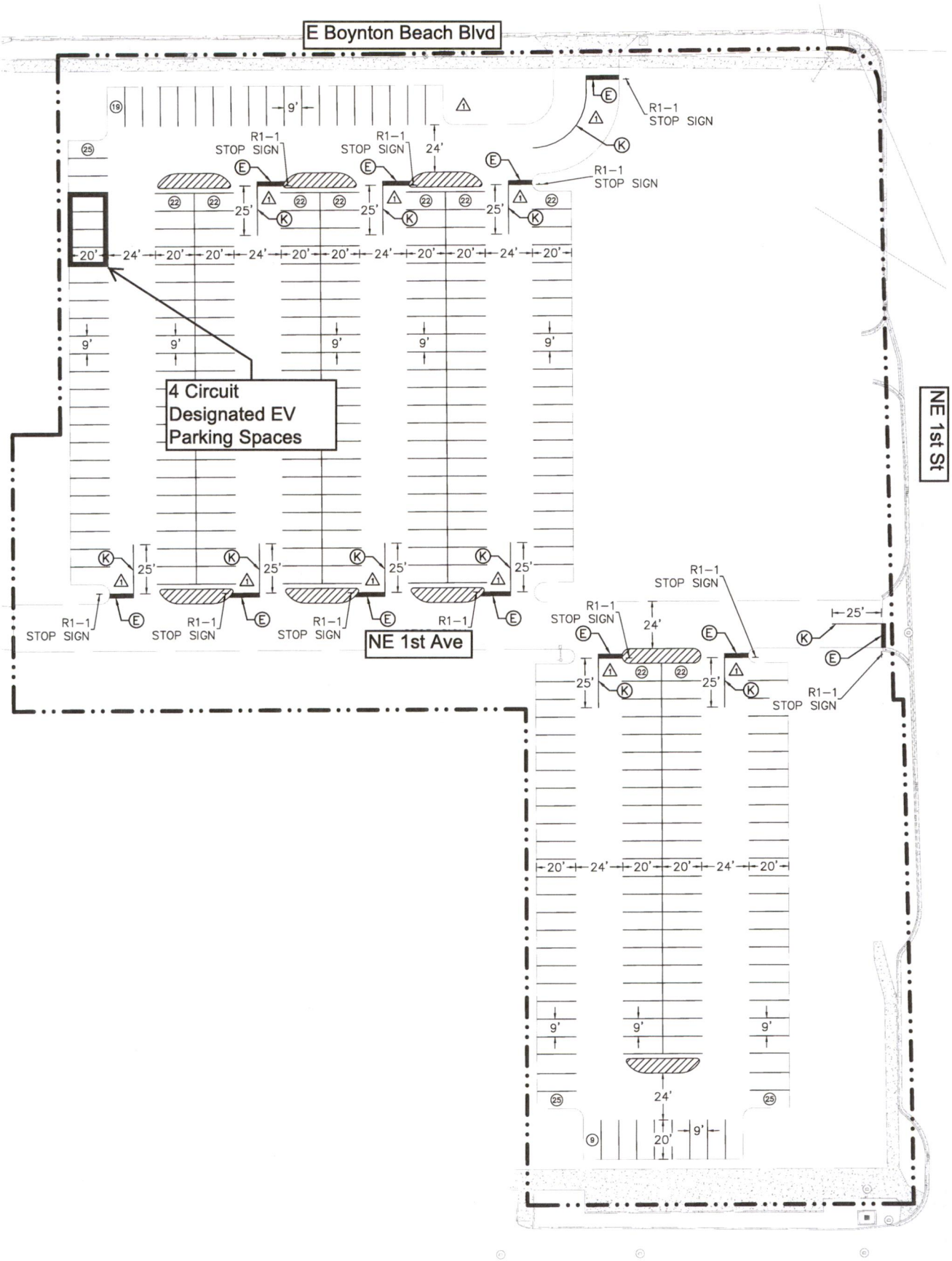

E Boynton Beach Blvd
NE 1st St
NE 1st Ave
4 Circuit
Designated EV
Parking Spaces
R1-1
STOP SIGN
9'
24'
20'
25'

EXHIBIT D

The City shall promote the Services using Promotional Materials provided by the BBCRA, at no cost to the BBCRA, as follows:

1. Within one month of the Effective Date, the City shall:
    a. Send an email to every member of City staff concerning the availability of the Services;
    b. Make an announcement concerning the availability of the Services at a City Commission meeting;
    c. Share Promotional Materials on the City website, which shall remain on the City website for the term of the Agreement;
    d. Display Promotional Materials on the televisions at City Hall, which shall be displayed at least daily for the term of the Agreement as part of the City's regular rotation of content on such televisions;
    e. Display Promotional Materials displayed on digital marquees controlled by the City at least once daily for the term of the Agreement; and
    f. Display Promotional Materials on the digital kiosk(s) at City Hall, which shall be displayed at least daily for the term of the Agreement as part of the City's regular rotation of content on such kiosks.
2. Within three months Effective Date, the City shall:
    a. Share Promotional Materials at least once in all City newsletters (Sailfish Speaks, Economic Development, Recreation, and Library) and once in Funfare Magazine. In the event the City is not able to waive fees for including these Promotional Materials, the City may seek and is entitled to reimbursement from the BBCRA for the actual costs of including such Promotional Materials so long as the City receives the prior, written permission of the BBCRA to incur such costs; and
    b. Work with the BBCRA to create and include an insert in the City's utility invoices concerning the availability of the Services.
3. The City shall allow the BBCRA to:
    a. Install one 4x8 sign at City Hall and Oceanfront Park to market the Services; and
    b. Provide and display posters or postcards marketing the Services within City facilities, including City Hall, Cultural Center, Senior Center, Hester Center, and the Carolyn Sims Center concerning the Services.



CIRCUIT

Presentation For

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Shuttle Service Update
August 2024

About Circuit

Take Cars Off The Road
Reduce congestion, use of SOVs & emissions

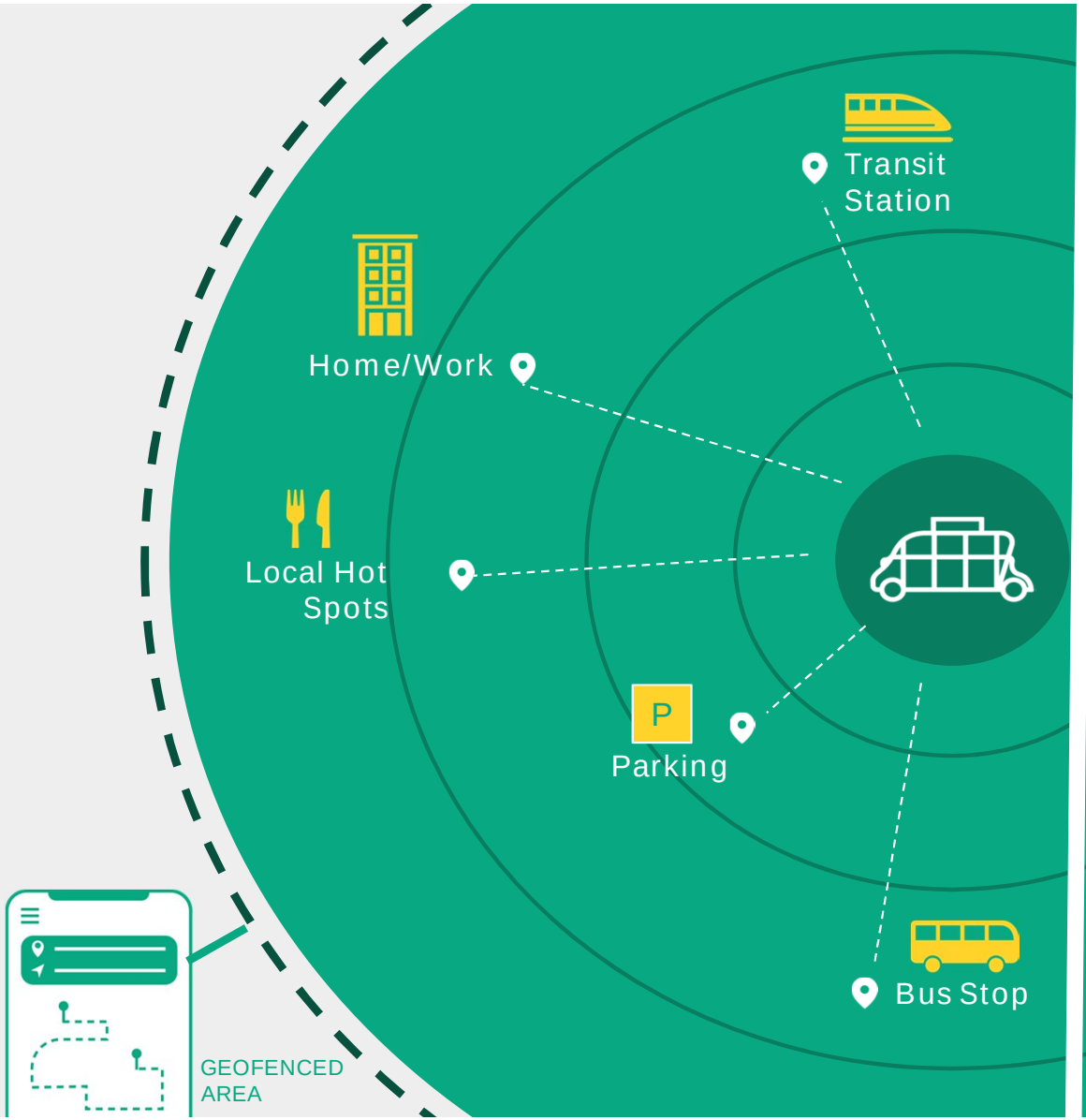
Connect Communities
Increase Mobility & Accessibility

Jobs & Economic Development
Create Jobs & Drive Traffic to Businesses

Increase Shared Rides
“Ride Sharing” not just “Ride Hailing”

Innovation & Impact
Contribute to the Future of the City

Efficiency
Circuit Moves More People For Less $



CIRCUIT

The Leader in On-Demand EV Services

National Operations

New Jersey
- Asbury Park
- Trenton

South Florida
- Boynton Beach
- Boca Raton
- Fort Lauderdale
- Hollywood
- Lake Worth Beach
- Lauderdale-By-The-Sea
- Miami
- Pompano Beach
- Palm Beach/West Palm Beach
- Wilton Manors

Washington, D.C.

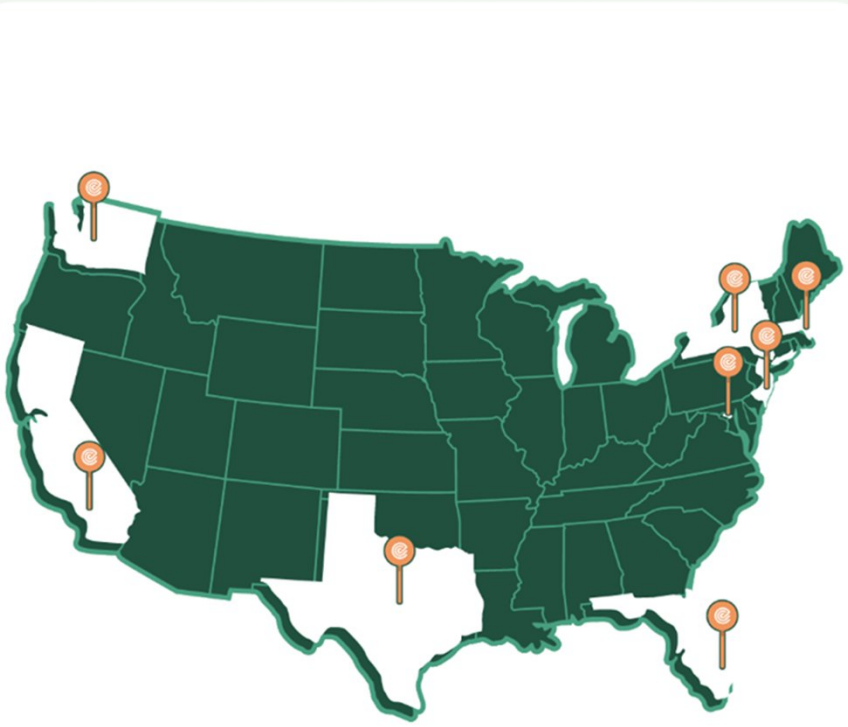
Massachusetts
- Boston
- Plymouth

New York
- East Hampton
- Montauk
- New Rochelle
- The Rockaways
- Southampton
- Williamsburg

Texas
- Austin
- Dallas
- Houston
- West Dallas

Washington
- Bellevue

California
- Avalon/Catalina
- Belmont Shore
- Carlsbad
- Chula Vista
- Culver City
- Huntington Beach
- Leimert Park
- Long Beach
- National City
- Oceanside
- Pacific Beach
- Palm Desert
- San Diego
- Santa Monica
- Seal Beach



The City of SAN DIEGO · Huntington Beach · SANDAG · WPB West Palm Beach · DART · Hilton · City of Fort Lauderdale · Washington DC · NYSERDA New York State of Opportunity · NY New York · CBRE

CIRCUIT

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

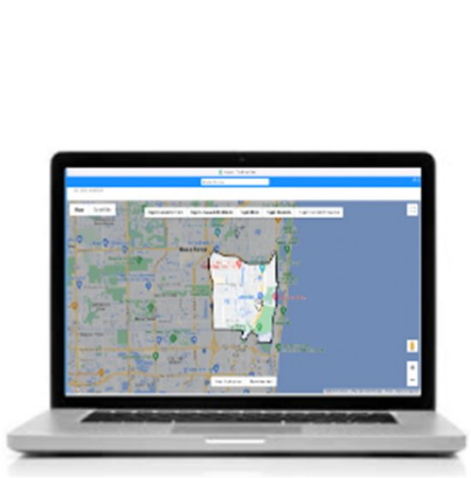
Technology - Rider App and Driver App

Circuit's tech starts with the Rider App, but there's much more behind the scenes.

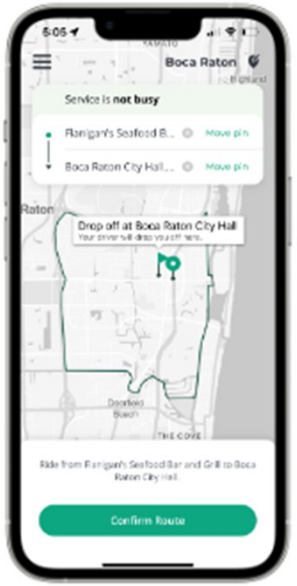
Customizable On-Demand
- Door-to-Door or Smart Spot options
- Pooling Algorithm "Ridesharing" = 38% More Riders

Easy to Use & Constantly Improving
- 20% of Boynton Beach Riders - 64+ years old
- 43 App Updates Since 2019

Additional Options
- ADA, Spanish Language, Fare Collection, Discount Codes, Zone Based Fares and Vehicle Deployments



Driver/Management Dashboard



On-Demand Rider App

★★★★★ 4.9 • 7.1K Ratings

CIRCUIT

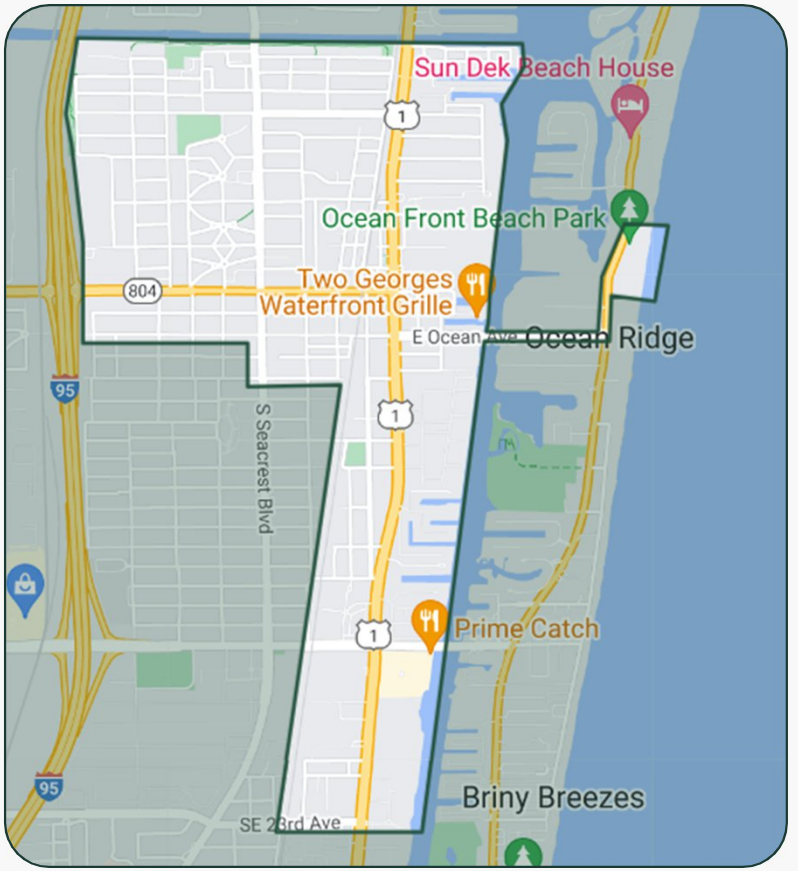
Coastal Cruiser

Hours of Operation

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 Cars: 4 (including 1 ADA GEM)





CIRCUIT

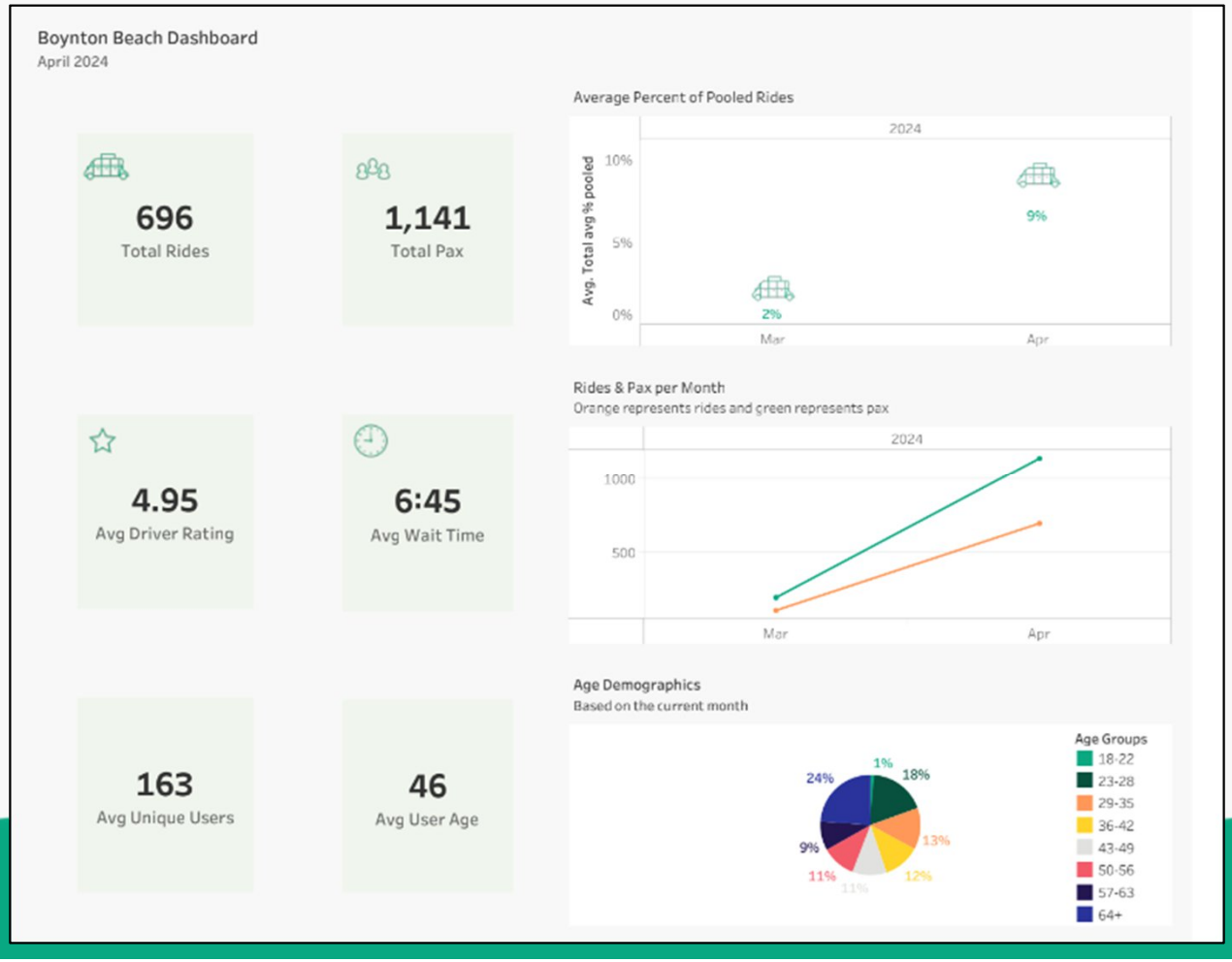
Technology - Data Reports and Ongoing Improvements

Data Reports

- Total Rides, Pax, Pax/Pride
- Wait Times, Ride Times
- Pickup and Dropoff Spatial Mapping
- Riders/Car/Service Hour
- Ridership Day/Day, WOW, MOM
- Fares Collected and % Discounted
- % of Rides Pooled, New Users

Additional Features

- Impact Measurement - GHG, SOVs
- Rider and Driver Surveys
- Grant Support

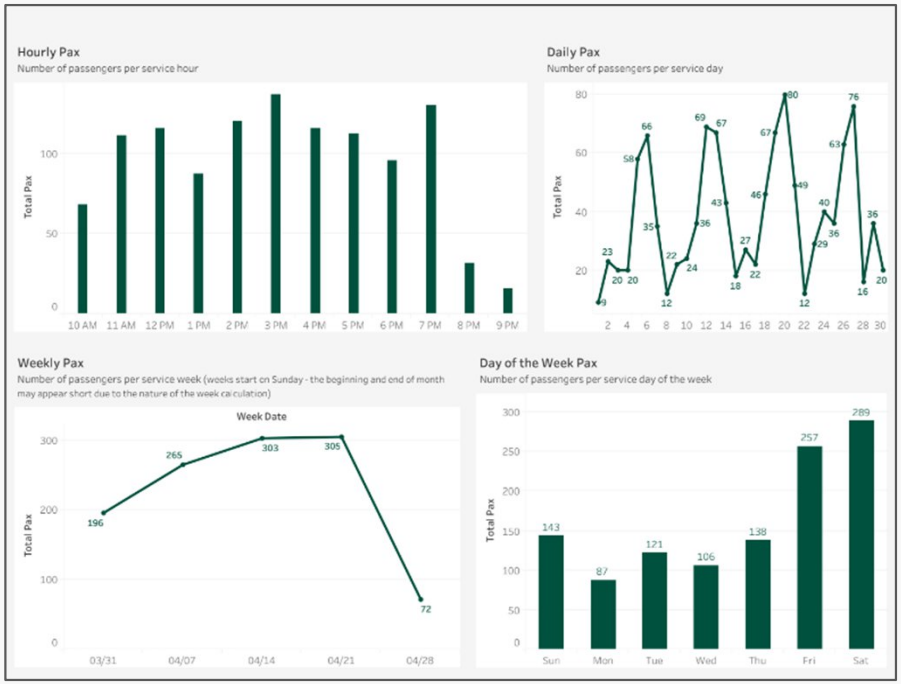


CIRCUIT

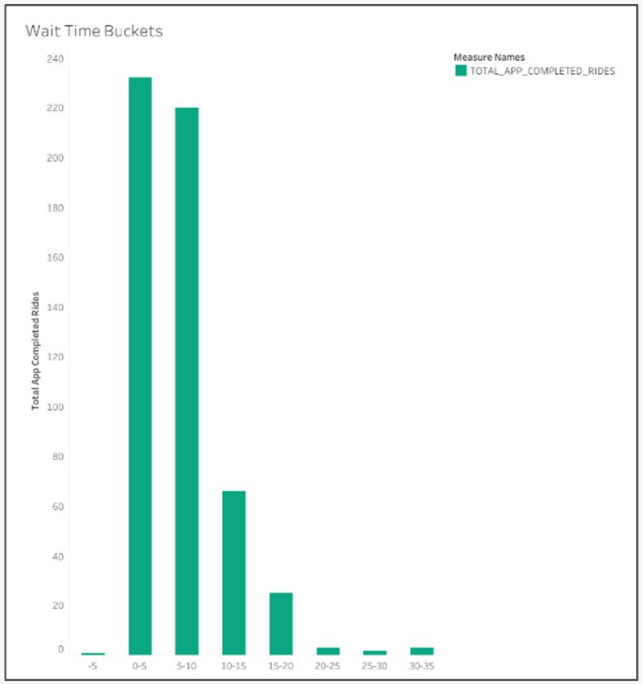
Boynton Beach Ridership

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

Passengers



Wait Times

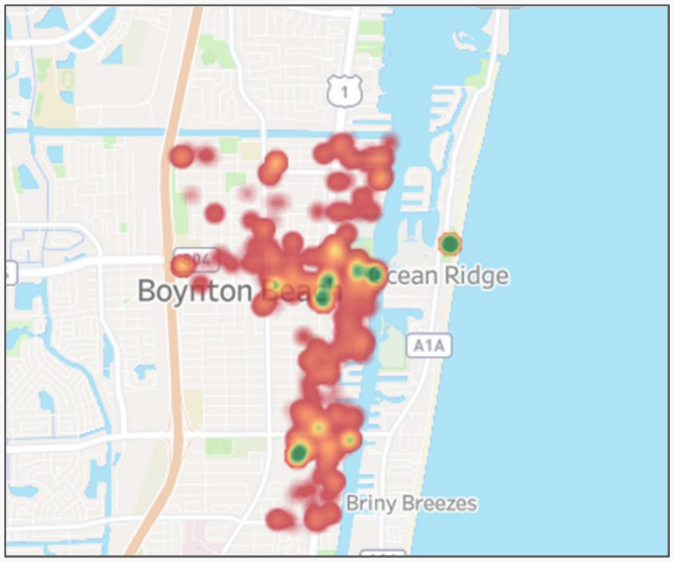


CIRCUIT

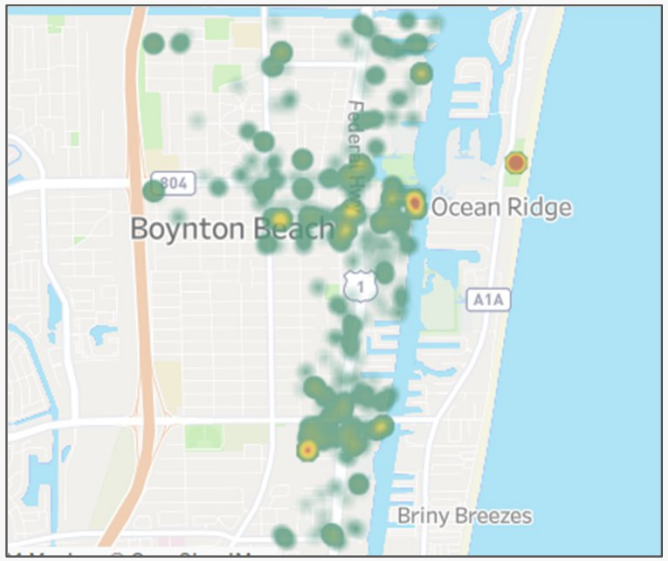
Boynton Beach Ridership

April 2024- July 2024

Pickups



Drop-Offs



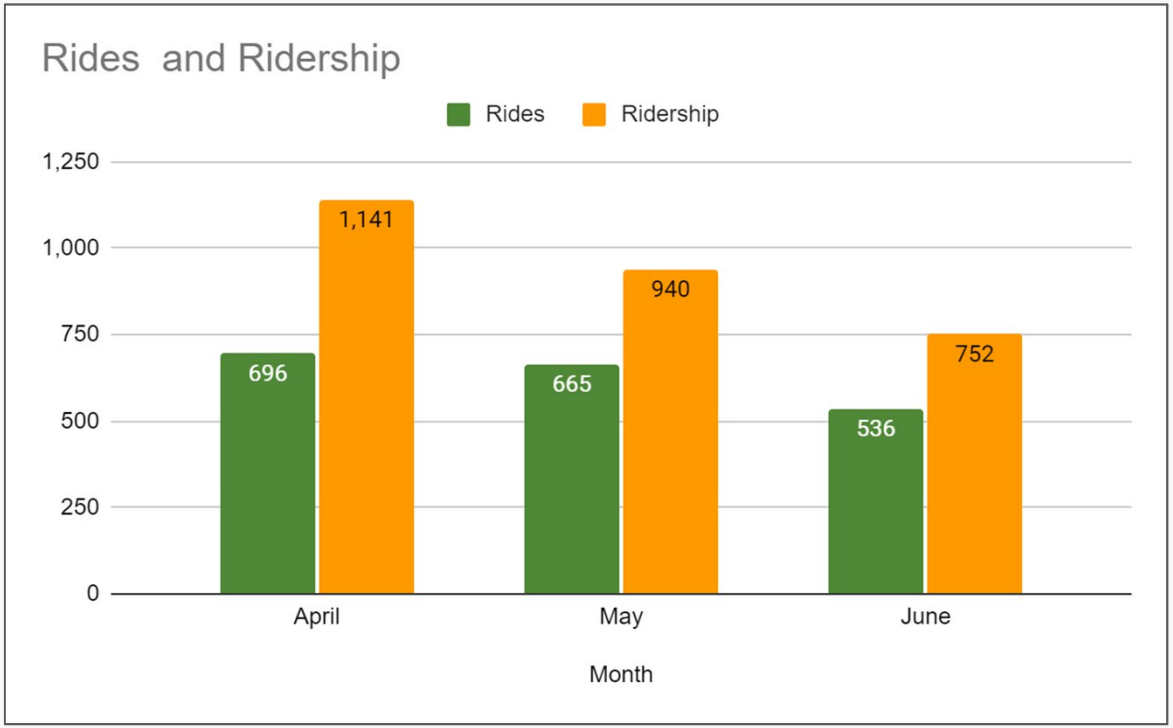
Top 10 Pickup Locations

1. Beach Stop
2. Boynton Beach, FL 33435, USA
3. 503 SE 18th Ave, Boynton Beach, FL 33435, USA
4. 623 NE 6th Ct, Boynton Beach, FL 33435, USA
5. 739 E Ocean Ave, Boynton Beach, FL 33435, USA
6. 728 Casa Loma Blvd, Boynton Beach, FL 33435, USA
7. 650 E Woolbright Rd, Boynton Beach, FL 33435, USA
8. 101 Federal Hwy, Boynton Beach, FL 33435, USA
9. Publix Super Market at Sunshine Square, SE 18th Ave
10. 731 NE 12th Terrace, Boynton Beach, FL 33435, USA

Top 10 Drop Off Locations

1. Beach Stop
2. Two Georges Waterfront Grille, Casa Loma Blvd 728
3. Banana Boat, E Ocean Ave 739
4. Publix Super Market at Sunshine Square, SE 18th Ave
5. 1331 Federal Hwy, Federal Hwy 1331
6. The Butcher and The Bar, E Ocean Ave 510
7. 1010 NE 7th St, NE 7th St 1010
8. 625 Casa Loma Blvd, Casa Loma Blvd 625
9. Prime Catch, E Woolbright Rd 700
10. 500 Ocean, Federal Hwy 101

Boynton Beach Ridership

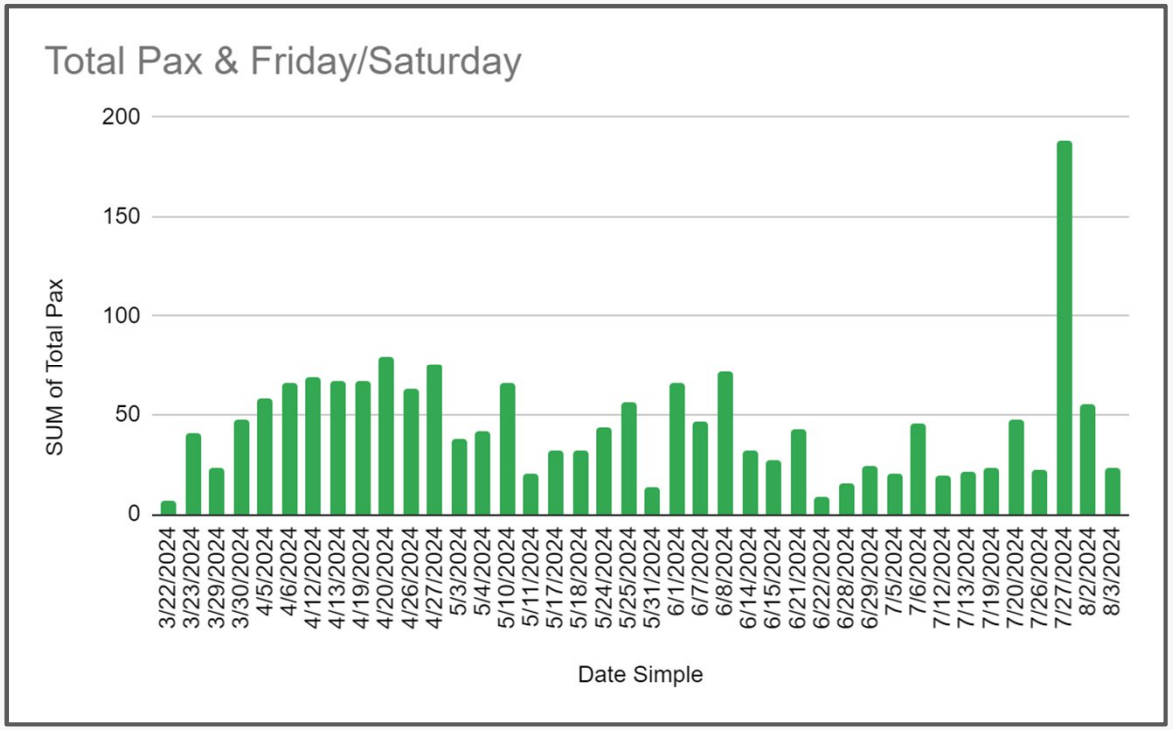


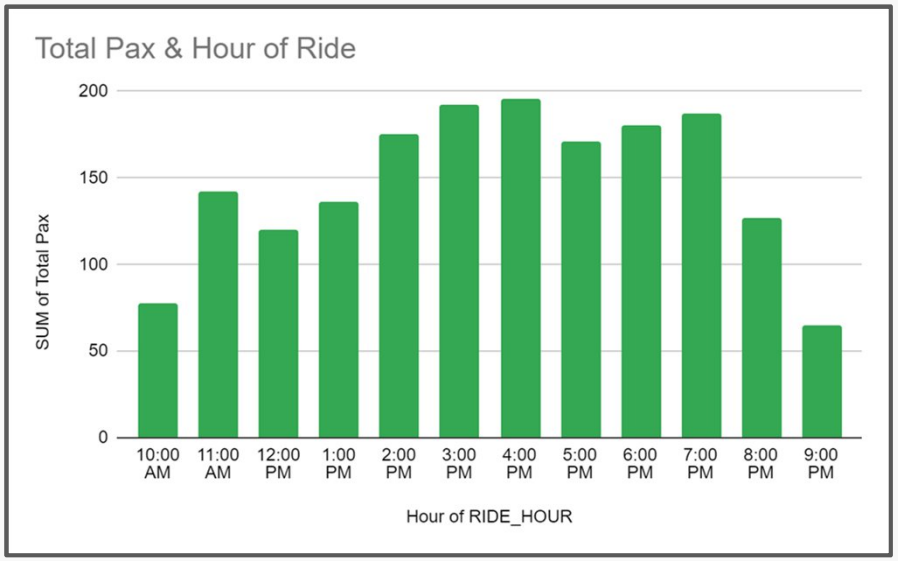
CIRCUIT

Boynton Beach Ridership

YTD 2024, FRIDAY AND SATURDAY ONLY

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY



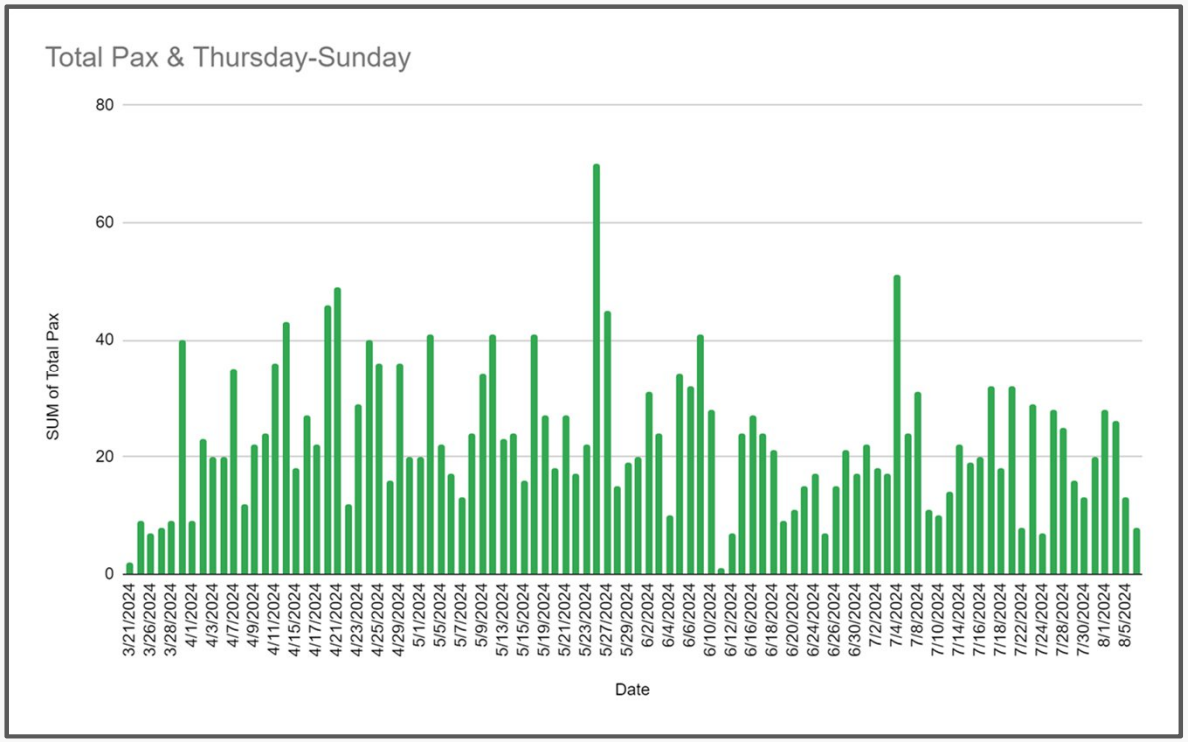


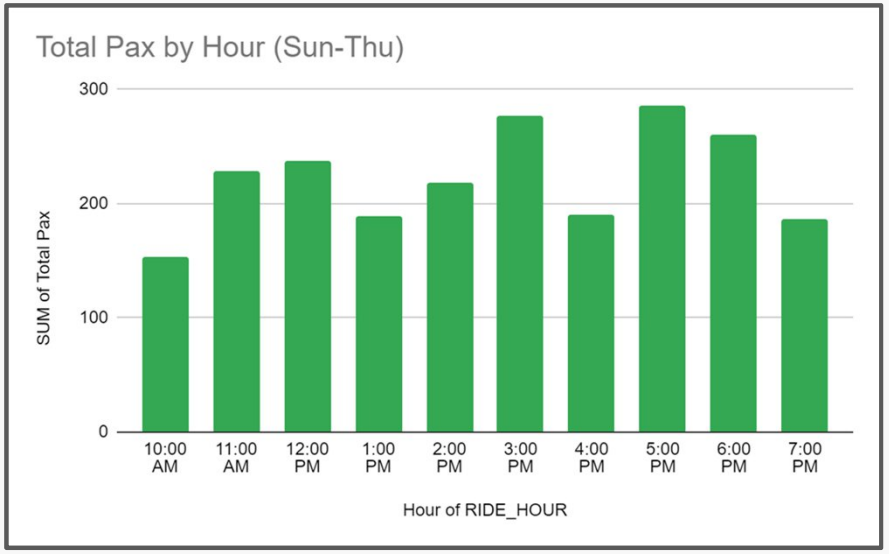
CIRCUIT

Boynton Beach Ridership

YTD 2024, SUNDAY-THURSDAY ONLY

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY





CIRCUIT

Boynton Beach Ridership

Launched March 23, 2024 August 2024

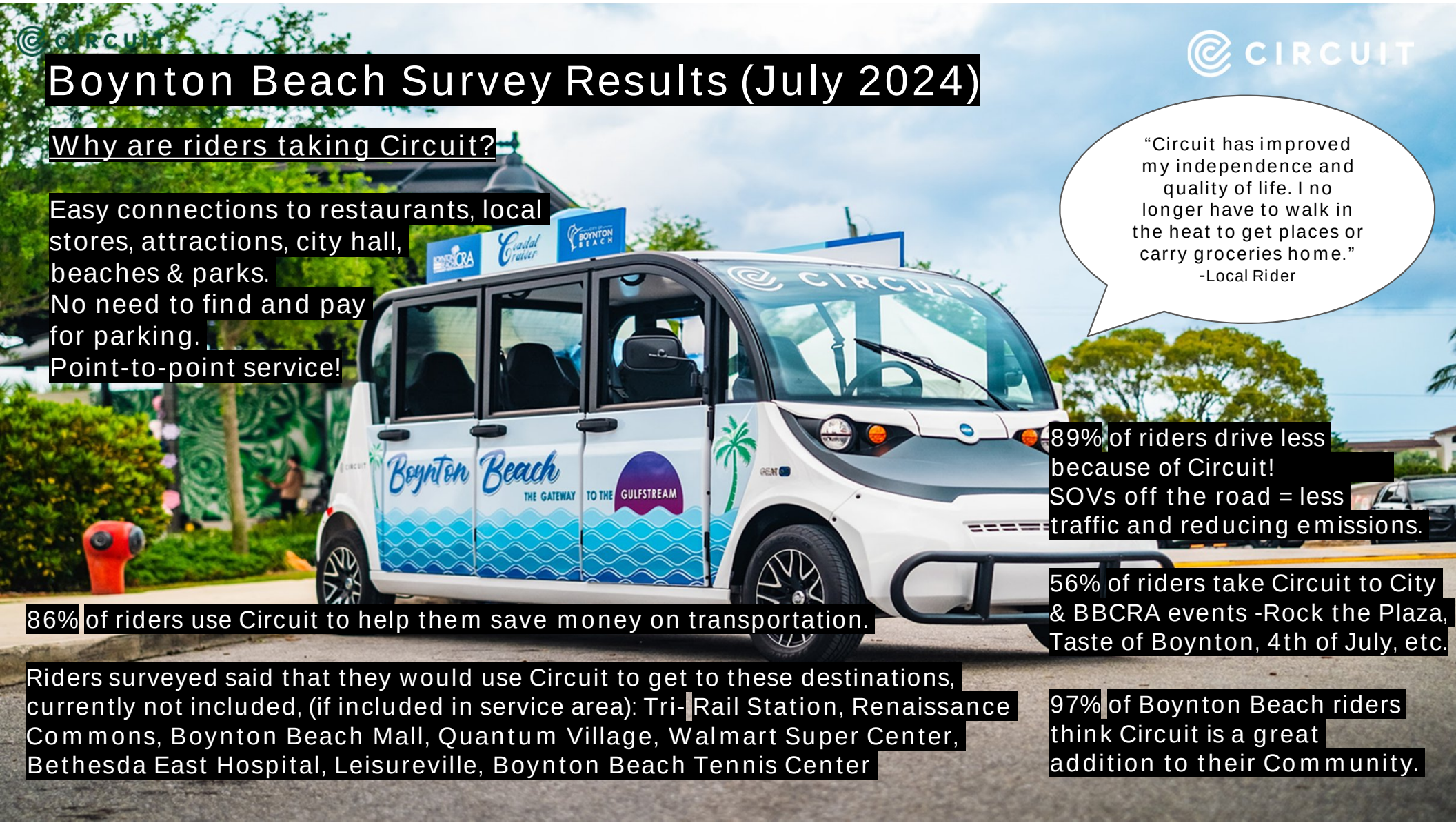
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

- 3,971
  Total riders
- 5.366 metric tons
  GHG emissions avoided
- 7 Driver Ambassadors
  W2 jobs for locals
- 4.94 / 5.0
  Average ride rating
- $1-$2
  Rider fare
- $27,000
  Monthly economic impact

Boynton Beach Survey Results (July 2024)

Why are riders taking Circuit?

Easy connections to restaurants, local stores, attractions, city hall, beaches & parks.
No need to find and pay for parking.
Point-to-point service!



"Circuit has improved my independence and quality of life. I no longer have to walk in the heat to get places or carry groceries home."
-Local Rider

89% of riders drive less because of Circuit!
SOVs off the road = less traffic and reducing emissions.

56% of riders take Circuit to City & BBCRA events -Rock the Plaza, Taste of Boynton, 4th of July, etc.

86% of riders use Circuit to help them save money on transportation.

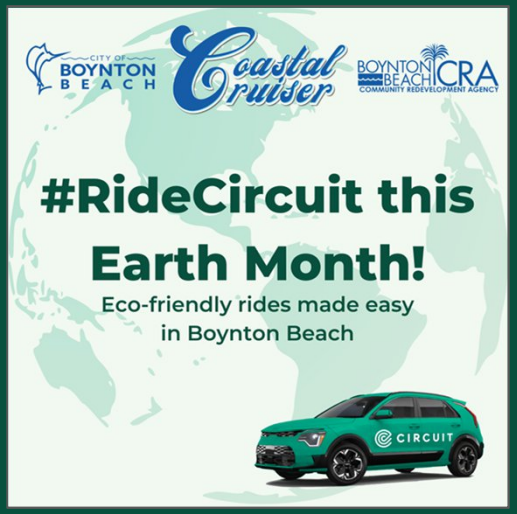
Riders surveyed said that they would use Circuit to get to these destinations, currently not included, (if included in service area): Tri-Rail Station, Renaissance Commons, Boynton Beach Mall, Quantum Village, Walmart Super Center, Bethesda East Hospital, Leisureville, Boynton Beach Tennis Center

97% of Boynton Beach riders think Circuit is a great addition to their Community.

CIRCUIT

Events & Community







"Circuit is definitely a BLESSING to me and should be EVERYWHERE. My first ride ever in an electric car and it's the BEST ride in town."

- Boynton Beach Circuit Rider



CIRCUIT

It's working!

- 900+ avg. Riders per month (and growing)
- GHG & VMT Reductions
- Economic Development



CIRCUIT

Thank you!!



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- Visit us ridecircuit.com

How often do you use Circuit services?	With which gender do you most identify?	What is your age?	As it relates to the City of Boynton Beach, do you...	If you are a Boynton Beach Resident, what zipcode do you reside in?	When do you use Circuit? (select all that apply)	Has there been a time when you would have used Circuit but it was outside of its normal operating hours. (Sunday-Thursday 10 AM - 8 PM and Friday and Saturday 10 AM - 10 PM)? If so, how would you adjust the service hours (check all that apply):	How did you first hear about Circuit?	Why do you normally use Circuit for these trips? (check all that apply)	Which destinations do you use Circuit for in Boynton Beach? (Check all that apply)	Have there been destinations outside of the service area (but within Boynton Beach) that you would ride Circuit? If so, list those destinations.	Have you used Circuit to attend any City or BBCRA events, check all that apply:	Does Circuit make you more likely to use local public transportation instead of driving?	Do you think Circuit has been a good addition to the eastern Boynton Beach community?	Does Circuit help you save money on transportation?	Do you own a personal vehicle?	Rate your previous experience using a scale of highly satisfied to dissatisfied: (Wait Time)	Rate your previous experience using a scale of highly satisfied to dissatisfied: (Drivers)	Rate your previous experience using a scale of highly satisfied to dissatisfied: (Safety)	Rate your previous experience using a scale of highly satisfied to dissatisfied: (Cleanliness)	Would you be willing to pay a higher fare for a Circuit ride? If so, how much more would you be willing to pay?	How user-friendly is the Circuit mobile app? (5 being very easy, 1 being very difficult)	Do you have any other thoughts or suggestions you'd like to share?
	Female	25-34	I live in Boynton Beach|I work in Boynton Beach	33426	Afternoon (12pm-5pm)	Begin the service hours earlier Friday - Saturday|Extend the service hours later Friday - Saturday	Social Media (Facebook, Linked In, Instagram, Twitter/X)	So I don't have to look for parking|Walking isn't an option (weather, safety, physical limitations, etc)	City Hall/Library|One Boynton Plaza|Boynton Harbor Marina|Beach Access at Ocean Front Beach Park	Tri-Rail Station|Renaissance Commons|Boynton Beach Mall|Quantum Village	Rock the Plaza at One Boynton|Rock the Marina|Spring Market	Yes	Yes	Yes	Yes	Satisfied			Highly Satisfied	$1	3	
Once a month	Female	45-60	I live in Boynton Beach	33435	Evening (5pm-8pm)	Begin the service hours earlier Sunday-Thursday	Social Media (Facebook, Linked In, Instagram, Twitter/X)	Circuit is cheaper than a taxi or TNC (Lyft, Uber, etc)|So I don't have to use my car|Circuit is eco-friendly and is better for the environment than other options|To avoid drinking and driving	Riverwalk Plaza|Boynton Harbor Marina		Taste of Boynton	Yes	Yes	Yes	Yes	Highly Satisfied				$1	3	
Once a month	Male	25-34	I live in Boynton Beach|I work in Boynton Beach	33435	Evening (5pm-8pm)|Late night (8pm-11pm)	Extend the service hours later Friday - Saturday	Saw a news article	Circuit is cheaper than a taxi or TNC (Lyft, Uber, etc)|So I don't have to look for parking|So I don't have to use my car|To avoid drinking and driving	Sunshine Square Plaza|Riverwalk Plaza|Boynton Harbor Marina|Downtown Boynton Beach (Ocean Avenue/Federal Highway)		Taste of Boynton	Yes	Yes	Yes	No	Highly Satisfied				$4	5	
2-3 times a month	Female	35-44	I live in Boynton Beach|I work in Boynton Beach	33435	Evening (5pm-8pm)	Extend the service hours later Sunday - Thursday	Social Media (Facebook, Linked In, Instagram, Twitter/X)	So I don't have to look for parking|So I don't have to use my car|To avoid drinking and driving|Other: My car was in the shop for 5 weeks. Circuit was a life-saver.	City Hall/Library|Downtown Boynton Beach (Ocean Avenue/Federal Highway)			Yes	Yes	Yes	Yes	Highly Satisfied	Satisfied			$2	4	
2-3 times a month	Female	61+	I live near Boynton Beach and visit often		Afternoon (12pm-5pm)|Evening (5pm-8pm)	Begin the service hours earlier Sunday-Thursday|Begin the service hours earlier Friday - Saturday|Extend the service hours later Sunday - Thursday	Social Media (Facebook, Linked In, Instagram, Twitter/X)	Circuit is cheaper than a taxi or TNC (Lyft, Uber, etc)|So I don't have to look for parking|So I don't have to use my car|Circuit is eco-friendly and is better for the environment than other options|To avoid drinking and driving|I enjoy the experience more than other options	City Hall/Library|Sunshine Square Plaza|Riverwalk Plaza|One Boynton Plaza|Boynton Harbor Marina|Downtown Boynton Beach (Ocean Avenue/Federal Highway)|Beach Access at Ocean Front Beach Park	Renaissance Commons|Leisureville	Rock the Plaza at One Boynton|Rock the Plaza at Ocean Plaza|Taste of Boynton	Yes	Yes	Yes	Yes				Highly Satisfied	$4	5	
Less than once a month	Male	25-34	I live in Boynton Beach		Afternoon (12pm-5pm)	Extend the service hours later Friday - Saturday	Social Media (Facebook, Linked In, Instagram, Twitter/X)	Circuit is cheaper than a taxi or TNC (Lyft, Uber, etc)|I don't own a car|I enjoy the experience more than other options|Walking isn't an option (weather, safety, physical limitations, etc)	Beach Access at Ocean Front Beach Park	Tri-Rail Station		Neutral	Yes	Yes	No					Highly Satisfied	$2	5	
Once a month	Male	45-60	I live in Boynton Beach|I work in Boynton Beach	33435	Afternoon (12pm-5pm)|Evening (5pm-8pm)|Late night (8pm-11pm)		From the City, Visitor Center, or Chamber website	So I don't have to look for parking|So I don't have to use my car	Boynton Harbor Marina|Downtown Boynton Beach (Ocean Avenue/Federal Highway)|Beach Access at Ocean Front Beach Park	Tri-Rail Station|Other: SW 2nd Ave. does not service my neighborhood		Yes	Yes	Neutral	Yes		Highly Satisfied			$2	5	Service area should include the Forest Park neighborhood between ocean and Woolbright across from municipal building. Makes zero sense that it stops at Ocean Ave. My family and neighbors would use more if our homes were in the service area. There are also a lot of AirBnBs in the neighborhood which would use the service to get to and from the beach. Especially in season when parking is difficult to find.
Once a month	Male	35-44	I live in Boynton Beach	33435	Evening (5pm-8pm)	Extend the service hours later Friday - Saturday	From the City, Visitor Center, or Chamber website	Other: Gave it a try	Boynton Harbor Marina|Beach Access at Ocean Front Beach Park	Other	Other: lol yea right	No	No	No	Yes	Neutral		Satisfied	Highly Satisfied	$0	3	Take it away. It's a waste of parking., resources, and is useless. White noise in an already saturated share ride market. Maybe make affordable parking. After all, we are the locals that live in pay here.
2-3 times a month	Female	61+	I live in Boynton Beach	33435	Morning (7am-12pm)|Afternoon (12pm-5pm)	Begin the service hours earlier Sunday-Thursday|Begin the service hours earlier Friday - Saturday|Extend the service hours later Sunday - Thursday|Extend the service hours later Friday - Saturday	Rode in another market	Circuit is cheaper than a taxi or TNC (Lyft, Uber, etc)|So I don't have to look for parking|So I don't have to use my car|I like the drivers	City Hall/Library|Sunshine Square Plaza|One Boynton Plaza|Boynton Harbor Marina|Downtown Boynton Beach (Ocean Avenue/Federal Highway)|Beach Access at Ocean Front Beach Park|Other: Leisureville where I have friends											
Never	Male	61+	I live in Boynton Beach	33426			Social Media (Facebook, Linked In, Instagram, Twitter/X)	So I don't have to look for parking	Sunshine Square Plaza|Riverwalk Plaza|One Boynton Plaza|Boynton Harbor Marina|Downtown Boynton Beach (Ocean Avenue/Federal Highway)|Beach Access at Ocean Front Beach Park	Tri-Rail Station|Renaissance Commons|Boynton Beach Mall|Leisureville	Rock the Plaza at One Boynton|Rock the Plaza at Ocean Plaza|City of Boynton Beach First Friday Events	Yes	Yes	Yes	Yes				Highly Satisfied	$0	5	

2-3 times a month	Female	61+	I live in Boynton Beach	33435	Morning (7am-12pm)|Afternoon (12pm-5pm)|Evening (5pm-8pm)|Late night (8pm-11pm)	Begin the service hours earlier Sunday-Thursday|Begin the service hours earlier Friday - Saturday|Extend the service hours later Friday - Saturday|Other: Very early like sunrise love to go to the beach & inlet to see the sun rise & enjoy the cooler temps	Social Media (Facebook, Linked In, Instagram, Twitter/X)	Circuit is cheaper than a taxi or TNC (Lyft, Uber, etc)|So I don't have to look for parking|So I don't have to use my car|Circuit is eco-friendly and is better for the environment than other options|To avoid drinking and driving|I like the drivers|Walking isn't an option (weather, safety, physical limitations, etc)	Sunshine Square Plaza|One Boynton Plaza|Boynton Harbor Marina|Beach Access at Ocean Front Beach Park	Tri-Rail Station|Renaissance Commons|Boynton Beach Mall|Boynton Beach Tennis Center|Leisureville|Quantum Village	Rock the Plaza at One Boynton|Rock the Plaza at Ocean Plaza|Taste of Boynton|City of Boynton Beach First Friday Events|Juneteenth Celebration|Rock the Marina|Spring Market	Yes	Yes	Yes	Yes	Highly Satisfied			Satisfied	$0	5	
	Male	45-60	I live in Boynton Beach|I work in Boynton Beach	33435		Extend the service hours later Sunday - Thursday|Extend the service hours later Friday - Saturday	Social Media (Facebook, Linked In, Instagram, Twitter/X)			Renaissance Commons|Other: Breweries		Yes	Yes	Neutral	Yes							
Never	Female	35-44	I live near Boynton Beach and visit often				Saw a news article			Tri-Rail Station|Boynton Beach Mall|Leisureville										$2		Why isn't the Forest Park neighborhood included
2-3 times a month	Female	45-60	I live in Boynton Beach	33435	Evening (5pm-8pm)|Late night (8pm-11pm)	Begin the service hours earlier Friday - Saturday|Extend the service hours later Friday - Saturday	From the City, Visitor Center, or Chamber website	So I don't have to look for parking|Circuit is eco-friendly and is better for the environment than other options|To avoid drinking and driving|I enjoy the experience more than other options	City Hall/Library|Sunshine Square Plaza|One Boynton Plaza|Downtown Boynton Beach (Ocean Avenue/Federal Highway)|Beach Access at Ocean Front Beach Park	Quantum Village	4th of July|Rock the Plaza at One Boynton|Rock the Plaza at Ocean Plaza|Taste of Boynton|City of Boynton Beach First Friday Events|Spring Market	Yes	Yes	Yes	Yes			Highly Satisfied		$1	N/A	Thank you! This is a great addition to Boynton Beach
2-3 times a month	Female	61+	I live in Boynton Beach	33435	Morning (7am-12pm)|Afternoon (12pm-5pm)|Evening (5pm-8pm)	Keep the service hours the same	Saw a news article	So I don't have to look for parking|So I don't have to use my car|Circuit is eco-friendly and is better for the environment than other options|To avoid drinking and driving|I enjoy the experience more than other options	City Hall/Library|Sunshine Square Plaza|Riverwalk Plaza|Boynton Harbor Marina|Downtown Boynton Beach (Ocean Avenue/Federal Highway)	Tri-Rail Station|Other: Bethesda hospital, East	4th of July|Rock the Plaza at One Boynton|Rock the Plaza at Ocean Plaza|City of Boynton Beach First Friday Events|Rock the Marina|Other: BB night market	Yes	Yes	Yes	Yes				Highly Satisfied	$1	5	A great service and benefit to our community. Thank you for your innovation. I I greatly appreciate it and encourage my friends to use it.
Once a month	Male	61+	I live in Boynton Beach	33435	Evening (5pm-8pm)|Late night (8pm-11pm)	Extend the service hours later Sunday - Thursday	From the City, Visitor Center, or Chamber website	Circuit is cheaper than a taxi or TNC (Lyft, Uber, etc)|So I don't have to look for parking|So I don't have to use my car|To avoid drinking and driving	Downtown Boynton Beach (Ocean Avenue/Federal Highway)|Other: Banana Boat, Prime Catch	Tri-Rail Station|Boynton Beach Mall	City of Boynton Beach First Friday Events	Yes	Yes	No	Yes					$0	4	All good
2-3 times a week	Female	45-60	I live in Boynton Beach	33435	Morning (7am-12pm)|Afternoon (12pm-5pm)|Evening (5pm-8pm)	Begin the service hours earlier Sunday-Thursday|Begin the service hours earlier Friday - Saturday	From the City, Visitor Center, or Chamber website	Circuit is cheaper than a taxi or TNC (Lyft, Uber, etc)|I don't own a car|Circuit is faster than other options	City Hall/Library|Sunshine Square Plaza|Other: Journey church, doctors , Wendy's, bank	Other: Quest on Seacrest; Bethesda East Hospital		Neutral	Yes	Yes	No	Satisfied	Highly Satisfied	Neutral		$0	5	Circuit has improved my independence and quality of life. I no longer have to walk in the heat to get places or carry groceries home.
Less than once a month	Female	61+	I live in Boynton Beach	33435	Morning (7am-12pm)|Afternoon (12pm-5pm)	Keep the service hours the same	A friend told me or word of mouth	So I don't have to look for parking|So I don't have to use my car	Sunshine Square Plaza|Beach Access at Ocean Front Beach Park	Tri-Rail Station|Renaissance Commons		Yes	Yes	Yes	Yes	Highly Satisfied				$0	5	
4-6 times a week	Female	45-60	I live in Boynton Beach	33435	Afternoon (12pm-5pm)|Evening (5pm-8pm)|Late night (8pm-11pm)	Extend the service hours later Friday - Saturday	A friend told me or word of mouth	Circuit is cheaper than a taxi or TNC (Lyft, Uber, etc)|I don't own a car|Circuit is eco-friendly and is better for the environment than other options|Circuit is faster than other options	Sunshine Square Plaza|One Boynton Plaza|Boynton Harbor Marina|Downtown Boynton Beach (Ocean Avenue/Federal Highway)	Tri-Rail Station|Boynton Beach Mall|Boynton Beach Tennis Center	Rock the Plaza at One Boynton|Rock the Marina	Yes	Yes	Yes	No	Highly Satisfied	Satisfied			$0	1	Calling it Coastal Cruiser yet using the Ride Circtuit app is a real disconnect in identifying this as both the same brand.
2-3 times a month	Male	61+	I live in Boynton Beach	33435	Evening (5pm-8pm)	Extend the service hours later Friday - Saturday	A friend told me or word of mouth	So I don't have to look for parking|So I don't have to use my car|Circuit is eco-friendly and is better for the environment than other options|To avoid drinking and driving|I like the drivers|I enjoy the experience more than other options	Boynton Harbor Marina|Downtown Boynton Beach (Ocean Avenue/Federal Highway)|Beach Access at Ocean Front Beach Park	Other: Keylime restaurant	Taste of Boynton	Yes	Yes	Yes	Yes	Satisfied	Highly Satisfied	Satisfied		$2	5	There have been times where there were no drivers available
Once a month	Female	45-60	I live in Boynton Beach	33437	Afternoon (12pm-5pm)	Extend the service hours later Friday - Saturday	Other: Saw a sign near the library and beach	So I don't have to look for parking	Beach Access at Ocean Front Beach Park	Tri-Rail Station		Yes	Yes	Yes	Yes		Highly Satisfied		Satisfied	$1	5	Drivers are friendly. Please extend the pickup area.
2-3 times a month		61+	I live in Boynton Beach	33435	Morning (7am-12pm)		A friend told me or word of mouth	So I don't have to use my car	Sunshine Square Plaza	Boynton Beach Mall		Yes	Yes	Yes	Yes	Satisfied	Highly Satisfied				3	
2-3 times a week	Female	45-60	I live near Boynton Beach and visit often		Morning (7am-12pm)|Afternoon (12pm-5pm)|Evening (5pm-8pm)	Begin the service hours earlier Sunday-Thursday|Begin the service hours earlier Friday - Saturday	Saw a car	Circuit is cheaper than a taxi or TNC (Lyft, Uber, etc)|I don't own a car|Circuit is eco-friendly and is better for the environment than other options|I like the drivers	City Hall/Library|Sunshine Square Plaza|One Boynton Plaza|Beach Access at Ocean Front Beach Park	Tri-Rail Station|Boynton Beach Mall|Other: Walmart super center federal hwy	Rock the Plaza at Ocean Plaza|Rock the Marina	Yes	Yes	Yes	No	Highly Satisfied				$2	5	I've been using circuit more in lake worth lately
2-3 times a month	Male	61+	I live in Boynton Beach	33536	Afternoon (12pm-5pm)	Keep the service hours the same	Saw a news article	So I don't have to look for parking	Beach Access at Ocean Front Beach Park	Other: Just the.												
Less than once a month	Female	45-60	I work in Boynton Beach|Own a business in Boynton Beach		Evening (5pm-8pm)		Social Media (Facebook, Linked In, Instagram, Twitter/X)	Circuit is faster than other options	Downtown Boynton Beach (Ocean Avenue/Federal Highway)	Tri-Rail Station	City of Boynton Beach First Friday Events	Yes	Yes	Yes	Yes	Highly Satisfied				$1	5	
2-3 times a month	Male	61+	I live in Boynton Beach	33435	Afternoon (12pm-5pm)	Keep the service hours the same	From the City, Visitor Center, or Chamber website	So I don't have to look for parking|So I don't have to use my car|Circuit is faster than other options	City Hall/Library|Boynton Harbor Marina|Beach Access at Ocean Front Beach Park		Rock the Plaza at One Boynton|Rock the Plaza at Ocean Plaza|Taste of Boynton|Rock the Marina	Yes	Yes	Yes	Yes	Satisfied	Highly Satisfied	Satisfied		$2	5	
2-3 times a month		61+	I live in Boynton Beach	33435	Morning (7am-12pm)		A friend told me or word of mouth	So I don't have to use my car	Sunshine Square Plaza	Boynton Beach Mall		Yes	Yes	Yes	Yes	Satisfied	Highly Satisfied				3	

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
Office: 561-737-3256
Fax: 561-737-3258
www.boyntonbeachcra.com

August 29, 2024

Jason Bagley
Circuit Transportation, Inc.
501 East Las Olas
Suite 300
Fort Lauderdale, FL 33301

Re: Notice of Renewal

Agreement for On-Demand Transportation Services

On January 18, 2024, the Board of the Boynton Beach Community Redevelopment Agency ("BBCRA") approved the Agreement for On-Demand Transportation Services with Circuit Transit, Inc. ("Agreement"). Pursuant to Section 3, the term of the Agreement is for six (6) months with the option to renew for six (6) months, with services to begin upon approval of an interlocal agreement between the City of Boynton Beach and the BBCRA. The Interlocal Agreement Between the City of Boynton Beach and the Boynton Beach Boynton Beach Community Redevelopment Agency For Funding an On-Demand Transportation Services Pilot Program ("Interlocal Agreement") was approved by the Boynton Beach City Commission on March 5, 2024 (See City Resolution R24-041).

The BBCRA desires to exercise its option to renew the Agreement for On-Demand Transportation Services with Circuit Transit, Inc. for six months, from September 6, 2024 through March 5, 2025, at the same prices, terms and conditions as set forth in the Agreement, subject to your execution of an Anti-Human Trafficking Affidavit, attached hereto, as required by Section 767.06(13), *Florida Statutes,* (2024).

Please sign and date below to indicate your acceptance of the renewal of the Agreement through March 5, 2025.

Sincerely,

Timothy Tack

Assistant Director, Boynton Beach Community Redevelopment Agency

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435
Office: 561-737-3256
Fax: 561-737-3258
www.boyntonbeachcra.com

ACCEPTED BY BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY:

Signature

Printed Name, Title

Date

ACCEPTED BY CIRCUIT TRANSIT INC:

Signature

JASON BAGLEY

Printed Name, Title

9/3/24

Date

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

OLD BUSINESS

AGENDA ITEM 14.C

SUBJECT:
Discussion and Consideration of Purchase and Development Agreement with Maple Tree Investments, LLC for the USPS Project on the CRA-owned Property located at 401-411 E. Boynton Beach Boulevard (REVISED 09/10/2024)

SUMMARY:
The properties located at 401-411 E. Boynton Beach Boulevard (Attachment I) have been earmarked as a new retail operation for the United States Postal Service (USPS) which is currently located at CRA-owned property, 217 N. Seacrest Boulevard.

On December 12, 2023, Maple Tree Investments, LLC (MTI) was chosen by the CRA Board as the Developer of the USPS retail operation through an RFP/RFQ process (see Attachment II).

MTI and USPS requested a reduction in price from the original purchase offer of $917,000 to $817,000 (see Attachments III & IV). The request was approved by the CRA Board on August 13, 2024 (see Attachment V). Disposition of the land below market value will be brought before City Commission for approval at the next available meeting.

Attachments VI and VII are the Terms Sheet and the Purchase and Development Agreement as prepared by CRA legal and pursuant to Board direction.

FISCAL IMPACT:
No Financial Impact

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

CRA BOARD OPTIONS:
1. Approve the Purchase and Development Agreement with Maple Tree Investments, LLC for the new USPS retail operation located at 401-411 E. Boynton Beach Boulevard and allow the Board Chair to execute the agreement, pending final legal review and City Commission approval to dispose of the property below fair market value.

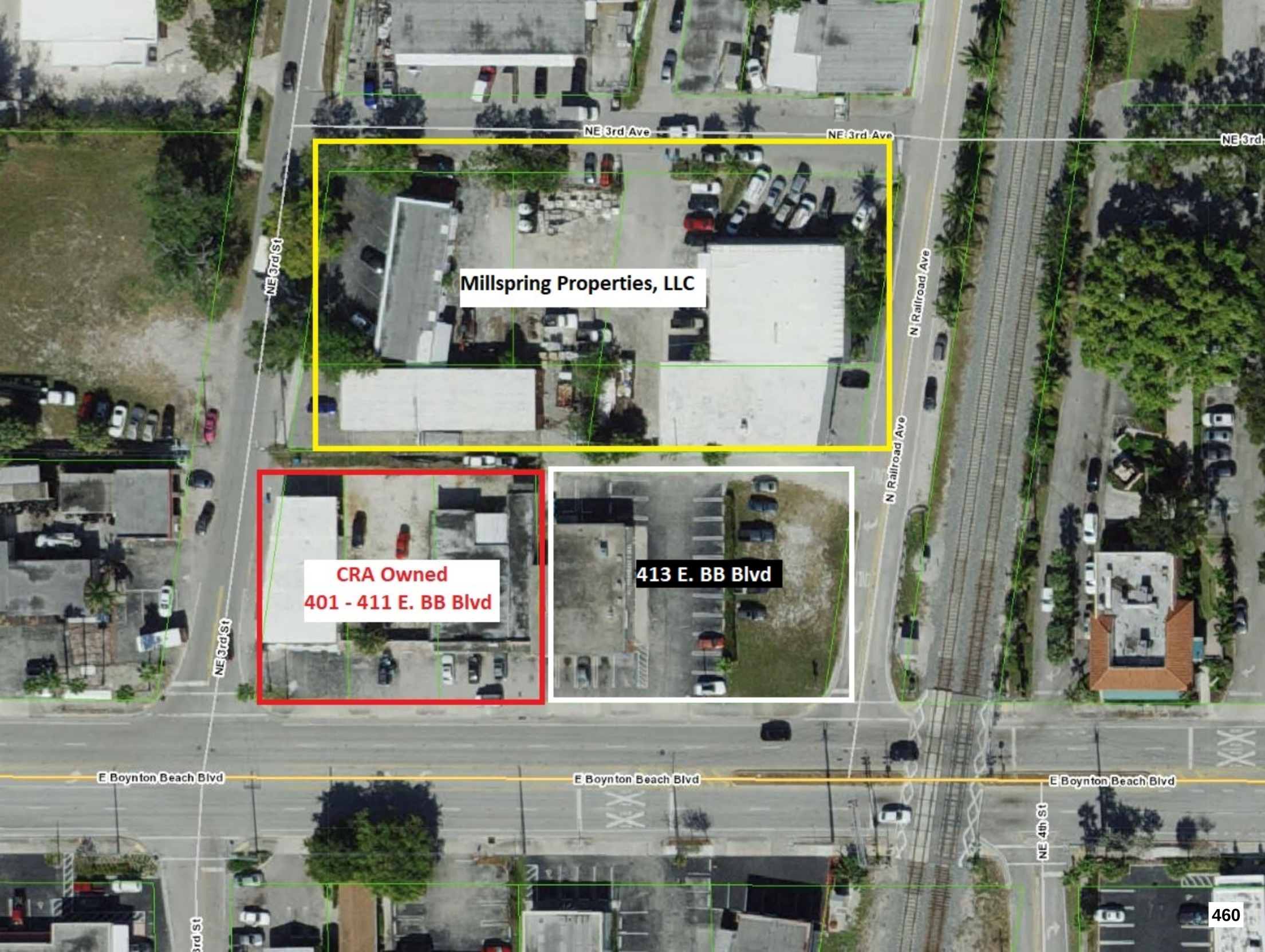
2. Do not approve the Purchase and Development Agreement with Maple Tree Investments, LLC for the new USPS retail operation located at 401-411 E. Boynton Beach Boulevard.

3. Provide alternative direction to staff upon further Board discussion.

ATTACHMENTS:

Description

- Attachment I - Property Location Map
- Attachment II - December 12, 2023 CRA Board Meeting Minutes
- Attachment III - Letter from MTI Request for New Purchase Price
- Attachment IV - July 31, 2024 USPS Email RE request for a reduced purchase price
- Attachment V - August 13, 2024 CRA Board Meeting Minutes
- Attachment VI - CRA Post Office Term Sheet Final (ADDED 09/10/2024)
- Attachment VII - Purchase and Development Agreement USPS - 401 E BB Blvd - September 9, 2024 Final w Exhibits (REVISED 09/10/2024)


Millspring Properties, LLC
CRA Owned
401 - 411 E. BB Blvd
413 E. BB Blvd
NE 3rd Ave
NE 3rd Ave
NE 3rd
NE 3rd St
N Railroad Ave
N Railroad Ave
NE 3rd St
E Boynton Beach Blvd
E Boynton Beach Blvd
E Boynton Beach Blvd
NE 4th St

11. CRA Advisory Board

A. Pending Assignments

B. Reports on Pending Assignments

Mr. Tack said that the December meeting was cancelled due to lack of quorum. He noted that one member withdrew and may be reappointed at the next City Commission meeting. He said that he is meeting with each member individually to conduct a CRA 101 session.

12. Pulled Consent Agenda Items

There were no items.

13. Old Business

A. Discussion and Consideration of the Responses to the Second RFP/RFQ for the CRA-owned Property located at 401-411 E. Boynton Beach Boulevard

Mr. Tack introduced the item and provided background. He noted, as of September 26, 2023, the CRA received two proposals. He noted that the CRA staff completed review of each of the proposals and both entities are in attendance for presentations.

Mr. StevePotaki, DMR Construction Services, Inc., introduced himself and additional project team members. He reviewed the following: Our Boynton Beach Post Office; DMR Construction; About Us; Project Highlight Gulfstream Views Briny Breezes, FL; Landlord Proposal; Estimated and Expense.

Mr. Rodney Locke reviewed the Post Office Project Details Challenges.

Mr. Potaki continued by reviewing the following: US Post Office – Site Plan; and Staging Plan & Schedule.

Mr. Brian Herbert, Gallo Herbert Architects, reviewed the following: Alternate Building Placement; and Community Design.

Mr. Potaki finished the presentation by reviewing their financing structure.

Chair Penserga invited the next applicant to present.

Mr. ToddConley, Maple Tree Investments, reviewed the following: Maple Tree Investments; Greensburg, KY USPS Facility; Clarksburg, WV USPS Facility; Lewisville, NC USPS Facility; USPS Boynton Beach Downtown Station Project; Design and Development Team; Site Plan; and Project Estimated Budget.

Board Member Kelley asked if there is a representative from the USPS. Ms. Curfman confirmed Mr. Richard Hancock is online. Board Member asked to hear feedback from Mr. Hancock.

Mr. Hancock said that he is familiar with the two proposals. He said that the two proposals are not currently able to be compared apples to apples. Additionally, he said that they would need to work more with the first proposer on the cost of maintaining and cost of handling a USPS facility. He said that one concern is price point. He noted that the building is standalone so there is no management costs. He said that they have a proposed plan, and the alleyway is crucial. He said that they would like to see both proposals utilize the alleyway. He said that their preference to keep the truck traffic separate. He noted that they are happy to have two strong candidates and it is too early to select one.

Board Member Kelley said that one of her concerns is the differences between the two proposals. She wanted to hear if both options are viable and if the rent is close to what the Post Office pays.

Mr. Hancock said that they are interested in both proposals but reiterated that they are not equal. He said they need to look at the passthroughs, land acquisition prices, and taxes. He said that they would need to drill down more.

Board Member Hay acknowledged Mr. Hancock's concern and said he shares it as well. He said that his bigger concern is the alley. He asked Mr. Hancock if they had use for a tractor trailer.

Mr. Hancock replied no, they would never need to use a tractor trailer for a facility this size.

Board Member Hay asked Mr. Tack to review the bullet points on the lease attachments.

Mr. Tack referenced the lease attachments and the comparison between the two applicants.

Board Member Hay asked about the evaluation criteria. Mr. Tack summarized the four evaluation criteria, and each applicant addressed the evaluation criteria.

Vice Chair Turkin said Maple Tree is the obvious option but what is presented is not the end all. He said they could negotiate the purchase price to drop the cost. He said he prefers Maple Tree, Inc.

Board Member Cruz said all her questions have been answered. She appreciated that the full purchase price. She asked the Post Office what they can afford to pay per square foot.

Mr. Hancock said what they are paying now does not impact new construction. He said that the purchase price of the land is significant to the overall project costs. He said that the full asking price is not their goal. He said that they would push back significantly on the proposed expenses by DMR Construction Services. He further explained their process.

Board Member Cruz asked who pays the property taxes. Mr. Hancok said that the land owner would be the taxes, but the Post Office would reimburse.

Chair Penserga summarized the position of each Board Member.

Board Member Kelley asked DMR Construction what their position in following what the USPS desires versus the alternative design they proposed. Mr. Potaki said they are willing to make it work.

Board Member Kelley asked about waivers for impact fees.

Mr. Tack said that he does not have an idea what that would be. Ms. Rossmell said that the CRA is not empowered to waive those on behalf of the City.

Board Member Kelley asked DMR Construction about the anticipated CAM fees. Mr. Potaki said that it will be whatever the Post Office requires, and they were just doing their due diligence. He said that it was based on quotes from local maintenance companies.

Chair Penserga asked Board Member Kelley about her position. Board Member Kelley stated that she is not being pulled in one direction. She said that she favors Maple Tree's experience but likes the locally established business who has worked in their area like DMR Construction. She noted that USPS may be better suited with Maple Tree. She said she is still pondering.

Chair Penserga said that Vice Chair Turkin and Board Member Kelley are both leaning towards Maple Tree.

Board Member Hay stated that if he had to decide tonight, it would be Maple Tree. He said that he has concerns but Maple Tree would be the better choice.

Chair Penserga opened public comment. No one came forth to speak. No virtual comments. Chair Penserga closed public comment.

Motion:

Vice Chair Turkin moved to authorize CRA staff and legal counsel to begin negotiations with Maple Tree Investments, LLC, and waive any inconsistencies or irregularities with the submittal, and contingent upon financing information. Board Member Hay seconded the motion.

Board Member Cruz asked if it would be fair to permit both applicants to provide an updated purchase price. Board Chair Penserga said it feels like they are beyond that point with a majority favoring one applicant.

The motion passed unanimously.

B. Discussion and Consideration of Extension of Lease with the USPS at 217 N. Seacrest Boulevard

Mr. Tack introduced the item and provided background. The USPS has submitted a request to extend the lease to January 31, 2025. He noted that the CRA Board may elect to increase the rent. He stated that the current rent is $180,125 annually.

Board Member Cruz asked if they recently purchased a new air conditioning unit. Mr. Tack stated that they have expended close to $60K this year since they owned the property, which included studies and a new air conditioning unit.

Board Member Cruz said she is in favor of a rent increase.

Vice Chair Turkin and Board Member Hay agree with a 5% increase.

2047 Grab Road
Greensburg, Kentucky
42743 270.932.1876

Pro-forma Financial Analysis. "Item K"

July 19, 2024

To Whom It May Concern:

Enclosed you will find Maple Tree Investments' proposal for the USPS Project- "Boynton Beach." My proposal includes all components used to derive rent for a 10-year lease. Included are actual numbers for total project cost, debt service, and for maintenance.

On behalf of Maple Tree Investments, LLC, (MTI), I am pleased to present the following proposal to lease the premises (the "Premises") consisting entirely of a steel/masonry structure located at approximately 401, 407, and 411 E. Boynton Beach Boulevard.

This premises consists of approximately 3,490 square feet of net interior space. In addition, MTI will develop the site as proposed on the provided "A-1 of X" which is included in the informational packet provided by the "BBCRA". This structure will be constructed to the standards set forth in the "Work Letter" also provided in the informational packet provided by the "BBCRA". MTI will have this project completed into "shell condition" no later than 360 days after the "Effective Date".

Rent for a 10 - year lease is as follows with increases of 3% per year adjusted after every 5 years

Years 1-5	$ 336,492
Years 6-10	$ 386,965

Attachments:
- Landlord Scope of Work
- Explanation of Cost
- 10 years' operating income/loss statement
- Contractors Scope of Work
- Detailed Construction Cost Estimate Summary

Sincerely,

Todd Conley



2047 Grab Road
Greensburg, Kentucky
42743 270.932.1876

Landlord Scope of Work:

1. **Landlord Purchase of Land**
2. **Architecture Design/MEP**
3. **Civil Design**
4. **Construction Inspection Services**
5. **Utility Tap**
6. **Permits and fees**
7. **Shell Construction and Site Development**
8. **Property Management:**
    a. Mowing
    b. Landscape maintenance

2047 Grab Road
Greensburg, Kentucky
42743 270.932.1876

Explanation of Cost

Project Estimated Budget

Land Acquisition:	$817,000
Construction Cost Budget:	$1,294,596
Building Permit/Impact Fees	$77,000

Soft Costs

a.	Design	**$**124,000
b.	Builders Risk	$25,000
c.	Legal Deed/Transfer Etc.	$10,000
d.	Travel 10 Trips @ $2000 Each	$20,000
e.	Contingency	$100,000
f.	Construction Interest (18 months)	$325,000
g.	Commission (JLL)	$101,746

Soft Cost Total	**$705,746**
Total Project Cost:	**$2,894,342**
Monthly Debt Service on Loan	**$26,041**
Monthly Maintenance/Mowing:	**$2000**

Exclusions

Property Taxes (Pass Through to USPS)

Payment and Performance Bonds

Property and Causality Insurance (Pass Through to USPS)

ATTACHMENT "F"

PROPOSED PROJECT FUNDING USES AND SOURCES INFORMATION

Project Uses and Sources

Land Costs	$ 817,000 -
Soft Costs	$ 705,746 -
Construction Costs	$ 1,294,596 -
Carrying Cost/Financing Costs	$ 325,000 -
Marketing and Sales Costs	$ Ø -
Permit and Impact Fee Costs	$ 77,000 -
Developer Overhead and Profit	$ Ø -
Total Project Cost	$ 2,894,342 -

Capital Stack

Proposer/Developer Equity	$ 598,868 -
Outside Capital Investor Equity	$ Ø -
Mortgage or Financed Amount	$ 2,295,473 -
Amount of BBCRA contribution requested, if any	$ Ø -
Other funding as identified	$ Ø -
Funding Total	$ 2,894,341 -

Attachment O

Landlord Proposal

A. Landlord Entity Details	
Landlord Entity Type:	LLC
Landlord Entity Name:	MAPLE TREE INVESTMENTS
Landlord Contact Name:	TODD R. CONLEY
Landlord Contact Phone:	270-932-1876
Landlord Contact Email:	mapletreeinvestments@yahoo.com
Landlord Address:	2047 GRAB RD GREENSBURG, KY 42743
B. Building Details	
Building Address:	401, 407 + 411 E. BOYNTON BEACH BLVD BOYNTON BEACH, FL 33435
Proposed USPS Premises Square Footage:	SF: 3,490 Gross *USPS requests that Landlord provide a floorplan that outlines the proposed USPS Premises, attached as Attachment Ciii*
Loading Docks:	1 dock
Parking Spaces:	22 Parking Spaces, as described in Attachment Ciii
Building Delivery Condition:	Landlord to provide the building and systems in good working condition as a warm-lit shell.
C. Term	
Lease Commencement Date:	Upon Postal Service Execution
Lease Term:	120 Months
Renewal Options:	Two (2) five-year options to renew, pursuant to the Option Rider, attached to the Form of Lease
D. Business Terms:	

Free Rent Period:	6 Months
Tenant Improvement Allowance:	Not Applicable. *Note: USPS strongly prefers to forego TI in lieu of a lower base rent.*
Rent: YEARS 1-5 $336,492 PER YEAR YEARS 6-10 386,965 PER YEAR	$99.41 PSF $336,492 annum Note: rate to include all operating expenses and building insurance.
Expenses:	Please provide a breakdown of any estimated expenses: Taxes: $0 PSF
E. Lease Terms:	
Repairs and Maintenance:	Landlord shall repair and maintain the building and all building systems that it provides, pursuant to the Repairs and Maintenance Rider, attached to the Form of Lease.
Utilities:	Billed directly, pursuant to the Utilities, Service and Equipment Rider, attached to the Form of Lease.
Taxes:	Postal Service to reimburse Landlord once annually, pursuant to the Tax Rider, attached to the Form of Lease.

02300 SITE PREPARATION	NOTES & QTY	UNIT COST	HCG ESTIMATE	Hansen	US Engineering	Alan Baer	Cliff
SCOPE OF WORK				BID ANALYSIS			
BASE BID							
Site clearing	1 LS		3,500				
Erosion control			3,500				
Temp fence			5,000				
TOTALS			12,000	0	0	0	0
LOWEST QUALIFIED BID			12,000				

02300 EARTHWORK	NOTES & QTY	UNIT COST	HCG ESTIMATE	Ornelas	US Engineering		
SCOPE OF WORK				BID ANALYSIS			
BASE BID							
Building pad	1 EA	6,500.00	6,500				
Surveying	1 EA	7,500.00	7,500				
Testing	1 EA	3,500.00	3,500				
Chain link fence	95 LF	35.00	3,325				
Rolling gate	1 EA	3,500.00	3,500				
TOTALS			24,325	0	0	0	0
#REF! LOWEST QUALIFIED BID			24,325				

02300 UNDERGROUND UTILITIES	NOTES & QTY	UNIT COST	HCG ESTIMATE				
SCOPE OF WORK				BID ANALYSIS			
BASE BID							
Catch basins	2 EA	3,000.00	6,000				
Exfiltration trench	45 LF	600.00	27,000				
Roof drain 4" pipe	175 LF	100.00	17,500				
12" Perforated pipe	20 LF	470.00	9,400				
TOTALS			59,900	0	0	0	0
#REF! LOWEST QUALIFIED BID			59,900				

02500 PAVING, CURBS & WALKS	NOTES & QTY	UNIT COST	HCG ESTIMATE				
SCOPE OF WORK							
BASE BID							
Asphalt	734 SY	45.00	33,030				
D curbing	337 LF	25.00	8,425				
Concrete sidealks at street with ramps	1,350 SF	20.00	27,000				
ADA ramp	1 EA		0				
Concrete plaza	1,450 SF	20.00	29,000				
Striping	1 LS	3,500.00	3,500				
Signage	1 LS	2,000.00	2,000				
Loading area platform	460 SF	20.00	9,200				
TOTALS			112,155	0	0	0	0
#REF! LOWEST QUALIFIED BID			112,155				

LANDSCAPING & IRRIGATION	NOTES & QTY	UNIT COST	HCG ESTIMATE				
SCOPE OF WORK				BID ANALYSIS			
BASE BID							
Landscaping				50,000			
Irrigation							
ALLOWANCE							
TOTALS			0	50,000	0	0	0
#REF! LOWEST QUALIFIED BID			50,000				

CONCRETE SHELL	NOTES & QTY	UNIT COST	HCG ESTIMATE				
SCOPE OF WORK				BID ANALYSIS			
BASE BID							
3525 SF concrete shell with block walls	3,525 SF	45.00	158,625				
Concrete SOG							
Tie beams							
Tie Columns							
Precast lintels							
Pad foundations							
Continuous foundation at perimeter							
Poured conrete entry beam and cantellvered brow							
TOTALS			158,625			0	0
#REF! LOWEST QUALIFIED BID			158,625				

04000 MASONRY	NOTES & QTY	UNIT COST	HCG ESTIMATE				
SCOPE OF WORK				BID ANALYSIS			
BASE BID							
Concrete masonry unit	5,100 BLK	10 00	51,000				
Block walls up to 17'0"	0 889						
TOTALS			51,000	0	0	0	0
#REF! LOWEST QUALIFIED BID			51,000				

05100 STRUCTURAL STEEL	NOTES & QTY	UNIT COST	HCG ESTIMATE	D&D	Florida Welding	Ramor	Hernandez
SCOPE OF WORK				BID ANALYSIS			
BASE BID				82,000			
Bar joist							
Metal deck							
Engineered plans							
Columns and imbeds							
Roof frames							
TOTALS			0	82,000	0	0	0
#REF! LOWEST QUALIFIED BID			82,000				

05500 MISCELLANEOUS METALS	NOTES & QTY	UNIT COST	HCG ESTIMATE	D&D	Ramor		Hernandez
SCOPE OF WORK				BID ANALYSIS			
BASE BID							
Rails at loading dock	40 LF	30 00	1,200				
Cvanopy at loading dock			6,750				
TOTALS			7,950	0	0	0	0
#REF! LOWEST QUALIFIED BID			7,750				

06100 ROUGH CARPENTRY	NOTES & QTY	UNIT COST	HCG ESTIMATE				
SCOPE OF WORK				BID ANALYSIS			
BASE BID							
Backing and blocking			1	2,500			
Plywood at canopy							
TOTALS			1	2,500	0	0	
#REF! LOWEST QUALIFIED BID			2,500				

07100 CAULKING & WATERPROOFING	NOTES & QTY	UNIT COST	HCG ESTIMATE				
SCOPE OF WORK				BID ANALYSIS			
BASE BID							
Caulk at window perimeter				2,500			
TOTALS			0	2,500	0	0	0
LOWEST QUALIFIED BID			2,500				

07200 ROOFING	NOTES & QTY	UNIT COST	HCG ESTIMATE	Bain	Lasa	Lasher	A Bar
SCOPE OF WORK				BID ANALYSIS			
BASE BID					46,500		
1. Roof Area Calculated----------: 3600 sqft.							
2. R19 rigid roof insulation with tapered insulation crickets between scuppers on west wall.							
3. 60 mil TPO white membrane fully adhered to insulation.							
4. Flash north/west/south parapet walls full height and fab & install 24ga painted galv capmetal coping							
5. Flash existing west wall +/- 18" high, install continuous termbar and fab & install 2pc galv counterflashing							
6. Flash/seal 1 RTUcurb and 1 Bath Exhaust curb.							
7. Seal 4 conduits/conduit braces/2 plumbing vtr's							
8. Fab & install 3 TPO Coated Metal Scuppers and 3 TPO Coated Metal Overflow Scuppers							
9. Fab & install 24ga painted steel conductor heads and downspouts with concrete splashblocks at grade							
10. Roof Manufacturers 10 yr Limited Material Only warranty							
TOTALS			0	0	46,500	0	0
LOWEST QUALIFIED BID			46,500				

08100 DOORS, FRAMES & HARDWARE	NOTES & QTY	UNIT COST	HCG ESTIMATE	Lingard			
SCOPE OF WORK				BID ANALYSIS			
BASE BID Exterio hollow metal door and frame 4'0" wide Hardware Falcon grade two Lock set, close & exit devise				5,000			
TOTALS			0	5,000	0		
LOWEST QUALIFIED BID			5,000				

08400 ALUMINUM, GLASS & GLAZING	NOTES & QTY	UNIT COST	HCG ESTIMATE	T&P			
SCOPE OF WORK				BID ANALYSIS			
BASE BID Storefront doors New storefront system	3 EA 2,000 SF			76,000			
TOTALS			0	76,000	0	0	0
LOWEST QUALIFIED BID			76,000				

09200 STUCCO	NOTES & QTY	UNIT COST	HCG ESTIMATE	T&P			
SCOPE OF WORK				BID ANALYSIS			
BASE BID Supply and install 5/8" stucco at all exterior CMU locations Stucco is figured at exterior walls, parapet, and canopies. Bonding agent is included at concrete locations only. Stucco is assumed to be painted by others – No acrylic finish Stucco is figured to be a sand/float finish – No smooth finish All access is assumed and figured into base bid All stucco accessories and control joints are PVC (vinyl corp.)				119,250			
TOTALS			0	119,250	0		
LOWEST QUALIFIED BID			119,250				

09910 PAINTING	NOTES & QTY	UNIT COST	HCG ESTIMATE	Phoenix	United	Coast	
SCOPE OF WORK				BID ANALYSIS			
BASE BID Exterior painting Doors and frames				10,000			
TOTALS			0	10,000	0	0	0
LOWEST QUALIFIED BID			10,000				

10000 BUILDING SPECIALTIES	NOTES & QTY	UNIT COST	HCG ESTIMATE				
SCOPE OF WORK				BID ANALYSIS			
BASE BID Flagpole				OUT			
TOTALS			0	0	0	0	0
LOWEST QUALIFIED BID							

11000 EQUIPMENT	NOTES & QTY	UNIT COST	HCG ESTIMATE	Lingard			
SCOPE OF WORK				BID ANALYSIS			
BASE BID Fire extinguishers - rec Fire extinguishers - semi rec Fire extinguishers - surf	3 EA			1,000			
TOTALS			0	1,000	0	0	0
LOWEST QUALIFIED BID			1,000				

15400 PLUMBING	NOTES & QTY	UNIT PRICE	HCG ESTIMATE	Dore	[illegible]	[illegible]	[illegible]
SCOPE OF WORK				BID ANALYSIS			
BASE BID Sanitary stub in Water stub in				17,500			
TOTALS			0	17,500	0	0	0
LOWEST QUALIFIED BID			17,500				

15700 HVAC	NOTES & QTY	UNIT COST	HCG ESTIMATE				
SCOPE OF WORK				BID ANALYSIS			
BASE BID 2) RTUs as shown: 1- 6 ton and 1-8.5 ton Standard thermostatic control. (3) Small Exhaust fans. (1) Rooftop Exhaust fan. (2) Dade County Approved roof jacks. Fiberglas supply & return air drops downs only (assumed 5' ea). Startup and verification of operation. Hoisting. Test & balance.				130,000			
TOTALS			0				
LOWEST QUALIFIED BID			130,000				

16000 ELECTRICAL	NOTES & QTY	UNIT COST	HCG ESTIMATE	Mr Electric	Sunshine State	Seagrass	
SCOPE OF WORK				BID ANALYSIS			
BASE BID Electrical	3,350 SF	20.00	67,000				
TOTALS			67,000	0	0	0	0
LOWEST QUALIFIED BID			67,000				

00C-000 PROJECT DEVELOPMENT	NOTES & QTY	UNIT COST	HCG ESTIMATE	
SCOPE OF WORK				
Reimbursables	1.00 LS	0.00	0	
Staff (Includes Burden)	1.00 LS	0.00	0	
TOTAL			0	HCG ESTIMATE

00C-010 DESIGN CONSTRUCTION ADMINISTRATION	NOTES & QTY	UNIT COST	HCG ESTIMATE	
SCOPE OF WORK				
ARCHITECT CONSTRUCTION ADMINISTRATION			124,000	
CIVIL CONSTRUCTION ADMINISTRATION				
M/E/P CONSTRUCTION ADMINISTRATION				
STRUCTURAL CONSTRUCTION ADMINISTRATION				

Estimate Summary

USPS - Boynton Beach
Boyton Beach

BLDG. 3,500 SF
SITE 0 00 ACRES
CAPTAIN Chris Hauser

PHASE	WORK PACKAGE	LABOR	MAT'L	SUB	TOTAL	$/SF	%
01-300	GENERAL REQUIREMENTS	78,000	26,050	5,400	109,450	$ 31 27	6 97%
01-400	GENERAL REQUIREMENTS	-			-	$ -	0 00%
02200	SITE PREPARATION	-		12,000	12,000	$ 3 43	0 76%
02300	EARTHWORK	-		24,325	24,325	$ 6.95	1 55%
02500	UNDERGROUND UTILITIES	-		59,900	59,900	$ 17.11	3 81%
02700	PAVING, CURBS & WALKS	-		112,155	112,155	$ 32.04	7.14%
02900	LANDSCAPING & IRRIGATION	-		50,000	50,000	$ 14.29	3 18%
03000	CONCRETE SHELL	-	-	158,625	158,625	$ 45.32	10 10%
04000	MASONRY	-	-	51,000	51,000	$ 14.57	3 25%
05100	STRUCTURAL STEEL	-	-	82,000	82,000	$ 23.43	5.22%
06100	ROUGH CARPENTRY	-	-	2,500	2,500	$ 0.71	0 16%
06200	FINISH CARPENTRY	-	-	-	-	$ -	0 00%
07100	CAULKING & WATERPROOFING	-	-	2,500	2,500	$ 0.71	0.16%
07300	ROOFING	-	-	46,500	46,500	$ 13.29	2.96%
08100	DOORS, FRAMES & HARDWARE	-	-	5,000	5,000	$ 1.43	0.32%
08400	ALUMINUM, GLASS & GLAZING	-	-	76,000	76,000	$ 21.71	4 84%
09200	STUCCO	-	-	119,250	119,250	$ 34.07	7.59%
09910	PAINTING	-		10,000	10,000	$ 2.86	0.64%
11000	EQUIPMENT	-	-	1,000	1,000	$ 0 29	0.06%
12000	FURNISHINGS	-	-	-	-	$ -	0.00%
15400	PLUMBING	-	-	17,500	17,500	$ 5 00	1.11%
15700	HVAC	-	-	130,000	130,000	$ 37.14	8.28%
16000	ELECTRICAL	-	-	67,000	67,000	$ 19.14	4.27%
OC-000	PROJECT DEVELOPMENT	-		-	-	$ -	0.00%
OC-200	DESIGN CONSTRUCTION ADMINISTRATION	-	-	124,000	124,000	$ 35.43	7 90%
OC030	LABOR BURDEN	31,200	-	-	31,200	$8.91	1.99%
	SUB TOTALS #1	109,200	26,050	1,156,655	$ 1,291,905	$ 369.12	82.26%
ZZ-999	OVERHEAD			5.00%	63,345	$ 18.10	4.03%
ZZ-999	PROFIT			5 00%	63,345	$ 18.10	4 03%
	SUB TOTALS #2				$ 1,418,596	$ 405 31	90 33%
OC-050	OWNER CONTINGENCY			5.00%	-	$ -	0 00%
OC-050	HCG CONTINGENCY			10.00%	141,860	$ 40 53	9 03%
OC-060	CONCURRENCY & IMPACT FEES				BY OWNER	$ -	0 00%
OC-060	PERMITTING & C O. FEE ALLOWANCE				BY OWNER	$ -	0 00%
OC-070	THRESHOLD & SPECIAL INSPECTIONS				BY OWNER	$ -	0.00%
OC-080	PERFORMANCE & PAYMENT BOND				NOT REQUIRED	$	0 00%
OC-080	SUBCONTRACTOR BONDS				NOT REQUIRED	$ -	0 00%
OC-090	BUILDERS RISK PREMIUMS & DEDUCTIBLES				BY OWNER	$ -	0 00%
OC-090	GENERAL LIABILITY INSURANCE			1.25%	10,000	$ 2.86	0.64%
	TOTAL ESTIMATED CONSTRUCTION COST				$ 1,570,456	$ 448 70	100 00%

NOTES.

Utterback, Theresa

From: Hancock, Richard A - Greensboro, NC <Richard.A.Hancock2@usps.gov>
Sent: Wednesday, July 31, 2024 3:14 PM
To: Tack, Timothy; Utterback, Theresa
Cc: Todd Conley
Subject: Re: Boynton Beach, FL Downtown USPS Retail New Space Project Proposal
Attachments: Proforma Word pdf 2.0 .pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

This Message Is From an External Sender
This message came from outside your organization.

Mr. Tack,

Good afternoon, I hope this email finds you well. Per our discussion and my presentations to the board over the course of this project proposal the Postal Service is excited to move forward as soon as possible. We have completed at postal expense a separate appraisal for the land. It came in at $920,000. The Postal Service has countered Maple Tree Investments proposal to develop and lease the new postal facility at that approximate cost with a deduction of $100,000 in the purchase price from CRA to the Developer. That deduction will assist in making the project more cost effective for the organization as we work to improve our long-term plans for the future. The Postal Service is requesting the Boards consideration for the revised purchase price because the investment in the new Postal facility will benefit the community that is served by both the CRA and the Postal Service. The Postal Service has anticipated an investment in the building of approximately $1 million dollars in initial construction costs to complete the building for postal operations. All applicable taxes will be paid by the Postal Service during the term of the lease thru the Landlord. There will also be an expansion of the Boynton Beach Main Post Office that will be at a cost of approximately $4.5 million dollars to facilitate the relocation of the postal carrier operations from the current location. The initial term of the lease for the new retail facility is 15 years with renewal options so we are committed to the project and the downtown area. This is an excellent new location to provide retail postal services to the community and to be part of the redevelopment of the downtown community. Please contact me with any questions or if you need additional information.

Thank you for your time and consideration.

Rick

Richard Hancock
Real Estate Specialist
USPS Facilities
PO Box 27497
Greensboro, NC 27498-1103
919-420-5284
336-324-7891 (Cell)
Richard.a.hancock2@usps.gov

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

12. Pulled Consent Agenda Items

There were none.

13. CRA Advisory Board

A. Pending Assignments - New Assignments from the CRA Board Assigned at the February 13, 2024 CRA Monthly Board Meeting

B. Reports on Pending Assignments

Mr. Tack mentioned that the CRA Advisory Board met on August 1 and reviewed the Cultural District. He stated that the Board will review the Industrial District at their September Meeting.

14. Old Business

A. Update on Negotiations with Maple Tree Investments in Response to the Second RFP/RFQ for the USPS Project on the CRA-owned Property located at 401-411 E. Boynton Beach Boulevard

Mr. Tack stated that this is earmarked as a new retail operation for the United States Postal Service (USPS), which is currently located at the CRA owned property, 217 N. Seacrest Boulevard. He explained that on July 19, 2024, CRA staff received a letter from MTI offering a purchase price of the properties in the amount of $817,000, which wasa $100,000 reduction in price from the original purchase offer of $917,000. He stated that USPS also provided a request for a revised purchase price of $817,000, andMTI also verbally requested that part of the terms of the Purchase and Development Agreement would be to close on the properties once MTI had a fully executed lease from USPS and the building permit was issued.

Chair Penserga asked if there are any comments from the Board, there was none.

Richard Hancock expressed his gratitude.

Mr. Tack asked for direction from the Board and said that they will come back with a draft Purchase and Development Agreement within the next two meetings.

B. Presentation on Extension of the Boynton Harbor Marina Fuel Dock Hours and the Costs Associated with Management of the Extended Time - REVISED 08/13/2024

Brian Smith spoke about keeping up the marina findings for 6 months and stated that he is there for any questions. He said that the morning hours were not as good as the afternoon.

Board Member Turkin thanked Mr. Smith and said that he was sad to see that the morning was not great, but there was room for improvement. He asked who was purchasing the fuel after hours. He mentioned that he keeps receiving text messages that the location was not open early enough.

KEY TERM AND CONDITION SHEET

MAPLE TREE INVESTMENTS, LLC PURCHASE AND DEVELOPMENT AGREEMENT

I, Terms & Conditions

Effective Date: Date of signed agreement.

Purchase Price: $817,000.

Deposit, Primary: $10,000, within five business days of contract, refundable prior to expiration of the Feasibility Period.

Deposit, Secondary: $5,000, due end of Inspection Period, non-refundable unless specified exception; deposit amounts will serve as a creditor toward purchase price.

Deposit Returnable: Seller's default, failure of Seller to satisfy conditions precedent, failure of Purchaser to secure USPS lease.

Closing Req.: 1) An executed lease between Purchaser and USPS, 2) building permit, and 3) marketable title.

Closing Date: 90 days after building permit obtained.

Title Conveyance: Via Special Warranty Deed with Title Commitment fee simple, free and clear other than Permitted Exceptions.

Feasibility Period: 90 days, right to inquire and make investigation of the property.

Build Permit: **Application for building permit within 1 year of site plan approval.** Seller cooperation required during permit process. Purchaser responsible for costs of permits as well as design and construction documents.

Taxes: Prorated.

Closing Costs: Seller to pay documentary stamps, recording, and costs associated with curing titles, Purchaser to pay he rest. Each party bears own attorney fees and costs.

Project Design: General conformance with Exhibit B, changes provided to Seller for review before the city.

Zoning: Purchaser to undertake efforts to rezone as necessary

Development Time:

- **Proof of Financing:** No later than 30 days prior to close.
- **Site Plan Approval:** Within 1 year of the Effective Date.
- **Construction Docs:** Submitted to City within 1 year from site plan approval.
- **Occupancy:** Certificate, temporary or permanent, within 12 months of permitting.

Groundbreaking: Ceremony to take place within 60 days of permit issuance, subject to USPS rules.

Right of Refusal: Granted to Seller for 5 years from date of occupancy.

Refund of Profits: Should the property sell for more than $3 million, within 7 years of the Effective Date, the Purchaser shall repair $917,000 to Seller.

Reconveyance: If Purchaser defaults after closing, then the property reconveys for the purchase price at the Seller's option.

-end-

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 MAPLE TREE INVESTMENTS, LLC, or its affiliated assignee (hereinafter "PURCHASER", and together with the SELLER, the "Parties").

In consideration of TEN DOLLARS AND 00/100 DOLLARS ($10.00) and the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged the Parties hereto agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions hereinafter set forth, the real property legally described in Exhibit "A" attached hereto (hereinafter the "Property"). The Parties intend that the purchase and sale and ensuing redevelopment of the Property will be effected in order to reduce slum and blight and to enable the construction of an approximately 3,490 sq. ft. United States Postal Service (USPS) Boynton Beach Beach Downtown Station (the "Project").

2. PURCHASE PRICE AND PAYMENT. The Purchase Price for the Property shall be EIGHT HUNDRED AND SEVENTEEN THOUSAND DOLLARS AND 00/100 DOLLARS ($817,000.00) to be paid in full at Closing. SELLER has complied with Section 163.380, Florida Statutes, in proceeding with the sale of the Property to PURCHASER.

3. DEPOSITS. An Initial Deposit in the amount of TEN THOUSAND AND 00/100 DOLLARS ($10,000.00) shall be deposited with Lewis, Longman & Walker, P.A. (hereinafter "Escrow Agent") within five (5) business days following execution hereof by the Parties. The Initial Deposit shall be fully refundable to PURCHASER, if prior to the expiration of the Feasibility Period (as hereinafter defined), the PURCHASER advises SELLER in writing that it does not intend to complete the purchase of the Property.

3.1 Second Deposit. An additional deposit in the amount of FIVE THOUSAND AND 00/100 DOLLARS ($5,000.00) which together with the Initial Deposit shall be referred to as the "Deposit" shall be deposited with the Escrow Agent, at the end of the Inspection Period. The Deposit shall be non-refundable to PURCHASER, except upon (i) failure by SELLER to satisfy any conditions precedent to closing; (ii) upon default by SELLER hereunder; or (iii) notwithstanding any other section of this Agreement, failure of PURCHASER to obtain a fully executed Lease Agreement from USPS (as more fully described in Section 5.a). All interest accruing on the Deposit, if any, shall be credited to the Party entitled to retain the Deposit in the event of the cancellation or termination hereof. At closing, the Purchase Price shall be payable in cash, less the Deposit, and subject to prorations and adjustments set forth herein.

PURCHASER's Initials: _____
SELLER's Initials: _____

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 PURCHASER'S obligation to close on the purchase of the Property is contingent on the following:

a) PURCHASER obtaining a fully executed Lease Agreement from USPS for the United States Postal Service Boynton Beach Beach Downtown Station located at 401-411 E. Boynton Beach Boulevard, Boynton Beach, FL 33435, such Lease Agreement to be for a minimum of fifteen (15) years with at least one five-year option to renew; and

b) PURCHASER obtaining a building permit for the United States Postal Service Boynton Beach Beach Downtown Station located at 401-411 E. Boynton Beach Boulevard, Boynton Beach, FL 33435; and

c) Seller delivering marketable title to the Property subject only to those title exceptions acceptable to the PURCHASER, all as more specifically set forth herein.

6. CLOSING DATE. The Closing shall take no later than 90 days after PURCHASER obtains the building permit described in Section 5.b., at such location to which the parties may mutually agree in writing.

7. TITLE TO BE CONVEYED. At Closing, SELLER shall convey to PURCHASER, by Special Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 8.3), to which PURCHASER fails to object, or which PURCHASER agrees to accept.

8. INVESTIGATION OF THE PROPERTY. For a period commencing on the Effective Date until ninety (90) days thereafter ("Feasibility Period"), PURCHASER and PURCHASER'S agents, employees, designees, Contractors, surveyors, engineers, architects, attorneys and other consultants (collectively, "Agents"), shall have the right, at PURCHASER'S expense, to make inquiries of, and meet with members of Governmental Authorities regarding the Property and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests, inspections, and investigations of the Property, including but not limited to Phase I and Phase II environmental investigations, which PURCHASER may deem necessary. During the Feasibility Period, PURCHASER may elect, in PURCHASER'S sole and absolute discretion, to

terminate this Agreement. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER shall: (i) leave the Property in substantially the condition existing on the Effective Date; (ii) shall repair and restore any damage caused to the Property by PURCHASER'S testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER'S testing and investigation. PURCHASER hereby agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, reasonable attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property arising out of PURCHASER'S investigation of the Property. PURCHASER'S obligations under this Section shall survive the termination, expiration or Closing of this Agreement.

8.1 Seller's Documents. SELLER shall deliver to PURCHASER the following documents and instruments within five (5) days of the Effective Date of this Agreement: any existing title policies, appraisals, copies of any reports or studies (including environmental, engineering, surveys, soil borings and other physical reports) in SELLER'S possession or control with respect to the physical condition of the Property, copies of all permits, authorizations and approvals issued by Governmental Authorities for the Property and any correspondence which discloses claims, allegations or adverse information regarding the Property or SELLER with respect to the Property.

8.2 Title Review. Within thirty (30) days of the Effective Date, SELLER's counsel, as closing agent for the transaction contemplated herein (the "Closing Agent") shall obtain, at the SELLER'S expense, from a Title Company chosen by SELLER (hereinafter "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. PURCHASER shall examine the Title Commitment and deliver written notice to SELLER no later than twenty (20) days after receipt of the Title Commitment notifying SELLER of any objections PURCHASER has to the condition of title (hereinafter "PURCHASER'S Title Objections"). If PURCHASER fails to deliver PURCHASER'S Title Objections to SELLER within the aforesaid review period, title shall be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the PURCHASER'S Title Objections, then SELLER shall have thirty (30) days to cure and remove the PURCHASER'S Title Objections (hereinafter "Cure Period"). In the event that SELLER is unable or unwilling to cure and remove, or cause to be cured and removed, the PURCHASER'S Title Objections within the Cure Period to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER'S sole and absolute discretion, shall have the option of (i) extending the Cure Period and the Closing for one additional thirty (30) day period at no cost to PURCHASER, or (ii) accepting the Title to the Property as of the time of Closing or (iii) canceling and terminating this Agreement, in which case, any Deposits shall be returned to PURCHASER and the Parties shall have no further obligations or liability hereunder, except for those expressly provided herein to survive termination of this Agreement.

PURCHASER's Initials: _____
SELLER's Initials: _____

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.

8.3 Survey Review. PURCHASER, at PURCHASER'S expense, may obtain a current boundary survey (the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable governmental regulations, the same shall constitute a title defect and shall be governed by the provisions of Section 8.2 concerning title objections.

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

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

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

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

9.4 Construction Permit Approval. The SELLER will cooperate with the PURCHASER with regard to signing and processing any applications and forms required by the City or other authorities having jurisdiction over the PROPERTY to obtain building permit approval and such other design and construction documents as may be reasonably required by PURCHASER to permit the Project to be constructed and operated. The PURCHASER will be responsible for all costs associated with the formulation of the Project's design and construction documents as well any and all applicable permit fees associated with the Project.

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

PURCHASER's Initials: _____
SELLER's Initials: _____

PURCHASER the following documents and instruments:

10.1 Deed and Authorizing Resolutions. SELLER shall furnish a Special Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions, together with such resolutions or other applicable authorizing documents evidencing approval of the transaction by the SELLER's governing body as the Closing Agent and the title Company may require.

10.2 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, that the SELLER will not record or enter into documents affecting the Property after the last effective date on the Title Commitment, and that there are no parties in possession of the Property other than SELLER. SELLER shall also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same shall be deemed an uncured Title Objection.

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

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

10.5 Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

11. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

11.1 Prorations. Taxes for the Property shall be prorated through the day before Closing. Cash at Closing shall be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes shall be prorated based upon the current year's tax with due allowance made for maximum allowable discount. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill which discloses an actual difference in the amount of the taxes estimated at Closing that exceeds $1,000.

11.2 Closing Costs. SELLER shall pay for documentary stamps on the deed,

recording the deed and any cost associated with curing title. PURCHASER shall pay all other closing expenses. Each party shall be responsible for their respective attorneys' fees.

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

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

12. REPRESENTATIONS, COVENANTS AND WARRANTIES. SELLER hereby represents, covenants and warrants to PURCHASER, as of the Effective Date and as of the Closing Date, as follows:

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

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

12.3 Litigation. There are no actions, suits, proceedings or investigations pending or threatened against Seller or the Property affecting any portion of the Property, including but not limited to condemnation actions.

12.4 Parties in Possession. There are no parties other than SELLER in possession or with a right to possession of any portion of the Property.

12.4 Acts Affecting Property. From and after the Effective Date, SELLER will refrain from (a) performing any grading, excavation, construction, or making any other change or improvement upon or about the Property; (b) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Property other than the Permitted Exceptions (including the mortgages, liens, pledges, and other encumbrances existing on the Effective Date) and (c) committing any waste or nuisance upon the Property.

PURCHASER's Initials: _____
SELLER's Initials: _____

13. DEFAULT. Failure of either Party to strictly comply with any of the provisions set forth in this Agreement shall constitute a default and breach of this Agreement. If either Party fails to cure the default within (30) days of written notice from the other of its default, then this Agreement may be terminated pursuant to Section 21.15below.

13.1 PURCHASER'S Default.

13.1.1 Prior to Closing. In the event that this transaction fails to close due to a wrongful refusal to close or default (including failure to strictly comply with the Development Timeline as set forth in Section 20) on the part of PURCHASER, or PURCHASER otherwise fails to comply with this Agreement prior to Closing, SELLER shall be entitled to retain the Deposit, and neither PURCHASER nor SELLER shall have any further obligation or liabilities under this Agreement, except for those expressly provided to survive the termination of this Agreement; provided, however, that PURCHASER shall also be responsible for the removal of any liens asserted against the Property by persons claiming by, through or under PURCHASER.

13.1.2 Subsequent to Closing. In the event that subsequent to Closing PURCHASER fails to complete the Project as described above in Section 1, fails to achieve one or more of the Project Elements (as defined below), fails to strictly comply with the Development Timeline set forth in Section 20, and/or otherwise fails to comply with this Agreement, it shall constitute an act of default, and at SELLER's option PURCHASER shall be required to reconvey the Property to the SELLER for the Purchase Price, this Agreement shall be terminated, and SELLER shall be released from any and all obligations under this Agreement.

13.2 SELLER'S Default. In the event that SELLER fails to fully and timely to perform any of its obligations and covenants hereunder or if SELLER is in breach of any representations herein, PURCHASER may, at its option declare SELLER in default under this Agreement in which event PURCHASER may terminate this Agreement, receive back its Deposit and neither party shall have any further rights hereunder.

13.3 Notice of Default. Prior to declaring a default and exercising the remedies described herein, the non-defaulting Party shall issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party shall have thirty (30) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period shall only be three (3) business days from the delivery of notice. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

13.4 Additional Default. The provisions of this Section 13 shall be considered in addition to any other provisions concerning default contained in this Agreement.

PURCHASER's Initials: _____
SELLER's Initials: _____

13.5 Survival. The provisions of this Section 13 shall survive the termination of this Agreement.

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

If to Seller: Timothy Tack, Acting Executive Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435

With a copy to: Kenneth Dodge, Esquire
Lewis, Longman & Walker, P.A.
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, Florida 33401

If to Purchaser: Todd Conley
Maple Tree Investments, LLC
2047 Grab Road
Greensburg, Kentucky 42743

15. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are hereby made binding on, and shall inure to the benefit of, the successors and permitted assigns of the Parties hereto. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER, which shall not be unreasonably withheld. It is understood, however, that SELLER may assign its interest to the City of Boynton Beach without the prior written consent of PURCHASER. This Agreement may be freely assigned by PURCHASER to a wholly owned or controlled assignee of PURCHASER, and thereafter PURCHASER'S assignee shall be obligated to close the transaction contemplated herein as if such assignee were the original party to this Agreement. Any assignment by PURCHASER to an unrelated party shall be subject to the written approval of SELLER, which shall not be unreasonably withheld.

16. RISK OF LOSS. In the event the condition of the Property, or any part thereof, is materially altered by an act of God or other natural force beyond the control of SELLER, PURCHASER may elect, as its sole option, to terminate this Agreement and receive a refund of the Deposit and the parties shall have no further obligations under this agreement, or PURCHASER may accept the Property without any reduction in the value of the Property. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, SELLER shall promptly notify PURCHASER and PURCHASER shall thereafter have the right and option to

PURCHASER's Initials: _____
SELLER's Initials: _____

terminate this Agreement by giving SELLER written notice of PURCHASER's election to terminate within fifteen (15) days after receipt by PURCHASER of the notice from SELLER. SELLER hereby agrees to furnish PURCHASER with written notice of a proposed condemnation within two (2) business days after SELLER's receipt of such notification. Should PURCHASER terminate this Agreement, the Deposit shall immediately be returned to PURCHASER and thereafter the Parties shall be released from their respective obligations and liabilities hereunder. Should PURCHASER elect not to terminate, the parties hereto shall proceed to Closing and SELLER shall assign all of its right, title and interest in all awards in connection with such taking to PURCHASER.

17. BROKER FEES. The Parties hereby confirm that neither of them has dealt with any broker in connection with the transaction contemplated by this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by either Party or on its behalf with any broker or finder in connection with this Agreement. However, regardless of the nature of the claim, SELLER'S indemnification obligations shall not exceed the statutory limits provided within Section 768.28, Florida Statutes, and SELLER does not otherwise waive its sovereign immunity rights. The provisions of this Section shall survive Closing or termination of this Agreement.

18. ENVIRONMENTAL CONDITIONS**.** To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances, regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations. Notwithstanding the foregoing, PURCHASER is aware of the presence of groundwater monitoring wells on the Project property and that monitoring of such wells remains ongoing. SELLER shall report any findings of non-compliance arising from such monitoring to PURCHASER within three (3) business days of receiving notice of such findings.

19. 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 3,490 sq. ft. (approximately) United States Postal Service Boynton Beach Beach Downtown Station located at 401-411 E. Boynton Beach Boulevard, Boynton Beach, FL 33435.

19.1 [INTENTIONALLY DELETED]

19.2 PROJECT DESIGN. PURCHASER shall construct the Project in general conformance with the design depicted in Exhibit B. SELLER has the right to approve any substantial changes to the design depicted in Exhibit B, which approval shall not be unreasonably withheld. PURCHASER shall submit plans to the SELLER for review prior to submission to the City for approval. SELLER shall provide comments or approval of the design to PURCHASER at its next regularly scheduled Board meeting after PURCHASER submits plans for approval.

19.3 Zoning. PURCHASER agrees to undertake all efforts to rezone the property as may be necessary to complete the Project as depicted in Exhibit B.

20. DEVELOPMENT TIMELINE. The following constitute the Development Timeline and the following events must be documented in writing and provided to the SELLER upon completion of each action (collectively the "Project Elements").

a) PURCHASER represents it has obtained financing in an amount sufficient to develop the Project. PURCHASER shall provide SELLER proof of such financing for the Project no later than 30 days prior to closing.

b) Achievement of site plan approval from the City by within one year of the Effective Date.

c) Submission of construction documents to the City for a building permit within one year of receiving site plan approval from the City. Proof of permit application fees paid will be provided to the SELLER upon submission to the City. Upon City issuance of the building permit a copy will be provided to SELLER.

d) To the extent permissible under the United States Postal Services rules and regulations, a groundbreaking ceremony and commencement of construction shall occur within 60 days following the issuance of a building permit. SELLER will be in attendance at the ceremony and participate in its planning.

e) Temporary or permanent certificate of occupancy to be provided within twelve (12) months following building permit issuance.

21.1 Time is of the Essence. SELLER agrees to work reasonably with PURCHASER in working within the timeframes set forth above, but PURCHASER and SELLER agree that time is of the essence in this Agreement.

21. RIGHT OF FIRST REFUSAL AND REFUNDING.

a. Right of First Refusal. PURCHASER hereby grants SELLER a Right of First Refusal for repurchase of the Property which shall be in full force and effect for a period of five (5) years from the date PURCHASER obtains its Certificate of Occupancy. The terms and conditions of this right shall be set forth within the Special Warranty Deed as follows:

1. Should PURCHASER receive a written offer to purchase the Property 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") pursuant to the Notice requirements of Section 14 above within two (2) business days of receipt. Within ten (10) days of receipt of

PURCHASER's Initials: _____
SELLER's Initials: _____

the Notice, 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 on the same terms as set forth in the Notice including the delivery of a deposit (if applicable), and upon receipt by the PURCHASER of the foregoing from the SELLER, PURCHASER and SELLER shall enter into a Purchase and Sale Agreement upon substantially the same terms and conditions as the Notice. 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. The terms and conditions of this Section shall survive Closing.

b. Refunding. Should the PURCHASER sell the Property for a profit above three million dollars ($3,000,000) within seven (7) years of the Effective Date, PURCHASER shall repay to SELLER $917,000 dollars, which is equal to the appraised value of the Property as indicated in the June 23, 2020 appraisal, which is attached hereto as Exhibit C. However, PURCHASER shall not be obligated to repay such amount so long as the lease described in Section 5.a. runs with the land and remains in effect following the sale such that the United States Postal Service remains a tenant in the Project for least 15 years.

22. MISCELLANEOUS.

21.1 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.

21.2 Computation of Time. Any reference herein to time periods which are not

PURCHASER's Initials: _____
SELLER's Initials: _____

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.

21.3 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.

21.4 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.

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

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

21.7 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.

21.8 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.

21.9 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.

21.10 No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County, Florida without the prior approval of both parties.

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

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

21.13 Payment and Performance Bond. Prior to the construction commencement date, the PURCHASER shall obtain, for the benefit of and directed to the SELLER, a Payment and Performance Bond covering the faithful performance by the PURCHASER of its obligations under the contract documents, including but not limited to the construction of the project on the project site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and material men. These Bonds shall remain in effect at least until one year after the termination of this Agreement. The surety selected by the PURCHASER to provide the Payment and Performance Bond shall be approved by the SELLER prior to the issuance of such bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. If SELLER approves changes to the Project that results in an increase in the cost of the Project, SELLER reserves the right to require the PURCHASER to secure and deliver additive riders to the Payment and Performance Bond.

If the surety on any Bond furnished by PURCHASER is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements above, Purchaser shall within five days thereafter substitute another Bond and Surety. Purchaser's failure to furnish a substitute surety shall constitute a material breach of the Agreement and shall give the CRA the immediate right to terminate the Agreement.

21.14 Termination. The obligations of PURCHASER and SELLER shall terminate upon the earlier of (i) the Completion of the Project and all required Project Elements, or (ii) an event of default as defined herein, subject to the requirements of Section 13.

21.15 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:

PURCHASER's Initials: _____
SELLER's Initials: _____

a. Keep and maintain public records that ordinarily and necessarily would be required by the SELLER in connection with this Agreement;

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 and providing 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.

SELLER shall, upon request, provide guidance to PURCHASER as to the public records keeping and reporting duties that are imposed upon PURCHASER as provided above and shall take all steps reasonably required to assist PURCHASER in not violating them. The failure of PURCHASER to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement. If PURCHASER fails to cure the default within seven (7) days' notice from the SELLER the SELLER may terminate the Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGES

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

PURCHASER:	**SELLER:**
	BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
_____	_____
Printed Name: _____	Printed Name: Ty Penserga
Title: _____	Title: Chair
Date: _____	Date: _____
WITNESS:	WITNESS:
_____	_____
Printed Name: _____	Printed Name: _____

Approved as to form and legal sufficiency:_____
CRA Attorney

EXHIBIT "A"

Lots 4, 5 and 6, ARDEN PARK, according to the Plat thereof, as recorded in Plat Book 2, Page 96; LESS AND EXCEPT that portion conveyed to the State of Florida for road right of way in Official Record Book 1328, Page 369, all of the Public Records of Palm Beach County, Florida.

Property Address: 401 East Boynton Beach Blvd.
Boynton Beach, Florida 33435
PCN: 08-43-45-21-18-000-0060

Property Address: 407 East Boynton Beach Blvd.
Boynton Beach, Florida 33435
PCN: 08-43-45-21-18-000-0052

Property Address: 411 East Boynton Beach Blvd.
Boynton Beach, Florida 33435
PCN: 08-43-45-21-18-000-0040

PURCHASER's Initials: _____
SELLER's Initials: _____

JOSE E. BLANCO - ARCHITECT
2672 SW 14th COURT
DEERFIELD BEACH, FLORIDA 33442
(305) 325-1813
email: blancoarchitect@bellsouth.net

PROPOSED
BOYNTON BEACH FINANCE
401-411 BOYNTON BEACH BLVD.
BOYNTON BEACH, FL.
33435-9998

A-1 OF X

PARKING REQUIREMENTS			EXISTING PERCENTAGE
	REQUIRED	PROVIDED	
CUSTOMER	17	17	0
CUSTOMER H.C.	1	1	0
EMPLOYEE	8	3	-5
EMPLOYEE H.C.	1	1	0
POSTAL	0	0	0
POSTAL (STOP)	0	0	0
TOTAL	27	23	-5

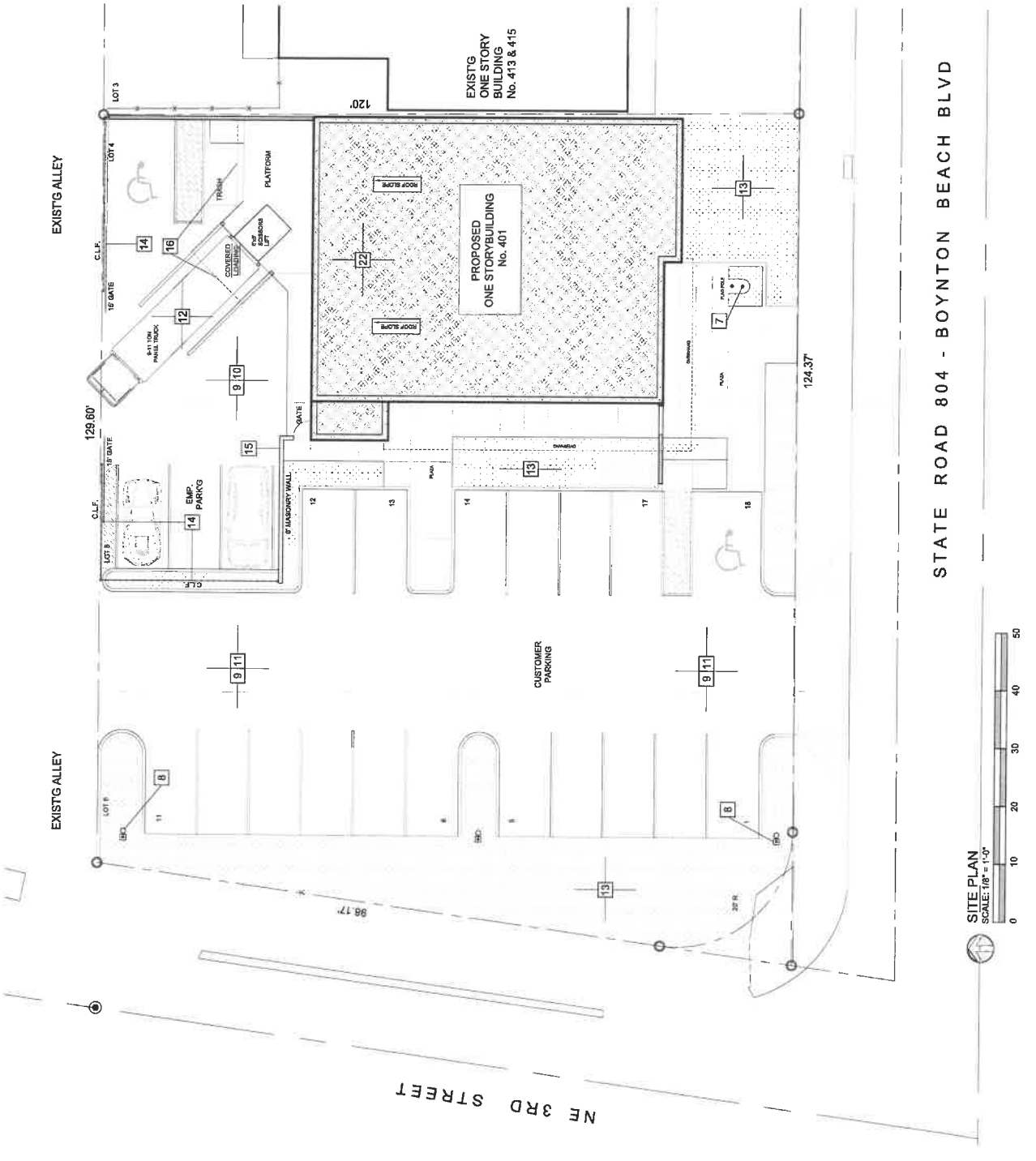
BUILDING AREAS			
	EXISTS	REQUIRED	PROPOSED
GROSS SF		3,474	3,490
NET SF		2,944	2,960
PLATFORM		276	343
SERVICE LOBBY		1,348	1,468
PO BOX LOBBY		866	878
DELIVERY		0	0
MAIL PROCESSING		116	116
SUPPORT		466	451
OTHER		27	120

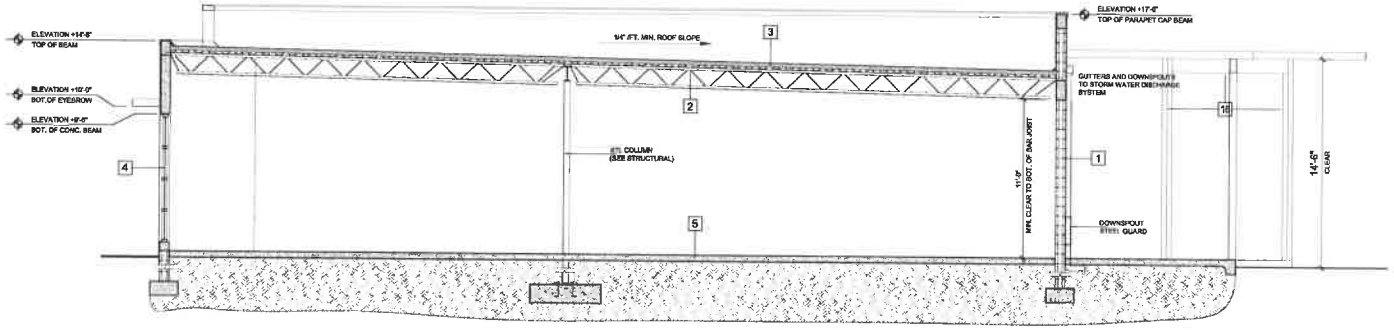
RETAIL REQUIREMENTS			
	EXISTS	REQUIRED	PROVIDED
COUNTERS		3	3
BOX SECTIONS		10	15
PARCEL LOCKERS		8	6

PLATFORM REQUIREMENTS			
	EXISTS	REQUIRED	PROPOSED
20'		1	1
47'		0	0

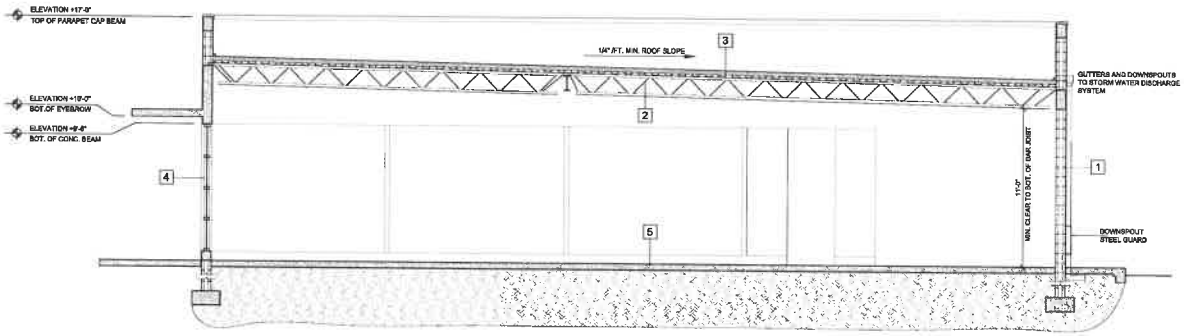
* BY MEANS OF A SCISSORS LIFT

BUILDING NOTES
LANDLORD IS RESPONSIBLE FOR ALL SITE WORK AND SAME BUILDING SHELL INCLUDING ALL THE FOLLOWING ITEMS:
1 REINFORCED MASONRY CONSTRUCTION.
2 METAL DECK OVER IRTEEL BAR JOISTS ROOF STRUCTURE.
3 BUILT-UP FLAT ROOF OR TPO SINGLE PLY MEMBRANE ROOFING OVER RIGID INSULATION
4 IMPACT RATED STOREFRONT SYSTEM W/ ALUMINUM AND TINTED GLASS
5 EXPOSED - SEALED 5" THK. CONCRETE FLOOR SLAB
6 SMOOTH STUCCO EXTERIOR WALL FINISH
7 25 FOOT FLAGPOLE W/ UPLIGHT FIXTURE
8 SITE LIGHTING TO MEET LOCAL CODES
9 ASPHALT PAVING & REQUIRED STORM DRAINAGE
10 MARKINGS EMPLOYEE PARKING INCLUDING (1) EMPLOYEE HANDICAPPED PARKING
11 MARKING CUSTOMER PARKING INCLUDING (1) EMPLOYEE HANDICAPPED PARKING
12 ADEQUATE PROVISIONS FOR A 9-11 TON TRUCK.
13 LANDSCAPE AREAS & IRRIGATION TO SATISFY LOCAL CODES.
14 6' HIGH VINYL COATED CHAIN LINK FENCING W/ 16' WIDE GATE
15 8' HIGH MASONRY WALL.
16 CANOPY OVER PLATFORM AREA.
17 HVAC RTU SYSTEM TO SATISFY BUILDING LOAD REQUIREMENTS - 20 TONS MAXIMUM
18 MINIMUM POWER SERVICE 200 AMP 3 PHASE OR 240/120 V 1 PHASE INTO BUILDING TO SATISFY POSTAL OPERATIONS
19 PROVISIONS FOR DRY-IN & IT BROUGHT INTO BUILDING
20 PROVISION SANITARY WASTE & POTABLE WATER SERVICE - 2" DIAMETER MINIMUM
21 DMT, B-LAB AT SANITARY STUB UP AREA TO ALLOW FUTURE SANITARY DISTRIBUTION.
22 PROVIDE ROOF ACCESS AS REQUIRED BY CODE.





CROSS SECTION "A-A"
SCALE: 1/4" = 1'-0"

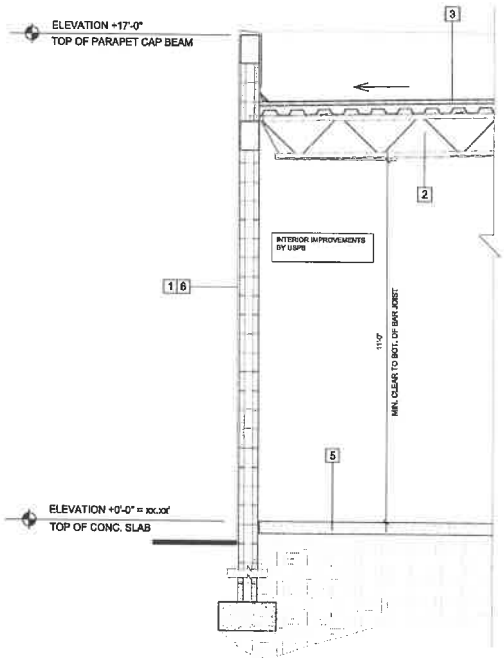


CROSS SECTION "B-B"
SCALE: 1/4" = 1'-0"

BUILDING NOTES

LANDLORD IS RESPONSIBLE FOR ALL SITE WORK AND BASE BUILDING SHELL INCLUDING ALL THE FOLLOWING ITEMS:

1. REINFORCED MASONRY CONSTRUCTION.
2. METAL DECK OVER STEEL BAR JOISTS ROOF STRUCTURE.
3. BUILT UP FLAT ROOF OR TPO SINGLE PLY W/ GUTTERS AND DOWNSPOUTS AS NEEDED
4. IMPACT RATED STOREFRONT SYSTEM W/ ALUMINUM AND TINTED GLASS
5. EXPOSED - SEALED 6" THK. CONCRETE FLOOR SLAB
6. SMOOTH STUCCO EXTERIOR WALL FINISH W/ 1" REVEAL JOINTS
7. 25 FOOT FLAGPOLE W/ UP-LIGHT FIXTURE
8. SITE LIGHTING TO MEET LOCAL CODES
9. ASPHALT PAVING & REQUIRED STORM DRAINAGE
10. MAXIMIZE EMPLOYEE PARKING INCLUDING (1) EMPLOYEE HANDICAPPED PARKING
11. MAXIMIZE CUSTOMER PARKING INCLUDING (1) EMPLOYEE HANDICAPPED PARKING
12. ADEQUATE PROVISIONS FOR A 5-11 TON TRUCK
13. LANDSCAPE AREAS & IRRIGATION TO SATISFY LOCAL CODES.
14. 6' HIGH VINYL COATED CHAIN LINK FENCING W/ 2-15' SLIDING GATES
15. 8' HIGH MASONRY WALL
16. CANOPY OVER PLATFORM AREA
17. HVAC RTU SYSTEM TO SATISFY BUILDING LOAD REQUIREMENTS - (2) UNITS MINIMUM
18. MINIMUM POWER OF 200 AMPS @ 3 PHASE OR 250AMPS @ 1 PHASE INTO BUILDING TO SATISFY POSTAL OPERATIONS
19. PROVISIONS FOR DATA & IT BROUGHT INTO BUILDING.
20. PROVISIONS SANITARY WASTE & POTABLE WATER SUPPLY BROUGHT INTO BUILDING
21. OMIT SLAB AT SANITARY STUB UP AREA TO ALLOW FUTURE SANITARY DISTRIBUTION.
22. PROVIDE ROOF ACCESS AS REQUIRED BY CODE.



TYP. WALL SECTION
SCALE: 1/2" = 1'-0"

JOSE E. BLANCO - ARCHITECT
ARCHITECTURE / PLANNING / P.A. REG. 10013
2572 SW 14th COURT
DEERFIELD BEACH, FLORIDA 33442
954-695-2595
eMail: blancoarchitect@gmail.com

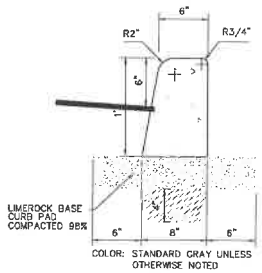
PROPOSED
BOYNTON BEACH FINANCE
401-411 BOYNTON BEACH BLVD.
BOYNTON BEACH, FL.
33435-3998

DATE: 09/09/22
PROJ NO: 22-19
DWG BY: JCB
REV:
03/09/22

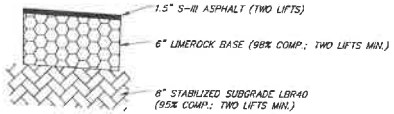
A-4
OF X

LEGEND

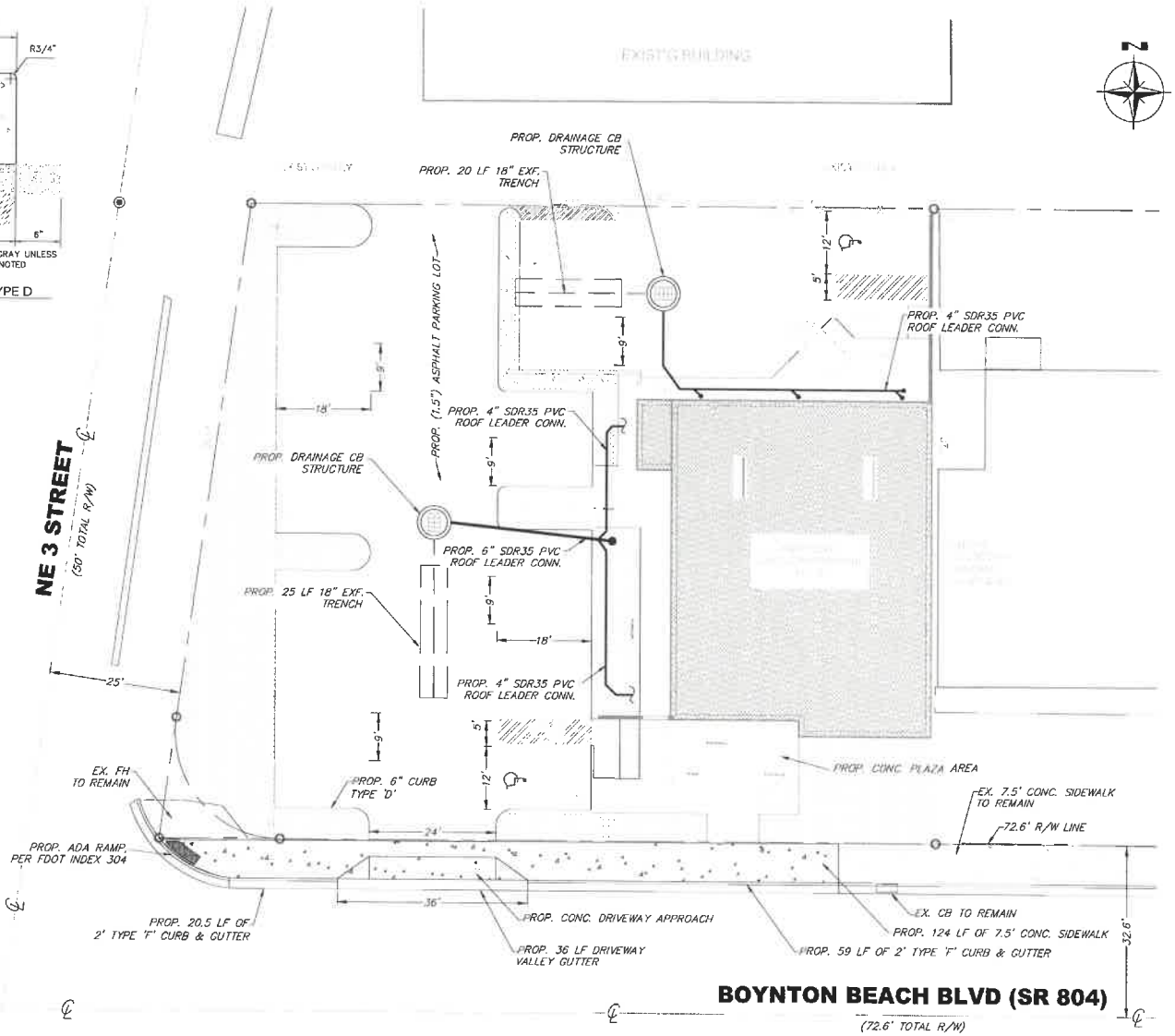
- CENTER LINE
- RIGHT-OF-WAY
- PROPERTY LINE
- EXISTING GRADE ELEVATION (NAVD '88)
- PROP. GRADE ELEVATION (NAVD '88)
- PROP. STORM DRAINAGE STRUCTURE



TYPICAL CURB TYPE D
N.T.S.



TYPICAL NEW PAVING CROSS-SECTION
N.T.S.



Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you digi

NOTES

1. CONCRETE SHALL HAVE MINIMUM STRENGTH 3,000 PSI.
2. RAINFALL RUNOFF SHALL BE RETAINED ON-SITE.
3. ELEVATIONS HEREIN ARE REFERENCED TO N.A.V.D., 1988.

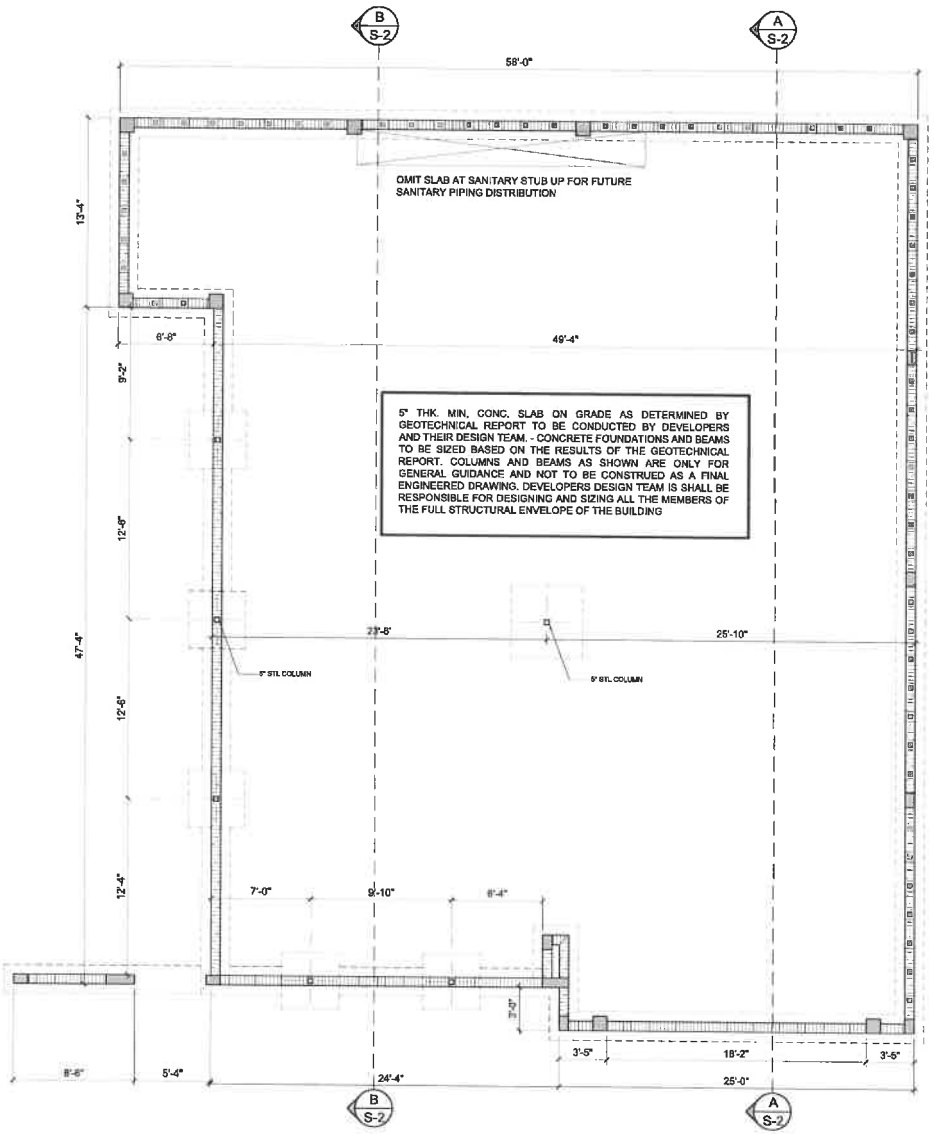
PAVING, GRADING, & DRAINAGE - PLAN VIEW
SCALE: 1" = 10'-0"

EA3 CIVIL ENGINEERING
EA3 CIVIL ENGINEERING, INC.
1112 N 46 AVENUE
HOLLYWOOD, FLORIDA 33021
OFFICE: 754.777.7993
WWW.EA3CIVIL.COM
CA NO. 32522
PE NO. 82291
ERIC ARENCIBIA, P.E.

JOSE E. BLANCO - ARCHITECT
ARCHITECTURE P.A. AR 0011
2073 SW 14th COURT
DEERFIELD BEACH, FLORIDA 33442
(561) 305-1813

PROPOSED
BOYNTON BEACH FINANCE
401-411 BOYNTON BEACH BLVD.
BOYNTON BEACH, FL.
33435-6666

C-2



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

JOSE E. BLANCO - ARCHITECT
ARCHITECTURE / PLANNING / FLA. REG. 15913
2972 SW 14th COURT
DEERFIELD BEACH, FLORIDA 33442
(954) 325-1910
email: blancoarch@bellsouth.net

PROPOSED
BOYNTON BEACH FINANCE
401-411 BOYNTON BEACH BLVD.
BOYNTON BEACH, FL.
33435-5998

DATE 05/26/22
PROJ NO 05-16
DWG BY JEB
REV
05/26/22

S-1
OF X

JOSE E. BLANCO - ARCHITECT
ARCHITECTURE / PLANNING / FLA. REG. 9015
2873 SW 14th COURT
DEERFIELD BEACH, FLORIDA 33442
(305) 288-1813
email: blancojosedesign@bellsouth.net

PROPOSED
BOYNTON BEACH FINANCE
401-411 BOYNTON BEACH BLVD.
BOYNTON BEACH, FL
33435-9998

DATE:
PROJECT NO.
DRAWN BY:
REVISIONS

S-2 OF X

ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

JOSE E. BLANCO - ARCHITECT
ARCHITECTURE / PLANNING / P.A. REG. 10013
2572 SW 14th COURT
DEERFIELD BEACH, FLORIDA 33442
(305) 226-1813
eblanco.associates@bellsouth.net

PROPOSED
BOYNTON BEACH FINANCE
401-411 BOYNTON BEACH BLVD.
BOYNTON BEACH, FL
33435-9998

DATE:
PROJ MGR:
DRWG BY:
REV
DWGS

S-3 OF X

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

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

30 of 102

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

COMMERCIAL PROPERTY
401, 407 & 411 EAST BOYNTON BEACH BOULEVARD
BOYNTON BEACH, FLORIDA 33435

by

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

for

Boynton Beach Community Redevelopment Agency
710 North Federal Highway
Boynton Beach, FL 33435

June 23, 2020

June 23, 2020

Boynton Beach Community Redevelopment Agency
710 North Federal Highway
Boynton Beach, FL 33435

RE: Commercial property, 401, 407 & 411 East Boynton Beach Boulevard, 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 June 23, 2020. The report sets forth our value conclusion, along with data and reasoning supporting our opinion.

This report was prepared for and our professional fee billed to Boynton Beach Community Redevelopment Agency. Our analyses have been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP 2020-2021). This report is for exclusive use of the client 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 the market value of the appraised property, subject to definitions, certifications, and limiting conditions set forth in the attached report.

NINE HUNDRED SEVENTEEN THOUSAND DOLLARS
$917,000

(THIS LETTER MUST REMAIN ATTACHED TO THE REPORT WITH SIXTY-EIGHT (68) 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

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INTRODUCTION



South (front) Elevation of 401 E B.Bch Blvd



Parking in Front of 401 E. B.Bch Blvd



401 South Building Elevation



East View of Parking on South Side of 401



Looking East on Boynton Beach Boulevard



Looking West on Boynton Beach Boulevard



Concrete Wall on S. Side of 407 B.Bch. Blvd



S. Elevation of 411 E. Boynton Beach, Blvd

PHOTOS OF THE VALUED REAL ESTATE

401, 407 & 411 E. Boynton Beach, Boulevard, Boynton Beach, Florida



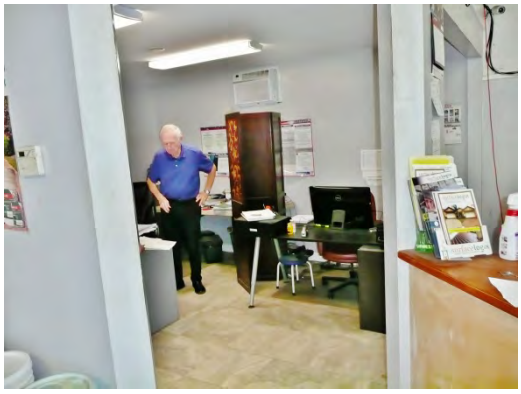
Parking in Front of 411 E. B.Beach Boulevard



411 E. B. Bch Boulevard Store Fronts



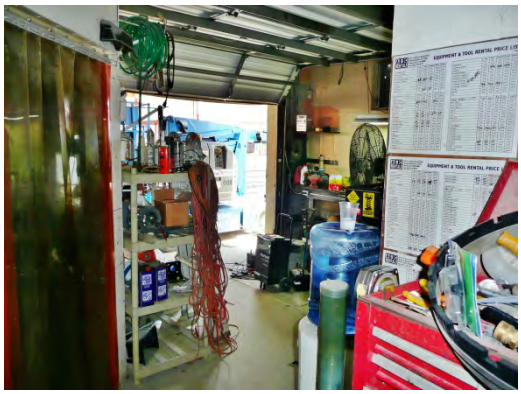
Interior of 401 E. B.Bch Boulevard



Interior of 401 E. B.Bch Boulevard



Rear overhang of 401 E. B.Bch Blvd.



Rear Overhead Door for 401 E. B.Bch Blv



407 Vacant Lot



Rear of 401 Building

ADDITIONAL PHOTOS OF THE VALUED REAL ESTATE

401, 407 & 411 E. Boynton Beach Boulevard

Boynton Beach, Florida



Back of 401



401 Looking East



NE 3 Street Looking South



NE 3 Street Looking North



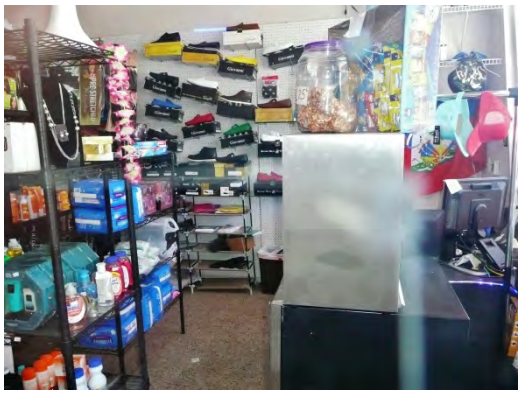
W Side of 401 on NE 3 Street



Looking E. on B.Bch Boulevard



411 Interior



411 Sub-Tenant

Additional Photos of Appraised Real Estate



Game Room in 411



Bathroom in 411



411 Rear Exit



East Side of 411



East Side of 411

ADDITIONAL PHOTOS OF THE SUBJECT PROPERTY



AERIAL VIEW OF THE APPRAISED PROPERTY
401, 407 & 411 EAST BOYNTON BEACH BOULEVARD
BOYNTON BEACH, FL 33435

The legal description is: Lots 4, 5 and 6, ARDEN PARK, according to the Plat thereof, as recorded in Plat Book 2, Pages 96; LESS AND EXCEPT that portion conveyed to the State of Florida for road right of way in Official Record Book 1328, Page 369, all of the Public Records of Palm Beach County, Florida

FOR THE BENEFIT OF:
Powers Lifts, LLC, a Florida limited liability company
Old Republic National Title Insurance Company
BankUnited, N.A.
Lighthouse Title Services, Inc.

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION, AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT GROUND ENCROACHMENTS, UNLESS OTHERWISE SHOWN AND THAT THE SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE 1-27-97
Update 9/11/13

Joseph M Tucker

REGISTERED SURVEYOR NO. 3285

PROPERTY SHOWN HEREON HAS NOT BEEN ABSTRACTED BY SURVEYOR FOR RIGHTS-OF-WAY, AND/OR EASEMENTS OF RECORD; ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V. DATUM UNLESS OTHERWISE NOTED; ALL PROPERTY CORNERS ARE IRON ROD WITH CAPS, UNLESS OTHERWISE NOTED; FOUNDATION OF EXISTING BUILDINGS LYING BELOW SURFACE NOT LOCATED, BEARINGS AND/OR ANGLES SHOWN HEREON ARE BASED ON RECORD PLAT OR DEED CALLS UNLESS OTHERWISE NOTED. MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARD. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING OR SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

LB 2102 Joe Tucker

LAND SURVEYORS

RICHARD L. SHEPHARD and Associates

Phone:
Boca (561) 391-4388
Boynton (561) 737-6546
FAX (561) 734-7546

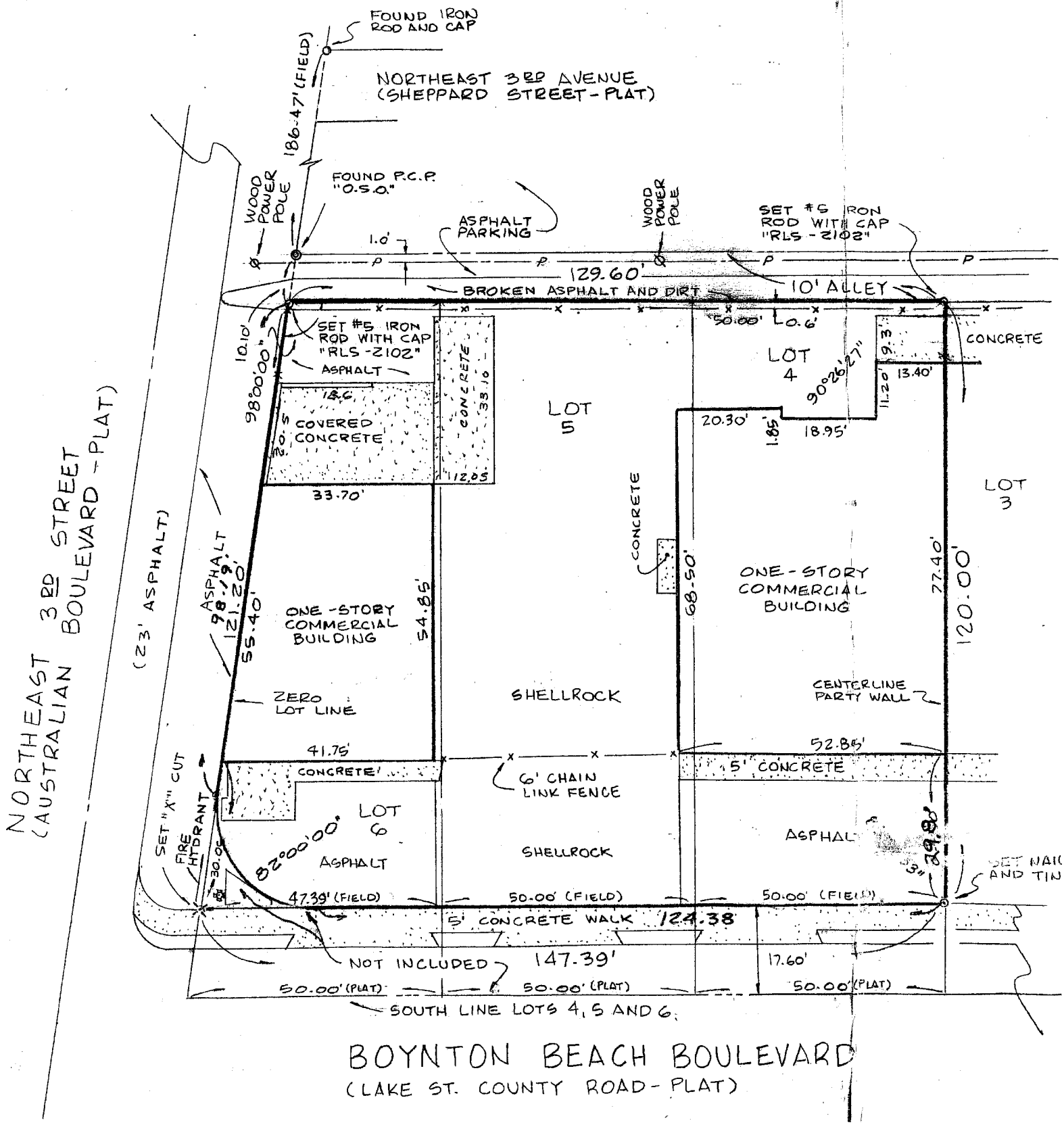
JOSEPH M. TUCKER, P.L.S.
219 S.E. 23rd Ave. - P.O. Box 759
Boynton Beach, FL 33435

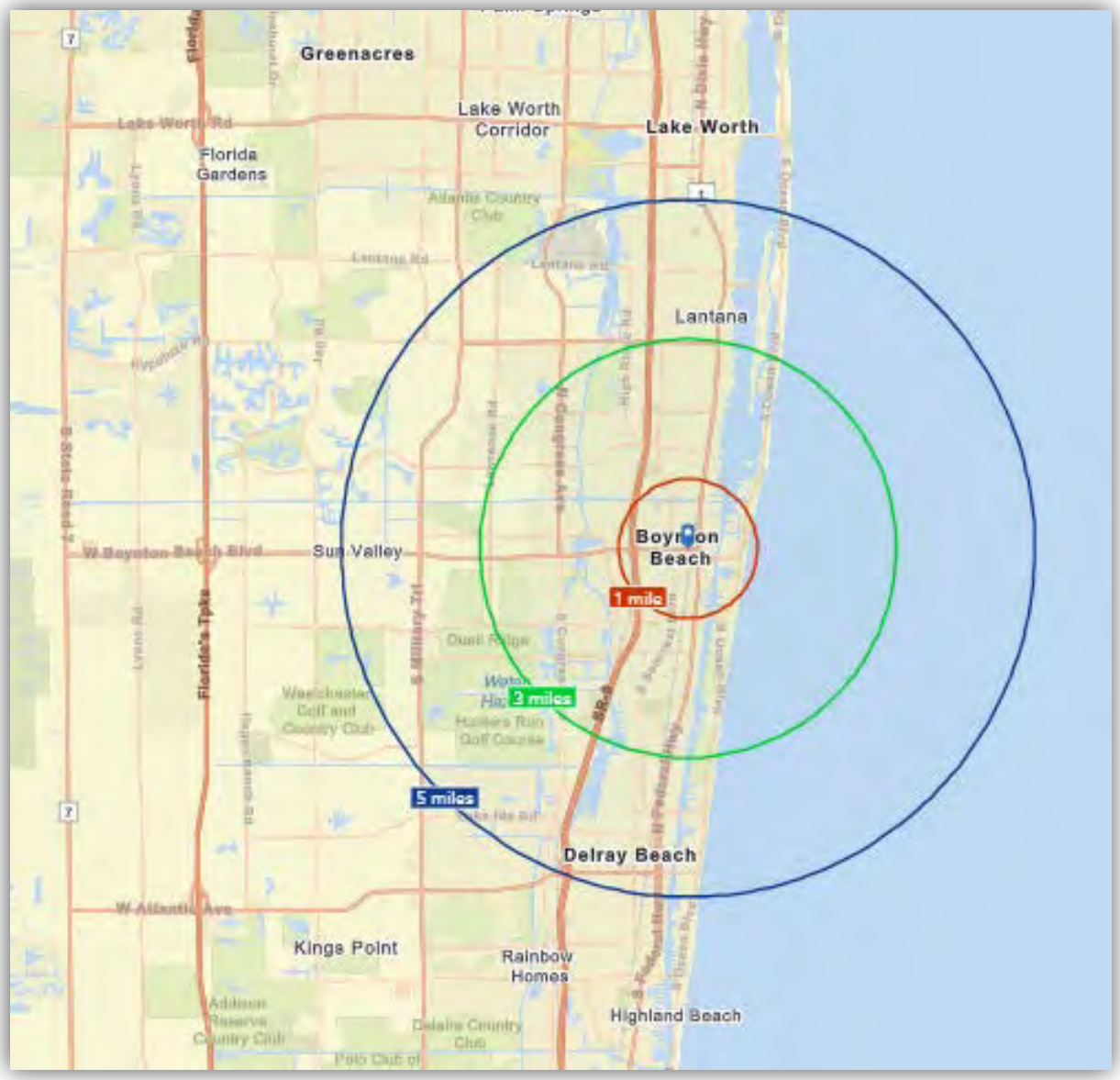
SURVEY OF PROPERTY DESCRIBED HEREON

SCALE	DRAWN BY
1"=20'	Shane
	REVISED

RICHARD L. SHEPHARD & ASSOC. INC.
REGISTERED LAND SURVEYORS

DATE	APPROVED BY	DRAWING NUMBER
1-31-97	FB 495 PG 35 (495/53)	M-97-1-110


FOUND IRON ROD AND CAP
NORTHEAST 3RD AVENUE (SHEPPARD STREET - PLAT)
186.47' (FIELD)
WOOD POWER POLE
FOUND P.C.P. "O.S.O."
ASPHALT PARKING
WOOD POWER POLE
SET #5 IRON ROD WITH CAP "RLS - 2102"
1.0'
129.60'
10' ALLEY
BROKEN ASPHALT AND DIRT
50.00' LO.6'
SET #5 IRON ROD WITH CAP "RLS - 2102"
10.10'
98°00'00"
ASPHALT
CONCRETE
33.10'
LOT 4
LOT 5
90°26'27"
9.3'
13.40'
11.20'
CONCRETE
20.30'
1.85'
18.95'
LOT 3
12.05'
33.70'
COVERED CONCRETE
CONCRETE
ASPHALT
98.19'
121.20'
55.40'
ONE-STORY COMMERCIAL BUILDING
54.85'
68.50'
ONE-STORY COMMERCIAL BUILDING
77.40'
120.00'
NORTHEAST 3RD STREET (AUSTRALIAN BOULEVARD - PLAT)
(23' ASPHALT)
ZERO LOT LINE
SHELLROCK
CENTERLINE PARTY WALL
41.75'
52.85'
CONCRETE
6' CHAIN LINK FENCE
5' CONCRETE
SET "X" CUT
FIRE HYDRANT
30.05'
LOT 6
82°00'00"
ASPHALT
SHELLROCK
ASPHALT
29.98'
3"
SET NAIL AND TIN
47.39' (FIELD)
50.00' (FIELD)
50.00' (FIELD)
5' CONCRETE WALK
124.38
NOT INCLUDED
147.39'
17.60'
50.00' (PLAT)
50.00' (PLAT)
50.00' (PLAT)
SOUTH LINE LOTS 4, 5 AND 6
BOYNTON BEACH BOULEVARD
(LAKE ST. COUNTY ROAD - PLAT)



1-3-5 MILE RADII FROM THE VALULED REAL ESTATE
401 E. Boynton Beach Boulevard
Boynton Beach, Florida 33435

Demographics

401 E Boynton Beach Blvd, Boynton Beach, Florida, 33435
Rings: 1, 3, 5 mile radii

VANCE REAL ESTATE SERVICE
Latitude: 26.52919
Longitude: -80.06055

	1 mile	3 miles	5 miles
Population			
2000 Population	13,007	66,504	155,690
2010 Population	13,194	74,687	172,929
2019 Population	15,377	83,226	190,580
2024 Population	16,619	88,506	201,683
2000-2010 Annual Rate	0.14%	1.17%	1.06%
2010-2019 Annual Rate	1.67%	1.18%	1.06%
2019-2024 Annual Rate	1.57%	1.24%	1.14%
2019 Male Population	49.2%	47.8%	47.7%
2019 Female Population	50.8%	52.2%	52.3%
2019 Median Age	41.4	44.5	47.2

In the identified area, the current year population is 190,580. In 2010, the Census count in the area was 172,929. The rate of change since 2010 was 1.06% annually. The five-year projection for the population in the area is 201,683 representing a change of 1.14% annually from 2019 to 2024. Currently, the population is 47.7% male and 52.3% female.

Median Age

The median age in this area is 41.4, compared to U.S. median age of 38.5.

Race and Ethnicity			
2019 White Alone	44.7%	59.4%	64.4%
2019 Black Alone	48.2%	32.1%	26.6%
2019 American Indian/Alaska Native Alone	0.3%	0.3%	0.3%
2019 Asian Alone	1.1%	1.9%	2.2%
2019 Pacific Islander Alone	0.0%	0.0%	0.0%
2019 Other Race	3.2%	3.6%	3.9%
2019 Two or More Races	2.5%	2.7%	2.6%
2019 Hispanic Origin (Any Race)	14.2%	17.5%	18.0%

Persons of Hispanic origin represent 18.0% of the population in the identified area compared to 18.6% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 65.8 in the identified area, compared to 64.8 for the U.S. as a whole.

Households			
2019 Wealth Index	77	90	108
2000 Households	4,931	29,078	68,242
2010 Households	5,059	32,207	74,697
2019 Total Households	6,016	35,852	81,903
2024 Total Households	6,544	38,124	86,618
2000-2010 Annual Rate	0.26%	1.03%	0.91%
2010-2019 Annual Rate	1.89%	1.17%	1.00%
2019-2024 Annual Rate	1.70%	1.24%	1.13%
2019 Average Household Size	2.55	2.29	2.30

The household count in this area has changed from 74,697 in 2010 to 81,903 in the current year, a change of 1.00% annually. The five-year projection of households is 86,618, a change of 1.13% annually from the current year total. Average household size is currently 2.30, compared to 2.29 in the year 2010. The number of families in the current year is 46,966 in the specified area.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Esri converted Census 2000 data into 2010 geography.

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	1 mile	3 miles	5 miles
Mortgage Income			
2019 Percent of Income for Mortgage	25.2%	20.7%	22.1%
Median Household Income			
2019 Median Household Income	$47,327	$53,000	$55,724
2024 Median Household Income	$55,601	$60,119	$64,006
2019-2024 Annual Rate	3.27%	2.55%	2.81%
Average Household Income			
2019 Average Household Income	$70,847	$75,566	$80,578
2024 Average Household Income	$83,642	$87,903	$93,643
2019-2024 Annual Rate	3.38%	3.07%	3.05%
Per Capita Income			
2019 Per Capita Income	$28,532	$32,771	$34,713
2024 Per Capita Income	$33,812	$38,090	$40,300
2019-2024 Annual Rate	3.45%	3.05%	3.03%
Households by Income			

Current median household income is $55,724 in the area, compared to $60,548 for all U.S. households. Median household income is projected to be $64,006 in five years, compared to $69,180 for all U.S. households

Current average household income is $80,578 in this area, compared to $87,398 for all U.S. households. Average household income is projected to be $93,643 in five years, compared to $99,638 for all U.S. households

Current per capita income is $34,713 in the area, compared to the U.S. per capita income of $33,028. The per capita income is projected to be $40,300 in five years, compared to $36,530 for all U.S. households

Housing			
2019 Housing Affordability Index	93	111	104
2000 Total Housing Units	5,999	35,080	81,391
2000 Owner Occupied Housing Units	3,249	20,907	51,684
2000 Renter Occupied Housing Units	1,682	8,171	16,558
2000 Vacant Housing Units	1,068	6,002	13,149
2010 Total Housing Units	6,819	41,275	92,957
2010 Owner Occupied Housing Units	3,035	20,590	52,405
2010 Renter Occupied Housing Units	2,024	11,617	22,292
2010 Vacant Housing Units	1,760	9,068	18,260
2019 Total Housing Units	7,921	44,775	99,482
2019 Owner Occupied Housing Units	3,330	21,098	53,679
2019 Renter Occupied Housing Units	2,686	14,754	28,224
2019 Vacant Housing Units	1,905	8,923	17,579
2024 Total Housing Units	8,582	47,311	104,449
2024 Owner Occupied Housing Units	3,665	22,625	57,139
2024 Renter Occupied Housing Units	2,879	15,499	29,479
2024 Vacant Housing Units	2,038	9,187	17,831

Currently, 54.0% of the 99,482 housing units in the area are owner occupied; 28.4%, renter occupied; and 17.7% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.4% are renter occupied; and 11.2% are vacant. In 2010, there were 92,957 housing units in the area - 56.4% owner occupied, 24.0% renter occupied, and 19.6% vacant. The annual rate of change in housing units since 2010 is 3.06%. Median home value in the area is $252,009, compared to a median home value of $234,154 for the U.S. In five years, median value is projected to change by 1.66% annually to $273,665.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024. Esri converted Census 2000 data into 2010 geography.

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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

PROPERTY APPRAISED: Commercial property
401, 407 & 411 East Boynton Beach Boulevard
Boynton Beach, FL 33435

NOTE: 401, 407 & 411 East Boynton Beach Boulevard, Boynton Beach, FL are three contiguous lots and owned by the same entity. Parking and access are shared. Highest and Best Use for the three lots is for one unified commercial or mixed use. The three lots together constitute the larger parcel of this appraisal. Hence, the subject of this appraisal will be referred to as one property. Therefore, the opinion of value is developed for the larger parcel.

OWNERSHIP: Power Lifts LLC
401 East Boynton Beach Boulevard
Boynton Beach, FL 33435

LAND & BUILDING AREAS:

	Land Size SF	Building Size SF
401	4,752	2,062
407	5,593	-0-
411	6,347	3,334
	16,692	5,396

BUILDING IMPROVEMENTS: The improvement of 401 is a single occupant flex building constructed in 1960. 407 is fenced open-storage with no structure on it. 411 is improved with a flex building that has been partitioned into smaller spaces. It was built in 1958.

ZONING: "C-3", Community Commercial in the city of Boynton Beach

LAND USE: "LRC", Local Retail Commercial

APPRAISAL PURPOSE: To develop an opinion of market value

INTEREST APPRAISED: Fee simple

CURRENT USE: Flex space (office & storage) and retail

HIGHEST AND BEST USE: As vacant: For a stand-alone, small retail or office building or for assemblage with adjacent land for a larger mixed use project of office, retail and residential uses
As improved: Interim use of the improvements as flex space and stores in as-is condition until the land is redeveloped as described

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS
(Continued)

VALUE BY THE SALES COMPARISON APPROACH:

16,692 square feet of land x $54.93 per square foot of land including building =

NINE HUNDRED SEVENTEEN THOUSAND DOLLARS
$917,000

VALUATION DATE: **June 23, 2020**

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 could 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 (USPAP 2020 - 2021)

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;

Ownership:	Power Lifts LLC 401 East Boynton Beach Boulevard Boynton Beach, FL 33435
Property Address:	401, 407 & 411 East Boynton Beach Boulevard Boynton Beach, FL 33435
Legal Description:	Lots 4, 5 & 6, less an east part conveyed for right-of-way, ARDEN PARK, Plat Book 2, page 96, Palm Beach County, FL
Census Tract No.	61

APPRAISAL REPORT (continued)

Real Estate Tax:

Parcel Control Numbers: 08 43 45 21 18 000 0060
08 43 45 21 18 000 0051
08 43 45 21 18 000 0040

Land Value:	$317,558
Improvement Value:	208,110
Total Value:	$525,668
Assessed Value:	$525,668
Ad Valorem Tax:	$ 13,884

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 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.

Flood Zone:

Zone "X", according to Map Number 12099C0793F. Zone "X" is not in a Special Flood Hazard Area.

Market Area Description:

Boundaries and Market Composition & Transportation Infrastructure

The general market area is the City of Boynton Beach in eastern-central Palm Beach County. Population of the city is about 72,000 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 three depots with one in downtown Miami, one in downtown Fort Lauderdale and the third in downtown West Palm Beach. Boca Raton, Palm Beach County, and Aventura and the Port of Miami, Miami-Dade County will be the next depots. 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 comprised of the Boynton Beach Boulevard CRA district encompassing the Boynton Beach Boulevard corridor, the Downtown CRA District with the following general boundaries of Florida East Coast (FEC) Railroad on the west, Federal Highway and the Intracoastal Waterway on the east, Northeast 7st Avenue to the north and Southeast 12 Avenue on the south. Federal Highway CRA North and South Districts flank the Downtown District, with one district blending into the next. The immediate subject market area is along Boynton Beach Boulevard (east/ west) and Federal Highway (north/south). These are the most heavily traveled arteries in the city.

Federal Highway is the main north-south artery through the Downtown District. It is also known as US Highway 1 and is the main north-south artery through eastern Palm Beach County and extends along the eastern seaboard of the United States. Heavily trafficked Federal Highway is a catalyst to redevelopment of the market area, with over 2,300 residential dwelling units in five projects either built or planned.

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.

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

Ocean Avenue, in the Cultural District of the CRA, is an upgraded streetscape of wide sidewalks covered with pavers, lighting, kinetic sculptures, and bollards. Ocean Avenue continues east of the Cultural District with a drawbridge over the Intracoastal Waterway, reaching Ocean Boulevard and the Atlantic Ocean. Ocean Avenue extends west through Boynton Beach, with an interruption at Interstate 95. The subject market area is easily accessible by main roads and Interstate 95.

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

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 2019 in the one-mile radius is $47,327, for three miles it is $53,000, and $55,724 for the five mile circle. Median household income for Palm Beach County is $54,400. In the one-mile circle, population is 15,377. In three miles, population increases to 83,226; at five miles, it is 190,580. However, about 40% of the three and five mile circles are over the Atlantic Ocean and waterways. Annual growth rate is anticipated to be 1.14% to 1.57% in the three circles, during the next five years as the economy and job market recovers in South Florida and new multi-family residential complexes are constructed. 54% of the housing units are owner occupied, with 29% rented. This percentage of renters is high for Palm Beach County because there are numerous multi-family dwellings in this vicinity. Vacancy is reported to be 17%; 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 $252,009 including the highly priced homes fronting the Atlantic Ocean and Intracoastal Waterway, compared to median home value of $234,154 in the United States.

Economic Trends

In South Florida, as in the rest of the United States, real estate prices climbed from 2003-2006. In 2007-2008, concerns were expressed about an unsustainable upward price trend in the market. Then, the economic collapse came in fall of 2008 along with the crash in real estate prices. In 2009, there were very few sales of any type of real estate. By 2010, it appeared that the worst was over. Cash buyers started making purchases. From 2013 to present, sales activity and prices recuperated. The upswing in prices is due in part to scarcity of developable land, especially in the eastern part of the county. Properties in primary locations are back to pre-crash prices; other properties are approaching that level.

The life cycle stage of the market area is revitalization, a period of renewal, modernization and increasing demand. Revitalization in the CRA is taking place along US Highway 1, in the part of the corridor near Ocean Avenue and Boynton Beach Boulevard with projects such as 500 Ocean, consisting of 341 residential units, 20,000 square feet of retail space and 6,000 square feet of office. Ocean One at 114 N Federal Highway is planned for 358 apartments, 12,075 square feet of retail, 120 hotel room and 439 parking spaces. The Villages at East Ocean Avenue were approved for 371 dwelling units, 15,757 square feet of commercial space, plaza, 644-space parking garage, et cetera.

At 623 S Federal Highway, The Club of Boynton Beach is a six-story, 87 unit assisted living facility and memory care facility. Earlier in the 2000s, the property was to be developed with a condominium; however, the recession halted those plans. At 2923 S Federal Highway, Daniel Heart Center is replacing an old strip store center by renovating the buildings.

In addition to completed and approved projects, a large redevelopment site is under contract to be purchase located on the east side of Federal Highway at SE 1 Avenue, Boynton Beach. The 2.85 acres of land is an assemblage of 10 properties with numerous owners. Issues would have to be addressed such as demolition of existing buildings, unity of title, right-of-way abandonment, density of dwelling units, et cetera. The confidential contract price could change due to contingencies based on these and other issues. However, this assemblage is an example of the revitalization of the subject market area.

Town Square, a major redevelopment project to the west of Federal Highway is under construction in three sections extending 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.

The project consists of the following:

- North parcel – 225 residential units, 120 hotel rooms, 65,000 square feet of office/ retail space and 927 space parking garage
- Middle parcel – 200 residential units, 18,887 square feet of retail space
- South parcel – 280 residential units, 820 space parking garage, 4,000 public space

Included in the project are spaces for a new city hall, police station, fire station and park. Renovation of the historic high school is part of the project.

In the Heart of Boynton CRA district, Ocean Breeze East is under construction 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.

Also in the Heart of Boynton CRA district will be apartments and retail buildings on Martin Luther King, Jr. Boulevard east of Seacrest Boulevard. Land will be forthcoming from the Boynton Beach CRA and financing from the State of Florida will be similar for the developer of this project.

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 CRA envisions the Boynton Beach Boulevard and Downtown Districts to have a future land use of mixed uses with various densities.

The transformation of the area is in progress. Development of real estate takes time and the right market conditions which have been positive. Upward price trend for property in the subject market area will resume when the economy stabilizes and there are visible signs that projects are moving forward.

Current Land Use: Local Retail Commercial (LRC)

Suggested Land Use: Mixed Use, medium intensity, 50 dwelling units per acre with a possible 20% bonus for being in the Transit Oriented Development District, maximum height 150 feet. Mixed Use, medium intensity, requires one acre of land and 150 feet of frontage.

APPRAISAL REPORT (continued)

CRA District: Boynton Beach Boulevard District

Zoning: "C-3", Community Commercial District in the city of Boynton Beach. The intent of this district is to implement the local retail commercial future land use map classification of the Comprehensive Plan. Uses allowed in the district are intended to provide a wide range of goods and services located along major thoroughfares. The C-3 district allows 11 dwelling units per acre, adhering to the R-3 regulations. Minimum lot area is 15,000 square feet. Minimum lot frontage is 75 feet. Copy of the zoning code is in the Addenda.
The combined size of the three appraised lots is 16,692 square feet and the width is 147.39 feet, meeting the minimum standard in the C-3 District. Separately, none of the three lots meet the standards.

Site Description: The shape of the appraised land is a quadrangle. Dimensions for the site are from the sketch of survey in the beginning of the report.

North boundary on a service alley:	129.60 feet
East boundary on adjacent property:	120.00 feet
S boundary on E Boynton Bch Blvd:	147.39 feet
West boundary on NE 3 Street:	121.20 feet

Land size is 16,692 square feet.

Utilities: All utilities are available to the site.

Access: The land is accessible via East Boynton Beach Boulevard on the south and NE 3 Street on the west. Boynton Beach Boulevard is a principal east-west arterial improved with sidewalks, curbs and storm drains. NE 3 Street is a local road.

Easements:	Easement are not marked on the sketch of survey; however, utility easements are typically around the perimeter of the site.
Encroachment:	**The building on 411 is encroaching approximately 2.85 feet on to 407 to the west. With the three lots being appraised as one property, this encroachment is not a significant valuation issue. If the three lots were appraised separately, the encroachment would be a concern.**
Improvements:	Building structures are on 401 and 411. 407 is a vacant section of the property used for open storage of the equipment rented and sold by the businesses conducted on 401. The lot is concealed from view by fencing on the south and north sides. **401** is improved with a one-story, single occupant building constructed in 1960, containing 2,062 square feet of enclosed area. The improvement appears to be in average condition for its age of 60 years. It is a typical storefront/ service building from the mid-century era. The property is owner-occupied by ABC Rentals and Power Lifts LLC. The front portion of the building is display and office; the rear section is storage and shop. Attached on the north elevation is an overhang providing cover for more items. Ceiling clearance is 10 feet.
Building details:	
Foundation:	Reinforced concrete slab over concrete footings
Exterior Walls:	Concrete block with concrete columns and tie beams; exterior finish is painted stucco

Floors:	Smooth concrete
Interior Walls:	Drywall over metal studs
Roof System:	Twin-T concrete panels covered with insulation, concrete deck and composition material
Windows & doors:	Jalousie and plate glass
HVAC:	Wall mounted units

411 is improved with a one-story building constructed in 1958, containing 3,334 square feet of enclosed area. The improvement appears to be in average condition for its age of 62 years. It is also a typical storefront/ service building from the mid-century era. The property is rented to a tenant who has subleased the building to other occupants. The property owner stated the master lease is at a sub-market rate and did not supply the lease. There is no information about the sublease rates. The interior of the building is subdivided into rooms used for office, beauty supply and accessory sales, games/ entertainment, apartment, and appliance sales and repair. Ceiling clearance is 10 feet.

Building details:

Foundation:	Reinforced concrete slab over concrete footings
Exterior Walls:	Concrete block with concrete columns and tie beams; exterior finish is painted stucco
Floors:	Smooth concrete covered with terrazzo
Interior Walls:	Drywall over metal studs

Roof System:	Steel bar joist covered with metal decking, insulation and composition material
Windows & doors:	Plate glass
HVAC:	Wall mounted units
Site Improvements:	Asphaltic paving for car storage, chain link fence, gate, concrete paving
Parking:	Approximately 10 parking spaces on the south side of the site. Parking ratio is about one space for each 540 square feet of building which most probably would not meet current code for retail or office use. City officials make that determination.
Environmental Assessment:	There is no Phase I Environmental Site Assessment to 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. As mentioned, no lease information is available for 411 East Boynton Beach Boulevard.

APPRAISAL REPORT (continued)

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 June 23, 2020.

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:

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 is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions as follows.*

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

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

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

APPRAISAL REPORT (continued)

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

A) Effective Date of the Appraisal: June 23, 2020

B) Date of the Report: June 23, 2020

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 inspected the property and photographed it. A thorough investigation was made into the physical characteristics of the property that could affect its value. The market area was surveyed to determine its stage of the life cycle. Research was conducted to ascertain economic factors that might influence value. Data research consisted of collecting, confirming, and reporting land sales, improved sales and properties for rent. The process included searches and analyses, inspections and confirmations, and final reporting. The appraiser examined several sources of sales data, including CoStar Group, Corelogic, Realquest, Loopnet, Palm Beach County Property Appraiser 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

Improved sales were gathered and reviewed to provide indications of value for the appraised property as improved. The research showed that one group of these properties was too dissimilar to the subject to provide valid comparisons. The sale buildings were purchased to remain in use for the foreseeable future, with their highest and best use remaining as improved properties. The second group of sales had improvements that were either old and/ or undersized for the sites. The buildings were close to the end of their useful/ economic lives like the appraised property. This group of sales provided probable indications of value for the subject with the major portion of the sale price representative of the land and a small portion for the contributory value of the improvements. In the Sales Comparison Approach, these sales are compared to each other and to the property under appraisement to arrive at an opinion of value for the subject.

The information analyzed and the appraisal method used is detailed in the valuation section of the report. Further, the reasoning that supports the analyses, opinions, and conclusions is explained in the valuation section. Cost Approach is not used because of the age of the subject improvements. An element of the Income Approach is employed to calculate the gross income the property could generate as vacant and as currently improved to test its highest and best use. Exclusion of the Cost Approach and full Income Approach 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; and

There are no agreements of sale, options or listings of the subject property 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.

There has been no warranty deeds recorded for the property in the past three years.

2-2(a)(xi) State the use of the real estate existing as of the effective date and use of the real estate reflected in the appraisal;

The use of the real estate on the date of valuation is retail/service and open storage. The following analysis tests this use as being the highest and best of the property. 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 consists of three lots with a combined size of 16,692 square feet. It is located at a minor corner of East Boynton Beach Boulevard and NE 3 Street. The 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, it has been improved with one-story commercial buildings for 60 years. Physical constraint to develop the site is its size which governs the size and number of the potential improvements which can be placed on it.

Legally Permissible as Vacant

Legal restrictions to the development of the site consist of land use designation, building and zoning codes, platting and deed restriction, none of which came to light during the property investigation. Land use designation is Local Retail Commercial. Zoning is "C-3", Community Commercial District. Minimum lot size is 15,000 square feet; minimum lot frontage is 75 feet. The appraised site meets these standards and could be put to one of the permitted uses in the "C-3" district.

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. As mentioned, assemblages of smaller parcels into larger sites for mixed use development are taking place in the subject market area and in other CRA districts. Once a large site is assembled, the development process can commence with possible zoning and/or land use change to permit a mixed use project such as 500 Ocean. For mixed use, medium intensity, one acre of land is required. Hence, the subject and perhaps the property to the east could be assembled for a future mixed use.

Currently, the appraised site is of sufficient size to be improved with a use permitted in the "C-3" district. It has a corner location with 147.4 feet of frontage on Boynton Beach Boulevard, the main east-west street in the city. The property is two blocks west of Highway US 1 and two blocks east of the new Town Square. Its location and zoning put it in the core of revitalization of the subject market area. Financially feasible use of the land concerned is to improve it with a multi-bay retail facility to cater to the everyday needs of the existing residents and those who will live and work in the projects being constructed in the market area. The most probable buyer is a local developer who wants to be a part of the revitalization. Time for development is now with little competition from similar, smaller new properties.

Maximally Productive as Vacant

In summary, the Highest and Best Use of the land in question is to be developed with a small multi-bay retail center which use is physically possible, probably legally permissible, financially feasible and maximally productive. Future highest and best use, if assemblage with adjacent property could be accomplished, is development of a medium intensity mixed use project with residential units on the upper floors and commercial use on the ground level.

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED

Physically Possible Improved

The improvements appraised are storefront/ service facilities constructed in 1958 and 1960 when such property types were prevalent on East Boynton Beach Boulevard west of the Florida East Coast Railway. Businesses combined elements of commercial and industrial catering to tradespeople. As the population of the city moved west, businesses of this type moved west of Interstate 95 to larger properties and better access to the expressway. The appraised property, as an owner-occupied facility, remained in the eastern part of the city. As discussed, the buildings are old displaying physical depreciation and functional obsolescence. They are approaching the end of their useful lives. The property owner has the choice of renovating the buildings, continue to use them as-is for an interim period until the land is ready for redevelopment with a new retail facility, or imminent demolition.

Legally Permissible Improved

"C-3" zoning district permits retail use as stated in the ordinance; other uses including open storage are determined by city officials interpretation of the zoning code. Land Use is Local Retail Commercial, with land use and zoning being in accord. Existing parking along the south side of the property appears to be sub-standard to the current code. Minimum yard setbacks do not look as if to be met. The buildings were constructed prior to the current zoning and building code and are "grandfathered-in." However, there is a limit to amount of repairs and replacements that can be made before the entire property must meet current code. Further, market acceptance of old improvements wanes as the age of residences decrease and incomes increase.

Financially Feasible Improved

The advancing age and depreciation condition of the subject improvements along with their functional obsolescence is moving them to the end of their useful/ economic lives. As will be noted in the Sales Comparison Approach, the appraised property is most similar to those with the major portion of the value is in the land and the improvements have a small contributory value to the whole. In one case (Sale 2) the building was renovated to remain in service; for the other three sales, the buildings will be used for a short time until the sites are redeveloped. The subject fits into the latter category.

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED

The sales are in the immediate subject market area where the value of a property as essentially vacant is greater than the value of a property as currently improved. Continuing to operate the property as improved will not generate a sufficient return even on the land. For proof, gross income is projected for the appraised property as vacant and as currently improved.

In Sales Comparison Approach in this appraisal, the opinion of value for the property is $917,000. Typically, land is leased at 10% per year of its value. Therefore, the income the land could generate is as follows.

$917,000 x 0.10 = $91,700 annual income

Following are rental properties with rates for older, small buildings which provide an overview of the amount of rent the subject property could generate as currently improved. The conclusion for the subject is $14.00 per square foot per year.

NO.	LOCATION	RENTAL SIZE SF	GROSS RATE/ SF/ YEAR	COMMENTS
1	1399 SW 30 Ave Boynton Beach, FL	2,745	$13.50	Flex space in a building containing 22,190 SF
2	3050 SW 14 Place Boynton Beach, FL	1,650	$14.00	Flex space in a building containing 33,325 SF
3	1420 Neptune Drive Boynton Beach, FL	5,218	$14.00	Flex space in a building containing 30,000 SF
4	1300 W Industrial Ave, Boynton Beach	1,200	$14.60	Flex space in one of the buildings in Boynton Industrial Park

5,396 SF of building x $14.00/ SF/ YR = $75,500 gross annual income

The property as currently improved cannot generate as much income as it could vacant. Further, repairs and replacements would have to be made to continue the stream of income as improved. Therefore, the existing improvements are not the highest and best use, considering their financial feasibility.

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED

Maximally Productive Improved

The maximally productive use of the existing improvements is to continue to use them as-is for an interim period until the land is ready for redevelopment with a new retail facility. At that point, the improvements would be demolished and removed from the site. Such use would be physically possible, probably legally permissible, financially feasible and maximally productive.

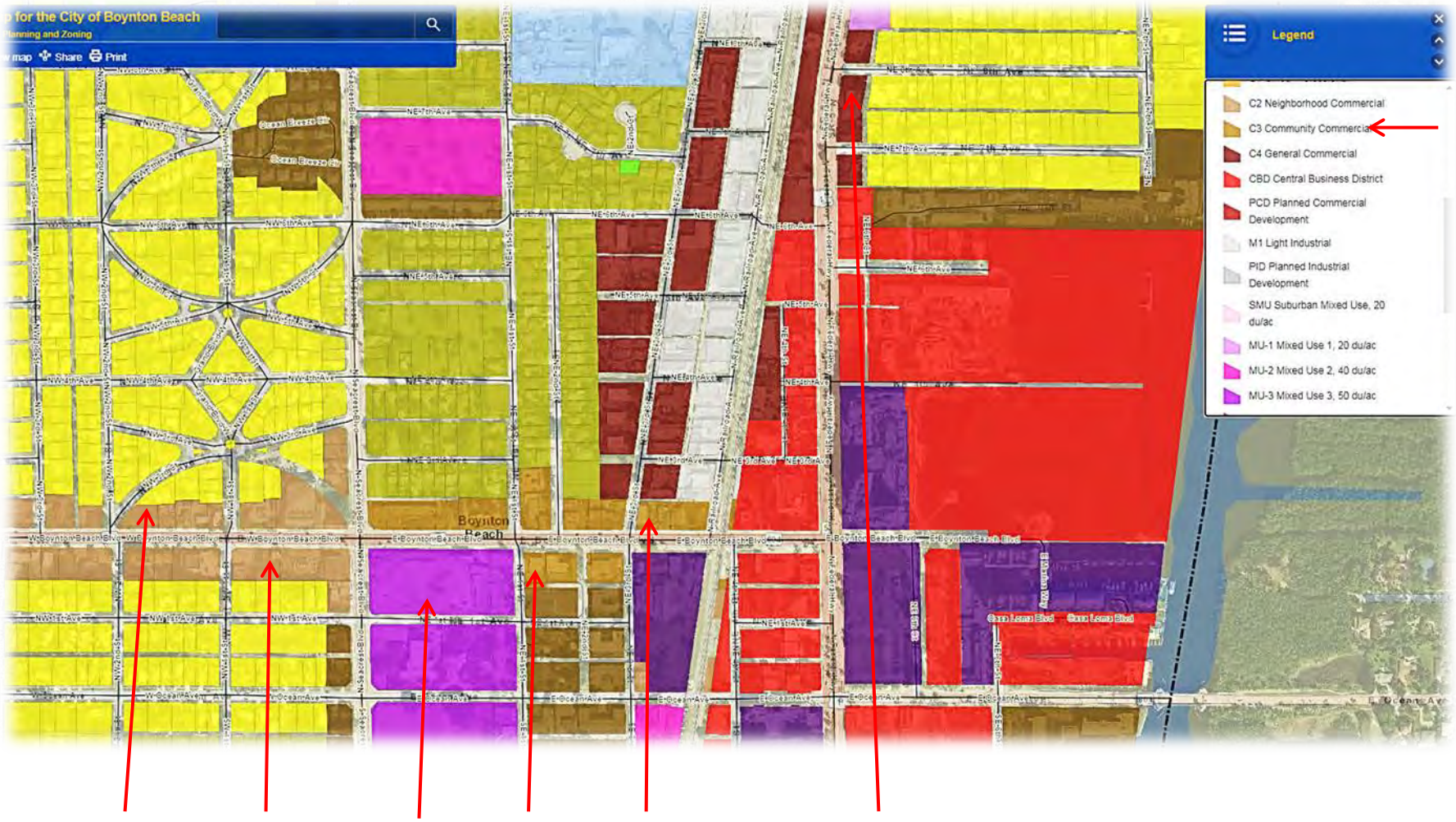
2-2(a)(xiii) Clearly and Conspicuously: State all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment result.

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



ZONING MAP with Sales located



SALE 1: 126 W. Boynton Beach Boulevard



SALE 2: 202 E. Boynton Beach Boulevard



SALE 3: 219 W. Boynton Beach Boulevard

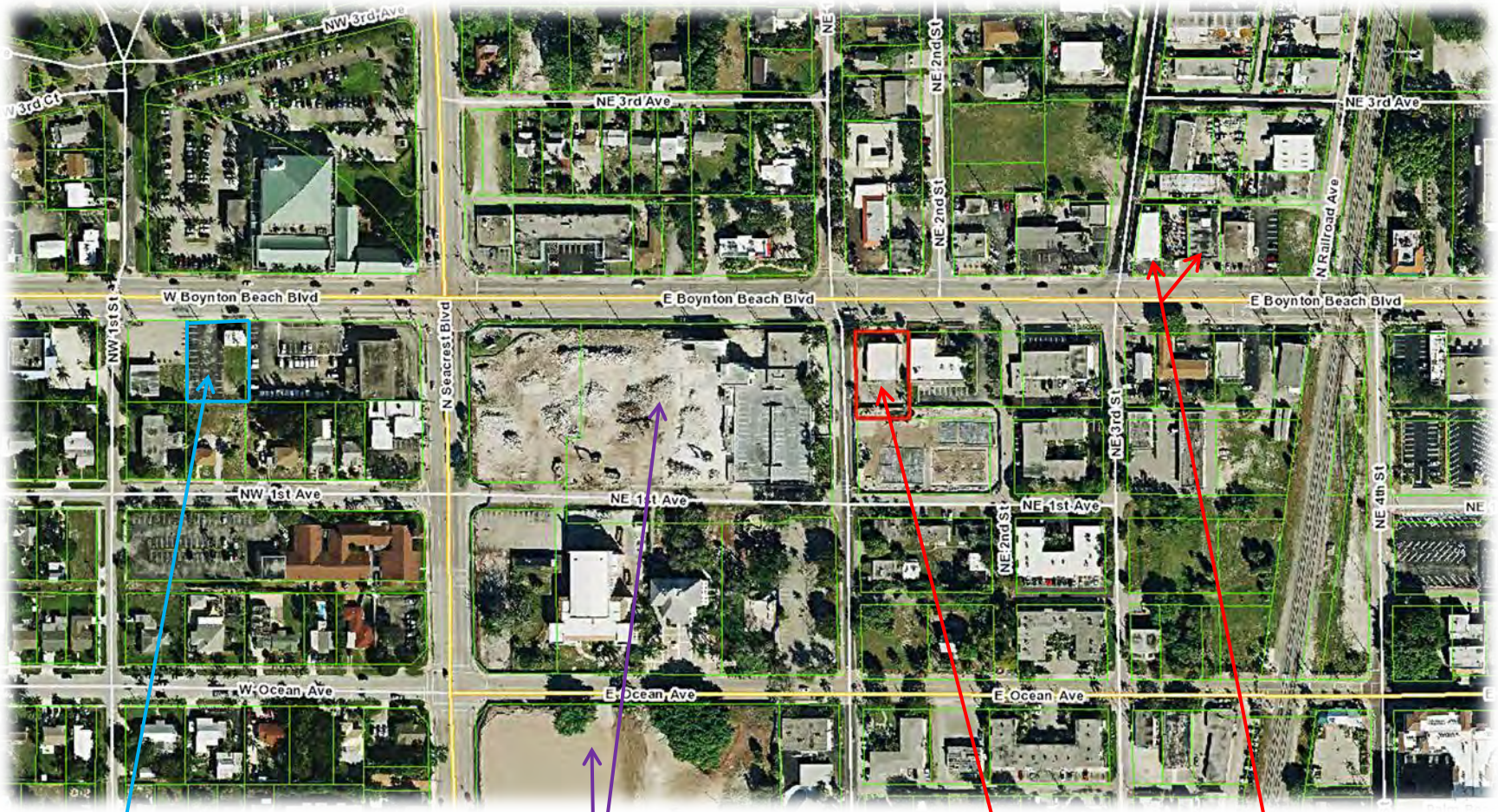


SALE 4: 724 N. Federal Highway

PHOTOS OF THE COMPARABLE SALES

LAND SALES

SALE NO.	1
LEGAL DESCRIPTION	Lots 5, 6, 7 and 8, Block 4, BOYNTON HEIGHTS ADDITION to the TOWN OF BOYNTON Fla., Plat Book 10, page 64, Palm Beach County, FL, less part for right-of-way
RECORDED	O. R. Book 30470, Page 1140
GRANTOR	Beercade LLC
GRANTEE	JWS Investments LLC
DATE OF SALE	March 11, 2019
LOCATION	126 W Boynton Beach Boulevard Boynton Beach, FL
ZONING	"C-2" Neighborhood Commercial
LAND USE	Local Retail Commercial
SALE PRICE	$750,000
LAND SIZE	13,560 square feet
UNITS OF COMPARISON	$55.13 per square foot of land
PARCEL CONTROL NO.	08 43 45 28 10 004 0050
CONDITIONS OF SALE	Financing provided by SouthTrust Financial LLC in the amount of $650,000 as a blanket mortgage for four properties owned by the grantee. Arm's length transaction.
CONFIRMED	Jerron Kelley, attorney for grantee
COMMENTS	This property is in the block to the west of the new Town Square development. It is adjacent to the west of the United States Post Office branch. The property is improved with a small commercial building containing 864 square feet, constructed in 1970. Future plans for the property have not been revealed.



Land Sale 1
126 W Boynton Beach Blvd.

Town Square Project

Land Sale 2
202 E Boynton Beach Blvd.

Appraised Property

LAND SALES

SALE NO.	2
LEGAL DESCRIPTION	The west 89 feet of Lots 7, 8, 9 and 10, Block 3, TOWN OF BOYNTON Fla., Plat Book 1, page 23, Palm Beach County, FL, less part of Lot 10, plus 20 feet of the abandoned alley lying south of the described property
RECORDED	O. R. Book 30337, Page 731
GRANTOR	Gloria Weiss Realty, LLC
GRANTEE	202 East Boynton Beach Blvd LLC
DATE OF SALE	December 19, 2018
LOCATION	202 E Boynton Beach Boulevard Boynton Beach, FL
ZONING	"C-3" Community Commercial
LAND USE	Local Retail Commercial
SALE PRICE	$835,000
LAND SIZE	12,898 square feet
UNITS OF COMPARISON	$64.74 per square foot of land
PARCEL CONTROL NO.	08 43 45 28 03 003 0091
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Gloria Weiss, grantor
COMMENTS	This property is in the block to the east of the new Town Square development. It was improved when sold with a commercial building used as a funeral home containing 3,000 square feet, constructed in 1952. The buyer remodeled the building to be used for a medical marijuana dispensary called One Plant.

LAND SALES

SALE NO.	3
LEGAL DESCRIPTION	Lot 112 and the East 25 feet of Lot 113, Block "A", less the south 10 feet, BOYNTON HILLS, Plat Book 4, page 51, Palm Beach County, FL
RECORDED	O. R. Book 31124, Page 1508
GRANTOR	Jeannette Molina
GRANTEE	Gracey Properties LLC
DATE OF SALE	December 26, 2019
LOCATION	219 W Boynton Beach Boulevard Boynton Beach, FL
ZONING	"C-2" Neighborhood Commercial
LAND USE	Local Retail Commercial
SALE PRICE	$400,000
LAND SIZE	7,514 square feet
UNITS OF COMPARISON	$53.23 per square foot of land
PARCEL CONTROL NO.	08 43 45 21 07 001 1120
CONDITIONS OF SALE	Financing provided by First Citizens Bank & Trust in the amount of $320,000 at the market rate of interest. Arm's length transaction.
CONFIRMED	Kristina Reed, attorney for grantee
COMMENTS	The property is improved with a single family residence constructed in 1945, containing 1,217 square feet of building area. Future plans for the property have not been revealed.

LAND SALES

SALE NO.	4
LEGAL DESCRIPTION	Lots 23, 24 & 25, Block 2, less part for road, BOYNTON PLACE, Plat Book 11, page 40, Palm Beach County, FL
RECORDED	O. R. Book 31163, Page 422
GRANTOR	Michael and Ina Bornstein
GRANTEE	L G Import-Export Inc.
DATE OF SALE	January 10, 2020
LOCATION	724 North Federal Highway Boynton Beach, FL
ZONING	"C-4", General Commercial
LAND USE	General Commercial
SALE PRICE	$750,000
LAND SIZE	14,087 square feet
UNITS OF COMPARISON	$53.24 per square foot of land
PARCEL CONTROL NO.	08 43 45 22 03 002 0230
CONDITIONS OF SALE	Cash sale. Arm's length transaction.
CONFIRMED	Ina Bornstein, grantor
COMMENTS	The property is used as a car sales lot. It is improved with a commercial building constructed in 1957, containing 887 square feet. The property continues to be used for car sales.

SALE COMPARISON & ADJUSTMENT CHART

SALE NUMBER	SALE DATE	SALE PRICE	Bldg. Size (Sq.Ft.)	Land Size (Sq.Ft.)	Bldg. Condition	SITE ZONING	*Transactional Adjustments* Market ("Time") (3%/yr.)	Partial Adjusted Price	*Property Adjustments* Contrib. Value of Improvements	Final Adjusted Price	Final Adjusted Price per Square Foot
1											
126 W. Boynton Beach Blvd.	3/11/2019	$750,000	864	13,560	Average	"C-2"	$30,000	$780,000	$0	$780,000	$57.52
Boynton Beach, Florida		$55.31/SF	Blt. 1970	0.3133 ac			Inferior + 4.00%		Equual		
2											
202 E. Boynton Beach Blvd.	12/19/2018	$835,000	3000	12,898	Good	"C-3"	$37,575	$872,575	**($174,515)**	$698,060	$54.12
Boynton Beach, Florida		$64.74/SF	Blt. 1952	0.2961 ac			Inferior + 4.50%		Superior - 20%		
3											
219 W. Boynton Beach Blvd.	12/10/2019	$400,000	1217	7,514	Poor	"C-2"	$6,000	$406,000	$0	$406,000	$54.03
Boynton Beach, Florida		$53.24/SF	Blt. 1945	0.1725 ac			Inferior + 1.50%		Equal		
4											
724 N Federal Hwy	1/12/2020	$750,000	887	14,087	Average	"C-4"	$11,250	$761,250	$0	$761,250	$54.04
Boynton Beach, Florida		$53.24/SF	Blt. 1957	0.3234 ac			Inferior + 1.50%		Equal		
SUBJECT	**Value Date**	**Value**									**SUBJECT**
401, 407 & 411 E. B.Bch. Blvd.	**7/23/2020**	**$917,000**	**5396**	**16,692**	-----	**"C-3"**	-----	-----	-----	-----	**$54.93**
Boynton Bech, Florida			Blt. 1958-1960	**0.3832 ac**							(Equal Weight)

SALES COMPARISON APPROACH

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.

Highest and best use for the appraised property is to redevelop the land with a small, multi-bay retail center. Until the property owner is ready for the new project and the revitalization of the market area accelerates, the property as-is could be used for an interim period. Nevertheless, the majority of the value of the appraised property is in the land with a small contributory value of the improvements until the impending end of their economic lives. Land size of the subject three lot site is 16,692 square feet; zoning is "C-3", Community Commercial District.

A search was made to find recent sales of properties in the immediate subject market area with the majority of the sale price attributable to the land, with a small contributory value of the existing improvement. A property-by-property search was conducted along Boynton Beach Boulevard and US Highway 1. Of the sales reviewed, the four that are more similar to the subject are included in this appraisal. Details of the transactions are on the sale sheets and chart.

The unit of comparison used by buyers and sellers of this of property is the Sale Price per Square Foot of Land including building. The range of unit prices of the sales is from $53.24 to $64.74 per square foot, before adjustment.

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.*

(Continued)

SALES COMPARISON APPROACH
(Continued)

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 land sales were all conveyances of fee simple interests without leases. 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.

Sales 2 and 4 were cash transactions. Since third party financing is readily available, Sales 1 and 3 took advantage of this condition and gave mortgages to financial entities. Loan to price ratios are 87% and 80%, respectively. Reportedly, there were no inducements to accept the financings. 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.

None of the land sales are transactions by lenders after foreclosures of prior mortgages on the properties. Conditions of sale for all of the transfers were 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.

(Continued)

There is an upward trend in real estate prices in the subject market area due the revitalization supported by the Boynton Beach Community Redevelopment Agency and to scarcity of developable parcels. The upward trend exceeds the annual inflation rate of 2% per year. Each of the land sales is adjusted upward 3% annually 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 road frontage, access, proximity to other competing properties, proximity to a market that will use the goods and services housed in a property, governmental influences, average daily traffic flow, etc. Typically, properties in a neighborhood share some of the same locational characteristics such as age, condition, and style.

The appraised property and the sale properties are in the Boynton Beach Community Redevelopment area fronting the main roads in the market area. They are in the Transit Oriented Development (TOD) District with a possibility of a 20% density bonus for residential units if certain conditions are met. They all still carry the "C", Commercial zoning and have yet to be rezoned to "MU", Mixed Use. The property concerned is in the "C-3" district with a minimum size of 15,000 square feet, which it meets, hastening it to the ready-to-be-redeveloped phase of its life cycle.

There are some differences among the sales and the subject; however, they are not significant enough to make quantitative adjustments for this element of comparison.

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 property in question and the sales are small commercial facilities. The improvements still exist, though they have low contributory value to the properties as a whole. The majority of the value is in the land. The amount of the improvement's contributory value is the aspect of physical characteristics which affects price. When the properties are redeveloped the buildings will most probably be demolished, except for Sale 2. It has the largest building in the data set of 3,000 square feet and of a more substantial construction. Rather than demolishing the structure and constructing a new one, the buyer renovated it from a memorial chapel to a cannabis dispensary. Sale 2 is superior to the other sales and the subject for physical characteristics due to its building's greater percentage of contributory value to the whole property.

(Continued)

SALES COMPARISON APPROACH
(Continued)

Sale 2 is adjusted downward 20% for this factor (equating to about $58.00 per square foot of building area, 50% depreciated). No adjustments are made to the other sales for this element of comparison because their physical conditions are similar to the subject's.

Use

For sites to be comparable, they should have similar uses. Future uses for the subject and sales are for small commercial projects as stand-alone properties. If assembled with adjacent properties, there is the possibility of future mixed use projects with retail and/or office on the ground floor and residential on the upper floors. No adjustment is called for this element of comparison.

FINAL VALUE OPINION

Following is a summary of the square foot unit sale prices for the four sales:

Sale No.	Sale Price per Square Foot
1	$57.52
2	$54.12
3	$54.03
4	$54.04

The range of adjusted unit prices is from $54.03 to $57.52 per square foot of land including building. With adjustments having already been made for differences which affect price, equal weight is placed on each of the adjusted unit prices. Considering the foregoing discussion, the unit value for the subject is in the mid-range of the of the adjusted unit sale prices at $54.93 per square foot.

The quantity of the comparable data is sufficient to have an overview of the market for sites with older, remaining improvements located on the main arteries in downtown Boynton Beach. The quality of the data is good in that it provides a sound basis to develop an opinion of value for the land under appraisement. Based on the analysis and conclusions presented within the report, it is our opinion that the Market Value of the Fee Simple Estate of the Subject Property as of June 23, 2020 is:

$54.93/sq.ft. of land with building x 16,692 square feet of land = **$917,000**

NINE HUNDRED SEVENTEEN THOUSAND DOLLARS

CERTIFICATION

I certify that, to the best of my knowledge and belief, the statements contained in this report are true and correct.
The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
I have no present or prospective interest in the property that is the subject of this report, and I have no bias or personal interest with the parties involved.
The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

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 Appraisal Practice of the Appraisal Institute. The analyses, opinions and conclusions were also developed and the report prepared in conformity with the Uniform Standards of Professional Appraisal Practice, which is included in the Appraisal Institute's Standards, and Chapter 475, Part II F.S.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. The use of this report is (*also*) subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.

I have visited the property that is the subject of this report on June 12, 2020.

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 report.

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 requirements of the continuing education program of the Appraisal Institute. Continuing educational requirements are also completed for the American Society of Appraisers and the State of Florida.



June 23, 2020

Jesse B. Vance, Jr., MAI, SRA, ASA
Florida State-Certified General Real Estate Appraiser No. RZ-85



June 23, 2020

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 visited 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.
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. Improvements, if any, are those noted and reported on the date of inspection.
9. The value or values estimated apply 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.
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. The existence of potentially hazardous material used in the construction or maintenance of buildings, such as the presence of urea formaldehyde foam insulation, and/or existence of toxic waste, which may or may not be present on the property, has not been considered. Additionally, 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 were responsible for the analyses, conclusions, and opinions of real estate set forth in this report. (No one else provided significant professional assistance to the report signers).
16. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property would reveal that the property is not in compliance with one or more of the requirements of the act, which could reduce property value.
17. Prospective value estimates are based on current conditions and trends. The appraisers cannot be held responsible for unforeseeable events that might alter market conditions upon which market value has been estimated.
18. The appraisers certify that they have the knowledge and experience required to perform this appraisal assignment.
19. The appraiser reserves the right to amend or change this report at any time additional market information is obtained which would significantly affect the value opinion.



Jesse B. Vance, Jr., MAI, SRA, ASA
State-Certified General Real Estate Appraiser No. RZ 85 June 23, 2020



Claudia Vance, MAI
State-Certified General Real Estate Appraiser No. RZ 173 June 23, 2020

ADDENDA

C. *C-3 Community Commercial District.*

1. General.

a. Purpose and Intent. The purpose of the C-3 zoning district is to implement the local retail commercial (LRC) future land use map (FLUM) classification of the Comprehensive Plan. The intent of this conventional district is to encourage the development or use of property for appropriate intensive retail commercial uses providing for a wide range of goods and services, located along major thoroughfares. The C-3 district allows a maximum density of eleven (11) dwelling units per acre; however, all residential developments must adhere to the R-3 district building and site regulation in accordance with Section 2.F. above.

b. Prerequisite Location Standard. In reaching recommendations and decisions as to zoning land to C-3, the advisory board and City Commission shall apply the following location standards, in addition, to the standards applicable to the rezoning of land generally:

(1) Centrally and accommodating multiple neighborhoods; and

(2) Abutting to at least one (1) major thoroughfare.

2. Use(s) Allowed. See "Use Matrix Table 3-28" in Chapter 3, Article IV, Section 3.D.

3. Building and Site Regulations (Table 3-16). No building or portion thereof shall be erected, constructed, converted, established, altered, enlarged or used unless the premises and buildings shall comply with the following regulations:

BUILDING/SITE REGULATIONS C-3 District	
Minimum lot area:	15,000 s.f.
Minimum lot frontage:	75 feet
Minimum yard setbacks:	
Front:	20 feet[1]
Rear:	20 feet[2]
Abutting: Residential district(s)	30 feet
Interior side:	0 feet[1,3]
Abutting: Residential district(s)	30 feet[1]
Corner side:	20 feet[1]
Abutting: Residential district(s)	30 feet[1]
Maximum lot coverage:	40%
Maximum Floor Area Ratio (FAR)	0.50[4]

Maximum structure height:	45 feet[5]

[1] Reduced setbacks will be applied to property located within the Urban Commercial District Overlay Zone, Section 8.C. below.

[2] Where rear yard access is available from a public street or alley, rear yard may be decreased by one-half (1/2) the width of such street or alley, but in no case shall a rear yard be less than ten (10) feet.

[3] Where rear access is not available from a public street or alley, a side yard of not less than fifteen (15) feet shall be provided on one (1) side.

[4] A floor area ratio (FAR) up to 0.50 may be considered for local retail commercial uses allowed within the C-3 district (see "Use Matrix" – Chapter 3, Article IV, Section 3.D.), pursuant to the local retail commercial future land use classification of the Comprehensive Plan.

[5] Not to exceed four (4) stories.

4. Review and Approval Process.

a. Single-family and duplex dwellings and accessory uses thereto shall be allowed upon application to and approval by the Building Official for structures that require a building permit pursuant to Chapter 2, Article IV, Section 2.

b. Community and common areas, such as recreational areas, landscape buffers and tracts, and project signage may be subject to site plan review.

c. Non-residential uses shall require site plan approval in accordance with Chapter 2, Article II, Section 2.F. prior to application for building permit.

5. Parking. Required off-street parking is regulated in accordance with Chapter 4, Article V, Minimum Off-Street Parking Requirements.

6. Exterior Storage of Merchandise and Equipment. See Chapter 3, Article V, Section 8 for the regulations pertaining to the permanent exterior storage of merchandise and equipment.

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 2020-2021 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;*

(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 th 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 professional within the meaning of 95,11(4)(a).

(g) "Board" means the Florida Real Estate Appraisal Board established under this section.

(h) "**Certified General Appraiser**" means a person who is certified by the department **as qualified to issue appraisal reports for any type of real property**

(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.

Vance Real Estate Service



Jesse B. Vance, Jr., MAI, SRA, ASA, MBA

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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 35 years. Currently registered in "SAM" (U.S. Government System for Award Management – DUNS 826494957). 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
Currently registered in "SAM" (U.S. Government System for Award Management).

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)

BACHELOR OF ARTS - Earlham College, Richmond, Indiana (1954)

MBA (Nova University) - Real Estate Management & Development (National Dean's List 1991)

Course 1 (AIREA) - Basic Principles of Appraising
Course 2 (AIREA) - Urban Property Valuation (Income)
Course 4 (AIREA) - Condemnation Appraising
Course 6 (AIREA) - Income Capitalization & Analysis
Course 101 (SREA) - Introduction to Appraising
Course 201 (SREA) - Income Property Valuation, Theory
Course 202 (SREA) - Applied Income Property Valuation
Course 301 (SREA) - Applications/Appraisal Analysis
Symposium (SREA) - Market Analysis, 1978, Virginia
Symposium (SREA) - Market Analysis, 1979, Arizona
Symposium (SREA) - Market Analysis, 1980, South Carolina
Symposium (SREA) - Market Analysis, 1981, Tennessee
Symposium (SREA) - Market Analysis, 1982, New Mexico
Symposium (SREA) - Market Analysis, 1983, Pennsylvania
Symposium (SREA) - Market Analysis, 1984, Georgia
Symposium (SREA) - Market Analysis, 1985, Vancouver, B.C.
Symposium (SREA) - Market Analysis, 1986, New Jersey
Clinic (SREA) - #201 Instructor, 1987, U. of Illinois
Clinic (SREA) - #201 Instructor, 1988, Illinois
Seminar (SREA) - Professional Practice, 1988, Florida
Symposium (SREA) - Market Analysis, 1988, California
Symposium (SREA) - Market Analysis, 1989, Minnesota

MBA Graduate School Courses: 1990 – 1991

Successfully completed the following graduate school courses:

- "Regulation of Real Estate Development"
- "Real Properties Management"
- "Legal Issues In Real Estate"
- "Market Analysis and Site Selection"
- "Organizational Behavior and Management""
- "Human Resource Management"
- "Real Estate Economics"
- "R. E. Finance: Instruments, Institutions & Investment Analysis"
- "Urban Infrastructure & Environmental Analysis"
- "Real Estate Accounting"
- "Marketing Management for Real Estate"
- "Commercial Real Estate Lending"
- "Construction Technology and the Building Development Process"

SEMINAR (AI) - Cost Approach (1992/Boston)
SEMINAR (AI) - Rates & Ratios (1992/Boston)
SEMINAR (AI) - International Appraising (1992/Boston)
SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
SEMINAR (AI) - ADA ACT (1993/Reno)
SEMINAR (AI) - Hotel Valuation (1993)
SEMINAR (AI) - Income Capitalization, Methods (1993)
SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
SEMINAR (AI) - Verifying Market Data (1994)
SEMINAR (AI) - Market Studies for Appraisals (1994)
SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)

E)EDUCATIONAL BACKGROUND - (Partial List, continued)

SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)
SEMINAR (AI) - Public Safety & Property Values (1995)
SEMINAR (AI) - Outparcel Valuation (1995)
SEMINAR (AI) - Computer Technology Video Conference (1995)
SEMINAR (AI) - The Internet & the Appraiser (1996)
SEMINAR (AI) - Florida Commercial Construction (1996)
SEMINAR (AI) - Real Property Rights in Florida (1996)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)
SEMINAR (AI) - Valuation of Trees (1997)
3-DAY COURSE - Environmental Permitting/Mitigation/Mitigation Banking/Contamination Risk Management-Liability/Wetlands/ Hazardous Wastes/Lender Liability (1997/Marco Beach. FL)
SEMINAR (AI) - Valuation of Transferable Development Rights [TDR's] (1997)
COURSE (AI) - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)
SEMINAR (AI) - Non-Conforming Uses (1998)
SEMINAR (AI) - The Impact of Contamination on Real Estate Value (1998)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1998)
SEMINAR (AI) - Econometrics/Statistical Valuation Methods (1999)
COURSE (AI) - 14 Hour (2-day) Advanced Spreadsheet Modeling for Valuation Applications
SEMINAR (AI) - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)
SEMINAR (AI) - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)
SEMINAR (AI) - Technology Forum Part II/Intermediate (1999)
SEMINAR (AI) - Client Satisfaction/Retention/Development (1999)
SEMINAR (AI) - Attacking and Defending an Appraisal (1999)
SEMINAR (AI) - Federal Appraisal Requirements ("Yellow Book") (2000)
SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)
SEMINAR (AI) - Analyzing Income Producing Properties (2000)
SEMINAR (ATIF) - 1031 Tax Deferred Exchanges (2000)
COURSE (AI) - USPAP & Florida Real Estate Core Law (2000)
SEMINAR (AI) - Mediation & Alternate Dispute Resolution Seminar (2001)
SEMINAR (AI) - State of the Appraisal Profession (2001)
2-Day SEMINAR - Eminent Domain, by CLE International, Tampa, Florida (2001)
SEMINAR (AI) - Ad Valorem Assessment Process in Florida (2002)
SEMINAR (AI) - Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI) - Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
SEMINAR (AI) - How to Appraise the Ugly House (2002)
COURSE (AI) - 2-Day Course #430, Standards of Professional Practice, Part C (2002)
SEMINAR (AI) - Market Trends for 2003 (2003)
SEMINAR (AI) - Update on Code of Professional Ethics (2003)
PANEL (AI) - Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
SEMINAR (AI) - Florida State Law for Real Estate Appraisers (2003)
SEMINAR (AI) - Appraisal Agreements (2003)
SEMINAR (AI) - Analyzing Distressed Real Estate (2004)
SEMINAR (AI) - Valuation for Financial Reporting Purposes (2004)
SEMINAR (AI) - 7 Hour National USPAP Update Course #1400 (2004)
SEMINAR (AI) - Inverse Condemnation (2004)
SEMINAR (AI) - Appraiser Independence in the Loan Process (2004)
SUMMIT (AI) - Moderator at 2-day Appraisal Summit in Washington, D.C. (12/2004)
SEMINAR (AI) - Loss Prevention Program for Real Estate Appraisers (2005)
SEMINAR (AI) - Valuation of Wetlands (7/2005)
SEMINAR (AI) - Tri-County Residential Symposium (8/2005)
SEMINAR (AI) - "Cool Tools" Internet Resources and Use for Valuation (2/2006)
SEMINAR (AI) - FREAB 7-Hour National USPAP Update (5/2006)
SEMINAR (AI) - FREAB 3-Hour Florida State Law for Real Estate Appraisers (5/2006)
SEMINAR (AI) - USPAP Scope of Work & New Requirements (8/2006)
SEMINAR (AI) - USPAP Reappraising, Readdressing & Reassigning Appraisal Reports (2/2007)
SEMINAR (AI) - AI Summary Appraisal Report/Residential (4/07)
COURSE (Fla.) -14-Hour Continuing Education (including 3-Hour Florida Core Law) (7/2007)
SEMINAR (AI) - Real Estate Fraud: Appraisers Beware! (8/2007)
SEMINAR (AI) - Florida Law for Real Estate Appraisers (11/2007)
COURSE (AI) - Business Practices and Ethics – 8 hours (12/2007)
SEMINAR (AI) - Supervisor Trainee Roles and Rules (2/2008)
SEMINAR (AI) -7 Hour National USPAP (4/2008)
SEMINAR (AI) - USPAP Hypothetical Conditions & Extraordinary Assumptions (5/2008)
SEMINAR (AI) - Litigation Skills for the Appraiser – 7-Hour Seminar (9/2008)
SEMINAR (AI) - Public Sector Appraising (2/2009)

E) EDUCATIONAL BACKGROUND - (Partial List, continued)

WEBINAR (AI) - Develop an Effective Marketing Plan (3/2009)
SEMINAR (AI) - Inspecting the Residential "Green House" (4/2009)
SEMINAR (AI) - Property Tax Assessment (5/2010)
SEMINAR (AI) - Supervisor Trainee Roles and Rules (7/2010)
SEMINAR (AI) - Florida Law for Real Estate Appraisers (7/2010)
SEMINAR (AI) - 7-Hour Introduction to Valuation for Financial Reporting – Chicago (5/2009)
SEMINAR (AI) - Government Regulations & Their Effect on R.E. Appraising (8/2009)
SEMINAR (AI) - R.E.Market: How We Got Here, Where We Are, Where We're Going (10/2009)
SEMINAR (AI) - 7 Hour National USPAP Update Course (10/1/2010)
COURSE (AI) - 7 Hour Introduction to Conservation Easement Valuation (12/10/2010)
SEMINAR (AI) - The Real Estate Market (2/18/2011)
COURSE (AI) - 16 Hours Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book") (2/25-26/2011)
WEBINAR (AI) - Real Estate Industry Perspectives on Lease Accounting (4/7/2011)
COURSE (AI) - 15 Hour Appraisal Curriculum Overview (5/19-20/2011)
WEBINAR (AI) - 2-hour Investment Property Accounting Standards (6/8/2011)
SEMINAR (AI) - 3 Hour Spotlight on USPAP – Agreement for Services (7/15/2011)
COURSE (AI) - 14 Hours (2-day) Advanced Excel Spreadsheet Modeling for Valuation Applications (9/22 & 9/23/2011)
SEMINAR (AI) - Trial Components (11/4/11)
SEMINAR (AI) - Lessons from the Old Economy Working in the New (1/20/2012)
7-Hour USPAP - National USPAP Update (3/9/2012)
3-Hour Fla. Law - State Law Update (3/9/2012)
SEMINAR (AI) - Appraisal Review for General Appraisers (4/12/2012)
SEMINAR (AI) - Land Valuation (4/20/2012)
SEMINAR (AI) - The Valuation of Warehouses (6/22/2012)
SEMINAR (AI) - Town Hall Meeting: 2012 Appraisal Institute Forum (7/12/2012)
SEMINAR (AI) - IRS Valuation (7/19/2012)
SEMINAR (AI) - 7 Hour Business Practices and Ethics Course (12/7/2012)
SEMINAR (AI) - Real Estate Forecast 2013 (1/25/2013)
COURSE (AI) - 7 Hour Advanced Marketability Studies (5/6/2013)
SEMINAR (AI) - Developing a Supportable Workfile (11/15/2013)
SEMINAR (AI) - Florida Appraisal Law Course (2/7/2014)
SEMINAR (AI) - Liability Issues for Appraisers performing Litigation & Non-Lending Work (2/24/2014)
COURSE (AI) - 7 Hour National USPAP Update Course (4/25/2014)
SEMINAR (AI) - Economic Conditions (5/16/2014)
SEMINAR (AI) - Fundamentals of Going Concerns (7/16/2014)
SEMINAR (AI) - Litigation Assignments for Residential Appraisers (7/24/2014)
SEMINAR (AI) - Economic Engines of Miami-Dade County, Florida (1/23/2015)
SEMINAR (AI) - Economic Engines Driving Broward County, Florida (5/15/2015)
3-Hour Fla.Law - Florida Real Estate Broker 14-hour Continuing Education Course (incl. 3 hour core law) with exam (9/2015)
SEMINAR (AI) - Drone Technology & its Effect on Real Estate Valuations (11/2015)
SEMINAR (AI) - Loss Prevention for Real Estate Appraisers (1/22/2016)
COURSE (AI) - 7-Hour National USPAP Update Course (4/22/2016)
SEMINAR (AI) - 3-Hour Florida Appraisal Law (4/22/2016)
SEMINAR (AI) - 4-Hour Appraisals in the Banking Environment (5/6/2016)
SEMINAR (AI) - Appraising the Tough One: Mixed Use Properties (8/19/2016)
SEMINAR (AI) - 4-Hour Business Practices & Ethics (12/02/2016) 5-Year Requirement
WEBINAR (AI) - 2-Hour Yellow Book Changes – Overview for Appraisers (1/11/2017)
SEMINAR (AI) - 3-Hours Economic Engines Driving Broward County in 2017 (1/27/2017)
COURSE (AI) - 7-Hours: Introduction to Green Buildings Principles & Concepts (2/24/2017)
COURSE (AI) - 4 Hours: Another View of the Tough One: Sales Comparison Approach for Mixed-Use Properties (5/19/2017)
SEMINAR (AI) - 4 Hours: Appraising for Federal Office of Valuation Services & Yellow Book Review (8/18/2017)
COURSE (BR) - 14 Hours Real Estate Continuing Education, including 3-Hour Florida Real Estate Core Law (9/13/2017)
COURSE (AI) - 4-Hours: 2-4 Unit Small Residential Income Property Appraisals (11/3/2017)
COURSE (AI) - 15 Hours "Yellow Book" Uniform Appraisal Standards for Federal Land Acquisitions – Passed Exam (11/10/2017)
SEMINAR (AI) - 3 Hours "Hot Topics and Myths in Appraiser Liability" (1/26/2018)
COURSE (AI) - 7-Hour National USPAP Update Course (2/9/2018)
SEMINAR (AI) - 3 Hours Florida Appraisal Law (2/9/2018)
SEMINAR (AI) - 3 Hours "Parking Impact on Florida Properties" (5/4/2018)
SEMINAR (AI) - 4 Hours "Technology Tips for Real Estate Appraisers" (9/21/2018)
SEMINAR (AI) - 3 Hours "Airport Appraisals) (01/25/2019)
SEMINAR (AI) - 4 Hours "Understanding an Investigation by a State Appraiser Regulatory Board or Agency (5/17/2019)
SEMINAR (AI) - The 50% FEMA Appraisal Rule (8/23/2019)
COURSE (BR) - 14 Hours Required Education (8 hrs. Specialty Education; 3 hrs. Core Law; 3 hrs. Business Ethics (9.3.2019)
SEMINAR (AI) - Artificial Intelligence, AVMs, and Blockchain: Implications for Valuation. (1/24/2020)

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

Appraiser · Real Estate Analyst · Reviewer
Vance Real Estate Service · 7481 NW 4 Street · Plantation · FL · 33317
Office: 954·583·2116 Cell: 954·647·7148 Email: vanceval@att.net
Web Site: www.vancerealestateservice.com

Vance Real Estate Service is a Veteran-Owned Small Business (VOSB) and Florida Certified SDVBE Minority Business Enterprise specializing in personalized real estate valuation services in Florida for over 35 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: 35+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; 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, Deerfield Beach, Tamarac, Oakland Park, Wilton Manors, Davie, Hollywood, 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

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:

Symposium (SREA) - Market Analysis, 1983, Philadelphia
Symposium (SREA) - Market Analysis, 1984, Atlanta
Symposium (SREA) - Market Analysis, 1985, Vancouver
Symposium (SREA) - Market Analysis, 1986, Atlantic City
Symposium (SREA) - Market Analysis, 1988, Los Angeles
SEMINAR (AI) - Cost Approach (1992/Boston)
SEMINAR (AI) - Rates & Ratios (1992/Boston)
SEMINAR (AI) - International Appraising (1992/Boston)
SEMINAR (AI) - Litigation Valuation/Mock Trial (1993)
SEMINAR (AI) - ADA ACT (1993/Reno)
SEMINAR (AI) - Hotel Valuation (1993)
SEMINAR (AI) - Income Capitalization, Methods (1993)
SEMINAR (AI) - Powerlines/Electromagnetic Radiation (1994)
SEMINAR (AI) - Verifying Market Data (1994)
SEMINAR (AI) - Market Studies for Appraisals (1994)
SEMINAR (AI) - Florida Appraiser Core Law (USPAP/1994)
SEMINAR (AI) - Limited Appraisals & Reports (USPAP/1994)
SEMINAR (AI) - Public Safety & Property Values (1995)
SEMINAR (AI) - Outparcel Valuation (1995)
SEMINAR (AI) - Computer Technology Video Conference (1995)
SEMINAR (AI) - The Internet & the Appraiser (1996)
SEMINAR (AI) - Florida Commercial Construction (1996)
SEMINAR (AI) - 1996 Data Exchange (1996)
SEMINAR (AI) - Real Property Rights in Florida (1996)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1996)
SEMINAR (AI) - Valuation of Trees (1997)
SEMINAR (AI) - Valuation of Transferable Development Rights [TDR's] (1997)
COURSE (AI) - Standards of Professional Practice, Part C, 15 hour Course #430 (1997)
SEMINAR (AI) - Non-Conforming Uses (1998)
SEMINAR (AI) - The Impact of Contamination on Real Estate Value (1998)
COURSE (AI) - USPAP & Florida Real Estate Core Law (1998)
SEMINAR (AI) - Econometrics/Statistical Valuation Methods (1999)
SEMINAR (AI) - Globalization of Real Estate/What U.S. Appraisers Need to Know (1999)
SEMINAR (AI) - The Role of the Appraiser in Alternative Dispute Resolution (Mediation/Arbitration) (1999)
SEMINAR (AI) - Technology Forum Part II/Intermediate (1999)
SEMINAR (AI) - Client Satisfaction/Retention/Development (1999)
SEMINAR (AI) - Attacking and Defending an Appraisal (1999)
SEMINAR (AI) - Federal Appraisal Requirements (2000)
SEMINAR (AI) - Regression Analysis in Appraisal Practice: Concepts & Applications (2000)

H) EDUCATIONAL BACKGROUND (Continued)

SEMINAR (AI)	- Analyzing Income Producing Properties (2000)
COURSE (AI)	- USPAP & Florida Real Estate Core Law (2000)
SEMINAR (AI)	- Mediation & Alternate Dispute Resolution Seminar (2001)
SEMINAR (AI)	- State of the Appraisal Profession (2001)
SEMINAR (AI)	- Ad Valorem Assessment Process in Florida (2002)
SEMINAR (AI)	- Role of Real Estate Appraisers in Bankruptcy Proceedings (2002)
SEMINAR (AI)	- Appraisers & the Gramm-Leach-Bliley Federal Privacy Act (2002)
SEMINAR (AI)	- How to Appraise the Ugly House (2002)
COURSE (AI)	- 2-Day Course #430, Standards of Professional Practice, Part C (2002)
SEMINAR (AI)	- Market Trends for 2003 (2003)
SEMINAR (AI)	- Update on Code of Professional Ethics (2003)
PANEL (AI)	- Moderator "Industry, Consumer & Congressional Views on Predatory Lending" D.C. (2003)
SEMINAR (AI)	- Florida State Law for Real Estate Appraisers (2003)
SEMINAR (AI)	- Appraisal Agreements (2003)
SEMINAR (AI)	- Analyzing Distressed Real Estate (2004)
SEMINAR (AI)	- Valuation for Financial Reporting Purposes (2004)
SEMINAR (AI)	- National USPAP Course (2004)
SEMINAR (AI)	- Inverse Condemnation (2004)
SEMINAR (AI)	- Loss Prevention (2005)
SEMINAR (AI)	- Single Family Fraud Awareness (2005)
SEMINAR (AI)	- Guide to the new URAR form (2005)
SEMINAR (AI)	- Technologies for Real Estate Appraisers (2006)
SEMINAR (AI)	- The Appraiser's Role in New Urbanism (2006)
SEMINAR (AI)	- National USPAP Update (2006)
SEMINAR (AI)	- Florida State Law for Real Estate Appraisers (2006)
SEMINAR (AI)	- Scope of Work and the New USPAP Requirements (2006)
SEMINAR (AI)	- Energy Star and the Appraisal Process (2006)
SEMINAR (AI)	- Reappraising, Readdressing, and Reassigning Appraisals (2007)
SEMINAR (AI)	- Real Estate Fraud (2007)
SEMINAR (AI)	- Forecasting Revenue (2007)
SEMINAR (AI)	- Florida Law for Real Estate Appraisers (2007)
COURSE (AI)	- Business Practice and Ethics #420 (2007)
SEMINAR (AI)	- Supervisor – Trainee Roles and Rules (2008)
COURSE (AI)	- 7 Hour National USPAP Update #400 (2008)
SEMINAR (AI)	- Hypothetical Conditions and Assumptions (2008)
SEMINAR (AI)	- Real Estate Economy (2008)
SEMINAR (AI)	- Public Sector Appraising (2009)
SEMINAR (AI)	- Inspecting the residential "green" house (2009)
WEBINAR (AI)	- Value for Financial Reporting (2009)
SEMINAR (AI)	- The Real Estate Market in 2009
SEMINAR (AI)	- New Government Regulations (2009)
SEMINAR (AI)	- Property Tax Assessment (2010)
SEMINAR (AI)	- 7 Hour National USPAP (2010)
SEMINAR (AI)	- Florida Law for Real Estate Appraisers (2010)
SEMINAR (AI)	- Supervisor/ Trainee Roles and Rules (2010)
SEMINAR (AI)	- The Real Estate Market (2011)
SEMINAR (AI)	- Uniform Appraisal Standards for Federal Land Acquisitions- "Yellow Book" (2011)
COURSE (AI)	- 15 Hour Appraisal Curriculum Overview (2011)
SEMINAR (AI)	- Spotlight on USPAP – Agreement for Services (2011)
SEMINAR (AI)	- Trial Components (2011)
SEMINAR (AI)	- Lessons from the Old Economy Working in the New (2012)
SEMINAR (AI)	- Appraisal Review for General Appraisals (2012)
COURSE (AI)	- National USPAP Update (2012)
SEMINAR (AI)	- Florida Law (2012)
SEMINAR (AI)	- Land Valuation (2012)
SEMINAR (AI)	- Valuation of Warehouses (2012)
SEMINAR (AI)	- IRS Valuation (2012)
SEMINAR (AI)	- Business Practices and Ethics (2012)
SEMINAR (AI)	- Real Estate Forecast (2013)
SEMINAR (AI)	- Advanced Marketability Studies (2013)
SEMINAR (AI)	- Developing a Supportable Workfile (2013)

H) EDUCATIONAL BACKGROUND (Continued)

SEMINAR (AI)	- Florida Appraisal Law (2014)
SEMINAR (AI)	- Liability Issues for Appraisers performing Litigation & Non-Lending Work (2014)
COURSE (AI)	-7 Hour National USPAP Update Course (2014)
SEMINAR (AI)	- Florida Law (2014)
SEMINAR (AI)	- New Real Estate Economy (2014)
SEMINAR (AI)	- Economic Engines of Miami-Date County (2015)
SEMINAR (AI)	- Economic Engines of Broward County (2015)
SEMINAR (AI)	- Tightening the Appraisal (2015)
SEMINAR (AI)	- Evaluating Commercial Construction (2015)
SEMINAR (AI)	- Drone Technology (2015)
SEMINAR (AI)	- Loss Prevention for Appraisers (2016)
COURSE (AI)	- 7 Hour National USPAP Update (2016)
SEMINAR (AI)	- Florida Law (2016)
SEMINAR (AI)	- Redefining the Appraisal & Its Role in an Evolving Banking Environment (2016)
SEMINAR (AI)	- The Tough One, Mixed use properties (2016)
SEMINAR (AI)	- Business Practices & Ethics (2016)
SEMINAR (AI)	- Economic Engines Driving Broward County (2017)
SEMINAR (AI)	- Introduction to Green Buildings & passed exam (2017)
SEMINAR (AI)	- Another View of the Tough Ones (2017)
SEMINAR (AI)	- Appraising for the Office of Valuation Services, Department of the Interior (2017)
SEMINAR (AI)	- Case Studies in Appraising Green Residential Buildings & passed exam (2017)
SEMINAR (AI)	- Uniform Appraisal Standards for Federal Land Acquisitions & passed exam (2017)
SEMINAR (AI)	-Hot Topics & Myths in Appraiser Liability (2018)
COURSE (AI)	- 7 Hour National USPAP Update (2018)
SEMINAR (AI)	- Florida Law (2018)
SEMINAR (AI)	-Parking & Its Impact on Florida Properties (2018)
SEMINAR (AI)	-What's New in Residential Construction (2018)
SEMINAR (AI)	-Valuation Resources for Solar Photovoltaic Systems (2018)
SEMINAR (AI)	-Technology Tips for Real Estate Appraisers (2018)
SEMINAR (AI)	-Residential & Commercial Valuation of Solar & passed exam (2018)
SEMINAR (AI)	-Airport Appraisals (2019)
SEMINAR (AI)	-Practical Applications in Appraising Green Commercial Properties & passed exam (2019)

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
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

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

OLD BUSINESS

AGENDA ITEM 14.D

SUBJECT:
Continued Discussion and Consideration of Search for the New Executive Director

SUMMARY:
On November 13, 2023, the CRA Board directed staff to advertise the Executive Director position (see Attachment I). The position was advertised on LinkedIn, Florida Redevelopment Association (FRA), Indeed and the BBCRA website. At the December 12, 2023 meeting, the Board approved the following the process, which has been previously utilized by the City of Boynton Beach to fill vacant positions (see Attachment II):

- Once the advertisement is closed, staff will review each resume.
- Staff will compile a binder for each Board Member that will contain a minimum qualification form (see Attachment III) and the resume for each candidate.
- At the next scheduled meeting, the CRA Board will collectively select which candidates are to be interviewed, and staff will schedule interviews with each Board Member separately.
- After the interviews, the CRA Board will discuss the candidates at a special or regular CRA Board Meeting and select the successful candidate, if any.
- If a successful candidate is chosen, the Board may direct staff to enter into contract negotiations with the successful candidate.

The job listing closed on December 31, 2023, with 64 applicants. On March 21, 2024, the CRA Board chose to move forward with Joan Oliva. On April 25, 2024, Joan Oliva sent an email withdrawing her name from the Executive Director position (see Attachment IV).

On May 14, 2024, the CRA Board directed staff to re-advertise and 9 candidates responded, two withdrew interest in the position. At the July 9, 2024 Meeting, the Board tabled this agenda item to the next meeting when the full Board could be present. On August 13, 2024, the CRA Board did not select any candidates to interview and directed staff to re-advertise the position and research options for executive search firms.

The CRA Executive Director position is currently advertised on the websites for the City, CRA, FRA, and International Economic Development Council (IEDC). Additionally, staff reached out to Executive Search Firms for opportunities to piggyback existing agreements or participate in purchasing cooperatives.

FISCAL IMPACT:
FY 2023-2024 General Fund Budget, Executive Department; Line Item #01-51230-100

CRA BOARD OPTIONS:
1. To be determined by the CRA Board.

ATTACHMENTS:

Description

- Attachment I - BBCRA Executive Job Posting
- Attachment II - Executive Staff Hiring Process
- Attachment III - Minimum Qualifications Checklist
- Attachment IV - 04-25-2024 Email from Ms. Oliva

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

TITLE: EXECUTIVE DIRECTOR

REPORTS TO: BBCRA BOARD

SALARY RANGE DEPENDING ON QUALIFICATIONS: $140,000 - $210,000

GENERAL DUTIES:

Position manages the day-to-day operations, for the Boynton Beach Community Redevelopment Agency (BBCRA). The Executive Director is a highly responsible position that oversees a wide variety of redevelopment and economic development activities that include fiscal operations, policy making, capital project administration, BBCRA program management, redevelopment plan implementation, property acquisition, business incentives, new business development, business attraction and retention, special business promotion activities as well as the management and maintenance of BBCRA-owned properties. The Position serves as a liaison to businesses and property owners with the overall goal of enhancing the physical and economic character of the districts. Advanced professional work is focused on revitalization and community enhancement within the BBCRA Districts through redevelopment, capital improvement, and branding.

EXAMPLES OF ESSENTIAL DUTIES:

The examples as listed below are descriptions of essential functions and are not necessarily all inclusive. The omission of an essential function of work does not preclude the BBCRA Board from assigning duties not listed herein. Assigned duties, which are essential function of work not listed herein, are permissible if such functions are a logical assignment to the position.

- Carries out the policies established by the five-member BBCRA Board which oversees the redevelopment of the six BBCRA Districts.
- Oversees the day-to-day agency operations.
- Provides oversight and management of Federal/State Grant programs designed to assist with redevelopment goals within the BBCRA area.
- Provides comprehensive knowledge of redevelopment programs and their financing.
- Develops potential incentive packages, provides market assessments/impacts, and monitors development trends.

- Writes developer requests for proposals for the purpose of disposing of BBCRA land for redevelopment.
- Evaluates and drafts recommended updates and amendments to the BBCRA Plan.
- Attend training sessions and conferences pertaining to BBCRA operations.
- Prepares and manages annual BBCRA budget and compliance monitoring with F.S. Chapter 163 Part III
- Assists with the development of capital projects included in the 2016 Boynton Beach CRA Redevelopment Plan; tracks the economic impact of those projects on Redevelopment activities City-wide.
- Makes public presentations to the BBCRA Board, City Commission and other public/private organizations regarding BBCRA redevelopment, BBCRA business, initiatives, and focus.
- Acts as a technical advisor to the Community Redevelopment Agency Board (City Commission) and BBCRA Advisory Board.
- Prepares and manages BBCRA budget; identifies and accesses funding sources; maintains relationships with funding sources; administers contractual agreements with other governmental agencies.
- Oversees the management and administration of capital projects within the BBCRA districts.
- Promotes and disseminates information about BBCRA activities to stakeholders through media, print and social media; attends and conducts various meeting and presentations.
- Negotiates and administers contracts, incentives, developer agreements, and projects; administers same.
- Assist private developers and business owners with: site planning, zoning, platting, variances, incentives, and other regulatory issues associated with redevelopment and economic development in the BBCRA.
- Attends monthly BBCRA Board meetings and City commission meetings in order to keep abreast of activities and programs, and to provide information and/or answer questions as necessary.
- Represents the BBCRA at community meetings regarding BBCRA matters within the scope of the BBCRA activities.
- Oversees hiring of BBCRA employees, consultants, and experts as provided for in
- the annual budget
- Supervises BBCRA employees, consultants, and special projects.
- Other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of public and private financing and various debt financing mechanisms.
- Knowledge of professional services contracting, bidding procedures, and contract administration.
- Knowledge of the principles of budget administration and financial forecasting.
- Knowledge of business correspondence and report writing.
- Knowledge of the basic functions of Community Redevelopment Agencies.

- Knowledge and experience with Public-Private Partnership developer negotiations and agreements.
- Knowledge of the principles, techniques and objectives of a Community Development Block Grant program and HUD housing programs.
- Knowledge of economic development trends and techniques and the functions, operations and relationships among local, state, and federal agencies related to redevelopment and housing policies.
- Ability to communicate clearly and concisely, orally and in writing.
- Ability to effectively analyze issues and problems and identify optimum solutions.
- Ability to plan, organize, and implement duties and responsibilities defined by desired outcomes and objectives.
- Ability to gain cooperation through discussions and persuasion.
- Ability to use good conflict resolution skills.
- Ability to manage complex problems with multiple stakeholders.
- Ability to interpret and apply the principles, practices, and procedures specified in Florida redevelopment law.
- Ability to interpret and apply applicable Federal, State, and local laws, rules, and regulations related to redevelopment programs.
- Ability to use Windows-based word processing, electronic mail, spreadsheet, and database software.
- An understanding of business attraction including lease negotiations in real estate.
- Ability to take the initiative to complete the duties of the position without the need of direct supervision.
- Ability to establish and maintain effective working relationships.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all City ethics and conflicts of interest policies. A strong understanding of ethical behavior is required.
- Ability to establish and maintain effective working relationships with the general public, co-workers, City officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.
- Ability to maintain regular and punctual attendance.

MINIMUM QUALIFICATIONS:

Bachelor’s degree from an accredited college or university with a major in business, urban planning, finance, construction management or related field and/or have a minimum of five (5) years’ experience in the public/private sector in a progressive city in real estate development, planning, project management, economic development and/or any equivalent combination of training and experience. Master’s degree preferred. Affiliations or membership with trade associations exemplifying additional education is a plus, such as Florida Planning Association, Urban Land Institute, Florida Redevelopment Association, International Council of Shopping Centers, NAIOP, IEDC, or other related associations. Professional certifications are a plus.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS:

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a, personal computer, calculator, copier, and fax machine.

SPECIAL REQUIREMENTS

Possession of a valid, appropriate driver's license and an acceptable driving record.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Please email all resumes to Vicki Hill, Finance Director hillv@bbfl.us

Hill, Vicki

From: DeCoste, Tennille
Sent: Tuesday, November 21, 2023 12:49 PM
To: Hill, Vicki
Cc: Jenkins, Jobara; Tack, Timothy
Subject: RE: Hiring Process for Executive Staff

Hey Vicki,

I go through each Resume to ensure they meet the minimum qualifications.

Once that is complete I create a binder for each Commissioner with the candidates that are moving forward – include their application and resume – A tab for each candidate.

Once the Commission go through the candidates they advise which candidates they want to interview.

Once that is completed you schedule interviews with each Commissioner (separately) – Dadena can help you with their schedule.

After they interview the candidates the Commission will discuss the candidates at Commission and who their top choice is.

Once that is done then an employment letter will be generated for the chosen candidate.

Let me know if you need anything else. 😊

Tennille DeCoste, M.S., CLRP, Supreme Court Certified Mediator
Director, Human Resources and Risk Management
Human Resources and Risk Management
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-742-6277 | 561-836-0815
DeCosteT@bbfl.us | boynton-beach.org/
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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 records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Hill, Vicki <HillV@bbfl.us>
Sent: Tuesday, November 21, 2023 12:33 PM
To: DeCoste, Tennille <DeCosteT@bbfl.us>
Cc: Jenkins, Jobara <JenkinsJ@bbfl.us>; Tack, Timothy <TackT@bbfl.us>
Subject: Hiring Process for Executive Staff

Good afternoon Tennille!

What process do you normally use for the Commission when hiring executive staff? We are currently receiving resumes for the CRA Executive Director and need to mirror your process.

Thanks!

Vicki Hill
Finance Director
Boynton Beach Community Redevelopment Agency
100 E. Ocean Ave. | Boynton Beach, Florida 33435
561-600-9092 | 561-737-3258
HillV@bbfl.us | https://www.boyntonbeachcra.com

BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

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 records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

MINIMUM QUALIFICATIONS - EXECUTIVE DIRECTOR POSITION

Candidate Name: _____

Bachelor's degree from an accredited college or university

- ☐ Business
- ☐ Urban Planning
- ☐ Finance
- ☐ Construction Management
- ☐ Or Related Field

Minimum of five (5) years' experience in the public/private sector in a progressive city

- ☐ Real estate development
- ☐ Planning
- ☐ Project Management
- ☐ Economic Development
- ☐ And/or any equivalent combination of training and experience

☐ Master's Degree Preferred

Affiliations or membership with trade associations exemplifying additional education is a plus

- ☐ Florida Planning Association
- ☐ Urban Land Institute
- ☐ Florida Redevelopment Association
- ☐ International Council of Shopping Centers
- ☐ NAIOP
- ☐ IEDC
- ☐ Or other related associations _____

☐ Professional Certifications

Curfman, Vicki

Subject: Todays meeting

External Email

Mayor and Kathryn,

After much inner debate, I have decided not to pursue the ED job in Boynton Beach. The Board here in Lake Worth Beach offered me a renewed, multi-year contract and a substanial raise. After taking into consideration the dialogue at the BB Commission meeting where I was ranked as the top candidate and the consternation over salary, I believe negotiations would not have been fruitful. In fact, I suspect it could create more controversy than needed.

The City of Boynton Beach CRA has a fabulous team and leadership and I wish you all nothing but the best in the future. The decision is bittersweet as I really feel, together, we could accomplish more good things for the City and its residents. However, I know you are in good hands and if I can ever be of help in the future, please do not hesitate in contacting me.

Thank you so much for your patience and efforts on my behalf.

Joan Oliva

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

OLD BUSINESS

AGENDA ITEM 14.E

SUBJECT:
Continued Discussion and Consideration of Fiscal Year 2024-2025 Project Fund Budget

SUMMARY:
The Boynton Beach CRA is a quasi-governmental, Special District operating under Title XI, Chapter 163, Part III of the Florida Statutes. The agency's annual financial operations run on a fiscal calendar beginning on October 1st and ending on September 30th of each year. The CRA does not obtain its revenue from charging an additional tax. The CRA receives its annual funding based on a percentage share of the existing ad-valorem property taxes paid to the City of Boynton Beach and Palm Beach County.

The CRA's annual budget is comprised of three accounting funds:

1. **The General Fund** which contains the administrative, general operation, insurances, property maintenance and CRA/CRAB and marina related items;
2. **The Debt Service Fund** which contains the CRA's financial debt obligations and encumbrances such as bond repayments and developer's tax increment funding agreements; and,
3. **The Project Fund** which contains all of the capital projects, development projects or initiatives, property acquisitions, local business grant programs or promotional events, as well as eligible innovative policing activities such as the Neighborhood Officer Program.

At the July CRA budget meeting, the Board's Fiscal Year 2024-2025 Project Fund budget allocation discussion assisted in identifying the priority projects for the upcoming fiscal year, as well as, deciding what funding amounts to provide to each proposed Project (see Attachment I). The Project Fund and overall budget breakdown will identify bond debt obligations, existing tax increment revenue funding agreements obligations and available funding for priority projects, programs or funding requests such as but not limited to the Neighborhood Officer Police Program, District Improvement Projects, Business Development and Promotional Events and Marketing. The number presented is an estimate.

The CRA's Fiscal Year 2024-2025 Budget discussion will occur at the CRA Advisory Board (CRAB) meeting held on September 5th, as well as, the CRA Board's August 13th and September 10th meetings.

Final approval and adoption of the CRA's annual budget for Fiscal Year 2024-2025 by the Boynton Beach City Commission is anticipated to occur at their September 23, 2024 meeting.

FISCAL IMPACT:
To be determined based on Board discussion and action.

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

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

ATTACHMENTS:

Description

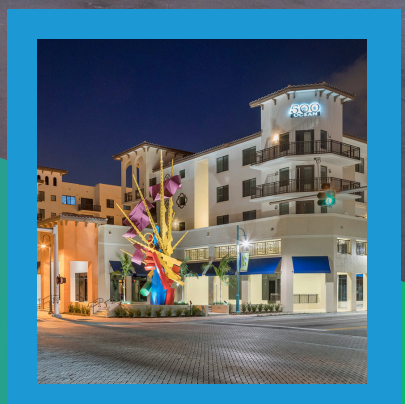
- Attachment I - September 10, 2024 Budget FY 24-25 Draft

FISCAL YEAR 2024-2025 BUDGET









BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

CRA FUNDING/USES

		FY24/25	
Tax Increment Revenue		24,279,354	
Boynton Harbor Marina Fuel Dock & Slips Revenue		1,300,000	
		-	
		-	
Total Revenue		**25,579,354**	
Debt & Operating Expenses			
Debt Service		2,317,425	
Operating Expenses		4,370,284	**Approx. 18% of TIRFA**
Marina		1,300,000	
Sub-Total Debt & Operating Expenses		7,987,709	
Tax Increment Revenue Funding Agreement (TIRFA) Payments - Contractual Obligations			
Preserve (75% Yrs 1-5; 25% Yrs 6-10)	Year 10►	37,131	
500 Ocean (75% Yrs 1-4; 50% Yrs 5-7; 25% Yrs 8-10)	Year 6►	402,118	
Wells Landing Apartments LLC (100% 15 years) - Years 1-14 $109,219, Year 15 $109,214	Year 1►	109,219	
Ocean One - Phase One (75% Yrs 1-7; 50% Yr. 8)			
Ocean One - Phase Two (75% Yrs 1-7; 50% Yr. 8)			
Townsquare Funding (until FY 2044-2045)	Year 6►	3,550,000	
Sub-Total TIRFA Payments		**4,098,468**	

Remaining Project Fund Budget for Allocation (Revenue - Debt Service,Operating & TIRFA)	**13,493,177**

Total CRA contribution to Town Square over 20 years = $83,850,000

NOTE: Database from Property Appraiser received 7/15/2024

BBCRA FISCAL YEAR 2024-2025 PROJECT FUND WORKSHEET		Allocation Amount		$ 13,493,177		
CRA Plan District	**Projects: FY 2024-2025**	Estimated FY 23/24 Rollover Balances as of 7/25/2024		CRA Board Proposed FY 24/25 Project Fund Allocations		Project Fund Line Item Allocation Total (including any Rollover as of 7/25/2024)
District Wide	**Master Interlocal Agreements - Jaycee Park Design ($100k), Pence Park Design & Permit ($400k), Senior Center Design ($100k), MLK Streetscape ($550k), Harvey Oyer Park ($100k), Centennial Park Design ($500k), Cottage District Rd Improvements Design ($200k)**	$ 600,000		**$ 1,350,000**		$ 1,950,000
District Wide	**Engineer/Project Manager ($160k with benefits per COBB Budget Mtg)**	$ 160,000		**$ -**		$ 160,000
District Wide	**Joint Infrastructure Projects**	$ 165,750				$ 165,750
Heart of Boynton	**Future Grocery Store in District 2**	$ 561,642		**$ 838,358**		$ 1,400,000
Heart of Boynton	**Local Match for stormwater**	$ 250,000		**$ -**		$ 250,000
Heart of Boynton	**MLK Entry Feature**	$ 200,000				$ 200,000
Boynton Beach Blvd	**BB Boulevard Streetscape Improvement Project**	$ -		**$ 250,000**		$ 250,000
Federal Highway	**Historic Woman's Club of BB, ongoing Renovations (ILA with City)**	$ 100,000		**$ 110,000**		$ 210,000
Downtown District	**Marina ERM Monitoring Wells and Potential Remediation**	$ 273,613		**$ -**		$ 273,613
Downtown District	**Marina Seawall**	$ 500,000		**$ 2,750,000**		$ 3,250,000
District Wide	**Parking Garage**	$ 1,385,825		**$ 614,175**		$ 2,000,000
District Wide	**Property Acquisition**	$ 1,551,849		**$ 5,729,790**		$ 7,281,639
District Wide	**Property Maintenance for Ocean Ave Properties and Post Office**	$ 299,550		**$ 450**		$ 300,000
District Wide	**Neighborhood Officer Program (NOPs) 6th year of program -**	$ 200,000		**$ 658,406**		$ 858,406
District Wide	**Commercial Economic Redevelopment Grants**	$ 468,934		**$ 131,066**		$ 600,000
District Wide	**Business Development & Promotions**	$ 212,222		**$ 434,950**		$ 647,172
District Wide	**Business Promotional Marketing**	$ 218,604		**$ -**		$ 218,604
District Wide	**Site Work, Demolition & Environmental**	$ 207,141		**$ 50,000**		$ 257,141
District Wide	**Professional Development Services** (Arch/Eng,Appraisals/Feasibility,etc.)**	$ 248,150				$ 248,150
District Wide	**Ride Share**	$ -		**$ 400,000**		$ 400,000
District Wide	**Development Project Related Legal Services*** **	$ 84,018		**$ 175,982**		$ 260,000
District Wide	**CRA Plan**	$ 300,000		**$ -**		$ 300,000
District Wide	**Contingency**	$ 200,000		**$ -**		$ 200,000
		$ 8,187,298		**$ 13,493,177**		**$ 21,680,475**
	ALLOCATION BALANCE REMAINING			**$ 0**		

Boynton Beach CRA
General Fund - Budget Summary - FY 2024-2025

	▼ FY 2024-2025 Budget		FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	2024-2025 vs. Prior Year Increase/(Decrease) Amount	%
REVENUES						
Tax Increment Revenue (TIF)	$ 24,279,354	(i)	$ 21,496,558	$ 21,496,558	$ 2,782,796	11%
Marina Rents & Fuel Sales	$ 1,300,000		$ 1,100,000	$ 1,100,000	$ 200,000	15%
Budget Amendment #1 2/13/2024				$ 1,678,357		
Total Revenues	**$ 25,579,354**		**$ 22,596,558**	**$ 24,274,915**	**$ 1,304,439**	5%
EXPENSES						
CRA Board & Advisory Board	**$ 64,300**	(ii)	**$ 79,750**	**$ 79,750**	**$ (15,450)**	**-24%**
Administration & Operations						
Executive Department	$ 621,490		$ 543,555	$ 525,736	$ 95,754	15%
Finance Department	$ 313,955		$ 278,101	$ 278,101	$ 35,854	11%
Planning & Development Department	$ 258,309		$ 229,052	$ 229,052	$ 29,257	11%
Marketing & Business Development	$ 285,455		$ 261,367	$ 261,367	$ 24,088	8%
Business Development and Promotions Department	$ 194,421		$ 159,608	$ 159,608	$ 34,813	18%
Taxes, Employee Benefits, Compensated Absences, Workers Comp	$ 773,000	(iii)	$ 766,751	$ 784,570	$ (11,570)	-1%
Sub-Total	**$ 2,446,630**		**$ 2,238,434**	**$ 2,238,434**	$ 208,196	9%
Other General Fund Expenses						
Insurances	$ 400,494		$ 340,516	$ 340,516	$ 59,978	15%
Professional Services	$ 339,000		$ 294,000	$ 294,000	$ 45,000	13%
Buildings, Grounds, Maintenance	$ 917,000		$ 734,000	$ 734,000	$ 183,000	20%
Information Technology	$ 102,860	(iv)	$ 113,300	$ 113,300	$ (10,440)	-10%
Contingency	$ 100,000		$ 100,000	$ 100,000	$ -	0%
Sub-Total	**$ 1,859,354**		**$ 1,581,816**	**$ 1,581,816**	$ 277,538	15%
Boynton Harbor Marina Fuel Dock & Slips Expenses	**$ 1,300,000**		$ 1,100,000	$ 1,100,000	$ 200,000	15%
Total General Fund Operating	**$ 5,670,284**		**$ 5,000,000**	**$ 5,000,000**	**$ 670,284**	12%
Operating Transfers Out						
Transfer to Debt Service Fund	$ 2,317,425		$ 2,135,817	$ 2,135,817	$ 181,608	8%
Transfer to Project Fund	$ 17,591,645		$ 15,460,741	$ 17,139,098	$ 452,547	3%
Sub-Total	**$ 19,909,070**		**$ 17,596,558**	**$ 19,274,915**	**$ 634,155**	3%
Total General Fund Expenses & Transfers Out	**$ 25,579,354**		**$ 22,596,558**	**$ 24,274,915**	**$ (242,154)**	**-1%**

(i) Property values in CRA up 11%
(ii) Decrease due to ASL
(iii) Decrease due to decreasing workmen's comp
(iv) Decrease in Software

Boynton Beach CRA
Project Fund - Budget Summary

FUNDING SOURCES	2024-2025 Budget	2023-2024 Original Budget	2023-2024 Amended Budget	2024-2025 vs. Prior Year Increase/(Decrease) Amount	%
1. Rollover FY 2023-2024 (see Budget Overview)	**$ 8,187,298**	**$ 3,628,406**	**$ 3,628,406**	**$ 4,558,892**	**N/A**
				$ -	
2. Transfers in from General Fund				**$ -**	
Other Financing Sources/Transfers In	**$ 17,591,645**	**$ 15,460,741**	**$ 15,460,741**	**$ 2,130,904**	**14%**
				$ -	
3. Other Revenue/Financing Sources:				**$ -**	
1. Budget Amendment #1 2/13/2024			$ 1,678,357	**$ (1,678,357)**	
Total Funding Sources/Revenues & Transfers In	**$ 25,778,943**	**$ 19,089,147**	**$ 20,767,504**	**$ 5,011,439**	**24%**

EXPENSES	2024-2025 Budget	2023-2024 Original Budget	2023-2024 Amended Budget	2023-2024 vs. Prior Year Increase/(Decrease) Amount	%
Professional & Other Expenses					
Contingency	$ 200,000	$ 200,000	$ 200,000	**$ -**	**0%**
Professional Services	$ 1,008,150	$ 1,060,000	$ 1,060,000	**$ (51,850)**	**-5%**
Legal Services	$ 260,000	$ 250,000	$ 250,000	**$ 10,000**	**4%**
Sub-Total	**$ 1,468,150**	**$ 1,510,000**	**$ 1,510,000**	**$ (41,850)**	**-3%**
Capital Outlay					
Property Purchases	$ 7,281,639	$ 4,000,000	$ 5,128,357	**$ 2,153,282**	**42%**
BBWC Capital Improvements/Marina Seawall	$ 3,733,613	$ 1,306,513	$ 1,306,513	**$ 2,427,100**	**186%**
Site Work & Demolition Fees	$ 257,141	$ 300,000	$ 300,000	**$ (42,859)**	**-14%**
Infrastructure & Streetscape	$ 9,765,750	$ 8,597,467	$ 8,597,467	**$ 1,168,283**	**14%**
Sub-Total	**$ 21,038,143**	**$ 14,203,980**	**$ 15,332,337**	**$ 5,705,806**	**37%**
Economic Development & Housing Rehab Program					
Economic Development Grant Programs	$ 600,000	$ 556,600	$ 556,600	**$ 43,400**	**8%**
Marketing Program	$ 218,604	$ 245,000	$ 245,000	**$ (26,396)**	**-11%**
DIFA - Economic Development	$ 548,468	$ 661,167	$ 661,167	**$ (112,699)**	**-17%**
Sub-Total	**$ 1,367,072**	**$ 1,462,767**	**$ 1,462,767**	**$ (95,695)**	**-7%**
Projects & Programs					
Community Police Program	$ 858,406	$ 695,000	$ 695,000	**$ 163,406**	**24%**
Ride Share	$ 400,000	$ 400,000	$ 400,000	**$ -**	
Business Development & Promotions	$ 647,172	$ 574,000	$ 574,000	**$ 73,172**	**13%**
Sub-Total	**$ 1,905,578**	**$ 1,669,000**	**$ 1,669,000**	**$ 236,578**	**14%**
Total Project Fund Expenses	**$ 25,778,943**	**$ 18,845,747**	**$ 19,974,104**	**$ 5,804,839**	**29%**

BOYNTON BEACH CRA
FY 2024-2025
BUSINESS DEVELOPMENT BUDGET - 02-58400-445

EVENTS	DATE	2024/2025 BUDGET
BOYNTON BEACH BUCKS	A business promotional program to provide economic support to local businesses through targeted campaigns that will be promoted both digitally and in-person at events.	
	Total Boynton Beach Bucks	**$53,604**
PROMOTIONAL VIDEOS	Videos to promote various BBCRA projects and initiatives - Project Spotlights, Bon Appetit Boynton Beach, Business Development Videos,Tutorial Videos for Economic Development Toolkit	
	Total Promotional Videos	**$50,000**
PROMOTIONAL PHOTOS	Photos to capture BBCRA projects and initiatives, business features, grand openings, etc.	
	Total Promotional Photos	**$25,000**
BUSINESS BOOSTER PROGRAM	A business development program to empower local businesses with the knowledge and tools needed for success and growth through workshops and other specialized activations.	
	Total Business Booster Program	**$40,000**
SOCIAL MEDIA OUTREACH PROGRAM MARKETING GRANT	A grant program to provide financial assistance to local businesses who would like to enhance their digital marketing efforts.	
	Total Social Media Outreach Program	**$50,000**

TOTAL COST OF MARKETING ►	**$218,604**

BOYNTON BEACH CRA
FY 2024 - 2025
BUSINESS PROMOTIONS BUDGET - 02-58500-480

BUSINESS PROMOTIONS	TENATIVE DATES	2024/2025 BUDGET
ROCK THE BLOCK	Saturday,October 12, 2024	
100 NE 4th Street		
	Total Rock the Block	**$40,000**
HOLIDAY LIGHT/DECOR INSTALLATION	December 2024	
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**
HOLIDAY BOAT PARADE	Friday, December 13, 2024	
735 Casa Loma Boulevard		
	Total Holiday Boat Parade	**$40,000**
BOYNTON BEACH SPRING MARKET	Saturday, March 22, 2025	
	Total Boynton Beach Spring Market	**$65,000**
ROCK THE PLAZA		
Ocean Palm Plaza - 1600 N, Federal Highway	Saturday, April 26, 2025	**$30,000**
Ocean Plaza - 640 East Ocean Avenue	Saturday, May 17, 2025	**$30,000**
Heart of Boynton Shops - 118 E. MLK Jr. Blvd.	TBD	**$30,000**
One Boynton - 1351 S. Federal Highway	Thursday, June 26, 2025	**$30,000**
	Total Rock the Plaza	**$120,000**
ROCK THE MARINA & MARINA MONTH	Saturday, June 7, 2025	
120 E. Ocean Avenue		
	Total Rock the Marina	**$50,000**
BOYNTON BEACH NIGHT MARKET	Friday, July 25, 2025 & Saturday, July 26, 2025	
120 E. Ocean Avenue		
	Total Boynton Beach Night Market	**$80,000**
BON APPETIT BOYNTON BEACH - RESTAURANT MONTH	Launch in September 2025	
	Total Restaurant Month	**$58,000**
EQUIPMENT & SUPPORT		**$61,950**
RIBBON CUTTING/GROUND BREAKINGS		**$30,000**

TOTAL COST OF BUSINESS PROMOTIONS	**$584,950**
ROLLOVER	**$62,222**
TOTAL COST OF BUSINESS PROMOTIONS	**$647,172**

FY 2025 COMPREHENSIVE ANNUAL BUDGET- CRA NEIGHBORHOOD POLICING PROGRAM

Category	FY 2024	QTY	FY 2025	Notes
Personnel				
Officer Salaries & Incentives *	350,913	4	442,098	Salary, Education Incentive
Officer Benefits-Pension	196,747	4	244,598	Pension
Officer Benefits	66,905	4	82,116	Healthcare, Dental, Vision, FICA
Officer Overtime	40,000	4	40,000	
Total Personnel Costs	**$ 654,565**		**$ 808,812**	
Operating Expenses				
Cell Phones Service Plan	3,000	4	3,500	Cell Phones for CRA Officers
Office Supplies / Misc Supplies	2,500		2,500	Office Supplies (incl printer/ copier)
Office Electric, Cable/ Internet, water/sewage	12,000	12	12,000	Monthly Operating Cost
Office Space Monthly Maintenance	2,000	12	2,000	AC Filters/Repairs etc.
Office Cleaning	2,000	12	2,000	City Cleaning Crew
Uniform	2,250	4	2,500	uniforms,belts
Community Events/Promotions	5,000	1	6,000	Youth Programs
Training	8,000	4	8,500	CPTED, STEP academy
Total Operating Expense	**$ 36,750**		**$ 39,000**	
Equipment				
Misc. Equipment - As needed	3,000	1	4,000	Misc. Equipment
Volcanic 2024 Approach Patrol Bike		2	3,598	
Volcanic Frame Bike Patrol Bags		4	716	
Niterider Digital Patrol LED Police Bike Liight		4	2,000	
Niterider Police Tail Light		4	280	
Total Equipment Costs	**$ 3,000**		**$ 10,594**	
Total Proposed Program Expenses	**$ 694,315**		**$ 858,406**	
FY 2025 ILA Amount			**$ 858,406**	

NOTE: All amounts provided by Police Department with exception of Contingency and ILA amount for FY 2024-2025
***Salary and Benefits are subject to change as a result of an ongoing contract renegotiation.**

Boynton Beach CRA
Debt Service Fund - Budget Summary

Dept. #	Funding Source	FY 2024-2025 Budget	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget
49900	**Transfers In from General Fund**	**$ 2,317,425**	**$ 2,134,817**	**$ 2,134,817**
	Expenses			
	Series 2012 (formerly Series 2004 & Series 2005A) - PNC Bank			
59800-814	Principal	$ 1,487,000	$ 1,512,000	$ 1,512,000
59800-824	Interest	$ 77,235	$ 115,942	$ 115,942
	Sub-Total	$ 1,564,235	$ 1,627,942	$ 1,627,942
	Series 2015 (formerly Series 2005B) - BB&T			
59800-815	Principal	$ 705,000	$ 445,000	$ 445,000
59800-826	Interest	$ 47,190	$ 61,875	$ 61,875
	Sub-Total	$ 752,190	$ 506,875	$ 506,875
59800-830	**Financial Agent Fees**	$ 1,000	$ 1,000	$ 1,000
	Total Debt Service Expenses	**$ 2,317,425**	**$ 2,135,817**	**$ 2,135,817**

BOYNTON BEACH CRA
TAX INCREMENT REVENUE ("TIR") ESTIMATE - FY 2024-2025

As of: August 23, 2024

1. ASSESSED VALUATIONS

	FY 2023-2024	FY 2024-2025	
ASSESSED VALUES	$ 2,147,054,539	$ 2,408,632,265	(a)
		Estimate ▲	
		As of: 6/27/2024	
Chg. from Prior Year		$ 261,577,726	
		12.2%	

2. TAX INCREMENT REVENUE - ESTIMATED FOR NEW BUDGET YEAR

	FY 2023-2024	FY 2023-2024 Estimates	
Assessed Values	$ 2,147,054,539	$ 2,408,632,265	
Less Base Year Value	$ 309,821,849	309,821,849	
TIR Taxable Value	$ 1,837,232,690	2,098,810,416	
95% of Difference	$ 1,745,371,056	$ 1,993,869,895	
(Per Florida Statutes Chapter 163.387(1)(a) Redevelopment Trust Fund)			
		Assumptions	
		No Millage Change City & County	
Millage Rates			
City	7.8500	7.8000	
County	4.5000	4.5000	
			% of Total TIR
Tax Increment Revenue			
City	$ 13,701,163	$ 15,552,185	63%
County	$ 7,854,170	$ 8,972,415	37%
Sub-Total	$ 21,555,333	$ 24,524,600	
1.0% for True-Up	$ -	$ 245,246	1.0% for True-Up
Net TIR	$ 21,555,333	$ 24,279,354	
		▲ Budgeted	
Change from Prev. Year			
Amount		$ 2,724,021	
%		12.6%	

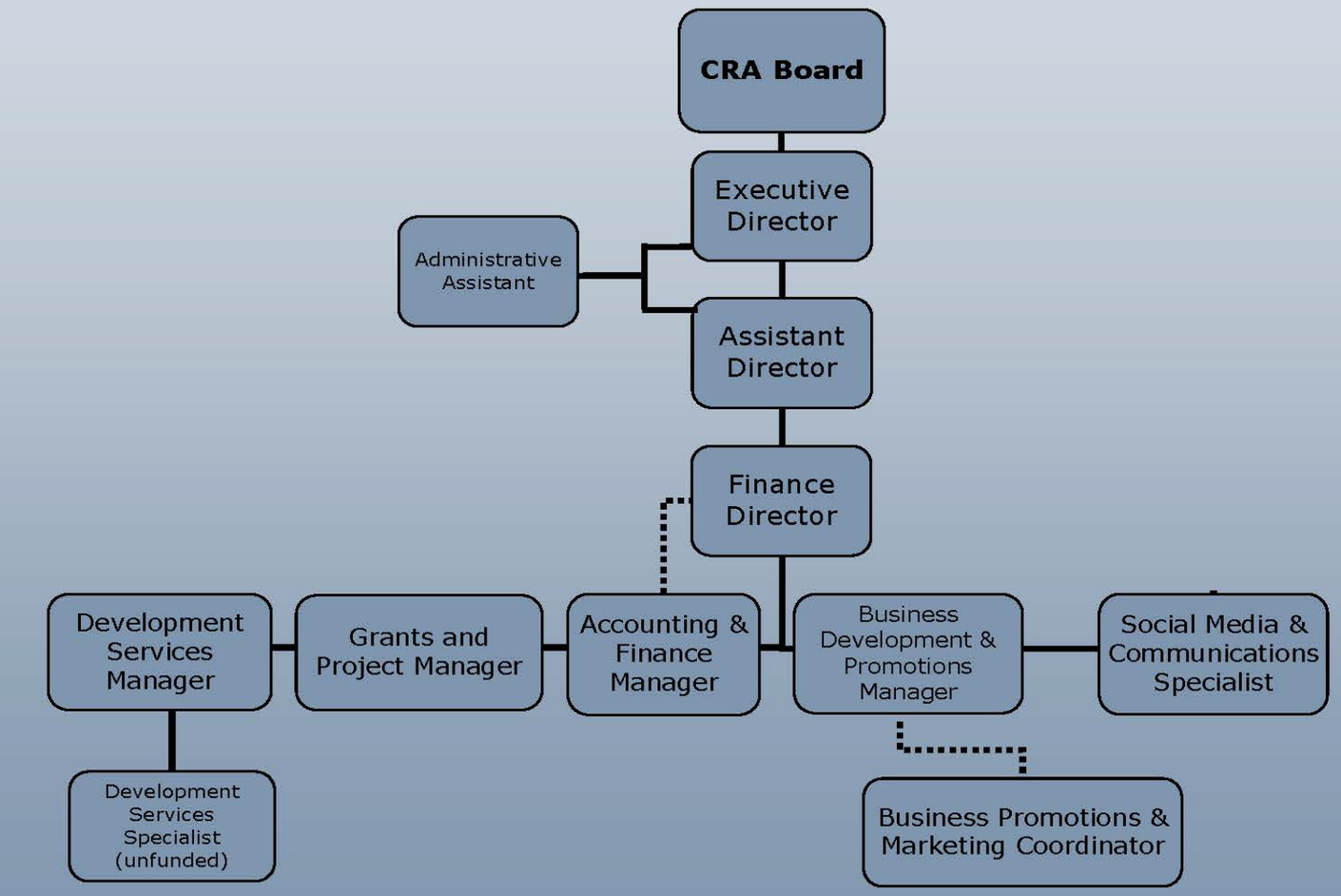
(a) The Property Appraiser will issue revisions to the CRA's taxable values at the end of June 2024, and in early October 2024, with a final certified tax value in mid-2025. The CRA's budgeted tax increment revenue will be based on the first, or May 28, 2024, "Estimates of Taxable Values" with a 1% deduction for the final Property Appraiser certified tax adjustments ("true-up") in mid- 2025

Boynton Beach Community Redevelopment Agency
FY 2024-2025 Budget - Personnel

	Position	Personnel FY 2023-2024 No.	Personnel FY 2024-2025 No.
1	Executive Director	0	1
2	Assistant Director	1	1
3	Finance Director	1	1
4	Accounting and Finance Manager	1	1
5	Development Services Manager	1	1
6	Grants and Project Manager	1	1
7	Business Development and Promotions Manager	1	1
8	Business Promotions & Marketing Coordinator	1	1
9	Social Media Communications Specialist	1	1
10	Administrative Assistant	1	1
	Total Personnel	**9**	**10**

Executive Director Position Vacant

Boynton Beach CRA Organization Chart FY 2024—2025



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

NEW BUSINESS

AGENDA ITEM 15.A

SUBJECT:
Consideration of Resolution No. R24-02 Adopting the CRA Budget for Fiscal Year 2024-2025

SUMMARY:
On September 10, 2024, the CRA Board will be reviewing and adopting the proposed Fiscal Year 2024-2025 Project Fund, General Fund, and Debt Service Fund budgets for the Boynton Beach Community Redevelopment Agency.

CRA Resolution No. R24-02 is the document recording the CRA Board's approval and acceptance of the CRA Fiscal Year 2024-2025 Budget and Projects (see Attachments I & II).

With the approval of the Resolution, the CRA's Budget will be included with the City's Fiscal Year 2024-2025 annual budget package for review and ratification by the City Commission of the City of Boynton Beach at their September 23, 2024 meeting.

FISCAL IMPACT:
Adoption of the CRA's Fiscal Year 2024-2025 Budget

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

CRA BOARD OPTIONS:
Approve Resolution No. R24-02 adopting the approved Boynton Beach Community Redevelopment Agency's Fiscal Year 2024-2025 Budget, subject to ratification by the Boynton Beach City Commission at their meeting to be held on September 23, 2024.

ATTACHMENTS:

Description

- Attachment I - Resolution R24-02 Budget Adoption FY 2024-2025
- Attachment II - FY 24-25 Budget Backup

RESOLUTION NO: R24-02

RESOLUTION OF THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2024 TO SEPTEMBER 30, 2025, AND PROVIDING AN EFFECTIVE DATE.

W I T N E SS E T H:

WHEREAS, the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (BBCRA), in order to implement its Community Redevelopment Plan and provide for its operating expenses, has prepared a Budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, attached hereto as Exhibit "I"; and

WHEREAS, the Board has determined that said Budget is in the public's interest and is necessary to implement the BBCRA's goals and objectives.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Budget attached hereto as Exhibit "I" for financial operations of the Boynton Beach Community Redevelopment Agency for the period from October 1, 2024 through September 30, 2025 is hereby adopted.
2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 23rd day of September, 2024.

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Ty Penserga, Chair

T. Penserga	____
A. Cruz	____
W. Hay	____
T. Turkin	____
A. Kelley	____

FISCAL YEAR 2024-2025 BUDGET









BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

CRA FUNDING/USES		FY24/25	
Tax Increment Revenue		24,279,354	
Boynton Harbor Marina Fuel Dock & Slips Revenue		1,300,000	
		-	
		-	
Total Revenue		**25,579,354**	
Debt & Operating Expenses			
Debt Service		2,317,425	
Operating Expenses		4,370,284	**Approx. 18% of TIRFA**
Marina		1,300,000	
Sub-Total Debt & Operating Expenses		7,987,709	
Tax Increment Revenue Funding Agreement (TIRFA) Payments - Contractual Obligations			
Preserve (75% Yrs 1-5; 25% Yrs 6-10)	Year 10►	37,131	
500 Ocean (75% Yrs 1-4; 50% Yrs 5-7; 25% Yrs 8-10)	Year 6►	402,118	
Wells Landing Apartments LLC (100% 15 years) - Years 1-14 $109,219, Year 15 $109,214	Year 1►	109,219	
Ocean One - Phase One (75% Yrs 1-7; 50% Yr. 8)			
Ocean One - Phase Two (75% Yrs 1-7; 50% Yr. 8)			
Townsquare Funding (until FY 2044-2045)	Year 6►	3,550,000	
Sub-Total TIRFA Payments		**4,098,468**	

Remaining Project Fund Budget for Allocation (Revenue - Debt Service,Operating & TIRFA)	**13,493,177**

Total CRA contribution to Town Square over 20 years = $83,850,000

NOTE: Database from Property Appraiser received 7/15/2024

BBCRA FISCAL YEAR 2024-2025 PROJECT FUND WORKSHEET		Allocation Amount		$ 13,493,177		
CRA Plan District	**Projects: FY 2024-2025**	Estimated FY 23/24 Rollover Balances as of 7/25/2024		CRA Board Proposed FY 24/25 Project Fund Allocations		Project Fund Line Item Allocation Total (including any Rollover as of 7/25/2024)
District Wide	**Master Interlocal Agreements - Jaycee Park Design ($100k), Pence Park Design & Permit ($400k), Senior Center Design ($100k), MLK Streetscape ($550k), Harvey Oyer Park ($100k), Centennial Park Design ($500k), Cottage District Rd Improvements Design ($200k)**	$ 600,000		**$ 1,350,000**		$ 1,950,000
District Wide	**Engineer/Project Manager ($160k with benefits per COBB Budget Mtg)**	$ 160,000		**$ -**		$ 160,000
District Wide	**Joint Infrastructure Projects**	$ 165,750				$ 165,750
Heart of Boynton	**Future Grocery Store in District 2**	$ 561,642		**$ 838,358**		$ 1,400,000
Heart of Boynton	**Local Match for stormwater**	$ 250,000		**$ -**		$ 250,000
Heart of Boynton	**MLK Entry Feature**	$ 200,000				$ 200,000
Boynton Beach Blvd	**BB Boulevard Streetscape Improvement Project**	$ -		**$ 250,000**		$ 250,000
Federal Highway	**Historic Woman's Club of BB, ongoing Renovations (ILA with City)**	$ 100,000		**$ 110,000**		$ 210,000
Downtown District	**Marina ERM Monitoring Wells and Potential Remediation**	$ 273,613		**$ -**		$ 273,613
Downtown District	**Marina Seawall**	$ 500,000		**$ 2,750,000**		$ 3,250,000
District Wide	**Parking Garage**	$ 1,385,825		**$ 614,175**		$ 2,000,000
District Wide	**Property Acquisition**	$ 1,551,849		**$ 5,729,790**		$ 7,281,639
District Wide	**Property Maintenance for Ocean Ave Properties and Post Office**	$ 299,550		**$ 450**		$ 300,000
District Wide	**Neighborhood Officer Program (NOPs) 6th year of program -**	$ 200,000		**$ 658,406**		$ 858,406
District Wide	**Commercial Economic Redevelopment Grants**	$ 468,934		**$ 131,066**		$ 600,000
District Wide	**Business Development & Promotions**	$ 212,222		**$ 434,950**		$ 647,172
District Wide	**Business Promotional Marketing**	$ 218,604		**$ -**		$ 218,604
District Wide	**Site Work, Demolition & Environmental**	$ 207,141		**$ 50,000**		$ 257,141
District Wide	**Professional Development Services** (Arch/Eng,Appraisals/Feasibility,etc.)**	$ 248,150				$ 248,150
District Wide	**Ride Share**	$ -		**$ 400,000**		$ 400,000
District Wide	**Development Project Related Legal Services*** **	$ 84,018		**$ 175,982**		$ 260,000
District Wide	**CRA Plan**	$ 300,000		**$ -**		$ 300,000
District Wide	**Contingency**	$ 200,000		**$ -**		$ 200,000
		$ 8,187,298		**$ 13,493,177**		**$ 21,680,475**
	ALLOCATION BALANCE REMAINING			**$ 0**		

Boynton Beach CRA
General Fund - Budget Summary - FY 2024-2025

	▼ FY 2024-2025 Budget		FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	2024-2025 vs. Prior Year Increase/(Decrease) Amount	%
REVENUES						
Tax Increment Revenue (TIF)	$ 24,279,354	(i)	$ 21,496,558	$ 21,496,558	$ 2,782,796	11%
Marina Rents & Fuel Sales	$ 1,300,000		$ 1,100,000	$ 1,100,000	$ 200,000	15%
Budget Amendment #1 2/13/2024				$ 1,678,357		
Total Revenues	**$ 25,579,354**		**$ 22,596,558**	**$ 24,274,915**	**$ 1,304,439**	5%
EXPENSES						
CRA Board & Advisory Board	**$ 64,300**	(ii)	**$ 79,750**	**$ 79,750**	**$ (15,450)**	**-24%**
Administration & Operations						
Executive Department	$ 621,490		$ 543,555	$ 525,736	$ 95,754	15%
Finance Department	$ 313,955		$ 278,101	$ 278,101	$ 35,854	11%
Planning & Development Department	$ 258,309		$ 229,052	$ 229,052	$ 29,257	11%
Marketing & Business Development	$ 285,455		$ 261,367	$ 261,367	$ 24,088	8%
Business Development and Promotions Department	$ 194,421		$ 159,608	$ 159,608	$ 34,813	18%
Taxes, Employee Benefits, Compensated Absences, Workers Comp	$ 773,000	(iii)	$ 766,751	$ 784,570	$ (11,570)	-1%
Sub-Total	**$ 2,446,630**		**$ 2,238,434**	**$ 2,238,434**	$ 208,196	9%
Other General Fund Expenses						
Insurances	$ 400,494		$ 340,516	$ 340,516	$ 59,978	15%
Professional Services	$ 339,000		$ 294,000	$ 294,000	$ 45,000	13%
Buildings, Grounds, Maintenance	$ 917,000		$ 734,000	$ 734,000	$ 183,000	20%
Information Technology	$ 102,860	(iv)	$ 113,300	$ 113,300	$ (10,440)	-10%
Contingency	$ 100,000		$ 100,000	$ 100,000	$ -	0%
Sub-Total	**$ 1,859,354**		**$ 1,581,816**	**$ 1,581,816**	$ 277,538	15%
Boynton Harbor Marina Fuel Dock & Slips Expenses	**$ 1,300,000**		$ 1,100,000	$ 1,100,000	$ 200,000	15%
Total General Fund Operating	**$ 5,670,284**		**$ 5,000,000**	**$ 5,000,000**	**$ 670,284**	12%
Operating Transfers Out						
Transfer to Debt Service Fund	$ 2,317,425		$ 2,135,817	$ 2,135,817	$ 181,608	8%
Transfer to Project Fund	$ 17,591,645		$ 15,460,741	$ 17,139,098	$ 452,547	3%
Sub-Total	**$ 19,909,070**		**$ 17,596,558**	**$ 19,274,915**	**$ 634,155**	3%
Total General Fund Expenses & Transfers Out	**$ 25,579,354**		**$ 22,596,558**	**$ 24,274,915**	**$ (242,154)**	**-1%**

(i) Property values in CRA up 11%
(ii) Decrease due to ASL
(iii) Decrease due to decreasing workmen's comp
(iv) Decrease in Software

Boynton Beach CRA
Project Fund - Budget Summary

FUNDING SOURCES	2024-2025 Budget	2023-2024 Original Budget	2023-2024 Amended Budget	2024-2025 vs. Prior Year Increase/(Decrease) Amount	%
1. Rollover FY 2023-2024 (see Budget Overview)	**$ 8,187,298**	**$ 3,628,406**	**$ 3,628,406**	**$ 4,558,892**	**N/A**
				$ -	
2. Transfers in from General Fund				**$ -**	
Other Financing Sources/Transfers In	**$ 17,591,645**	**$ 15,460,741**	**$ 15,460,741**	**$ 2,130,904**	**14%**
				$ -	
3. Other Revenue/Financing Sources:				**$ -**	
1. Budget Amendment #1 2/13/2024			$ 1,678,357	**$ (1,678,357)**	
Total Funding Sources/Revenues & Transfers In	**$ 25,778,943**	**$ 19,089,147**	**$ 20,767,504**	**$ 5,011,439**	**24%**

EXPENSES	2024-2025 Budget	2023-2024 Original Budget	2023-2024 Amended Budget	2023-2024 vs. Prior Year Increase/(Decrease) Amount	%
Professional & Other Expenses					
Contingency	$ 200,000	$ 200,000	$ 200,000	**$ -**	**0%**
Professional Services	$ 1,008,150	$ 1,060,000	$ 1,060,000	**$ (51,850)**	**-5%**
Legal Services	$ 260,000	$ 250,000	$ 250,000	**$ 10,000**	**4%**
Sub-Total	**$ 1,468,150**	**$ 1,510,000**	**$ 1,510,000**	**$ (41,850)**	**-3%**
Capital Outlay					
Property Purchases	$ 7,281,639	$ 4,000,000	$ 5,128,357	**$ 2,153,282**	**42%**
BBWC Capital Improvements/Marina Seawall	$ 3,733,613	$ 1,306,513	$ 1,306,513	**$ 2,427,100**	**186%**
Site Work & Demolition Fees	$ 257,141	$ 300,000	$ 300,000	**$ (42,859)**	**-14%**
Infrastructure & Streetscape	$ 9,765,750	$ 8,597,467	$ 8,597,467	**$ 1,168,283**	**14%**
Sub-Total	**$ 21,038,143**	**$ 14,203,980**	**$ 15,332,337**	**$ 5,705,806**	**37%**
Economic Development & Housing Rehab Program					
Economic Development Grant Programs	$ 600,000	$ 556,600	$ 556,600	**$ 43,400**	**8%**
Marketing Program	$ 218,604	$ 245,000	$ 245,000	**$ (26,396)**	**-11%**
DIFA - Economic Development	$ 548,468	$ 661,167	$ 661,167	**$ (112,699)**	**-17%**
Sub-Total	**$ 1,367,072**	**$ 1,462,767**	**$ 1,462,767**	**$ (95,695)**	**-7%**
Projects & Programs					
Community Police Program	$ 858,406	$ 695,000	$ 695,000	**$ 163,406**	**24%**
Ride Share	$ 400,000	$ 400,000	$ 400,000	**$ -**	
Business Development & Promotions	$ 647,172	$ 574,000	$ 574,000	**$ 73,172**	**13%**
Sub-Total	**$ 1,905,578**	**$ 1,669,000**	**$ 1,669,000**	**$ 236,578**	**14%**
Total Project Fund Expenses	**$ 25,778,943**	**$ 18,845,747**	**$ 19,974,104**	**$ 5,804,839**	**29%**

BOYNTON BEACH CRA
FY 2024-2025
BUSINESS DEVELOPMENT BUDGET - 02-58400-445

EVENTS	DATE	2024/2025 BUDGET
BOYNTON BEACH BUCKS	A business promotional program to provide economic support to local businesses through targeted campaigns that will be promoted both digitally and in-person at events.	
	Total Boynton Beach Bucks	**$53,604**
PROMOTIONAL VIDEOS	Videos to promote various BBCRA projects and initiatives - Project Spotlights, Bon Appetit Boynton Beach, Business Development Videos,Tutorial Videos for Economic Development Toolkit	
	Total Promotional Videos	**$50,000**
PROMOTIONAL PHOTOS	Photos to capture BBCRA projects and initiatives, business features, grand openings, etc.	
	Total Promotional Photos	**$25,000**
BUSINESS BOOSTER PROGRAM	A business development program to empower local businesses with the knowledge and tools needed for success and growth through workshops and other specialized activations.	
	Total Business Booster Program	**$40,000**
SOCIAL MEDIA OUTREACH PROGRAM MARKETING GRANT	A grant program to provide financial assistance to local businesses who would like to enhance their digital marketing efforts.	
	Total Social Media Outreach Program	**$50,000**

TOTAL COST OF MARKETING ►	**$218,604**

BOYNTON BEACH CRA
FY 2024 - 2025
BUSINESS PROMOTIONS BUDGET - 02-58500-480

BUSINESS PROMOTIONS	TENATIVE DATES	2024/2025 BUDGET
ROCK THE BLOCK	Saturday,October 12, 2024	
100 NE 4th Street		
	Total Rock the Block	**$40,000**
HOLIDAY LIGHT/DECOR INSTALLATION	December 2024	
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**
HOLIDAY BOAT PARADE	Friday, December 13, 2024	
735 Casa Loma Boulevard		
	Total Holiday Boat Parade	**$40,000**
BOYNTON BEACH SPRING MARKET	Saturday, March 22, 2025	
	Total Boynton Beach Spring Market	**$65,000**
ROCK THE PLAZA		
Ocean Palm Plaza - 1600 N, Federal Highway	Saturday, April 26, 2025	**$30,000**
Ocean Plaza - 640 East Ocean Avenue	Saturday, May 17, 2025	**$30,000**
Heart of Boynton Shops - 118 E. MLK Jr. Blvd.	TBD	**$30,000**
One Boynton - 1351 S. Federal Highway	Thursday, June 26, 2025	**$30,000**
	Total Rock the Plaza	**$120,000**
ROCK THE MARINA & MARINA MONTH	Saturday, June 7, 2025	
120 E. Ocean Avenue		
	Total Rock the Marina	**$50,000**
BOYNTON BEACH NIGHT MARKET	Friday, July 25, 2025 & Saturday, July 26, 2025	
120 E. Ocean Avenue		
	Total Boynton Beach Night Market	**$80,000**
BON APPETIT BOYNTON BEACH - RESTAURANT MONTH	Launch in September 2025	
	Total Restaurant Month	**$58,000**
EQUIPMENT & SUPPORT		**$61,950**
RIBBON CUTTING/GROUND BREAKINGS		**$30,000**

TOTAL COST OF BUSINESS PROMOTIONS	**$584,950**
ROLLOVER	**$62,222**
TOTAL COST OF BUSINESS PROMOTIONS	**$647,172**

FY 2025 COMPREHENSIVE ANNUAL BUDGET- CRA NEIGHBORHOOD POLICING PROGRAM

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	Sub-Total	$ 1,564,235	$ 1,627,942	$ 1,627,942
	Series 2015 (formerly Series 2005B) - BB&T			
59800-815	Principal	$ 705,000	$ 445,000	$ 445,000
59800-826	Interest	$ 47,190	$ 61,875	$ 61,875
	Sub-Total	$ 752,190	$ 506,875	$ 506,875
59800-830	**Financial Agent Fees**	$ 1,000	$ 1,000	$ 1,000
	Total Debt Service Expenses	**$ 2,317,425**	**$ 2,135,817**	**$ 2,135,817**

BOYNTON BEACH CRA
TAX INCREMENT REVENUE ("TIR") ESTIMATE - FY 2024-2025

As of: August 23, 2024

1. ASSESSED VALUATIONS

	FY 2023-2024	FY 2024-2025
ASSESSED VALUES	$ 2,147,054,539	$ 2,408,632,265 (a)
		Estimate ▲
		As of: 6/27/2024
Chg. from Prior Year		$ 261,577,726
		12.2%

2. TAX INCREMENT REVENUE - ESTIMATED FOR NEW BUDGET YEAR

	FY 2023-2024	FY 2023-2024 Estimates	
Assessed Values	$ 2,147,054,539	$ 2,408,632,265	
Less Base Year Value	$ 309,821,849	309,821,849	
TIR Taxable Value	$ 1,837,232,690	2,098,810,416	
95% of Difference (Per Florida Statutes Chapter 163.387(1)(a) Redevelopment Trust Fund)	$ 1,745,371,056	$ 1,993,869,895	
Assumptions			
No Millage Change City & County			
Millage Rates			
City	7.8500	7.8000	
County	4.5000	4.5000	
			% of Total TIR
Tax Increment Revenue			
City	$ 13,701,163	$ 15,552,185	63%
County	$ 7,854,170	$ 8,972,415	37%
Sub-Total	$ 21,555,333	$ 24,524,600	
1.0% for True-Up	$ -	$ 245,246	1.0% for True-Up
Net TIR	$ 21,555,333	$ 24,279,354	
		▲ Budgeted	
Change from Prev. Year Amount		$ 2,724,021	
%		12.6%	

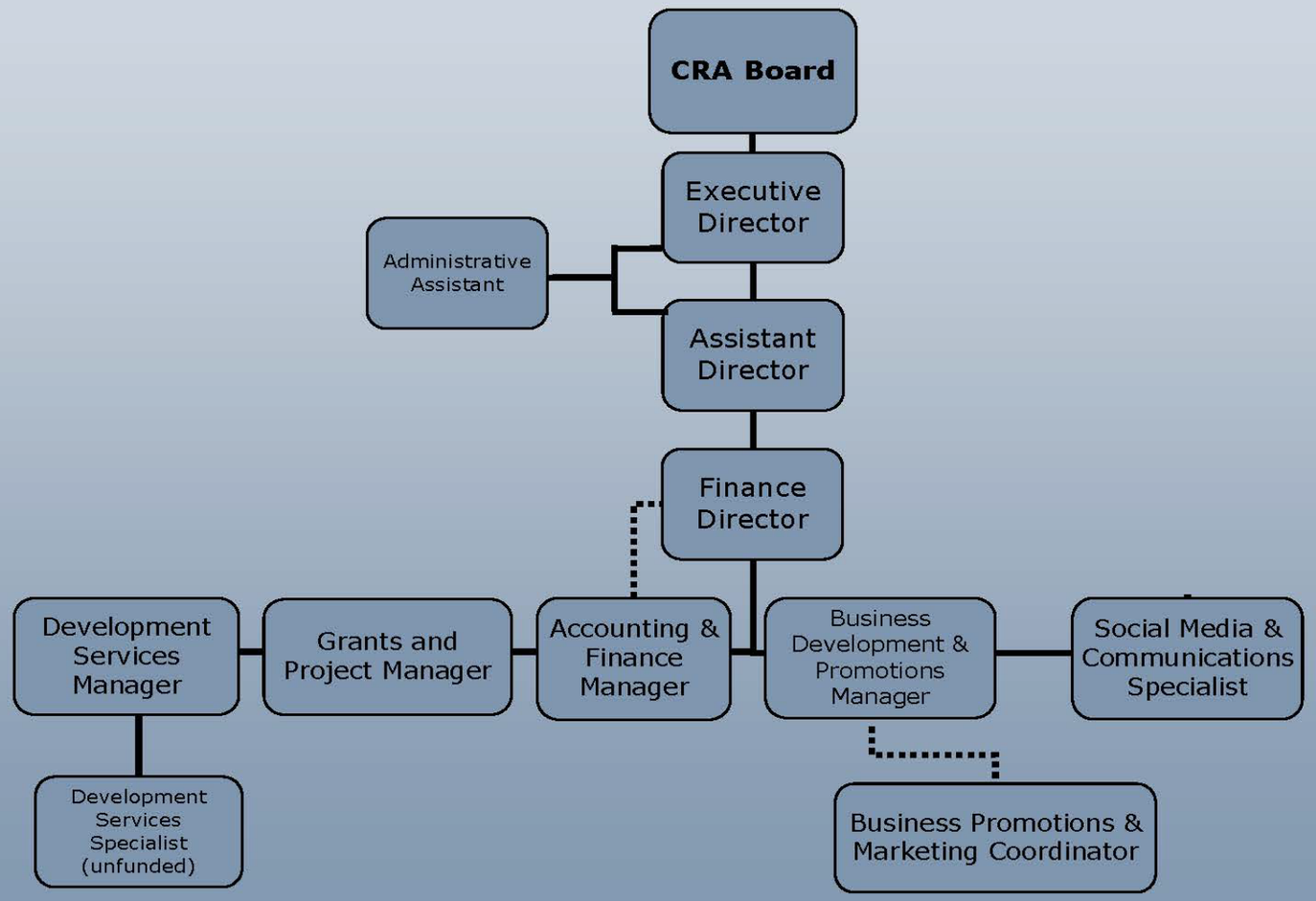
(a) The Property Appraiser will issue revisions to the CRA's taxable values at the end of June 2024, and in early October 2024, with a final certified tax value in mid-2025. The CRA's budgeted tax increment revenue will be based on the first, or May 28, 2024, "Estimates of Taxable Values" with a 1% deduction for the final Property Appraiser certified tax adjustments ("true-up") in mid- 2025

Boynton Beach Community Redevelopment Agency
FY 2024-2025 Budget - Personnel

	Position	Personnel FY 2023-2024 No.	Personnel FY 2024-2025 No.
1	Executive Director	0	1
2	Assistant Director	1	1
3	Finance Director	1	1
4	Accounting and Finance Manager	1	1
5	Development Services Manager	1	1
6	Grants and Project Manager	1	1
7	Business Development and Promotions Manager	1	1
8	Business Promotions & Marketing Coordinator	1	1
9	Social Media Communications Specialist	1	1
10	Administrative Assistant	1	1
	Total Personnel	**9**	**10**

Executive Director Position Vacant

Boynton Beach CRA Organization Chart FY 2024—2025



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

NEW BUSINESS

AGENDA ITEM 15.B

SUBJECT:
Discussion and Consideration of the Second Amendment to the Boynton Harbor Marina Management Agreement with Waypoint Marine, Inc.

SUMMARY:
On August 10, 2021, the CRA Board (CRA) awarded the Boynton Harbor Marina management contract to Waypoint Marine, Inc. (Waypoint) pursuant to a Request for Qualifications and Proposals for the Boynton Harbor Marina Fuel Dock & Marina Slips Management Services (see Attachment I). The Agreement for the management services became effective on October 1, 2021 (see Attachment II).

Pursuant to Section Eight-A of the Agreement, the original term of the Agreement was for three (3) years from the effective date; beginning on October 1, 2021, and ending on September 30, 2024. The Agreement may be renewed for two (2) additional three (3) year terms at the mutual agreement of both Parties which must be evidenced in writing and signed by both parties 15 days prior to expiration of Agreement.

On October 16, 2023, the CRA approved the First Amendment to the Agreement. The First Amendment temporarily extended the Marina's hours of operation from January 15, 2024, to July 15, 2024, and increased the compensation to Waypoint (see Attachment III).

On August 13, 2024, the CRA Board discussed the results of the of the extended hours and approved permanent extension of the Marina's hours Mondays through Thursdays until 6:00 pm between May 15, 2025, through Labor Day weekend. This will add 62 hours of operation (at the agreed rate of $40 per hour) for an increased compensation of $2,480 to Waypoint.

Waypoint has agreed to the Second Amendment as prepared by CRA legal, which extends Management Services for an additional three (3) years (see Attachment IV). The Second Amendment also provides for the increase in Waypoint's annual compensation (3% annually per the RFQ/RFP), along with the extended operating hours for the 2025 season.

FISCAL IMPACT:
FY 2024-2025 Budget, General Fund Line Item 01-51630-241- $240.148.12
FY 2025-2026 Budget, General Fund Line Item 01-51630-241- $244,798.16
FY 2026-2027 Budget, General Fund Line Item 01-51630-241- $252,141.10

CRA PLAN/PROJECT/PROGRAM:
2016 CRA Redevelopment Plan, Downtown District

CRA BOARD OPTIONS:
1. Approve the Second Amendment to the Boynton Harbor Marina management contract to Waypoint Marine, Inc.
2. Do not approve the Second Amendment to the Boynton Harbor Marina management contract to Waypoint Marine, Inc.
3. Provide alternative direction.

ATTACHMENTS:

Description

- Attachment I - 08/10/21 CRA Minutes Awarding Contract to Waypoint
- Attachment II - Fully Executed Marina Management Agreement 2021-2024
- Attachment III - Fully Executed First Amendment Management Services Agreement Waypoint
- Attachment IV - Second Amendment Management Services signed by Waypoint

Mr. Simon explained they were asked to bring back information for consideration of elevating Ms. Shutt to Interim Executive Director as his replacement as Executive Director. If the Board supports her, they can bring back a contract at the next meeting.

If making Ms. Shutt interim director immediately, the motion could be pursuant to the same terms and conditions as Mr. Simon's contract. They could then bring the contract back to the Board at the next meeting.

Board Member Katz favored option 1, to name Ms. Shutt officially as Interim Director and direct Counsel to bring back a contract agreement. He thought when there is talent in the house, unless you have a reason not to support the person, there is no need to go outside. He thought Ms. Shutt was supremely qualified and supported not reducing her salary as she would receive the same pay and benefits as Mr. Simon, based on negotiations.

Chair Grant asked for a Motion to approve Option 1.

Motion

Vice Chair Hay so moved. Board Member Romelus seconded the motion.

Ms. Shutt thanked all and advised she had the best mentor and best staff.

The motion passed unanimously. Attorney Duhy asked if she should be moved immediately up to the contract terms Mr. Simon has in the position of Interim Director and learned she would.

17. New Business

A. Consideration of Award and Contract for Responses to the Request for Qualifications and Proposals for the Management of the Boynton Harbor Marina

Theresa Utterback, Development Services Manager, presented the item. The current contract with Waypoint is due to expire October 1, 2021. They issued an RFP/RFQ on June 17, 2021. Responses were due July 20th. Three responses were received and are listed. Staff reviewed the responses, and a sufficiency checklist was provided. She also provided clarification on the fee structure. Staff weighed in on the fee structures and with their experience, ranked Waypoint first, Oasis as the second choice, and Mathew Spain as the third choice. If using Waypoint, based on their experience and him running the Marina, fuel dock and the tenants, he did an excellent job. His annual fees were the least out of the three.

Chair Grant asked for a motion to approve the recommendation of CRA staff.

Motion

Board Member Katz moved to approve. Board Member Romelus seconded the motion

Jan Volker, 421 S. Lakeside Drive, has been involved in Palm Beach County dive tourism for over 20 years. He announced management has been doing an excellent job with the Marina, but there is an issue with dive tourism there, as there are arbitrary rules regarding no more than 15 minutes for loading and unloading of dive tanks and gear. The dive boats are not in anyone's way when moving tanks from the truck to the boats, but they need more time and it endangers the safety of the divers. Divers are getting resentful they are rushed out. He advised the divers are very affluent people that spend a lot of money in restaurants and the area. He suggested changing the arbitrary rules to a 45-minute period or investigate the matter as there is no problem with traffic. Mr. Volker advised this usually takes place in the morning, and it does not restrict anyone. He thought it was something no one thought about before and now might be a good time to think about it. Mr. Volker was not a Marina tenant, but was speaking for Splashdown Divers.

Chair Grant thought 30 minutes might be safer and then get a report next year to see if additional time is needed. Mr. Simon explained this has been ongoing since the slips were renovated. There is a complication of life on the docks with captains getting extra time. He thought the Board could allow the dockmaster more time for this issue. The CRA does not get complaints, on a regular basis, that the dockmaster is running them off, but there is an ongoing effort to keep the Captains and tenants that for years would fight the decision to move their own vehicles out of the loading and unloading area. Staff has done all kinds of studies to justify the decisions they make, but the Marina was redesigned. This is the first time an issue is being brought to the Board. He thought Mr. Smith would be happy to be flexible. Half an hour to load and unload only, then move to a secure parking space. Chair Grant commented they can discuss changing the sign to 30 minutes for loading and unloading only and giving Mr. Smith the flexibility and report back in 30 days at the next meeting. Board Member Katz agreed. Mr. Smith runs the Marina and can report back.

(Board Member Romelus left the dais at 8:07 p.m.)

Dave Collin, owner of Splashdown Divers, advised he has been there for 40 years and no one has complained about the parking before. He tests the tanks to supply the proper ratio of gas. He cannot do it in 15 minutes and he has informed Mr. Smith. Mr. Simon explained Mr. Collin was conducting another type of business from the back of his truck. It is not necessarily divers being shewed away by the manager. If there is an unusual business need that needs to be adjusted for, the tenant should make the request. He is there at 7:30 in the morning and brought this to Mr. Smith's attention

Brian Smith, Dockmaster, explained with parking, the contract specifies 15 minutes. He suggested they try 30 minutes for the divers. The other boats may not need as much

time. It is in the contract and on the sign. He would try 30 minutes for the dive boats owners only.

(Board Member Romelus returned to the dais at 8:10 p.m.)

The motion passed unanimously.

B. Discussion and Consideration of the Request from City for the CRA Owned Parcels located at the NE corner of NE 3rd Street and NE 9th Avenue

Mr. Simon presented the item. The item is a transfer request from the City for parcels the City had originally purchased that were transferred to the CRA years ago. The parcels were intended to provide a relocation site for the Community Caring Center, which did not occur. The City has a need for the property to be under their ownership in order to have the ability to dispose of it.

Motion

Board Member Katz moved to approve. Board Member Hay seconded the motion. The motion passed unanimously.

18. Future Agenda Items

A. Discussion and Consideration of Lease Terms with C Life C Food, Inc. for the CRA-owned Property located at 401-407 E. Boynton Beach Boulevard

B. Discussion and Consideration of a Letter of Intent from the Barber Family Companies LLC for CRA-Owned Property Located at 211 E. Ocean Avenue

C. Ocean Breeze East Affordable Multi-Family Rental Apartment Project Update

19. Adjournment

There being no further business to discuss, Chair Grant adjourned the meeting at 8:13 p.m.

Catherine Cherry

Catherine Cherry
Minutes Specialist

Boynton Harbor Marina
Fuel Dock & Slips Management Services Agreement

This Management Agreement ('Agreement") is made the dates indicated below, by and between Boynton Beach Community Redevelopment Agency, a governmental entity created pursuant to Florida Statute Chapter 163, with its principal office located at 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435 ("Owner"), and Waypoint Marine Inc., a corporation organized and existing under the laws of Florida, with its principal office located at 12649 67th St N West Palm Beach FL 33412 ("Manager").

RECITALS

A. Owner owns a Fuel Dock and Marina at 735 Casa Loma Boulevard, Boynton Beach, Florida (the "Fuel Dock and Marina").

B. Manager represents that it is qualified in the supervision, operation, maintenance and management of fuel docks and marinas.

C. Owner desires to engage Manager to act as an independent contractor in supervising, administering and managing the Fuel Dock and Marina.

D. Manager desires to furnish those services, all subject to the terms and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

SECTION ONE
INCORPORATION; APPOINTMENT OF MANAGER; MANAGER'S REPRESENTATION

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

B. For the term of this Agreement, Manager shall be the sole and exclusive entity to supervise, operate, manage and maintain the Fuel Dock and Marina, along with any ancillary facilities as Owner shall specifically direct, on the terms and conditions stated below.

C. Manager shall supervise, manage, operate, and maintain the Fuel Dock and Marina in an efficient and satisfactory manner. Manager shall act in a fiduciary capacity

with respect to the proper protection of and accounting for Owner's assets. In this capacity, Manager shall serve Owner's interests at all times.

SECTION TWO
MANAGEMENT AND OPERATION SERVICES

Manager shall perform the following services in connection with the supervision, operation, maintenance, and management of the Fuel Dock and Marina ("Management and Operation Services") in accordance with the terms and conditions set forth in this Agreement. The method, manner, and means of the Management and Operation Services shall be under Manager's control.

A. General Operation: Manager agrees to properly, adequately, safely, and economically, supervise, manage, operate, maintain, and account for the Fuel Dock and Marina in accordance with the terms of this Agreement. Management and Operation Services shall include, but not be limited to, managing, operating, and maintaining any buildings or structures located at the Fuel Dock and Marina; all aspects of fuel sales and purchases; maintaining the Fuel Docks and Marina in a safe, sanitary, and usable manner; and leasing and management of dockage slips to the extent required by any dockage slip lease agreements (or similar documents) and this Agreement. Manager will operate the Fuel Dock and Marina according to industry standards and in the same manner as is customary and usual in the operation of comparable facilities. Manager will operate the Fuel Dock and Marina for Owner and shall act at all times in Owner's best interest. So far as is economically and legally possible, Manager will use the same procedures, practices, management techniques and other rules of operation as those used by similar fuel docks and marinas, including other fuel docks and marinas managed by Manager (except where this Agreement specifically provides for a different procedure or practice).

B. Manager's Personnel: Manager represents that Manager has, or will secure at Manager's own expense, all necessary personnel required to perform the Management and Operation Services under this Agreement. All Management and Operation Services shall be performed by Manager, or under Manager's supervision, and all personnel engaged in performing the Management and Operation Services shall be fully qualified, and if required, licensed or permitted under federal, state, and local law to perform such Management and Operation Services. Manager warrants that all Management and Operation Services shall be performed by skilled and competent personnel in accordance with all applicable federal, state and local professional and technical standards.

Such personnel shall not be employees of, or have a contractual relationship with, Owner. Manager shall have full responsibility for all matters pertaining to employment, supervision, compensation, promotion, and discharge of personnel.

Owner shall have no liability with respect to employment matters. Manager shall fully comply with all applicable laws and regulations that govern the employer employee relationship, including but not limited to laws and regulations regarding worker's compensation, social security, taxes, unemployment insurance, hours of labor, wages, and working conditions. Manager represents that it is and will continue to be an equal opportunity employer and must advertise as such.

Notwithstanding any other provision to the contrary, Manager shall notify Owner at least five days prior to the proposed replacement of the person acting as the Fuel Dock and Marina's general manager. The replacement of any general manager will be subject to the review and approval of Owner.

C. Prices: The establishment of all prices, price schedules, rates and rate schedules shall be subject to Owner's prior written approval.

D. Income: Manager shall use diligent efforts to collect all income of any type and nature which may become due from time to time for goods and services directly or indirectly related to sales, leases, rentals, or otherwise connected to the Fuel Dock and Marina. This income includes, but is not limited to, monies collected for the payment for slip rentals, utilities for slip rentals, fuel, and convenience items. Manager shall collect and identify any income due to Owner and deposit such income daily into the Operating Account as specified below. Manager shall not write off any income due without the prior written approval of Owner.

In the event the Manager determines it is necessary to retain legal counsel or a collection firm to collect any incomes, the Manager shall be required to obtain Owner's approval in writing for the selection and retention of such counsel or firm. All expenses incurred in retaining such counsel or firm shall be submitted to Owner for approval prior to payment.

E. Repairs, Alteration, Maintenance, Decorations: The Manager shall be responsible for making such repairs, alterations and decorations for the Fuel Dock and Marina as Manager may deem reasonable and necessary for the proper maintenance and operation of the Fuel Dock and Marina. Manager shall obtain prior written approval from Owner prior to commencement of work for all repairs, alterations, maintenance, and decorations for all costs which exceed 500.00. Owner shall be responsible for payment of such repairs, alterations, maintenance and decorations so long as where required, Manager obtained prior written approval for such costs.

F. Convenience Items: "Convenience items" shall mean items including, but not limited to, ice, bait, snacks, fishing tackle and oil. Manager shall have the exclusive right to sell convenience items at the Fuel Dock and Marina. Manger shall have the sole responsibility for the sale of convenience items and any activities related to such sales, except that Owner must approve a list of convenience items to be sold in writing prior to the sale of the convenience items. Manager shall be responsible for procuring and paying

for the convenience items to be sold. Manager shall collect the income for the sale of any convenience items and deposit all such income into the Operating Account. Owner shall withhold ten percent (10%) of the amount of gross sales, less any sales tax, as the fee for the right to sell convenience items, and remit any remaining funds from the sale of convenience items to Manager.

Unless otherwise directed by Owner, all concessions and licenses for the sale of convenience items shall be in Manager's name as Manager for the Fuel Dock and Marina, and not in the name of Owner.

G. Service Agreements: Manager shall negotiate service contracts and other contracts reasonably necessary, or desirable in the usual course of business, for the operation of the Fuel Dock and Marina, except that Manager shall not enter into any contract for cleaning, maintaining, repairing or servicing of the Fuel Dock and Marina, or any of the constituent parts, that requires annual payments in excess of $250.00 without the prior written consent of Owner. As a condition to obtaining that consent, Manager shall supply Owner with a copy of any such proposed contract and shall declare to Owner any relationship between Manager (or any person or entity related to or in control of Manager) and the party proposed to supply the goods or services. All service contracts shall: (a) be in the name of Manager, (b) be assignable, at Owner's option, to Owner or Owner's nominee, (c) include a provision for cancellation by Owner or Manager upon not less than thirty (30) days' written notice, and (d) require that all contractors provide evidence of sufficient insurance. If this Agreement is terminated for any reason, Manager shall, at Owner's option, assign to Owner or Owner's designee all service agreements pertaining to the Fuel Dock and Marina.

H. Inventory, Supplies and Equipment: During the Owner's annual budget process, Owner shall approve the overall operating and maintenance budget for the Boynton Harbor Marina Slips and Fuel Dock facility. Owner shall purchase all inventories, provisions, supplies and equipment as Manager may deem reasonably necessary in order to properly maintain and operate the Fuel Dock and Marina with the exception of those items as described in Section Two-F.

I. Advertising: At the request of Owner, Manager shall prepare advertising plans and promotional materials to be used for rentals and sales related to the Fuel Dock and Marina. Such plans or materials shall only be used if approved in advance in writing by Owner and in conformity with that approval. Manager shall not use Owner's name in any advertising or promotional materials without Owner's prior written approval in each instance. Advertising and promotional materials shall be prepared in full compliance with federal, state and local laws, ordinances, regulations and orders, including fair housing laws.

J. Compliance with Laws in Relation to Management and Operation Services: Manager shall be responsible for full compliance with federal, state and municipal laws,

ordinances, regulations and orders relating to the renting, use, operation, repair and maintenance of the Fuel Dock and Marina. Manager shall be responsible for full compliance with the rules, regulations or orders of the local board of fire underwriters or other similar body. In particular, Manager shall be responsible for full compliance with all laws, rules and regulations relating to the storage and sale of hazardous materials as hereinafter further provided. Manager shall promptly remedy any violation of any such law, ordinance, rule, regulation or order which comes to its attention.

Expenses incurred in remedying violations may only be paid by the Owner, unless the expenses are the result of the negligence or other wrongful act or omission of Manager. If the violation is one for which Owner or other title holder might be subject to penalty, Manager shall notify Owner as soon as possible and shall fully cooperate with Owner to promptly remedy the violation. Any and all costs, fines and penalties payable as a result of the violation accruing between the date of Manager's first receiving actual notice of the violation and the date Manager gives notice to Owner shall be borne by Manager.

K. Hurricane and Extreme Weather Preparedness: Manager shall be responsible for developing a hurricane and extreme weather preparedness plan for the Fuel Dock and Marina that will be implemented in the event of a hurricane, flooding, or other extreme weather event. The hurricane and extreme weather plan should be consistent with actions typical and customary to fuel dock and marina industry standards.

The hurricane and extreme weather preparedness plan must be approved by the Owner in writing.

L. Taxes; Mortgages: Upon request by Owner, Manager shall obtain and verify bills for real estate and personal property taxes, improvement assessments, and other similar charges that are or may become liens against the Fuel Dock and Marina. Manager may, using its best judgement, make a recommendation to Owner as to whether to pay or appeal such bills. Owner shall make the final determination as to whether to pay or appeal such bills. Manager shall provide the bills to Owner for payment by Owner in sufficient time for Owner to timely pay bills, avoid penalties for late payment, or permit Owner to take advantage of any discounts. Manager shall not make any payments towards any lease, mortgage, deed of trust, or other security instrument affecting the Fuel Dock and Marina.

M. No Leasing: Manager shall not lease any space or portion of the Fuel Dock and Marina without the prior written consent of Owner.

N. General: Subject to the terms and conditions of this Agreement, Manager shall perform all acts reasonably necessary for performing the Management and Operation Services for the Fuel Dock and Marina in an efficient and proper manner and in accordance with industry standards and any standards and policies established or to be established by Manager for the operation of a first-class fuel dock and marina.

SECTION THREE.
ACCOUNTS AND RECORDS

A. Inspection: All books, accounts and records maintained onsite for the operation of the Fuel Dock and Marina, including all accounts in the name of the Manager, and shall be open at all reasonable hours for inspection and audit by Owner or any auditor or accountant selected by Owner for that purpose. In all cases, proper identification must be given to the general manager in charge of the Fuel Dock and Marina before the general manager shall be required to allow inspection for that purpose. Other public records laws may apply. Within six (6) months after the close of each fiscal year of Owner, independent auditors, satisfactory to Owner, shall audit the books and accounts, including all accounts used by Manager. Owner shall be responsible for the payment of expenses associated with such audit. A copy of the audit shall be furnished to each of the Parties to this Agreement immediately upon completion. If the audit results in any recommendations or reveals the necessity for any corrective actions, the Parties must take such corrective actions or implement such recommendations within 30 calendar days.

B. Owners Books of Accounts: Manager, in the conduct of its responsibilities to Owner, shall assist Owner in maintaining adequate and separate books and records for the Fuel Dock and Marina. Manger shall maintain all books and records in such format and manner as Owner may require from time to time. Manager shall ensure control over accounting and financial transactions as reasonably required to protect Owner's assets from theft, error, or fraudulent activity on the part of Manager's employees or other agents. Losses arising from those instances are to be borne by Manager and shall include but not be limited to:

i. Theft of assets by Manager's employees or other agents;

ii. Penalties, interest, or loss of vendor discounts due to delay in payment of invoices, bills or other similar charges;

iii. Overpayment, nonpayment, or duplicate payment of invoices or fuel sales by cash or credit card arising from either fraud or error;

iv. Overpayment of labor costs arising from either fraud or error;

v. A sum equal to the value of any form of payment from purveyors to Manager's employees or affiliates arising from the purchase of goods or services for the Fuel Dock and Marina; and

vi. Unauthorized use of facilities by Managers employees or associates.

C. Manager's Books of Accounts: Manager, in the conduct of its responsibilities to Owner, shall maintain adequate and separate books and records for the Management Costs for which Manager is responsible for payment. Manger shall

maintain all books and records in such format and manner as Owner may require from time to time. All such books and records shall be maintained on site or at a location agreed to by Owner. Manager shall ensure control over accounting and financial transactions as reasonably required to protect Owner's assets from theft, error, or fraudulent activity on the part of Manager's employees or other agents. Losses arising from those instances are to be borne by Manager.

D. Financial and Accounting Reports: Manager shall provide to Owner, on a monthly basis or as often as Owner requests, a report ("Monthly Report") of profits, losses, of all transactions occurring from the first day of the prior month to the last day of the prior month ("Accounting Period"). The format and substance of the Monthly Report may be altered as specified by the Owner from time to time. Unless otherwise specified by Owner, these Monthly Reports are to be received by Owner no later than five (5) calendar days after the end of the Accounting Period and must show all fuel sales, taxes collected for fuel sales, fuel purchases, store sales, convenience item sales, collections, monthly delinquencies, uncollectible items, and other financial matters pertaining to the management, operation, leasing, and maintenance of the Fuel Dock and Marina during the Accounting Period. Convenience items shall account for the purchase and sale of convenience items with the same specificity as it accounts for other financial matters. The Monthly Reports shall contain a comparison of monthly and year-to-date actual income and expenses with the approved budgets for the Fuel Dock and Marina.

Additionally, Manager shall provide Owner (1) a daily report including all transactions; and (2) a weekly report of fuel purchases, taxes collected for fuel sales, sales of Manager's goods, and inventory. The fuel report shall be for the days of Monday through Sunday and shall be due on the Wednesday immediately following the reporting week. Manager shall also provide Owner with a copy of the monthly sales tax paid on Manager's goods and inventory to the Florida Department of Revenue.

SECTION FOUR
DISPOSITION OF FUNDS FROM FUEL DOCK AND MARINA OPERATIONS

Funds received in the management and operation of the Fuel Dock and Marina or from Owner that come into Manager's possession shall be received, handled and disposed of as follows:

A. Owner's Operating Accounts: All funds received by Manager resulting from the management and operation of the Fuel Dock and Marina, including any working capital furnished by Owner, shall be funds of Owner and shall be deposited by Manager in the account at the banking institution or institutions selected by Owner in the name of Owner ("Operating Account"). All such funds shall be deposited daily. Daily deposit of funds shall either be made by Manager or Owner, as Owner shall specify to Manager from time to time. Manager shall make arrangements and Owner shall sign all necessary paperwork to enable Manger to accept credit card charges for fuel purchases at the Fuel Dock and Marina. Manager shall have no signing authority over the Operating Account.

Owner shall provide Manager with electronic access on a READ ONLY basis to the Operating Account and Point of Sale system for purposes of business inquiries to credit card deposits, electronic fuel payments, deposits and payments.

B. Payment of Expenses: Owner shall be responsible for the payment of expenses necessary for the proper performance of the Management and Operation Services and the management and operation of the Fuel Dock and Marina, including but not limited to payment for repairs, maintenance, janitorial supplies, equipment, signage, and similar expenses. Manager shall provide invoices to Owner's designee for payment. Owner and Manager shall make arrangements with Manager's fuel supplier for electronic payments, payment terms, and other appropriate arrangements to facilitate the delivery of fuel as necessary.

This paragraph shall not be construed so as to require to Owner to be responsible for payment of Management Costs, which shall include, but not be limited to, expenses related to Manager's employees, Manager's vehicles, Manager's insurance, Manager's overhead, or other costs associated with Manager's corporate affairs.

C. Payment to Owner: Owner shall have full control of the Operating Account and all funds from the operations of the Fuel Dock and Marina. Owner may disburse funds to itself as it deems appropriate.

SECTION FIVE
MANAGER NOT TO PLEDGE OWNER'S CREDIT

Manager shall not pledge the credit of Owner nor shall Manager in the name of, or on behalf of, Owner borrow any money or execute any promissory note, bill of exchange or otherwise bind or obligate Owner.

SECTION SIX
REIMBURSEMENT FOR EXPENSES

Everything done by Manager in the proper performance of its obligations and all permitted expenses incurred by it under this Agreement shall be for and on behalf of Owner and for Owner's account. Manager shall be reimbursed for any proper expenses upon presentation of a receipt and approval of the same by Owner.

SECTION SEVEN
INSURANCE

A. Owner's Insurance: Owner, at Owner's expense, will obtain and keep in force adequate insurance, including pollution coverage, against physical damage (such as fire with extended coverage endorsement, boiler and machinery, and similar physical

damage) and against liability for loss, damage or injury to property or persons which might arise out of the occupancy or ownership of the Fuel Dock and Marina. Manager will be covered as an insured in all liability insurance maintained with respect to the management, operations or maintenance of the Fuel Dock and Marina.

Nothing here shall be construed as indemnifying Manager or its employees, contractors or agents against any act or omission for which insurance protection is not available; neither is the preceding intended to affect the general requirement of this agreement that the Fuel Dock and Marina shall be managed, operated and maintained in a safe condition and in a proper and careful manner. Manager shall fully cooperate with Owner and any insurance company in obtaining and maintain insurance coverage and shall aid and cooperate in every reasonable way with respect to defending any claims against any insurance policy. Owner shall include in its hazard policy covering the Fuel Dock and Marina, Owner's personal property, fixtures and equipment located on it.

B. Workers Compensation: Manager must furnish a certificate evidencing workers' compensation insurance coverage in a form acceptable to Owner. The certificate shall have attached an endorsement that Owner will be given at least ten (10) days' prior written notice of cancellation of or any material change in the policy.

C. Insurance: Manager must obtain and maintain Marine General Liabilities and Marina Operators Liability and Protection and Indemnity Insurance including Comprehensive General Liability of at least $1,000,000.00 combined single limit per occurrence, with minimum $2,000,000 Aggregate Limit, and Liquor Legal Liability if licensed to sell beer. Manager shall provide Auto Insurance with a minimum limit of $100,000 per person, $300,000 per occurrence for Bodily Injury Liability and Property Damage Liability that includes Owned Vehicle, and Employee Non-Ownership Coverage. All insurance must include an endorsement in favor of Owner granting Owner status as an Additional Insured and a waiver of subrogation shall be provided for all policies except for workers compensation. A copy of policies shall be furnished to Owner. The certificates shall have attached an endorsement that Owner will be given at least ten (10) days' prior written notice of cancellation of or any material change in the policy.

The Owner reserves the right to ensure and require that the insurance coverages provided by the Manager are proper and that the insurers are licensed or otherwise qualified to do business in Florida. If at any time during the term of the contract the Owner determines that it is in its best interests to insist on an alternative insurance provider, it may do so and the Manager (and Manager's subcontractors) agree to comply with the Owner's decision. The Owner also reserves the right to review, modify, or amend any required coverages, limits, and endorsements during the life of a contract and any extensions thereof. The Owner further reserves the right, but not the obligation, to review and reject any insurer providing coverage on the Manager's behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

D. Additional Insurance: Manager shall be responsible for any insurance Manager deems appropriate for insuring the convenience items and any equipment Manager places in the Fuel Dock and Marina. Manager shall carry such other insurance as reasonably required by Owner.

E. Contractor Insurance: Manager shall require that all contractors or subcontractors that perform work connected to the Fuel Dock and Marina to have insurance coverage at the contractor's or subcontractor's expense, in the following minimum amounts:

i. Worker's compensation in the statutory amount.

ii. Comprehensive general liability of at least $1,000,000.00, combined single limit.

Manager must obtain Owner's permission to waive any of the above requirements. Owner or Manager may require contractors or subcontractors to obtain insurance in higher amounts if Owner or Manager determines that the work to be performed is sufficiently hazardous. Manager shall obtain and keep on file a certificate of insurance, which shows that the subcontractor is so insured. Owner shall be named as an additional insured on the certificate.

SECTION EIGHT
AGREEMENT TERM, EFFECTIVE DATE AND TERMINATION

A. Agreement Term & Effective Date: The original three (3) year term ("Agreement Term") shall commence on October 1, 2021 hereto ("Effective Date") and, unless earlier terminated pursuant to this Agreement, shall end on September 30, 2024. The Agreement may be renewed for two (2) additional three (3) year terms at the mutual agreement of both Parties which must be evidenced in writing signed by both parties 15 days prior to expiration of Agreement.

B. Termination: Either Party to this Agreement may terminate this Agreement with or without cause by giving sixty [60] days' prior notice in writing to the other Party.

Upon termination of this Agreement all sums due to either Party shall become immediately due and payable.

In addition to other termination rights provided in this Agreement, this Agreement shall terminate automatically and immediately upon sale of the Fuel Dock and Marina by Owner or upon termination of Owner's right to sell fuel at the Fuel Dock and

Marina. Owner agrees to give Manager prior notice of any sale of the Fuel Dock and Marina, or any portion thereof.

Owner may terminate this Agreement for failure to timely provide the Monthly Reports. If Manager fails to timely provide the Monthly Reports more than twice in succession or more than four (4) times during the term of this Agreement, Owner shall have the right to either terminate this Agreement or to put Manager on notice of probation. If Owner puts Manager on notice of probation, Owner may terminate Manager without notice for any further failure to timely provide the Monthly Reports.

Owner may terminate this Agreement, without notice, if Manager fails to comply with all regulatory guidelines and requirements for the storage and dispensing of fuel, or if Manager allows any hazardous conditions to exist regarding the storage and dispensing of fuel.

SECTION NINE
DEFAULT

The failure of either Party to comply with the material provisions set forth in this Agreement shall constitute a default and breach of this Agreement. If the defaulting or breaching Party fails to cure the default within seven (7) days written notice from the other Party, the Party not in breach or default may terminate this Agreement.

SECTION TEN
WAIVER

Owner shall not be responsible for any property damages or personal injury sustained by Manager, Manager's employees or Manager's agents from any cause whatsoever related to the Management and Operation Services of this Agreement, whether such damage or injury occurs before, during, or after the performance of Management and Operation Services. Manager hereby forever waives, discharges, and releases Owner, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by Manger. This waiver, discharge, and release specifically includes negligence by Owner, its agents, or its employee, to the fullest extent the law allows.

SECTION ELEVEN
COMPENSATION OF MANAGER

Owner shall pay the Manager an annual management fee in the following amounts:

For Fiscal Year 2021-2022, which shall run from October 1, 2021 to September 30, 2022: $ 217,500.00

For Fiscal Year 2022-2023, which shall run from October 1, 2022 to September 30, 2023: $ 224,025.00

For Fiscal Year 2023-2024, which shall run from October 1, 2023 to September 30, 2024: $ 230,745.75

Owner shall pay the Manager 1/12 of the annual management fee due on the first day of the month for Management and Operation Services performed in the previous month. Payment shall be deemed late on the 15th day of the month. The form of payment shall be as agreed to by the parties from time to time.

SECTION TWELVE
INDEMNIFICATION; LIMITATION OF LIABILITY

Manager shall indemnify, save, and hold harmless Owner, 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 Owner, its agents, or its employees, by reason of any property or other damages or personal injury, including sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the Manager's performance of the Management and Operation Services or the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the Manger (or that is supervised, operated, managed, or maintained by Manager), Manager's agents, and Manager's employees or the performance of this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of Owner as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require Act to indemnify Owner for its own negligence, or intentional acts of Owner, 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.

To the extent permitted by law, the Owner'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 total compensation described in this Agreement or the direct out-of-pocket damages actually incurred, whichever is less.

SECTION THIRTEEN
SALE OF FUEL DOCK AND MARINA

If Owner executes a listing agreement with a broker for sale of the Fuel Dock and Marina, Manager shall cooperate with such broker to the extent that the broker's activities do not unreasonably interfere with Manager's performance of the Management and Operation Services. Manager will permit the broker and potential purchasers to access

and exhibit the Fuel Dock and Marina during reasonable business hours so long as the broker has secured Manager's permission in advance. Manager's agreement to accommodate a broker and facilitate in the sale of the Fuel Dock and Marina is a material provision of this Agreement, and Manager agrees that failure on its part to extend cooperation to a broker desiring to show the Fuel Dock and Marina is a material default on its part under this Agreement and is grounds for immediate termination of this Agreement.

SECTION FOURTEEN
NOTICES

Any notice, statement or demand required or permitted by this Agreement shall be in writing, and shall be sent by registered or certified mail to:

For Owner:
Boynton Beach Community Redevelopment Agency
c/o Thuy Shutt
100 E. Ocean Avenue, 4th Floor
Boynton Beach, FL 33435,

or at such other address as Owner may, from time to time, designate to Manager in writing.

For Manager:
Waypoint Marine Inc.
c/o Brian Smith
12649 67th St N
West Palm Beach FL 33412

or at such other address as Manager may, from time to time, designate to Owner in writing.

Any such notice, statement or demand shall be deemed delivered as of the date of delivery identified on the registered or certified mail receipt.

SECTION FIFTEEN
ASSIGNABILITY

Subject to at least 30 days' prior written notice to and approval by Owner, Manager may assign its respective rights, interests and obligations under this Agreement to any subsidiary, to any corporation with which it merges or is consolidated, or to which it sells the majority of its assets. No other assignment of this Agreement or the rights under it by Manager shall be permitted.

Owner shall have the right to assign this Agreement to any purchaser, lessee or other transferee of substantially all of the assets comprising the Fuel Dock and Marina, provided such purchaser, lessee or transferee expressly assumes by a writing delivered to Manager all of the obligations of Owner under this Agreement.

SECTION SIXTEEN
COMPETITIVE BIDDING

Manager shall comply with all applicable laws and requirements and procedures outlined in the City of Boynton Beach Procurement Policy, as it may exist from time to time, for the procurement of goods and services in connection with the Operation and Management Services of the Fuel Dock and Marina.

SECTION SEVENTEEN
FINAL ACCOUNTING

Upon termination of this Agreement for any reason, Manager shall promptly deliver to Owner the following with respect to the Fuel Dock and Marina:

A. A final accounting, reflecting the balance of income and expenses of the Fuel Dock and Marina, as of the date of termination or withdrawal, to be delivered within thirty (30) days after such termination or withdrawal;

B. Any balance of monies of Owner or tenant security deposits, or both, held by Manager with respect to the Fuel Dock and Marina, to be delivered immediately upon termination or withdrawal;

C. All records, contacts, bookings, leases, reservation books, receipts for deposits, unpaid bills and other papers or documents which pertain to the Fuel Dock and Marina, to be delivered immediately upon such termination or withdrawal; and

D. A complete inventory of the assets of Owner, including, but not limited to, personal property, equipment, inventory and consumables.

SECTION EIGHTEEN
NO PARTNERSHIP

Manager agrees that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship between Owner and Manager, or Owner and Manager's employees and personnel. It is specifically understood that Manager is an independent contractor and that no employer/employee relationship is or shall be created nor shall exist by reason of this Agreement or the

performance of the Management and Operation Services. Manager is an independent contractor and not an employee of the Owner 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. Manager will exercise its own judgment in matters of safety for its employees and patrons or occupants of the Fuel Dock and Marina.

SECTION NINETEEN
ENFORCEABILITY AND SEVERABILITY

If any provision of this Agreement shall be declared unlawful or invalid, or otherwise unenforceable, the remainder of the Agreement will continue to be binding upon the Parties.

SECTION TWENTY
NO DISCRIMINATION

Manager 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.

SECTION TWENTY-ONE
WAIVER OF PROVISIONS

Owner may, in its sole and absolute discretion, waive any condition, provision, or requirement of the Manager contained in this Agreement. However, Owner shall not be deemed to have waived any such requirement unless such waiver is evidenced in writing that expressly states that Owner intends to waive such condition, provision or requirement. No waiver may be implied by the conduct of Owner, and no waiver shall be deemed to be a continuing wavier unless the continual nature of the waiver is evidenced in writing.

Manager may waive any condition, provision, or requirement of Owner contained in this Agreement. Manager shall not be deemed to have waived any of the conditions, provisions or requirements of Owner contained in this Agreement unless such waiver is evidenced in writing that expressly states that Manager intends to waive such a conditions, provisions or requirement.

SECTION TWENTY-TWO
PUBLIC RECORDS

Owner is a public agency subject to Chapter 119, Florida Statutes. Manager shall comply with Florida's Public Records Law. Specifically, Manager shall:

A. Keep and maintain public records required by the Owner to perform the Management and Operation Services.

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 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 term of the Agreement, and following completion of the Agreement if the Manager does not transfer the records to the Owner.

D. Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the Manager or keep and maintain public records required by the Owner to perform the Management and Operation Services. If the Manager transfers all public records to the Owner upon completion of the Agreement, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Manager keeps and maintains public records upon completion of the Agreement, the Manager 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.

Manager also understands that Owner may disclose any document in connection with performance of the Management and Operation Services or this Addendum, so long as the document is not exempt or confidential and exempt from public records requirements.

IF MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 600-9091; 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435, ShuttT@bbfl.us.

SECTION TWENTY-THREE
NON-SCRUTINIZED COMPANY

Manager 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 Owner determines that this certification is falsified or contains false statements, or that Manager is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the Owner may terminate the Agreement.

SECTION TWENTY-FOUR
E-VERIFY

Manager warrants for itself and its subcontractors that Manager and all Manager's subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. The Manager agrees and acknowledges that the Owner 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 Owner has a good faith belief that Manager 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 Owner shall terminate the contract. If the Owner that has a good faith belief that the Manager and/or Manager's subcontractors 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 Owner shall promptly notify Manager and order Manager to immediately terminate the contract with the subcontractors. Manager shall be liable for any additional costs incurred by the Owner as a result of the termination of a contract based on Manager's failure to comply with E-Verify requirements referenced herein.

SECTION TWENTY-FIVE
COMPLIANCE WITH LAWS

In the performance of the Management and Operation Services under this Agreement, the Manager 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 Owner ordinances and regulations, including ethics and applicable procurement requirements.

SECTION TWENTY-SIX
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.

SECTION TWENTY-SEVEN
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.

SECTION TWENTY-EIGHT
BURDENS AND BENEFITS

This Agreement shall be binding upon and shall inure to the benefit of the respective legal representatives, successors and assigns of Owner and any future Owner or lessee of the Fuel Dock and Marina.

SECTION TWENTY-NINE
HEADINGS

All headings are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

SECTION THIRTY
REPRESENTATION

Manager represents and warrants that it is fully qualified and licensed, to the extent required by law, to manage real estate, fuel docks and marinas and perform all obligations assumed by Manager under this Agreement. Manager agrees to comply with all such laws now or afterwards in effect.

SECTION THIRTY-ONE
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.

The Parties to this Agreement have signed the Agreement as of the dates indicated below. This Agreement may be signed in counterparts with each considered originals. 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.

ADDITIONAL TERMS

A. The parties acknowledge and agree that time is of the essence in the performance under this Agreement.

B. 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.

C. 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. 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 contained in this Agreement.

D. 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.

E. The provisions of this Agreement regarding limitation of liability, indemnity, waiver, insurance, agents, cancellation and any other terms which by their nature imply

survival shall survive the expiration or termination of this Agreement and remain in full force and effect.

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

OWNER:
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____ Date: 8/16/21

Authorized Representative for Owner

Print Name: Steven B. Grant, Chair

Witness: _____ Date: 8/16/21

Witness Name: Theresa Utterback

MANAGER:

By: _____ Date: 8-16-21

Authorized Representative for Manager

Print Name: Brian Smith

Witness: _____ Date: 8-16-21

Witness Name: Janette M. Smith

FIRST AMENDMENT TO THE BOYNTON HARBOR MARINA FUEL DOCK & SLIPS MANAGEMENT SERVICES AGREEMENT

The First Amendment to Boynton Harbor Marina Fuel Dock & Slips Management Services Agreement ("First Amendment") is made by and between the **Boynton Beach Community Redevelopment Agency**, located at 100 E. Ocean Avenue, Boynton Beach, Florida 33435 (hereinafter the "Owner") and Waypoint Marine, Inc., a corporation organized and existing under the laws of Florida, with its principal office located at 12649 67th Street N, West Palm Beach, Florida (hereinafter "Manager") (collectively, the "parties").

WHEREAS, on October 1, 2021, the parties entered into the Boynton Harbor Marina Fuel Dock & Slips Management Services Agreement ("Agreement"); and

WHEREAS, Section 11 of the Agreement provides that for Fiscal Year 2023-2024, which shall run from October 1, 2023 to September 30, 2024, the Owner shall pay the Manager an annual management fee of $230,745.75; and

WHEREAS, due to increased business demand, the Owner would like to temporarily extend the hours of the Boynton Harbor Marina ("Marina") during peak season from January 15, 2024 through July 15, 2024; and

WHEREAS, the extended hours have the potential to result in increase revenues to Owner; and

WHEREAS, the Marina currently operates from 8:00 a.m. to 5:00 p.m. Monday through Thursday, from 8:00 a.m. to 6:00 p.m. on Friday, and from 7:00 a.m. to 6:00 p.m. Saturday through Sunday; and

WHEREAS, the Owner would like to extend the hours from 7:00 a.m. to 6:00 p.m. Monday through Sunday; and

WHEREAS, the Marina's operating schedule will be extended by nine (9) hours; and

WHEREAS, the staffing of the Marina during the extended hours will result in additional costs to the Manager in the amount of $9,360.00; and

WHEREAS, the parties wish to amend the Agreement to increase the compensation to the Manager for the management and operation of the Marina during the extended hours; and

WHEREAS, the parties desire to amend the Agreement only as expressly altered herein;

WHEREAS, this First Amendment will continue to be in furtherance of the CRA Plan;

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

I. **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.

II. **Alteration of Terms.** The terms of the Agreement remain in full force and effect, except for those terms explicitly amended by this First Amendment. The terms of the Agreement shall be amended as follows:

SECTION ELEVEN
COMPENSATION OF MANAGER:

Owner shall pay the Manager annual management fee in the following amounts:

For Fiscal year 2023-2024, which shall run from October 1, 2023 to September 30, 2024: $240,105.75.

Owner shall pay Manager in accordance with the following payment schedule:

October 3, 2023 - $19,228.81
November 3, 2023 - $19,228.81
December 3, 2023 - $19,228.81
January 3, 2024 - $19,228.81
February 3, 2024 - $19,228.81
February 15, 2024 - $1,560
March 3, 2024 - $19,228.81
March 15, 2024 - $1,560
April 3, 2024 - $19,228.81
April 15, 2024 - $1,560
May 3, 2024 - $19,228.81
May 15, 2024 - $1,560
June 3, 2024 - $19,228.81
June 15, 2024 - $1,560
July 3, 2024 - $19,228.81
July 15, 2024 - $1,560.03
August 3, 2024 - $19,228.81
September 3, 2024 - $19,228.81

Totaling $240,105.75

III. **Effective Date of this First Amendment.** This First Amendment will become effective at the date and time that the last party signs this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the day and year written below.

OWNER:

Boynton Beach Community Redevelopment Agency

Witness: _____ By: _____

Print Name: Ty Penserga

Title: Board Chair / Mayor

Date: 10/16/2023

MANAGER

Waypoint Marine, Inc.

Witness: _____ By: _____

Print Name: Brian Smith

Title: Owner

Date: 10-16-23

SECOND AMENDMENT TO THE BOYNTON HARBOR MARINA FUEL DOCK & SLIPS MANAGEMENT SERVICES AGREEMENT

This Second Amendment to Boynton Harbor Marina Fuel Dock & Slips Management Services Agreement ("Second Amendment") is made by and between the Boynton Beach Community Redevelopment Agency, located at 100 E. Ocean Avenue, Boynton Beach, Florida 33435 (hereinafter the "Owner") and Waypoint Marine, Inc., a corporation organized and existing under the laws of Florida, with its principal office located at 12649 67th Street N., West Palm Beach, Florida (hereinafter "Manager") (collectively, the Parties").

WHEREAS, on October 1, 2021, the Parties entered into the Boynton Harbor Marina Fuel Dock & Slips Management Services Agreement ("Agreement"); and

WHEREAS, on October 16, 2023, the parties entered into the First Amendment to the Agreement; and

WHEREAS, the Agreement will terminate on September 30, 2024; and

WHEREAS, Section 8.A. of the Agreement provides that the Agreement may be renewed for two (2) additional three (3) year terms at the mutual agreement of the Parties which must be evidenced in writing signed by both Parties 15 days prior to expiration of the Agreement; and

WHEREAS, the CRA is in need of Management Services beyond the termination date of the Agreement; and

WHEREAS, the Parties desire to renew the Agreement; and

WHEREAS, due to increased business demand during mid-spring and summer afternoons, the Owner would like to extend the hours of the Boynton Harbor Marina ("Marina") during certain times of the year; and

WHEREAS, the extended hours have the potential to result increased revenues to the Owner; and

WHEREAS, the Marina currently operates from 8:00 a.m. to 5:00 p.m. Monday through Thursday, from 8:00 a.m. to 6:00 p.m. on Friday, and from 7:00 a.m. to 6:00 p.m. Saturday through Sunday; and

WHEREAS, the Owner would like to extend the hours from 8:00 a.m. to 6:00 p.m. Monday through Thursday from May 15, 2025, through September 1, 2025; and

WHEREAS, the Marina's operating schedule will be extended by sixty-two (62) hours; and

WHEREAS, the staffing of the Marina during the extended hours will result in additional costs to the Manager in the amount of $2,480.00; and

WHEREAS, the Parties desire to amend the Agreement only as expressly altered herein; and

WHEREAS, this Second Amendment will continue to be in furtherance of the CRA Plan;

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

I. **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.

II. **Renewal of the Agreement.** The Agreement is hereby renewed for a period of three (3) years, beginning on October 1, 2024, and unless earlier terminated pursuant to the Agreement, ending on September 30, 2027.

III. **Alteration of Terms.** The terms of the Agreement remain in full force and effect, except for those terms explicitly amended by this Second Amendment. The terms of the Agreement shall be amended as follows:

SECTION ELEVEN
COMPENSATION OF MANAGER

Owner shall pay the Manager an annual management fee in the following amounts:

For Fiscal Year2024-2025, which shall run from October 1, 2024 to September 30, 2025: $240.148.12.

For Fiscal Year 2025-2026, which shall run from October 1, 2025 to September 30, 2026: $244,798.16.

For Fiscal Year 2026-2027, which shall run from October 1, 2026 to September 30, 2027: $252,141.10.

Owner shall pay the Manager 1/12 of the annual management fee due on the first day of the month for Management and Operation Services performed in the previous month. Payment shall be deemed late on the 15th day of the month. The form of payment shall be as agreed to by the parties from time to time.

IV. **Entire Agreement.** Except as expressly modified by this Amendment, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the Agreement (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

V. **Effective Date.** The Second Amendment will become effective at the date and time that the last party signs this Second Amendment.

VI. **General**. The Second Amendment may be executed in any number of counterparts, one and all of which shall constitute the agreement of the Parties and each of which shall be deemed an original.

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

OWNER:
Boynton Beach Community Redevelopment Agency

Witness: _____

By: _____

Print Name: _____

Title: _____

Date: _____

MANAGER:
Waypoint Marine, Inc.

Witness: Jonathan M. Smith

By: Brian Smith

Print Name: Brian Smith

Title: President

Date: 8-27-24

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

NEW BUSINESS

AGENDA ITEM 15.C

SUBJECT:
Discussion and Consideration of Performance Measures and Standards per Fla. Stat. 189.0694

SUMMARY:
New performance measures and standards reporting requirements were enacted during Florida's 2024 Legislative Session, codified as Section 189.0694, Florida Statutes, effective July 1, 2024. The new statute requires special districts (including community redevelopment agencies) to establish goals and objectives for its programs and activities and performance measures, along with standards to determine if its goals and objectives have been achieved. The goals, objectives, performance measures, and standards must be established by October 1, 2024, or by the end of the first full fiscal year after a District's creation, whichever is later.

The new statute also requires annual reporting each December 1 (beginning December 1, 2025) on whether the goals and objectives were achieved, which goals or objectives were not achieved, and what measures were used to make the determination.

In response to Fla. Stat. 189.0694, and in alignment with the BBCRA's existing activities, projects, and comprehensive reporting, Staff has developed goals and objectives in the following categories:

1. Communication and Engagement
2. Business Development
3. Financial Transparency and Accountability
4. Marina Operations
5. Land Acquisition

These goals and objectives are included (See Attachment I). Due to limited guidance on content or structure, Staff recommends adopting the goals as presented. If additional guidance is provided in the next year, adjustments can be made beginning in 2025. The CRA established comprehensive Annual Report structure will be modified to report on these goals and measurements starting in December, 2025. These reports will be posted on the web page of each individual special district.

Text of the Bill: 189.0694 Special districts; performance measures and standards.

1. Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved.
2. By December 1 of each year thereafter, each special district must publish an annual report on the district's website describing:
    a. The goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination.
    b. Any goals or objectives the district failed to achieve.

FISCAL IMPACT:
None

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

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

ATTACHMENTS:

Description

- Attachment I - Goals, Objective and Measures

Goals, Objectives and Performance Measures

Annual Reporting Form

October 1, 2024 – September 30, 2025

Boynton Beach Community Redevelopment Agency (BBCRA) has established the following goals, objectives and performance measures/standards for the Fiscal Year 2025:

1. Communication and Engagement

Goal 1.1: BBCRA Board Public Meeting Compliance

- **Objective:** Hold regular BBCRA Board meetings to conduct BBCRA related business. Regular meetings will be open to the public and agendas will include time for the public to make comments.
- **Measurement:** Number of public board meetings held per year as evidenced by meeting minutes and legal advertisements.
- **Standard:** A minimum of 6 Board meetings were held during the Fiscal Year.
- **Achieved: Yes ☐ No ☐**

Goal 1.2: BBCRA Advisory Board Public Meetings Compliance

- **Objective:** Hold regular CRA Advisory Board meetings to conduct CRA Advisory Board related business. Regular meetings will be open to the public and agendas will include time for the public to make comments.
- **Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.
- **Standard:** A minimum of 3 Board meetings were held during the Fiscal Year.
- **Achieved: Yes ☐ No ☐**

Goal 1.3: Notice of Meetings Compliance

- **Objective:** Provide public notice of each meeting in advance, and/or notice of annual meeting schedule as legally required. Notice to be shared on BBCRA and City website.
- **Measurement:** Timeliness and method of meeting notices as evidenced by posting to BBCRA and City website.
- **Standard:** 100% of regularly scheduled meetings are advertised with 7 days' notice or by annual notice of meeting schedule, and on BBCRA and City website.
- **Achieved: Yes ☐ No ☐**

Goal 1.4: Website Public Records

- **Objective:** Ensure that meeting minutes, agendas, annual reports, annual budgets and amendments, and financial audit reports, BBCRA creation documents, public notices, boundaries and location map are readily available and easily accessible to the public on the BBCRA's website by completing quarterly website checks.
- **Measurement:** The number of website reviews completed to ensure meeting minutes and other public records are up to date as evidenced by BBCRA Management's records.
- **Standard:** Website checks completed by BBCRA at least once per quarter.
- **Achieved: October ☐ January ☐ April ☐ July ☐**

2. Business Development

Goal 2.1: Business Grant Public Information

- **Objective:** The BBCRA will update grant program information and ensure application information is available on the website.
- **Measurement:** The number of reviews conducted to ensure compliance with objections.
- **Standard:** Minimum of 1 review completed in the Fiscal Year.
- **Achieved: Yes ☐ No ☐ N/A ☐**

Goal 2.2: Public Information on Promotional Activations and Initiatives

- **Objective:** Ensure that promotional activations, Social Media Outreach Program, business directory, and blog information are readily available and easily accessible to the public on the BBCRA's website.
- **Measurement:** The number of website reviews conducted to verify that all information is current and accurately displayed.
- **Standard:** Website checks by BBCRA Management at least once per quarter.
- **Achieved: October ☐ January ☐ April ☐ July ☐**

Goal 2.3: Promotional Activations

- **Objective:** Organize and execute at least six promotional activations annually to highlight BBCRA area businesses in order to prevent and eliminate slum and blight. These activations aim to boost the local economy by driving increased customer engagement and patronage of local businesses, while disseminating information about the BBCRA projects and programs.
- **Measurement:** The total number of promotional activations conducted each year.
- **Standard:** Successfully execute a minimum of six promotional activations within the Fiscal Year.
- **Achieved: Yes ☐ No ☐**

Goal 2.4: Promotional Marketing

- **Objective:** Promote BBCRA projects and programs within the BBCRA area through targeted marketing campaigns and outreach efforts.
- **Measurement:** The number of marketing campaigns that focus on BBCRA projects and programs.
- **Standard:** The number of marketing campaigns executed will be tracked in a quantifiable, reportable manner.
- **Achieved: Yes ☐ No ☐**

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Requirements

- **Objective:** Prepare and approve the annual proposed budget in accordance with statutory requirements.
- **Measurement:** Adoption of Final Budget as evidenced by meeting minutes and budget documents.
- **Standard:** Budget approval & adoption by September 30 and posted to the BBCRA's website two (2) days prior to City budget hearing and sent to the city and county at least 30 days after adoption.
- **Achieved: Yes ☐ No ☐**

Goal 3.2: Audited Financial Statements

- **Objective:** Conduct an annual independent financial audit per statutory requirements.
- **Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit on the BBCRA's website and transmitted to the State of Florida.
- **Standard:** Audit completed by an independent auditing firm per statutory requirements and results were posted to the BBCRA's website and transmitted to the State of Florida.
- **Achieved: Yes ☐ No ☐**

Goal 3.3: Annual Financial Report

- **Objective:** Complete Annual Financial Report (AFR) per Chapter 218, Florida Statutes.
- **Measurement:** Electronic submission of AFR only and email of Audited Financial Statements.
- **Standard:** Submit the AFR to the Department of Financial Services for local governments within nine (9) months after the close of the fiscal year or June 30th.
- **Achieved: Yes ☐ No ☐**

4. Marina Operations

Goal 4.1: Marina Operations

- **Objective:** Preserve a working waterfront and support the boating community and local boating business by ensuring that the Boynton Harbor Marina is operational.
- **Measurement:** Reviews of fuel sales, commercial tenant trip logs, maintenance issues and lease agreements.
- **Standard:** Conduct quarterly reviews of fuel sales, commercial tenant trip logs, maintenance issues and lease agreements, and implement corrective actions as needed.
- **Achieved: October ☐ January ☐ April ☐ July ☐**

5. Land Acquisition

Goal 5.1: Land Acquisition

- **Objective:** Spur redevelopment opportunities within the CRA Districts by acquiring properties for use consistent with the CRA Plan.
- **Measurement:** Review of Multiple Listing Services, tax deed sales, foreclosures, and City property disposals.
- **Standard:** Conduct monthly reviews of Multiple Listing Services, tax deed sales, foreclosures, and City property disposals.
- **Achieved: Yes ☐ No ☐**

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

CRA PROJECTS IN PROGRESS

AGENDA ITEM 16.A

SUBJECT:
Social Media & Print Marketing Update

SUMMARY:
Throughout the month of August, a variety of marketing efforts were made to promote various BBCRA initiatives and projects, as well as, a variety of local businesses that operate within the BBCRA area.

Social Media Marketing

- **BBCRA Project Posts**: Promoted the Coastal Cruiser rideshare program and 500 Ocean redevelopment project.
- **Business Promotional Posts**: Utilized Facebook and Instagram feed and stories to promote a variety of businesses, such as: Armenia, ArtSea Living, Beach House Boutique, and Starfish Scuba.

Digital Marketing

- **Blog Posts**: Promoted Dimensional Healthcare and Marina Cafe on BoyntonBeachInsider.com.
- **Redevelopment Works Newsletter**: The August newsletter was distributed to the BBCRA subscriber list and promoted the following:
  - Boynton Beach Night Market video
  - Budget planning for fiscal year 2024-2025
  - Boynton Beach Boulevard beautification project
  - Dimensional Healthcare
  - Marina Cafe
  - Boynton Harbor Marina - end of seasonal hours
  - Coastal Cruiser rideshare program
- **The Palm Beaches Newsletter**: Promoted the Boynton Harbor Marina in The Palm Beaches Consumer Newsletter.

Print Marketing

- **Coastal Angler**: A quarter-page ad was published in the magazine to promote the Marina.

- **Neighborhood News**: A full page ad was published to promote the Coastal Cruiser.
- **Florida Sport Fishing**: A quarter-page ad was published in the magazine to promote the Marina.

See Attachment I for an overview of the social media and print marketing that were published in August and Attachment II for a full listing of the Facebook and Instagram posts that were shared.

FISCAL IMPACT:
FY 2023-2024 Budget, Project Fund Line Item 01-57400-216 - $1,350

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

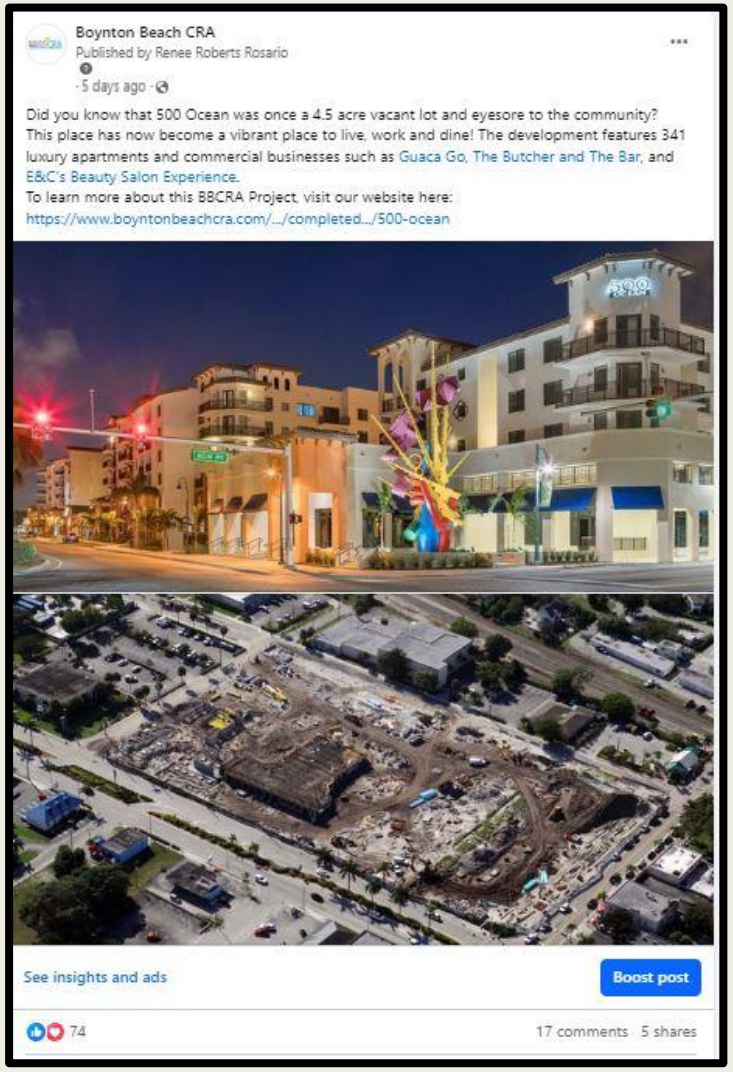
CRA BOARD OPTIONS:
No action is required at this time unless otherwise determined by the CRA Board.

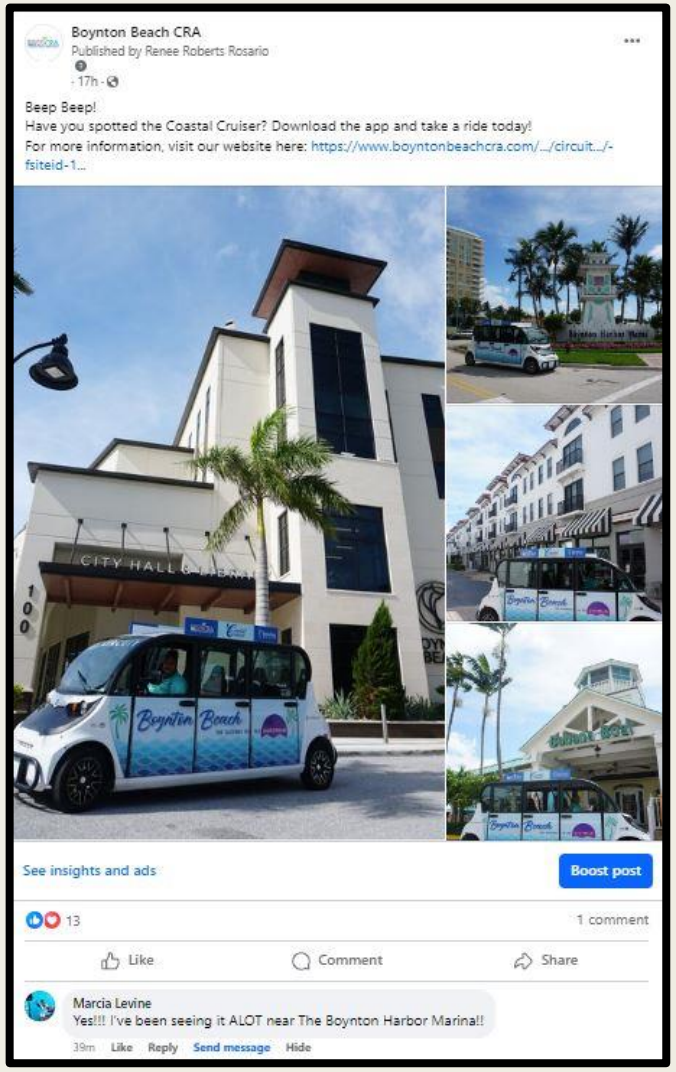
ATTACHMENTS:

	Description
•	Attachment I - August Marketing & Social Media Overview
•	Attachment II - Facebook & Instagram Posts

SOCIAL MEDIA & PRINT MARKETING OVERVIEW

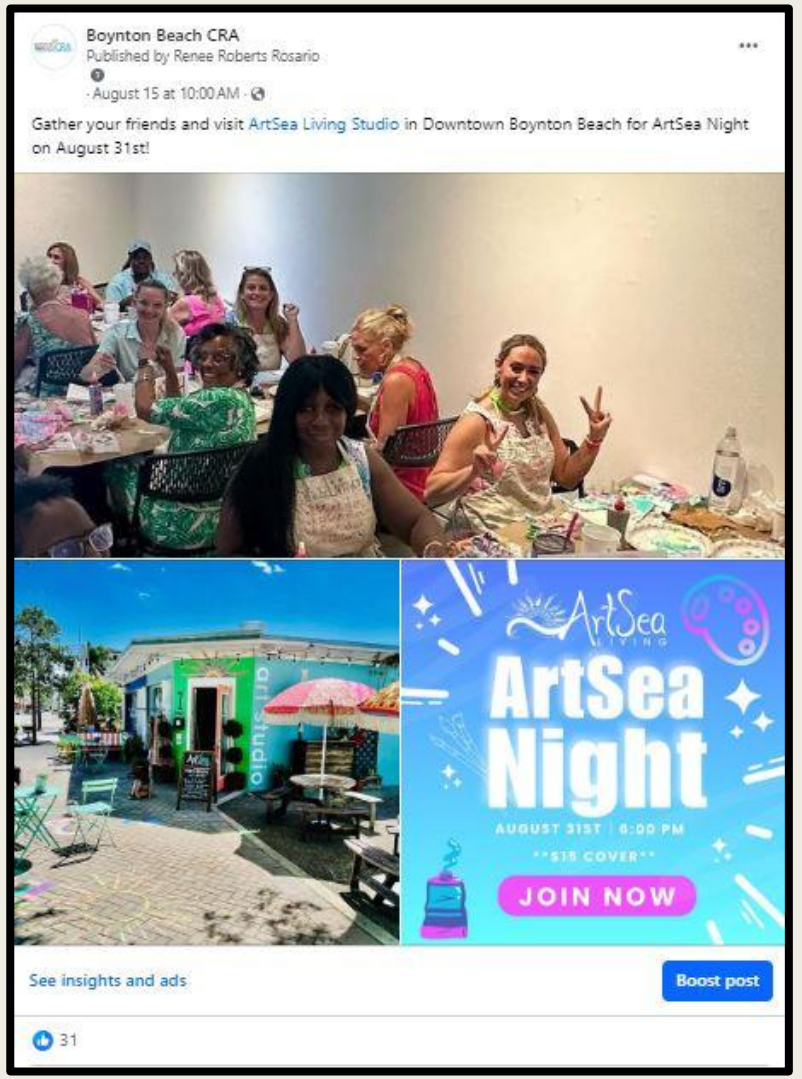
SOCIAL MEDIA – PROJECT POSTS



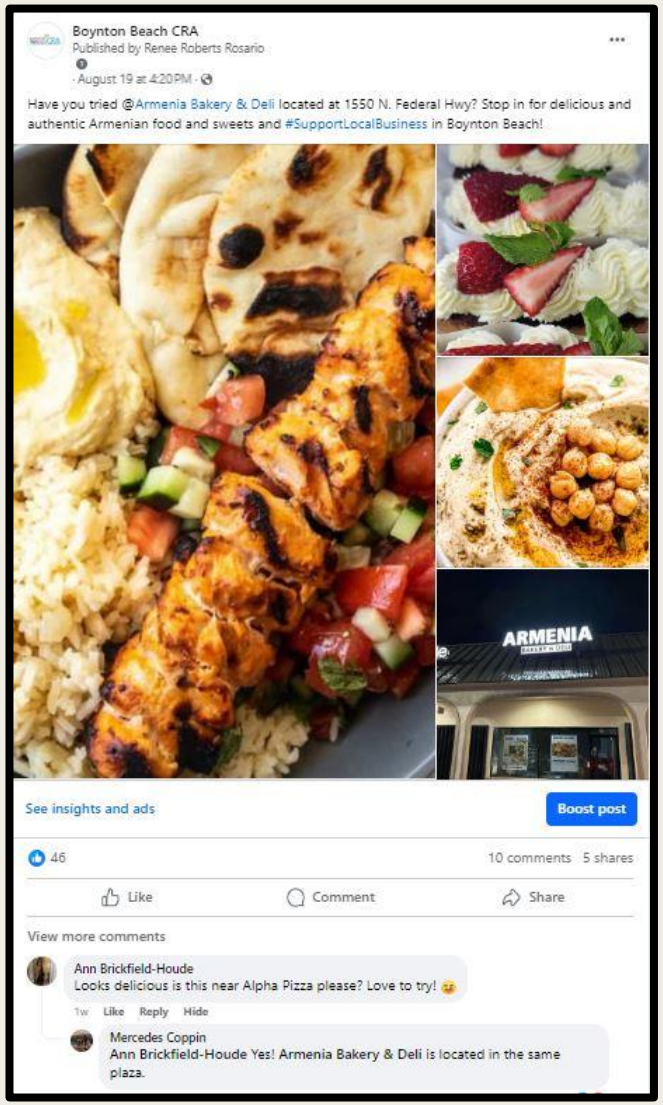


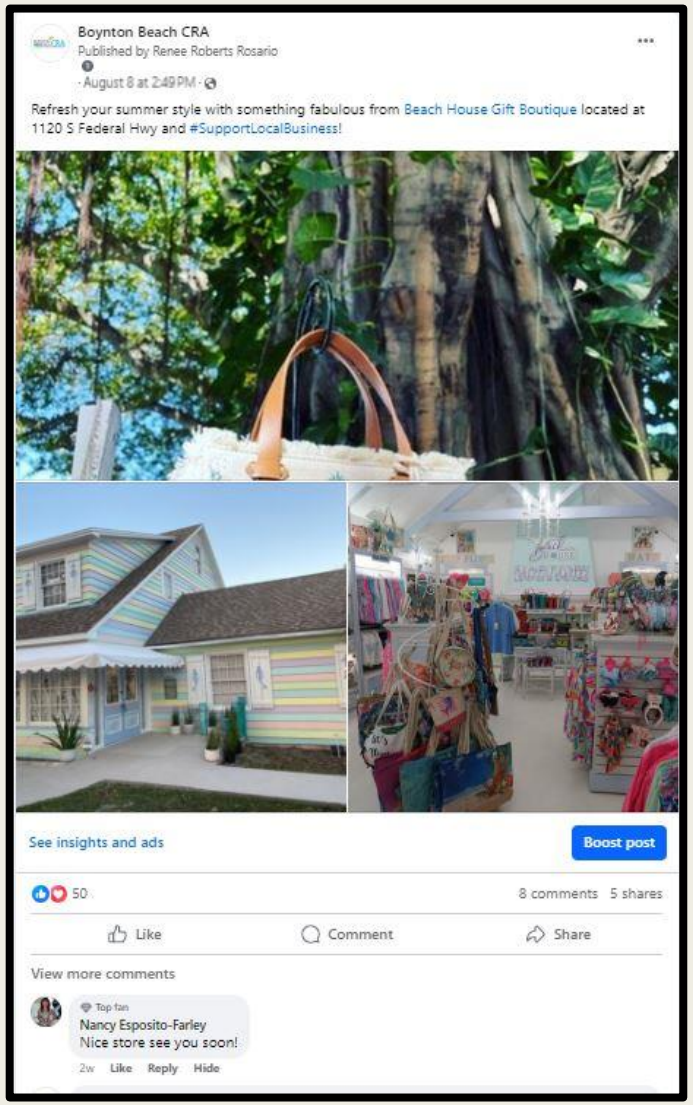
SOCIAL MEDIA - BUSINESS POSTS



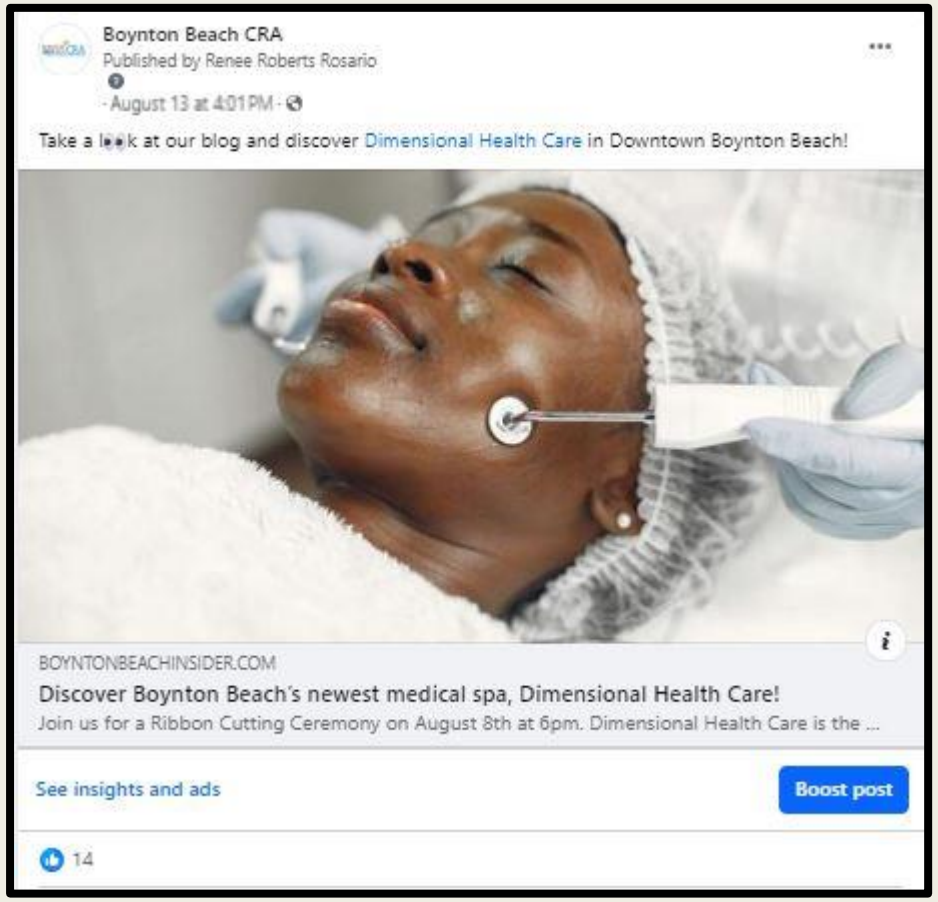


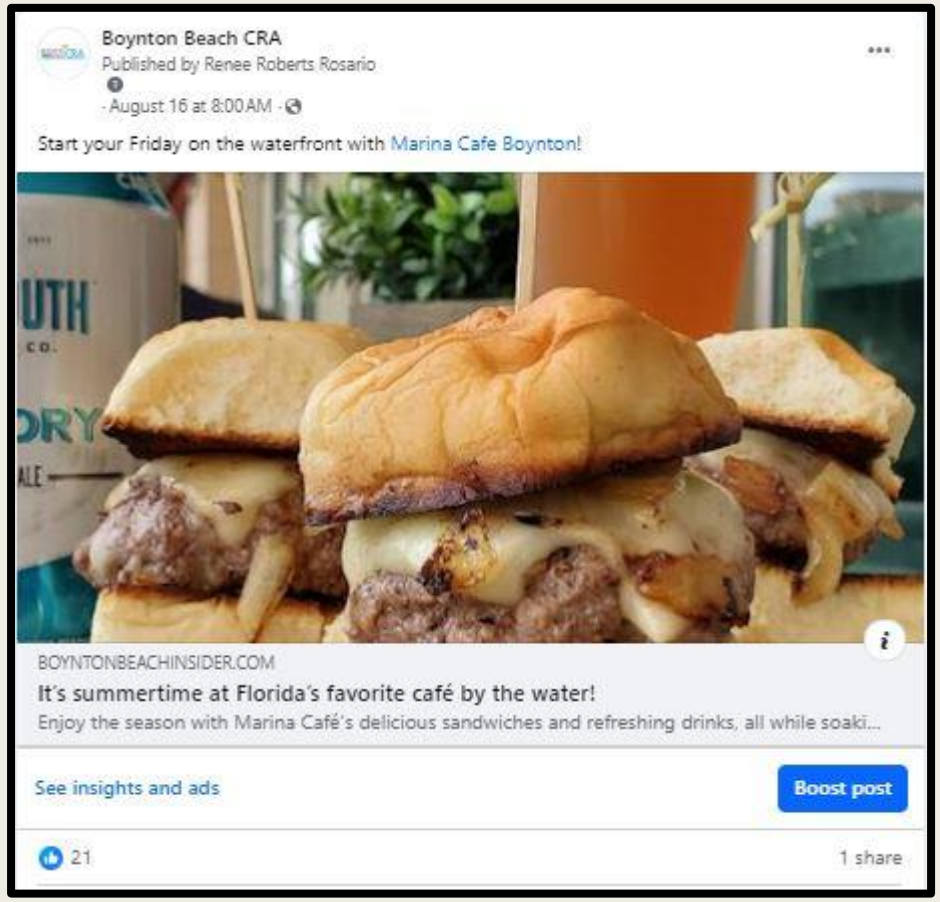
SOCIAL MEDIA - BUSINESS POSTS



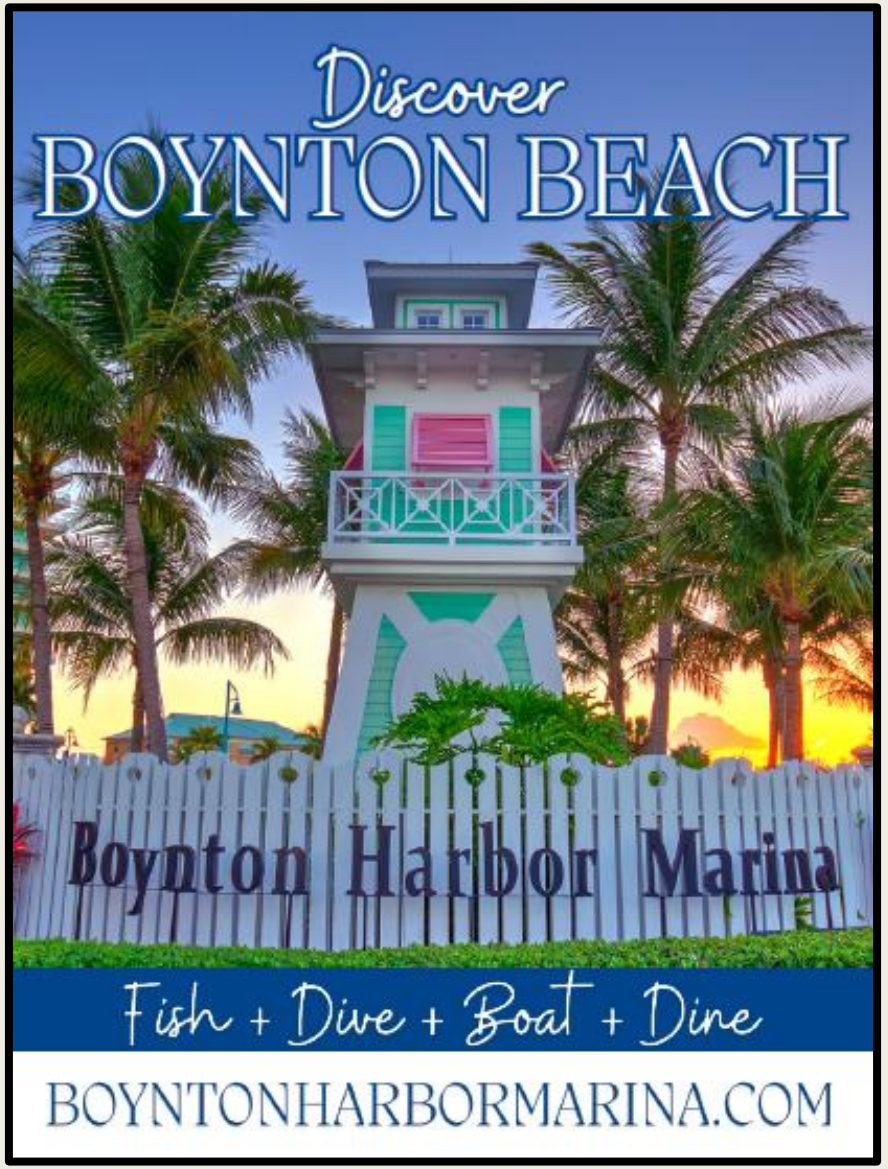


BLOG POSTS


Boynton Beach CRA
Published by Renee Roberts Rosario
· August 13 at 4:01 PM ·
Take a look at our blog and discover Dimensional Health Care in Downtown Boynton Beach!
BOYNTONBEACHINSIDER.COM
Discover Boynton Beach's newest medical spa, Dimensional Health Care!
Join us for a Ribbon Cutting Ceremony on August 8th at 6pm. Dimensional Health Care is the ...
See insights and ads
Boost post
14


Boynton Beach CRA
Published by Renee Roberts Rosario
· August 16 at 8:00 AM ·
Start your Friday on the waterfront with Marina Cafe Boynton!
BOYNTONBEACHINSIDER.COM
It's summertime at Florida's favorite café by the water!
Enjoy the season with Marina Café's delicious sandwiches and refreshing drinks, all while soaki...
See insights and ads
Boost post
21
1 share

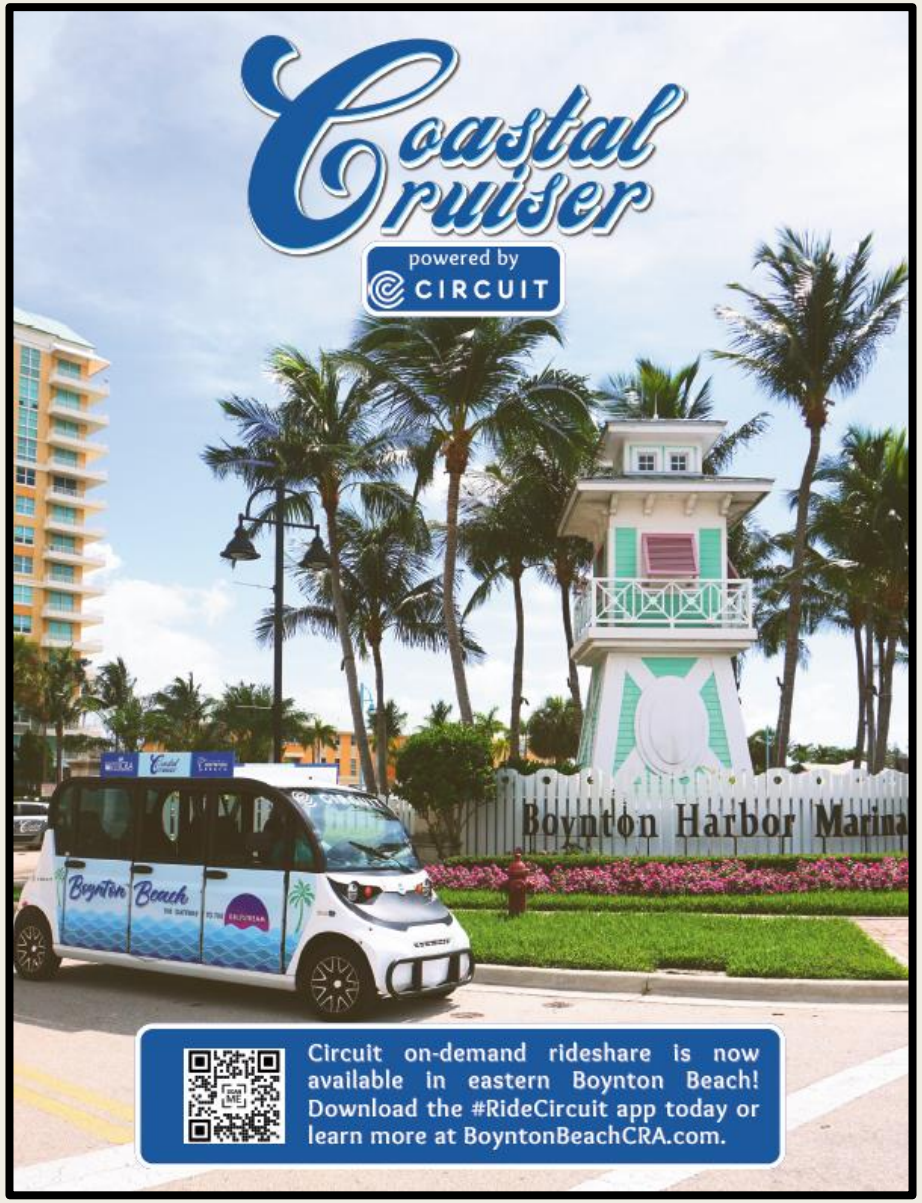
COASTAL ANGLER



FLORIDA SPORT FISHING



NEIGHBORHOOD NEWS



Facebook & Instagram Posts

	Beep Beep! Have you spotted the Coastal Cruiser? Download the app and take a ride today! For more i... boyntonbeachcra	Boost	Mon Aug 26, 3:34pm	28 Likes	3 Comments	0 Shares
	Beep Beep! Have you spotted the Coastal Cruiser? Download the app and take a ride today! For more i... Boynton Beach CRA	Boost	Mon Aug 26, 3:34pm	13 Reactions	1 Comments	0 Shares
	Need to fuel up for your weekend water adventures? Visit the Boynton Harbor Marina! boyntonbeachcra	Boost	Fri Aug 23, 10:00am	27 Likes	0 Comments	0 Shares
	Need to fuel up for your weekend water adventures? Visit the Boynton Harbor Marina! Boynton Beach CRA	Boost	Fri Aug 23, 10:00am	15 Reactions	0 Comments	1 Shares
	Did you know that 500 Ocean was once a 4.5 acre vacant lot and eyesore to the community? This place... boyntonbeachcra	Boost	Wed Aug 21, 10:00am	53 Likes	0 Comments	1 Shares
	Did you know that 500 Ocean was once a 4.5 acre vacant lot and eyesore to the community? This place... Boynton Beach CRA	Boost	Wed Aug 21, 10:00am	74 Reactions	17 Comments	5 Shares
	Have you tried @Armenia Bakery & Deli located at 1550 N. Federal Hwy? Stop in for delicious and auth... boyntonbeachcra	Boost	Mon Aug 19, 4:20pm	38 Likes	0 Comments	4 Shares
	Have you tried @Armenia Bakery & Deli located at 1550 N. Federal Hwy? Stop in for delicious and auth... Boynton Beach CRA	Boost	Mon Aug 19, 4:20pm	46 Reactions	10 Comments	5 Shares
	Have you visited the beautiful Boynton Beach City Library? Located in the heart of Downtown Boynton ... boyntonbeachcra	Boost	Sat Aug 17, 10:00am	21 Likes	1 Comments	0 Shares
	Have you visited the beautiful Boynton Beach City Library? Located in the heart of Downtown Boynton ... Boynton Beach CRA	Boost	Sat Aug 17, 10:00am	61 Reactions	28 Comments	7 Shares

Facebook & Instagram Posts

	Have you visited the beautiful Boynton Beach City Library? Located in the heart of Downtown Boynton ... Boynton Beach CRA	Boost	•••	Sat Aug 17, 10:00am	61 Reactions	28 Comments	7 Shares
	Start your Friday on the waterfront with Marina Cafe Boynton! Boynton Beach CRA	Boost	•••	Fri Aug 16, 8:00am	21 Reactions	0 Comments	1 Shares
	Gather your friends and visit ArtSea Living Studio in Downtown Boynton Beach for ArtSea Night on Au... boyntonbeachcra	Boost	•••	Thu Aug 15, 10:00am	42 Likes	2 Comments	3 Shares
	Gather your friends and visit ArtSea Living Studio in Downtown Boynton Beach for ArtSea Night on Au... Boynton Beach CRA	Boost	•••	Thu Aug 15, 10:00am	31 Reactions	0 Comments	0 Shares
	Don't miss the City of Boynton Beach, Economic Development's Small Business Summit! R... Boynton Beach CRA	Boost unavailable	•••	Wed Aug 14, 2:50pm	2 Reactions	0 Comments	0 Shares
	Take a look at our blog and discover Dimensional Health Care in Downtown Boynton Beach! Boynton Beach CRA	Boost	•••	Tue Aug 13, 4:01pm	14 Reactions	0 Comments	0 Shares
	Learn to fly at Fly & Flow Fitness in Downtown Boynton Beach at 640 E Ocean Avenue! boyntonbeachcra	Boost	•••	Mon Aug 12, 3:43pm	18 Likes	1 Comments	1 Shares
	Learn to fly at Fly & Flow Fitness in Downtown Boynton Beach at 640 E Ocean Avenue! Boynton Beach CRA	Boost	•••	Mon Aug 12, 3:43pm	24 Reactions	0 Comments	0 Shares
	Florida lobster season is here! Book your next dive with @starfish.scuba and #supportlocalbusiness! Boynton Beach CRA	Boost	•••	Sun Aug 11, 10:00am	11 Reactions	0 Comments	2 Shares
	Florida lobster season is here! Book your next dive with @starfish.scuba and #supportlocalbusiness! boyntonbeachcra	Boost	•••	Sun Aug 11, 10:00am	19 Likes	0 Comments	2 Shares

Facebook & Instagram Posts

	Nothing says summer like Troy's Bar-Be-Que located at 1920 Federal Hwy. Stop by to dine-in or drive t... boyntonbeachcra	Boost	Sat Aug 10, 1:00pm	20 Likes	3 Comments	0 Shares
	Nothing says summer like Troy's Bar-Be-Que located at 1920 Federal Hwy. Stop by to dine-in or drive t... Boynton Beach CRA	Boost	Sat Aug 10, 1:00pm	22 Reactions	1 Comments	0 Shares
	Visit Common Grounds Brew & Roastery located in OneBoynton to try one of their tasty seasonal drinks! Boynton Beach CRA	Boost	Fri Aug 9, 3:37pm	11 Reactions	0 Comments	0 Shares
	We're at Dimensional Health Care at 458 N Federal Hwy to welcome their business to Boynton Beach! ... boyntonbeachcra	Boost	Thu Aug 8, 6:40pm	14 Likes	1 Comments	0 Shares
	We're at Dimensional Health Care at 458 N Federal Hwy to welcome their business to Boynton Beach! ... Boynton Beach CRA	Boost	Thu Aug 8, 6:39pm	11 Reactions	1 Comments	0 Shares
	Refresh your summer style with something fabulous from Beach House Gift Boutique locat... boyntonbeachcra	Boost unavailable	Thu Aug 8, 2:49pm	18 Likes	2 Comments	0 Shares
	Refresh your summer style with something fabulous from Beach House Gift Boutique located at 1120 S... Boynton Beach CRA	Boost	Thu Aug 8, 2:49pm	50 Reactions	8 Comments	4 Shares
	Happy 4 year anniversary to both Guaca Go and The Butcher and The Barl We are proud to have you as... boyntonbeachcra	Boost	Wed Aug 7, 3:10pm	19 Likes	0 Comments	0 Shares
	Happy 4 year anniversary to both Guaca Go and The Butcher and The Barl We are proud to have you as... Boynton Beach CRA	Boost	Wed Aug 7, 3:10pm	42 Reactions	2 Comments	4 Shares
	The battle is on for the best craft cocktails in Boynton Beach! Join Sweetwater, The Butcher and The Bar... boyntonbeachcra	Boost	Tue Aug 6, 2:35pm	51 Likes	4 Comments	14 Shares

Facebook & Instagram Posts

	The battle is on for the best craft cocktails in Boynton Beach! Join Sweetwater, The Butcher and The Bar... boyntonbeachcra	Boost	Tue Aug 6, 2:35pm	51 Likes	4 Comments	14 Shares
	The battle is on for the best craft cocktails in Boynton Beach! Join Sweetwater, The Butcher and The Bar... Boynton Beach CRA	Boost	Tue Aug 6, 2:35pm	48 Reactions	6 Comments	2 Shares
	Feed the whole family with Driftwood Boynton Beach and #SupportLocalBusiness! boyntonbeachcra	Boost	Mon Aug 5, 2:41pm	28 Likes	1 Comments	2 Shares
	Feed the whole family with Driftwood Boynton Beach and #SupportLocalBusiness! Boynton Beach CRA	Boost	Mon Aug 5, 2:41pm	73 Reactions	5 Comments	5 Shares
	Beat the heat with a sweet treat from @the.boardwalk.ice and #SupportLocalBusiness! Boynton Beach CRA	Boost	Sat Aug 3, 2:00pm	31 Reactions	1 Comments	6 Shares
	Beat the heat with a sweet treat from @the.boardwalk.ice and #SupportLocalBusiness! boyntonbeachcra	Boost	Sat Aug 3, 2:00pm	30 Likes	1 Comments	1 Shares
	New Business Alert! Dimensional Health Care is now open at 458 N Federal Hwy. This full-service med s... boyntonbeachcra	Boost	Fri Aug 2, 2:47pm	21 Likes	0 Comments	0 Shares
	New Business Alert! Dimensional Health Care is now open at 458 N Federal Hwy. This full-service med s... Boynton Beach CRA	Boost	Fri Aug 2, 2:47pm	0 Reactions	0 Comments	0 Shares
	Thank Thank you to all those that attended the Boynton Beach Night Market! Follow us on... boyntonbeachcra	Boost unavailable	Thu Aug 1, 11:42am	120 Likes	18 Comments	21 Shares
	Thank you to all those that attended the Boynton Beach Night Market! Follow us on Facebok and Insta... Boynton Beach CRA	Boost	Thu Aug 1, 11:41am	66 Reactions	6 Comments	4 Shares

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

CRA PROJECTS IN PROGRESS

AGENDA ITEM 16.B

SUBJECT:
CRA Economic & Business Development Grant Program FY 2023-2024 Year End Report

SUMMARY:
The CRA's reimbursable Economic Development Grants provide 50% of the project costs in matching funding and continue to further the CRA's mission to activate vacant commercial space, assist businesses, create jobs and develop a vibrant downtown.

For FY 2023-2024, the CRA Board allocated $1,150,000. As the fiscal year closes, the CRA Board approved $337,054.46 in Commercial Rent Reimbursement Grants and $392,402.52 in the Commercial Property Improvement Grants.

The CRA had the pleasure of assisting 20 new businesses, adding over 32,221 square feet of new retail, industrial, and professional office space within the CRA Area with commercial rent subsidy and property improvement grants. Additionally, one commercial property owner completed façade improvements totaling over 1,638 square feet (see Attachment I). The CRA also awarded one business 6-months of additional rent reimbursement per their FY 2020-2021 Commercial Rent Reimbursement Grant applications totaling $7,500.

The successful implementation and distribution of the the CRA's Economic Development Grant Programs Project Fund resulted in a remaining balance of approximately $420,543.10 at the end of this fiscal year.

FY 2023-2024 Budget:	**$1,150,000**
Economic Development Grant Dollars awarded year-to-date	**($729,456.98)**
Remaining Fund Balance as of 9/3/2024:	**$420,543.10**

FISCAL IMPACT:
FY 2023-2024 Budget, Project Fund, Line Item 02-58400-444, $1,150,000 for Economic Development Grants

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

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

ATTACHMENTS:

Description

- Attachment I - FY23-24 Economic Development Grant Recipients

FY2023-2024 CRA Economic Development Grant Recipients

Business Name	Business Address	Business Type	Grant	Funds Approved
Agape Health and Wellness LLC	137 NE 10th Avenue Unit 102	Medical Office	Property Improvement Rent Reimbursement	$41,774
Potiwa Pizza LLC	137 NE 10th Avenue Unit 104	Restaurant	Property Improvement Rent Reimbursement	$65,062.88
Forward Leaders Group LLC d/b/a Eat Dope Vegan	137 NE 10th Avenue Unit 105	Restaurant	Property Improvement Rent Reimbursement	$65,950
Gillion & Co. Inc.	137 NE 10th Avenue Unit 107	Professional Office	Property Improvement Rent Reimbursement	$40,561
Squeeze and Drop Boynton Beach LLC d/b/a The Seed	1600 N. Federal Highway Unit 14-15	Bakery	Rent Reimbursement	$24,000
Trilogy Fitness & MMA LLC	1550 N. Federal Highway Unit 4-10	Fitness Center	Property Improvement Rent Reimbursement	$21,000
Nate & Maddie LLC d/b/a ROK Prime Korean BBQ	1729 S. Federal Highway	Restaurant	Property Improvement Rent Reimbursement	$76,650
Stoic Financial LLC	1210 N. Federal Highway Unit 102	Professional Office	Rent Reimbursement	$18,000
Bi-Square Inc.	1080 S. Federal Highway	Façade Improvement	Property Improvement	$22,185
Dimensional Health Care LLC	458 N. Federal Highway Unit 5	Medical Office	Property Improvement Rent Reimbursement	$44,176
Casa Costa Café LLC d/b/a Café Prelude	312 N. Federal Highway	Bakery	Rent Reimbursement	$9,150
NYPD Pizza at Casa Costa LLC	400 N. Federal Highway Unit 9	Restaurant	Rent Reimbursement	$17,500
Jken Boutique LLC	1600 N. Federal Highway Unit 9	Retail	Property Improvement Rent Reimbursement	$20,304.24
Blueheart Adult Day Care LLC	709 S. Federal Highway Unit 1	Specialty Medical	Property Improvement Rent Reimbursement	$50,000
Gandhi Health & Wellness LLC	630 E. Woolbright Road Unit B-C	Specialty Medical	Property Improvement Rent Reimbursement	$56,000
Safai LLC d/b/a Safai	470 N. Federal Highway Unit 3	Restaurant	Property Improvement Rent Reimbursement	$57,232.35
Dalo Restaurant LLC	1017 N. Federal Highway	Take Out Restaurant	Rent Reimbursement	$19,200
Beach House Boutique	1120 S. Federal Highway	Retail	Rent Reimbursement	$21,000
Appliance King of America Inc.	612 N. Federal Highway	Retail	6-month Rent Extension	$7,500
Elite A&N Catering LLC d/b/a Armenia	1550 N. Federal Highway Unit 12	Bakery	Property Improvement Rent Reimbursement	$34,211.51
Taylor Adair Stylist LLC d/b/a Alchemy	618 E. Ocean Avenue Unit 18-19	Hair Salon	Rent Reimbursement	$18,000

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: September 10, 2024

CRA PROJECTS IN PROGRESS

AGENDA ITEM 16.C

SUBJECT:
MLK Jr. Boulevard Corridor Mixed Use Project (d/b/a Heart of Boynton Village Apartments) Update - September 2024

SUMMARY:
The MLK Jr. Boulevard Corridor Commercial Redevelopment and Affordable Multi-Family Rental Apartment Project will provide 124 affordable multi-family rental units, as well as, 8,250 square feet of leasable commercial space (Attachments I-III). Since the last CRA Board meeting, the following progress has been made (see Attachment IV):

East Building, North Building and West Building
Centennial Management Corp. (CMC) has obtained final certificate of occupancy and the residential units are fully leased. Currently, they are working on the completing sitework and the interior finishing of the Lobby and Leasing office.

CRA staff is continuing to coordinate with CMC on leasing and build-out of the commercial spaces (see Attachment V). Until completion, monthly project construction updates will be provided to the CRA Board.

FISCAL IMPACT:
Fiscal Year 2021-2022 Budget; Project Fund Line Item 02-58200-406 - Local Government Match Contribution $625,750 and Commercial/Retail Component $2,025,815 (commercial component); TIRFA $1,630,280 and $433,008.45 Second Development Agreement for the Residential Component.

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

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

ATTACHMENTS:

Description

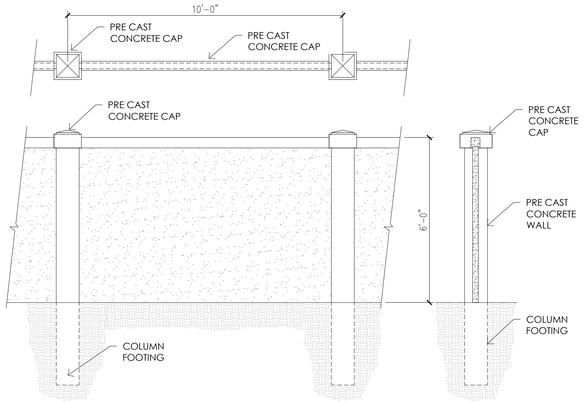
- Attachment I - MLK Jr Blvd Project Site Plan - North
- Attachment II - MLK Jr Blvd Project Site Plan - South
- Attachment III - MLK Jr. Blvd. Mixed Use Development Project Renderings
- Attachment IV - MLK Jr. Blvd Progress Photos

- Attachment V - MLK Commercial Buildout Status

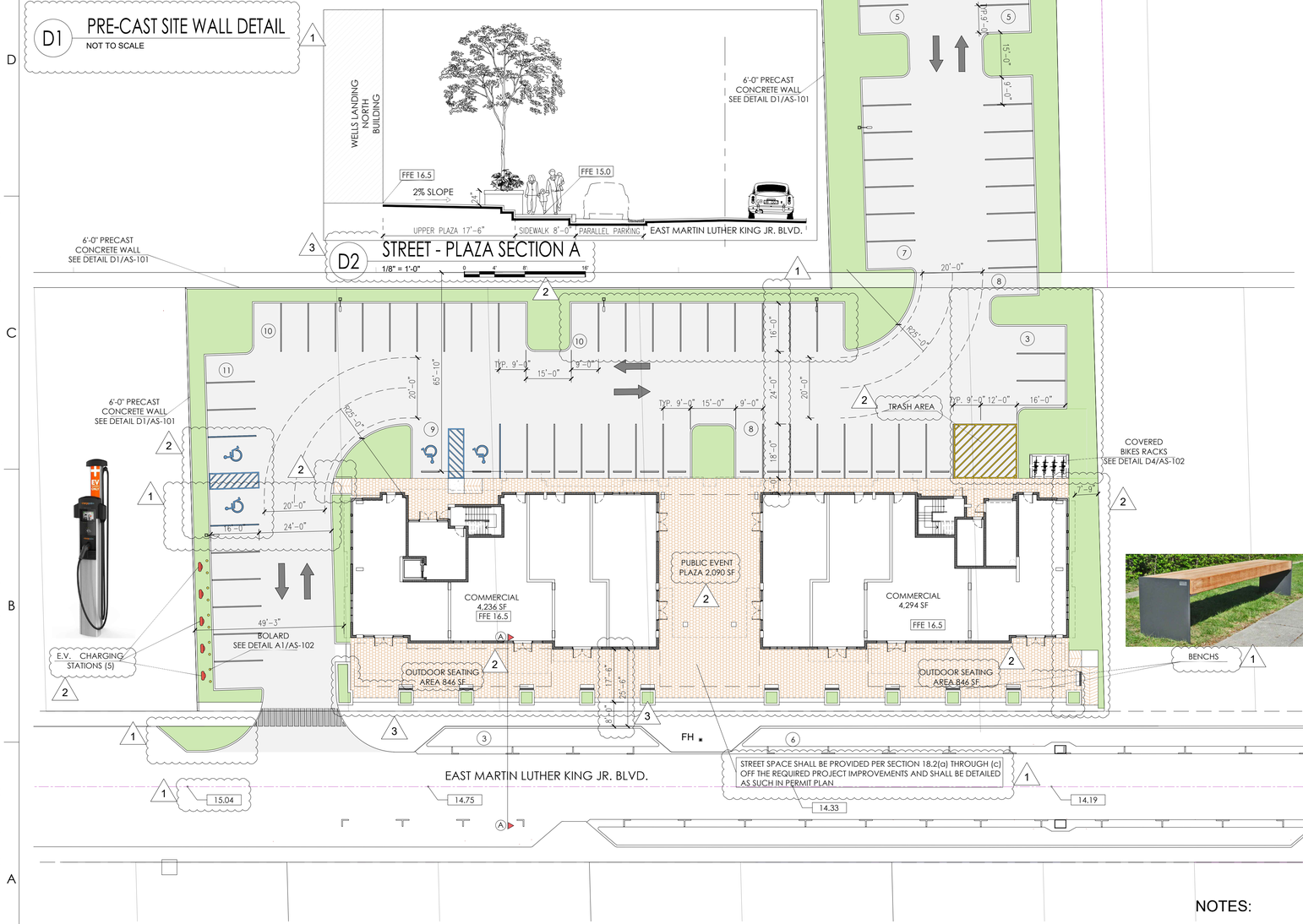
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OF THE DESIGNER OF ANY DISCREPANCIES.



D1 PRE-CAST SITE WALL DETAIL
NOT TO SCALE



A-1 ARCHITECTURAL SITE PLAN
1" = 20'-0"

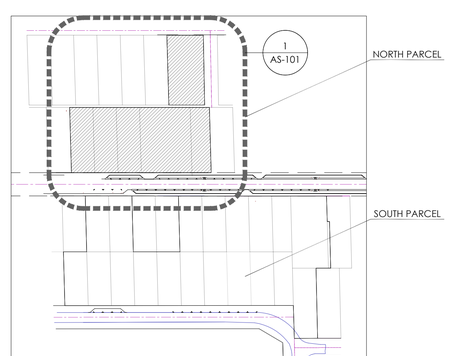
BOYNTON BEACH, FLORIDA - CODE OF ORDINANCES				
ZONING DISTRICT		**PALM BEACH - PROPOSE MU-1**		
SUBDISTRICT				
LAND USE		**MIXED USE, URBAN (MU-1)**		
		PERMITTED	PROVIDED	COMPLIES
GROSS SITE AREA		1.2323 AC	53,697 SF	YES
LOT FRONTAGE		100 FT MIN	300.06 FT	YES
BLDG HEIGHT		MAX 55'	44'	YES
FLOOR AREA RATIO			9,955.40	
BUILDING AREA			33,659.20	
FLOOR AREA RATIO		1.0 MIN	0.62	YES
CRA MAXIMUM ALLOWABLE DENSITY 20 DU / ACRE MAX.		24.60	24.00	YES
BUILDING SETBACK				
M.L.K. - RESIDENTIAL	SIDEWALK	8 FT.	25.5 FT.	YES
	TREE AREA	5'		
	ACTIVE AREA	5'		
COMMERCIAL	WEST	0 FT.	49.25 FT.	YES
	EAST	0 FT.	7.75 FT.	YES
RESIDENTIAL (DUPLEX R-2)	NORTH	0 FT.	65.85 FT.	YES

PARKING CALCULATIONS:				
TYPE OF UNITS		# OF UNITS	FACTOR	TOTAL REQ'D
ONE BEDROOM		20	1.5	30
TWO BEDROOMS		4	2	8
GUEST PARKING		24	0.15	4
COMMERCIAL 1/200 *		8530	200	43
TOTAL PARKING REQ'D				84
PARKING REDUCTION **			15%	13
TOTAL # OF UNITS & PARKING PROV'D		88 SPACES PROVIDED		72
OFF-STREET PARKING SPACES				76
ON-STREET PARKING SPACES				9
TOTAL PARKING PROVIDED				**85**

* MINIMUM OF 8,250 COMMERCIAL SPACE PER 18.2 (b) OF BBCRA at WELLS LANDING APTS, LLC AGREEMENT

** SEE REDUCTION STUDY PARKING

A-2 TURNING RADIUS DETAIL
1/16" = 1'-0"



A-3 KEY PLAN
NOT TO SCALE

NOTES:

1- SITE PLAN SHALL MEET CPTD DESIGN STANDARDS
2- BUILDING TO BE FULLY SPRINKLERED
3- ALL PORTION OF BLDG AREA WITH 450 OF F.D. ACCESS PER NFPA 1-18.2.3.2.2

GHA GALLO HERBERT ARCHITECTS
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AA26001731
SEAL
☐ WILLIAM J. GALLO FL AR0008440

☐ BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING NORTH
2

BOYNTON BEACH, FL 33435

OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-10-2020
2	DART COMMENTS	09-21-2020
3	DART COMMENTS	10-08-2020

PROJECT STATUS
DESIGN DEVELOPMENT

DATE
2020-06-09

PROJECT NUMBER
74-2018

SCALE
AS SHOWN

DRAWN BY CMR | CHECKED BY BPH

DRAWING TITLE
ARCHITECTURAL SITE PLAN

DRAWING NUMBER
AS-101

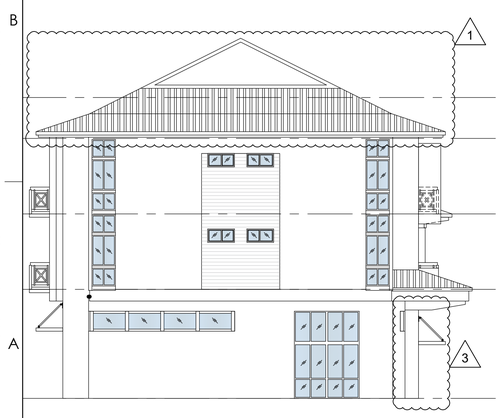
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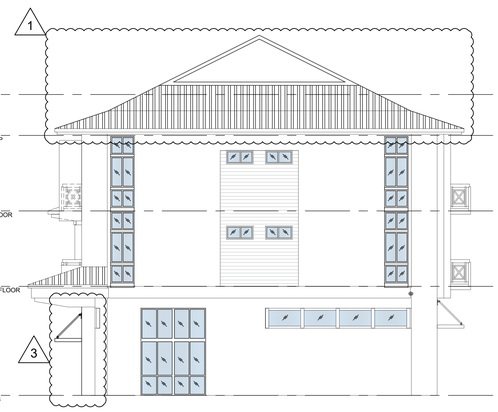


A-1 SOUTH ELEVATION
3/32" = 1'-0"

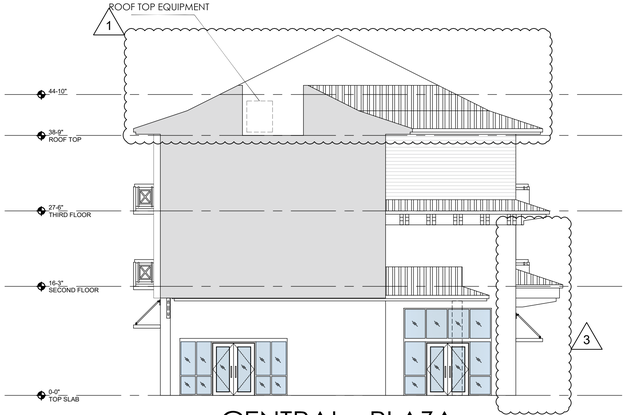
A-2 NORTH ELEVATION
3/32" = 1'-0"



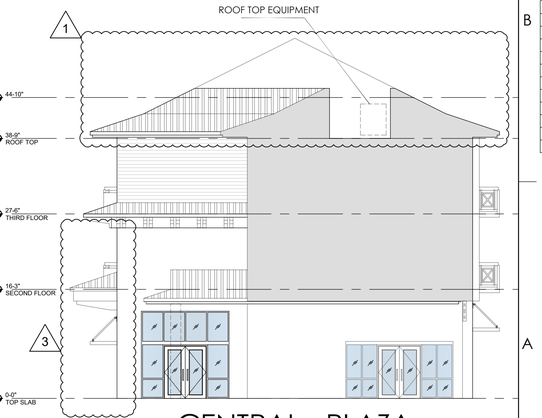
A-3 WEST ELEVATION
3/32" = 1'-0"



A-4 EAST ELEVATION
3/32" = 1'-0"



A-5 CENTRAL - PLAZA WEST ELEVATION
3/32" = 1'-0"



A-6 CENTRAL - PLAZA EAST ELEVATION
3/32" = 1'-0"

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PROJECT
WELLS LANDING
NORTH
2

BOYNTON BEACH, FL 33435
OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-10-2020
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3	DART COMMENTS	10-08-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
ELEVATION PLAN

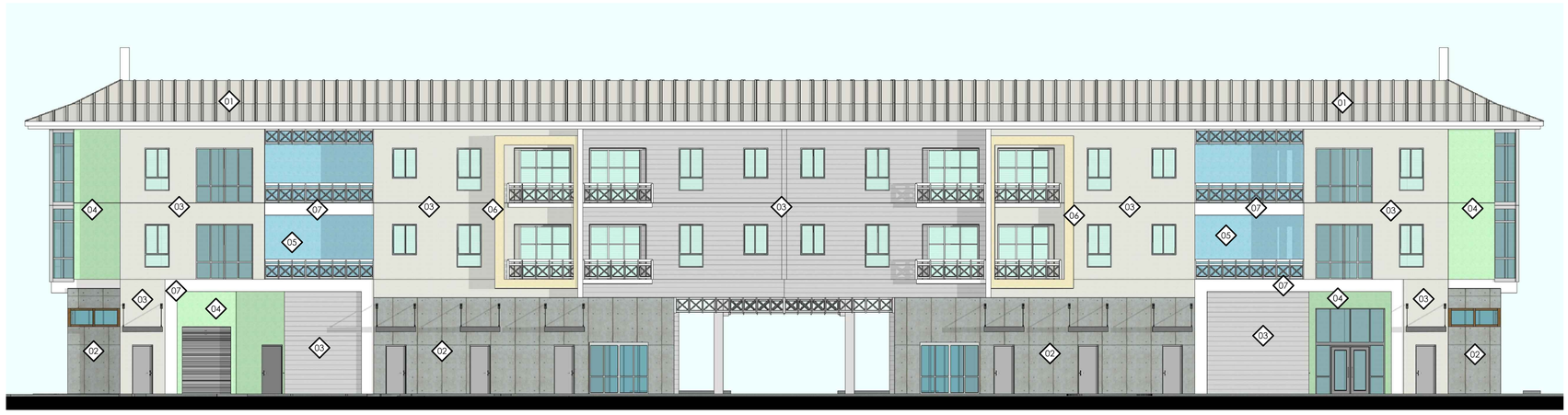
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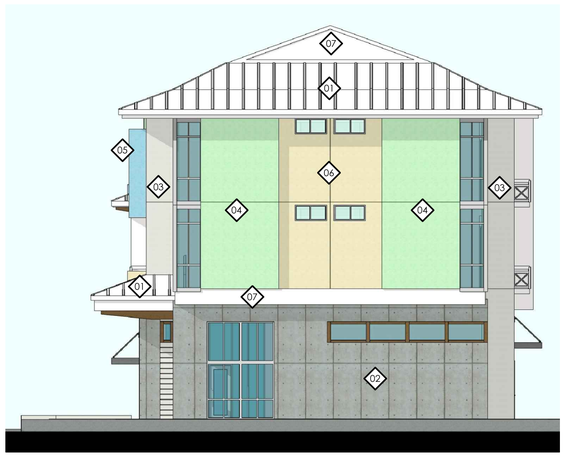
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A-1 SOUTH ELEVATION
NOT TO SCALE



A-2 NORTH ELEVATION
NOT TO SCALE



A-3 WEST ELEVATION
NOT TO SCALE



A-4 EAST ELEVATION
NOT TO SCALE

2
- 01 STANDING SEAM METAL ROOF. ON THE ROCKS (SW7671) BY SHERWIN WILLIAMS OR SIMILAR
- 02 CONCRETE PANEL

2
- 03 SCORED STUCCO & STUCCO: SPARE WHITE (SW6203) BY SHERWIN WILLIAMS OR SIMILAR
- 04 PAINT ON STUCCO: TOPIARY TINT (SW6449) BY SHERWIN WILLIAMS OR SIMILAR

2
- 05 PAINT ON STUCCO: BLUEBELL (SW6793) BY SHERWIN WILLIAMS OR SIMILAR
- 04 PAINT ON STUCCO: PINEAPPLE CREAM (SW1668) BY SHERWIN WILLIAMS OR SIMILAR
- 07 PAINT: GREEK VILLA (SW7551) BY SHERWIN WILLIAMS OR SIMILAR

A-5 MATERIAL & COLOR LEGENDS

1. ALL ROOF DRAINS: ALL INTERNAL AND DOWNSPOUTS OR RAIN WATER LEADERS WILL BE CONCEALED IN ARCHITECTURAL ELEMENTS.
2. ALL EQUIPMENT OTHER THAN FIRE APARATUS SHALL BE PAINTED TO MATCH BUILDING COLORS

A-6 MATERIAL NOTES

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PROJECT
WELLS LANDING NORTH
2
BOYNTON BEACH, FL 33435
OWNER

REVISIONS

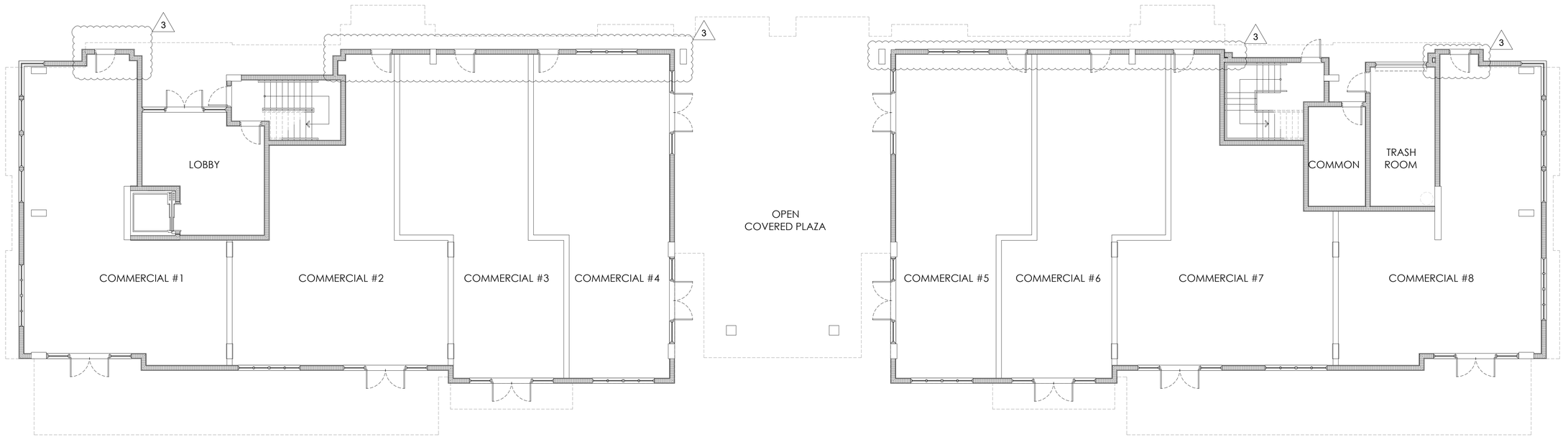
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2	DART COMMENTS	09-21-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
COLOR ELEVATION PLANS
DRAWING NUMBER
A-202

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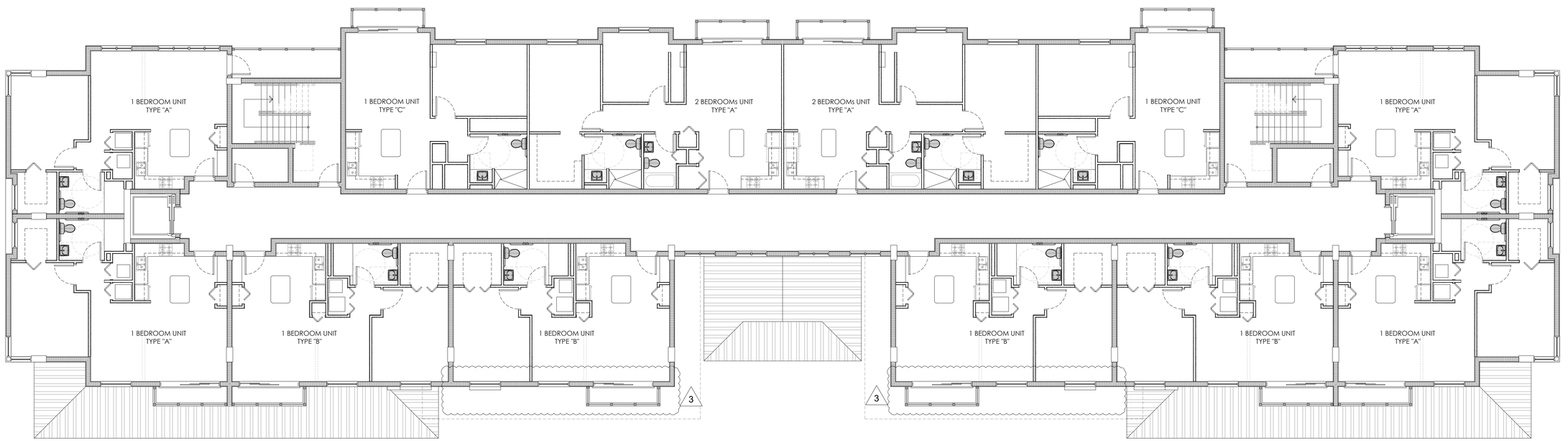
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A-1 FIRST FLOOR PLAN

1/8" = 1'-0"



A-2 SECOND FLOOR PLAN

1/8" = 1'-0"

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BRIAN P. HERBERT FL AR0015474

PROJECT

WELLS LANDING
NORTH

2

BOYNTON BEACH, FL 33435

OWNER

REVISIONS

No.	Description	Date
2	DART COMMENTS	09-21-2020
3	DART COMMENTS	10-08-2020

PROJECT STATUS

DESIGN DEVELOPMENT

DATE

2020-06-09

PROJECT NUMBER

74-2018

SCALE

AS SHOWN

DRAWN BY: CMR

CHECKED BY: BPH

DRAWING TITLE

FIRST AND SECOND FLOOR PLAN

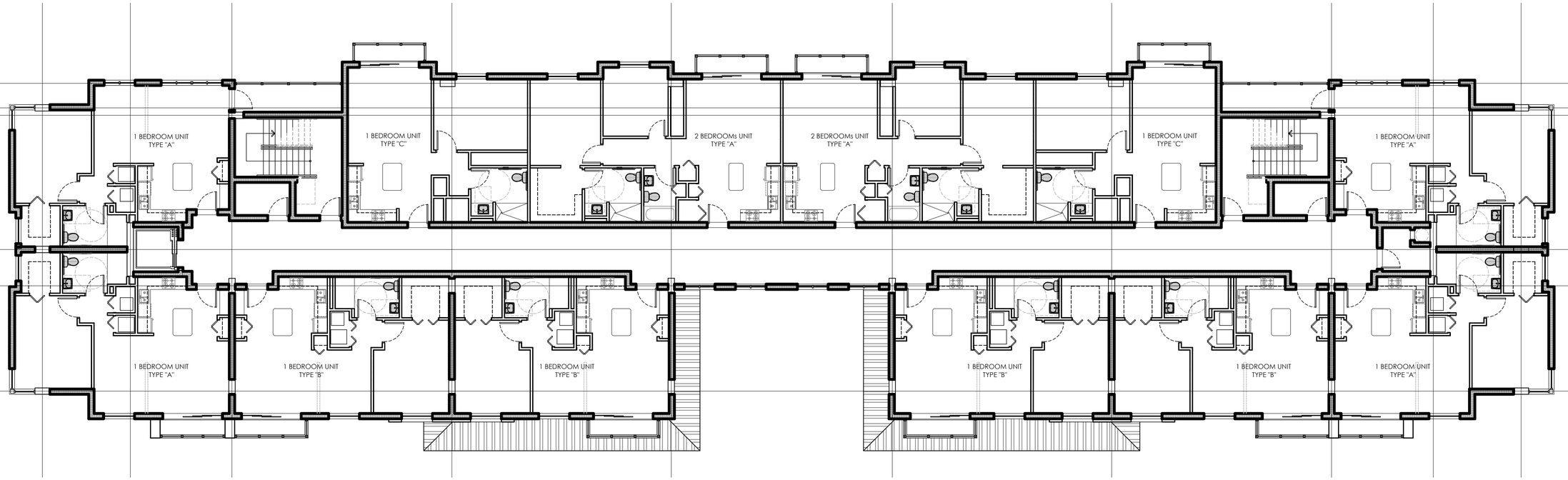
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A-1 THIRD FLOOR PLAN
1/8" = 1'-0"
0 4' 8' 16'

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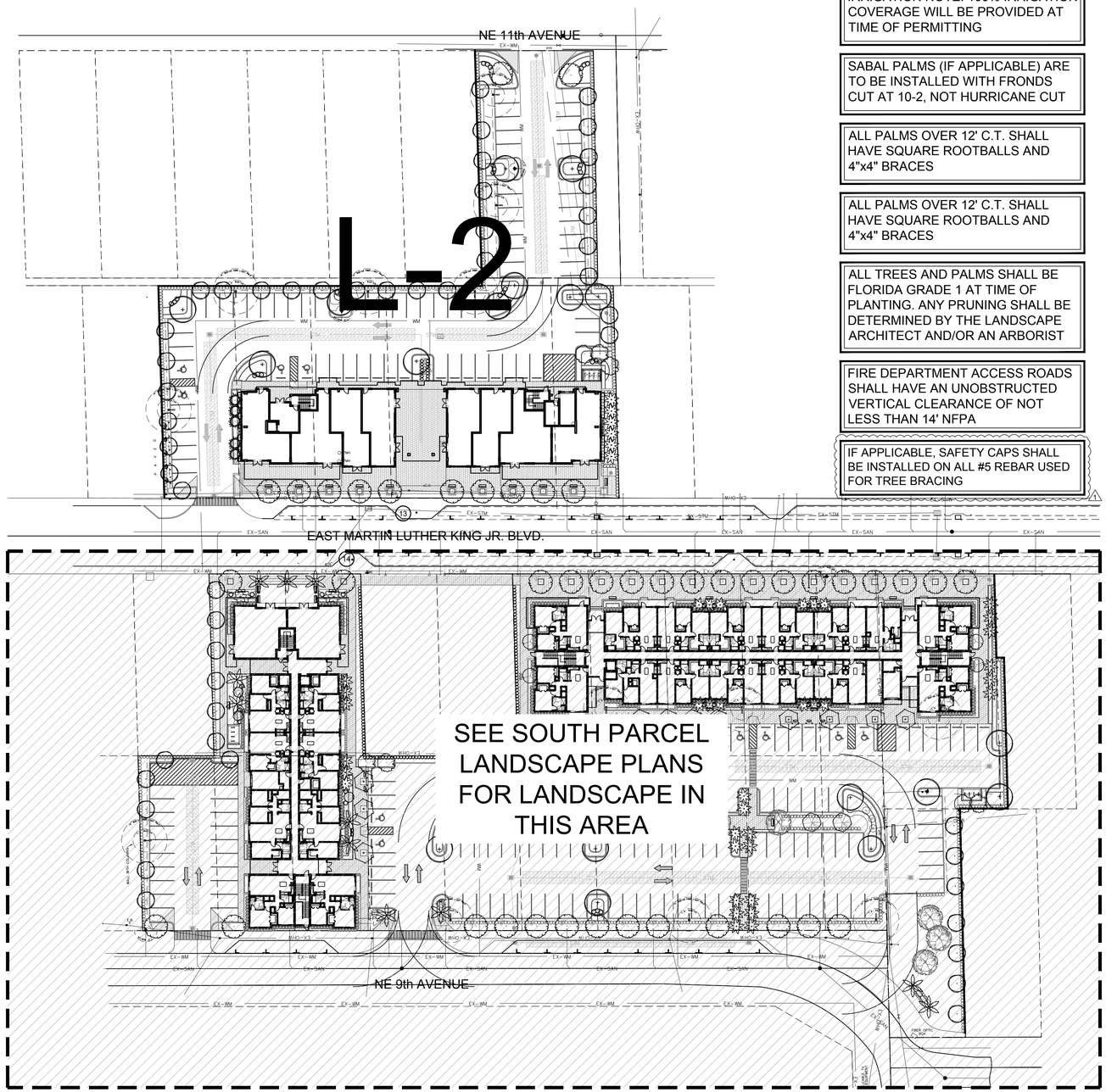
PROJECT
WELLS LANDING
NORTH
2

BOYNTON BEACH, FL 33435
OWNER

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DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
THIRD FLOOR PLAN
DRAWING NUMBER
A-102



IRRIGATION NOTE: 100% IRRIGATION COVERAGE WILL BE PROVIDED AT TIME OF PERMITTING

SABAL PALMS (IF APPLICABLE) ARE TO BE INSTALLED WITH FRONDS CUT AT 10-2, NOT HURRICANE CUT

ALL PALMS OVER 12' C.T. SHALL HAVE SQUARE ROOTBALLS AND 4"x4" BRACES

ALL PALMS OVER 12' C.T. SHALL HAVE SQUARE ROOTBALLS AND 4"x4" BRACES

ALL TREES AND PALMS SHALL BE FLORIDA GRADE 1 AT TIME OF PLANTING. ANY PRUNING SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT AND/OR AN ARBORIST

FIRE DEPARTMENT ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 14' NFPA

IF APPLICABLE, SAFETY CAPS SHALL BE INSTALLED ON ALL #5 REBAR USED FOR TREE BRACING

LANDSCAPE LEGEND - COMMERCIAL (NORTH)

ZONE DISTRICT: C-2

Gross Land: 55,183 (s.f.) Net Land: 1.27 acres Water Bodies: 0

	REQ.	PROV.
PERIMETER BUFFER Requirements: North (Single Family)	(287 L.F.)	(287 L.F.)
(1) 14' ht. tree for every 20 l.f.	15	15
(1) 36" ht. shrub for every 3 l.f.	96	117
PERIMETER BUFFER Requirements: East (Single Family)	(295 L.F.)	(295 L.F.)
(1) 14' ht. tree for every 20 l.f.	15	15
(1) 36" ht. shrub for every 3 l.f.	98	103
PERIMETER BUFFER Requirements: West (Single Family)	(295 L.F.)	(295 L.F.)
(1) 14' ht. tree for every 20 l.f.	15	15
(1) 36" ht. shrub for every 3 l.f.	98	133
STREET TREES (South - East MLK Blvd.): 300 l.f. (1 tree / 20 l.f.)	15	15
TOTAL NUMBER OF TREES (ALL PALMS IN 3:1 RATIO)	60	63
TOTAL NUMBER OF SHRUBS, GROUNDCOVERS	292	1,363
5% OF SHRUBS SHALL BE BUTTERFLY-ATTRACTIVE	15	219

Note: All pervious areas must be landscaped with lawn, groundcover, and/or shrubbery.

* IRRIGATION SHALL BE PROVIDED AT TIME OF PERMIT
* ALL PARKING ISLANDS SHALL BE LANDSCAPED WITH GROUNDCOVER MATERIAL

LANDSCAPE LIST - NORTH PARCEL

TREES

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
	12	*Quercus virginiana 'High Rise'	14' HT. X 6' SPR. 4" DBH.
		LIVE OAK "HIGH RISE"	F.G.
+	10	*Bursera simaruba	14' HT. X 6' SPR. 4" DBH.
		GUMBO LIMBO	F.G., "CHARACTER" SPECIMEN
	31	*Coccoloba diversiflora	14' HT. X 6' SPR. 4" DBH.
		PIGEON PLUM	F.G.
	3	Tabebuia heterophylla	10' HT. X 5 SPR., 2" DBH.
		PINK TRUMPET TREE	F.G.
	5	Elaeocarpus decipiens	12'-14' O.A. HT.
		JAPANESE BLUEBERRY	F.G., TOPIARY
	6	Ptychosperma elegans 'single'	20' O.A. HT., SINGLE
		SINGLE ALEXANDER PALMS	F.G.

SHRUBS AND GROUNDCOVERS

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
AC	32	Asclepias curassavica *[BUTTERFLY ATTRACTIVE]*	24" HT. X 24" SPR. / 24" O.C.
		MILKWEED	3 GAL.
CG2	14	*Clusia guttifera	36" HT. X 24" SPR. / 24" O.C.
		SMALL LEAF CLUSIA	7 GAL.
CV	27	Codieaum variegatum 'Mammey'	18" HT. X 18" SPR. / 18" O.C.
		RED - YELLOW CROTON	3 GAL.
DE	172	Duranta erecta 'Gold Mound' *[BUTTERFLY ATTRACTIVE]*	18" HT. X 18" SPR. / 18" O.C.
		GOLD MOUND DURANTA	3 GAL.
FM	635	Ficus microcarpa 'Green Island'	15" HT. X 15" SPR. / 18" O.C.
		GREEN ISLAND FICUS	3 GAL.
HP	15	Hamelia patens 'compact' *[BUTTERFLY ATTRACTIVE]*	24" HT. X 24" SPR. / 24" O.C.
		DWARF FIREBUSH	3 GAL.
IT	347	Ixora taiwanese 'Dwarf'	18" HT. X 18" SPR. / 18" O.C.
		DWARF IXORA	3 GAL.
JV	154	Jasmine volubile	24" HT. X 24" SPR. / 24" O.C.
		WAX JASMINE	3 GAL.
MC	167	*Muhlenbergia capillaris	24" HT. X 24" SPR. / 30" O.C.
		PINK MUHLY GRASS	3 GAL.
PM	435	Podocarpus macrophyllus	36" HT. X 24" SPR. / 24" O.C.
		PODOCARPUS	7 GAL.
LAWN	As Required	Stenotaphrum secundatum 'Floratam'	SOLID EVEN SOD
		ST. AUGUSTINE GRASS	

* DENOTES NATIVE SPECIES

SHEET INDEX:

L-1 INDEX
L-2 LANDSCAPE PLAN
L-3 LANDSCAPE DETAILS

KEY PLAN

Scale: 1" = 40'-0"

NORTH

WITKIN HULTS + PARTNERS
307 south 21st avenue hollywood, florida
phone: 954.923.3689 facsimile: 954.923.3689
www.witkindesign.com

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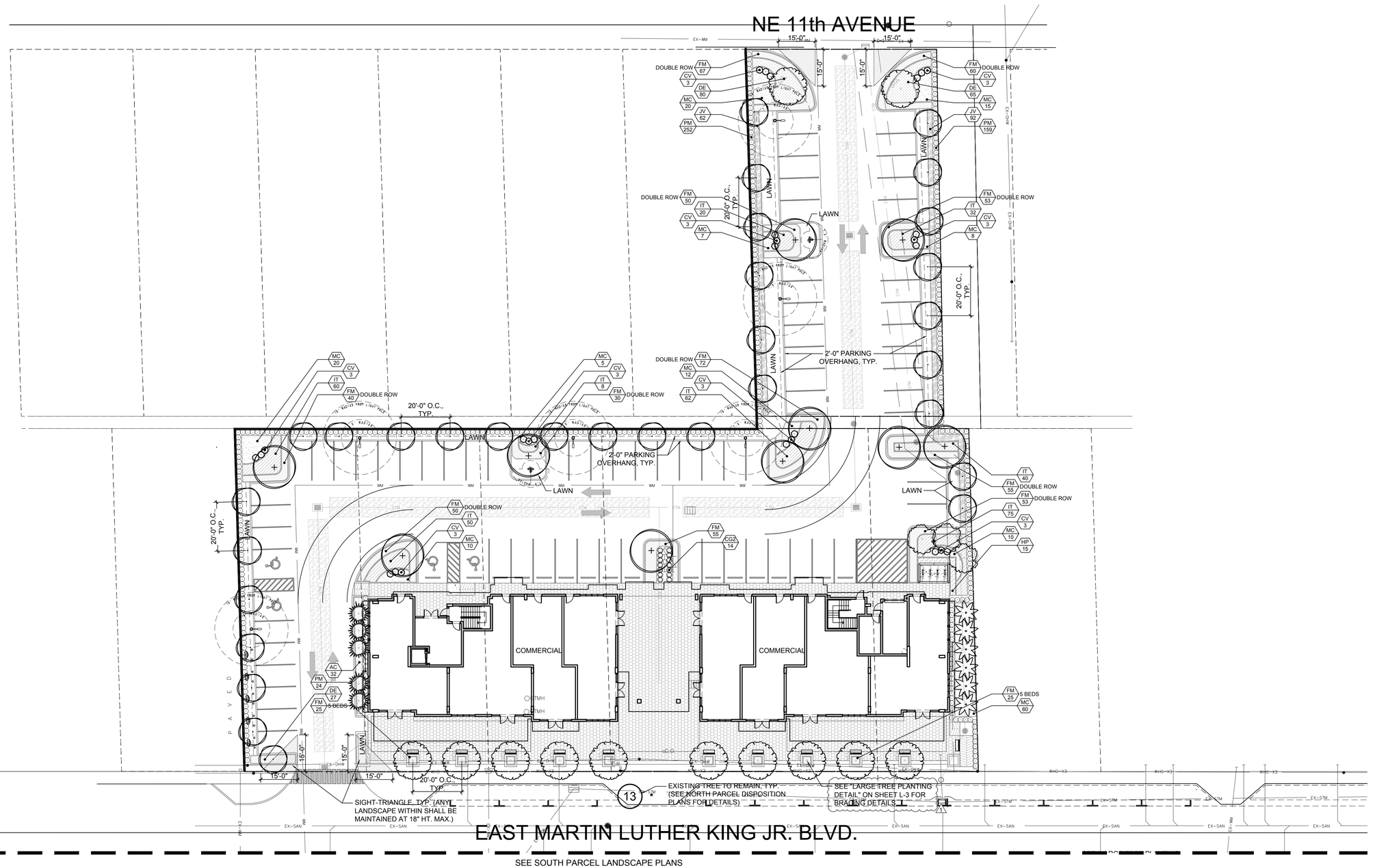
Project: WELLS LANDING - NORTH
BOYNTON BEACH, FL
INDEX

Revisions:	Date:	By:
1) DART Comments / Site Plan	09.24.2020	LDC

Seal:

Lic. # LA0000889
Member: A.S.L.A.

Drawing: Index
Date: 06/17/2020
Scale: See Left
Drawn by: LDC
Sheet No.: L-1
Cad Id.: 2020-021



LANDSCAPE PLAN

Scale: 1" = 20'-0"

NORTH

WITKIN HULTS + PARTNERS
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www.witkindesign.com

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Project:
WELLS LANDING - NORTH
BOYNTON BEACH, FL
LANDSCAPE PLAN

Revisions:	Date:	By:
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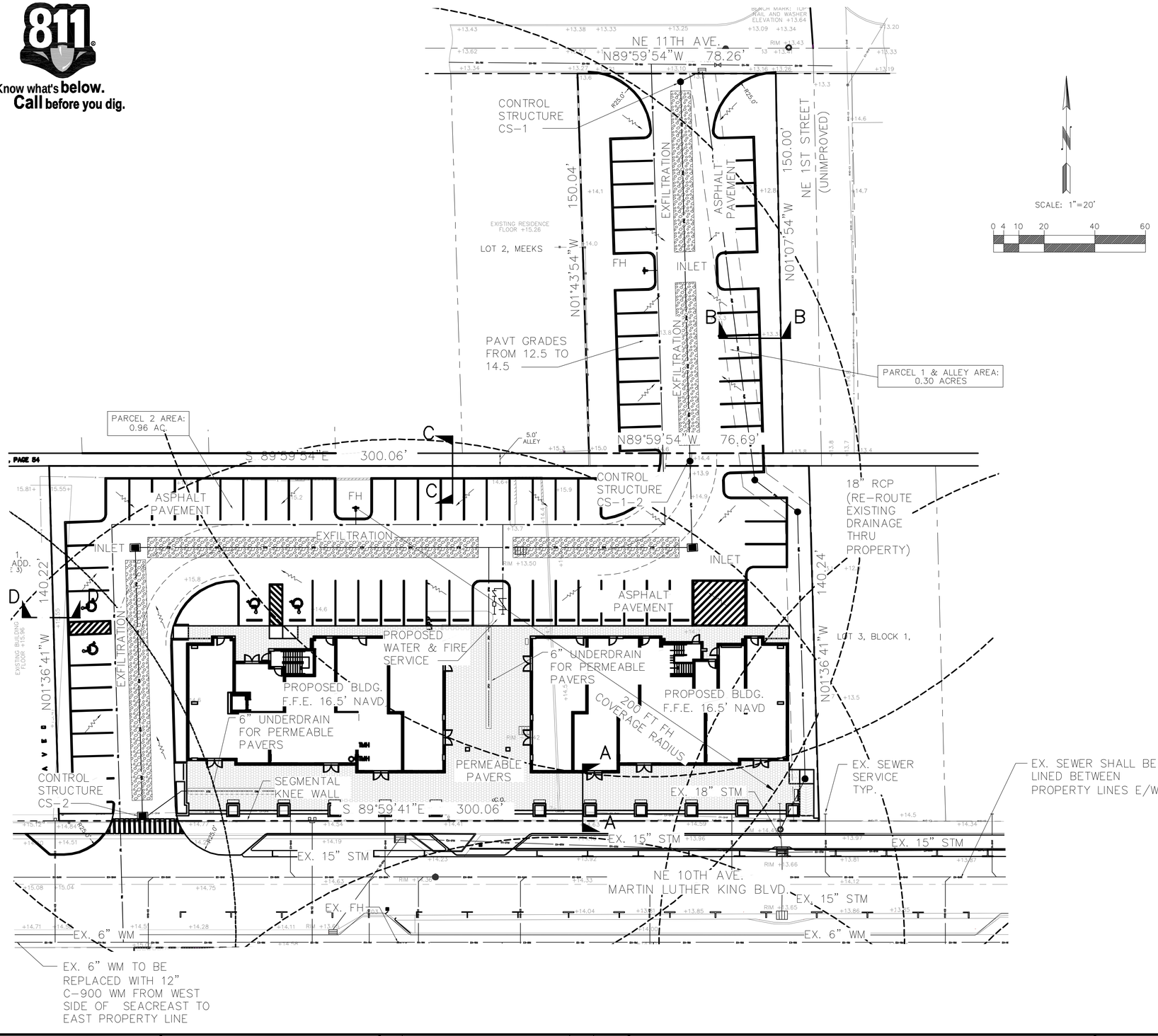
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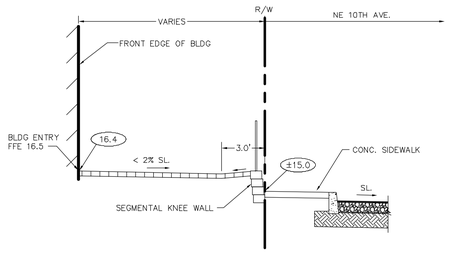
Lic. # LA0000889
Member: A.S.L.A.

Drawing: Landscape Plan
Date: 06/17/2020
Scale: See Left
Drawn by: LDC
Sheet No.: L-2
Cad Id.: 2020-021

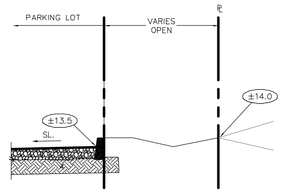
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811 Know what's below. Call before you dig.

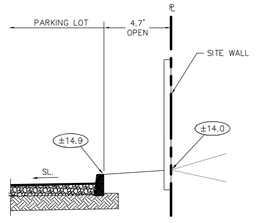




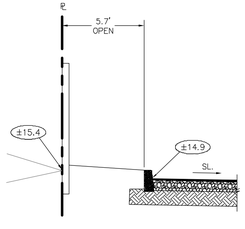
SECTION A–A
SCALE: 1"=5'



SECTION B–B
SCALE: 1"=5'



SECTION C–C
SCALE: 1"=5'



SECTION D–D
SCALE: 1"=5'

SMILEY & ASSOCIATES, INC.
1928 COMMERCE LANE, SUITE 2, JUPITER, FLORIDA 33458
561-747-8335 • msmiley@smiley-associates.com
www.smiley-associates.com
EB # 8613

REV.	DESCRIPTION	APRV	DATE

REVISION NOTES

WELLS LANDING NORTH
FOR
CENTENNIAL MANAGEMENT CORP.
BOYNTON BEACH, FLORIDA

PRELIMINARY ENGINEERING PLAN

DATE 4/4/17	
DRT	DRT
DSG	MS
CHK	MS
CADDWG WELLS	

MARK C. SMILEY LICENSE NO. 54864 STATE OF FLORIDA PROFESSIONAL ENGINEER 10/12/20

PE
SHEET TYPE

SHEET 1 OF 1

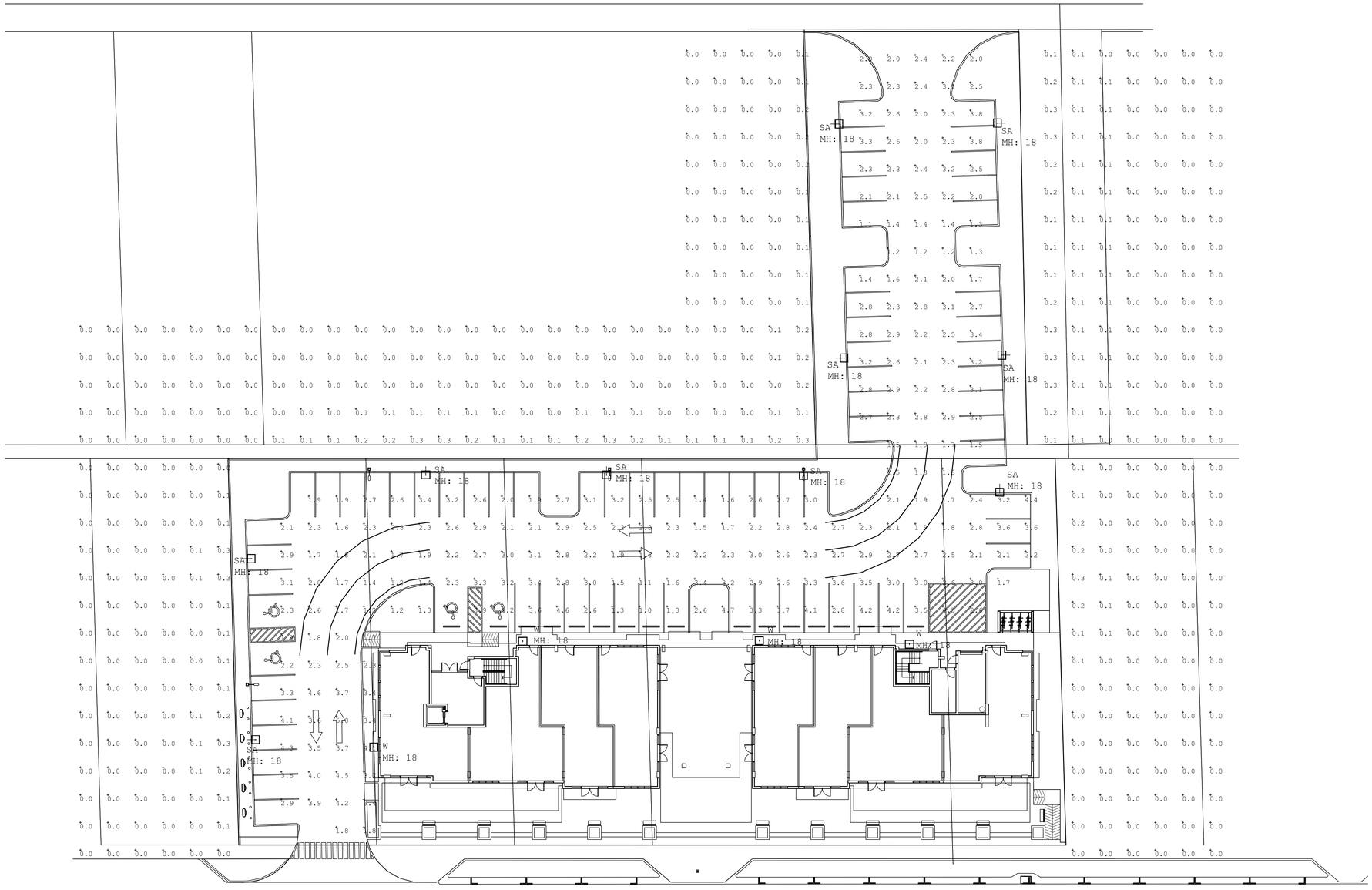
JOB # 20-006

671

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SITE PHOTOMETRICS PLAN - NORTH

1' = 20'-0"

0 10' 20' 40'

Luminaire Schedule					
Symbol	Qty	Label	Arrangement	LLF	Description
-	4	W	SINGLE	0.900	Cree Lighting OSQ-A-XX-4ME-B-30K-UL-XX / OSQ-BLSMF / Wall Mount
-|	10	SA	SINGLE	0.900	Cree Lighting OSQ-A-XX-4ME-B-30K-UL-XX / OSQ-BLSMF

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Illuminance	Fc	2.55	5.0	1.0	2.55	5.00
Spill	Illuminance	Fc	0.04	0.3	0.0	N.A.	N.A.

1 REVISED ENTIRE SHEET

B&K PROJECT#: 2020-0096

08/14/2020
DATE

B&K Engineering Group
3601 NW 2ND AVE
BOCA RATON, FL 33431
MECH DEPT:
TEL:561-716-7120
ELEC DEPT:
TEL:954-644-9612
CERTIFICATION OF AUTHORIZATION NO. 31989
PM:SK

PRIOR TO SUBMITTING THE BID, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND INFORM THE ARCHITECT AND THE ENGINEER OF ANY DISCREPANCY BETWEEN THESE DOCUMENTS AND THE EXISTING CONDITIONS AND SHALL INCLUDE IN THE BID TO CORRECT THE SAME AS DIRECTED. THE ENGINEERS ARE NOT RESPONSIBLE FOR ANY ADDITIONAL COSTS RESULTING FROM VERIFIABLE EXISTING CONDITIONS DISCOVERED AFTER CONTRACT HAS BEEN AWARDED. NO CHANGES SHALL BE MADE TO THESE PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER OF RECORD. ALL CHANGES SHALL BE SUBMITTED FOR REVIEW PRIOR TO INSTALLATION. NOT FOR BID UNTIL PERMIT HAS BEEN ISSUED.

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1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
PH. 954.794.0300 FX. 954.794.0301

AA26001731
SEAL
WILLIAM J. GALLO FL AR0008440

BRIAN P. HERBERT FL AR0015474

PROJECT

MARTIN LUTHER KING COMMUNITY NORTH

BOYNTON BEACH, FL 33435

OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	2020-09-09

PROJECT STATUS

DESIGN DEVELOPMENT

DATE

2020-06-09

PROJECT NUMBER

74-2018

SCALE

AS SHOWN

DRAWN BY: CMR

CHECKED BY: BPH

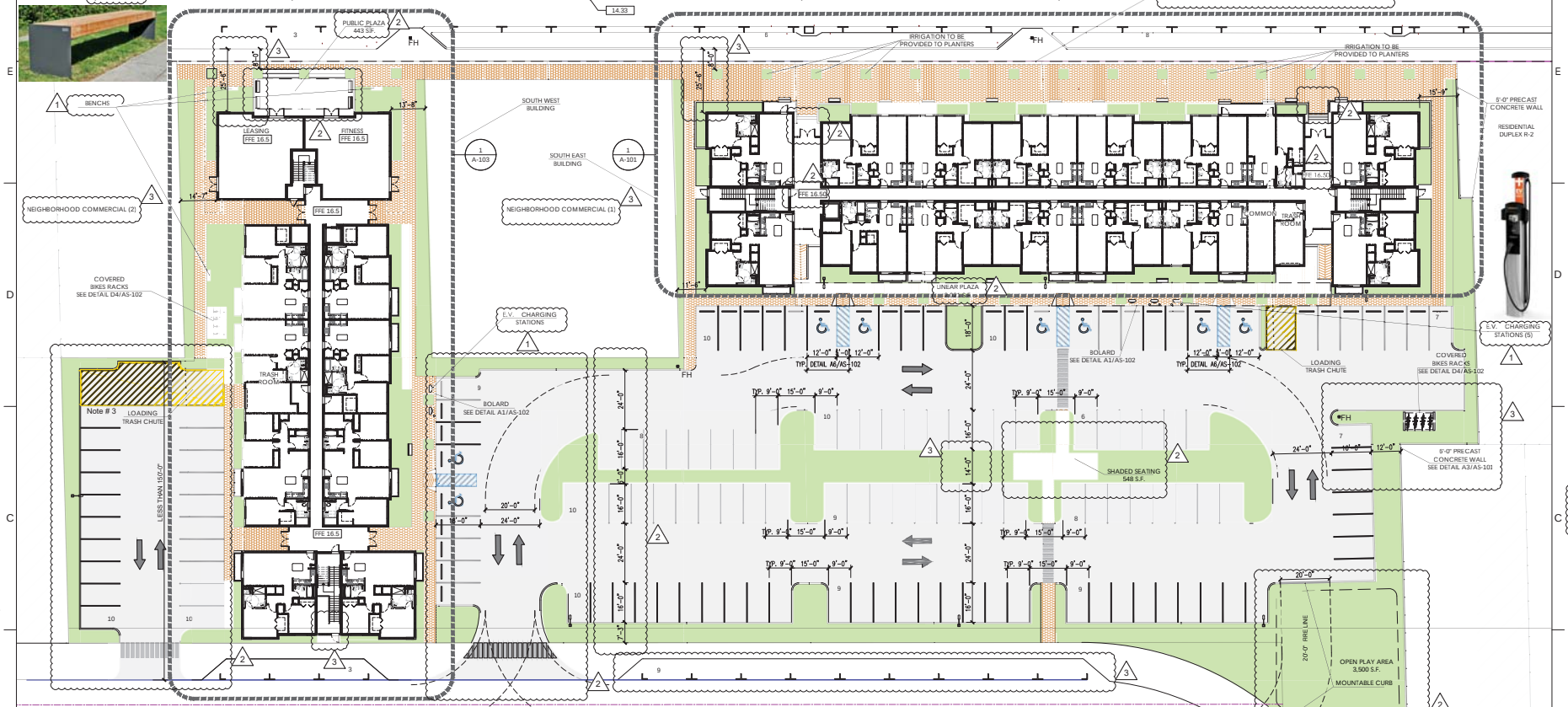
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SITE PHOTOMETRICS PLAN NORTH

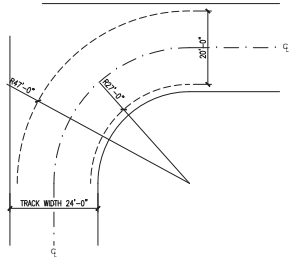
DRAWING NUMBER

EPH-101N

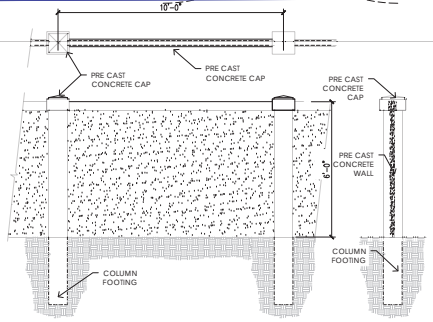
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A-1 ARCHITECTURAL SITE PLAN
1" = 20'-0"



A-2 TURNING RADIO DETAIL
1/16" = 1'-0"

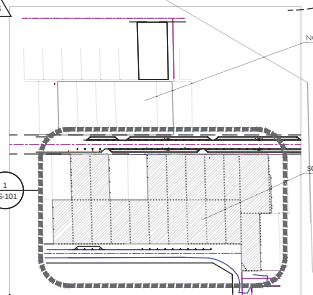


A3 PRE-CAST SITE WALL DETAIL
NOT TO SCALE

BOYNTON BEACH, FLORIDA - CODE OF ORDINANCES				
ZONING DISTRICT		PALM BEACH - MU-2		
SUBDISTRICT				
LAND USE		RESIDENTIAL (R-2)		
		PERMITTED	PROVIDED	COMPLIES
GROSS SITE AREA		2.69 AC	117,433 SF	YES
LOT FRONTAGE		100 FT MIN	417 FT	YES
BLDG HEIGHT		MAX 65'	51'-1"	YES
FLOOR AREA RATIO		3.0	1.02	YES
BUILDING AREA			120,647.27	
MAXIMUM ALLOWABLE 40 DU DENSITY		107.60	100.00	YES
BUILDING SETBACK				
M.L.K. - RESIDENTIAL	SIDEWALK	8 FT.	25.5 FT.	YES
	TREE AREA	5'		
	ACTIVE AREA	5'		
COMMERCIAL (1) C-2	EAST	0 FT.	11.55 FT.	YES
	WEST	0 FT.	13.60 FT.	YES
COMMERCIAL (2) C-2	WEST	0 FT.	14.58 FT.	YES
EAST SIDE RESIDENTIAL (DUPLEX R-2)		0 FT.	15.75 FT.	YES

PARKING CALCULATIONS:			
TYPE OF UNITS	# OF UNITS	FACTOR	TOTAL REQ'D
ONE BEDROOM	4	1.5	6
TWO BEDROOM	72	2	144
THREE BEDROOM	24	2	48
GUEST PARKING	100	0.15	15
TOTAL PARKING REQ'D			213
PARKING REDUCTION *		22%	47
TOTAL # OF UNITS & PARKING PROV'D	171 SPACES PROVIDED		166
OFF-STREET PARKING SPACES			142
ON-STREET PARKING SPACES			29
TOTAL PARKING PROVIDED			**171**

* SEE REDUCTION STUDY PARKING



A-4 KEY PLAN
NOT TO SCALE

NOTES:
1- SITE PLAN SHALL MEET CPTD DESIGN STANDARDS
2- BUILDING TO BE FULLY SPRINKLERED
3- DEVELOPER TO EXPLORE CROSS ACCES EASEMENT W/ CVS SITE
4- ALL PORTION OF BLDG AREA WITH 450 OF F.D. ACCESS PER NFPA 1-18.2.3.2.2

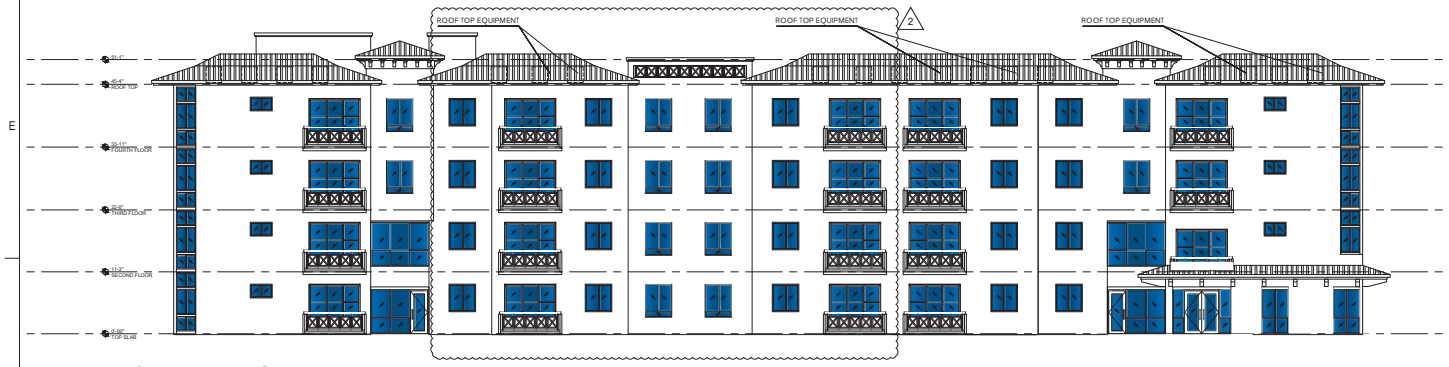
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P H 954.794.0300 F X 954.794.0301
AA26001721
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING SOUTH
BOYNTON BEACH, FL 33435
OWNER

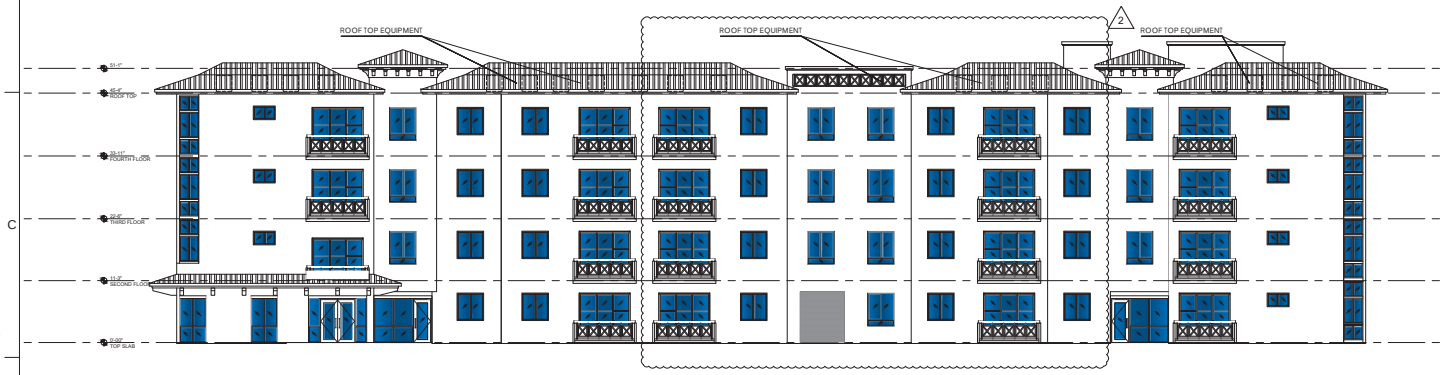
REVISIONS		
No.	Description	Date
1	DART COMMENTS	09-10-2020
2	DART COMMENTS	09-21-2020
3	DART COMMENTS	10-08-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
ARCHITECTURAL SITE PLAN SOUTH PARCEL
DRAWING NUMBER
AS-101

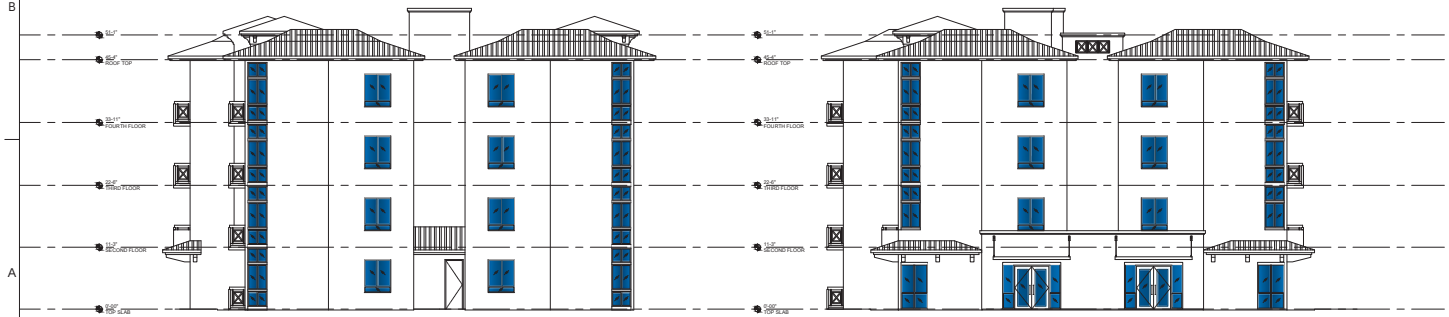
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A-1 EAST ELEVATION
3/32" = 1'-0"



A-2 WEST ELEVATION
3/32" = 1'-0"



A-3 SOUTH ELEVATION
3/32" = 1'-0"

A-4 NORTH ELEVATION
3/32" = 1'-0"

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BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING SOUTH
2

BOYNTON BEACH, FL 33435
OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-21-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
ELEVATION PLAN SOUTH WEST BLDG.
DRAWING NUMBER
A-203

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A-1 EAST ELEVATION
3/32" = 1'-0"



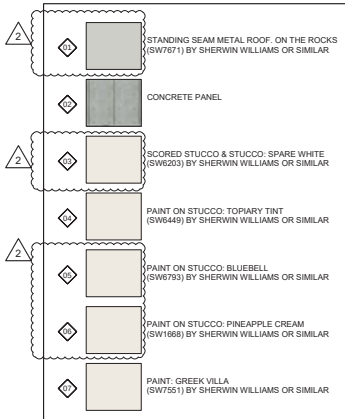
A-2 WEST ELEVATION
3/32" = 1'-0"



A-3 SOUTH ELEVATION
3/32" = 1'-0"



A-4 NORTH ELEVATION
3/32" = 1'-0"



A-5 MATERIAL & COLOR LEGENDS

1. ALL ROOF DRAINS: ALL INTERNAL AND DOWNSPOUTS OR RAIN WATER LEADERS WILL BE CONCEALED IN ARCHITECTURAL ELEMENTS.
2. ALL EQUIPMENT OTHER THAN FIRE APARATUS SHALL BE PAINTED TO MATCH BUILDING COLORS

A-6 MATERIAL NOTES

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AA26001731
SEAL
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BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING SOUTH
2

BOYNTON BEACH, FL 33435
OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-10-2020
2	DART COMMENTS	09-21-2020

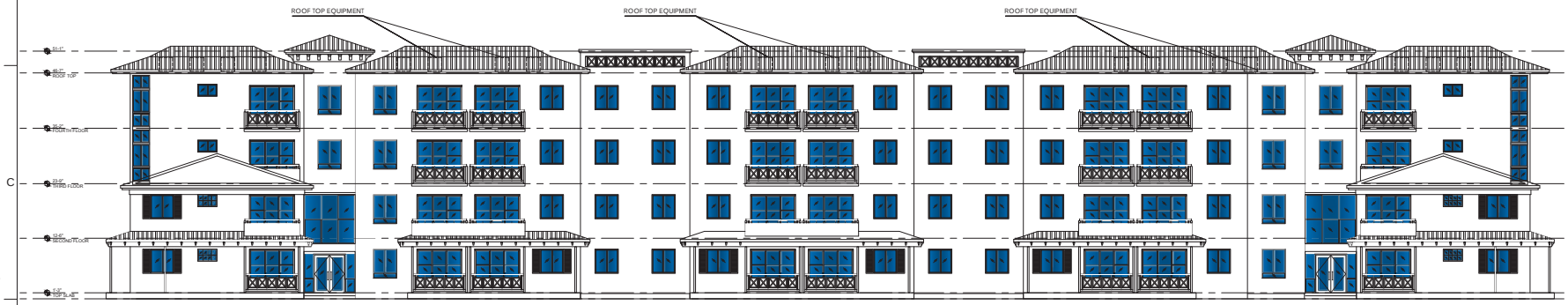
PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
1
COLOR ELEVATION PLANS SOUTH WEST BLDG.
DRAWING NUMBER
A-204

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A-1 SOUTH ELEVATION
3/32" = 1'-0"



A-2 NORTH ELEVATION
3/32" = 1'-0"



A-3 WEST ELEVATION
3/32" = 1'-0"



A-4 EAST ELEVATION
3/32" = 1'-0"

GHA
GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
PH 954.794.0300 FX 954.794.0301

AA26001721
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING
SOUTH
2

BOYNTON BEACH, FL 33435
OWNER

REVISIONS

No.	Description	Date
1	DART COMMENTS	09-21-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
ELEVATION PLAN
SOUTH EAST BLDG.
DRAWING NUMBER
A-201

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A-1 SOUTH ELEVATION
NOT TO SCALE



A-2 NORTH ELEVATION
NOT TO SCALE



A-3 WEST ELEVATION
NOT TO SCALE



A-4 EAST ELEVATION
NOT TO SCALE

2 | 01 STANDING SEAM METAL ROOF. ON THE ROCKS (SW7671) BY SHERWIN WILLIAMS OR SIMILAR

2 | 02 SCORED STUCCO & STUCCO: SPARE WHITE (SW6203) BY SHERWIN WILLIAMS OR SIMILAR

03 PAINT ON STUCCO: TOPIARY TINT (SW6449) BY SHERWIN WILLIAMS OR SIMILAR

2 | 04 PAINT ON STUCCO: BLUEBELL (SW6793) BY SHERWIN WILLIAMS OR SIMILAR

05 PAINT ON STUCCO: PINEAPPLE CREAM (SW1668) BY SHERWIN WILLIAMS OR SIMILAR

06 PAINT: GREEK VILLA (SW7551) BY SHERWIN WILLIAMS OR SIMILAR

A-5 MATERIAL & COLOR LEGENDS

1. ALL ROOF DRAINS: ALL INTERNAL AND DOWNSPOUTS OR RAIN WATER LEADERS WILL BE CONCEALED IN ARCHITECTURAL ELEMENTS.
2. ALL EQUIPMENT OTHER THAN FIRE APARATUS SHALL BE PAINTED TO MATCH BUILDING COLORS

A-6 MATERIAL NOTES

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PH 954.794.0300 FX 954.794.0301

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WILLIAM J. GALLO FL AR0008440

BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING SOUTH
2

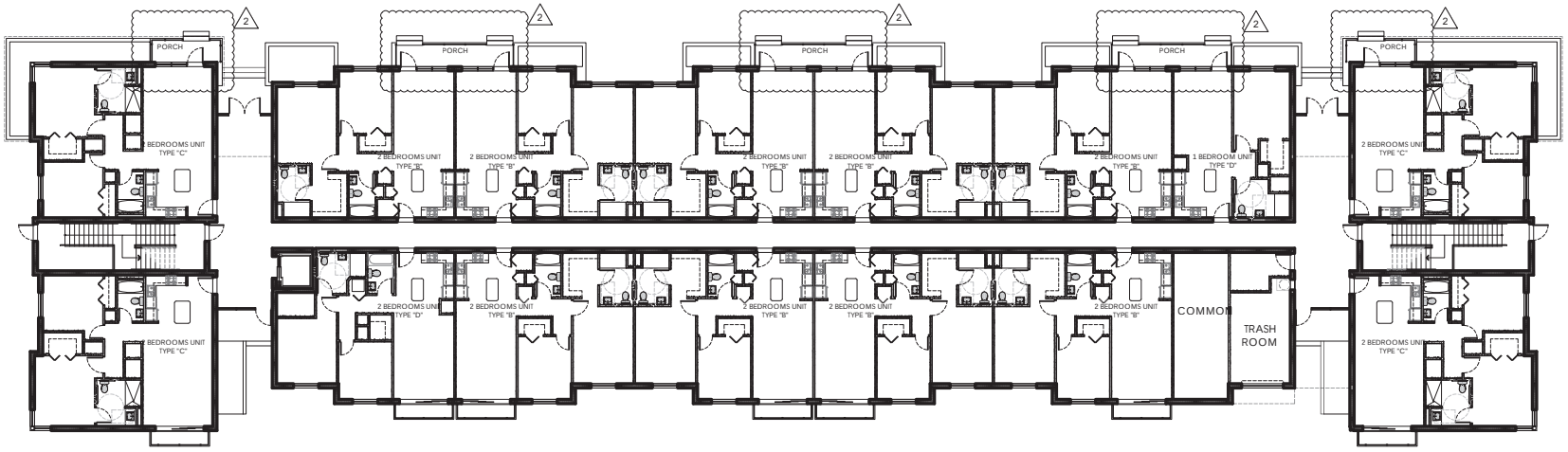
BOYNTON BEACH, FL 33435
OWNER

REVISIONS

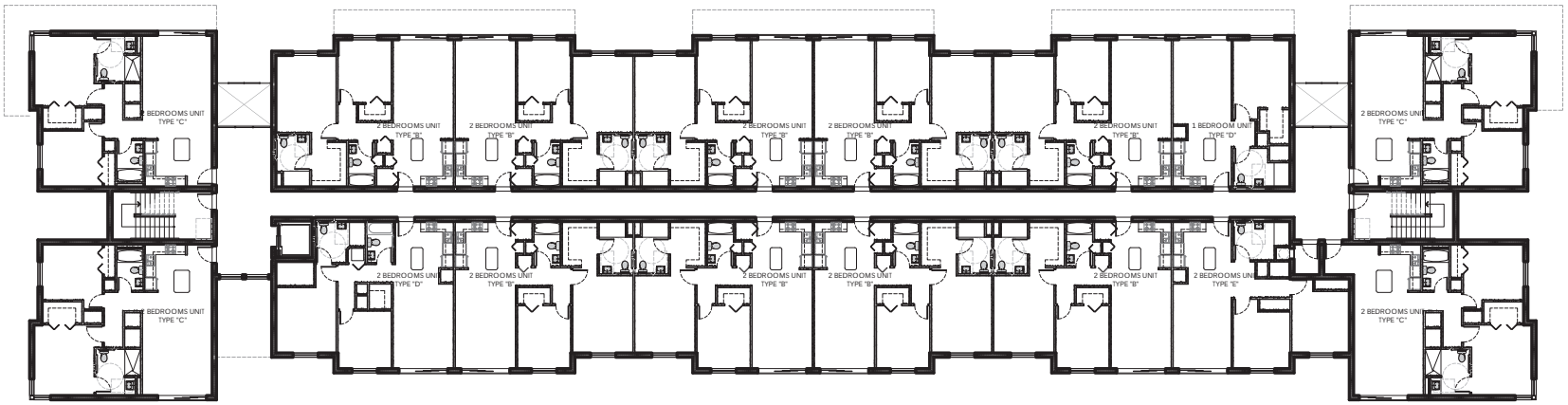
No.	Description	Date
1	DART COMMENTS	09-10-2020
2	DART COMMENTS	09-21-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
1 COLOR ELEVATION PLANS SOUTH EAST BLDG.
DRAWING NUMBER
A-202

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A-1 FIRST FLOOR PLAN
3/32" = 1'-0"



A-2 SECOND FLOOR PLAN
3/32" = 1'-0"

GHA
GALLO HERBERT ARCHITECTS
1311 W. NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
P H 954.794.0300 F X 954.794.0301
AA26001721
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING SOUTH

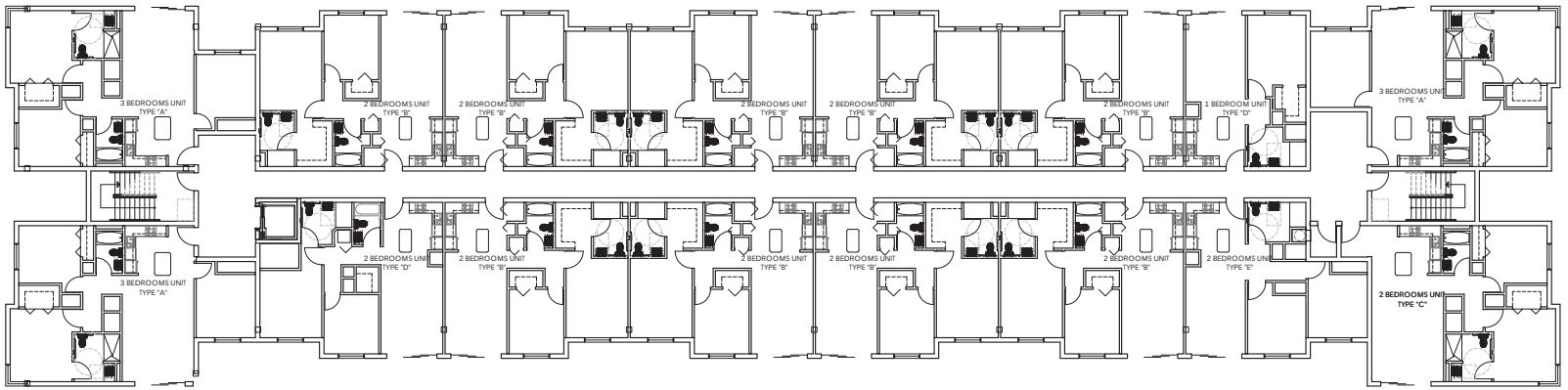
BOYNTON BEACH, FL 33435
OWNER

REVISIONS

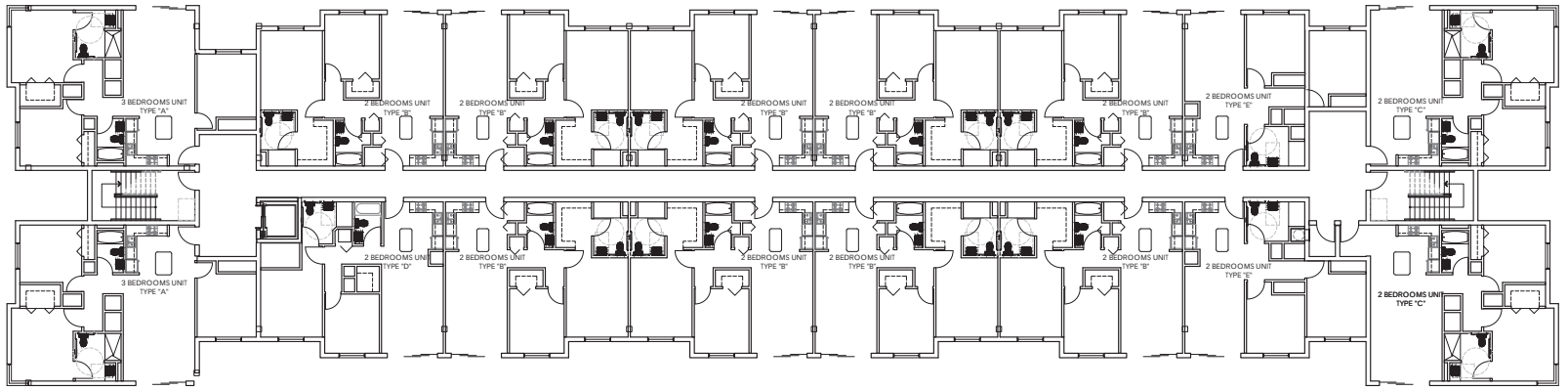
No.	Description	Date
1	DART COMMENTS	09-21-2020

PROJECT STATUS
DESIGN DEVELOPMENT
DATE
2020-06-09
PROJECT NUMBER
74-2018
SCALE
AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
FIRST AND SECOND FLOOR PLAN SOUTH EAST BLDG.
DRAWING NUMBER
A-101

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A-1 THIRD FLOOR PLAN
3/32" = 1'-0"



A-2 FOURTH FLOOR PLAN
3/32" = 1'-0"

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P H 954.794.0300 F X 954.794.0301
AA26001721
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING SOUTH
2

BOYNTON BEACH, FL 33435
OWNER

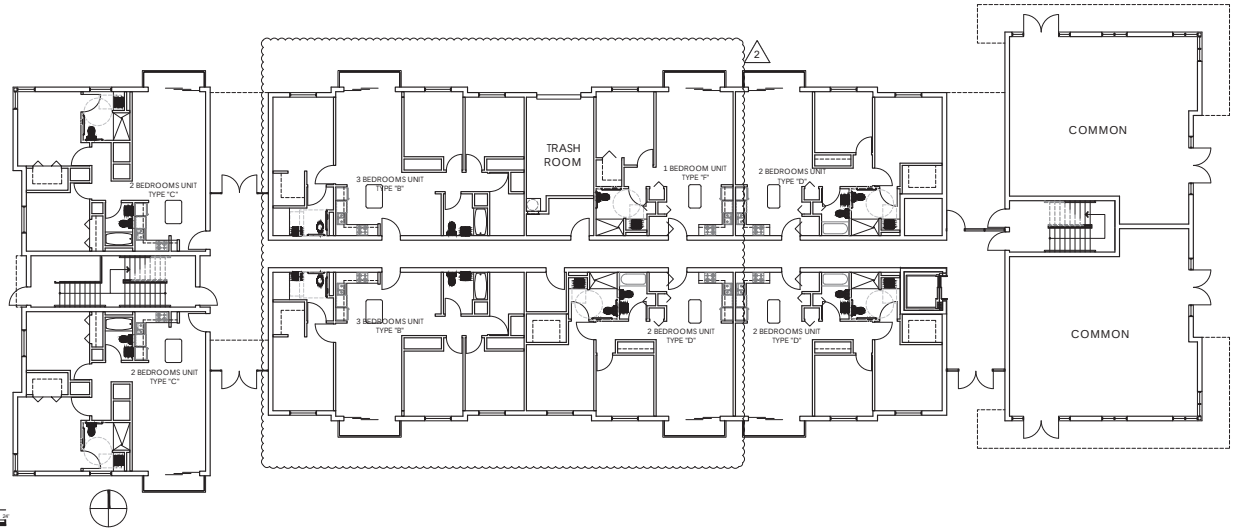
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No.	Description	Date
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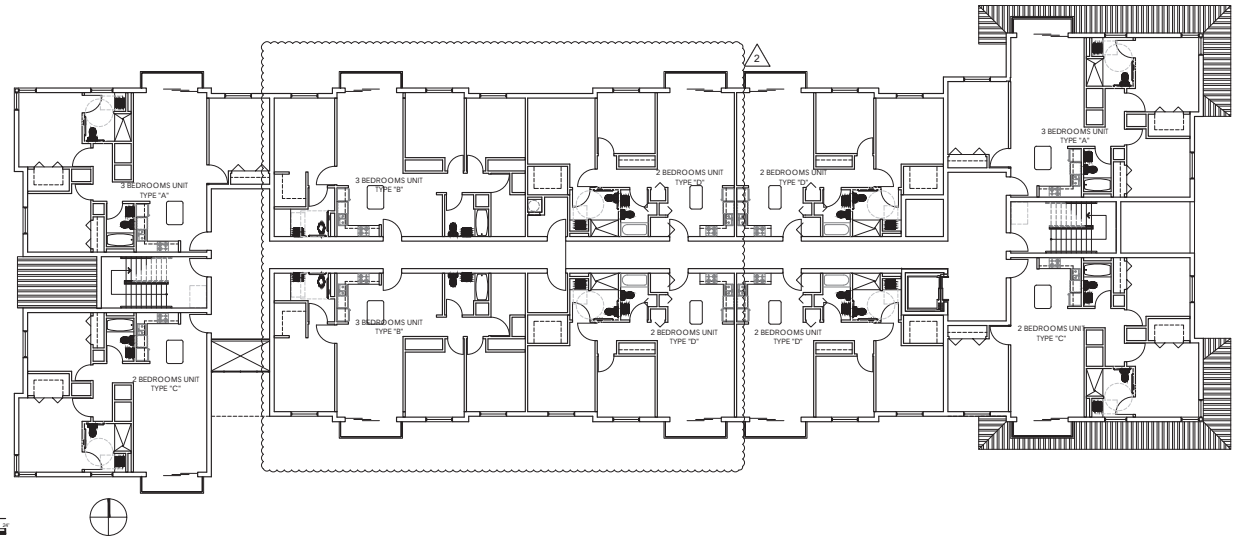
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2020-06-09
PROJECT NUMBER
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AS SHOWN
DRAWN BY CMR
CHECKED BY BPH
DRAWING TITLE
THIRD & FOURTH FLOOR PLAN SOUTH EAST BLDG.
DRAWING NUMBER
A-102

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A-1 FIRST FLOOR PLAN
3/32" = 1'-0"



A-2 SECOND FLOOR PLAN
3/32" = 1'-0"

GHA
GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
P H 954.794.0300 F X 954.794.0301
AA26001721
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
WELLS LANDING SOUTH

BOYNTON BEACH, FL 33435
OWNER

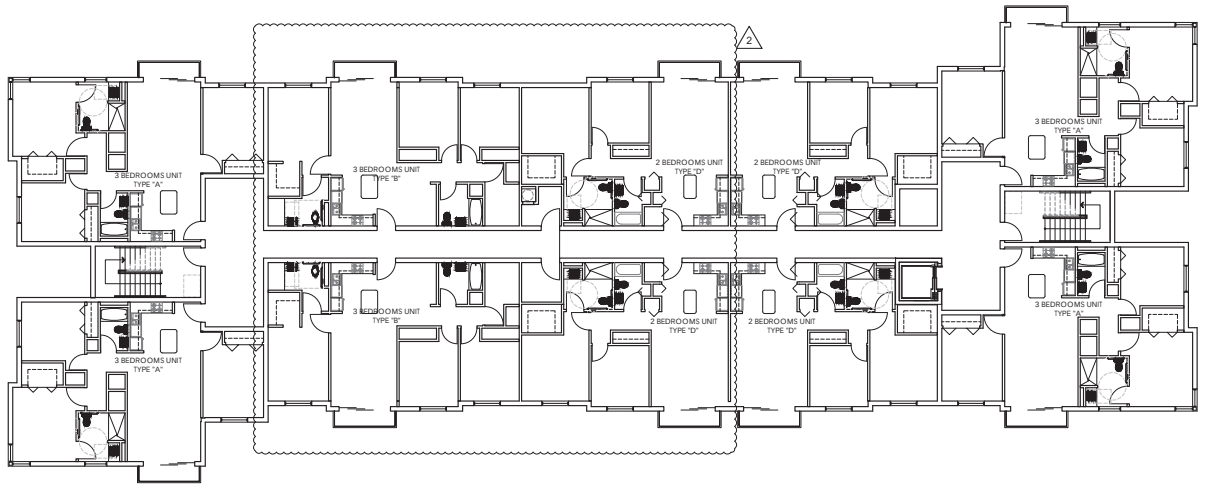
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1	DART COMMENTS	09-21-2020

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FIRST & SECOND FLOOR PLAN SOUTH WEST BLDG.
DRAWING NUMBER
A-103

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ITRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.



A-1 THIRD & FOURTH FLOOR PLAN
3/32" = 1'-0"

GHA GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
P H 954.794.0300 F X 954.794.0301

AA26001721

SEAL

WILLIAM J. GALLO FL AR0008440

BRIAN P. HERBERT FL AR0015474

PROJECT

WELLS LANDING
SOUTH
2

BOYNTON BEACH, FL 33435

OWNER

REVISIONS

No.	Description	Date
2	DART COMMENTS	09-21-2020

PROJECT STATUS
DESIGN DEVELOPMENT

DATE
2020-06-09

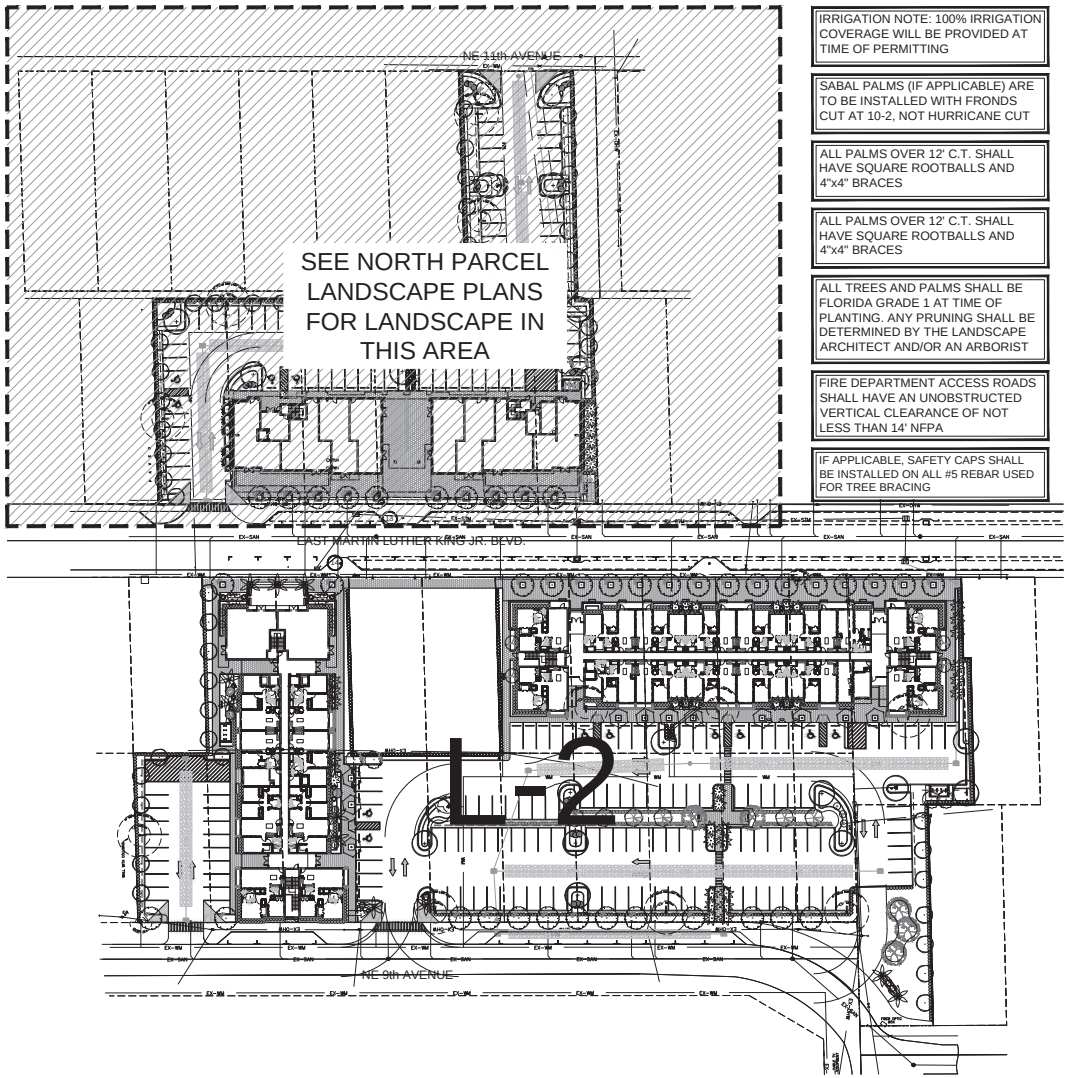
PROJECT NUMBER
74-2018

SCALE
AS SHOWN

DRAWN BY CMR | CHECKED BY BPH

DRAWING TITLE
THIRD & FOURTH FLOOR PLAN SOUTH WEST BLDG.

DRAWING NUMBER
A-104



IRRIGATION NOTE: 100% IRRIGATION COVERAGE WILL BE PROVIDED AT TIME OF PERMITTING

SABAL PALMS (IF APPLICABLE) ARE TO BE INSTALLED WITH FRONDS CUT AT 10-2, NOT HURRICANE CUT

ALL PALMS OVER 12' C.T. SHALL HAVE SQUARE ROOTBALLS AND 4"x4" BRACES

ALL PALMS OVER 12' C.T. SHALL HAVE SQUARE ROOTBALLS AND 4"x4" BRACES

ALL TREES AND PALMS SHALL BE FLORIDA GRADE 1 AT TIME OF PLANTING. ANY PRUNING SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT AND/OR AN ARBORIST

FIRE DEPARTMENT ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 14' NFPA

IF APPLICABLE, SAFETY CAPS SHALL BE INSTALLED ON ALL #5 REBAR USED FOR TREE BRACING

SHEET INDEX:

L-1 INDEX
L-2 LANDSCAPE PLAN
L-3 LANDSCAPE DETAILS

KEY PLAN

Scale: 1" = 40'-0"

NORTH

LANDSCAPE LEGEND - RESIDENTIAL (SOUTH)

ZONE DISTRICT: C-2

Gross Land: 117,428 (s.f.) Net Land: 2.70 acres Water Bodies: 0

	REQ.	PROV.
PERIMETER BUFFER Requirements: East (Commercial)	(235 L.F.)	(235 L.F.)
(1) 14' ht. tree for every 20 l.f.	12	12
(1) 36" ht. shrub for every 3 l.f.	78	100
PERIMETER BUFFER Requirements: West (Commercial)	(305 L.F.)	(305 L.F.)
(1) 14' ht. tree for every 20 l.f.	15	15
(1) 36" ht. shrub for every 3 l.f.	102	108
STREET TREES (North - East MLK Blvd.): 418 l.f. (1 tree / 20 l.f.)	21	21
STREET TREES (South - NE 9th Ave.): 542 l.f. (1 tree / 20 l.f.)	27	27
TOTAL NUMBER OF TREES (SMALL PALMS IN 3:1 RATIO)	75	106
TOTAL NUMBER OF SHRUBS, GROUNDCOVERS	180	2,323
5% OF SHRUBS SHALL BE BUTTERFLY-ATTRACTIVE	9	485

Note: All pervious areas must be landscaped with lawn, groundcover, and/or shrubbery.

* IRRIGATION SHALL BE PROVIDED AT TIME OF PERMIT
* ALL PARKING ISLANDS SHALL BE LANDSCAPED WITH GROUNDCOVER MATERIAL

LANDSCAPE LIST - SOUTH PARCEL

TREES

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
	30	*Quercus virginiana 'High Rise'	14' HT. X 6' SPR. 4" DBH.
		LIVE OAK "HIGH RISE"	F.G.
	11	*Bursera simaruba	14' HT. X 6' SPR. 4" DBH.
		GUMBO LIMBO	F.G., "CHARACTER" SPECIMEN
	19	*Coccoloba diversiflora	14' HT. X 6' SPR. 4" DBH.
		PIGEON PLUM	F.G.
	4	Tabebuia heterophylla	10' HT. X 5 SPR., 2" DBH.
		PINK TRUMPET TREE	F.G.
	6	Filicium decipiens	10' HT. X 5' SPR. 2" DBH.
		JAPANESE FERN TREE	F.G.
	4	*Conocarpus erectus 'sericeus'	10' HT. X 4' SPR. 2" DBH.
		SILVER BUTTONWOOD	F.G.
	11	*Eugenia foetida	12' HT. X 4' SPR., MULTI TRUNK
		SPANISH STOPPER	F.G.
	5	Jacaranda mimosifolia	14' HT. X 6' SPR. 4" DBH.
		JACARANDA TREE	F.G.
	3	Ligustrum japonicum	8' HT. X 8' SPR., MULTI TRUNK
		JAPANESE PRIVET	F.G.
	11	*Roystonea elata	24' O.A. HT. MIN.
		ROYAL PALM	F.G., MATCHED HTS.
	36	Ptychosperma elegans 'single'	20' O.A. HT., SINGLE
		SINGLE ALEXANDER PALMS	F.G.
	2	Veitchia montgomeryana 'double'	20' O.A. HT. MIN., DOUBLE
		DOUBLE MONTGOMERY PALM	F.G., STAGGERED.

SHRUBS AND GROUNDCOVERS

SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
AB	20	Aechmea blanchettiana	36" HT. X 24" SPR.
		BRIGHT YELLOW BROMELIAD	10" POT
AC	47	Asclepias curassavica [BUTTERFLY ATTRACTIVE]	24" HT. X 24" SPR. / 24" O.C.
		MILKWEED	3 GAL.
CA	2	Crinum augustum 'Queen Emma'	3' O.A. HT.
		PURPLE CRINUM LILY	7 GAL.
CG	427	*Clusia guttifera	24" HT. X 24" SPR. / 24" O.C.
		SMALL LEAF CLUSIA	3 GAL.
CG2	174	*Clusia guttifera	36" HT. X 24" SPR. / 24" O.C.
		SMALL LEAF CLUSIA	7 GAL.
CI	207	*Chrysobalanus icaco 'Red Tip'	18" HT. X 18" SPR. / 18" O.C.
		RED TIP COCOPLUM	3 GAL.
CV	9	Codieaum variegatum 'Mammey'	18" HT. X 18" SPR. / 18" O.C.
		RED - YELLOW CROTON	3 GAL.
DE	73	Duranta erecta 'Gold Mound'	18" HT. X 18" SPR. / 18" O.C.
		GOLD MOUND DURANTA	3 GAL.
FM	1200	Ficus microcarpa 'Green Island'	15" HT. X 15" SPR. / 18" O.C.
		GREEN ISLAND FICUS	3 GAL.
HA	9	Hibiscus 'Anderson Crepe' [BUTTERFLY ATTRACTIVE]	6' HT. O.A., STANDARD
		ANDERSON CREPE HIBISCUS	15 GAL.
HP	25	Hamelia patens 'compact' [BUTTERFLY ATTRACTIVE]	24" HT. X 24" SPR. / 24" O.C.
		DWARF FIREBUSH	3 GAL.
IT	210	Ixora taiwanese 'Dwarf'	18" HT. X 18" SPR. / 18" O.C.
		DWARF IXORA	3 GAL.
JV	72	Jasmine volubile	24" HT. X 24" SPR. / 24" O.C.
		WAX JASMINE	3 GAL.
MC	153	*Muhlenbergia capillaris	24" HT. X 24" SPR. / 30" O.C.
		PINK MUHLY GRASS	3 GAL.
PL	404	Pentas lanceolata "New Look White" [BUTTERFLY ATTRACTIVE]	12" HT. X 12" SPR. / 12" O.C.
		DWARF PENTAS	1 GAL.
PM	455	Podocarpus macrophyllus	36" HT. X 24" SPR. / 24" O.C.
		PODOCARPUS	7 GAL.
PV	112	Pittosporum tobira 'Variegata'	18" HT. X 18" SPR. / 18" O.C.
		PITTOSPORUM VARIEGATA	3 GAL.
SA	173	Schefflera arboricola	24" HT. X 24" SPR. / 24" O.C.
		GREEN SCHEFFLERA	3 GAL.
SV	155	Schefflera arboricola 'Trinette'	18" HT. X 18" SPR. / 18" O.C.
		VARIEGATED SCHEFFLERA	3 GAL.
LAWN	As Required	Stenotaphrum secundatum 'Floratam'	SOLID EVEN SOD
		ST. AUGUSTINE GRASS	

* DENOTES NATIVE SPECIES

WITKIN HULTS + PARTNERS
301 E. Atlantic Blvd. Pompano Beach, FL 33060
phone: 954.923.9681 | facsimile: 954.923.9689
www.witkindesign.com

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Project:
WELLS LANDING - SOUTH
BOYNTON BEACH, FL
INDEX

Revisions:	Date:	By:
1) DART Comments / Site Plan	06.24.2020	LDC

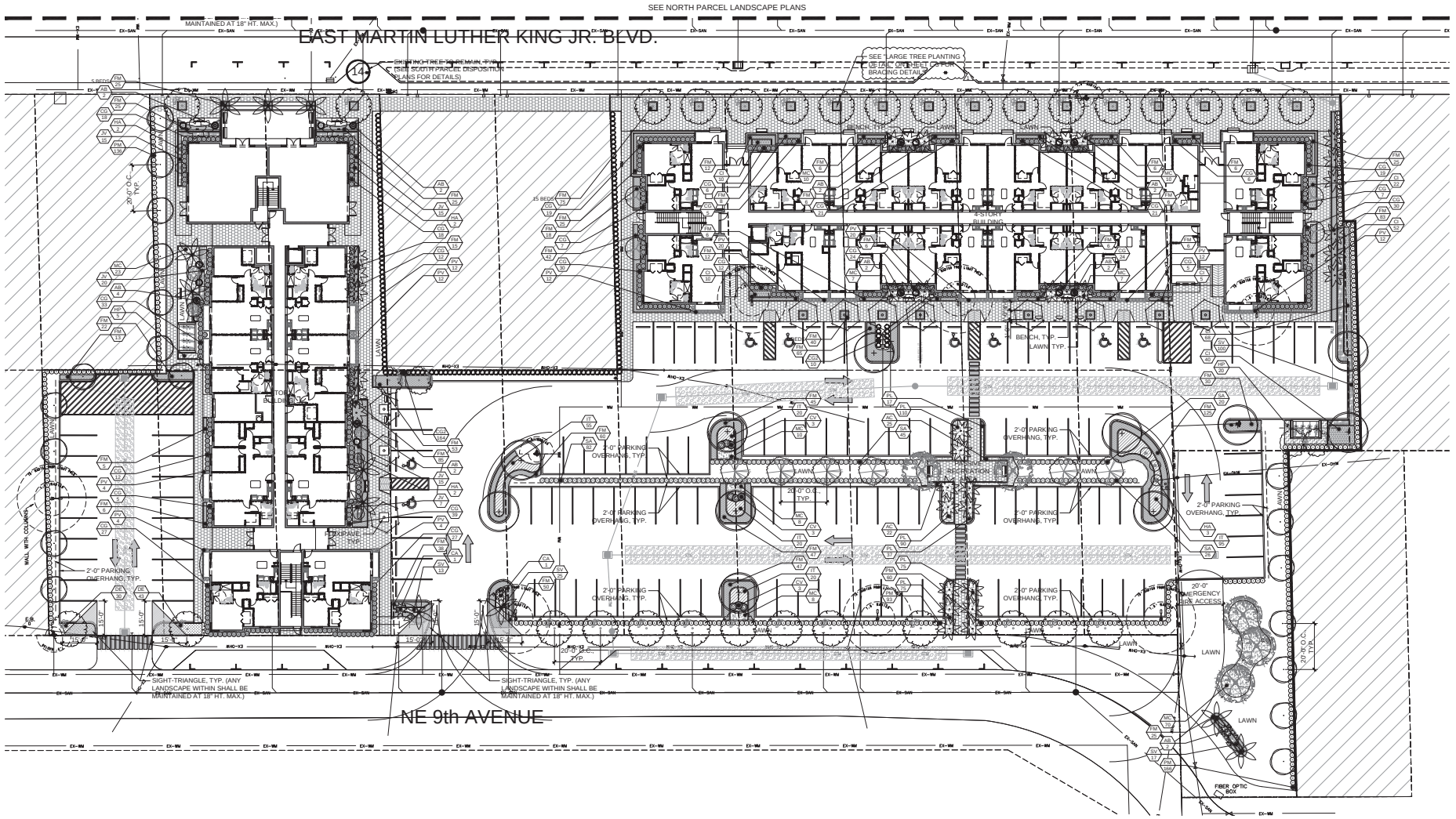
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Member: A.S.L.A.

Drawing: Index
Date: 06/17/2020
Scale: See Left
Drawn by: LDC
Sheet No.:

L-1

Cad Id.: 2020-021



LANDSCAPE PLAN

Scale: 1" = 20'-0"

NORTH

WITKIN HULTS + PARTNERS
301 Yamato Road, Suite 2190
Boca Raton, Florida 33431
phone: 954.923.9681 | facsimile: 954.923.9689
www.witkindesign.com

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Project:

WELLS LANDING - SOUTH

BOYNTON BEACH, FL

LANDSCAPE PLAN

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Seal:

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Sheet No.:

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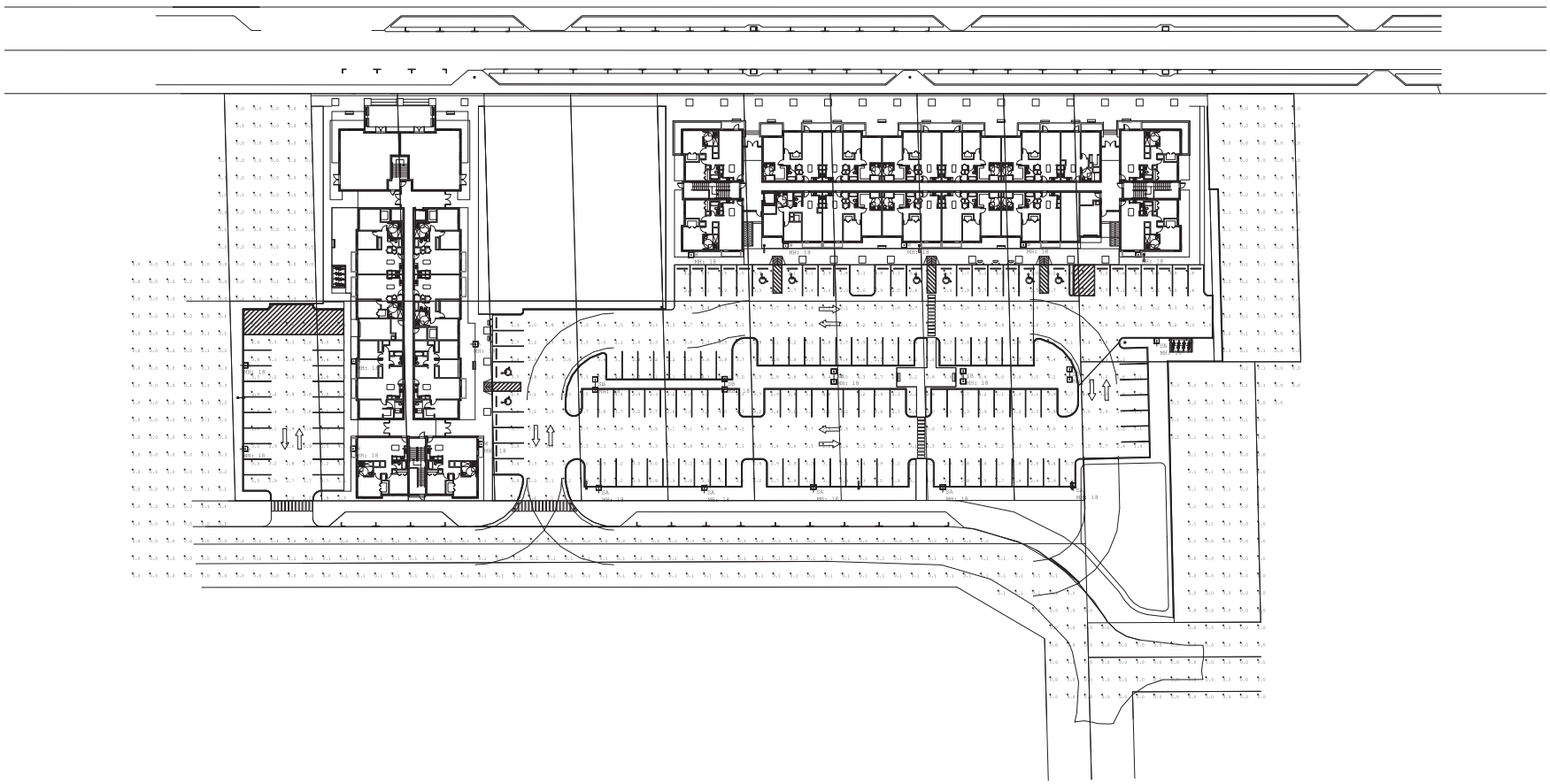
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SITE PHOTOMETRICS PLAN - SOUTH
1" = 30'-0"

REVISED ENTIRE SHEET

Luminaire Schedule					
Symbol	Qty	Label	Arrangement	LLF	Description
	8	W	SINGLE	0.900	Cree Lighting OSQ-A-XX-4ME-B-30K-UL-XX / OSQ-BLSMF / Wall Mount
	5	SB	D180	0.900	Cree Lighting OSQ-A-NM-5ME-B-30K-UL-XX, 2@180°
	9	SA	SINGLE	0.900	Cree Lighting OSQ-A-XX-4ME-B-30K-UL-XX / OSQ-BLSMF

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	Illuminance	Fc	2.96	6.1	1.0	2.96	6.10
Spill	Illuminance	Fc	0.06	0.3	0.0	N.A.	N.A.

B&K PROJECT# 2020-0096

08/14/2020
DATE

B&K Engineering Group

3601 NW 2ND AVE
BOCA RATON, FL 33431

MECH. DEPT.
TEL:561-716-7120

ELEC DEPT.
TEL:954-644-9612

CERTIFICATION OF AUTHORIZATION NO. 31989

PRIOR TO CONSTRUCTING THE BID, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND INFORM THE ARCHITECT AND THE ENGINEER OF ANY DISCREPANCY BETWEEN THESE DOCUMENTS AND THE EXISTING CONDITIONS AND SHALL INCLUDE IN THE BID TO DO SO. ANY WORK PERFORMED BY THE CONTRACTOR AFTER DISCOVERY OF SUCH DISCREPANCIES SHALL BE DONE AT THE CONTRACTOR'S RISK. EXISTING CONDITIONS DISCOVERED AFTER CONTRACT HAS BEEN AWARDED. NO CHANGES SHALL BE MADE TO THESE PLANS WITHOUT PRIOR APPROVAL FROM THE ENGINEER OF RECORD. ALL CHANGES SHALL BE SUBMITTED FOR REVIEW PRIOR TO INSTALLATION. NOT FOR BID UNTIL PERMIT HAS BEEN ISSUED.

GHA
GALLO HERBERT ARCHITECTS
1311 W NEWPORT CENTER DRIVE DEERFIELD BEACH, FLORIDA 33442
PH. 954.794.0300 FX. 954.794.0301

AA26001731
SEAL
WILLIAM J. GALLO FL AR0008440
BRIAN P. HERBERT FL AR0015474

PROJECT
MARTIN LUTHER KING COMMUNITY SOUTH

BOYNTON BEACH, FL 33435
OWNER

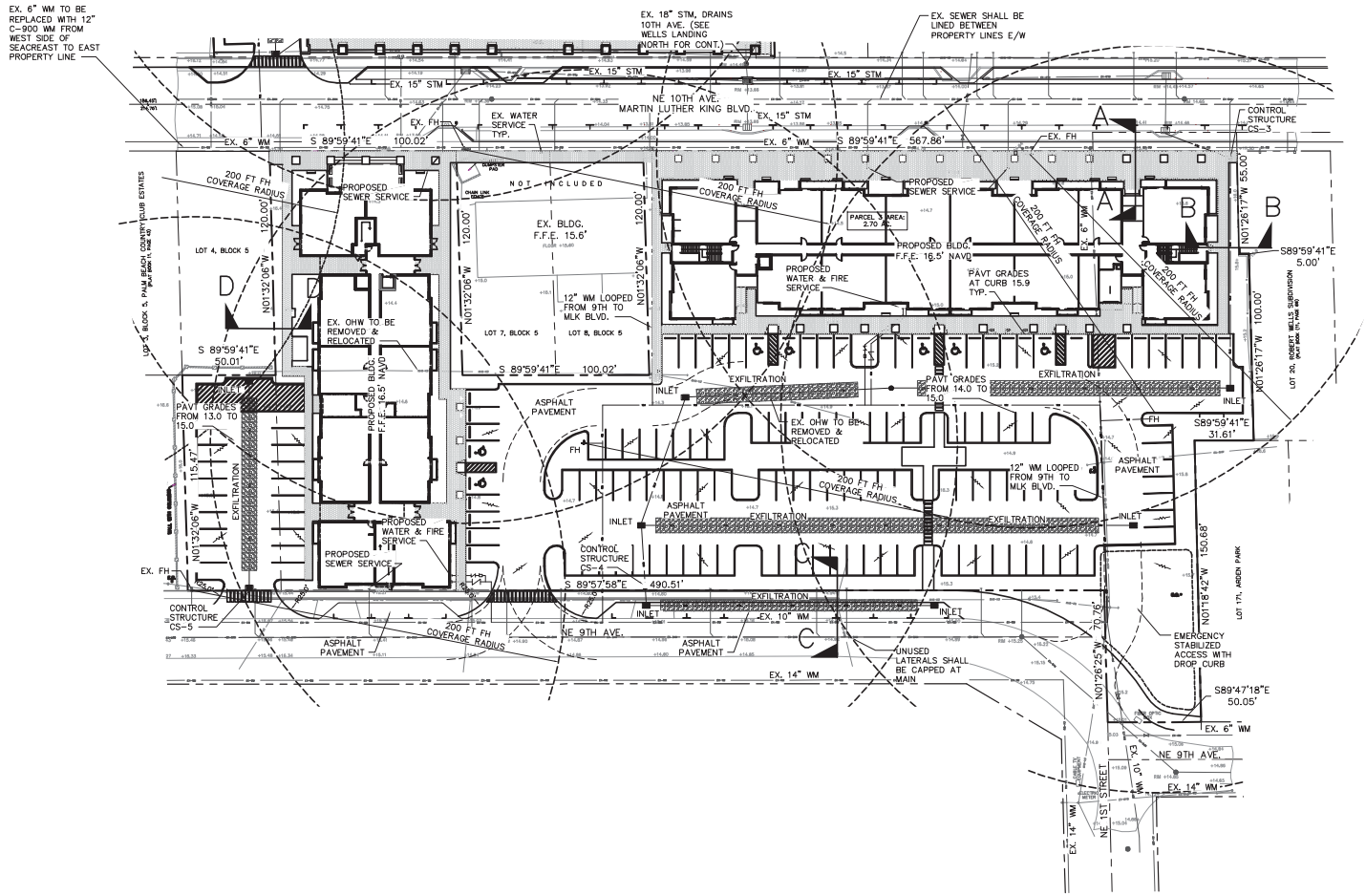
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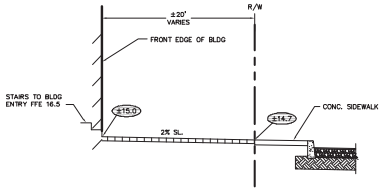
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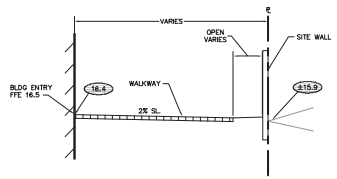
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811 Know what's below. Call before you dig.

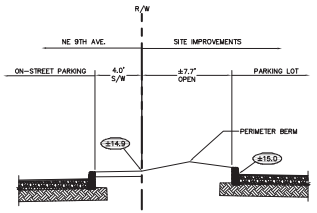




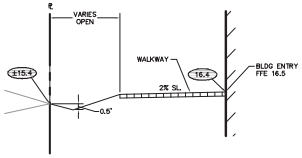
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SECTION B–B
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SECTION C–C
SCALE: 1"=5'



SECTION D–D
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SMILEY & ASSOCIATES, INC.
1928 COMMERCE LANE, SUITE 2, JUPITER, FLORIDA 33458
561-747-8335 · msmiley@smiley-associates.com
www.smiley-associates.com
EB # 8613

REV.	DESCRIPTION	APRV	DATE

REVISION NOTES

WELLS LANDING SOUTH

FOR
CENTENNIAL MANAGEMENT CORP.
BOYNTON BEACH, FLORIDA

PRELIMINARY ENGINEERING PLAN

DATE	4/4/17
DRT	DRT
DSG	MS
CHK	MS
CADDWG	WELLS

MARK C. SMILEY LICENSE NO. 54994 STATE OF FLORIDA PROFESSIONAL ENGINEER
10/7/20

PE
SHEET TYPE
SHEET 1 OF 1
JOB # 20-006


Wells
Landing





West Building Kitchen



689

West Building Club Room



West Building Leasing Office



691

West Building Conference Room



692

West Building Lobby



693

West Building Mailroom



694

West Building Fitness



Commercial Space Buildout

Unit #	Business Type	Executed Lease	Design Status	Permit Status	Construction Status
101	Primary Medical Care	No	Complete	Pending	N/A
102	Family Counseling/Therapy	Yes	Complete	2/28/2024	Waiting on CMC Construction Contract
103	Dentist Office	No	In Design	N/A	N/A
104	Restaurant	Yes	Complete	6/10/2024	Waiting on CMC Construction Contract
105	Restaurant	Yes	Complete	6/13/2024	Waiting on CMC Construction Contract
106	Open and Availble	No	Complete	N/A	N/A
107	Professional Office	Yes	Complete	5/21/2024	Waiting on CMC Construction Contract
108	NOP Office	Yes	Complete	2/28/2024	Waiting on CMC Construction Contract